

CITY COUNCIL

1520 AVENUE K



DATE: 10/22/2012
CALL TO ORDER: 7:00 p.m.
INVOCATION: Nadim Bashir, Imam & Religious Director
East Plano Islamic Center
PLEDGE OF ALLEGIANCE: Boy Scout Troop 285
St. Mark Catholic Church

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - 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.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>PRESENTATION and PROCLAMATION: The City of Plano has many employees that served in the military. This evening we recognize and honor them along with all servicemen and women.</p> <p>PROCLAMATION: November is Pancreatic Cancer Awareness Month. Pancreatic Cancer has the highest mortality rate of all major cancers.</p> <p>SPECIAL RECOGNITION: Jon Liu, founder and president of the Plano Table Tennis Club, has been instrumental in supporting interest in Table Tennis in the Plano community.</p> <p>SPECIAL RECOGNITION: The Plano Table Tennis Club had several winners at the 2012 USA Table Tennis Open that was held in Grand Rapids from June 30 through July 4.</p> <p>PRESENTATION: Ken Sumrow, director of Tennis at Plano's High Point Park Tennis Center, has been awarded the USPTA Industry Excellence Award.</p> <p><u>OATHS OF OFFICE</u></p> <p><u>Building Standards Commission</u></p> <p>Pastor Sapinoso</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Planning & Zoning Commission</u></p> <p>M. Nathan Barbera</p> <p><u>Self Sufficiency Committee</u></p> <p>Donna Irby</p> <p><u>Senior Citizens Advisory Board</u></p> <p>Donna Bening, Ronald E. Maxon, Jr., Lori Rozas, Deborrah Wegmann</p> <p><u>CERTIFICATES OF APPRECIATION</u></p> <p><u>Animal Shelter Advisory Committee</u></p> <p>Dr. Karen Dubrow, Pylar Pinkston</p> <p><u>Board of Adjustment</u></p> <p>Jackie S. Hager, Henry C. Pauly, Michael Pirek</p> <p><u>Building Standards Commission</u></p> <p>Jim C. Kesterson</p> <p><u>Community Relations Commission</u></p> <p>Andrew T. Pham</p> <p><u>DART Board of Directors</u></p> <p>Loretta L. Ellerbe</p> <p><u>Heritage Commission</u></p> <p>Michael V. Bassett, B.C. "Bud" Hopkins, Anne Quaintance-Howard</p> <p><u>Library Advisory Board</u></p> <p>Debra Conway Benton, Carl Eugene Ford, Pearl Garza Fracchia, Denver Tracy</p> <p><u>Parks and Recreation Planning Board</u></p> <p>David L. Loughridge, Joni Strobel-McLean</p> <p><u>Planning & Zoning Commission</u></p> <p>Fred Balda, Michael E. Coleman, David L. Downs, Tracey S. Dry</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Retirement Security Plan Committee</u></p> <p>Stephen E. Doud</p> <p><u>Self Sufficiency Committee</u></p> <p>Stephen E. Vitasek</p> <p><u>Senior Citizens Advisory Board</u></p> <p>Stuart Blend, John J. Pfister, Steven L. Russell</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u></p> <p>(a) October 8, 2012</p> <p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) Bid No. 2012-297-B for Prairie Meadow Park and Longhorn Park irrigation system replacements to Singh Golf, LLC in the amount of \$122,500 and All Around Lawn Care in the amount of \$104,000 and authorizing the City Manager to execute all necessary documents.</p> <p>(c) Bid No. 2012-316-B for Heritage Yards Parking Lot Improvements to CORE Construction Services of Texas, Inc. in the amount of \$679,162 and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>Purchase from an Existing Contract</p> <p>(d) To approve the purchase of MotoMesh Maintenance and Support for one (1) year with three (3) City optional renewals, in the annual amount of \$500,000 from Scientel Wireless, LLC through an existing contract and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. CW 10-09)</p> <p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(e)	To approve a Professional Services Agreement by and between the City of Plano and R-Delta Engineers, Inc., in the amount of \$136,010 for the Screening and Retaining Walls at Custer, Independence and US 75 project and authorizing the City Manager to execute all necessary documents.	
(f)	To approve a Professional Services Agreement by and between the City of Plano and Pipeline Analysis, LLC, in the amount of \$209,237 for the Prairie Creek Basin Sanitary Sewer Assessment project and authorizing the City Manager to execute all necessary documents.	
(g)	To approve a Professional Services Agreement by and between the City of Plano and Pipeline Analysis, LLC, in the amount of \$502,283 for the Lower White Rock Creek Sanitary Sewer Assessment project and authorizing the City Manager to execute all necessary documents.	
(h)	To approve a Professional Services Agreement by and between the City of Plano and TranSystems Corporation dba TranSystems Corporation Consultants, in the amount of \$407,576 for the intersection improvement design for Preston Road at President George Bush Turnpike and authorizing the City Manager to execute all necessary documents.	
(i)	To approve an Engineering Services Agreement by and between the City of Plano and Walter P. Moore and Associates, Inc. in the amount of \$62,540 for design services for the Hoblitzelle Park - Erosion Control project and authorizing the City Manager to execute all necessary documents.	
	<p><u>Adoption of Resolutions</u></p>	
(j)	To approve the terms and conditions of funding agreements between the City of Plano, Texas and various arts organizations; authorizing their execution by the City Manager; and providing an effective date.	
(k)	To approve the terms and conditions of funding agreements between the City of Plano, Texas and various special event organizers; authorizing their execution by the City Manager; and providing an effective date.	
	<p><u>Adoption of Ordinances</u></p>	
(l)	To amend Section 18-32 of Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano, Texas and Section 21-131 of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, Texas to permit pro rata billing on residential and commercial accounts for utility service and providing a repealer clause, a savings clause, a severability clause, and an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(m)	To amend Section 21-131(e) and Section 21-154 of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to clarify requirements for when additional deposits and fees are assessed on customer accounts; providing a repealer clause, a severability clause, a savings clause, and an effective date.	
(n)	To amend specific sections of Ordinance No. 2010-9-5 codified as Section 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to increase the water rate schedules for residential and non-residential customers by ten percent (10%) for services rendered on or after November 1, 2012 and providing a repealer clause, a severability clause, a savings clause, and an effective date.	
(o)	To amend Section 21-152(b)(1), of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to waive the required cash deposit of \$100 for customers who sign up for bank draft services with the City when establishing a new or transfer account on or after November 1, 2012; providing a repealer clause, a severability clause, a savings clause, and an effective date.	
(p)	To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 19.7± acres of land located on the south side of 14th Street, 350± feet east of Plano Parkway in the City of Plano, Collin County, Texas, from Planned Development-202-Research/Technology Center to Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Public Hearing held and item approved 10/8/12. Applicants: Dale R. and Melody K. Burton, Treasure Ann Langford, and Harold B. Warnick, Jr. (Zoning Case 2012-25).	
(q)	To approve the carrying-forward of certain fiscal year 2011-12 funds to fiscal year 2012-13; and providing an effective date.	
(r)	To adopt and enact Supplement Number 101 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.	
<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p>		
<p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p>		

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	<p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p> <p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2012-28 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 1.5± acres located at the southwest corner of 14th Street and G Avenue, in the City of Plano, Collin County, Texas, from Planned Development-123-Corridor Commercial to Planned Development-123-Downtown Business/Government; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Green Extreme Homes CDC</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. 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.</u></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:		10/22/2012		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PRESENTATION and PROCLAMATION: The City of Plano has many employees that served in the military. This evening we recognize and honor them along with all servicemen and women.				
FINANCIAL SUMMARY				
<input 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):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



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COMMENTS:				
SUMMARY OF ITEM				
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**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
OCTOBER 8, 2012**

COUNCIL MEMBERS PRESENT

Phil Dyer, Mayor
Lissa Smith, Mayor Pro Tem
Ben Harris, Deputy Mayor Pro Tem
Pat Miner
André Davidson
Jim Duggan
Patrick Gallagher
Lee Dunlap

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer called the meeting to order at 5:01 p.m., Monday, October 8, 2012, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071; receive information regarding Economic Development, Section 551.087, Real Estate, Section 551.072 and to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:38 p.m.

**Consideration and action resulting from Executive Session discussion – Personnel:
Appointments/Reappointments**

Building Standards Commission

Upon a motion made by Council Member Duggan and seconded by Council Member Dunlap, the Council voted 8-0 to appoint Pastor Sapinosa.

Planning and Zoning Commission

Upon a motion made by Council Member Miner and seconded by Council Member Gallagher, the Council voted 8-0 to appoint M. Nathan Barbera.

Personnel - Appointments

Self Sufficiency Committee

Upon a motion made by Council Member Davidson and seconded by Council Member Miner, the Council voted 8-0 to appoint Donna Gail Irby.

Senior Citizens Advisory Board

Upon a motion made by Council Member Davidson and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 to reappoint Jane Sackett as chair and to appoint Donna Mae Bening, Ronald E. Maxon, Jr., Deborrah Jane Wegmann, and Lori Lee Rozas as members.

Athletic Oriented Community Park Management

Director of Parks and Recreation Fortenberry spoke to the increased demand and limited supply of park land for team practice, differing maintenance levels for park surfaces and a public meeting held on October 1st to receive input. She advised that citizen comments were related to: a lack of communication, ambiguous ordinances related to park land use and their sporadic enforcement, an inadequate field reservation system, perceptions that some locations are being preserved for tournament use at the expense of residents, neighborhood parks that are ill prepared to accommodate practice sessions and select/club teams that may have non-residents who displace residents. Ms. Fortenberry spoke regarding short-term actions including: posting rules/signage for practice areas; surveying homeowners for additional input on the impact of traffic, parking and other uses in buffer zones; reviewing ordinances, handouts and educating field staff to provide education information; and engaging sports organizations regarding communication efforts. She spoke to long-term actions including: developing designated practice space at Russell Creek Park (if feasible); pursuing the use of current systems for field reservations; developing a plan to improve neighborhood park surfaces; and studying sports demographics to determine long term regional needs. Mayor Dyer thanked Staff for their efforts.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

Mayor Dyer advised that he would be stepping down on Regular Agenda Item No. 2, consideration of an ordinance to amend Planned Development-185-Regional Commercial located at the northeast corner of the Dallas North Tollway and Parker Road to modify development standards, due to a possible conflict of interest.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 6:51 p.m.

Phil Dyer, MAYOR

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
October 8, 2012

COUNCIL MEMBERS PRESENT

Phil Dyer, Mayor
Lissa Smith, Mayor Pro Tem
Ben Harris, Deputy Mayor Pro Tem
Pat Miner
André Davidson
Jim Duggan
Patrick Gallagher
Lee Dunlap

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Regular Session on Monday, October 8, 2012, at 7:04 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Pastor Jack Schneider of St. Paul Lutheran Church led the invocation and Boy Scout Troop 404 from Prince of Peace Catholic Community led the Pledge of Allegiance.

Mayor Dyer recognized United Way's launch of their 2012 campaign. Mayor Dyer presented a proclamation recognizing October as Domestic Violence Awareness Month and the efforts of Verizon Wireless and The Family Place to assist those in need.

Mayor Dyer administered oaths of office to incoming board and commission members.

COMMENTS OF PUBLIC INTEREST

Bo Avery, representing Ruisseau Village, spoke of the potential to revitalize the 100,000 square foot vacant retail center by raising the façade and improving signage. He spoke to bringing additional tax dollars to the City, recent approval for Collin Creek mall and requested a partnership with the City. City Manager Glasscock advised that the City is currently not making retail incentives and that the Council will take the issue under advisement at a future meeting and communicate at that time.

CONSENT AGENDA

Mayor Dyer advised that he would be stepping down on Consent Agenda Item No. 2.

Upon a motion made by Mayor Pro Tem Smith and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 to approve and adopt all items on the Consent Agenda as recommended and as follows.

Approval of Minutes (Consent Agenda Item "A")
September 24, 2012

Approval of Expenditures

Purchase from an Existing Contract

To approve the purchase of library materials for Plano Public Library System (PPLS) in the amount of \$100,000 from Brodart through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

To approve the purchase of library materials for Plano Public Library System (PPLS) in the amount of \$100,000 from Ingram Library Services through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "C")

To approve the purchase of library materials for Plano Public Library System (PPLS) in the amount of \$250,000 from Midwest Tapes through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "D")

To approve the purchase of library materials for the Plano Public Library System (PPLS) in the amount of \$400,000 from Baker & Taylor for purchase of various library materials including books, compact disks, books-on-CD and DVDs. These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-N1 Print Materials and Multimedia with Baker & Taylor; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "E")

Approval of Expenditure

To approve an estimated annual expenditure in the amount of \$541,776 for City insurance premiums to be paid to the Broker of Record, Arthur J. Gallagher Risk Management Services, Inc. to be utilized by Risk Management. (Consent Agenda Item "F")

Adoption of Resolutions

Resolution No. 2012-10-1(R): To approve the terms and conditions of an Inter Local Cooperation Agreement between the City of Plano, Texas, and the City of Richardson, Texas; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "G")

Resolution No. 2012-10-2(R): To approve the terms and conditions of a grant awarded by the Edward Byrne Memorial Justice Assistance (JAG) State Formula Program through the Criminal Justice Division of the Office of the Governor of Texas to the City of Plano, Texas for Firearms and Ballistic Forensic Analysis; authorizing the execution of any and all documents in connection therewith by the City Manager; and providing an effective date. (Consent Agenda Item "H")

Resolution No. 2012-10-3(R): To ratify an expenditure for the maintenance and support of Naviline Software Products provided by SunGard Public Sector, Inc., the sole source provider of Naviline Software Products in an amount not to exceed \$138,490; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "I")

Resolution No. 2012-10-4(R): To approve the hiring of an Assistant City Attorney II by the City Attorney; and providing an effective date. (Consent Agenda Item “J”)

Resolution No. 2012-10-5(R): To approve the use of contract and volunteer attorneys for prosecution services by and under the direction of the City Attorney; and providing an effective date. (Consent Agenda Item “K”)

Resolution No. 2012-10-6(R): To authorize the purchase of downloadable content (ebooks, music, video, and e-audio library materials) with Kindle functionality in an amount not to exceed the sum of \$150,000 from OverDrive, Inc., the sole source provider of such library materials; and authorizing its execution by the City Manager to execute all necessary documents to effectuate the purchase; and providing an effective date. (Consent Agenda Item “L”)

Adoption of Ordinances

Ordinance No. 2012-10-7: To abandon all right, title and interest of the City, in and to that certain 85’ Drainage Easement recorded in Volume 1857, Page 841, and a certain 80’ Drainage Easement recorded in Volume 1435, Page 485, and Volume 1130, Page 658 of the Deed Records of Collin County, Texas and being situated in the Martha McBride Survey, Abstract No. 553, which are located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, ASBURY AUTOMOTIVE TEXAS REAL ESTATE HOLDINGS, L.L.C, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “M”)

Ordinance No. 2012-10-8: To repeal Ordinance No. 2012-9-30; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item “N”)

END OF CONSENT

Resolution No. 2012-10-9(R): To authorize the Arts Center of North Texas to return any restricted assets to the appropriate donors and to return the land to donors as determined by the Arts Center of North Texas; to satisfy any existing liabilities and to dissolve in accordance with applicable law; any remaining assets shall be returned in equal shares to Plano, Allen, and Frisco; setting an effective date. (Regular Agenda Item “1”)

Citizen Jack Lagos spoke to the Arts Center of North Texas (ACNT) being owned by the three cities along with their assets; the ACNT spending \$4.5 million of the cities’ money during their existence and owing this back; and that all assets belong to the cities unless it can be shown they are restricted. He spoke to the ACNT balance sheet indicating assets of \$24.5 million, determining donations that are restricted versus those that are not and providing documentation.

City Attorney Wetherbee advised that the Arts Center of North Texas is an independent entity, formed by the three cities who received assets directly. She stated that their Articles of Incorporation dictate how funds are to be distributed and that after paying liabilities and returning restricted assets, remaining funds will be provided to the cities. Mr. Lagos spoke to a possible different interpretation by a court of law.

Resolution No. 2012-10-9(R) (cont'd)

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Miner, the Council voted 8-0 to authorize the Arts Center of North Texas to return any restricted assets to the appropriate donors and to return the land to donors as determined by the Arts Center of North Texas; to satisfy any existing liabilities and to dissolve in accordance with applicable law; any remaining assets shall be returned in equal shares to Plano, Allen, and Frisco; and further to adopt Resolution No. 2012-10-9(R).

Due to a possible conflict of interest, Mayor Dyer stepped down from the bench on the following item.

Public Hearing and adoption of Ordinance No. 2012-10-10 as requested in Zoning Case 2012-27 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-185-Regional Commercial on 14.8± acres located at the northeast corner of Dallas North Tollway and Parker Road, in the City of Plano, Collin County, Texas, to modify the development standards, including but not limited to reducing the front yard setback on Parker Road; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Cencor Realty Services (Regular Agenda Item "2")

Director of Planning Jarrell advised that this item requests reduction of the front yard setback along Parker Road to accommodate a mixed-use urban development and spoke to similar setbacks along Type D thoroughfares (this is a Type C). She stated that the Planning and Zoning Commission recommended approval as follows (Proposed additions are indicated by underlined text.):

Restrictions:

The permitted uses and standards shall be in accordance with the Regional Commercial (RC) zoning district unless otherwise specified herein.

General Provisions of the Planned Development

1. The zoning exhibit shall be adopted as part of the ordinance.
2. A maximum of 265 multifamily residential dwelling units shall be allowed by right within Tract 1. Multifamily residential is prohibited within Tracts 2 and 3.
3. Site Design
 - a. The district shall have a central north/south pedestrian-oriented private roadway that runs from Parker Rd. to the existing east/west fire lane of the regional theater property to the north. The private roadway shall have diagonal or 90° on-street parking and sidewalks on both sides of the roadway. The minimum width of the sidewalks shall be 12 feet. The sidewalks may be used for outdoor eating areas, outdoor display, and other activities commonly associated with a pedestrian-oriented development, if a minimum six feet sidewalk clearance and/or distance to curb line of the private roadway is maintained.
4. Trash collection facilities shall be exempt from the minimum distance requirements from rights-of-way of Type C and above thoroughfares as specified in Section 2.824 (Regional Commercial) Subsection 6 (a) (Special District Requirements).
5. Area, Yard, and Bulk Requirements

Ordinance No. 2012-10-10 (cont'd)

- a. Minimum Building Height: Two story (30 feet) for buildings within Tracts 1 and 3.
 - b. Maximum Building Height: Eight story (120 feet) for hotel use; six story (100 feet) for all other structures other than parking garages; 52 feet for parking garages with no maximum number of levels. (The parking garages shall be permitted to have levels of parking over and above retail, surface parking, or other permitted uses on the ground level.)
 - c. Maximum Building Setback: Buildings fronting the north/south pedestrian-oriented private roadway and the existing east/west fire lane of the regional theater shall be constructed such that a minimum of 60% of the facade is located within 20 feet from the back of curb unless restricted by easements. Where easements are present, 60% of the facade must be built to the easement line.
 - d. Setbacks from Parkwood Blvd.: Minimum of 50 feet as measured from the property line or three times the height, minus 90 feet as measured from the nearest residential district boundary line, whichever is more restrictive.
 - e. Setbacks from Parker Rd.: Minimum of 30 feet as measured from the property line.
6. Landscaping
- a. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Section 4.600 (Dallas North Tollway Overlay District):
 - i. The required 30-foot landscape edge along the Dallas North Tollway frontage road may be reduced to ten feet in width, and the required 30-foot landscape edge along Parkwood Blvd. may be reduced to eight feet in width. A continuous meandering sidewalk interspersed with plant materials and berms as set forth in Subsection 4.604(3) shall not be required.
 - ii. Street trees shall be provided at a rate of one tree per 50 linear feet of street along all public streets and on both sides of the north/south pedestrian-oriented private roadway. Street trees may be placed in tree islands, between the curb and the sidewalk, or in the landscape edge. There is no minimum or maximum spacing between trees.
7. Parking
- a. Unless listed below, the minimum required parking within this planned development shall comply with Section 3.1100 (Off-Street Parking and Loading). The minimum required parking for multifamily uses and nonresidential uses other than hotels shall be provided as follows:
 - i. Multifamily Use: One space per bedroom
 - ii. Nonresidential Uses: One space per 250 square feet of floor area
 - b. Total required parking shall be computed on a district-wide basis regardless of any phase/property lines. Parking stall and drive aisle dimensions shall comply with Section 3.1100 (Off-Street Parking and Loading).

Ordinance No. 2012-10-10 (cont'd)

8. Building Materials

- a. Building Materials: First floor exterior elevations of buildings and parking garages shall comply with the building material requirements of the RC zoning district. Second floor and higher exterior elevations shall comply with the building material standards except that specified materials shall only be required on 60% of the facade elevation. Interior elevations concealed by buildings or parking garages shall be exempt from material standards but shall be consistent in color and finish with the rest of the building or parking garage.
- b. Elevations of parking garages that face public streets, the north/south pedestrian-oriented private roadway, and the existing east/west fire lane of the regional theater, shall comply with the building material requirements of the RC zoning district.
- c. Visual barriers shall be installed to cover any openings between parking levels of a parking garage for openings that both (i) face a residential use east of Parkwood Blvd. directly across from the property and (ii) are located above the third level of the parking garage. Visual barriers measuring at least four feet in height shall extend above the parapet walls of the top levels of parking garage facades that both (i) face a residential use east of Parkwood Blvd. directly across from the property and (ii) are located above the third level of the parking garage.
- d. Buildings with first floor nonresidential uses that front the north/south pedestrian-oriented private roadway, except for parking garages, shall have a minimum of 40% of the ground floor facade comprised of window area. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.

9. Signage

- a. For building facades and sidewalks/parkways fronting the north/south pedestrian-oriented private roadway and building facades fronting the existing east/west fire lane of the regional theater property to the north allowable signs must comply with Subsection 3.1605 (Downtown Sign District).
- b. All other signage must comply with Section 3.1600 (Sign Regulations) and Section 4.600 (Dallas North Tollway Overlay District).

Mayor Pro Tem Smith opened the Public Hearing. David Palmer, of Cencor Realty, spoke to plans for the development and landscaping and requested approval. He responded to the Council that construction will begin in November 2012. No one else spoke for or against the request and the Public Hearing was closed. Ms. Jarrell responded regarding the landscaping width on the south side of Parker Road (opposite this location).

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Miner, the Council voted 7-0 to amend Planned Development-185-Regional Commercial on 14.8± acres located at the northeast corner of Dallas North Tollway and Parker Road, in the City of Plano, to modify the development standards, including but not limited to reducing the front yard setback on Parker Road; as requested in Zoning Case 2012-27 and as recommended by the Planning and Zoning Commission and further to adopt Ordinance No. 2012-10-10.

Mayor Dyer resumed his seat at the bench.

Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2012-25 – Request to rezone 19.7± acres from Planned Development-202-Research/Technology Center to Single-Family Residence-6 located on the south side of 14th Street, 350± feet east of Plano Parkway. Zoned Planned Development-202- Research/Technology Center. Applicants: Dale R. & Melody K. Burton, Treasure Ann Langford, and Harold B. Warnick, Jr. (Regular Agenda Item “3”)

Planning Manager Firgens advised that the current zoning on the subject property was established in 2008 and that the applicant has been unsuccessful in marketing it given the designation. She advised regarding the surrounding land uses and zoning including the Police Training Academy, golf course, and mini-warehouse/public storage and stated that the proposed zoning does not comply with the Future Land Use Plan. Planning Manager Firgens spoke to review of the Research/Technology (RT) district in 2011 and retention of zoning in this area at the request of property owners. She advised that the request is not consistent with recent Comprehensive Plan amendments which recommend that residential rezoning 1) not be isolated, and 2) be evaluated to determine the impact on infrastructure, public safety response, school capacity and access to amenities. Ms. Firgens spoke to issues of sewer capacity, public safety response time and access to nearby parks and advised that the Planning and Zoning Commission stated concern with the adjacent land uses and felt there may be an opportunity for another use given the current zoning. She spoke to ensuring public street access and determining the appropriate zoning for adjacent properties and advised that a reversal of the denial would require a three-quarter vote of approval from the Council. Ms. Firgens responded to Mayor Dyer regarding the amount of adjacent property located in the flood plain. City Manager Glasscock stated concern regarding the encroachment of residential zoning near the Police Training Academy (gun range).

Mayor Dyer opened the Public Hearing. Rick Fambro, representing the applicants, spoke to difficulties in marketing the property with the current zoning, rezoning of other R/T properties, demand for residential communities in east Plano, sporadic use of the gun range and the decreased sound emanating from the facility following acoustic improvements. He spoke to amenities in the area including a golf course to the north and park land to the east, proposed improvement to sewer capacity, the property's topography limiting commercial use, and plans for access to adjacent properties. Don Plunk, President of Henry S. Miller Dalcon, Inc., spoke to sound abatement that can be provided in homes in the area and stated that prospective buyers will be notified of the location of the gun range. Mr. Fambro responded to Deputy Mayor Pro Tem Harris, advising that development of Single-Family-7 would be a challenge given the development costs. Resident Kari Rushing spoke regarding her adjacent property being purchased for commercial use and stated concern regarding the requested rezoning. She requested a secondary access and fire lane be provided to her property should the request be approved. No one else spoke for or against the request. The Public Hearing was closed.

Police Administrative Manager Brashear responded to the Council, advising that complaints regarding the gun range are more typical as residents spend more time outdoors and spoke to the in-service training schedule. Council Member Duggan spoke to the owner's inability to sell the property given the current zoning and potential homebuyers researching their purchase. Council Member Miner spoke to other residential zoning which has developed in the area given the same conditions of noise and emergency response and to the developer's offer to mitigate sewer capacity. He made a motion which was seconded by Mayor Pro Tem Smith. No vote was taken at this time.

Mayor Dyer spoke to the site's isolation, proximity to the gun range and lack of open space, and spoke to the challenges of development as anything other than residential given the topography. Mr. Fambro responded to Council Member Davidson regarding access to adjacent properties and Ms. Firgens advised that the school district has some limited capacity available.

Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2012-25 (cont'd)

Matt Dorsett of Spires Engineering spoke regarding planned increases to sewer capacity and stated that costs would be borne by the developer. He further spoke to the development costs being reflected in the request for Single-Family-6 zoning. Ms. Firgens spoke to the planned hike/bike trail to the east, challenges of accommodating increased sewer capacity, and ensuring that access to adjacent properties is provided. Council Member Dunlap spoke to the property's challenges under R/T zoning given its distance from highways and topography. He spoke to the amenities of a nearby golf course, open flood plains spaces, and incidental noise inherent to a community and in support of the motion.

The motion made by Council Member Miner and seconded by Mayor Pro Tem Smith was restated and the Council voted 8-0 to rezone 19.7± acres from Planned Development-202-Research/Technology Center to Single-Family Residence-6 located on the south side of 14th Street, 350± feet east of Plano Parkway as requested in Zoning Case 2012-25.

The Council concurred in directing Staff to meet with adjacent property owners to determine appropriate zoning.

Nothing further was discussed. Mayor Dyer adjourned the meeting at 8:42 p.m.

Phil Dyer, MAYOR

ATTEST

Diane Zucco, City Secretary



**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:		10/22/12		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
Bid No. 2012-297-B for Prairie Meadow Park and Longhorn Park irrigation system replacements to Singh Golf, LLC in the amount of \$122,500 and All Around Lawn Care in the amount of \$104,000 and authorizing the City Manager or his designee 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	305,366	594,634	600,000	1,500,000
Encumbered/Expended Amount	-305,366	-1,547	0	-306,913
This Item	0	-226,500	0	-226,500
BALANCE	0	366,587	600,000	966,587
FUND(S): CAPITAL RESERVE				
COMMENTS: Funds are included in the FY 2012-13 Capital Reserve Projects CIP. This item, in the amount of \$226,500, will leave a current year balance of \$366,587 for Irrigation Renovations. STRATEGIC PLAN GOAL: Replacement of obsolete irrigation systems relates to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.				
SUMMARY OF ITEM				
Staff recommends the bids of Singh Golf, LLC for the Longhorn Park Irrigation System Replacement as the lowest responsive, responsible bidder in the amount of \$122,500; and All Around Lawn Care for the Prairie Meadow Park as the lowest responsive, responsible bidder in the amount of \$104,000; which is \$48,500 under the estimated budget of \$275,000 for both projects.				
The existing irrigation systems no longer provide adequate coverage of the neighborhood park's turf areas. This results in dry areas and accelerates the deterioration of the turf and play surface. Escalating repairs, due to an asset nearing the end of its lifecycle, result in inefficient use of operations and maintenance resources which can be mitigated through replacement. New irrigation technology is also more efficient and "water-wise" than the old system. Irrigated neighborhood park turf areas are important for safe play and to provide needed sports practice areas.				



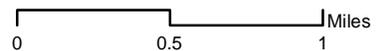
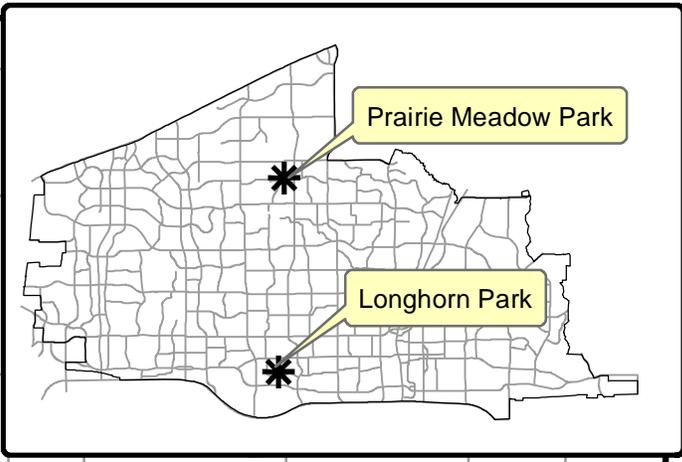
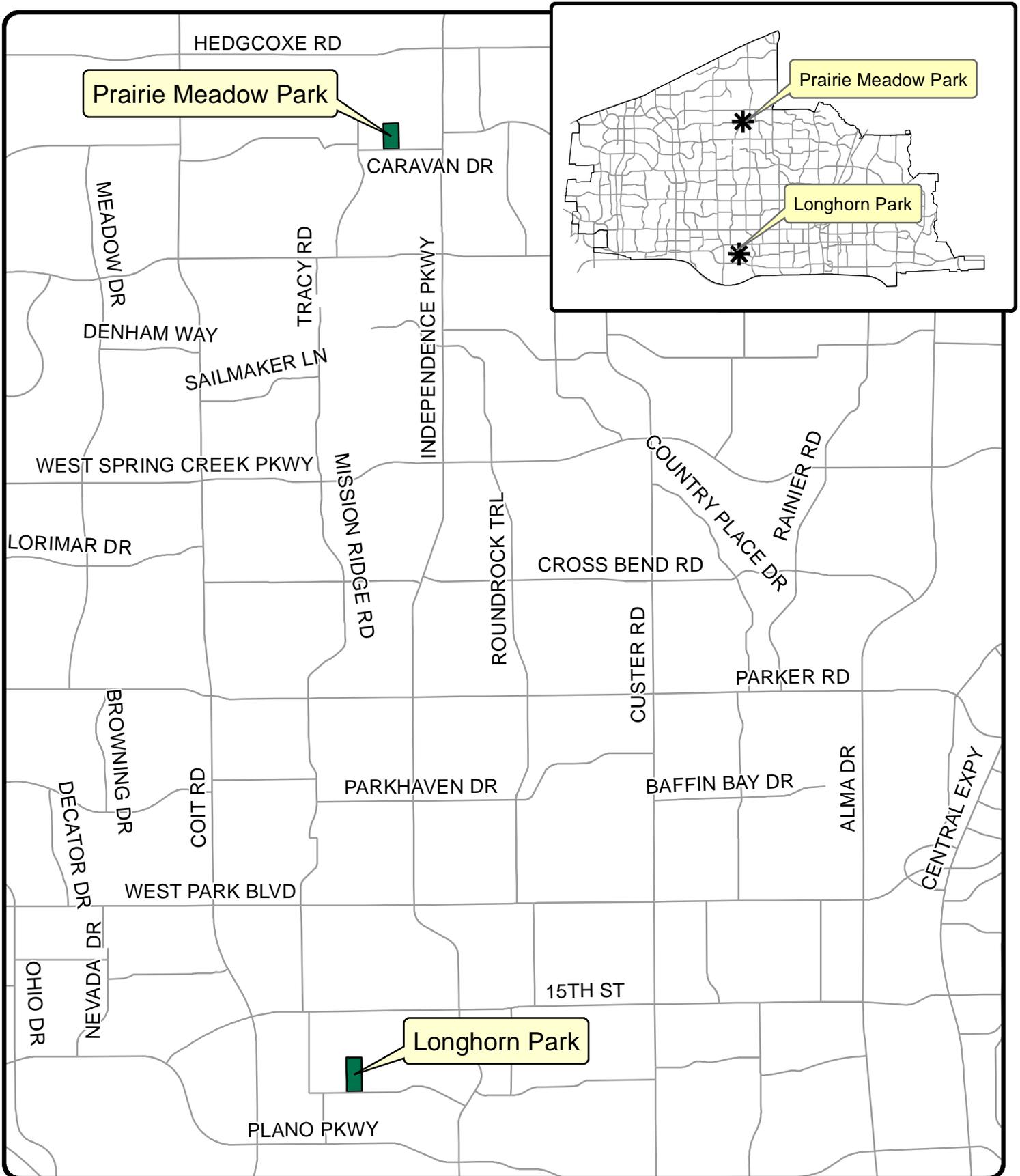
**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Location Map Bid Recap	Other Departments, Boards, Commissions or Agencies



Location Map

Prairie Meadow Park & Longhorn Park



CITY OF PLANO

BID NO. 2012-297-B

Prairie Meadow & Longhorn Park Irrigation System Replacement
BID RECAP

Bid opening Date/Time: September 14, 2012 @ 3:00 pm

Number of Vendors Notified: 2803

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 8

SUPPLIER TOTALS	Prairie Meadow	Longhorn Park
All Around Lawn Care	\$104,000.00	\$125,000.00
Singh Golf, LLC	\$107,500.00	\$122,500.00
Good Earth Landscaping	\$110,600.00	\$128,500.00
HQS Construction dba Irricon Construction	\$114,800.00	\$142,500.00
A New Deal Irrigation	\$118,371.00	\$124,277.00
Denali Land Development	\$119,490.00	\$132,210.00
Cole Construction, Inc.	\$129,600.00	\$144,013.00
American Landscape Systems, Inc.	\$145,710.00	\$130,650.00

Recommended Vendors:

	Prairie Meadow	Longhorn Park
All Around Lawn Care	\$104,000.00	
Singh Golf, LLC		\$122,500.00

Nicole Griffin

Nicole Griffin
Buyer II

September 18, 2012

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:	10/22/12
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Bid No. 2012-316-B for Heritage Yards Parking Lot Improvements to CORE Construction Services of Texas, Inc. in the amount of \$679,162 and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	30,455	1,319,545	750,000	2,100,000
Encumbered/Expended Amount	-30,455	0	0	-30,455
This Item	0	-679,162	0	-679,162
BALANCE	0	640,383	750,000	1,390,383

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: Funds are included in the FY 2012-13 Park Improvement CIP. This item, in the amount of \$679,162, will leave a current year balance of \$640,383 for the 09 Athletic Field Improvement project.

STRATEGIC PLAN GOAL: Construction of Heritage Parking Lot Improvements relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

Staff recommends the bid received from CORE Construction Services of Texas, Inc. in the amount of \$679,162 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents. This amount includes the base bid of \$510,461, and Alternate 1 the amount of \$168,701.

Heritage Yards is a nine field softball complex that was completed in 2000. Heritage Yards serves more than 940 teams in two separate leagues that play more than 4,200 games per year. On a normal league-play night, there are more than 1,500 players, spectators, and officials utilizing the facility. For special events, the participation and spectator numbers are higher. Parking routinely spills over onto grass areas.

The base bid includes the addition of 134 parking spaces, a storage and dumpster enclosure, irrigation improvements, electrical work, entrance gates, sidewalk additions, and purchase of metal bleachers.

The alternate bid is for landscaping and beautification of the park along Hedgcoxe Road.

The low bid is under the consultant's estimate of \$829,000.

In the event the low bidder cannot execute the contract documents, staff recommends that the project be awarded to the second low bidder, Dean Electric, Inc. in the amount of \$762,863 which includes the base bid



**CITY OF PLANO
COUNCIL AGENDA ITEM**

amount of \$587,200 and Alternate 1 in the amount of \$175,663.

List of Supporting Documents:

Location Map

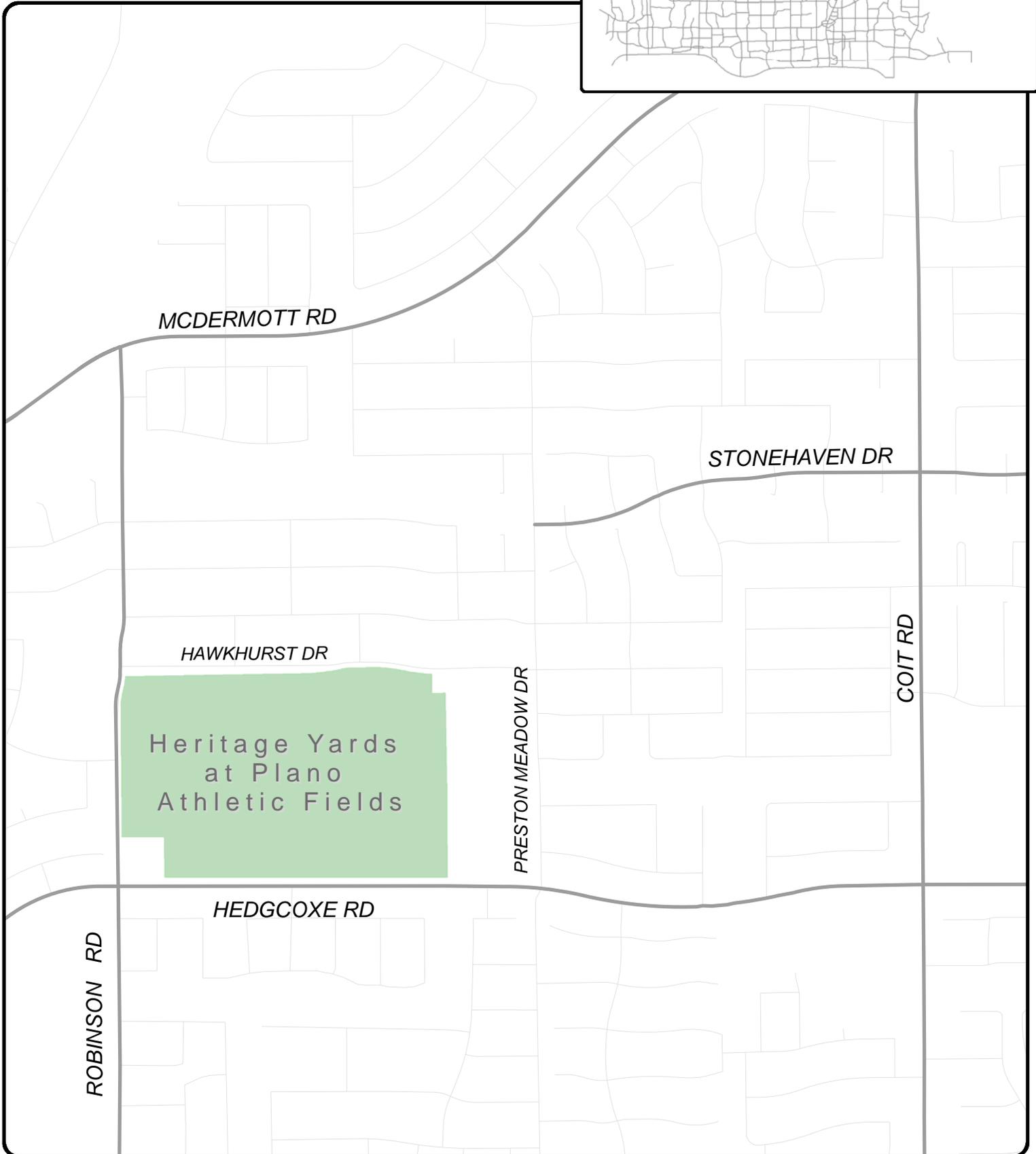
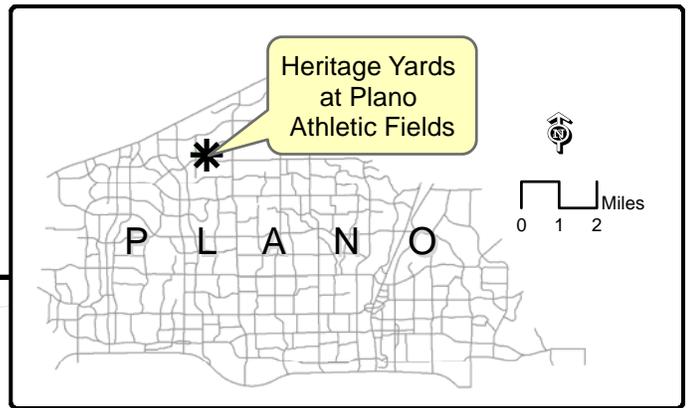
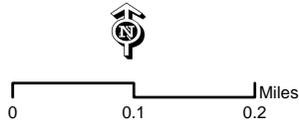
Bid Recap

Other Departments, Boards, Commissions or Agencies



Location Map

Heritage Yards at Plano Athletic Fields



CITY OF PLANO

BID NO. 2012-316-B
Heritage Yards Parking Lot Improvements Project No. 6181

BID RECAP

Bid opening Date/Time: September 21, 2012 @ 2:00 pm

Number of Vendors Notified: 4313

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 7

CORE Construction Services Of Texas, Inc.	\$679,162.00
Dean Electric, Inc.	\$762,863.00
HQS Construction LLC	\$809,450.00
Pavecon, Ltd	\$787,500.00
Wall Enterprises	\$747,400.00
Jim Bowman Const. Co., LP	\$843,735.00
Zagros Construction Co.	\$847,960.00

Recommended Vendors:

CORE Construction Services Of Texas, Inc.	\$679,162.00
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Nicole Griffin

October 1, 2012

Nicole Griffin
Buyer II

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:		10/22/2012			
Department:		Technology Services			
Department Head		David Stephens			
Agenda Coordinator (include phone #): Dianna Wike x7549					
CAPTION					
To approve the purchase of MotoMesh Maintenance and Support for one (1) year with three (3) City optional renewals, in the annual amount of \$500,000 from Scientel Wireless, LLC through an existing contract and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. CW 10-09)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2012-13, 2013-14, 2014-15, 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	800,000	1,500,000	2,300,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-500,000	-1,500,000	-2,000,000
BALANCE		0	300,000	0	300,000
FUND(s): TECHNOLOGY SERVICES FUND					
<p>COMMENTS: Funds are included in the 2012-13 Wireless Support budget for maintenance contracts that support the hardware required to operate the City's mesh devices. The estimated amount to be spent in FY 2012-13 is \$500,000, and the remaining funds will be used for other maintenance agreements. This item is for a (4) year maintenance and support agreement, subject to funding and budget appropriations in future years. The estimated future amount is \$1,500,000, (\$500,000 in FY 2013-14, 2014-15, and 2015-16).</p> <p>STRATEGIC PLAN GOAL: Maintenance and support contracts relate to the City's Goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
<p>The Technology Services staff recommends approval of the purchase of annual maintenance and support for the MotoMesh network from Scientel Wireless, LLC utilizing their HGAC contract for one (1) year with three (3) City optional renewals, in the annual amount of \$500,000. The MotoMesh network is used by many of our departments, including public safety, to provide critical services for our citizens. This will establish a one year contract with three City optional renewals. Without the annual maintenance and support contract, the MotoMesh network would be at risk for failure and the time to repair the failed device may cause extensive outages on this critical infrastructure.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Memorandum

Memorandum	

Interoffice Memo

Date: 9/27/2012

To: Diane Palmer-Boeck, Chief Purchasing Officer

Cc:

From: David Stephens, Director Technology Services

RE: Scientel Wireless, LLC Maintenance – November 1, 2012 – October 31, 2013

It is the recommendation of Technology Services to award the annual maintenance of our wireless mesh network contract to Scientel Wireless LLC. Scientel Wireless has been instrumental in the design and installation of our wireless network.

An award to Scientel will be based on HGAC contract CW10-09 in the amount of \$500,000 for all hardware maintenance and onsite support, 2 hour call response and a 4 hour site response including manpower, equipment, and expertise to support and maintain the mission critical mesh wireless infrastructure. This network will be used by many of our departments (including public safety) to provide critical services for our citizens. As a part of the contract Scientel will monitor the network on 7/24 basis and will maintain the integrity and continuity for this critical infrastructure. The contract through HGAC is a one year contract with three one-year renewal options.

This maintenance is necessary to maintain the support for the wireless network that supports Public Safety and many other city departments. Without the support contract the network would be at risk for failure due to software or hardware issues. The time to repair the failed device may cause extensive outages on this critical infrastructure.



**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:		10/22/2012		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #):			Kathleen Schonne X-7198	
			Project No. 6250	
CAPTION				
To approve a Professional Services Agreement by and between the City of Plano and R-Delta Engineers, Inc., in the amount of \$136,010 for the Screening and Retaining Walls at Custer, Independence and US 75 project 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	0	140,000	0	140,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-136,010	0	-136,010
BALANCE	0	3,990	0	3,990
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: Funds are included in the FY 2012-13 Street Improvement CIP. This item, in the amount of \$136,010 will leave a current year balance of \$3,990 for the Screening Walls – Various Locations project.</p> <p>STRATEGIC PLAN GOAL: The design of screening and retaining walls relate to the City's Goal of Great Neighborhoods – 1st Choice to Live.</p>				
SUMMARY OF ITEM				
<p>This agreement is for the engineering design services required for the Screening and Retaining Walls at Custer, Independence and US 75 project. Design of construction plans for removal and replacement of existing walls on northbound Custer Road (Cross Bend to Pleasant Valley), northbound Custer Road (Apple Valley to Private Wall), Independence Parkway (Hagen & Ridgeview), US 75 (north of Legacy Drive), and US 75 (north of 16th Street). Services performed under this Engineering Services Agreement shall be paid on a lump sum basis at the amounts shown on the breakdown below:</p>				
<u>BASIC SERVICES</u>				
1. Research and Data Collection			\$2,240	
2. Design Survey			\$23,260	
3. ROW/Easement Requirements			\$750	
4. Preliminary Design			\$51,600	
5. Final Design			\$34,760	
6. Bid Phase			\$3,020	
7. Construction Administration			\$6,220	
8. Construction Control Survey			\$2,150	
TOTAL BASIC SERVICES			\$124,000	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

SPECIAL SERVICES

a) Right-of-Way Document/Monuments (1 @ \$830/ea.)	\$830
b) Temporary Easement Documents (1 @ \$340/ea.)	\$340
c) Permanent Easement Documents (1 @ \$340/ea.)	\$340
d) Geotechnical Investigation/Report (Terracon)	\$10,500
TOTAL SPECIAL SERVICES	\$12,010

TOTAL FEE **\$136,010**

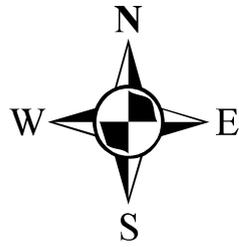
List of Supporting Documents:

Location Map; Engineering Services Agreement

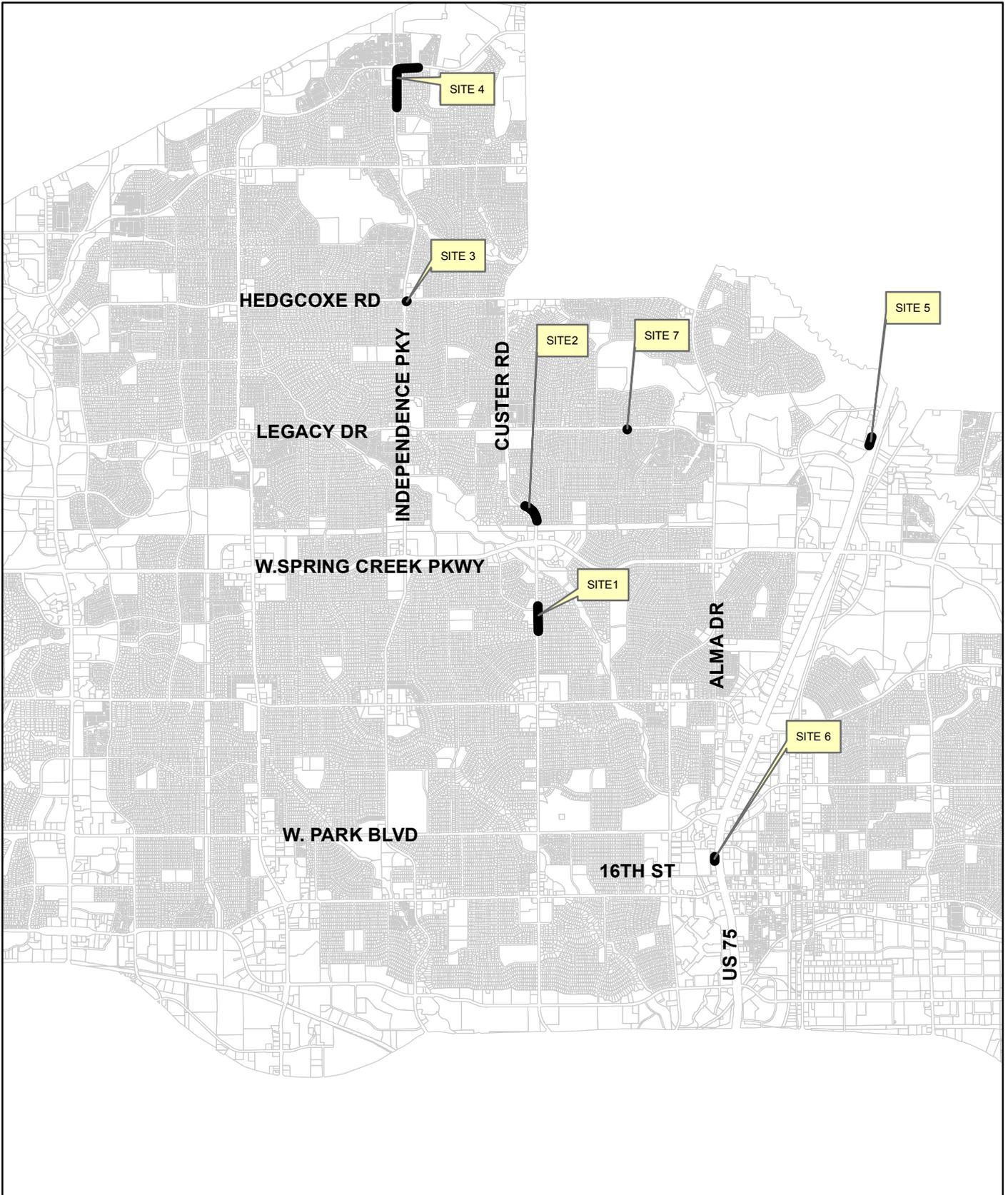
Other Departments, Boards, Commissions or Agencies:

N/A

SCREENING & RETAINING WALLS at CUSTER, INDEPENDENCE & US 75



PROJECT 6250



**SCREENING AND RETAINING WALLS
AT CUSTER, INDEPENDENCE AND US 75**

PROJECT NO. 6250

ENGINEERING 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 **R-DELTA ENGINEERS, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **SCREENING AND RETAINING WALLS AT CUSTER, INDEPENDENCE AND US 75** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering 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 Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer 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 Engineer 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 Engineer, 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 Engineer 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 Engineer and available in City's files.

VI. Insurance

Engineer agrees to meet all insurance requirements, and to require all consultants who perform work for Engineer to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Engineer agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Engineer shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Engineer'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 ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER 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 ENGINEERS. 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.

ENGINEER 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 ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER 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 ENGINEER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer 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 Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

IX. Assignment and Subletting

The Engineer 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 Engineer 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 Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer 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 Engineer 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 Engineer shall execute the affidavit shown in Exhibit "E". Engineer 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 Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer 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. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer 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, Engineer 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 Engineer'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, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Public Works Department, Suite 250
P.O. Box 860358
Plano, TX 75086-0358
Attn: Shahrzad Tavana, P.E.

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

R-Delta Engineers, Inc.
618 Main Street
Garland, TX 75040
Attn: Frank A. Polma, P.E.

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 Engineer, 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.

DATE: 10/2/12

R-DELTA ENGINEERS, INC.
A Texas Corporation

BY: 
Frank A. Polma, P.E.
VICE PRESIDENT OF
OPERATIONS

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

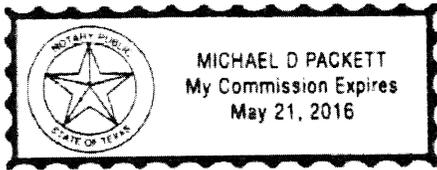
APPROVED AS TO FORM:

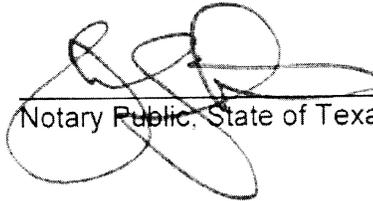
Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 2nd day of October, 2012, by **FRANK A. POLMA, P.E., Vice President of Operations**, of **R-Delta Engineers, Inc.**, a Texas corporation, on behalf of said corporation.





Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2012, 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**

**SCREENING AND RETAINING WALLS
AT CUSTER, INDEPENDENCE AND US 75
PROJECT NUMBER 6250
C.I.P. NUMBER 37865**

PROJECT DESCRIPTION:

This project includes preliminary and final design related surveying and professional engineering services as applicable for the following eight (8) contract tasks:

1. Task 1 (Site 1) – design and preparation of construction plans for removal and replacement of screening wall and adjacent sidewalk along northbound Custer Road between Cross Bend Road and Pleasant Valley Drive (L= 780')
2. Task 2 (Site 2) – design and preparation of construction plans for removal and replacement of screening wall and adjacent sidewalk along Northbound Custer Road between Apple Valley Road and Private Wall (L= 195'). The project also includes storm sewer improvements for installation of an alley inlet to replace an existing flume.
3. Task 3 (Site 3) - design and preparation of construction plans for removal and replacement of screening wall segment with signage panel located at the southeast corner of Independence Parkway and Hedgecoxe Road (L= 35')
4. Task 4 (Site 4) - design and preparation of construction plans for removal and replacement of retaining wall and adjacent alley paving as necessary along northbound Independence Parkway between Hagen Drive and Ridgeview Drive (L= 1,230')
5. Task 5 (Site 5) – design and preparation of construction plans for a new retaining wall and associated grading to accommodate a proposed 5' wide sidewalk along the US75 southbound frontage road at an unnamed stream crossing located north of Legacy Drive (L= 250'+/-)
6. Task 6 (Site 6) – design and preparation of construction plans for culvert headwall/wingwall modifications/extensions and associated grading to accommodate a proposed 5' wide sidewalk along the US75 southbound frontage road at an unnamed stream located north of West 16th Street (L=60'+/-)
7. Task 7 (Site 7) - Partial boundary survey of 1501 Porsche Court to determine location of existing masonry screening wall relative to property and easement lines, design and preparation of construction plans for removal and replacement of screening wall as necessary to resolve encroachment if necessary
8. Task 8 – structural engineering design and preparation of detail sheets(s) to replace City of Plano Standard Construction Details Sheet SD-7A, "Thin Wall Brick Screening Wall"

Project design guide lines are as follows:

1. New screening walls shall be single width masonry on a reinforced concrete beam foundation supported by reinforced concrete drilled shafts.
2. Demolition and replacement of existing sidewalk paving and barrier free ramps shall be limited to that required for construction of the proposed walls.
3. Demolition and replacement of existing alley paving shall be limited to that required for wall, drainage, or retaining wall construction. Pavement condition evaluations and design of full depth repair for distressed paving are not included in the scope of services for this project.
4. Mapping of underground utilities will be based on available public record plans from the City of Plano and field locates provided by DIGG-TESS or other one call subsurface utility locator service.
5. Survey and cross section work will extend a minimum of 15' outside of the project construction limits except where obstructed by existing private fencing.

BASIC SERVICES:

A. Design Standards

1. This project shall be designed in accordance with the following:

- Geodetic Monumentation Manual
- Manual for Right-of-Way Management
- Storm Drainage Design Manual
- Stream Bank Stabilization Manual
- Erosion & Sediment Control Manual
- Thorough Fare Standards Rules & Regulations
- Manual for the Design of Water & Sanitary Sewer Lines
- Standard Construction Details
- Barrier Free Ramp Details
- NCTCOG Standard Specifications for Public Works Construction
- Special Provisions to Standard Specifications for Public Works Construction
- Sample Plan Set

2. All plans submitted to the City shall be signed and sealed in accordance with state law.

B. Research and Data Collection –

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.

C. Design Survey –

1. Establish a horizontal and vertical control network and project control baseline for each project site. The networks and baselines are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation for each project site.
3. Tie right-of-way lines and corners, property lines and corners/monuments, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baselines. Existing utility structures shall be located and referenced by utility name (i.e. Oncor Elec., Verizon Telephone, Atmos Gas, Etc.).
4. Vertical topographic information tying pavement, drives, walls, storm drain and sanitary sewer manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the various site project areas for the design.
5. Provide cross sections at a fifty-foot (50') interval relative to the project baselines and at all drives, alleys, street intersections, or other areas of significance. Cross sections are for project design review and quantity takeoffs and will be a part of the preliminary and final construction plan sets.
6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

D. Right-of-way and Easement Requirements –

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
2. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.

E. Preliminary Design –

1. Prepare preliminary construction plans. Prepare the following sheets (22" x 34") at the engineering scale indicated:

- Cover sheet.
- Project layout control sheets. Scale 1"= 100'.
- Quantity sheet (sheet by sheet breakdown of all quantities).
- Typical sections
- Demolition Plans, Scale 1"= 20' (Double Plan)
- Screening Wall and Sidewalk Layouts, Scale 1"= 20'
- Retaining Wall Layouts, Scale 1"= 20'
- Construction phasing (scale 1"=30') and temporary traffic control sheets (scale 1"= 100').
- Drainage area maps (with drainage calculations on separate sheets as necessary) for alley drainage improvements. Scale 1"= 100'.
- Storm drain improvement plan & profile sheets. Scale 1"= 20'H; 1"=5'V.
- SWPPP sheets meeting EPA and City of Plano requirements. Scale 1"= 40'. Include the City WORD file form, "City of Plano CIP Projects – SWPPP Operator Requirements" as a sheet in the plans as part of the SWPPP.
- Cross –Sections. Scale 1"=20'H;1"=2'V
- Screening Wall Details
- Retaining Wall Details
- Miscellaneous Details

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
3. Prepare outline of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.

5. Submit five (5) sets of preliminary plans, and one (1) set of outline of special technical specifications and preliminary statement of probable construction cost to the City for review.

- Engineering
- Public Works
- Inspectors
- Transportation
- File Set

6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.

7. Provide an electronic PDF format half size set of preliminary utility coordination drawings (11" x 17" sheets to scale) to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, typical sections, wall layouts, paving sheets, and cross sections.

F. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details (those not included in the City of Plano Standard Details) into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit five (5) sets of pre-final plans and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Provide an electronic PDF format half size set of final utility coordination drawings (11" x 17" sheets to scale) to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, typical sections, paving sheets, utility sheets and cross sections.
10. Submit three (3) sets of final black line prints, three (3) bound copies of the bid documents and one (1) unbound original bid document set to the City of Plano and one MSWORD electronic copy of the final Bid Schedule.
11. Submit one (1) set of final black line prints and one (1) bound copy of the bid documents to the designated Material Testing Laboratory.

G. Bid Phase Services –

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents for up to five (5) plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Assist City staff in conducting a pre-bid conference, if required.
5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
7. Submit a CD-ROM disk of the bid set plans in a PDF format.
8. Provide bid tabulation to the City of Plano within four working days of the bid letting.
9. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
10. Assist City staff in a pre-construction conference.
11. Furnish eleven (11) full size and four (4) half size sets of final construction plans and seven (7) sets of the contract documents manual to the City for construction.

H. Construction Administration –

1. When requested, provide periodic site visits (estimate 1 per month if requested) by the design engineer in response to questions during construction with a written inspection report submitted to the City for each visit.
2. Provide written responses to requests for information or clarifications.
3. Prepare plan and quantity revisions as required for change orders. The City of Plano will prepare the actual change order and get it executed by the contractor.
4. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and two (2) CD-ROM disks containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

I. Construction Control Survey –

1. Set vertical and horizontal control stakes for construction at 500' intervals, and a minimum of one at each end of each project site.

SPECIAL SERVICES:

A. Right-of-Way and Easement Surveying –

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for one (1) right-of-way parcel on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for one (1) temporary construction easement on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
3. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for one (1) permanent easement on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
4. Prepare exhibits with the field notes first and drawings second. Both the field notes and the drawing shall be labeled as Exhibit "A". Each parcel shall be assigned its own separate number.
5. Set new iron pins at all new corners, PC's and PT's of new right-of-way.

A. Geotechnical Investigation and Reporting –

1. Obtain geotechnical report and recommendations for proposed wall designs at Sites 1, 2, 3, 4, and 5.

**EXHIBIT B
COMPLETION SCHEDULE**

**SCREENING AND RETAINING WALLS
AT CUSTER, INDEPENDENCE AND US 75
PROJECT No. 6250
CIP NO. 37865**

Activity	Completion Time (Calendar Days)
1. Notice to Proceed	1
2. Research and Data Collection	7
3. Design Survey	30
4. ROW/Easement Requirements	2
5. Preliminary Design	90
6. City Review	30
7. Final Design (Pre-Final Submittal) / ROW & Easement Documents	35
8. City Review	30
9. Final Design/ Documents for Bidding	14
10. City Review	30
11. Advertise for Bids/Receive Bids	30
12. Recommendation	7
13. Prepare Council Agenda	21
14. Council Award	0
15. Prepare/Execute Contract	45
16. Schedule Preconstruction	14
17. Notice to Proceed	14
18. Construction	

**EXHIBIT C
PAYMENT SCHEDULE**

**SCREENING AND RETAINING WALLS
AT CUSTER, INDEPENDENCE AND US 75
PROJECT No. 6250
CIP NO. 37865**

WORK STAGE SUBMITTAL OR COMPLETION	TOTAL
1. Research and Data Collection	\$2,240.
2. Design Survey	23,260.
4. ROW/Easement Requirements	750.
5. Preliminary Design	51,600.
5. Final Design	34,760.
6. Bid Phase	3,020.
7. Construction Administration	6,220.
8. Construction Control Survey	2,150.
Total Basic Fee	\$ <u>124,000.</u>
9. Special Services –	
a. Right-of –way Document/Monuments (1 @ \$830.00/ea.)	830.
b. Temporary Easement Documents (1 @\$ 340.00/ ea.)	340.
c. Permanent Easement Documents (1@\$ 340.00/ea.)	340.
d. Geotechnical Investigation/Report (Terracon):	10,500.
Total Special Services	\$ <u>12,010.</u>
Total Fee	\$ <u>136,010.</u>

EXHIBIT "D"
ENGINEERING

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 Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer 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 Engineer 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 Engineer 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 Engineer'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 Engineer 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 Engineer 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 Engineer 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 Engineer, and the Engineer 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 Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

- 2.1 The Engineer 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 Engineer 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 Engineer's Insurance – Claims Made

Professional Errors and Omissions

The Engineer 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

ENGINEERING

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	\$500,000 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 R-Delta Engineers, Inc. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of R-Delta Engineers, Inc. is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

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

R-Delta Engineers, Inc.

Name of Consultant

By:

[Handwritten Signature]

Signature

FRANK A. POLMA

Print Name

VP OPERATIONS

Title

10/2/12

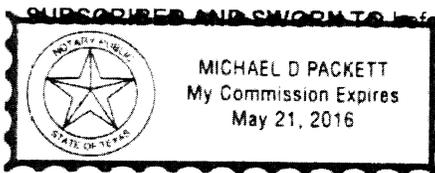
Date

STATE OF TEXAS

§

COUNTY OF DALLAS

§



[Handwritten Signature]
Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

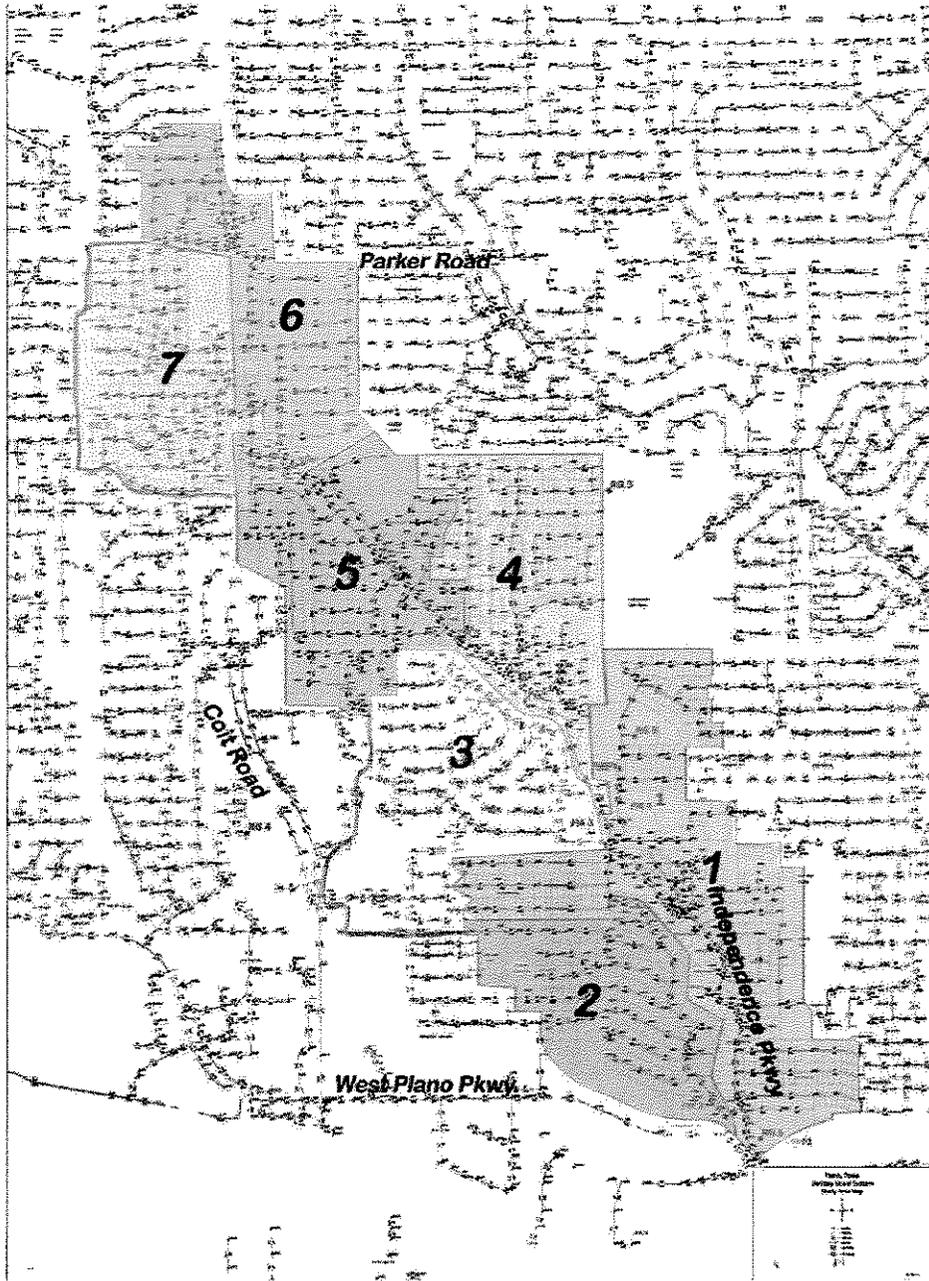
CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/22/12		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #):			Kathleen Schonne X-7198	
			Project No. 6075.1	
CAPTION				
To approve a Professional Services Agreement by and between the City of Plano and Pipeline Analysis, LLC, in the amount of \$209,237 for the Prairie Creek Basin Sanitary Sewer Assessment project 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	48,995	230,000	0	278,995
Encumbered/Expended Amount	-48,995	0	0	-48,995
This Item	0	-209,237	0	-209,237
BALANCE	0	20,763	0	20,763
FUND(S): SEWER CIP				
<p>COMMENTS: Funds are included in the FY 2012-13 Sewer CIP. This item, in the amount of \$209,237, will leave a current year balance of \$20,763 for the Prairie Creek Basin I/II project.</p> <p>STRATEGIC PLAN GOAL: Design of Prairie Creek Basin Infiltration/Inflow Analysis relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This agreement, with Pipeline Analysis, LLC, is for a sanitary sewer assessment of inflow and infiltration in the Prairie Creek basin. The assessment will be conducted on four sub-basins that were found to have the worst cases of inflow and infiltration during a previous evaluation of this basin. The purpose of this project is to identify the sources of infiltration and inflow of water into sewer lines and provide recommendations to address the problems.</p> <p>The contract fee is for ` \$209,236.99, and is detailed as follows:</p>				
<u>DESCRIPTION:</u>				
100.	Mobilization/Startup			\$1,000.00
200.	Manhole/Pipe Inspection/Data Entry			\$37,107.00
300.	Smoke Testing- Public Awareness, Data Entry			\$51,631.82
400.	Dye Flooding			\$3,240.00
500.	Preparatory Cleaning			\$34,220.90
600.	CCTV/Logs/DVD/Analysis			
	a. CCTV (No Pre-cleaning)			\$46,369.50
	b. CCTV SSA Defects-15%			\$20,712.77



CITY OF PLANO COUNCIL AGENDA ITEM

700.	Portable Zoom Camera Inspection for no access ROW	0.00
800.	Admin., Project Mgt.	\$1,680.00
900.	Defect Analysis/Rehabilitation	\$3,700.00
1000.	Database tabular listing	\$900.00
1100.	Rehab. Cost Estimates/Priority Ranking/Method	\$1,375.00
1200.	Mapping/Database	\$950.00
1300.	Draft/Final Report/ Preliminary Rehabilitation Plan	\$6,350.00
TOTAL NOT TO EXCEED		\$209,236.99
List of Supporting Documents: Location Map; Engineering Services Agreement		Other Departments, Boards, Commissions or Agencies N/A

Sanitary Sewer Assessment-
Prairie Creek Basin
Project #6075.1



PRAIRIE CREEK BASIN SANITARY SEWER ASSESSMENT

PROJECT NO. 6075.1

ENGINEERING 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 **PIPELINE ANALYSIS, LLC**, a **TEXAS** Limited Liability Company hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **PRAIRIE CREEK BASIN SANITARY SEWER ASSESSMENT** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering 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 Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer 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 Engineer 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 Engineer, 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 Engineer 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 Engineer and available in City's files.

VI. Insurance

Engineer agrees to meet all insurance requirements, and to require all consultants who perform work for Engineer to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Engineer agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Engineer shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Engineer'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 ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER 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 ENGINEERS. 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.

ENGINEER 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 ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER 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 ENGINEER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer 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 Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

IX. Assignment and Subletting

The Engineer 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 Engineer 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 Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer 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 Engineer 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 Engineer shall execute the affidavit shown in Exhibit "E". Engineer 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 Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer 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. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer 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, Engineer 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 Engineer'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, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Public Works Department, Suite 250
P.O. Box 860358
Plano, TX 75086-0358
Attn: Shahrzad Tavana, P.E.

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

Pipeline Analysis, LLC
1115 Main Street
Garland, TX 75040
Attn: James H. Forbes, Jr., P.E.

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 Engineer, 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.

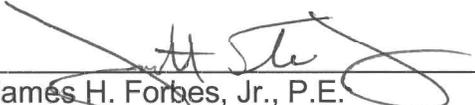
G. Authority to Sign:

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.

PIPELINE ANALYSIS, LLC
A Texas Limited Liability Company

DATE: Oct. 4, 2012

BY: 
James H. Forbes, Jr., P.E.
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

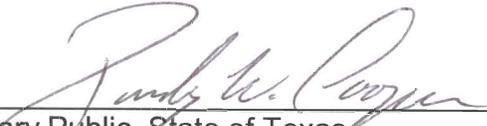
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

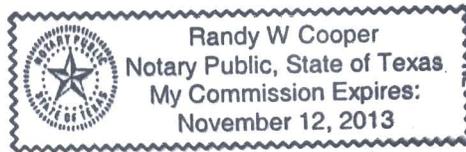
ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 4th day of Oct., 2012, by **JAMES H. FORBES, JR., P.E., President**, of **Pipeline Analysis, LLC**, a Texas Limited Liability Company, on behalf of said limited liability company.



Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2012, 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
PRAIRIE CREEK BASIN
SANITARY SEWER ASSESSMENT
PROJECT NUMBER 6075.1

PROJECT DESCRIPTION

This project will consist of a Sanitary Sewer Assessment of portions of the Prairie Creek Basin. The service areas included in this scope of services is shown in Figure 1 – Study Area Map. The approach to the work tasks is organized around the City’s objectives for this project:

- Reduction in dry and wet weather infiltration/inflow
- Cost controls and Least Cost Rehabilitation Alternatives
- Attainment of long-term Infiltration/Inflow solutions
- Collection System Capacity Assurance
- Regulatory compliance
- Customer satisfaction

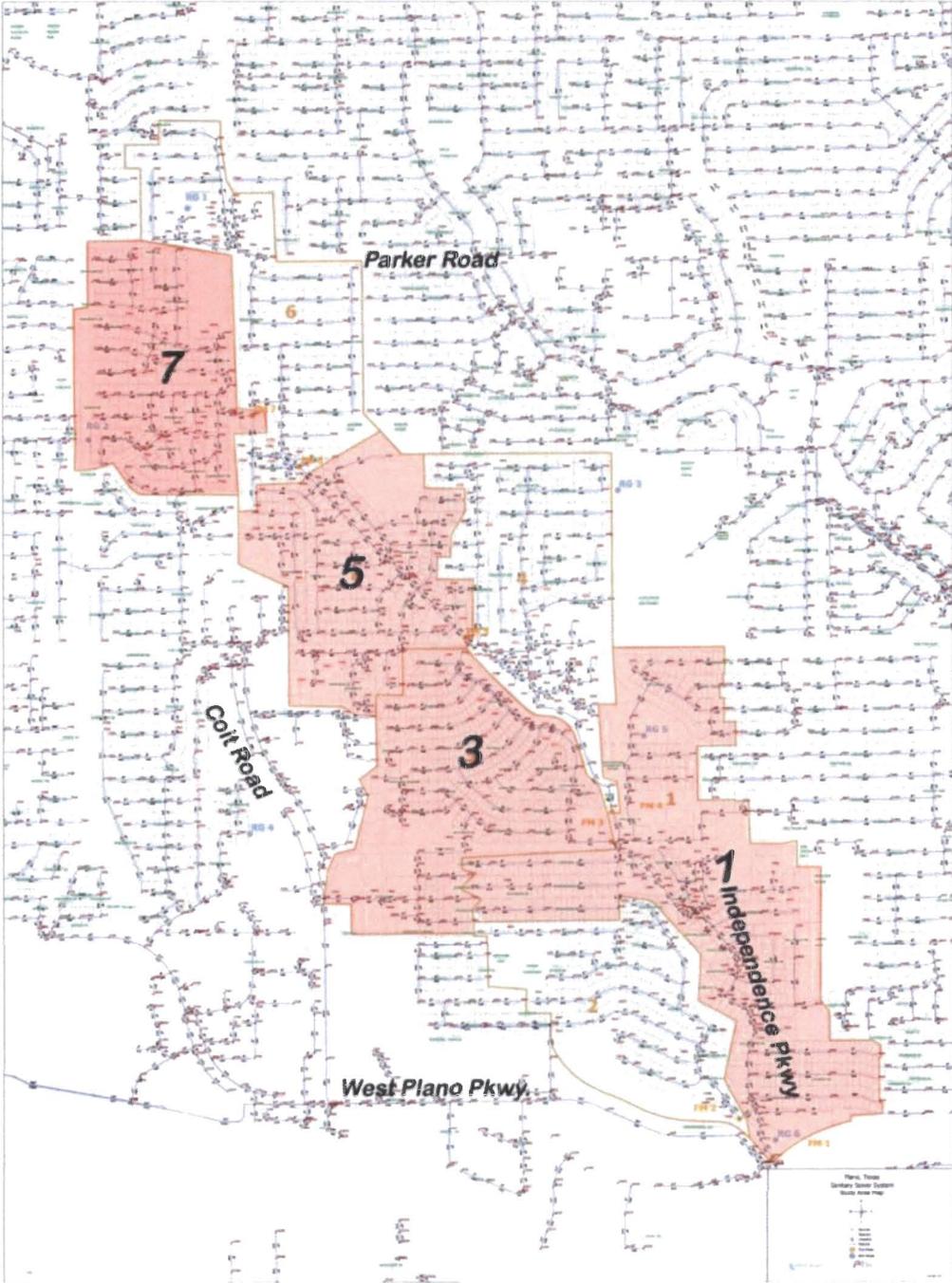
BASIC SERVICES

The investigation objectives and goals will be achieved through the performance of the following Sanitary Sewer Assessment:

Prairie Creek Basins 1, 3, 5 and 7

Task	Description	Quantity
100	Mobilization/Startup	L.S.
200	Manhole/Pipe Inspection/Data Entry	399 each
300	Smoke Testing- Public Awareness, Data Entry	120,074 linear feet
400	Dye Flooding	9 each
500	Preparatory Cleaning - 15% (for Task 600b. only)	18,011 linear feet
600	CCTV/Logs/DVD/Analysis	
600a	a. Prairie Creek Interceptor CCTV (no pre-cleaning)	16,270 linear feet
600b	b. CCTV SSA Defects - 15%	18,011 linear feet
700	Portable Zoom Camera Inspection for no access ROW	each
800	Admin., Project Mgt.	L.S.
900	Defect Analysis/Rehabilitation	L.S.
1000	Database tabular listing	L.S.
1100	Rehab. Cost Estimates/Priority Ranking/Method	L.S.
1200	Mapping/Database	L.S.
1300	Draft/Final Report/ Preliminary Rehabilitation Plan	L.S.

FIGURE 1 - PRAIRIE CREEK SUB-BASINS 1, 3, 5 AND 7 AND CITY OWNED INTERCEPTOR



SANITARY SEWER ASSESSMENT (SSA) FOR PRAIRIE CREEK SUB-BASINS 1, 3, 5 AND 7

The following summarizes the various field testing and inspection tasks anticipated to complete a Sanitary Sewer Assessment (SSA) of the recommended priority areas within the City of Plano wastewater collection system. The sub-basins included in the SSA account for approximately 80% of the wet weather rainfall dependent infiltration/inflow within the basins.

TASK 100 MOBILIZATION/STARTUP

Mobilize project team and coordinate startup. Establish personnel assignments and responsibilities. Inventory equipment needs and order expendable supplies.

TASK 200 MANHOLE AND PIPE INSPECTION & REHABILITATION PLAN

Manholes can be a significant source of extraneous infiltration/inflow and thereby reduce system wet weather capacity. For this reason field crews will inspect each manhole within the designated study area.

The data gathered during this phase of the project will be used to prioritize manholes for rehabilitation and establish the base data necessary to accurately determine mainline sewer rehabilitation alternatives and costs. Other important deliverables resulting from this work task are the updating of the collection system GIS map, determination of debris levels in pipes, condition of right-of-way, and record structural conditions of manholes. This information is critical in preparing subsequent rehabilitation plans, cleaning requirements to restore capacity and updating of the system maps.

Inspection personnel will use digital cameras during the inspection of all manholes on this project. All photographs will be included in the field inspection computer database so that a permanent electronic record can be maintained. During inspection, each of the following types of information will be obtained to establish the condition and prioritize least cost repairs:

1. Basin Designation
2. Manhole/Cleanout ID
3. Inspection Status
4. Address
5. Surface cover, grade, type of cover (paved, yard, etc.)
6. Material of construction – brick, concrete, etc.
7. Area and Internal photo of manhole
8. All incoming and outgoing pipe depths from rim to invert
9. All incoming and outgoing pipe digital photographs
10. All incoming and outgoing pipe material of construction
11. Outgoing pipe length
12. Debris depth
13. Defects – Active, Evidence or No Infiltration/Inflow with digital photographs
14. Field corrections to collection system map

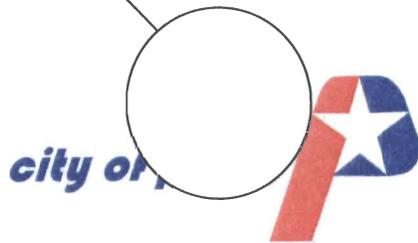
TASK 300 SMOKE TESTING OF STUDY AREA

Smoke testing will provide detailed information on wet weather inflow sources for the high priority study areas determined from the flow monitoring. In order to identify defects in the lines, a non-toxic smoke will be forced into the sewer by high capacity blowers. Data documentation includes measurements from two permanent points, use of GPS where possible, and will be sufficient to establish the location of each defect and determine the best repair method and priority. Color digital photographs will be taken to document each defect during the smoke test.

Forty-eight (48) hours prior to testing, door hangers will be used to notify residents. A local telephone number will be provided for those individuals with questions or for anyone requiring special assistance. Each day the fire department will be notified of the crew location since smoke may enter homes through defective plumbing.

DELIVERABLES:

- Defects listing and database
- Defect location sketch
- Digital photographs
- Smoke Notification Flyers and Notification of Residents
- Priority ranking of defects (both private and public sector)
- Repair methods and estimated costs
- GPS smoke defect locations to sub-meter accuracy where possible



SMOKE TESTING NOTICE TO RESIDENT

For the next few days, inspection crews will conduct a physical survey of the wastewater collection system. Pipeline Analysis will perform this study, which involves opening manholes in the streets and backyard utility easements. Information gained from this study will be used to repair and improve the wastewater collection system.

One important task of the survey will be smoke testing of sewer lines to locate breaks and defects in the system. During this testing, white smoke will exit through vent pipes on the roofs of homes and through sewer line breaks. The smoke is non-toxic, leaves no residue, and creates no fire hazard. The smoke should not enter your home unless defective plumbing exists or drain traps are dry.

If you have seldom-used drains, please pour a gallon of water in the drain to fill the drain trap. This procedure will help prevent the possibility of smoke entering your living areas through those drains.

Field crews will perform testing of all sewers in the area. At no time will field crews have to enter your business or residence.

Your cooperation is appreciated. Should you have any additional questions concerning this study or if you desire special assistance, please phone:

972-479-0655



TASK 400 DYE FLOODING

Dye water testing can be anticipated to assist in the location and quantifying of specific defects during the CCTV inspection. Non-toxic dye will be introduced as a powder or liquid. Cross-connections, roof drains and area drains that are suspected of being connected to the sanitary sewer will be positively identified using the dye tracer procedure. Field documentation and photographs will be used to record all findings. Internal inspection will determine the exact source of the 'cross-connection' and establish the best repair option (i.e., point repair, direct connection, etc.).

TASK 500 AND 600 PREPARATORY CLEANING AND CLOSED CIRCUIT TELEVISION INSPECTION

A listing of line segments recommended for internal cleaning and closed circuit television inspection (CCTV) inspection will be prepared and will be based on previous pipe inspection, smoke testing results, SSO locations and maintenance locations identified during the SSA (Task 600b). In addition, major trunk interceptors will be CCTV inspected (Task 600a) to determine condition, evidence of groundwater infiltration/inflow and to document current conditions and potential need for rehabilitation. Preparatory cleaning (Task 500) shall consist of hydraulic jet cleaning to facilitate the internal CCTV inspection on the smaller diameter pipelines. Debris will be removed from the line and transported for disposal. Knowing the conditions, locations of services, degree of pipe deterioration, etc. is paramount in developing the least cost alternatives. Note that the major trunk interceptors generally follow the creeks and in many cases have limited access for cleaning equipment. Therefore, pre-cleaning of the large diameter interceptor prior to CCTV inspection is not recommended for the condition assessment. The following information will be provided:

1. Field forms, equipment, supplies and oversight QA/QC
2. Document findings. Data to include:
 - a. Date inspected
 - b. Line segment being inspected
 - c. Project name
 - d. Location (Address)
 - e. Footage location from manhole
 - f. Defect code and/or type and severity rating using the national Pipeline Assessment Certification Program (PACP) codes
 - g. Pipeline surface cover

3. Review tapes and logs
4. Provide digital video on hard disk of segments televised
5. Summary of line segments cleaned and CCTV'd
6. Results of TV inspection summarized on printed logs
7. Video of inspection in digital format
8. Prepare prioritized mainline rehabilitation plan

TASK 700 PORTABLE ZOOM CAMERA INSPECTION

Where right of way will not permit placement of cleaning and/or CCTV equipment, a portable zoom camera may be used to inspect mainline sewers recommended for CCTV. The portable self-contained zoom camera will record digital video to obtain as much information as possible on the condition of the pipeline being inspected. Recorded data will be reviewed and recommendations on the rehabilitation method(s) will be determined where possible. The use of a zoom camera will only be considered where conventional CCTV equipment cannot be used.

TASK 800 ADMINISTRATION AND PROJECT MANAGEMENT

This task includes internal project administration and oversight including scheduling, budget, quality assurance and control meetings and reporting. The project schedule will be reviewed in detail and milestones for the completion of each task will be assigned. The project schedule will be reviewed and updated monthly to ensure that all tasks are completed in a timely and organized fashion.

Management work items include:

1. Field crew supervision and project planning
2. Obtain initial maps for field use and verification
3. Prepare monthly billings
4. Schedule equipment and order supplies
5. Monthly meetings and progress reports

TASK 900 DEFECT ANALYSIS

This project will generate a considerable amount of data that will require proper entry and quality control. Data collection will include the following:

1. All collected data will be included in a Microsoft Access or Excel spreadsheet.
2. All collected defect data will be correlated between sources to address duplicate defects that were identified by different testing methods.
3. Defect data will be presented graphically (data visualization) using the City of Plano GIS mapping system.
4. Evaluate the various rehabilitation options (including trenchless methods) based on the soils, line cover, pipe depth, easement restrictions, pipe material and defects identified. Much of the baseline data required for rehabilitation decision is gathered during the normal course of field investigations. For example, "area photos" are taken of each manhole in the direction of the outgoing pipe. This photograph not only shows the location of the manhole but also provide data on the line cover and easement conditions.
5. Since private sector defects can contribute to excessive inflow, proper documentation for subsequent repair is important. Property owner address, photograph and sufficient information to document the defect will be recorded and incorporated into the database.
6. Rehabilitation recommendations will consider the best repair for the particular asset (manhole, pipeline, etc.) being rehabilitated. A long-term least-cost solution may have an initial higher cost, but provide a higher level of service and lower operating and maintenance cost.

TASK 1000 DATABASE TABULAR LISTING

All inspection forms, photographs and sketches taken during the field investigation efforts will be provided as documentation and compiled into an Excel spreadsheet summary. Sketches will be scanned in pdf electronic format and referenced. Each system defect will be prioritized and sorted by repair method. An updated electronic collection system map will be provided and will be used to reference each system defect by line segment and manhole number.

TASK 1100 REHABILITATION COST ESTIMATES/FINAL PRIORITY RANKING

Based on the inspection and testing results, the severity of each defect will be evaluated and the estimated cost for repair will be assigned. Both public and private sector defects identified during the project will be evaluated. Estimated rehabilitation costs will utilize current bid tabulations to accurately estimate construction costs. For each public and private sector asset, a priority repair number will be assigned along with repair method and estimated cost.

TASK 1200 GIS MAPPING/DATABASE

This task will update the existing GIS maps based on the field observations. Where new lines are discovered during the course of the project they will be added to the GIS maps with new asset numbers added. All manhole, cleanout and mainline sewers will be identified by unique identifiers approved by the City. The updated GIS maps and database will be provided upon the completion of the project.

TASK 1300 DRAFT/FINAL SSES REPORT

The Draft and Final report will include an executive summary, conclusions, recommendations and estimated costs. This report will summarize all field activities and provide a summary for use by management. Prepare and submit one (1) Draft Final Report in hard copy and five (5) draft report copies on CD-ROM for review and comments. Address comments and submit three (3) bound Final Reports in hard copy and ten (10) final report copies on CD-ROM which will include electronic data summaries, rehabilitation costs and supporting tables and maps. The comprehensive reports to include the following:

1. Executive Summary
2. Description of all tasks undertaken including methodologies
3. Manhole Rehabilitation Plan
4. Mainline Rehabilitation Plan
5. Service Lateral Rehabilitation Plan
6. Appendix of collected field data, photographs and electronic database
7. Conclusions and recommendations

8. CD-ROM/DVD with final report, databases and photographs and project hard drive with CCTV digital video, scanned defect location sketches, GIS maps, project photographs and report data
9. Data visualization maps showing prioritized rehabilitation plan
10. Updated GIS maps
11. Reports shall be bound. All field data, photographs, sketches, maps, database, report narrative, etc. will be placed on hard drive and included with the Final Report.

EXHIBIT "B"

SCHEDULE OF WORK

The work will be initiated immediately upon receipt of Authorization to Proceed, and is estimated to be completed within approximately twelve months from the notice to proceed. If uncooperative weather conditions are encountered during the study period (i.e. inadequate rainfall preventing analysis of wet weather infiltration/inflow) the project schedule can be extended at the City's option.

Basic Services Schedule

Prairie Creek Sub-basins 1, 3, 5 and 7 Sanitary Sewer Assessment

Task	Description	Month													
		1	2	3	4	5	6	7	8	9	10	11	12		
100	Mobilization/Startup	█													
200	Manhole/Pipe Inspection/Data Entry	█	█	█	█										
300	Smoke Testing- Public Awareness, Data Entry			█	█	█	█								
400	Dye Flooding						█	█	█						
500	Preparatory Cleaning - 15% (for Task 600b. only)						█	█	█						
600a	a. Trunk Interceptor (no pre-cleaning)			█	█	█									
600b	b. CCTV SSA Defects - 15%						█	█	█						
700	Portable Zoom Camera Inspection for no access ROW			█	█	█	█	█	█						
800	Admin., Project Mgt.	█	█	█	█	█	█	█	█	█	█	█	█	█	█
900	Defect Analysis/Rehabilitation			█	█	█	█	█	█	█	█	█	█	█	█
1000	Database tabular listing			█	█	█	█	█	█	█	█	█	█	█	█
1100	Rehab. Cost Estimates/Priority Ranking/Method					█	█	█	█	█	█	█	█	█	█
1200	Mapping/Database	█	█	█	█	█	█	█	█	█	█	█	█	█	█
1300	Draft/Final Report/ Preliminary Rehabilitation Plan											█	█	█	█

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

Basic Services

Payment for the Sanitary Sewer Assessment (SSA) work shall be a unit price for each manhole, dye flood, zoom camera setup and for each linear foot of mainline smoke tested, cleaned and televised. Cannot locate (CNL) manholes will not be billed. Manholes that are located, but buried or could not be opened will be billed and a list will be provided the City project manager. If the City uncovers or provides access, then these manholes will be re-inspected to gather inspection data at no additional charge. The basis for partial payment will be the unit rate multiplied by the number of units completed. Lump sum items will be billed based on the percentage completion of the work task. The total contract for basic services associated with the Sanitary Sewer Assessment (SSA) of the Prairie Creek Sub-basins will not exceed \$209,236.99 without an amendment to this contract and authorization by the City to perform additional services.

Basic Services	Total
Prairie Creek 1, 3, 5 and 7	\$209,236.99

Detailed Cost Summaries

Sanitary Sewer Assessment (SSA) Prairie Creek Basin Cost Summary Prairie Creek Basins 1, 3, 5 and 7

Task	Description	Quantity	Unit Price	Total
100	Mobilization/Startup	L.S.	L.S.	\$1,000.00
200	Manhole/Pipe Inspection/Data Entry	399 each	\$ 93.00	\$37,107.00
300	Smoke Testing- Public Awareness, Data Entry	120,074 linear feet	\$ 0.43	\$51,631.82
400	Dye Flooding	9 each	\$ 360.00	\$3,240.00
500	Preparatory Cleaning - 15% (for Task 600b, only)	18,011 linear feet	\$ 1.90	\$34,220.90
600	CCTV/Logs/DVD/Analysis			
600a	a. Prairie Creek Interceptor CCTV (no pre-cleaning)	16,270 linear feet	\$ 2.85	\$46,369.50
600b	b. CCTV SSA Defects - 15%	18,011 linear feet	\$ 1.15	\$20,712.77
700	Portable Zoom Camera Inspection for no access ROW	each	\$ 325.00	\$0.00
800	Admin.,Project Mgt.	L.S.	L.S.	\$1,680.00
900	Defect Analysis/Rehabilitation	L.S.	L.S.	\$3,700.00
1000	Database tabular listing	L.S.	L.S.	\$900.00
1100	Rehab. Cost Estimates/Priority Ranking/Method	L.S.	L.S.	\$1,375.00
1200	Mapping/Database	L.S.	L.S.	\$950.00
1300	Draft/Final Report/ Preliminary Rehabilitation Plan	L.S.	L.S.	\$6,350.00
	Total Not to Exceed			\$209,236.99

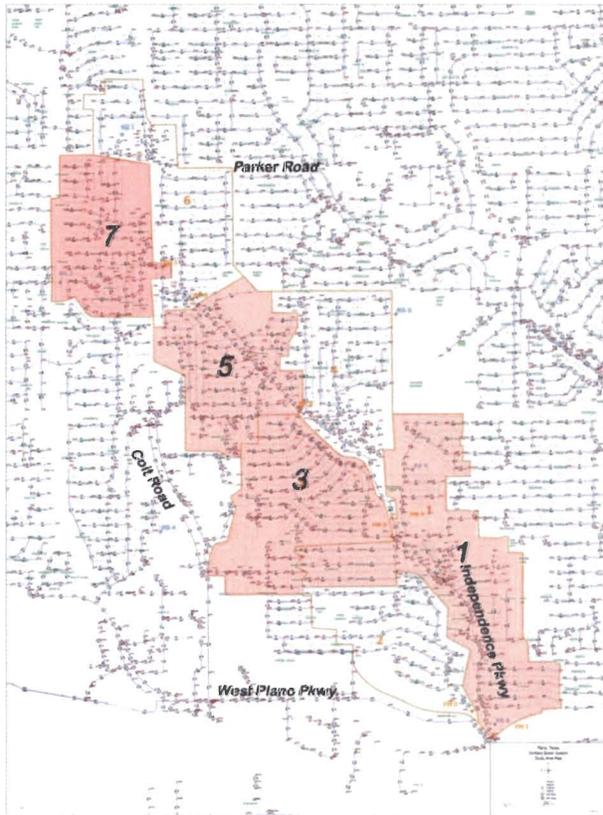


EXHIBIT "D"
ENGINEERING
INSURANCE

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 Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer 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 Engineer 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 Engineer 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 Engineer'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 Engineer 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 Engineer 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 Engineer 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 Engineer, and the Engineer 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 Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

- 2.1 The Engineer 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 Engineer 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 Engineer's Insurance – Claims Made

Professional Errors and Omissions

The Engineer 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

ENGINEERING

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/16/2012

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

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

PRODUCER Davis-Dyer-Max Insurance a Member of the Insurors Group P.O. Box 495429 Garland TX 75049	CONTACT NAME: Michele McGill PHONE (A/C No. Ext): (972) 864-0400 E-MAIL ADDRESS: michele.mcgill@davis-dyer-max.com	FAX (A/C. No.): (972) 278-8400
	INSURER(S) AFFORDING COVERAGE	
INSURED Pipeline Analysis, LLC 1115 Main Street Garland TX 75040-6130	INSURER A: Employers Mutual Casualty NAIC # 21415	
	INSURER B: Underwriters @ Lloyds, London	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** Amended 12-13 Renewal **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		2N91686	5/21/2012	5/21/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X		2R91686	5/21/2012	5/21/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2K91686	5/21/2012	5/21/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	2P91686	5/21/2012	5/21/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			PPIP00112 Retro Date: 09/28/2004	9/28/2012	9/28/2013	General Aggregate 2,000,000 Each Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Prairie Creek Basin Infiltration/Inflow Analysis - Project Number: 6075 - The General Liability, Automobile, & Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement only when there is a written contract between the named insured and the certificate holder.

CERTIFICATE HOLDER City of Plano Public Works Engineering Dept. 1520 K Avenue Plano, TX 75074 <i>09-25-12</i>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Larry Hughston/CT <i>Larry T. Hughston</i>

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of Pipeline Analysis, LLC and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Pipeline Analysis, LLC 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.

Pipeline Analysis, LLC
Name of Consultant

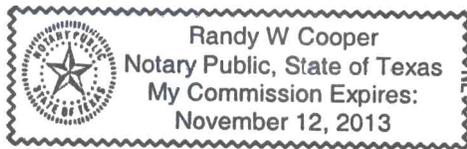
By:

[Signature]
Signature

James H. Forbes Jr
Print Name

President
Title

Oct 4, 2012
Date



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 4th day of Oct., 2012.

[Signature]
Notary Public, State of Texas



**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:	10/22/12
Department:	Public Works
Department Head:	Gerald P. Cosgrove, P.E.
Agenda Coordinator (include phone #): Kathleen Schonne X-7198	
Project No. 6228.1	

CAPTION

To approve a Professional Services Agreement by and between the City of Plano and Pipeline Analysis, LLC, in the amount of \$502,283 for the Lower White Rock Creek Sanitary Sewer Assessment project and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	178,233	821,767	0	1,000,000
Encumbered/Expended Amount	-178,233	0	0	-178,233
This Item	0	-502,283	0	-502,283
BALANCE	0	319,484	0	319,484

FUND(S): SEWER CIP

COMMENTS: Funds are included in the FY 2012-13 Sewer CIP. This item, in the amount of \$502,283, will leave a current year balance of \$319,484 for the Lower White Rock Creek I/II Study project.

STRATEGIC PLAN GOAL: Design of Lower White Rock Creek Sanitary Sewer Assessment relates to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

This agreement, with Pipeline Analysis, LLC is for a sanitary sewer assessment of inflow and infiltration in the Lower White Rock Creek basin. The assessment will be conducted on eight sub-basins that were found to have the worst cases of inflow and infiltration during the previous evaluation of this basin. The purpose of this project is to identify the sources of infiltration and inflow of water into sewer lines and provide recommendations to address the problems.

The contract fee is for \$502,282.95, and is detailed as follows:

DESCRIPTION:

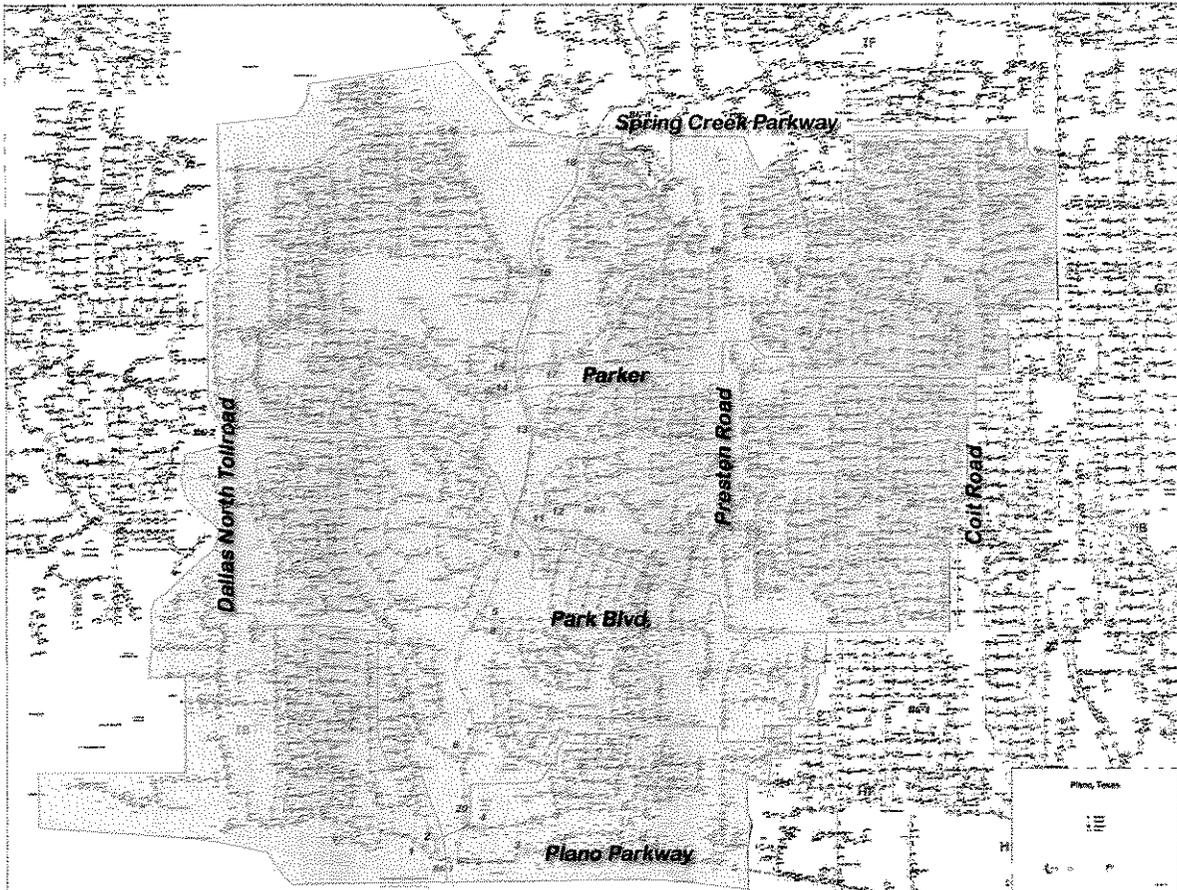
100. Mobilization/Startup	\$1,100.00
200. Manhole/Pipe Inspection/Data Entry	\$115,134.00
300. Smoke Testing- Public Awareness, Data Entry	\$143,641.50
400. Dye Flooding	\$9,000.00
500. Preparatory Cleaning	\$95,205.20
600. CCTV/Logs/DVD/Analysis	
a. CCTV (No Pre-cleaning)	\$46,378.05
b. CCTV SSA Defects-15%	\$57,624.20



CITY OF PLANO COUNCIL AGENDA ITEM

700.	Portable Zoom Camera Inspection for no access ROW	0.00
800.	Admin., Project Mgt.	\$4,000.00
900.	Defect Analysis/Rehabilitation	\$8,800.00
1000.	Database tabular listing	\$2,200.00
1100.	Rehab. Cost Estimates/Priority Ranking/Method	\$3,000.00
1200.	Mapping/Database	\$2,200.00
1300.	Draft/Final Report/ Preliminary Rehabilitation Plan	\$14,000.00
TOTAL NOT TO EXCEED		\$502,282.95
List of Supporting Documents: Location Map; Engineering Services Agreement		Other Departments, Boards, Commissions or Agencies N/A

Sanitary Sewer Assessment-
Lower White Rock Creek Basin
Project #6228.1



LOWER WHITE ROCK CREEK SANITARY SEWER ASSESSMENT

PROJECT NO. 6228.1

ENGINEERING 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 **PIPELINE ANALYSIS, LLC**, a **TEXAS** Limited Liability Company, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **LOWER WHITE ROCK CREEK SANITARY SEWER ASSESSMENT** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering 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 Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer 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 Engineer 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 Engineer, 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 Engineer 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 Engineer and available in City's files.

VI. Insurance

Engineer agrees to meet all insurance requirements, and to require all consultants who perform work for Engineer to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Engineer agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Engineer shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Engineer'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 ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER 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 ENGINEERS. 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.

ENGINEER 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 ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER 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 ENGINEER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer 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 Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

IX. Assignment and Subletting

The Engineer 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 Engineer 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 Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer 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 Engineer 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 Engineer shall execute the affidavit shown in Exhibit "E". Engineer 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 Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer 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. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer 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, Engineer 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 Engineer'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, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Public Works Department, Suite 250
P.O. Box 860358
Plano, TX 75086-0358
Attn: Tim Bennett, P.E.

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

Pipeline Analysis, LLC
1115 Main Street
Garland, TX 75040
Attn: James H. Forbes, Jr., P.E.

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 Engineer, 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.

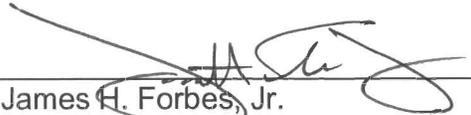
G. Authority to Sign:

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.

PIPELINE ANALYSIS, LLC
A Texas Limited Liability Company

DATE: Oct 3, 2012

BY: 
James H. Forbes, Jr.
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

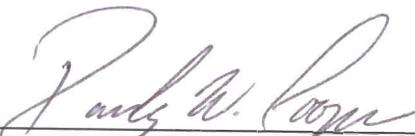
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

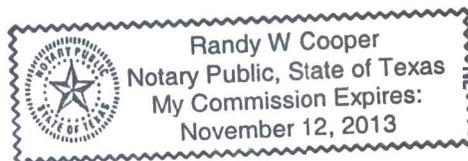
ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 3rd day of OCT., 2012, by **JAMES H. FORBES, JR., P.E., PRESIDENT**, of **PIPELINE ANALYSIS, LLC**, a **TEXAS** Limited Liability Company, on behalf of said limited liability company.



Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2012, 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
LOWER WHITE ROCK CREEK
INFILTRATION/INFLOW ANALYSIS
AND
SANITARY SEWER ASSESSMENT
PROJECT NUMBER 6228.1

PROJECT DESCRIPTION

This project will consist of a Sanitary Sewer Assessment of portions of the Lower White Rock Creek Basin. The service areas included in this scope of services is shown in Figure 1– Study Area Map. The approach to the work tasks is organized around the City’s objectives for this project:

- Reduction in dry and wet weather infiltration/inflow
- Cost controls and Least Cost Rehabilitation Alternatives
- Attainment of long-term Infiltration/Inflow solutions
- Collection System Capacity Assurance
- Regulatory compliance
- Customer satisfaction

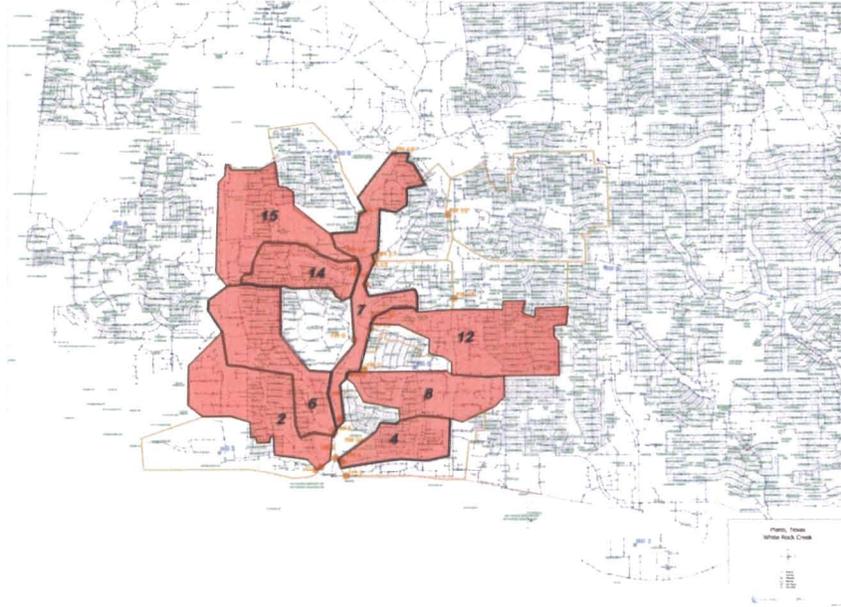
BASIC SERVICES

The investigation objectives and goals will be achieved through the performance of the following:

Lower White Rock Creek 15, 7,12,4,2,8,14 and 6

Task	Description	Quantity
100	Mobilization/Startup	L.S.
200	Manhole/Pipe Inspection/Data Entry	1238 each
300	Smoke Testing- Public Awareness, Data Entry	334,050 linear feet
400	Dye Flooding	25 each
500	Preparatory Cleaning - 15% (for Task 600b. only)	50,108 linear feet
600	CCTV/Logs/DVD/Analysis	
600a	a. Lower White Rock Creek Interceptor (no pre-cleaning)	16,273 linear feet
600b	b. CCTV SSA Defects - 15%	50,108 linear feet
700	Portable Zoom Camera Inspection for no access ROW	each
800	Admin.,Project Mgt.	L.S.
900	Defect Analysis/Rehabilitation	L.S.
1000	Database tabular listing	L.S.
1100	Rehab. Cost Estimates/Priority Ranking/Method	L.S.
1200	Mapping/Database	L.S.
1300	Draft/Final Report/ Preliminary Rehabilitation Plan	L.S.

Figure – Lower WHITE ROCK CREEK SUB-BASINS 2, 4, 6, 7, 8, 12, 14 AND 15
AND CITY OWNED INTERCEPTOR



SANITARY SEWER ASSESSMENT (SSA) FOR WHITE ROCK CREEK SUB-BASINS

The following summarizes the various field testing and inspection tasks anticipated to complete a Sanitary Sewer Assessment (SSA) of the recommended priority areas within the City of Plano wastewater collection system. The sub-basins included in the SSA account for approximately 80% of the wet weather rainfall dependent infiltration/inflow within the basins.

TASK 100 MOBILIZATION/STARTUP

Mobilize project team and coordinate startup. Establish personnel assignments and responsibilities. Inventory equipment needs and order expendable supplies.

TASK 200 MANHOLE AND PIPE INSPECTION & REHABILITATION PLAN

Manholes can be a significant source of extraneous infiltration/inflow and thereby reduce system wet weather capacity. For this reason field crews will inspect each manhole within the designated study.

The data gathered during this phase of the project will be used to prioritize manholes for rehabilitation and establish the base data necessary to accurately determine mainline sewer rehabilitation alternatives and costs. Other important deliverables resulting from this work task are the updating of the collection system GIS map, determination of debris levels in pipes, condition of right-of-way, and record structural conditions of manholes. This information is critical in preparing subsequent rehabilitation plans, cleaning requirements to restore capacity and updating of the system maps.

Inspection personnel will use digital cameras during the inspection of all manholes on this project. All photographs will be included in the field inspection computer database so that a permanent electronic record can be maintained. During inspection, each of the following types of information will be obtained to establish the condition and prioritize least cost repairs:

1. Basin Designation
2. Manhole/Cleanout ID
3. Inspection Status
4. Address
5. Surface cover, grade, type of cover (paved, yard, etc.)
6. Material of construction – brick, concrete, etc.
7. Area and Internal photo of manhole
8. All incoming and outgoing pipe depths from rim to invert
9. All incoming and outgoing pipe digital photographs
10. All incoming and outgoing pipe material of construction
11. Outgoing pipe length
12. Debris depth
13. Defects – Active, Evidence or No Infiltration/Inflow with digital photographs
14. Field corrections to collection system map

TASK 300 SMOKE TESTING OF STUDY AREA

Smoke testing will provide detailed information on wet weather inflow sources for the high priority study areas determined from the flow monitoring. In order to identify defects in the lines, a non-toxic smoke will be forced into the sewer by high capacity blowers. Data documentation includes measurements from two permanent points, use of GPS where possible, and will be sufficient to establish the location of each defect and determine the best repair method and priority. Color digital photographs will be taken to document each defect during the smoke test.

Forty-eight (48) hours prior to testing, door hangers will be used to notify residents. A local telephone number will be provided for those individuals with questions or for anyone requiring special assistance. Each day the fire department will be notified of the crew location since smoke may enter homes through defective plumbing.

DELIVERABLES:

- Defects listing and database
- Defect location sketch
- Digital photographs
- Smoke Notification Flyers and Notification of Residents

- Priority ranking of defects (both private and public sector)
- Repair methods and estimated costs
- GPS smoke defect locations to sub-meter accuracy where possible



SMOKE TESTING NOTICE TO RESIDENT

For the next few days, inspection crews will conduct a physical survey of the wastewater collection system. Pipeline Analysis will perform this study, which involves opening manholes in the streets and backyard utility easements. Information gained from this study will be used to repair and improve the wastewater collection system.

One important task of the survey will be smoke testing of sewer lines to locate breaks and defects in the system. During this testing, white smoke will exit through vent pipes on the roofs of homes and through sewer line breaks. The smoke is non-toxic, leaves no residue, and creates no fire hazard. The smoke should not enter your home unless defective plumbing exists or drain traps are dry.

If you have seldom-used drains, please pour a gallon of water in the drain to fill the drain trap. This procedure will help prevent the possibility of smoke entering your living areas through those drains.

Field crews will perform testing of all sewers in the area. At no time will field crews have to enter your business or residence.

Your cooperation is appreciated. Should you have any additional questions concerning this study or if you desire special assistance, please phone:

972-479-0655



TASK 400 DYE FLOODING

Dye water testing can be anticipated to assist in the location and quantifying of specific defects during the CCTV inspection. Non-toxic dye will be introduced as a powder or liquid. Cross-connections, roof drains and area drains that are suspected of being connected to the sanitary sewer will be positively identified using the dye tracer procedure. Field documentation and photographs will be used to record all findings. Internal inspection will determine the exact source of the 'cross-connection' and establish the best repair option (i.e., point repair, direct connection, etc.).

TASK 500 AND 600 PREPARATORY CLEANING AND CLOSED CIRCUIT TELEVISION INSPECTION

A listing of line segments recommended for internal cleaning and closed circuit television inspection (CCTV) inspection will be prepared and will be based on previous pipe inspection, smoke testing results, SSO locations and maintenance locations identified during the SSA (Task 600b). In addition, major trunk interceptors will be CCTV inspected (Task 600a) to determine condition, evidence of groundwater infiltration/inflow and to document current conditions and potential need for rehabilitation. Preparatory cleaning (Task 500) shall consist of hydraulic jet cleaning to facilitate the internal CCTV inspection on the smaller diameter pipelines. Debris will be removed from the line and transported for disposal. Knowing the conditions, locations of services, degree of pipe deterioration, etc. is paramount in developing the least cost alternatives. Note that the major trunk interceptors generally follow the creeks and in many cases have limited access for cleaning equipment. Therefore, pre-cleaning of the large diameter interceptor prior to CCTV inspection is not recommended for the condition assessment. The following information will be provided:

1. Field forms, equipment, supplies and oversight QA/QC
2. Document findings. Data to include:
 - a. Date inspected
 - b. Line segment being inspected
 - c. Project name
 - d. Location (Address)
 - e. Footage location from manhole
 - f. Defect code and/or type and severity rating using the national Pipeline Assessment Certification Program (PACP) codes
 - g. Pipeline surface cover

3. Review tapes and logs
4. Provide digital video on hard disk of segments televised
5. Summary of line segments cleaned and CCTV'd
6. Results of TV inspection summarized on printed logs
7. Video of inspection in digital format
8. Prepare prioritized mainline rehabilitation plan

TASK 700 PORTABLE ZOOM CAMERA INSPECTION

Where right of way will not permit placement of cleaning and/or CCTV equipment, a portable zoom camera may be used to inspect mainline sewers recommended for CCTV. The portable self-contained zoom camera will record digital video to obtain as much information as possible on the condition of the pipeline being inspected. Recorded data will be reviewed and recommendations on the rehabilitation method(s) will be determined where possible. The use of a zoom camera will only be considered where conventional CCTV equipment cannot be used.

TASK 800 ADMINISTRATION AND PROJECT MANAGEMENT

This task includes internal project administration and oversight including scheduling, budget, quality assurance and control meetings and reporting. The project schedule will be reviewed in detail and milestones for the completion of each task will be assigned. The project schedule will be reviewed and updated monthly to ensure that all tasks are completed in a timely and organized fashion.

Management work items include:

1. Field crew supervision and project planning
2. Obtain initial maps for field use and verification
3. Prepare monthly billings
4. Schedule equipment and order supplies
5. Monthly meetings and progress reports

TASK 900 DEFECT ANALYSIS

This project will generate a considerable amount of data that will require proper entry and quality control. Data collection will include the following:

1. All collected data will be included in a Microsoft Access or Excel spreadsheet.
2. All collected defect data will be correlated between sources to address duplicate defects that were identified by different testing methods.
3. Defect data will be presented graphically (data visualization) using the City of Plano GIS mapping system.
4. Evaluate the various rehabilitation options (including trenchless methods) based on the soils, line cover, pipe depth, easement restrictions, pipe material and defects identified. Much of the baseline data required for rehabilitation decision is gathered during the normal course of field investigations. For example, "area photos" are taken of each manhole in the direction of the outgoing pipe. This photograph not only shows the location of the manhole but also provide data on the line cover and easement conditions.
5. Since private sector defects can contribute to excessive inflow, proper documentation for subsequent repair is important. Property owner address, photograph and sufficient information to document the defect will be recorded and incorporated into the database.
6. Rehabilitation recommendations will consider the best repair for the particular asset (manhole, pipeline, etc.) being rehabilitated. A long-term least-cost solution may have an initial higher cost, but provide a higher level of service and lower operating and maintenance cost.

TASK 1000 DATABASE TABULAR LISTING

All inspection forms, photographs and sketches taken during the field investigation efforts will be provided as documentation and compiled into an Excel spreadsheet summary. Sketches will be scanned in pdf electronic format and referenced. Each system defect will be prioritized and sorted by repair method. An updated electronic collection system map will be provided and will be used to reference each system defect by line segment and manhole number.

TASK 1100 REHABILITATION COST ESTIMATES/FINAL PRIORITY RANKING

Based on the inspection and testing results, the severity of each defect will be evaluated and the estimated cost for repair will be assigned. Both public and private sector defects identified during the project will be evaluated. Estimated rehabilitation costs will utilize current bid tabulations to accurately estimate construction costs. For each public and private sector asset, a priority repair number will be assigned along with repair method and estimated cost.

TASK 1200 GIS MAPPING/DATABASE

This task will update the existing GIS maps based on the field observations. Where new lines are discovered during the course of the project they will be added to the GIS maps with new asset numbers added. All manhole, cleanout and mainline sewers will be identified by unique identifiers approved by the City. The updated GIS maps and database will be provided upon the completion of the project.

TASK 1300 DRAFT/FINAL SSES REPORT

The Draft and Final report will include an executive summary, conclusions, recommendations and estimated costs. This report will summarize all field activities and provide a summary for use by management. Prepare and submit one (1) Draft Final Report in hard copy and five (5) draft report copies on CD-ROM for review and comments. Address comments and submit three (3) bound Final Reports in hard copy and ten (10) final report copies on CD-ROM which will include electronic data summaries, rehabilitation costs and supporting tables and maps. The comprehensive reports to include the following:

1. Executive Summary
2. Description of all tasks undertaken including methodologies
3. Manhole Rehabilitation Plan
4. Mainline Rehabilitation Plan
5. Service Lateral Rehabilitation Plan
6. Appendix of collected field data, photographs and electronic database
7. Conclusions and recommendations

8. CD-ROM/DVD with final report, databases and photographs and project hard drive with CCTV digital video, scanned defect location sketches, GIS maps, project photographs and report data
9. Data visualization maps showing prioritized rehabilitation plan
10. Updated GIS maps
11. Reports shall be bound. All field data, photographs, sketches, maps, database, report narrative, etc. will be placed on hard drive and included with the Final Report.

EXHIBIT "B"

SCHEDULE OF WORK

The work will be initiated immediately upon receipt of Authorization to Proceed, and is estimated to be completed within approximately twelve months from the notice to proceed. If uncooperative weather conditions are encountered during the study period (i.e. inadequate rainfall preventing analysis of wet weather infiltration/inflow) the project schedule can be extended at the City's option.

Basic Services Schedule

Lower White Rock Creek SSA

Task	Description	Month												
		1	2	3	4	5	6	7	8	9	10	11	12	
100	Mobilization/Startup	█												
200	Manhole/Pipe Inspection/Data Entry	█	█	█										
300	Smoke Testing- Public Awareness, Data Entry			█	█	█	█							
400	Dye Flooding						█	█						
500	Preparatory Cleaning - 15% (for Task 600b. only)						█	█						
600	CCTV/Logs/DVD/Analysis													
600a	a. Trunk Interceptor (no pre-cleaning)			█	█									
600b	b. CCTV SSA Defects - 15%						█	█						
700	Portable Zoom Camera Inspection for no access ROW						█	█	█	█				
800	Admin., Project Mgt.	█	█	█	█	█	█	█	█	█	█	█	█	█
900	Defect Analysis/Rehabilitation													
1000	Database tabular listing													
1100	Rehab. Cost Estimates/Priority Ranking/Method													
1200	Mapping/Database													
1300	Draft/Final Report/ Preliminary Rehabilitation Plan												█	█

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

Basic Services

Payment for the Sanitary Sewer Assessment (SSA) work shall be a unit price for each manhole, dye flood, zoom camera setup and for each linear foot of mainline smoke tested, cleaned and televised. The basis for partial payment will be the unit rate multiplied by the number of units completed. Cannot locate (CNL) manholes will not be billed. Manholes that are located, but buried or could not be opened will be billed and a list will be provided the City project manager. If the City uncovers or provides access, then these manholes will be re-inspected to gather inspection data at no additional charge. Lump sum items will be billed based on the percentage completion of the work task. The total contract for basic services associated with the Sanitary Sewer Assessment (SSA) of the White Rock Creek Sub-basins will not exceed \$502,282.95 without an amendment to this contract and authorization by the City to perform additional services.

Basic Services	Total
Lower White Rock Creek 15, 7,12,4,2,8,14 and 6	\$ 502,282.95

Detailed Cost Summaries

Sanitary Sewer Assessment (SSA) Lower White Rock Creek Basin Cost Summary Lower White Rock Creek 15, 7,12,4,2,8,14 and 6

Task	Description	Quantity	Unit Price	Total
100	Mobilization/Startup	L.S.	L.S.	\$1,100.00
200	Manhole/Pipe Inspection/Data Entry	1238 each	\$ 93.00	\$115,134.00
300	Smoke Testing- Public Awareness, Data Entry	334,050 linear feet	\$ 0.43	\$143,641.50
400	Dye Flooding	25 each	\$ 360.00	\$9,000.00
500	Preparatory Cleaning - 15% (for Task 600b. only)	50,108 linear feet	\$ 1.90	\$95,205.20
600	CCTV/Logs/DVD/Analysis			
600a	a. Lower White Rock Creek Interceptor (no pre-cleaning)	16,273 linear feet	\$ 2.85	\$46,378.05
600b	b. CCTV SSA Defects - 15%	50,108 linear feet	\$ 1.15	\$57,624.20
700	Portable Zoom Camera Inspection for no access ROW	each	\$ 325.00	\$0.00
800	Admin.,Project Mgt.	L.S.	L.S.	\$4,000.00
900	Defect Analysis/Rehabilitation	L.S.	L.S.	\$8,800.00
1000	Database tabular listing	L.S.	L.S.	\$2,200.00
1100	Rehab. Cost Estimates/Priority Ranking/Method	L.S.	L.S.	\$3,000.00
1200	Mapping/Database	L.S.	L.S.	\$2,200.00
1300	Draft/Final Report/ Preliminary Rehabilitation Plan	L.S.	L.S.	\$14,000.00
	Total Not to Exceed			\$502,282.95

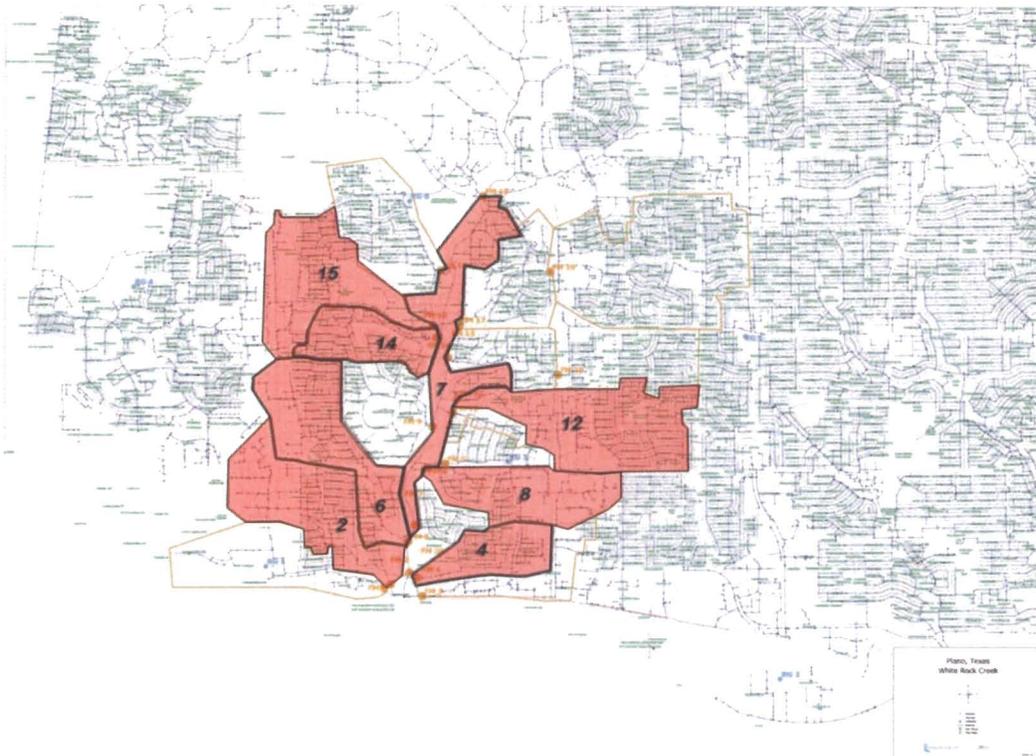


EXHIBIT "D"
ENGINEERING
INSURANCE

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 Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer 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 Engineer 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 Engineer 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 Engineer'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 Engineer 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 Engineer 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 Engineer 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 Engineer, and the Engineer 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 Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

- 2.1 The Engineer 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 Engineer 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 Engineer's Insurance – Claims Made

Professional Errors and Omissions

The Engineer 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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2012

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

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

PRODUCER Davis-Dyer-Max Insurance a Member of the Insurors Group P.O. Box 495429 Garland TX 75049		CONTACT NAME: Michele McGill PHONE (A/C No. Ext): (972) 864-0400 FAX (A/C No.): (972) 278-8400 E-MAIL ADDRESS: michele.mcgill@davis-dyer-max.com	
INSURED Pipeline Analysis, LLC 1115 Main Street Garland TX 75040-6130		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty INSURER B: Underwriters @ Lloyds, London INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #	21415

COVERAGES

CERTIFICATE NUMBER: Amended 12-13 Renewal

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			2N91686	5/21/2012	5/21/2013	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			2R91686	5/21/2012	5/21/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2K91686	5/21/2012	5/21/2013	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			2P91686	5/21/2012	5/21/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liability			PPIP00112 Retro Date: 09/28/2004	9/28/2012	9/28/2013	General Aggregate	2,000,000
							Each Claim	1,000,000

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

Project: Lower White Rock Creek Sanitary Sewer Assessment - PSA No. 6228.1

The General Liability, Automobile, & Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement only when there is a written contract between the named insured and the certificate holder.

CERTIFICATE HOLDER

City of Plano Public Works
 Engineering Dept
 1520 K Avenue
 Plano, TX 75074

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Larry Hughston/CT

Larry T. Hughston

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of Pipeline Analysis, LLC and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Pipeline Analysis, LLC 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.

Pipeline Analysis, LLC
Name of Consultant

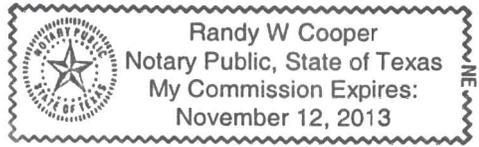
By: 
Signature

James H. Forbes Jr
Print Name

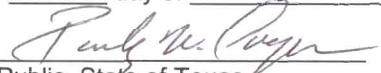
President
Title

Oct 3, 2012
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §



SUBSCRIBED AND SWORN TO before me this 3rd day of Oct, 2012.


Notary Public, State of Texas



**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:	10/22/2012
Department:	Public Works
Department Head:	Gerald P. Cosgrove, P.E.
Agenda Coordinator (include phone #):	Kathleen Schonne X-7198
	Project No. 5928.1

CAPTION

To approve a Professional Services Agreement by and between the City of Plano and TranSystems Corporation dba TranSystems Corporation Consultants, in the amount of \$407,576 for the intersection improvement design for Preston Road at President George Bush Turnpike and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	59,489	520,511	4,000,000	4,580,000
Encumbered/Expended Amount	-59,489	0	0	-59,489
This Item	0	-407,576	0	-407,576
BALANCE	0	112,935	4,000,000	4,112,935

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are included in the FY 2012-13 Street Improvement CIP. This item, in the amount of \$407,576, will leave a current year balance of \$112,935 for the Preston/S.H. 190 Intersection Improvement project.

STRATEGIC PLAN GOAL: Design services for intersection improvements for Preston Road at President George Bush Turnpike relate to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

This agreement is for the engineering design services required for the intersection improvement design for Preston Road at President George Bush Turnpike. The City of Plano will pay for the design of this project. Texas Department of Transportation (TXDOT) will pay for the construction. Services performed under this Engineering Services Agreement shall be paid on a lump sum basis at the amounts shown on the breakdown below:

BASIC SERVICES

A. Preliminary Design	\$17,788
B. Final Design	\$121,518
C. Bridges/Retaining Walls	\$135,626
TOTAL BASIC SERVICES	\$274,932

SPECIAL SERVICES

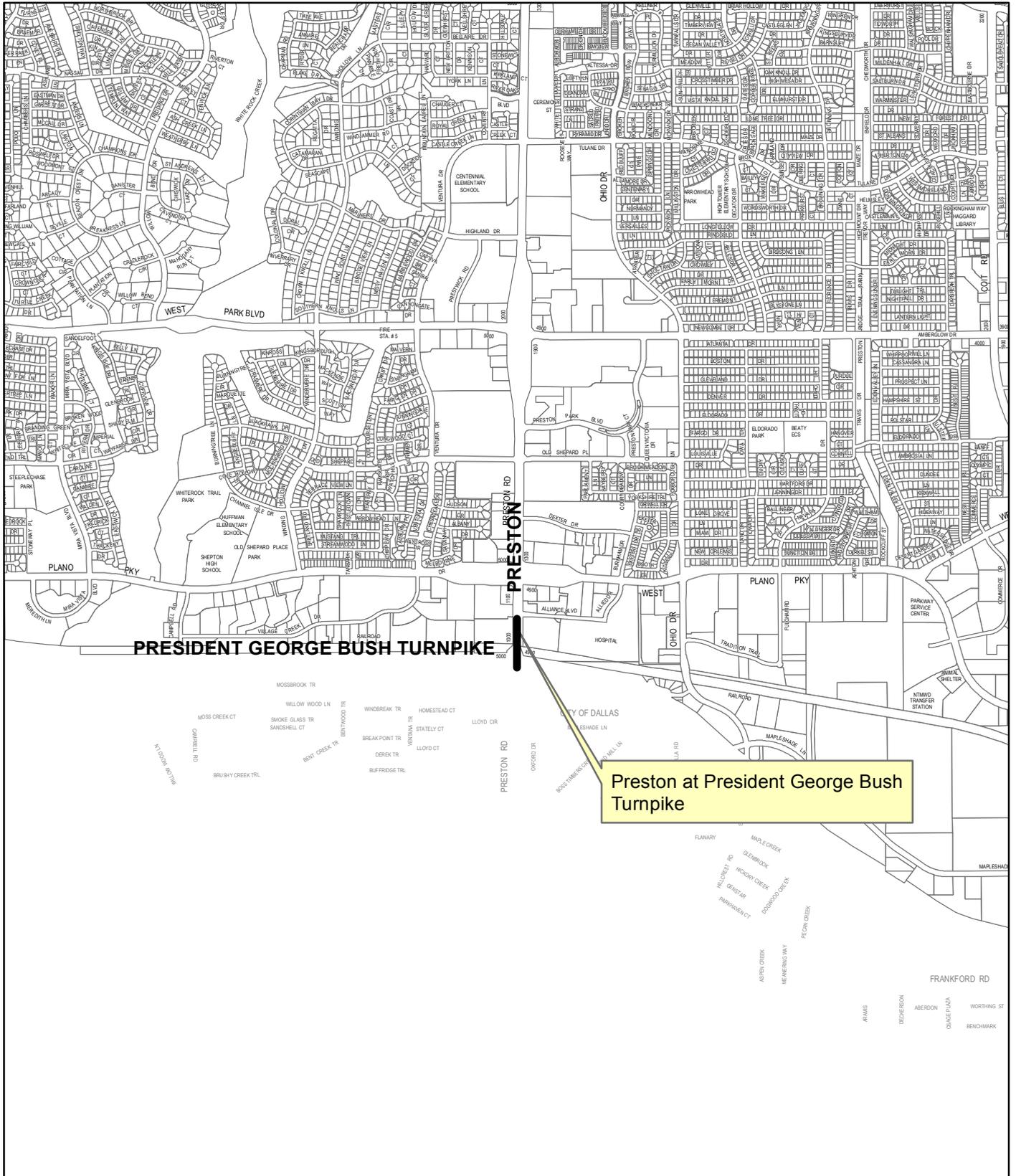
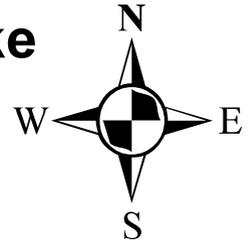
A. Survey	\$28,512
B. Subsurface Utility Engineering	\$33,000
C. Environmental	\$29,000
D. Landscape	\$8,000



**CITY OF PLANO
COUNCIL AGENDA ITEM**

E. Geotechnical	\$14,000
F. Public Involvement	\$3,132
G. Accessibility	\$3,000
H. Reimbursables	\$14,000
TOTAL SPECIAL SERVICES	\$132,644
TOTAL FEE	\$407,576
List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
Location Map	N/A
Engineering Services Agreement	

Preston at President Bush Turnpike Intersection Improvement PROJECT 5928.1



PRESTON ROAD AT PRESIDENT GEORGE BUSH TURNPIKE

PROJECT NO. 5928.1

ENGINEERING 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 **TRANSYSTEMS CORPORATION DBA TRANSYSTEM CORPORATION CONSULTANTS**, a **MISSOURI** Corporation licensed to do business in the State of Texas, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **PRESTON ROAD AT PRESIDENT GEORGE BUSH TURNPIKE** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering 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 Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer 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 Engineer 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 Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Not Applicable

V. Compensation and Method of Payment

The parties agree that Engineer 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.

VI. Information to be Provided by the City

The City agrees to furnish, prior to commencement of work, all that information requested by Engineer and available in City's files.

VII. Insurance

Engineer agrees to meet all insurance requirements, and to require all consultants who perform work for Engineer to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Engineer agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Engineer shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Engineer's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

VIII. INDEMNITY

THE ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER 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 ENGINEERS. 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.

ENGINEER 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 ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER 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 ENGINEER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

IX. Independent Contractor

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer 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 Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

X. Assignment and Subletting

The Engineer 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 Engineer 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 Engineer from its full obligations to the City as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer 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 Engineer 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 Engineer shall execute the affidavit shown in Exhibit "E". Engineer understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XII. 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 Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer 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.

XIII. Engineer's Opinion of Probable Construction Costs

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

XIV. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer 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, Engineer 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 Engineer'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.

XV. 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.

XVI. Mailing of Notices

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

City of Plano
Public Works Department, Suite 250
P.O. Box 860358
Plano, TX 75086-0358
Attn: Shahrzad Tavana, P.E.

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

TranSystems Corporation
dba TranSystems Corporation Consultants
3030 LBJ Freeway, Suite 900
Dallas, TX 75234
Attn: Garry Kraus, V.P.

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.

XVII. 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 Engineer, 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:

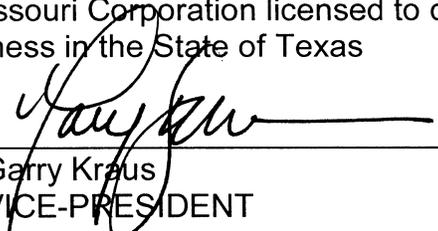
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

SIGNED on the date indicated below.

**TRANSYSTEMS CORPORATION DBA
TRANSYSTEMS CORPORATION
CONSULTANTS**

A Missouri Corporation licensed to do
business in the State of Texas

DATE: October 4, 2012

BY: 
Garry Kraus
VICE-PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

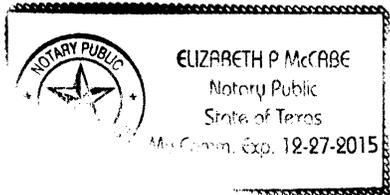
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 4 day of October, 2012, by **GARRY KRAUS, Vice-President, of TranSystems Corporation dba TranSystems Corporation Consultants**, a Missouri corporation licensed to do business in the State of Texas, on behalf of said corporation.



Elizabeth P. McCabe

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2012, 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

SH 289 at PGBT ROADWAY IMPROVEMENTS

EXHIBIT A

SCOPE OF SERVICES

PROJECT DESCRIPTION

The overall project at State Highway 289 (SH 289) and President George Bush Tollway (PGBT) consists primarily of turning lane improvements, including bridge expansions. A previous project involved preparing a preliminary schematic. This project involves completing the final schematic and the PS&E. Specific improvements to be included are:

- A free right turn lane from southbound SH 289 to westbound PGBT
- An additional left turn lane from southbound SH 289 to eastbound PGBT
- Expansion of the SH 289 bridge over PGBT including retaining wall modifications
- Expansion of the SH 289 bridge over the KCS railroad
- Modification to landscaping on the SH 289 bridge over PGBT
- Modifications to the SH 289/PGBT intersection traffic signals
- Modifications to the SH 289 medians and other related revisions along SH 289 from just south of Alliance Blvd to just north of Lloyds Circle.

The City of Plano (City) has commissioned the services of TranSystems Corporation Consultants (Engineer) to serve as the Engineer on this project. The Texas Department of Transportation (TxDOT) will require special coordination as the project will be let through the TxDOT letting system. The project must meet TxDOT procedural standards (drafting standards, environmental clearance, public hearings, and advertising procedures). The Engineer shall prepare preliminary engineering, specifications and estimates (PS&E) in accordance with the latest edition and revision of, but not limited, the TxDOT "Roadway Design Manual", and the "Texas Manual on Uniform Traffic Control Devices". The project must meet requirements set forth in the TxDOT Local Government Project Procedures (LGPP). The consultant shall prepare shop drawings for all material intended for use on the traffic signals and related items for TxDOT approval.

BASIC DESIGN SERVICES

DESIGN STANDARDS/QUALITY ASSURANCE

A. DESIGN STANDARDS

This project will be designed in accordance with the following:

- TxDOT Standard Construction Details and Specifications
- City of Plano Standard Construction Details and Specifications
- City of Plano Design Standards
- NCTCOG Standard Specifications for Public Works Construction
- Texas Commission Environmental Quality Requirements
- Architectural Barriers Act

EPA Regulations

TXDOT "Roadway Design Manual"

Texas Manual on Uniform Traffic Control Devices

B. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Engineers shall complete QA/QC prior to each submittal to the city of Plano and TXDOT. Included shall be review by a senior engineer not intimately familiar with the plans and shall be field checked for constructability and information accuracy. All plans submitted to the City shall be signed and sealed in accordance with state law.

PRELIMINARY STUDIES AND DESIGN

- A. Design Criteria.** The Engineer shall design the project according to the approved design criteria. Plans and specifications will be prepared in the TXDOT format. The Engineer shall supply project specific design criteria (typical sections, estimate, design exceptions, etc.) to be inserted into the Design Elements form for discussion at the Design Concept Conference (DCC).
- B. Data Collection.** The Engineer shall collect, review and evaluate data described below. The Engineer shall notify the City in writing whenever the Engineer finds disagreement with the information or documents:
1. Data, collected during the preliminary phase of this project, including "as-built plans", existing schematics, right-of-way maps, SUE mapping, existing cross sections, existing planimetric mapping, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, BRINSAP records, PMIS data, identified endangered species, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings will be verified and updated as necessary.
- C. Design Concept Conference.** The Engineer, in cooperation with the City and TXDOT shall plan, attend and document a Design Concept Conference (DCC). The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss and agree on:
1. Roadway and drainage design parameters
 2. Project development schedule
 3. Other issues as identified by the City
- D. Design Schematic.** The Engineer will update the design schematic to current TXDOT design criteria and topographic features, including:
- Plan view geometrics of all proposed turn lanes and turn lane adjustments
 - Typical sections for all turn lanes and turn lane adjustments
 - Lane alignment on each section where the exiting thru traffic lanes will be realigned

FINAL DESIGN

A. DESIGN SEQUENCE

1. **Preliminary Plans (30% and 60%).** Once the Schematic Design has been approved by the city of Plano and TxDOT, Engineer shall prepared 30% and 60% design packages. The following sheets are anticipated (Combining of certain sheets may be possible):
 - Title Sheet
 - Index of Sheets
 - Project Layout Control sheets
 - Quantity Summary sheets
 - General Notes
 - SWPPP Narrative and Erosion control sheets
 - Right-of-Way Maps.
 - Demolition plans
 - Typical sections
 - Traffic control plans, construction phasing and temporary traffic signals
 - Paving plan & Profile sheets
 - Grading plans on a suitable scale may be necessary where profiles and cross sections do not provide adequate detail
 - Storm sewer plan & Profile sheets
 - Pavement Marking and Signage plan sheets
 - Traffic signal plans
 - Illumination (Street Light) plans
 - Landscape plans
 - Irrigation plans
 - Cross Sections

The Engineer shall meet with the City of Plano and TxDOT to discuss comments on 60% plans, specifications and cost estimates. Plans shall also be distributed to Utility Companies.

2. **Final Plans (90% & 100%).** The Engineer shall revise 60% plans based upon comments from City of Plano, TxDOT and Utility Companies. Specifications shall also be finalized.
3. **Primavera Schedule.** A primavera schedule shall accompany the 60%, 90% and 100% submittals.

B. ROADWAY DESIGN

1. **Roadway Design.** The Engineer shall provide roadway plan and profile drawings using CADD standards as required by TxDOT. The drawings shall consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map shall contain line work that depicts existing surface features obtained from the schematic drawing. Existing major subsurface and surface utilities shall be shown. Existing and proposed right-of-way lines shall be shown. Plan and Profile to be shown on *separate* or *same* sheets (this depends upon width of pavement) for main lanes.
 - a. The Plan view shall contain the following design elements:
 - 1) Calculated roadway centerlines for new turn lanes. Horizontal control points shall be shown. The alignments shall be calculated using GEOPAK.

- 2) Pavement edges for all improvements (main lanes, cross streets, and driveways).
 - 3) Lane and pavement width dimensions.
 - 4) The geometrics of auxiliary lanes.
 - 5) Proposed structure locations, lengths and widths.
 - 6) Direction of traffic flow on all roadways. Lane lines and/or arrows indicating the number of lanes shall also be shown.
 - 7) Drawing scale shall be 1"=50' Horizontal and 1" = 5' vertical
 - 8) Control of access line, & ROW lines and easements.
 - 9) Begin/end super elevation transitions and cross slope changes.
 - 10) Limits of riprap block sod, and seeding.
 - 11) Existing utilities and structures.
 - 12) Benchmark information.
 - 13) Radii call outs, curb location, safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.
- b. The Profile view shall contain the following design elements:
- 1) Calculated profile grade for proposed turn lanes. Vertical curve data, including "K" values shall be shown.
 - 2) Existing and proposed profiles along the proposed centerline of the main lanes.
 - 3) Drawing vertical scale shall be distorted 10' vertical to 1' horizontal.
2. **Typical Sections.** Typical sections shall be required for all proposed and existing roadways and structures. Typical sections shall include width of travel lanes, shoulders, outer separations, border widths, curb offsets, and ROW. The typical section shall also include PGL, centerline, pavement design, longitudinal joints, side slopes, sodding/seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed/existing structures including retaining walls, riprap, limits of embankment and excavation, etc.
 3. **Cut and Fill Quantities.** The Engineer shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100 feet intervals. Cross sections shall be delivered in standard GEOPAK format on 11"x17" sheets and electronic files. The Engineer shall provide all criteria and input files used to generate the design cross sections. Cross sections and quantities shall consider existing pavement removals.
 4. **Pavement Design.** The Engineer shall match the existing roadway section. No pavement design will be included.

C. DRAINAGE DESIGN

This contract does not include the detailed design of outfall improvements outside of the right of way, and for ditch outfall transitions of cross drainage culvert structures to the existing ditch.

Preliminary hydraulic design of all drainage structures (culverts, storm sewers, channels, etc.) shall be submitted to the **City and State** for review. This preliminary submission shall include the overall drainage plan, structure layout, and hydraulic computations. All hydraulic design shall be in accordance with the TxDOT Hydraulic Manual or agreed upon requirements, except where variances are permitted in writing by the **City and/or State**.

1. **Hydrologic Studies, Discharges.**
 - a. Drainage area maps showing existing conditions and proposed improvements
 - b. Determine 10 and check 100 yr design floods
 - c. Show Natural Ground Profile
 - d. Show Proposed Roadway Profile(s)
 - e. Identify Existing drainage outfalls
 - f. Identify all existing waters (i.e. creeks, ditches)
 - g. Hydrologic data/discharge determination
 - h. Determine detention requirements and impacts to adjacent areas

2. **Culvert and Storm Drain Design.**
 - a. Hydraulic computations
 - 1) Culverts
 - 2) Storm Sewers
 - 3) Outfalls
 - b. Culverts (Plan and Profile)
 - 1) New culverts
 - 2) Culvert replacements
 - c. Storm sewers (Plan and Profile)
 - 1) New storm sewers
 - 2) Inlets
 - 3) Manholes
 - 4) Trunk lines
 - d. Outfall channel(s)
 - e. Summary of Quantities
 - f. Determine areas requiring trench protection, etc
 - g. Show all utility conflicts and minimize impacts and/or relocations where possible

3. **Storm Water Pollution Prevention Plans (SW3P).** The Engineer shall develop SW3P, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P shall include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control measures.

The Engineer shall use standard details where practical. No design and detailing of hydraulic structures have been included with this scope of work.

D. SIGNING, MARKINGS AND SIGNALIZATION

- a. **Signing.** The Engineer shall prepare drawings, specifications and details for all signs and coordinate with the City for overall temporary, interim and final signing strategies and placement of signs. Sign detail sheets shall be prepared for small signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of small signs. The Engineer shall also designate the shields to be attached to guide signs. The proposed signs shall be illustrated and numbered on plan sheets. Sign foundation shall be selected from TxDOT Standards and conform to MUTCD requirements

The Engineer shall provide the following information on signing layouts:

- a. Roadway layout.
- b. Center line with station numbering.

- c. ROW lines.
 - d. Culverts and other structures that present a hazard to traffic.
 - e. Location of utilities.
 - f. Existing signs to remain, to be removed, or to be relocated.
 - g. Proposed signs (illustrated and numbered).
- b. **Pavement Markings.** The Engineer shall detail permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the City for overall temporary, interim, and final pavement marking strategies. Pavement markings shall be selected from the latest TxDOT standards.

The Engineer shall provide the following information on pavement marking layouts:

- a. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
 - b. Quantities of existing pavement markings to be removed.
 - c. Proposed delineators and object markers.
 - d. The location of interchanges, mainlanes, grade separations, frontage roads and ramps.
 - e. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
 - f. ROW limits.
 - g. Direction of traffic flow on all roadways.
- c. **Traffic Signalization.**
- a. Existing plan information obtained from TxDOT and the City, during the preliminary phase will be verified, including:
 - 1) Roadway plans for SH 289 and PGBT
 - 2) Existing traffic signal and interconnect plans
 - 3) Plat maps for adjacent properties
 In addition to existing plan information, other available information such as the type of existing controllers will also be obtained.
 - b. Contact Power Company to identify potential service feed locations. Once preliminary plans are completed, the plans will be sent to the utility company to continue coordination of power service.
 - c. The location of the existing lighting will be discussed with the City to determine if additional lights are needed at the intersection, or if some of the lights should be shifted to the traffic signal mast arms. Power service for the lighting will be coordinated with the traffic signals, as necessary, either feeding lights on the mast arm poles from the existing lighting circuits or via a new circuit through the signal controller. Lighting and interconnect (if required) details and quantities will be incorporated into the signal plan sheets and details as necessary.
 - d. Preliminary plans will be submitted to the City, TxDOT and the utility companies for review. Once review comments are received, a meeting will be held with the City and TxDOT to review the comments, as necessary.
 - e. Final plans and construction cost estimates will be prepared, incorporating the review comments.

E. TRAFFIC CONTROL

Traffic Control Plan, Detours and Sequence of Construction. The Engineer shall prepare Traffic Control Plans (TCP) for the project. A detailed TCP shall be developed in accordance

with the latest edition of the *Texas Manual on Uniform Traffic Control Devices for Streets and Highways* (Texas MUTCD). The Engineer is to implement the current Barricade and Construction (BC) standards as applicable. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers.

- 1) The Engineer shall provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The Engineer shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, signals, etc.). The Engineer shall show temporary roadways and detours required to maintain lane continuity throughout the construction phasing.
- 2) Where detours are required, the Engineer shall develop typical cross sections, calculate quantities, and show horizontal and vertical alignment information. The Engineer shall provide a detailed layout and arrangement of construction signs, construction pavement marking, traffic control devices (including temporary signals and signal heads).
- 3) Continuous, safe access to all properties during all phases of construction is mandatory. Approval from the City is required for any elimination of existing access capacity.
- 4) The Engineer shall design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The Engineer shall show horizontal and vertical location of culverts and required cross sectional area of culverts.
- 5) The Engineer shall identify and delineate any outstanding ROW parcels.

F. UTILITY RELOCATIONS

The Engineer shall coordinate with the City regarding utilities. The Engineer shall prepare drawings showing existing utilities, including those in conflict with construction on this project. The Engineer shall prepare plans to avoid utility adjustments, if feasible. The Engineer shall continue to maintain and update the utility plans as necessary.

G. ILLUMINATION

1. Preliminary Roadway Illumination Layout and Sign Lighting Electrical Circuit Layout
 - a. Sign lighting circuits can be placed on Signing and Marking Sheets. Do not place roadway illumination on signing sheets.
2. Final Roadway Illumination and Sign Lighting Electrical Circuit Layouts
 - a. Roadway layout showing pavement edges and shoulders, curbs, retaining walls, etc.
 - b. Center line with station numbering
 - c. ROW lines
 - d. Symbol legend. Use department standard symbols for lighting and electrical
 - e. Culverts and the other structures that present a hazard to traffic
 - f. Location of underground utilities, if not shown on plan profile
 - g. Location of overhead electrical lines, both crossing and parallel to ROW

- h. Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated
- i. Existing service poles, electrical circuits, ground boxes, etc.
- j. Contact electric utility for service pole locations, voltage characteristics
- k. Location of proposed sign lighting circuits and roadway illumination.
- l. Proposed electrical circuits.
- m. Tabulation of all quantizes including proposed, existing to be relocated, existing to be removed. The layout sheet quantizes and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities

H. CONSTRUCTION DOCUMENTS/ESTIMATES

1. **Specifications.** The Engineer shall develop the list of standard specifications with the appropriate reference items to the estimate at the 65%, 95%, and 100% plan submittals. The Engineer shall also identify the need for any special specifications and/or special provisions. The Engineer shall prepare General Notes (from TxDOT's *Master List of General Notes*), Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The Engineer shall provide General Notes, Special Specifications and Special Provisions in rich text format. Two sets of drawings and specifications shall be submitted by the Engineer at the 65% and final submittals, respectively.
2. **Construction Schedule.** The Engineer shall prepare a construction contract time schedule using the latest version of Primavera or SureTrak software in accordance with TxDOT's *Administrative Circular No. 17-93*. The schedule shall indicate tasks, subtasks, critical dates, milestones, deliverables and review requirements in a format which depicts the interdependence of the various items, and adjacent construction packages. The Engineer shall provide assistance to the City in interpreting the schedule.
3. **Estimate.** The Engineer shall independently develop and report quantities in standard TxDOT bid format at the 60%, 90% and 100% PS&E submittals.

BRIDGE DESIGN

- A. Revise Bridge Layouts, Prepare Structural Design and Structural Details for the below referenced bridges:
 1. Widening of the SH 289 over the PGBT
 2. Widening of the SH 289 over the KCS RR
- B. Revise Bridge Layouts (each bridge)
 1. Bridge Layouts (PLAN)
 - (a) Update bridge layouts and typical sections per TxDOT comments and any changes to horizontal alignments.
 2. Bridge Layouts (ELEVATION)
 - (b) Update bridge layouts per TxDOT comments and any changes to vertical alignments.
- C. Bridge Estimate, Quantities, and Specifications (each bridge)
- D. Bridge Total Quantities and Cost Estimates (each bridge)
- E. Bridge Special Provisions and Specifications (each bridge)
- F. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.

G. General Guidelines for Bridge Design

1. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. **No bridge design work will be performed until TxDOT has given approval of the bridge layout.**
2. **Engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual
3. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a 1/2 inch equals one foot scale or 1/4 inch equals one foot scale to provide clear legible drawings when the drawings are reduced.
4. Modifications to the standards except rail standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by **Engineer** shall not be identified as standards. Modifications to rail standards are not included and shall be modified by TxDOT.
5. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a scale of 1 inch = 10 feet or 1 inch = 20 feet is used. Sections of existing and proposed structures usually have a scale of 1 inch = 5 feet. Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
6. Soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

RETAINING WALLS

Retaining Walls – Existing retaining walls requiring modification are located along both sides of the PGBT.

- A. Structural Design Details
 1. Walls to be modified are standard MSE wall. No changes to the structural elements will be require, only modification of the existing wall. The engineer shall ensure modifications to the wall will not materially alter the structural stability of the wall. No analysis of existing retaining walls will be performed.
- B. Retaining Wall Layout (PLAN) shall include:
 1. Designation of reference line
 2. Beginning and ending retaining wall stations
 3. Station of each retaining wall joint
 4. Offset from reference line
 5. Horizontal curve data
 6. Number of retaining wall panels and lengths
 7. Total length of wall
 8. Indicate face of wall
 9. All wall dimensions and alignment relations (alignment data as necessary)
 10. Soil core hole locations based on information provided by the State
- C. Retaining Wall Layout (ELEVATION) shall include:
 1. Top of wall elevations at each joint or intervals

2. Existing and finished ground line elevations
 3. Height of stem/panel at each joint
 4. Wall panel designations
 5. Top of footing elevations/leveling pads
 6. Limits of measurement for payment
 7. Type, limits and anchorage details of railing (If applicable)
 8. Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown based on the geotechnical information provided from the State.
- D. Complete a Rotational (Global) Stability Analysis.
- E. An Engineer's cost estimate shall be prepared.
- F. Summary of Quantities shall be prepared.
- G. Typical X-section(s), coring details and bridge abutment to wall details shall be included

RAILROAD DESIGN COORDINATION

A. Preliminary Design

This phase will result in construction documents to be consistent with 60% plans for the bridge related items.

1. Data Collection
 - a. Attend pre-design meeting with City (discuss project schedule, design criteria, pavement systems, review time)
 - b. Refine design criteria for the project
 - c. Provide input into detailed design schedule
2. Provide input for the Bridge related Preliminary Plans
 - a. Typical sections
 - b. Plan and Profile sheets
 - c. Type, size and location for overhead structure crossing Kansas City Southern Railway (KCS)
3. Provide electronic files for inclusion into plan submittal to City
4. Coordinate and obtain KCS approval of bridge structure improvements.
5. Develop and submit preliminary opinion of probable construction costs itemized by unit of work, including contingency for bridge related items
6. Meet with City as necessary in connection with such preliminary work.
7. Field Check with representatives of KCS and the City at the project site with appropriate detailed plans. (One field check)
8. Permitting:
 - i. KCS Type, Size and Location Permit – Prepare permit application documentation. Permit and review fees to be paid by City

B. Final Design

This phase will result in construction documents consistent with 90% plans.

1. Attend two coordination meetings
2. Assist with the preparation of a detailed opinion of probable cost as it relates to rail operations.
3. Meet with City as necessary in connection with such final plan preparation.

4. Provide four sets of half size plans to KCS for review and comment. KCS submission will include construction phasing, drainage report, geotechnical report, and project specifications including special provisions with railroad requirements.
5. Submit four sets of half size final plans to KCS with all railroad comments addressed.
6. Review Final Plans and specifications with City
7. Coordinate with KCS including coordination for the construction of the widening of the bridge over the KCS.
8. Document response to all comments, recommend/resolve comment discrepancies associated with bridge related items
9. Incorporate comments into bid documents where appropriate

NTTA DESIGN COORDINATION

A. Preliminary Design

This phase will result in construction documents to be consistent with 60% plans for the bridge and retaining wall related items.

1. Data Collection
 - a. Attend pre-design meeting at NTTA with City (discuss project schedule, design criteria, pavement systems, review time)
 - b. Define NTTA design criteria required for the project
 - c. Provide NTTA input into detailed design schedule
2. Provide any electronic files from NTTA for inclusion into plan submittal to City
3. Coordinate and obtain NTTA approval of bridge structure and retaining wall improvements
4. Develop and submit preliminary opinion of probable construction costs itemized by unit of work, including contingency for bridge and retaining wall related items
5. Field Check with representatives of NTTA and the City at the project site with appropriately detailed plans. (One field check)

B. Final Design

This phase will result in construction documents consistent with 90% plans for bridge and retaining wall items.

1. Attend a coordination meeting
2. Assist with the preparation of a detailed opinion of probable cost as it relates to NTTA operations
3. Provide four sets of half size plans to NTTA for review and comment. NTTA submission will include construction phasing, drainage report, geotechnical report, and project specifications
4. Submit four sets of half size final plans to NTTA with all comments addressed
5. Review Final Plans and specifications with City
6. Coordinate with NTTA including coordination for the construction of the widening of the bridge over the PGBT

7. Document response to all comments, recommend/resolve comment discrepancies associated with bridge and retaining wall related items
8. Incorporate comments into bid documents where appropriate

SURVEYS

RIGHT-OF-WAY (ROW)

A. Right-of-Way Map.

1. Deed research
 - a. Using the owner information gathered for right of entry, obtain copies of the vesting deeds, plats and other records for the affected parcels and the adjoining properties.
 - b. Prepare a working sketch from the deed research of the affected and adjoining parcels
2. Field boundary investigation.
 - a. Search and tie both front and rears corners of the affected parcels.
 - b. Make an on the ground survey of any improvements severed by the proposed right-of-way line
 - c. A registered surveyor will be in the field to direct the boundary investigation
3. Boundary resolutions
 - a. Overall parcel boundaries will be reconstructed in accordance with the Texas Board of Professional Land Surveying standards
4. An overall base map of the project will be developed
5. Prepare right-of-way maps, parcel descriptions and parcel plats in accordance with TxDOT Dallas District standards. Estimated 2 Parcels
6. Deliverables in accordance with the Dallas District standards
 - a. One full size right-of-way map on paper, Scale 1" = 50' (22" x 34")
 - b. Three half size right-of-way maps on paper, Scale 1" = 100' (11" x 17")
 - c. One set of folders for each Parcel, Parts 1 & 2, etc., would be considered one folder. With one (copy signed and sealed) legal, sketch, closure sheet, parent tract deed (& Bi-Section if applicable) secured inside on the right side. Note: Just pencil on tab of folder what Parcel no. and FTW District will make the label
 - d. Three copies (signed & sealed) of each legal and sketch loose inside of folder
 - e. Two separate sets (copies) of legal and sketch on each parcel
 - f. One separate set of Originals signed and sealed by RPLS legal & sketch
 - g. CD with DGN Master File, Map Sheets, Excel Point List and Raw Data File and/or Field Notes
 - h. Control points with coordinates on Excel Point List

7. Right-of-way staking
 - a. Stake the proposed right-of-way with a 5/8 inch iron rod and aluminum TxDOT cap. Stake all remaining corners of the taking parcel as needed with 5/8 inch iron rod with a TranSystems plastic cap. TxDOT to supply the aluminum TxDOT right-of-way caps.
8. Any necessary traffic control will be in accordance with current TxDOT Traffic Control Plan for Surveying Operations

TOPOGRAPHIC SURVEYING AND PHOTOGRAMMETRY

A. Aerial Survey.

1. Digital Terrain Model (DTM) Development
 - a. Developed using the specified breakline random point method
 - b. Data collected to accurately depict the terrain and meet and/or exceeds the specified accuracy requirements for maps with 1' contours
 - c. DTM to be provided in GEOPAK format
 - d. DTM to be provided on CD
 - e. Develop TIN file using breaklines and mass points
2. Digital Orthophoto Development
 - a. Produce digital orthophotos of the specified area
 - b. Provide a 0.25' pixel resolution
 - c. Delivered in Tiff with Tiff world files and Descartes "hmr" format

B. Design Survey.

1. Establish horizontal and vertical control
 - a. Control points will be set at approximately 1500' intervals
 - b. Points will be located in areas that will be protected as much as practical from future construction
 - c. Coordinates and elevations will be based on the TxDOT Dallas District VRS network. Differential levels will be run between control points for vertical quality
2. Supplemental topographic surveys
 - a. Perform on the ground surveys of the areas that were obscured by vegetation or other causes from the aerial mapping.
 - b. Check aerial information for accuracy and complete on the ground topographic survey sufficient to create design cross sections at 50 feet intervals.
 - c. Detail drainage structures
 - d. Verify top and flow line elevations of wet utilities.
3. Geotech
 - a. Estimating 5 bore locations.
 - b. Locations will be marked and actual location of bore will be surveyed after drilling.

OTHER SERVICES

SUBSURFACE UTILITY ENGINEERING

A. Criteria

The SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL"D") – Information derived from existing utility records;
- Quality Level C (QL"C") - QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- Quality Level B (QL"B") – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "**designating**" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL"A") – Three dimensional (x,y,z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as "**locating**", this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

B. Scope of Work

A QL "D" has already been completed for this project. The current scope of this work includes Quality levels A and B. The work limits consist of coverage of the proposed roadway improvements as shown on the schematic; approximately stations 10+50 to 25+50.

QL "B" designation will only be performed in areas of proposed infrastructure improvements, i.e.

not in the northbound lanes SH289, for example. This area is about as congested as an area of SUE QL "B" study can get. Not only are their areas of access control (PGBT mainlanes and KCS RR ROW), but the traffic lanes on SH289 are always flowing, even in off-peak hours. We anticipate needing traffic control setups in the SB outer lane as well as possibly inside lanes of Preston in areas where median roadway work is planned. We have assumed ten (10) QL "A" test holes for the sake of fee estimation; locations and quantities of actual holes requested can be determined based on conflict analysis from QL "B" SUE and the proposed design.

C. Designating Procedures

A suite of geophysical equipment (electromagnetic induction, magnetic) will be used to designate metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable). Non-metallic/non-conductive utilities will be designated using other proven methods, such as rodding, and probing. Where access is available, a sonde will be inserted into the utility line (e.g. PVC gravity sewer pipe) to provide a medium for signal transmission, which can then be designated using geophysical equipment.

Accurate collection and recording of designated utilities is a critical component of the SUE process. The Engineer will produce detailed sketches depicting each utility as well as relevant surface features such as roadways, buildings, manholes, fire hydrants, utility pedestals, valves, meters, etc. Paint and pin flags will be used to designate the utilities in the field. A labeled pin flag or paint mark will be used to mark each location where a survey shot is required. Preliminary field sketches depicting the designated utilities will be

prepared for use during subsequent surveying activities. These sketches will also be used to check the survey information for completeness and accuracy.

D. Locating Procedures

The Engineer will utilize utility designating marks to layout the test hole locations. The Engineer will attempt to place the test holes outside of paved areas wherever possible. However, some test holes may need to be placed in paved areas that may require traffic control measures to be implemented. The Engineer will utilize non-destructive vacuum excavation equipment to excavate test holes at the required locations. Once each utility is located, the Engineer will record the utility type, size, material, depth to top, and general direction. Test hole excavations will be backfilled with appropriate material and the original surface will be restored. Test hole locations will be added to the previously mentioned field sketches for use during surveying activities.

E. Deliverables

SUE plans will be prepared depicting the type and horizontal location of the designated utilities.

The size of each utility will also be presented on the SUE plans if this information is indicated on

available record drawings. SUE plan sheets will be to TxDOT standards. Engineer will produce a summary sheet containing test hole field notes. A test hole data form will be prepared for each test hole following receipt of coordinate and elevation information from the surveyor. SUE plans depicting designated utility information will be revised to include test hole locations and utility sizes, where appropriate.

ENVIRONMENTAL

Project Understanding

The scope includes three separate tasks to cover the environmental documentation for the SH 289/PGBT improvements.

Task A – Prepare a Project Scope and Environmental Issues checklist for coordination with TxDOT

Task B – Prepare a Draft Programmatic Categorical Exclusion (PCE) following TxDOT's Standard of Uniformity for PCE documents without added capacity.

Task C – Prepare revisions to the Draft Programmatic Categorical Exclusion and a Final Programmatic Categorical Exclusion based on comments from TxDOT-Dallas District, TxDOT-Environmental Affairs Division and Federal Highway Administration (FHWA).

A. Scope of Work

Task A

Complete the "Project Scope and Environmental Issues" checklist on behalf of the Project Sponsor (City of Plano or TxDOT Dallas District). The checklist will be coordinated with the Department Delegate (assumed to be TxDOT Environmental Affairs Division) prior to proceeding with Tasks B and C. A meeting with TxDOT and the City of Plano will likely be necessary with this task.

Task B

Prepare a NEPA Programmatic Categorical Exclusion (PCE) following TxDOT's Standards of Uniformity for Programmatic Categorical Exclusions (most recent revisions 12/31/10). The PCE will follow the SOU Chapter 3. Documentation Format, No Added Capacity.

The Engineer will be responsible for the following unless otherwise noted as the responsibility of others. Required Right of Entry permissions will be provided by the City of Plano to allow the Engineer to enter private property for the purpose of conducting various environmental studies and investigations.

- 1) Cover Sheet-Prepare cover sheet for report
- 2) Existing Facility –Include a description of existing conditions using existing mapping.
- 3) Proposed Action
 - Proposed Improvements
 - Existing and Proposed Right-of-Way (ROW)
 - Bicycle and Pedestrian Accommodations
- 4) Project Funding Information (to be provided by City of Plano)
- 5) Need and Purpose (to be provided by City of Plano)
 - Traffic Analysis
 - Crash Data (if available)
- 6) Logical Termini and Independent Utility
- 7) Alternatives (others)
- 8) Surrounding Area
 - Land Use
 - Natural Setting
- 9) Specific Area of Environmental Concern
 - *Socioeconomics*
 - Community Impacts
 - Environmental Justice
 - Limited English Proficiency
 - Land Use (incl. Airway-Highway clearance)
 - Displacements
 - Bike/Ped
 - *Section 4(f) Resources* – the Engineer will identify any 4(f) properties in the project area, but assumes the City of Plano will avoid the taking or constructive use of any such properties as part of the project. A Section 4(f) evaluation of the taking or constructive use of a 4(f) property is not included in this scope of work and can be added as a supplemental scope item.
 - *Historic Properties* – the Engineer will perform Historic Studies following TxDOT's SOUs for Non-archeological Historic Age Resources. The Engineer will prepare a *Research Design* for coordination with TxDOT-ENV prior to conducting a field *Reconnaissance Survey*. Following the field survey a Reconnaissance Survey Report will be prepared for coordination with TxDOT-ENV and the State Historic

- Preservation Officer (SHPO). An *Intensive Survey*, if needed, is not included in this scope of work and can be added as a supplemental scope item.
- *Archaeological Resources* – the Engineer will perform an *Archeological Background Study* following TxDOT's SOUs for *Archeological Background Studies*. A field visit and *Impact Evaluation* following TxDOT's SOUs for *Archeological Impact Evaluations* will be performed. An Archeological Survey is not proposed as part of this scope of work due to the disturbed nature of the project area, including the proposed right of way.
 - *Air Quality* – the Engineer will perform Air Quality studies following TxDOT's SOUs for Air Quality. The non-added-capacity project is in Collin County, which is in Non Attainment for Ozone, and has Annual Average Daily Traffic (AADT) of less than 140,000 vehicles. Therefore, a qualitative analysis of Mobile Source Air Toxics is the appropriate level of study, and a Traffic Air Quality Analysis for Carbon Monoxide is not required.
 - *Biological Resources*
 - Threatened and Endangered Species – the Engineer will perform a habitat assessment to determine whether habitat for protected species exists within the project area. Presence and absence surveys for protected species are not included in this scope of work and can be added as a supplemental scope item.
 - Farmland Protection Policy Act – the Engineer will assess the need to complete the Farmland Conversion Impact Rating form for Corridor Type Projects (SCS-CPA-106) and coordinate with the Natural Resources Conservation Service as appropriate.
 - Texas Parks and Wildlife Department – the Engineer will assess the project following the Memorandum of Understanding and Memorandum of Agreement between TxDOT and the Texas Parks and Wildlife Department (TPWD) and coordinate with TPWD as appropriate.
 - Invasive Species and Beneficial Landscaping
 - *Water Quality*
 - Waters of the U.S. and Wetlands – the Engineer will perform a field jurisdictional determination and wetland delineation as necessary to assess the project's potential to affect Waters of the United States and therefore require a permit from the US Army Corps of Engineers (the Corps) under Section 404 of the Clean Water Act. Engineer assumes that any permitting requirements would be covered by a Nationwide Permit without the need for Pre-construction Notification to the Corps. A PCN is not included in this scope of work.
 - Section 303(d) list of Impaired Stream Segments
 - Section 402 Texas Pollutant Discharge Elimination System, incl. MS4
 - Floodplains
 - Wild and Scenic Rivers
 - *Noise* – the Engineer will perform noise studies using traffic volumes provided by others for the estimated time of completion (ETC) year and the design year (ETC+20)
 - *Hazardous Materials* – the Engineer will perform an Initial Site Assessment following TxDOT's SOUs with related input from the City of Plano, including information related to as-built plans, right of way plans, geotechnical borings and other site specific data.

10) Permits/Commitments-Provide documentation of any permits or commitments.

11) Public Involvement – the Engineer will attend and participate in a Public Meeting or Public Hearing and summarize the proceedings for inclusion in the environmental document.

12) Exhibits / Figures / Coordination

- Exhibits and Figures – the Engineer will prepare exhibits and figures for the environmental document and Public Meeting or Hearing as needed.
- Coordination – the Engineer will complete coordination, including letters, with appropriate regulatory agencies at the direction of the City of Plano. This would include Texas Parks & Wildlife Department, Texas Commission on Environmental Quality, Natural Resources Conservation Service. The Consultant assumes coordination with the Texas Historical Commission would be completed by TxDOT-ENV.

Task C

The Engineer will revise the Draft PCE completed under Task B in response to comments from the TxDOT Dallas District, TxDOT-ENV and FHWA. Multiple hard copies and electronic copies are assumed to be necessary for each review cycle.

LANDSCAPE

Provide landscape and irrigation plans for approximately 1,500 lineal feet of roadway renovation in accordance with the following scope of work:

- Identifying trees for protection and removal along entire scope of work
- Repairing medians and adjacent property/ROW
- Medians will be sodded that are 5' in width or greater
- Sodded areas will be irrigated until which point grass is established.

Scope of services follows:

- Make site visit and analysis of existing conditions.
- Prepare preliminary landscape plan for public meeting.
- Prepare construction drawings and specifications for landscape and irrigation including landscape
 - plan, plant list, landscape details and notes, irrigation plan, details and notes. (TranSystems will
 - provide water meter detail for irrigation supply.) Landscape includes median treatment and
 - adjacent impacted areas especially along the west ROW (landscape to include sod and possibly
 - trees). We assume that the medians will be fully irrigated.
- Prepare 60% and 90% submittals which will include 1-2 tree removal/protection sheets with
 - details, 2 landscape plans (to fit site at 1" = 20') , 2 irrigation plans, 1 landscape detail sheet, 1
 - irrigation detail sheet.
- Make revisions per City/TxDOT comments
- Prepare cost estimate at submittals
- Coordinate tree locations with proposed light poles and utilities

GEOTECHNICAL SERVICES

A. Project Description and Site Geology

The project consists of expansion of Preston Road between Alliance Boulevard and Lloyd Circle in Plano, Texas. The planned addition consists of approximately 1,400 linear feet of the

southbound lanes (from Station 11+00 to Station 25+00). The expansion will include the addition of lanes, sidewalk, and two bridges; one over the existing railroad (Kansas City Southern Railroad) and another over the President George Bush Turnpike. The geotechnical investigation for the project will be performed in accordance with prevailing Texas Department of Transportation (TxDOT) guidelines.

The project site overlies the Cretaceous Austin Chalk Formation. Based on experience in the area, the top of unweathered limestone is anticipated at approximated depths of 20 to 25 feet.

B. Field Investigation

Considering the type of structures and anticipated site geology, it is recommended subsurface conditions be evaluated with 5 core borings, or approximately 1 boring per 300 linear feet. Two borings will be drilled at the terminal points (one near the Alliance Boulevard and another near the driveway north of Lloyd Circle). The remaining three borings will be drilled at the locations of the bridges. Borings for the pavement expansion will be extended at a minimum of 15 feet below existing grades. The bridge borings will be extended 25 feet into gray, unweathered limestone. Based on our experience in the area, we anticipate top of unweathered limestone at an approximate depth of 25 feet below present grade. Therefore, boring depths of 15 to 50 feet are estimated for the purpose of the budget.

Borings will be sampled continuously to a depth of 10 feet, and at maximum five-foot intervals thereafter. Samples of cohesive soils will be obtained using three-inch diameter pushed tubes. Cohesionless soils (sands and gravels) will be sampled and evaluated in-situ by use of the Standard Penetration test (SPT). Weathered and unweathered limestone will be either cored using double-tube, NX-size core barrels or, evaluated in-situ using TxDOT cone penetrometer.

Observations will be made in the open borings subsequent to drilling to evaluate ground water conditions. Borings will be backfilled at the completion of field operations. Any artificial surface (i.e., asphalt or concrete) will be patched with similar materials.

Precautions will be taken during the field investigation to avoid damage to underground utilities and structures. However, TranSystems will not be liable for damage to utilities or structures not identified on plans provided to us, or are improperly located in the field by other parties.

Control of traffic on certain lanes of SH289 will be required to allow for drilling and soil sampling. The traffic control plan and necessary equipment will be provided by a third party. It is estimated that three working days will be required to complete the field investigation.

C. Laboratory Investigation

Upon return to the laboratory, all samples will be visually classified by the project engineer or engineering geologist in accordance with the Unified Soil Classification System (USCS). Each sample of cohesive soil will be evaluated for consistency by use of a pocket penetrometer test.

Selected samples will be subjected to classification tests and tests to evaluate strength, deformation, and shrink/swell characteristics. Anticipated classification tests consist of Atterberg Limits, moisture content, and grain size determinations. Strength and deformation will be evaluated by use of unconfined compression tests. Soil shrink/swell potential will be evaluated by use of classification tests.

D. Engineering Services

The results of the field and laboratory investigations will be evaluated and presented with our recommendations in a bound report. The report will address the following:

1. Description of the soil and ground water conditions as they relate to the performance and construction of the project;
2. Foundation alternatives to include constructability and magnitude of anticipated movement;
3. Lateral loads for design of below-grade or retaining walls;
4. Pavement subgrade conditions and recommended stabilization, if applicable;
5. Pavement sections based on traffic data provided by the client;
6. Earthwork and testing recommendations; and
7. Global stability analysis for the proposed retaining walls

PUBLIC INVOLVEMENT

The city of Plano will notify affected property owners regarding the works being completed. Should it be determined that a public meeting is required, the Engineer shall provide technical assistance, preparation of exhibits for, and minutes of said meeting to inform the public of impacts to neighborhoods and businesses due to roadway shutdowns, detours and access restrictions.

ACCESSIBILITY DOCUMENTATION

Engineer shall prepare plans in accordance with Texas Accessibility Standards (TAS). During the design process, the Engineer shall provide for input regarding design by a registered TAS inspector to assure compliance with accessibility requirements. Once plans are completed, the TAS inspector will provide inspection of the final plans to assure compliance with accessibility requirements.

EXCLUSIONS

1. Environmental studies beyond a programmatic categorical exclusion
2. Design of franchise or municipal utilities other than minor adjustments
3. Engineering of roadway improvements beyond that shown on the TxDOT approved concept schematic
4. Landscaping other than plantings on the SH 289/PGBT bridge and sod replacement in median and parkway.
5. Preparation for and attendance at more than one public meeting
6. Pavement design
7. Drainage studies design outside of the right of way including any floodplain modeling
8. Any special aesthetic design considerations such as hardscape or special surface treatments beyond normal standards
9. Revision of plans once approved by the city of Plano and TxDOT
10. Bid or Construction phase services.

**CITY OF PLANO
SH 289 at PGBT
EXHIBIT B**

Activity	Duration (Calendar Days)
Notice to Proceed	1
Surveys/SUE	30
Preliminary Design	15
Geotechnical	21
Environmental	30
City Review	10
TxDOT Review	30
Bridge and Retaining Wall Design (PGBT)	30
Bridge Design (KCS)	30
Final Design	60
Landscape Design	30
City Review	10
TxDOT Review	30
Public Meeting	1
Cost Estimate	5
Total	333

EXHIBIT C
COMPENSATION AND METHOD OF PAYMENT
SH 289 at PGBT INTERSECTION IMPROVEMENTS

Services performed under this Engineering Services Agreement shall be paid on a lump sum basis at the amounts shown on the breakdown below:

TASK	FEE
<u><i>BASIC SERVICES</i></u>	
A. Preliminary Design	\$17,788
B. Final Design	\$121,518
C. Bridges/Retaining Walls	\$135,626
SUBTOTAL BASIC SERVICES	\$274,932
<u><i>SPECIAL SERVICES</i></u>	
A. Survey	\$28,512
B. Subsurface Utility Engineering	\$33,000
C. Environmental	\$29,000
D. Landscape	\$8,000
E. Geotechnical	\$14,000
F. Public Involvement	\$3,132
G. Accessibility	\$3,000
H. Reimbursables	\$14,000
SUBTOTAL SPECIAL SERVICES	\$132,644
TOTAL FEE	\$407,576

EXHIBIT "D"

ENGINEERING

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 Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer 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 Engineer 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 Engineer 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 Engineer'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 Engineer 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 Engineer 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 Engineer 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 Engineer, and the Engineer 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 Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

- 2.1 The Engineer 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 Engineer 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 Engineer's Insurance – Claims Made

Professional Errors and Omissions

The Engineer 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

ENGINEERING

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 TranSystems Corporation dba TranSystems Corporation Consultants and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of TranSystems Corporation dba TranSystems Corporation Consultants 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.

TranSystems Corporation dba TranSystems Corporation Consultants
Name of Consultant

By:

[Handwritten Signature]
Signature

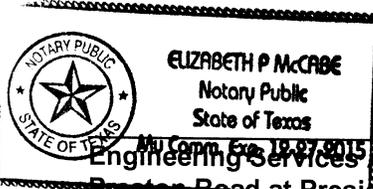
GARY KEAUS
Print Name

VICE-PRESIDENT
Title

10/4/12
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 4 day of October, 2012.



Elizabeth P. McCabe
Notary Public, State of Texas



**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:	10/22/12
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Approval of an Engineering Services Agreement by and between the City of Plano and Walter P. Moore and Associates, Inc. in the amount of \$62,540 for design services for the Hoblitzelle Park - Erosion Control project and authorizing the City Manager or his authorized designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	161,048	1,828,952	500,000	2,490,000
Encumbered/Expended Amount	-161,048	0	0	-161,048
This Item	0	-62,540	0	-62,540
BALANCE	0	1,766,412	500,000	2,266,412

FUND(S): MUNICIPAL DRAINAGE CIP

COMMENTS: Funds are included in the FY 2012-13 Municipal Drainage CIP. This item, in the amount of \$62,540, will leave a current year balance of \$1,766,412 for the Creek Erosion project.

STRATEGIC PLAN GOAL: Engineering services for the design of structural erosion control improvements at Hoblitzelle Park relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

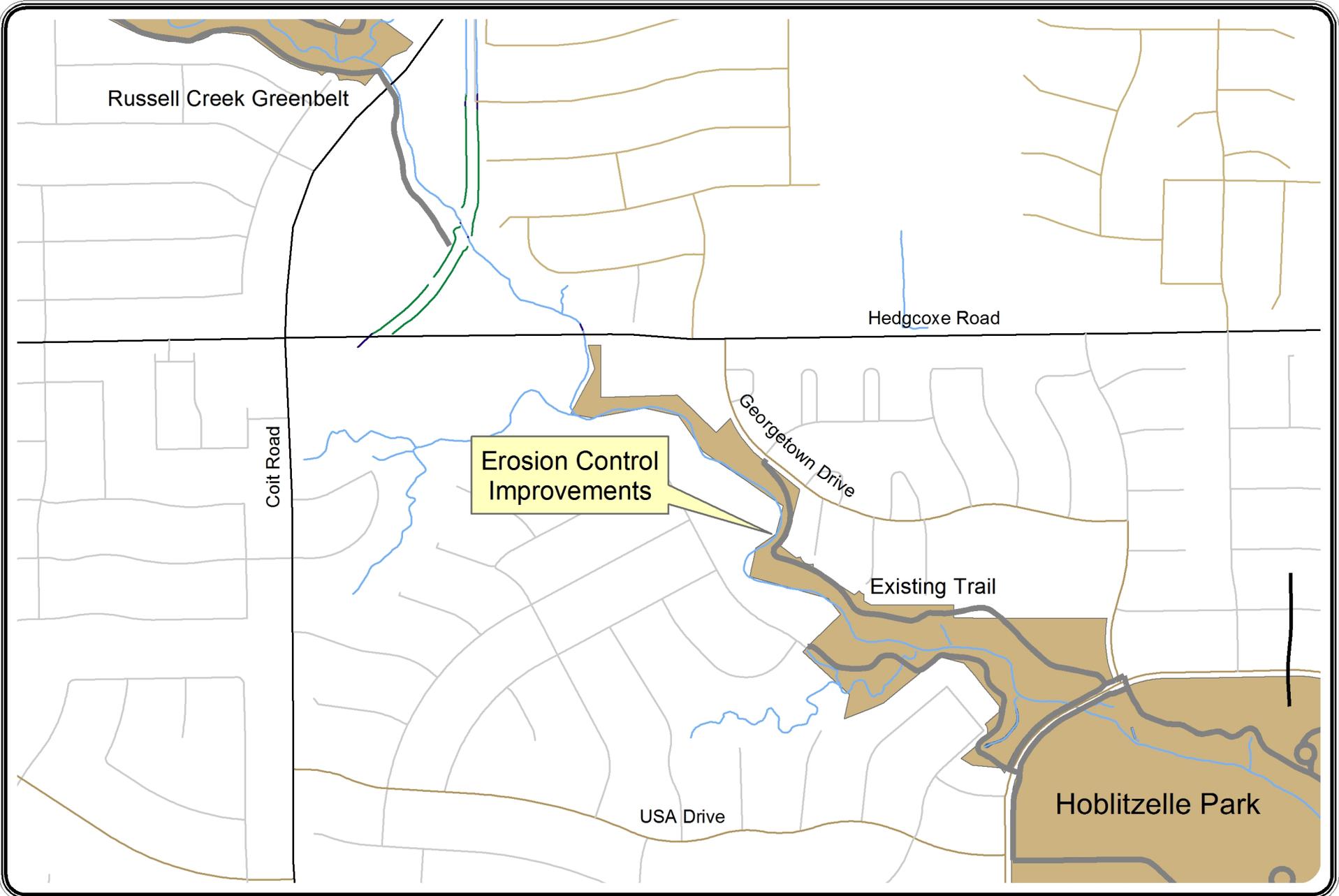
The natural erosion process along Russell Creek within Hoblitzelle Park is threatening an existing trail and the residential home lots that back to the trail. This project is for the design of structural erosion control improvements to protect the trail and to protect the residential lots from continued erosion.

Walter P. Moore and Associates, Inc. is on the 2012-13 list of qualified consultants for Engineering Services. The total contract fee is \$62,540 which includes basic services, reimbursables, surveying, and civil engineering. The total fee is 8.4% of the total estimated construction budget of \$740,000, including contingency. The fee is consistent with other park and engineering projects of this size and scope.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

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



Hoblitzelle Park- Erosion Control



Parks & Recreation Department
Park Planning

HOBLITZELLE PARK – EROSION CONTROL

PROJECT NO. 6277

ENGINEERING 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 **WALTER P. MOORE AND ASSOCIATES, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **HOBLITZELLE PARK – EROSION CONTROL** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering 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 Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer 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 Engineer 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 Engineer, 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 Engineer 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 Engineer and available in City's files.

VI. Insurance

Engineer agrees to meet all insurance requirements, and to require all consultants who perform work for Engineer to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Engineer agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Engineer shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Engineer'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 ENGINEER 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 ENGINEER'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 ENGINEER, 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 ENGINEER 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 ENGINEERS. 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.

ENGINEER 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 ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER 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 ENGINEER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer 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 Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

IX. Assignment and Subletting

The Engineer 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 Engineer 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 Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer 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 Engineer 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 Engineer shall execute the affidavit shown in Exhibit "E". Engineer 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 Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer 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. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer 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, Engineer 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 Engineer'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, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Parks Department
P.O. Box 860358
Plano, TX 75086-0358
Attn: Bill Dakin, ASLA

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

Walter P. Moore and Associates, Inc.
1845 Woodall Rodgers Freeway, #1650
Dallas, TX 75201
Attn: Ernest L. Fields, Principal

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 Engineer, 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.

**WALTER P. MOORE AND
ASSOCIATES, INC.**
A TEXAS Corporation

DATE: _____

BY: _____
Ernest L. Fields
PRINCIPAL

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2012, by **ERNEST L. FIELDS, PRINCIPAL**, of **WALTER P. MOORE AND ASSOCIATES, INC.**, a **TEXAS** corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2012, 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

Project Description

The project includes the following improvements in the vicinity of Hoblitzelle Park Trail near Georgetown Drive and Radford Circle. The site is currently experiencing severe erosion along the outside bend of the creek which is threatening the concrete trail, alley, and homes. The bank is approximately 25 feet tall and the repairs will encompass approximately 500 feet of stream bank.

PART I - PRELIMINARY ENGINEERING

A. Preliminary Investigation/Data Collection

1. Review Reports, utility plans and Data Collection including reviewing any available City of Plano reports on the erosion problems, meeting with City staff to refine project requirements, expectations, and schedule, and obtaining pertinent utility plans, street plans, plats, existing easement information, and other features within the project area.
2. Field Surveying for Design Phase
 - a. Establish a local control network and tie into the existing City of Plano control network on the site.
 - b. Provide construction control points to be used for construction (a minimum of two). Set horizontal and vertical control monuments, with coordinates tied to the Horizontal Control Plan.
 - c. Verify horizontal and vertical locations of existing city facilities on the sites.
 - d. When underground utilities are exposed at the City's request, tie to the local control network.
 - e. Obtain topographic information including cross-sections of the existing ground features as needed for design.
 - f. Locate all pertinent creek features for design including top of bank, existing walls and slabs, existing buildings, existing pavements, fences, trees 4" diameter and larger, and utility appurtenances such as water valves, fire hydrants, manholes, etc., (within construction area and staging area) on the sites.
 - g. Contact utility companies to locate and uncover utilities which conflict with the proposed project. Tie uncovered utilities to the local control network.
 - h. Provide a drawing of the project sites with 1' contours and all located features.

3. Environmental Services – prepare a pre-construction notification to the United States Army Corp of Engineers for approval for this work under the Nationwide Permit 13 – Streambank Stabilization.
4. Geotechnical Engineering:
 - a. Perform truck-mounted borings at the site with hand-borings as required to determine depths to rock. The engineer will take reasonable precautions to avoid damage to utilities and flatwork at the sites, but will only be responsible for damages at the sites caused by their negligent acts. Geotechnical boring contractor will be responsible for damage to parkland, improvements and private property owners.
 - b. Do the laboratory testing required for the design of the erosion control structure.

B. Preliminary Design

1. Prepare preliminary plans:
 - a. Determine options for protecting the streambank. Anchored gabion walls have been used often in the past in Plano, but other options will be explored by the design team for consideration by the City.
 - b. Establish preliminary horizontal and vertical alignment of repairs.
 - c. Prepare cross-sections of proposed erosion protection indicating the general orientation of the improvements with respect to the channel.
 - d. Establish design concepts for repair of areas of poor drainage and erosion.
 - e. Locate utility crossings, adjacent utilities, and other improvements within a limit of twenty feet beyond the proposed improvement at each site.
 - i. Contact franchise utility companies such as gas, telephone, cable TV, and electricity to obtain record information for horizontal and vertical data for their facilities. Identify which utilities must be protected or relocated.
 - ii. Tie locations of exposed utilities to the local control network. When underground utilities are uncovered, tie locations to the local control network.
 - f. Establish preliminary easement needs including permanent and temporary construction easements. Show all existing easements on the plans. If on parkland, no easements need to be obtained or shown.
 - g. Document and photograph current channel conditions and identify potential locations of construction access and staging.
2. Prepare a preliminary opinion of probable cost for the proposed solution. The purpose of the opinion is to confirm that the project is in general accordance with the construction budget. It is not a guarantee of the construction cost.

3. Submit to the City of Plano three (3) sets of preliminary plan drawings for each erosion control structure site listed above. Provide high resolution electronic file drawings simultaneously.
4. Meet with the City of Plano to review and discuss the preliminary plan drawings and engineering comments.
5. Distribute one set of preliminary drawings to local utility companies to obtain information regarding impacts to their facilities. Coordinate through the PM in Parks & Recreation.

PART II - FINAL ENGINEERING

A. Final Design

1. Finalize plan for proposed improvements.
2. Revise preliminary plans and incorporate comments from the City of Plano.
3. Incorporate comments from the utility companies. If necessary, coordinate with utility companies to locate and uncover utilities which conflict with the proposed erosion control structure. Tie the location of uncovered utilities to the local control network.
4. Incorporate standard details into the plans and prepare additional details as required.

B. Prepare final technical specifications for the erosion control structures.

C. Revise the quantity estimate and prepare a revised estimate of probable construction cost based on the final design of the project.

D. Prepare final easement exhibits for any new easements required. This will include field surveying to tie property corners, metes and bounds descriptions for each easement which will be sealed by a Registered Professional Land Surveyor.

E. Assist in preparing final bid documents. The City of Plano will prepare the boiler plate. The Engineer will provide the remainder of the project manual of construction documents. The following information to be supplied by the Engineer shall include:

1. One copy of the finalized technical specifications.
2. Project specific information for use with the City of Plano standard construction agreement form, including the notice to contractors, bid proposal and contract bid schedule forms.

3. One set of blueline or blackline prints of final drawings and one electronic set of final drawings for Purchasing.
- F.** Meet with homeowners and/or property owners at prospective construction access locations. Coordinate between owners and City regarding this access and the City's preparation of temporary access and construction easements, if required. Engineer will provide the Contractor and the City of Plano with site access information and agreement concepts.
- G.** Provide necessary Storm Water Pollution Prevention Concept Plans in accordance with the City of Plano requirements.
- H.** Furnish the City of Plano with the following final documents:
1. Three sets of bond prints of final drawings for approval by City. Provide Autocad drawings in release 2000, no xrefs, NAD83 north Texas zone. Drawing sheet name to be descriptive and identical to the electronic name.
- I.** Assist the City of Plano staff in distribution of documents for bids. Furnish additional sets of contract documents for bidding or as directed by the City of Plano.
1. Furnish additional sets of plans and bid documents for plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms. One set only, reimbursable expenses pay for one set. Contractor shall pay for additional drawing sets.
 2. The cost for information (plans and contract document) provided for the purpose of securing bids shall be recovered by the Engineer by a non-refundable deposit from Contractors. Maintain a list of plan holders.
- J.** Attend the bid opening and provide tabulation and analysis of the bids received and furnish recommendations on the award of the contract or the appropriate action to be taken by the City of Plano.
1. Evaluate the lowest and second lowest bidder. Bid evaluation will include the contractor's:
 - a. Past work history
 - b. Financial resources;
 - c. Physical resources to produce the project.
 2. Provide a summary of the bid analysis to the City for use in selection and award of the construction project. Answer questions of bidders and provide clarifications. Issue addenda requested by the City of Plano.

PART III - CONSTRUCTION ADMINISTRATION

- A.** Furnish 13 sets of final plans and seven (7) sets of the contract documents marked "**For Construction**".
- B.** Assist the City of Plano staff in conducting one pre-construction conference with the Contractor.
- C.** Assist the City of Plano in arranging for testing of materials and laboratory control during construction, which is to be conducted at the City's expense.
- D.** Perform two site visits to the site each month (maximum of 6 total visits) to observe the progress and the quality of work and to attempt to determine if the work is proceeding in accordance with the Contract Documents. If the Engineer is requested to visit the site more frequently, the requested visits shall be considered an Additional Service. In performing the services above, the Engineer will endeavor to protect the City of Plano against defects and deficiencies; however, it is understood that the Engineer does not guarantee the Contractor's performance, nor is the Engineer responsible for supervision of the Contractor's operation and employees. The Engineer shall not be responsible for the acts or omissions of any person at the Project sites or otherwise performing any of the work of the Project.
- E.** Review concrete mix design, samples, catalog data, shop drawings, laboratory tests, shop mill tests of material and test equipment and other submittal information to assure conformity with construction plans. Provide written responses to requests for information or clarification.
- F.** Attend coordination meetings with contractors, inspection personnel, and City representatives.
- G.** Interpret intent of the drawings and technical specifications for the City of Plano and the Contractor. Respond to contractor's verbal technical questions.

PART IV - ADDITIONAL SERVICES

Additional Services to be performed by Engineer, if authorized by the City of Plano, which are not included in the above-described basic services, are described as follows:

- A.** Performing hydraulic modeling of the stream for any reason;
- B.** Preparation of any easement or right-of-way documents;
- C.** Assisting City of Plano with public meetings or hearings to inform residents;
- D.** Since this project is in a city park adjacent to a city street, we assume there will be no need for easement or right-of-way acquisition for this project;
- E.** Performing title searches and examination of deed records;
- F.** Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications;
- G.** Providing full time site inspection during construction of the project;
- H.** Performing designs for trench safety and retaining walls, etc. which are not included in the above Scope of Services;
- I.** Revisions to plans as result of revisions after completion of original final design (unless to correct error on original plans);
- J.** Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including preparation of engineering data and reports for assistance to the City of Plano;
- K.** Assisting the City of Plano in claims disputes with the Contractor(s);
- L.** Assisting the City of Plano in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Engineer on a fee basis negotiated by the respective parties outside of and in addition to this Agreement;
- M.** Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance other than listed in the above Scope of Services, and other assistance required to address environmental issues;

- N. Any Corps of Engineers work including but not limited to wetlands delineation, meetings with the Corps of Engineers staff, wetlands mitigation, or any other work not listed in the Scope of Services; Engineer will provide documents in such detail that Corps of Engineers will not request meetings or wetland delineation or mitigation.
- O. Attending homeowners and/or Council meetings including preparation of all displays, reports, or other data for use at such meetings;
- P. Preparation of plans and/or specifications related to the relocation of utilities;
- Q. Fees for permits and advertising;
- R. Flood plain reclamation plans;
- S. Consulting services by others not included in proposal;
- T. Inspection and testing services during construction;
- U. Preparation and processing monthly or final construction pay estimates;
- V. Determination of a floodway; but shall provide on the drawings floodplain and floodway information available from the City of Plano.
- W. Preparation of a Request for Letter of Map Revision or Conditional Letter of Map Revision, or any work pertaining to it;
- X. Assisting the City with a final punch list of construction issues;
- Y. Preparation of record "As-Built" drawings have been removed from the scope of services at the City's request.

EXHIBIT "B"

SCHEDULE OF WORK

Task	Anticipated Duration (weeks)
1 Project Start-up	1
2 Topographic Surveying	3
3 Geotechnical Study	4
4 Submit Topographic Survey to City	0
5 Preliminary Design and Drafting (60%)	5
6 Submit to City	0
7 Meet with City	0
8 Incorporate City Comments	1
9 95% Design, Drafting, & Specifications	3
10 Submit 95% Design and Estimate to City	0
12 Meet with City	0
13 Incorporate City Comments	1
14 Final Design (100%), Drafting, & Specifications	2
16 Final Revisions - Bid Documents	1
17 Submit Final CD's to City	0

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

	Basic Services	Special Services
DRAINAGE IMPROVEMENTS AND EROSION REPAIRS		
Preliminary Engineering		
Project Management	\$4,400	
Preliminary Design	\$9,800	
Preliminary Drafting	\$7,600	
Final Engineering		
Project Management	\$4,000	
Final Design	\$5,600	
Final Drafting	\$12,840	
Construction		
Project Management	\$1,300	
Site Visits	\$1,400	
Special Services		
Geotechnical Study		\$4,500
Topographical Survey		\$3,700
Corps of Engineers - Preconstruction Notification		\$5,400
Reimbursables		\$2,000
	\$46,940	\$15,600

FEE SUMMARY (ALL SERVICES TO BE BILLED HOURLY)

	Basic Services	Special Services
PRELIMINARY ENGINEERING	\$21,800	
FINAL ENGINEERING	\$22,440	
CONSTRUCTION	\$2,700	
TOPOGRAPHIC SURVEYING		\$3,700
CORPS OF ENGINEERS - PCN		\$5,400
GEOTECHNICAL STUDY		\$4,500
REIMBURSABLES		\$2,000
SUBTOTAL NOT-TO-EXCEED FEE	\$46,940	\$15,600

TOTAL

\$62,540

Hourly Invoicing Rates - 2012
Infrastructure Engineering Services

<u>Category</u>	<u>Rate</u>
Senior Principal	\$240
Principal	\$200
Managing Director	\$175
Team Director	\$160
Senior Project Manager	\$160
Project Manager	\$130
Senior Engineer	\$130
Engineer	\$110
Graduate Engineer	\$95
Senior Designer	\$120
Designer	\$90
CADD Manager	\$100
Senior CADD Technician	\$95
CADD Technician	\$80
Engineering Intern	\$70
Senior Administrative Assistant	\$85
Administrative Assistant	\$60

EXHIBIT "D"
ENGINEERING
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 Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer 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 Engineer 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 Engineer 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 Engineer'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 Engineer 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 Engineer 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 Engineer 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 Engineer, and the Engineer 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 Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

- 2.1 The Engineer 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 Engineer 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 Engineer's Insurance – Claims Made

Professional Errors and Omissions

The Engineer 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

ENGINEERING

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 Walter P. Moore and Associates, Inc. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Walter P. Moore and Associates, Inc. is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

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

Walter P. Moore and Associates, Inc.
Name of Consultant

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2012.

Notary Public, State of Texas



**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:	October 22, 2012
Department:	Public Information
Department Head	Dana Conklin - 7321
Agenda Coordinator (include phone #): Kimberly Simmons - 7307	

CAPTION

A Resolution of the City of Plano, Texas approving the terms and conditions of funding agreements between the City of Plano, Texas and various arts organizations; authorizing their execution by the City Manager or his designee; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2012-2013	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	735,581	0	735,581
Encumbered/Expended Amount	0	0	0	0
This Item	0	-735,581	0	-735,581
BALANCE	0	0	0	0

FUND(S): CONVENTION AND TOURISM

COMMENTS: This item, in the amount of \$735,581 is included in the approved 2012-13 Budget for the funding of Arts Organizations.

STRATEGIC PLAN GOAL: Funding for Arts Organizations relates to the City's goal of Partnering for Community Benefit.

SUMMARY OF ITEM

This resolution establishes funding agreements with various arts organizations for a total amount of \$735,581 approved in the FY 2012-2013 budget. Funds will be distributed to the organizations on the following schedule: an amount not to exceed 50% of the funds by November 30, 2012; an amount not to exceed 25% of the funds by February 28, 2013; an amount not to exceed the remaining 25% of the funds by July 15, 2013. Small Grants (\$1,000 or less will be distributed in a single payment to the recipient organization by November 30, 2012).

ArtCentre of Plano	\$ 64,901
Chamberlain Performing Arts	\$ 102,946
Children's Chorus of Collin Co.	\$ 10,089
Dallas Asian Amer. Youth Orch.	\$ 14,044
Men of Note	\$ 10,500



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Plano Art Association	\$ 16,948
Plano Children's Theatre	\$ 136,936
Plano Civic Chorus	\$ 13,745
Plano Community Band	\$ 27,859
Plano Metropolitan Ballet	\$ 15,650
Plano Symphony Orchestra	\$ 253,142
Rover Dramawerks	\$ 31,998
Theatre Britain	\$ 5,308
Texas Winds Musical Outreach	\$ 11,386
Younger Generation Chorus	\$ 19,129
Dallas Chinese Choral Society	\$ 1,000
TOTAL:	\$ 735,581

List of Supporting Documents:
Sample Funding Agreements :
Arts Grants

Other Departments, Boards, Commissions or Agencies

A Resolution of the City of Plano, Texas approving the terms and conditions of funding agreements between the City of Plano, Texas and various arts organizations; authorizing their execution by the City Manager or his designee; and providing an effective date.

WHEREAS, the City Council established the Cultural Affairs Commission for the purpose of considering funding requests from outside organizations; and

WHEREAS, this Commission considered funding requests from arts organizations, conducted extensive review, and made recommendation for funding to the City Council based on established criteria; and

WHEREAS, the City Council received such recommendations during budget deliberations, conducted a public hearing on the proposed budget and approved and adopted the 2012-13 budget; and

WHEREAS, pursuant to Ordinance No. 2012-9-8, the City Council has appropriated \$735,581 for such purposes and finds that the services provided by the sixteen organizations are beneficial to the public and serve a valid public purpose; and

WHEREAS, the City Council desires to enter into Funding Agreements with sixteen arts organizations, sample copy are attached hereto by reference as Exhibit "A", which establish the terms and conditions for funding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The City Council, after reviewing the terms and conditions of the Funding Agreements and the maximum recommended funding amounts for the below named organizations, hereby approves the Agreements and funding amounts, which are proper and in the best interests of the City of Plano.

Support of the Arts:

ArtCentre of Plano	\$	64,901
Chamberlain Performing Arts	\$	102,946
Children's Chorus of Collin Co.	\$	10,089
Dallas Asian Amer. Youth Orch.	\$	14,044
Men of Note	\$	10,500
Plano Art Association	\$	16,948
Plano Children's Theatre	\$	136,936
Plano Civic Chorus	\$	13,745
Plano Community Band	\$	27,859
Plano Metropolitan Ballet	\$	15,650
Plano Symphony Orchestra	\$	253,142
Rover Dramawerks	\$	31,998

Texas Winds Musical Outreach	\$	11,386
Theatre Britain	\$	5,308
Younger Generation Chorus	\$	19,129
Dallas Chinese Choral Society	\$	1,000

TOTAL: \$ **735,581**

Section II. The City Manager, or his authorized designee, is hereby authorized to execute such Agreements on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreements, and to act in behalf of the City with regard to its terms and conditions.

Section III. This resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED this 22nd day of October, 2012

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**FUNDING AGREEMENT BETWEEN CITY OF PLANO
AND
_____ (ARTS ORGANIZATION) _____**

The **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as “City”), and _____, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as “Contractor”), enter into this funding agreement for the purposes set out herein.

WHEREAS, the City Council finds that the expenditure of public funds to Contractor is in the best interest of the residents and the City of Plano; and

WHEREAS, the City Council finds that expending public funds is a valid public purpose; and

WHEREAS, the City Council determined that the City should award grant funding in a sum not to exceed \$_____ for the purposes outlined in the attachment entitled “2012-2013 _(Major/Small)_____ Arts Grant Application” (hereinafter referred to as “Application”); and

WHEREAS, Contractor has established itself as having the ability to perform such activities.

NOW, THEREFORE, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

**SECTION I
PURPOSES/CONSIDERATION; PRIORITY OF DOCUMENTS**

1.01 Purpose/Consideration.

This Agreement provides the terms and conditions under which City will make available grant funding in a sum not to exceed \$_____, for use to support the activities outlined in attached Exhibit A, Contractor’s funding application. The City's source of these funds is derived from the Hotel/Motel Tax revenues and total grant funding awarded to Contractor is subject to change pursuant to Section 5.07 of the agreement herein. Contractor agrees to accept responsibility for guaranteeing City grant funds are used for the items in Exhibit A. In consideration of the City of Plano providing the funding specified for the 2012-13 fiscal year, Contractor shall abide by the terms and conditions of this Agreement.

1.02 Priority of Documents.

This Agreement consists of: Agreement between City of Plano and Contractor; Application; Revised Line Item Budget of Approved Expenditures; General Conditions; Affidavit of No Prohibited Interest; Insurance, and Employee Dishonesty Bond when required. The documents are complementary, and what is called for by one shall be binding as if called for by all. In the event of inconsistency in any provisions of the documents, the inconsistency shall be resolved by giving precedence to the documents in the order in which they are listed above.

**SECTION II
PERMITTED USES OF FUNDS; CONDITIONS OF USE**

2.01 Contractor shall use any and all funds furnished by City under this Agreement for the purposes outlined in the Application, which is made a part hereof by reference and incorporated as Exhibit A. In the event that the amount of funds requested and outlined for expenditure in the Application differs from the amount of funds actually awarded by the City, then Contractor shall submit a revised line item budget on a form provided by the City which shall be substituted for the original budget submitted with the Application. The revised line item budget must be submitted within 10 days of the execution of this Agreement and no funds shall be disbursed by the City to Contractor unless and until the revised line item budget is submitted. The **Revised Line Item Budget of Approved Expenditures** shall be signed by two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. The revised line item budget shall be attached hereto and incorporated herein as part of Exhibit B.

Request to encumber city funds for projects, as approved in Exhibit A, completed after September 30, 2013 shall be submitted to the Contract Administrator for review and approval by September 1, 2013. If approved by the City, the encumbered city funds for specific projects must be completed by December 31, 2013. An additional expense report, in accordance with the reporting requirements set forth in 5.08, describing the expenditure of encumbered funds must be submitted to the City no later than January 31, 2014. City funds may only be encumbered for projects that have commenced prior to September 1, 2013.

1. Subsequent to the initial contract submittal, should the Contractor wish to utilize funds for a purpose other than those stated in Exhibit A, the Contractor must submit an additional amended **Revised Line Item Budget of Approved Expenditures** and request approval from the Contractor's Board, Cultural Affairs Commission, and City Manager. No change may occur unless:
 - a. Approved by Contractor's Board, as evidenced by the official minutes of the Board authorizing the change;
 - b. Approved by the Cultural Affairs Commission, as evidenced by the official minutes of the Commission authorizing the change presented by the Contractor's Board;
 - c. Approved by the City Manager, or his designee, after submission of the requested change by the Cultural Affairs Commission.

Contractor cannot expend any funds for a purpose not listed in the funding application until receipt of written approval from the City Manager or his designee.

2.02 All expenditures of City funds must comply with the Agreement and attachments hereto. Agreement compliance is defined as:

1. At least 90% of expenses budgeted in each category of the Application and funded by City monies must be spent in that category;
2. All requests to reallocate funds from one line item to another must first be approved by the Contractor's Board, as evidenced by the official minutes of the Board authorizing the change and submitted to the Contract Administrator. If the Contract Administrator finds that the request conforms to Item 1 of 2.02 above, the amended line item budget shall be approved. If the Contract Administrator finds that the amendments do not conform to 2.02.1 above, the request must be approved in accordance with the conditions set forth in b and c of Item 1 of 2.01;
3. Contractor must meet all other conditions of this Agreement.

2.03 Contractor agrees to the general conditions of the grant as set forth in the attachment entitled “General Conditions of Contract” (hereinafter referred to as the “General Conditions”), which is attached hereto and incorporated herein for all purposes as Exhibit C.

2.04 Unexpended and unencumbered City funds that remain with the Contractor after September 30, 2013 will revert to the City and the Contractor must return said funds to the City on or before October 31, 2013. Encumbered City funds are those funds which the Contractor has received and obligated for payment by written agreement or contract to expend on approved projects listed in Exhibit A.

SECTION III NON-ASSIGNMENT

3.01 Contractor may not assign any interest in this Agreement, whether in whole or part, without prior approval of the City Council, as reflected by a duly authorized resolution.

SECTION IV INDEPENDENT CONTRACTOR

4.01 The City enters into this Agreement with Contractor for the purposes enumerated in Section I. Contractor asserts and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of the City. Contractor has exclusive control over the details of the activity, and is responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. The doctrine of respondeat superior does not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants. Further, this agreement does not create a partnership or joint enterprise between City and Contractor.

**SECTION V
DISBURSEMENT OF FUNDS**

5.01 The City will disburse funds provided under this Agreement as follows:

1. for grants of **\$1,000** or less, 100 % of the funds by November 30, 2012.
For all grants greater than \$1,000:
2. an amount not to exceed 50% of the funds by November 30, 2012.
3. an amount not to exceed 25% of the funds by February 28, 2013.
4. an amount not to exceed the remaining 25% of the funds by July 15, 2013.

5.02 Expenses incurred after the termination date will not be reimbursed under this Agreement and the City shall assume no liability for same.

5.03 Failure to comply with the quarterly reporting requirements as outlined in Section 5.08 of this agreement below, including submittal of an executed certificate of compliance, shall result in funds being withheld from disbursement to the Contractor until a properly prepared report is submitted to the City as required.

5.04 Failure to submit a Revised Line Item Budget of Approved Expenditures as required in Section II of this agreement when applicable shall result in funds being withheld from disbursement to the Contractor until it is submitted to the City.

5.05 Failure to submit an Employee Dishonesty Bond as required in Section VII of this agreement when applicable shall result in funds being withheld from disbursement to the Contractor until it is submitted to the City as required.

5.06 Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of

the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

5.07 Contractor recognizes that grant funding is derived from Hotel/Motel tax revenue collected by the City. In the event that the Hotel/Motel Tax revenue generated for fiscal year 2012-13 is lower than initially anticipated, Contractor agrees that the total sum of grant funding awarded by the City to the Contractor may be adjusted accordingly at the City's sole discretion.

5.08 Reporting Requirements.

Within thirty (30) days of the close of each preceding quarter of the contract term, Contractor agrees to provide financial statements to the Contract Administrator sufficiently describing the expenditure of funds provided by the City to be compared against the Revised Line Item Budget of Approved Expenditures attached in Exhibit B, a list of all bank checks dispatched per quarter relating to the approved expenditures attached in Exhibit A, as well as a description of program goals achieved and/or progress of same for the preceding quarter. These reports shall contain a Certificate of Compliance with notarized signatures of two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. In the case of grants of **\$1,000** or less, the report is due within 30 days of the close of the quarter in which the funds were expended. Reports submitted without required notarized signatures will be rejected and considered incomplete.

At the end of the Contract Term or in the event of earlier termination, Contractor shall provide a final written report of its activities and expenditures to the Contract Administrator within 30 days.

5.09 Failure to resolve any outstanding fire, health and safety code requirements found at the Contractor's facilities shall result in funds being withheld from disbursement to the Contractor until those requirements have been resolved. Contractor is responsible for the expenses to resolve the fire, health and safety code requirements and may not use City funds unless the activity has been approved on the projects list in Exhibit A.

5.10 If the Contractor is found to be in breach of any of the terms or conditions of a prior year's City funding agreement, or has any outstanding items from previous years funding agreement, funds from the current fiscal year shall be withheld from disbursement to the Contractor until those items have been resolved.

**SECTION VI
AFFIDAVIT OF NO PROHIBITED INTEREST**

6.01 Contractor acknowledges and represents it is aware of all applicable laws, the City Charter, and the City Code of Conduct regarding prohibited interests, and that the existence of a prohibited interest at any time will render the Contract voidable. At the time of signing this Agreement, a representative of Contractor shall execute the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit D.

**SECTION VII
INSURANCE REQUIREMENTS/INDEMNIFICATION**

7.01 Insurance.

At its own expense, Contractor agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in Exhibit E. Additionally, this insurance must specifically cover any and all activities occurring on City property, including those activities of Contractor's employees, volunteers, vendors, contractors, or subcontractors. Contractor must provide proof of this insurance to the Contract Administrator within ten (10) days of execution of this Agreement. A properly executed certificate of insurance issued by Contractor's insurance agency is sufficient proof of insurance. Contractor must maintain a current copy of the certificate(s) and provide proof of its current insurance to City throughout the entire term of this Contract. These insurance requirements shall apply only to grants of more than \$1,000.

7.02 Employee Dishonesty Bond Requirement Applicable to Contractors Receiving Funds of \$75,000 or greater

At its own expense, a Contractor receiving funds in the amount of \$75,000 or more agrees to maintain during the term of this Agreement, or any extension thereof, an Employee Dishonesty Bond (EDB) in an amount equal to the total dollar amount awarded to Contractor by the City as defined in the grant agreement. A copy of proof of EDB shall be attached to the funding agreement as an additional attachment to Exhibit E. Bonds shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poors rating of A or better.

Bonds shall be made payable to the City of Plano and shall be maintained by Contractor throughout the contract period. Contractor must provide proof of this EDB to the Contract Administrator within ten (10) days of execution of this Agreement. A properly executed bond certificate issued by Contractor's insurance agency is sufficient proof of EDB. Contractor must maintain a current copy of the certificate(s) and provide proof of its current EDB to City throughout the entire term of this Contract. Failure to provide proof of the EDB shall result in the City withholding disbursement of funds to the Contractor until proof is provided as required under this Agreement.

7.03 Indemnification.

THE CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR, 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 CONTRACTOR IS LEGALLY RESPONSIBLE IN THE

PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. 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.

CONTRACTOR 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 CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR 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 CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

SECTION VIII TERM

8.01 The term of this Agreement is November 1, 2012 through September 30, 2013. At the expiration of this Agreement, the Contractor shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including the submission of a final written report to the City and any other requested written documentation verifying Contractor's compliance with the terms of this Agreement.

**SECTION IX
TERMINATION**

9.01 Each party shall have the right to an early termination of this Agreement by giving the other party written notice thirty (30) days before the desired early termination date. After a notice of early termination, Contractor may use City funds only for costs incurred before the notice of termination date. Contractor, however, must return to the City the unused balance of any funds disbursed to the Contractor pursuant to this Agreement within ten (10) days of either an early termination or at the end of the Agreement term.

9.02 In the event Contractor breaches any of the terms or conditions of this Agreement, whether in whole or part, the City may immediately terminate this Agreement by providing written notice to the Contractor, notwithstanding any other provision. Contractor is solely responsible for funds expended contrary to the terms and conditions of this Agreement, and must return the City funds within ten (10) days of the termination.

**SECTION X
MISCELLANEOUS**

10.01 Entire Agreement.

This Agreement and its attachments constitute the entire agreement between the parties. The parties may only modify, amend, or supplement this Agreement through a written instrument executed by both parties.

10.02 Authority

The undersigned represents and warrants that he or she is the duly authorized representative of the Contractor, and that the Board of Trustees (or equivalent) of the Contractor has approved and accepted this Agreement by Board resolution. Contractor at all times shall maintain a copy of the Board resolution for submission to City upon request.

This Agreement does not become binding on the City of Plano until both the Contractor and the City Manager, or his designee, has executed it.

10.03 Successors and Assigns

This Contract is binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

10.04 Notice.

Any Notice, Reports or Documents required to be provided by this Agreement shall be in writing and delivered to the parties as follows:

City Contract Administrator
Dana Conklin
Director of Public Information
City of Plano
P.O. Box 860358
Plano, TX 75086-0358
Telephone: 972-941-7321

Contractor

Telephone: _____

10.05 Paragraph Headings.

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

10.06 Interpretation of Contract.

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.

10.07 Venue.

The parties agree that the laws of the State of Texas govern this Agreement, and which is performable in Collin County, Texas. In the event of breach of this Agreement, venue for all causes of action shall exclusively lie in Collin County, Texas.

IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR SIGNATURES ON THIS THE _____ DAY OF _____, 20__.

Organization

BY: _____
Name:
Title:

CITY OF PLANO, TEXAS

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____,
20__ by _____, _____ of _____, a
non-profit corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____,
20__ by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a
home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

EXHIBIT A

CONTRACTOR'S APPLICATION

This exhibit represents only the Budget portion of the application.

The remainder of the application is attached hereto by reference and is on file in the Public Information Department and may be viewed by contacting that office during normal business hours.



EXHIBIT B

Cultural Arts Grant

REVISED LINE ITEM BUDGET of APPROVED EXPENDITURES for 2012-13 Grant

Please complete the following by providing information based on your FY 2012-13 request and attach a new copy of your complete budget for the year of your request.

Organization Name: _____

Address: _____

Contact Person: _____

Phone: _____ Email: _____

Total Approved City of Plano Funding for FY 2012-2013: _____

Budget Category: _____ **Amount:** _____

Personnel (Artistic, Cultural, Technical & Administrative Staff	
Contracted Services	
Travel	
Rental Expense	
Advertising and Promotion	
Insurance	
Other Expenses	

TOTAL PROJECTED AUTHORIZED EXPENDITURE OF CITY OF PLANO ARTS GRANT:	
--	--

CERTIFICATE OF COMPLIANCE

CERTIFICATION: _____ and _____,
members of the Board of Directors of _____
agency

By signatures below, we attest to the accuracy of the information contained in this document.

Attest: _____ signature _____ name printed _____ date	_____ signature _____ name printed _____ date
--	--

*Typically provided as in-kind services only. These will be calculated in accordance with Fair Labor Standards Act.

EXHIBIT C

GENERAL CONDITIONS OF AGREEMENT

The Contractor agrees to the following general conditions:

- (1) The Contractor must provide reports of its activities as described in Section V, *Disbursement of Funds*, Paragraph 5.08, *Reporting Requirement*, of the Funding Agreement and as otherwise required by the Special Conditions of the Agreement on a format acceptable to the City. Disbursements may cease if reports are not submitted.
- (2) All of Contractor's procedures, records, and reports of programs and accounts shall be available for inspection by a duly authorized representative of the City. The materials shall be made available during regular business hours and not later than three (3) business days after request to do so. An independent audit of Contractor's financial records, paid for by Contractor, shall be furnished to the City upon request.
- (3) The Contractor agrees to on-site inspection of its facilities and/or programs by the City.
- (4) Improper use of funds provided by City may result in the termination of the Agreement, forfeiture of any outstanding monies to be provided by City, recovery of previous payments, recovery of bond payments, requirement for Contractor to provide an Employee Dishonesty Bond for future participation and/or disqualification of Contractor from future participation in grant programs offered or sponsored by or through City.
- (5) Programs, activities, employment opportunities, and other participatory events funded totally or partially by the City of Plano must be made available to all people regardless of race, color, religion, sex, age, national origin, disability, familial status, or political affiliation.
- (6) The Contractor and any person or organization it contracts with shall comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of Plano.
- (7) The Contractor shall comply with all Federal, State and Local conflict of interest laws, statutes, and regulations; these laws shall apply to all parties and beneficiaries under this Agreement as well as to all officers, employees, and agents of City.
- (8) None of the funds, materials, property, or services provided directly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of Plano, or any other political body.
- (9) The City shall have the right to review any and all of Contractor's agreements and contracts prior to execution by the Contractor. City further has the right to require the modification, addition, or deletion of such terms and conditions in Contractor's agreements or contracts as it deems necessary to protect the City's interests.
- (10) For a non-profit corporation in existence for more than one (1) year at the time of the execution of this Agreement, Contractor agrees to provide a sworn statement attesting to the fact that the status of the Contractor is currently valid as a non-profit corporation. All corporations must be in good standing with the Texas Secretary of State.
- (11) The Contractor must officially recognize its relationship with the City of Plano by incorporating an acknowledgment in all of its publications and electronic media such as “_____ is funded in part by the City of Plano” and by including a link on their website to www.planocvb.com, the Plano Convention and Visitors Bureau site.

EXHIBIT D

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF _____ §

COUNTY OF _____ §

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

Notary Public, State of _____

EXHIBIT E

Contractor shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Contractor, its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The Contractor shall maintain insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence" form CG 0001). Coverage will include: A) Premises - Operations, B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: The City, its officials, employees, volunteers, Boards and Commissions are to be added as "Additional Insureds" in respect to liability arising out of any activities performed by or on behalf of the Contractor. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Contractor's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Contractor's insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards the workers compensation policy.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poors rating of A or better.

The Contractor shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.



**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:		October 22, 2012			
Department:		Public Information			
Department Head		Dana Conklin - 7321			
Agenda Coordinator (include phone #): Kimberly Simmons - 7307					
CAPTION					
A Resolution of the City of Plano, Texas approving the terms and conditions of funding agreements between the City of Plano, Texas and various special event organizers; authorizing their execution by the City Manager or his designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2012-2013	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	205,417	0	205,417
Encumbered/Expended Amount		0	0	0	0
This Item		0	-205,417	0	-205,417
BALANCE		0	0	0	0
FUND(S): GENERAL FUND; CONVENTION & TOURISM FUND					
COMMENTS: This item, in the amount of \$205,417 is included in the approved 2012-13 Budget. Funding for the Urban Town Center Grants, from the General Fund, is \$48,227 and \$157,190 is from the Convention & Tourism Fund for the Special Events (Balloon Festival)					
STRATEGIC PLAN GOAL: City funding for event grants relates to the City's goal of Partnering for Community Benefit.					
SUMMARY OF ITEM					
This resolution establishes funding agreements for five special events totaling \$205,417 which was approved in the FY 2012-13 budget. Funds will be distributed to each event separately and no earlier than 120 days prior to the event. The special events are:					
AsiaFest		\$	11,682		
MLK Celebration		\$	9,638		
Plano Balloon Festival		\$	157,190		
Plano International Festival		\$	16,907		
Downtown Feastival (HDPa)		\$	10,000		
TOTAL:		\$	205,417		
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Sample Funding Agreements:					



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Special Event
In-Kind

A Resolution of the City of Plano, Texas approving the terms and conditions of funding agreements between the City of Plano, Texas and various special event organizers; authorizing their execution by the City Manager or his designee; and providing an effective date.

WHEREAS, the City Council established the Cultural Affairs Commission for the purpose of considering funding requests from outside organizations; and

WHEREAS, this Commission considered funding requests from special events organizers, conducted extensive review, and made recommendation for funding to the City Council based on established criteria; and

WHEREAS, the City Council received such recommendations during budget deliberations, conducted a public hearing on the proposed budget and approved and adopted the 2012-13 budget; and

WHEREAS, pursuant to Ordinance No. 2012-9-8, the City Council has appropriated \$205,417 for such purposes and finds that the services provided by the five organizations are beneficial to the public and serve as a valid public purpose; and

WHEREAS, the City Council desires to enter into Funding Agreements with five special events, a sample copy is attached hereto by reference as Exhibit "A", which establishes the terms and conditions for funding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The City Council, after reviewing the terms and conditions of the Funding Agreements and the maximum recommended funding amounts for the below named organizations, hereby approves the Agreement and funding amounts, which are proper and in the best interests of the City of Plano.

Special Event Grants:

AsiaFest	\$ 11,682
MLK Celebration	\$ 9,638
Plano Balloon Festival	\$ 157,190
Plano International Festival	\$ 16,907
Downtown Feastival (HDPa)	\$ 10,000
TOTAL:	\$ 205,417

Section II. The City Manager, or his authorized designee, is hereby authorized to execute such Agreements on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreements, and to act in behalf of the City with regard to its terms and conditions.

Section III. This resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED this the 22nd day of October, 2012.

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**AGREEMENT BETWEEN CITY OF PLANO
AND
_____ (EVENT) _____**

The **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as “City”), and __ (organization) _____, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as “Contractor”), enter into this agreement for performance of the _____ (event) _____.

WHEREAS, the City Council finds that the expenditure of public funds to Contractor for the production of _____ (event name) _____, is in the best interest of the residents and the City of Plano; and

WHEREAS, the City Council finds that providing City Services for the purpose stated above is a valid public purpose; and

WHEREAS, the City Council determined that the City should award grant funding in a sum not to exceed \$ _____ for the purposes outlined in the attachment entitled “2012-2013 (Special Event Sponsorship/Urban-Town Center) Grant Application (hereinafter referred to as “Application”); and

WHEREAS, Contractor has established itself as having the ability to perform such activities.

NOW, THEREFORE, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

**SECTION I
PURPOSES/CONSIDERATION; PRIORITY OF DOCUMENTS**

1.01 Purpose/Consideration.

This Agreement provides the terms and conditions under which City will make available grant funding in a sum not to exceed \$ _____ (cash) _____, to support the

_____ **(event)** _____. The City's source of funds is (Hotel/Motel Tax/General) revenues derived from collection of property, sales and other taxes, as well as other sources. Contractor agrees to accept responsibility for guaranteeing City grant funds are used for the items in Exhibit A.

City further agrees to make available City Services as provided in Exhibit D in an amount not to exceed \$ _____ **(in-kind)** _____ to assist with the event _____ **(dates)** _____. The City will notify Contractor if Contractor's request for City Services exceeds the amount indicated in Exhibit D. Any City Services requested by Contractor that exceed the Exhibit D amount will be billed back to Contractor by City. Payments for those additional City Services are to be paid in full within 30 days of the invoice date.

In consideration of the City of Plano providing the funding specified for the 2012-13 fiscal year, Contractor shall abide by the terms and conditions of this Agreement.

1.02 Priority of Documents.

This Agreement consists of: Agreement between City of Plano and Contractor; Application; Revised Line Item Budget of Approved Expenditures; Special Conditions; General Conditions; Affidavit of No Prohibited Interest; Insurance, and Employee Dishonesty Bond when required. The documents are complementary, and what is called for by one shall be binding as if called for by all. In the event of inconsistency in any provisions of the documents, the inconsistency shall be resolved by giving precedence to the documents in the order in which they are listed above.

SECTION II PERMITTED USES OF FUNDS; CONDITIONS OF USE

2.01 Contractor shall perform all activities under this Agreement for the purposes outlined in the Application, which is made a part hereof by reference and incorporated as Exhibit A. In the event that the amount of funds requested and outlined for expenditure in the Application differs from the amount of funds actually awarded by the City, then Contractor shall submit a revised line item budget on a form provided by the City which shall be substituted for the original budget submitted with the Application. The revised line item budget must be submitted within 10 days of the execution of the Agreement and no funds shall be disbursed by the City to Contractor unless and until the revised line item budget is submitted. The **Revised Line Item Budget of Approved Expenditures** shall be signed by two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. The revised line item budget shall be attached hereto and incorporated herein as part of Exhibit B.

Request to encumber city funds for projects, as approved in Exhibit A, completed after September 30, 2013, shall be submitted to the City Contract Administrator for review and approval by September 1, 2013. If approved by the City, the encumbered city funds for specific projects must be completed by December 31, 2013. An additional expense report, in accordance with the reporting requirements set forth in 5.01, describing the expenditure of encumbered funds, must be submitted to the City no later than January 31, 2014. City funds may only be encumbered for projects that have commenced prior to September 1, 2013.

1. Subsequent to the initial contract submittal, should the Contractor wish to provide activities for a purpose other than those stated in Exhibit A, the Contractor must submit an additional amended Revised Line Item Budget of Approved Expenditures and request approval from the Contractor's Board, Cultural Affairs Commission, and City Manager. No change may occur unless:

- a. Approved by Contractor's Board, as evidenced by the official minutes of the Board authorizing the change;
- b. Approved by the Cultural Affairs Commission, as evidenced by the official minutes of the Commission authorizing the change presented by the Contractor's Board;
- c. Approved by the City Manager, or his designee, after submission of the requested change by the Cultural Affairs Commission.

Contractor cannot expend any funds nor receive City Services for a purpose not listed in the funding application until receipt of written approval from the City Manager or his designee.

2.02 All expenditure of City funds or use of City Services must comply with the Agreement and attachments hereto and Contractor must meet all other conditions of this Agreement.

2.03 Contractor agrees to the general conditions of the grant as set forth in the attachment entitled "General Conditions of Agreement" (hereinafter referred to as the "General Conditions"), which is attached hereto and incorporated herein for all purposes as Exhibit C.

SECTION III NON-ASSIGNMENT

3.01 Contractor may not assign any interest in this Agreement, whether in whole or part, without prior approval of the City Council, as reflected by a duly authorized resolution.

SECTION IV INDEPENDENT CONTRACTOR

4.01 The City enters into this Agreement with Contractor for the purposes enumerated in Section I. Contractor asserts and agrees that Contractor is an independent contractor and not

an officer, agent, servant or employee of the City. Contractor has exclusive control over the details of the activity, and is responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. The doctrine of respondeat superior does not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants. Further, this agreement does not create a partnership or joint enterprise between City and Contractor.

SECTION V DISBURSEMENT OF FUNDS

5.01 The City will disburse funds provided under this Agreement no sooner than sixty (60) days prior to the event and once the City of Plano Special Event Permit Application has been submitted.

5.02 Expenses incurred after the termination date will not be reimbursed under this Agreement and the City shall assume no liability for same.

5.03 Failure to comply with the reporting requirements as outlined in Section 5.08 of this agreement below, including submittal of an executed certificate of compliance, shall result in any future funds being withheld from disbursement to the Contractor until a properly prepared report is submitted to the City as required.

5.04 Failure to submit a Revised Line Item Budget of Approved Expenditures as required in Section II of this agreement when applicable shall result in funds being withheld from disbursement to the Contractor until it is submitted to the City.

5.05 Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year,

shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

5.06 Contractor recognizes that grant funding is derived from revenue collected by the City. In the event that the revenue generated for fiscal year 2012-13 is lower than initially anticipated, Contractor agrees that the total sum of grant funding awarded by the City to the Contractor may be adjusted accordingly at the City's sole discretion.

5.07 Reporting Requirements.

Within sixty (60) days following the event, Contractor agrees to provide a final written report of its activities and expenditures along with associated financial statements to the Contract Administrator sufficiently describing the expenditure of funds provided by the City to be compared against the Application attached in Exhibit A and any Revised Line Item Budget of Approved Expenditures documents, as well as a description of program goals achieved and/or progress toward those goals. These reports shall contain a Certificate of Compliance with notarized signatures of two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. Reports submitted without required notarized signatures will be rejected and considered incomplete.

5.08 If the Contractor is found to be in breach of any of the terms or conditions of a prior year's City funding agreement, or has any outstanding items from previous years funding agreement, funds from the current fiscal year shall be withheld from disbursement to the Contractor until those items have been resolved.

**SECTION VI
AFFIDAVIT OF NO PROHIBITED INTEREST**

6.01 Contractor acknowledges and represents it is aware of all applicable laws, the City Charter, and the City Code of Conduct regarding prohibited interests, and that the existence

of a prohibited interest at any time will render the Contract voidable. At the time of signing this Agreement, a representative of Contractor shall execute the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit E.

SECTION VII INSURANCE REQUIREMENTS/INDEMNIFICATION

7.01 Insurance.

At its own expense, Contractor agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in Exhibit F. Additionally, this insurance must specifically cover any and all activities occurring on City property, including those activities of Contractor's employees, volunteers, vendors, contractors, or subcontractors. Contractor must provide proof of this insurance to the Contract Administrator no less than 120 days prior to the event. A properly executed Certificate of Insurance issued by Contractor's insurance agency is sufficient proof of insurance. Contractor must maintain a current copy of the certificate(s) and provide proof of its current insurance to City throughout the entire term of this Contract.

7.02 Indemnification.

THE CONTRACTOR 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 CONTRACTOR'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

CONTRACTOR, 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 CONTRACTOR 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 CONTRACTORS. 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.

CONTRACTOR 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 CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR 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 CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

**SECTION VIII
TERM**

8.01 The term of this Agreement is November 1, 2013 through **(last day of month of event)_____**. At the expiration of this Agreement, the Contractor shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including the submission of a final written report to the City and any other requested written documentation verifying Contractor's compliance with the terms of this Agreement.

**SECTION IX
TERMINATION**

9.01 Each party shall have the right to an early termination of this Agreement by giving the other party written notice thirty (30) days before the desired early termination date. After a notice of early termination, Contractor may use City funds only for costs incurred before the notice of termination date.

9.02 In the event Contractor breaches any of the terms or conditions of this Agreement, whether in whole or part, the City may immediately terminate this Agreement by providing written notice to the Contractor, notwithstanding any other provision.

**SECTION X
MISCELLANEOUS**

10.01 Entire Agreement.

This Agreement and its attachments constitute the entire agreement between the parties. The parties may only modify, amend, or supplement this Agreement through a written instrument executed by both parties.

10.02 Authority

The undersigned represents and warrants that he or she is the duly authorized representative of the Contractor, and that the Board of Trustees (or equivalent) of the Contractor has approved and accepted this Agreement by Board resolution. Contractor at all times shall maintain a copy of the Board resolution for submission to City upon request.

This Agreement does not become or binding on the City of Plano until both the Contractor and the City Manager or his designee have executed it.

10.03 Successors and Assigns

This Contract is binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

10.04 Notice.

Any Notice, Reports or Documents required to be provided by this Agreement shall be in writing and delivered to the parties as follows:

City Contract Administrator
Karen Williams
Event Supervisor
City of Plano
P O Box 860358
Plano, TX 75086-0358
972-941-7250

Contractor

10.05 Paragraph Headings.

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

10.06 Interpretation of Contract.

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.

10.07 Venue.

The parties agree that the laws of the State of Texas govern this Agreement, and which is performable in Collin County, Texas. In the event of breach of this Agreement, venue for all causes of action shall exclusively lie in Collin County, Texas.

IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR SIGNATURES ON THIS THE _____ DAY OF _____, 20____.

BY: _____

Name: _____

Title: _____

CITY OF PLANO, TEXAS

BY: _____

Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____,
20____ by _____, _____ of
_____, a non-profit corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____,
20____ by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a
home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

EXHIBIT A

CONTRACTOR'S APPLICATION

This exhibit represents only the Budget portion of the application.

The remainder of the application is attached hereto by reference and is on file in the Parks and Recreation Department and may be viewed by contacting that office during normal business hours.

EXHIBIT B



Special Event Grant

REVISED LINE ITEM BUDGET of APPROVED EXPENDITURES for 2012-13 Grant

Please complete the following by providing information based on your FY 2012-13 requested amount and awarded amount. Please attach a new copy of your complete budget for the year of your request after revisions.

ORGANIZATION: _____

DATE: _____

Expenses:

	REVISED Total Event Budget	Original Request City Cash	City Cash Awarded	Original Request City In-Kind	City In- Kind Awarded
Advertising & Promotion					
Contracted Services					
Insurance					
Rental Expenses					
Other					
City In-Kind Sponsorship (City Services*)					
Other In-Kind Sponsorships					
Grand Total					

* These will be calculated in accordance with Fair Labor Standards Act.

CERTIFICATE OF COMPLIANCE

CERTIFICATION: _____ and _____,

members of the Board of Directors of _____
agency

By signatures below, we attest to the accuracy of the information contained in this document.

Attest: _____
signature

signature

name printed

name printed

date

date

EXHIBIT C

GENERAL CONDITIONS OF AGREEMENT

The Contractor agrees to the following general conditions:

- (1) The Contractor must provide reports of its activities as described in Section V, *Disbursement of Funds*, Paragraph 5.07, *Reporting Requirement*, of the Funding Agreement and as otherwise required by the Special Conditions of the Agreement on a format acceptable to the City. Disbursements may cease if reports are not submitted.
- (2) All of Contractor's procedures, records, and reports of programs and accounts shall be available for inspection by a duly authorized representative of the City. The materials shall be made available during regular business hours and not later than three (3) business days after request to do so. An independent audit of Contractor's financial records, paid for by Contractor, shall be furnished to the City upon request.
- (3) The Contractor agrees to on-site inspection of its facilities and/or programs by the City.
- (4) Improper use of funds provided by City may result in the termination of the Agreement, forfeiture of any outstanding monies to be provided by City, recovery of previous payments, recovery of bond payments, requirement for Contractor to provide an Employee Dishonesty Bond for future participation and/or disqualification of Contractor from future participation in grant programs offered or sponsored by or through City.
- (5) Programs, activities, employment opportunities, and other participatory events funded totally or partially by the City of Plano must be made available to all people regardless of race, color, religion, sex, age, national origin, disability, familial status, or political affiliation.
- (6) The Contractor and any person or organization it contracts with shall comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of Plano.
- (7) The Contractor shall comply with all Federal, State and Local conflict of interest laws, statutes, and regulations; these laws shall apply to all parties and beneficiaries under this Agreement as well as to all officers, employees, and agents of City.
- (8) None of the funds, materials, property, or services provided directly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of Plano, or any other political body.
- (9) The City shall have the right to review any and all of Contractor's agreements and contracts prior to execution by the Contractor. City further has the right to require the modification, addition, or deletion of such terms and conditions in Contractor's agreements or contracts as it deems necessary to protect the City's interests.
- (10) The Contractor must officially recognize its relationship with the City of Plano by incorporating an acknowledgment in all of its publications and electronic media such as "_____ is funded in part by the City of Plano" and by including a link on their website to www.planocvb.com, the Plano Convention and Visitors Bureau site.

EXHIBIT D

SPECIAL CONDITIONS

The Contractor agrees to the following special conditions:

Public safety for the event will be provided by the Plano Police personnel under the direction of the Plano Police Chief or the Police Chief's designee.

Expenses for City services, i.e., Police, Parks and Recreation, Fire, and Public Works Departments will be appropriated by the City in the amounts listed on the chart below. These expenses shall be considered a part of the grant by the City.

Department	
	\$
	\$
TOTAL	\$

The event shall not be charged by City departments for planning or administrative time performed during regular business hours.

The Contractor must show evidence of all incurred expenses for funds received under this Agreement.

Any surplus of City contributed funds following payment of all qualified expenses shall be remitted to the City of Plano.

Settlement of all qualified expenses and return of surplus funds to the City of Plano shall occur no later than sixty (60) days after the event end date.

The event shall be considered an officially sponsored event of the City of Plano, and as such follow and be subject to all regulations and guidelines of other City of Plano events.

Public Service booth space will be provided by the event to the City of Plano and its departments at no charge subject to space availability.

The event shall require all vendors to comply with applicable laws and regulations and publicly display all appropriate health, fire, sales tax, or other permits.

The event shall provide adequate handicapped parking or transportation.

The event will be responsible for application and completion of the Special Event Permit as prescribed by ordinance.

EXHIBIT E

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF _____ §

COUNTY OF _____ §

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

Notary Public, State of _____

EXHIBIT F

INSURANCE

Contractor shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Contractor, its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The Contractor shall maintain insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence" form CG 0001). Coverage will include: A) Premises - Operations, B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: They City, its officials, employees, volunteers, Boards and Commissions are to be added as "Additional Insureds" in respect to liability arising out of any activities performed by or on behalf of the Contractor. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Contractor's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Contractor's insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards the workers compensation policy.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poor's rating of A or better.

The Contractor shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

**AGREEMENT BETWEEN CITY OF PLANO
AND
(EVENT)**

TO PROVIDE IN-KIND CITY SERVICES

The **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as “City”), and ____ (organization) _____, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as “Contractor”), enter into this agreement for performance of the _____ (event) _____.

WHEREAS, the City Council finds that the provision of in-kind services, “City Services,” to Contractor for the production of _____ (event) _____, is in the best interest of the residents and the City of Plano; and

WHEREAS, the City Council finds that providing City Services for the purpose stated above is a valid public purpose; and

WHEREAS, the City Council determined that the City should provide City Services in the nature of public safety, parks and recreation, solid waste collection or others in a sum not to exceed \$ _____ for the purposes outlined in the attachment entitled “2012-2013 (Special Event Sponsorship/Urban-Town Center) Grant Application” (hereinafter referred to as “Application”); and

WHEREAS, Contractor has established itself as having the ability to perform such activities.

NOW, THEREFORE, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

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does not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants. Further, this agreement does not create a partnership or joint enterprise between City and Contractor.

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At its own expense, Contractor agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in Exhibit F. Additionally, this insurance must specifically cover any and all activities occurring on City property, including those activities of Contractor's employees, volunteers, vendors, contractors, or subcontractors. Contractor must provide proof of this insurance to the Contract Administrator no less than 120 days prior to the event. A properly executed Certificate of Insurance issued by Contractor's insurance agency is sufficient proof of insurance. Contractor must maintain a current copy of the certificate(s) and provide proof of its current insurance to City throughout the entire term of this Contract.

7.02 Indemnification.

THE CONTRACTOR 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 CONTRACTOR'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

CONTRACTOR, 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 CONTRACTOR 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 CONTRACTORS. 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.

CONTRACTOR 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 CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR 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 CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

**SECTION VIII
TERM**

8.01 The term of this Agreement is November 1, 2012 through **_(last day of month of event)_____**. At the expiration of this Agreement, the Contractor shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including the submission of a final written report to the City and any other requested written documentation verifying Contractor's compliance with the terms of this Agreement.

**SECTION IX
TERMINATION**

9.01 Each party shall have the right to an early termination of this Agreement by giving the other party written notice thirty (30) days before the desired early termination date. After a notice of early termination, Contractor may use City funds only for costs incurred before the notice of termination date.

9.02 In the event Contractor breaches any of the terms or conditions of this Agreement, whether in whole or part, the City may immediately terminate this Agreement by providing written notice to the Contractor, notwithstanding any other provision.

**SECTION X
MISCELLANEOUS**

10.01 Entire Agreement.

This Agreement and its attachments constitute the entire agreement between the parties. The parties may only modify, amend, or supplement this Agreement through a written instrument executed by both parties.

10.02 Authority

The undersigned represents and warrants that he or she is the duly authorized representative of the Contractor, and that the Board of Trustees (or equivalent) of the Contractor has approved and accepted this Agreement by Board resolution. Contractor at all times shall maintain a copy of the Board resolution for submission to City upon request.

This Agreement does not become or binding on the City of Plano until both the Contractor and the City Manager or his designee have executed it.

10.03 Successors and Assigns

This Contract is binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

10.04 Notice.

Any Notice, Reports or Documents required to be provided by this Agreement shall be in writing and delivered to the parties as follows:

City Contract Administrator
Karen Williams
Event Supervisor
City of Plano
P O Box 860358
Plano, TX 75086-0358
972-941-7250

Contractor

10.05 Paragraph Headings.

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

10.06 Interpretation of Contract.

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.

10.07 Venue.

The parties agree that the laws of the State of Texas govern this Agreement, and which is performable in Collin County, Texas. In the event of breach of this Agreement, venue for all causes of action shall exclusively lie in Collin County, Texas.

IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR SIGNATURES ON THIS THE _____ DAY OF _____, 20_____.

BY: _____

Name: _____

Title: _____

CITY OF PLANO, TEXAS

BY: _____

Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____,
20____ by _____, _____ of
_____, a non-profit corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____,
20____ by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a
home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

EXHIBIT A

CONTRACTOR'S APPLICATION

This exhibit represents only the Budget portion of the application.

The remainder of the application is attached hereto by reference and is on file in the Parks and Recreation Department and may be viewed by contacting that office during normal business hours.

EXHIBIT B



Special Event Grant

REVISED LINE ITEM BUDGET of APPROVED EXPENDITURES for 2012-13 Grant

Please complete the following by providing information based on your FY 2012-13 requested amount and awarded amount. Please attach a new copy of your complete budget for the year of your request after revisions.

ORGANIZATION: _____

DATE: _____

Expenses:

	REVISED Total Event Budget	Original Request City Cash	City Cash Awarded	Original Request City In-Kind	City In- Kind Awarded
Advertising & Promotion					
Contracted Services					
Insurance					
Rental Expenses					
Other					
City In-Kind Sponsorship (City Services*)					
Other In-Kind Sponsorships					
Grand Total					

* These will be calculated in accordance with Fair Labor Standards Act.

CERTIFICATE OF COMPLIANCE

CERTIFICATION: _____ and _____,

members of the Board of Directors of _____
agency

By signatures below, we attest to the accuracy of the information contained in this document.

Attest: _____
signature

signature

name printed

name printed

date

date

EXHIBIT C

GENERAL CONDITIONS OF AGREEMENT

The Contractor agrees to the following general conditions:

- (1) The Contractor must provide reports of its activities as described in Section V, *Disbursement of Funds*, Paragraph 5.01, *Reporting Requirement*, of the Funding Agreement and as otherwise required by the Special Conditions of the Agreement on a format acceptable to the City. Disbursements may cease if reports are not submitted.
- (2) All of Contractor's procedures, records, and reports of programs and accounts shall be available for inspection by a duly authorized representative of the City. The materials shall be made available during regular business hours and not later than three (3) business days after request to do so. An independent audit of Contractor's financial records, paid for by Contractor, shall be furnished to the City upon request.
- (3) The Contractor agrees to on-site inspection of its facilities and/or programs by the City.
- (4) Improper use of funds provided by City may result in the termination of the Agreement, forfeiture of any outstanding monies to be provided by City, recovery of previous payments, recovery of bond payments, requirement for Contractor to provide an Employee Dishonesty Bond for future participation and/or disqualification of Contractor from future participation in grant programs offered or sponsored by or through City.
- (5) Programs, activities, employment opportunities, and other participatory events funded totally or partially by the City of Plano must be made available to all people regardless of race, color, religion, sex, age, national origin, disability, familial status, or political affiliation.
- (6) The Contractor and any person or organization it contracts with shall comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of Plano.
- (7) The Contractor shall comply with all Federal, State and Local conflict of interest laws, statutes, and regulations; these laws shall apply to all parties and beneficiaries under this Agreement as well as to all officers, employees, and agents of City.
- (8) None of the funds, materials, property, or services provided directly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of Plano, or any other political body.
- (9) The City shall have the right to review any and all of Contractor's agreements and contracts prior to execution by the Contractor. City further has the right to require the modification, addition, or deletion of such terms and conditions in Contractor's agreements or contracts as it deems necessary to protect the City's interests.
- (10) The Contractor must officially recognize its relationship with the City of Plano by incorporating an acknowledgment in all of its publications and electronic media such as "_____ is funded in part by the City of Plano" and by including a link on their website to www.planocvb.com, the Plano Convention and Visitors Bureau site.

EXHIBIT D

SPECIAL CONDITIONS

The Contractor agrees to the following special conditions:

Public safety for the event will be provided by the Plano Police personnel under the direction of the Plano Police Chief or the Police Chief's designee.

Expenses for City services, i.e., Police, Parks and Recreation, Fire, and Public Works Departments will be appropriated by the City in the amounts listed on the chart below. These expenses shall be considered a part of the grant by the City.

Department	
	\$
	\$
TOTAL	\$

The event shall not be charged by City departments for planning or administrative time performed during regular business hours.

The Contractor must show evidence of all incurred expenses for funds received under this Agreement.

Any surplus of City contributed funds following payment of all qualified expenses shall be remitted to the City of Plano.

Settlement of all qualified expenses and return of surplus funds to the City of Plano shall occur no later than sixty (60) days after the event end date.

The event shall be considered an officially sponsored event of the City of Plano, and as such follow and be subject to all regulations and guidelines of other City of Plano events.

Public Service booth space will be provided by the event to the City of Plano and its departments at no charge subject to space availability.

The event shall require all vendors to comply with applicable laws and regulations and publicly display all appropriate health, fire, sales tax, or other permits.

The event shall provide adequate handicapped parking or transportation.

The event will be responsible for application and completion of the Special Event Permit as prescribed by ordinance.

EXHIBIT F

INSURANCE

Contractor shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Contractor, its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The Contractor shall maintain insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence" form CG 0001). Coverage will include: A) Premises - Operations, B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: They City, its officials, employees, volunteers, Boards and Commissions are to be added as "Additional Insureds" in respect to liability arising out of any activities performed by or on behalf of the Contractor. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Contractor's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Contractor's insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards the workers compensation policy.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poor's rating of A or better.

The Contractor shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		October 22, 2012		
Department:		Customer & Utility Services Department		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #): Tony Han 972-941-5128 Andrea Park 972-941-5113				
CAPTION				
An Ordinance of the City of Plano, Texas amending Section 18-32 of Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano, Texas and Section 21-131 of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, Texas to permit pro rata billing on residential and commercial accounts for utility service and providing a repealer clause, a savings clause, a severability clause, and an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	-380,870	0	-380,870
BALANCE	0	-380,870	0	-380,870
FUND(S): WATER & SEWER FUND, MUNICIPAL DRAINAGE FUND, SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND				
COMMENTS: This item has an estimated annual revenue decrease of \$380,870 (based on annual billing projections of \$137.1 million) to the current water and sewer, drainage, and solid waste collection fee projections. Prorating City Utility Services provides a more equitable method of billing. STRATEGIC PLAN GOAL: Periodic review and changes to the various City Utility Service Rates relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
In order for Customer & Utility Services Dept. to continue to provide great customer service, this Ordinance allows for pro-rating of utility bills based on customers actual usage/consumption. Pro-rata billing shall be consistent across all utilities (water, sewer, drainage, solid waste) and applicable to both commercial and residential customers. Total annual projected reduction in revenue from water, sewer, solid waste, and drainage collection fees is \$380,870.				
List of Supporting Documents: Memorandum, Ordinance			Other Departments, Boards, Commissions or Agencies	



Date: 10/1/2012 (last updated 11/22/2011)
 To: Mark Israelson – Director of Office of Policy and Government Relations
 From: Tony Han – Customer & Utility Services Manager
 Subject: CUS Pro-Rata Impact Study

Background:

A consistent complaint from many of our customers relates to pro-rata billings. Many in the utility industry already provide pro-rata billings. Some examples include telephone services (AT&T, Verizon, Sprint), basic utilities (Atmos, TXU Energy, Oncor), television services (Time Warner, AT&T, Verizon FiOS). In researching pro-rata billing, we also surveyed 27 municipalities in north Texas and found seven to have a full pro-rata process (water, sewer, drainage, solid waste). The remaining cities surveyed, including Plano, only pro-rate solid waste.

The City of Plano Customer & Utility Services Department currently bills customers through a minimum bill process. The minimum bills include charges for water, sewer (Winter Quarter Average), drainage, and solid waste. A typical minimum bill is \$76.30. The minimum bill covers 30 days of service regardless of total days of actual usage. For example, a customer is charged \$76.30 for 30 days of service or 3 days of service. Based on a survey from staff interactions with customers, approximately 5 out of 10 customers are not happy with minimum bills.

Data:

The CUS Department has evaluated the pro-rata billing process to measure impacts it may have on revenue. In reviewing the data for one quarter (Jul./Aug./Sept.) in 2011, we found the following statistics for accounts related to new services and termination of services:

Number of Accounts reviewed for 3 rd quarter 2011	Average Days of Service for quarter	Total Min. Bill Revenue Collected for quarter	Projected pro-rata revenue based on avg. days of svc.	Projected loss based on pro-rata for quarter	Projected loss based on pro-rata annually	Projected loss by % based on \$137Mil. annual rev.
New: 2562	24	\$357,782.19	\$318,721.69	\$39,060.49	\$156,241.97	0.001114%
Terminate: 2577	22	\$322,440.58	\$266,283.53	\$56,157.05	\$224,628.19	0.001639%
Totals:					\$380,870.16	0.002753%

Based on the pro-rata research noted above, the estimated loss is less than half of 1% of total annual water/sewer revenue; however, the dollar impact is approximately \$380,870.16.

A breakdown of the annual projected loss by category is shown below:

Service Category	Quarterly New Connect Projected Loss	Quarterly Terminate Projected Loss	Quarterly Projected Sub Totals	Annual Projected Loss
Drainage	\$2,066.39	\$2,616.13	\$4,682.51	\$18,730.06
Sewer	\$19,518.86	\$27,261.89	\$46,780.75	\$187,122.98
Water*	\$17,027.94	\$25,702.51	\$42,730.45	\$170,921.81
Solid Waste (R & R2)*	\$0.00	\$0.00	\$0.00	Zero loss - already pro-rated
Extra Cart (3rd cart)	\$274.72	\$567.98	\$842.70	\$3,370.80

* \$724.52 of projected annual loss by pro-rating downtown waste services and cooling tower services.

Recommendation:

The CUS Dept. would like to start the pro-rata process by January 1, 2013.

An Ordinance of the City of Plano, Texas amending Section 18-32 of Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano, Texas and Section 21-131 of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, Texas to permit pro rata billing on residential and commercial accounts for utility service and providing a repealer clause, a savings clause, a severability clause, and an effective date.

WHEREAS, the City Council passed Ordinance No. 2004-9-28 on September 27, 2004 which set forth utility billing and payment procedures, and Ordinance No. 2008-9-34 on September 22, 2008 which set forth residential solid waste collection charges; and

WHEREAS, staff recommends adding a provision to provide for pro rata billing for residential and commercial accounts for utility service in order to provide a more equitable method of billing; and

WHEREAS, the City Council of the City of Plano, after consideration of the recommendations of staff and all matters attendant and related thereto, is of the opinion that the recommended changes are necessary and in the best interest of the City of Plano and its citizens and should be approved and adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. Section 18-32, "Collection within city limits," of Chapter 18, Solid Waste, of the City of Plano Code of Ordinances is hereby amended to add subsection (c) to read as follows:

"Sec. 18-32 Collection within city limits.

(c) *Pro rata billing.* Customers who request to commence, transfer, or terminate any residential or commercial account for utility service within a billing cycle shall be billed based on a pro rata basis. The calculation method consists of taking the applicable service charge, dividing by a standard thirty (30) day service period and then multiplying by the number of days service was provided for the billing cycle."

Section II. Section 21-131, "Billing and payment," of Chapter 21, Utilities, of the City of Plano Code of Ordinances is hereby amended to add subsection (f) to read as follows:

"Sec. 21-131 Billing and payment.

(f) *Pro rata billing.* Customers who request to commence, transfer, or terminate any residential or commercial account for utility service within a billing cycle shall be billed based on a pro rata basis. The calculation method consists of taking the applicable service charge, dividing by a standard thirty (30) day service period and then multiplying by the number of days service was provided for the billing cycle."

Section III. All provisions of the Code of Ordinances of the City of Plano, codified or uncoded, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Plano, codified or uncoded, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section IV. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this ordinance.

Section V. It is the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

Section VI. This Ordinance shall become effective immediately upon its passage and publication as required by law and shall apply to the billing cycle occurring after January 1, 2013.

DULY PASSED AND APPROVED this the 22nd day of October, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		October 22, 2012		
Department:		Customer & Utility Services Department		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #):		Tony Han 972-941-5128 Andrea Park 972-941-5113		
CAPTION				
An Ordinance of the City of Plano, Texas, amending Section 21-131(e) and Section 21-154 of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to clarify requirements for when additional deposits and fees are assessed on customer accounts; providing a repealer clause, a severability clause, a savings clause, and an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	-48,040	0	-48,040
BALANCE	0	-48,040	0	-48,040
FUND(s): WATER & SEWER FUND				
COMMENTS: This item has an estimated annual revenue decrease of \$48,040 to the current water and sewer revenue projections and was not included in the 2012-13 Adopted Budget. STRATEGIC PLAN GOAL: Periodic review and changes to the various City Utility Ordinances relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The current languages in Section 21-131 and 21-154 need clarification for when additional deposits and fees are assessed. Based on the clarification of when the twenty (\$20.00) utility service fees are assessed, there will be a decrease in overall Water & Sewer revenues.				
List of Supporting Documents: Memorandum, Ordinance			Other Departments, Boards, Commissions or Agencies	



Date: 10/11/2012
To: Mark Israelson, Director of Office of Policy and Government Relations
From: Tony Han, Customer & Utility Services Manager
Subject: Ordinance change to clarify when additional deposits and fees are assessed

Background:

When customers fail to make payments on their delinquent accounts as required by Section 21-131 and utility service fees are assessed per Section 21-154 of the City of Plano Code of Ordinances, additional deposits and fees are taken to protect the City of Plano from loss and for the cost associated with handling delinquent accounts respectively. The current languages in Section 21-131 and 21-154 need clarification for when additional deposits and fees are assessed.

Data:

On a monthly basis, an average of 120 customers water services are terminated for non-payment. An additional deposit of ten dollars (\$10.00) is assessed on each account that is terminated to protect the City of Plano from loss. For customers that are terminated two (2) or more times within the last twelve (12) months, the deposit may be increased to an amount equal to the customer's average three (3) months bill. There is no impact on the Water & Sewer funds since deposits are returned to customer after twelve (12) months of good payment history.

For customers that have been terminated or are in delinquent status, a utility service fee of twenty (\$20.00) dollars is assessed as prescribed in Section 21-154 of the City of Plano Code of Ordinances. However, clarification for when the twenty (\$20.00) utility service fees are assessed will cause a decrease in overall Water & Sewer revenues.

The decrease is due to removing past practices of the City assessing utility service fees prior to actual termination of services or when customers are in delinquent status and when extensions are given to customers who promised to pay on a given date. For calendar year, 2011, there were 2,843 extensions given to customers and fees were assessed. 441 of those customers broke their promise to pay. The remainder 2,402 customers paid as promised and the utility service fee could have been waived. The change proposed for utility service fees will decrease overall annual Water & Sewer revenues by \$48,040.

Recommendation:

The Customer & Utility Services Dept. recommends these changes for all services rendered on or after November 1, 2012.

An Ordinance of the City of Plano, Texas, amending Section 21-131(e) and Section 21-154 of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to clarify requirements for when additional deposits and fees are assessed on customer accounts; providing a repealer clause, a severability clause, a savings clause, and an effective date.

WHEREAS, staff recommends amending certain sections of the ordinance to clarify when a deposit is required for customers who want to restore services after cancelling an account and to allow the assessment of a service fee when customers fail to make payment by the stated deadline after receiving an extension to pay; and

WHEREAS, the City Council of the City of Plano having reviewed and considered the proposed modifications contained herein is of the opinion that these amendments should be approved and adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. *Section 21-131(e), Billing and payment, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read as follows:*

“Sec. 21-131(e). Billing and payment.

(e) *Additional deposit required.* In the event service is terminated pursuant to subsection (d), an additional deposit is required before service is restored to ensure the city is protected from loss. The additional deposit will be ten dollars (\$10.00); however, if the customer’s service has been terminated two (2) or more times within the last twelve (12) months the deposit is increased to an amount equal to the customer’s average three (3) month bill.”

Section II. *Section 21-154(a), Utility Service Fee, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read as follows:*

“Sec. 21-154(a). Utility Service Fee.

(a) There is hereby established a utility service fee of twenty dollars (\$20.00) which shall be assessed for the following services:

1. Initial commencement of service;
2. Any request for transfer of service from one (1) name or address to another;
3. Costs associated with collection of delinquent accounts;
4. Reconnection of water service resulting from non-payment of bill;
5. Lock-up or removal of meters for unauthorized use of water;
6. Any other non-emergency service call made at the customer’s request;

7. Failure to make payment by the stated deadline after receiving an extension to pay.”

Section III. *Section 21-154, Utility Service Fee, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to add subsection (f) to read as follows:*

“Sec. 21-154. Utility Service Fee.

(f) A twenty-five (\$25.00) dollar fee will be assessed for any returned checks and bank drafts.”

Section IV. Any provision of any Ordinance of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance is hereby repealed, and all other provisions of the ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section V. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section VI. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any Ordinances at the time of passage of this Ordinance.

Section VII. This Ordinance shall become effective November 1, 2012 upon its passage.

DULY PASSED AND APPROVED this the 22nd day of October, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		October 22, 2012		
Department:		Customer & Utility Services Department		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #):		Tony Han 972-941-5128 Andrea Park 972-941-5113		
CAPTION				
An Ordinance of the City of Plano, Texas, amending specific sections of Ordinance No. 2010-9-5 codified as Section 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to increase the water rate schedules for residential and non-residential customers by ten percent (10%) for services rendered on or after November 1, 2012, and providing a repealer clause, a severability clause, a savings clause, and an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2012-13	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	66,166,883	0	66,166,883
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	66,166,883	0	66,166,883
FUND(S): WATER & SEWER FUND				
COMMENTS: Approval of this item will increase Water Revenues by an estimated \$5,611,160 for FY 2012-13. The water rate increase of 10% and a change to the consumption rate schedule is included in the FY 2012-13 Water & Sewer Budget.				
STRATEGIC PLAN GOAL: Changes to Water service rates relate to the City's Goal of "Financially Strong City with Service Excellence".				
SUMMARY OF ITEM				
It is the recommendation of the Customer & Utility Services Department that water rates as well as separately metered irrigation for both residential and non-residential customers should be increased by ten percent (10%) for all services rendered on or after November 1, 2012.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memorandum, Ordinance				



Date: 10/1/2012
To: Mark Israelson, Director of Office of Policy and Government Relations
From: Tony Han, Customer & Utility Services Manager
Subject: Water Rate Increase by 10%

On a letter dated September 28, 2012 the North Texas Municipal Water District informed the City of Plano that the proposed Member City Water Rate for Fiscal Year 2012-13 is expected to be \$1.70 per 1,000 gallons (a 14% increase over the current rate of \$1.49)

It is the recommendation of the Customer & Utility Services Department that water rates as well as separately metered irrigation for both residential and non-residential customers should be increased by ten percent (10%) for all services rendered on or after November 1, 2012.

It was determined by City Council at their September 10, 2012 meeting that sewer rates remain unchanged until further notice.

Approval of this item will increase Water Revenues by an estimated \$5,611,160 for Fiscal Year 2012-2013.

Proposed Water Rate Adjustments		
Minimum Charges	Current	10% Adjusted
3/4"	\$16.93	\$18.62
1" (Residential)	\$16.93	\$18.62
1" (Commercial)	\$38.24	\$42.06
1 1/2"	\$74.92	\$82.41
2"	\$118.24	\$130.06
3"	\$233.73	\$257.10
4"	\$363.78	\$400.16
6"	\$724.86	\$797.35
8"	\$1,158.16	\$1,273.98
10"	\$1,663.81	\$1,830.19
Consumption Charge per 1,000 gallons	Current	10% Adjusted
0 - 1,000 gallons	Included in Min. Charge	
1,001 - 5,000	\$0.39	\$0.43
5,001 - 20,000	\$2.01	\$2.21
All over 20,000*	\$4.02	\$4.42

* residential and separately metered irrigation

An Ordinance of the City of Plano, Texas, amending specific sections of Ordinance No. 2010-9-5 codified as Section 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to increase the water rate schedules for residential and non-residential customers by ten percent (10%) for services rendered on or after November 1, 2012, and providing a repealer clause, a severability clause, a savings clause, and an effective date.

WHEREAS, on September 13, 2010 the City Council of the City of Plano enacted Ordinance No. 2010-9-5 amending the fee schedules for water service provided in the City; and

WHEREAS, the City Council has been presented a report which indicates that the revenues currently recovered under the existing water rate schedules are insufficient to cover the costs of providing such services to the City; and

WHEREAS, upon consideration of the report and the recommendations contained therein, the City Council is of the opinion that the water rates for both residential and non-residential customers should be increased by ten percent (10%); and

WHEREAS, the City Council further finds and determines that the fee increase is necessary and in the best interest of the City and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. *Section 21-147, Water Charges, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:*

Sec. 21-147. Water charges.

Monthly water charges for all connections to the water distribution system shall be based upon the size of the water meter and the metered amounts and shall be as follows:

For Services Rendered on or after November 1, 2012:

- (1) All **residential**. (Includes but is not limited to single family homes, and separately metered multi-family units, patio homes, town homes, condominiums and all other residential dwellings.)

a. Minimum charge.

1.	3/4 inch.....	\$18.62
2.	1 inch.....	18.62
3.	1 1/2 inch.....	82.41
4.	2 inch.....	130.06

b. Consumption charges.

1.	First 1,000 gallons included in meter charge (minimum bill).	
2.	1,001 - 5,000 gallons (per 1,000 gallons).....	\$0.43
3.	5,001 – 20,000gallons (per 1,000 gallons).....	2.21
4.	All over 20,000 gallons (per 1,000 gallons).....	4.42

(2) All **non-residential**. (Includes, but is not limited to commercial, schools, churches, homeowners associations, mobile home parks, industrial, apartment complexes, cooling towers and any other non-residential use.)

a. Minimum charge.

1.	3/4 inch.....	\$18.62
2.	1 inch.....	42.06
3.	1 1/2 inch.....	82.41
4.	2 inch.....	130.06
5.	3 inch.....	257.10
6.	4 inch.....	400.16
7.	6 inch.....	797.35
8.	8 inch.....	1273.98
9.	10 inch.....	1830.19

b. Consumption charges.

1.	First 1,000 gallons included in meter charge (minimum bill).	
2.	1,001- 5,000 gallons (per 1,000 gallons).....	\$0.43
3.	All over 5,000 gallons (per 1,000 gallons).....	2.21

(3) **Separately metered irrigation use.**

a. Minimum charge.

1.	3/4 inch.....	\$18.62
2.	1 inch (Residential).....	18.62
2.	1 inch (Commercial).....	42.06
3.	1 1/2 inch.....	82.41
4.	2 inch.....	130.06
5.	3 inch.....	257.10
6.	4 inch.....	400.16

7.	6 inch.....	797.35
8.	8 inch.....	1273.98
9.	10 inch.....	1830.19

b. Consumption charges.

1.	First 1,000 gallons included in meter charge (minimum bill).	
2.	1,001- 5,000 gallons (per 1,000 gallons).....	\$0.43
3.	5,001 – 20,000 gallons (per 1,000 gallons).....	2.21
4.	All over 20,000 gallons (per 1,000 gallons).....	4.42

Section II. Any provision of any Ordinance of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance is hereby repealed, and all other provisions of the ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section III. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section IV. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any Ordinances at the time of passage of this Ordinance.

Section V. This Ordinance shall become effective November 1, 2012 upon its passage.

DULY PASSED AND APPROVED this the 22nd day of October, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		October 22, 2012		
Department:		Customer & Utility Services Department		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #): Tony Han 972-941-5128 Andrea Park 972-941-5113				
CAPTION				
An Ordinance of the City of Plano, Texas, amending Section 21-152(b)(1), of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to waive the required cash deposit of \$100 for customers who sign up for bank draft services with the City when establishing a new or transfer account on or after November 1, 2012; providing a repealer clause, a severability clause, a savings clause, and an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	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 financial impact to the current water and sewer revenue projections. Deposits are secured funds that are returned to customers after 12 months of good payment history, and are not considered part of the Water & Sewer Revenues. STRATEGIC PLAN GOAL: Periodic review and changes to the City Utility Ordinances relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The Customer & Utility Services Dept. recommends that all new residential customers (Including but not limited to single family homes, and separately metered multi-family units, patio homes, town homes, condominiums and all other residential dwellings) with commencement of services on or after November 1, 2012, qualify to have the required cash deposit waived when they sign up for a minimum of 12 consecutive months of bank draft services with the City of Plano.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memorandum, Ordinance				



Date: 10/11/2012
To: Mark Israelson, Director of Office of Policy and Government Relations
From: Tony Han, Customer & Utility Services Manager
Subject: Waiver of \$100 deposit for new customers signing up with bank draft services

Background:

A cash deposit of \$100 is required of each residential customer at the commencement of an account receiving water, sewer, storm drainage, or solid waste service in accordance with *Section 21-152, Deposits generally, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano*. The \$100 deposit may be waived for those new residential customers that sign up for bank draft with the City of Plano.

Data:

The Customer & Utility Services Department currently processes approximately 5,983 water/utility accounts using bank draft. On a monthly average, we process approximately 142 new water/utility accounts. Out of this total, a monthly average of 25 water/utility accounts sign up for bank draft. We expect that once we initiate the deposit waiver program, more customers will be willing to sign up for bank draft, which translates to increasing electronic payments to the City of Plano on a timely basis and reducing delinquent accounts.

Recommendation:

The Customer & Utility Services Dept. recommends that all new **residential** customers (Including but not limited to single family homes, and separately metered multi-family units, patio homes, town homes, condominiums and all other residential dwellings) with commencement of services on or after November 1, 2012, may qualify to have the required cash deposit waived when they sign up for a minimum of 12 consecutive months of bank draft with the City of Plano.

The bank draft authorizes the City of Plano to automatically draft their designated bank accounts to pay for their monthly water, sewer, storm drainage, and solid waste service bills. In the event a customer requests to discontinue bank draft before the end of the twelve months or if they have a returned bank draft due to insufficient funds or related reasons, they will be required to pay the \$100 deposit.

An Ordinance of the City of Plano, Texas, amending Section 21-152(b)(1), of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to waive the required cash deposit of \$100 for customers who sign up for bank draft services with the City when establishing a new or transfer account on or after November 1, 2012; providing a repealer clause, a severability clause, a savings clause, and an effective date.

WHEREAS, the City of Plano wants to encourage customers to use bank draft services to pay their utility bills as it reduces overall operating and administrative costs; and

WHEREAS, staff recommends amending the ordinance to allow the waiver of a required \$100 deposit fee for customers who establishes a new or transfer account on or after November 1, 2012 and elects to sign up for bank draft services with the City for twelve (12) consecutive months; and

WHEREAS, the City Council of the City of Plano, after review and consideration of these matters, has determined it is in the best interest of the City of Plano, Texas, to approve and adopt the proposed amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. *Section 21-152(b)(1), Deposits generally, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read as follows:*

“Sec. 21-152(b)(1). Deposits generally.

(1) Residential Customer. The deposit required for a residential customer, including single-family dwellings and multi-family dwellings when metered separately, shall be one hundred dollars (\$100) per unit pursuant to Section 21-131 above.

The above deposit requirement is waived for new residential customers who sign up for bank draft services for a minimum of twelve (12) consecutive months with the City. In the event a customer cancels bank draft services at any time during the twelve (12) month period, or if a bank draft is returned because of insufficient funds or related reasons, the deposit is reinstated on the customer’s account.”

Section II. Any provision of any Ordinance of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance is hereby repealed, and all other provisions of the ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section III. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section IV. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any Ordinances at the time of passage of this Ordinance.

Section V. This Ordinance shall become effective November 1, 2012 upon its passage.

DULY PASSED AND APPROVED this the 22nd day of October, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney



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:		10/22/12		
Department:		Planning		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): T. Stuckey, ext. 7156				
CAPTION				
<p>Consideration of an Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 19.7± acres of land out of the M.R. Foster Survey, Abstract No. 332, located on the south side of 14th Street, 350± feet east of Plano Parkway in the City of Plano, Collin County, Texas, from Planned Development-202-Research/Technology Center to Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicants: Dale R. and Melody K. Burton, Treasure Ann Langford, and Harold B. Warnick Jr.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	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 financial impact.				
STRATEGIC PLAN GOAL: Rezoning relates to the City's goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
On October 8, 2012, City Council approved Zoning Case 2012-25. The attached ordinance finalizes the Council's action on October 8, 2012.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Ordinance		Planning & Zoning Commission		
Maps				

Zoning Case 2012-25

An Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 19.7± acres of land out of the M.R. Foster Survey, Abstract No. 332, located on the south side of 14th Street, 350± feet east of Plano Parkway in the City of Plano, Collin County, Texas, from Planned Development-202-Research/Technology Center to Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, held on the 8th day of October, 2012, for the purpose of considering rezoning 19.7± acres of land out of the M.R. Foster Survey, Abstract No. 332, located on the south side of 14th Street, 350± feet east of Plano Parkway in the City of Plano, Collin County, Texas, from Planned Development-202-Research/Technology Center to Single-Family Residence-6; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 8th day of October, 2012; and

WHEREAS, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

IT IS, THEREFORE, ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 19.7± acres of land out of the M.R. Foster Survey, Abstract No. 332, located on the south side of 14th Street, 350± feet east of Plano Parkway in the City of Plano, Collin County, Texas, from Planned Development-202-Research/Technology Center to Single-Family Residence-6; said property being described in the legal description on Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

Section III. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section IV. The repeal of any ordinance or part of ordinances affectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section V. Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section VI. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or partial invalidity of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

Section VII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 22ND DAY OF OCTOBER, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2012-25

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the M.R. Foster Survey, Abstract No. 332, being all of Treasure Ann Langford's 6.18 acre tract of land as recorded under County Clerk No. 20100709000704850 of the Collin County Land records, being all of Melody and Dale Burton's 6.18 acre tract of land as recorded under County Clerk No. 20100709000704840 of the Collin County Land records, all of Dale Burton's 4.09 acre tract of land being the remainder of the 5.00 acre tract as recorded in Volume 986, Page 299 (less right-of-way for F.M. Highway 544) of the Collin County Land Records, and all of Harold Warnick's 1.00 acre tract of land as recorded in Volume 1128, Page 850 of the Collin County Land Records, and being part of the right-of-way of F.M. Highway 544, with said premises being more particularly described as follows:

BEGINNING at a Roome capped 1/2-inch iron rod set in the south right-of-way line of F.M. Highway 544 marking the northwest corner of Langford's 6.18 acre tract, being in the east line of a City of Plano 6.032 acre tract as recorded under County Clerk No. 95-0010722 of the Collin County Land Records, being in the south line of a City of Plano 1.87 acre right-of-way parcel as recorded under County Clerk No. 95-0086879 of the Collin County Land records and marking the most northerly northwest corner of the herein described premises;

THENCE North, 00° 43' 03" East, 76.50 feet into F.M. Highway 544 to a point for corner;

THENCE, along the approximate centerline thereof, the following courses:

Around a non-tangent curve to the right, with a radius of 1,290.50 feet, a central angle of 07° 25' 47" , an arc length of 167.34 feet, whose long chord bears North, 85° 10' 23" East, 167.23 feet, to a point;

And North, 88° 53' 17" East, 834.01 feet to a point;

THENCE South, 00 19' 14" West, 90.39 feet departing said centerline, to an "X" cut in concrete marking the northeast corner of said 4.09 acre tract;

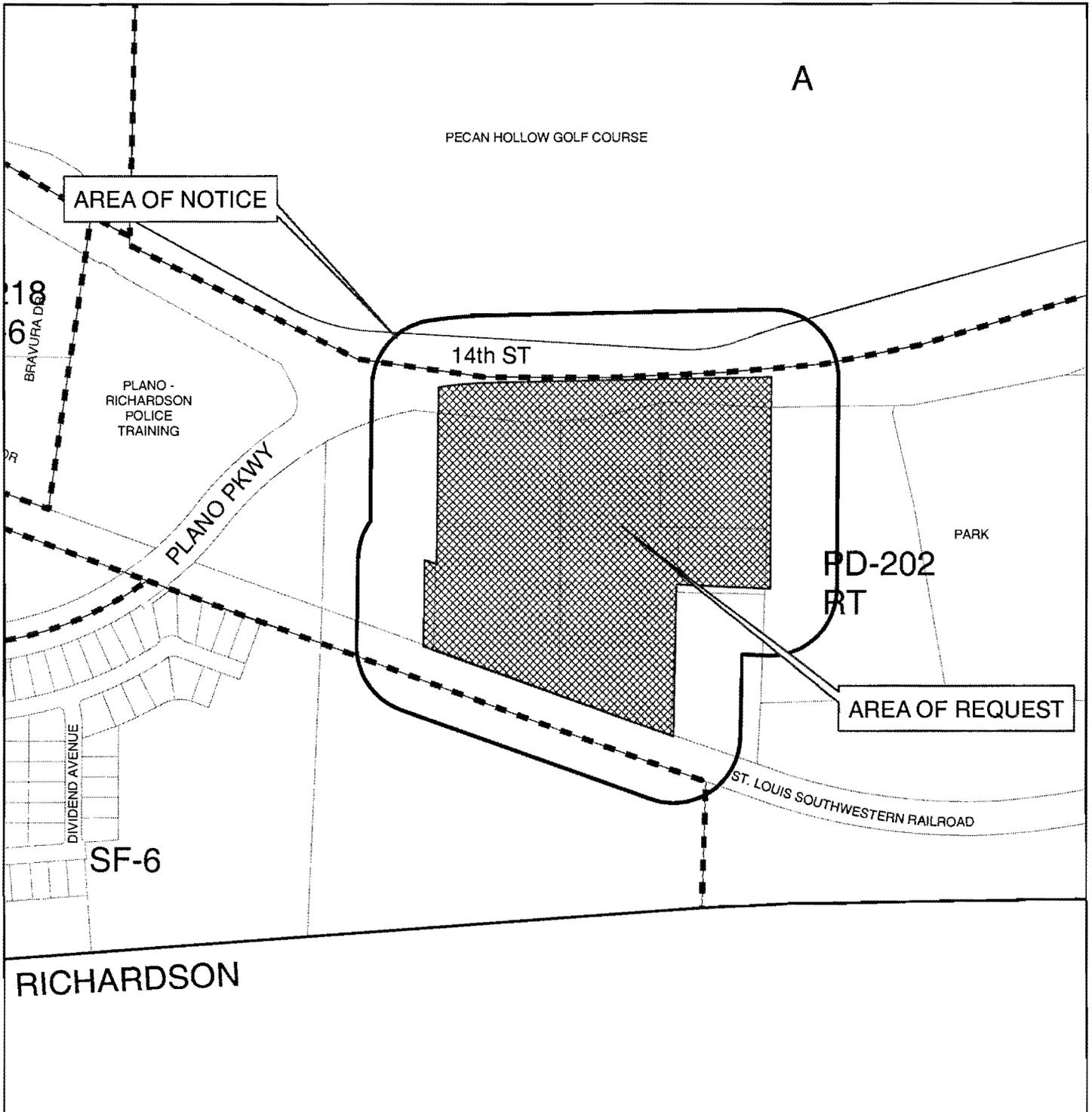
THENCE with the east line of said 4.09 acre tract and Warnick's 1.00 acre tract, South 00° 19' 14" West, 540.76 feet to a Roome capped iron rod set marking the southeast corner of said 1.00 acre tract and the northeast corner of Rushing's 3.1978 acre tract as recorded under County Clerk No. 20061221001794340 of the Collin County Lane Records;

THENCE with the south line of said 1.00 acre tract and the north line of said 3.1978 acre tract, North, 87° 27' 36" West, 280.46 feet to a Roome capped iron rod set marking the southwest corner of said 1.00 acre tract, the northwest corner of said 3.1978 acre tract and being in the east line of Burton's 6.18 acre tract;

THENCE with the west line of said 3.1978 acre tract and the east line of Burton's 6.18 acre tract, South, $01^{\circ} 12' 10''$ West, 454.01 feet to a 5/8-inch iron rod found marking the southwest corner of said 3.1978 acre tract, the southeast corner of Burton's 6.18 acre tract, the most southerly southeast corner of the herein described premises and being in the northeast right-of-way line of a Dallas Area Rapid Transit Railway;

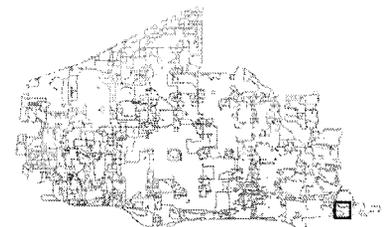
THENCE with the northeast right-of-way line of a said Dallas Area Rapid Transit Railway, and the southwest line of said Burton 6.18 acre tract and Langford 6.18 acre tract, North, $70^{\circ} 22' 28''$ West, 799.75 feet to a point marking the southwest corner of Langford's 6.18 acre tract, the southeast corner of the aforementioned City of Plano 6.032 acre tract, and the most southerly southwest corner of the herein described premises;

THENCE with the west line of Langford's 6.18 acre tract, the east line of City of Plano's 6.032 acre tract and the west line of said premises as follows: North, $00^{\circ} 59' 34''$ East, 259.11 feet to a point for corner; South, $70^{\circ} 12' 54''$ East, 37.14 feet to a Roome capped iron rod and North, $00^{\circ} 43' 03''$ East, 450.80 feet to the POINT OF BEGINNING and CONTAINING 19.663 acres of land.



Zoning Case #: 2012-25

Existing Zoning: PLANNED DEVELOPMENT-202-
RESEARCH/TECHNOLOGY CENTER



○ 200' Notification Buffer



**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:		10/22/12		
Department:		Budget		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Carla Rude x7407				
CAPTION				
An Ordinance of the City of Plano, Texas, approving the carrying-forward of certain fiscal year 2011-12 funds to fiscal year 2012-13; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	1,598,304	0	1,598,304
BALANCE	0	1,598,304	0	1,598,304
FUND(S): GENERAL FUND, WATER & SEWER FUND, CONVENTION & TOURISM FUND, SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND, MUNICIPAL DRAINAGE FUND.				
COMMENTS: Funds are available from the FY 2011-12 approved budget in the listed funds as carry-forwards into FY 2012-13 for the completion of various projects and other purchases. STRATEGIC PLAN GOAL: Carrying-forward of available funds for the completion of projects relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The Ordinance approves the FY 2011-12 Carry-Forward List to FY 2012-13 and sets the level of transfers for the various funds, as reviewed by the City Council.				
List of Supporting Documents: 2011-12 Carry-Forward Request Log			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas, approving the carrying-forward of certain fiscal year 2011-12 funds to fiscal year 2012-13; and providing an effective date.

WHEREAS, on September 10, 2012, the City Council approved the Budget for fiscal year 2012-13 by passing Ordinance 2012-9-8; and

WHEREAS, State law provides that cities have the authority to carry-forward funds from the previous fiscal year to the current fiscal year; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that it is in the best interest of the City and its citizens to carry-forward remaining funds from fiscal year 2011-12 to fiscal year 2012-13.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. Subject to the applicable provisions of State law and the City Charter, the City Council hereby approves carrying-forward the funds listed below from the fiscal year 2011-12 Budget to the fiscal year 2012-13 Budget:

A.	General Fund	\$1,279,930
B.	Water & Sewer Fund	\$56,937
C.	Sustainability & Environmental Services Fund	\$210,500
D.	Convention & Tourism Fund	\$50,000
E.	Municipal Drainage Fund	\$937

Section II. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 22nd day of October, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**CARRY FORWARD REQUESTS
2011-12 FUNDS TO 2012-13**

Cost Center	Department Name	Description	Total Amount Requested	Reason	Object Codes: From	To	Approval Amount
BUDGETED PROJECTS/ITEMS							
112	City Manager	Upgrades to Conference Room; Professional services and other Miscellaneous costs related to training retreats and workshops	\$ 25,000	Continue Audio Visual technology upgrades to the City Manager's Conference room, including hardware, software, wiring, cabling, installation. Costs related to training retreats and workshops.	112.6312	112.6312	\$ 25,000
512	Community Outreach	Food	\$ 4,000	Cost of food served at community outreach projects: Branding, Vision and HOA outreach	512.6204	512.6204	\$ 4,000
		Professional Services	\$ 12,000	Professional contracts related to community outreach projects	512.6319	512.6319	\$ 12,000
		Room rentals	\$ 2,000	Room rental fees associated with Community Outreach Projects, including Plano Centre and other locations	512.6346	512.6346	\$ 2,000
215	Non-Departmental	Plano International Festival and Feastival	\$ 10,350	Special Event Grants that take place in October	215.6499	215.6499	\$ 10,350
215	Non-Departmental	Retirement Pay-outs	\$ 500,000	Funding available from retirements re-estimate FY 11-12	215.6199	215.6199	\$ 500,000
321	Records Management	Purchase Microfilming Equipment	\$ 10,000	Funds are available in the postage account to cover the purchase of additional microfilm equipment	321.6202	321.8452	\$ 10,000
		Travel & Professional Development	\$ 1,000	Funds required to attend training for Open Records Act	321.6307	321.6307	\$ 1,000
		Training	\$ 1,000	Funds required to attend training and an Archivist conference in Dallas in October 2012	321.6309	321.6309	\$ 1,000
381	Human Resources	Printer and Scanner	\$ 10,000	A decision has not been reached on the replacement printer for the employee ID badge system or the replacement scanner for Civil Service testing	381.6203 - \$5,000 381.6208 - \$5,000	381.6203 - \$5,000 381.6208 - \$5,000	\$ 10,000
		Time Keeping System	\$ 15,000	Time Keeping System pilot program to enhance capabilities to keep better track of time worked for employees in HR and Parks departments	381.6441	381.8416	\$ 15,000
352	Facilities Maintenance	Natural Gas and Electric Utilities for City Buildings	\$ 200,000	Mild winter and summer created less demand for heating and cooling in City Buildings. Requesting funds to cover possible utility account shortages in FY 12-13.	352.6332 - \$50,000 352.6331 - \$150,000	352.6332 - \$50,000 352.6331 - \$150,000	\$ 200,000

**CARRY FORWARD REQUESTS
2011-12 FUNDS TO 2012-13**

Cost Center	Department Name	Description	Total Amount Requested	Reason	Object Codes:		Approval Amount
					From	To	
532	Police	Wearing Apparel for Police Officers	\$ 87,720	Testing the wearing ability and utility of new, lighter summer weight uniforms was not completed by year end, funds will be required to purchase new summer uniforms for officers during FY 12-13.	532.6205 - \$37,720 532.6251 - \$50,000	532.6205	\$ 87,720
		Computer hardware for Detectives and Command Van	\$ 11,150	Equipment ordered through Technology Services, has not been installed or charged to department due to imaging problem	532.6252	532.6252	\$ 11,150
		Internet Connectivity at Training Center	\$ 17,475	High Speed Internet connectivity at the Plano-Richardson Police Training Center has not been available, installation and upgrade in process for early 2012-13	532.6312	532.6312	\$ 17,475
		Life -size Police Officer and Child Statue	\$ 49,992	Original artwork, statue to be purchased and installed at the front entrance to Police Headquarters for beautification of entryway, coordinated with the recently installed landscaping	532.6208 - \$12,642 532.6217 - \$37,350	532.8416	\$ 49,992
534	Public Safety & Communications	Maintenance contract for upgraded CAD system	\$ 11,500	Upgraded CAD system going to City Council for approval, will need maintenance funds in 2012-13	534.6313	534.6313	\$ 11,500
619 623	Property Standards / Rental Registrations & Inspections	Contracts-Professional Services	\$ 25,853	To pay for outstanding Contracted Services for various property abatements as well as for public nuisance abatements costs expected to increase in FY 2012-13.	619.6312 - \$15,352 619.6319 - \$3,756 619.6301 - \$1,271 623.6312 - \$5,474	619.6312 - \$15,352 619.6319 - \$5,027 623.6312 - \$5,474	\$ 25,853
622	Planning	KPB Grant funds for Love Where You Live program	\$ 5,000	Project sites were only recently reviewed and final selections were made, requesting grant funds carry forward to 12-13 for project	622.6312	622.6312	\$ 5,000
		Contracts-Professional Services	\$ 10,919	To complete Final Stage of consulting work on Zoning Ordinance with Duncan Associates.	622.6312	622.6312	\$ 10,919
634	Park Field Services	Overtime	\$ 3,500	Extreme Dry Climate conditions of FY 2010-11 and 2011-12 will require add'l drought damage recovery OT in FY 2012-13.	634.6111	634.6111	\$ 3,500

**CARRY FORWARD REQUESTS
2011-12 FUNDS TO 2012-13**

Cost Center	Department Name	Description	Total Amount Requested	Reason	Object Codes:		Approval Amount
					From	To	
		Training	\$ 4,000	Training courses for backflow and irrigation have not been local, delayed training, tentatively scheduled for FY 2012-13.	634.6309	634.6309	\$ 4,000
		Contracts-Professional Services	\$ 25,000	Extreme Dry conditions of FY 2010-11 and 2011-12 required additional funding in FY 2012-13 for removal of dead plant materials and repairs to median irrigation systems caused by shifting and contracting soils.	634.6312	634.6312	\$ 25,000
638	Parks Technology Services	Hike & Bike Trail Maps	\$ 1,400	To finish the printing of updated Bike & Trail Maps	638.6301	638.6301	\$ 1,400
		Advertising/marketing	\$ 8,600	For Marketing campaigns and to cover the advertising of a major award that may be received	638.6306	638.6306	\$ 8,600
		Credit Card/PCI compliant issue	\$ 5,600	To become compliant with the credit card industry	638.6312	638.6312	\$ 5,600
647	Sports Turf Maintenance Services	Chemical Supplies for weed control	\$ 40,000	Additional funding needed for FY 12-13 to maintain existing levels of fertilization and chemical applications (the existing purchasing contract expires)	647.6212	647.6212	\$ 40,000
		Contracted services for aerification of athletic fields	\$ 125,000	Aerification of Fields was delayed in FY 211-12 due to dry conditions and water restrictions, funds required to recover athletic field playing surfaces from stressed conditions (if water is available).	647.6312	647.6312	\$ 125,000
		Irrigation Supply parts and repairs for supplemental watering systems at athletic-orientated park sites	\$ 15,000	As the existing irrigation systems age, it is difficult to predict the amount of repair supplies that will be required for irrigation repairs at park sites.	647.6229	647.6229	\$ 15,000
648	Ground Maintenance Services District #2	Water Utilities/Landscape Maintenance at Legacy Assoc.	\$ 26,000	Annual fee. Invoice for landscaping maintenance/water at Legacy location for contract period from Hewlett Packard (EDS) has not been received by the City.	648.6333	648.6333	\$ 26,000
651	Recreation Administration	Staff Shirts	\$ 3,997	Contract process for employee shirt purchases was not completed by year end.	651.6205	651.6205	\$ 3,997
711	Public Works Administration	Training laptop	\$ 937	Laptop required for new City e-learning program	711.6208	711.6252	\$ 937
721	Engineering	Evaluate Street Conditions	\$ 10,000	Funds required to contract with the City of Dallas for special street equipment to more efficiently evaluate street conditions and identify repairs	721.6312	721.0631	\$ 10,000

**CARRY FORWARD REQUESTS
2011-12 FUNDS TO 2012-13**

Cost Center	Department Name	Description	Total Amount Requested	Reason	Object Codes: From	To	Approval Amount
744	Signs & Markings Shop	Training laptop	\$ 937	Laptop required for new City e-learning program	744.6208	744.6252	\$ 937
01	Subtotal General Fund		\$1,279,930				\$1,279,930
421	Customer & Utility Services	Utility payment Kiosk project cancelled, re-install night drop box	\$ 40,000	Project will not be completed by Sept. 30	421.8452	421.8452	\$ 40,000
723	Utility Engineering	2011 Water Quality Study	\$ 16,000	Funds required for professional services related to the 2011 Water Quality Study	723.6312	723.6312	\$ 16,000
765	Meter Services	Training laptop	\$ 937	Laptop required for new City e-learning program	765.6208	765.6252	\$ 937
41	Subtotal Water & Sewer		\$ 56,937				\$ 56,937
714	Compost Operations & Marketing	Upgrade existing Skid Loader to a Compact Wheel Loader	\$ 60,000	Capital purchases were delayed until Regional Composting Evaluation was completed	714.8421	714.8421	\$ 60,000
		Upgrade F450 Dump Truck to 6-8 yard capacity	\$ 43,000	Capital purchases were delayed until Regional Composting Evaluation was completed	714.8421 - \$25,000 748.8421 - \$18,000	714.8421	\$ 43,000
		Upgrade Supervisor pick-up truck to a 4-Wheel Drive	\$ 2,500	Capital purchases were delayed until Regional Composting Evaluation was completed	748.8421	714.8421	\$ 2,500
748	Environmental Waste Services Division	Truck Panel Frames & Inserts (Advertising) and Postcards	\$ 26,500	Projects were delayed until Educational Campaign design was chosen	748.6301	748.6301	\$ 26,500
		Movie Theatre Advertising segments	\$ 11,300	Projects were delayed until Educational Campaign design was chosen	748.6306	748.6306	\$ 11,300
		Parkway Training Room AV system improvements	\$ 24,700	Project was approved during the re-estimate process and has been delayed until RFP was issued	748.6314	748.6314	\$ 24,700
751	Special Waste	New Litter Cage pick-up truck	\$ 37,500	Capital purchases were delayed until Sept 26th City Council Meeting	751.8421	751.8421	\$ 37,500
		Upgrade to existing pick-up truck	\$ 5,000	Capital purchases were delayed until Sept 26th City Council Meeting	748.8421	751.8421	\$ 5,000
45	Subtotal Sustainability & Environmental Services		\$ 210,500				\$ 210,500
126	Convention & Visitors Bureau	Visitor's Brochure	\$ 50,000	Bid Process delayed project publication	125.6301	125.6301	\$ 50,000

**CARRY FORWARD REQUESTS
2011-12 FUNDS TO 2012-13**

Cost Center	Department Name	Description	Total Amount Requested	Reason	Object Codes: From	To	Approval Amount
46	Convention & Tourism		\$ 50,000				\$ 50,000
471	Drainage Operations	Training laptop	\$ 937	Laptop required for new City e-learning program	471.6208	471.6252	\$ 937
47	Subtotal Municipal Drainage Fund		\$ 937				\$ 937
GRAND TOTAL CARRY FORWARDS REQUESTED			\$ 1,598,304	GRAND TOTAL CARRY FORWARDS APPROVED			\$ 1,598,304



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/22/2012		
Department:		City Secretary		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): Sharon Kotwitz X7120				
CAPTION				
An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 101 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-2013	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): NA				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Adoption of the Quarterly Code Supplement relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Adoption of this ordinance enables this supplement to be admissible in court.				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 101 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.

WHEREAS, the City Council of the City of Plano, Texas adopted a new Code of Ordinances upon adoption of Ordinance No. 87-3-14, on March 9, 1987; and

WHEREAS, Sections V and VI of Ordinance No. 87-3-14 provide for amendment to said Code of Ordinances; and

WHEREAS, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 101; and

WHEREAS, the City Council wishes to adopt the ordinance codification version appearing in Supplement Number 101 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The City Council hereby adopts the printed Code form of the ordinances contained in Supplement Number 101 as prepared by the codifier.

Section II. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 22nd day of October, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

DATE: October 2, 2012
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of October 1, 2012

**AGENDA ITEM NO. 8A - PUBLIC HEARING
ZONING CASE 2012-28
APPLICANT: GREEN EXTREME HOMES CDC**

Request to rezone 1.5± acres from Planned Development-123-Corridor Commercial to Planned Development-Downtown Business/Government located at the southwest corner of 14th Street and G Avenue. Zoned Planned Development-123-Corridor Commercial.

APPROVED: 8-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 1 **OPPOSE:** 1

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

PETITION(S) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for approval subject to the City Council finding that the establishment of a planned development district is required to implement the Comprehensive Plan and Downtown Plano study, and as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the existing BG zoning district unless otherwise specified herein.

General Provisions of the Planned Development

1. Three and four story multifamily uses shall be exempt from the minimum 200 foot setback requirement from single-family and two-family residential zoning districts
2. Multifamily uses shall be exempt from Subsection 3.104 (Multifamily Residence).

FOR CITY COUNCIL MEETING OF: October 22, 2012 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BM/sf

xc: Steve C Brown

CITY OF PLANO
PLANNING & ZONING COMMISSION

October 1, 2012

Agenda Item No. 8A

Public Hearing: Zoning Case 2012-28

Applicant: Green Extreme Homes CDC

DESCRIPTION:

Request to rezone 1.5± acres from Planned Development-123-Corridor Commercial to Planned Development-Downtown Business/Government located on the southwest corner of 14th Street and G Avenue. Zoned Planned Development-123-Corridor Commercial.

REMARKS:

The applicant is requesting to rezone 1.5± acres from Planned Development-123-Corridor Commercial (PD-123-CC) to Planned Development-Downtown Business/Government (PD-BG) located on the southwest corner of 14th Street and G Avenue. The property was previously developed by Plano Housing Authority and used for residential housing; the units are now vacant and being demolished. The applicant proposes to redevelop the property with new multifamily units.

The current zoning is PD-123-CC. A planned development district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions. The CC district is intended to provide for retail, service, office, and limited manufacturing uses within major regional transportation corridors. The regulations and standards of this district are reflective of the high traffic volumes and high visibility of these regional highways. PD-123-CC was created to allow independent living facility (retirement housing) as an additional use, as well as establish reduced front yard building setbacks and minimum setbacks from residential districts and uses.

The requested zoning is PD-BG. The BG district is intended to serve as a pedestrian-oriented center for retail, office, governmental, cultural, entertainment, and residential uses. It is designed to ensure that development, redevelopment, and renovation within the district are consistent with the historical character of Plano's original business district and the surrounding area. The standards of this district apply to specific characteristics of Plano's downtown area and are not appropriate for other locations and districts.

Surrounding Land Use and Zoning

The properties to the north, across 14th Street, are single-family attached residences (townhouses) and multifamily residences zoned BG. The properties to the east, across G Avenue, are general offices and retail uses zoned BG. To the west, across F Avenue, is a vacant tract of land and general office building zoned CC. Properties to the south are zoned CC with single-family residences and vacant tracts of land.

Proposed Planned Development Stipulations

The requested zoning is PD-BG. The requested BG base zoning district is an extension of the existing zoning district to the north and east of this subject property. The purpose for the PD is to exempt the proposed multifamily development from Subsection 3.104 (Multifamily Residence) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) regulations regarding multifamily residence setbacks. Additionally, the planned development district proposes to modify the minimum height/setback requirements within the BG zoning district from nearby single-family and two-family residential districts.

Subsection 3.104 (Multifamily Residence) requires building setbacks and minimum separations between apartment buildings that conflict with the intent of the BG zoning district. As noted above, the BG district is intended to serve as a pedestrian-oriented center for retail, office, governmental, cultural, entertainment, and residential uses. The required setbacks and minimum separations in Subsection 3.104 (Multifamily Residence) do not promote pedestrian-oriented and compact development that are anticipated for developments in the BG zoning district.

In addition, Subsection 2.821 (Downtown Business/Government) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) requires a minimum 200 foot setback from single-family and two-family residential zoning districts for three or four story buildings unless separated by a Type E or larger thoroughfare and/or a railroad or transit right-of-way. The distance to the nearest General Residential (GR) zoning district to the southeast of this property is 39 feet. However, the closest residential property is 193 feet from the proposed multifamily development due to the 13/14th Street Connector curvature and the wider right-of-way. The applicant is proposing three-story multifamily buildings and the property is less than 200 feet from the GR zoning district to the south and southeast of the proposed multifamily units. The setback requirement in this case is an impediment to the redevelopment of this subject property. The proposed redevelopment also gives the city an opportunity to revitalize a currently vacant property that is also underutilized given its location within an urban center area. The proposed zoning district is an extension of the existing zoning district to the immediate north and east of the subject property. Therefore, staff supports the applicant's request to extend the BG zoning district to this subject property and the creation of a PD to exempt the proposed development from setback requirements since it provides for contiguous zoning and allows for redevelopment of the property consistent with the city's Comprehensive Plan.

The Planned Development proposal is as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the existing BG zoning district unless otherwise specified herein.

General Provisions of the Planned Development

1. Three and four story multifamily uses shall be exempt from the minimum 200 foot setback requirement from single-family and two-family residential zoning districts.
2. Multifamily uses shall be exempt from Subsection 3.104 (Multifamily Residence).

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Freeway Commercial (FC). The FC classification is intended to define the unique character of the U.S. Highway 75 corridor. This corridor includes major retail development including Collin Creek Mall, along with general commercial, entertainment, lodging, and office uses. Basic components of the category include 1:1 floor area ratios and a 20 story maximum height limit. Lower floor area ratios and maximum heights are recommended for areas located within 500 feet of residential areas. The proposed residential use is not in conformance with the Future Land Use Plan.

Housing Element - The Housing Element encourages the conversion of excess nonresidential zoned properties to residential use. This rezoning request proposes to rezone and redevelop a previous residential development that has since been abandoned. The proposed project provides an opportunity to create new housing opportunities that provide affordable housing for moderate and low income residents while complementing and supporting existing residential developments to the north and southeast of the subject property. Additionally, the property does not have frontage on the U.S Highway 75 frontage road which is typically desired by nonresidential uses.

The proposed request further meets the City in Transition objectives of the Housing Element as follows:

- The rezoning request to a district which allows residential uses expands Plano's housing stock even as the availability of land decreases on property that is zoned for nonresidential uses that may not develop for that purpose;
- The proposed project will create new housing opportunities that complement and support existing residential development to the north, as well as to the southeast within the Douglass Community; and
- The proposed development will provide affordable housing opportunities for moderate and low income residents

Infill Housing Policy Statement - The Infill Housing Policy Statement provides criteria framework for evaluating infill housing proposals. The proposed rezoning request satisfies the following Infill Housing policy criteria.

1. Adjacent or in close proximity to existing residential development - The proposed residential development is adjacent to existing residential development to the north across 14th Street and in proximity to existing residential development to the southeast; therefore, the development would be able to take advantage of the existing amenities in the area.
2. Site and configuration to support housing - The site is large enough to support the proposed infill housing development to help make the residential project viable. The site is 1.5± acres and generally free of factors that could make development difficult, such as steep grades.
3. Access to existing utilities - Water and sanitary sewer services are available to serve the subject property.

Rezoning Property to Meet Demand Policy Statement - The Rezoning Property to Meet Demand Policy Statement recognizes that Plano has an imbalance between residential and nonresidential zoning. The fact that this subject property has not redeveloped with nonresidential uses despite being zoned Corridor Commercial, indicates the need for properties such as this to be rezoned to a zoning district that allows for residential uses as proposed.

Additionally, the Rezoning Property to Meet Demand Policy Statement provides a criteria framework for evaluating requests. The proposed request satisfies the Rezoning Property to Meet Demand Policy Statement criteria framework as follows:

- The area to be rezoned is an extension of an existing residential neighborhood to the north and is not separated from the neighborhood by a of Type C or larger thoroughfare.
- The proposed rezoning site is physically appropriate in terms of size, dimensions, and shape for residential uses; it is a redevelopment of a former residential development.
- The area is not affected by adverse environmental conditions such as noise, light, fumes, or related nuisances.
- The subject property would not jeopardize the land areas considered prime for future economic expansion due to its location. This property does not have frontage on the U.S. Highway 75 frontage road which is typically desired by nonresidential uses. Additionally, the rezoning of this property would not result in shortage of land required for neighborhood retail or service uses.
- The rezoning would not result in residual tracts that are inconsistent with the Comprehensive Plan since it is a redevelopment of a former residential development and an extension of existing residential areas to the southeast and north.
- The rezoning is clearly consistent with the intent of reducing the overall impact of zoning imbalance on the city's Land Use System.
- The rezoning would not negatively impact existing public service facilities such as schools, parks, and streets.

Size of Planned Development District

The Zoning Ordinance prohibits the establishment of a PD on less than five acres unless a specific finding is made by the City Council that the establishment of the district is required to implement the Comprehensive Plan or related study. The subject property is less than five acres; however, the proposed zoning fulfills and promotes several policy statements of the Comprehensive Plan such as the Housing Element, Infill Housing, and Rezoning Property to Meet Demand as noted above. The proposal accommodates the redevelopment of an underutilized property and further promotes the transit-oriented village concept of the BG area.

The request is consistent with the Downtown Plano Transit Village study adopted in 1999 to establish a vision and strategy for creating a transit village for the BG area. The proposed zoning request gives the city the opportunity to redevelop the subject property in a manner that fosters increased transit ridership and provides for a residential population to further strengthen the market for downtown retail service which is consistent with the study's recommendations. Furthermore, the property falls within half a mile of a Dallas Area Rapid Transit stop; an area targeted to have increased amount of housing to generate demand for retail use and nighttime activity in the downtown area as recommended by the study.

With the redevelopment of properties in and around the downtown area, PD requests for sites less than five acres will increase in order to allow for reasonable development of smaller properties. In this particular case, the exemption from the minimum 200 foot setback requirement from single-family and two-family residential zoning districts gives the city an opportunity to revitalize a currently vacant and underutilized property; while the exemption from multifamily use supplementary regulations allow the development of pedestrian-oriented and compact development that are anticipated in the BG zoning district.

Adequacy of Public Facilities - Water and sanitary sewer services are available to serve the subject property.

School Capacity - The proposed development is located in the Plano Independent School District (PISD). This location is served by Mendenhall Elementary School, Otto Middle School, Williams High School, and Plano East Senior High. PISD has determined that these schools would be able to accommodate students from the proposed development.

Public Safety Response Time - The proposed development would be within fire emergency response times of 6 minutes, 59 seconds.

Access to and Availability of Amenities and Services - This area is served by Haggard Park and a trail is also planned along 15th Street from G Avenue to the Chisholm Trail on the west side US Highway 75. The trail will serve this development when it is complete. The development will also be served by the Douglass Community Center.

The proposed rezoning area is located within the Harrington Library's service area, and service to the residents of this new development would be possible with the current library resources.

SUMMARY:

The applicant is requesting to rezone 1.5± acres located on the southwest corner of 14th Street and G Avenue **from** PD-123-CC **to** PD-BG to accommodate redevelopment of the property. The proposed zoning request is not in conformance with the Future Land Use Plan, which recommends Freeway Commercial for the property. The size of the PD is also less than the minimum specified by the Zoning Ordinance. However, the request is consistent with the Housing Element of the Comprehensive Plan, and the Infill Housing and Rezoning to Meet Demand Policy statements which address infill housing and redevelopment opportunities and acknowledges that there are some nonresidential zoned properties that may be appropriate for rezoning to another district that allow residential development. Additionally, the request is consistent with the Comprehensive Plan's Business/Government Center recommendation and the Downtown Plano study specifically for the overall Downtown BG area. It is appropriate to allow for a PD less than five acres in size since the request furthers the goals and policies of the Comprehensive Plan.

The proposed rezoning request meets the city's land use policies and the need to provide a variety of housing types for Plano residents. It gives the city an opportunity to convert nonresidential zoned properties that are not likely to develop for nonresidential purposes to residential uses. The proposed redevelopment gives the city an opportunity to improve currently vacant housing units and underutilized land. The proposed PD-BG zoning district is an extension of the existing BG zoning district to the immediate north and east of the subject property. Therefore, staff supports the applicant's request to extend the BG zoning district to this subject property and the creation of a PD to exempt the proposed development from setback requirements that hinder redevelopment of the property. Staff recommends approval of the proposed zoning request.

RECOMMENDATIONS:

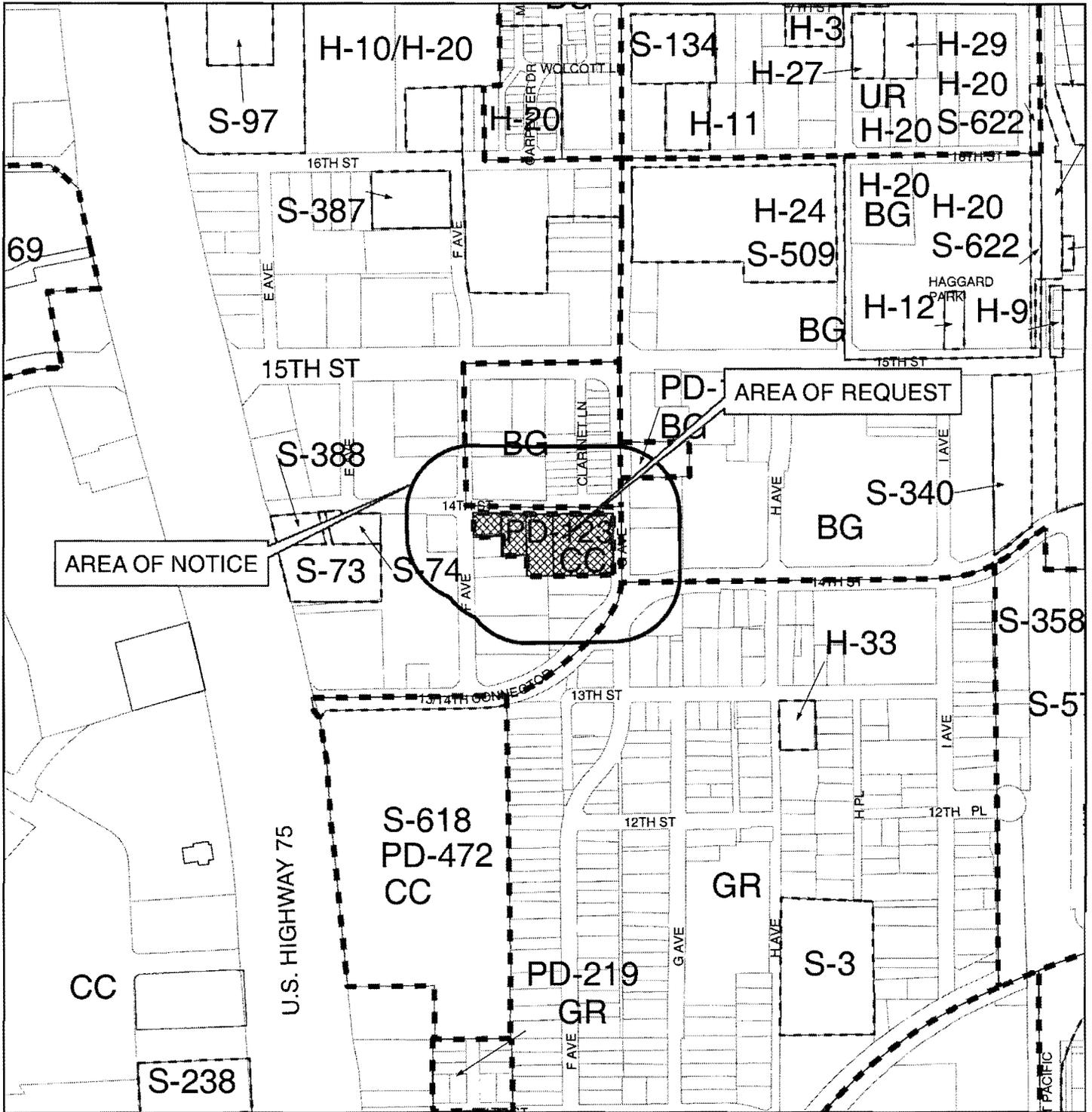
Recommended for approval subject to the City Council finding that the establishment of a planned development district is required to implement the Comprehensive Plan and Downtown Plano study, and as follows:

Restrictions:

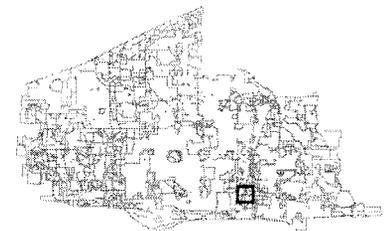
The permitted uses and standards shall be in accordance with the existing BG zoning district unless otherwise specified herein.

General Provisions of the Planned Development

1. Three and four story multifamily uses shall be exempt from the minimum 200 foot setback requirement from single-family and two-family residential zoning districts
2. Multifamily uses shall be exempt from Subsection 3.104 (Multifamily Residence).



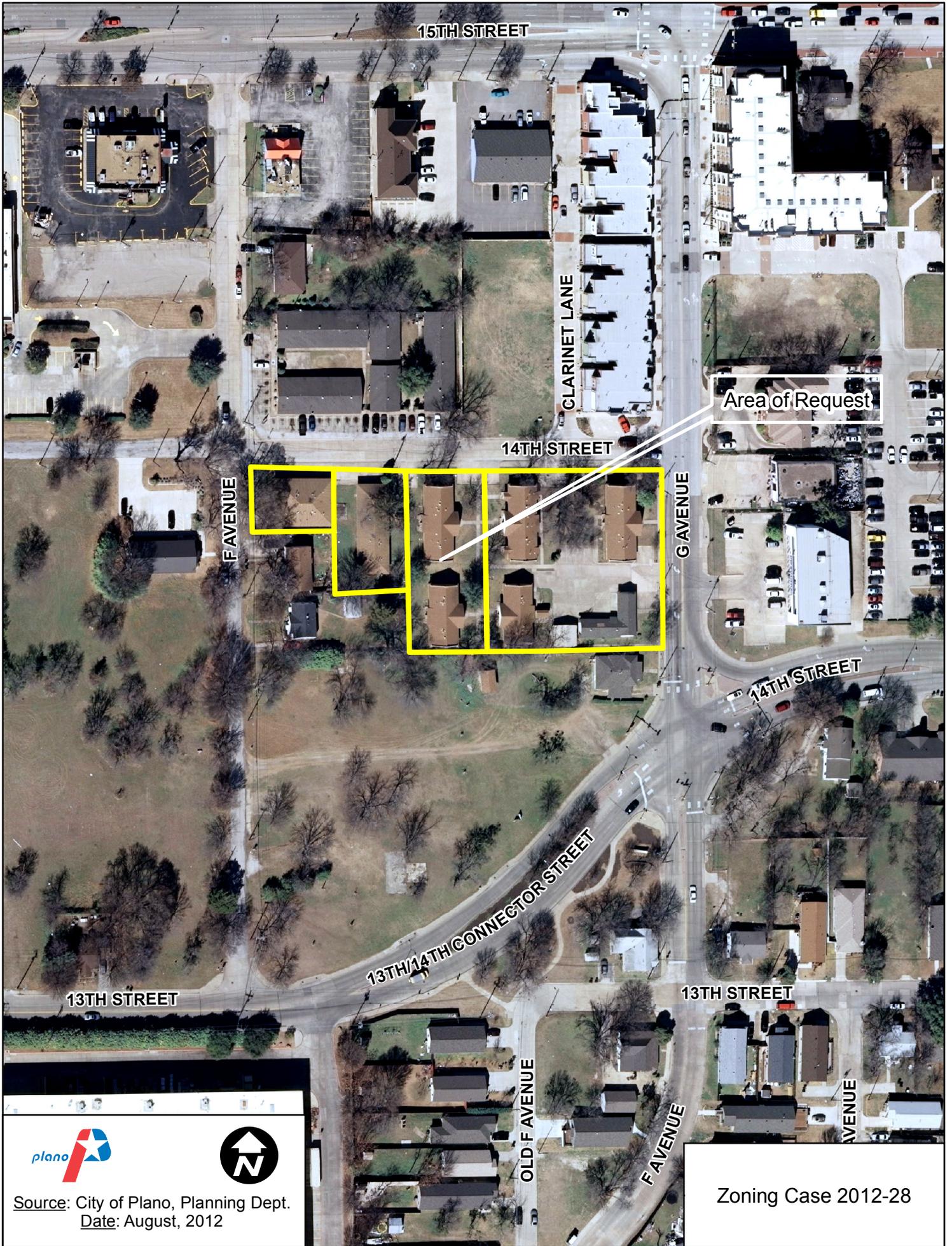
Zoning Case #: 2012-28



Existing Zoning: PLANNED DEVELOPMENT-123-CORRIDOR COMMERCIAL

○ 200' Notification Buffer





Area of Request

15TH STREET

CLARINET LANE

14TH STREET

F AVENUE

G AVENUE

14TH STREET

13TH/14TH CONNECTOR STREET

13TH STREET

13TH STREET

OLD F AVENUE

F AVENUE

AVENUE



Source: City of Plano, Planning Dept.
Date: August, 2012

Zoning Case 2012-28

LEGAL DESCRIPTION:

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Joseph Klepper Survey, Abstract No. 213, being all of Lot 9 and part of Lot 10 of J. P. Kendrick 1st Addition, as added to the City of Plano as recorded in Volume 23, Page 184 of the Collin County Map Records, said lots hereinafter described in Volume 263, Page 226, Volume 264, Page 218, Volume 262, Page 264, Volume 2174, Page 177 and Volume 2174, Page 790 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a Round 1/2 inch capped iron rod found marking the northeast corner of Lot 19C of said Addition as recorded under County Clerk No. 2008-111801340140 of the Collin County Land Records and being an interior corner of the herein described premises;

THENCE with the north line of Lot 15C and a south line of said premises, North 89 deg. 24 min. 54 sec. West, 86.36 feet to a Round 1/2 inch capped iron rod found in the west line of Lot 10, the east right of way line of "F" Avenue and marking the northeast corner of Lot 19C and the most westerly southwest corner of the herein described premises;

THENCE with the east right of way line of "F" Avenue, the west line of Lot 10 and the most westerly west line of said premises, North 01 deg. 11 min. 07 sec. East, 84.04 feet to an "X" found in concrete marking the intersection of the east right of way line of "F" Avenue with the south right of way of 14th Street, the northeast corner of Lot 10 and the most northerly northeast corner of the herein described premises;

THENCE with the south right of way line of 14th Street, the north line of said premises and the north line of Lots 9 & 10, South 89 deg. 20 min. 50 sec. East, 414.09 feet to an "X" set in concrete marking the intersection of the south right of way of 14th Street with the west right of way of "G" Avenue, the northeast corner of Lot 9 and the northeast corner of the herein described premises;

THENCE with the west right of way line of "G" Avenue, the east line of Lot 9 and said premises, South 01 deg. 07 min. 23 sec. West, 181.72 feet to a 1/2 inch iron rod set marking the southeast corner of Lot 9, said premises and the northeast corner of Lot 12D of said Addition as recorded under County Clerk No. 2008-0819021007800 of the Collin County Land Records;

THENCE beginning said west right of way line, along the north line of Lot 12D, the south line of Lot 9 and a south line of said premises, West, passing at 206.13 feet to a 1/2 inch iron rod found marking the northwest corner of Lot 12D and the northeast corner of a 1.926 acre tract 66 recorded in Volume 4180, Page 7237 of the Collin County Land Records and continuing for a total distance of 276.14 feet to a 1/2 inch iron rod set marking the most westerly southwest corner of said premises, a corner of said 1.926 acre tract and the southeast corner of Lot 18D as recorded under County Clerk No. 2008-111801340140 of the Collin County Land Records;

THENCE with a west line of said premises and the east line of Lot 10D, North 67.57 feet to a 1/2 inch iron rod found marking an interior corner of said premises and the northeast corner of Lot 10D;

THENCE with the south line of said premises and the north line of Lot 10D, South 89 deg. 28 min. 38 sec. West, 58.47 feet to a 1/2 inch iron rod set marking a southwest corner of said premises and the southeast corner of the aforementioned Lot 10D;

THENCE with a west line of said premises and the east line of Lot 19C, North 11 deg. 30 min. 34 sec. West, 88.25 feet to the point of beginning and containing 67,233 square feet or 1.54 acres of land.

CLARINET LN
PRIVATE STREET

ZONED BG
MINIMUM HEIGHT IS 8 FEET
MIN. CLEARANCE LN
PLANS TO PERFORM
LOT 1A, BLOCK 8

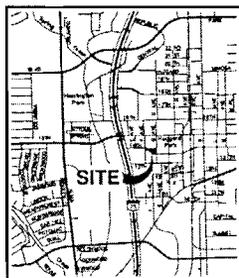
14th ST

42' ROW

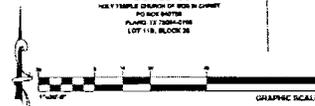
STREET FRONT YARD
MINIMUM 10 FEET
MINIMUM 5 FEET

G AVE

REQUESTED ZONING
PD-BG



LOCATION MAP



ZONED CC
MIN. 7' TRIPLE CURB OF SIDE OF CURVE
MIN. 5' SIDEWALK
PLANS TO PERFORM
LOT 11A, BLOCK 26

ZONED CC
MIN. 7' TRIPLE CURB OF SIDE OF CURVE
MIN. 5' SIDEWALK
PLANS TO PERFORM
LOT 12A, BLOCK 26

ZONED BG
MINIMUM HEIGHT IS 8 FEET
MIN. CLEARANCE LN
PLANS TO PERFORM
LOT 1A, BLOCK 8

ZONED BG
MINIMUM HEIGHT IS 8 FEET
MIN. CLEARANCE LN
PLANS TO PERFORM
LOT 1A, BLOCK 8

ZONED BG
MINIMUM HEIGHT IS 8 FEET
MIN. CLEARANCE LN
PLANS TO PERFORM
LOT 1A, BLOCK 8

ZONED BG
MINIMUM HEIGHT IS 8 FEET
MIN. CLEARANCE LN
PLANS TO PERFORM
LOT 1A, BLOCK 8

PREPITOR:
JAMES E. GLEASON, ARCHITECT
GLEASON DESIGN GROUP, INC.
3453 WILLOW BEND,
MIDLOTHIAN, TEXAS 76065
james@gleasondesigngroup.com
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SURVEYOR:
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Roome Land Surveying, Inc
2000 Avenue G, Suite 810
Plano, Texas 75074
(972) 423-4372

PETITIONER:
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GREEN EXTREME HOMES CDC
2320 KING ARTHUR BLVD,
LEWISVILLE, TEXAS 75056
jbrown0106@cs.com
214-906-1085

LEGAL STATEMENT:
Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

2C-2012-28
ZONING EXHIBIT
REQUESTED ZONING:
PD-123-CC TO PD-BG

LOT 9 & PORTION OF LOT 10,
BLOCK 10
J. F. KENDRICKS FIRST ADDITION,
VOL. 23, PG. 494
CITY OF PLANO,
COLLIN COUNTY, TEXAS

AUGUST 9, 2012
67,233 SQ. FT OR 1.54 AC



GLEASON DESIGN GROUP
3453 Willow Bend, Midlothian, Texas 76065
Phone: 972.979.3732
Web Site: www.gleasondesigngroup.com
Email: james@gleasondesigngroup.com

ZONING PLAN

8.10.12
DATE

FOURTEENTH STREET FLATS
PLANO, TEXAS

Z.1

Zoning Case 2012-28

An Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 1.5± acres out of the Joseph Klepper Survey, Abstract No. 213, located at the southwest corner of 14th Street and G Avenue, in the City of Plano, Collin County, Texas, from Planned Development-123-Corridor Commercial to Planned Development-123-Downtown Business/Government; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 22nd day of October, 2012, for the purpose of considering rezoning 1.5± acres out of the Joseph Klepper Survey, Abstract No. 213, located on the southwest corner of 14th Street and G Avenue, in the City of Plano, Collin County, Texas, from Planned Development-123-Corridor Commercial to Planned Development-123-Downtown Business/Government; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 22nd day of October, 2012; and

WHEREAS, the City Council is of the opinion and finds that such amendment would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

IT IS, THEREFORE, ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 1.5± acres out of the Joseph Klepper Survey, Abstract No. 213, located at the southwest corner of 14th Street and G Avenue, in the City of Plano, Collin County, Texas, from Planned

Development-123-Corridor Commercial to Planned Development-123-Downtown Business/Government, said property being described in the legal description on Exhibit "A" attached hereto.

Section II. The change granted in Section I is granted subject to the following:

Restrictions:

The permitted uses and standards shall be in accordance with the existing Business/Government (BG) zoning district unless otherwise specified herein.

General Provisions of the Planned Development

1. Three and four story multifamily uses shall be exempt from the minimum 200 foot setback requirement from single-family and two-family residential zoning districts.
2. Multifamily uses shall be exempt from Subsection 3.104 (Multifamily Residence).

Section III. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

Section IV. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section V. The repeal of any ordinance or part of ordinances affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section VI. Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section VII. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or partial invalidity of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

Section VIII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 22ND DAY OF OCTOBER, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ZONING CASE 2012-28

Situated in the State of Texas, County of Collin and City of Plano, being part of the Joseph Klepper Survey, Abstract No. 213, being all of Lot 9 and part of Lot 10 of J.F. Kendricks 1st Addition, an addition to the City of Plano as recorded in Volume 23, Page 494 of the Collin County Map Records, said lots further described in Volume 563, Page 425, Volume 564, Page 219, Volume 582, Page 565, Volume 3174, Page 777 and Volume 3174, Page 780 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a Roome 1/2-inch capped iron rod found marking the northeast corner of Lot 10C of said Addition as recorded under County Clerk No. 2008-1118001340140 of the Collin County Land Records and being an interior corner of the herein described premises;

THENCE with the north line of Lot 10C and a south line of said premises, North, 89° 34' 04" West, 86.38 feet to a Roome 1/2-inch capped iron rod found in the west line of Lot 10, the east right-of-way line of "F" Avenue and marking the northwest corner of Lot 10C and the most westerly southwest corner of the herein described premises;

THENCE with the east right-of-way line of "F" Avenue, the west line of Lot 10 and the most westerly west line of said premises, North, 01° 11' 02" East, 66.04 feet to an "X" found in concrete marking the intersection of the east right-of-way line of "F" Avenue with the south right-of-way of 14th Street, the northwest corner of Lot 10 and the most northerly northwest corner of the herein described premises;

THENCE with the south right-of-way line of 14th Street, the north line of said premises and the north line of Lots 9 & 10, South, 89° 00' 50" East, 424.05 feet to an "X" set in concrete marking the intersection of the south right-of-way of 14th Street with the west right-of-way of "G" Avenue, the northeast corner of Lot 9 and the northeast corner of the herein described premises;

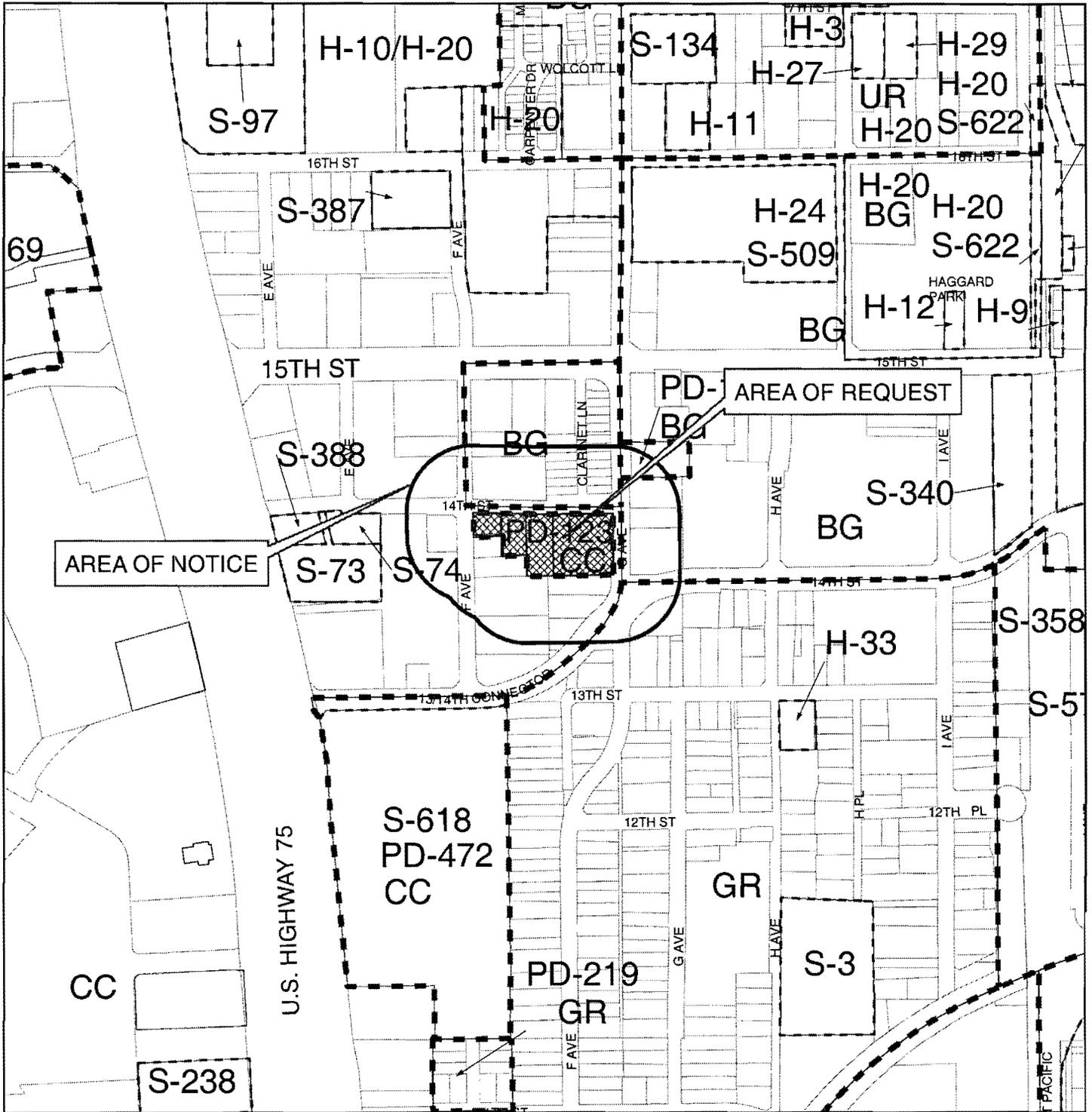
THENCE with the west right-of-way line of "G" Avenue, the east line of Lot 9 and said premises, South 01° 07' 33" West, 191.72 feet to a 1/2-inch iron rod set marking the southeast corner of Lot 9, said premises and the northeast corner of Lot 12D of said Addition as recorded under County Clerk No. 2008-0819001007820 of the Collin County Land Records;

THENCE departing said west right-of-way line, along the north line of Lot 12D, the south line of Lot 9 and a south line of said premises, West, passing at 206.13 feet to a 1-inch iron rod found marking the northwest corner of Lot 12D and the northeast corner of a 1.926 acre tract as recorded in Volume 4169, Page 2737 of the Collin County Land Records and continuing for a total distance of 276.16 feet to a 1/2-inch iron rod set marking the most southerly southwest corner of said premises, a corner of said 1.926 acre tract and the southeast corner of lot 10D as recorded under County Clerk No. 2008-1118001340140 of the Collin County Land Records;

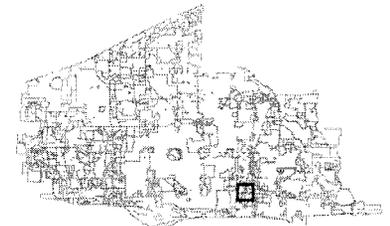
THENCE with a west line of said premises and the east line of Lot 10D, North, 67.57 feet to a 1/2-inch iron rod found marking an interior corner of said premises and the northeast corner of Lot 10D;

THENCE with the south line of said premises and the north line of Lot 10D, South, 89° 29' 36" West, 58.47 feet to a 1/2-inch iron rod set marking a southwest corner of said premises and the southeast corner of the aforementioned Lot 10C;

THENCE with a west line of said premises and the east line of Lot 10C, North, 11° 30' 24" West, 65.25 feet to the POINT OF BEGINNING and CONTAINING 67,233 square feet or 1.54 acres of land.



Zoning Case #: 2012-28



Existing Zoning: PLANNED DEVELOPMENT-123-CORRIDOR COMMERCIAL

○ 200' Notification Buffer



LEGAL DESCRIPTION:

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Joseph Klepper Survey, Abstract No. 213, being all of Lot 9 and part of Lot 10 of J. P. Kendrick 1st Addition, as added to the City of Plano as recorded in Volume 23, Page 184 of the Collin County Map Records, said lots hereinafter described in Volume 263, Page 226, Volume 264, Page 218, Volume 262, Page 264, Volume 2174, Page 177 and Volume 2174, Page 790 of the Collin County Land Records with said premises being more particularly described as follows:

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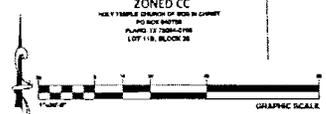
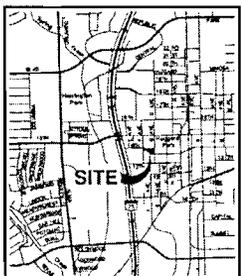
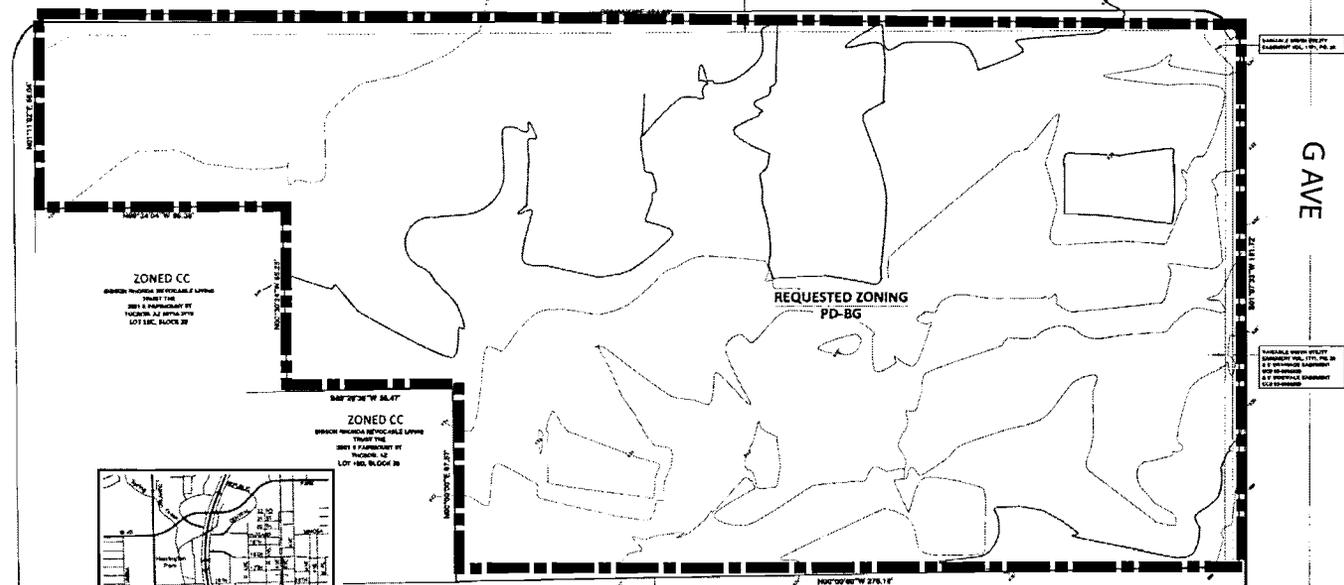
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CLARINET LN
PRIVATE STREET

ZONED BG
MINIMUM HEIGHT 6 - 8 METERS
MIN. CLEARANCE LN
PLANS TO PERFORM
LOT 1A, BLOCK 8

14th ST
42' ROW



ZONED BG
MINIMUM HEIGHT 6 - 8 METERS
MIN. CLEARANCE LN
PLANS TO PERFORM
LOT 1A, BLOCK 8

ZONED BG
MINIMUM HEIGHT 6 - 8 METERS
MIN. CLEARANCE LN
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LOT 1A, BLOCK 8

PREPITOR:
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PETITIONER:
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2C-2012-28
ZONING EXHIBIT
REQUESTED ZONING:
PD-123-CC TO PD-BG

LOT 9 & PORTION OF LOT 10,
BLOCK 10
J. F. KENDRICKS FIRST ADDITION,
VOL. 23, PG. 494
CITY OF PLANO,
COLLIN COUNTY, TEXAS

AUGUST 9, 2012
67,233 SQ. FT OR 1.54 AC



ZONING PLAN

8.10.12
DATE

FOURTEENTH STREET FLATS
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Z.1