



**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:		11/24/2014		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #):			Kathleen Schonne (7198)	
			Project No. 6508	
CAPTION				
To approve a Professional Services Agreement by and between the City of Plano and Arredondo, Zepeda & Brunz, LLC, in the amount of \$529,961, for the Rowlett Creek Cured in Place Pipe project; and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	600,000	7,000,000	7,600,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-529,961	0	-529,961
BALANCE	0	70,039	7,000,000	7,070,039
FUND(S): SEWER CIP				
<p>COMMENTS: Funding is currently available in the Sewer CIP. This item, in the amount of \$529,961, will leave a current year balance of \$70,039 available for further expenditures on the Rowlett Creek Cured in Place Pipe project.</p> <p>STRATEGIC PLAN GOAL: Obtaining professional design services for sewer rehabilitation projects relates to the City's goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This project includes research and data collection, preliminary design, final design, bid phase, and construction related professional engineering services for the rehabilitation of the existing 21-inch to 42-inch diameter reinforced concrete pipe interceptor and manholes. The section of interceptor to be rehabilitated is approximately 5.23 miles (starting at Chase Oaks Boulevard and terminating at the lift station at Los Rios Boulevard). Manholes are to be replaced to meet TCEQ and City of Plano Manual for the Design of Water and Sanitary Sewer Lines requirements. Coordination will be required with the Los Rios Golf Course, Chase Oaks Golf Course, Oak Point Park & Nature Preserve, Bob Woodruff Park, Arbor Hill Nature Preserve, TxDOT, DART, USACE, City of Allen and City of Plano departments.</p> <p>The contract fee is for \$529,961.00 and is detailed as follows:</p>				
Basic Services				
	1. Research and Data Collection.....		\$	92,080.00
	2. Design Survey.....		\$	117,951.00



**CITY OF PLANO
COUNCIL AGENDA ITEM**

3. Preliminary Design.....	\$	102,065.00
4. Final Design.....	\$	69,135.00
5. Bid Phase.....	\$	12,760.00
6. Construction Administration.....	\$	21,970.00
Total Basic Fee	\$	415,961.00

Special Services

1. DART permit	\$	14,000.00
2. TxDOT permit	\$	10,000.00
3. Watters Creek Golf Course Management Meetings	\$	5,000.00
4. City of Allen for Chase Oaks Golf Course Coordination	\$	5,000.00
5. City of Plano/Los Rios/Oak Point Park Coordination - - Two (2) meetings	\$	7,000.00
6. Collin College Coordination - Two (2) meetings	\$	5,000.00
7. Bob Woodruff Park Coordination – Two (2) meetings	\$	5,000.00
8. North Texas Municipal Water District Coordination – Two (2) meetings	\$	5,000.00
9. Perform Two (2) Public Meetings	\$	11,000.00
10. Prepare temporary easement exhibits (verbal description, no survey), if required	\$	24,000.00
11. To verify existing permanent easement within the project limits, an easement layout will be developed, based on available County / City records	\$	13,000.00
12. Odor Control Allowance	\$	10,000.00
Total Special Services	\$	114,000.00

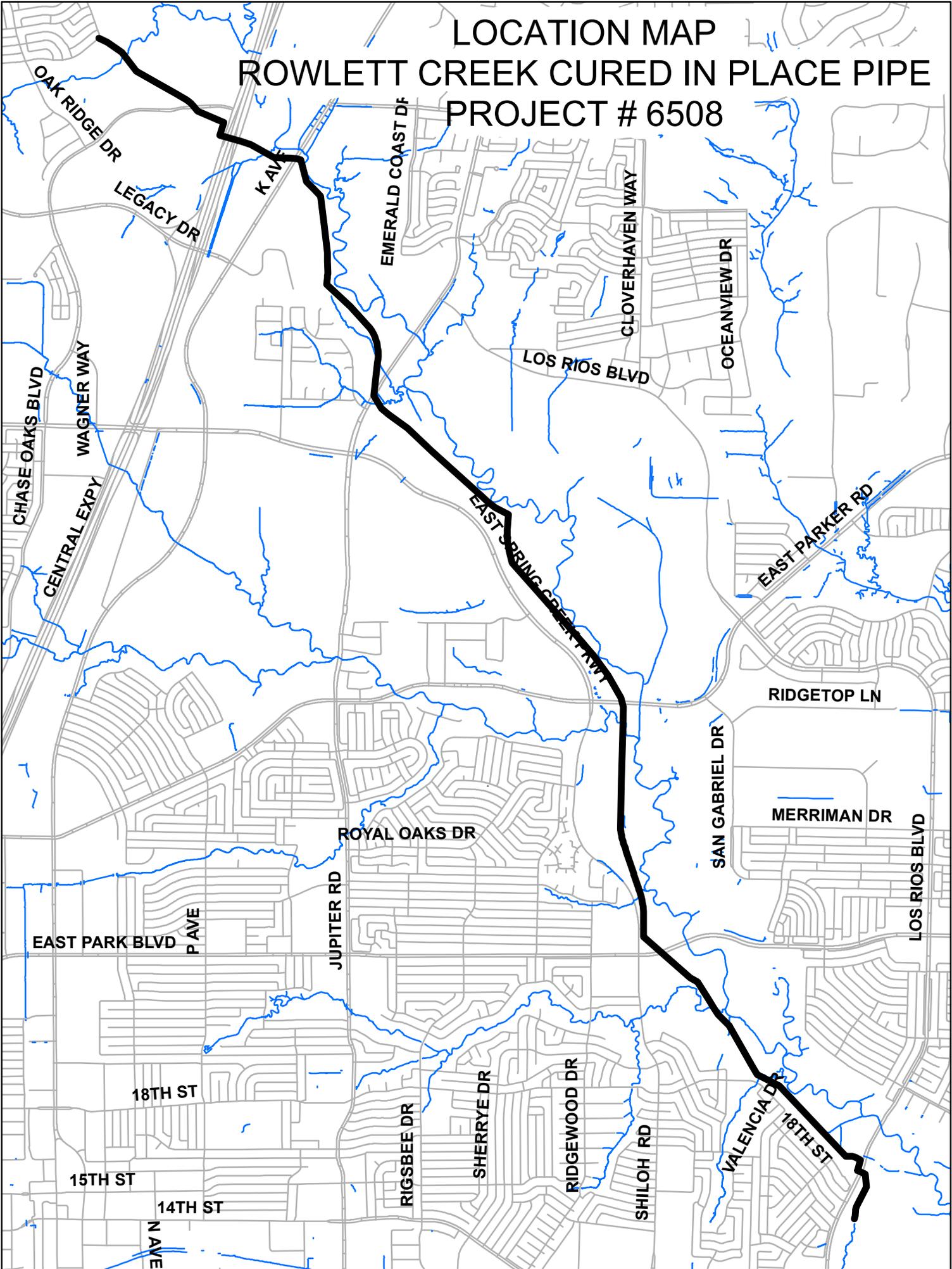
Total Fee \$ 529,961.00

<https://maps.google.com/maps?q=rowlett+Creek+Plano+tx&hl=en&sl=33.065651,-96.736679&ssp=0.189895,0.363579&t=h&hnear=Rowlett+Creek&z=15>

List of Supporting Documents:
Location Map, Agreement

Other Departments, Boards, Commissions or Agencies
N/A

LOCATION MAP ROWLETT CREEK CURED IN PLACE PIPE PROJECT # 6508



ROWLETT CREEK CURED IN PLACE PIPE

PROJECT NO. 6508

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 **ARREDONDO, ZEPEDA & BRUNZ, LLC**, a 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 **ROWLETT CREEK CURED IN PLACE PIPE** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

III. Schedule of Work

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE ENGINEER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Engineering Department, Suite 250
Attn: Husain Hamza, P.E.
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:

Arredondo, Zepeda & Brunz, LLC
Attn: Ricardo Ramos, PE, Project Manager
11355 McCree Road
Dallas, TX 75238

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.

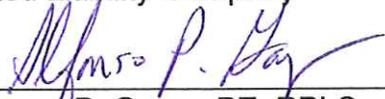
G. Authority to Sign:

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.

ARREDONDO, ZEPEDA & BRUNZ, LLC
A Limited Liability Company

DATE: November 4, 2014

BY: 
Alfonso P. Garza, PE, RPLS
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

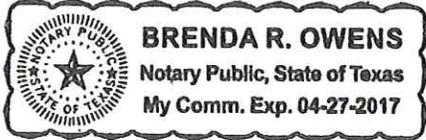
APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 4th day of November, 2014, by **ALFONSO P. GARZA, PE, RPLS, PRESIDENT**, of **ARREDONDO, ZEPEDA & BRUNZ, LLC**, a Limited Liability Company, on behalf of said limited liability company.



B. R. Owens
Notary Public, State of Texas

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

**EXHIBIT A
SCOPE OF SERVICES**

**ROWLETT CREEK CURED IN PLACE PIPE
PROJECT NUMBER - 6508
CIP NUMBER - 48909**

PROJECT DESCRIPTION:

This project includes research and data collection, preliminary design, final design, bid phase, and construction related professional engineering services for the rehabilitation of the existing 21 inch to 42 inch diameter reinforced concrete pipe interceptor and manholes. Section of interceptor to be rehabilitated is approximately 5.23 miles. **Refer to Figure A-1** for project limits. Coordination will be required with the Los Rios Golf Course, Watters Creek Golf Course, Oak Point Park & Nature Preserve, Bob Woodruff Park, TXDOT, DART, COE, City of Allen and City of Plano departments.

AZ&B is proposing to develop the Engineering Report to gain a better understanding of the following existing conditions:

- Potential wetlands and impacts,
- New manholes needed,
- Rehabilitating manholes versus replacing manholes,
- Minimizing tree clearing areas by City obtaining Right of Entry from stakeholders at key areas, and
- Develop contractor access route alternatives.

Once AZ&B completes the Engineering Report, AZ&B can identify and quantify the additional tasks (extent of tree survey, access routes, permitting, environmental, etc.) required.

BASIC SERVICES:

A. Design Standards

1. This project shall be designed per this scope and applicable accordance with the following:

Geodetic Monumentation Manual

Manual for Right-of-Way Management

Storm Drainage Design Manual

Stream Bank Stabilization Manual

Erosion & Sediment Control Manual

Thorough Fare Standards Rules & Regulations

Manual for the Design of Water & Sanitary Sewer Lines

Standard Construction Details

Barrier Free Ramp Details

NCTCOG Standard Specifications for Public Works Construction
Special Provisions to Standard Specifications for Public Works
Construction

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. (1 meeting)
2. Meet with the City of Plano project manager and conduct an on-site review and walk through. (1 meeting)
3. Perform invoicing, financial project reviews
4. Review available TV inspection videos and reports.
5. Staff will perform site visit to review wetlands within the project limits that are included in the US Fish and Wildlife Service National Wetland Inventory. A summary will be included in the Engineering Report and Layouts and will include recommendations, which may include performing additional environmental (i.e. endangered species, wetland delineation) services.
6. Attend a total of two (2) City of Plano Utility Coordination Meetings (throughout design phases). Develop electronic PDF format half size set of preliminary utility coordination drawings (22" x 34" sheets to scale 1" = 50", double stacked) and submit to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, overall project location map, and sewer interceptor alignment sheets. City will return to the Engineer redline markups of the existing utility lines from each utility company. Engineer will incorporate redline markups in construction plans. Request as-builts from Utility Owners and compare with Utility Owner redline markups provided.
7. Develop QA/QC plan
8. Perform QA/QC of deliverables
9. Perform constructability reviews
10. Develop Engineering Report and alignment layouts illustrating project limits. Report will include the following:
 - Aerial alignment layout with location of existing manholes (1" = 100', 11"X 17" sheets),

- Identification of manholes to be rehabilitated and new manholes required,
- Identification of properties for City to obtain right of entry for contractor access,
- Identification of possible manhole access ways,
- Identify of TXDOT and/or DART permits required,
- Identify preliminary conflicts with existing golf courses,
- Identify existing Fire Hydrant general locations and identify potential obstacles to water delivery to existing or proposed manholes,
- Identify issues with existing line based upon review of existing TV video inspection,
- Wetland review findings and recommendations,
- Environmental review findings and recommendations,
- Provide recommendations of possible odor control sites and odor control options. (Design of odor control systems is not within this scope of work),
- Preliminary construction cost estimate.

C. Design Survey –

1. Interceptor field located by subsurface utility exploration (for manholes 12 feet or less in depth): Designate existing sewer interceptor alignment by using rodder or jet probing were possible. Mark, paint or flag findings.
2. AZ&B will establish survey control as noted below:
 - a. Use GPS/VRS–RTK procedures, remote sensing and traditional ground survey procedures, as appropriate, to efficiently and effectively provide the mapping and design survey services.
 - b. Establish semi-permanent primary survey control (horizontal and vertical) sufficient to control the stake out of the centerline of the pipe and the easement limits.
 - c. Use the WDS Texas Cooperative Network Virtual Reference Station system on the Texas Coordinate System of 1983, Texas North Central Zone (No. 4202). North American Datum of 1983
 - d. A minimum of 180 epochs at each of the three (3) independent GPS/VRS sessions will be collected, reviewed, compiled and averaged to reduce any systematic error, if appropriate
 - e. The GPS derived values (grid coordinates) will be adjusted to surface values using the TxDOT established combined scale factor (1.00012) for Collin County
 - f. Classic survey methods and procedures will be used in areas where GPS/RTK is not appropriate
 - g. All coordinates will be published in adjusted surface values.
3. Locate the existing manholes (as recovered by others) and establish the top of manhole elevations.

4. Locate, map and stake the center of the pipe (as marked on the ground by subsurface utility exploration) at 50-foot stations or intervals, including all PI's, manholes and changes in direction.
5. Locate and stake the easement lines based strictly on the center of the pipeline as marked by others. This task is to be performed to allow tree survey to be conducted and tied to the interceptor line alignment.
6. Walk the site, observe the manholes and measure down the interceptor inverts. City of Plano personnel will open manholes and provide access.
7. Available aerials and City record drawings will be utilized to produce the construction documents. Surveyed manholes coordinates will be loaded to aerials to allow design documents to be developed.

D. Right-of-way and Easement Requirements – (If required, Right-of-way and Easements will be considered Additional Services)

E. Geotechnical Report – (If required, Geotechnical Services will be considered Additional Services)

F. Preliminary Design –

1. Prepare preliminary construction plans (Sheet size 22" x 34", scale 1"=50'). Prepare the following sheets at the engineering scale indicated:
 - Cover sheet
 - Index, quantity summary & list of City standard details
 - General Sewer Notes
 - Rescue Plan in case of flooding w/methods to secure the flood water into hole dug for manhole
 - Project limits sheet (not to scale)
 - Interceptor Plan Sheets (1"=50', double stacked). Available aerials will be utilized to produce the plan layout sheets. Plans layout sheets will be plan view only with no cross sections or profiles. Plans will include street address and legal description of all adjacent properties and existing utility information obtained during Research and Data Collection Phase.
 - Construction phasing verbal summaries
 - Traffic Control Plan Typical (1"=100') Traffic control may be by use of a typical traffic control sheet to be used for all locations where applicable.
 - Traffic Control detail sheets
 - Erosion Control Plan sheets/Storm Water Pollution Prevention Plan (SW3P) sheets. SW3P sheets (1"=50', double stacked). SW3P sheets to meeting EPA and City of Plano requirements. If area disturbed (including storage or access areas) includes more than 1 acre, the City of Plano SW3P Narrative sheet must be included (for either a large project of 5 acres or more or a small

project of less than 5 acres). City standard details for erosion control devices shall also be included where applicable. Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

- City Standard SW3P detail sheets
 - By Pass Pumping/manhole Access Plan sheet verbal summaries.
 - Develop contractor access route plans, plan view only, no profile design, City to coordinate with stakeholders and obtain right of entries.
 - Identify existing fire hydrant locations
 - Applicable City Standard Detail Sheets
2. Prepare draft CIPP special technical specifications.
 3. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
 4. Perform constructability reviews
 5. Perform QA/QC of deliverables
 6. Perform invoicing, financial project reviews
 7. Submit six (6) sets of preliminary plans, and one (1) set of outline of special technical specifications and preliminary statement of probable construction cost to the following City departments for review.
 - Engineering
 - Public Works
 - Inspectors
 - Transportation
 - Parks
 - File
 8. Attend one (1) meeting with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
 9. Meet once individually with Watters Creek and Los Rios golf course management, Bob Woodruff management, North Texas Municipal Water District, City of Plano, Collin College, City of Allen, TxDOT and DART to notify and illustrate the project limits and proposed improvements. (Provided under Special Services).
 10. Coordinate and perform one public meeting with neighborhood associations and other stakeholders to notify and illustrate the project limits and proposed improvements. City of Plano will provide facility to perform public meetings and newspaper notice, if required by City. (Provided under Special Services).
 11. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.

G. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Incorporate standard details into the construction plans and prepare additional details as required
4. Finalize construction plans for proposed improvements.
5. Finalize special technical specifications and special conditions (if any).
6. Take off final construction quantities and prepare final construction cost estimates.
7. Perform constructability reviews
8. Perform QA/QC of deliverables
9. Submit six (6) sets of pre-final plans, special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
10. Incorporate City final comments into the plans and bid documents.
11. Perform invoicing, financial project reviews
12. Attend one (1) utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.
13. Meet once individually with Watters Creek and Los Rios golf course management, Bob Woodruff management, North Texas Municipal Water District, City of Plano, Collin College, City of Allen, TxDOT and DART to notify and illustrate the project limits and proposed improvements. (Provided under Special Services).
14. Coordinate and perform one (1) public meeting with neighborhood associations and other stakeholders to notify and illustrate the project limits and proposed improvements. City of Plano will provide facility to perform public meetings and newspaper notice, if required by City. (Provided under Special Services).

H. Bid Phase Services –

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Submit one (1) PDF CD with one (1) set of construction plans and one (1) set of the bid documents to the designated Material Testing laboratory.
4. Furnish one (1) PDF CD with one (1) set of construction plans and one (1) set of the bid documents for up to four (4) plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
5. Prepare and distribute addenda to bid documents as necessary.

6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
7. Submit a CD-ROM disk of the bid set plans and bid documents in a PDF format.
8. Provide bid tabulation to the City of Plano within four (4) working days of the bid letting.
9. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
10. Assist City staff in a pre-construction conference.
11. Furnish eleven (11) full size and four (4) half size sets of final construction plans and seven (7) sets of the contract documents manual to the City for construction.

I. Construction Administration –

1. Provide site visits by the design engineer with a written inspection report submitted to the City for each visit (4 site visits total).
2. Provide written responses to requests for information or clarifications.
3. Prepare plan and quantity revisions as required for change orders. The City of Plano will prepare the actual change order and get it executed by the contractor.
4. Review Contractor's Bypass Plan submittals
5. Assist the City staff in conducting the final inspection (if requested).
6. Recommend final acceptance of work when acceptable (if requested).
7. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor. 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.

J. Construction Control Survey – (If required, Construction Control Survey will be considered Additional Services)

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

SPECIAL SERVICES:

1. DART permit
2. TxDOT permit
3. Watters Creek Golf Course Management Meetings (2 meetings)
4. City of Allen for Watters Creek Golf Course coordination (2 meetings)
5. City of Plano/Los Rios Country Club/ Oak Point Park coordination (2 meetings)
6. Collin College coordination (2 meetings)
7. Bob Woodruff Park coordination (2 meetings)
8. North Texas Municipal Water District coordination (2 meetings)
9. Perform two (2) Public Meetings
 - Develop exhibits and handouts
 - Coordinate and present project at public meeting
 - Review, respond, and document questions or request from public
10. Prepare temporary easement exhibits (verbal description, no survey), if required
11. To verify existing permanent easement within the project limits, an easement layouts (1" = 100", 11 X 17 sheets, double stacked) will be developed, based on available County/City records
12. Odor control - Identify possible locations to establish an odor control system and provide recommendations on alternative to be used.

ADDITIONAL SERVICES TO BE SCOPED AFTER ENGINEERING REPORT IS DEVELOPED

- Environmental, wetlands, endangered species, archeological, etc. Scope and fee for these tasks will be developed once AZ&B has performed project walk through and completed the Preliminary Engineering Report. The Engineering Report will identify issues and limit requirements for these tasks.
- Tree Survey: The Engineering Report will identify possible contractor access routes and areas needed at manholes. City will obtain property and business owner(s) Right of Entries (ROE). Once City obtains ROEs, AZ&B can develop the contractor access routes and determine the scope and fee for Tree Surveys. (Tree mitigation plan will not be applicable for this project, per City meeting).
- COE permit: may not be required for this project.

SERVICES NOT INCLUDED IN SCOPE

- Odor Control Design
- FEMA Coordination
- Overflow design
- Performing utility coordination on an individual utility owner basis
- Wetland field delineation

- Interceptor profiles
- Level A, Subsurface Utility Engineering (SUE)
- Geotechnical Engineering
- Sewer Interceptor Modeling
- Groundwater dewatering design
- Monumentation, boundary surveys, surveying property corners
- Preparation of permanent construction easements/exhibits or right of way documents.
- Environmental Investigation or assessment
- Hydraulic modeling
- Construction staking
- Post construction survey for as-built development. As-built plans will be developed based on Final Contractors Redline Drawings.

SERVICES TO BE PROVIDED BY THE CITY OF PLANO

- Right of Entry - The City will provide AZ&B unrestricted access to the site and will provide notification to applicable parties.
- The City will advise AZ&B if the site is contaminated and poses a health risk to our personnel.
- The City will provide basis for the project datum (horizontal and vertical) on which to base the project, if different than detailed in the Design Survey task, herein.
- The City will provide all traffic control measures if required, including lane and roadway closures, associated approvals, permits and costs.
- Sanitary Sewer Televising Reports and other data needed to develop construction documents.
- Provide most current available records showing the location of water and sewer facilities within the project limits and relevant existing survey data concerning the project, including prior surveys, design plans, electronic files, etc.
- Assist with Utility Coordination after diligent effort has been made by Consultant
- Provide Preliminary Design, Pre-Final Design, and Final Design review comments
- Provide Final Contractors Redline Drawings
- Provide as-built drawings (if and/or when available)
- City will develop temporary easement paperwork and execute easements with property owners, if required. If required, AZ&B will prepare temporary easement exhibits with a verbal description of the temporary easement and referencing existing 20' permanent easement.
- City will provide facility and equipment for stakeholder coordination meetings. Applicable fees (notice, etc.) will be paid by City.

LOCATION MAP (Figure A-1)

Project No. 6508

CIP Number - 48909

Rowlett Creek CIPP



EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

ROWLETT CREEK CIP NO. 48909
PROJECT NUMBER 6508

WORK STAGE SUBMITTAL OR COMPLETION	TOTAL
BASIC SERVICES	
B. Research and Data Collection	\$ <u>92,080.00</u>
C. Design Survey	\$ <u>117,951.00</u>
D. Right-of-Way and Easement Requirements Special Services, Task D (if required)	\$ <u>0</u>
E. Geotechnical Report Additional Services (if required)	\$ <u>0</u>
F. Preliminary Design	\$ <u>102,065.00</u>
G. Final Design	\$ <u>69,135.00</u>
H. Bid Phase	\$ <u>12,760.00</u>
I. Construction Administration	\$ <u>21,970.00</u>
J. Construction Control Survey Additional Services (if required)	\$ <u>0</u>
Total Basic Fee	\$ <u>415,961.00</u>
SPECIAL SERVICES	
1. DART permit	\$ <u>14,000.00</u>
2. TxDOT permit	\$ <u>10,000.00</u>
3. Watter Creek Golf Course Management Meetings (2 meetings)	\$ <u>5,000.00</u>
4. City of Allen for Chase Oaks Golf Course coordination (2 meetings)	\$ <u>5,000.00</u>
5. City of Plano/Los Rios/ Oaks Point Park coordination (2 meetings)	\$ <u>7,000.00</u>

6. Collin College coordination (2 meetings)	\$	<u>5,000.00</u>
7. Bob Woodruff Park coordination (2 meetings)	\$	<u>5,000.00</u>
8. North Texas Municipal Water District coordination (2 meetings)	\$	<u>5,000.00</u>
9. Perform two (2) Public Meetings	\$	<u>11,000.00</u>
10. Prepare temporary easement exhibits (verbal description, no survey), if required,	\$	<u>24,000.00</u>
11. To verify existing permanent easement within the project limits, an easement layout will be developed, based on available County/City records	\$	<u>13,000.00</u>
12. Odor Control Allowance		<u>10,000.00</u>
Total Special Services	\$	<u>114,000.00</u>
Total Fee	\$	<u>529,961.00</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.)

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/7/2014

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

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

PRODUCER INSURANCE PRO'S AGENCY, INC. 11816 Inwood Road #10 Dallas, TX 75244 J Michael Donlon, Agent	CONTACT NAME		
	PHONE (A.C. No. Ext.)	(214) 922-8804	FAX (A.C. No.) (855) 568-6433
	E-MAIL ADDRESS	insurpros@yahoo.com	
INSURED Arredondo, Zepeda & Brunz, LLC 11355 McCree Road Dallas, Tx 75238 214-341-9900	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A	(CNA) Transportion Ins. Co.	
	INSURER B	Hartford Accident & Indemnity Co.	
	INSURER C	Continental Casualty Company	
	INSURER D	(CNA) Valley Forge Ins. Co.	
	INSURER E		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	PMT 5095145202	8/29/14	8/29/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALLOWED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	46 UEC ZF4274	8/29/14	8/29/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP 5095145233	8/29/14	8/29/15	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR-PARTNER/EXECUTIVE OFFICER-MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5095145247	08/29/14	8/29/15	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			AEH 11 377 00 58	08/29/14	08/29/15	\$5,000,000. Per Claim \$5,000,000. Aggregate Retro Date: 8/29/1992

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Plano, it's officers, employees and elected representatives as additional insured to all applicable coverages, with a waiver of subrogation for all applicable coverages ATIMA with respects to written contract. (30) Days of Notice of Cancellation applies and coverage is primary.

RE: Project # 6508 Rowlett Creek CIP

CERTIFICATE HOLDER City of Plano, TX 1520 K Ave Plano, TX 75074	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>J. Michael Donlon</i>
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EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

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

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

Arredondo, Zepeda & Brunz, LLC
Name of Consultant

By: *Alfonso P. Garza*
Signature

Alfonso P. Garza, PE, RPLS
Print Name

President
Title

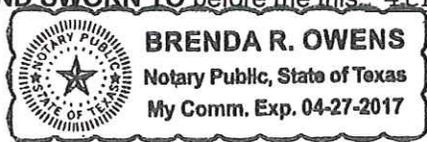
November 4, 2014
Date

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

SUBSCRIBED AND SWORN TO before me this 4th day of November, 2014.



Brenda R. Owens
Notary Public, State of Texas