

CITY COUNCIL

1520 AVENUE K



DATE: 12/22/2015

CALL TO ORDER: 7:00 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE:

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<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 THAT 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>COMMENTS OF PUBLIC INTEREST</u> <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> <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> December 14, 2015</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<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>	
(b)	Bid No. 2016-53-B for the purchase of eight (8) utility trucks from Sam Pack's Five Star Ford in the amount of \$267,788 and the purchase of three (3) utility trucks from Reliable Chevrolet in the amount of \$107,037 for Fleet Services to be utilized by various City Departments in the total amount of \$374,825; and authorizing the City Manager to execute all necessary documents.	
(c)	Bid No. 2016-0055-B for Arterial Pavement Repair - Parker Road & Plano Parkway Project No. 6484, for Public Works to Jerusalem Corporation in the amount of \$2,183,777; and authorizing the City Manager to execute all necessary documents.	
(d)	Bid No. 2015-446-B for Harrington Park - Selected Demolition to Whittaker Lane Contracting, LLC in the amount of \$67,200; and authorizing the City Manager to execute all necessary documents.	
(e)	RFP No. 2015-241-C for a 5 year contract with no City optional renewals for Bank Depository Services to Capital One, NA, and for a 5 year contract with no City optional renewals for Safekeeping Services to The American National Bank of Texas; and authorizing the City Manager to execute all necessary documents.	
(f)	Bid No. 2016-0048-B for the Municipal Building Third Floor Renovation for Facilities Services to KC Construction Services, Inc. in the amount of \$162,911; and authorizing the City Manager to execute all necessary documents.	
(g)	Bid No. 2016-0061-B for the Brown Branch 27 and 48 Inch Sewer Interceptor Capacity Improvements Project No. 6345 to Mountain Cascade of Texas, LLC, in the amount of \$4,523,291; and authorizing the City Manager to execute all necessary documents.	
	<p>Purchase from an Existing Contract</p>	
(h)	To approve the purchase of two (2) John Deere 7700A Fairway Mowers for Fleet Services to be utilized by the Parks and Recreation Department in the amount of \$121,787 from Austin Turf and Tractor through an existing TASB/BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 447-14)	
	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(i)	To approve an Engineering Professional Services Agreement between the City of Plano and Pipeline Analysis, LLC in the amount of \$48,550 for CMOM Self-Audit; and authorizing the City Manager to execute all necessary documents.	
(j)	To approve a Professional Services Agreement between the City of Plano and Davey Resource Group in the amount of \$93,341 for design services for an Urban Forest Master Plan and Urban Tree Canopy Assessment; and authorizing the City Manager to execute all necessary documents.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(k)	To approve an Engineering Services Agreement by and between the City of Plano and JBI Partners, Inc. in the amount of \$120,500 for engineering services for the Plano Transit Village Veloweb project; and authorizing the City Manager to execute all necessary documents.	
(l)	To approve a Professional Services Agreement by and between the City of Plano and BW2 Engineers, Inc. in the amount of \$108,900 for Dallas North Estates No. 2 Paving and Water Improvements; and authorizing the City Manager to execute all necessary documents.	
(m)	<p>Approval of Change Order</p> <p>To HQS Construction, LLC, increasing the contract by \$57,616 for Split Trail Road – K Avenue to Spring Creek Parkway – Paving, Water and Drainage Improvements. Change Order No. 1. Original Bid No. 2015-347-B.</p>	
(n)	<p>Approval of Expenditure</p> <p>To approve an expenditure for three (3) outdoor warning sirens for the Technology Services Radio Shop in the amount of \$73,046 from R & D Communications, Inc. dba American Communications; and authorizing the City Manager to execute all necessary documents.</p>	
(o)	<p>Adoption of Resolutions</p> <p>To designate The Dallas Morning News as the City's "Official Newspaper" for the purpose of publication of legal notices where required by state law and the City Charter; and providing an effective date.</p>	
(p)	<p>Adoption of Ordinances</p> <p>To adopt and enact Supplement Number 113 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>	
	<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> <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>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	Public Hearing and consideration of a Resolution to approve the issuance of Multifamily Housing Revenue Bonds by Capital Trust Agency, a Public Agency, to finance the acquisition, improvement and rehabilitation of Garden Gate Apartments, located at 1201 Legacy Drive, in a principal amount not to exceed \$35,000,000; and declaring an effective date.	
(2)	<p>Request to call a Public Hearing to consider amending the zoning requirements for Planned Development-64-Central Business-1 (PD-64-CB-1), located at the southwest corner of the Sam Rayburn Tollway and the Dallas North Tollway, and Planned Development-65-Central Business-1 (PD-65-CB-1), located at the northwest corner of Legacy Drive and the Dallas North Tollway, and on both sides of Legacy Drive east of the Dallas North Tollway. Applicant: SWC Tollway & 121, LLC</p> <p><u>Plano Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
December 14, 2015**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Lissa Smith, Mayor Pro Tem
Ben Harris, Deputy Mayor Pro Tem
Angela Miner
Rick Grady
Ron Kelley
Tom Harrison
David Downs

STAFF PRESENT

Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Mark Israelson, Assistant City Manager
Jack Carr, Assistant City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, December 14, 2015, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere 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 and discuss Litigation, Section 551.071; to receive information regarding Economic Development, Section 551.087; Real Estate, Section 552.072 and 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 LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:15 p.m. in the Senator Florence Shapiro Council Chambers.

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

Board of Adjustment

The Council deferred appointment of an interim member until January 25, 2016.

Strategic Marketing Plan

Director of Marketing and Community Engagement Hayley stated the Strategic Marketing Plan goals are to align brand expression, create measurable methods for connection, and establish a communications strategy. She spoke to “Engagement” being relevant two-way communication between the City and our constituents; sustaining existing active constituent groups, developing less active constituent groups, and exploring new constituent groups; engagement strategies include bring people together, ask and participate, acknowledge accomplishments, keep them in the “know”, and be where they are in the community; communication strategies include the brand message, the brand voice, and tools like the website, mobile strategies, direct mail and publications.

Consent and Regular Agendas

No items were discussed.

Council Items for Discussion/Action on Future Agendas

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 6:30 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
December 14, 2015**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Lissa Smith, Mayor Pro Tem
Ben Harris, Deputy Mayor Pro Tem
Angela Miner
Rick Grady
Ron Kelley
Tom Harrison
David Downs

STAFF PRESENT

Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Mark Israelson, Assistant City Manager
Jack Carr, Assistant City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, December 14, 2015, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Pastor Hunter Hall with The Village Church, Plano Campus led the invocation and The Men of Note Chorus led the Pledge of Allegiance, Texas Pledge and provided holiday music.

Mayor LaRosiliere proclaimed December 17th as Arbor Day in Plano and received the Bronze Level Bicycle Friendly Community designation. Mayor LaRosiliere and Library Director Ziegler accepted a donation from The Friends of the Plano Public Library. He further recognized the Finance Department receiving the Certificate of Achievement for Excellence in Financial Reporting, the Award for Financial Transparency, and the Achievement of Excellence in Procurement Award.

COMMENTS OF PUBLIC INTEREST

Connor Chaddick discussed limited parking in the downtown area. Jay Cooper spoke to a dangerous dog issue and the reporting process with the Animal Services department.

CONSENT AGENDA

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

Approval of Minutes

November 23, 2015

(Consent Agenda Item “A”)

Approval of Expenditures

Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)

Bid No. 2015-375-B for the Douglass Neighborhood Park to 2L Construction, LLC in the amount of \$430,300; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

Rejection of Bid No. 2015-37-B for Rugged Tablets for the Police Department from all proposers. (Consent Agenda Item “C”)

Purchase from an Existing Contract

To approve the purchase of new furniture for the Neighborhood Services Remodel at the Joint Use Facility from Texas Furniture Source in the amount of \$110,463 through an existing contract/agreement with TXMAS (Texas Multiple Award Schedule); and authorizing the City Manager to execute all necessary documents. (TXMAS 6-71111060) (Consent Agenda Item “D”)

Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)

To approve a Professional Services Agreement by and between the City of Plano and Urban Engineers Group, Inc. in the amount of \$252,750 for Dallas North Estates No. 5 – Streets Reconstruction; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

Approval of Expenditure

To approve an expenditure for a contract extension for a 60 day period in the amount of \$144,467 for the Microsoft Enterprise Agreement from SHI Government Solutions, Inc. for City of Plano Microsoft Software users; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

Adoption of Resolutions

Resolution No. 2015-12-1(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Garland, Texas to allow employees of each city to participate in training classes offered by the other city; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “G”)

Resolution No. 2015-12-2(R): To approve the terms and conditions of a First Amendment to the Economic Development Incentive Agreement by and between the City of Plano, Texas and Optimal Blue, LLC, a Texas limited liability company; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “H”)

Resolution No. 2015-12-3(R): To authorize a modification of the Construction Manager At Risk (CMAR) contract between the City of Plano and Phoenix 1 Restoration and Construction, Ltd. for Saigling House Renovation Phase 3 Construction for a Guaranteed Maximum Price (GMP) of \$2,993,436; authorizing the City Manager to execute the necessary contract documents; and providing an effective date. (Consent Agenda Item “I”)

Resolution No. 2015-12-4(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano and SWC Tollway & 121, LLC, a Delaware limited liability company for the construction and installation of certain public infrastructure and improvements within the public rights-of way within and near the Legacy West development; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “J”)

Resolution No. 2015-12-5(R): To approve the amended terms and conditions of a development agreement by and between the City of Plano and 14th and J, LLC for development of Municipal Center South; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “K”)

Resolution No. 2015-12-6(R): To establish a Housing Tax Credit (HTC) resolution application and evaluation process for applicants submitting an application for housing tax credit financing to the Texas Department of Housing and Community Affairs (TDHCA); and designating the City Manager to implement the process; and declaring an effective date. (Consent Agenda Item “L”)

Resolution No. 2015-12-7(R): To approve the Policy Statement for Tax Abatement of the City of Plano thereby establishing criteria for evaluating incentive applications; establishing procedural guidelines and criteria governing tax abatement agreements; and providing an effective date. (Consent Agenda Item “M”)

Adoption of Ordinances

Ordinance No. 2015-12-8: To amend Section 2-12(c) of the City Code of Ordinances of the City of Plano, Texas to clarify the City Manager’s authority for City contracts in accordance with state law; providing a severability clause, a repealer clause, a savings clause, and an effective date. (Consent Agenda Item “N”)

Ordinance No. 2015-12-9: To abandon all right, title and interest of the City, in and to a portion of that certain 50’ Street Easement, situated in the C. Luttrell Survey, Abstract No. 522, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the owners of the property underlying the easement, Haggard Enterprises, Limited, Windhaven Development, Ltd., and Acres of Sunshine, Ltd., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “O”)

Ordinance No. 2015-12-10: To abandon all right, title and interest of the City, in and to a portion of that certain 10-foot Sanitary Sewer Easement, recorded in Volume N, Page 538 - 539, of the Plat Records of Collin County, Texas and being situated in the Martha McBride Survey, Abstract No. 553, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such Easement to the owner of the property underlying the Easement, Columbia Medical Center of Plano Subsidiary, LP, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item "P")

END OF CONSENT

Public Hearing and adoption of Ordinance No. 2015-12-11 as requested in Zoning Case 2015-25 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 0.3± acre of land out of the Sanford Beck Survey, Abstract No. 73, located on the north side of 12th Street, 240± feet east of Municipal Avenue in the City of Plano, Collin County, Texas, from Light Industrial-1 to Single-Family Residence-6; 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: Lorie Jones (Regular Item "1")

Director of Planning Day stated the property is currently being used as a residence and has been for several years. She spoke to the residential and commercial uses of the surrounding properties. Ms. Day reported Staff and the Planning and Zoning Commission recommend the request for approval. In response to Council, she advised the request was initiated due to the sale of the property and the Planning and Zoning Commission will hear a similar request for the adjacent property in January, 2016.

Mayor LaRosiliere opened the public hearing. No one appeared to speak. Mayor LaRosiliere closed the public hearing.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Downs, the Council voted 8-0 to rezone 0.3± acre of land out of the Sanford Beck Survey, Abstract No. 73, located on the north side of 12th Street, 240± feet east of Municipal Avenue in the City of Plano, Collin County, Texas, from Light Industrial-1 to Single-Family Residence-6 as recommended by the Planning and Zoning Commission and as requested by Zoning Case 2015-25; and further to adopt Ordinance No. 2015-12-11.

Public Hearing and adoption of Ordinance No. 2015-12-12 to approve the levy of a special assessment for the Downtown Plano Public Improvement District; approving an assessment roll and levying an assessment for 2015-2016 at a rate of \$0.15 per \$100 of appraised value on real property in the Public Improvement District; and providing an effective date. (Regular Item "2")

Director of Special Projects Jarrell stated the ordinance approves the levying of the assessment, the assessment roll for the public improvement district, and approves the service and assessment plan as proposed by the Public Improvement District Board at a previous Council meeting. She advised the assessment notices would be mailed to property owners, with payment due by the end of February.

Public Hearing and adoption of Ordinance No. 2015-12-12(Cont'd.)

Mayor LaRosiliere opened the public hearing. No one appeared to speak. Mayor LaRosiliere closed the public hearing.

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 8-0, to approve the levy of a special assessment for the Downtown Plano Public Improvement District, approving an assessment roll and levying an assessment for 2015-2016 at a rate of \$0.15 per \$100 of appraised value on real property in the Public Improvement District; and further to adopt Ordinance No. 2015-12-12.

Public Hearing and Comment: Review of the Consolidated Annual Performance Evaluation Report describing the use of federal funds. This report details how the City used U.S. Department of Housing and Urban Development funds during the 2014-2015 grant year. The public will be given an opportunity to speak on the report during the public hearing. (Regular Item "3")

Due to a conflict of interest, Mayor Pro Tem Smith stepped away from the dais and did not return to the meeting.

Community Services Manager Brown spoke to the Consolidated Annual Performance Evaluation Report detailing the use of federal funds. She stated 100 percent of the U.S. Department of Housing and Urban Development (HUD) funds received were spent on low income residents of Plano and 11,673 individuals and households were assisted with the HUD funds and Buffington Community Service Grant funds. Ms. Brown spoke to the goals outlined in the report.

Mayor LaRosiliere opened the public hearing. No one appeared to speak. Mayor LaRosiliere closed the public hearing.

Upon a motion made by Council Member Grady and seconded by Council Member Miner, the Council voted 6-1, with Council Member Harrison abstaining, to accept the Consolidated Annual Performance Evaluation Report describing the use of federal funds as presented.

With no further business, Mayor LaRosiliere adjourned the meeting at 7:54 p.m.

Harry LaRosiliere, Mayor

ATTEST

Lisa C. Henderson, 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:		12/22/15		
Department:	Public Works			
Department Head	Gerald Cosgrove			
Agenda Coordinator (include phone #): Lincoln Thompson x 7376				
CAPTION				
Bid No. 2016-53-B for the purchase of eight (8) utility trucks from Sam Pack's Five Star Ford in the amount of \$267,788 and the purchase of three (3) utility trucks from Reliable Chevrolet in the amount of \$107,037, for Fleet Services to be utilized by various City Departments in the total amount of \$374,825, and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	458,000	0	458,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-374,825	0	-374,825
BALANCE	0	83,175	0	83,175
FUND(s): EQUIPMENT REPLACEMENT FUND				
<p>COMMENTS: Funds are available in the FY 2015-16 Adopted Budget to purchase eleven (11) utility trucks for the scheduled replacement of unit #08322 in Cost Center #422/Utility Billing Field Service, unit #03304 in Cost Center #643/Park Support Services, unit #03325 and #04311 in Cost Center #634/Park Field Services, unit #04313 in Cost Center #763/Utility Dist. #2, unit #00363 in Cost Center #637/Athletic Field Maintenance, unit #98167 in Cost Center #643/Park Support Services, unit #36025 in Cost Center #552/Fire, unit #06336 in Cost Center #743/Signals, unit #10306 in Cost Center #471/Municipal Drainage Operations, and unit #06322 in Cost Center #637/Athletic Field Maintenance. Remaining balance will be used for other Fleet and Equipment purchases.</p> <p>STRATEGIC PLAN GOAL: Providing eleven (11) utility trucks for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
See Recommendation Memo.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Recommendation Memo		NA		
Bid Recap				



Memorandum

Date: November 24, 2015
To: Bruce D. Glasscock, City Manager
From: Reid Choate, Fleet Manager
Subject: Utility Truck Purchase Recommendation

Fleet Services has reviewed all bids received on City of Plano Solicitation No. 2016-53-B and recommends the purchase from the lowest responsive, responsible bidder by line item as per the following:

Line items 1, 2, 3, 4, 6 and 9 from Sam Pack's Five Star Ford in the amount of \$267,788.00.
Line items 5, 7 and 8 from Reliable Chevrolet in the amount of \$107,037.00.
Total amount of \$374,825.00

These vehicles are for the scheduled replacement of the following units approved in the FY15-16 Equipment Replacement Fund:

- Line 1: Replacement of 08322 in Cost Center 422/Utility Billing Field Service.
- Line 2: Replacement of 03304 in Cost Center 643/Park Support Services, 03325 and 04311 in Cost Center 634/Park Field Services.
- Line 3: Replacement of 04313 in Cost Center 763/Utility Dist. #2.
- Line 4: Replacement of 00363 in Cost Center 637/Athletic Field Maintenance.
- Line 5: Replacement of 06336 in Cost Center 743/Signals.
- Line 6: Replacement of 98167 in Cost Center 643/Park Support Services.
- Line 7: Replacement of 10306 in Cost Center 471/Municipal Drainage Operations.
- Line 8: Replacement of 06322 in Cost Center 637/Athletic Field Maintenance.
- Line 9: Replacement of 36025 in Cost Center 552/Fire.

Due to the age and mileage, Fleet Services recommends these units be replaced. If these vehicles are not replaced we would see a higher cost in vehicle maintenance, along with increased down time, and it would limit the various City Departments in their capacity to provide services.

Feel free to contact me if you have any questions at extension 4182.

**CITY OF PLANO
BID NO. 2016-53-B
Eleven (11) Pickup Trucks with Utility Bodies
BID RECAP**

Bid Opening Date/Time: November 18, 2015 @ 3:00 pm

Number of Vendors Notified: 1,188

Vendors Submitting "No Bids": 0

Bids Deemed Nonresponsive: 1

Number of Bids Submitted: 6

Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep)
[Partial Bid]

Line Item 1 \$ 31,764.00
Line Item 4 \$ 37,192.00
Line Item 5 \$ 37,911.00
Line Item 7 \$ 39,928.00
Line Item 8 \$ 42,268.00

Sam Pack's Five Star Ford

Line Item 1 \$ 29,345.00
Line Item 2 \$ 94,128.00
Line Item 3 \$ 35,353.00
Line Item 4 \$ 34,655.00
Line Item 5 \$ 33,661.00
Line Item 6 \$ 35,527.00
Line Item 7 \$ 35,575.00
Line Item 8 \$ 38,850.00
Line Item 9 \$ 38,780.00

Reliable Chevrolet
[Line Item 6 Nonresponsive]

Line Item 1 \$ 31,147.00
Line Item 2 \$ 97,617.00
Line Item 3 \$ 36,982.00
Line Item 4 \$ 34,978.00
Line Item 5 \$ 33,096.00
Line Item 7 \$ 35,433.00
Line Item 8 \$ 38,508.00
Line Item 9 \$ 41,621.00

Randall Reed's Prestige Ford

Line Item 1 \$ 30,300.00
Line Item 2 \$ 96,000.00
Line Item 3 \$ 36,300.00
Line Item 4 \$ 35,700.00
Line Item 5 \$ 34,700.00
Line Item 6 \$ 36,700.00
Line Item 7 \$ 36,800.00
Line Item 8 \$ 39,750.00
Line Item 9 \$ 42,800.00

Caldwell Country Automotive (aka Baby Jack II)

Line Item 1 \$ 31,983.00
Line Item 2 \$101,805.00
Line Item 3 \$ 37,145.00
Line Item 4 \$ 35,440.00
Line Item 5 \$ 34,540.00
Line Item 6 \$ 35,935.00
Line Item 7 \$ 36,960.00
Line Item 8 \$ 39,775.00
Line Item 9 \$ 41,644.00

James Wood Auto Park

Line Item 1 \$ 33,223.00
Line Item 2 \$104,289.00
Line Item 3 \$ 38,648.00
Line Item 4 \$ 37,142.00
Line Item 5 \$ 35,555.00
Line Item 6 \$ 37,210.00
Line Item 7 \$ 37,696.00
Line Item 8 \$ 40,191.00
Line Item 9 \$ 43,152.00

Recommended Vendors:

Sam Pack's Five Star Ford
Line Items 1, 2, 3, 4, 6, 9

\$ 267,788.00

Reliable Chevrolet
Line Items 5, 7, and 8

\$ 107,037.00

Total of All Nine (9) Line Items for Eleven (11) Vehicles

\$ 374,825.00

Lincoln Thompson

Lincoln Thompson
Senior Buyer

November 24, 2015

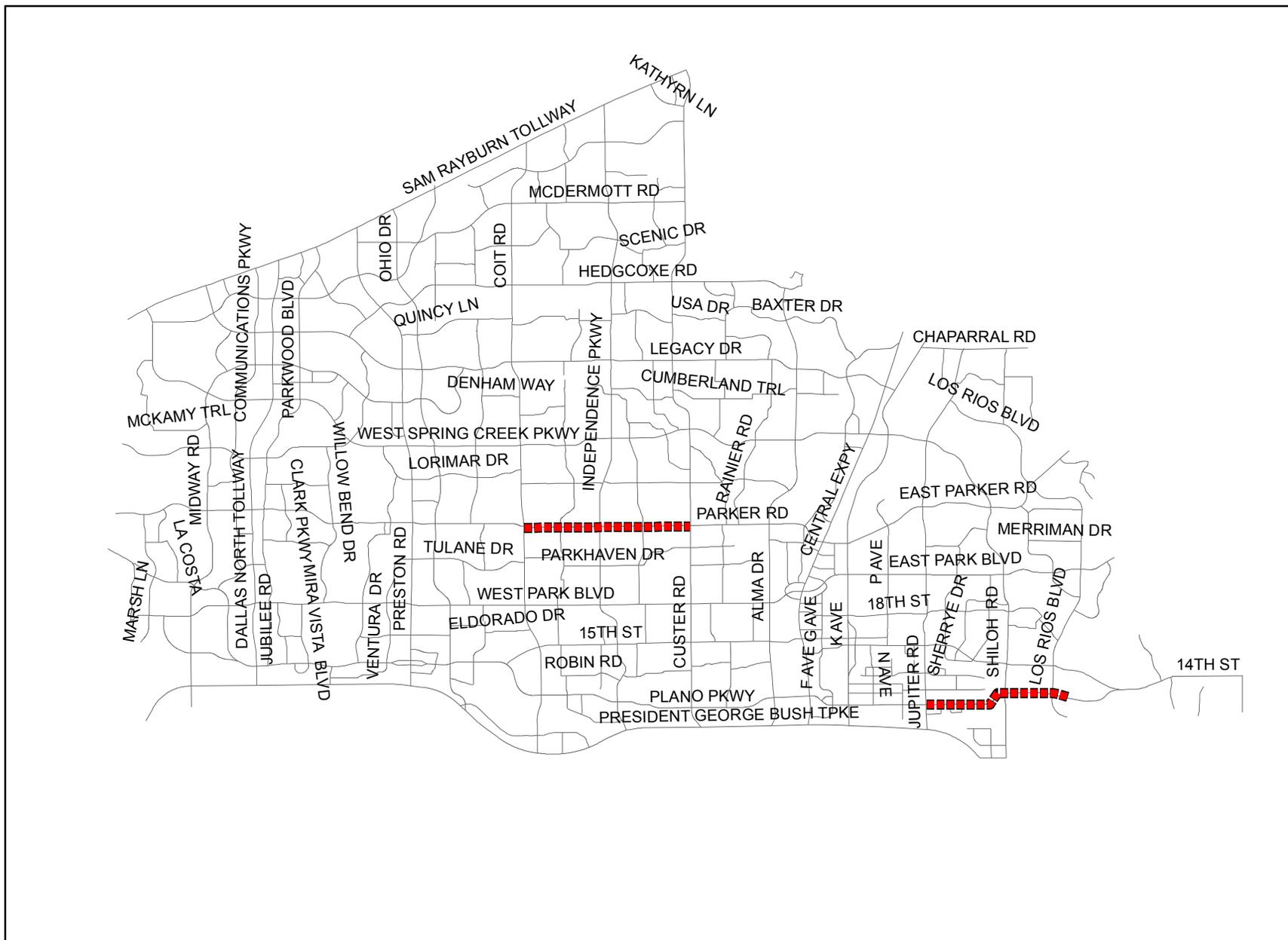
Date



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:		12/22/2015		
Department:		Public Works/David Falls		
Department Head		Gerald P. Cosgrove		
Agenda Coordinator (include phone #): Shawn Breen (972-769-4193)				
CAPTION				
Bid No. 2016-0055-B for the Arterial Pavement Repair Parker Road & Plano Parkway Project No. 6484, for Public Works to Jerusalem Corporation, in the amount of \$2,183,777 and authorizing the City Manager or his authorized 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: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	5,964,775	14,727,225	10,000,000	30,692,000
Encumbered/Expended Amount	-5,964,775	-7,134,360	0	-13,099,135
This Item	0	-2,183,777	0	-2,183,777
BALANCE	0	5,409,088	10,000,000	15,409,088
FUND(S): CAPITAL RESERVE FUND				
<p>COMMENTS: Funding is available for this item in the 2015-16 Capital Reserve CIP. Repairs to concrete paving and sidewalk on sections of Parker Road and Plano Parkway, in the amount of \$2,183,777, will leave a current year balance of \$5,409,088 available for future expenditures related to repairs to arterial streets and sidewalks.</p> <p>STRATEGIC PLAN GOAL: Contracting for repairs to Plano's arterial streets and sidewalks relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Public Works recommends the bid for the Arterial Pavement Repair Parker Road & Plano Parkway Project to Jerusalem Corporation, in the amount of \$2,183,777.00 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.				
This project involves the repair of 18,900 SY of concrete paving and 3,000 SF of concrete sidewalk on Parker Road from Coit Road to Custer Road and Plano Parkway from Jupiter Road to Los Rios Boulevard.				
Engineer's estimate for this project is \$1,792,000.				
List of Supporting Documents: Location Map, Bid Recap			Other Departments, Boards, Commissions or Agencies	

LOCATION MAP



CITY OF PLANO

BID NO. 2016-0055-B

Arterial Pavement Repair Parker Road & Plano Parkway

Project No. 6484

BID RECAP

Bid opening Date/Time: November 17, 2015 @ 1:30 pm

Number of Vendors Notified: 1165

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 2

Jerusalem Corporation	\$2,183,777.00
LoneStar Civil Construction, Inc.	\$2,296,189.00

Recommended Vendor:

Jerusalem Corporation	\$2,183,777.00
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Nancy Corwin

November 17, 2015

Nancy Corwin
Buyer

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:		12/22/15		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
Award of Bid No. 2015-446-B for the Harrington Park - Selected Demolition to Whittaker Lane Contracting, LLC in the amount of \$67,200 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:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		54,647	146,353	0
Encumbered/Expended Amount		-54,647	-17,940	0
This Item		0	-67,200	0
BALANCE		0	61,213	0
FUND(S): CAPITAL RESERVE FUND				
<p>COMMENTS: Funding is available in the Park Capital Reserve CIP for this item. Demolition of the pool and structures at Harrington Park, in the amount of \$67,200, will leave a current year balance of \$61,213 available for future park restoration or other park improvement expenditures.</p> <p>STRATEGIC PLAN GOAL: Removing outdated structures to enhance existing park space relates to the City's goals of Great Neighborhoods - 1st Choice to Live and a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends that the bid received from Whittaker Lane Contracting, LLC in the amount of \$67,200 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary documents.</p> <p>The project includes the removal of an abandoned swimming pool, all support buildings and utilities, fencing, debris and restoration of grades and seeding.</p> <p>The low base bid is below the consultant's estimate of \$95,000. In the event Whittaker Lane Contracting, LLC fails to execute contract documents, staff recommends the bid of Midwest Wrecking Co. in the amount of \$75,250.</p> <p>The removal of the pool and support facilities will provide an open area that can be utilized for future park development. It is located north of the Plano Senior Center.</p>				
<p>Project Location Map: https://goo.gl/maps/PRQ2wf6omMM2</p>				



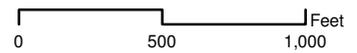
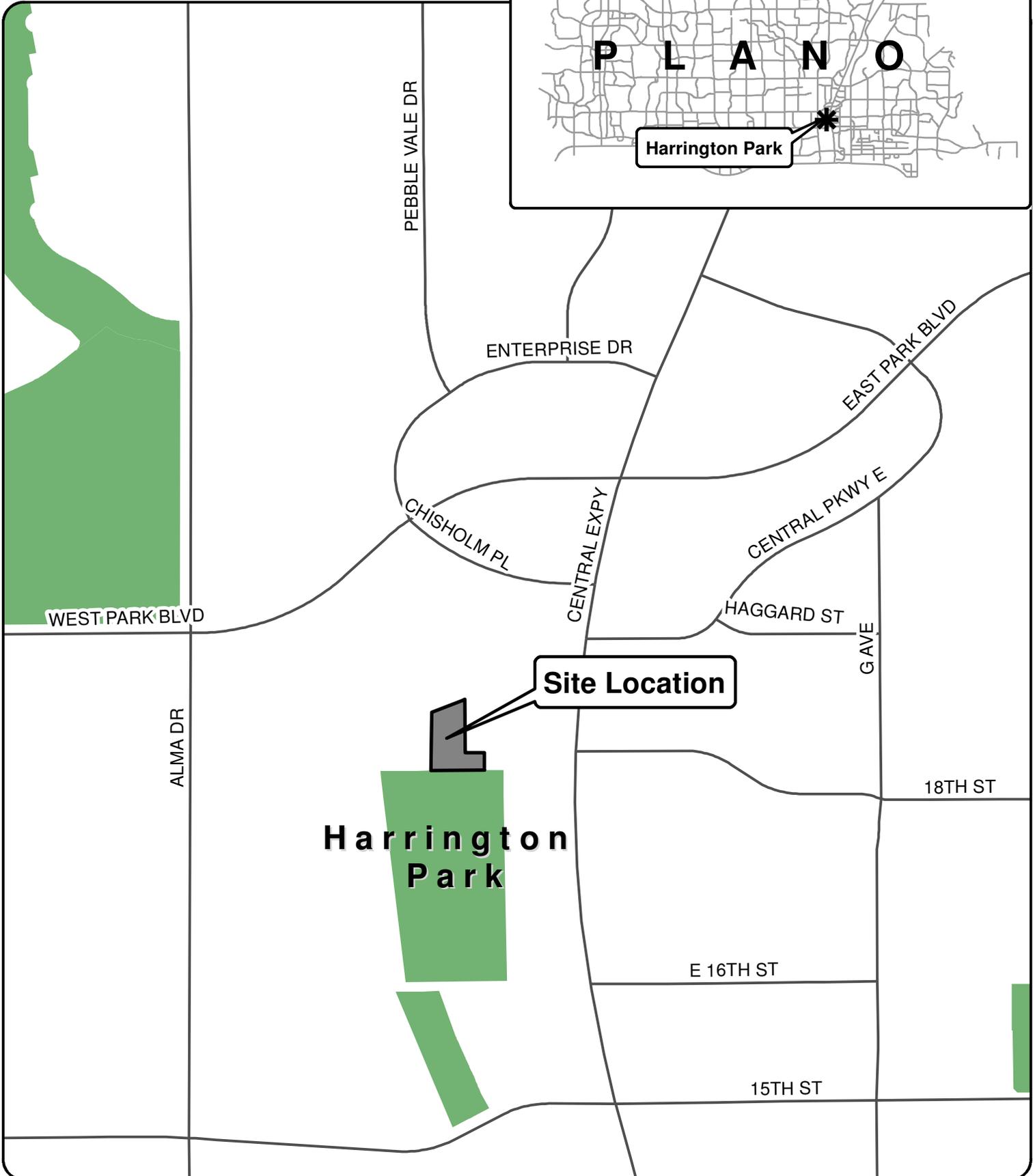
CITY OF PLANO COUNCIL AGENDA ITEM

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



Location Map

Harrington Park
Pool Demo



CITY OF PLANO

BID NO. 2015-446-B
Harrington Park – Selected Demolition Project Number 6420
BID RECAP

Bid opening Date/Time: November 20, 2015 @ 2:00 pm

Number of Vendors Notified: 1814

Vendors Submitting “No Bids”: 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 5

Festac Building Constructors, Inc.	\$81,798.14
Whittaker Lane Contracting, LLC	\$67,200.00
Altus Construction LLC	\$97,200.00
RLM EarthCo	\$95,417.16
Midwest Wrecking Co.	\$75,250.00

Recommended Vendor award:

Whittaker Lane Contracting, LLC	\$67,200.00
---------------------------------	-------------

Leslie Hooker

November 20, 2015

Leslie Hooker
Buyer I

Date



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:		12/22/2015			
Department:		Finance			
Department Head		Denise Tacke			
Agenda Coordinator (include phone #): Corey Isaacs x7134					
CAPTION					
RFP No. 2015-241-C for a 5 year contract with no City optional renewals for Bank Depository Services to Capital One, NA, and for a 5 year contract with no City optional renewals for Safekeeping Services to The American National Bank of Texas, and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): N/A					
COMMENTS: This item has no fiscal impact since all fees will be netted against interest income. STRATEGIC PLAN GOAL: A contract for Bank Depository Services and Safekeeping Services relates to the City's goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
See attached Recommendation Memo.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation Memo RFP Recap for Bank Depository Services RFP Recap for Safekeeping Services					



Memorandum

Date: December 10, 2015

To: Diane Palmer-Boeck, Chief Purchasing Officer

From: Myra Conklin, Treasurer

Subject: Award Recommendation – RFP No. 2015-241-C, Bank Depository Services, Safekeeping and ATM Services

Bank Depository Services Recommendation: Per the weighted scoring of the proposals received and evaluated for the bank depository services request for proposals as summarized below, I recommend awarding to Capital One, NA as being the best value to the City.

Explanation:

The four member evaluation team from the Accounting, Customer and Utility Billing and Treasury Departments was composed of: the Controller, Customer and Utility Billing Supervisor, Treasurer and Treasury Analyst.

Five proposals were submitted, and the evaluation team ranked items one through four listed below. Pricing was scored through a formula with the lowest price scoring highest.

Proposals were evaluated based on a scale of 0-5 with 0 meaning that bid was non-responsive and 5 meaning that the solution innovatively exceeds all needs:

1. Ability of the proposer to provide the depository services – 40%
2. Cost of the proposed depository services - 40%
3. Experience and success in providing depository service to large municipal governments in Texas -10%
4. Financial strength of the bank - 10%

Capital One, NA ranked the highest overall of the proposers evaluated. JPMorgan Chase Bank ranked second overall. Comerica Bank ranked third overall. The remaining proposer's scores, Frost Bank and The American National Bank of Texas, reflected meeting the needs of the City.

The top three proposers were short-listed to provide a presentation of their proposed product. The demonstration was completed on-site and all proposers were given the same questions regarding their products.

As the evaluation team felt that Capital One, NA presented the best proposals for bank depository services, Purchasing requested a Best and Final Offer from the proposer.

Banking fees will be debited from the depository account and will be offset by interest earnings on the account. If the contract is not awarded, employees, health benefits, worker's compensation and vendors would not be paid; checks, cash, credit card and lockbox payments could not be deposited into the account; and credit cards could not be accepted for the City.

Safekeeping Services Recommendation: Per the weighted scoring of the proposals received and evaluated for the safekeeping services request for proposals as summarized below, I recommend awarding to The American National Bank of Texas as being the best value to the City.

Explanation:

The four member evaluation team from the Accounting, Customer and Utility Billing and Treasury Departments was composed of: the Controller, Customer and Utility Billing Supervisor, Treasurer and Treasury Analyst.

Four proposals were submitted, and the evaluation team ranked items one through 3 listed below. Pricing was scored through a formula with the lowest price scoring highest.

Proposals were evaluated based on a scale of 0-5 with 0 meaning that bid was non-responsive and 5 meaning that the solution innovatively exceeds all needs:

1. Ability of the proposer to provide the safekeeping services – 45%
2. Cost of the proposed safekeeping services - 40%
3. Experience and success in providing depository service to large municipal governments in Texas -15%

Frost Bank ranked the highest overall of the proposers evaluated. However, when the City began to negotiate a contract with Frost Bank, Frost Bank stated that they did not have inside counsel to review the contract and would not sign the City's contract. Therefore, the City then went to the number two ranked bank.

The American National Bank of Texas ranked second overall. The American National Bank meets the needs of the City for these services.

The remaining proposer's scores, Comerica Bank and Capital One, NA, reflected meeting the needs of the City for these services as well.

As the evaluation team felt that The American National Bank of Texas presented the best proposal for safekeeping services, Purchasing requested a Best and Final Offer from the proposer.

Safekeeping fees will be invoiced to the City and are offset by interest earnings on the general ledger. If the contract is not awarded, the City would be unable to purchase securities for the investment portfolio.

ATM Services Recommendation: Per the weighted scoring of the proposals received and evaluated for the ATM services request for proposals as summarized below, I recommend that current services with LegacyTexas Bank be continued.

Explanation:

The four member evaluation team from the Accounting, Customer and Utility Billing and Treasury Departments was composed of: the Controller, Customer and Utility Billing Supervisor, Treasurer and Treasury Analyst.

Two proposals were submitted by Comerica Bank and Capital One, NA. Comerica Bank's award of ATM services was dependent on also being awarded depository services. Capital One, NA did not provide a service level guarantee. Thus, it was decided that the current vendor's contract would be renewed.

CITY OF PLANO

RFP No. 2015-241-C

RFP for Bank Depository Services, Safekeeping & ATM Services

RFP Recap for Bank Depository Services

Proposal Opening Date/Time: June 10, 2015 @ 10:00 AM

Number of Vendors Notified: 2,434

Vendors Submitting "No Bids": 0

Number of Proposals Submitted: 5

<u>Vendor Name</u>	<u>Proposal</u>
Capital One, NA	\$(33,722.62)
Comerica Bank	\$(15,392.03)
JP Morgan Chase Bank	\$9,020.78
Frost Bank	\$11,067.31
The American National Bank of Texas	\$29,226.28

<u>Best and Final Offers Requested</u>	<u>Amount</u>
Capital One, NA	\$(33,722.62)

Recommended Vendor(s):

Capital One, NA with their Best and Final Offer of \$(33,722.62).

Corey Isaacs

Corey Isaacs, Buyer II

December 10, 2015

Date

CITY OF PLANO

RFP No. 2015-241-C

RFP for Bank Depository Services, Safekeeping & ATM Services

RFP Recap for Safekeeping Services

Proposal Opening Date/Time: June 10, 2015 @ 10:00 AM

Number of Vendors Notified: 942

Vendors Submitting "No Bids": 0

Number of Proposal Submitted Non-Responsive: 1

Number of Proposals Submitted: 4

<u>Vendor Name</u>	<u>Proposal</u>
The American National Bank of Texas	\$108,098.70
Comerica Bank	\$318,490.80
Capital One, NA	\$385,806.35

<u>Best and Final Offers Requested</u>	<u>Amount</u>
The American National Bank of Texas	\$108,098.70

Recommended Vendor(s):

The American National Bank of Texas with their Best and Final Offer of \$108,098.70.

Corey Isaacs

Corey Isaacs, Buyer II

December 10, 2015

Date



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:		12/22/2015		
Department:		Engineering		
Department Head		Caleb Thornhill		
Agenda Coordinator (include phone #): Corey Isaacs x7134				
CAPTION				
Bid No. 2016-0048-B for the Municipal Building Third Floor Renovation for Facilities Services to KC Construction Services, Inc., in the amount of \$162,911, 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:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		1,516,817	2,346,183	650,000
Encumbered/Expended Amount		-1,516,817	-320,551	0
This Item		0	-162,911	0
BALANCE		0	1,862,721	650,000
FUND(S): CAPITAL RESERVE FUND				
<p>COMMENTS: Funding is available for this item in the 2015-16 Capital Reserve CIP. Renovation of the Municipal Center Third Floor, in the amount of \$162,911, will leave a current year balance of \$1,862,721 available for future expenditures related to the Municipal Center facility or other facility related expenditures.</p> <p>STRATEGIC PLAN GOAL: Renovating existing space to meet current requirements of multiple city departments relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
See attached Recommendation Memo.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Recommendation Memo				
Bid Recap				



Memorandum

Date: November 23, 2015
To: Corey Isaacs, Buyer
From: Richard Medlen, Facilities Maintenance Superintendent
Subject: Municipal Building –Third Floor Renovation – Bid #2016-0048-B

I have reviewed the bids submitted for the Municipal Center Third Floor Renovation and recommend award to the lowest, responsive, responsible bid submitted by KC Construction Services, Inc., for the amount of \$162,911.05. Additional bids were received from Criterion Contractors, Inc., for \$191,750.00, RKM General Contractors for \$211,875.00, and Denco Construction Specialists for \$216,838.00. Also, one vendor KBR is deemed non responsive for not submitting the required (5%) bid bond as required. This project is required for several departments reconfiguration.

The funding for this project is in Capital Reserve Account #54424.

Please contact me if you have any questions.

/liw

cc: Jim Razinha
Matt Yager
Earl Whitaker
Jim Parrish
Karen Rhondes
Denise Tacke

CITY OF PLANO

Bid No. 2016-0048-B

Municipal Center Third Floor Renovation

Bid Recap

Bid opening Date/Time: November 20, 2015 @ 1:30 PM

Number of Vendors Notified: 866

Vendors Submitting "No Bids": 0

Number of Bids Submitted Non-Responsive: 1

Number of Bids Submitted: 5

<u>Vendor Name</u>	<u>Total Base Bid</u>
KC Construction Services, Inc.	\$162,911.05
Criterion Contractors, Inc.	\$191,750.00
RKM General Contractors	\$211,875.00
DENCO Construction Specialists	\$216,838.00

Recommended Vendor(s):
KC Construction Services, Inc. \$162,911.05

Corey Isaacs

Corey Isaacs, Buyer II

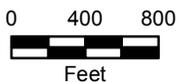
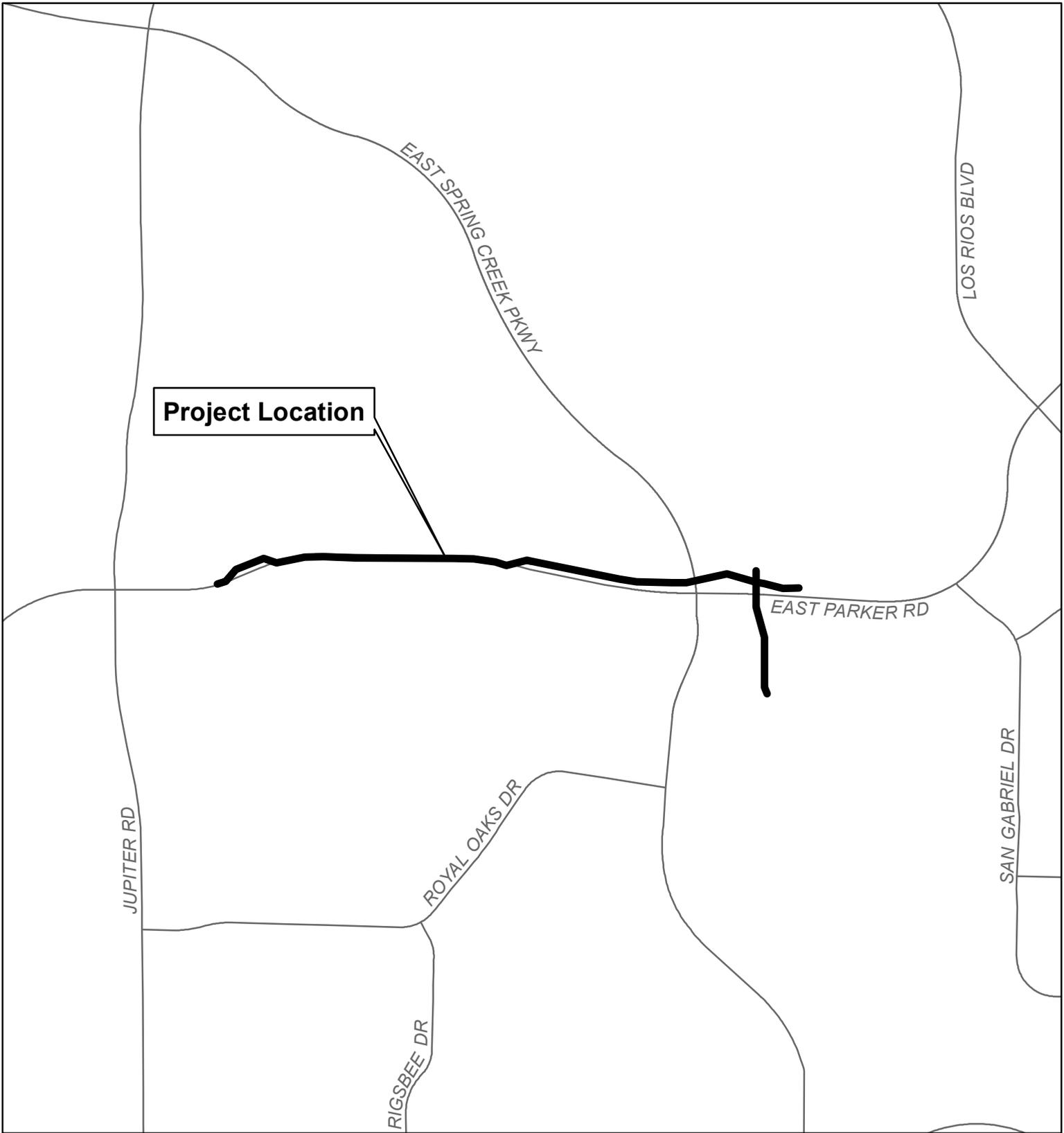
November 25, 2015

Date

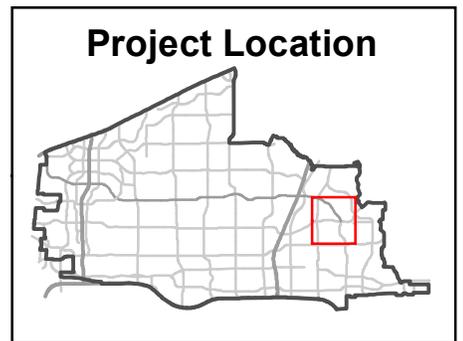


**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/22/15		
Department:		Engineering		
Department Head:		B. Caleb Thornhill, PE		
Agenda Coordinator (include phone #):		Kathleen Schonne(7198)		Project No. 6345
CAPTION				
Bid No. 2016-0061-B for the Brown Branch 27 and 48 Inch Sewer Interceptor Capacity Improvements Project No. 6345 to Mountain Cascade of Texas, LLC, in the amount of \$4,523,291, 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: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	198,722	4,918,488	0	5,117,210
Encumbered/Expended Amount	-198,722	-73,448	0	-272,170
This Item	0	-4,523,291	0	-4,523,291
BALANCE	0	321,749	0	321,749
FUND(S): SEWER CIP				
<p>COMMENTS: Funding is available for this item in the 2015-16 Sewer CIP. Construction of sanitary sewer improvements, in the amount of \$4,523,291, is expected to leave a current year balance of \$321,749 for future expenditures on this or other Sewer CIP projects.</p> <p>STRATEGIC PLAN GOAL: Constructing sanitary sewer improvements to better provide services to utility customers relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Staff recommends the bid of Mountain Cascade of Texas, LLC, in the amount of \$4,523,291.00, be accepted as the lowest responsible bid, conditioned on timely execution of any necessary contract documents.				
The second low bid was from Quality Excavation, Ltd., in the amount of \$4,600,751.00.				
The engineer's estimate was \$4,700,000.				
The purpose of this project is to construct sanitary sewer improvements.				
List of Supporting Documents: Location Map, Bid Recap			Other Departments, Boards, Commissions or Agencies N/A	



**Brown Branch 27 and 48 Inch
Sanitary Sewer Interceptor
Project No. 6345**



CITY OF PLANO

Bid No. 2016-0061-B

Brown Branch 27 and 48 Inch Sewer Interceptor Capacity Improvements – Project No. 6345

Bid Recap

Bid opening Date/Time: December 1, 2015 @ 3:00 PM

Number of Vendors Notified: 7,368

Vendors Submitting “No Bids”: 0

Number of Bids Submitted: 6

<u>Vendor Name</u>	<u>Total Base Bid</u>
Mountain Cascade of Texas, LLC	\$4,523,291.00
Quality Excavation, Ltd.	\$4,600,751.00
John Burns Construction Company of Texas, Inc.	\$4,683,240.00
S.J. Louis Construction of Texas, Ltd.	\$5,001,551.50
Ark Contracting Services, LLC	\$5,152,162.00
Atkins Bros. Equipment Co., Inc.	\$9,073,155.00
<u>Recommended Vendor(s):</u>	
Mountain Cascade of Texas, LLC	\$4,523,291.00

Corey Isaacs

Corey Isaacs, Buyer II

December 4, 2015

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:		12/22/15		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Lincoln Thompson (Ext. 7376)				
CAPTION				
To approve the purchase of two (2) John Deere 7700A Fairway Mowers for Fleet Services to be utilized by the Parks and Recreation Department in the amount of \$121,787 from Austin Turf and Tractor through an existing TASB/BuyBoard contract and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 447-14)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	110,000	0	110,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-121,787	0	-121,787
BALANCE	0	-11,787	0	-11,787
FUND(S): EQUIPMENT REPLACEMENT FUND				
COMMENTS: Funds are available in the FY 2015-16 Adopted Budget to purchase two (2) John Deere 7700A Fairway Mowers for the scheduled replacement of unit #04165 and unit #04166 in Cost Center #673/Golf Course Maintenance. The additional funds of \$11,787 needed for this purchase are available from savings in other Equipment Replacement Fund purchases. STRATEGIC PLAN GOAL: Providing two (2) John Deere 7700A Fairway Mowers for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TASB/BuyBoard Contract No. 447-14 / City of Plano Internal Contract No. 2016-102-O)				
List of Supporting Documents: Recommendation Memo Cooperative Quote Recap		Other Departments, Boards, Commissions or Agencies NA		



Memorandum

Date: November 24, 2015
To: Bruce D. Glasscock, City Manager
From: Reid Choate, Fleet Manager
Subject: Fairway Mower Purchase Recommendation

It is the recommendation of Fleet Services to purchase two (2) John Deere 7700A Fairway Mowers from Austin Turf and Tractor, through TASB/BuyBoard Contract No. 447-14 in the amount of \$121,786.62. Fleet Services and Purchasing have reviewed multiple Cooperative Contracts and found this to be the best value for the City.

This purchase is for the replacement of unit 04165 and 04166 in Cost Center 673/Golf Course Maintenance.

These units are in need of major repairs and Fleet has deemed it is not cost effective to make the repairs. Equipment replacement is analyzed based on age, usage, maintenance cost and re-sale value in determining the need for replacement. If this unit is not replaced we will incur additional maintenance cost and salvage value will be greatly depreciated. In addition, the user department will be limited in their ability to perform their duties due to additional down time of the older equipment.

Feel free to contact me if you have any questions at extension 4182.

**CITY OF PLANO
BID NO. 2016-102-O
TWO (2) FAIRWAY MOWERS
COOPERATIVE QUOTE RECAP**

Number of Vendors Contacted: 3

Vendors Submitting "No Bids": 0

Bids Deemed Nonresponsive: 0

Number of Quotes Submitted: 3

Austin Turf & Tractor Two (2) John Deere 7700A Precision Cut Fairway Mowers with Five (5) John Deere QA7 Verticut Reels	\$121,786.62
Luber Bros. Two (2) Jacobsen LF570 Fairway Mowers with Five (5) Jacobsen LF570 Verticut Reels	\$123,445.00
Professional Turf Products Two (2) Toro Reelmaster 5510-D Fairway Mowers	\$127,400.06

Apparent Low Cooperative Quote:

Austin Turf & Tractor Two (2) John Deere 7700A Precision Cut Fairway Mowers with Five (5) John Deere QA7 Verticut Reels	\$121,786.62
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

November 23, 2015

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:		12/22/2015		
Department:		Public Works/David Falls		
Department Head		Gerald P. Cosgrove		
Agenda Coordinator (include phone #):				Proj. No. 6684
CAPTION				
Approval of an Engineering Professional Services Agreement between the City of Plano and Pipeline Analysis, LLC in the amount of \$48,550 for CMOM Self-Audit and authorizing the City Manager or his designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	125,400	0	125,400
Encumbered/Expended Amount	0	0	0	0
This Item	0	-48,550	0	-48,550
BALANCE	0	76,850	0	76,850
FUND(S): WATER & SEWER FUND				
<p>COMMENTS: This item approves price quotes for engineering professional services agreement for Public Works Administration related to the development of the Capacity, Management, Operations and Maintenance (CMOM) plan. The estimated amount to be spent in FY 2015-16 for this item is \$48,550.</p> <p>STRATEGIC PLAN GOAL: Contracts for professional service agreements relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>The Public Works Department recommends the award of this engineering contract to Pipeline Analysis, LLC in the amount of \$48,550. This contract will evaluate the City of Plano Sanitary Sewer system. It will look at Capacity, Management, Operations and Maintenance (CMOM). The City of Plano is working with the North Texas Municipal Water District and the 12 wastewater member cities to develop a model CMOM plan. This contract will develop a City of Plano specific plan.</p> <p>The CMOM audit is an evaluation of programs the City carries out to meet the wastewater needs of the public. Then a work plan is developed to address program deficiencies discovered by the audit review. Completion of the audit and resulting work plan will result in a more effective and efficient wastewater system.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Contract				

CMOM SELF-AUDIT

PROJECT NO. 6684

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 **CMOM SELF-AUDIT** project located in the City of Plano, Collin and Denton 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.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional

license. All such professional services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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 SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND

ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, TO THE EXTENT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM ARISES OUT OF OR IS OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY OBLIGATIONS OWED BY THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, AND REPRESENTATIVES, IN THE PERFORMANCE OF THIS AGREEMENT.

IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ENGINEER AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ENGINEER'S LIABILITY.

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
Attn: Gerald P. Cosgrove
P.O. Box 860358
Plano, TX 75086-0358

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
Attn: James H. Forbes, Jr.
1115 Main Street
Garland, TX 75040

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin or Denton County, 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 Company

BY: 
James H. Forbes, Jr.
PRESIDENT

CITY OF PLANO, TEXAS

DATE: 12-7-15

DATE: _____ BY: Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 7th day of December, 2015, by **JAMES H. FORBES, JR.**, President, of Pipeline, Analysis, LLC, a Texas Limited Liability Company, on behalf of said company.





Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____, 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

BACKGROUND

The approach to the Capacity, Management, Operation and Maintenance (CMOM) Plan is organized around the City's objectives for this project:

- Anticipated EPA Requirements regarding CMOM Plan preparation
- Reduction in Sanitary Sewer Overflows
- Cost controls and Least Cost Alternatives
- Attainment of long-term Infiltration/Inflow solutions
- Collection System Capacity Assurance
- Regulatory compliance
- Sustainability of Program Elements
- Customer satisfaction

GENERAL INFORMATION

The CMOM Plan is a guidance document that provides a central location for current City practices, standard operating procedures, responsibilities and methods that will be used to update operating procedures and monitor the effectiveness of wastewater collection system programs.

OBJECTIVES

This project will address the following objectives:

- Prepare a CMOM Plan that follows the 2005 EPA CMOM Guidance Document and addresses the key elements that relate to the City of Plano wastewater collection system
- CMOM Plan will provide for sustainability and monitoring of various program elements
- CMOM Plan will be used to monitor the effectiveness of various CMOM elements on an annual basis and revise the CMOM when applicable

BASIC SERVICES

Objectives and Background

Under this solicitation, Pipeline Analysis, LLC (Consultant) will perform professional engineering services for the City of Plano. Specific assignments to be performed by the consultant under this solicitation include assistance to develop a Capacity,

Management, Operation, and Maintenance (CMOM) Plan. These services will consist of engineering analysis to address requirements of wastewater collection system inspection, evaluation, planning, information management, training, and reporting needed for asset management and regulatory compliance related to sanitary sewer overflows (SSOs), CMOM, and development of best management practices (BMP's) for collection system operation and maintenance (O&M). For purposes of this solicitation the wastewater collection system is considered to include gravity sewers, pump stations, force mains, and supporting services and facilities owned by the City of Plano.

The CMOM Plan is intended to provide a structured plan for collection system management in order to optimize system performance, provide sustainability and develop specific plans for capital improvement and maintenance activities needed to operate, manage, and maintain the collection system to minimize SSO's.

CMOM guidelines being forwarded by EPA require that wastewater utilities: 1) properly manage, operate and maintain all parts of the collection system; 2) provide adequate capacity to convey base and peak flows; 3) take all feasible steps to stop and mitigate the impact of SSOs; 4) provide notification to affected parties in the event of an overflow; and 5) document the CMOM program.

CMOM Project Description

Development of the CMOM Plan will utilize information compiled by the City of Plano to the fullest extent possible. The program will include two parts. The first is completion of a CMOM Self-audit of current management, operating, and maintenance programs of the wastewater collection system using the information provided by the City of Plano. The CMOM audit is not an infrastructure or engineering assessment but rather an evaluation of programs the City carries out regularly to meet the needs of the public. The second is development of a work plan to address program deficiencies discovered by the audit review. The consultant will be expected to perform the audit, facilitate the development of a written plan to address deficiencies, and report on the findings.

The consultant will lead the effort and assist the City through the audit process by identifying the steps needed to successfully complete the audit, identifying and assisting with data collection, helping establish performance measures for each of its operating functions, verifying data, and preparing an audit report and summary of results and recommendations. If deficiencies are discovered in the audit, as a second task the consultant will facilitate the development of a plan to address these deficiencies. The consultant will arrange and conduct meetings of City staff to formulate the plan. This plan is likely to include several aspects of information technology relating to documenting, reporting and sustaining the multiple CMOM operating programs to the satisfaction of regulatory agencies.

The City currently has a number of successful support programs that may need to be integrated into the overall framework of the CMOM Plan. The following program activities have been identified as having functions needed on an on-going basis as part of the program:

Engineering Services Agreement

**CMOM Self-Audit
Project No. 6684**

Exhibit A – Page 2

- Geographic Information System (GIS) - Provides an inventory of installed piping, pipe size, and material.
- Computerized Management and Maintenance System (CMMS) - used for generation of CMOM reports and tracking documents, spare part inventories, maintenance schedules, and training records to the extent possible.
- Hydraulic Modeling - Verification of hydraulic capacity of the system.
- Planning efforts
- O&M Manuals - Review existing O&M Manuals to facilitate repairs and maintenance of equipment.
- Record Drawings and Specifications
- Computer Aided Drafting and Design (CADD) files of plans.
- Condition Assessment status including Closed-Circuit Television (CCTV) Inspections
- Supervisory Control and Data Acquisition (SCADA) - SCADA information may be used to identify pump station capacity and maintenance problems and direct preventative maintenance operations.
- Hot spot cleaning program and system-wide cleaning program
- SSO Reporting
- Budgeting and Accounting –Review system used for tracking of capital and O&M expenditures and costs.
- Property Accounting - Verification of total value of assets and remaining service life.
- Sanitary Sewer Evaluation Survey (SSES)
- Customer Information System (CIS)
- FOG Program documentation
- Overflow Response Plan documentation
- Applicable Standard Operating Procedures

Project Elements

The project is anticipated to include the following specific tasks or elements that will be undertaken:

1.1. Prepare CMOM Self-Audit

The consultant shall, with assistance from City staff, facilitate and complete a CMOM Self-Audit using the USEPA's Region IV CMOM Self-Audit/Self-Disclosure program, components of the USEPA SSO draft rule (including CMOM and Asset Management (AM) business practices) and the EPA 2005 CMOM Guidance Document. Development of the City's CMOM will involve participation of various departments within the City. Key individuals within the City will be identified to participate in the CMOM development.

CMOM Framework Development - The consultant shall describe interactions with the City required to develop the CMOM framework incorporating asset management business practices where appropriate. Documentation of O&M Practices - Inspect, inventory, evaluate, and document the City's existing management, operations, and maintenance programs. Develop programs to assess the effectiveness of the City's management, operation, and maintenance of the wastewater collection system by benchmarking best work practices in the collection system and establishing performance criteria. Best work practices benchmarking will identify operational improvements in order to increase efficiency and savings, protect public health and safety, and provide rapid response to the most urgent needs. Review of current procedures for operating pump stations.

1.2. Gap Closure Plan

The consultant shall prioritize activities needed to address any deficiencies revealed in the Self-Audit and develop a Gap Closure Plan(s) in coordination with City staff and project goals. These activities may include:

- Gap Analysis Report - Determine Gaps in City programs for CMOM when compared with USEPA CMOM guidance documents. A detailed description of the gaps for each program element shall be developed and presented in the CMOM Report.
- Gap Closure Strategies - Develop strategies for addressing gaps. The report will include recommended Gap Closure Projects including resources, estimates and schedule for implementing each.
- Implementation Plan for Gap Closure - Develop an implementation plan(s) for gap closure projects including resources, budget, and schedule for implementation, if required.
- Condition Assessment Evaluation - A review and recommendation for the condition assessment program for sewer system evaluation, inspection, and rehabilitation will be evaluated. The assessments will include tracking of SSO's, infiltration and inflow (I/I) assessments, CCTV assessments, smoke testing, dye testing, capacity assessments, structural assessments, and other programs needed to assess the condition and identify defects within the existing collection system.
- Hydraulic Review – To establish capacity assurance a review of the hydraulic modeling effort will be summarized to fulfill this CMOM requirement.
- O&M Program Review including hot spot cleaning efforts and methods.
- Critical Parts Inventory - Review program to identify critical parts needed for system operation and maintenance of an adequate spare parts inventory.

- Training Review- Collection System Staff training program review.
- Review programs to train City staff on proper system inspection, O&M procedures, and use of supporting software, record keeping, and compliance reporting.
- BMP and SSO Abatement Programs - Develop Best Management Practices (BMP) and SSO Abatement reviews. Includes documenting of current pump station flow balancing practices and other historical BMPs such as cleaning, de-rooting, televising, code enforcement, and trenchless rehabilitation, and development of recommended rerouting and control alternatives.
- Overflow Response Plan - Review the City's current Overflow Response /Lift Station power failure Response Plan and recommend improved procedures if applicable. Prepare written plan to be incorporated into CMOM.
- Fat, Oil and Grease (FOG) Plan – Review existing FOG program and prepare written plan to be incorporated into CMOM.
- Ordinance Review - Review sewer use ordinances, grease ordinance, pre-treatment program or other legal documents needed to address pretreatment standards and to address proper installation, testing, and inspection of new and rehabilitated sewer systems.
- Compliance and Reporting Review including performance indicators to track CMOM effectiveness

1.3. Draft/Final CMOM Plan Report

Consultant will prepare one (1) hard copy and one (1) reproducible electronic copy of the Draft CMOM Plan. Review comments will be incorporated into the Final Report and five (5) copies submitted to the City along with five (5) reproducible electronic copies on DVD attached to each report. The final report will address the following major areas:

- TCEQ/EPA Reporting
- Engineering Design
- Satellite Communities
- Sewer Use Ordinances
- Organizational Structure
- Internal Communications
- Budgeting
- Training
- Safety
- Customer Service
- Equipment and Collection System Maintenance
- Equipment Parts Inventory
- Management Information System
- System Mapping
- Internal CCTV Inspection

- Sewer Cleaning
- Manhole Inspection and Assessment
- Pump Stations
- Capacity Assessment
- Tracking SSOs
- Overflow Emergency Response Plan and Lift Station Power Outage Response Plan
- FOG Plan
- Hydrogen Sulfide Monitoring & Control

CITY'S RESPONSIBILITIES

So as not to delay the services of ENGINEER, the CLIENT will provide the following in a timely manner. Engineer will schedule a site visit to gather available information for inclusion in the CMOM Self-audit report.

Provide Existing Data – The City of Plano will provide to ENGINEER after an initial meeting to detail the requests, at no cost applicable reports and data including, but not limited to the following (if applicable):

1. Provide access to key City staff as necessary for interviews
2. Population trend for past 10 years
3. Annual flow trend for past 10 years
4. Collection system asset summary (number of manholes, mainline sewer, force main, lift stations, etc.)
5. Customer complaints by category (for last 5 years)
6. Number of Stoppages on public system (for last 5 years)
7. Number of stoppages on private system (for last 5 years)
8. Collection System Maintenance Equipment inventory
9. SSO historical database spreadsheet including cause (i.e., rainfall, grease, roots, obstruction, collapse, privately owned or municipal)
10. SSO reports to TCEQ and EPA if applicable
11. Feet of sewer cleaned per year
12. Feet of sewer CCTV'd per year
13. Manholes inspected per year
14. Lift station condition reports
15. ARV inspection frequency and condition reports
16. Repairs by City crews to system (Point repairs, linear feet replaced, manholes)
17. Repairs by outsourced contractor(s) (Point repairs, linear feet replaced, rehabilitation, manholes, lift stations, force main)
18. Average response time to SSO or customer complaint
19. List of current CIP Projects

20. List of CIP 5 year plan
21. SSO Response Plan (if available)
22. FOG program status and inspection summary
23. FOG Manual (if available)
24. Lift Station Summary of Maintenance
25. Current Organizational Chart and detailed staffing job descriptions
26. Equipment inventory summary
27. Safety manual (if available)
28. Training and safety completed in 2014 including CEU's by employee
29. Access to overflow records, hydraulic model reports, maintenance records, etc.

Existing data delivered to the ENGINEER by the CLIENT remains the property of the CLIENT and must be returned to the CLIENT after completion of the PROJECT.

EXHIBIT "B"

SCHEDULE OF WORK

The Engineer's services shall be performed in a timely manner consistent with sound professional practices.

The time limits set forth in the schedule shall include allowances for reasonable and expected review time by the CITY and approval by authorities having jurisdiction over the PROJECT, and shall not be allowed as cause for delay or adjustments to the schedule. Delays in the design critical path caused by review times by the CITY or a permitting agency exceeding those anticipated by the Engineer's schedule are cause for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

The Engineer shall begin work within 10 days of receipt of the executed CONTRACT and written Notice to Proceed. The Engineer will complete the work according to the following schedule:

CMOM Plan Schedule

The entire project will be completed within 120 days of the notice to proceed. The City of Plano will provide a location for the CMOM Engineer to meet and will provide access to various staff for interviews and follow-up discussions. Engineer will schedule interviews with staff, as needed, to minimize the impact on daily operations.

<u>ACTIVITY</u>	<u>Start/End Day</u>
Anticipated Notice To Proceed	1
Task 1 - Preliminary Phase	1/14
Task 2 - CMOM Interviews/Analysis	15/45
Task 3 – CMOM Plan Pre-submittal Report	46/90
Task 4 - CMOM Plan Final Submittal Report	90-120

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

The City shall compensate the Engineer for services performed for the City under this Contract. The total cost to perform the work outlined in this scope of services will be a lump sum not to exceed \$48,550. Monthly billings will be prepared based on the percentage of project completion.

EXHIBIT "D"

ENGINEERING

INSURANCE

INSURANCE: (Review this section carefully with your insurance coverage 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 | \$150,000 medical, safety program |
| <input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program | Complete entry No. 26
Minimum \$500,000 each occurrence
\$1,000,000 general aggregate |
| <input checked="" type="checkbox"/> 4. General Liability | |
| <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 AND
COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of Proline Analysis LLC, a ~~Limited Liability Company~~ organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Proline 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."

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or

- employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
 - (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
 - (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

- A religious organization.
- A political organization.
- An educational institution.
- A branch or division of the United States government or any of its departments or agencies.
- A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.
- A private club that is restricted to members of the club and guests and not open to the general public.
- Is not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

Company Name Pipeline Analysis LLC

By:

Signature

[Handwritten Signature]

Print Name

James H. Forbes Jr

Title

President

Date

12-7-15

STATE OF TEXAS

COUNTY OF DALLAS

§
§
§

SUBSCRIBED AND SWORN TO before me this 7th day of December, 2015

[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:		12/22/15		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
Approval of a Professional Services Agreement between the City of Plano and Davey Resource Group in the amount of \$93,341 for design services for an Urban Forest Master Plan and Urban Tree Canopy Assessment 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:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		598,775	5,127,315	1,780,000
Encumbered/Expended Amount		-598,775	-1,728,305	0
This Item		0	-93,341	0
BALANCE		0	3,305,669	1,780,000
FUND(S): PARK IMPROVEMENTS CIP				
<p>COMMENTS: Funding is available for this item in the 2015-16 Park Improvements CIP. A professional services agreement, in the amount of \$93,341, will leave a current year balance of \$3,305,669 available for future park improvement expenditures.</p> <p>STRATEGIC PLAN GOAL: Obtaining professional services agreement to assess and plan preservation efforts for Plano trees relates to the City's goals of Great Neighborhoods - 1st Choice to Live and a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Trees are one of the City's greatest assets. They filter pollution from our atmosphere, reduce storm water runoff, reduce energy cost, increase the value of our properties, and contribute to our quality of life. Continued development in the north Texas area only increases the need to insure that we are properly monitoring and maintaining our existing tree canopy and strategically adding to that tree canopy as area populations continue to grow.</p> <p>While trees provide many benefits to Plano residents, the City's environment can pose challenges to the health and quality of our trees. The Urban Forestry Master Plan is a comprehensive exercise in assessing Plano's existing urban forest, evaluating management practices, and then developing tree canopy maintenance and planting goals for the future. The tree canopy assessment portion of the plan will be completed using GIS software to determine the total tree canopy in the City and assist in determining the overall condition of our urban</p>				



CITY OF PLANO COUNCIL AGENDA ITEM

forest. It will identify urban heat islands and land uses that need special attention. This information will enable us to create realistic goals for future improvement.

Davey Resource Group was selected through RFP 2015-303-C and is an industry leader in urban forestry management and brings an exceptional level of staff experience and resources to the Urban Forestry Master Plan project. Through proper planning, strategic planting of trees and ongoing maintenance, the City can maintain and expand our urban forest so that it will continue to be an asset to current and future residents.

List of Supporting Documents: Professional Services Agreement	Other Departments, Boards, Commissions or Agencies
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URBAN FOREST MASTER PLAN
PROJECT NO. 6675
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **DAVEY RESOURCE GROUP**, A Division of the Davey Tree Expert Company, an **OHIO** Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Consultant", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Consultant to prepare construction plans, specifications, details and special provisions and to perform other related consulting services in connection with the **URBAN FOREST MASTER PLAN** located in the City of Plano, Collin County and Denton County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Consultant desires to render such consulting 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 Consultant

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

II. Scope of Services

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

VI. Insurance

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

Consultant agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Consultant shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Consultant'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 CONSULTANT 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 THE CONSULTANT'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL'S, NEGLIGENCE, INTENTIONALLY TORTIOUS CONDUCT,

INFRINGEMENT UPON INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONSULTANTS. 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.

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

The Consultant 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 Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of 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 Consultant 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 Consultant shall execute the affidavit shown in Exhibit "E". Consultant 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 Consultant. In the event of such termination, Consultant shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Consultant in connection with this Agreement. Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Consultant's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

City of Plano
Parks Department
Attn: Angela Kralik, Project Manager
P.O. Box 860358
Plano, TX 75086-0358

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

Davey Resource Group
Attn: Emily Spillett, Project Manager
1500 N. Mantua Street
Kent, OH 44240

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 and Denton County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Consultant, 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.

DAVEY RESOURCE GROUP, A Division of
The Davey Tree Expert Company, An Ohio
Corporation, licensed to do business in the
State of Texas

DATE: 11/18/15

BY: 

Jack McCabe
Vice President of DRG Utility Operations

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

OHIO
~~STATE OF TEXAS~~
~~PORTAGE~~ §
COUNTY OF ~~COLLIN~~ §



ALEXANDRA KLUCZAROV
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
May 13, 2018
Recorded in
Portage County

This instrument was acknowledged before me on the 18th day of November, 2015, by **JACK MCCABE, Vice President of DRG Utility Operations, of Davey Resource Group**, A Division of The Davey Tree Expert Company, an **Ohio** corporation, licensed to do business in the State of Texas, on behalf of said corporation.



Notary Public, State of ~~Texas~~ Ohio

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2015, 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

Urban Tree Canopy Assessment and Urban Forest Master Plan

BASIC SERVICES

Phase 1: Research and Information Gathering

A. Kickoff Meeting

The Urban Forest Master Plan will begin with a kickoff meeting that includes our Project Manager, Project Developer, and our Urban Forestry Specialists. For this meeting, we ask that your critical project team members will be in attendance. This includes not only a designated project manager, but any key personnel that might be interacting with DRG throughout this process. At this meeting, we will obtain names and contact information from you for our projected interview candidates. We also hope to begin the task of an online survey early in the process. For this reason, we would hope that your public relations / marketing personnel could be present as well. We want to be sure that we are following your community culture and protocols from the start of the UFMP process. We feel that communication is critical and this meeting will set the tone for the project.

B. Peer Community Outreach

Researching and interviewing peer communities is critical to establishing benchmarks as well as gaining insight into what contributes to the success, or creates challenges, experienced by other municipal forestry programs. We recommend interviewing between five and ten peer communities.

Having completed more than 500 tree inventories and with more than 130 current TreeKeeper tree management software clients, DRG has direct access to many of the leading urban forestry programs in the country. These relationships will allow us to select municipalities whose urban forestry programs have been successful in collecting and analyzing data, as well as using that data to proactively plan for the future of their community's trees.

C. Resource Development

This task will focus on the City of Plano regulations, and policies and procedures that either directly or indirectly have the potential to impact the City's urban forest resource. DRG will begin by identifying all of the documents that meet that criteria. Some of the documents to be included are obvious, but we will want to work closely with the City to identify all of the relevant research material we should be considering.

D. Urban Tree Canopy Assessment

With GIS data already available from the *Urban Heat Island Study*, DRG's GIS Team is able to reduce the time required to complete the initial land cover mapping and editing process by more than 70%. Using the existing 2012 land cover layers, DRG will generate a separate tree canopy cover layer by separating the combined existing vegetation class to *woody vegetation and non-woody vegetation* classes for further GIS analysis.

Land Cover Mapping and Editing

Davey Resource Group utilizes three different techniques to generate the "best" extraction results: 1) a segmentation classification approach, 2) an object-based image analysis (OBIA) approach, and 3) LiDAR (Light Detection and Ranging) data analysis, when available. Secondary source data, provided by the client, can also be utilized in combination with these advanced automated processing techniques.

Land Cover Metrics

With the canopy cover extraction complete, and with the creation of a separate layer for tree canopy cover, DRG will use GIS data acquired from the City to apply land cover metrics. The one layer Plano has requested specifically is to assess tree canopy cover by land use. Below are images that show examples of a parcel layer and a land use layer. DRG can apply additional GIS layers for analysis of tree canopy cover related to different datasets and demographics.

Ecosystem Benefits and Mapping

Building on our remote sensing and GIS analysis experience, Davey Resource Group has developed a comprehensive working knowledge of i-Tree and its many applications. From identifying the initial land cover data to mapping and graphing actual ecosystem services for the City of Plano, DRG will utilize a combination of internal analytical processes and i-Tree tools to quantify the value and spatially represent the specific tree canopy ecosystem services of air pollution removal, carbon storage and sequestration, and stormwater mitigation.

i-Tree Hydro Pollution Assessment

Davey Resource Group will use the i-Tree Hydro model to help clarify the impacts of changes in surface cover and vegetation on pollutant load in streams by making use of a statistical parameter known as event mean concentration (EMC). An EMC value represents the flow-proportional average concentration of a given pollutant during a storm event and is measured in units of mass per volume, usually milligrams per liter. EMC can be multiplied by actual flow to estimate the mass of pollutants entering a body of water. Changes in flow resulting from changes in tree canopy cover will be reflected in changes in pollutant load. EMC values will be acquired from Plano's local watershed. If local watershed data is not available, DRG will use national average values.

Priority Planting Site Analysis

At this point, the potential realistic plantable areas will have been identified, but not yet prioritized. While all available planting sites in Plano may ultimately be planted over the next several decades, the trees that are planted in the next several years, should be planned for areas in most need, and where they will provide the most benefits and return on investment.

To identify planting areas that will return the greatest and most diverse amount of benefits to the City, each plantable area was evaluated based on three factors:

- Environmental features / sensitivity (a combination of canopy location related to surface waters and impaired waterways, soil type, floodplains, slope, and forest fragmentation),
- Stormwater issues, and
- Urban heat island concentrations.

Each factor was used to create individual grids that were assigned a value between 0 and 4 identifying priority planting importance from Very Low to Very High. The resulting information was then mapped for individual categories of information, such as urban heat island, stormwater mitigation, and environmental need.

GIS Deliverables

Davey Resource Group delivers all Geographic Information Systems (GIS) data in an Esri ArcGIS® geodatabase in a projected coordinate system that fully integrates with our client's existing GIS software. These datasets will be delivered complete with projection files and metadata using Federal Geographic Data Committee (FGDC) specifications.

All final tables, charts, maps and graphs created by the analysis will be delivered in the final report. All datasets and documentation will be provided as part of the final deliverables so that the process can be replicated. *If selected, the final map booklet will be provided to the City electronically and spiral-bound. Our GIS team offers advanced GIS deliverables that may assist our clients in further understanding and evaluating the data provided such as:

- Imagery obtained / acquired
- Training set data used for classification
- Quality assurance and quality control (QA/QC) error matrix reports
- Land cover layer (vector and raster formats)
- Priority planting site/area feature layer
- Presentation quality map booklet of priority planting locations* (will need to add another line item to cost = \$650 if selected)
- Documentation of all UTC assessment related results including: methodology, statistics, maps, table, and graphs
- Electronic and hardcopies of the final reports

E. Stakeholder Interviews

As written documentation is only a portion of our research, we will also obtain lists and contact information for City of Plano staff, key City supporters, elected officials, and other stakeholders that share an interest and / or responsibility for the urban forest. We will again rely heavily on the City to provide direction on the internal and external stakeholders we should include in this task. Some City departments were mentioned specifically in the draft scope and timeline

provided by the City, we will finalize this list with Plano's approval prior to scheduling any stakeholder interviews.

Having previously conducted many of these types of projects, DRG has a proven methodology that includes developing a standard set of questions that will be asked during these interviews. These questions do not preclude additional discussion that might be pertinent, but they do allow for consistency in research. In addition, if a critical stakeholder's schedule makes it difficult to conduct the interview, an email survey can take the place of a face-to-face interview. We develop our questions around the following items:

- Protocols and processes
- Use of available tools
- Relationships and conduct for working together (inter and intra-departmentally)
- Reviewing procedures for development applications when trees are involved
- Projects and planning including Capital Improvement projects
- Ordinances that can impact the management and growth of the urban forest
- Conflict, cohesion, and collaborative efforts affecting the urban forest and its stakeholders
- Utility challenges and opportunities

Public participation and interviews, including identified partnerships, will be similar to internal interviews. These external stakeholder meetings will be similar to the internal stakeholder meetings. They will include a series of questions that are pertinent to the research and the goals of the management plan and will be conducted in person.

If desired, *and we recommend this*, an online survey to gather public input about the urban forest is an outstanding tool for gaining an understanding public sentiment. We will work with Plano's public relations department to develop this and upload to the City's website. We can develop media contact to draw citizens to the survey for better participation.

F. Community Meetings

We suggest that a minimum of four take place; three to gather input, and one to show results and create buy-in from the public. With the assistance of the City, we can assure that there is an abundance of opportunity for public input. When conducting the meetings, DRG follows a very simple plan:

1. Reveal the results of the resource development - in this case we anticipate the City's existing tree inventory, recently completed i-Tree Eco study, and the potential for an Urban Tree Canopy Assessment. This includes helping the community understand the value and benefits the urban forest provides in economic, environmental, and social terms.
2. Help understand what might be missing in Plano's urban forest and guide community members to understand what the role of the stakeholders is in growing and supporting this sustainable resource.
3. Allow the community members to give guided input on what is important to them in the development of the urban forest.

Phase 2: Formulate Recommendations, Review and Feedback

A. Analyzing the Research to Develop the Plan

Through the research, we uncover issues that may include both opportunities and challenges within the urban forest. Issues such as inconsistencies in tree management, conflicts with stakeholder groups, elected official understanding are common findings. Other challenges will arise during the research and subsequent analysis.

This task points to the final portion of the plan: developing a monitoring component that will measure the effectiveness of the Master Plan, and provide flexibility to make adjustments where necessary. This can be a methodical and simple follow-up with assignments for review on an annual basis. We see the opportunity for Plano to leverage their local and interdepartmental partnerships to create a dynamic response to addressing the needs of the urban and community forest over time.

B. Project Review and Feedback

The final project review begins with the submittal of what we refer to as a *100% complete draft*. This is a highly collaborative process where the City of Plano and Davey Resource Group will review all plans, goals, and recommendations developed. Once Plano's Team provides their feedback on the complete draft and we reach consensus on the final elements to be included in the plan, we transition into the graphic design phase of the document.

Phase 3: Final Deliverables and Presentations

A. Project Deliverables

As stated in the previous task, we are committed to delivering a dynamic plan that incorporates tree management policy, and supports Plano's long term vision and goals for their urban forestry program. The plan will be formatted for a variety of uses, including but not limited to long range planning, project coordination, forecasting operations budgets, developing new internal and external policies, and a mechanism for stakeholders to understand and acknowledge Plano's strategies for maintaining the health and sustainability of the City's trees.

The document will be narrative text authored by two project specialists. It will incorporate sections on Program, Policy, Management, Design, Planting, Maintenance, Staffing, Public Tree Inventory, Community Participation, and Education. All of those components will lead to plans and goals that will be easily recognizable and achievable. We will incorporate all of our findings from meetings, interviews, and online surveys.

Our urban and community forest master plans have been designed utilizing a modern appearance and visually pleasing palette that includes a well-balanced combination of a narrative document, tables, images, and maps to share and convey the critical information necessary to achieve your objectives. We intend to utilize not only one of our current urban + community forestry specialists to help design the

document, but we also work with a graphic designer to assist in the final layout and design. Design and deliverable concepts can vary. It will be available both in color for Web applications (with dynamic links) and attractively designed in black and white for printing if desired.

B. Presentations

Davey Resource Group has presented many Urban Forest Master Plans to a variety of audiences. We will prepare and deliver a presentation to Plano's Parks and Recreation Department. If desired, DRG also can deliver the same presentation to the Mayor and City Council, or to other City departments.

EXHIBIT B
Completion Schedule
Urban Tree Canopy Assessment and Urban Forest Master Plan

SCHEDULE

The phases outlined in Exhibit A, Scope of Services, will be completed in accordance with the following schedule. Once an official start date has been agreed upon by the City of Plano and Davey Resource Group, the 120 day period for Phase 1 will begin, followed by two consecutive 90 day periods for Phases 2 and 3.

Estimated Timeline by Month

Phase	1	2	3	4	5	6	7	8	9	10	11	12
1												
2												
3												

EXHIBIT C
Payment Schedule
Urban Tree Canopy Assessment and Urban Forest Master Plan

PAYMENT

The following table outlines the expected investment for each phase of the project, based on the *Scope of Services* described in Exhibit A. Davey Resource Group will invoice monthly for services (or percentage of services) provided as of the invoice date. Payment will be due within 30 days of receipt of the notice.

Urban Tree Canopy Assessment and Urban Forest Master Plan	Investment
Phase 1: Research and Information Gathering*	\$58,262
Phase 2: Formulate Recommendations, Review and Feedback	\$21,171
Phase 3: Final Deliverables and Presentations	\$13,908
Total Investment	\$93,341

**Phase 1 Investment Includes UTC Assessment*

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

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

- 2.1 The Consultant 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 Consultant from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
 - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

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

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

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

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

CONSULTING

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



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC.		NAMED INSURED DAVEY RESOURCE GROUP, A DIVISION OF THE DAVEY TREE EXPERT COMPANY 1500 N. MANTUA ST. KENT, OH 44240
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation does not apply in MN. Coverage is obtained from Workers Compensation Reinsurance Association (W.C.R.A.) as required by the state. Minnesota
 Employers Liability is covered by policy number MWC 30514300. Excess Workers Compensation excludes the Care of Trees, Wolf Tree, and Wetland Studies.

COVERAGE INCLUDES CONTRACTUAL LIABILITY AS RESPECTS ABOVE REFERENCED GENERAL LIABILITY POLICY. COVERAGE SHALL BE PRIMARY TO THE
 ADDITIONAL INSURED AND NOT CONTRIBUTING WITH OTHER INSURANCE AS RESPECTS ABOVE REFERENCED GENERAL LIABILITY POLICY. COVERAGE INCLUDES
 WAIVER OF SUBROGATION ON WORKERS' COMPENSATION COVERAGE.

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of **Davey Resource Group**, a corporation organized under the laws of the State of Ohio, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **Davey Resource Group**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or

- employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

_____ A branch or division of the United States government or any of its departments or agencies.

_____ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

_____ A private club that is restricted to members of the club and guests and not open to the general public.

_____ Is not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

**DAVEY RESOURCE GROUP, A Division of The
Davey Tree Expert Company**

By: 
Signature

JACK MCCABE
Print Name

Vice President of DRG Utility Operations
Title

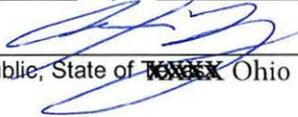
11/18/15
Date

STATE OF ~~TEXAS~~ OHIO §
PORTAGE §
COUNTY OF ~~COVING~~ §

SUBSCRIBED AND SWORN TO before me this 18th day of November, 2015.



ALEXANDRA KLUCZAROV
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
May 13, 2018
Recorded in
Portage County


Notary Public, State of ~~TEXAS~~ Ohio



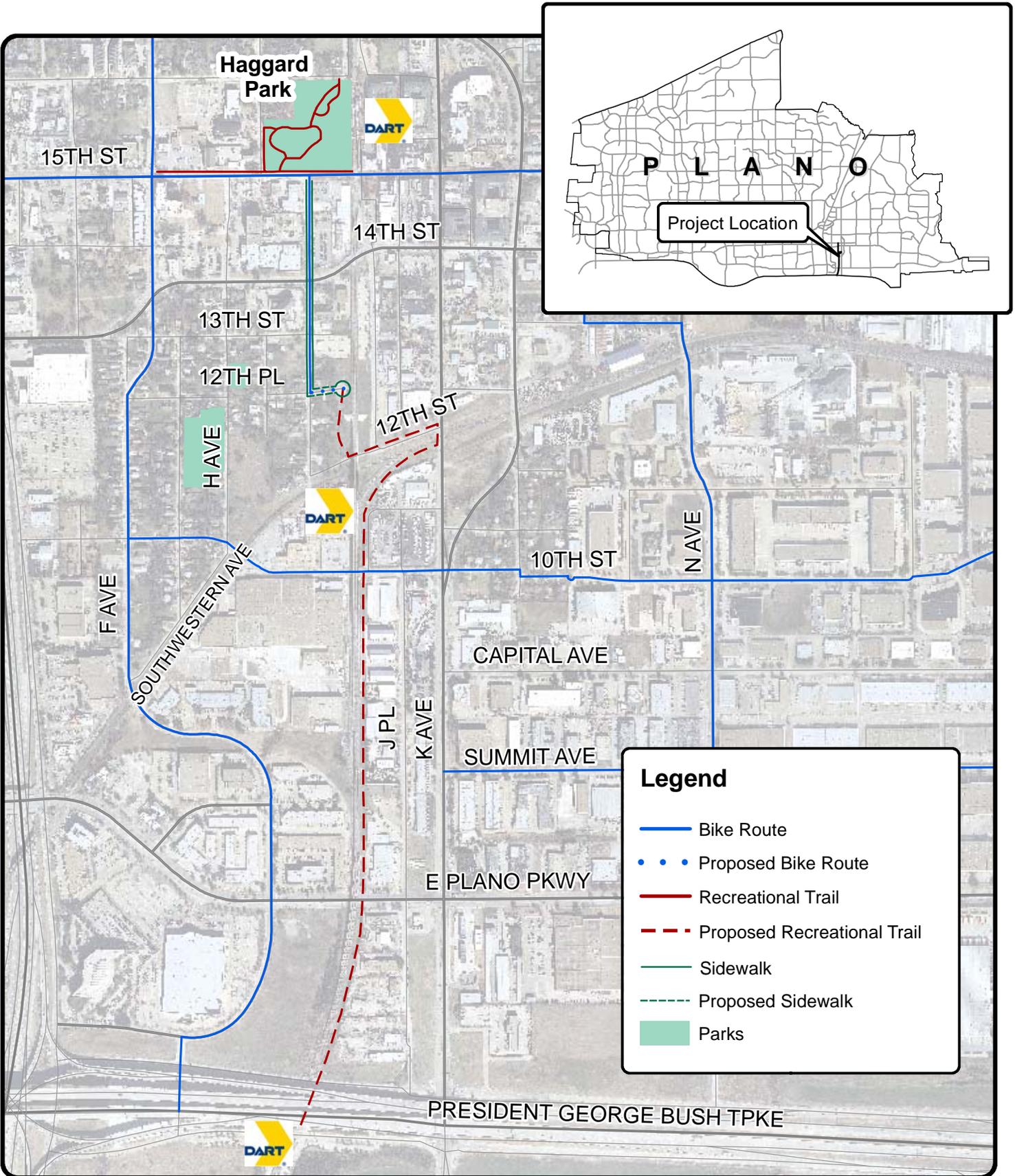
CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/22/15		
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 JBI Partners, Inc. in the amount of \$120,500 for engineering services for the Plano Transit Village Veloweb project 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: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	165,000	2,435,000	2,600,000
Encumbered/Expended Amount	0	-30,263	0	-30,263
This Item	0	-120,500	0	-120,500
BALANCE	0	14,237	2,435,000	2,449,237
FUND(s): PARK IMPROVEMENTS CIP				
<p>COMMENTS: Funding is available for this item in the Park Improvements CIP. The Engineering Services Agreement for the Plano Transit Village Veloweb project, in the amount of \$120,500, will leave a current year balance of \$14,237 available for this or other park improvement projects.</p> <p>STRATEGIC PLAN GOAL: Obtaining professional services to design and oversee construction of Plano trails relates to the City's goals of a Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.</p>				
SUMMARY OF ITEM				
<p>JBI Partners, Inc. will provide engineering services for the preparation of construction documents in compliance with TXDOT and DART design standards. Basic Services include final construction documents and construction phase services. Additional Services include route and topographic survey, Texas Accessibility Standards review, and reimburseables.</p> <p>JBI Partners, Inc. was hired for the master planning, concept and preliminary design phases of this project. Now that preliminary design is approved by TXDOT, the project will enter the final construction document phase. The construction documents fee is \$120,500. The total estimated construction budget for this project is \$2,600,000 with \$1,200,000 in grant funding from TXDOT.</p> <p>Project Location Map: https://goo.gl/qWG02P</p>				



CITY OF PLANO COUNCIL AGENDA ITEM

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



PLANO TRANSIT VILLAGE VELOWEB – PHASE 4

PROJECT NO. 5435.4

**ENGINEERING
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **JBI PARTNERS, 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 **PLANO TRANSIT VILLAGE VELOWEB – PHASE 4** 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.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional

license. All such professional services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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 SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING

DEATH), PROPERTY DAMAGE OR OTHER HARM, TO THE EXTENT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM ARISES OUT OF OR IS OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY OBLIGATIONS OWED BY THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, AND REPRESENTATIVES, IN THE PERFORMANCE OF THIS AGREEMENT.

IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ENGINEER AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ENGINEER'S LIABILITY.

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:

RENEE JORDAN
CITY OF PLANO
PARKS DEPARTMENT
P.O. BOX 860358
PLANO TX 75086-0358

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

CHUCK MCKINNEY
JBI PARTNERS, INC.
SUITE 200 B
16301 QUORUM DRIVE
ADDISON TX 75001

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.

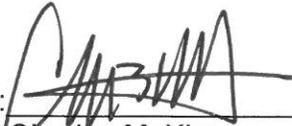
G. Authority to Sign:

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.

JBI PARTNERS, INC.
A TEXAS Corporation

DATE: 11/30/15

BY: 
Charles McKinney
EXECUTIVE VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

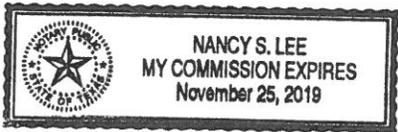
APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 30th day of November, 2015, by **CHARLES MCKINNEY, EXECUTIVE VICE PRESIDENT**, of **JBI PARTNERS, 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 _____, _____, 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



16301 Quorum Drive
Suite 200 B
Addison, Texas 75001

T.972.248.7676
F.972.248.1414

EXHIBIT A

SCOPE OF SERVICES CONSTRUCTION DOCUMENTS PLANO TRANSIT VILLAGE VELOWEB, PHASE 4

Project Understanding

JBI Partners, Inc. (JBI) has been requested by the City of Plano (City) to provide a design service proposal to complete the construction drawings for the proposed Plano VeloWeb trail system, from the Bush Turnpike DART Station to the cul-de-sac at 12th Place.

The design of the trail will be in accordance with the Schematic Design plans prepared by JBI and approved by TxDot, on April 29, 2015.

Scope of Services

SECTION I – BASIC SERVICES

1. Predesign

- A. We will meet with you to discuss the project requirements and standards, review project timelines and schedules and identify the key components and issues related to the project.
- B. Based on the approved Schematic Plans we will prepare a detailed cost estimate for the project.

2. Final Construction Documents

- A. Based on the approved schematic phase documents, JBI will prepare construction drawings for the project. These shall include, but are not limited to, the following:
 - 1) Title Sheet
 - 2) General Notes
 - 3) Estimate and Summary Sheets
 - 4) Horizontal Control Sheets
 - 5) Typical Sections
 - 6) Trail Plan and Profile
 - 7) Intersection Details (5 Intersections)
 - 8) Small Sign Summaries
 - 9) Small Sign Details
 - 10) Signing and Marking Details

- 11) Drainage Area Map
 - 12) Hydrologic and Hydraulic Calculations
 - 13) Drainage Plan and Profile (6 Structures)
 - 14) Storm Sewer Plan and Profile
 - 15) Junction Box Details
 - 16) Retaining Wall Layout
 - 17) Traffic Control Plan (Standards Only)
 - 18) Erosion Control Plan
 - 19) Cross-Sections
 - 20) Miscellaneous Construction Details
 - 21) Rail Road Exhibit 'A'
- B. Standards – Final drawings are to comply with applicable TxDOT, DART, AASHTO and TAS design standards.
- C. The preliminary construction cost estimate will be modified and updated to reflect the construction drawings at the sixty percent (60%), ninety percent (90%) and one hundred percent (100%) completion milestones.
- D. JBI will provide four (4) sets of plans for the City's review and comment at approximate fifty percent (50%), ninety percent (90%) and one hundred percent (100%) complete milestones and will incorporate the City's comments into the plans.
- E. Technical Specifications – JBI will prepare technical specifications for the work included in the construction plans and will assemble a complete project manual, including TxDot required and standard sections. The general and supplementary conditions of the contract, bond forms, etc. shall be provided by the City. JBI will also prepare a bid form and unit price schedule for the proposed project improvements, including, without limitation, material quantities, unit prices, total base bid and alternate items. One (1) set of unbound technical specifications shall be provided to the City.
- F. We will assist with the coordination of submittals of the construction plans to TxDOT, including partial and final complete plan sets, and will work with the City and TxDOT staff for approval of the plans, including incorporating and addressing comments and revisions.
- G. Project Meetings – We will conduct progress meetings with the Parks Department to discuss the project and issues related to the construction documents phase. In addition, we will meet with TxDot, DART or other agencies as necessary to achieve plan final plan approval.

4. Construction Phase Services

- A. Bidding – Based on approved construction documents, JBI will provide bidding services to include the following:
- 1) Attend pre-bid conference and prepare meeting notes;
 - 2) Prepare addenda items (if necessary);

- 3) Answer questions during the bidding process;
 - 4) Review bids, as requested by the City; and
 - 5) Make a recommendation for awarding the construction contract to the low and second low bidder.
- B. Construction Administration – During construction, JBI will perform the following construction administration services:
- 1) Attend pre-construction conference;
 - 2) Review shop drawing, submittals and mock-ups as required;
 - 3) Respond to contractor Requests For Information (RFI);
 - 4) Make periodic site visits, as required, to observe contractor progress (not continuous site inspection) to determine if the work is proceeding in general accordance with the Contract Documents (a total of eight (8) site visits are anticipated). *Neither JBI nor any sub consultant guarantee the performance of any contractor and shall have no responsibility for furnishing materials or performing any work on the project;*
 - 5) Prepare punch list of items to be completed or corrected;
 - 6) Provide consultation concerning the work in progress;
 - 7) Perform final inspection review; and
 - 8) JBI shall attend progress meetings and record meeting minutes for distribution.
- C. As-Built Plans – Based on the Contractor's records and provided information, as well as our field observations, JBI will prepare a set of as-built plans showing the approximate location of constructed improvements. This does not include full field survey of all constructed improvements.

SECTION II – ADDITIONAL SERVICES

1. Trail Route and Topographic Survey Verification– JBI will perform an on-the-ground survey to verify and update the previously surveyed proposed trail route topography. This survey will show the locations of all existing site features and improvements, including those added or changed since the original survey was prepared, along with their spot grades and elevations. Site features include existing paving, railroad facilities, visible utilities, drainage structures, trees, etc.
2. Texas Accessibility Standards – JBI will submit a full-sized set of construction documents to the Texas Department of Licensing and Regulation or an independent contract provider approved by the City for Texas Accessibility Standards review and will work with their staff for plan approval and final project inspection. Based on the plans review, JBI will revise the construction documents accordingly.
3. Reimbursable Expenses (Not to Exceed \$6,500.00) – Reimbursable expenses are those incurred by JBI or the sub consultants, which are not included in our basic or additional services. These costs will be invoiced at a cost of 1.10 times the actual expense incurred unless otherwise specified. This budget of six thousand five hundred dollars (\$6,500.00) will not be exceeded by JBI without the formal written approval of the City of Plano. These costs include all reasonable and necessary expenses which are chargeable to the work which, in

general, include expenses for printing of plans, long distance communication charges, travel, delivery, other reproduction services, and similar incidentals (City submittal and City plan review fees are not included).

SECTION III – EXCLUSIONS

1. Exclusions – The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include the following:
 - 1) Construction staking;
 - 2) Field survey outside the defined project area;
 - 3) Environmental impact statements or assessments;
 - 4) Platting services;
 - 5) Consulting services by others not included in this proposal;
 - 6) Services beyond those described in Section I or Section II;
 - 7) CLOMR or LOMR reports or submittal to FEMA;
 - 8) Hydrologic or hydraulic studies;
 - 9) Corps of Engineer permitting;
 - 10) Wetlands determination/delineation;
 - 11) Renderings beyond those to show design intent;
 - 12) As-built field surveys; and
 - 13) Pedestrian activated or signalized crossing.

2. Information to be provided by the City
 - 1) All available “as-built” plans including all pertinent paving, drainage and utility plans for the trail and surrounding developments (includes proposed or existing);
 - 2) The City shall coordinate all right-of-entry for surveys necessary for the final design; and
 - 3) The City shall coordinate all approvals with other City departments, TxDot and DART.

3. JBI Drawing Standards
 - 1) All drawing file coordinates will be Datum NAD83, North Texas Zone; and
 - 2) JBI will provide the City AutoCAD files with a separate file for each plan sheet, and will have all X-Refs within that file bound to that particular sheet file.



16301 Quorum Drive
Suite 200 B
Addison, Texas 75001

T.972.248.7676
F.972.248.1414

EXHIBIT B
COMPLETION SCHEDULE
CONSTRUCTION DOCUMENTS
PLANO TRANSIT VILLAGE VELOWEB, PHASE 4

Schedule

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

A detailed project schedule based on the actual contract start time showing all tasks and subtasks will be provided for review and approval prior to the project kick-off meeting.

Item 1.	Predesign and Up dated Survey	6 Weeks
Item 2.	Final Construction Plans	30 Weeks
	Total Project Design Time	36 weeks

*City review time and the Construction Phase are not included in the schedule.

**JBI PARTNERS, INC.
HOURLY FEE SCHEDULE**

<u>Title</u>	<u>Hourly Rate</u>
Principal/Associate	\$155 - \$250
Sr. Project Manager – Engineering	\$155
Project Manager – Engineering	\$140
Sr. Project Engineer	\$125
Project Engineer	\$110
Sr. Design Engineer	\$105
Design Engineer	\$90
Sr. Design Technician	\$100
Design Technician	\$85
Sr. CAD Technician	\$90
CAD Technician	\$70
Sr. Project Surveyor	\$130
Project Surveyor	\$110
Sr. Survey Technician	\$100
Survey Technician	\$80
2-Man Survey Crew	\$130
3-Man Survey Crew	\$150
Sr. Project Manager – Landscape Architecture	\$140
Project Manager – Landscape Architecture	\$125
Sr. Landscape Architect	\$120
Landscape Architect	\$105
Sr. Landscape Designer	\$95
Landscape Designer	\$80
Sr. Land Planner	\$120
Land Planner	\$80
Sr. Construction Manager	\$150
Construction Manager	\$120
Sr. Construction Estimator	\$100
Construction Estimator	\$80
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.)

<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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of **JB PARTNERS, INC.**, a corporation organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **JB PARTNERS, 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."

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or

- employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic.”

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

_____ A branch or division of the United States government or any of its departments or agencies.

_____ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

_____ A private club that is restricted to members of the club and guests and not open to the general public.

_____ Is not an “employer” under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

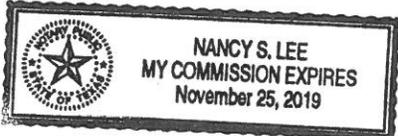
I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

JBI PARTNERS, INC.
By: [Signature]
Signature
Charles B. McKinney
Print Name
Executive Vice President
Title
11/30/15
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 30th day of Nov., 2015

[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:		12/22/15		
Department:		Engineering		
Department Head:		Caleb Thornhill, PE		
Agenda Coordinator (include phone #): Kathleen Schonne (7198)				Project No. 6652
CAPTION				
To approve a Professional Services Agreement by and between the City of Plano and BW2 Engineers, Inc., in the amount of \$108,900, for Dallas North Estates No. 2 Paving and Water Improvements; 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: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	135,000	1,122,000	1,257,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-108,900	0	-108,900
BALANCE	0	26,100	1,122,000	1,148,100
FUND(S): STREET IMPROVEMENTS CIP & WATER CIP				
<p>COMMENTS: Funding is available in the Street Improvements CIP and Water CIP for this item. Professional engineering services for the Dallas North Estates No. 2 project, in the amount of \$108,900, will leave a current year balance of \$26,100 for other Street and Water projects in the 2015-16 fiscal year.</p> <p>STRATEGIC PLAN GOAL: Obtaining professional engineering services for upcoming CIP projects relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This agreement includes professional engineering services necessary for the design and construction of the Dallas North Estates No. 2 Paving and Water Improvements to include street reconstruction and water line replacement at the following locations:</p> <ol style="list-style-type: none"> 1. Fernwood Drive - Westwood Drive to Edgefield Drive (1,100 foot length) 2. Glenwick Drive - Westwood Drive to Edgefield Drive (1,000 foot length) 3. Aldridge Drive - Westwood Drive to Edgefield Drive (1,000 foot length) <p>The engineering firm, BW2 Engineers, Inc., was deemed most qualified based upon their 2015 statement of qualifications and short list presentation.</p> <p>The contract fee is for \$108,900.00 and is detailed as follows:</p>				
BASIC SERVICES				
1. Research and Data Collection		\$	2,500	
2. Design Survey		\$	9,300	
3. Right of Way and Easements Requirements		\$	1,500	
4. Preliminary Design, including Drainage Study		\$	48,500	
5. Final Design		\$	32,250	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

6.	Bid Phase	\$	4,500
7.	Construction Administration	\$	5,500
8.	Construction Control Survey	\$	1,250
TOTAL BASIC SERVICES			\$105,300.00

SPECIAL SERVICES

a.	Right of Way Documents (1 @ \$900/ea.)	\$	900
b.	Temporary Easement Documents (2 @ \$900/ea.)	\$	1,800
c.	Permanent Easement Documents (1 @ \$900/ea.)	\$	900
TOTAL SPECIAL SERVICES			\$ 3,600.00

TOTAL FEE \$108,900.00

Funding is available from the 2015-16 Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$1,300,000.00.

<https://www.google.com/maps/@33.0170872,-96.7227754,17z?hl=en>

List of Supporting Documents:

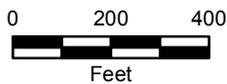
Location Map; Professional Services Agreement

Other Departments, Boards, Commissions or Agencies

N/A

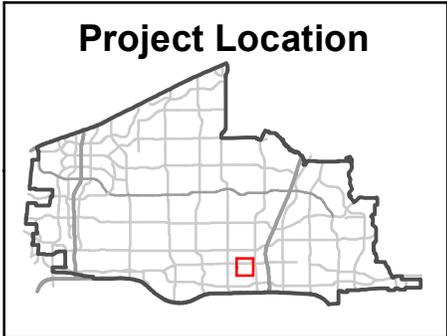


georgetau C:\Projects\Engineering\Locator\Maps\11-24-2015_Project 6652 Dallas North Estates 2\Dallas North Estates 2.mxd



**Dallas North Estates No. 2
Paving and Water Improvements
Project No. 6652**

City of Plano GIS Division
November, 2015



**DALLAS NORTH ESTATES NO. 2
PAVING AND WATER IMPROVEMENTS**

PROJECT NO. 6652

**ENGINEERING
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **BW2 ENGINEERS, INC.**, a **TEXAS "S"** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

W I T N E S S E T H:

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 **DALLAS NORTH ESTATES NO. 2 PAVING AND WATER IMPROVEMENTS** 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.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. All such professional services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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 SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, TO THE EXTENT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM ARISES OUT OF OR IS OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY OBLIGATIONS OWED BY THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, AND REPRESENTATIVES, IN THE PERFORMANCE OF THIS AGREEMENT.

IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ENGINEER AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ENGINEER'S LIABILITY.

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

Attn: James Caswell, P.E.
Senior Engineer

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

BW2 Engineers, Inc.
1919 South Shiloh Road, Suite 500
Garland, Texas 75042

Attn: James Waldbauer, P.E.
President

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.

BW2 ENGINEERS, INC.

A Texas "S" Corporation

DATE: _____

BY: _____

James Waldbauer, P.E.
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____

Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2015, by **JAMES WALDBAUER, P.E., PRESIDENT** of **BW2 ENGINEERS, INC.**, a **TEXAS** "S" 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 _____, 2015, 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

DALLAS NORTH ESTATES NO. 2 PAVING AND WATER IMPROVEMENTS PROJECT NO. 6652 CIP NO. 31162

PROJECT DESCRIPTION:

Reconstruction of existing street, sidewalks and drive approaches including replacing 8-inch water line for: (1) Fernwood Drive – Westwood Drive to Edgefield Drive (approximately 1,100 linear feet), (2) Glenwick Drive – Westwood Drive to Edgefield Drive (approximately 1,000 linear feet) and (3) Aldridge Drive – Westwood Drive to Edgefield Drive (approximately 1,000 linear feet). Drainage study will evaluate current storm drain system for potential upsizing only within the limits of the street design replacement. Survey will extend 100 feet up all side streets.

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

- Thoroughfare Standards Rules & Regulations

- Manual for the Design of Water & Sanitary Sewer Lines

- Standard Construction Details

- NCTCOG Standard Specifications for Public Works Construction
–Third Edition -1998

- Special Provisions to Standard Specifications for Public Works
Construction - 1997

- Sample Plan Set

- Parks Department Standard Details for Landscaping and
Irrigation

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 the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be shown and referenced by utility name (i.e. Oncor Elec., Verizon Telephone, Atmos Gas, etc.). Franchise utilities shall be located by the utility or Dig Tess, and field markings (e.g. paint, flagging) will be picked up by survey.
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design and 20' beyond the apparent right-of-way. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline and at all driveways or other critical locations. Cross sections are for project design review and quantity takeoffs and will be a part of the preliminary and final construction plan sets.
5. When underground utilities are exposed by City, tie to project control baseline.
6. 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 sheet(s). Scale 1" = 100'.
 - Quantity sheet with sheet by sheet quantity breakdown.
 - Typical sections and detail sheets.
 - Construction phasing and temporary traffic control sheets. Scale 1" = 20' (scale may be reduced with approval)
 - Paving plan and profile sheets for street improvements. Scale 1" = 20' H; 1" = 5' V.
 - Drainage area maps for street improvements. Scale 1" = 100'. These are required for inclusion if improvements are proposed as a result of the aforementioned drainage study.
 - Storm drain improvement plan and profile sheets. Scale 1" = 20'; 1" = 5' V. Required for inclusion if determined to be needed as a result of the aforementioned drainage study.
 - Water line replacement sheets. Scale 1" = 20'. Waterline profiles are not required for lines 8" and smaller. Water lines must be shown in profile where conflicts exist (for example at crossing points with storm drain or sanitary sewer).
 - SWPPP/Erosion Control sheets meeting EPA and City of Plano requirements. Scale 1" = 40'.
 - SWPPP Narrative sheet.
 - Existing and proposed buttoning and signage plan sheets. Scale 1" = 40'.
 - Cross-sections. Scale 1" = 20' H; 1" = 2' V.
2. Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.
 3. On rehabilitation projects, verify that the existing streetlights meet City coverage requirements. This involves checking all intersections to be sure a street light is present. If other areas are present where lighting appears to be needed as well they shall be noted. All residential street lighting is direct bury by Oncor Electric, so no foundations or lighting installation is required to be part of the construction contract; services to be provided by Consultant are limited to providing recommendations for any additional lighting deemed necessary by Consultant.
 4. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
 5. Prepare outline of any special technical specifications needed for the project (if any).
 6. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.

7. Submit 5 sets of preliminary plans, and 1 copy of an outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
 - Engineering
 - Public Works
 - Inspectors
 - Transportation
 - Parks (not required for this project)
 - File
8. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
9. Provide a CD-ROM with 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 (as a minimum) the cover sheet, typical sections, paving sheets, utilities and cross sections. If other sheets are ready at this point, they shall be included as well.

F. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Show location of street lights on paving plans. Residential street lights are direct bury by Oncor Electric.
4. Finalize construction plans for proposed improvements.
5. Finalize special technical specifications and special conditions (if any).
6. Incorporate standard details into the construction plans and prepare additional details as required.
7. City shall provide TDLR/Registered Accessibility Specialist (RAS) plan review/coordination services (no such services to be performed by Consultant).
8. Take off final construction quantities and prepare final construction cost estimates.
9. Submit 5 sets of pre-final plans and 1 set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
10. Provide a CD-ROM with an electronic PDF format half size set of the final plans (11" x 17" sheets to scale) to the City for distribution to the franchise utility companies affected by the construction.
11. Incorporate City final comments into the plans and bid documents.
12. If required, attend a utility coordination meeting to start relocation process with affected franchise utilities.

G. Bid Phase Services –

1. Assist the City staff in advertising for bids.
2. Submit 3 sets of final blue line prints, 3 bound copies of the bid documents and 1 unbound original bid document set to the City of Plano.
3. Provide a CD-ROM with an electronic PDF format half size set of the final plans (11" x 17" sheets to scale) to the City for utility distribution and publishing on Bidsync for bidders.
4. Assist City staff in conducting a pre-bid conference, if required.
5. Prepare and distribute addenda to bid documents as necessary.
6. Attend the bid opening and assist City staff as required.
7. Provide bid tabulation to the City of Plano within 4 working days of the bid letting.
8. 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 4 working days of the bid letting.
9. Assist City staff in a pre-construction conference.
10. Furnish eleven (11) full size (22" x 34") and four (4) half size (11" x 17") sets of final construction plans and five (5) sets of the contract documents manual to the City for construction.

H. Construction Administration –

1. Provide up to 1 site visit per month (max. 3 months) by the design engineer with a written inspection report submitted to the City for each visit if requested by the City.
2. Provide written responses to requests for information, review of material data submittals or clarifications.
3. Prepare plan and quantity revisions for use in change orders if requested by the City of Plano. The City of Plano will prepare the actual change order and get it executed by the contractor.
4. Assist the City staff in conducting the final inspection.
5. Recommend final acceptance of work when acceptable.
6. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one (1) 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, or a minimum of one at each end of the project. Provide electronic copy of survey files to Contractor.

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 two (2) temporary construction easements 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 Street, Sidewalk and Utility 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.
5. Set new iron pins at all new corners, PC's and PT's of new right-of-way (not for easements).

EXHIBIT "B"

SCHEDULE OF WORK

**DALLAS NORTH ESTATES NO. 2
PAVING AND WATER IMPROVEMENTS
PROJECT NO. 6652
CIP NO. 31162**

Activity	Completion Time (Calendar Days)
1. Notice to Proceed	0
2. Research and Data Collection	14
3. Design Survey	28
4. Drainage Study / Analysis	14
5. City Review	30
6. Preliminary Design	42
7. City Review	30
8. Final Design (Pre-Final Submittal) / ROW & Easement Documents	35
9. City Review	30
10. Final Design / Documents for Bidding	21
11. City Review	30
12. Advertise for Bids / Receive Bids	30
13. Recommendation	7
14. Prepare Council Agenda	21
15. Council Award	0
16. Prepare / Execute Contract	45
17. Schedule Preconstruction	14
18. Notice to Proceed	14
19. Construction	360

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

**DALLAS NORTH ESTATES NO. 2
PAVING AND WATER IMPROVEMENTS
PROJECT NO. 6652
CIP NO. 31162**

WORK STAGE SUBMITTAL OR COMPLETION	TOTAL
1. Research and Data Collection	\$ 2,500.00
2. Design Survey	\$ 9,300.00
3. Right of Way and Easements Requirements	\$ 1,500.00
4. Preliminary Design, including Drainage Study	\$ 48,500.00
5. Final Design	\$ 32,250.00
6. Bid Phase	\$ 4,500.00
7. Construction Administration	\$ 5,500.00
8. Construction Control Survey	\$ 1,250.00
Total Basic Fee	<u>\$ 105,300.00</u>
9. Special Services –	
a. Right-of-way Document (1 @ \$ 900/ea.)	\$ 900.00
b. Temporary Easement Documents (2 @ \$900/ea.)	\$ 1,800.00
c. Permanent Easement Documents (1 @ \$900/ea.)	\$ 900.00
Total Special Services	<u>\$ 3,600.00</u>
Total Fee	<u>\$ 108,900.00</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	<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 AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of **BW2 Engineers, Inc.**, an "S" corporation organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **BW2 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."

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or

- employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic.”

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

_____ A branch or division of the United States government or any of its departments or agencies.

_____ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

_____ A private club that is restricted to members of the club and guests and not open to the general public.

_____ Is not an “employer” under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

BW2 Engineers, Inc.

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

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:		12/22/15		
Department:		Engineering		
Department Head:		Caleb Thornhill, PE		
Agenda Coordinator (include phone #):			Kathleen Schonne (7198)	
			Project No. 5991	
CAPTION				
To HQS Construction, LLC, increasing the contract by \$57,616 for Split Trail Road – K Avenue to Spring Creek Parkway – Paving, Water and Drainage Improvements, Change Order No. 1. Original Bid No. 2015-347-B.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	414,000	0	414,000
Encumbered/Expended Amount	0	-248,834	0	-248,834
This Item	0	-57,616	0	-57,616
BALANCE	0	107,550	0	107,550
FUND(S): WATER CIP				
<p>COMMENTS: Funding is available in the 2015-16 Water CIP for this item. The first change order to the original construction contract, in the amount of \$57,616, will leave a current year balance of \$107,550 available for future expenditures on Water CIP projects.</p> <p>STRATEGIC PLAN GOAL: Modifying existing contracts to provide for improved project construction relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This change order, in the amount of \$57,616.00, is for the installation of steel casing pipe to allow boring of the proposed water line across the existing paved roadway and several existing high traffic concrete driveways to provide for continuous traffic flow without interruption during the water line installation phase of this project.</p> <p>Staff recommends approval of Change Order No. 1. The contract total will be \$2,755,516.75, which includes change orders of 2.14% of the original contract amount of \$2,697,900.75.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Change Order No. 1			N/A	

CHANGE ORDER NO. 1

**SPLIT TRAIL ROAD – K AVENUE TO SPRING CREEK PARKWAY
PAVING, WATER AND DRAINAGE IMPROVEMENTS**

PROJECT NO. 5991

PURCHASE ORDER NO. 106267

CIP NO. 68174

BID NO. 2015-347-B

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **HQS CONSTRUCTION, LLC**, for the **SPLIT TRAIL ROAD – K AVENUE TO SPRING CREEK PARKWAY - PAVING, WATER AND DRAINAGE IMPROVEMENTS PROJECT**, dated August 24, 2015.

B. DESCRIPTION OF CHANGE

The change order is for installation of steel casing pipe for water line crossings across Split Trail Road and across driveways at Sam's Club and Quick Trip gas and convenience stores. This will enable the proposed water lines to be bored under the roadway and under the driveways to enable traffic flow without interruption during the water line installation. The steel casing was not specifically defined for inclusion in the original bid.

The item to be added is Item 217 – Furnish and Install Steel Encased 8" PVC water line. This item will include: 16" Steel Casing Pipe; 8" PVC carrier pipe; carrier pipe spacers, bore and ream under pavement to allow for 16" steel encasement pipe; grout void between bore holes and encasement pipe from both ends of encasement pipe; extend steel encasement 5 L.F. beyond edge of paving on each side.

C. EFFECT OF CHANGE

This change order will have the following effect on the cost of this project:

<i>ITEM NO.</i>	<i>ITEM DESCRIPTION</i>	<i>ORIGINAL QUANTITY</i>	<i>REVISED QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT OF CHANGE</i>
202	8" PVC water main by open cut	3,270	3,230	LF	\$27.00	-\$1,080.00
203	8" PVC water main by other than open cut	136	0	LF	\$55.00	-\$7,480.00
217	Steel Encased 8" PVC water main by bore	0	176	LF	\$376.00	\$66,176.00
	TOTAL:					\$57,616.00*

*Note: This is funded with the water line CIP Number 68174.

Original Contract Amount	\$ <u>2,697,900.75</u>
Contract Amount (Including Previous Change Orders)	\$ <u>2,697,900.75</u>
Amount, Change Order No. 1	\$ <u>57,616.00</u>
Revised Contract Amount	\$ <u><u>2,755,516.75</u></u>
Total Percent Increase Including Previous Change Orders	<u>2.14%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 0 day(s) to this project:

Original Contract Time	<u>250 working days</u>
Amount (Including Previous Change Orders)	<u>250 working days</u>
Amount, Change Order No. 1	<u>0 working days</u>
Revised Contract Time	<u>250 working days</u>
Total Percent Increase Including Previous Change Orders	<u>0.00%</u>

E. AGREEMENT

In the event of any conflict or inconsistency between the provisions set forth in this Change Order No. 1 and the contract, this Change Order No. 1 shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **HQS CONSTRUCTION, LLC**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated AUGUST 24, 2015.

F. 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.

OWNER: CITY OF PLANO

**CONTRACTOR: HQS
CONSTRUCTION, LLC**

By: _____
(signature)

By: _____
(signature)

Print
Name: BRUCE D. GLASSCOCK

Print
Name: SHAHID RASUL

Print
Title: CITY MANAGER

Print
Title: PRESIDENT

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
PAIGE MIMS, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, _____, by **SHAHID RASUL, PRESIDENT** of **HQS CONSTRUCTION, 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 _____, _____, 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



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:		12/22/2015		
Department:		Technology Services Radio Shop		
Department Head		Carlos Oregon		
Agenda Coordinator (include phone #): Sharron Mason - Ext. 7247				
CAPTION				
To approve an expenditure for three (3) outdoor warning sirens for the Technology Services Radio Shop in the amount of \$73,046 from R & D Communications, Inc. dba American Communications and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	80,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-73,046	0
BALANCE		0	6,954	0
FUND(S): TECHNOLOGY SERVICES FUND				
<p>COMMENTS: Funding is available for this item in the 2015-16 Technology Services budget. The purchase and installation of three outdoor storm sirens, in the amount of \$73,046, will leave a current year balance of \$6,954 available for future expenditures related to maintaining the City of Plano's radio system.</p> <p>STRATEGIC PLAN GOAL: Replacing outdoor sirens that are nearing the end of their useful lives relates to the City's goal of a Safe Large City.</p>				
SUMMARY OF ITEM				
<p>This purchase is deemed sole source pursuant to Chapter 252 Subchapter B Sec 252.022 of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.</p> <p>See Recommendation Memo. (Assigned Contract No. 2016-0098-X)</p>				
List of Supporting Documents: Recommendation of Award Memo			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: 11/11/15
To: Sharron Mason, Sr. Buyer
From: Ron Goldsmith
Subject: Outdoor Warning Siren Speaker Replacements

Technology Services Radio Shop recommends the replacement of siren speakers at #5, 6, and 7. These sites utilize the old style WPS-4000 rotating speaker stacks and will be replaced by the new WPS-2900 Omni-directional speaker arrangement.

Technology Services Radio Shop recommends the award to R & D Communications, Inc. dba American Communications, a sole source provider, in the amount of \$73,046.04.

Failure to replace the sirens, could result in the inability to alert citizens of an impending emergency.

Ron Goldsmith
Radio System Manager



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:		12/22/15		
Department:		Legal		
Department Head		Paige Mims		
Agenda Coordinator (include phone #): Betsy Allen # 7545				
CAPTION				
A Resolution of the City of Plano, Texas designating The Dallas Morning News as the City's "Official Newspaper" for the purpose of publication of legal notices where required by state law and the City Charter; 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:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Designating The Dallas Morning News as the City's "Official Newspaper" is related to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Designating The Dallas Morning News as City's "Official Newspaper".				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City of Plano, Texas designating The Dallas Morning News as the City’s “Official Newspaper” for the purpose of publication of legal notices where required by state law and the City Charter; and providing an effective date.

WHEREAS, in Resolution No. 2014-3-10(R), the City Council designated The Farmersville Times to be the “Official Newspaper” of the City of Plano, Texas; and

WHEREAS, The Farmersville Times does not meet the publication requirements as defined by the City Charter; and

WHEREAS, staff has determined that The Dallas Morning News meets the minimum standards as defined by state law and the City Charter for serving as the “Official Newspaper” of the City for the purpose of publication of legal notices where required; and

WHEREAS, upon full review of all matters attendant and related thereto, the City Council finds it is in the best interest of the public to designate The Dallas Morning News as the City’s “Official Newspaper” for the purpose of publication of legal notices where required by state law and the City Charter.

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

Section I. The City Council of the City of Plano designates The Dallas Morning News to be the City’s “Official Newspaper” for the purpose of publication of legal notices where required by state law and the City Charter, such designation to be effective January 1, 2016.

Section II. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 22nd day of December, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, 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:		12/22/2015		
Department:		City Secretary		
Department Head		Lisa C. Henderson		
Agenda Coordinator (include phone #): Sharon Kotwitz X7120				
CAPTION				
An Ordinance of the City of Plano, Texas, adopting and enacting Supplement Number 113 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:	2015-2016	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 113 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 113; and

WHEREAS, the City Council wishes to adopt the ordinance codification version appearing in Supplement Number 113 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 113 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 December, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, 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:		December 22, 2015		
Department:		Neighborhood Services		
Department Head		Lori Feild Schwarz		
Agenda Coordinator (include phone #): Doris Carter ext. 5350				
CAPTION				
Public Hearing and consideration of a Resolution of the City of Plano, Texas, approving the issuance of Multifamily Housing Revenue Bonds by Capital Trust Agency, a Public Agency, to finance the acquisition, improvement and rehabilitation of Garden Gate Apartments, located at 1201 Legacy Drive, in a principal amount not to exceed \$35,000,000; and declaring 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: 2015-16	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: Approving the issuance of bonds to rehabilitate and improve existing multifamily housing by a third party relates to the City's goal of Partnering for Community Benefit and Great Neighborhoods - 1st Choice to Live.				
SUMMARY OF ITEM				
This item is a public hearing and consideration of the resolution to approve the issuance of bonds by Capital Trust Agency for the acquisition and rehabilitation of Garden Gate Apartments by American Opportunity Foundation/Houston Affordable Housing Corporation. The public hearing and approval process is required by Title 26 Section 147(f) of Internal Revenue Code of 1986. If the resolution is approved, the City of Plano has no liability or obligation for the payment of the bonds.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				
Resolution				



Memorandum

Date: December 11, 2015

To: Bruce D. Glasscock, City Manager

From: Shanette Brown, Community Services Manager

Subject: Garden Gate Apartment Acquisition and Rehabilitation Financing

The Texas Department of Housing and Community Affairs (“TDHCA”) awarded 9% housing tax credits for the construction of Garden Gate Apartments, located at 1201 Legacy Drive, in 1993. The construction was completed in 1995. The 240 unit property is the only low income housing tax credit (LITHC) development within the city of Plano that is for the general population, meaning there are only income restrictions for those seeking to live in the complex. Residency is restricted to those earning 60% or less of the area median income until 2024, when the tax credits expire. For Plano, a four person household with an income of \$42,240 or less qualifies to live in Garden Gate Apartments. The complex offers 80 one-bedroom units, 128 two-bedroom units, and 32 three-bedroom units.

The American Opportunity Foundation/Houston Affordable Housing Corporation, (“The Corporation”), a Texas non-profit 501(c)3 corporation that focuses on affordable housing, has filed an application with the TDHCA to acquire, rehabilitate, and operate Garden Gate Apartments. The Corporation is seeking private activity tax-exempt bond financing through Capital Trust Agency, a Public Agency with bond issuance authority inside and outside the State of Florida, in an amount not to exceed \$35M. The tax exempt bonds allow the Corporation to acquire Garden Gate Apartments and provide necessary repairs to the units and common areas, while setting aside funds for future unit repairs.

The Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) requires the issuer of bonds to communicate its intent and the purpose in a public hearing referred to as a TEFRA Hearing. Moreover, Title 26 Section 147(f) of Internal Revenue Code of 1986, as amended, requires a public approval process prior to the issuance of private activity bonds. Governmental entities having jurisdiction over the area in which a facility seeking private activity bonds is located, must have a public hearing and approve the issuance of such bonds in order for it to be deemed a qualified private activity bond under Title 26 of the Internal Revenue Code. There is no liability or obligation assumed with approval of the issuance of these bonds. The state housing agency is also required to approve the acquisition and rehabilitation of any development financed in whole or part with low income housing tax credits prior to the issuance of bonds, per Title 26 Section 42 of Internal Revenue Code of 1986, as amended.

On Thursday, December 10, 2015, the bond issuer, Capital Trust Agency, held a TEFRA Hearing in the community meeting room of Garden Gate Apartments to inform residents American Opportunity Foundation/Houston Affordable Housing Corporation’s intent to acquire and rehabilitate the complex. The public hearing and consideration of the resolution is to be held at the December 22nd City Council meeting, which will serve as the public hearing and approval process required by Title 26 Section 147(f) of Internal Revenue Code of 1986. If the resolution is approved, the City of Plano has no liability or obligation for the payment of the bonds. The TDHCA Board will consider the filed application at their future meeting, thereby ensuring that the land use restriction agreement (LURA) placed on the housing tax credit financed development will remain in place through the term of the bond issuance. Currently, the LURA expires in 2024. The issuance of new bonds will extend the current LURA past 2024 through the life of the bond issuance, which has not been finalized at this time.

XC: Frank F. Turner, Deputy City Manager
Jack Carr, Assistant City Manager
Lori Feild Schwarz, Director of Neighborhood Services

A Resolution of the City of Plano, Texas, approving the issuance of Multifamily Housing Revenue Bonds by Capital Trust Agency, a Public Agency, to finance the acquisition, improvement and rehabilitation of Garden Gate Apartments, located at 1201 Legacy Drive, in a principal amount not to exceed \$35,000,000; and declaring an effective date.

WHEREAS, the Capital Trust Agency (the "Issuer") is a Public Agency with bond issuance authority inside and outside the State of Florida; and

WHEREAS, AOF Garden Gate Plano, LLC (the "Borrower"), a Texas limited liability company, whose sole member is AOF/Houston Affordable Housing Corp., a Texas nonprofit corporation, is seeking to borrow funds from the Issuer to finance the acquisition, improvement and rehabilitation of an existing multifamily housing residential rental development commonly known as the Garden Gate Apartments located at 1201 Legacy Drive, Plano, Texas 75023; and

WHEREAS, the Borrower has requested that the Issuer distribute multifamily housing revenue bonds ("Bonds") to finance such acquisition, improvement and rehabilitation, in one or more series, at one or more times, in an aggregate principal amount not to exceed \$35,000,000 (the "Plan of Finance"); and

WHEREAS, Garden Gate Apartments was in built in 1995 utilizing Texas Department of Housing and Community Affairs 9% Housing Tax Credits awarded in 1993 and has approximately 240 units of housing for the general population with an annual income at or below 60% of the area median income; and

WHEREAS, pursuant to the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the City Council of the City of Plano, after the required public hearing (the "TEFRA Hearing"), following reasonable public notice, must approve issuance of the Bonds by the Issuer to enable the Bonds to qualify as tax-exempt obligations under the Code; and

WHEREAS, the TEFRA Hearing for the issuance of the Bonds pursuant to the Plan of Finance, required by § 147(f)(2)(B) of the Code, was conducted at 1201 Legacy Drive, Plano, Texas 75023, on December 10, 2015 by a designated hearing officer of the Issuer, following the reasonable public notice published in The Dallas Morning News on November 24, 2015; and

WHEREAS, the City Council constitutes the elected legislative body of the City and therefore qualifies as the applicable elected representative as defined by § 147(f)(2)(E) of the Code.

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

SECTION I. The City Council hereby approves the issuance of the Capital Trust Agency Multifamily Housing Revenue Bonds (The Garden Gate Apartments Project) Series 2016 in one or more series, at one or more times, in an aggregate principal amount not to exceed \$35,000,000, pursuant to the Plan of Finance.

SECTION II. The foregoing approval shall be solely for the purposes of Section 147(f) of the Code, and the City of Plano, Texas shall have no liability or obligation for the payment of the Bonds, nor shall any of its assets be pledged to the payment of the Bonds.

SECTION III. This resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED THIS THE 22ND DAY OF DECEMBER, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

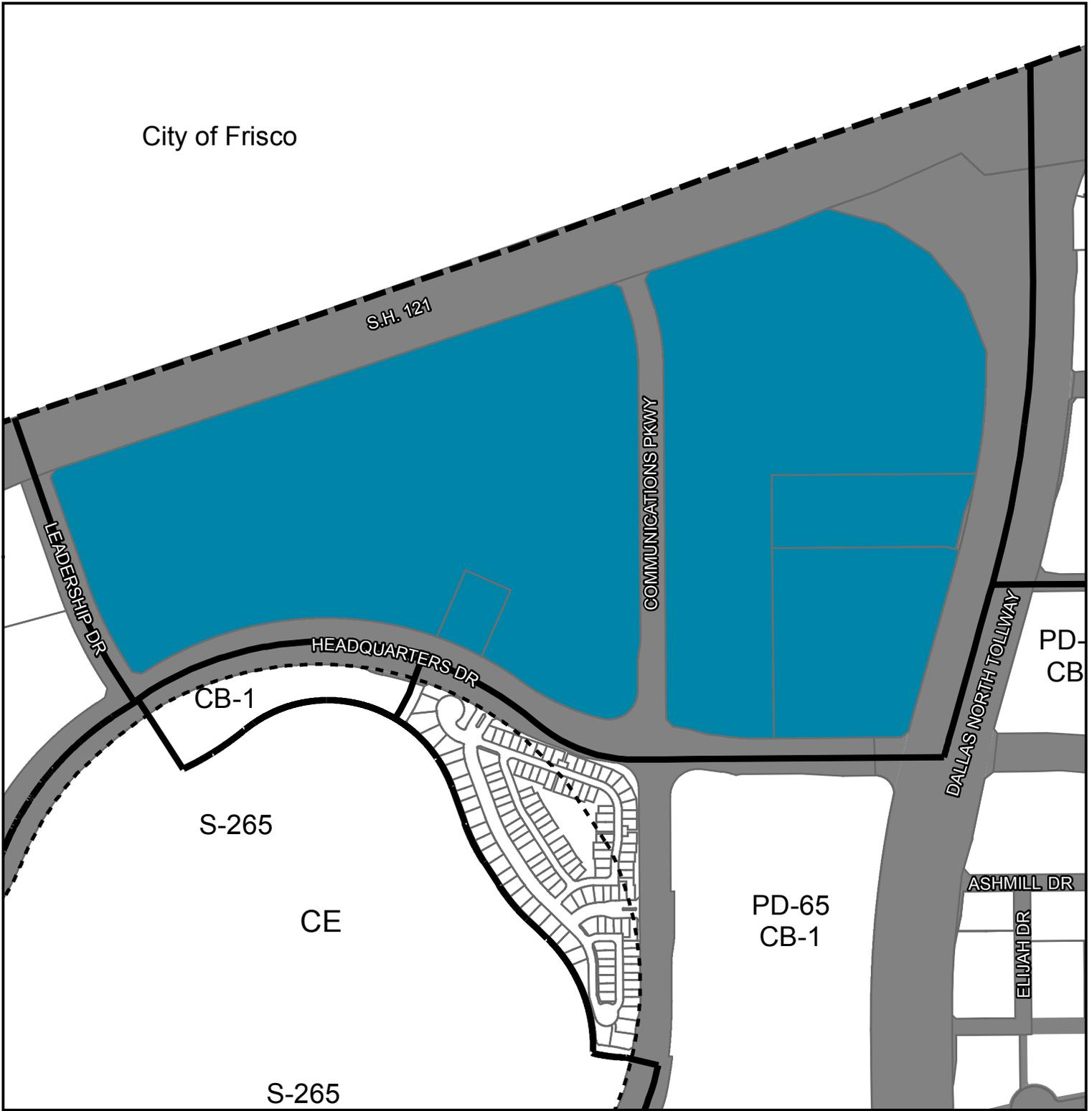
Approved as to form:

Paige Mims, CITY ATTORNEY



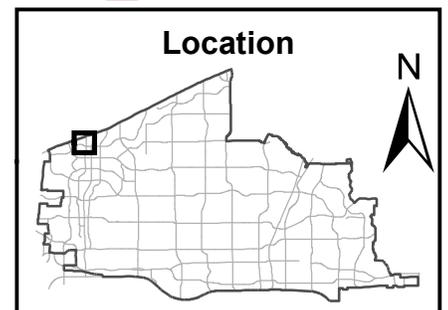
CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/22/15		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): T. Stuckey - Ext. 7156				
CAPTION				
Request to call a Public Hearing to consider amending the zoning requirements for Planned Development-64-Central Business-1 (PD-64-CB-1), located at the southwest corner of the Sam Rayburn Tollway and the Dallas North Tollway, and Planned Development-65-Central Business-1 (PD-65-CB-1), located at the northwest corner of Legacy Drive and the Dallas North Tollway, and on both sides of Legacy Drive east of the Dallas North Tollway. Applicant: SWC Tollway & 121, LLC				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	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: Initiating a public hearing to consider amending zoning requirements in planned development districts relates to the City's goal of Exciting Urban Centers - Destination for Residents and Guests.				
SUMMARY OF ITEM				
The Zoning Ordinance requires that all property owners within a planned development district authorize the submission of a request to amend the zoning regulations that apply within the district. As an alternative, the City Council may initiate the zoning amendment when there are multiple property owners. SWC Tollway & 121, LLC, one of the property owners within both PD-64-CB-1 and PD-65-CB-1, is requesting that the Council initiate certain amendments, as noted in the attached letter. If the Council approves the call for a public hearing, the zoning case will follow the standard public hearing process and be considered first by the Planning & Zoning Commission before coming back to the Council at a future meeting.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Map				
Letter				

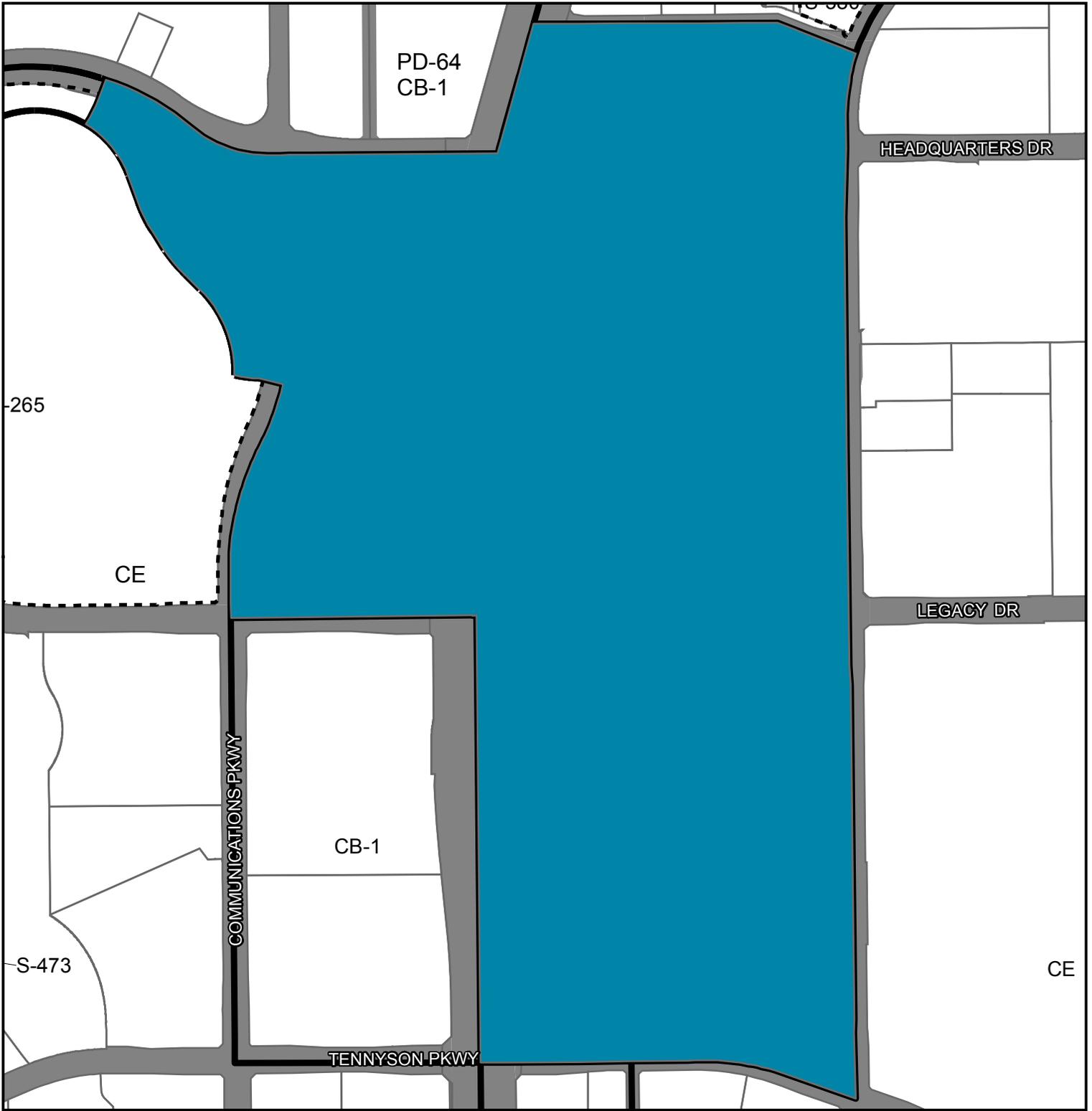


Planned Development-64-Central Business-1

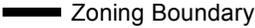
- 200' Notification Buffer
- Subject Property
- Zoning Boundary
- City Limits
- Right-of-Way
- Specific Use Permit

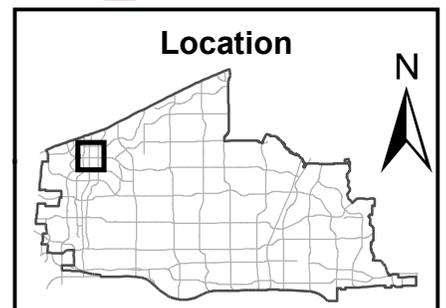


Source: City of Plano Planning Department



Planned Development-65-Central Business-1

-  200' Notification Buffer
-  Subject Property
-  Zoning Boundary
-  City Limits
-  Specific Use Permit
-  Right-of-Way



Source: City of Plano Planning Department

SWC TOLLWAY & 121 LLC

7200 Bishop Road, Suite 250
Plano, Texas 75024
Phone: 214-473-9700

December 11, 2015

Christina Day
City of Plano
1520 K Avenue
Suite 365
Plano, Texas 75074

Re: Request for Public Hearing to Modify PD-64 and PD-65

Dear Christina:

I hereby request that the Plano City Council call a public hearing to initiate zoning amendments to modify PD-64 and PD-65 to permit the following modifications:

In PD 64, the requested changes are:

- Reducing the minimum height for residential development to five (5) stories instead of seven (7) stories.
- Clarify that the distance restriction for residential from DNT and SH-121 is from the ROW line to the building rather than to the property line.
- Clarify that the maximum acreage is ten (10) acres, net of public or private streets and firelanes.

In PD-65, the requested change is:

- To increase the maximum allowed size for digital wall signs from 450 SF to 500 SF.

Since both of these planned development districts have multiple property owners, I am requesting that City Council initiate the zoning amendments on our behalf. All property owners will be notified as part of the zoning process.

Please do not hesitate to contact me if you have any questions. Thank you for your consideration.

Sincerely,

SWC TOLLWAY & 121 LLC,
a Delaware limited liability company

By: Team Legacy Land, LLC,
a Texas limited liability company,
its Manager



By: Felmi Kordon, President