

# CITY COUNCIL

1520 AVENUE K



DATE: 6/9/2014  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Rabbi Michael Kushnick  
Congregation Anshai Torah  
PLEDGE OF ALLEGIANCE: Plano Chapter of The Sons of the American  
Revolution

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>PRESENTATION: The Sons of the American Revolution are presenting Public Service Awards and honoring several City of Plano First Responders</p> <p>PRESENTATION AND VIDEO: The City of Plano is recognizing Alexa Borota and Ron Smith for their quick response to an injured rider at Oak Point Park</p> <p><b><u>OATHS OF OFFICE</u></b></p> <p><b><u>DART Board of Directors</u></b></p> <p>Paul N. Wageman</p> <p>Faye Moses Wilkins</p> <p><b><u>Heritage Commission</u></b></p> <p>Karen Bowen</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>COMMENTS OF PUBLIC INTEREST</u></b>  <u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><b><u>CONSENT AGENDA</u></b>  <u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><b><u>Approval of Minutes</u></b>  (a) May 27, 2014</p> <p><b><u>Approval of Expenditures</u></b></p> <p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p> <p>(b) Bid No. 2014-106-B for the Courtyard Theater A/V Renovation from Audio Fidelity Communications Corporation in the amount of \$315,258 and authorizing the City Manager to execute all necessary documents.</p> <p>(c) Bid No. 2014-237-B for Arbor Hills Park &amp; Parker Road Erosion Control – Project No. 6328, to ARK Contracting Services, Inc., in the amount of \$592,330 and authorizing the City Manager to execute all necessary documents.</p> <p>(d) Bid No. 2014-219-B for High Point Park South Site Improvements to Phillips/May Corporation in the amount of \$4,005,220 and authorizing the City Manager to execute all necessary documents.</p> <p><b><u>Purchase from an Existing Contract</u></b></p> <p>(e) To approve the purchase of modular workstations from XYBIX Systems, Inc. in the amount of \$202,062 to be utilized by Public Safety Communications, through an existing contract/agreement with HGAC, and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. EC07-11)</p> <p><b><u>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</u></b></p> <p>(f) To approve an Engineering Services Agreement by and between the City of Plano and VRX, Inc., in the amount of \$60,044 for the US 75 to K Avenue Connector Project No. 6450; and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(g)	To approve an Engineering Services Agreement by and between the City of Plano and Verdunity, Inc., in the amount of \$76,885 for the Russell Creek Drive – Independence Parkway to Sutherland Lane Project No. 6451; and authorizing the City Manager to execute all necessary documents.	
(h)	To approve a Landscape Architecture Services Agreement by and between the City of Plano and Quimby McCoy Preservation Architecture, LLP in the amount of \$86,885 for preservation and architectural consulting services for Saigling House Architectural Renovation and authorizing the City Manager to execute all necessary documents.	
(i)	To approve a Landscape Architecture Services Agreement by and between the City of Plano and JBI Partners, Inc. in the amount of \$109,500 for design and construction document services for Russell Creek Park Site Improvements and authorizing the City Manager to execute all necessary documents.	
(j)	<p><b>Approval of Expenditure</b></p> <p>To approve the purchase of two (2) EOD-9 Bomb Suits, two (2) EOD-9 Bomb Helmets, and two (2) Visor Kits from the sole source manufacturer, Med-Eng, LLC, in the amount of \$54,441 and authorizing the City Manager to execute all necessary documents.</p>	
	<p><b><u>Adoption of Resolutions</u></b></p> <p>To approve the terms and conditions of a First Amendment to the Economic Development Incentive Agreement by and between the City of Plano, Texas and Futurewei Technologies, Inc., a Texas corporation; authorizing its execution by the City Manager; and providing an effective date.</p>	
(k)	<p><b><u>Adoption of Ordinances</u></b></p> <p>To adopt and enact Supplement Number 107 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.</p>	
	<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>	
(1)	<p>Public Hearing and consideration of a Resolution to approve the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney and the Collin County Sheriff's Office for the disbursement of the 2014 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager; and providing an effective date.</p>	
(2)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-11 to amend Section 1.600 (Definitions) of Article 1 (General Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to modify the definition of Commissary; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano</p>	
(3)	<p>Consideration of RFQ No. 2014-202-B for Construction Manager at Risk (CMAR) services to Pogue Construction Co., L.P. for the construction of Oak Point Park Nature and Retreat Center in the estimated amount not to exceed \$5,500,000 and authorizing the City Manager to execute all necessary documents.</p> <p><b><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></b></p>	



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/09/2014		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
PRESENTATION: The Sons of the American Revolution are presenting Public Service Awards and honoring several City of Plano First Responders.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



# CITY OF PLANO COUNCIL AGENDA ITEM

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<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/09/2014		
Department:		City Manager's Office		
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<b>CAPTION</b>				
PRESENTATION: The City of Plano is recognizing Alexa Borota and Ron Smith for their quick response to an injured rider at Oak Point Park.				
<b>FINANCIAL SUMMARY</b>				
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FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
May 27, 2014**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Ben Harris, Deputy Mayor Pro Tem  
André Davidson  
Jim Duggan  
Patrick Gallagher  
David Downs

**COUNCIL MEMBERS ABSENT**

Lissa Smith, Mayor Pro Tem  
Pat Miner

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Tuesday, May 27, 2014, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071; to receive information regarding Economic Development, Section 551.087; and to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:00 p.m. in the Senator Florence Shapiro Council Chambers.

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

Board of Adjustment

This item was not discussed.

Heritage Commission

Upon a motion made by Council Member Downs and seconded by Council Member Davidson, the Council voted 6-0 to appoint Karen Bowen as an interim member.

## **Public Works and Water Restrictions Update**

Director of Public Works Cosgrove presented an overview of the Public Works Department. Mr. Cosgrove spoke to the department's areas of responsibility including environmental waste, public works operations and fleet maintenance. He stated the environmental waste division is responsible for the collection of trash, household chemical waste, bulky waste, green waste, and recycling and spoke to the increase in commercial recycling collection. Mr. Cosgrove stated the public works operations division is responsible for streets drainage, traffic signs, utility operations and water distribution. He spoke to the increase in service and accomplishing goals for utility cut repair and curb repair with the additional employees that were included in the FY13/14 budget. Mr. Cosgrove stated the fleet services division is responsible for maintenance of the City's 800 licensed vehicles and equipment.

Mr. Cosgrove spoke to the current water restrictions and drought conditions, stating the City has saved 7.7 billion gallons of water since 2011 and experienced a 22.5% reduction in water usage compared to last year. He reported the City had delivered 8,740 courtesy letters, mailed 10,268 notices, and locked 1,008 irrigation systems for violations, encouraging education instead of enforcement. Mr. Cosgrove spoke to Staff visually inspecting and documenting violations and not using smart meters for enforcement. City Manager Glasscock stated the City would need to see more watering violations and a significant decrease in conservation efforts to start enforcement by using smart meters.

Mr. Cosgrove presented information about the current lake levels and the importance of continuing to conserve water with forecast of persistent drought conditions. He stated citizens have been on an every other week watering schedule since October of 2013 and the North Texas Municipal Water District has requested the City continue the practice through October 2014. He spoke to the other cities in the district not following the same watering schedule and the City may change the water rate schedule for residential water usage above 20,000 gallons per month.

City Manager Glasscock stated the North Texas Municipal Water District will be meeting with cities to encourage the every other week watering schedule. He spoke to the City's education campaign to encourage compliance and the ramifications if the City were to move to Stage 4 restrictions. Deputy Mayor Pro Tem Harris inquired if the watering schedule could be evaluated every month and adjusted accordingly. Mr. Cosgrove stated monthly evaluation would cause an enforcement issue due to the three week time frame it takes to notify all residents.

## **Council's Role During Emergency Operations Center Activation Presentation**

Director of Emergency Management Timmons spoke to the Council's role before a community wide disaster including training, communicating the plan, encouraging family planning of 72 hours of independent sustenance, articulating the value of rapid recovery, approving the policy through budget appropriations and emergency management plan updates. He stated the Council's role during the disaster includes reports from the City Manager, the Mayor reporting to the Emergency Operations Center for briefings, the Mayor considering issuance of a declaration of disaster, action to facilitate a timely recovery, providing an accurate, consistent message to the public, and the Mayor is the visual representation of the City during press briefings. Mr. Timmons spoke to the Emergency Operations Center facilities and equipment for coordination of recovery efforts. He stated the Council's role after the disaster include briefing on recovery efforts, providing policy direction, surveying impacted areas, and coordinating a concise message.

### **Love Where You Live Update**

Comprehensive Planning Manager Schwarz spoke to the Love Where You Live initiative to revitalize aging neighborhoods being in its fourth year, stating the program keeps neighborhoods safe and beautiful, builds a sense of community, and encourages re-establishment of neighborhood associations. She stated the most recent neighborhood, Park Forest, was completed in three phases with 76 homes improved, 45 tons of landscape debris and 22 tons of trash removed, 1,545 volunteers completing 6,688 hours of work with a cost savings value of \$125,400. Ms. Schwarz presented before and after pictures of the projects completed and the block party following completion of the work. She thanked businesses, faith based groups, volunteers, community partners, City Staff and Council for their support. Ms. Schwarz stated over the four years of the program, 216 homes were improved, 68 tons of landscape debris and 37 tons of trash were removed, and 3,751 volunteers completed 17,010 hours of work.

### **Council items for discussion/action on future agendas**

No items were discussed.

### **Consent and Regular Agendas**

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 6:50 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL**  
**May 27, 2014**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Ben Harris, Deputy Mayor Pro Tem  
André Davidson  
Jim Duggan  
Patrick Gallagher  
David Downs

**COUNCIL MEMBERS ABSENT**

Lissa Smith, Mayor Pro Tem  
Pat Miner

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Tuesday, May 27, 2014, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Senior Pastor Paul Gould from First United Methodist Church Plano led the invocation and Plano's Hardin-Blaine American Legion Post 321 Color Guard presented the Colors and led the Pledge of Allegiance.

Mayor LaRosiliere recognized the Plano West Senior High School Academic WorldQuest team. The Plano Fire Fighter's Association presented a check to the Muscular Dystrophy Association. Mayor LaRosiliere administered the oath of office to Shelby Williams (Self Sufficiency Committee).

**Comments of Public Interest**

Ron Glow spoke to his concerns related to the City's approval of new carwash businesses during drought conditions and restrictions on residential watering. Lisa Hughlette spoke to her concerns regarding the Jack Carter Pool renovations and asked the Council to discuss the item on a future agenda.

**CONSENT AGENDA**

Upon a motion made by Council Member Downs and seconded by Council Member Davidson, the Council voted 6-0 to approve and adopt all items on the Consent Agenda as recommended and as follows:

**Approval of Minutes** (Consent Agenda Item “A”)

May 12, 2014

**Approval of Expenditures**

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

**Bid No. 2014-146-B** for the purchase of Animal Shelter Rooftop A/C Units from Assured Mechanical Solutions LLC in the amount of \$151,250; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**CSP No. 2014-136-B** for the construction of the Police Evidence Storage Expansion to Lee Lewis Construction, Inc., in the amount of \$3,001,400; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**Bid No. 2014-220-B** for the purchase of three (3) Chevrolet 1-Ton Utility Vans for Fleet Services to be utilized by the Facilities Maintenance Department from Caldwell Country Automotive (aka Baby Jack II Automotive LTD) in the amount of \$91,311; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

**Bid No. 2014-208-C** for a one (1) year contract with three (3) City optional one (1) year renewals for Public Building Landscape Maintenance Group 1 for the Parks and Recreation Department to Weldon's Lawn and Tree in the estimated annual amount of \$70,650; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

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

To approve an Engineering Services Agreement by and between the City of Plano and Birkhoff, Hendricks & Carter, LLP, in the amount of \$55,300 for the Jupiter and Coit Elevated Tanks Project No. 6341; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

To approve an Architectural Services Agreement by and between the City of Plano and Brown Reynolds Watford Architects, Inc., in the amount of \$358,930 for Fire Administration and Station One Renovations & Improvements designs; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

To approve an Architectural Services Agreement by and between the City of Plano and SmithGroupJJR, Inc., in the amount of \$555,000 for Carpenter Park Pool Expansion designs; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

### **Approval of Contract Modification**

To approve and authorize Contract Modification No. 2 for the purchase of additional services for the Water & Wastewater SCADA, Project No. 6212, in the amount of \$25,000 from Birkhoff, Hendricks & Carter, LLP. (Consent Agenda Item "I")

### **Approval of Change Order**

To Jerusalem Corporation, increasing the contract by \$146,125 for the Arterial Concrete Rehab Independence Parkway - Spring Creek Parkway to SH 121, Project No. 6320, Change Order No. 1, Bid No. 2013-242-B. (Consent Agenda Item "J")

### **Approval of Expenditure**

To approve the purchase of fourteen (14) Lucas 2 Chest Compression Systems from Physio-Control, Inc. the sole source provider in the amount of \$180,375 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "K")

To approve an expenditure for the construction of the Stadium Pump Station Rehabilitation Project by Red River Construction Company, in the amount of \$10,853,210 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "L")

### **Adoption of Resolutions**

**Resolution No. 2014-5-16(R):** To approve a Park Land Reimbursement Agreement between the City of Plano and TOG Development I, LLC; authorizing the City Manager to execute any necessary documents; and providing an effective date. (Consent Agenda Item "M")

**Resolution No. 2014-5-17(R):** To appoint a board member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date. (Consent Agenda Item "N")

**Resolution No. 2014-5-18(R):** To affirm the appointment of a shared board member with the City of Farmers Branch to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date. (Consent Agenda Item "O")

**Resolution No. 2014-5-19(R):** To authorize continued participation with the Steering Committee of Cities Served by Oncor; authorizing the payment of 11 cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.; and providing an effective date. (Consent Agenda Item "P")

**Resolution No. 2014-5-20(R):** To repeal Resolution No. 2012-4-11(R) and designate a certain area within the City of Plano as Neighborhood Empowerment Zone No. 1; establishing the boundaries of such zone; providing for waiving of certain development and building fees; and providing an effective date. (Consent Agenda Item "Q")

**Resolution No. 2014-5-21(R):** To approve the Investment Portfolio Summary for the quarter ending March 31, 2014 and providing an effective date. (Consent Agenda Item “R”)

### **Adoption of Ordinances**

**Ordinance No. 2014-5-22:** To amend Section 12-73.1(d) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to enact school zones for summer school sessions; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “S”)

**Ordinance No. 2014-5-23:** To transfer the sum of \$5,000,000 from the General Fund unappropriated fund balance to the Economic Development Incentive Fund operating appropriation for fiscal year 2013-14 for the sole purpose of offering incentives to actively recruit corporations to Plano and redevelopment of current properties; amending the Budget of the City and Ordinance No. 2013-9-8, Section 1, Item "F" to reflect the action taken herein; declaring this action to be a case of public necessity; and providing an effective date. (Consent Agenda Item “T”)

### **END OF CONSENT**

**Public Hearing and adoption of Ordinance No. 2014-5-24** as requested in Zoning Case 2014-10 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-215-Corridor Commercial with Specific Use Permits #545 for Regional Theater and #546 for Arcade, on 31.3± acres of land located on the north side of Mapleshade Lane, 283± feet east of Coit Road, in the City of Plano, Collin County, Texas, to allow for an Independent Living Facility; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: CRP-GREP Coit Center Owner, L.P. (Regular Agenda Item “1”)

Director of Planning Day spoke to the planned development, created in 2011, having a maximum of 1200 multi-family units in the 31 acre development. Ms. Day stated adding the Independent Living Facility use would be consistent with original plan with some units limited to older residents. She spoke to the five acre tract being the last remaining parcel in the development and the proposed construction of 170 units. Ms. Day advised the Planning and Zoning Commission recommended the item for approval as follows: (Additions are shown as underlined text; deletions are indicated by strikethrough text).

### **Specific Provisions of the Planned Development**

#### **Uses**

1. Multifamily and independent living facility ~~is are~~ permitted uses.
2. Nonresidential uses are permitted on the first floor of multistory residential buildings fronting on Coit Road.

3. Independent living facilities may be developed under the multifamily standards of this PD.

### **General Development Standards**

The subject property must be developed using the standards required by the planned development district for multifamily and independent living facility development. ~~However, the subject property may be developed solely with nonresidential uses in accordance with the Corridor Commercial (CC) zoning district and 190 Tollway/Plano Parkway Overlay District regulations contained within the Zoning Ordinance. The initial development for the subject property will determine the standards to be used for the remainder of the property.~~

### **Multifamily and Independent Living Facility Standards**

1. Multifamily and independent living facility development shall be exempt from the supplemental regulations of Subsection 3.104 (Multifamily Residence), Subsection 3.115 (Retirement Housing), and Subsection 3.117 (Usable Open Space).
2. Minimum Floor Area per Dwelling Unit: 500 square feet
3. Minimum Rear and Side Yard Setbacks: None
4. Quasi-public streets and required open space shall be excluded from density calculations.
5. Maximum Density: 50 dwelling units per acre; not to exceed a maximum of 1,200 units
6. Minimum Density: 30 dwelling units per acre
7. Maximum Lot Coverage: None
8. Building Design:
  - a. Buildings fronting Coit Road:
    - i. Buildings with no first floor nonresidential uses: Minimum 30 foot setback.
    - ii. Buildings with first floor nonresidential uses must provide parking and drive aisles between the building face and Coit Road. The setback distance shall be a maximum of 125 feet.
    - iii. Buildings with first floor nonresidential uses, except for parking garages, shall have a minimum of 40% of the ground floor facade facing Coit Road comprised of window area. For the purposes of this standard, ground floor is defined as that portion of a building from the

street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.

- b. Buildings fronting Mapleshade Lane, Market Center Drive, and Faith Lane ~~Maplelawn Drive~~:

Setbacks: Buildings shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of ten feet and a maximum of 25 feet from the right-of-way unless restricted by easements. Where easements are present, 75% of the building facade must be built to the easement line.

- c. Buildings fronting quasi-public streets:

Setbacks: Buildings shall be constructed such that a minimum of 75% of the facade is located within 15 feet from the back of curb unless restricted by easements. Where easements are present, 75% of the facade must be built to the easement line.

- d. The maximum building length along any facade shall be 300 feet.

- e. Garage doors ~~for residential uses~~ shall not directly face any public or quasi-public streets.

Council Member Downs inquired about the definition of “Independent Living” and if the independent living facility definition would result in lower density multifamily. Ms. Day stated it is defined as elderly, not age specific and the project would still be required to meet the minimum density requirements.

Mayor LaRosiliere opened the Public Hearing. Tommy Mann with Winstead PC, representing the applicant spoke to the planned development establishing the design criteria for multifamily units and stated the developer would like to add the additional use of “Independent Living”. No one else spoke for or against. Mayor LaRosiliere closed the Public Hearing.

Upon a motion made by Council Member Downs and seconded by Council Member Gallagher, the Council voted 6-0 to amend Planned Development-215-Corridor Commercial with Specific Use Permits #545 for Regional Theater and #546 for Arcade, on 31.3± acres of land located on the north side of Mapleshade Lane, 283± feet east of Coit Road, in the City of Plano, Collin County, Texas, to allow for an Independent Living Facility; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2014-10; and to further approve Ordinance No. 2014-5-24.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 7:33 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Lisa C. Henderson, City Secretary



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/09/14		
Department:		Engineering		
Department Head		Jack Carr		
Agenda Coordinator (include phone #): <b>Michael Parrish x7554</b>				
<b>CAPTION</b>				
Bid No. 2014-106-B for the Courtyard Theater A/V Renovation from Audio Fidelity Communications Corporation in the amount of \$315,258, and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	625,000	0	<b>625,000</b>
Encumbered/Expended Amount	0	-113,262	0	<b>-113,262</b>
This Item	0	-315,258	0	<b>-315,258</b>
BALANCE	0	196,480	0	<b>196,480</b>
<b>FUND(S):     CAPITAL RESERVE CIP</b>				
<b>COMMENTS:</b> This item, in the amount of \$315,258, will leave a current year balance of \$196,480 available for other Park Renovation projects. <b>STRATEGIC PLAN GOAL:</b> Audio/Video renovation and improvement to existing Plano facilities relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence				
<b>SUMMARY OF ITEM</b>				
Staff recommends the bid of Audio Fidelity Communications Corporation in the amount of \$315,258, be accepted as the lowest, responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Courtyard Theater (2014-106-B).				
List of Supporting Documents: Award Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** May 5, 2014  
**To:** Michael Parrish, Sr. Buyer  
**From:** Richard Medlen, Facilities Maintenance Superintendent  
**Subject:** Courtyard Theater A/V Renovation – Bid #2014-106-B

I have reviewed the bids submitted for the Courtyard Theater A/V Renovation. I recommend award to the apparent lowest responsive responsible bid submitted by Audio Fidelity Communications Corporation for a total price of \$315,258.25 which includes Alternates A & B.

Additional bids were received from Ford Audio-Video Systems for \$324,154; however they submitted exceptions to our Terms and Conditions that the City cannot accept and were deemed non-responsive. The City also received a bid from Infinity Sound, Ltd. for a total of \$333,062.

The existing sound system equipment has deteriorated such that replacement is required.

The Parks & Recreation Department will provide funding for the project through the Capital Reserve Account #35-53383.

Please contact me if you have any questions.

Thanks

/liw

Xc: Jim Razinha  
Matt Yager  
Robin Reeves  
Ron Smith  
Jason Fehrm  
Michael Smith

# CITY OF PLANO

## BID NO. 2014-106-B COURTYARD THEATER AV RENOVATION BID RECAP

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**Bid Opening Date/Time:** March 25, 2014 @ 2:00 PM

**Number of Vendors Notified:** 2963

**Vendors Submitting "No Bids":** 0

**Number of Non-Responsive Bids:** 1

**Number of Responsive Bids Submitted:** 2

Audio Fidelity Communications Corp. \$315,258.25

Infinity Sounds Ltd. \$333,062.00

**Recommended Vendor:**

Audio Fidelity Communications Corp. \$315,258.25

*Michael Parrish*

*May 4, 2014*

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Michael Parrish, Senior Buyer

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Date



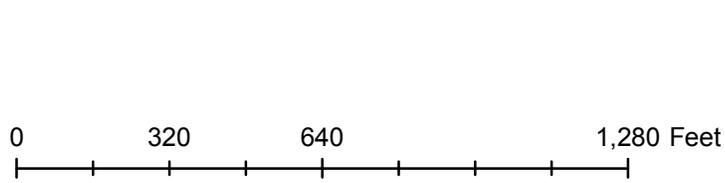
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		06/09/14			
Department:		Engineering			
Department Head:		Jack Carr, P.E.			
Agenda Coordinator (include phone #):			Kathleen Schonne (7198)		
			<b>Project No. 6328</b>		
<b>CAPTION</b>					
Bid No. 2014-237-B for Arbor Hills Park & Parker Road Erosion Control – Project No. 6328, to ARK Contracting Services, Inc., in the amount of \$592,330 and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013-14, 2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		18,540	267,400	403,000	<b>688,940</b>
Encumbered/Expended Amount		-18,540	-63,400	0	<b>-81,940</b>
This Item		0	-192,330	-400,000	<b>-592,330</b>
BALANCE		<b>0</b>	<b>11,670</b>	<b>3,000</b>	<b>14,670</b>
<b>FUND(S):    MUNICIPAL DRAINAGE CIP</b>					
<p><b>COMMENTS:</b> . Funds are available and planned for future years in the 2013-14 Municipal Drainage CIP. This item, in the amount of \$592,330 is anticipated to leave a final project balance of \$14,670 for the Erosion Control – Arbor Hills at Parker project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Replacing erosion control structures that are no longer effective relates to the City's goal of Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>Staff recommends the bid from ARK Contracting Services, Inc., in the amount of \$592,330.00, be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents.</p> <p>The second vendor being recommended is Austin Filter Systems, Inc., in the amount of \$756,884.10. Engineer's estimate was \$471,000.00.</p> <p>The project consists of the removal and replacement of existing erosion control structures along the retaining wall located on the north side of Parker Road (east of Marsh Lane) near the Arbor Hills Park.</p> <p><a href="https://maps.google.com/maps?q=PARKER+Road,+plano,+tx+and+Marsh+Lane&amp;hl=en&amp;ll=32.974411,-96.883516&amp;sspn=0.37327,0.727158&amp;hnear=W+Parker+Rd+%26+Marsh+Ln,+Plano,+Texas+75093&amp;t=m&amp;z=16">https://maps.google.com/maps?q=PARKER+Road,+plano,+tx+and+Marsh+Lane&amp;hl=en&amp;ll=32.974411,-96.883516&amp;sspn=0.37327,0.727158&amp;hnear=W+Parker+Rd+%26+Marsh+Ln,+Plano,+Texas+75093&amp;t=m&amp;z=16</a></p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map, Bid Recap			N/A		

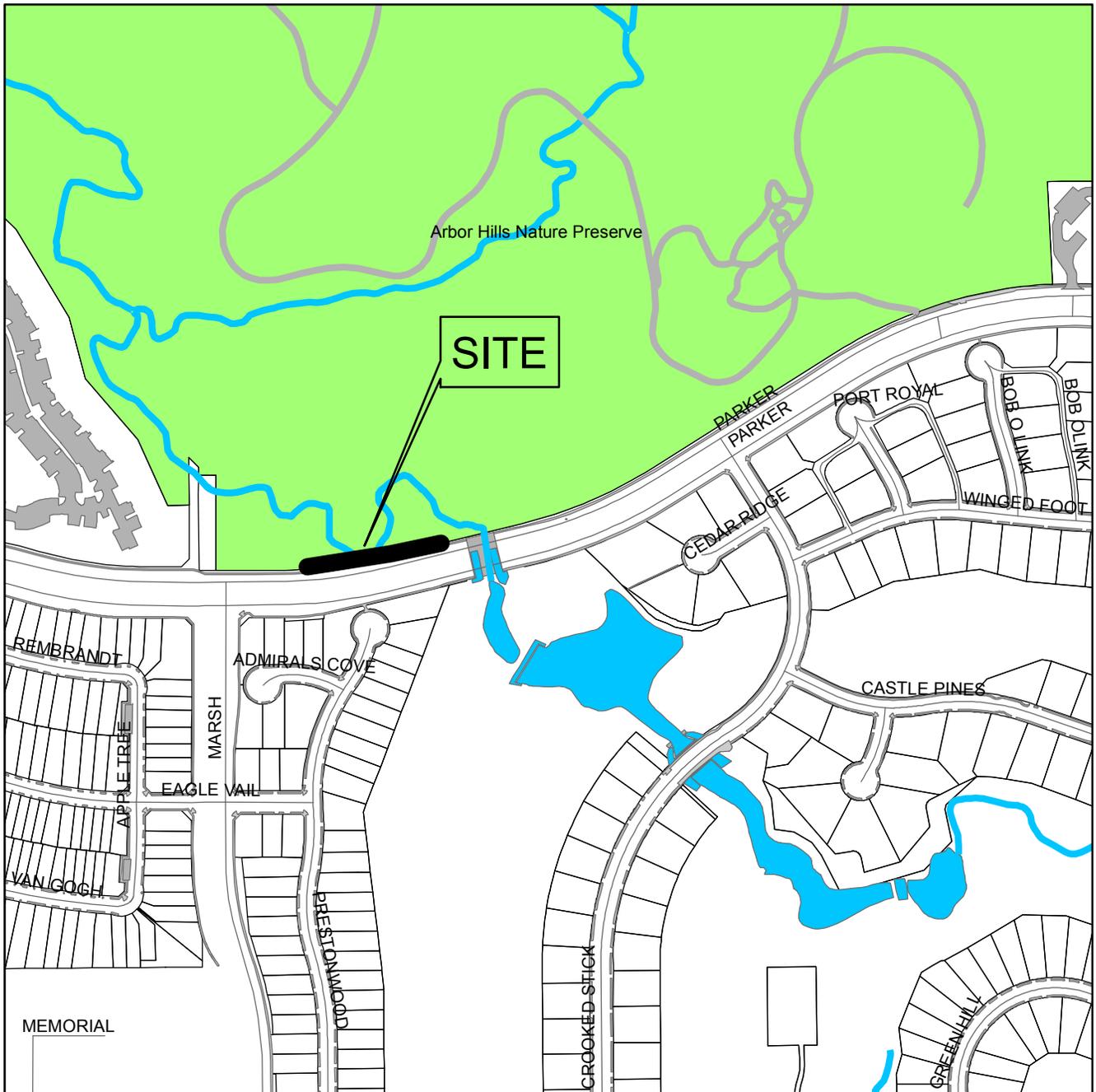
# LOCATION MAP

## PROJECT # 6328

### Arbor Hills & Parker Road Erosion Control Repair



1 inch = 400 feet



# CITY OF PLANO

**Bid No. 2014-237-B**

**Arbor Hills Park & Parker Road Erosion Control – Project No. 6328**

## **Bid Recap**

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**Bid opening Date/Time:** May 22, 2014 @ 2:00 PM

**Number of Vendors Notified:** 980

**Vendors Submitting “No Bids”:** 0

**Number of Bids Submitted:** 5

<b><u>Vendor Name</u></b>	<b><u>Total Base Bid</u></b>
Ark Contracting Services, Inc.	\$592,330.00
Austin Filter Systems, Inc.	\$756,884.10
Hayward Baker, Inc.	\$763,587.50
DCI Contracting, Inc.	\$868,910.00
Rebcon, Inc.	\$879,834.00
 <b><u>Recommended Vendor(s):</u></b>	
Ark Contracting Services, Inc.	\$592,330.00

*Corey Isaacs*

Corey Isaacs, Purchasing Assistant

May 28, 2014

Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/9/14			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>					
<b>CAPTION</b>					
Bid No. 2014-219-B for High Point Park South Site Improvements to Phillips/May Corporation in the amount of \$4,005,220 and authorizing the City Manager or his designee to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013-14, 2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		2,974,847	3,176,153	2,500,000	<b>8,651,000</b>
Encumbered/Expended Amount		-2,974,847	-294,650	0	<b>-3,269,497</b>
This Item		0	-2,855,220	-1,150,000	<b>-4,005,220</b>
BALANCE		0	26,283	1,350,000	<b>1,376,283</b>
<b>FUND(S):    PARK IMPROVEMENT CIP &amp; CAPITAL RESERVE CIP</b>					
<p><b>COMMENTS:</b> Funds are included in the FY 2013-14 Park Improvement CIP and Capital Reserve CIP and additional funds will be programed in the 2014-15 Park Improvement CIP and Capital Reserve CIP. This item, in the amount of \$4,005,220, will leave a final balance of \$1,376,283 available towards Athletic Field Renovation projects in 2014-15 and beyond.</p> <p>STRATEGIC PLAN GOAL: Constructing improvements to existing athletic fields relates to the City's goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>Staff recommends the bid received from Phillips/May Corporation in the amount of \$4,005,220 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents.</p> <p>High Point Park South was built in 1977, contains six multi-purpose fields, and serves 200,000 people annually. The restroom and the majority of the light poles were built in 1977. The restroom is too small to accommodate the size of events currently held there and does not meet ADA standards. The light poles are metallic and are reaching the end of their safe life cycle. Failure to replace the light poles could result in a pole failing causing damage and/or injury. The irrigation system does not operate efficiently or effectively, and it is unable to adequately water the fields.</p>					

# CITY OF PLANO COUNCIL AGENDA ITEM

The \$4,005,220 award includes the base bid of \$3,973,333.00 which includes a new athletic field lighting system, a new irrigation system, and a new restroom building along with two alternate bids. Alternate No. 1 in the amount of \$10,038.50 is for upgrades in the building materials for aesthetics and durability. Alternate No. 2 in the amount of \$21,848.50 is for the installation of steel pipe gates in the parking lot to help reduce vandalism.

The low bid of \$4,005,220 exceeds the construction estimate of \$3,500,000. Staff has reviewed the bids with the consultant and the bidders. Six bids were received. Staff does not believe that rebidding the project will result in lower bids. Project funding is available to award a contract based on the actual bids received.

In the event the low bidder cannot execute the contract documents, staff recommends that the project be awarded to the second low bidder, Nema 3 Electric in the amount of \$4,155,053.00 which includes the base bid and Alternates No. 1 and 2.

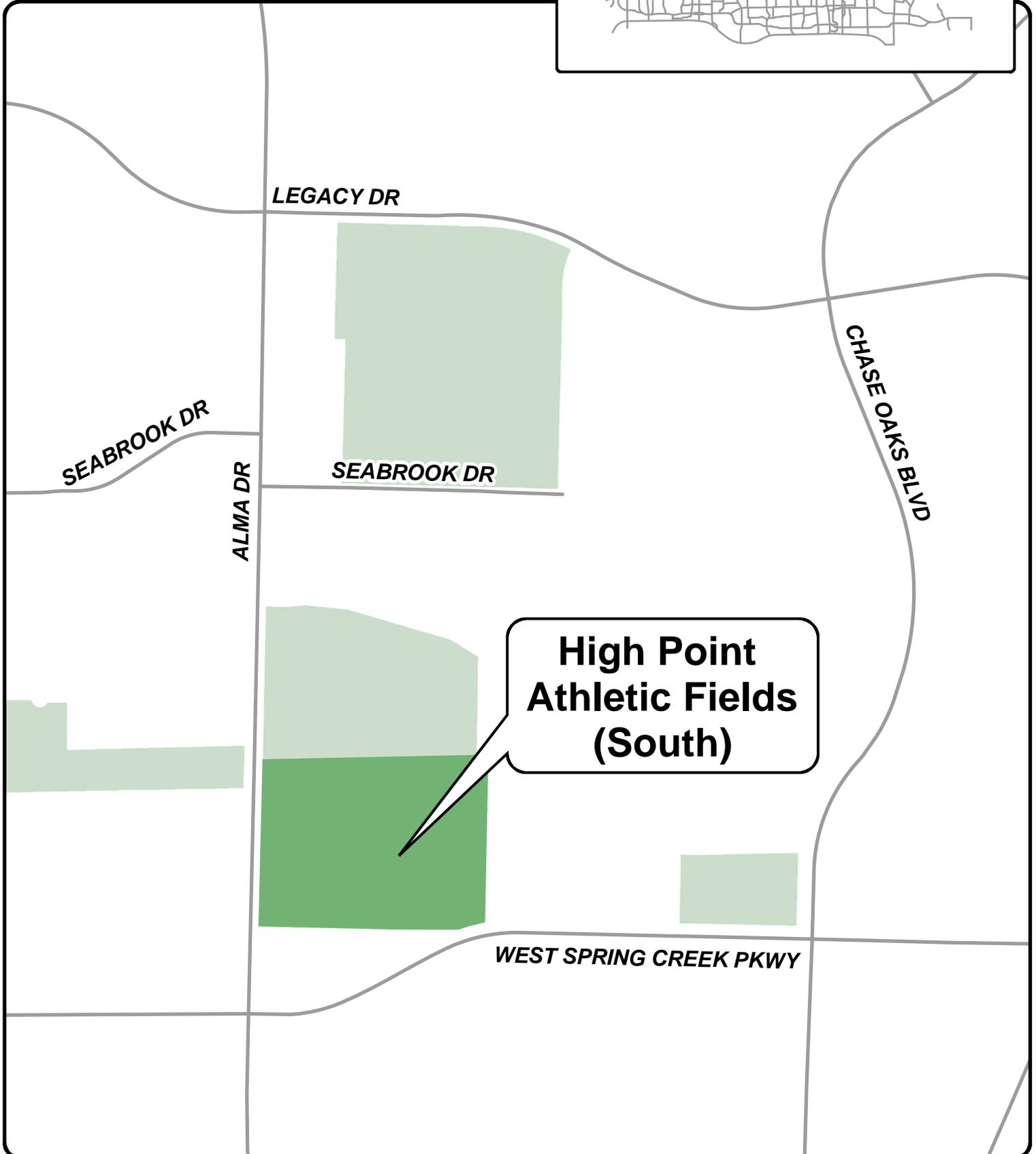
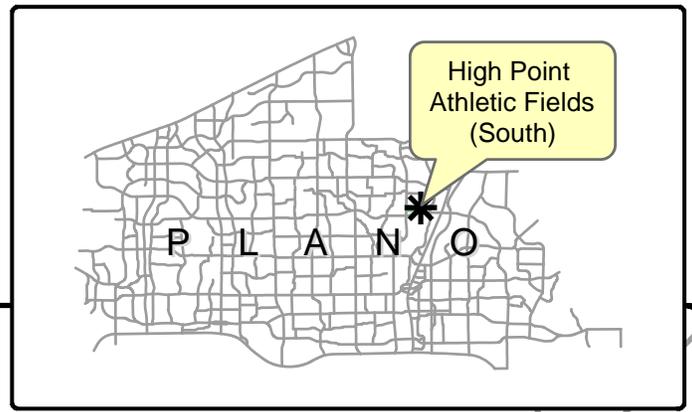
Project Location Map:  
<http://goo.gl/maps/gwrHj>

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



0 0.1 0.2 Miles



CITY OF PLANO

BID NO. 2014-219-B  
High Point Park South Site Renovations Proj No 6354  
BID RECAP

**Bid opening Date/Time:** April 29, 2014 @ 2:00 pm

**Number of Vendors Notified:** 6202

**Vendors Submitting "No Bids":** 0

**Bids Evaluated Non-Responsive to Specifications:** 0

**Number of Bids Submitted Responsive to Bid:** 6

Vendor	Total Base Bid	Total Base Bid plus Alternate 1	Total Base Bid plus Alternate 1 plus Alternate 2
Journeyman Construction	\$4,751,725.00	\$4,806,325.00	\$4,827,075.00
Phillips/May Corporation	\$3,973,333.00	\$3,983,371.50	\$4,005,220.00
Joe Funk Construction	\$4,623,050.00	\$4,670,050.00	\$4,696,050.00
Nema 3 Electrical	\$4,083,553.00	\$4,141,553.00	\$4,155,053.00
JC Commercial	\$4,227,777.00	\$4,275,777.00	\$4,290,777.00
Groves Electrical	\$4,507,064.00	\$4,519,314.00	\$4,543,314.00

**Recommended Vendors:**

Phillips/May Corporation \$4,005,220.00

*Leslie Hooker*

*April 29, 2014*

\_\_\_\_\_  
Leslie Hooker  
Buyer I

\_\_\_\_\_  
Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/9/2014		
Department:		Public Safety Communications		
Department Head		Susan Carr		
Agenda Coordinator (include phone #): <b>Sharron Mason - Ext. 7247</b>				
<b>CAPTION</b>				
To approve the purchase of modular workstations from XYBIX Systems, Inc. in the amount of \$202,062 to be utilized by Public Safety Communications, through an existing contract/agreement with HGAC, and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. EC07-11)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		0	202,062	0
Encumbered/Expended Amount		0	0	0
This Item		0	-202,062	0
BALANCE		0	0	0
<b>FUND(S):     WIRELINE FEES</b>				
<b>COMMENTS:</b> Funds are included in the FY 2013-14 911 Wireline Fees Adopted Budget to provide Office Furniture for Public Safety Communications Department. <b>STRATEGIC PLAN GOAL:</b> Providing Office Furniture for Public Safety Communications relates to the City's Goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Staff recommends the purchase of modular workstations from XYBIX Systems, Inc. in the amount of \$202,062 to be utilized by Public Safety Communications, through an existing contract/agreement with HGAC. The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271 Subchapter F of the Local Government code and by doing so satisfies any state Law requiring local governments to seek competitive bids for items. (HGAC Contract No. EC07-11/City of Plano Internal Contract No. 2014-232-B)				
List of Supporting Documents: Recommendation of Award Memo			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** April 23, 2014  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** Susan Carr, Public Safety Communications Director  
**Subject:** Purchase of XYBIX Systems Modular Workstations

In the current fiscal year, Public Safety Communications (PSC) was approved to purchase additional workstation positions to add call taking capacity. PSC researched two vendors on the HGAC contract; one being our current vendor, XYBIX Systems, Inc. and the other, Watson.

Watson was reviewed, along with site visits, and the workstations were able to meet the needs of the department. We requested a quote from Watson. Their quote came in \$150,000 over our budgeted amount.

We reviewed options with our current vendor, XYBIX Systems, Inc. With their ability to re-use parts of our current frame/panel system, and desktops, on top of the current customer discounts, their pricing came in within our budgeted amount.

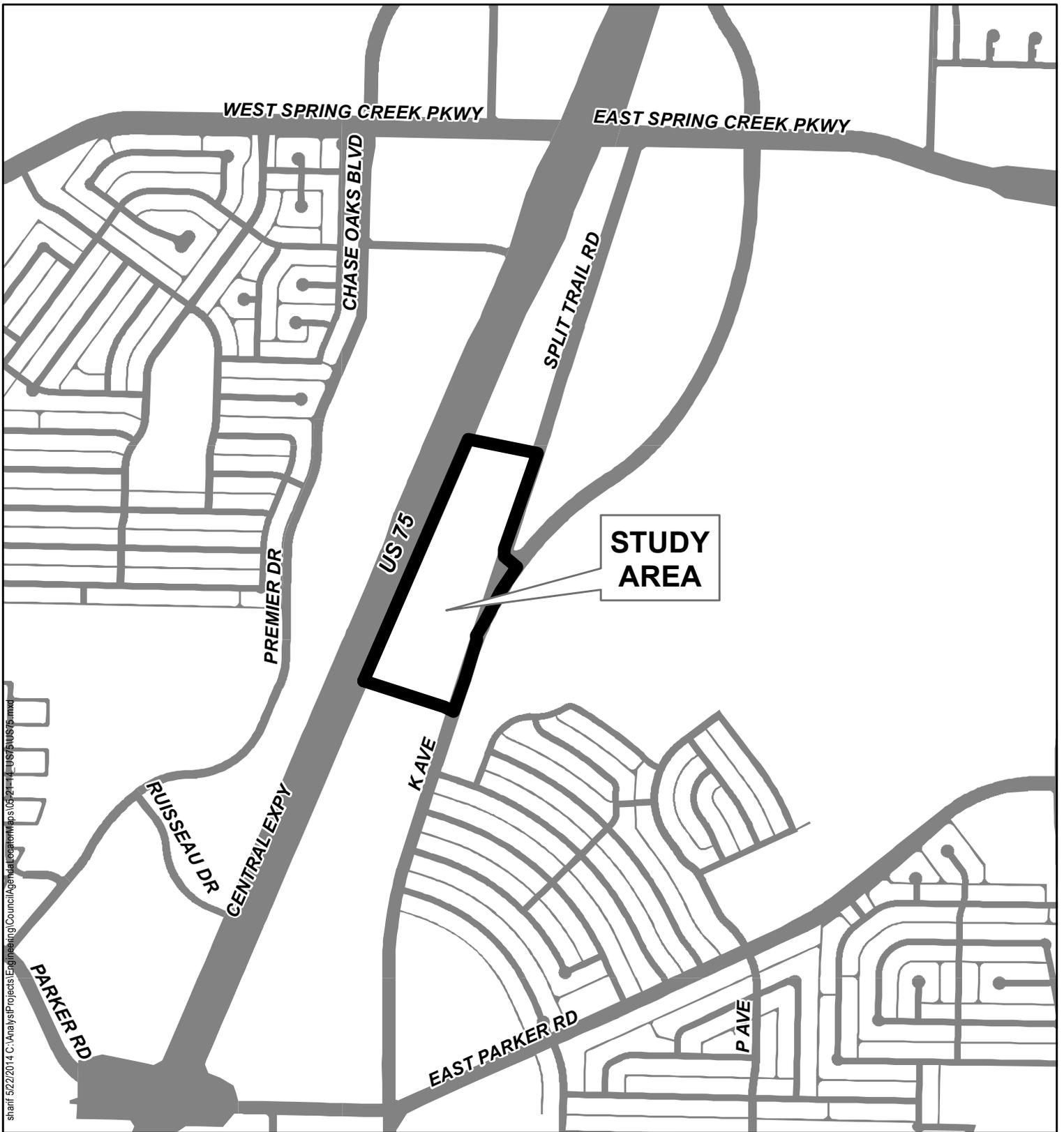
The purchase of the workstation modifications/additions is to facilitate call-taking capacity for the implementation of the Next Generation 9-1-1 (NG9-1-1) system. Without the additional work stations, we will remain with the current call-taking capacity, and not be able to expand with the new NG911 system.

Staff recommends purchasing workstation modifications and additional workstations from XYBIX Systems, Inc. in the amount of \$202,061.50.

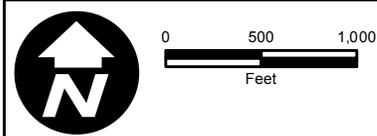


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

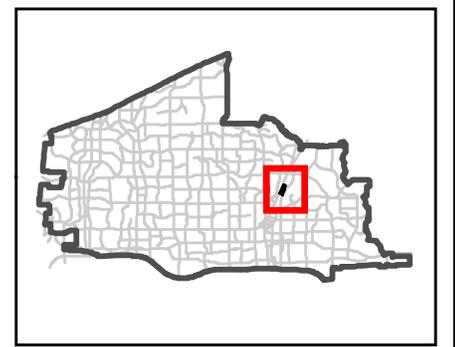
<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/9/14		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #):			Project No. 6450	
<b>CAPTION</b>				
To approve an Engineering Services Agreement by and between the City of Plano and VRX, Inc., in the amount of \$60,044, for the US 75 to K Avenue Connector Project No. 6450; and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	67,000	0	<b>67,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-60,044	0	<b>-60,044</b>
<b>BALANCE</b>	0	6,956	0	<b>6,956</b>
<b>FUND(s):    TIF – EAST SIDE</b>				
<p><b>COMMENTS:</b> Funds are available in the TIF – East Side Fund for this project. This item, in the amount of \$60,044, is anticipated to leave a current year balance of \$6,956 for the US 75 to K Avenue Connector project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining engineering services to evaluate a potential road project relates to the City's goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
This agreement is for engineering services for providing conceptual alignments, profiles and exhibits for a proposed connector road from the US 75 northbound frontage road to K Avenue between Parker Road and Spring Creek Parkway.				
Basic Services:				
A.	Research and Data Collection	\$3,186.00		
B.	Conceptual Design Services	\$14,436.00		
C.	Interagency Coordination	\$23,532.00		
D.	Final Analysis and Report	\$18,890.00		
<b>TOTAL BASIC SERVICE FEE</b>		<b>\$60,044.00</b>		
<a href="https://maps.google.com/maps?ll=33.044063,-96.787148&amp;spn=0.228506,0.395508&amp;t=h&amp;z=11">https://maps.google.com/maps?ll=33.044063,-96.787148&amp;spn=0.228506,0.395508&amp;t=h&amp;z=11</a>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map; Engineering Services Agreement			N/A	



shant: 5/22/2014 C:\Analysis\Projects\Engineering\CouncilAgenda\logofor\Map\052114\_0576\US75to.mxd



**US 75 TO K AVENUE  
CONNECTOR  
PROJECT NO. 6450**



**US 75 TO K AVENUE CONNECTOR**

**PROJECT NO. 6450**

**ENGINEERING SERVICES AGREEMENT**

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

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **US 75 TO K AVENUE CONNECTOR** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

**I. Employment of the Engineer**

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

**II. Scope of Services**

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

### **III. Schedule of Work**

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

### **IV. Compensation and Method of Payment**

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

### **V. Information to be Provided by the City**

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

### **VI. Insurance**

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

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

### **VII. INDEMNITY**

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

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

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

#### **VIII. Independent Contractor**

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

### **IX. Assignment and Subletting**

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

### **X. Audits and Records/Prohibited Interest**

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

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

### **XI. Contract Termination**

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

### **XII. Engineer's Opinion of Probable Construction Costs**

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

### **XIII. Ownership of Documents**

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

### **XIV. Complete Contract**

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

### **XV. Mailing of Notices**

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

City of Plano  
Engineering Department  
Attn: Michael Martin, P.E.  
P.O. Box 860358  
Plano, TX 75086-0358

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

VRX, Inc.  
Attn: Noelle Ibrahim, P.E., President  
2500 N. Dallas Parkway, Suite 450  
Plano, TX 75093

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

## **XVI. Miscellaneous**

### **A. Paragraph Headings:**

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

### **B. Contract Interpretation:**

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

### **C. Venue/Governing Law:**

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

### **D. Successors and Assigns:**

City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

### **E. Severability:**

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

### **F. Effective Date:**

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

G. Authority to Sign:

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

**SIGNED** on the date indicated below.

**VRX, INC.**  
A Texas Corporation

DATE: May 20, 2014

BY:   
\_\_\_\_\_  
Noelle Ibrahim, P.E.  
PRESIDENT

**CITY OF PLANO, TEXAS**

DATE: \_\_\_\_\_

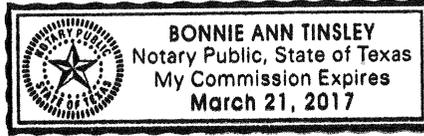
BY: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

**APPROVED AS TO FORM:**

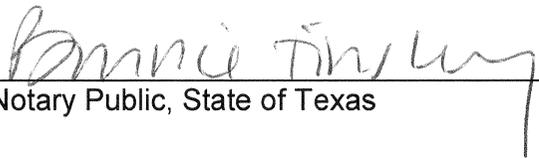
\_\_\_\_\_  
Paige Mims  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §



This instrument was acknowledged before me on the 20 day of May, 2014, by **NOELLE IBRAHIM, P.E., PRESIDENT of VRX, INC.**, a **TEXAS** corporation, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT A  
SCOPE OF SERVICES**

**US 75 TO K AVENUE CONNECTOR  
PROJECT NO. 6450**

**PROJECT DESCRIPTION:**

Provide conceptual alignments, profiles and exhibits for a proposed Connector Road from the US-75 northbound frontage road to K Avenue, north of Parker Road and south of Spring Creek Parkway (see Figure 'A').

**A. Research and Data Collection**

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, aerial topography information, GIS data, and other information available for the project areas.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through of the site.
3. This project shall be designed in accordance with the following:
  - City of Plano:**
    - Thoroughfare Standards Rules and Regulations
    - Storm Drainage Design Manual
    - Manual for Right-of-Way Management
    - Standard Construction Details
  - Texas Department of Transportation:**
    - Roadway Design Manual

**B. Conceptual Design Services:**

1. Evaluate the current conditions in the proposed subject area, as shown in Figure 'A', to determine up to three (3) conceptual alignments and layouts with profiles.
2. Visit site to review the proposed locations, review of the topography, and determination of the feasibility of the Connector Road at each location identified.
3. Using aerial photography files and GIS contours/elevations provided by the City, design and layout the horizontal alignment and vertical profile of the proposed roadway and/or bridge for the proposed locations identified.
4. Assess the proposed alignments and profiles to determine the impacts to adjacent property and/or environmental impacts and issues.
5. Develop plan and profile exhibits for each proposed alignment. The scale and size of exhibits will be determined once alignments are developed.

**C. Interagency Coordination:**

1. Coordinate with the Dallas Area Rapid Transit (DART) personnel to review proposed conceptual alternatives and receive comments.

#### **D. Final Analysis**

1. Compare the proposed alternatives based on estimated construction costs and estimated new easements required for construction. Prepare a construction cost estimate for each of the alternatives identified. Cost estimates shall be prepared using historical bid tabulations provided by the City.
2. For the proposed alternatives identified, submit three copies of the exhibits for to the City for Staff review.
3. Attend a consultation meeting with City Staff to review the proposed alternatives.
4. Prepare a letter report summarizing the findings of the analysis and the construction cost estimates. In the report indicate any problem areas and conflicts for each alternative that cannot be thoroughly evaluated within the scope of this project (e.g. underground utility conflicts, environmental issues, ROW acquisition, etc.).
5. Submit a draft copy of a letter report on the proposed alternatives to the City for review and comment.
6. Incorporate City review comments into the final letter report and submit two copies of the final report.

**EXHIBIT B**

**SCHEDULE OF WORK**

**US 75 TO K AVENUE CONNECTOR  
PROJECT NO. 6450**

VRX shall perform the services required under the agreement in accordance with the following schedule:

- |                                 |                        |
|---------------------------------|------------------------|
| A. Research and Data Collection | <u>2</u> working days  |
| B. Conceptual Design Services   | <u>20</u> working days |
| C. Interagency Coordination     | <u>10</u> working days |
| D. Final Analysis               | <u>18</u> working days |

Total estimated time is 40 working days after the Notice-to-Proceed is received and the kick-off meeting is completed. The project schedule includes minimum review time by DART. VRX cannot control the DART review process.

**EXHIBIT C**

**Fee SCHEDULE**

(All fees T & M not to exceed without prior approval)

**US 75 TO K AVENUE CONNECTOR  
PROJECT NO. 6450**

**BASIC SERVICES:**

A . Research and Data Collection	\$3,186.00
B . Conceptual Design Services	\$14,436.00
C . Interagency Coordination	\$23,532.00
D . Final Analysis and Report	\$18,890.00
<b>TOTAL BASIC SERVICES FEE</b>	<b>\$60,044.00</b>

**EXHIBIT "D"**

**ENGINEERING**

**INSURANCE**

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

**1. General Insurance Requirements:**

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

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

- 1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

**2. Engineer's Insurance - "Occurrence" Basis:**

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

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

### **3.0 Engineer's Insurance – Claims Made**

#### Professional Errors and Omissions

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

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

## ENGINEERING

### City of Plano - Insurance Checklist

("X" means the coverage is required.)

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





**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

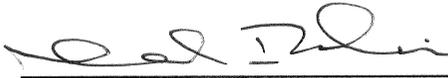
I, the undersigned declare that I am authorized to make this statement on behalf of VRX, INC. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of VRX, INC. is employed by the City of Plano or is an elected or appointed official of the City of Plano within the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

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

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

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

VRX, INC.  
Name of Consultant

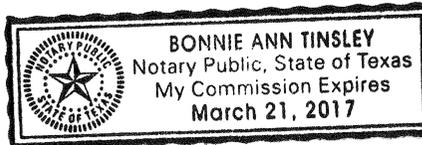
By:   
Signature

Noelle Ibrahim, P.E.  
Print Name

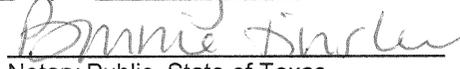
President  
Title

05/20/2014  
Date

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §



SUBSCRIBED AND SWORN TO before me this 20 day of may, 2014.

  
Notary Public, State of Texas





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

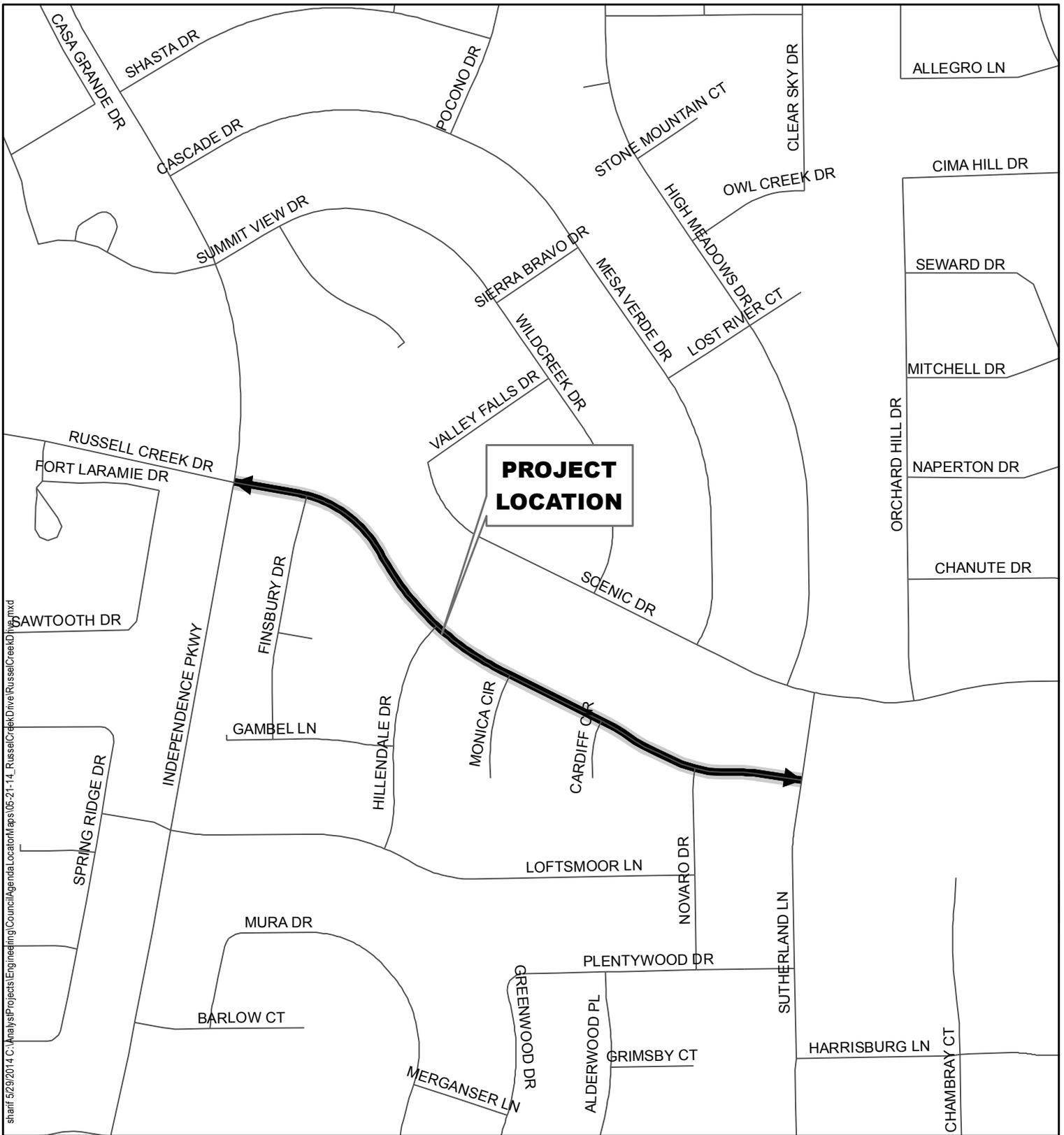
<https://maps.google.com/maps?q=Russell+Creek+Drive,+Plano+TX+Independence+Parkway+to+Sutherland+Lane&saddr=Russell+Creek+Drive,+Plano+TX+Independence+Parkway&daddr=Sutherland+Lane&hl=en&sl=33.061262,-96.736625&ssp=0.186452,0.363579&geocode=FbyK-AEdpbQ7-ikjZ16LYT1MhjHLWvYQ5Nf8bQ%3BFVLm-AEdk9E7-in3F6WV5BdMhjFsJQiMyRaVQQ&t=m&z=14>

List of Supporting Documents:

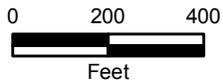
Location Map; Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies

N/A



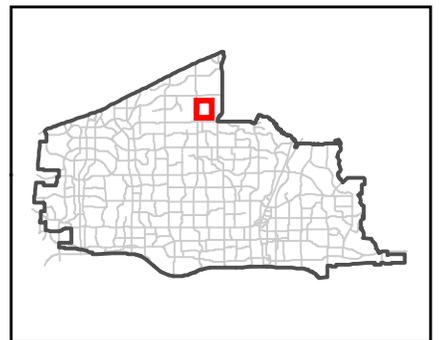
shant 5/29/2014 C:\Analysis\Projects\Engineering\Council\Agenda\Locator\Maps\05-21-14\_RusselCreekDrive\RusselCreekDrive.mxd



## Russell Creek Drive – Independence Parkway to Sutherland Lane Project No. 6451



May 2014  
City of Plano GIS Division



**RUSSELL CREEK DRIVE – INDEPENDENCE PARKWAY TO SUTHERLAND LANE**

**PROJECT NO. 6451**

**ENGINEERING SERVICES AGREEMENT**

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

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **RUSSELL CREEK DRIVE – INDEPENDENCE PARKWAY TO SUTHERLAND LANE** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

**I. Employment of the Engineer**

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

**II. Scope of Services**

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

### **III. Schedule of Work**

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

### **IV. Compensation and Method of Payment**

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

### **V. Information to be Provided by the City**

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

### **VI. Insurance**

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

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

### **VII. INDEMNITY**

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

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

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

#### **VIII. Independent Contractor**

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

## **IX. Assignment and Subletting**

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

## **X. Audits and Records/Prohibited Interest**

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

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

## **XI. Contract Termination**

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

## **XII. Engineer's Opinion of Probable Construction Costs**

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

### **XIII. Ownership of Documents**

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### **XIV. Complete Contract**

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

### **XV. Mailing of Notices**

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

City of Plano  
Engineering Department  
Attn: Michael A. Martin, P.E.  
P.O. Box 860358  
Plano, TX 75086-0358

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

VERDUNITY, Inc.  
Attn: Kristin Green, P.E., Principal  
1302 Andrew Court  
Lewisville, TX 75056

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

## **XVI. Miscellaneous**

### **A. Paragraph Headings:**

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

### **B. Contract Interpretation:**

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

### **C. Venue/Governing Law:**

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

### **D. Successors and Assigns:**

City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

### **E. Severability:**

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

### **F. Effective Date:**

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

G. Authority to Sign:

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

**SIGNED** on the date indicated below.

DATE: 5/21/14

BY: Kristin Green  
Kristin Green, P.E.  
PRINCIPAL

**VERDUNITY, INC.**  
A Texas "S" Corporation

**CITY OF PLANO, TEXAS**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Paige Mims  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

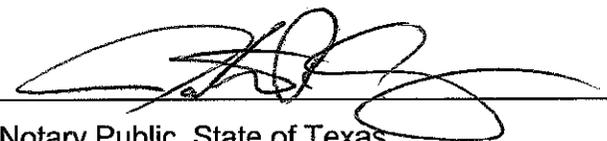
STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 21<sup>st</sup> day of May, 2014, by **KRISTIN GREEN, P.E., PRINCIPAL**, of **VERDUNITY, INC.**, a **TEXAS "S"** corporation, on behalf of said "S" corporation.



  
Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT "A"

### SCOPE OF SERVICES

#### PROJECT UNDERSTANDING & OBJECTIVES

Our general understanding of the proposed project is based on our meeting with Michael Martin, Jack Carr and Gerald Cosgrove on March 11, 2013 and subsequent emails and a site visit. The two goals of this project are to (1) determine the cause of the distress noted on the northern portion of Russell Creek Drive and the adjacent hike and bike trail north of Russell Creek Drive between Finsbury Dr. and Sutherland Ln. (appx 1,800 lf) in Plano, TX and (2) prepare PS&E for the repair and replacement of Russell Creek Drive and the hike and bike trail.

After visiting the site and reviewing the plans for the roadway and the hike and bike trail, subsidence of the soils beneath the road and trail appear to be causing the distress. The first phase of this project will be to determine the underlying causes of the subsidence. Once the cause of the distress has been identified, our team will submit a proposal to prepare PS&E for the repair and replacement of the road and sidewalk, while also providing a solution to the soil subsidence issues. This proposal will only cover Phase 1.

The project TEAM will be led by VERDUNITY (PRIME). In this role, we will be the primary point of contact with the City for the project and assume overall responsibility for the project team. VERDUNITY will be responsible for data collection, as well as coordination with City staff and the rest of the team as required, and authoring the report that will be the deliverable for this first phase of this project. Other team members include Nathan D. Maier (survey and structural) and AMEC (geotechnical).

#### BASIC SERVICES

The following tasks will be completed as part of Basic Services portion of the contract.

##### **TASK B1: PROJECT MANAGEMENT & COORDINATION**

**Description:** VERDUNITY's Task Leader (and other staff, as needed) will attend meetings and conduct tasks necessary to coordinate work efforts, manage resources and communicate progress to the City and the rest of the Project Team.

**Activities:**

- Attend project team meetings (with full team and internal design team)
- Prepare invoices and accompanying progress reports
- Set up and maintain project collaboration site
- Project correspondence and coordination, as required.

**Deliverables:**

- Monthly progress reports and invoices

**Assumptions:**

- Hours, expenses and associated fees used to develop contract cap amount are based on a maximum project duration of 12 weeks.

### **TASK B2: PROJECT KICKOFF – SURVEY, GEOTECH, STRUCTURAL EVALUATION & DATA COLLECTION**

**Description:** VERDUNITY will obtain and review available information related to the existing site and improvements, and participate in a project kickoff meeting with the TEAM and CITY. Tasks to be performed in this phase will include:

#### ***Activities:***

- Obtain and review information provided by the City, including, but not limited to: as-builts, master plans, studies, GIS data, and aerial images
- After survey is completed, visit the site to field verify existing conditions. Survey will also include marking a number of site monitoring locations that can be resurveyed at a later date to determine if movement of these locations have occurred.
- Attend a kickoff meeting with TEAM and CITY to:
  - Review and confirm project goals, milestones and design criteria
  - Discuss observed constraints and potential opportunities
- Send meeting notes to the City

#### ***Deliverables:***

- Meeting notes from kickoff meeting

#### ***Assumptions:***

- City will provide paper and/or electronic copies of any relative information they have available
- Survey and structural review to be provided by Nathan D. Maier
- Geotechnical investigation by AMEC
- Drainage and erosion review by VERDUNITY

### **TASK B3: PRELIMINARY REPORT**

**Description:** Based on feedback from the Kickoff Meeting, survey, structural evaluation, data gathering and geotechnical report, VERDUNITY will prepare a preliminary report of the TEAM's findings and make recommendations for options to remediate the street and hike and bike trail. Tasks to be performed in this phase will include:

#### ***Activities:***

- Receive and analyze the survey, structural evaluation, geotechnical investigation from subconsultants
- Receive and analyze data provided by the City
- Prepare preliminary report combining the data gathered from all the sources listed above. The intent of this report will be to identify the mechanisms that causing the distress in the existing street and hike and bike trail. Further, the report will offer suggestions for methods that can be used to remediate the situation.
- Attend a meeting with CITY staff to present concepts and recommended alternatives

#### ***Deliverables:***

- Preliminary Report

#### ***Assumptions:***

- One round of comments from CITY to finalize the findings of the report.

#### **TASK B4: FINAL REPORT**

**Description:** Based on the City's feedback from the Preliminary report, VERDUNITY will incorporate comments and prepare a final report and a proposal for Phase 2 of the project. Phase 2 will include plans, specifications and engineering for the remediation of the issues causing the differential movement on the road and hike and bike trail. Tasks to be performed in this phase will include:

**Activities:**

- Incorporate CITY comments and finalize the report
- Prepare phase 2 proposal
- Attend a meeting with CITY staff to review the final report

**Deliverables:**

- Final report
- Phase 2 proposal

**Assumptions:**

- VERDUNITY will deliver the final report to the City and then schedule a meeting to go over the findings and recommendations in the report within 2 weeks.

#### **SPECIAL SERVICES**

The following tasks will be completed as part of Special Services portion of the contract.

#### **TASK S1: RESURVEY OF BENCHMARK POINTS**

**Description:** The surveyor can be authorized to remobilize to the site and determine the locations of the site monitoring locations installed in Task B2. A report of these locations in comparison to the original locations will be provided to the City. This work will be performed and billed on an hourly basis:

**Activities:**

- Surveyor will mobilize to the site and relocate the site monitoring locations.
- Review the data and provide a report to the City

**Deliverables:**

- Report of site monitoring locations (previous and current)

**Assumptions:**

- Site access will be readily available for the surveyor

## EXCLUSIONS AND ADDITIONAL SERVICES

We have attempted to include all anticipated tasks and deliverables in this proposal that we believe will be required to get the project ready to advertise. If, during the course of the project, additional tasks or deliverables outside those included in the Scope of Services in the attachment are needed or desired, VERDUNITY can submit a proposal to complete this work as additional services. No work will be done outside of the Scope of Services without written approval of the supplemental proposal from an authorized OWNER representative. Items specifically excluded from this proposal include:

1. We understand that the City wishes to use the City's standard typical pavement section. If pavement design is required, that is outside of the scope of services of this proposal.
2. Retaining wall, road, sidewalk, hike and bike trail or bridge design (to be included in Phase 2 effort)
3. Traffic analysis/design
4. Utility (water, storm sewer or sanitary sewer) design
5. Permit applications (TxDOT, etc.)
6. Public meetings or other stakeholder engagement activities
7. The basic scope of services includes time for VERDUNITY to address one round of comments from the City. If additional comments are received after the first round of comments has been addressed, and if these comments are not a result of VERDUNITY's oversight of standard engineering and surveying practices or comments previously made by the City, then addressing the comments will be considered an additional service.

Additional Services will be billed on an hourly basis at the rates listed.

**EXHIBIT "B"**  
**SCHEDULE OF WORK**

**PROPOSED SCHEDULE**

We are proposing to complete the work outlined in the Scope of Services in the following timeline. Proposed schedule is based on calendar days.

<b>TASK</b>	<b>DURATION</b>
Notice to Proceed	week of June 9, 2014 (estimated)
Survey, Geotech, Structural Evaluation & Data Collection	4 weeks
Preliminary Report Submittal	4 weeks
Final Report Submittal	2 weeks
<b>TOTAL PHASE 1 DURATION (2 WEEK CITY REVIEWS)</b>	<b>12 WEEKS</b>

This proposal is valid for a period of 45 days from the date of this proposal. This information was prepared specifically for the City of Plano and its designated representatives and may not be provided to others without VERDUNITY's written permission.

**EXHIBIT "C"**

**COMPENSATION AND METHOD OF PAYMENT**

**FEE PROPOSAL**

We are proposing to complete the work outlined in the attached Scope of Services for the fee outlined below. All work will be invoiced on a lump sum basis per percentage complete for each task. Expenses will be invoiced at cost plus a 10% markup for processing.

<b><u>BASIC SERVICES TASK</u></b>	<b><u>FEE</u></b>
1.0 Project Management & Coordination	\$ 4,000
2.0 Survey, Geotech, Structural Evaluation & Data Collection	
2.1 Survey	\$27,865
2.2 Geotechnical Investigation	\$12,000
2.3 Structural Evaluation	\$ 4,400
2.4 Data Collection	\$ 6,520
3.0 Preliminary Report	\$12,000
4.0 Final Report	\$ 7,000
5.0 Expenses	\$ 500
<b>TOTAL FEE, BASIC SERVICES</b>	<b>\$74,285</b>

<b><u>SPECIAL SERVICES TASK</u></b>	<b><u>FEE</u></b>
6.0 Survey of Site Monitoring Locations	\$ 2,100
7.0 Report of Survey Results	\$ 500
<b>TOTAL FEE, SPECIAL SERVICES</b>	<b>\$ 2,600</b>

**HOURLY BILLING RATES (Effective through December 31, 2014)**

Principal/Project Manager:	\$160
Sr. Engineer/QC:	\$140
Civil Engineer	\$115
Engineer In Training/Designer	\$ 95
CAD Technician:	\$ 75
Administrator/Clerical	\$ 50

**EXHIBIT "D"**  
**ENGINEERING**

**INSURANCE**

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

**1. General Insurance Requirements:**

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

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

- 1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

**2. Engineer's Insurance - "Occurrence" Basis:**

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

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

### **3.0 Engineer's Insurance – Claims Made**

#### **Professional Errors and Omissions**

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

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

## ENGINEERING

### City of Plano - Insurance Checklist

("X" means the coverage is required.)

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/20/2014

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

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

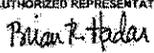
<b>PRODUCER</b> McLaughlin Brunson Insurance Agency, LLP 12801 North Central Expressway Suite 1710 Dallas TX 75243		<b>CONTACT NAME:</b> Brian R Radar <b>PHONE (A/C, Ho, Ext):</b> (214) 503-1212 <b>FAX (A/C, No):</b> (214) 503-8899 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> (214) 729-9734 Verdunity, Inc. 1302 Andrew Court Lewisville TX 75056		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: Xi Specialty Insurance Company 37895 INSURER B: Charter Oak Fire Insurance Co. 25615 INSURER C: Travelers Casualty & Surety Co. 19038 INSURER D: Travelers Lloyds Ins. Company 41262 INSURER E: Travelers Indemnity Company 25658 INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** Cert ID 24523 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
D	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	PACP1A701801	5/27/2013	5/27/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BALA78294A	5/27/2013	5/27/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB. <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS: 10,000	Y	Y	CUP0D127122	5/27/2013	5/27/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB3734T536	5/27/2013	5/27/2014	<input checked="" type="checkbox"/> WC STAT. <input type="checkbox"/> OTHER <input type="checkbox"/> TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	N	Y	DP89708046	5/27/2013	5/27/2015	Per Claim / Annual \$ 1,000,000 Aggregate \$

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. RE: Russell Creek Drive - Independence Pkwy. to Sutherland Ln.

<b>CERTIFICATE HOLDER</b>  City of Plano  1520 K Avenue PO Box 860358 Plano TX 75076	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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Page 1 of 1

Engineering Services Agreement  
 Russell Creek Drive - Independence Parkway to Sutherland Lane  
 Project No. 6451

Exhibit D - Page 6

EMAIL:LEGAL-2014-6451-RUSSELLCREEKDRIVE-IND PKWY TO SUTHERLAND-VERDUNITY-MICHAEL.MARTIN.DOC

**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

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

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

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

VERDUNITY, Inc.  
Name of Consultant

By: Kristin Green  
Signature

Kristin Green  
Print Name

Principal  
Title

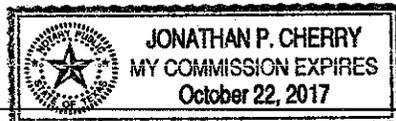
5/21/14  
Date

STATE OF TEXAS

COUNTY OF DALLAS

§  
§  
§

SUBSCRIBED AND SWORN TO before me this 21<sup>st</sup> day of May, 2014.



[Signature]  
Notary Public, State of Texas

Engineering Services Agreement  
Russell Creek Drive – Independence Parkway to Sutherland Lane  
Project No. 6451

Exhibit E -- Page 1



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/9/14		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
Approval of a Landscape Architecture Services Agreement by and between the City of Plano and Quimby McCoy Preservation Architecture, LLP in the amount of \$86,885 for preservation and architectural consulting services for Saigling House Architectural Renovation and authorizing the City Manager or his designee to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	17,907	150,000	500,000	<b>667,907</b>
Encumbered/Expended Amount	-17,907	-8,195	0	<b>-26,102</b>
This Item	0	-86,885	0	<b>-86,885</b>
<b>BALANCE</b>	<b>0</b>	<b>54,920</b>	<b>500,000</b>	<b>554,920</b>
<b>FUND(s):     CAPITAL RESERVE FUND</b>				
<p><b>COMMENTS:</b> Funds are available in the Capital Reserve CIP. This item, in the amount of \$86,885, will leave a current year balance of \$54,920 for other expenses associated with the renovation of the Saigling House.</p> <p><b>STRATEGIC PLAN GOAL:</b> Preservation and appropriate renovations to historic property owned by the City of Plano relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Exciting Urban Centers - Destination for Residents and Guests.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This Architecture Services Agreement is for the renovation of Saigling House. The house was originally built in 1906 and has most recently been occupied by Collin Intervention To Youth (C.I.T.Y. House).</p> <p>The total design fee is \$86,885 and includes architectural, structural, mechanical, electrical, plumbing, fire protection, civil engineering services and cost estimating for the restoration of the historic Saigling house. Work will also include historic research for determining the period of significance for the restoration and landscape master planning for the grounds and their relationship to the park.</p> <p>This phase of work will take the project through research, master planning, schematic design and design development phases of the project. Preparation of construction documents, bidding and contract administration will be provided for in a future contract once the exact scope of the construction is determined.</p>				



## CITY OF PLANO COUNCIL AGENDA ITEM

The firm of Quimby McCoy Preservation Architecture, LLP has extensive experience in the restoration of historic structures.

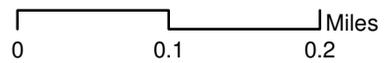
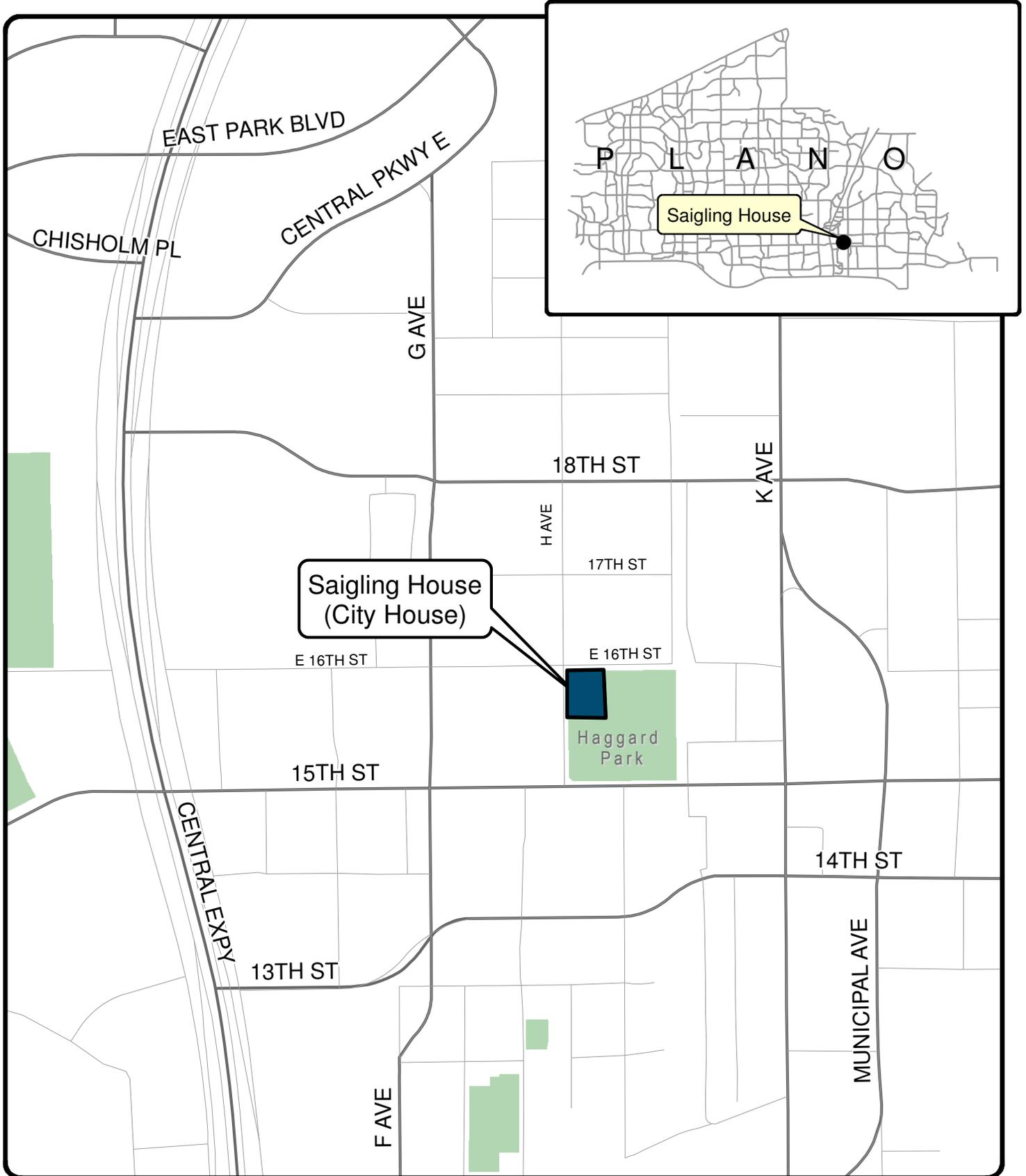
Project Location Map:

<http://goo.gl/maps/CFBp2>

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

# Location Map

Saigling House located at 902 East 16th Street



## SAIGLING HOUSE ARCHITECTURAL RENOVATION

PROJECT NO. 6454

### ARCHITECTURAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **QUIMBY MCCOY PRESERVATION ARCHITECTURE, LLP**, a **LIMITED LIABILITY PARTNERSHIP**, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

#### WITNESSETH:

**WHEREAS**, the City desires to engage the services of the Architect to prepare construction plans, specifications, details and special provisions and to perform other related architectural services in connection with the **SAIGLING HOUSE ARCHITECTURAL RENOVATION** located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

#### **I. Employment of the Architect**

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

#### **II. Scope of Services**

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

#### **III. Schedule of Work**

The Architect agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the

reasonable control of Architect, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

#### **IV. Compensation and Method of Payment**

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

#### **V. Information to be Provided by the City**

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

#### **VI. Insurance**

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

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

#### **VII. INDEMNITY**

**THE ARCHITECT 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 ARCHITECT'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 ARCHITECT, 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 ARCHITECT 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 ARCHITECTS. 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.

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

#### **VIII. Independent Contractor**

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

#### **IX. Assignment and Subletting**

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

## **X. Audits and Records/Prohibited Interest**

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

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

## **XI. Contract Termination**

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

## **XII. Architect's Opinion of Probable Construction Costs**

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

## **XIII. Ownership of Documents**

Original drawings and specifications are the property of the Architect; however, the Project is the property of the City and Architect may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of

reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Architect's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

#### **XIV. Complete Contract**

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

#### **XV. Mailing of Notices**

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

City of Plano  
Parks Department  
Attn: Elizabeth Del Turco  
P.O. Box 860358  
Plano, TX 75086-0358

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

Quimby McCoy Preservation Architecture, LLP  
Attn: Marcel Quimby, Principal  
3200 Main Street #3.6  
Dallas, TX 75226

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

#### **XVI. Miscellaneous**

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Architect, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

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

**SIGNED** on the date indicated below.

**QUIMBY MCCOY PRESERVATION  
ARCHITECTURE, LLP**  
A Limited Liability Partnership

DATE: 05.21.14

BY:   
Nancy McCoy  
PRINCIPAL

**CITY OF PLANO, TEXAS**

DATE: \_\_\_\_\_

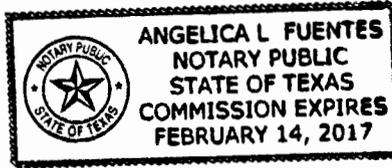
BY: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

**APPROVED AS TO FORM:**

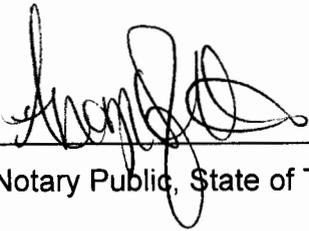
\_\_\_\_\_  
Paige Mims  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS   §



This instrument was acknowledged before me on the 21<sup>st</sup> day of May, 2014, by **NANCY MCCOY, PRINCIPAL** of **QUIMBY MCCOY PRESERVATION ARCHITECTURE, LLC**, a **LIMITED LIABILITY PARTNERSHIP**, on behalf of said limited liability partnership.

  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

April 24, 2014  
Revised: May 18, 2014

**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**SAIGLING HOUSE**  
**ARCHITECTURAL and PRESERVATION**  
**SERVICES for SCHEMATIC DESIGN thru**  
**DESIGN DEVELOPMENT**  
**PHASES**

**Project Understanding**

Quimby McCoy Preservation Architecture, LLP (Consultant) has been requested by the City of Plano (City/Owner) to provide preservation and architectural consulting services for the rehabilitation and/or restoration of the historic Saigling House, located at 902 East 16<sup>th</sup> Street, Plano, Texas 75074. It is anticipated the house will be occupied by a non-profit organization (Tenant) who will manage and operate the house for public events such as meetings, receptions, parties and other events. The anticipated budget for the rehabilitation is \$750,000; however, it is likely that the project scope that will be designed in the Schematic and Design Development phases will exceed this amount. Therefore, the city has requested services to develop Pre-design phase services consisting of a Landscape Master Plan and a Schematic Design and Design Development phase services, with cost estimates in order to define the scope of the project that will move forward.

These services will include architectural, landscape architecture, structural, mechanical, electrical, plumbing, fire protection and civil engineering services for the restoration of the historic Saigling house. We anticipate the rehabilitation to include an elevator to the second floor, a catering kitchen and interior modifications to accommodate the City and Tenants' program for use. Accessibility to and within the building will be addressed, including a ramp from the exterior to the building and incorporation of an elevator to the 2nd floor (LULA if possible). The building entry for public events will be re-orientated to face Haggard Park and anticipated improvements made at this entry will include a new entry, a porch and ramp.

A Landscape Master Plan for the Saigling property and adjacent areas of Haggard Park will be prepared, with the goal of designing a landscape connection between the existing Haggard Park and the Saigling house, as well as planning for outdoor hardscape areas and places for outdoor activities on the Saigling property and its future uses. The proposed uses and program will be established with the City and the Tenant.

Due to unanswered questions about the architectural chronology (history) of the Saigling house, in-depth research about the houses' original appearance and early changes are needed to make a determination of period of significance is necessary. Additional research will be conducted with intent to find information (photographs) of the house

1

during these early years. Upon completion of this research, possible options for the period of significance will be prepared for the City's review and decision made about the preferred period of significance.

With the information contained in the Pre-design services, Basic Services for the Schematic Design and the Design Development phase will be provided for the architecture, landscape architecture and engineering professional services. The landscape design will encompass three nearly 1-acre Saigling property, using the Master Plan. The architectural/engineering services will include the Saigling House and two outbuildings – a garage and a small shed.

## 1.0 SCOPE

We propose the following Scope of Services for the Project:

- Phase 1: Pre-Design  
Landscape Master Plan
- Phase 2: Historic Research and Determination of the Period of  
Significance of the House.
- Phase 3: Schematic Design
- Phase 4: Design Development

## 2.0 SERVICES

The Consultant's services consist of the phases and task detailed below:

### Phase 1: Master Plan for site of Saigling house and adjacent areas of Haggard Park.

- 1.1 A master plan shall include site and landscape improvements to the grounds of the historic Saigling House, with a goal to improve the site to provide outdoor activities for the properties proposed use and program of the City and the Tenant, and for the grounds to engage with the adjacent Haggard Park.
- 1.2 The Landscape Architect shall visit the site to field inventory existing conditions.
- 1.3 Working with the Consultant, the Landscape Architect shall prepare concept plans and sketches to address the following:
  - 1.3.1 Outdoor hardscape areas.
  - 1.3.2 Opportunities for overflow and connections to Haggard Park.
  - 1.3.3 Areas for temporary tents
  - 1.3.4 Planning for future structures and facilities
  - 1.3.5 Landscape improvements.
- 1.4 Prepare a graphic Master Plan of final plan
- 1.5 The Landscape Architect shall submit an Opinion of Probable Construction Cost based on current area or unit costs broken down into specific areas of the site.

### Phase 2: Research and Determination of the Period of Significance of the House.

- 2.1 Conduct research into the Saigling house' early appearance, including Plano Library, other local organizations, Collin County Historical Society and Museum, on-line resources and explore other sources to contact with goal of finding early photographs (or other documentation) of the house.

- 2.2 Upon conclusion of research, the various physical appearances of the house will be documented and shared with the City and Plano Heritage Commission and a recommendation made for the appropriate period of significance for the building.
- 2.3 This process, resources used and recommendations made will be documented in letter and/or report.

### **Phase 3. Schematic Design Phase**

- 3.1 At the beginning of this phase, we will meet with the Parks Department staff to discuss the project requirements and standards, review project timelines and schedules and discuss the key components and issues related to the project. An additional meeting will be held with the Parks Department and Art Center of Plano Board to review the tenant's program for the house.
- 3.2 The Schematic Design phase will include the rehabilitation of the public and private spaces within the house, including the basement, two usable floors and the attic.
- 3.3 Schematic design drawings will address and include the following:
  - 3.3.1 Identify historic features and spaces will be reviewed and incorporated into the design where feasible.
  - 3.3.2 Address mechanical, electrical and plumbing systems and their locations within the building. Identify systems and/or equipment that may need to be located outside the building.
  - 3.3.3 Identify special systems (audio and/or visual) and if needed, identify consultants. These services will be in addition to these Basic Services.
  - 3.3.4 Landscape architecture design of the Saigling site will be provided...
- 3.4 A Schematic Opinion of Probable Cost shall be prepared based on the Schematic Design package.
- 3.5 A total of four meetings (including those identified in item 3.1 above) and/or site visits will be required to approve the design prior to the start of Phase 2 - Design Development

### **Phase 4: Design Development**

- 4.1 Based on the approved Schematic Design package, the schematic design will be refined and the spatial elements largely finalized with equipment identified and located, offices and other spaces located, systems placed, and the program and use of the building finalized.
- 4.2 The mechanical, electrical and plumbing systems will be developed and their locations within the building confirmed.
- 4.3 Preparation of Outline Specifications.
- 4.4 Prepare a Design Development Opinion of Probable Cost based on the Design Development package.
- 4.5 Design Development package prepared, and will include architectural, landscape architecture, structural, civil, mechanical, electrical and plumbing drawings.
- 4.6 A total of four meetings and/or site visits will be held to approve the final design development prior to the start of Task 2 - Construction Documents.
- 4.8 Consultant will review proposed design development plans with Plano Heritage Commission for compliance with historic guidelines.
- 4.9 One floor plan and one perspective view will be provided of the final design for use in fundraising.

### 3.0 CONSULTANT TEAM

The consultant team will include:

David Baldwin, Incorporated - Landscape Architecture and Planning  
Jaster Quintanilla Dallas, LLP - Structural Engineering  
Jaster Quintanilla Dallas, LLP - Civil Engineering and Survey Services  
Nova Engineering - Mechanical, Electrical and Plumbing Engineering

### LIMITATIONS

Limitations to the work are as follows:

- o Owner (City of Plano) to arrange access to the home and site for consultant with occupant.
- o Owner to arrange for access to the roof of the home for preparation of exterior elevation drawings and assessment of roof's condition. City to provide a tall ladder, lift or bucket truck for such access.
- o Owner to provide a digital files of the current site survey, copy of any historic information, photographs, maps and other information about the historic home as available.
- o Unsafe conditions that may exist at this home and site are not the responsibility of the Consultant.
- o The identification or abatement of hazardous materials (asbestos, lead paint, etc) are not the responsibility of the consultant and services provided by the Architect or Engineer do not include any services related to asbestos or hazardous or toxic materials. A hazardous materials survey (if necessary) will be provided by the Client.
- o A topographic and/or property survey will be provided by the Owner.
- o Opinions of Probable Costs when provided, are based on the experience and judgment of Architect or Engineer and are merely opinions. Architect and Engineer do not warrant that the actual cost will not vary from those opinions because, among other things, the Architect and Engineer do not have control over market conditions.

Thank you for the opportunity to provide services to the city of Plano.

Sincerely,



Nancy McCoy, FAIA, FAPT  
Partner

**EXHIBIT "B"**

**SCHEDULE**

QMc proposes the following schedule:

Phase 1:	Master Plan	8 weeks
Phase 2:	Research and Determination of the Period of Significance of the House.	6 weeks (concurrent w/ Phase 1)
Phase 3:	Schematic Design	6 weeks (concurrent w/ Phase 1)
Phase 4:	Design Development	6 weeks

Total schedule for overall project is fourteen (14) weeks.

**EXHIBIT "C"**

**FEES**

For the proposed Preservation and Architectural Services outlined above, the City of Plano agrees to pay Consultant a fee as noted below.

**Fees:**

<b>Pre-Design Services:</b>	
Phase 1 - Master Planning:	\$11,000
Phase 2 - Historic Research/Period of Significance	<u>\$ 5,700</u>
Total Pre-Design Consulting Fees:	\$16,700
<b>Basic Services:</b>	
Phase 3 - Schematic Design	\$ 27,000
Phase 4 - Design Development	<u>\$ 38,185</u>
Total Basic Services Consulting Fees:	\$ 65,185
Reimbursable Expense Allowance*	\$ 5,000
<b>Total Proposed Fee:</b>	<b>\$ 86,885</b>

\*Reimbursable expenses include travel to Plano and within Dallas and Collin Counties, in-house and out-of-house printing, reproduction, photographic reproduction of archival materials delivery, courier, mail, authorized sub-consultant fees and other expenses.

Reimbursable expense are billed with a 1.10 multiplier.

The following reimbursable expenses are not included in the Reimbursable Expense Allowance and shall be approved in advance by the Owner prior to their expenditure:

- Professional photography
- Renderings, models and special presentation materials, if needed
- Travel expenses, including mileage reimbursement, hotel and lodging, and other transportation outside of Dallas-Fort Worth, if necessary
- Physical testing of materials, soils, or probes of existing construction
- Site or topographic surveys, including of selected areas of the site.
- Paint analysis and other materials testing.
- Other miscellaneous expenses as may be requested by the Owner.

**ADDITIONAL SERVICES**

Additional services must receive written authorization from the City before being performed. The following hourly rates will be utilized for additional services:

Quimby McCoy Preservation Architecture, LLP	
Principal	\$ 175.00
Senior Preservation Architect	\$ 125.00
Architect/Designer	\$ 110.00
Arch. Intern	\$ 75.00
Clerical	\$ 50.00
Jaster Quintanilla Dallas, LLP - Structural	
Principal/Partner	\$ 200.00
Senior Project Manager	\$ 165.00
Engineering Technical Lead	\$ 165.00
Project Manager	\$ 145.00
Senior Project Engineer	\$ 125.00
Project Engineer	\$ 110.00
Senior Technician	\$ 100.00
Technician	\$ 80.00
Administrative	\$ 70.00
Jaster Quintanilla Dallas, LLP - Civil	
Principal/Partner	\$ 200.00
Senior Project Manager	\$ 165.00
Engineering Technical Lead	\$ 180.00
Project Manager	\$ 145.00
Senior Project Engineer	\$ 125.00
Project Engineer	\$ 110.00
Senior Technician	\$ 100.00
Technician	\$ 80.00
Senior Registered Professional Land Surveyor	\$ 145.00
Registered Professional Land Surveyor	\$ 110.00
Survey Crew	\$ 140.00
Administrative	\$ 70.00
NOVA Engineering	
Principal	\$ 180.00
CAD Technician	\$ 60.00
David Baldwin, Inc	
Principal/Landscape Architect	\$ 175.00
Senior Landscape Designer	\$ 120.00
Junior Landscape Designer	\$ 103.50
Technical (CAD Drafting)	\$ 80.00
Clerical	\$ 57.50

**EXHIBIT "D"**

**ARCHITECTURE**

**INSURANCE**

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

**1. General Insurance Requirements:**

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

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

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

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

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

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

## **3.0 Consultant's Insurance – Claims Made**

Professional Errors and Omissions

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

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

## ARCHITECTURE

### City of Plano - Insurance Checklist

("X" means the coverage is required.)

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/15/2012

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

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

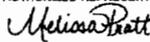
<b>PRODUCER</b> McLaughlin Brunson Insurance Agency, LLP 6600 LBJ Freeway Suite 220 Dallas TX 75240		<b>CONTACT NAME:</b> Melissa Pratt <b>PHONE (A/C No. Ext.):</b> (214) 503-1212 <b>FAX (A/C No.):</b> (214) 503-8899 <b>E-MAIL ADDRESS:</b>															
<b>INSURED</b> (214) 977-9218 Quimby McCoy Preservation Architecture LLP 3200 Main Street, #3.6 Dallas TX 75226		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Co. of Am.</td> <td>25666</td> </tr> <tr> <td>INSURER C: Travelers Lloyds Ins. Company</td> <td>41262</td> </tr> <tr> <td>INSURER D: Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Specialty Insurance Company	37885	INSURER B: Travelers Indemnity Co. of Am.	25666	INSURER C: Travelers Lloyds Ins. Company	41262	INSURER D: Charter Oak Fire Insurance Co.	25615	INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES      CERTIFICATE NUMBER: cert ID 16726      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	W/O/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPL'ES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	PACP5829L310	8/15/2012	8/15/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
D	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA5829L579 No Owned Autos on policy.	8/15/2012	8/15/2013	COMBINED SINGLE LIM* (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB3546T795	8/15/2012	8/15/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	N	Y	DPR9702735	8/15/2012	8/15/2013	Per Claim/Annual Aggregate \$ 1,000,000 \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. City of Plano is shown as an additional insured on the general, auto and umbrella liability coverages as required by contract. A waiver of subrogation in favor of the additional insureds is shown on all policies. RE: Saigling House, Start Up

<b>CERTIFICATE HOLDER</b>  City of Plano Attn: Bill Dakin 1409 Ave. X  Plano TX 75074	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

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ACORD 25 (2010/05)

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**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

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

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

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

Quimby McCoy Preservation Architecture, LLP  
Name of Consultant

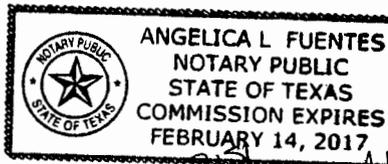
By: *Nancy McCoy*  
Signature

Nancy McCoy  
Print Name

Partner  
Title

05.21.14  
Date

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS     §



SUBSCRIBED AND SWORN TO before me this 21 day of May, 2014.

*Angelica L. Fuentes*  
Notary Public, State of Texas



# CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	6/9/14
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>	

### CAPTION

Approval of a Landscape Architecture Services Agreement by and between the City of Plano and JBI Partners, Inc. in the amount of \$109,500 for design and construction document services for Russell Creek Park Site Improvements and authorizing the City Manager or his designee to execute all necessary documents.

### FINANCIAL SUMMARY

NOT APPLICABLE   
  OPERATING EXPENSE   
  REVENUE   
  CIP

FISCAL YEAR: <b>2013-14</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,411,180	1,192,820	750,000	<b>3,354,000</b>
Encumbered/Expended Amount	-1,411,180	-276,624	0	<b>-1,687,804</b>
This Item	0	-109,500	0	<b>-109,500</b>
BALANCE	0	806,696	750,000	<b>1,556,696</b>

**FUND(S): CAPITAL RESERVE CIP**

**COMMENTS:** This item, in the amount of \$109,500, will leave a current year balance of \$806,696 available for other Athletic Field Renovation projects.

**STRATEGIC PLAN GOAL:** Obtaining design and construction document services for drainage and irrigation improvements, spectator shade areas, and future lighting relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence

### SUMMARY OF ITEM

This project will focus on renovations and improvements located in the northeast portion of Russell Creek Park, adjacent to the YMCA. The project includes drainage improvements to deal with ground water that makes the fields unusable at times. Irrigation improvements, shade for spectator areas, and planning for future lighting at these fields.

The \$109,500 fee is 7.3 percent of the \$1,500,000 total project budget.

JBI Partners was included on the 2012-13 list of selected consultants. They were previously selected to prepare plans for restroom and parking lot improvements at Russell Creek Park that have not yet been bid. Staff believes that the drainage, irrigation and lighting improvements at this same park should be designed and bid together with the restroom and parking lot improvements. Due to their previous involvement in the project staff believes that JBI Partners would be best suited to prepare the bid documents for the combined project.

Project Location Map:

<http://goo.gl/maps/mkDR4>

List of Supporting Documents:

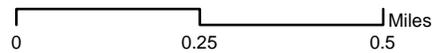
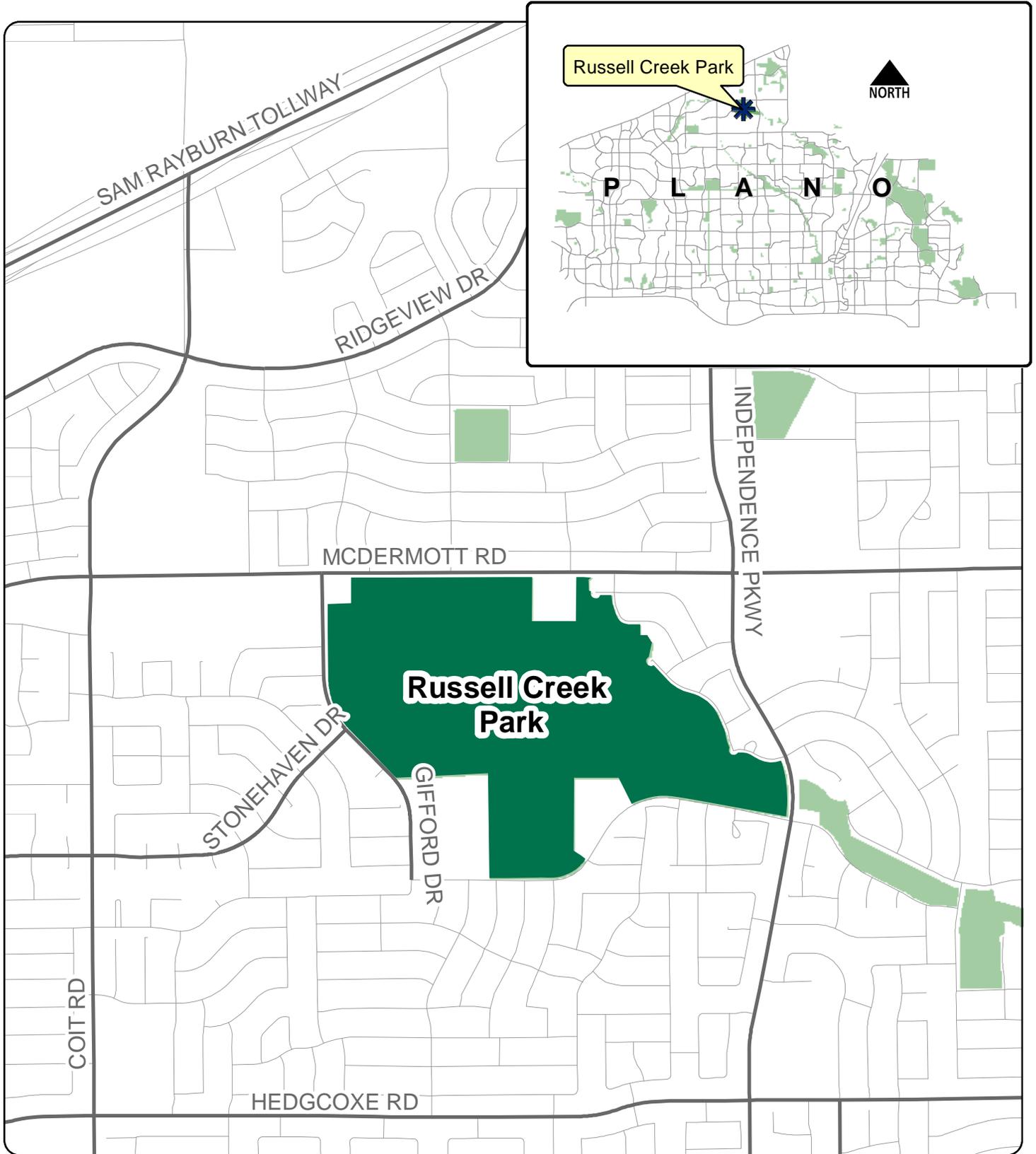
Location Map

Landscape Architecture Services Agreement

Other Departments, Boards, Commissions or Agencies

# Location Map

## Russell Creek Park



**RUSSELL CREEK PARK SITE IMPROVEMENTS**

**PROJECT NO. 6452**

**LANDSCAPE ARCHITECT SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **JB PARTNERS, INC.**, a **TEXAS** Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **RUSSELL CREEK PARK SITE IMPROVEMENTS** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

**I. Employment of the Architect**

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

**II. Scope of Services**

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

**III. Schedule of Work**

The Architect agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the

reasonable control of Architect, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

#### **IV. Compensation and Method of Payment**

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

#### **V. Information to be Provided by the City**

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

#### **VI. Insurance**

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

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

#### **VII. INDEMNITY**

**THE ARCHITECT 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 ARCHITECT'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 ARCHITECT, 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 ARCHITECT 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 ARCHITECTS. 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.

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

#### **VIII. Independent Contractor**

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

#### **IX. Assignment and Subletting**

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

## **X. Audits and Records/Prohibited Interest**

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

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

## **XI. Contract Termination**

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

## **XII. Architect's Opinion of Probable Construction Costs**

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

## **XIII. Ownership of Documents**

Original drawings and specifications are the property of the Architect; however, the Project is the property of the City and Architect may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Architect will revise drawings to reflect changes made

during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Architect's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

#### **XIV. Complete Contract**

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

#### **XV. Mailing of Notices**

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

City of Plano  
Parks Department  
Attn: Kevin Murray  
P.O. Box 860358  
Plano, TX 75086-0358

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

JBI Partners Inc.  
Attn: Charles B. McKinney, Executive Vice President  
16301 Quorum Drive, Suite 200B  
Addison, TX 75001

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

#### **XVI. Miscellaneous**

##### **A. Paragraph Headings:**

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Architect, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

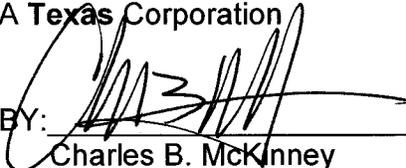
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**SIGNED** on the date indicated below.

**JB PARTNRES INC.**

A Texas Corporation

DATE: 5/13/14

BY: 

Charles B. McKinney  
EXECUTIVE VICE PRESIDENT

**CITY OF PLANO, TEXAS**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Bruce D. Glasscock  
CITY MANAGER

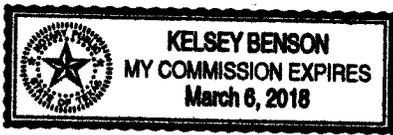
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Paige Mims  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 13<sup>th</sup> day of May, 2014, by **CHARLES B. MCKINNEY, Executive Vice President of JBI Partners Inc.**, a Texas corporation, licensed to do business in the State of Texas, on behalf of said corporation.



Kelsey Benson  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by **BRUCE D. GLASSCOCK, City Manager of the City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas



16301 Quorum Drive  
Suite 200 B  
Addison, Texas 75001

T.972.248.7676  
F.972.248.1414

**EXHIBIT A  
SCOPE OF SERVICES  
RUSSELL CREEK PARK SITE IMPROVEMENTS**

**Project Understanding**

JBI Partners, Inc. (JBI) has been requested by the City of Plano (City) to provide a design services proposal to design and prepare construction plans for site improvements to the north east quadrant of Russell Creek Park, 3500 McDermott Road, Plano, Texas 75025. The project area is generally defined as the 4 soccer fields located east of the park entrance drive off of McDermott Road, the existing parking lot to the south, McDermott road to the north and the boundary with the YMCA to the east (Exhibit 'D').

The improvements anticipated include an automatic irrigation system, with new pump and pump house, conduits for the future sports field lighting (the design of the sports field lighting is included in this proposal), field renovation including grading and re-grassing, drainage improvements to the area along the entrance drive and existing tree line, cricket field, bleacher pads with fabric covered shade structures along with miscellaneous site improvements.

**Scope of Services**

**SECTION I – BASIC SERVICES**

**1. Pre-Design**

- A. We will meet with the Parks Department staff to discuss the proposed improvements, as well as, discuss the project requirements and standards, review project timelines and schedules and identify the key components.
- B. We will obtain available maps, "as-built" plans and plats for the site and adjacent developments. Additionally, we will obtain a current aerial photograph.
- C. We will visit the site in order to inventory existing site features and conditions.
- D. Based upon the "as-built" information collected, along with the field survey described in Section II – Additional Services, we will prepare a base map of the project area, and perform a site analysis in order to identify site opportunities and constraints including, vegetation, paving, natural features, existing utilities, circulation and surrounding development.
- E. We will meet with the Parks Department staff to review the information collected in this phase of the project and to verify the project program for the final improvements to be included.

[www.jbipartners.com](http://www.jbipartners.com)

## **2. Preliminary Plans**

1. Based upon the program, site analysis and base maps, we will prepare a preliminary plan showing the layout of the proposed improvements.
2. We will prepare a preliminary construction cost estimate for the project showing itemized opinion of cost for each of the proposed improvements.
3. We will meet with the Parks Department staff to present and review the conceptual / preliminary plans and cost estimates, as well as to receive comments and direction.
4. We will refine the preliminary plans, incorporating Parks and Department comments, and will again submit to the Parks Department for review and comment. When we have received concept plan approval we begin the construction documents phase of the project.

## **3. Final Construction Documents**

- A. Based on the approved preliminary plans, JBI will prepare construction drawings for the project. These shall include, but are not limited to, the following:
  - 1) Cover sheet showing vicinity map for the project site, index of drawings and contact list;
  - 2) Existing conditions/demolition plans showing the existing site conditions as well as the removal and/or relocation of any existing elements as required to accommodate the proposed improvements;
  - 3) Dimension control and materials plan;
  - 4) Site electrical plans including service to the irrigation pump house building and a conduit plan for the future sports field lighting (this scope of work includes the design of the sports field lighting which may be bid as an add alternate);
  - 5) Grading and drainage plans including replacing the existing underground drain parallel to the main drive;
  - 6) Architectural plans for the irrigation pump house building
  - 7) Foundation and structural plans for the irrigation pump building and shade structures;
  - 8) Site construction details;
  - 9) Erosion control plans;
  - 10) City of Plano SWPPP Narrative Plan Sheets as necessary;
  - 11) Additional plans and/or details necessary to show design intent for all the proposed improvements;
  - 12) Fine grading and turf grass planting plans; and
- B. We will present the Construction Documents to the City for review and comment and will include the City's comments in the final drawings for approval. Final Construction Documents will be consistent with the established budget.
- C. Standards – Final drawings are to comply with applicable City of Plano, AASHTO and TAS design standards.

- D. The preliminary construction cost estimate will be modified and updated to reflect the construction drawings at the fifty percent (50%), ninety percent (90%) and one hundred percent (100%) completion milestones.
- E. JBI will provide four (4) sets of plans for the City's review and comment at approximate fifty percent (50%), ninety percent (90%) and one hundred percent (100%) complete milestones and will incorporate the City's comments into the plans.
- F. Technical Specifications – JBI will prepare technical specifications for the work included in the construction plans (CSI format) and will assemble a complete project manual. The general and supplementary conditions of the contract, bond forms, etc. shall be provided by the City. JBI will also prepare a bid form and unit price schedule for the proposed project improvements, including, without limitation, material quantities, unit prices, total base bid and alternate items. One (1) set of unbound technical specifications shall be provided to the City.

**4. Final Site Plan**

Based on the site layout and our civil engineering plans, we will prepare a final site plan which will show the new improvements and other information as required by the City for site plan approval. We will submit the final site plan along with the engineering plans and preliminary plat to the City and work with City staff for approval.

**5. Construction Phase Services**

- A. Bidding – Based on approved construction documents, JBI will provide bidding services to include the following:
  - 1) Attend pre-bid conference and prepare meeting notes;
  - 2) Prepare addenda items (if necessary);
  - 3) Answer questions during the bidding process;
  - 4) Review bids, as requested by the City; and
  - 5) Make a recommendation for awarding the construction contract to the low and second low bidder.
- B. Construction Administration – During construction, JBI will perform the following construction administration services:
  - 1) Attend pre-construction conference;
  - 2) Review shop drawing and submittals as required;
  - 3) Respond to contractor Requests For Information (RFI);
  - 4) Make periodic site visits, as required, to observe contractor progress (not continuous site inspection) to determine if the work is preceding in general accordance with the Contract Documents (a total of eight (8) site visits is anticipated). *Neither JBI nor any sub consultant guarantee the performance of any contractor and shall have no responsibility for furnishing materials or performing any work on the project;*
  - 5) Provide consultation concerning the work in progress.

## **SECTION II – ADDITIONAL SERVICES**

### **1. Reimbursable Expenses (Not to Exceed \$2,500.00)**

Reimbursable expenses are those incurred by JBI or our sub consultants, which are not included in our basic or additional services. These costs will be invoiced at a cost of 1.10 times the actual expense incurred unless otherwise specified. This budget of five thousand dollars (\$2,500.00) will not be exceeded by JBI without the formal written approval of the City of Plano. These costs include all reasonable and necessary expenses which are chargeable to the work which, in general, include expenses for printing of plans, long distance communication charges, travel, delivery, other reproduction services and similar incidentals.

### **2. Field Surveying**

JBI will perform an on-the-ground field topographic survey of the project area. The field survey will show the location of all existing fixed site facilities and features including but not limited to, paving, fences, visible utilities, park facilities and furnishings, sidewalks and trails, signage, existing trees, as well as provide topographic information with spot elevations and contours at a one foot contour interval. In addition, two (2) bench marks for construction will be established at each location.

### **3. Texas Accessibility Standards:**

JBI will submit a full-sized set of construction documents to the Texas Department of Licensing and Regulation (TDLR) or an independent contract provider approved by the City for Texas Accessibility Standards review and will work with their staff for plan approval and final project inspection. Based on the plan review, JBI will revise the construction documents accordingly. In addition, JBI will coordinate the final inspection of the work for TDLR approval after the improvements have been completed.

### **4. Geotechnical Investigations**

JBI will obtain (from a sub consultant to JBI) a subsurface soils report for conditions near the parking lot area. 2 soil borings area anticipated. The subsequent geotechnical report will be used in the design of the footings and foundations for the irrigation pump building, shade structures and the athletic field lighting.

## **SECTION III – EXCLUSIONS**

A. Exclusions – The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include the following:

- 1) Construction staking;
- 2) Environmental impact statements or assessments;
- 3) Platting services;
- 4) Consulting services by others not included in this proposal;
- 5) Services beyond those described in Section I or Section II;
- 6) CLOMR or LOMR reports or submittal to FEMA;
- 7) Hydrologic or hydraulic studies;
- 8) Corps of Engineer permitting;

- 9) Wetlands determination/delineation;
- 10) Renderings beyond those necessary to show design intent;
- 11) As-built field surveys; and
- 12) Easement or ROW document preparation.

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

- 1) All available "as-built" plans (including hardcopies and electronic files) for all pertinent paving, drainage, utility and plans;
- 2) The City shall coordinate all right-of-entry for surveys
- 3) The City shall coordinate all submittals with other City departments, if necessary.

C. JBI Drawing Standards

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



# RUSSELL CREEK PARK



16301 Quorum Drive  
Suite 200 B  
Addison, Texas 75001

T.972.248.7676  
F.972.248.1414

**EXHIBIT B**  
**COMPLETION SCHEDULE**  
**RUSSELL CREEK PARK SITE IMPROVEMENTS**

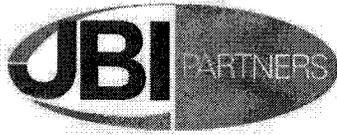
**Schedule**

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

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

Item 1.	Pre Design (Including Field Survey)	4 Weeks
Item 2.	Preliminary Plans	4 Weeks
Item 3.	Final Construction Plans	6 Weeks
	<b>Total Project Time</b>	<b>14 weeks</b>

\*City review is not included in schedule.



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**EXHIBIT C**

**PAYMENT SCHEDULE**

**RUSSELL CREEK PARK SITE IMPROVEMENTS**

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

**Fees**

**SECTION I - BASIC SERVICES**

1	Pre-Design	\$	5,000
2	Preliminary Design	\$	18,000
3	Final Construction Plans	\$	60,000
4	Final Site Plan	\$	4,000
5A	Construction Phase - Bidding	\$	3,000
5B	Construction Phase - Administration	\$	5,000
	<b>Total Basic Services</b>	\$	<b>95,000</b>

**SECTION II - ADDITIONAL SERVICES**

1	Reimbursable Expenses	\$	2,500
2	Field Surveying	\$	6,000
3	Texas Accessibility Standards	\$	1,000
4	Geotechnical Investigation	\$	5,000
	<b>Total Additional Services</b>	\$	<b>14,500</b>

**PROJECT TOTAL** \$ 109,500

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

<u>Title</u>	<u>Hourly Rate</u>
Principal/Associate	\$155 - \$250
Sr. Project Manager – Engineering	\$155
Project Manager – Engineering	\$140
Sr. Project Engineer	\$125
Project Engineer	\$110
Sr. Design Engineer	\$105
Design Engineer	\$90
Sr. Design Technician	\$100
Design Technician	\$85
Sr. CAD Technician	\$90
CAD Technician	\$70
Sr. Project Surveyor	\$130
Project Surveyor	\$110
Sr. Survey Technician	\$100
Survey Technician	\$80
2-Man Survey Crew	\$130
3-Man Survey Crew	\$150
Sr. Project Manager – Landscape Architecture	\$140
Project Manager – Landscape Architecture	\$125
Sr. Landscape Architect	\$120
Landscape Architect	\$105
Sr. Landscape Designer	\$95
Landscape Designer	\$80
Sr. Land Planner	\$120
Land Planner	\$80
Sr. Construction Manager	\$150
Construction Manager	\$120
Sr. Construction Estimator	\$100
Construction Estimator	\$80
Administrative Assistant	\$60

## EXHIBIT "D"

### LANDSCAPE ARCHITECT

#### INSURANCE

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

#### **1. General Insurance Requirements:**

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

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

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

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

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

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

## **3.0 Consultant's Insurance – Claims Made**

Professional Errors and Omissions

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

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

# LANDSCAPE ARCHITECT

## City of Plano - Insurance Checklist

("X" means the coverage is required.)

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





**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

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

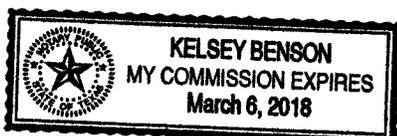
"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision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

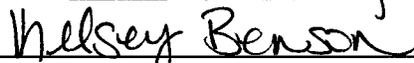
I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

JBI Partners Inc. \_\_\_\_\_  
Name of Consultant  
By:  \_\_\_\_\_  
Signature  
Charles B. McKinney \_\_\_\_\_  
Print Name  
Executive Vice President \_\_\_\_\_  
Title  
5/13/14 \_\_\_\_\_  
Date

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS     §

SUBSCRIBED AND SWORN TO before me this 13<sup>th</sup> day of May, 2014.



  
Notary Public, State of Texas



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/9/2014		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): <b>Lincoln Thompson x7376</b>				
<b>CAPTION</b>				
To approve the purchase of two (2) EOD-9 Bomb Suits, two (2) EOD-9 Bomb Helmets, and two (2) Visor Kits from the sole source manufacturer, Med-Eng, LLC, in the amount of \$54,441 and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	150,711	0	<b>150,711</b>
Encumbered/Expended Amount	0	-25,521	0	<b>-25,521</b>
This Item	0	-54,441	0	<b>-54,441</b>
<b>BALANCE</b>	<b>0</b>	<b>70,749</b>	<b>0</b>	<b>70,749</b>
<b>FUND(s):    GRANT FUND - UASI LETPA 2013</b>				
<p><b>COMMENTS:</b> Funds are available in the 2013 UASI (Urban Areas Security Initiative Grant) LETPA (Law Enforcement Terrorism Prevention Activity) Grant Fund for the purchase of two (2) bomb suits, two (2) helmets, and two (2) visor kits. The remaining balance of the funds will be used for other expenditures as allowed within grant guidelines.</p> <p><b>STRATEGIC PLAN GOAL:</b> Purchasing equipment for the Police Department with federal grant funds relates to the City's Goals of Financially Strong City with Service Excellence and Safe Large City.</p>				
<b>SUMMARY OF ITEM</b>				
<p>The Police Department recommends the purchase of two (2) EOD-9 Bomb Suits, two (2) EOD-9 Bomb Helmets, and two (2) Visor Kits from Med-Eng, LLC in the amount of \$54,441. Med-Eng, LLC is the sole source manufacturer. These items are necessary to properly equip the Plano Police Department Hazardous Devices Unit. The City is exempt from the competitive bid process for this purchase as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A).</p>				
List of Supporting Documents: Memo		Other Departments, Boards, Commissions or Agencies N/A		



# Memorandum

**Date:** May 27, 2014

**To:** Diane Palmer, Chief Purchasing Officer, Plano Purchasing Department

**From:** Gregory W. Rushin, Chief of Police, Plano Police Department

**Subject:** Award Memorandum – Med-Eng, LLC

This memorandum is a recommendation to award the purchase of two (2) Med-Eng EOD-9 Bomb Disposal Suits and two (2) Helmets and Visor Kit Breathing Apparatus to Med-Eng, LLC for the Police Department's Hazardous Devices Unit (HDU). These items are available to the City of Plano only through Med-Eng, LLC, who is the manufacturer and sole supplier for these products. Med-Eng, LLC has been approved as a sole source.

If this recommendation is not approved, the City of Plano will not be able to accept reimbursement of this cost through the Homeland Security Grant Program. This is an approved project through the 2013 Homeland Security Grant Program to be funded through the Urban Area Security Initiative (UASI) (\$54,441.00)

As recommended by the manufacturer, bomb suits are to be replaced every seven (7) years. Not purchasing these bomb suits would create a safety hazard to the individual officers assigned to the Hazardous Devices Unit. Subsequently, this would significantly impact the HDU's ability to perform the function of a Bomb Squad to the City of Plano and surrounding areas of the region for which this unit is responsible.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		06/09/14			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): <b>Frank Haller x8301</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amendment to the Economic Development Incentive Agreement by and between the City of Plano, Texas and Futurewei Technologies, Inc., a Texas corporation; authorizing its execution by the City Manager or his designee; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2009/2010 through 2016/2017</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
<b>FUND(S):    ECONOMIC DEVELOPMENT INCENTIVE FUND</b>					
<b>COMMENTS:</b> Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy					
<b>SUMMARY OF ITEM</b>					
A request from Futurewei Technologies, Inc., a Texas corporation, for a First Amendment to the Economic Development Incentive Agreement dated November 9, 2009. <a href="http://goo.gl/maps/4TThl">http://goo.gl/maps/4TThl</a>					
List of Supporting Documents: Resolution First Amendment to the Economic Development Incentive Agreement			Other Departments, Boards, Commissions or Agencies		

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amendment to the Economic Development Incentive Agreement by and between the City of Plano, Texas and Futurewei Technologies, Inc., a Texas corporation; authorizing its execution by the City Manager or his designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed First Amendment to the Economic Development Incentive Agreement by and between City of Plano (“City”) and Futurewei Technologies, Inc., a Texas corporation ("Company"), a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “First Amendment”); and

**WHEREAS**, City and Company entered into an Economic Development Incentive Agreement on November 9, 2009; and

**WHEREAS**, City and Company desire to amend said Economic Development Incentive Agreement to modify the Company’s deadline for filing the Final Certification Form and method for calculating the number of job equivalents; and

**WHEREAS**, upon full review and consideration of the First Amendment, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his designee shall be authorized to execute it on behalf of the City of Plano.

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

**Section I.** The terms and conditions of the First Amendment, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens are hereby in all things approved.

**Section II.** The City Manager or his designee is hereby authorized to execute the First Amendment and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the First Amendment.

**Section III.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 9th day of June, 2014.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

<b>THE STATE OF TEXAS</b>	§	<u><b>First Amendment to the Economic</b></u>
	§	<u><b>Development Incentive Agreement</b></u>
	§	<u><b>by and between City of Plano and</b></u>
	§	<u><b>Futurewei Technologies, Inc., a Texas</b></u>
<b>COUNTY OF COLLIN</b>	§	<u><b>corporation</b></u>

This First Amendment to the Economic Development Incentive Agreement (hereinafter "First Amendment") is made and entered into by and between **FUTUREWEI TECHNOLOGIES, INC.**, a Texas corporation, (hereinafter "Company") and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee.

**WITNESSETH:**

**WHEREAS**, City and Company entered into an Economic Development Incentive Agreement on November 9, 2009 (hereinafter "Agreement") to promote economic development, stimulate commercial activity and enhance the tax base of the City; and

**WHEREAS**, City and Company desire to amend said Agreement in certain respects as set forth in this First Amendment.

**NOW THEREFORE**, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Amendment and the Agreement, priority of interpretation shall be in the following order: First Amendment, Agreement.

IN CONSIDERATION of the foregoing, and for other good and valuable consideration, the parties agree as follows:

**I.**

Beginning on the effective date of execution of this First Amendment and continuing through the remaining term of the Agreement, Article IV Section 4.03(a) is amended to read in its entirety as follows:

“(a) In the event the Company allows Job Equivalent positions at the Property to fall below the number of Job Equivalent positions for which it has received a grant payment during the term of this Agreement, and the Job Equivalent positions are not refilled by December 31, 2016, and such failure is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to One Thousand Two Hundred Dollars (\$1,200) for each lost Job Equivalent. For purposes of determining whether the City is due a refund under this section, a Company officer shall certify to the City by January 31, 2017 the actual number of Job Equivalent positions at the Property using the Certificate Form attached as Exhibit "B" revised as

of June 9, 2014. For purposes of calculating and satisfying the total Job Equivalent positions certified as of December 31, 2016, the City will recognize the Job Equivalent positions maintained by Futurewei Technologies, Inc., Huawei Technologies USA, Inc., Huawei Device USA, Inc. and Huawei Enterprise USA, Inc. (“Enterprise”) located at 5700 Tennyson Parkway, Plano, TX 75024.

A failure to make the refund payment prior to or at the time of filing certification shall constitute an event of default. Notwithstanding the foregoing, the Company shall never be required to refund to the City, in the aggregate, any amount in excess of the total grant amount set forth in Section 4.01.”

## II.

Beginning on the effective date of execution of this First Amendment and continuing through the remaining term of the Agreement, Article VI Section 6.04 is amended to read in its entirety as follows:

**“Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:  
City of Plano, Texas  
Attention: Mr. Bruce D. Glasscock  
City Manager  
1520 Avenue K  
P.O. Box 860358  
Plano, Texas 75086-0358

With a copy to:  
City of Plano, Texas  
Attention: Ms. Paige Mims  
City Attorney  
1520 Avenue K  
P.O. Box 860358  
Plano, Texas 75086-0358

If intended for the Company:  
Futurewei Technologies, Inc.  
Attention: Legal Department  
5700 Tennyson Parkway, Suite 500  
Plano, TX, 75024

With a copy to:  
Futurewei Technologies, Inc.  
Attention: Administration  
5700 Tennyson Parkway, Suite 500  
Plano, TX, 75024”

**III.**

Beginning on the effective date of execution of this First Amendment and continuing through the remaining term of the Agreement, Exhibit "B" of the Agreement is hereby replaced with the attached Exhibit "B" revised as of June 9, 2014.

This First Amendment shall be effective upon the last date on which all parties have executed this First Amendment.

ATTEST:

CITY OF PLANO, TEXAS, a home-rule  
municipal corporation

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

\_\_\_\_\_  
Bruce D. Glasscock, CITY MANAGER

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

ATTEST:

FUTUREWEI TECHNOLOGIES, INC., a  
Texas corporation

\_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

**EXHIBIT "B"**  
**(Revised June 9, 2014)**

**FINAL CERTIFICATE OF COMPLIANCE**

I hereby certify that Futurewei Technologies, Inc., a Texas corporation, is in compliance with each applicable term as set forth in Article III of the Agreement. The term of the Agreement is July 31, 2010 through July 30, 2017. The number of Job Equivalents, calculated as set forth in the Agreement, is \_\_\_\_\_ as of the date of this Final Certificate of Compliance. If the number herein reported is below the number for which Futurewei Technologies, Inc., a Texas corporation, has received payment pursuant the Agreement, I certify that the City of Plano has been refunded the appropriate amount as required by Section 4.03 as amended by this First Amendment.

For purposes of calculating and satisfying the total Job Equivalents certified as of December 31, 2016, the City will recognize the Job Equivalent positions maintained by Futurewei Technologies, Inc., Huawei Technologies USA, Inc., Huawei Device USA, Inc. and Huawei Enterprise USA, Inc. located at 5700 Tennyson Parkway, Plano, TX 75024.

This form is due by January 31, 2017.

ATTEST:

FUTUREWEI TECHNOLOGIES,  
INC., a Texas corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

NOTE:

This Certificate of Compliance should be mailed to:

City of Plano  
Finance Department  
P.O. Box 860358  
Plano, Texas 75086-0358



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/09/2014		
Department:		City Secretary		
Department Head		Lisa C. Henderson		
Agenda Coordinator (include phone #): <b>Sharon Kotwitz X7120</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, adopting and enacting Supplement Number 107 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-2014</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(s):     NA</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Adoption of the Quarterly Code Supplement relates to the City's goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Adoption of this ordinance enables this supplement to be admissible in court.				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 107 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano, Texas adopted a new Code of Ordinances upon adoption of Ordinance No. 87-3-14, on March 9, 1987; and

**WHEREAS**, Sections V and VI of Ordinance No. 87-3-14 provide for amendment to said Code of Ordinances; and

**WHEREAS**, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 107; and

**WHEREAS**, the City Council wishes to adopt the ordinance codification version appearing in Supplement Number 107 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

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

**Section I.** The City Council hereby adopts the printed Code form of the ordinances contained in Supplement Number 107 as prepared by the codifier.

**Section II.** This Ordinance shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 9th day of June, 2014.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	06/09/2014
Department:	Police
Department Head	Gregory W. Rushin
Agenda Coordinator (include phone #): <b>Pam Haines, ext 2538</b>	

### CAPTION

Public Hearing and consideration of a Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney and the Collin County Sheriff's Office for the disbursement of the 2014 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

### FINANCIAL SUMMARY

NOT APPLICABLE   
  OPERATING EXPENSE   
  REVENUE   
  CIP

FISCAL YEAR: <b>2013-14, 2014-15, 2015-16, 2016-17</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	23,603	0	<b>23,603</b>
<b>BALANCE</b>	<b>0</b>	<b>23,603</b>	<b>0</b>	<b>23,603</b>

**FUND(S):    POLICE GRANT FUNDS**

**COMMENTS:** This grant contract, if approved, provides total funding in the amount of \$54,457 and approves an interlocal cooperation agreement between the City of Plano, the City of McKinney, and the Collin County Sheriff's Office for the disbursement of the 2014 Byrne Justice Assistance Grant (JAG), for the purpose of purchasing equipment resources for the respective Police Departments. The resolution and grant agreement establishes the City of Plano as fiscal agent for the disbursement of funds to the City of McKinney, \$12,883; and the Collin County Sheriff's Office, \$17,971; leaving the City of Plano Police Department, \$23,603 of the awarded funds. The agencies have three years to expend their allocated funds by the 09/30/2017 deadline.

**STRATEGIC PLAN GOAL:** Acceptance and administration of Federal Grant Funds relates to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.

### SUMMARY OF ITEM

The United States Department of Justice, pursuant to the amendments made by Section 201 of H.R. 3036 of the 108<sup>th</sup> Congress, as passed by the House of Representatives on March 30, 2004, has offered the City of Plano, the City of McKinney and Collin County Sheriff's Office a grant totaling \$54,457 for the purpose of purchasing equipment resources for their respective departments. The City of Plano being the fiscal agent will disburse to the City of McKinney \$12,883, and the Collin County Sheriff's Office \$17,971 from the total amount awarded, leaving the City of Plano Police Department \$23,603 of the awarded funds. The effective grant period



# CITY OF PLANO COUNCIL AGENDA ITEM

will be from October 1, 2013 through September 30, 2017.

List of Supporting Documents:  
Memo, Resolution, Exhibits A & B

Other Departments, Boards, Commissions or Agencies



# Memorandum

**Date:** May 27, 2014  
**To:** Lashon Ross, Deputy City Manager  
**From:** Gregory W. Rushin, Chief of Police *GWR*  
**Subject:** 2014 Edward Byrne Memorial Justice Assistance Grant

On June 9, 2014 the City Council will be asked to adopt a resolution authorizing the City of Plano to participate in, and receive funding through, the 2014 Byrne Justice Assistance Grant program. The grant will provide the Plano Police Department, McKinney Police Department and Collin County Sheriff's Office with \$54,457 to be used towards the purchase of necessary equipment for Police resources.

This grant was established under the authority of Public Law 109-162 (Jan 5, 2006) Title XI – Department of Justice Reauthorization, Subtitle B – Improving the Department of Justice's Grant Programs, Chapter 1 – Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111., Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, and authorizes you to execute any and all documents necessary to effectuate the action taken.

Prior to the awarding of the funds, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance requires, as a part of the application process, the jurisdiction receiving the funds hold at least one public hearing regarding the proposed use of funds. Plano Police Department's portion of \$23,603 will be used to purchase lasers and suppressors for the Police SWAT marksman carbine rifles, and Patrol Rifles with accessories. The public hearing scheduled for the June 9, 2014 Council Meeting is to meet these requirements and consider the disbursement of these grant funds.

The Plano Police Department has been designated as the fiscal agent for these funds and equitable sharing has been determined to be McKinney Police Department \$12,883, Plano Police Department \$23,603 and Collin County Sheriff's Office \$17,971.

This is the tenth grant offered through the Byrne Justice Assistance Grant since the merger of the Byrne Grant Program and Local Law Enforcement Block Grant (LLEBG).

There is no cash match for this grant.

GWR/ph

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney and the Collin County Sheriff's Office for the disbursement of the 2014 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

**WHEREAS**, the City of Plano, the City of McKinney, and the Collin County Sheriff's Office have previously agreed that Plano Police Department would serve as Fiscal Agent for the 2014 Edward Byrne Justice Assistance Grant (JAG); and

**WHEREAS**, the City Council has been presented a proposed Interlocal Agreement and Memorandum of Understanding, by and between the three (3) entities providing the disbursement amount and expenditure method, substantial copies of which are attached hereto as Exhibits "A" and "B" respectively and incorporated herein by reference (hereinafter called "Agreements"); and

**WHEREAS**, citizens were provided an opportunity to comment during a public hearing on the proposed Agreements as required by the terms of the JAG Grant application process; and

**WHEREAS**, these Agreements are made under the authority of Public Law 109-162 (Jan 5, 2006) Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of these Agreements is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under these agreements; and

**WHEREAS**, upon full review and consideration of these Agreements, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved.

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

**Section I.** The terms and conditions of the Agreements, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

**Section II.** The City Manager or his authorized designee is hereby authorized to execute the Agreements and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreements.

**Section III.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 9th day of June, 2014.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**EXHIBIT "A"**

GMS APPLICATION NUMBER 2014-H1534-TX-DJ

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PLANO, CITY OF MCKINNEY, AND  
THE COLLIN COUNTY SHERIFF'S OFFICE OF COLLIN COUNTY, TEXAS FOR THE  
DISBURSEMENT OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT  
(JAG) AWARD**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Plano, acting by and through its governing body, the City Council, hereinafter referred to as City of Plano; the City of McKinney, acting by and through its governing body, the City Council, hereinafter referred to as City of McKinney; and the Collin County Sheriff's Office, hereinafter referred to as CCSO, collectively (the "Parties" or each "Party").

**WHEREAS**, the Parties have previously agreed that Plano Police Department would serve as Fiscal Agent for the Edward Byrne Memorial Justice Assistance Grant Formula Award, (hereafter the "JAG Award"); and

**WHEREAS**, this Agreement is made under the authority of Public Law 109-162 (Jan 5, 2006) Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111, Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program; and

**WHEREAS**, the governing body of each Party, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, the governing body of each Party finds that the performance of this Agreement is in the best interests of the Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the Parties believe it to be in their best interests to reallocate the JAG Award funds.

**NOW THEREFORE**, the Parties agree as follows:

1. City of Plano agrees to forward to CCSO a total of **\$17,971.00** of the JAG Award funds which will be used by CCSO to purchase body cameras for Patrol.
2. City of Plano agrees to forward to the City of McKinney a total of **\$12,883.00** of the JAG Award funds which will be used by the City of McKinney to purchase an automated fingerprint and palm print identification system.
3. City of Plano agrees to keep the remaining total of **\$23,603.00** of the JAG Award funds which will be used by the City of Plano to purchase lasers and suppressors for the Police SWAT marksman carbine rifles, and Patrol rifles with accessories.

4. Nothing in the performance of this Agreement shall impose any liability for claims against any of the Parties other than claims for which liability may be imposed by the Texas Tort Claims Act.

5. Each Party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

6. The Parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

7. By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein.

**CITY OF PLANO, TEXAS,**

By: \_\_\_\_\_  
Bruce D. Glasscock  
City Manager

By: \_\_\_\_\_  
Gregory W. Rushin  
Chief of Police

**COLLIN COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_  
Terry Box  
Collin County Sheriff

By: \_\_\_\_\_  
Keith Self  
Collin County Judge

**CITY OF MCKINNEY, TEXAS**

By: \_\_\_\_\_  
Jose Madrigal  
Deputy City Manager

By: \_\_\_\_\_  
Joe Williams  
Chief of Police

**EXHIBIT "B"**

**GMS APPLICATION NO. 2014-H1534-TX-DJ**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COLLIN COUNTY SHERIFF'S OFFICE, THE CITY OF MCKINNEY,  
AND THE CITY OF PLANO, TEXAS REGARDING THE 2014 BYRNE JUSTICE  
ASSISTANCE GRANT (JAG) PROGRAM**

This Memorandum of Understanding sets forth the agreement by and between the Collin County Sheriff's Office, the City of McKinney, and the City of Plano, Texas regarding the application process of the 2014 Byrne Justice Assistance Grant (JAG) Program Award.

The City of Plano agrees to be the applicant/fiscal agent of the 2014 Byrne Justice Assistance Grant (JAG) Program.

The funds for this grant will be distributed as follows:

McKinney Police Department	\$12,883.00
Plano Police Department	\$23,603.00
Collin County Sheriff's Office	<u>\$17,971.00</u>
Total funds from the JAG	\$54,457.00

The Collin County Sheriff's Office, the City of McKinney, and the City of Plano, Texas agree to enter into an agreement setting forth the terms and conditions regarding the administration of the 2014 Justice Assistance Grant (JAG) Program Award.

**COLLIN COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_  
Terry Box  
Collin County Sheriff

By: \_\_\_\_\_  
Keith Self  
Collin County Judge

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Bruce D. Glasscock  
City Manager

By: \_\_\_\_\_  
Gregory W. Rushin  
Chief of Police

APPROVED AS TO FORM

\_\_\_\_\_  
Paige Mims  
City Attorney

**CITY OF MCKINNEY, TEXAS**

By: \_\_\_\_\_  
Jose Madrigal  
Deputy City Manager

By: \_\_\_\_\_  
Joe Williams  
Chief of Police

**DATE:** May 20, 2014  
**TO:** Honorable Mayor & City Council  
**FROM:** Richard Grady, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of May 19, 2014

**AGENDA ITEM NO. 6 - PUBLIC HEARING  
ZONING CASE 2014-11  
APPLICANT: CITY OF PLANO**

Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations) and related sections of the Zoning Ordinance to consider amendments to the definition of Commissary.

**APPROVED:** 8-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

Recommended for approval subject to the following: (Additions are indicated in underlined text and deletions are shown as strike through text)

Amend Section 1.600 (Definitions) of Article 1 (General Regulations) to amend the following definition for Commissary:

An establishment ~~other than a restaurant~~ in which food, containers, or supplies are kept, handled, prepared, packaged, or stored for transportation by mobile food establishments, and that serves as an operating base where a mobile food establishment may be stored, parked, serviced, cleaned, supplied, and maintained. A restaurant may serve as a commissary for one mobile food establishment which is owned and operated by the restaurant. Commissaries must comply with other provisions of the Code of Ordinances.

**FOR CITY COUNCIL MEETING OF:** June 9, 2014 (To view the agenda for this meeting, see [www.planotx.gov](http://www.planotx.gov))

**PUBLIC HEARING - ORDINANCE**

RA/dc

CITY OF PLANO  
PLANNING & ZONING COMMISSION

May 19, 2014

**Agenda Item No. 6**

**Public Hearing:** Zoning Case 2014-11

**Applicant:** City of Plano

---

**DESCRIPTION:**

Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations) and related sections of the Zoning Ordinance to consider amendments to the definition of Commissary.

**REMARKS:**

On April 7, 2014, the Planning & Zoning Commission called a public hearing to consider amendments to the Zoning Ordinance regarding commissaries to consider allowing restaurants to serve as a commissary for one mobile food establishment (food truck).

Currently, the Zoning Ordinance defines commissary as:

“An establishment other than a restaurant in which food, containers, or supplies are kept, handled, prepared, packaged, or stored for transportation by mobile food establishments, and that serves as an operating base where a mobile food establishment may be stored, parked, serviced, cleaned, supplied, and maintained. Commissaries must comply with other provisions of the Code of Ordinances.”

A commissary is allowed by right in the Commercial Employment (CE), Light Industrial-1 (LI-1), and Light Industrial-2 (LI-2) zoning districts. The current definition specifically prohibits restaurants from serving as a commissary for a food truck. However, throughout the city, many restaurants currently park one or more trucks at their restaurants. The storage and servicing of one food truck per restaurant may be a reasonable allowance and could be considered as an accessory use of the restaurant. Staff has included a potential modification to the commissary definition which would allow restaurants to serve as a commissary for up to one food truck so long as the food truck is owned and operated by the restaurant.

There are currently no commissaries existing within the City of Plano. Food trucks operating within Plano must drive outside the city in order to be stored, serviced, and resupplied. As commissaries are a necessary part of food truck operations, the proximity and availability of these sites are important to consider. Using commissaries creates additional operational costs and increases service times for trucks traveling to these facilities. Accommodating these operations at a restaurant within the city may be a benefit to local food truck vendors and restaurants.

The city's Code of Ordinances, Chapter 9 (Food Code), regulates commissary and other fixed food establishments used as a base of operation for mobile food units and defines commissary as a catering establishment, restaurant, or any other place in which food, containers, or supplies are kept, handled, prepared, packaged, or stored. The Food Code, which is enforced by the Health Department, requires that mobile food establishments report daily to a commissary for supplies as well as cleaning and servicing operations.

While the Code of Ordinances allows restaurants to act as a commissary for food trucks this allowance is not permitted by the Zoning Ordinance. Staff is proposing to limit the number of food trucks to one per restaurant, owned and operated by the restaurant.

Staff proposes the following modification to the definition of commissary:

An establishment ~~other than a restaurant~~ in which food, containers, or supplies are kept, handled, prepared, packaged, or stored for transportation by mobile food establishments, and that serves as an operating base where a mobile food establishment may be stored, parked, serviced, cleaned, supplied, and maintained. A restaurant may serve as a commissary for one mobile food establishment which is owned and operated by the restaurant. Commissaries must comply with other provisions of the Code of Ordinances.

#### **SUMMARY:**

The proposed amendment to the commissary definition will allow restaurants, which also operate a food truck, the added flexibility of servicing a food truck from the restaurant location. Restaurants who will be serving as a commissary must meet the city's health regulations and other requirements related to servicing a food truck. Staff believes allowing a restaurant to serve as a commissary for one food truck is consistent with current restaurant operations and therefore supports the zoning request.

#### **RECOMMENDATION:**

Recommended for approval subject to the following: (Additions are indicated in underlined text and deletions are shown as strike through text)

Amend Section 1.600 (Definitions) of Article 1 (General Regulations) to amend the following definition for Commissary:

An establishment ~~other than a restaurant~~ in which food, containers, or supplies are kept, handled, prepared, packaged, or stored for transportation by mobile food establishments, and that serves as an operating base where a mobile food establishment may be stored, parked, serviced, cleaned, supplied, and maintained. A restaurant may serve as a commissary for one mobile food establishment which is owned and operated by the restaurant. Commissaries must comply with other provisions of the Code of Ordinances.

## Zoning Case 2014-11

**An Ordinance of the City of Plano, Texas, amending Section 1.600 (Definitions) of Article 1 (General Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to modify the definition of Commissary; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 9th day of June, 2014, for the purpose of considering a change in the Zoning Ordinance; and

**WHEREAS**, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 9th day of June, 2014; and

**WHEREAS**, the City Council is of the opinion and finds that such change would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

**IT IS, THEREFORE, ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** Section 1.600 (Definitions) of Article 1 (General Regulations) of the Comprehensive Zoning Ordinance No. 2006-4, as the same has been heretofore amended, is further amended to modify the definition of Commissary, such portion of the section to read in its entirety as follows:

Section 1.600 (Definitions)

Commissary - An establishment in which food, containers, or supplies are kept, handled, prepared, packaged, or stored for transportation by mobile food establishments, and that serves as an operating base where a mobile food establishment may be stored, parked, serviced, cleaned, supplied, and maintained. A

restaurant may serve as a commissary for one mobile food establishment which is owned and operated by the restaurant. Commissaries must comply with other provision of the Code of Ordinances.

**Section II.** All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

**Section III.** The repeal of any ordinance or part of ordinances affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

**Section IV.** Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

**Section V.** It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable and the invalidity or partial invalidity of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

**Section VI.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**PASSED AND APPROVED THIS THE 9TH DAY OF JUNE, 2014.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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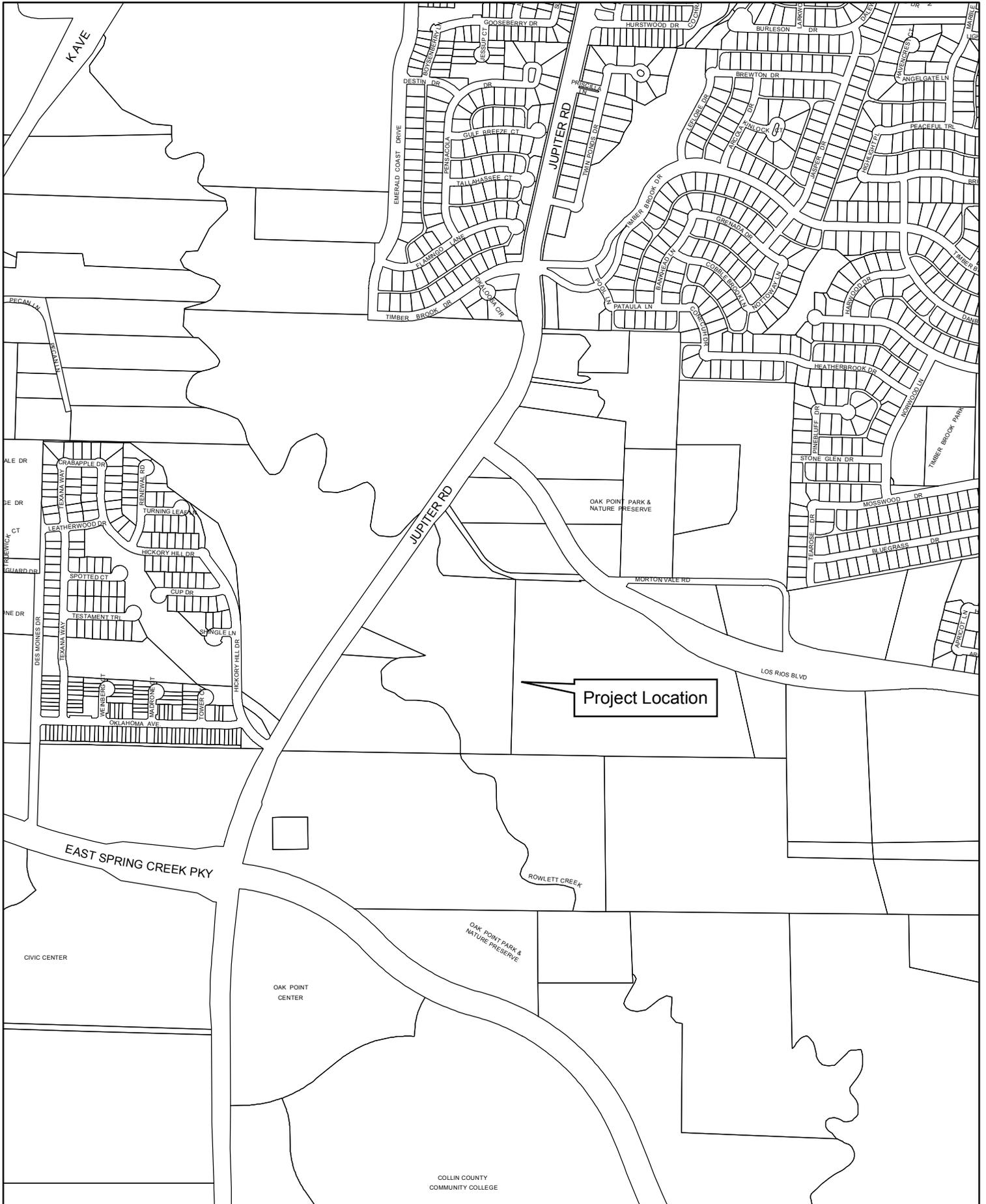
Paige Mims, CITY ATTORNEY



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/9/2014			
Department:		Engineering			
Department Head:		Jack Carr			
Agenda Coordinator (include phone #): <b>Kathleen Schonke (7198)</b>				<b>Project No. 5971.1</b>	
<b>CAPTION</b>					
RFQ No. 2014-202-B for Construction Manager at Risk (CMAR) services to Pogue Construction Co., L.P. for the construction of Oak Point Park Nature and Retreat Center in the estimated amount not to exceed \$5,500,000; and authorizing the City Manager or his authorized designee to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013-14, 2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		17,990	3,314,010	2,600,000	<b>5,932,000</b>
Encumbered/Expended Amount		-17,990	-384,213	0	<b>-402,203</b>
This Item		0	-2,900,000	-2,600,000	<b>-5,500,000</b>
BALANCE		0	29,797	0	<b>29,797</b>
<b>FUND(S): PARK IMPROVEMENT CIP</b>					
<p><b>COMMENTS:</b> Funds are available and planned in the current Park Improvement CIP. This item, in the amount of \$5,500,000, will leave a project balance of \$29,797 available for further development of Oak Point Park and Nature Preserve.</p> <p><b>STRATEGIC PLAN GOAL:</b> Construction of the Oak Point Park Nature and Retreat Center relates to the City's goals of Great Neighborhoods - 1<sup>st</sup> Choice to Live and Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>Staff recommends the proposal of Construction Manager at Risk (CMAR) contract to Pogue Construction Co., L.P. as best value to the City of Plano. The initial contract will be for CMAR pre-construction services for the amount of \$5,000. During the pre-construction period, Pogue Construction, working with the Architect (hatch + ulland owen architects) and City staff, will develop a Guaranteed Maximum Price for management and construction of the Oak Point Park Nature and Retreat Center. The amount of the GMP for the construction and all fees will not exceed \$5,500,000 and will be developed and submitted within 30 days from Notice to Proceed.</p> <p><a href="https://www.google.com/maps/dir/33.0207622,-96.6987239/5901+Los+Rios+Blvd+Plano,+TX+75074/@33.0611188,-96.6741085,17z/data=!4m8!4m7!1m0!1m5!1m1!1s0x864c19f27bf674b1:0xc1c3ece5e3f6d905!2m2!1d-96.6741085!2d33.0611188">https://www.google.com/maps/dir/33.0207622,-96.6987239/5901+Los+Rios+Blvd+Plano,+TX+75074/@33.0611188,-96.6741085,17z/data=!4m8!4m7!1m0!1m5!1m1!1s0x864c19f27bf674b1:0xc1c3ece5e3f6d905!2m2!1d-96.6741085!2d33.0611188</a></p>					
Funding is available from Park Improvement CIP.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map, Recommendation Memo			N/A		

# Oak Point Park - Visitor Center and Parks & Recreation Offices





# Memorandum

**Date:** May 23, 2014

**To:** Michael Parrish, Sr. Purchasing Buyer

**From:** Jim Razinha, Facilities Manager

**Subject:** CMAR Recommendation Oak Point Park Nature and Retreat Center

The Construction Manager at Risk process used by the City of Plano involves two steps. For the first step, the Evaluation Team for the project evaluated qualifications received on May 19, 2014, from seven firms.

For the second step, the Team requested the three top-scoring firms to submit proposals for pre-construction services and fees for managing the construction of the facility. The Team interviewed the three firms on May 23, 2014 and ranked them as follows:

1. Pogue Construction Co., L.P.
2. Lee Lewis Construction, Inc.
3. Adolfson & Peterson Construction

Based on the information received, the Evaluation Team recommends awarding a Construction Manager at Risk (CMAR) contract to Pogue Construction Co., L.P. as best value to the City of Plano. The initial contract will be for CMAR pre-construction services for the amount of \$5,000. During the pre-construction period, Pogue Construction, working with the architect (hatch + ulland owen architects) and City staff, will develop a Guaranteed Maximum Price for management and construction of the Oak Point Park Nature and Retreat Center. The amount of the GMP for the construction and all fees will not exceed \$5,500,000.