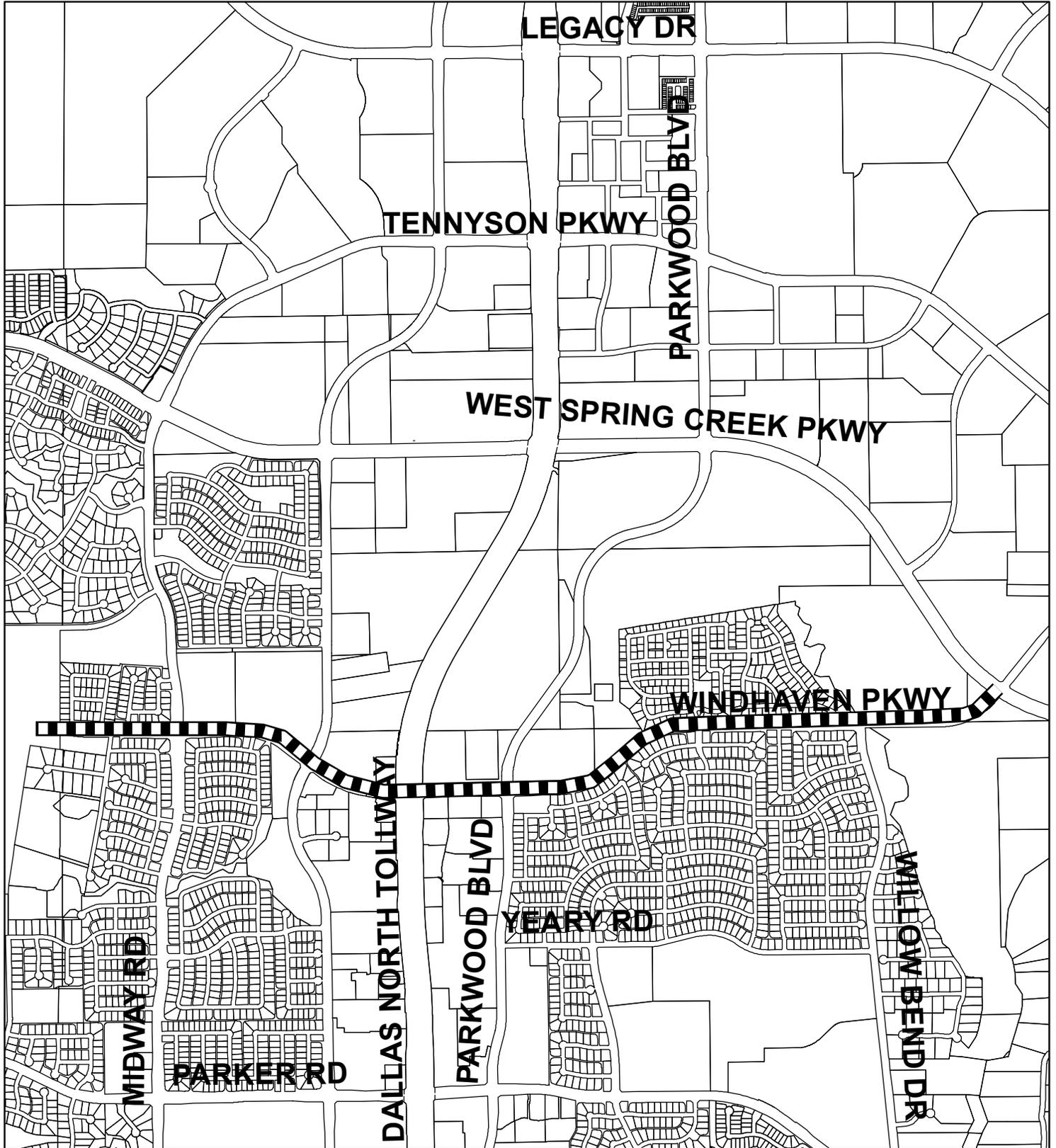




**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		10/13/14			
Department:		Engineering			
Department Head		Jack Carr, P.E.			
Agenda Coordinator (include phone #):		Kathleen Schonne 7198		Project No. 5741	
CAPTION					
To approve and authorize Contract Modification No. 3 for the purchase of additional engineering services for Windhaven Parkway Project No. 5741 in the amount of \$75,000 from Teague, Nall and Perkins, Inc. This modification will provide for engineering services required to conduct the public hearing and make necessary revisions to the final construction plans.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		72,286	3,777,000	0	3,849,286
Encumbered/Expended Amount		-72,286	-26,493	0	-98,779
This Item		0	-75,000	0	-75,000
BALANCE		0	3,675,507	0	3,675,507
FUND(S): STREET IMPROVEMENT CIP					
COMMENTS: Funds are available in the 2014-15 Street Improvement CIP. This item, in the amount of \$75,000, will leave a current year budget of \$3,675,507 available for further expenditures related to the Windhaven – Spring Creek Parkway to City Limits project. STRATEGIC PLAN GOAL: Revising contracts to address pertinent needs of a project relates to the City's goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
Additional design services required for public hearing services and revisions to the final construction plans.					
The original contract amount was \$397,472.00. The Engineering Department is seeking City Council approval of this third modification because we have exceeded 25% of the original contract amount with (Teague, Nall and Perkins, Inc.). The revised contract amount is \$619,953.00.					
https://maps.google.com/maps?q=Windhaven+parkway+%26+Communications+Parkway&hl=en&ll=33.05558,-96.833496&spn=0.046832,0.090895&sll=33.058709,-96.846457&sspn=0.023415,0.045447&hnear=Windhaven+Pkwy+%26+Communications+Pkwy,+Plano,+Texas&t=m&z=14					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map; Modification No. 3			N/A		

Windhaven Parkway- Spring Creek Parkway to West City Limits - Project No. 5741



CONTRACT MODIFICATION NO. 3
WINDHAVEN PARKWAY
(SPRING CREEK PARKWAY TO WEST CITY LIMIT)
PROJECT NO. 5741

PURCHASE ORDER NO. 103313
CIP NO. 31194

This shall serve as a third modification to the Contract between the City of Plano, Texas (hereinafter "City") and Teague, Nall and Perkins, Inc. (hereinafter "Consultant") dated July 28, 2007 for Professional Engineering Services for the reference project (hereinafter "Project").

Services:

This modification amends the scope of services as originally set forth in the contract. Changes to design elements and public involvement services previously approved and authorized, more specifically described as follows:

1. Public Involvement

The Engineer shall:

- a. Perform public involvement activities in accordance with TAC, Title 43, Part 1, Chapter 2 and 36 CFR 800.2.
- b. Develop a plan for public involvement activities. The plan shall specify all activities to be performed and alternatives to be discussed during public involvement activities. Public involvement activities must be carried out in compliance with EO 13166 and EO 12898. The plan shall also discuss outreach strategies for both the general public and targeted strategies for Environmental Justice and Limited English Proficiency populations.
- c. Compile, maintain and update a mailing list of people, agencies and organizations interested in the Transportation Activity.
- d. Assist the City in arranging public meeting and hearing, including the site of the meetings, publishing notices, preparation of exhibits, provision for taping or transcription of proceedings, and any other arrangements as directed by the State.
- e. Submit all legal notices to the State for review no less than two weeks prior to publication.
- f. Arrange and attend a meeting with the State to review all exhibits and other materials to be used prior to public meetings or hearings.

- g. Obtain the State's approval for all legal notices, exhibits, and other materials.
- h. Provide personnel to staff meetings and hearings, including people to perform registration, make presentations, and answer questions. Staffing levels of personnel to be provided shall be identified.
- i. Develop and submit to the State a written summary of the public meeting including when the meeting was conducted, where the meeting was held and who was in attendance. The summary shall also include the comments received and responses to comments, as well as modifications, if any, to the project resulting from comments received. Summary of public involvement shall be included in the environmental document.
- j. Develop and submit to the State a Public Hearing Summary and Analysis Report that consists of: comment and response report, summary and analysis, required certification, verbatim public hearing transcript and other information necessary to evaluate and disseminate information from public hearings. The comment and response report, summary and analysis, and other information shall be sufficiently detailed to provide a full administrative record of questions asked, issues and concerns raised, and responses given during the hearing. The comment and response report, summary and analysis, or other information shall be sufficiently detailed to provide a basis for incorporating all information gathered at public hearings into the environmental document. The final public hearing documentation submitted to the State shall include: Summary and Analysis; Comment and Response Report (including copies of all written comments received and response letters); verbatim transcript and certification signed by the District Engineer.
- k. Develop and send acknowledgement letters and response letters to commenters at public meetings or hearings. The Technical Expert shall not distribute acknowledgement or response letters without prior approval by the State.

Deliverables:

- Public Meeting:
 - Direct Mail list to adjacent property owners
 - Legal notice content
 - Public meeting displays and comment forms
 - Public Meeting Summary Report
- Public Hearing:
 - Direct Mail list (update of public meeting list)
 - Legal notice content (english)
 - Meeting location layout plan
 - Audio and visual equipment
 - Engineer's presentation – PowerPoint in State format
 - Environmental Scientist presentation – PowerPoint in State format
 - Public hearing displays and comment forms

- Audio recording and transcription
- Digital images of the hearing
- Public hearing Summary and Analysis Report

2. Prepare Utility Construction Proposal

The Engineer shall:

- a. Separate the utility construction services from the Federally funded transportation construction and create an additional proposal consisting of plans, specifications, and estimate.
- b. The Windhaven Parkway street proposal is to be edited to reflect the removal of the utility construction bid items.

Deliverables:

- Additional utility construction documents.
- Revised Windhaven Pkwy transportation construction documents.

3. Response to Final Construction Plans (per TxDOT Comments)

<SCOPE OF SERVICES> Additional plan review stages by TxDOT exceeds the original contract scope of services.

The Engineer shall:

- a. Evaluate subsequent TxDOT comments to the 95% plan resubmittal as well as provide a disposition of comments.
- b. Coordinate a resolution to final comments to the plans with TxDOT.
- c. Revise plans and bid proposal items as per the disposition of comments and TxDOT PS&E SOP.

Deliverables:

- Plans 11x17 (15 copies total) with disposition of comments
- Supporting Construction Documents identified in the TxDOT Dallas District PS&E SOP.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed **\$75,000.00**. Such payment shall be made in accordance with the payment terms specified in the Contract.

In the event of any conflict or inconsistency between the provisions set forth in this Modification and the Contract, this Modification 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.

Original Contract Amount	\$	<u>397,472.00</u>
Contract Amount (Including Previous Modifications)	\$	<u>544,953.00</u>
Amount, Modification No. 3	\$	<u>75,000.00</u>
Revised Contract Amount	\$	<u><u>619,953.00</u></u>
Total Percent Increase Including Previous Modifications		<u>55.97%</u>

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.

<u>CITY OF PLANO</u> OWNER	<u>TEAGUE, NALL & PERKINS</u> CONSULTANT
By: _____ (signature)	By: <u>Chris Schmitt</u> (signature)
Print Name: <u>Bruce D. Glasscock</u>	Print Name: <u>Chris Schmitt, P.E.</u>
Print Title: <u>CITY MANAGER</u>	Print Title: <u>PRINCIPAL</u>
Date: _____	Date: <u>9/24/14</u>

APPROVED AS TO FORM:

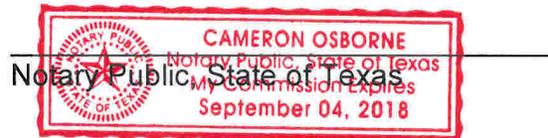
By: _____
Paige Mims, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 24 day of September, 2014, by **CHRIS SCHMITT, P.E., PRINCIPAL**, of **TEAGUE, NALL AND PERKINS, INC.**, a **TEXAS** corporation, on behalf of said corporation.



Cameron Osborne

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2014, 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