



# Memorandum

**Date:** August 2, 2016  
**To:** Mark Israelson, Deputy City Manager  
**From:** Robin Reeves, Director of Parks and Recreation   
**Subject:** Collinwood House RFP

Attached is a copy of the Request for Proposal for Lease of Collinwood House for Rehabilitation and Utilization. Responses are due Friday, August 5 at 10:00 AM.

Staff would like to provide an update to City Council at their August 8 Work Session.

cc: Diane Palmer-Boeck, Director of Procurement and Project Management

**Solicitation 2016-0361-B**

**Lease of Collinwood House for Rehabilitation and  
Utilization**

**Bid Designation: Public**



**City of Plano**

## Bid 2016-0361-B Lease of Collinwood House for Rehabilitation and Utilization

**Bid Number**            **2016-0361-B**  
**Bid Title**                **Lease of Collinwood House for Rehabilitation and Utilization**

**Bid Start Date**        **May 6, 2016 4:31:27 PM CDT**  
**Bid End Date**         **Aug 5, 2016 10:00:00 AM CDT**  
**Question & Answer**  
**End Date**               **Jul 18, 2016 12:00:00 PM CDT**

**Bid Contact**            **Leslie Hooker**  
                                 **Buyer I**  
                                 **Purchasing**  
                                 **leslieh@plano.gov**

**Pre-Bid Conference** **May 24, 2016 9:30:00 AM CDT**  
                                 **Location: Tom Muehlenbeck Recreation Center**  
                                 **5801 W Parker Road**  
                                 **Plano, TX 75093**

**Pre-Bid Conference** **Jun 27, 2016 1:30:00 PM CDT**  
                                 **Location: Carpenter Park Recreation Center**  
                                 **6701 Coit Road**  
                                 **Plano, TX 75024**

### Description

The City of Plano is soliciting proposals from qualified entities interested in funding and managing the restoration, operation and on-going maintenance of the Collinwood House ("House"), located at 5400 Windhaven Parkway, Plano, Texas, in the future Windhaven Meadows Park. It is anticipated that the property will be leased to the successful offeror for a specified period of time. A requirement of the lease will be to rehabilitate, operate, maintain and utilize the House in accordance with the Objectives noted below. Ownership of the House is retained by the City, and the House shall not be sold, subleased, or moved.

It is mandatory to attend one of the two scheduled meetings and site visits. The site visits will follow immediately after the meeting and will be offered at the following times:

Tuesday, May 24, 2016 immediately following the pre-bid meeting

Monday, June 27, 2016 immediately following the pre-bid meeting

All questions regarding this solicitation shall be submitted through BidSync. Questions will be answered in the form of an addendum.



**RFP NO. 2016-0361-B**

**REQUEST FOR PROPOSAL**

**FOR**

**LEASE OF COLLINWOOD HOUSE FOR REHABILITATION AND  
UTILIZATION**

**DOCUMENTS ARE DUE TO THE PURCHASING DIVISION PRIOR TO:**

***Friday, August 5, 2016 @ 10:00 AM (CST)***

***NO LATE PROPOSALS WILL BE ACCEPTED***

**Time Critical Proposal Deliveries: The City of Plano, Texas cannot guarantee, due to internal procedures, any proposals sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical proposal deliveries be made either in person or via an alternate delivery method.**

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**FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:**

**Leslie Hooker  
Buyer  
[leslieh@plano.gov](mailto:leslieh@plano.gov)**

**REQUEST FOR PROPOSALS**  
**For**  
**LEASE OF COLLINWOOD HOUSE FOR REHABILITATION AND UTILIZATION**  
**RFP NO. 2016-0361-B**

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**STATEMENT OF PURPOSE**

The City of Plano is soliciting proposals from qualified entities interested in funding and managing the restoration, operation and on-going maintenance of the Collinwood House ("House"), located at 5400 Windhaven Parkway, Plano, Texas, in the future Windhaven Meadows Park. It is anticipated that the property will be leased to the successful offeror for a specified period of time. A requirement of the lease will be to rehabilitate, operate, maintain and utilize the House in accordance with the Objectives noted below. Ownership of the House is retained by the City, and the House shall not be sold, sub-leased, or moved.

**Public Opening**

Proposals will be publicly opened in the Purchasing Division, Municipal Center, 1520 Avenue K, Suite 370, Plano, TX 75074 on **Friday, August 5, 2016 @ 10:00 AM (CST)**. Only the names of the firms submitting proposals will be read aloud at the public opening.

**Delivery of RFP Instructions**

Label package: **"RFP No. 2016-0361-B Lease of Collinwood House for Rehabilitation and Utilization"**. All proposals must be delivered or mailed sealed to the following location **prior** to **Friday, August 5, 2016 @ 10:00 AM (CST)**.

City of Plano – Purchasing Division  
1520 Avenue K, Suite 370  
Plano, TX 75074

**Questions Concerning this RFP**

To ensure that all prospective respondents have accurately and completely understood the requirements, questions will be accepted until **Noon (CST) on Monday, July 18, 2016**. **Questions must** be submitted online through [www.bidsync.com](http://www.bidsync.com). Please **do not** email your questions. You will be directed to submit your questions online through [www.bidsync.com](http://www.bidsync.com). Questions **will not** be accepted after **Noon (CST) on Monday, July 18, 2016**.

## CITY OF PLANO INSTRUCTIONS FOR BIDDING

1. **CITY OF PLANO GENERAL TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF PLANO (CITY).**
2. **BID NOTIFICATION:** City of Plano utilizes the following procedures for notification of bid opportunities: [www.bidsync.com](http://www.bidsync.com) and the Plano Star Courier: [www.planostar.com](http://www.planostar.com). These are the only forms of notification authorized by the City. City of Plano shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.
3. **REQUIRED INFORMATION:** City of Plano (City) bid/proposal packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bidder may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a vendor's responsibility.
4. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** a prospective bidder must affirmatively demonstrate their responsibility. The City of Plano may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
  - A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics;
  - E. Otherwise qualified and eligible to receive an award.
5. **CORRESPONDENCE:** the number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.
6. **PREPARATION COST:** the City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any bid, quotation, or proposal.
7. **NOTICE OF PUBLIC DOCUMENTS:** any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.
8. **ADDENDA:** any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Plano purchasing division. Addenda will be sent to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.
9. **REVISED BIDS:** the bid that is submitted last will supersede any previous versions.
10. **NONRESIDENT BIDDERS:** Pursuant to Texas government code, chapter 2252, subchapter A: A bidder whose principal place of business, ultimate parent company or majority owner's principal place of business is not in Texas, is considered a nonresident bidder. A nonresident bidder must underbid the lowest responsible resident bidder by an amount that is equal to, or less than, the amount by which a Texas resident would be required to underbid in the nonresident bidder's state. This provision does not apply to a contract involving federal funds.
11. **INSURANCE:** the City requires vendor(s) to carry the minimum insurance as required by state laws, and insurance requirements outlined in the bid/proposal documents.
12. **NO PROHIBITED INTEREST/COMPLIANCE WITH EQUAL RIGHTS ORDINANCE:** Bidder acknowledges and represents that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "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.....".

Bidder agrees to comply with Section 2-11(F) of the City Code of Ordinances, which 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:

## CITY OF PLANO INSTRUCTIONS FOR BIDDING

- (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;
- (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."

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 because it is: 1) a religious organization; 2) a political organization; 3) an educational institution; 4) a branch or division of the United States government or any of its departments or agencies; 5) a branch or division of the State of Texas or any of its departments, agencies or political subdivisions; 6) a private club that is restricted to members of the club and guests and not open to the general public; 7) 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.

- 13. **SILENCE OF SPECIFICATION:** the apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 14. **SAMPLES:** any catalog, brand names, or manufacturer's reference in this bid packet is descriptive and not restrictive, and is used to indicate type and quality level desired for comparison purposes unless specifically excluded. Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the City, per the specifications. Samples, if required, shall be furnished free of expense to the City. **Samples should not be enclosed with bid unless requested.**
- 15. **TESTING:** testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
- 16. **TAXES:** the City of Plano is exempt from federal manufacturer's excise and state sales and use tax. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request.

## CITY OF PLANO INSTRUCTIONS FOR BIDDING

17. **PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
18. **ERROR-QUANTITY:** bid price must be submitted on units of quantity specified, extended, and total shown, in the event of discrepancies in extensions, the unit price shall govern.
19. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By submittal of this bid, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:
  - A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.
  - B. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
  - C. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
  - D. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
20. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
21. **F.O.B./DAMAGE:** quotations shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Plano assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
22. **DELIVERY PROMISE – PENALTIES:** quotations must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
23. **PAYMENT TERMS:** payment terms are net 30 unless otherwise specified by the City in the bid/proposal packet.
24. **ELECTRONIC BIDS:** the City of Plano uses BidSync to distribute and receive bids and proposals. For cooperative bids and reverse auctions only, responding vendors agree to pay BidSync a transaction fee of one percent (1%) of the total awarded amount of all contracts for goods and/or services awarded to the vendor. Cooperative bids and reverse auctions will be clearly marked on the bid documents. To assure that all vendors are treated equally, the fee will be payable whether the bid/proposal is submitted electronically or by paper means. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.
25. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** the City adopts Vernon Texas' Statutes and Codes, Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.
26. **PRESENTATION OF BIDS – PAPER SUBMISSION:** complete bid packets must be presented to the Purchasing Division in a sealed envelope unless otherwise indicated.
27. **ALTERING BIDS – PAPER SUBMISSION:** bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
28. **LATE BIDS – PAPER SUBMISSION:** bid packets received in the purchasing division after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Plano is not responsible for the lateness of mail carrier, weather conditions, etc.
29. **WITHDRAWAL OF BIDS:** bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.
30. **BID OPENINGS:** all bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as

## CITY OF PLANO INSTRUCTIONS FOR BIDDING

any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Plano purchasing guidelines, and project documents, including but not limited to the bid/proposal specifications and required submittal documents. The City will notify the successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.

31. **BID SUMMARY SHEET:** bid summary results will be made available forty-eight (48) hours after bid opening. Bidders desiring a copy of the bid summary sheet may view the results online forty-eight hours (48) hours after the bid opening at the following locations: [www.plano.gov/departments/purchasing/bid+information/bideval.htm](http://www.plano.gov/departments/purchasing/bid+information/bideval.htm) [City of Plano Purchasing website] or [www.bidsync.com](http://www.bidsync.com) [Bid Sync website]. No results will be given over the telephone.
32. **MINOR DEFECT:** the City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.
33. **EVALUATION:** bids/proposals will be evaluated as outlined in the bid/proposal document.
34. **SPLIT AWARD:** the City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.
35. **PROTESTS:** all protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the local government code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City council by contacting the City Secretary prior to council award. All staff recommendations will be made available for public review ninety-six (96) hours prior to consideration by the City council.

## CITY OF PLANO GENERAL TERMS AND CONDITIONS

1. **THESE TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF PLANO (CITY).**
2. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services ordered hereby, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City, unless agreed upon in writing through a proposal process.
3. **CONFLICTS:** In the event the terms and conditions herein expressed conflict with the terms and conditions of any specifications issued by the City in conjunction with this purchase, the specifications shall supersede these terms and conditions to the extent of the conflict.
4. **AUTHORIZATION:** The City of Plano will not accept or pay for articles delivered or services performed without a specific written Purchase Order.
5. **CONFORMITY OF GOODS/SERVICES:** All goods to be delivered or services to be performed shall conform in every respect to the specifications issued by the City in conjunction with its solicitation of bids or proposals. In the event no such specifications were issued, the goods or services shall conform to the proposal submitted by the vendor.
6. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By acceptance of this order, in addition to the guarantees and warranties provided by law, contractor expressly guarantees and warrants as follows:
  - A. that the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the contractor will bear the cost of inspecting and/or testing articles rejected.
  - B. that the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the contractor will, at contractor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
  - C. that the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
  - D. that nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
7. **PRICING:** Unit pricing shall be in strict conformity with the bid or proposal submitted by vendor, unless a price increase is authorized by the City.
8. **PRICE ESCALATION:** price escalations may be permitted by the City of Plano during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the product(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Plano reserves the right to accept or reject any/all price escalations.
9. **PRICE REDUCTION:** if during the life of the contract, the contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Plano's contracted prices, an equitable adjustment shall be made in the contract price.
10. **TAXES:** the City of Plano is exempt from federal manufacturer's excise and state sales and use tax. Tax exemption certificates will be executed by the City and furnished upon request.
11. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
12. **F.O.B./DAMAGE:** all orders shall be F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Plano assumes no liability for goods delivered in damaged or unacceptable condition. The contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
13. **DELIVERY TIMES:** deliveries will be acceptable only during normal working hours at the designated location.
14. **DELIVERY PROMISE – PENALTIES:** default in promised delivery without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods/services elsewhere, and charge any increase in cost and handling to the defaulting contractor.

## CITY OF PLANO GENERAL TERMS AND CONDITIONS

15. **INSPECTION, REJECTION, AND EXCESS SHIPMENT:** In addition to other rights provided by law, the City reserves the right (a) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (b) to reject articles shipped contrary to instructions or in containers which do not meet recognized standards, and (c) to cancel the order if not filled within the time specified. The City may return rejected articles or excess shipment on this order, or may hold the articles subject to the vendor's order and at vendor's risk and expense, and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping and other like expenses.
16. **INVOICES:** invoices must be submitted by the contractor to the City of Plano, Accounting Department, P.O. Box 860279, Plano, TX, 75086-0279. The City Purchase Order number **must** appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
17. **PAYMENT TERMS:** payment terms are net 30 unless otherwise specified by the City. Upon receipt of a properly executed invoice and verification of delivery from the consignee, payment will be processed for items or services delivered.
18. **PATENT RIGHTS:** the contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
19. **FUNDING:** the contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
20. **ASSIGNMENT:** the contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.
21. **AUDIT:** the City of Plano reserves the right to audit the records and performance of contractor during the contract and for three years thereafter.
22. **INSURANCE:** the City requires contractor to carry the minimum insurance as required by state laws and insurance requirements outlined in the bid/proposal documents.
23. **CHANGE ORDERS:** no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Plano.
24. **INDEMNIFICATION:** contractor agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage, intellectual property infringement claims (including patent, copyright and trademark infringement) or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of the contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the contractor, its officers, agents, employees, invitees, subcontractors, or sub-subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the contractor is legally responsible in the performance of the contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, and its officers, agents, employees or separate contractors. City does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor, at its own expense, is expressly required to defend City against all such claims. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this agreement. If contractor fails to retain counsel within the required time period, City shall have the right to retain defense counsel on its own behalf and contractor shall be liable for all costs incurred by City.

In addition to contractor's intellectual property infringement indemnification and defense requirements herein, if an infringement claim occurs, or in contractor's opinion is likely to occur, contractor shall, at its expense: (a) procure for city the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while

## CITY OF PLANO GENERAL TERMS AND CONDITIONS

providing functionally equivalent performance; or (c) accept the return of the product and grant city a reimbursement for the product. Contractor will proceed under subsection (c) above only if subsections (a) and (b) prove to be commercially unreasonable.

The intellectual property infringement indemnification herein applies to all products provided, supplied or sold under this agreement by contractor to City whether manufactured by contractor or a third party. Contractor represents that, to the best of its knowledge, City's use of products that are provided supplied, or sold by contractor to City as part of this agreement does not constitute an infringement of any intellectual property rights and City has the legal right to use said products. City enters into this agreement relying on this representation.

The indemnification herein survives the termination of the contract and/or dissolution of this agreement including any infringement cure provided by the contractor.

25. **TERMINATION** : the City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City.
26. **TERMINATION FOR DEFAULT**: the City of Plano reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.
27. **REMEDIES**: the contractor and the City of Plano agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.
28. **VENUE**: this agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin/Denton County, Texas. Exclusive venue shall be in Collin County, Texas.
29. **NO PROHIBITED INTEREST/COMPLIANCE WITH EQUAL RIGHTS ORDINANCE**: contractor acknowledges and represents that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City charter states that "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....."

Contractor agrees to comply with Section 2-11(F) of the City Code of Ordinances, which 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;

## CITY OF PLANO GENERAL TERMS AND CONDITIONS

- (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."

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 because it is: 1) a religious organization; 2) a political organization; 3) an educational institution; 4) a branch or division of the United States government or any of its departments or agencies; 5) a branch or division of the State of Texas or any of its departments, agencies or political subdivisions; 6) a private club that is restricted to members of the club and guests and not open to the general public; 7) 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.

- 30. **DELINQUENT TAXES:** section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Plano. Therefore, payment to a contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the contractor owes delinquent taxes to the City.
- 31. **EMPLOYMENT ELIGIBILITY VERIFICATION:** the immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

**Insurance Verbiage**

The successful vendor must **SUBMIT PROOF OF MEETING NECESSARY INSURANCE REQUIREMENTS** within ten (10) business days of notification by the City of Plano. Failure to respond within ten (10) business days will be grounds for declaring vendor non-responsive to specifications.

### **Form 1295 – Certificate of Interested Parties**

Pursuant to Texas Government Code §2252.908 the successful vendor must file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission prior to award of the contract. Failure to file and send the completed form within five (5) business days of request may be grounds for declaring vendor non-responsive to specifications.

Information regarding this form may be found on the Texas Ethics Commission's website at [www.ethics.state.tx.us](http://www.ethics.state.tx.us).

**SMWBE POLICY**

IT IS THE POLICY OF THE CITY OF PLANO TO INVOLVE SMALL BUSINESSES AND MINORITY/WOMAN OWNED BUSINESSES TO THE GREATEST EXTENT POSSIBLE IN THE PROCUREMENT OF GOODS, EQUIPMENT, SERVICES AND CONSTRUCTION PROJECTS. TO ASSIST US WITH OUR RECORDKEEPING, VENDORS SHOULD IDENTIFY ANY SMALL/MINORITY/WOMAN-OWNED COMPANY BEING UTILIZED IN THIS BID AND NOTE THE MONETARY INVOLVEMENT.

2016-0361-B  
Lease of Collinwood House  
for Rehabilitation and Utilization  
Specifications

**SCOPE**

The City of Plano is soliciting proposals from qualified entities interested in funding and managing the restoration, operation and on-going maintenance of the Collinwood House ("House"), located at 5400 Windhaven Parkway, Plano, Texas, in the future Windhaven Meadows Park. It is anticipated that the property will be leased to the successful offeror for a specified period of time. A requirement of the lease will be to rehabilitate, operate, maintain and utilize the House in accordance with the Objectives noted below. Ownership of the House is retained by the City, and the House shall not be sold, sub-leased, or moved.

Qualified entities must provide proof of at least \$1,500,000 cash in hand or an irrevocable letter of credit available to fund restoration of the house at the time the proposal is submitted in the amount of \$1,500,000 from a commercial bank which is FDIC Insured, **in good standing with the Federal Reserve Bank** and licensed to operate within the State of Texas on a form that is acceptable to the City of Plano Director of Finance. The City of Plano will not provide any funding for restoration, operation or maintenance of the house at any time.

The Lessee of the house ("Lessee") will act as an independent entity, not as an agent of the City, and will have control and responsibility for the maintenance, operation, and security of the House.

**OBJECTIVE**

Establish a tenant-funded use for restoration, operation, and maintenance of the Collinwood House that is compatible and complimentary to Windhaven Meadows Park and that contributes to the quality of life in the City of Plano.

**REQUIREMENTS**

1. Each offeror must attend one of the scheduled, mandatory site visits and sign in to record your attendance.
2. Each offeror must attend one of the scheduled, mandatory meetings with the City Planning, Engineering, Building Inspections, Fire and Facilities Departments to ensure that offerors understand the requirements for restoring and operating the house as a public facility and sign in to record your attendance.
3. Use of the House and Lease Area (*See Special Provision 3.*) is to be compatible with Windhaven Meadows Park, the neighborhood, and City of Plano Parks and Recreation System, and must not compete with other Park facilities or uses.
4. The Lessee will be required to attend at least two public meetings with adjacent residents and City staff concerning the proposed use of the House.
5. The House is to be rehabilitated and maintained in compliance with ***The Secretary of the Interior's Standards for Rehabilitation*** available at <http://www.nps.gov/tps/standards/rehabilitation/rehab/index.htm>.
6. Lessee must comply with all local, state, and federal laws, ordinances, codes, and regulations, as applicable including the Americans with Disabilities Act and Texas Alcohol and Beverage Commission (TABC) regulations.
7. Lessee will be responsible for all costs and liabilities related to the rehabilitation, remediation, use, operation, security, and maintenance of the House and Lease Area. Lease Area must be maintained to a condition equal to or better than the condition of the Park.
8. An existing septic system and buried propane tanks adjacent to the house must be removed by the successful offeror.

9. Parking will be provided at no expense to the City and will not be dependent on use of parking provided for park users. The number of parking spaces provided must meet code requirements for the proposed use. *(See Special Provision 6.)*
10. Lessee will be responsible for the provision of all utilities including, but not limited to, potable water, sewer, and electrical service. House does not currently have access to water or sewer; and electrical service is no longer up to code.
11. Proposed rehabilitation, use, operation, security, and maintenance of the House by Lessee must be financially sustainable with substantial evidence to support the likelihood of success.
12. The House and Lease Area must be protected from deterioration, fire, and vandalism.
13. Insurance requirements for the rehabilitation phase of the project have been provided as an attachment.
14. Insurance requirements for the operation phase will be determined based on the proposed use.
15. Payment, Performance, and Maintenance Bonds for the renovation/construction phase must also be provided in accordance with standard City requirements for construction on City property. Sample bonds are included as attachments.
16. Lessee will be responsible for obtaining all necessary permits for construction and operation.

17. **Prevailing Wage Rates**

Contractor and subcontractors shall comply with V.T.C.A. Government Code Chapter 2258, as amended, in performing the construction portion of this project. In accordance with Chapter 2258, as amended, the prevailing wage rates as set forth in the Contract Documents shall be paid on this project. For overtime work and legal holidays, the hourly rate shall be one and one-half times the basic hourly rate set forth in the schedule of prevailing wage rates, which is incorporated herein for all purposes. The City may require an affidavit stating that the Contractor has complied with the prevailing wage rate provision of the Contract Documents prior to acceptance of the project or at any time during or after completion of the Contract.

The City reserves the right to conduct interviews with the Contractor's and subcontractors' employees to insure compliance with V.T.C.A. Government Code Chapter 2258, as amended and with all applicable local, state and federal laws. Upon written request by City, the General Contractor shall be responsible for submitting payroll information to the City for all employees performing work on the project, whether employed by the General Contractor or a subcontractor. Each submittal shall be certified by the General Contractor as to completeness and accuracy.

A Contractor or subcontractor in violation of Chapter 2258 of the Texas Government Code, as amended, is liable for a penalty. That Contractor or subcontractor shall pay to the City Sixty and 00/100 Dollars (\$60.00) for each laborer, worker, or mechanic employed for each calendar day, or portion thereof, that such laborer, worker, or mechanic is paid less than the prevailing wage rates specified herein for Work done under this Contract. Nothing herein shall preclude the Contractor or subcontractor from paying higher wages than specified herein.

If the construction project involves the expenditure of federal funds in excess of Two Thousand and 00/100 Dollars (\$2,000.00), the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages determined by the Secretary of Labor to be prevailing on a project of a character similar to the contract work in the City of Plano or the Prevailing Wage Rates, whichever is higher.

18. A Contractor or subcontractor violating a requirement of this subsection may be determined ineligible to bid or propose on or receive any additional work during the calendar year following the year in which the violation occurred.

19. **Indemnification**

LESSEE WILL BE REQUIRED TO INDEMNIFY THE CITY AS PART OF THE LEASE AGREEMENT AS FOLLOWS: LESSEE 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 LESSEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE LESSEE IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

**SPECIAL PROVISIONS**

1. Selective demolition of the House is not allowed without prior written permission from the City.
2. The terms of the offer and any negotiated agreements will be incorporated into the lease agreement, which must be executed prior to rehabilitation of the House at Windhaven Park and which shall incorporate terms and conditions related to the rehabilitation of the House. Lessee will be permitted to operate the House and Lease Area only as described in the agreement.
3. Lease may also include a portion of the surrounding grounds ("Lease Area") for uses, programs, and activities associated with the house. An exact boundary for the Lease Area is to be determined through the proposal process, but must be less than three acres. The Lessee will be responsible for maintaining this site and will be required to demarcate the Lease Area through the use of a fence sufficient to secure the property.
4. Lessee will have exclusive rights to operate the House and Lease Area, conduct activities, and generate revenue from their approved use.
5. All proposals are subject to IRS regulations as they relate to tax exempt financed bonds. No corporate naming rights will be allowed. Naming for individuals or families is permissible.
6. The parking lot for the park has been designed to accommodate anticipated park usage. Lessee must define parking requirements for the staffing and operation of the House and Lease Area, and coordinate with the City to arrange for the construction of additional parking to satisfy this need. The City will not bear construction-related costs or pay design fees for the additional parking.

7. Activities at the house and associated site are allowed during the City's standard operating hours for parks, which are currently from 5:00 AM until 11:30 PM.

### **PROPOSAL RESPONSE FORMAT**

Provide one original hardcopy proposal and two softcopies on electronic media (e.g., CDs or USB drives). All pages should be numbered. Include the financial proposal as a separate electronic file, preferably in Excel format.

Responses should be written to answer this request rather than merely reiterating the objective or reformulating the requirements specified in the solicitation.

### **SECTION I—EXECUTIVE SUMMARY**

In this section, provide:

- Table of Contents—A table of contents for the proposal document.
- A concise narrative summary of the proposal explaining how it meets the City's stated objective, with supporting examples cited.

### **SECTION II—ORGANIZATION OR COMPANY PROFILE**

#### **Overview**

Provide a brief overview and history of the offering entity. Address its structure, size, and number of years in operation. Discuss your experience in operating similar types of facility or activity, as well as other previous endeavors.

#### **Personnel**

Provide resumes for the key individuals who will be involved in the project, and describe their roles.

#### **Financial Statements**

Provide audited financial statements and audit opinions for the organization or company for the past three years. If audited financial statements are not available, submit compiled financial statements for the same time period.

#### **Litigation History**

Provide a ten-year litigation history, for the entity and its principals, describing the nature of all claims and the disposition of each.

#### **References**

Provide references for the entity that are relevant in demonstrating the ability to successfully complete the proposed scope of work. List all references for similar projects including date, name, address, email address, and phone number of the owner/representative. Provide a description of each project and how long it has been operational. If it is no longer operational, explain. References may be contacted by the City.

Offerors are cautioned that the City may use data obtained from other sources as well as data provided in this Section in the evaluation of past and present performance.

### SECTION III—TECHNICAL RESPONSE - PROPOSED USE, ACTIVITIES, OPERATION AND SCHEDULE

#### **Proposed Use and Activities**

Submit information defining the intended use of the House and Lease Area, including anticipated users and participants, anticipated days/hours of operation, and public and private uses.

#### **Lease Term**

Specify the lease term that you are seeking. Proposal should also include the lessee's proposed course of action and security at the end of the lease term that will insure that the House is secure from vandalism once the lease term has ended.

#### **Business and Operations Plan**

Submit business plans for facilities to include: Planning, Funding, Design, Construction, Operation, Security, and projected annual profit/loss statement of each activity for 5 years.

#### **Parking Plan**

Proposals must include an estimate of the number of users expected at peak use for the house once in operation and how parking will be provided. Parking requirements must consider staff parking and parking/access requirements for caterers and other contractors that may be necessary for operation of the house. The plan must also identify how the house will be accessed for delivery and emergency access and how that access will relate to the proposed park improvements.

#### **Security**

Include a detailed description of how the house will be protected from vandalism. The proposal must also provide information concerning the lessee's expected course of action in the event the house is severely damaged or destroyed.

#### **Project Timeline and Work Plan narrative**

Provide a Project Timeline showing the length of time required for each of the project elements including contract negotiation, funding, development of proposed management and operational structure of entity, design and construction schedule, and start-up time for operation. Include any deliverables you would require from the City. Provide narrative of Work Plan to accompany Project Timeline.

#### **Risk Assessment**

Identify risks that might arise, including probability, and describe mitigations that are included in your proposal.

#### **Security against Default**

Offeror must identify what means it proposes to use to insure that the City is not financially obligated for the House if the lessee fails to renovate, operate or maintain the House successfully.

### SECTION IV—TECHNICAL RESPONSE - PROPOSED REHABILITATION

#### **Rehabilitation and Design Approach**

Submit a conceptual plan of the proposed rehabilitation of the House identifying proposed work and uses, and compliance with the *Secretary of the Interior's Standards for Rehabilitation*. Describe compliance with building codes, and local, state, federal, and other regulations for public buildings. Provide a proposed boundary for the Lease Area.

#### **Historic Landmark and Other Designations**

Discuss whether you intend to have the House designated as a City of Plano Heritage Landmark or Recorded Texas Historic Landmark or listed in the National Register of Historic Places.

**SECTION V - FINANCIAL INFORMATION FOR PROPOSED PROJECT****Anticipated Budget for Proposed project**

Provide budget for the proposed project, including:

- Budget for Construction Costs for Rehabilitation  
Provide budget of projected cost to plan, design, construct, remediate, and rehabilitate of the House, and associated improvements. Address if project will be constructed in phases and if so, include projected budgets for each phase.
- Start-up costs for the development of proposed management and/or operations, staffing, and other costs prior to opening
- Activation and other “soft costs” prior to opening
- Annual operational costs including staffing, programs, operation, and utility costs
- Annual maintenance cost

**Financial or Funding Capacity**

Provide proof of at least \$1,500,000 cash in hand, or provide an irrevocable letter of credit available to fund restoration of the house in the amount of \$1,500,000 from a commercial bank which is FDIC Insured, in good standing with the Federal Reserve Bank and licensed to operate within the State of Texas on a form that is acceptable to the City of Plano Director of Finance. If an irrevocable letter of credit is submitted, it shall be required to be in place for the entire period of the House rehabilitation project. If the cost of restoration is expected to exceed \$1,500,000, identify the source of the additional funds needed.

Provide a five-year business plan that clearly identifies how on-going operation and maintenance of the house will be funded and the source of expected revenues and/or donations. Substantial evidence of the expected source of any future donations must be provided.

Note that the City of Plano will not provide any funding for restoration, operation or maintenance of the house at any time.

**Revenue to the City**

Propose a lease payment amount, and provide information regarding revenue from the operation of the House and Lease Area that will be shared with the City.

The lease proposal must contain a monetary payment value in United States dollars. Proposals that fail to contain a monetary dollar value for a lease payment will be considered non-responsive. In-kind services or zero sum values will not be accepted for lease payment.

**EVALUATION CRITERIA**

The City will select the proposal that is determined to be the most advantageous to the City, considering the relative importance of the following criteria, weights, and any other facts considered relevant by the City. The City reserves the right to request presentations or demonstrations from some or all proposals in order to further develop evaluation scores.

The City reserves the right not to award if no proposal fully meets the criteria set forth in this Request for Proposal.

<u>Organization or Company profile</u>	<b>20%</b>
Entity history, financial stability and viability, litigation record, and past and present operational performance and references (Section II)	
<u>Project Understanding and Technical Response Proposed Use, Activities, Operation and Schedule</u>	<b>20%</b>
The degree to which the Offeror shows an understanding of the City's objective for the operations and activities planned for the House, contributions to quality of life, and the likelihood of success. (Section III)	
<u>Project Understanding and Technical Response Proposed Rehabilitation</u>	<b>20%</b>
The Offeror's plan for the rehabilitation of the House, proposed Lease Area, and plans for landmark registry. (Section IV)	
<u>Financial Information for Proposed Project</u>	<b>40%</b>
(Section V)	

**BEST AND FINAL OFFER**

The City reserves the right to request a best and final offer from any or all offerors

**ATTACHMENTS**

Site Survey

*Intensive Cultural Resources Survey of the Collinwood Farm for the Proposed Windhaven Meadows Park, February 29, 2016* including Architectural Report and History of Collinwood House

Structural Report

Aerial Photograph

Hazardous Materials Report

Site Plan for Windhaven Meadows Park

CAD files of Proposed Park and Survey

City of Plano Insurance Requirements for the Construction/Rehabilitation Phase

Sample Insurance Certificate for the Construction/Rehabilitation Phase

Sample Payment, Performance, and Maintenance Bonds for the Construction/Rehabilitation Phase

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
 Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

## CIQ CONFLICT OF INTEREST QUESTIONNAIRE

Any vendor who completes this questionnaire must separately file the form with the City Secretary's Office at:

City of Plano  
City Secretary's Office  
1520 K Avenue  
Plano, TX 75074

For purposes of completion of the required Conflict of Interest Questionnaire for the City of Plano, a complete list of Local Government Officers for the City of Plano and its agents can be found online at <http://www.plano.gov/190/Conflicts-Disclosure>.

**MAINTENANCE BOND**

**STATE OF TEXAS**

§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF COLLIN**

That \_\_\_\_\_, hereinafter called "**Principal**", and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and licensed to transact business in the State of Texas, hereinafter called "**Surety**", are held and firmly bound unto the **CITY OF PLANO, TEXAS**, a home rule municipal corporation hereinafter called "Beneficiary", in the amount of \_\_\_\_\_ **DOLLARS** (\$\_\_\_\_\_), in lawful money of the United States, to be paid in Plano, Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors and assigns, jointly and severally, and firmly by these presents. This bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract price, but in no event shall a change order or supplemental agreement which reduces the Contract price decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain written Contract with the Beneficiary, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, A.D. which is made a part hereof by reference for the construction of certain public improvements that are generally described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE**, if Principal will maintain and keep in good repair the work herein contracted to be done for a period of one (1) year from the date of final acceptance and do and perform all necessary work and repair any defective condition, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal; then this obligation shall be void, otherwise it shall remain in full force and effect; and in case Principal shall fail to do so it is agreed that the City may do such work and supply such materials and charge the same against Principal and Surety on this obligation.

**PROVIDED, FURTHER**, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

**PROVIDED FURTHER**, that Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings,

etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_  
Address \_\_\_\_\_  
Tel. No. \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_

**BY:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

**SURETY:** \_\_\_\_\_  
Address \_\_\_\_\_  
Tel. No. \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_

**BY:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

**NOTE:** Date on Page 1 of Maintenance Bond must be same date that City Council awarded Contract. Date on Page 2 of Maintenance Bond must be after date of Contract. If Resident Agent is not a corporation, give a person's name.

**PAYMENT BOND**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF COLLIN       §**

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, hereinafter called "**Principal**", and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully licensed to transact business in the State of Texas, hereinafter "**Surety**", are held and firmly bound unto the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Beneficiary", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements described below, in the penal sum of \_\_\_\_\_ **DOLLARS** (\$\_\_\_\_\_) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain written Contract with the Beneficiary, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, A.D. which is made a part hereof by reference, for the construction of certain public improvements that are generally described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in said Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

**AND PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to

Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Texas Government Code Section 2253.001, et seq., and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Texas Insurance Code Article 3503.003.

**IN WITNESS WHEREOF**, this instrument is executed in counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_  
Address \_\_\_\_\_  
Tel. No. \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_

**BY:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

**SURETY:** \_\_\_\_\_  
Address \_\_\_\_\_  
Tel. No. \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_

**BY:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

**NOTE:** Date on **Page 1** of Payment Bond must be **same date that City Council awarded Contract**. Date on **Page 2** of Payment Bond must be **after the date that City Council awarded the Contract**. If Resident Agent is not a corporation, give a person's name.

**PERFORMANCE BOND**

**STATE OF TEXAS            §**  
**§**  
**COUNTY OF COLLIN       §**

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ hereinafter called "**Principal**", and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully licensed to transact business in the State of Texas, hereinafter called "**Surety**", are held and firmly bound unto the **CITY OF PLANO, TEXAS** a home-rule municipal corporation, hereinafter called "Beneficiary", in the penal sum of \_\_\_\_\_ **DOLLARS** (\$\_\_\_\_\_) plus fifteen percent (15%) of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain written Contract with the Beneficiary, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, A.D. which is made a part hereof by reference, for the construction of certain public improvements that are generally described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the plans, specifications and contract documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final completion and final acceptance of the Work by Beneficiary; and, if the Principal shall fully indemnify and save harmless the Beneficiary from all costs and damages which Beneficiary may suffer

by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action be filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

**PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Texas Government Code Section 2253.001, et seq., and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Texas Insurance Code Section 3503.003.

**IN WITNESS WHEREOF**, this instrument is executed in \_\_\_\_ copies, each one of which shall be deemed an original, this, the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_  
Address \_\_\_\_\_  
Tel. No. \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_

**BY:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

**SURETY:** \_\_\_\_\_  
Address \_\_\_\_\_  
Tel. No. \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_

**BY:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of process is:

NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

**NOTE:** Date on **Page 1** of Performance Bond must be **same date that City Council awarded Contract**. Date on **Page 2** of Performance Bond must be **after the date that City Council awarded the Contract**. If Resident Agent is not a corporation, give a person's name.

## Vendor Acknowledgment Form

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices submitted in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the Invitation for Bid/Proposal.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name: \_\_\_\_\_

Address of Principal Place of Business: \_\_\_\_\_

\_\_\_\_\_

Phone/Fax of Principal Place of Business: \_\_\_\_\_

\_\_\_\_\_

Address, Phone and Fax of Majority  
Owner Principal Place of Business:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail Address of Representative: \_\_\_\_\_

Authorized Representative:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Acknowledgement of Addenda:

#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_ #6 \_\_\_\_\_

## VENDOR SUPPLEMENTAL INFORMATION

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The following information is required for contract development.

1. **In what state was your business formed?** [Click here to enter text.](#)
2. **Provide the following information for the person authorized to execute contracts on behalf of your organization:**

Name: [Click here to enter text.](#) Title: [Click here to enter text.](#)

Mailing Address: [Click here to enter text.](#) City: [Click here to enter text.](#)

State: [Click here to enter text.](#) Zip: [Click here to enter text.](#)

3. **Provide the following information for the contact person authorized to implement this contract on behalf of your organization:**

Name: [Click here to enter text.](#) Title: [Click here to enter text.](#)

Mailing Address: [Click here to enter text.](#)

City: [Click here to enter text.](#) State: [Click here to enter text.](#) Zip: [Click here to enter text.](#)

4. **Select and complete one of the following:**

a.  **Sole Proprietorship**

i. Legal name of Sole Proprietor: [Click here to enter text.](#)

ii. Business address: [Click here to enter text.](#)

iii. City: [Click here to enter text.](#) State: [Click here to enter text.](#) Zip: [Click here to enter text.](#)

b.  **General Partnership**

i. Legal name of Partnership: [Click here to enter text.](#)

ii. Business address: [Click here to enter text.](#)

iii. City: [Click here to enter text.](#) State: [Click here to enter text.](#) Zip: [Click here to enter text.](#)

## VENDOR SUPPLEMENTAL INFORMATION

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**c.  Limited Partnership**

- i. Legal name of Limited Partnership: [Click here to enter text.](#)
- ii. Business address: [Click here to enter text.](#)
- iii. City: [Click here to enter text.](#) State: [Click here to enter text.](#) Zip: [Click here to enter text.](#)

**d.  Corporation**

- i. Legal name of Corporation: [Click here to enter text.](#)
  - ii. Business address: [Click here to enter text.](#)
- City: [Click here to enter text.](#) State: [Click here to enter text.](#) Zip: [Click here to enter text.](#)

**e.  Limited Liability Company**

- i. Legal name of Limited Liability Company: [Click here to enter text.](#)
  - ii. Business address: [Click here to enter text.](#)
- City: [Click here to enter text.](#) State: [Click here to enter text.](#) Zip: [Click here to enter text.](#)

**f.  Other Entity (not listed)**

- i. Legal name and type of Company: [Click here to enter text.](#)
  - ii. Business address: [Click here to enter text.](#)
- City: [Click here to enter text.](#) State: [Click here to enter text.](#) Zip: [Click here to enter text.](#)

**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 \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of \_\_\_\_\_, 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.

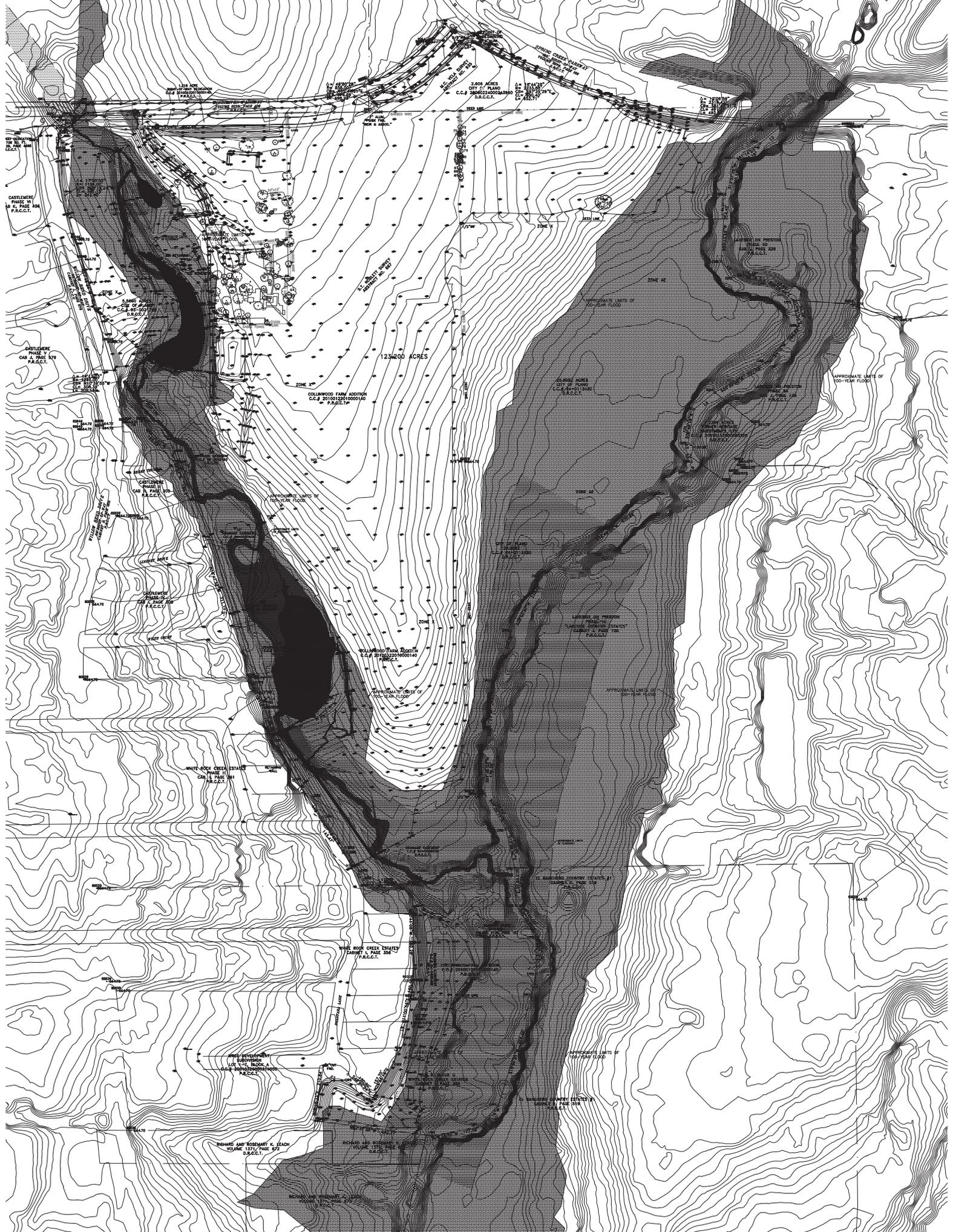
\_\_\_\_\_ A private club that is restricted to members of the club and guests and not open to the general public.

\_\_\_\_\_ 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]







1316 ACRES  
CASTLEMEERE TRACT  
C.C. # 200012210000140  
P.R.C.C.T.

2,008 ACRES  
C.C. # 200012210000140  
P.R.C.C.T.

31 ACRES  
C.C. # 200012210000140  
P.R.C.C.T.

CASTLEMEERE TRACT  
PAGE 31  
C.C. # 200012210000140  
P.R.C.C.T.

CASTLEMEERE TRACT  
PAGE 32  
C.C. # 200012210000140  
P.R.C.C.T.

CASTLEMEERE TRACT  
PAGE 33  
C.C. # 200012210000140  
P.R.C.C.T.

CASTLEMEERE TRACT  
PAGE 34  
C.C. # 200012210000140  
P.R.C.C.T.

CASTLEMEERE TRACT  
PAGE 35  
C.C. # 200012210000140  
P.R.C.C.T.

CASTLEMEERE TRACT  
PAGE 36  
C.C. # 200012210000140  
P.R.C.C.T.

123,400 ACRES  
COLLIERWOOD FARM ADDITION  
C.C. # 2010012210000140  
P.R.C.C.T.

COLLIERWOOD FARM TRACT  
C.C. # 2010012210000140  
P.R.C.C.T.

WHITE ROCK CREEK TRACTS  
PAGE 1  
C.C. # 2010012210000140  
P.R.C.C.T.

WHITE ROCK CREEK TRACTS  
PAGE 2  
C.C. # 2010012210000140  
P.R.C.C.T.

RICHARDS AND BOEHMERS, K. EACH  
VOLUME 1271, PAGE 872  
P.R.C.C.T.

RICHARDS AND BOEHMERS, K. EACH  
VOLUME 1271, PAGE 872  
P.R.C.C.T.

13. MARSHES COUNTY TRACTS, BY  
C.C. # 2010012210000140  
P.R.C.C.T.

APPROXIMATE LIMITS OF  
10-YEAR FLOOD

APPROXIMATE LIMITS OF  
100-YEAR FLOOD

APPROXIMATE LIMITS OF  
100-YEAR FLOOD

Ms. Liz Del Turco  
Project Manager, Landscape Architect  
Plano Parks and Recreation Department  
City of Plano  
1409 Avenue K  
Plano, Texas 75074

June 11, 2014  
December 11, 2014 (rev2)

Re: Physical Inventory of the historic Collinwood House  
5400 Windhaven Parkway, Plano, Texas

Dear Liz:

We have completed Phase I - Conducting a Physical Inventory of the Collinwood house and our findings are included in this letter/report. The intent of this phase was to review the house and inventory to determine the house's original floor plan and its later alterations and prepare an inventory of salvageable materials.

This report is organized as follows:

- Context
- Historic Overview of the Collinwood house
- Physical Description of the Collinwood house
- Summary of the Physical Description
- Inventory of Salvageable Materials
- I-House architectural form

## **Context**

The Collinwood House is located on Windhaven Parkway, between the Dallas North Tollway and West Spring Creek Parkway. The house sits within a large tract of land with open fields, a creek near the east and west property lines and small ponds. The area surrounding the house includes several large expanses of open lawn with large trees, the subject house, two small residential structures (used for family spaces and guesthouses), other secondary buildings, a tennis court and a small pool cabana. A pool at the site has been filled in and is no longer visible.

Constructed in an area that was once a rural farmland, the property and house are now surrounded by newer residential subdivisions.

## Historic Overview of the Collinwood House

The first owner of the property that includes the Collinwood house was Samuel T. Noblit, who was granted 640 acres from the Peters Colony in 1850.<sup>1</sup> Noblit sold this land to Elisha Chin in 1856, shortly after he patented the land grant and received title.<sup>2</sup> Although the Collin County Deed Records indicated that Chinn sold a 200-acre tract of the land (the tract that contains the house) to C. M. (Charles Meredith) and J. K. (Julian) Fox in 1861, a review of the Collin County tax rolls indicates that the Fox brothers were making property tax payments on the land between 1856 and 1862. This suggests that Chinn, who lived in Denton County, divided the larger land grant into sections and sold this tract to the Fox brothers – probably on terms – almost immediately after he acquired it. The Fox brothers each had wives and children (one child for Julian; three children for Charles) so they would have needed something better than a lean-to or tent in which to live. It appears very likely that the Fox brothers built the house.

In 1862 the Fox brothers sold the house to Clinton S. (Shepard) Haggard. Rutledge Haggard reports that Haggard moved into the Fox brothers' house shortly after he purchased the property, because the site provided better access to water than the land where the Haggard's' earlier house was located.<sup>3</sup> Clinton Shepard Haggard was born in Winchester, Kentucky in 1838. In 1856, at the age of eighteen he moved to Texas with his father, John Haggard, and his siblings and they settled on a section of land near Plano. Clinton Haggard married Nannie Kate Lunsford in 1859. When the Civil War began he joined Confederate forces and served in Alexander's Regiment and later in Martin's Regiment. After the war he returned to Plano and became a successful landowner and stockman; he and Nannie had nine children.

It is not known how long Clinton Haggard lived in the Fox's house, but the family eventually moved back to his first house. The subject property remained in the Haggard family for about 74 years, until Haggard's granddaughter sold the land and house in 1936. Rutledge Haggard, noted that he believes that Walter A. Reeves, who purchased the property in 1946, was the person who did the initial major "remodeling" of the house.<sup>4</sup>

Later owners of the site were Annabel Aldredge Kendrick and C. R. Kendrick/Nance Brown Motor Company, Clinton Haggard's' daughter and her husband (- 1924); Emma Ruth Aldredge (Clinton Haggard's' granddaughter) 1924 - 1936; Addax Belle Rogers (1936 - 1946); Walter A. Reeves (1946 - 1956); J. B. (Jason Byron) and Mary R. Sowell (1956 - 1986); their sons J. B. Sowell, Jr. and James B. Sowell (1986 - ). The property was platted in 2009 and obtained by the City of Plano in 2009.

The construction date of the house has been reported by previous owners to date from 1861 and substantiated by a limestone block with a name and date scratched onto the surface that reads: 'Mr. James A (or H) Bell, 1861.' The research conducted confirms that the property was never owned by a James Bell. However, the date on the stone is consistent with the historic record of the house - and was very likely constructed by C. M and J. K. Fox shortly after they purchased the property in 1861. It is possible that a James Bell worked on the construction of the house and inscribed this stone to reflect his involvement.

---

<sup>1</sup> Peters Colony Grant, Fannin, Third-Class, No. 1619; Abstract No. 667; Patent date February 14, 1856).

<sup>2</sup> Property records also refer to Elisha Chin as Elisha Chinn.

<sup>3</sup> Interview with Rutledge Haggard and Carol Roark, September 9, 2014.

<sup>4</sup> Ibid.

## Physical Description of the Collinwood house

### General Description

The house has two distinct building forms - a rectangular front form and a rear 'ell' that is also rectangular in form but orientated ninety degrees to the front portion. The front portion of the house is 2-stories, rectangular in plan and orientated north-south with the front facade (and front door) facing east; this portion of the house is a symmetrical, center hall form with single rooms at each side of what was originally a wide hall. A staircase in the hall leads to the second story which is identical in plan to the first - a center hall with two rooms on each side. This portion of the house has a side-gabled roof with a front-facing gable in the center of the front facade and symmetrical window and door opening patterns.

The rear 'ell' (or wing) at the west side of the house was part of the original construction. This wing includes two rooms at the first floor - now the kitchen and dining room and at the second floor and a large master suite at the second floor. The roof rafters appear to be integral with those of the front portion of the building, indicating that the second floor and its roof were also part of the original construction. Such rear 'ells' of I-houses often had one or more side, linear porches which would have provided shaded work areas for the family; it is not known if such porches were originally at the house. The rear 'ell', rectangular portion of the house adjoins the front portion of the house to form a 'T' shaped house.



Southeast corner of house, with front facade at right



Front facade with pair of front doors and sidelites at center of facade.

This house is commonly referred to as an 'I-house' - a 2-story vernacular house characterized by an enclosed center hall with stair, and with rooms on each side, with side gable roof form. The rear wing of the house now accommodates a dining room, a half toilet and storage closet at the first floor and a large master bedroom and bath at the second floor; this layout of the rear 'ell' is not thought to be original. Although not present at the front portion of the Collinwood house, such houses often have chimneys located at each end of the house or at the interior walls between the hallway and the adjacent rooms.

A newer portion of the house is the single-story sunroom at the south-east corner of the house. The existing house is approximately 3,200 square feet in size.



Current First Floor plan



Current Second Floor plan

**Exterior**

The front, east-facing main facade is five bays wide, with the side-gabled roof broken by a front-facing gable that aligns with and one window dormer on either side of the gable that extend from the exterior wall below. The center bay contains the formal main entrance to the house and a single window at the second floor. The main entrance consists of a pair of wood doors with divided full lights and wood framed screened doors; these doors and sidelites do not appear to be in their original location although some components (sidelight panels) may be historic. A front facing gable roof is at the center of the front facade, and provides the upstairs hall with a taller ceiling. The center gable extends down to the first floor - which is not unusual for this style of house but the slope is less steep than what is typically found on homes of this era.

The bays to the far left and far right of this facade consist of a misaligned first floor window and second floor dormer as the windows appear to have been placed in relationship to the rooms they served and not relative to the exterior facade; these window locations are quite likely later modifications. The house is currently clad in cedar shingles. During the initial observation evidence of earlier 4" wide horizontal clapboard wood siding was found under these shingles; this siding is consistent with siding dating from the 1860s and 1870s found on other historic structures in North Texas although it is not known if this siding is original. Vertical corner boards and deep horizontal molding frame the structure; these appear to be original.

The attached wood framed front porch is three bays wide, and has a sloped roof supported by four 6"x6" wood columns and simple square trim at the top of the post. The underside of the porch is beaded board. The form of the porch roof is not typical of I-houses of this era and is not thought to be original.

### **Foundation and Structure**

The house was constructed of milled wood studs supported by a large (8" x 8") hand-hewn wood perimeter beams placed on large limestone blocks, some cut and others less shaped; these act as piers. The connection between the beams at the front portion of the house and the rear 'ell' are integral which indicate two portion of the house were constructed at the same time. One of the perimeter wood beams at the rear 'ell' was cut when the stair serving the basement was constructed. Other wood and log details in this area were not visible.

The milled wood floor joists at the first floor center hall run north-south while the floor joists at the two adjacent rooms run east-west. The longleaf pine flooring runs in the opposite direction; it is not known if there is a subfloor. The floor joists at the outer two rooms have been shored up with wood bracing.



Photo of crawl space below the original house, with stone boulders. Wood bracing of the floor joists are visible in the background.



Photo of crawl space below rear wing showing metal, ducts, PVC and metal sanitary line and stone boulders.

The perimeter of the house is closed off from the exterior by a concrete perimeter grade beam; this is faced with brick on the exterior face. The interior face of this perimeter wall can be observed from the basement in selected areas and appears to be corrugated metal which could have served as the form for the cast-in-place concrete wall. This perimeter wall appears to have provided stable ground below the house as the crawl space was dry.

The foundation below the Sunroom - a more recent addition - was not visible from the basement or any other location and is not known.



View of perimeter hand-hewn wood beam at east wing; this beam was cut to accommodate stairs.



View of concrete block wall in Basement and hand-hewn wood beam w/ steel sanitary sewer below.

### ***Interior - First floor and basement***

As noted above, the front portion of the house was originally a center-hall plan with single rooms to each side; the floor plan measures approximately 18'-6" by 48'-6". The original wall between the hall and north room has been removed, creating a larger single room. The historic stair, located in what was the original hall, remains in place and extends to the second floor. This flooring in these two rooms is wider long-leaf pine flooring, approximately 6" widths, and in good condition. The flooring in what was the original hall is laid in an east-west direction while the flooring in the north room is laid in a north-south direction; this is consistent with these spaces originally being two separate rooms. While this long leaf pine flooring is historic (prior to late 1920s), it does not show marks where this hall wall would have originally been and is in good condition - which indicates this flooring is a replacement, or if original, is an unusually thick floor boards that have allowed repeated re-finishing without showing damage.

This south room has a modern brick fire place at the south wall; this chimney ends at the second floor with just a flue extending to the roof. Several historic elements were incorporated into the fireplace including a historic wood fireplace surround, mantle and a limestone block which is said to date from the house's original construction. A narrow stair wraps around and flue to the second floor. Like the north room, this room has long leaf pine flooring, approximately 6" widths and is in good condition.



Limestone block with 'Mr. James Bell' and '1861' carved into surface.

The two-story rear wing extends to the west and was centered on the west facade of the front portion of the house. This wing is almost the same width as the original house (18'-2" +/-) and consists of the kitchen, dining room and restroom. The dining room has the same flooring as the front portion of the house - long leaf pine.

A more recent addition to the house is located at the south-west corner and is a one-story sunroom that provides access to the south room and the dining room. A small toilet and stair to a basement are located at the eastern end of this room. The finishes at the first floor are long leaf pine flooring (except in the basement), gypsum board wall finishes and v-groove, tongue-and-groove board ceilings in the original north and south room, the sunroom; the remainder of the rooms have gypsum board ceilings. The sunroom has brick flooring.

As described above, the house has undergone a number of interior alterations with new rooms inserted (bathrooms, closets, kitchen), interior upgrades with new floor, wall and ceiling finishes that have obscured or covered over the historic finishes and related infrastructure work with vertical chases for air conditioning systems and electrical wiring. As a result, some historic features are missing or have been modified.

The basement extends under the southern end of the rear addition, and is rectangular in shape. The basement's walls are of different materials - cast in place concrete and concrete blocks laid in a running bond - which may indicate different construction times. The north and west walls are partial height and open to the crawl spaces below these adjacent spaces. The south wall is full height (to the underside of the floor joists) and the west wall has an opening to the yard at the upper few feet.

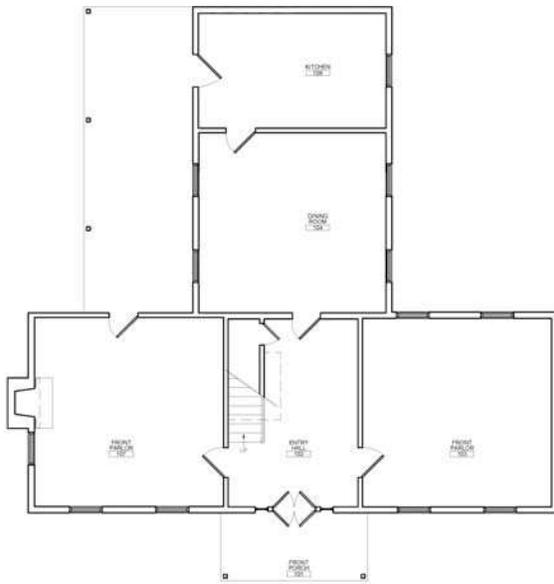
### ***Interiors - Second floor***

The stair to the second floor is an open, wide stair of wood framing, painted wood railing and vertical railing pickets. The handrail curves 90 degrees and turns into the wood newel post. The first 11 treads lead to a square landing with the remaining 3 treads turned perpendicular to the landing; these treads are 2" thick long leaf pine with bullnose nosings.

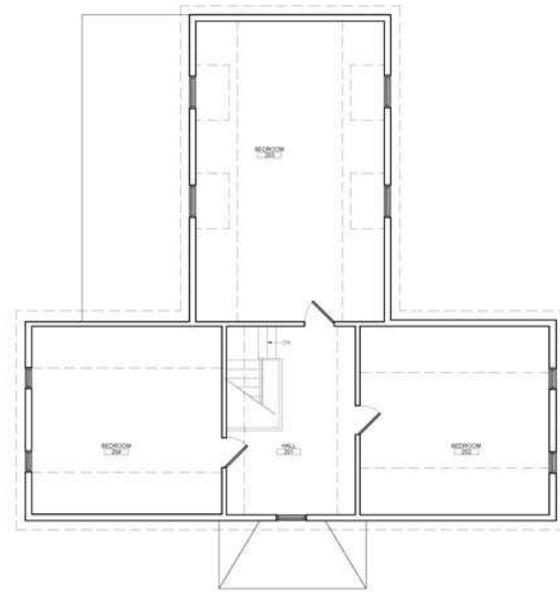
The second floor is similar in plan to the first, a central hall with one room on either side; the south bedroom includes a newer bathroom. The rear wing is accessed from the center hall and contains a master suite with large bedroom, master bath and closets. Finishes at these rooms include wood flooring in the north and south rooms and carpet elsewhere, gypsum board walls and ceilings.

**Possible original floor plans of Collinwood House**

Based on typical floor plans of late 19th-century 'I Houses' found in North Texas, the floor plans below reflect what the Collinwood house floor plans might have originally been. This is based on limited evidence and remaining historic fabric and is offered here as a possibility. It is encouraged that further investigation and selective demolition be conducted to continue this investigation.



Possible First Floor original plan



Possible Second Floor original plan

## **Summary of the Physical Description of the house**

The Collinwood home was constructed in two phases and the description below describes each phase separately:

- Original, eastern and western portions of the house are thought to date from 1861.<sup>5</sup>
- Sunroom at the southeast corner of the house; this appears to date from around the 1970s

### ***Front (East) and Rear (West) Wings***

The hand hewn wood perimeter beam, the boulders serving as piers, the I-house building form, and numerous details (wood trim, large baseboards at the stairs, doors) serve to reinforce the 1861 construction date noted earlier.

The front porch as it exists today has elements that suggest it is historic, like the bead board ceiling but its scale and proportion suggest modifications might have been made to the original design or it may be a replacement porch - which is not unusual for a house of this age.

Other aspects of the house are uncertain or appear to have been modified - the front entry, front facade and porch, fireplace locations, date of the wood flooring throughout the house, window placement - but do not detract from the early date of construction of the house. Unfortunately, the newer finishes in the west wing have obscured any historic finishes that may remain. Further investigation and selective demolition is needed to address these questions.

### ***Sunroom***

As this is a newer addition (1970s or thereabouts), it is not historic. However, when this is removed, consideration should be given to carefully removing the foundation to look for evidence of historic porches or other features that may remain in place below this foundation.

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<sup>5</sup> White Rock Creek Master Plan, Site History chapter, page 20 and heresy about limestone embedded in newer masonry fireplace.

## **Inventory of Salvageable Materials**

If the Collinwood house cannot be relocated, materials in the building that may be salvageable for use by others include:

### Exterior and structural materials and features:

Exterior pair of front doors, screen doors, hardware and door trim

Exterior windows, wood trim

Sidelites at front door

Exterior wood corner boards, fascias and other exterior wood trim.

Perimeter hand-hewn wood foundation beam

Studs (particularly if these are long leaf pine)

### Interior materials and features

Historic wood fireplace surround and mantle

Historic doors, hardware and door frame trim

Long leaf wood flooring

Interior wood trim at windows, stair nosings, stair handrail, larger baseboards at stairs and other locations.

### ***The 'I House' architectural form***

The 'I-house' vernacular form derives its name from those states where this form of vernacular houses was first noticed - in the states of Indiana, Illinois and Iowa although this style house is quite common in the North-East and throughout the mid-west states. Fred B. Kniffen, a well-known specialist in folk architecture, first utilized the 'I-House' term in a 1936 Study of Louisiana house types; the term has since become common terminology.

The style derives from traditional 17th century English vernacular houses and was brought to the United States by English colonists; these early homes in England and the British colonies were masonry load-bearing with small openings for windows and doors. As the colonists moved west, they brought this simple, house form with them and made changes consistent with the warmer climates - larger windows, larger porches to provide shaded areas to work in during the hot summers, and had open crawl spaces below - to increase ventilation.

For expedient construction, these homes were typically constructed of wood by settlers. Porches were also typical in this style of homes and often included a front porch (for guests) and a rear porch used as a work area. Rear 'ells' were often built at the rear of the house, often with a side porch on one or both sides; these additions and porches were often later additions.

Although this house is defined by its physical shape, these houses are found with architectural styles that vary from the vernacular, to Queen Anne or Victorian, and in other areas of the country include Colonial ornamentation. The I-house is a common house form found in Texas, typically dating from 1850s thru late 1800s, although some homes of this style were constructed in the early 1900s, and are common in rural areas and in smaller communities.

Other examples of this style homes in North Texas include the Brent House at Dallas Heritage Village, the Nash Farmstead in Grapevine, and an un-named house at Allen Heritage Village.



Nash house, Grapevine, Texas

## PLM Summary Report

Steve Moody Micro Services, LLC  
 2051 Valley View Lane  
 Farmers Branch, TX 75234 Phone: (972) 241-8460

NVLAP Lab Code 102056-0  
 TDSHS License No. 30-0084

Client :	EHP Consulting, L.L.C.	Lab Job No. : 13B-10047
Project :	5400 Wind Haven Parkway, Plano, Texas	Report Date : 09/10/2013
Project # :	131924	Sample Date : 09/06/2013
Identification :	Asbestos, Bulk Sample Analysis	
Test Method :	Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600 / R-93 / 116	

Page 1 of 1

On 9/10/2013, ten (10) bulk material samples were submitted by Chris Foster of EHP Consulting, L.L.C. for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
1	Wall Texture / Sheetrock / Joint Compound, Main House, Front Closet	None Detected - Drywall Material 3% Chrysotile - Joint Compound 3% Chrysotile - Texture
2	Sheetrock / Joint Compound, Main House, Basement	None Detected - Drywall Material 3% Chrysotile - Joint Compound 3% Chrysotile - Texture
3	Wall Texture / Sheetrock / Joint Compound, Main House, Front Door	None Detected - Drywall Material 3% Chrysotile - Joint Compound 3% Chrysotile - Texture
4	Sheetrock / Joint Compound, Main House, Basement	None Detected - Drywall Material 3% Chrysotile - Joint Compound
5	Sheetrock, Main House, Basement	None Detected - Drywall Material
6	Cinder Block / Mortar, Main House, Basement	No Cinder Block None Detected - Mortar
7	Window Seal, Main House	None Detected - Sealant
8	Cement Slab, Main House	None Detected - Cement
9	Exterior Brick / Mortar, Main House	None Detected - Brick None Detected - Mortar
10	Attic Insulation, Main House, Attic	None Detected - Pink Insulation <1% Actinolite - Vermiculite

These samples were analyzed by layers. Quantification, unless otherwise noted, is performed by calibrated visual estimate. The test report shall not be reproduced, except in full, without written approval of the laboratory. The results relate only to the items tested. These test results do not imply endorsement by NVLAP or any agency of the U.S. Government. Accredited by the National Voluntary Laboratory Accreditation Program for Bulk Asbestos Fiber Analysis under Lab Code 102056-0.



Analyst(s): Will Colbert

Lab Manager : Heather Lopez

Lab Director : Bruce Crabb

Approved Signatory : *Heather Lopez*

Approved Signatory : *Bruce Crabb*

Thank you for choosing Steve Moody Micro Services

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Steve Moody Micro Services, LLC  
 2051 Valley View Lane  
 Farmers Branch, TX 75234 Phone: (972) 241-8460

**PLM Detail Report**  
 Supplement to PLM Summary Report

NVLAP Lab Code 102056-0  
 TDSHS License No. 30-0084

Client : EHP Consulting, L.L.C.  
 Project : 5400 Wind Haven Parkway, Plano, Texas  
 Project # : 131924

Lab Job No. : 13B-10047  
 Report Date : 09/10/2013

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
1	Drywall Material (Light Beige)	5%	Cellulose Fibers	5%	09/10	WC
			Gypsum / Binders	95%		
	DW Paper / Tape (Tan / White)	10%	Cellulose Fibers	100%		
	Joint Compound (Off-White)	40%	Chrysotile	3%		
			Calcite / Talc / Binders	97%		
2	Texture (Off-White)	45%	Chrysotile	3%	09/10	WC
			Calcite / Talc / Binders	97%		
	Drywall Material (Light Beige)	15%	Cellulose Fibers	5%		
			Gypsum / Binders	95%		
	DW Tape (White)	5%	Cellulose Fibers	100%		
3	Joint Compound (Off-White)	40%	Chrysotile	3%	09/10	WC
			Calcite / Talc / Binders	97%		
	Texture (Off-White)	40%	Chrysotile	3%		
			Calcite / Talc / Binders	97%		
	Drywall Material (Light Beige)	60%	Cellulose Fibers	5%		
4			Gypsum / Binders	95%	09/10	WC
	DW Paper / Tape (Tan / White)	5%	Cellulose Fibers	100%		
	Joint Compound (Off-White)	20%	Chrysotile	3%		
			Calcite / Talc / Binders	97%		
	Texture (Off-White)	15%	Chrysotile	3%		
5			Calcite / Talc / Binders	97%	09/10	WC
	Drywall Material (Light Beige)	95%	Cellulose Fibers	5%		
			Gypsum / Binders	95%		
	DW Paper Facing (Tan)	5%	Cellulose Fibers	100%		
			Chrysotile	3%		
		Calcite / Talc / Binders	97%			

Steve Moody Micro Services, LLC  
 2051 Valley View Lane  
 Farmers Branch, TX 75234 Phone: (972) 241-8460

**PLM Detail Report**  
**Supplement to PLM Summary Report**

NVLAP Lab Code 102056-0  
 TDSHS License No. 30-0084

Client : EHP Consulting, L.L.C.  
 Project : 5400 Wind Haven Parkway, Plano, Texas  
 Project # : 131924

Lab Job No. : 13B-10047  
 Report Date : 09/10/2013

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
6	No Cinder Block	100%			09/10	WC
	Mortar (Grey)		Aggregate	65%		
			Cement Binders	35%		
7	Sealant (White)	100%	Calcite	50%	09/10	WC
			Binders / Fillers	50%		
8	Cement (Grey)	100%	Aggregate	65%	09/10	WC
			Cement Binders	35%		
9	Brick (Orange) Mortar (Grey)	35%	Sintered Clays	100%	09/10	WC
		65%	Aggregate	65%		
			Cement Binders	35%		
10	Pink Insulation (Pink-White)	80%	Mineral Wool Fibers	95%	09/10	WC
			Resin Binders	5%		
	Vermiculite (Tan)	20%	Actinolite	<1%		
			Vermiculite	100%		



Parking Lot with Area Lighting  
(282 Spaces)

Gated Entry

Existing Pond

Prairie Pavilion

Restroom

Cistern

Lake Pavilion

Existing Sidewalk Connection

Boardwalk

Pond Expansion

Grassy Area

Existing Creek

Berks Court

Irrigated Turf Area

New Pond

Lindsey Drive

Vegetative Buffer Screening

Wilts Court

Native Grass Area

Proposed Trees

Existing Pond

Shantara Lane

Sea Pines Drive

Entry Berm and Signage

Earthen Mound with Canopy Walk

Dog Park

Parking Lot with Low Impact Area Lighting (78 Spaces)

Spring Creek Parkway

Evergreen Screening

Woodland Exploration Playground

Woodland Overlook

Soft Surface Trail

Equipment Storage

Baywater Drive

Trail Connection to Sea Pines Drive

Future Trail Connection to Parker Road

Windhaven Parkway

Yearly Road

Brinker Elementary School

Muhlenbeck Recreation Center

Renner Middle School

Plano West High School

Willow Bend North

Parker Road

Willow Bend



**WINDHAVEN MEADOWS PARK**  
PLANO, TEXAS

0 100 200 400  
SCALE: 1"=200'-0"



MESA

**INSURANCEREQUIREMENTS**  
**MINOR CONSTRUCTION/RENOVATION/DESTRUCTIVE WORK**

1.1 General Provisions

- 1.2 The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.3 Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein or cover such subcontractors under its insurance coverage.
- 1.4 The Contractor agrees that the insurance requirements specified in this section do not reduce the liability Contractor has assumed in any indemnification/hold harmless section of this contract.
- 1.5 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Contractor to fully comply with requirements of this section during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.6 Insurance coverage required by this section shall:
- 1.6.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City
  - 1.6.2 Be with an insurer possessing an A-VII. A. M. Best Rating
- 1.7 **Subcontractor Insurance.** If the contractor utilizes the services of another company or subcontractor, affiliate or non-affiliate, in order to fulfill the requirements covered under this Agreement, then those other companies or subcontractors must comply with the insurance provisions within this Agreement.

## 2.0 Minimum Insurance Coverage & Limits

**2.1 Commercial General Liability.** Contractor shall maintain commercial general liability and, if necessary commercial umbrella insurance as specified below.

2.1.1 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.1.2 City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability using **ISO additional insured endorsement CG 20 10 and CG 20 37** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Contractor.

2.1.3 Limits of Insurance

2.1.3.1	\$1,000,000 Per Occurrence
2.1.3.2	\$1,000,000 Personal/Advertising Injury
2.1.3.3	\$2,000,000 General Aggregate
2.1.3.4	\$2,000,000 Products/Completed Operations Aggregate

**2.2 Commercial Automobile Liability.** Contractor shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

2.2.1 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.2.2 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the provided in ISO form CA 00 01.

2.2.3 Contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Contractor pursuant to this section or under any applicable automobile physical damage coverage.

**2.3 Workers' Compensation & Employer Liability.** Contractor shall maintain workers' compensation insurance in amounts required by appropriate state statute. The employers liability limit and, if necessary, commercial umbrella coverage shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

2.3.1 Contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under contractor's workers' compensation and employers liability or commercial umbrella liability insurance. Contractor must cause a **waiver of subrogation** to be effected under its workers' compensation coverage using endorsement WC 00 03 13.

### 3.1 Evidence of Insurance

3.2 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, including for subcontractors cited in Section 1.6, executed by a duly authorized representative of each insurer, showing compliance with this section. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City.**

3.3 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

3.4 City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.5 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.6 The Contractor shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of contracted service(s). The COI shall:

3.6.1 List each insurers' NAIC Number or FEIN

3.6.2 ~~List contract number, project name/number, name of event, location (building name, building address, etc.), date(s) of event or service being performed~~

3.6.3 State insurance is on a primary basis and non-contributory with any insurance/or self-insurance carried by City

3.6.4 Specifically list reference to all endorsements required herein

- 3.6.5 List the specific number of days cancellation provided pursuant to policy language for notice of cancellation on certificate
- 3.5.7 List City of Plano, Risk Management Division, 1520 K Avenue, Suite 117, Plano, Texas, 75074 in the Certificate Holder Section



July 8, 2016

Prospective Bidders

Re: **Addendum #1**

**BID No. 2016-0361-B**

**Lease of Collinwood House Rehabilitation & Utilization**

=====

Addendum #1 is issued. The following items take precedence over the initial bid specifications and documents, where supplemented here. The original requirements not affected by this addendum shall remain in effect.

**QUESTIONS FROM BIDS SYNC:**

**Question 3**

Would you please post the list of attendees at the pre-bid conference sooner rather than later so that we may contact each other and work together? (Submitted: Jul 6, 2016 1:06:59 PM CDT)

**Answer**

- See attached.

Vendors who may have already submitted a bid and feel this addendum may change their bid price may pick up their bid and return it **prior to the due date and time.**

If you have any questions regarding this addendum, please contact the City of Plano Purchasing Division, (972) 941-7557.

Acknowledge receipt of this addendum by initialing in the appropriate space on the Vendor Acknowledgment Page if you have not previously submitted a bid.



Purchasing Division  
1520 K Avenue  
3rd Floor, Suite 370  
Plano, Texas 75074

**Pre-Bid Meeting**

**Lease of Collinwood House for Rehabilitation and Utilization**

2016-0361-B

Tuesday, May 24, 2015 @ 9:30 AM Central Time

**Location:**  
Tom Muehlenbeck  
Recreation Center  
5801 W Parker Road  
Plano, TX 75093

Company	Phone	E-mail	Sub or Prime Contractor, if applicable	Initial for Site Visit Attendance
Sharon Wolf	972-578-1244	teacher4396@yahoo.com		SKW
Patti's Place Inc.	972-743-4239	pattisofficeandteac@gmail.com		Pattisue
Candace Fichtelaris	972-679-7041	John FY@aol.com		JFF
Jennifer Shetter	214-850-3954	Jenn@plano magazine.com		JS
Dr. R. Meiri	972-335-5451	historical@aol.com	Interiors Party	RM
John Brooks	972-424-3036	HouseDesign@verizon.net		JB
JOSH PARTINGA	714-694-7506	JPARTINGA@GMAIL.COM		JPA
EMMA MAINT	972-437-2927	None		EM
Shirley Hughes	972-437-2927	None		SHAH

refuse packet

\* give packet

Disclaimer: Completion of the sign-in sheet helps the City of Plano keep an accurate record of meeting attendees. Any identifying information provided above will become part of the public record and may be released upon request. This may be utilized to facilitate business partnerships and could be released as part of the solicitation process.





Purchasing Division  
1520 K Avenue  
3rd Floor, Suite 370  
Plano, Texas 75074

Pre-Bid Meeting

Lease of Collinwood House for Rehabilitation and Utilization

2016-0361-B

Monday, June 27, 2016 @ 1:00 PM Central Time

Location:  
Carpenter Park  
Recreation Center  
6701 Coit Road  
Plano, TX 75024

Company	Phone	E-mail	Sub or Prime Contractor, if applicable	Initial for Site Visit Attendance
Rick Kasmiske	972-743-5324	verizon.net Ricardo.Kasmiske		RRK
Dennis Takel	972-867-2256	dennis.yakel@yahoo.com	?	DEY
Susan Perrier	469-467-0353	sperrier1@gmail.com	—	SNP
Juliette Perrier	↑ same	↑ same	—	JLP
Paula Lora	972-740-8017			PER BR
Diane Miller	972-569-7982	Parris-Hill@att.net		dm dm
Sharon Wolf	972-578-1294	Travelmania72@yahoo.com		SWW SKW
Susan Mays	972-596-3213	sdsdays@tx.rr.com		SM SM
Jeanne Meyer	972-596-9014	myrdj4632@aol.com		JM JM
Frank Martinez	972-998-9287	eisa1267@sbcglobal.net		FM

Disclaimer: Completion of the sign-in sheet helps the City of Plano keep an accurate record of meeting attendees. Any identifying information provided above will become part of the public record and may be released upon request. This may be utilized to facilitate business partnerships and could be released as part of the solicitation process.



Purchasing Division  
1520 K Avenue  
3<sup>rd</sup> Floor, Suite 370  
Plano, Texas 75074

**Pre-Bid Meeting**

**Lease of Collinwood House for Rehabilitation and Utilization**

2016-0361-B

Monday, June 27, 2016 @ 1:00 PM Central Time

**Location:**  
Carpenter Park  
Recreation Center  
6701 Coit Road  
Plano, TX 75024

Company	Phone	E-mail	Sub or Prime Contractor, if applicable	Initial for Site Visit Attendance
Kenny Bush	214 803 2874	bushcats@earthlink.net		KB ✓
Judy Kendall	469-441-9117	glen. jk@kx.com		JK ✓
Carlace Fontaine	972 704 1			CF
Sean Moothart	214-243-3400	seanmoothart@gmail.com		SM
Keith Clark				KEC/COP
Paul Glenn		paulg@plano.gov		
Chris Howard		caleht@plano.gov		
Tony Asper	972-941-7429	tonya@plano.gov		
PAUL GARDNER	214-878-3500	peg1920@gmail.com		PG ✓
Dr. Randy Moir	972-335-5157	historical@aol.com		RM ✓

Heidi McGuin 9-867-7478 heidi.mcguin@yahoo.com

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Patricia Snell 972-743-4239 path.snell@earthlink.net

~~XXXXXXXXXX~~

Name Phone email site visit

Susan Plonka 972-523-8977 susan.plonka@gmail.com slp ✓

Sandra Behnke 214-236-2422 sbehnke@msn.com SB ✓

Jane Scheil 214-738-2546 jane.scheil@verizon.net VPB ✓

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Kelly Campbell 214-543-7021 bigtaxegmail.com KC



July 14, 2016

Prospective Bidders

Re: **Addendum #2**

**BID No. 2016-0361-B**

**Lease of Collinwood House Rehabilitation & Utilization**

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Addendum #2 is issued. The following items take precedence over the initial bid specifications and documents, where supplemented here. The original requirements not affected by this addendum shall remain in effect.

**QUESTIONS FROM PRE-BID MEETING AND SITE VISIT ON MAY 24, 2016:**

**Question 1**

- Is there a form for requesting selective demolition?

**Answer**

- No, there is not a form included in the request for proposal. This would need to be requested in writing from the director of Parks and Recreation. See specification section Special Provisions, number 1 for more information.

**Question 2**

- Is there a representative from Heritage here?

**Answer**

- Yes, Doug McDonald from the Planning Department is involved and will be providing representation.

**Question 3**

- Do we need to have questions in by a certain date online?

**Answer**

- Questions will be accepted until noon, Monday, July 18, 2016. Questions must be submitted online through [www.bidsync.com](http://www.bidsync.com). Please do not email questions. If any questions are received via email or via phone, direction will be given to submit questions through [www.bidsync.com](http://www.bidsync.com). Questions will be not accepted after Monday, July 18, 2016 at noon.

**Question 4**

- Who will be involved in reading the proposals? What if none are received?

**Answer**

- An evaluation committee has been created to review all proposals. The committee includes staff members of the Parks and Planning Departments. If no proposals are received, City staff will report that information to City Council.

**Question 5**

- Are Council members involved in the evaluation process?

**Answer**

- No, the results will be presented to Council by City staff.

**Question 6**

- Was the park purchased with park bond funds?

**Answer**

- Yes.

**Question 7**

- What happens if no proposals are received or deemed responsive?

**Answer**

- Council will be briefed on the outcome of the process and staff will receive direction from Council on next steps.

**Question 8**

- If a parking lot is available, why is there a need to build one? How many is the pavilion parking lot intended to serve?

**Answer**

- The pavilion is only one portion of the park that will need to be served by the parking lot. There will be a dog park, playground and trails as well. There is no standard parking requirement for these elements but we can make an educated approximation based on the parking needs at other similar sites. Specifically in regards to the pavilion capacity, the assembly is classified as “assembly without fixed seating”, which occupancy is based on 1 person/15 sf (262 people based on 3,938 sf). Organized seating can be accommodated based on 1 person/72 sf (562 people). There are 16 picnic tables specified on the plans, each 8’ long, that can accommodate up to 130 people.

In the Special Provisions section, number 3 of the proposal, it states:

“Lease may also include a portion of the surrounding grounds (“Lease Area”) for uses, programs, and activities associated with the house. An exact boundary for the Lease Area is to be determined through the proposal process, but must be less than three acres. The Lessee will be responsible for maintaining this site and will be required to demarcate the Lease Area through the use of a fence sufficient to secure the property.”

In the Special Provisions section, number 6 of the proposal, it states:

“The parking lot for the park has been designed to accommodate anticipated park usage. Lessee must define parking requirements for the staffing and operation of the House and Lease Area, and coordinate with the City to arrange for the construction of additional parking to satisfy this need. The City will not bear construction costs or pay design fees for the additional parking.”

**Question 9**

- If no proposals are received, would the proposal from last fall be considered?

**Answer**

- No, that process is closed. Proposals submitted in response to this RFP that meet requirements will be considered.

**Question 10**

- Is there any reason why staff doesn't want the house in the park?

**Answer**

- City staff will follow the direction of City Council.

**Question 11**

- Are there competing plans for the demolition and restoration of the house?

**Answer**

- No, all plans regarding the park are on hold until Council decides what action to take.

**Question 12**

- Since this project is not to open until August 2016, does that mean the park project has been halted?

**Answer**

- Yes, all plans regarding the park are on hold until Council decides what action to take.

**Question 13**

- Why hasn't this project been done as a bond? Can we not use the hotel/motel tax?

**Answer**

- Staff has not been given direction to do this as a bond or through allocation of hotel/motel tax. The hotel/motel tax usage is subject to Texas Tax Code Section 351.101(a)(5) allowing use of hotel/motel tax funds for historical restoration and preservation projects and activities that promote tourism and the hotel industry. However, for cities with a population greater than 125,000, Texas Tax Code Section 351.103(c) limits the amount of funds spent for historical preservation projects and activities to not exceed 15% of hotel occupancy tax revenue collected. A portion of the hotel/motel tax is already allocated for historical preservation grants.

**Question 14**

- The proposal has never included City money. Why is the 1.5 million dollars required?

**Answer**

- In the Financial or Funding Capacity section of the proposal, it states:

“Provide proof of at least \$1,500,000 cash in hand, or provide an irrevocable letter of credit available to fund restoration of the house in the amount of \$1,500,000 from a commercial bank which is FDIC insured, in good standing with the Federal Reserve Bank and licensed to operate within the State of Texas on a form that is acceptable to the City of Plano Director of Finance. If an irrevocable letter of credit is submitted, it shall be required to be in place for the entire period of the House rehabilitation project. If the cost of restoration is expected to exceed \$1,500,000, identify the source of the additional funds needed. Note that the City of Plano will not provide any funding for restoration, operation or maintenance of the house at any time.”

**Question 15**

- Was it Council's direction to share income with what goes into this project?

**Answer**

- A lease payment in United States Dollars is required. Revenue sharing is at the discretion of proposer, not a requirement. All proposals are subject to IRS regulations as they relate to tax exempt financed bonds.

In the Requirements section, number 7 of the proposal, it states:

“Lessee will be responsible for all costs and liabilities related to the rehabilitation, remediation, use, operation, security, and maintenance of the House and Lease Area. Lease Area must be maintained to a condition equal to or better than the condition of the park.”

**Question 16**

- If someone has a crazy proposal but has a great lease price, will it be considered?

**Answer**

- All requirements must be met in order to be considered. The financial information for the proposed project will be evaluated at 40%.

**Question 17**

- Does the house have utilities?

**Answer**

- There are no wet utilities. Electrical is not presently up to code or functional.

## **QUESTIONS FROM PRE-BID MEETING AND SITE VISIT ON JUNE 27, 2016:**

### **Question 1**

- Whoever bids this project will have to plan for parking as well? Will there be dedicated land for that parking?

### **Answer**

- Up to three acres will be leased for the use of the building, delivery access, parking and any other uses related to the Collinwood house.

In the Special Provisions section, number 3 of the proposal, it states:

“Lease may also include a portion of the surrounding grounds (“Lease Area”) for uses, programs, and activities associated with the house. An exact boundary for the Lease Area is to be determined through the proposal process, but must be less than three acres. The Lessee will be responsible for maintaining this site and will be required to demarcate the Lease Area through the use of a fence sufficient to secure the property.”

### **Question 2**

- How many parking places are in the plan for the City to pay for?

### **Answer**

- 282 parking spaces are in the existing plan for the park for park use. Additional spaces may be required for the Collinwood House depending on use.

In the Special Provisions section, number 3 of the proposal, it states:

“Lease may also include a portion of the surrounding grounds (“Lease Area”) for uses, programs, and activities associated with the house. An exact boundary for the Lease Area is to be determined through the proposal process, but must be less than three acres. The Lessee will be responsible for maintaining this site and will be required to demarcate the Lease Area through the use of a fence sufficient to secure the property.”

In the Special Provisions section, number 6 of the proposal, it states:

“The parking lot for the park has been designed to accommodate anticipated park usage. Lessee must define parking requirements for the staffing and operation of the House and Lease Area, and coordinate with the City to arrange for the construction of additional parking to satisfy this need. The City will not bear construction costs or pay design fees for the additional parking.”

### **Question 3**

- What happens when there is a function going on at the house and someone parks in the City parking lot for the park?

### **Answer**

- All parking at the park will be public parking but note that in the Special Provisions section, number 6 of the proposal, it states:

“The parking lot for the park has been designed to accommodate anticipated park usage. Lessee must define parking requirements for the staffing and operation of the House and Lease Area, and coordinate with the City to arrange for the construction of additional parking to satisfy this need. The City will not bear construction costs or pay design fees for the additional parking.”

**Question 4**

- Why would it be in the City's interest to have a park and not preserve a piece of history and include it in the park? Why doesn't the City want to preserve history instead of building new buildings all the time?

**Answer**

- A decision has not been made on whether to preserve the Collinwood House.

**Question 5**

- There must be a way to get funds to preserve the house?

**Answer**

- The purpose of this RFP is to determine if there are private funds available to preserve the house.

**Question 6**

- Is it too late to get onto a bond election if no proposals are received that are responsive?

**Answer**

- No.

**Question 7**

- What if PISD wanted to get into scheduling kids on tour, would that be under this lease agreement, would the City of Plano have to be a part of that?

**Answer**

- That issue may be addressed in the proposal.

**Question 8**

- If the land was purchased with bonds, how is the City able to ask for a lease? Bonded property cannot make any money. Since money is being requested, where does this money go? Isn't the lessee responsible for utilities?

**Answer**

- A lease payment in United States Dollars is required. Revenue sharing is at the discretion of the proposer, not a requirement. All proposals are subject to IRS regulations as they relate to tax exempt financed bonds.

In the Requirements section, number 7 of the proposal, it states:

“Lessee will be responsible for all costs and liabilities related to the rehabilitation, remediation, use, operation, security, and maintenance of the House and Lease Area. Lease Area must be maintained to a condition equal to or better than the condition of the park.”

**Question 9**

- So you are saying the lease would just be utilities? What would be an example of what the lessee needs to pay for, like an amount that needs to be paid? Why would they need to pay a lease?

**Answer**

- In the Requirements section, number 7 of the proposal, it states:

“Lessee will be responsible for all costs and liabilities related to the rehabilitation, remediation, use, operation, security, and maintenance of the House and Lease Area. Lease Area must be maintained to a condition equal to or better than the condition of the park.”

In the Revenue to the City section, paragraph 2 of the proposal, it states:

“The lease proposal must contain a monetary payment value in United States dollars. Proposals that fail to contain a monetary dollar value for a lease payment will be considered non-responsive. In-kind services or zero sum values will not be accepted for lease payment.”

**Question 10**

- Could the lease amount be in lieu of the parks staff picking up the trash on the site or some services from that payment?

**Answer**

- In the Requirements section, number 7 of the proposal, it states:

“Lessee will be responsible for all costs and liabilities related to the rehabilitation, remediation, use, operation, security, and maintenance of the House and Lease Area. Lease Area must be maintained to a condition equal to or better than the condition of the park.”

In the Revenue to the City section, paragraph 2 of the proposal, it states:

“The lease proposal must contain a monetary payment value in United States dollars. Proposals that fail to contain a monetary dollar value for a lease payment will be considered non-responsive. In-kind services or zero sum values will not be accepted for lease payment.”

**Question 11**

- Do you know the number of parking spaces that will be required?

**Answer**

- In the Special Provisions section, number 6 of the proposal, it states:

“The parking lot for the park has been designed to accommodate anticipated park usage. Lessee must define parking requirements for the staffing and operation of the House and Lease Area, and coordinate with the City to arrange for the construction of additional parking to satisfy this need. The City will not bear construction costs or pay design fees for the additional parking.”

**Question 12**

- There was an RFP sent out to tear down the house, were you ever given a cost to tear down the house?

**Answer**

- No.

**Question 13**

- Did you get a price from the contractor for documenting the deconstruction and video graphing? Do you have an estimate of what that might cost?

**Answer**

- No.

**Question 14**

- Will the City do an RFP to select that contractor?

**Answer**

- There is no direction at this time on that issue pending the outcome of this RFP.

**Question 15**

- Do you have any idea what the cost of the pavilion is?

**Answer**

- We do not have a current estimate. The City has not received bids on this project.

**Question 16**

- What is in a pavilion that makes it worth \$500,000? Concrete?

**Answer**

- The bid for this item has not been released. Once a contractor is selected through the bid proposal process, the documents will be subject to the Texas Public Information Act. At the April 11<sup>th</sup> meeting, the estimates provided by staff were for budgeting and information purposes.

**Question 17**

- Are there restrooms included in the pavilions?

**Answer**

- There are two sets of restrooms proposed for the park.

**Question 18**

- If you don't know what the proposals are, why are you asking for the 1.5 million if you have no idea what the use will be yet? Shouldn't the price be contingent upon what is going into the space?

**Answer**

- Council wants to be sure the successful proposer has adequate resources to restore and operate the home to meet the requirements outlined in the RFP.

In the Financial or Funding Capacity section of the proposal, it states:

“Provide proof of at least \$1,500,000 cash in hand, or provide an irrevocable letter of credit available to fund restoration of the house in the amount of \$1,500,000 from a commercial bank which is FDIC insured, in good standing with the Federal Reserve Bank and licensed to operate within the State of Texas on a form that is acceptable to the City of Plano Director of Finance. If an irrevocable letter of credit is submitted, it shall be required to be in place for the entire period of the House rehabilitation project. If the cost of restoration is expected to exceed \$1,500,000, identify the source of the additional funds needed. Note that the City of Plano will not provide any funding for restoration, operation or maintenance of the house at any time.”

**Question 19**

- What if the proposal does include volunteers to do the renovation?

**Answer**

- Offerors are welcome to propose all options that meet the requirements of the RFP.

**Question 20**

- Won't the cost rise since the City hasn't been maintaining the home?

**Answer**

- There are multiple factors that will affect the cost.

**Question 21**

- Any restrictions on what can be done?

**Answer**

- The use must be consistent with the zoning.  
In the Requirements section, number 3 of the proposal, it states:

“Use of the House and Lease Area (See Special Provision 3.) is to be compatible with Windhaven Meadows Park, the neighborhood, and City of Plano Parks and Recreation System, and must not compete with other Park facilities or uses.”

**Question 22**

- Are there no bonds left that were designated to Parks and Rec?

**Answer**

- Current bond funds have been designated for other projects.

**Question 23**

- Is the May 2017 bond election in the planning stages now? Will there be time to include this project on the bond?

**Answer**

- Yes.

**Question 24**

- Where do ideas come from on bonds?

**Answer**

- Staff makes recommendations based on public input.

**Question 25**

- The current bond is covering construction, any cost that was budgeted for construction that wouldn't be needed should the house be preserved, could that money somehow be put towards the house like the demolition? Like if the budget was \$120,000 for the demolition but since the house is to remain, the house could benefit from that.

**Answer**

- Funding for the rehabilitation and utilization is being solicited through this proposal process.

**Question 26**

- If the City has budgeted an amount for demolition and it's not needed, can we find out the amount?

**Answer**

- A decision has not been made on demolishing the house.

**Question 27**

- Even if the proposal doesn't meet the requirements of the RFP, it would still be considered? Wouldn't it be considered non-responsive?

**Answer**

- Proposals that do not meet the requirements stated in the proposal will be deemed non-responsive.

**Question 28**

- On the committee, is there a list of names?

**Answer**

- No.

**Question 29**

- Are guidelines still what the mayor stated in April?

**Answer**

- Proposer must have 1.5 million in hand plus a business plan. The requirements are set in the RFP.

**Question 30**

- What beyond the 1.5 million is expected along with the business plan?

**Answer**

- In the Financial or Funding Capacity section of the proposal, it states:

“Provide a five-year business plan that clearly identifies how on-going operation and maintenance of the house will be funded and the source of expected revenues and/or donations. Substantiation evidence of the expected source of any future donations must be provided.”

**Question 31**

- Where will the entrance to the park be?

**Answer**

- The master plan is included in the proposal.

**Question 32**

- Will the heritage commission have jurisdiction over this property?

**Answer**

- Not at this time.

**QUESTIONS FROM BIDS SYNC:**

**Question 1**

- Question about the Existing (and occupied) Caretaker’s Quarters.  
Is the caretaker’s dwelling connected to a functioning Septic System?  
Is the caretaker’s dwelling connected to City Water? (Submitted: Jun 28, 2016 8:35:49 AM CDT)

**Answer**

- The caretaker’s dwelling is connected to an existing septic system. None of the buildings on the property have City water.

**Question 2**

Does the current Caretaker pay rent to live in the caretaker’s quarters? If so...how much is the rent? (Submitted: Jun 28, 2016 10:04:55 AM CDT)

**Answer**

- The caretaker does not pay rent.

**Question 3**

- Asked and answered on Addendum 1.

**Question 4**

Could you please clarify where the 3 acres the Parks department is thinking of? Is it demarcated by the existing fence? (Submitted: Jul 8, 2016 3:09:54 PM CDT)

**Answer**

- The proposal requires the proposer to define the area based on their needs. See Special Provisions section, number 3 in the proposal.

Vendors who may have already submitted a bid and feel this addendum may change their bid price may pick up their bid and return it **prior to the due date and time.**

If you have any questions regarding this addendum, please contact the City of Plano Purchasing Division, (972) 941-7557.

Acknowledge receipt of this addendum by initialing in the appropriate space on the Vendor Acknowledgment Page if you have not previously submitted a bid.