



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:	4/11/16
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Approval of a Landscape Architecture Professional Services Agreement between the City of Plano and JBI Partners, Inc. in the amount of \$542,500 for design and construction document services for the Carpenter Park Athletic Field and Skate Park Improvements, Project No. 6691 and 6692, and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	15,713	1,007,622	5,825,000	6,848,335
Encumbered/Expended Amount	-15,713	-82,787	0	-98,500
This Item	0	-542,500	0	-542,500
BALANCE	0	382,335	5,825,000	6,207,335

FUND(S): PARK IMPROVEMENTS CIP

COMMENTS: Funding is available for this item in the 2015-16 Park Improvements CIP. This professional services agreement, in the amount of \$542,500, will leave a current year balance of \$382,335 available for future expenditures related to further renovations and skate park improvements at Carpenter Park.

STRATEGIC PLAN GOAL: Obtaining professional design services for athletic field and skate park improvements relates to the City's goals of Great Neighborhoods - 1st Choice to Live and a Financially Strong City with Service Excellence.

SUMMARY OF ITEM

This project will focus on design and construction documents for renovations and improvements to the south side of Carpenter Park including the drainage way. It also includes design and construction documents for the skate park which will be located in the south side of Carpenter Park. Renovations and improvements to Carpenter Park include improving/beautifying the drainage way, new athletic field light system, new irrigation system, two new restrooms, additional parking, renovation of the park road, shaded bleacher areas, walkways, fencing, soccer ball backstops, screened dumpster area, and playing field surface renovations. The skate park improvements include a concrete skate park with various skate elements, seating, landscaping, lighting, irrigation, and a decorative fence.

The \$542,500 fee is 8% of the \$7,000,000 budget.

JBI Partners, Inc. on the 2015-16 selected list of qualified consultants for Landscape Architecture.



CITY OF PLANO COUNCIL AGENDA ITEM

Project Location Map:

<https://goo.gl/maps/Q5xYvPsrrwS2>

List of Supporting Documents:

Location Map

Professional Services Agreement

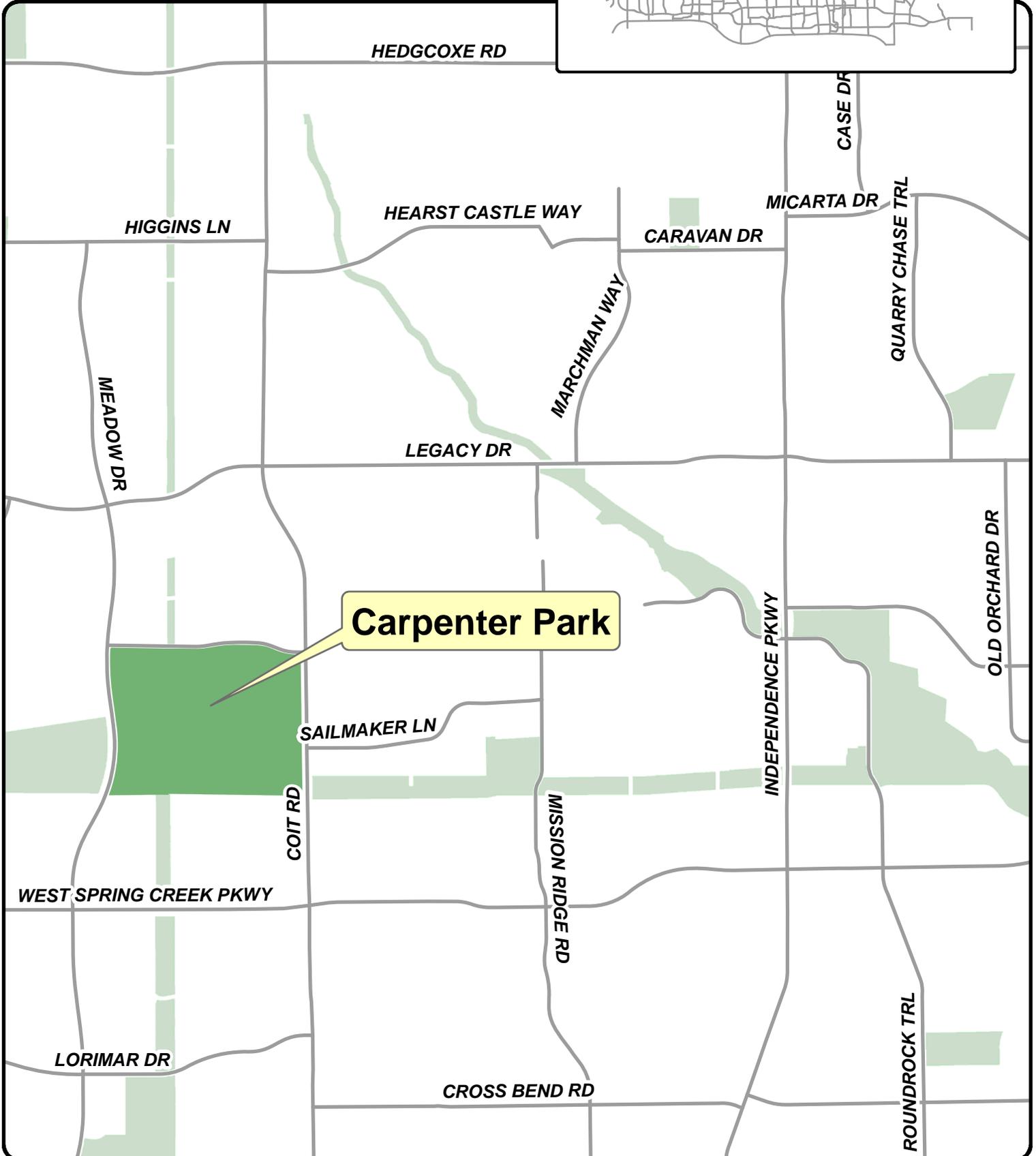
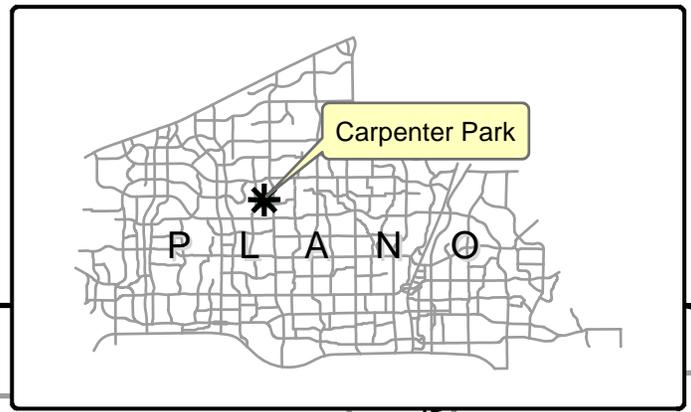
Other Departments, Boards, Commissions or Agencies



Location Map



0 0.25 0.5 Miles



**CARPENTER PARK SOUTH ATHLETIC FIELD IMPROVEMENTS (6692)
AND SKATE PARK DEVELOPMENT (6691)**

PROJECT NOS. 6691 & 6692

**LANDSCAPE ARCHITECT
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, licensed to do business in the State of Texas, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **CARPENTER PARK SOUTH ATHLETIC FIELD IMPROVEMENTS AND SKATE PARK DEVELOPMENT** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Architect

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

II. Scope of Services

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

Architect shall perform his or her professional architectural services with the professional skill and care ordinarily provided by competent architects 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 architect.

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

THE ARCHITECT 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 ARCHITECT, 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, ARCHITECT AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ARCHITECT'S LIABILITY.

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This

Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

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

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

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

JBI Partners, Inc.
Attn: Chuck McKinney
16301 Quorum Drive, Suite 200 B
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 Architect, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

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

F. Effective Date:

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

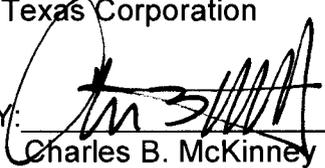
G. Authority to Sign:

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

SIGNED on the date indicated below.

DATE: 2/1/14

JBI PARTNERS, INC.
A Texas Corporation

BY: 
Charles B. McKinney
EXECUTIVE VICE PRESIDENT /
PARTNER

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

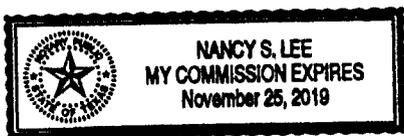
APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 1st day of February, 2016, by **CHARLES B. MCKINNEY, EXECUTIVE VICE PRESIDENT / PARTNER** of **JBI PARTNERS, INC.**, a **TEXAS** Corporation on behalf of said corporation.



[Handwritten Signature]

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2016, 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

CONSTRUCTION DOCUMENTS CARPENTER PARK ATHLETIC FIELD AND SKATE PARK IMPROVEMENTS

Project Understanding

JBI Partners, Inc. (JBI) has been requested by the City of Plano (City) to design and prepare construction plans for the Athletic Field and Skate Park Improvements at Carpenter Park, located at 6701 Coit Road, Plano, Texas, 75024. The project area is defined as the park area south of and including the existing drainage channel.

The project will be generally designed in accordance with the approved master plan, see the attached Exhibit A-1, and will include the proposed improvements listed on Exhibit A-2.

The anticipated construction budget for this project is \$7,000,000.00.

Scope of Services

SECTION I – BASIC SERVICES

1. Design Development Phase

- A. Kick Off Meeting** - The JBI design team will meet with the City of Plano Parks Department staff and the designated Construction Manager to discuss project requirements and standards, review project timelines and schedules and identify the key components.
- B. Final Site Layout** - Based on the approved master plan (Exhibit A-1) as well as the hydraulic / hydrologic studies and the field topographic survey described in Section II Including the existing topographic / as-built survey provided to us), we will digitize, refine and convert the site layout into cad files. The final site layout will include the renovation improvements listed in Exhibit A-2.
- C. Improvement Design** - We will prepare preliminary designs for the proposed improvements listed in Exhibit A-2, including, but not limited to all of the architectural elements, Skate Park, preliminary grading designs, channel improvements and the proposed landscape plantings for all project areas. We will also select the site furnishings and equipment including finishes and color selections.
- D. Pre-Development Meeting** - We will schedule and attend a meeting with City of Plano Development Services to review the site layout, discuss issues regarding the development and determine the Planning and Engineering Departments requirements for the project. We will refine the site layout accordingly to reflect the results of this meeting.

E. Cost Estimate - We will prepare a detailed design development phase cost estimate for the project.

F. Design Development Documents - The final design development package will include preliminary drawings of the site layout and site improvements along with the preliminary cost estimate.

G. Parks Department Review - The JBI design team will meet with the Parks Department staff to review the design development documents, and will incorporate staff's comments before beginning the Construction Documents phase.

2. Construction Documents Phase - Based on the approved design development Phase, JBI and the design team will prepare construction drawings for the project. These will include the following:

A. Civil Engineering and Site Work Plans – Using the approved site layout and design development documents along with the field survey, JBI will prepare the following construction plans:

1. Existing conditions and demolition plans showing the removal and disposal of selected existing on-site improvements;
2. Dimensional control and materials plans for all improvements, including buildings, parking, walks, trails, shelters, fencing, site furnishings, pedestrian bridges etc. These include enlarged plan areas with a sufficient scale to show layout detail;
3. Paving plans and details for the on-site parking lot paving, pedestrian paving and driveway openings. The paving and sub grade design will be based on the Geotechnical Engineer's recommendations and City requirements;
4. Grading and drainage plans including establishing all building finished floor elevations and proposed spot elevations of grades of all proposed improvements including final contouring;
5. Grading plans based on the hydrologic and hydraulic studies for the for the drainage channel improvements;
6. Drainage channel improvements including retention ponds and water recirculation system.
7. Overall drainage area map delineating drainage areas and storm runoff data for this site and for adjacent properties that may affect this site;
8. On-site storm sewer plans and profiles;
9. On-site water and sewer plan and profiles including connections to existing lines and services;
10. Erosion control plans, including details and the standard City SWPPP Narrative sheets;
11. Plans and details for site furnishings and equipment;
12. Pedestrian bridge plans including crossing sections and abutment details;
13. Site construction details, including Engineering Department standard construction detail sheets and notes as applicable; and
14. Additional plans and/or details necessary to show design intent for all the proposed improvements.
15. We will submit the civil engineering and site work plans to the Engineering Department, and we will work with the City staff for plan approval.

- B. Architectural Plans** – The JBI design team will prepare construction documents for the proposed restroom buildings, pump house building and other architectural elements of the project to include:
1. Building plans, including floor plan, elevations, finishes, construction details, and other programmed equipment.
 2. Structural engineering plans including foundation, framing and miscellaneous items.
 3. MEP engineering plans including site and building electrical along with plumbing and HVAC design.
 4. The restroom buildings may be designed as pre-fabricated structures.
- C. Skate Park** – The JBI team will prepare construction plans for the skate park facility. This shall include the design and construction documents required for the hard surface terrain and drainage within the skate park area, as well as, and the design of other improvements (i.e. utilities, drainage, amenities, landscaping, shades structures, etc. as programmed) within and around the skate park footprint.
- D. Landscape Architecture** – Based on the approved preliminary landscape planting plans prepared as part of the design development phase, JBI will prepare final landscape construction documents for the project. The final landscape plans will be prepared in accordance with City landscape requirements, and will include dimensional planting layout plans, planting notes, planting details and plant material descriptions, as well as any hardscape design programmed.
- E. Irrigation System Design** – The JBI team will design and prepare plans and details for a new and complete irrigation system for the project area. This will include the water service and the design of the pump system and controls. The Irrigation designer will meet with the appropriate Parks Department staff to review design criteria. The system will be designed in accordance with City of Plano Parks Department Standards.
- F. Ball field Lighting and Site Electrical** – The JBI team will design and prepare plans and details for the new ball field lighting, and control system along with providing electrical service to the other site amenities as required. The ball field lighting will be in accordance with City of Plano Parks Department Standards
- G. Final Site Plan** – Based on the site layout, plat, and civil engineering plans, JBI will prepare a final site plan which will show the proposed buildings, parking lot, fire lanes, drives, sidewalks, trails, water lines, sanitary sewer lines, and storm drainage facilities, as well as the other site improvements along with site information as required by the City for final site plan approval. We will submit the final site plan along with the engineering plans and re-plat to the City and will work with City staff for approval.
- H. Standards** – Final construction plans are to comply with applicable City of Plano, AASHTO and TAS design standards.
- I. Coordination** - JBI will coordinate the final construction plans with the designated Construction Manager for the project. JBI will also obtain necessary approvals from all Governmental agencies with jurisdiction over the project. In addition, we will present the Construction Documents to the parks department for review and comment at the sixty percent (60%), ninety percent (90%) and one hundred percent (100%) completion milestones and will include their comments in the final drawings.

- J. Cost Estimates** - 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.
- K. Plan Submittals** - JBI will provide four (4) sets of plans for the City's review and comment at approximate sixty percent (60%), ninety percent (90%) and one hundred percent (100%) complete milestones and will incorporate the City's comments into the plans.
- L. Technical Specifications** – JBI and the design team will prepare technical specifications for the work included in the construction plans, including standard City specifications as required, and will assemble a complete project manual. 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.

3. Bidding Phase Services

A. Bidding – Based on approved construction documents, JBI will provide bidding services to include the following:

1. Attend pre-bid conference (if any) and prepare meeting notes;
2. Prepare addenda items (if necessary);
3. Provide plan copies to plan rooms;
4. Maintain and update plan holders list;
5. Answer questions during the bidding process;
6. Prepare a bid tabulation and review bids, and
7. Make a recommendation for awarding the construction contract to the low and second low bidder.

4. Construction Phase Services

A. Construction Administration – During construction, JBI will perform the following construction administration services:

1. Attend pre-construction conference;
2. Review shop drawings and submittals;
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 in general accordance with the Contract Documents *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; and
7. Perform final inspection review.

SECTION II – ADDITIONAL SERVICES

1. Field Surveying:

- A. Topographic Survey** - JBI will utilize the existing survey performed by Moak Surveyors, Inc. and provided to us in digital format, for the design of this project. We will verify the topographic survey and will set bench marks for construction and confirm the site coordinates match the City coordinates.
- B. Cross-Sections** - JBI will field survey and prepare cross-sections of the existing channel to be used in the hydraulic and hydrologic studies and models for improvements to the channel. We anticipate 10 cross-sections at approximately 200-foot intervals.
- C. Boundary Survey** – Based on the existing plat and property deeds for the project, we will prepare an on-the-ground boundary survey in accordance with Texas Society of Professional Surveyors (TSPS) requirements for a Category 1A, Condition 2 Land Title Survey. This survey will be used in the preparation of plats and easement dedications necessary for the project.
- D. Post Construction Survey** - Upon completion of the project JBI will field survey and prepare cross-sections of the new drainage channel to be used in the preparation of the LOMR as described in Section II.3.C.

2. Platting

- A. Re-plat** – Using the boundary survey prepared by JBI, we will prepare a re-plat for the property based on the City subdivision requirements. In general, the plat will show:
 - 1. Lot layout and dimensions;
 - 2. Existing and proposed utility easements;
 - 3. Existing and proposed fire lanes,
 - 4. Proposed right-of-way dedications (if any); and
 - 5. Other information as required by the City.

We will submit the preliminary plat to the City and work with you and City staff for approval, and will coordinate the obtaining of signatures and recording of the plat at the County

3. Hydraulic and Hydrologic Studies:

- A. Feasibility Analysis** – We will prepare the hydrologic & hydraulic models necessary in order to delineate the existing 100-year fully developed flood plain along approximately 1,700 linear feet of Stream 5B30 through Carpenter Park. The Base model(s) will then be used to analyze the feasibility of up to two (2) scenarios for improvements to the channel.
- B. Design & City Flood Study Submittal** – We will prepare the hydrologic & hydraulic models associated with the final design of the proposed improvements of the channel. The proposed improvements start at Coit Road and extend approximately 1,700-feet downstream. The study will comply with all City of Plano flood Plain Requirements and we will work with City Staff for Approval.

- C. Post Construction FEMA LOMR** – We will prepare the Necessary FEMA Forms, Hydrologic and hydraulic models, work maps, calculations and report for submittal and approval of a Letter of Map Revision (LOMR) through the City of Plano and FEMA to reflect channel improvements as constructed. This task will utilize the post construction cross-sections described in Section II.1.D.

4. Texas Accessibility Standards:

JB I will submit a full-sized set of the final construction documents to a Registered Accessibility Specialist (RAS) for Texas Accessibility Standards (TAS) review and will work with their staff for plan approval and final project inspection. Based on the plan review, JB I will revise the construction documents accordingly. In addition, JB I will coordinate the final inspection of the construction after the improvements have been completed.

5. Geotechnical Investigation

JB I will obtain (from a sub consultant to JB I) a subsurface soils report for conditions near the parking lot area. 8-10 soil borings are anticipated. The subsequent geotechnical report will be used in the design of paving as well as the footings and foundations for the improvements.

6. Reimbursable Expenses (Not to Exceed \$20,000.00)

Reimbursable expenses are those incurred by JB I or our 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 Twenty Thousand dollars (\$20,000.00) will not be exceeded by JB I 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. FEMA and TAS submittal fees are also included in reimbursable expenses.

SECTION III – EXCLUSIONS

- A. 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. Complete topographic survey of the entire park site or
3. Field survey beyond project area described;
4. Environmental impact statements or assessments;
5. Consulting services by others not included in this proposal;
6. Services beyond those described in Section I, or Section II;
7. Renderings beyond those to show the concept plans;
8. Easement or ROW document preparation.

- B. Information to be provided by the City** (subject to availability)

1. All available “as-built” plans (including hardcopies and electronic files) for all pertinent paving, drainage and utility plans, as well as site plans and plats for the project area;
2. The City shall coordinate all right-of-entry for surveys and geotechnical investigations;
3. Deed information for the site to be used in the location property corners and easement preparations;

4. The City shall coordinate all submittals with other City departments, if necessary;
5. Existing as-built information provided by the governing agencies will be utilized and relied upon for the preparation of the site work and civil engineering plans. Client acknowledges that JBI Partners, Inc. is not responsible for the accuracy of as-built plans provided by the City or any other governing agency.

C. JBI Drawing Standards

1. All drawing file coordinates will be Datum NAD83, North Texas Zone.
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.

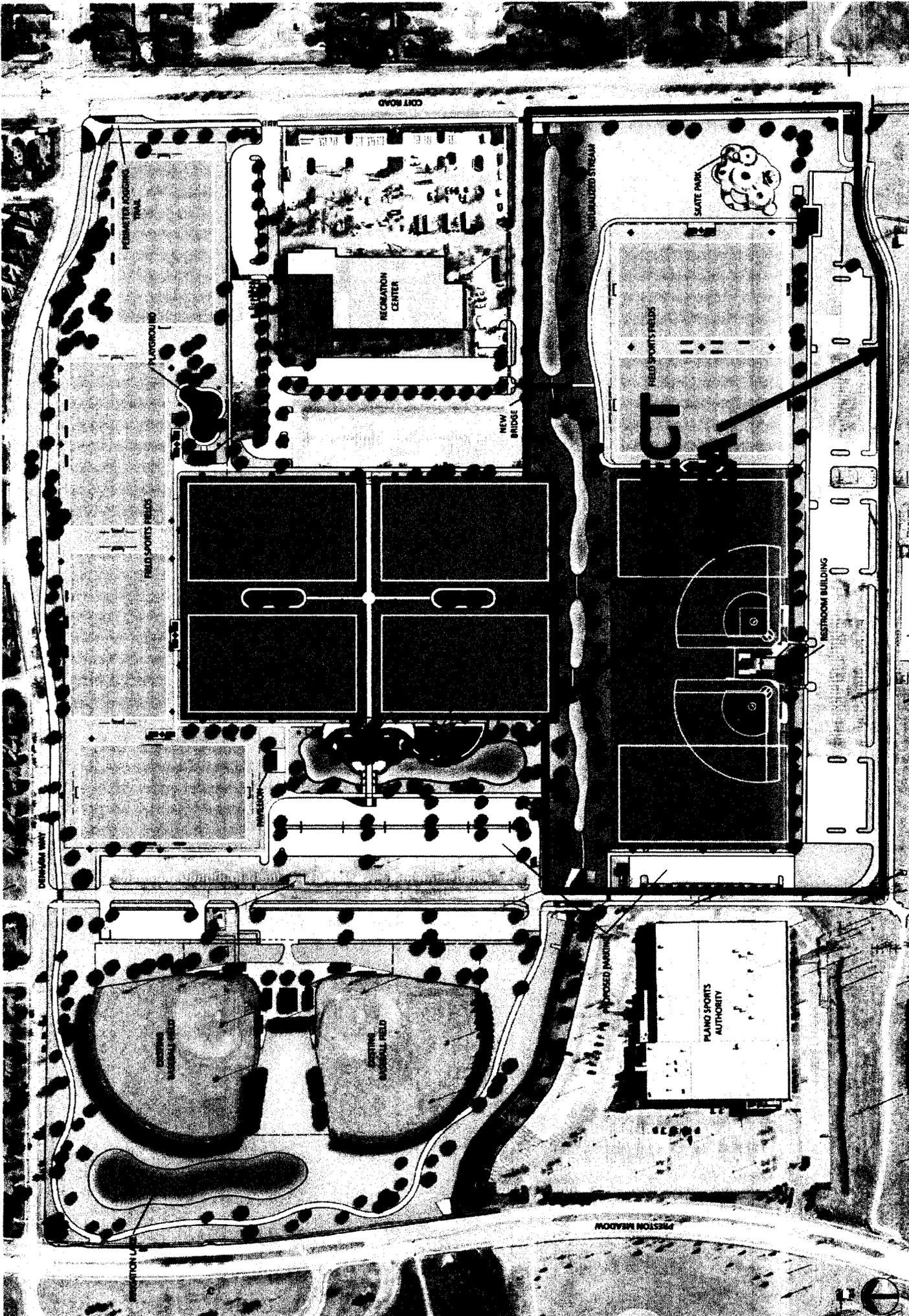


EXHIBIT A-1

Page 1

SEPTEMBER 1, 2015

**CARPENTER PARK MASTERPLAN
FOR DISCUSSION ONLY**

City of Plano, TX

This plan is for discussion only and is not intended to be used for construction. It is subject to change without notice. The City of Plano is not responsible for any errors or omissions in this plan.



16301 Quorum Drive
Suite 200 B
Addison, Texas 75001

T.972.248.7676
F.972.248.1414

Exhibit A-2

Proposed Renovation Elements for Carpenter Park South

1. Provide for the demolition of improvements and structures necessary to be removed.
2. Lighting - New field lights, security lights and control system.
3. Irrigation System – A new irrigation system including pump and pump house building. The irrigation system will be designed for a future switch from potable water to well water. The future well and retention ponds will be built on the north side of the park per the master plan (Exhibit A-1), and are not included with this project.
4. Architecture – Two restroom buildings will be provided, with the architecture for each matching the existing recreation center. Each restroom building will be planned for 8 total fixtures, year-round use, a securable vending machine area (2 machines), a small storage room and a concrete pad immediately adjacent to the building for portable food vendors.
5. Skate Park along with the site improvements and area surrounding the skate park foot print.
6. Year-round drinking fountains with drains
7. Site grading for the entire site to provide positive drainage for all improvements and to level the existing field surfaces for athletic use.
8. Drainage channel improvements including retention ponds, retaining walls, fencing, pond re-circulation system, and plant material. Emphasis will be placed on protecting and not interfering/impacting game field areas on the north side of the drainage way.
9. Media storm water BMP's from the parking lot to the improved drainage channel.
10. Replace the existing park road from the bridge on the west side of the park to Coit Road.
11. Additional parking in accordance with the master plan (Exhibit A-1).
12. A 20-foot tall net along the drainage channel and the south parking lots, to keep balls from going into these areas.
13. Site Utilities – To include water, sanitary sewer, storm sewer, electricity
14. A new 10-foot wide concrete trail along Coit Road.
15. Concrete bleacher pads with shade structures as shown on the master plan.
16. Pre-fabricated pedestrian bridge with abutments crossing the drainage channel.
17. Pedestrian sidewalks and access.
18. Re-grassing for the entire site.
19. Concrete pads adjacent to the parking lots with electricity for eye-in-the-sky trailers.
20. Miscellaneous site furnishings and equipment.



16301 Quorum Drive
Suite 200 B
Addison, Texas 75001

T.972.248.7676
F.972.248.1414

EXHIBIT B

COMPLETION SCHEDULE CONSTRUCTION DOCUMENTS CARPENTER PARK

Schedule

The work product described in Exhibit A, Scope of Services, will be completed within **30 weeks** from the date on the Notice to Proceed. City review time, the construction phase and post construction services are not included in the schedule.



16301 Quorum Drive
Suite 200 B
Addison, Texas 75001

T.972.248.7676
F.972.248.1414

EXHIBIT C
PAYMENT SCHEDULE
CONSTRUCTION DOCUMENTS
CARPENTER PARK ATHLETIC FIELD IMPROVEMENTS

The fees for the scope of services outlined in Exhibit A, scope of services are to be a lump sum fee as follows:

FEES:

SECTION I - BASIC SERVICES

1	Design Development	\$ 85,000
2	Final Construction Drawings	\$ 310,000
3	Bidding Phase Services	\$ 4,000
4	Construction Phase Services	\$ 25,000
	Total Basic Services	\$ 424,000

SECTION II - ADDITIONAL SERVICES

1	Field Surveying	\$ 16,000
2	Platting	\$ 10,000
3	Hydraulic and Hydrologic Studies	\$ 55,000
4	Texas Accessibility Standards	\$ 2,500
5	Geotechnical Investigation	\$ 15,000
6	Reimbursable Expenses	\$ 20,000
	Total Additional Services	\$ 118,500

PROJECT TOTAL \$ 542,500

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

<u>Principals</u>	<u>Hourly Rate</u>
Professional Engineer	\$230
Registered Professional Land Surveyor	\$210
Registered Landscape Architect	\$210
Professional Land Planner	\$210
<u>Staff</u>	
Professional Engineer	\$180
Graduate Engineer	\$130
Engineering Technician	\$110
Registered Professional Land Surveyor	\$160
Survey Technician	\$110
Survey Field Crew (2-man)	\$145
Survey Field Crew (3-man)	\$170
Registered Landscape Architect	\$150
Landscape Designer	\$110
Professional Land Planner	\$150
Construction Manager	\$150
Construction Estimator	\$130
Administrative Assistant	\$85

EXHIBIT "D"

LANDSCAPE ARCHITECT

INSURANCE

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

1. General Insurance Requirements:

- 1.1 The Architect (hereinafter called "Architect") shall not start work under this contract until the Architect has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Architect will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Architect from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Architect's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

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

insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Architect, and the Architect shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.

- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Pools, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

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

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

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

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

LANDSCAPE ARCHITECT

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	\$500,000 combined single limit for bodily injury and property damage
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim \$2,000,000 aggregate
<input type="checkbox"/> 17. Garage Liability	\$_____BI & PD each occurrence



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/22/2016

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 McLaughlin Brunson Insurance Agency, LLP 12801 N. Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Joe A Bryant	
	PHONE (A/C, No, Ext): (214) 503-1212	FAX (A/C, No): (214) 503-8899
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Texas Mutual Insurance Company A		22945
INSURER B: Beazley Insurance Company, Inc. A		37540
INSURER C: Charter Oak Fire Insurance Co. A++		25615
INSURER D: Travelers Indemnity Company A++		25658
INSURER E: Phoenix Insurance Company A++		25623
INSURER F:		

COVERAGES	CERTIFICATE NUMBER: Cert ID 28707	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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY			PACP1451L041	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
E	AUTOMOBILE LIABILITY			BA1447L501	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUP6594Y116	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001130687	5/1/2015	5/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			V1283C150401	5/1/2015	5/1/2016	Per Claim/Annual Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty day notice of cancellation in favor of the certificate holder. City of Plano is shown as an additional insured on the general (on a primary & non-contributory basis), auto (on a primary basis) and umbrella (follows form) liability coverages as required by contract. Waiver of Subrogation is shown in favor of the City of Plano on all policies.

RE: -- Carpenter Park Athletic Field Improvements ✓

CERTIFICATE HOLDER City of Plano - Parks Department ✓ P. O. Box 860358 Plano TX 75086-0358	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

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 **JBI 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 **JBI 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
2/1/16
Date

STATE OF TEXAS §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 1st day of February, 2016.

[Signature]
Notary Public, State of Texas

