



Life Connected.

**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, MARCH 9, 2021
5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Achievement of Excellence in Procurement Award (Stovall)
- B. Proclamation National Procurement Month
- C. Proclamation Recognition of Vietnam Veterans
- D. Proclamation Recognition of First Responders-Public Works, Police, Fire
- E. Proclamation Recognition of All-State Music Students Bekah Stuart and Zach Flores

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Discussion regarding any and/or all agenda items.

V. OPEN FORUM:

Open Forum is for information only. If you wish to speak, please sign the "Speaker List" with the City Secretary. Speakers are limited to three (3) minutes. The Council can take no action. No charges and/or complaints will be heard against any elected official or employee of the city that are prohibited by law.

Please note Anyone wishing to furnish the City Council with copies/handouts regarding their item of interest must provide 9 copies and present them to the City Secretary for distribution to the City Council.

VI. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter, pending or contemplated litigation.

- A. Discussion regarding an agreement with Celina Independent School District.
- B. Discussion regarding Highpoint Homeowners Association agreement for fiber optics.
- C. Discussion regarding Development Agreement for the Merritt Tract.

Reconvene Into Open Session
- D. Consider and act upon any items discussed in executive session.

VII. CONSENT AGENDA: Items are considered self-explanatory and will be enacted with one motion. No separate discussion of these items will occur unless so requested by at least one member of the City Council.

A. Minutes Approval:

1. City Council - Regular Meeting - Feb 9, 2021 5:00 PM

- B. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2020-77 which adopted and approved the budget for fiscal year beginning October 1, 2020 and ending September 30, 2021, and make appropriations for each department, project and account, by adopting an amended 2020-2021 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)
- C. Consider and act upon a development agreement with Tradition Homes to allow for modified architectural design standards. (Tradition Homes (Mustang Lakes) Architecture - Development Agreement) (Lopez)
- D. Consider and act upon a development agreement for Servpro; generally located at the southeast corner of Oklahoma Drive and Cherry Wood Lane, within the City Limits. (Servpro – Development Agreement) (Mohan)
- E. Consider and act to authorize and execute a license agreement between the City of Celina and Carmela Winery for the occupation and usage of the City's alley adjacent to the property. (Glasgow)
- F. Consider and act to authorize an agreement for engineering services for the design of 12-inch waterline along Frontier Pkwy: Preston Hills Cir. to Lilyana for an amount not to exceed \$56,300.00. (Glasgow)
- G. Consider and act to authorize an agreement for engineering services for the conceptual design of Bobcat Field House Renovations with VAI Architects in an amount not to exceed \$19,000.00. (Berry)
- H. Consider and act to authorize an agreement for engineering services for the design of Parvin Road (Part 1) with Cobb Fendley & Associates in an amount not to exceed \$1,487,569.60. (Berry)
- I. Consider and act to award bid 2021-0063 for Beech Street Improvements to ANA Site Construction at the unit prices listed in an amount not to exceed \$322,842.45 for the base bid plus ten percent contingency in the amount of \$32,284.25 for a grand total of \$355,126.70. (Berry)

- J. Consider and act to authorize the purchase of a new modular building from Palomar Modular Buildings through an interlocal contract with BuyBoard in an amount not to exceed \$367,957.00. (Berry)
- K. Consider and act to award bid 2021-0058 for Pest Control Services at the unit prices listed to Cantu Pest Control in an amount not to exceed \$101,000. (Berry)
- L. Consider and act to award bid 2021-0062 for electrical services at the unit prices listed to Trinity Lighting in an amount not to exceed \$50,000. (Berry)
- M. Consider and act to award bid 2021-0061 for plumbing services at the unit prices listed to CBS Mechanical in an amount not to exceed \$50,000. (Berry)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the City of Celina, Texas; and providing for other matters related thereto for the following property: (20-05 Annexation Third Public Hearing and Ordinance Adoption) (Mohan)
 - 1) Collin CAD Property ID 985679, being an approximate 19.80 acre tract of land in Collin County, Texas, legally described as Abstract No. 665 in the P Newsome Survey, Tract 3; generally located west of County Road 58 and 2,400 feet south of County Road 60,
 - 2) Collin CAD Property ID 991029, being an approximate 30.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 131 in the B.B.B. & C.R.R. Survey, Tract 7; generally located approximately 2,600 feet west of County Road 58 and approximately 4,300 feet south of County Road 60,
 - 3) Collin CAD Property ID 2725112, being an approximate 297.05 acre tract of land in Collin County, Texas, legally described as Abstract No. 11 in the W P Allen Survey, Tract 1; generally located approximately 2,300 feet west of County Road 58 and south of County Road 60,
 - 4) Collin CAD Property ID 2120501, being an approximate 23.87 acre tract of land in Collin County, Texas, legally described as Abstract No. 130 in the B.B.B. & C.R.R. Survey, Tract 4; generally located at the northeast corner of County Road 132 and County Road 130,
 - 5) Collin CAD Property ID 2663798 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 1; generally located north of Carthage Road and approximately 1,900 feet west of the BNSF Railroad,
 - 6) Collin CAD Property ID 1497749 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 2; generally located north of Carthage Road and approximately 1,500 feet west of the BNSF Railroad,
 - 7) Collin CAD Property ID 1497758 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 3; generally located north of Carthage Road and approximately 1,100 feet west of the BNSF Railroad,

- 8) Collin CAD Property ID 1497767 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 4; generally located north of Carthage Road and approximately 665 feet west of the BNSF Railroad,
- 9) Collin CAD Property ID 2758470 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 5; generally located north of Carthage Road and approximately 250 feet west of the BNSF Railroad,
- 10) Collin CAD Property ID 1497785 being an approximate 17.24 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 6; generally located north of Carthage Road and west of the BNSF Railroad,
- 11) Collin CAD Property ID 963443, being an approximate 25.55 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 2; generally located west of Legacy Drive and approximately 200 feet north of Carey Road,
- 12) Collin CAD Property ID 2120832, being an approximate 25.74 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 1; generally located at the southeast corner of Legacy Drive and Carey Road,
- 13) Collin CAD Property ID 963452, being an approximate 25.54 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 3; generally located west of Legacy Drive and approximately 450 feet south of Carey Road,
- 14) Collin CAD Property 2718652, being an approximate 11.88 acre tract of land in Collin County, Texas, legally described as Abstract No. 931 in the T & P Ry Co Survey, Tract 4; generally located approximately 3,300 feet south of County Road 107 and approximately 1,400 feet east of Preston Road,
- 15) Collin CAD Property ID 2718653, being an approximate 18.79 acre tract of land in Collin County, Texas, legally described as Abstract No. 533 in the W C Lewis Survey, Tract 6; generally located approximately 2,500 feet south of County Road 107 and approximately 1,100 feet east of Preston Road,
- 16) Collin CAD Property ID 2718698, being an approximate 44.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 247 in the John Davis Survey, Tract 3; generally located south of County Road 107 and approximately 550 feet east of Preston Road,
- 17) Collin CAD Property ID 998727, being an approximate 63.47 acre tract of land in Collin County, Texas, legally described Abstract No. 983 in the JB Wilmeth Survey, Tract 1; generally located west of Custer Road and approximately 900 feet south of Sunset Boulevard,
- 18) Collin CAD Property ID1013575, being an approximate 4.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 985 in the JB Wilmeth Survey, Tract 1; generally located approximately 500 feet west of Custer Road and south of Sunset Boulevard,
- 19) Collin CAD Property ID1014280, being an approximate 12.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 1032 in the JB Wilmeth Survey, Tract 1; generally located at the southwest corner of Sunset Boulevard and Custer Road.

IX. ACTION ITEM:

- A. Consider and act to authorize an agreement for engineering services to Garver, LLC for the design of a 3MG Waste Water Treatment Plant in an amount not to exceed 2,745,962.00. (Brawner)

- B. Consider and act to award bid 2021-0060 for the construction of a 6 MG storage tank at the unit prices listed to Preload, LLC in an amount not to exceed 9,327,400.00 for the base bid plus ten percent contingency in the amount of \$932,740.00 for a grand total of \$10,260,140.00. (Brawner)

X. ADJOURNMENT:

City Council Chambers is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf, or hearing impaired, or readers of large print, are requested to contact the City Secretary's Office at 972-382-2682, or fax 972-382-3736 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Chapter 551. "I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board at City Hall of the City of Celina, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: _____ at ____ p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

Vicki Tarrant, TRMC
City Secretary, City of Celina, TX

Date Notice Removed



Life Connected.

**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, FEBRUARY 9, 2021
5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Attendee Name	Organization	Title	Status	Arrived
Justin Steiner	City of Celina	Place 1	Present	
Wendie Wigginton	City of Celina	Councilwoman	Present	
Wayne Nabors	City of Celina	Place 2	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Mindy Koehne	City of Celina	Place 5	Present	
Chad Anderson	City of Celina	Place 6	Present	
Sean Terry	City of Celina	Mayor	Absent	

Mayor Pro Tem Anderson called the meeting to order 5:00 p.m.

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Pro Tem Anderson led the pledges of allegiance. Pastor Cliff Lester of Bethel Baptist Church gave the invocation.

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Proclamation-Bryce Spraggins

Mayor Pro Tem Anderson presented a proclamation of bravery to Celina Resident Bryce Spraggins.

B. Presentation-Carmen Roberts

Mayor Pro Tem Anderson, Government Affairs Director Corbett Howard and Councilwoman Koehne presented former City Councilwoman Place 4 Carmen Roberts with a plaque, a personalized street sign, State Senate recognition and recognition from Governor Abbott. Dody Brigadier with Congressman Pat Fallon's office gave a U.S. Flag presentation. Megan Pulley and Melanie Marx gave a Texas Flag presentation and read personal notes from Texas Representatives Scott Sanford, Jared Patterson and Justin Holland. Collin County Commissioner Precinct 1 Susan Fletcher read a Collin County recognition proclamation.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding any and/or all agenda items.

Minutes Acceptance: Minutes of Feb 9, 2021 5:00 PM (Minutes Approval)

No items were discussed.

V. OPEN FORUM:

Rebecca Bradley, 1700 Redbud #300, McKinney, TX, introduced their law firm (Abernathy, Roeder) and some new staff members.

Renee Marler, 711 Tolleson Dr, Celina, TX, with Our Celina Magazine spoke about her partnership with the city and expressed concerns with notice of events/news.

Don D'Amico, local property owner, spoke in support of the overall (Downtown Code) vision and new zoning changes.

Isaah Moore, Senior Pastor of St. Philip Baptist Church, generally spoke in favor of the new downtown codes as a plus for the Preston Streams neighborhood. He stated that invoking eminent domain and the letters received frightened some residents.

Robert Harvey, 6408 Cheshire Street, spoke regarding Public Hearing A and asked that the city allow the (Sutton Fields) community to have a conversation with staff before the vote.

VI. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter, pending or contemplated litigation.

The City Council adjourned into executive session at 5:30 p.m. with City Attorney Trey Sargent and City Manager Jason Laumer.

A. Discussion related to an agreement with Celina Independent School District.

Reconvene Into Open Session

The City Council reconvened into open session at 5:42 p.m.

B. Consider and act upon any items discussed in executive session.

No action was taken.

VII. CONSENT AGENDA:

Mayor Pro Tem Anderson stated that item F would be pulled from the Consent Agenda (at the request of the applicant).

RESULT:	ADOPTED [5 TO 1]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Justin Steiner, Place 1
AYES:	Steiner, Nabors, Hopkins, Koehne, Anderson
NAYS:	Wigginton

A. Minutes Approval:

1. City Council - Regular Meeting - Jan 12, 2021 5:00 PM
(2021-12)

Minutes Acceptance: Minutes of Feb 9, 2021 5:00 PM (Minutes Approval)

- B. Consider and act upon approval of a Joint General Election Contract for election services by and among the City of Celina, Collin County Elections Administrator, and political subdivisions of Collin County, and a Joint General Election Agreement by and among the City of Celina, Denton County Elections Administrator and political subdivisions of Denton County. (Tarrant)
- C. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2020-77 which adopted and approved the budget for fiscal year beginning October 1, 2020 and ending September 30, 2021, and make appropriations for each department, project and account, by adopting an amended 2020-2021 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

(2021-08)

- D. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Hangartner Commercial, Inc. for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Valley Vines – DIP) (Mohan)
- E. Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A: Fee Schedule, Wastewater Monthly Rates and Charges, providing a comprehensive fee authority update to enable the adoption of a master fee chart. (Master Fee Chart Revision Ordinance) (McAfee)

(2021-09)

- F. Item F was moved to Items Moved From Consent Agenda
- G. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Final Project and Reinvestment Zone Financing Plan for Reinvestment Zone Number Twelve, City of Celina, Texas. (Edgewood Creek– TIRZ#12 Project and Financing plan) (Pouladi)

(2021-10)

- H. Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone Number Eleven project expenditures; providing a severability clause; and providing an effective date. (Stovall)

(2021-08R)

- I. Consider and act upon a resolution of the City Council of the City of Celina approving the submission of a grant application to the Office of the Governor, Criminal Justice Division for the Celina Violence Against Women Justice Program, Family Violence/Sexual Assault Investigator continuation project, Grant Application #3835103. (Bromiley)

(2021-09R)

- J. Consider and act to authorize the execution of an interlocal agreement by and between the City of Celina and Aqua Texas regarding the exchange of Water and Sewer Certificate of Convenience and Necessity Documents. (Brawner)

Minutes Acceptance: Minutes of Feb 9, 2021 5:00 PM (Minutes Approval)

- K. Consider and act to authorize the City Manager to execute a Road Development and Escrow Agreement by and between Silver Star Title, L.L.C. (d/b/a Sendera Title) ("Escrow Agent"); CADG SUTTON FIELDS, LLC and MM SUTTON FIELDS 4A-4B, LLC (collectively, "CADG"); and THE CITY OF CELINA ("Celina") for the construction of portion of Parvin Road. (Glasgow)
- L. Consider and act to authorize the purchase of a vehicle for Development Services from Dodge City McKinney in an amount not to exceed \$25,919.00. (Berry)
- M. Consider and act to authorize the purchase of an ambulance for fiscal year 2021 from various vendors as listed below in an amount not to exceed \$428,668.63. (Berry)
- N. Consider and act upon approval of appointments, re-appointments and removals from city boards and commissions, Celina Economic Development Corporation and Celina Community Development Corporation. (Tarrant)

ITEMS MOVED FROM CONSENT AGENDA:

- O. Consider and act upon a development agreement for Servpro; generally located at the southeast corner of Oklahoma Drive and Cherry Wood Lane, within the City Limits. (Servpro – Development Agreement) (Mohan)

RESULT:	NO ACTION
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VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider and act upon a request for a Development Agreement on approximately 51 acres, generally located east of FM 1385 and approximately 2,272 feet north of Frontier Parkway, within the Extraterritorial Jurisdiction (ETJ). (Chesney Tract - Development Agreement) (McAfee)

Mayor Pro Tem Anderson opened the hearing at 6:00 p.m.

Matt Boer of Claymon Engineering, Prosper, TX, representing the applicant spoke in general about the plan saying that it is in the early stages.

Phillip Marrow of Sutton Fields subdivision asked for more time to talk with the residents.

The hearing was closed at 6:09 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wayne Nabors, Place 2
AYES:	Steiner, Wigginton, Nabors, Hopkins, Koehne, Anderson

- B. The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement on approximately 227 acres of land, generally located at the southwest corner of Louisiana Drive and County Road 58, within the Extraterritorial Jurisdiction (ETJ). (Chan-Moore -Development Agreement) (McAfee)

Mayor Pro Tem Anderson opened the hearing at 6:09 p.m.

Frank Abbott of Kimley Horn Engineering, representing the applicant spoke in favor of the project and requested approval.

The hearing was closed at 6:19 p.m.

Minutes Acceptance: Minutes of Feb 9, 2021 5:00 PM (Minutes Approval)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Justin Steiner, Place 1
SECONDER:	Mindy Koehne, Place 5
AYES:	Steiner, Wigginton, Nabors, Hopkins, Koehne, Anderson

- C. The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement on approximately 620 acres, generally located east of Celina Parkway and approximately 3,275 feet north of G A Moore Parkway. (Robinson - Development Agreement) (McAfee)

Mayor Pro Tem Anderson opened the hearing at 6:19 p.m. No public comment was received. The hearing was closed at 6:23 p.m.

RESULT:	APPROVED [5 TO 0]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wayne Nabors, Place 2
AYES:	Steiner, Wigginton, Nabors, Hopkins, Anderson
ABSTAIN:	Koehne

- D. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 2 acres to Specific Use Permit (SUP) to allow for an Auto Wash, generally located west of Preston Road and approximately 645 feet north of Frontier Parkway, within the City Limits. (Dream Wash Auto Spa – Specific Use permit) (Mohan)

(2021-11) Mayor Pro Tem Anderson opened the hearing at 6:23 p.m.

Matt Alexander of Cambridge Companies explained the reason for the requested change as a response to the market.

The hearing was closed at 6:27 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Mindy Koehne, Place 5
AYES:	Steiner, Wigginton, Nabors, Hopkins, Koehne, Anderson

- E. The Celina City Council will conduct the second of two public hearings and act upon an ordinance adopting the annexation of approximately 23 acres generally located east of FM 1385, south of FM 428, north of Tudor Place, and west of Smiley Road. (4 3-Year 2017 Agreements Annexation 2nd Public Hearing & Ordinance Adoption) (Mohan)

(2021-12) Mayor Pro Tem Anderson opened the hearing at 6:27 p.m. No public comment was received. The hearing was closed at 6:29 p.m.

Minutes Acceptance: Minutes of Feb 9, 2021 5:00 PM (Minutes Approval)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wayne Nabors, Place 2
AYES:	Steiner, Wigginton, Nabors, Hopkins, Koehne, Anderson

- F. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 23 acres to Commercial, Office, & Retail (C) zoning district, generally located east of FM 1385, south of FM 428, north of Tudor Place, and west of Smiley Road. (4 3-Year 2017 Agreements – Zoning) (Mohan)

(2021-13) Mayor Pro Tem Anderson opened the hearing at 6:29 p.m. No public comment was received. The hearing was closed at 6:30 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Andy Hopkins, Place 3
AYES:	Steiner, Wigginton, Nabors, Hopkins, Koehne, Anderson

- G. The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties: (20-05 Annexation Second Public Hearing) (Mohan)

Mayor Pro Tem Anderson opened and closed the hearings below for the named items at the stated times. No public comment was received on these items.

- 1) 6:30 p.m. - 6:31 p.m.
- 2) 6:31 p.m. - 6:31 p.m.
- 3) 6:32 p.m. - 6:32 p.m.
- 4) 6:32 p.m. - 6:32 p.m.
- 5) 6:32 p.m. - 6:32 p.m.
- 6) 6:32 p.m. - 6:33 p.m.
- 7) 6:33 p.m. - 6:33 p.m.
- 8) 6:33 p.m. - 6:33 p.m.
- 9) 6:33 p.m. - 6:33 p.m.
- 10) 6:34 p.m. - 6:34 p.m.
- 11) 6:34 p.m. - 6:34 p.m.
- 12) 6:34 p.m. - 6:34 p.m.
- 13) 6:34 p.m. - 6:34 p.m.
- 14) 6:35 p.m. - 6:35 p.m.
- 15) 6:35 p.m. - 6:35 p.m.
- 16) 6:35 p.m. - 6:35 p.m.
- 17) 6:35 p.m. - 6:35 p.m.
- 18) 6:35 p.m. - 6:35 p.m.
- 19) 6:35 p.m. - 6:36 p.m.

- H. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending the Development Regulations of Planned Development (PD) No. 50 on approximately 106 acres, generally located at the southwest corner of Ownsby Parkway and Custer Road. (Mustang Lakes – PD Amendment) (Mohan)

(2021-14) Mayor Pro Tem Anderson opened the hearing at 6:36 p.m. No public comment was received. The hearing was closed at 6:41 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mindy Koehne, Place 5
SECONDER:	Justin Steiner, Place 1
AYES:	Steiner, Wigginton, Nabors, Hopkins, Koehne, Anderson

- I. The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(3), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the City of Celina, Texas; and providing for other matters related thereto for the following property: (20-04 Annexation Third Public Hearing and Ordinance Adoption) (Mohan)

(2021-15) Mayor Pro Tem Anderson announced that item (2) would not be acted upon. Mayor Pro Tem Anderson opened and closed the hearings below for the named items at the stated times. No public comment was received on these items.

- 1) 6:42 p.m. - 6:42 p.m.
- 2) no action
- 3) 6:42 p.m. - 6:42 p.m.
- 4) 6:42 p.m. - 6:42 p.m.
- 5) 6:42 p.m. - 6:42 p.m.
- 6) 6:43 p.m. - 6:43 p.m.
- 7) 6:43 p.m. - 6:43 p.m.
- 8) 6:43 p.m. - 6:43 p.m.
- 9) 6:43 p.m. - 6:43 p.m.
- 10) 6:44 p.m. - 6:44 p.m.

RESULT:	APPROVED [5 TO 1]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Steiner, Nabors, Hopkins, Koehne, Anderson
NAYS:	Wigginton

- J. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 247 acres to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located at the northeast corner of FM 1385 and future Punk Carter Parkway. (Edgewood Creek PD – Zoning) (Mohan)

(2021-16) Mayor Pro Tem Anderson opened the hearing at 6:44 p.m. No public comment was received. The hearing was closed at 6:47 p.m.

Minutes Acceptance: Minutes of Feb 9, 2021 5:00 PM (Minutes Approval)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wendie Wigginton, Councilwoman
AYES:	Steiner, Wigginton, Nabors, Hopkins, Koehne, Anderson

- K. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 246 acres to Agricultural District (AG), generally located west of FM 2478, south of FM 455, north of Frontier Parkway, and east Preston Road. (Edgewood Creek – Remainder - Zoning) (Mohan)

(2021-17) Mayor Pro Tem Anderson opened the hearing at 6:48 p.m. No public comment was received. The hearing was closed at 6:50 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Andy Hopkins, Place 3
AYES:	Steiner, Wigginton, Nabors, Hopkins, Koehne, Anderson

- L. The Celina City Council will conduct a public hearing to consider testimony on Downtown Code (DTC), by repealing and replacing the entirety of Chapter 14: Zoning, Section 14.02.206, OT-R, Old Town Residential (Downtown) District and Section 14.02.407, OT, Old Town (Downtown) District. (Downtown Code Text Amendment) (Nusser)

Abra Nusser with Kimley Horn presented the plan with updates made from comments received at the January Planning and Zoning Commission meeting. Mayor Pro Tem Anderson opened the hearing at 6:50 p.m. The following public comments were made:

Nicholas Grant (resident) asked for the outline of the Preston Streams area. He asked why there were no zoning signs and said there was no notification.

Chanda Richardson (resident) expressed concern about businesses being allowed in the Preston Streams area.

Donna Kaczor who owns a property at 403 Pecan asked if she would be safe if she makes no changes to her property. She is concerned about eminent domain being used for the park.

Suzanne D'Amico who owns property on Oklahoma asked if it would still be an allowed commercial use.

Michelle Wilson who owns 302 E. Elm expressed concerns about residences being turned into a park and asked what are they going to do.

Marty (?) who owns property (Preston Streams) had concerns about gentrification in a historically invested neighborhood. She stated she had received eminent domain letters and was told she had no choice. She asked if there was another way, another choice and can the city look at other options. She noted that Elm Street has an historical marker and that this should be recognized in the plan.

Van Nichols who owns property in The Bricks, Patio Commons and the Entertainment District spoke in favor of the document and said he is in support of the plan.

David Quick who owns 403 S. Oklahoma and resides in the ETJ said he had a concern about businesses being exempt from parking issues which causes eminent domain to get parking. He was also concerned about gentrification which causes displacement of people and asked where are they going to go?

Tom Parsons who owns 112 S. Arizona asked if the aerial view is set in stone, or if it was an artist's rendering.

Kay Willard who lives on N. Georgia Street asked when the area is going to get streets, sidewalks, and drainage maintenance.

Don D'Amico said those who say they are helpless can alter the plan and exchanged comments with other citizens.

Michelle Wilson said while it is being said they were included in the plan, the Preston Streams area was not included in the plan.

Mandy G ? who lives on Arkansas said they want to keep Celina like it is and said we don't want big buildings.

Maria Santana who lives at 502 N. Colorado Street asked if current homeowners have to make any changes to their current home to meet the standards.

Chanda Richardson asked what the next steps are.

Minutes Acceptance: Minutes of Feb 9, 2021 5:00 PM (Minutes Approval)

Diego Matehuala who owns D&V Auto said the city should think about not stepping on people's toes and asked what are the next steps. He asked where are the people going to go? He said we need to think about that and do the best for everybody that has been here a long time.

Abby Hall who lives on W. Ash said the citizens need to see the intentions and know they won't be made to make changes. She asked that they ensure homeowners who are paying taxes are given examples and reassurances of what expectations are. She said (the city) needs to have finesse and take a minute to not make rash decisions.

The hearing was closed at 8:10 p.m.

- M. The Celina City Council will conduct a public hearing to consider testimony on the rezoning of approximately 395 acres from 2F, C1, C2, CF, HD, I-1, MF-2, OT-R, SF-15, and PD zoning districts to the Downtown Code (DTC) zoning district; generally located east of Florida Drive, west of Preston Road, north of Cedar Street, and south of Malone Street, within the City Limits. (Downtown Code) (Nusser)

Mayor Pro Tem Anderson opened the hearing at 8:10 p.m. No public comment was made. The hearing was closed at 8:11 p.m.

IX. ACTION ITEM:

There being no further comment Mayor Pro Tem Anderson adjourned the meeting at 8:11 p.m.

X. ADJOURNMENT:

Sean Terry, Mayor

Secretary

Date Minutes Approved

Minutes Acceptance: Minutes of Feb 9, 2021 5:00 PM (Minutes Approval)



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Robin Bromiley, Director of Finance
 CC: Jason Laumer, City Manager
 Date: March 9, 2021
 Re: Budget Amendment FY2020 - 2021

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2020-77 which adopted and approved the budget for fiscal year beginning October 1, 2020 and ending September 30, 2021, and make appropriations for each department, project and account, by adopting an amended 2020-2021 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

Background Information:

A FY 2021 budget amendment is requested for the FY2020-2021 Operating Budget.

General Fund (102) Personnel and Operating Budgets - The budget is being amended for 10 mid-year positions and an increase items operating expenses brought about by the fast paced growth of the City. The increase in personnel cost and other expenditures are offset but the increasing of permitting fees over budgets in the FY 2020 and FY 2021 years.

General Fund (102) - Annual Street Maintenance (ASM) - The ASM budget line item is being increased by a carry-forward of budgeted expenses that were not spent in FY 2020 for annual street maintenance.

Water Fund (202) Personnel and Operating Budgets - The budget is being amended for 1 mid-year positions and an increase items operating expenses brought about by the fast paced growth of the City

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

The amended budgeted revenue increase covers the amended budgeted expenditures.

Legal Review:

Supporting Documents:

Ordinance Amending Budget
Exhibit A

Staff Recommendation:

Approval

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2021-**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2020-77, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2020-2021 BUDGET FOR THE CITY OF CELINA, TEXAS, REALLOCATING FUNDS BETWEEN ACCOUNTS PURSUANT TO EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED INTO THIS ORDINANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FILING OF THE AMENDED BUDGET AND ORDINANCE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is conducting business pursuant to a budget for fiscal year 2020-2021, heretofore previously adopted by Ordinance 2020-77; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the governing body of a municipality to make changes in the budget for municipal purposes; and

WHEREAS, the City Council has reviewed various line items within the budget and has determined that a valid municipal purpose is served by reallocating funds between various budget line items; and

WHEREAS, a proposed amendment to the budget has been placed on file with the City Secretary of the City of Celina, Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1. The above and foregoing premises are incorporated into the body of this Ordinance as if copied herein in their entirety.

SECTION 2. The City’s budget for the fiscal year ending September 30, 2021, heretofore previously adopted by Ordinance 2020-77 duly enacted by the City Council of the City of Celina on the 8th day of September, 2020, be and is hereby amended as set out in Exhibit “A” attached hereto and incorporated herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

SECTION 3. That the amounts specified in Exhibit “A” be hereby appropriated and reallocated as specified for those purposes designated in Exhibit “A”.

SECTION 4. The City Manager shall file or cause to be filed a true and correct copy of the amended budget, along with this Ordinance, with the City Secretary and in the office of the County Clerk of Collin County, Texas and Denton County, Texas.

SECTION 5. This Ordinance shall be cumulative of all provisions of Ordinances of the City of Celina, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6. The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7. The City Secretary of the City of Celina is hereby directed to publish in the official newspaper of the City of Celina, the descriptive caption and effective date of this ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this ordinance in the ordinance records of the City.

SECTION 9. This Ordinance shall become effective from and after its date of passage in accordance with law.

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 9th day of March, 2021.

Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

Meeting date: March 9, 2021
FY2021 Budget Amendment Detail

		Budget Change #	
Account #	Account Name	Description	Adjustment
102-400-000-4200	Permit Revenue	Revenue Allocation of FY 2021 increased permitting fees	(402,560.00)
102-107-000-6100	Salary	Development coordinator	42,570.00
102-107-000-6100	Salary	Plans Examiner (Salary+Benefits+Equipment)	47,650.00
102-107-000-6100	Salary	2 building Inspectors (Salary+Benefits+Vehicle+Equipment)	153,780.00
102-107-000-6626	Postage	Postage	3,000.00
102-107-000-6630	Legal Publications	Legal Publications	25,000.00
102-107-000-6634	License, Permit , & Filing Fees	License, Permit , & Filing Fees	10,000.00
102-115-000-6210	Engineering	Engineering Fees	30,000.00
102-104-000-6100	Salary	Capital Project Accountant (Salary+Benefits+Equipment)	52,560.00
102-116-000-6100	Salary	Human Resources Coordinator (Salary+Benefits+Equipment)	38,000.00
		Revenue and Expense Offset to Zero	-
102-31-3050	Fund Balance	General Fund Balance - Carryforward of FY 20 Budgeted Expenditures	(231,305.00)
102-111-000-6401	Annual Street Maintenance	Annual Street Maintenance (ASM) Agreement - Carry Forward of FY 20 budgeted expenditure not used	231,305.00
102-31-3050	Fund Balance	Allocation of FY 2020 increased permit revenue - Fund Balance	(578,975.00)
102-112-000-6659	Employee Hiring Expense	Recruitment of Police Chef	25,000.00
102-112-000-6105	Overtime	Police Overtime	35,000.00
102-112-000-6200	Contract Services	Contract Services	50,000.00
102-112-000-6100	Salary	Police CIS Records Position (Salary+Benefits+Vehicle+Equipment)	154,500.00
102-112-000-6100	Salary	Fire Capitan Administration (Salary+Benefits+Vehicle+Equipment)	113,975.00
102-110-000-6830	Capital - Equipment	Fire Inspection Vehicle	60,000.00
102-114-000-6100	Salary	Marketing and Designer Assistant (Salary+Benefits+Equipment)	40,500.00
102-111-000-6100	Salary	Streets /Drainage Maintenance Worker (Salary+Benefits+Vehicle+Equipment)	100,000.00
202-31-3050	Fund Balance	Water Fund Balance	(78,100.00)
202-117-000-6100	Salary	Meter Technician (Salary+Benefits+Vehicle+Equipment)	78,100.00

Attachment: Budget Amendment March 2021 - agenda 3851 (Budget Amendment March 2021 - FY 21)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: March 9, 2021
Re: Tradition Homes (Mustang Lakes) Architecture - Development Agreement

Action Requested:

Consider and act upon a development agreement with Tradition Homes to allow for modified architectural design standards. (Tradition Homes (Mustang Lakes) Architecture - Development Agreement) (Lopez)

Applicant:

Tradition Homes, LLC
8751 Collin McKinney Parkway, Suite 402
McKinney, TX 75070

Background:

Please refer to the attachments for additional information.

Supporting Documents:

- 1st Amendment to Mustang Lakes (Brinkman Addition) Development Agreement
- 2nd Amendment to Amended and Restated Mustang Lakes (Original) Development Agreement

Staff Recommendation:

Staff recommends approval as presented.

FIRST AMENDMENT TO MUSTANG LAKES BRINKMANN ADDITION DEVELOPMENT AGREEMENT

This First Amendment to Mustang Lakes Brinkmann Addition Development Agreement (this “**Amendment**”) is executed by and between **Celina 557 Partners, L.P.**, a Texas limited partnership (“**Owner**”); and the **City of Celina, Texas**, a home-rule municipality (the “**City**”) (Owner and the City are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”) to be effective on the last date it is signed by all Parties (the “**Effective Date**”).

RECITALS

WHEREAS, Owner and the City are parties to the Mustang Lakes Brinkmann Addition Development Agreement, entered into effective as of February 22, 2019 and filed as Document Number 20190211000143810 in the land records of Collin County (the “**Agreement**”) pertaining to approximately 556.836 acres of real property described in Exhibits A and B to the Agreement and this Amendment (the “**Property**”);

WHEREAS, the Agreement addressed matters related to the development of the Property; and

WHEREAS, Owner and the City now desire to amend the Agreement as hereinafter set forth; and

WHEREAS, all capitalized terms in this Amendment shall be as defined in the Agreement unless otherwise defined herein; and

WHEREAS, the Parties have determined that they have the authority to enter into this Amendment;

WHEREAS, it is the intent of this Amendment to establish certain legally binding restrictions and commitments to be imposed upon the Property; and the City and the Owner are proceeding in reliance on the enforceability of this Amendment; and

WHEREAS, Owner and the City now desire to amend the Agreement as hereinafter set forth;

WHEREAS, due to clerical error, Appendices A-E to the Agreement were not attached to the filed version, and it is the intent of this Amendment to include those appendices, as well as a new Appendix “F” to depict the architecture described in this Amendment, attached hereto as Exhibit C; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the City hereby agree as follows:

ARTICLE I
AMENDMENT OF AGREEMENT

1.1 The Section entitled “Building Regulations” of Exhibit D of the Agreement is hereby amended by adding a subsection entitled “Exterior Building Architecture for Minimum 3,000 Square-Foot Dwelling Units” at the end of said Section to read as follows:

As an alternative to the building, masonry, and other regulations provided in the “Building Regulations” Section herein, if the minimum dwelling unit size is 3,000 square feet and the lot width is 65-feet or more, the dwelling may have modern farmhouse architecture that is substantially similar to those depicted in Appendix “F” if the exterior elevations are approved in writing by the City Development Services Director.

1.2 The Agreement as amended by this Amendment shall continue in full force and effect.

1.3 Each Party acknowledges and agrees that this Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

1.4 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

1.5 Appendices A-E to be added to Exhibit D of the Agreement as originally intended, as well as depictions of the modern farmhouse architecture, to be added as Appendix “F”, are attached hereto as Exhibit C.

[Signature Pages to Follow]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF CELINA

By: _____
 Name: Sean Terry
 Title: Mayor
 Date: _____

ATTEST:

 Vicki Tarrant, City Secretary

THE STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

On _____, 2021, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

 Notary Public in and for the State of TEXAS

**CELINA 557 PARTNERS, L.P.,
a Texas limited partnership**

By: Celina 557 GP Partners, LLC, a Texas
limited liability company, its general partner

By: _____
James J. Melino, President

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2021, by James J. Melino, President of Celina 557 GP Partners, LLC, a Texas limited liability corporation, on behalf thereof as the general partner of Celina 557 Partners, L.P., a Texas limited partnership.

Notary Public in and for the State of TEXAS

Exhibit A
DESCRIPTION OF THE PROPERTY
(556.836 Acres)

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, Collin County, Texas, being all of those tracts of land conveyed to Brinkmann Ranches of Collin County, L.P., according to deeds recorded in Document Number 2005-0176477 and 2005-0176476, Official Public Records, Collin County, Texas, and being all of those tracts of land conveyed to Collin County Two Trees Investments, LP, according to deeds recorded in Document Numbers 20090603000680790 (Tract 4), 20110929001040010 (Tract III) and 20090603000680810 (Parcels I and II), Official Public Records, Collin County, Texas:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the northeast corner of that tract of land conveyed to Donald T. Koch, as trustee of the surviving grantor's revocable trust, according to deed recorded in Document Number 20170616000785220, Official Public Records, Collin County, Texas, and being in the center line of County Road 88 (Choate Road);

THENCE N 89° 45' 07" E, with the north line of said Tract 4 of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 868.09 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the northeast corner of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Tract III, Collin County Two Trees Investments, LP tract;

THENCE N 89° 41' 25" E, with the north line of said Tract III of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 658.13 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the northeast corner of said Tract III of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Parcel II of Collin County Two Trees Investments, LP tract;

THENCE N 89° 30' 23" E, with the north line of said Parcel II of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, passing the northeast corner of said Parcel II of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Parcel I of Collin County Two Trees Investments, LP tract, at a distance of 351.59 feet, continuing a total distance of 691.06 feet to a 1/2 inch iron rod with cap stamped "DAA" set in the north line of said Parcel I of Collin County Two Trees Investments, LP tract, same being the southwest corner of that of land conveyed to G&N Estates, LLC, according to deed recorded in Document Number 20070315000355600, Official Public Records, Collin County, Texas;

THENCE N 88° 59' 17" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 663.23 feet to a 5/8 inch iron rod found in the north line of said Parcel I of Collin County Two Trees Investments, LP tract, same being the southeast corner of said G&N Estates, LLC tract, also being the southwest corner of that tract of land conveyed to Robert D. Newell and Charlotte K. Newell, according to

the deed recorded in Document Number 20120615000717260, Official Public Records, Collin County, Texas;

THENCE N 89° 12' 54" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the most northern line of that tract of land conveyed to Brinkmann Ranches of Collin County, L.P., according to deed recorded in Document Number 2005-0176477, Official Public Records, Collin County, Texas, and the center line of said County Road 88, a distance of 1,177.40 feet to a 1/2 inch iron rod found for an angle point in the most northern line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the northwest corner of that tract of land conveyed to Metallic Land Company, LLC, according to deed recorded in Document Number 20150304000239620, Official Public Records, Collin County, Texas, also being in the south line of that tract of land conveyed to Vijay Prathani and wife, Pavani Chillarige, according to deed recorded in Document Number 20160908001195410, Official Public Records, Collin County, Texas;

THENCE S 73° 41' 33" E, with the most northern line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the south line of said Metallic Land Company, LLC tract, and the center line of said County Road 88, a distance of 398.67 feet to a 1/2 inch iron rod found for the northeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the south corner of said Metallic Land Company, LLC tract, also being in the west line of Farm-To-Market Road 2478;

THENCE with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being west line of said Farm-To-Market Road 2478, the following courses and distances:

S 09° 48' 59" E, a distance of 570.67 feet to a wooden monument with nail in the top found for the beginning of a non-tangent curve to the right having a central angle of 05° 44' 05", a radius of 5,679.58 feet and a chord bearing and distance of S 07° 01' 46" E, 568.23 feet;

With said non-tangent curve to the right, an arc distance of 568.47 feet to a wooden monument found;

S 04° 06' 50" E, a distance of 2,257.45 feet to a 1/2 inch iron rod found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the northeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9);

THENCE S 04° 14' 30" E, with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being west line of said Farm-To-Market Road 2478, a distance of 49.85 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the northeast corner of that tract of land conveyed to the City of McKinney, according to deed recorded in Document Number 20111026001149950, Official Public Records, Collin County, Texas;

THENCE with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the north lines of said City of McKinney tract, the remainder of that tract of land conveyed to Celina 682 Partners, L.P., according to deed recorded in Document Number 20060419000517060, Official Public Records, Collin County, Texas, the Amended Plat Mustang Lakes Phase One, and addition to the City of McKinney, Texas, according to the plat thereof recorded Cabinet 2017, Page 74, Official Public Records, Collin County, Texas and Mustang Lakes Phase 2A, and addition to the City of McKinney, according to the plat thereof recorded in Cabinet 2017, Page 816, Official Public Records, Collin County, Texas, the following courses and distances:

S 89° 42' 42" W, a distance of 620.02 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

N 89° 56' 24" W, a distance of 311.73 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 51' 51" W, a distance of 816.05 feet to a 1/2 inch iron rod found for corner;

S 89° 47' 20" W, a distance of 305.39 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 49' 55" W, a distance of 465.82 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 48' 09" W, a distance of 2,167.88 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the northwest corner of said Mustang Lakes Phase 2A, also being in the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8);

THENCE S 00° 13' 49" E, with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being west line of said Mustang Lakes Phase 2A, a distance of 1,721.82 feet to a 1/2 inch iron rod found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being an interior ell corner of said remainder of said Celina 682 Partners, L.P. tract;

THENCE S 89° 39' 02" W, with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being a north line of said Celina 682 Partners, L.P. tract, a distance of 1,986.38 feet to a 1 inch pipe found for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being an interior ell corner of Wilson Creek Estates 2, and addition to the City of McKinney, Texas, according to the plat thereof recorded in Document Number 98-0015033, Official Public Records, Collin County, Texas;

THENCE N 00° 18' 19" W, with a west line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the most northern east line of said Wilson Creek Estates

2, a distance of 213.89 feet to a 1/2 inch iron pipe found for an interior ell corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the northeast corner of said Wilson Creek Estates 2;

THENCE S 89° 40' 43" W, with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the most northern line of said Wilson Creek Estates 2, a distance of 1,120.91 feet to a 1 inch iron pipe found for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the northwest corner of said Wilson Creek Estates 2, also being in the east line of that tract of land conveyed to Donald L. Vest and wife, Julie Ann Vest, according to deed recorded in Volume 1344, Page 66, Deed Records, Collin County, Texas;

THENCE N 00° 19' 48" W, with the west line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the east line of said Donald L. Vest and wife, Julie Ann Vest tract and the east line of that tract of land conveyed to Celina Ownsby Coit, LLC, according to deed recorded in Document Number 20180816001026240, Official Public Records, Collin County, Texas, a distance of 2,456.94 feet to a 1/2 inch iron pipe found for the northwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the northeast corner of said Celina Ownsby Coit, LLC tract, also being in the south line of that tract of land conveyed to Celina Titus, LLC, according to deed recorded in Document Number 20160401000388930, Official Public Records, Collin County, Texas;

THENCE N 89° 40' 51" E, with the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the south line of said Celina Titus, LLC tract, a distance of 1,507.21 feet to a 1/2 inch iron rod found in the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), and being the southeast corner of said Celina Titus, LLC tract, same being the southwest corner of that tract of land conveyed to City Global Investments, LLC, according to deed recorded in Document Number 20151130001493760, Official Public Records, Collin County, Texas;

THENCE N 89° 36' 59" E, with the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the south line of said City Global Investments, LLC tract, a distance of 680.76 feet to a 1/2 inch iron rod found in the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), and being the southeast corner of said City Global Investments, LLC tract, same being the southwest corner of that tract of land conveyed to Donald T. Koch, as trustee of the surviving grantor's revocable trust, according to deed recorded in Document Number 20170616000785220, Official Public Records, Collin County, Texas;

THENCE N 89° 46' 39" E, with the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the south line of said Donald T. Koch, as trustee of the surviving grantor's revocable trust tract, a distance of 869.09 feet to a 1/2 inch iron rod with cap stamped "DAA" set in the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), and being the southeast corner of said Donald T. Koch, as trustee of the

surviving grantor's revocable trust tract, same being the southwest corner of said Tract 4 of Collin County Two Trees Investments, LP tract;

THENCE N 00° 36' 33" W, with the west line of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the east line of said Donald T. Koch, as trustee of the surviving grantor's revocable trust tract, a distance of 2,566.39 to the **POINT OF BEGINNING** and containing 556.836 acres of land, more or less.

6:\PROJECTS C3D\190205\dwg\1 0020-LTB.dwg, 16020-LTB, 12/19/2016 1:39:37 PM, j.melton, Dowdy, Anderson & Associates, Inc., jlm

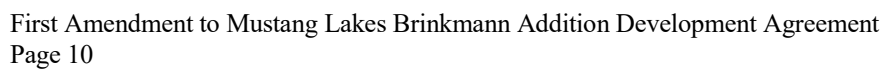
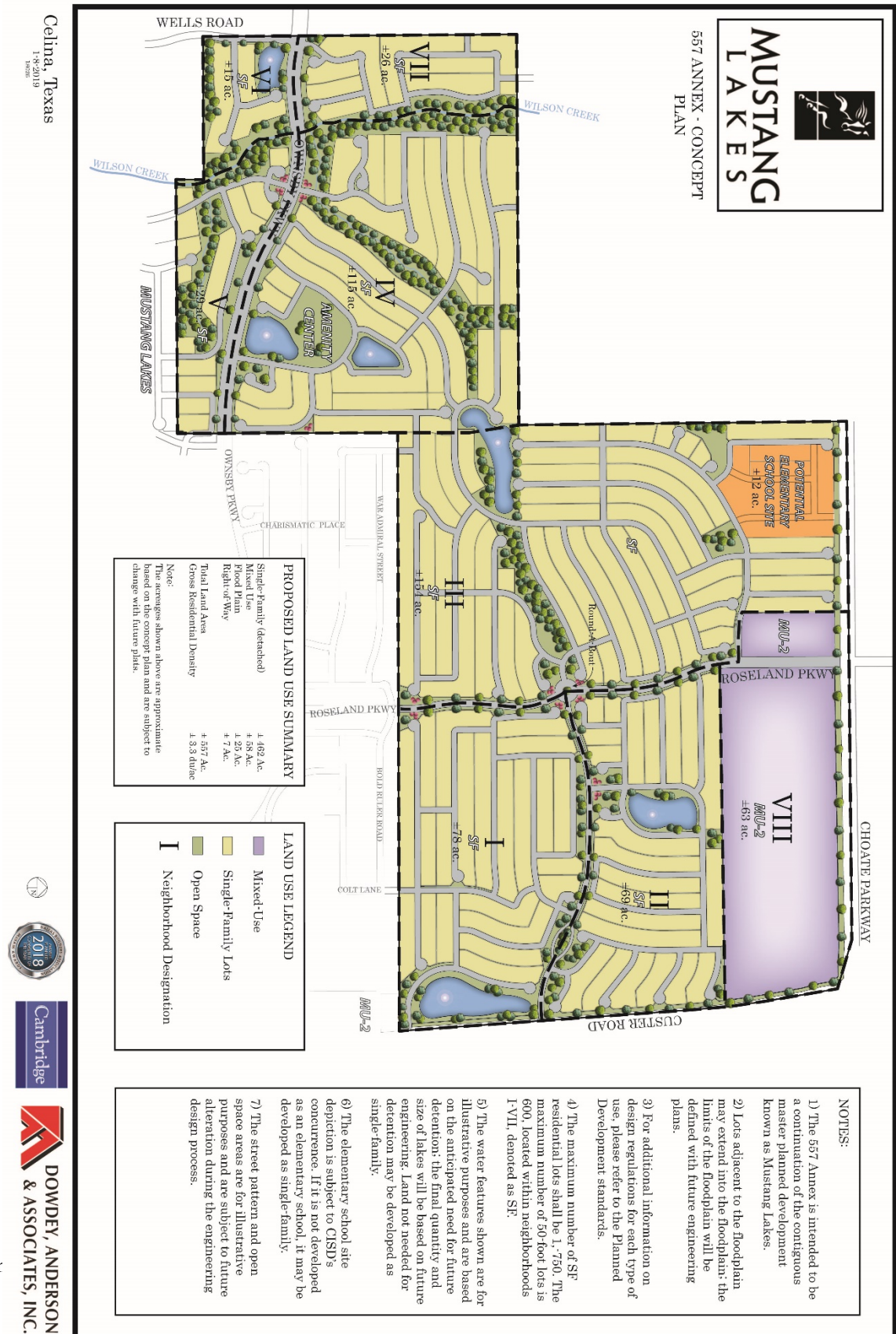


Exhibit C—Appendices “A” through “F” to Exhibit D of Agreement
Appendix “A”



Appendix "B"



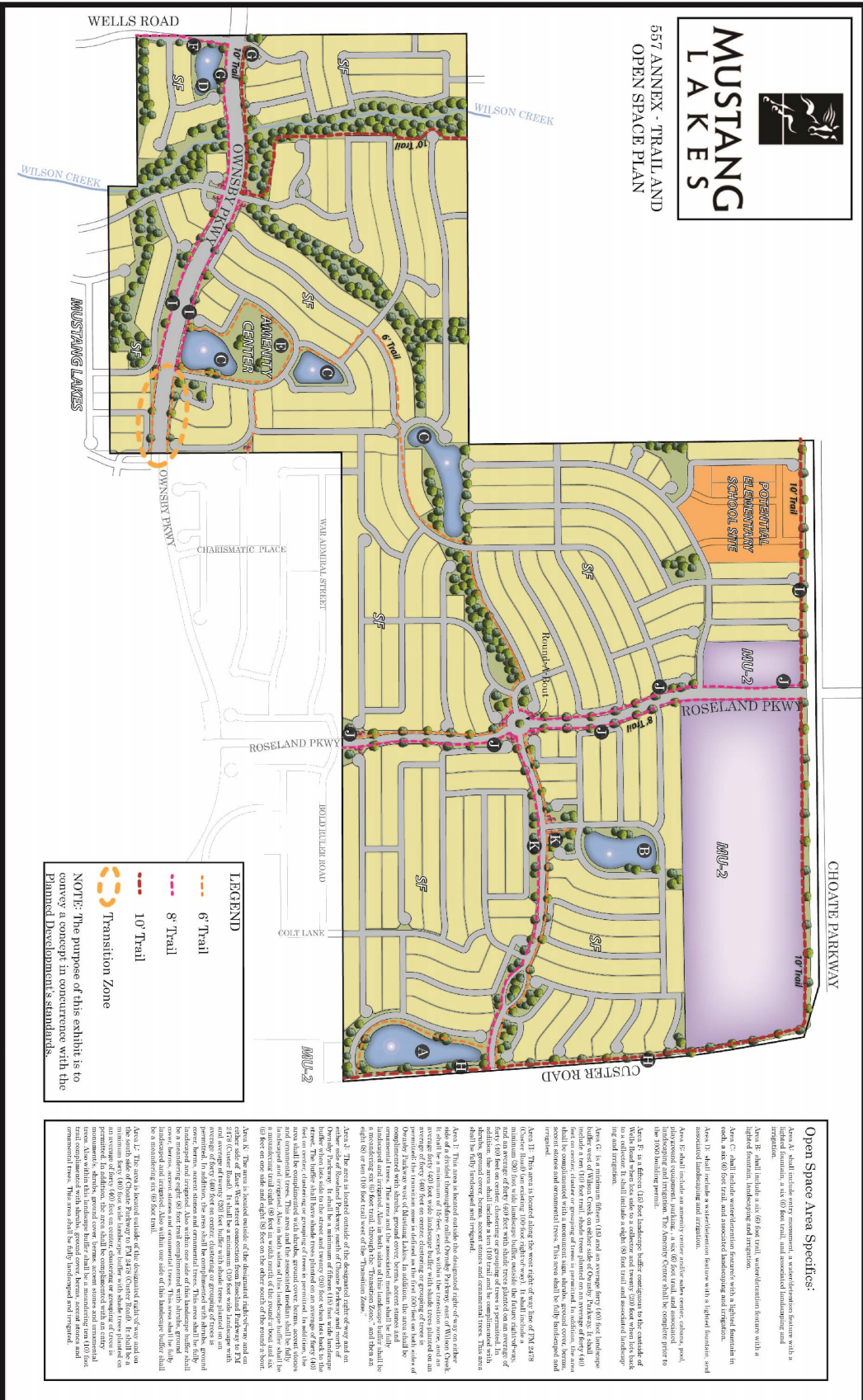
Celina, Texas
1-8-2019
18726



Cambridge

DOWDEY, ANDERSON & ASSOCIATES, INC.

Appendix "C"



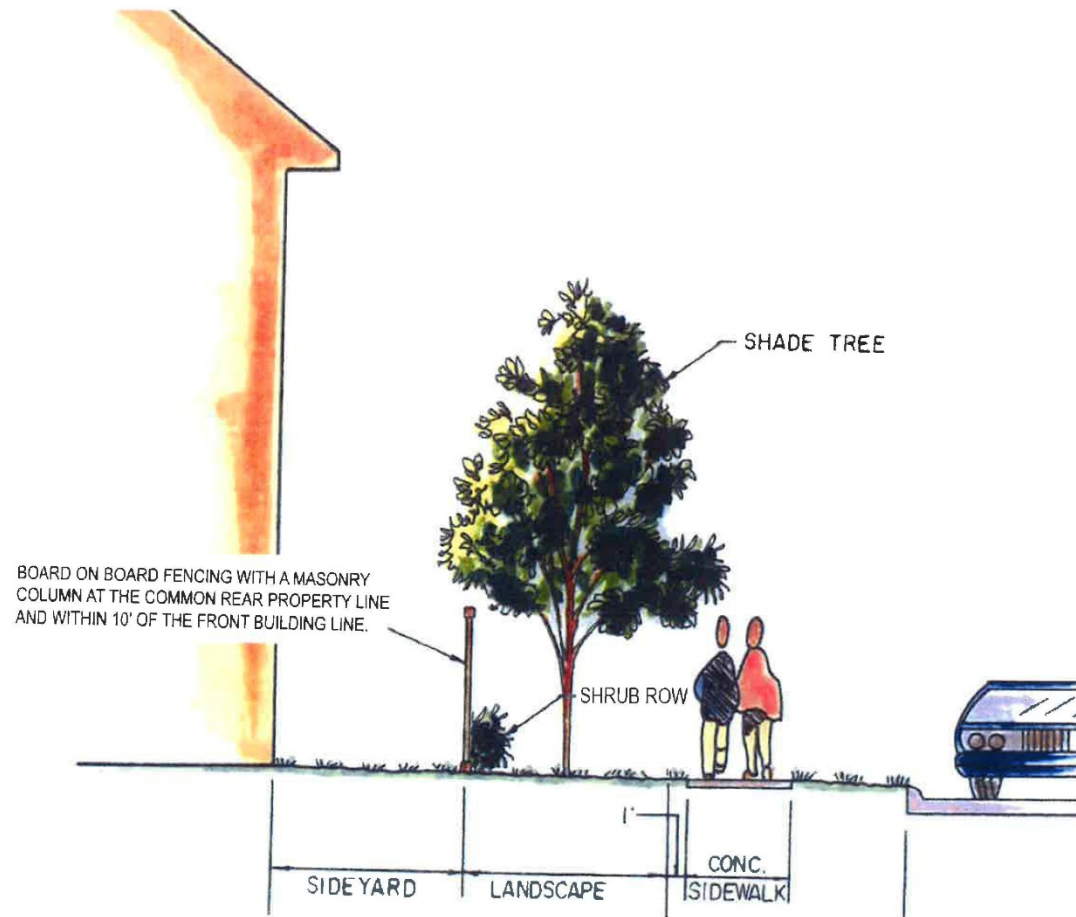
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Cambridge

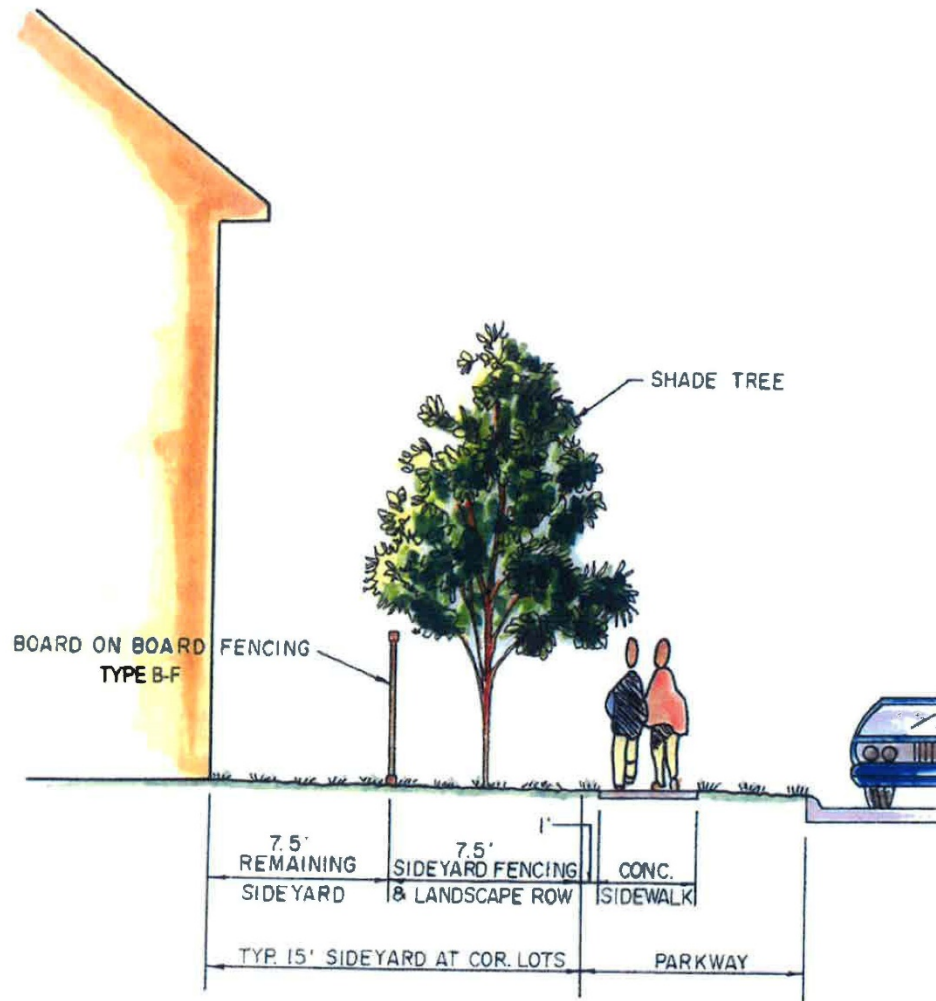
DOWDEY, ANDERSON & ASSOCIATES, INC.

Appendix "D"



Side Yard Fencing Detail - Collector Street

Appendix "E"



Side Yard Fencing Detail - Residential Street

**Appendix “F”
Modern Farmhouse Architecture Depiction**



**SECOND AMENDMENT TO AMENDED &
RESTATED DEVELOPMENT AGREEMENT**
(Lakes at Mustang Ranch Development)

This Second Amendment to Amended and Restated Development Agreement (this “**Amendment**”) is executed by and between **Celina 682 Partners, L.P.**, a Texas limited partnership (“**Owner**”); and the **City of Celina, Texas**, a home-rule municipality (the “**City**”) (Owner and the City are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”) to be effective on the last date it is signed by all Parties (the “**Effective Date**”).

RECITALS

WHEREAS, Owner and the City are parties to that certain Amended and Restated Development Agreement between the Parties that was entered into as of October 23, 2014 (the “**Original Development Agreement**”) and recorded in the Official Public Records of Collin County, Texas, as Instrument Number 20141107001222280 and subsequently amended on April 13, 2018 (the “**Agreement**”) pertaining to approximately 682 acres of real property described in Exhibits A and B to the Agreement and this Amendment (the “**Property**”);

WHEREAS, the Agreement addressed matters related to the development of the Property;

WHEREAS, all capitalized terms in this Amendment shall be as defined in the Original Development Agreement unless otherwise defined herein; and

WHEREAS, the Parties have determined that they have the authority to enter into this Amendment;

WHEREAS, it is the intent of this Amendment to establish certain legally binding restrictions and commitments to be imposed upon the Property; and the City and the Owner are proceeding in reliance on the enforceability of this Amendment.

WHEREAS, Owner and the City now desire to amend the Agreement as hereinafter set forth;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the City hereby agree as follows:

ARTICLE I
AMENDMENT OF AGREEMENT

1.1 Section 7.0 of Exhibit D of the Agreement is hereby amended by adding Sec. 7.3 to read as follows:

As an alternative to the building, masonry, and other regulations provided in Sections 7.1 and 7.2 herein, if the minimum dwelling unit size is 3,000 square feet

and the lot width is 65-feet or more, the dwelling may have modern farmhouse architecture that is substantially similar to those depicted in Appendix “G” if the exterior elevations are approved in writing by the City Development Services Director.

1.2. The Agreement as amended by this Amendment shall continue in full force and effect.

1.3. Each Party acknowledges and agrees that this Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

1.4. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

1.5. Depictions of the modern farmhouse architecture, to be added as Appendix “G” to Exhibit D of the Agreement, are attached hereto as Exhibit C.

[Signature Pages to Follow]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:**CITY OF CELINA**

By: _____
 Name: Sean Terry
 Title: Mayor
 Date: _____

ATTEST:

By: _____
 Vicki Tarrant, City Secretary

THE STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

On _____, 2021, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

 Notary Public in and for the State of TEXAS

CELINA 682 PARTNERS, L.P.,
a Texas limited partnership

By: Celina 682 GP Partners, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____,
James J. Melino, President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2021, by James J. Melino, President of LLC Manager, Inc., a Texas corporation, on behalf thereof as the Manager of Celina 682 GP Partners, LLC, a Texas limited liability company, on behalf thereof as the General Partner of Celina 682 Partners, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for the State of TEXAS

Exhibit A

Property Description

BEING a tract of land located in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, Collin County, Texas and being a part of a called 632.051 acre tract of land described in Deed to Twin Eagles, Ltd. recorded in County Clerk's Document Number 96-0013989, Deed Records, Collin County, Texas and being a part of a called 12.686 acre tract of land described in Deed to Robert S. Folsom, Trustee of the Twin Eagles Qualified Personal Residence Trust recorded in County Clerk's Document Number 95-0093145, Deed Records, Collin County, Texas and being a part of a called 50.00 acre tract of land described in Deed to Twin Eagles Ltd. recorded in Volume 4826, Page 2205, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found in the North line of Farm-To-Market Road 1461, a variable width right-of-way, at the Southwest corner of a called 19.93 acre tract of land described in Deed to Debra Folsom Jarma and Don M. Jarma recorded in Volume 3790, Page 267, Deed Records, Collin County, Texas, said point being the Southeast corner of said 50.00 acre tract;

THENCE South 89 degrees 41 minutes 18 seconds West, along the North line of said Farm-To-Market Road 1461, a distance of 750.84 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner, from which a 1/2 inch iron found bears South 76 degrees 31 minutes 14 seconds West, a distance of 2.08 feet;

THENCE South 89 degrees 16 minutes 18 seconds West, continuing long the North line of said Farm-To-Market Road 1461, a distance of 231.01 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the Southwest corner of Lot 30, Block C of TWELVE OAKS PHASE II, an Addition to Collin County, Texas according to the Plat thereof recorded in Cabinet P, Slide 486, Map Records, Collin County, Texas, from which a 1/2 inch iron rod with a yellow plastic cap stamped "EC&D RPLS 5439" bears South 06 degrees 27 minutes 24 seconds West, a distance of 0.32 feet;

THENCE North 00 degrees 54 minutes 55 seconds East, along the West line of said TWELVE OAKS PHASE II, a distance of 2,206.67 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set in the South line of said 632.051 acre tract at the Northeast corner of Lot 18, Block C of said TWELVE OAKS PHASE II, from which a 1/2 inch iron rod with a yellow plastic cap stamped "ROOME" bears South 50 degrees 24 minutes 07 seconds West, a distance of 0.44 feet;

THENCE South 89 degrees 37 minutes 23 seconds West, along the North line of said TWELVE OAKS PHASE II, a distance of 2,146.50 feet to a 3/8 inch iron rod found at the Southwest corner of said 632.051 acre tract;

THENCE North 00 degrees 07 minutes 29 seconds East, along the West line of said 632.051 acre tract, a distance of 1,637.32 feet to a point for corner in the approximate centerline of Wilson Creek and in the East line of Lot 5, Block A of WILSON CREEK ESTATES, an Addition to Collin County, Texas according to the Plat thereof recorded in Cabinet J, Slide 605, Map Records, Collin County, Texas;

THENCE Northerly, along the East line of said WILSON CREEK ESTATES and the approximate centerline of said Wilson Creek, the following five (5) courses and distances;

North 39 degrees 31 minutes 50 seconds East, a distance of 1.00 feet to a point for corner;

North 14 degrees 09 minutes 54 seconds East, a distance of 67.24 feet to a point for corner;

North 01 degrees 45 minutes 24 seconds West, a distance of 113.30 feet to a point for corner;

North 08 degrees 43 minutes 39 seconds West, a distance of 137.99 feet to point for corner;

North 02 degrees 14 minutes 13 seconds West, a distance of 113.37 feet to point at the Southeast corner of WILSON CREEK ESTATES 2, an Addition to Collin County, Texas according to the Plat thereof recorded in Cabinet K, Slide 192, Map Records, Collin County, Texas;

THENCE Northerly, along the East line of said WILSON CREEK ESTATES 2 and the approximate centerline of said Wilson Creek, the following eight (8) courses and distances;

North 15 degrees 56 minutes 43 seconds East, a distance of 284.21 feet to point for corner;

North 27 degrees 49 minutes 29 seconds East, a distance of 53.72 feet to a point for corner;

North 13 degrees 03 minutes 17 seconds East, a distance of 109.39 feet to point for corner;

North 10 degrees 02 minutes 27 seconds West, a distance of 235.76 feet to point for corner;

North 04 degrees 58 minutes 53 seconds East, a distance of 56.26 feet to a point for corner;

North 05 degrees 12 minutes 56 seconds West, a distance of 121.33 feet to point for corner;

North 09 degrees 39 minutes 44 seconds West, a distance of 165.65 feet to point for corner;

North 01 degrees 30 minutes 36 seconds East, a distance of 45.98 feet to a point for corner in the South line of a called 185.094 acre tract of land described as Tract One in Deed to J. Baxter Brinkman recorded in County Clerk's Document Number 92-0052450, Deed Records, Collin County, Texas, from which a 3/4 inch iron rod found bears South 89 degrees 38 minutes 46 seconds West; a distance of 39.22 feet;

THENCE North 89 degrees 38 minutes 46 seconds East, along the common line of said 185.094 acre tract and said 632.051 acre tract, a distance of 1,947.39 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 14 minutes 27 seconds West, along the common line of said 185.094 acre tract and said 632.051 acre tract, a distance of 1,721.69 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the Southwest corner of a called 5.384 acre tract of land described as Tract Two in Deed to J. Baxter Brinkman recorded in County Clerk's Document Number 92-0052450, Deed Records, Collin County, Texas, from which a 1/2 inch iron rod found bears South 85 degrees 18 minutes 16 seconds West, a distance of 1.01 feet;

THENCE Easterly, along the common line of said 5.384 acre tract and said 632.051 acre tract, the following six (6) courses and distances:

North 89 degrees 48 minutes 09 seconds East, a distance of 2,167.88 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "COLLIS RPLS 1764" found for corner;

North 89 degrees 49 minutes 55 seconds East, a distance of 465.82 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner, from which a 1/2 inch iron rod found bears South 35 degrees 46 minutes 01 seconds West, a distance of 0.39 feet;

North 89 degrees 47 minutes 20 seconds East, a distance of 305.39 feet to a 1/2 inch iron rod found for corner;

North 89 degrees 51 minutes 51 seconds East, a distance of 816.05 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 89 degrees 56 minutes 24 seconds East, a distance of 311.73 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 89 degrees 42 minutes 42 seconds East, a distance of 330.59 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the Northwest corner of a called 1.0000 acre tract of land described in Deed to Danville Water Supply Corporation recorded in Volume 1992, Page 738, Deed Records, Collin County, Texas;

THENCE South 00 degrees 15 minutes 01 seconds East, along the common line of said 1.0000 acre tract and said 632.051 acre tract, a distance of 146.88 feet to a 1/2 inch iron rod found for corner;

THENCE North 89 degrees 44 minutes 59 seconds East, continuing along the common line of said 1.0000 acre tract and said 632.051 acre tract a distance of 299.37 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the West line of Farm-To-Market Road 2478, a variable width right-of-way, from which a 1/2 inch iron rod found bears South 89 degrees 44 minutes 59 seconds East, a distance of 0.33 feet;

THENCE Southerly, along the West line of said Farm-To-Market Road 2478, the following eight (8) courses and distances:

South 04 degrees 07 minutes 13 seconds East, a distance of 113.40 feet to a wood right-of-way marker found for corner;

South 03 degrees 46 minutes 13 seconds East, a distance of 525.05 feet to a 1/2 inch iron rod found for corner;

South 01 degrees 56 minutes 26 seconds West, a distance of 100.50 feet to a nail found in wood right-of-way marker for corner;

South 03 degrees 46 minutes 13 seconds East, a distance of 200.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner, from which a wood right-of-way marker found bears North 78 degrees 39 minutes 45 seconds West, a distance of 0.95 feet;

South 09 degrees 28 minutes 51 seconds East, a distance of 100.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 03 degrees 46 minutes 13 seconds East, a distance of 415.90 feet to a wood right-of-way marker found for corner at the beginning of a curve to the right having a central angle of 03 degrees 41 minutes 00 seconds, a radius of 5,679.58 feet and a chord bearing and distance of South 01 degrees 55 minutes 43 seconds East, 365.06 feet;

Southerly, along said curve to the right, an arc distance of 365.12 feet to a wood right-of-way marker found for corner;

South 00 degrees 05 minutes 13 seconds East, a distance of 2,278.15 feet to a 1/2 inch iron rod with a

yellow plastic cap stamped "DAA" set at the Northeast corner of a called 1.000 acre tract of land described in Deed to Rhea's Mill Baptist Church recorded in Volume 1745, Page 773, Deed Records, Collin County, Texas, from which a 1/2 inch square pipe found bears South 89 degrees 48 minutes 02 seconds West, a distance of 1.07 feet;

THENCE South 89 degrees 48 minutes 02 seconds West, a distance of 291.81 feet to a 1/2 inch iron rod found at the Northwest corner of said Rhea's Mill Baptist Church tract;

THENCE South 00 degrees 20 minutes 34 seconds East, a distance of 150.52 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the North line of Lot 4 of ROLLING MEADOWS ESTATES, an Addition to Collin County, Texas according to the Plat thereof recorded in Cabinet P, Slide 486, Map Records, Collin County, Texas;

THENCE South 89 degrees 40 minutes 07 seconds West, along the common line of said ROLLING MEADOWS ESTATES and said 632.051 acre tract, passing at a distance of 1,509.89 feet a 1 inch iron rod found at the Northwest corner of said ROLLING MEADOWS ESTATES and the Northeast corner of a called 81.104 acre tract described in Deed to Debra F. Jarma and Don M. Jarma recorded in County Clerk's Document Number 95-0092267, Deed Records, Collin County, Texas and continuing along the common line of said 81.104 acre tract and said 632.051 acre tract, in all for a total distance of 2,209.89 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 00 degrees 52 minutes 41 seconds West, along the common line of said 81.104 acre tract and said 632.051 acre tract, a distance of 421.13 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 89 degrees 27 minutes 07 seconds West, continuing along the common line of said 81.104 acre tract and said 632.051 acre tract, a distance of 1,159.85 feet to a 1/2 inch iron square pipe found at the Northwest corner of said 81.104 acre tract and the Northeast corner of a called 11.252 acre tract of land described in Deed to Debra F. Jarma and Don M. Jarma recorded in Volume 4973, Page 3420, Deed Records, Collin County, Texas;

THENCE South 89 degrees 24 minutes 47 seconds West, along the common line of said 11.252 acre tract and said 632.051 acre tract, a distance of 281.99 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the Northwest corner of said 11.252 acre tract;

THENCE Southerly, along the West line of said 11.252 acre tract, the following six (6) courses and distances:

South 00 degrees 55 minutes 08 seconds West, a distance of 420.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 14 degrees 29 minutes 02 seconds East, a distance of 241.26 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 00 degrees 55 minutes 08 seconds West, a distance of 320.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 12 degrees 45 minutes 08 seconds West, a distance of 449.55 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 19 degrees 10 minutes 32 seconds East, a distance of 436.57 feet to a 1/2 inch iron rod with a

yellow plastic cap stamped "DAA" set for corner;

South 33 degrees 22 minutes 42 seconds East, a distance of 288.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the West line of said 19.93 acre tract;

THENCE South 01 degrees 56 minutes 48 seconds West, along the West line of said 19.93 acre tract, a distance of 139.88 feet to the POINT OF BEGINNING and containing 681.999 acres of land, more or less.

Exhibit B

Map of Property

Exhibit C

APPENDIX “G”

Modern Farmhouse Architecture Depiction





Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: March 9, 2021
Re: ServPro - Development Agreement

Action Requested:

Consider and act upon a development agreement for Servpro; generally located at the southeast corner of Oklahoma Drive and Cherry Wood Lane, within the City Limits. (Servpro – Development Agreement) (Mohan)

Applicant:

Wilson SFTC, LLC
207 King Road, Suite #100
Frisco, TX 75034

Background:

Please refer to the attachment for additional information.

Supporting Documents:

- Draft Development Agreement

Staff Recommendation:

Staff recommends approval.

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
CHAPTER 380— SERVPRO**

This Economic Development Incentive Agreement (“Agreement”) is made by and among the City of Celina, Texas (the “City”), Celina Economic Development Corporation (the “CEDC”), B&B Property Group, LLC dba BB Property Group, LLC (the “Developer”), and David R. Rhodes & Kathryn L. Boyd (the parent tract Owner) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Developer is the owner of a portion of the real property described in Exhibit “A”, which is an approximately 7.836-acre tract of land in Celina, Collin County, Texas, identified as Property ID 982841 by the Collin County Appraisal District (the “Property”).

WHEREAS, the Developer intends to develop the Property a as a multi-lot, multi-building development; and

WHEREAS, the Developer intends to first build a minimum 11,520 square foot facility to initially be used for a ServPro business, in the location reflected as a 2.5 acre lot, and as more fully described in submittals filed by Developer with the City, in order to obtain a building permit (the “Facility”); and

WHEREAS, the Developer has advised the City and the CEDC that a contributing factor that would induce the Developer to construct the Facility would be an agreement with the City and the CEDC to participate in the costs of construction the Facility through economic development grants and incentives as set forth herein; and

WHEREAS, the City and CEDC desire to encourage new and expanded business enterprises within the City that will add employment opportunities, property tax base and generate additional sales tax and other revenue for the City; and

WHEREAS, the City intends to reduce impact fees assessed against the Developer for the construction and development of the Facility by 50%, per the recommendation of the CEDC; and

WHEREAS, CEDC intends to contribute an amount not to exceed fifty thousand and no/100 dollars (\$50,000.00) toward the cost of construction of the Facility; and

WHEREAS, as an incentive for the City to enter into this Agreement with Developer, Developer agrees to the City’s building materials and architectural standards for the Facility and all structures to be built on the Property, as described herein; and

WHEREAS, the promotion of new business enterprises and the expansion of existing businesses within the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide to promote local economic development and to stimulate business and commercial activity in the City and Chapter 395 to reduce impact fees for certain public infrastructure improvements; and

WHEREAS, the City has determined that reducing impact fees assessed against Developer for the construction and development of the Facility in accordance with this Agreement is in accordance with the City's Impact Fee Ordinance and the City's Economic Development Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; (iii) provide public infrastructure improvements needed to serve the Property; and (iv) promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the CEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Title 12, Subtitle C1, Chapter 501-505, Section 501.103 of the Texas Local Government Code (the "Act" or "Development Corporation Act") authorizes the CEDC to fund expenditures of site improvements and related improvements for projects; and

WHEREAS, the CEDC has determined that the CEDC Grant (hereinafter defined) for the construction of the Facility to be made hereunder is required or suitable to promote or develop new or expanded business enterprises and constitutes a "project," as that term is defined in the Act; and

WHEREAS, the CEDC has determined that making the grant for the construction of the Facility in accordance with this Agreement will further the objectives of the CEDC, will benefit the City and the City's inhabitants, and will promote or develop new or expanded business enterprises and stimulate business and commercial activity in the City; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Act" or "Development Corporation Act" shall have the meaning ascribed in the Recitals above.

“Agreement” shall have the meaning ascribed in the introductory paragraph above.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“CEDC” shall have the meaning ascribed in the introductory paragraph above.

“CEDC Grant” shall mean an economic development grant to defray a portion of the final verified costs to design and construct the Facility not to exceed fifty thousand and no/100 dollars (\$50,000.00), to be paid as set forth herein.

“City” shall have the meaning ascribed in the introductory paragraph above.

“Commencement of Construction” shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Facility, as the case may be; (ii) all necessary permits for the construction of the Facility, as the case may be, have been issued by the applicable governmental authorities; and (iii) construction on the Facility has commenced.

“Completion of Construction” shall mean that (i) construction of the Facility has been substantially completed, (ii) the City has inspected and accepted the Facility, and (iii) the City has issued a final certificate of occupancy for the Facility.

“Contributions” shall mean the CEDC Grant and the City’s reduction of impact fees, as described herein.

“Developer” shall have the meaning ascribed in the introductory paragraph above.

“Effective Date” shall have the meaning in Article II below.

“Expenditure Information” shall have the meaning ascribed in Section 3.2(c).

“Expiration Date” shall mean the date that all Parties have fully satisfied their respective obligations herein.

“Facility” shall have the meaning ascribed in the Recitals above.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless

caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer or any property or any business owned by the developer or any of its affiliates or related entities.

“Party” and “Parties” shall have the meaning ascribed in the introductory paragraph above.

“Payment Request” means a complete written request from the Developer to the CEDC, respectively, for payment of the CEDC Grant, accompanied by copies of invoices, bills, receipts and such other information as may reasonably be requested by the CEDC, reflecting the final, actual costs incurred and paid by the Developer for the design and construction of the Facility.

“Property” shall have the meaning ascribed in the Recitals above.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the City and/or the CEDC and the Developer.

Article II Term

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Projects

3.1 (a) Facility Construction Timeframe. The Developer shall design and construct, the Facility in accordance with this Agreement. Developer shall, subject to events of Force Majeure, cause Commencement of Construction of the Facility to occur not later than March 1, 2022, and subject to events of Force Majeure, cause Completion of Construction of the Facility to occur not later than January 1, 2023 after the Commencement of Construction.

(b) Development of the Property. The Developer understands and acknowledges that approval of a site plan for the Property by the City is required prior to Commencement of Construction of the Facility. The Developer shall submit and use diligent, good faith efforts to obtain from the City approval of a site plan, elevations and landscaping plan for the Facility not later than ninety (90) days after the Effective Date. The Facility shall be constructed and operated in accordance with the site plan, building elevations, and landscape plan approved by the City.

Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Developer represents that it will spend at least \$ 1,000,000 on the construction of the Facility.

3.2 Facility Construction Project.

(a) City Contribution. The City agrees, that if Commencement of Construction occurs by the deadline in Section 3.1(a), to reduce impact fees assessed against Developer for the construction and development of the Facility by 50% of the full amount of assessed impact fees. The City agrees to abandon all rights-of-way dedicated to the City over the Property, except for Cherrywood Lane where it is adjacent to Lots 1, 2, 3 and 4 thereon, as depicted in **Exhibit B** by replat to be prepared and submitted for City approval pursuant to City ordinance.

(b) CEDC Contribution. The CEDC agrees to contribute to the final verified actual costs of the design and construction of the Facility through the payment of the CEDC Grant. The initial payment of \$12,500.00 of the CEDC Grant shall be paid not later than thirty (30) days after the date the last of the following events to occur for each grant: (i) CEDC's receipt of the Payment Request; (ii) Completion of Construction of the Facility; (iii) CEDC verification of the final actual costs incurred and paid by the Developer for the design and construction of the Facility. The final payment of \$12,500.00 of the CEDC Grant shall be paid one year after the initial payment.

(c) Facility Construction Cost Verification. Following Completion of Construction of the Facility, but not later than thirty (30) days after Completion of Construction of the Facility, Developer shall submit to the CEDC a Payment Request accompanied by the receipts, records and invoices for the payment of the costs to design and construction of the Facility, and such other records as the City and the CEDC may reasonably request to verify such the final actual costs are at least \$500,000 on the construction of the Facility (the "Expenditure Information"). The City or the CEDC shall verify the Expenditure Information within thirty (30) days after receipt thereof and if a Payment Request is incomplete or if other information is necessary to approve a Payment Request, CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Expenditure Information.

Article IV Conditions to Contributions

4.1 The obligation of the CEDC and City to make the Contributions hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by the Developer, plus each of the terms and conditions set forth below:

(a) Payment Request. Developer shall have timely provided any Payment Request, or Expenditure Information. The CEDC and the City are entitled to verify the Expenditure Information before the CEDC Grant is paid.

(b) Good Standing. Developer shall not have an uncured breach of this Agreement or a Related Agreement.

(c) Construction. Commencement of Construction and Completion of Construction occur within the time required by this Agreement.

(d) Expenditure Information. Developer timely submits the Expenditure Information to the City and the CEDC and both entities verify that Developer incurred costs of at least \$500,000 on construction of the Facility.

(e) Celina Chamber of Commerce. Developer shall be a member of the Celina Chamber of Commerce during the term of this Agreement.

(f) Compliance with City Standards. Developer agrees that the Facility and all improvements constructed on the Property shall comply with the following and that the requirements of this paragraph shall be filed in the county land records and run with the land in perpetuity:

- (i) All building elevations shall conform to the provisions set forth in the City's approved architectural standards, as they exist or as may be amended in the future.
- (ii) *Developer has requested and the Parties agree that the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations in the zoning ordinance (as it existed on August 1, 2019) and other city ordinances, as subsequently amended, shall apply to the Property for forty-five (45) years, and Developer voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended.*

Article V Termination

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of all the Parties;
- (b) by the City and/or the CEDC, if the Developer defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) by the City or the CEDC, if any Impositions owed to the City or the State of Texas by the Developer shall have become delinquent (provided, however, the Developer retains the right to timely and properly protest and contest any such Impositions);

- (d) by the City or the CEDC if the Developer suffers an event of Bankruptcy or Insolvency;
- (e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
- (f) by the City or CEDC immediately if the Developer files any false documentation relating to the Expenditure Information submitted to verify the amount of any Payment Request;
- (g) by the City or CEDC, if any applicable building permits required for the Facility issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC and such default is not cured by Developer within thirty (30) days after written notice thereof; or
- (h) by the City or CEDC immediately upon the filing by Developer of any lawsuit against the City or CEDC.

5.2 Offsets. If, and only if, Developer is in default under this Agreement beyond any applicable notice and cure periods, the City and/or the CEDC may, at their option, but upon prior written notice to Developer, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City and/or the CEDC from the Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due the City and/or the CEDC has been reduced to judgment by a court. If the City and/or the CEDC exercise this right of offset, the City and/or the CEDC (as applicable) shall provide Developer with a detailed accounting of funds setting forth: (i) the amounts due under this Agreement, (ii) what portion of those amounts due under this Agreement were used to pay other debts due and payable to the City and/or the CEDC, and (iii) what other debts were paid and in what amounts.

Article VI Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto; provided, however the right of the Developer to receive the Contributions of the CEDC and the City shall be personal to the Developer and shall not transfer to the Developer's successors and assigns unless expressly agreed to in writing signed by the Parties and such successor/assignee.

6.2 Recordation. This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of Collin County. This Agreement binds and constitutes a covenant running with the Property..

6.3 Limitation on Liability. Except for the City and CEDC's obligations to provide the Contributions as set forth in this Agreement, the City and CEDC, and its past, present, and future officers, employees, contractors and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Facility and/or the Property, and Developer hereby waives any and all claims against the City and CEDC for any injury to persons or damage to

property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees or agents of the City or CEDC, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the Parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City and CEDC assume no responsibilities or liabilities to third parties in connection with these actions.

6.4 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.5 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. 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.

6.6 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 City, to:

Attn: City Manager
City of Celina, Texas
142 N. Ohio Street
Celina, Texas 75009

If intended for CEDC, to:

Attn: Executive Director
Celina Economic Development Corporation
104 N. Colorado Street
Celina, Texas 75009

If intended for Developer, to:

B&B Property Group, LLC dba as BB Property Group, LLC
In care of Wilson SFTC, LLC
Attn: Gene Difabritis, Owner
Celina Real Estate LP
1600 Dallas Pkwy Ste 100
Dallas, TX 75248

If intended for Parent Tract Owner, to:

David R. Rhodes & Kathryn L. Boyd
5 Meadowchase Trail
Longview, TX 75605

6.7 Entire Agreement. This Agreement is the entire Agreement among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement among the Parties that in any manner relates to the subject matter of this Agreement, except a Related Agreement.

6.8 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin or Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.9 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.10 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.12 Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all other Parties.

6.13 Recitals. The recitals to this Agreement are incorporated herein.

6.14 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.15 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.16 Consents and Approvals. Unless stated otherwise in this Agreement, whenever a Party is required to consent to or approve of the action of another Party pursuant to Agreement, such consent or approval shall not be unreasonably withheld, denied, or delayed.

6.17 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the CEDC grant herein and any other funds received by the Developer from the City and/or the CEDC as of the date of such violation within 120 days after the date the Developer is notified by the City and/or the CEDC of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this Section by a subsidiary, affiliate, or franchisees of the Developer or by a person or entity with whom the Developer contracts.

EXECUTED on be effective the 9th day of March, 2021.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

CELINA ECONOMIC DEVELOPMENT CORP.

By: _____
_____, President

B&B PROPERTY GROUP, LLC
DBA BB PROPERTY GROUP, LLC

By: _____
_____, Developer

DAVID R. RHODES & KATHRYN L. BOYD

By: _____
_____, Parent Tract Owner

Attachment: Draft Development Agreement (Servpro – Development Agreement)

**EXHIBIT “A”
PROPERTY DESCRIPTION**

MCILROY ADDITION, LOT 5-17 & 18A-22A

Attachment: Draft Development Agreement (Servpro – Development Agreement)

EXHIBIT B
RIGHT-OF-WAY TO BE ABANDONED



Attachment: Draft Development Agreement (Servpro – Development Agreement)



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kim Brawner, Executive Director of Public Services
Date: March 9, 2021
Re: Carmela Winery License Agreement

Action Requested:

Consider and act to authorize and execute a license agreement between the City of Celina and Carmela Winery for the occupation and usage of the City's alley adjacent to the property. (Glasgow)

Background Information:

This agreement allows Carmela Winery to occupy and use the City's alley adjacent to the property in a beneficial manner, provided that such use complies with the City's ordinances and policy for use of the right-of-way. This agreement also contains a purchase contract for the City to purchase approximately 0.0190 acres of the Winery's property for the downtown alley project.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Funds will be allocated from park funds.

Legal Review:

This license agreement has been reviewed by the City Attorney.

Supporting Documents:

- Proposed Agreement

Staff Recommendation:

Staff recommends approval.

STATE OF TEXAS §
 §
 COUNTY OF COLLIN § **REVOCABLE LICENSE AGREEMENT**

This Revocable License Agreement (the “**Agreement**”) is entered by and between the City of Celina, Texas (the “**City**”) and Carmela Winery, LLC; (the “**Licensee**”).

RECITALS:

WHEREAS, the City is a home rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072, Tex. Loc. Gov. Code, and its Home Rule Charter; and

WHEREAS, under Section 311.001 of the Texas Transportation Code, the City has exclusive control over and under the streets and alleys of the municipality; and

WHEREAS, the City owns certain downtown real property, specifically a public alley (the “**Alley**”) generally depicted in **Exhibit A**, attached hereto and incorporated herein, behind and adjacent to the property of Licensee; and

WHEREAS, Licensee owns property that is adjacent to the Alley and is a portion of Celina Original Donation, Block 6, Lot 1B, 2B, 3B, 4B, 5B (the “**Licensee Property**”), depicted in **Exhibit B**, attached hereto and incorporated herein, which City desires to purchase and develop; and

WHEREAS, the City desires to develop a portion of the Alley and the Licensee Property into a public pedestrian space and private patio space, in a manner depicted in **Exhibit C**, attached hereto and incorporated herein (for the portion on the Licensee Property, the “**Improvements**); and

WHEREAS, in exchange for the City’s development of the Alley and Licensee Property, Licensee agrees to maintain, furnish, and care for the Licensee Property and Improvements; and

WHEREAS, the City and Licensee desire to enter into this Agreement to permit Licensee to utilize the Licensee Property in a beneficial manner, provided that such use complies with the City’s ordinances and policy for use of the right-of-way; and

WHEREAS, the City agrees that it will install the Improvements at no cost to Licensee, and that after the Improvements are installed, the City will own and the Licensee will perpetually maintain the Improvements located on the Licensee Property (including, but necessarily limited to, maintenance, irrigation and electricity) to ensure that the Improvements remain in good shape and are aesthetically pleasing.

NOW, THEREFORE, for and in consideration of the Ten and No/100 Dollars (\$10.00), the mutual covenants and obligations set forth herein, and other good and valuable consideration, the City and Licensee do hereby agree as follows:

AGREEMENT:

1. **Incorporation of premises.** The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

2. **Purchase of Licensee Property.** Simultaneously with the execution of this Agreement, Licensee and City shall execute a contract (“**Purchase Contract**”) for the purchase of a portion of the Licensee Property, as shown in **Exhibit D** and incorporated herein. City shall obtain final approval from Licensee for the design and construction to any recreational improvements to Licensee Property. It is the City’s intention to install high-end recreational improvements to the Licensee Property. Maintenance, repair, and any other associated costs related to Licensee Property shall be paid by the City.

3. **Grant of license.** The City does hereby grant to Licensee a revocable, non-exclusive license to occupy the Licensee Property, as shown in **Exhibit A**. Licensee shall occupy this area in full compliance at all times with all of the following conditions:

- (a) Licensee shall maintain an ADA accessible pathway within the Improvements;
- (b) No use of the Property or the Improvements is permitted except as provided in this Agreement;
- (c) Licensee may use the Improvements only as permitted by City ordinances, including those related to the sale of alcohol, if applicable;
- (d) Licensee is responsible for furnishing and maintaining the Improvements and the costs of same;
- (e) Licensee is responsible for the costs of any utilities provided to the Improvements;
- (f) The Improvements shall be maintained in safe, neat and good physical condition; and
- (g) Licensee shall provide written notice, in accordance with Section 13(d), within 24 hours of Licensee’ observation of a defect in the pavement or any other condition in the Licensee Property that might pose a danger or harm to the public or persons occupying or passing through the Licensee Property. If such defect is the result of Licensee’ use of the Improvements, Licensee shall reimburse the City for the cost of repair.

4. **Installation, Ownership and Maintenance of Improvements.** City shall install Improvements within the Licensee Property at no cost to the Licensee. Once the Improvements are constructed (including landscaping, irrigation, or electrical components, if any), ownership of the Improvements shall remain with the City, and the Licensee shall be required, at their sole cost, to perpetually maintain the Improvements to ensure that the Improvements remain in good shape and are aesthetically pleasing. The Licensee specifically acknowledges that this Agreement does not provide exclusive rights to improve the Licensee Property.

5. **Term/Consideration.** This Agreement and the revocable license granted herein shall become effective on the latest date executed by a party, as indicated below, following (a) approval by the Celina City Council, and (b) execution of the Purchase Contract, and thereafter automatically renew annually, subject to termination as set forth in Section 12 hereof. Licensee’s agreement to

maintain the Improvements on the Licensee Property, to pay for utilities to serve the Licensee Property, and to fulfill all other obligations created hereunder shall be the consideration to be paid by the Licensee to the City for the revocable license and privilege granted by this Agreement, and other good and valuable consideration as herein provided. Notwithstanding the foregoing, this Agreement shall be void ab initio should City and Licensee fail to enter into the Purchase Contract and complete closing as required therein.

6. Non-exclusive license. This revocable license is not exclusive, and is subject and subordinate to: (a) the right of the City to use the Licensee Property for any purpose; (b) any existing utility, drainage or communication facility located in, on, under or upon the Licensee Property; (c) all vested rights presently owned by any utility or communication company; (d) any existing license, lease, easement, or other interest heretofore granted by the City; and (e) the terms and conditions of this Agreement.

7. Environmental Protection. To the extent such regulations are applicable, Licensee shall not use or permit the use of the Licensee Property for any purpose that may be in violation of any laws of the State of Texas or ordinances of the City. Licensee warrants that the permitted use of the Licensee Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Licensee Property, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Licensee Property. Licensee shall indemnify and hold City harmless against all costs, environmental clean up to the Licensee Property and surrounding area resulting from Licensee' use of the Licensee Property under this Agreement.

8. Duration of License. This Agreement shall terminate and be of no further force and effect in the event Licensee discontinues or abandons the use of the Improvements or in the event City removes the Improvements from the Licensee Property or upon termination by City, whichever event first occurs; or, in the event that City abandons the Licensee Property, then this Agreement shall be of no further effect.

9. Hold Harmless; Relocation. Licensee agrees to hold the City harmless from and against (a) any financial responsibility for removing or relocating the Improvements, if the City determines, in its sole discretion, that the then-current location of the Improvements will unreasonably prevent the City's use and enjoyment of the Licensee Property, and (b) any damage to the Improvements. In the event the City determines that the Improvements must be removed or relocated from the Licensee Property, the City agrees that, if requested by Licensee, the City will allow the Improvements to be relocated (at Licensee's sole cost and expense) within the Licensee Property if reasonably practicable and to the extent only that such relocation strictly conforms with all provisions of the City's Code of Ordinances.

In the absence of an emergency, the City will provide Licensee written notice of the need to remove the Improvements from the Licensee Property. Licensee shall have thirty (30) days from the date of the written notice to remove the Improvements. However, in case of an emergency which necessitates the immediate removal of the Improvements for access to such public property, the City shall have the right to remove the Improvements and shall not be responsible for any damages incurred

to such Improvements. Licensee shall reimburse City for any costs associated with the removal of the Improvements.

10. Insurance. Licensee shall purchase and maintain during the term of this Agreement commercial general liability insurance including personal injury liability, premises operations liability, liquor liability (if applicable), and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000. Coverage must be on an “occurrence” basis.

Such insurance shall: (i) be issued by a carrier which is rated “A-1” or better by A.M. Best’s Key Rating Guide and licensed to do business in the State of Texas, and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Certified copies of all of such policies shall be delivered to the City upon the execution of this Agreement; provided, however, that the City, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of certificates of insurance together with the declaration page of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

The City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by the City.

11. INDEMNITY. LICENSEE SHALL INDEMNIFY THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS AGAINST, AND HOLD THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM, ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, CLAIMS, DAMAGES, COSTS OR FEES, INCLUDING REASONABLE ATTORNEY’S FEES AND COSTS OF DEFENSE, FOR ANY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ON USE OF THE LICENSEE PROPERTY, ANY ACT OR OMISSION OF LICENSEE, ITS OFFICERS, EMPLOYEES AND AGENTS UNDER THIS AGREEMENT, AND ANY ACT OR OMISSION OF THE CITY, SPECIFICALLY INCLUDING THE CITY’S NEGLIGENCE. THE PROVISIONS OF THIS PARAGRAPH ARE CONSPICUOUS AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

12. Termination. This License may be terminated:

(a) By the City:

(i) in the event Licensee fails to comply with any of the terms of this Agreement within ten (10) days after receipt of notice by Licensee from the City of such failure to comply;

(ii) in the event Licensee discontinues or abandons the use of the Licensee Property for the purposes set forth herein;

(iii) at any time upon thirty (30) days’ written notice by the City to Licensee; or

(iv) at such time as Licensee no longer maintains the Improvements within ten (10) days after receipt of notice by Licensee from the City of such failure to maintain the Improvements.

(b) At any time by Licensee upon thirty (30) days' written notice by Licensee to the City.

(c) At such time as this Agreement may be terminated for any reason whatsoever, City may cause the Improvements to be removed or relocated in the Licensee Property and shall restore such Licensee Property to substantially the condition prior to installation of the Improvements at Licensee's sole expense.

13. Miscellaneous.

(a) Compliance with laws. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over Licensee and the Improvements, including but not limited to the City.

(b) Assignment. The rights, duties and responsibilities hereunder shall not be assigned, conveyed or otherwise transferred by Licensee without the prior written consent of the City.

(c) Force Majeure. Each party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement; however, in the event that a party is unable, due to any cause beyond its reasonable control, whether foreseeable or not (including, without limitation, lockout, inability to procure labor or materials, failure of power, riots, insurrection, war, adverse weather conditions, fire or other casualty, widespread disease, epidemic or pandemic and/or related governmental response or measures associated therewith) (a "**Force Majeure**"), to perform its obligations under this Agreement, then the obligations affected by such Force Majeure shall be temporarily suspended. Within ten (10) business days after the occurrence of a Force Majeure, the party claiming the right to temporarily suspend its performance, shall give written notice to the other party, including a detailed explanation of the Force Majeure, a description of the commercially reasonable efforts that will be taken to remedy or mitigate the Force Majeure, and resume full performance at the earliest possible time, otherwise the party shall only have thirty (30) days to resume performance.

(d) Notices. Any notice provided for herein shall be given by written instrument, personally delivered or sent by certified mail, return receipt requested, and addressed to:

To the City: City of Celina
 142 North Ohio Street
 Celina, Texas 75009
 Attention: City Manager
 Telephone: (972) 283-2682
 Facsimile: (972) 382-3736
 Email: jlaumer@celina-tx.gov

With a copy to: Julie Fort
 Messer, Fort & McDonald, PLLC
 6371 Preston Road, Suite 200
 Frisco, Texas 75034
 Telephone: (972) 668-6400
 Email: Julie@txmunicipallaw.com

To the Licensee: Carmela Winery, LLC
 132 N. Louisiana St.
 Celina, TX 75009
 Telephone: (214) 202-3002
 Email: janselmo@carmelawinery.net

(e) Governing Law; Venue. This License Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this License Agreement are performable in the county where the Licensee Property is located. Venue for any action under this License Agreement shall be in the county where the Licensee Property is located.

(f) Legal Construction. In case any one or more of the provisions contained in this License Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the License Agreement, and this License Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this License Agreement.

(g) Entire Agreement. This License Agreement and the Purchase Contract represent the entire and integrated agreement between the City and Licensee relative to the Licensee Property and Improvements, and supersede all prior negotiations, representations and/or agreements, either written or oral.

(h) Exhibits. The exhibits attached to this Agreement are incorporated herein by reference.

(i) Amendment. This Agreement may not be altered, waived, amended or extended except by an instrument in writing signed by the City and Licensee.

(j) Authority to execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this License Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

(k) Recitals. The recitals to this Agreement are incorporated herein by reference.

(l) Covenant Running with the Land. The provisions of this Agreement are hereby declared covenants running with the Licensee Property minus the property reflected in Exhibit D (the “**Adjacent Property**”) and are fully binding on the Licensee and each and every subsequent owner of all or any portion of the Adjacent Property but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of the Licensee which acquire any right, title, or interest in or to the Adjacent Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Adjacent Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Adjacent Property and Licensee Property.

EXECUTED at Collin County, Texas on the day and year first written above.

CITY OF CELINA, TEXAS

LICENSEE:

By: _____
Jason Laumer, City Manager

By: _____
Name:
Title:

ATTEST:

ATTEST:

By: _____
Vicki Tarrant, City Secretary

By: _____
Name:
Title:

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

This instrument was acknowledged before me on this ____ day of _____, 2021,
 by **Jason Laumer, City Manager** of the City of Celina, Texas, on behalf of said City.

(SEAL)

 Notary Public in and for
 the State of Texas

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

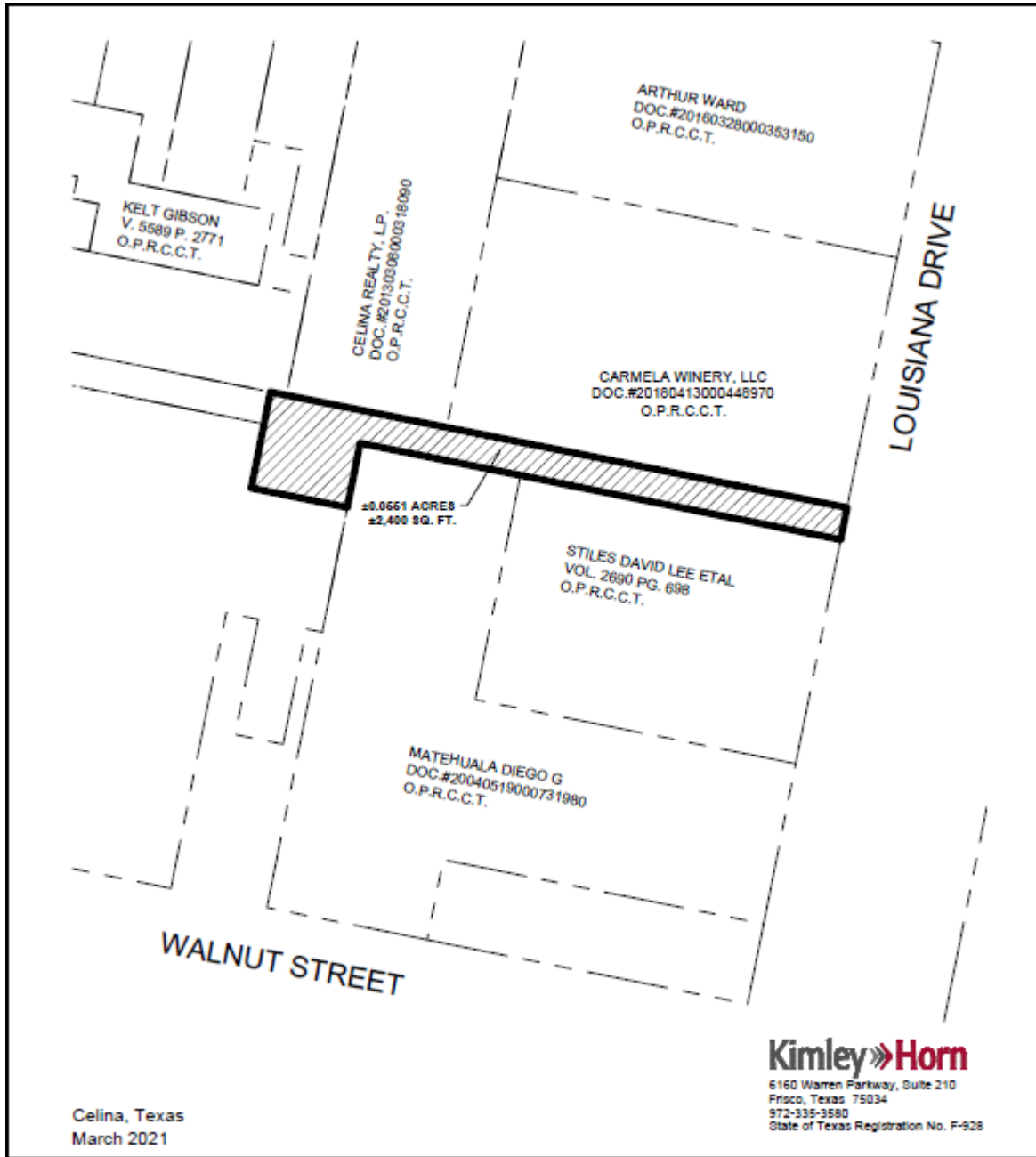
This instrument was acknowledged before me on this ____ day of _____, 2021,
 by _____, _____ of the Licensee, on behalf of Carmela Winery, LLC.

(SEAL)

 Notary Public in and for
 the State of Texas

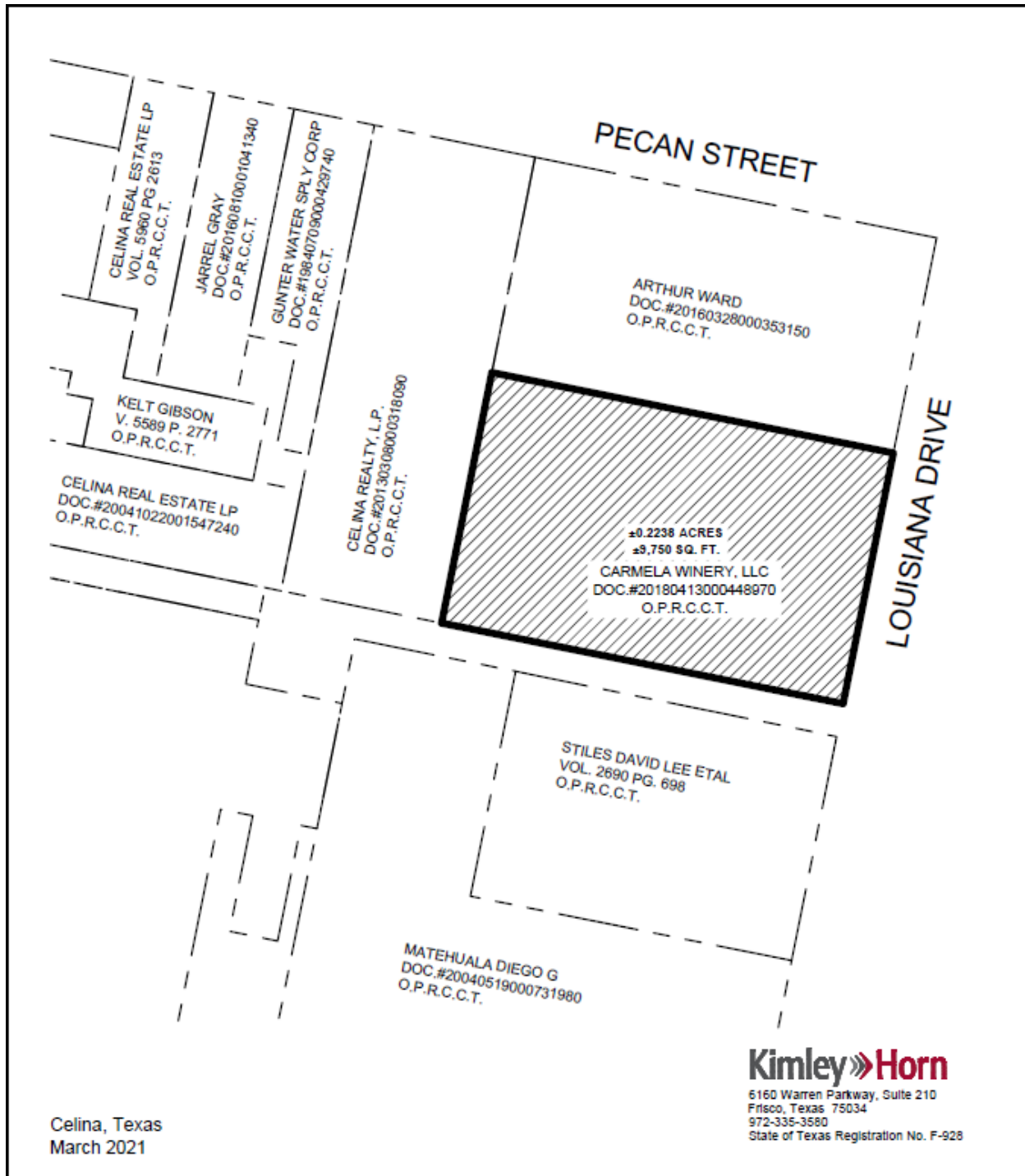
After recording, return to:
 Vicki Tarrant, City Secretary
 City of Celina
 142 North Ohio Street
 Celina, TX 75009

EXHIBIT A
Depiction of Alley



Attachment: Carmela Winery License Agreement 3.3.21 MFM Final (Carmela Winery License Agreement)

EXHIBIT B
Depiction of Licensee Property



Attachment: Carmela Winery License Agreement 3.3.21 MFM Final (Carmela Winery License Agreement)

EXHIBIT C

The Improvements

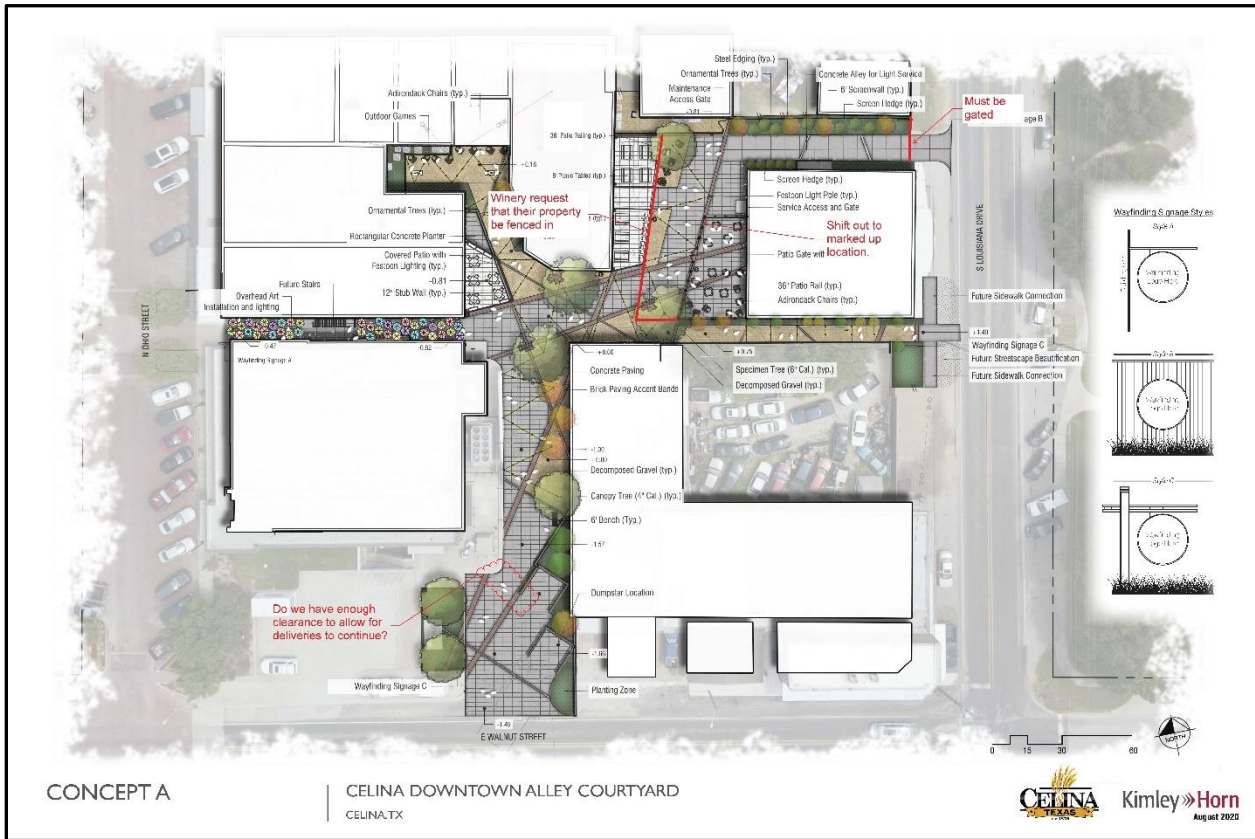
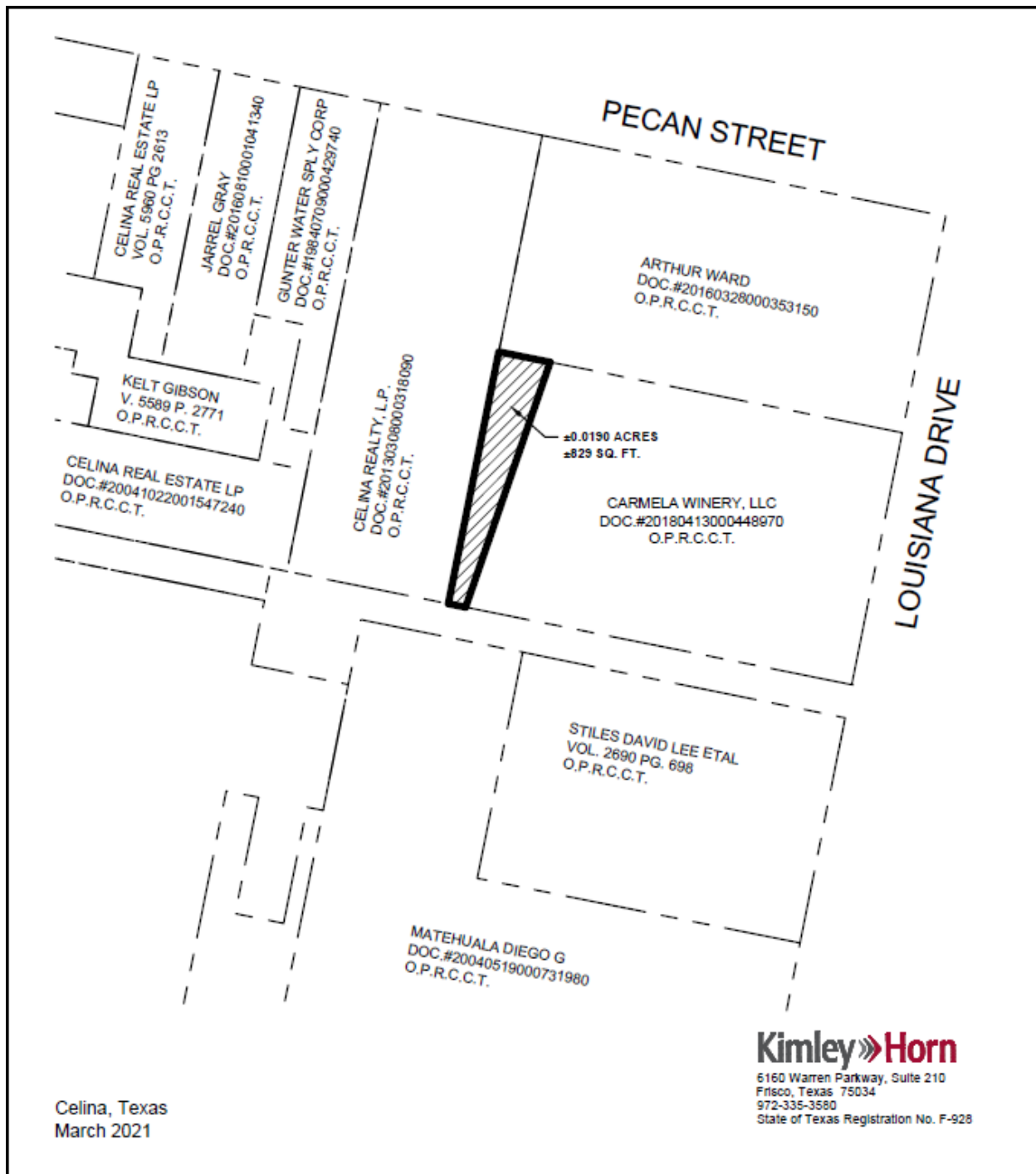


Exhibit D
Property to be Subject of the Purchase Contract



Attachment: Carmela Winery License Agreement 3.3.21 MFEM Final (Carmela Winery License Agreement)

Exhibit D continued
Property to be Subject of the Purchase Contract

LEGAL DESCRIPTION**0.0190 ACRES**

BEING a tract of land situated in the John Willock Survey, Abstract No. 975, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to Carmela Winery, LLC, according to the document filed of record in Document No. 20150413000445570, Official Property Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the east line of that tract of land conveyed to Celina Realty L.P., according to the document filed of record in Document No. 20130305000315090 (O.P.R.C.C.T.) for the northwest corner of said Carmela Winery tract, same being the southwest corner of that tract of land conveyed to Arthur Ward, according to the document filed of record in Document No. 20150328000353150 (O.P.R.C.C.T.) and being the northwest corner of this tract;

THENCE South 78°39'55" East, with the north line of said Carmela Winery tract, same being common with the south line of said Ward tract, a distance of 15.89 feet to a point in said common line for the northeast corner of this tract, from which the northeast corner of said Carmela Winery tract, same being the southeast corner of said Ward tract bears South 78°39'55" East, 109.11 feet, from said corner a 1/2" iron rod found for reference to said corner bears South 78°29'55" East, 0.18 feet;

THENCE South 19°00'54" West, leaving said common line, a distance of 78.71 feet to a point in the south line of the said Carmela Winery tract for the southeast corner of this tract, from which the southeast corner of said Carmela Winery tract bears South 78°39'55" East, 119.62 feet, from said corner a cut "X" in concrete found for reference to said corner bears South 71°29'52" East, 0.70 feet;

THENCE North 78°39'55" West, with said south line, a distance of 5.37 feet to a point for the southeast corner for the above-mentioned Celina Realty L.P. tract, same being the southwest corner of said Carmela Winery tract and this tract;

THENCE North 11°20'05" East, with the east line of said Celina Realty, L.P. tract, same being common with the west line of said Carmela Winery tract and this tract, a distance of 75.00 feet to the **POINT OF BEGINNING** and containing 941 square feet or 0.0190 acres of land, more or less.

Attachment: Carmela Winery License Agreement 3.3.21 MFEM Final (Carmela Winery License Agreement)



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Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Swapna Konda, Engineer
CC: Andy Glasgow, Director of Engineering
Date: March 9, 2021
Re:

Action Requested:

Consider and act to authorize an agreement for engineering services for the design of 12-inch waterline along Frontier Pkwy: Preston Hills Cir. to Lilyana for an amount not to exceed \$56,300.00. (Glasgow)

Background Information:

The scope includes engineering and construction services by Freese & Nicholas for the design of waterline along Frontier Pkwy from Preston Hills Cir. to Coit Rd.

The City maintains an executed Master Service Agreement with Freese & Nicholas for on-call engineering services. Staff has requested Freese & Nicholas to provide services for the above project.

Alternatives:

Council may reject authorization of the agreement and direct staff.

Financial Considerations:

Funding source is from utility impact fee.

Legal Review:

Standard contract documents have been used and previously reviewed.

Supporting Documents:

Agreement.

Staff Recommendation:

Authorize the engineering services agreement.



WORK AUTHORIZATION

MAPS # _____ **MAPS DATE:** March 26, 2015

Pursuant to and subject to the above referenced Master Agreement for Professional Services (MAPS), between the City of Celina, Texas (Owner') and Consultant listed below; Owner requests that Consultant perform, and Consultant agrees to perform, the work described below.

Consultant:	Freese and Nichols, Inc.		
Consultant Project #:	CEL16567		
Project Name:	Frontier Pkwy WL: Preston Hills to Lilyana		
Purchase Order#		Project #(s)	W16

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month, billed by the 10th of the following month.
Invoice Mailing Instructions: Electronic Submission is preferred.	Email to: accountspayable@celina-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

- Work Site:** Consultant Offices unless otherwise stated.
- Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
- Drawings / Plans are / are not attached.**
- Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
- Other:**

CONSULTANT PROVIDED INFORMATION:

- Scope of Work:** See Exhibit A.

- Compensation:**

The total project compensation is **\$56,300.00**. The basic services (lump sum) compensation is **\$55,200.00** and special service (hourly) compensation is **\$1,100.00**.

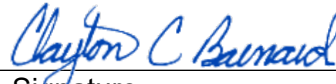
3. **Timeline:** **See Exhibit B.**

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

CITY OF CELINA

CONSULTANT



Signature

Clayton C. Barnard, P.E.

Principal/Vice President

Printed Name & Title

Printed Name & Title

Date

3/2/2021

Date

EXHIBIT A SCOPE OF SERVICES

Specific Scope of Work for the City of Celina - Frontier Pkwy Water Line Extension

PROJECT UNDERSTANDING

The original 12-inch water line design along Frontier Parkway included design from Preston Road to Coit Road. The section from Preston Road to Preston Hills Circle has been constructed and is in service. The remaining section to Coit Road had advance to a 90% design phase. During design and with coordination with TxDOT it was noted there would be a future expansion for Frontier Pkwy that would require additional roadway right-of-way (ROW). Securing water line easements outside and prior to the new ROW being established proved to be difficult and more costly. The remaining section from Preston Hills Circle to Coit was put on hold until TxDOT was able to establish their ROW.

TxDOT now has 100% plans adequate for the road expansion and redesign of the remaining 3,100 linear feet can be resumed. In addition to the 90% redesign, the city would like to extend the line approximately 800 feet east of the Coit Rd where the proposed 12-inch water line will tie into an existing water line. The proposed water line will shift inside the proposed TxDOT right of way for most of the alignment.

FNI will reference TxDOT's design files in the design of the proposed water line. These files include existing surveys, subsurface utility exploration, and geotechnical data. This information will be used in conjunction with the survey previously gathered with the original design. FNI will submit plans to TxDOT's Utility Installation Review (UIR) submittal process, but it is not anticipated that a Standard Utility Agreement (SUA) is necessary.

The City is to provide required construction contract documents to be utilized for bidding and constructing the project. FNI will use applicable City technical specifications and supplement with FNI technical specs as needed.

In the initial design, permanent and temporary construction easements were created. Many of these will not be needed. However, it is anticipated one permanent easement, two temporary construction easements will need to be revised and one Texas Power and Light encroachment agreement will need to be created. It is understood construction staging can be used in the new TxDOT ROW.

BASIC SERVICES – FNI shall render the following professional services as follows:

- A. DESIGN PHASE (12-inch water line along Frontier Parkway): FNI shall provide professional services in this phase as follows:
 1. FNI will review and merge TxDOT's proposed design files with the current water line design to determine the alignment of the proposed water line.
 2. Upon receipt of the OWNER's comments regarding the alignment adjustment, one (1) review meeting will be held to discuss the review comments and recommendations.
 3. Once the comments on the alignment have been confirmed from the OWNER, FNI will prepare revised 90% set documents. The submittal will include electronic copies of construction drawings, specifications, contract documents, bid proposal, updated schedule and updated opinion of probable

construction costs. In addition, the submittals will include electronic copies of the construction drawings in pdf format.

4. FNI will use Celina's construction contract documents and technical specifications when applicable. FNI's technical specifications will be utilized when necessary.
5. Upon receipt of the OWNER's comments on the 90% submittals, one (1) review meeting will be held to discuss the review comments and recommendations based on the 90% plans.
6. Once the 90% comments have been received from the OWNER, FNI will prepare 100% documents. The submittal will include electronic copies of the construction drawings, specifications, contract documents, bid proposal, updated schedule and updated opinion of probable construction costs. In addition, the submittal will include electronic copies of the construction drawings in pdf format.
7. Upon receipt of the OWNER's comments on the 100% submittals, one (1) review meeting will be held to discuss the review comments and recommendations based on the 100% plans.
8. Once the 100% comments have been received from the OWNER, FNI will prepare "final" documents. Provide "final" plans, specifications, contract documents, and bid proposals in accordance with the OWNER's bidding procedures. Electronic copies of the construction drawings, specifications, contract documents, bid proposals and opinion of probable construction costs will be provide to the OWNER during the bidding process. In addition, the submittals will include electronic copies of the construction drawings in pdf on CDs.
9. Upon completion of the design services and approval of "final" drawings and specifications by OWNER, FNI will submit these to the TCEQ for review and approval. The project may be advertised and reviewed by the TCEQ concurrently as directed by OWNER, however the project cannot start construction until TCEQ approval. In addition to TCEQ submittal, FNI will provide final drawings for TxDOT's Utility Installation Review (UIR).

B. BID OR NEGOTIATION PHASE. Upon completion of the design services and approval of 100% drawings and specifications by OWNER, FNI will proceed with the performance of services in this phase as follows:

1. Assist OWNER in securing bids. FNI will provide input for the Notice to Bidders for the City's purchasing manager for advertisement of the project.
2. Assist OWNER by responding to questions and interpreting bid documents. Prepare responses and assist City's purchasing manager in issuing addenda to the bid documents to plan holders if necessary.
3. Assist OWNER in analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by OWNER. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
4. Assist the OWNER in conducting a pre-bid conference for the construction projects and coordinate responses with OWNER. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
5. Assist OWNER in the preparation of Construction Contract Documents for construction contracts. Conform construction drawings with any addendum comments for issue for construction drawings.

6. Furnish OWNER five (5) half size (11"x17") copies of the drawings for construction pursuant to the General Conditions of the Construction Contract.

C. CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below.

1. Assist OWNER in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
3. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
4. Make visits appropriate to the stage of construction to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the OWNER against defects and deficiencies in the work of Contractors and will report any observed deficiencies to OWNER. Visits to the site in excess of six (6) for the 12-inch Water Line along Frontier Parkway are an additional service.
5. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
6. Interpret the drawings and specifications for OWNER and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by OWNER, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
7. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the OWNER to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the OWNER. Documentation of field orders, where cost to OWNER is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the OWNER are an additional service. Substitutions of materials or equipment or design modifications requested by the OWNER are an additional service.
8. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the

OWNER on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the OWNER if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.

9. Conduct, in company with OWNER's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
10. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Electronic pdf and CAD files shall be submitted and will include line-work for property boundaries, right-of-way, easements, roadway, lighting, drainage, and water.

EXHIBIT B
TIMELINE

PROJECT SCHEDULE

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

1. Submit 90% Package: 2 Months after Notice to Proceed
2. Submit Final Package: 1 Month after 90% Review Comments from City
3. Bid Phase: To Follow after Final Package
4. Construction Phase Services: To Be Determined

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.



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Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Kim Brawner, Executive Director of Public Services
 Date: March 9, 2021
 Re: Bobcat Field house Concept Design

Action Requested:

Consider and act to authorize an agreement for engineering services for the conceptual design of Bobcat Field House Renovations with VAI Architects in an amount not to exceed \$19,000.00. (Berry)

Background Information:

Design services includes three phases as listed below. Additionally, VAI will provide layout conceptual site plan and floor plans, create digital models, provide presentation materials for Council review, and provide budgetary pricing and estimated schedules. The agreement including the fee schedule and timeline are attached.

- 1) Potential remodel of CISD Athletic Administration.
- 2) Remodel old locker space to Senior Citizens.
- 3) Remodel of indoor practice field.

The timeline is approximately four to six weeks.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call engineering services.

Alternatives:

Council may reject the authorization and direct staff.

Financial Considerations:

Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:

Contract has been previously reviewed and approved.

Supporting Documents:

Agreement

Staff Recommendation:

Authorize Worked MSA Work Order



January 25, 2021

Ms. Kimberly Brawner, P.E., PTOE, CFM
City of Celina – Executive Director of Public Services
142 North Ohio Street
Celina, TX 75009

Via email: KBrawner@celina-tx.gov

RE: PROPOSAL FOR PROFESSIONAL ARCHITECTURAL SERVICES
Conceptual Design for Multiple Building Renovations at Bob Cat Field

Dear Ms. Brawner:

The office of VAI Architects Incorporated (VAI) is pleased to present the following proposal for professional services for the Multiple Building Conceptual Design at Bob Cat Field.

I. PROJECT DEFINITION

Based on the January 14, 2021 email from Ms. Kimberly Brawner, VAI will develop conceptual studies for three separate projects at Bob Cat Field as outlined below. Once the basic layout is determined and approved by Celina, we will prepare conceptual design studies indicating the architectural design including floor plans and sketch up renderings.

Scope 1: Potential remodel of CISD Athletic administration

1. Maintain some time of locker room for game events. This entrance would likely need a separate or controlled entry that does not have access to remainder of building. It could possibly be a shared space. Evaluate best location on north or east side
2. Maintain area for community meeting space
3. Maintain area for weight room, workout space

Scope 2: Remodel of old locker space to Senior Citizen

1. Provide complete remodel
2. Provide enhanced entry with covered entry and landscaping
3. Provide area that can be multi-purpose to serve senior lunch
4. Provide crafting area
5. Provide possible reading space
6. Provide "fitness" area – Verify programs such as chair volleyball, pickleball, senior yoga??? No machine equipment. The goal would be that they would go across to new "rec" center
7. Verify Parking requirements

Scope 3: Remodel of sports indoor practice field

1. Evaluate utilization of space for multi-purpose sport training
2. Provide storage area for existing equipment
3. Provide accessible restroom (evaluate if 1 unisex/ADA bathroom is adequate)

4. Provide multipurpose court fields
5. Include a single general office space and view area for parents
6. Provide enhanced entry. Determine best entry location

II. SCOPE OF SERVICES

Based on the discussion we had with you on January 14, 2021 we understand the proposed project involves the following:

1. Develop a phased space program for all uses with the City.
2. Layout conceptual site plan and floor plans
3. Create digital model in SketchUp and produce exterior views
4. Create presentation material for review by City Council.
5. Provide budgetary pricing and estimated project schedules.

We propose to provide the following professional design services:

A. Programming/ Conceptual Design

The following professional services will be provided:

1. Conference Call with City to discuss program requirements
2. VAI to create program draft based on programming meeting.
3. Create conceptual floor plans based on the project program.
4. Conference call with City to review conceptual plan.
5. Revise layout based on review comments received.
6. Create final conceptual design documents.

Deliverables:

1. 11"x17" package consisting of Site Plan, Floor Plans and Exterior perspective renderings by VAI. This format is for ease of use by the client and can be enlarged upon request.
2. 8.5"x11" project report document consisting of:
 - Concept Design Narrative
 - Cost Estimate by Hill and Wilkinson

B. Professional Cost Estimating

Hill & Wilkinson General Contractors will perform cost estimating services for the project.

C. Additional Services

1. Fully Rendered Photorealistic Graphics

As an option for renderings in addition to the 2D and 3D graphics VAI will develop for services A, VAI will provide fully rendered photo realistic project images printed at 24" x 36" and mounted on foam core boards. Digital file will be available as needed for Client's use in other presentation formats.

2. Additional services for this project are those services not identified above and/or not otherwise included in this proposal and shall only be provided if authorized or confirmed in writing by the Client.

D. Design Team

VAI reserves the right to replace current consultants or utilize other design consultants as will best serve the project at any time during the design phase.

Architectural / Interiors / Overall Project Management: VAI Architects, Inc.

Cost Estimating: Hill & Wilkinson General Contractors

III. PROJECT SCHEDULE

VAI will be able to start the project immediately after we receive a signed proposal. We believe the project can be completed in four (4) to six (6) weeks depending on the Owner's availability for meetings.

IV. BASIS OF COMPENSATION FOR PROFESSIONAL SERVICES

A. Programming/ Conceptual Design

The proposed professional fee associated with the services described above is calculated on a lump sum fee of \$18,000.

B. Additional services:

Fees associated with the services additional to the Professional Services described above will be provided to the Client only after written authorization from the Client prior to executing any work.

C. Reimbursable Expenses:

Project expenses are additional to the proposed fee and shall be reimbursed at the amount expended by VAI in the interest of the project. For this project, reimbursable expenses are estimated to be no more than \$1,000.00. Reimbursable project expenses include reproduction of documents for design review, printing and mounting of renderings, couriers or special overnight deliveries, and project related travel.

D. Hourly Rates and Payment Provisions

For additional services provided by VAI that are not included in this proposal, the following billable hourly rates will apply:

Principal-In-Charge	\$247.00	Project Coordinator	\$135.00
Project Manager	\$182.50	Architectural Designer	\$120.00
Project Architect	\$150.00	CAD Technician	\$85.00
Staff Architect	\$140.00	Administrative	\$67.50

Other additional consulting services not included in the scope of this proposal shall be reimbursed at one and one-tenth (1.1) times the amount expended by VAI in the interest of the project.

Payment by the Client shall be made to VAI within fifteen (15) days of monthly invoicing, based on percentages of completion of each stage of services.

V. SPECIAL PROVISIONS

Please note that our office has made the following assumptions with respect to this proposal:

1. Preparation of drawings will be on AutoCAD, Revit and /or SketchUp. Digital files of the work will be made available to the Client but the project design remains the property of the Architect.

2. The Client will provide a survey of the existing facilities, boundaries and topography to the Architect.
3. A single point of contact will be designated by the Client and shall be the primary source of Client information and approval

We look forward to working with you on this very important project. Please do not hesitate contacting me should you have any questions or if additional information is required.

Respectfully,



VAI Architects, Inc.

R. Barton Drake, AIA, NCARB
Principal

Please sign below and return if this proposal is acceptable. This will serve as our Notice to Proceed.

APPROVAL:

title

signed

dated

Cc: Mark Mortimer, VAI; Russell Himes, VAI

Attachment: 01252021 Celina Bobcat Field House Renovation Conceptual Design Proposal (Bobcat Field House Concept Design)



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Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Andy Glasgow, Director of Engineering
 Date: March 9, 2021
 Re: Parvin Road Design Part 1

Action Requested:

Consider and act to authorize an agreement for engineering services for the design of Parvin Road (Part 1) with Cobb Fendley & Associates in an amount not to exceed \$1,487,569.60. (Berry)

Background Information:

Design services include providing preliminary engineering services for development of a design schematic, environmental documents/studies in support of the schematic work, public involvement, data collection analysis, drainage, conceptual traffic control, traffic projections, traffic engineering and operations, geotechnical investigation, surveying and mapping, subsurface utility engineering (SUE), and utility coordination for the expansion of 2-Lane Rural to 4-Lane Urban divided (ultimate 6-Lane Urban divided) widening of Parvin Road. Project limits are from FM 1385 to Dallas North Tollway South

The agreement including the fee schedule and timeline are attached.

The timeline for Part one is 425 days.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call engineering services.

Alternatives:

Council may reject the authorization and direct staff.

Financial Considerations:

Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:

Contract has been previously reviewed and approved.

Supporting Documents:

Agreement
Exhibit A

Exhibit B

Exhibit C

Staff Recommendation:

Authorize Work Order R22



WORK AUTHORIZATION

MAPS # _____ **MAPS DATE:** _____

Pursuant to and subject to the above referenced Master Agreement for Professional Services (MAPS), between the City of Celina, Texas (Owner') and Consultant listed below; Owner requests that Consultant perform, and Consultant agrees to perform, the work described below.

Consultant:	Cobb Fendley		
Consultant Project #:	2112-012-01		
Project Name:	Parvin Road		
Purchase Order#		Project #(s)	R22

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month, billed by the 10th of the following month.
Invoice Mailing Instructions: Electronic Submission is preferred.	Email to: accountspayable@celina-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

- Work Site:** Consultant Offices unless otherwise stated.
- Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
- Drawings / Plans are / are not attached.**
- Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
- Other:**

CONSULTANT PROVIDED INFORMATION:

- Scope of Work:** Attached as Exhibit A
- Compensation:** \$1,487,569.60 – Cost breakdown attached as Exhibit B
- Timeline:** Attached as Exhibit C

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

CITY OF CELINA**CONSULTANT**

Sean Terry, Mayor

Date

Cobb, Fendley & Associates, Inc.

Signature

Cal Bostwick, Executive Vice President

Date

02-25-2021

Attachment: Agreement Cobb Fendley Work Order_EA Schematic (Parvin Road Design Part 1)

EXHIBIT A
SERVICES TO BE PROVIDED BY THE ENGINEER
SCHEMATIC DESIGN PHASE
PRELIMINARY ENGINEERING FOR
PARVIN ROAD FROM FM 1385 TO DALLAS NORTH TOLLWAY SOUTH
IN DENTON COUNTY & COLLIN COUNTY

The work to be performed by the Engineer shall consist of providing preliminary engineering services for development of a design schematic, environmental documents/studies in support of the schematic work, public involvement, data collection analysis, drainage, conceptual traffic control, traffic projections, traffic engineering and operations, geotechnical investigation, surveying and mapping, subsurface utility engineering (SUE), and utility coordination for the expansion of 2-Lane Rural to 4-Lane Urban divided (ultimate 6-Lane Urban divided) widening of Parvin Road. Project limits are from FM 1385 to Dallas North Tollway South and is located in Celina, Texas. Preliminary engineering services will be performed in accordance with TxDOT standards and processes.

The Engineer shall complete the services to be provided by the Engineer according to the milestone work schedule established as part of this project. The Engineer shall submit a written progress report to the City monthly indicating the actual work accomplished during the month, scheduled work to be accomplished for the month, and the estimated work to be accomplished for the coming month. The progress report will use a bar chart diagram to indicate the percentage complete of each task shown on the previous report and the percentage complete of each task. The Engineer shall meet with the designated City project manager or environmental coordinator on a monthly basis for progress tracking purposes unless prior agreement is made with the City not to hold a meeting in any given month. The Engineer shall submit minutes of the meeting summarizing the events of the meeting within seven calendar days after each meeting.

The Engineer shall prepare a project work schedule. The work schedule must incorporate an allocation of time for stage reviews of the design schematic and the environmental documents by City/State personnel. The Engineer shall present the work schedule to the City for review and acceptance, and provide assistance in interpreting the proposed work schedule.

Personal Protective Equipment (PPE) The Engineer shall, and shall require its subcontractors to, provide personal protective equipment (PPE) to their personnel, (2) provide business vehicles for their personnel, and (3) require their personnel to use PPE and drive only business vehicles while performing work on or near roadways. The PPE must meet all (1) current standards set by Occupation Safety and Health Administration (OSHA) and (2) TxDOT requirements (e.g., safety glasses, Type 3 (TY 3) pants for night work). Each business vehicle must be clearly marked with the Engineer's business name, or the name of the appropriate subcontractor, such that the name can be identified from a distance.

FUNCTION CODE 102(110) - FEASIBILITY STUDIES

110.1 ROUTE AND DESIGN STUDIES

In General:

The Engineer shall prepare an alignment and proposed roadway schematic layout to include projected traffic volumes and existing and proposed typical sections. The Engineer shall furnish Microsoft Office and Microstation V8i-Geopak computer generated media containing the roadway schematic layout to the City/State. All supporting attachments and exhibits shall accompany the schematic layout. All Microstation and Geopak computer generated files containing the roadway design schematic shall be compatible with the software used by the State.

The Engineer shall obtain, review, and evaluate existing and produce twenty-year projected traffic data for use in the preparation of the schematic design layout. The data shall be utilized in accordance with the requirements for schematic development and consistent with the policies of the State.

The Engineer shall prepare preliminary drawings to identify any potential impacts within the project corridor, including impacts to the nature, cultural, and human environment. Identification should include, but not be limited to all existing and proposed utilities (public and private), structures, burial grounds, neighborhood communities, historical landmarks, and undeveloped areas is required. Any potential utility conflicts and structural impediments must be identified as such. The Engineer shall propose alternative alignments which would avoid or minimize displacements and damages, and prepare any additional attachments or exhibits required illustrating a preferred alternative alignment. The Engineer shall render assistance to the City for agency meetings as necessary during the development of the schematic design as requested by the City. The Engineer shall also render assistance to the City for meetings with affected property owners (MAPOs), public meetings and a public hearing if requested.

An itemization of the schematic design and engineering work activity to be performed under this contract is detailed below. All designs shall be prepared in accordance with the latest version of: TxDOT Roadway Design Manual, TxDOT Project Development Process Manual, AASHTO Policy on Geometric Design of Highways and Streets, TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, TxDOT Traffic Operations Manual on Highway Operations, Texas Manual on Uniform Traffic Control (TMUTCD), Highway Capacity Manual - Transportation Research Board, TxDOT Hydraulic Design Manual, TxDOT Bridge Design Manual, TxDOT Access Management Manual, and applicable City design criteria.

The design schematic horizontal layout will adhere to a design scale of 1 in. = 100 ft (or as directed by the City/State). The schematic layout, exhibits, and attachments will be developed in English units. All Microsoft Office and Microstation V8i - Geopak computer graphic files furnished to the City/State must be submitted in electronic format by means of a CD, DVD, or USB media that will be compatible to the State. Schematics will follow the State and Federal Highway Administration (FHWA) standards, the schematic will also follow the CADD standards used by the State, and shall be submitted as an original document, accompanied with an original Microstation V8i formatted graphics file. Final

copies of the schematic design shall be signed by a professional engineer licensed in the State of Texas.

Specifically:

1. Schematic layout
 - A. Alignment
 - B. Roadway layout
 - C. Existing and proposed typical sections
2. Preliminary drawings
 - A. Identification of potential impacts
 1. Existing and proposed utilities (public and private)
 2. Structures
 3. Burial grounds
 4. Neighborhood communities
 5. Historical landmarks
 6. Undeveloped areas
3. Alternative alignments
 - A. Optimize alignment to minimize impacts
 - B. Attachments and Exhibits
4. Meetings
 - A. Render assistance to the City for agency meetings
 - B. Render assistance to the City for MAPOs, public meetings and public hearings

110.2 Schematic Design Work Outline:

In General:

Develop Base Maps

The base maps to be used for the analysis and proposed schematic layout shall be developed by the Engineer from existing construction and right of way (ROW) plans as available.

- The Engineer shall re-establish the existing centerline horizontal alignments.
- Utility Base Map: The Engineer shall approximate the location of major utilities based on SUE in the preparation of base maps.

Planimetrics and Aerial Mapping

Planimetrics, Digital Terrain Modeling (DTM), and aerial photographs shall be furnished to the Engineer by the City/State, if available.

Analyze Existing Conditions

Using collected data and base maps, the Engineer shall develop an overall analysis of the existing conditions in order to develop the schematic design. The analysis shall include, but not be limited to the following:

- ROW determination
- Horizontal alignment
- Vertical alignment
- Pavement cross slopes and pavement type
- Soil Exploration
- Geotechnical Testing
- Intersection design and analysis
- Sight distance
- Large Guide Signs and Roadside signing
- Level-of-service
- Locations of critical constraints
- Drainage
- Traffic control and construction phasing sequence

Schematic Alternatives

The Engineer shall identify and analyze schematic alternatives to minimize potential adverse impacts, major utility conflicts, structural impediments, or exceptions to the State or FHWA design criteria.

Deliverable Schematic

The Engineer shall consider the following in the analysis to optimize the design:

- Efficient use of the allocated ROW
- Control of Access (COA) and driveway locations
- Roadway and intersection geometry
- Cross Sections
- Bicycle and Pedestrian design
- Drainage and Hydraulic design
- Stopping Sight distance
- Level-of-service
- Traffic and signal operations
- Construction, ROW, easement, and utility costs

- Construction sequencing
- Traffic control during construction
- Roadside safety appurtenances
- Large guide signage
- Environmental mitigation (For example: Noise Walls, Storm Water Best Management Practices (BMP's), etc.)
- Bridge Layouts and Clearance
- Railroads (if applicable)
- Accommodation of ultimate corridor configuration.
- Accommodation of future cross street expansion as described in local thoroughfare plan if applicable.
- Avoidance of utility lines if feasible.
- Impact of construction delays from utility relocations.

Project Management and Coordination

The Engineer shall direct and coordinate the various elements and activities associated with developing the design schematic with the City and other involved agencies (NCTCOG, Town of Prosper, Denton County, Collin County, TxDOT, NTTA, FEMA, USACE).

The Engineer shall prepare the detailed graphic Project Work Schedule indicating tasks, critical dates, milestones, deliverables and City/State review requirements. The Project Work Schedule will depict the order of the various tasks, milestones, and deliverables. The Engineer shall review and provide comments on elements of the schedule to the City.

The Engineer shall hold twice monthly Progress Meetings that includes preparing the agenda, meeting time and providing meeting minutes.

The Engineer shall submit written monthly Progress Reports to the City.

The Engineer shall prepare subcontracts for subconsultants, direct and monitor subconsultants activities, and review subconsultant work and invoices.

The Engineer shall maintain routine project record keeping.

The Engineer shall monitor internal design activities.

The Engineer shall provide ongoing quality assurance and quality control to ensure completeness of product and compliance with the State procedures.

The Engineer shall prepare and submit invoices.

The Engineer shall conduct a site visit in the AM and PM peak hour and develop a technical report that includes photographs outlining the findings and observations.

Data Collection

The Engineer shall conduct field reconnaissance and collect data as necessary to complete the schematic design. Data shall include the following information. These items will be obtained from the City/State, if available. If the items are not available, they will be obtained from other agencies as required.

- a. Available Corridor Major Investment Studies
- b. Design data from record drawings of existing and proposed facilities
- c. Existing and future design year traffic data
- d. Roadway inventory information, including the number of lanes, speed limits, pavement widths and rating, bridge widths and ratings, and ROW widths
- e. Aerial photos, planimetric mapping, and DTM
- f. Environmental Data
- g. Previously prepared drainage studies
- h. Adopted land use maps and plans as available
- i. Federal Emergency Management Agency (FEMA) Flood Boundary Maps and Flood Insurance Studies and Models
- j. Public and private utility information
- k. Plat research for adjacent properties as available.
- l. Local Major Thoroughfare Plan.

Roadway Design Criteria

The Engineer shall develop the roadway design criteria based on the TxDOT Roadway Design Manual and AASHTO Policy on Geometric Design of Highways and Streets guidelines. The design criteria shall include the following roadway design elements: design speed, lane and shoulder widths, pavement structure and slopes, horizontal curvatures, horizontal and vertical clearances, range of vertical profile grades, and side slopes.

Preliminary Design Conference

The Engineer shall prepare and submit a preliminary Design Summary Report (DSR) to the City/State for review and approval and shall attend an initial Kick-Off Meeting to establish and agree on fundamental aspects and concepts and to establish the basic features and design criteria for the project. This meeting will be coordinated with any adjacent projects to ensure continuity.

Specifically:

1. Develop base maps
 - A. Re-establish and create the existing centerline horizontal alignments
 - B. ROW/Property Base Map
 - C. Utility Base Map

2. Incorporate planimetrics, DTM data, and aerial photographs from the City/State
3. Analyze existing conditions
4. Schematic Alternatives
5. Deliverable Schematic
6. Project management and coordination
 - A. Direct and coordinate the various elements and activities
 1. Project Correspondence with the City
 2. Project correspondence with other involved agencies
 3. Project work schedule
 4. Hold twice monthly Progress Meetings
 5. Monthly progress reports
 6. Invoices
 - B. Manage Subconsultants
 1. Prepare subcontracts
 2. Monitor activities
 3. Review work and invoices
 - C. Maintain routine project record keeping
 - D. Monitor internal design activities
 - E. QAQC
 - F. Site visits
 1. AM and PM peak hour site visit
 2. Technical report detailing findings and observations
7. Data Collection
8. Roadway design criteria
9. Preliminary Design Conference
 - A. DSR
 - B. Attend initial Kickoff Meeting

110.3 Schematic Design – General Tasks

In General:

- 1 ROW/Property Base Map

The Engineer shall obtain information on existing ROW, easements, and property information from as-built plans, ROW maps, and tax records. The Engineer shall prepare a base map depicting the information.

2 Typical Sections

The Engineer shall develop both existing and proposed typical sections that depict the number and type of lanes, shoulders, median width, curb offsets, cross slope, border width, clear zone widths, and ROW limits.

3 Environmental Constraints

The Engineer shall consider impacts to environmentally sensitive sites (as identified by the Engineer and verified by the City/State) during the schematic design process. Environmentally sensitive sites include natural, cultural, and the human environment. Examples are historic and archeological resources, burial grounds, neighborhood communities and residential areas, farmland, floodplains, wetlands, endangered species, rare habitats, wildlife corridors, wildlife crossings, parks and nature preserves, geologic features, undeveloped areas, and significant trees.

4 Drainage

The Engineer shall use data from as-built plans and FEMA maps to locate drainage out fall(s) and to determine existing storm sewer and culvert sizes, design flows, and water surface elevations for use in the design of roadway geometry. The Engineer shall conduct a Preliminary Drainage Study to determine and evaluate the adequacy of the ROW needed to accommodate the proposed roadway and drainage system. The drainage study shall identify the impacts to abutting properties and the 100-year floodplain due to proposed highway improvements, identify the water surface elevations for the 2, 5, 10, 25, 50 and 100 year storm events, identify and locate outfalls, drainage outfall descriptions, provide overall drainage area map, sub-drainage area map, storm water detention facilities, and provide a drainage study report identifying the results of the study.

The drainage report, signed and sealed by a professional engineer, shall include applicable hydrologic and hydraulic models such as, HEC-RAS, HEC-HMS, XP-SWMM, and other applicable models. If requested, the Engineer shall prepare a Final Drainage Study in accordance with the State's *Hydraulic Design Manual*, District criteria, and any specific guidance provided by the State.

5 ROW Requirements

The Engineer shall determine the ROW requirements based on the proposed alignment, typical sections, design cross sections, access control, terrain, construction requirements, drainage, clear zone, maintenance, Intelligent Transportation System (ITS) and environmental mitigation requirements.

6 Construction Sequence

The Engineer shall consider the requirements for construction staging and traffic control throughout the development of schematic design to ensure that the proposed design can be constructed. The Engineer shall provide construction phasing assumptions to the City as requested and provide

preliminary Traffic Control Plan (TCP) layouts.

7 Traffic Data and Projections

The Engineer shall develop the opening-year, design-year (opening year +20) and pavement design year (opening year + 30) travel forecasts, and related traffic analysis in coordination with City/State Transportation and Programming Division (TPP). The developed traffic projections shall be utilized for design and environmental analysis. The Engineer shall develop traffic forecasts for the main lanes, ramps, cross streets, interchanges, intersections, and frontage roads for no-build and build alternatives. These projections shall include graphic representations of the anticipated daily movements along the corridor (suitable for inclusion in the design schematic and environmental document) and the Traffic Analysis for Highway Design table. The Engineer shall prepare a Traffic Projections Methodology memo, based on the information provided in the traffic analysis package.

The Engineer shall review the proposed methodology with the City/State and shall refine it based on these discussions. Traffic volumes developed by the Engineer shall be submitted to TPP for review and approval, and the Engineer shall revise the traffic volumes based on TPP's comments.

8 Traffic and Operational Analysis

The Engineer shall review and analyze traffic data (including percent trucks, design hourly volume, and directional distribution), existing roadway features (including ramp locations, weaving sections, number of lanes, offset to obstructions, lane widths, frontage road operations, and intersection operation and geometry), traffic flow patterns, accident patterns and frequencies, and transit and traffic operations. The Engineer shall develop and calibrate an existing traffic model. A detailed level of service analysis with CORSIM, PASSER, HCS, VISSIM, SYNCRO, or other acceptable model will be performed for the current year using current traffic and geometric conditions and for the build year and design year using traffic projections and proposed geometric designs to compare different geometric alternatives and ramp patterns. Results of this analysis shall be incorporated into the schematic design. The Engineer shall develop a traffic analysis report summarizing all analysis performed.

9 Bicycle and Pedestrian Accommodations

The Engineer shall comply with the federal policy statement on Bicycle and Pedestrian Accommodations Regulations and Recommendations by United States Department of Transportation (USDOT). This policy encourages the incorporation of safe and convenient walking and bicycling facilities into transportation projects. The inclusion of bicycle and pedestrian facilities shall be considered when the project is scoped. Public input when applicable, as well as local city and metropolitan planning organization for bicycle and pedestrian plans shall be considered.

Specifically:

1. ROW/Property Base Map
2. Existing and Proposed Typical Sections
3. Environmental Constraints
 - A. Consider impacts of environmental sensitive sites
4. Drainage
 - A. Analyze as-built plans and FEMA maps
 - B. Preliminary drainage study
 1. Hydrologic and hydraulic models for existing conditions
 2. Hydrologic and hydraulic models for proposed conditions
 - C. Drainage study report
 - D. Final drainage study
5. ROW Requirements
6. Construction sequence
 - A. TCP Layouts
7. Design exceptions and waivers
8. Traffic data and projections
 - A. Existing and projected traffic volumes
 - B. Travel forecasts for opening year, design year, and pavement design year
 1. Build alternative
 - C. Traffic Projections Methodology Memo
 1. Address comments from the City/State and TPP
9. Traffic and operational analysis
 - A. Analyze traffic data parameters
 - B. Level of Service analysis (VISSIM, SYNCRO)
 1. Build year model
 2. Design year model
 - C. Traffic analysis report
10. Bicycle and pedestrian facility accommodations

110.4 Conceptual Design SchematicsIn General:

The Engineer shall develop conceptual design schematics in MicroStation format to evaluate various methods of handling traffic while providing access in key areas; an

initial design conceptual schematic and an alternative design conceptual schematic. It is anticipated that a single design alternative that optimizes traffic flow and access shall be produced. The conceptual schematics must be plan view only. Profile work will be done only to the extent necessary to lay out the proper horizontal geometry.

The schematics shall contain the following design elements:

- Mainlane roadway alignment
 - Up to 2 alternatives for the corridor (including vertical design) and schematic production
 - 1 Alternative for the Bridges at Doe Branch
 - 1 Alternative for the Frontier Pkwy Bridge
 - 1 Alternative for the Wall at Doe Branch
- Typical sections of existing and proposed roadways
- Proposed structure locations (including bridges and retaining wall structures)
- Preliminary ROW requirements and control-of-access locations
- Direction of traffic flow and the number of lanes on all roadways
- Develop Matrix and Report (Corridor Alternative Analysis)

Specifically:

1. Conceptual design schematics (2)
 - A. Alignment
 - B. Existing and proposed typical sections
 - C. Structure locations
 - D. ROW requirements and control of access
2. Develop Matrix and Report (Corridor Alternative Analysis)

110.5 Geometric Design Schematics

In General:

The Engineer shall develop a geometric design schematic based on the conceptual design schematics after the basic layout, lane arrangement, and ROW and easements requirements depicted on the conceptual schematics are approved. The State may require this task be performed using OpenRoads Technology.

The geometric schematic plan view shall contain the following design elements:

- Geopak calculated roadway alignments for bridges, collector distributor roads and cross streets at major intersections and grade separations.
- Horizontal alignment data shown in tabular format
- Profile data shown in tabular format
- Pavement edges, curb lines, sidewalks for all roadway improvements

- Typical sections of existing and proposed roadways
- Proposed structure locations, bridge layouts including abutment, bent and rail locations
- Existing and proposed major utilities
- Existing property lines and respective property ownership information
- Existing ROW and easements
- ROW and easements requirements adequate for preparation of ROW maps
- Control-of-access limits
- Existing and proposed utilities
- Waters of the US (WOUS)
- Signing and pavement marking

The geometric schematic profile view shall contain the following design elements:

- Calculated profile grade and vertical curve data including "K" values for the roadway
- Existing ground line profiles along roadway
- Grade separations and bridges including preliminary bent locations, girder type, and span lengths.
- Calculated vertical clearances at grade separations and bridges
- The calculated profile grade for cross streets will be shown on separate Supplemental Profile rolls, as needed.

Cross-Sections

The Engineer shall use Geopak to generate preliminary cross-sections every 100 feet and at culvert locations in conjunction with the Geometric Schematic. The Engineer shall determine earthwork volumes for use in the cost estimate and shall prepare 11"x17" or roll plots of the cross- sections.

Bridges

The Engineer shall prepare a preliminary bridge layout to be shown on schematics.

- Determine span arrangements for bridges and identify bent locations and begin/end bridge stations.
- Develop bridge typical sections to be shown on the schematics.
- Coordinate with traffic control and ensure the bridge layout is constructible in accordance with criteria. Provide bridge quantities for cost estimates.

Retaining Walls

The Engineer shall prepare preliminary retaining concepts to be shown on schematics, typical sections, and cross sections.

- Determine if any additional walls are required and verify the need for and length of the retaining wall as shown on the geometric design schematic.
- Compute and tabulate retaining wall quantities for preliminary design milestone plans submittal.

Preliminary Construction Sequence

The Engineer shall prepare a Preliminary Construction Sequence Layout in conjunction with the Geometric Schematic depicting the phasing and traffic detours anticipated to construct the proposed design for 30%, 60% and 100% milestones.

Preliminary Cost Estimate

The Engineer shall prepare a preliminary cost estimate for the project, including the costs of construction, required ROW and associated improvements, and eligible utility adjustments. Current State unit bid prices will be used in preparation of the estimate.

Engineering Summary Report

The Engineer shall prepare a report to summarize the design criteria, traffic analysis, preliminary cost estimate and basis of estimate, construction sequence description, and utility conflict issues.

Specifically:

1. Design elements – updating for preferred alternative and addressing public comments
 - A. Alignments for all affected roadways
 1. Horizontal alignment and data tables
 2. Profile and data tables
 - B. Schematic production – pavement edges, curbs and sidewalks
 - C. Existing and proposed typical sections
 - D. Structure locations
 - E. ROW requirements and control of access
 1. Existing property lines and ownership
 2. Existing ROW and easements
 3. Required ROW and easements
 4. Control of access limits
 - F. Existing and proposed utilities
 - G. Waters of the US (WOUS)
 - H. Signing and Pavement Marking
2. Modeling, Cross Sections and earthwork
 - A. 3D modeling

- B. Cross sections and earthwork
- 3. Bridges
- 4. Retaining Walls
- 5. Preliminary construction sequence
 - A. Traffic phasing
 - B. Detours
- 6. Preliminary Cost Estimate
 - A. Construction
 - B. Utility adjustments
- 7. Engineering Summary Report

110.6 Agency Coordination and Public Involvement

In General:

The Engineer shall assist the City in conducting meetings with various agencies to discuss and review the schematic design. The Engineer shall document and respond to issues related to the schematic design.

The Engineer shall assist in conducting public meetings and public hearing during the project development process. The Engineer shall prepare schematic exhibits, constraints maps, other necessary exhibits, and assist the City in the presentation.

The Engineer shall schedule, participate in mail out, and pay for meeting notices, and facilitate a Meeting with Affected Property Owners (MAPO).

The Engineer shall prepare the adjacent property owner list, mail out and pay for notices for public meetings and hearing, draft letter to public officials, prepare, publish and pay for notices to major and local newspaper, reserve public meeting and hearing location, hire court reporter and law enforcement for public meetings and hearing, provide audio and visual rental equipment, and assist with conducting public meeting and hearing. The Engineer shall attend pre-meetings at the City in preparation for every meeting and hearing, as directed by the City.

The Engineer shall compile public comments received and responses to comments during the MAPO, public meetings, or public hearing. Prepare a documentation of MAPO, public meetings, and public hearings, respectively, as required. The Engineer must comply with the Environmental Compliance Toolkits related to public involvement.

Specifically:

- 1. Various agencies
 - A. Assist the City in conducting meetings
 - B. Document and respond to issues
- 2. Meeting with affected property owners (MAPO)
 - A. Adjacent property owner list

- B. Schedule, participate in mail out, and pay for meeting notices
- C. Facilitate the meeting
- D. Respond to comments
- E. Document the meeting
- 3. Public Meetings/Hearing
 - A. Assist the City in conducting the meeting
 - 1. Draft letter to public officials and adjacent property owners
 - 2. Mail out and pay for notices
 - 3. Prepare, publish and pay for notices to major and local newspaper
 - 4. Reserve meeting/hearing location
 - 5. Hire court reporter and law enforcement
 - 6. Provide audio and visual rental equipment
 - B. Prepare schematic exhibits, constraints maps, and other exhibits
 - C. Attend pre-meetings
 - D. Document meetings
 - 1. Compile public comments
 - 2. Respond to comments in Public Meeting/Hearing summary documents
 - E. Assist the City in the presentation
- 4. Environmental compliance toolkits

110.7 Geotechnical Borings and Investigations

In General:

- 1 The Engineer shall determine the location of proposed soil borings for bridge design, embankment settlement analysis, retaining walls, slope stability and along storm drain alignment in accordance with the latest edition of the State's Geotechnical Manual. The City will review and provide comments for a boring layout submitted by the Engineer showing the general location and depths of the proposed borings. Once the Engineer receives the City's review comments they shall perform soil borings (field work), soil testing and prepare the boring logs in accordance with the latest edition of the State's Geotechnical Manual and State District's procedures and design guidelines.
- 2 All geotechnical work shall be performed in accordance with the latest version of the State's Geotechnical Manual. All testing shall be performed in accordance with the latest version of the State's Manual of Test Procedures. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's procedures. All soil classification should be done in accordance with the Unified Soil Classification System.

- 3 The Engineer shall notify the City and secure permission to enter private property to perform any geotechnical activities needed for access outside of City right-of-way (ROW). The Engineer shall make every effort to comply with the wishes and address the concerns of any affected private property owners. The Engineer shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from the City prior to each entry.
- 4 Unless provided by the City, the Engineer shall prepare and implement a Traffic Control Plan (TCP) for operations on or near the roadway. The Engineer shall submit the TCP to the City's project manager for approval prior to commencing drilling operations.
- 5 If applicable, the Engineer shall perform any retaining wall analyses to include the settlement analysis. This analysis must include the computation of the factor of safety for bearing capacity, global stability, overturning and sliding. In addition, the Engineer shall include allowable bearing pressure, passive earth pressure, friction factor, settlement analysis (consolidation report) and lateral earth pressure for the retaining walls.
- 6 If applicable, the Engineer shall perform soil borings, coring for pavement removal items, piezometric readings, testing and analysis to include slope stability analysis, settlement analysis, and foundation design recommendations along storm drain alignment, retaining walls, overhead sign structures, bridges, embankments and any temporary soil retaining systems.
- 7 The Engineer shall provide a signed, sealed and dated geotechnical report which contains, but is not limited to, soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions, piezometer data, analyses and recommendations for settlement and slope stability of the earthen embankments, skin friction tables and design capacity curves including skin friction and point bearing. The skin friction tables and design capacity curves must be present for piling and drilled shaft foundation.
- 8 If applicable, the Engineer shall perform scour analysis to include Grain Size distribution curves with D50 value.
- 9 The Engineer shall sign, seal and date soil boring sheets to be used in the PS&E package. The preparation of soil boring sheets must be in accordance with a State's District standards.
- 10 Foundation Studies: The Engineer shall coordinate with the City to determine the location of soil borings to be drilled along the roadway and retaining wall alignments, and at planned bridge locations. The soil borings shall extend a minimum of 10 feet to 80 feet below the existing elevation or deeper as soil conditions warrant. Spacing of bridge borings shall not exceed 300 feet; spacing of retaining wall soil borings shall not exceed 200 feet, and spacing of roadway borings shall not exceed 1,000 feet. The Engineer shall provide a boring layout for the City's review and comment.

- 11 The Engineer shall perform retaining wall analyses. This analysis shall include the computation of the factor of safety for bearing capacity, global stability, overturning and sliding. In addition, the Engineer shall include allowable bearing pressure, passive earth pressure, friction factor, settlement analysis (consolidation report) and lateral earth pressure for the retaining walls.
- 12 The Engineer shall incorporate soil boring data sheets prepared, signed, sealed, and dated by the Geotechnical Engineer. The soil boring sheets shall be in accordance with the State's WINCORE software as can be found on the Texas Department of Transportation (TxDOT) website.
- 13 Pavement Design: If applicable, the Engineer shall incorporate the pavement design developed by the State. If the pavement design is not available, the State may request the Engineer to perform pavement design and submit to State for review and approval.
- 14 DELIVERABLES:
 - 14.1 Preliminary Pavement Design Report
 - 14.2 Geotechnical Report, incl Wincore clg files

Specifically:

1. Soil Borings
 - A. Soil boring layout
 - B. Prepare boring logs
 - C. Soil boring sheets
2. Retaining wall analysis
 - A. Settlement analysis
 - B. Factor of Safety Calculations
3. Geotechnical report
 - A. Draft report
 - B. Final report
 - C. Pavement design
 - D. Incorporate State's pavement design
 - E. Data for scour analysis

110.7 Landscape Design Schematics

In General:

The Landscape shall develop a landscape design schematic based on the conceptual design schematics after the basic layout, lane arrangement, and ROW and easements requirements depicted on the conceptual schematics are approved.

The landscape schematic plan view shall contain the following design elements:

- Develop a plan for preserving and removing existing trees.
- Develop preliminary landscape design aesthetics.
- Develop a plant material palette to be guide the development of the roadway.
- Divide the corridor into development zones that show bed locations, ornamental planting beds, plant types, and irrigated areas.
- Develop a preliminary irrigation design for the landscape.
- Prepare preliminary quantities of material and time for construction of the landscape design.
- Prepare preliminary opinion of probable cost for the landscape design.

P&R Schematic Design Project Deliverables

In conjunction with the performance of the foregoing services, the Engineer shall provide the following draft and final documents and associated electronic files as applicable. The number of deliverable items will be determined by the City/State.

- Draft and final copies of the Engineering Summary Report
- Draft and final copies of the Preliminary Drainage Study
- Draft and final copies of the Geometric Schematic layouts 11"x17" Cut sheets or Rolls as requested.
- Draft and final copies of the Conceptual Design Schematics roll plots
- Draft and final copies of the Geometric Schematic layouts (1 inch = 100 feet)
- Draft and final copies of the design schematic Profiles rolls
- Draft and final copies of the design schematic Cross-Sections in 11"x17" Cut sheets or rollplot format as requested
- Copy of the Preliminary Cross-Sections in a roll plot format or 11"x17" format as requested by the State.
- HEC-HMS and HEC-RAS model digital files from drainage study.
- Copies of the preliminary construction sequence Layouts in a roll plot or 11"x17" format as requested by the State.
- Copies of the preliminary construction sequence typical sections in 11"x17" format
- Electronic copy of the 3D rendering and traffic simulation for the reasonable build alternatives
- Electronic files shall be furnished to the State on a Universal Serial Bus (USB) flash drive.
- Traffic Data Schematics

- Traffic Projections Methodology memo
- Average Daily Corridor Traffic Projections Report
- Participation in CER
- Line schematics with traffic data shown
- Documentation of MAPO, Public Meeting, and Public Hearing
- Utility Plan – Electronic file on CD in latest version of Microstation V8 or Geopak
- An Electronic submittal of the Geopak Drainage, HEC-RAS, SWMM, & HMS models. The models must be approved by the City's/State's District Hydraulic Engineer prior to generating any reports.
- Draft Drainage Report - Hard copy of a draft Hydraulic Report for review and comment.
- Final Drainage Report - one (1) copy of final report with CD (CD to include a PDF of the entire report) and computer files of hydrologic and hydraulic modeling with appropriate labeling of location, CSJ, and submittal date on a CD,
- Bridge Layouts
- Retaining Wall Layouts
- Geotechnical Report
- Cost Estimates for each milestone submittal
- .kml file of conceptual design schematic created from applicable .dgn files for reviewing in Google Earth.
- Draft and final copies of traffic analysis report.

FUNCTION CODE 120(120) - SOCIAL/ECON/ENVIRON STUDIES

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

120.1 Environmental Documentation

In General:

Each environmental service provided by the Engineer shall have a deliverable. Deliverables shall summarize the methods used for the environmental services and shall summarize the results achieved. The summary of results shall be sufficiently detailed to provide satisfactory basis for thorough review by the City, State, the Federal Highway Administration (FHWA), and (where applicable) agencies with regulatory oversight. All deliverables shall meet regulatory requirements for legal sufficiency and shall adhere to the requirements for reports enumerated in the State's NEPA MOU.

- 1 Quality Assurance/Quality Control Review

For each deliverable, the Engineer shall perform quality assurance quality control (QA/QC) reviews of environmental documents and on other supporting environmental documentation to determine whether documents conform with:

- 1.1 Current *Environmental Compliance Toolkit* guidance published by the State's Environmental Affairs Division and in effect as of the date of receipt of the documents or documentation to be reviewed;
- 1.2 Current state and federal laws, regulations, policies, guidance, agreements, and memoranda of understanding between the State and other state or federal agencies; and
- 1.3 FHWA and American Association of State Highway and Transportation Officials (AASHTO) guidelines contained in *"Improving the Quality of Environmental Documents, A Report of the Joint AASHTO and American Council of Engineering Companies (ACEC) Committee in Cooperation with the Federal Highway Administration"* (May 2006) for:
 - 1.3.1 Readability, and
 - 1.3.2 Use of evidence and data in documents to support conclusions.

Upon request by the City/State, the Engineer shall provide documentation that the QA/QC reviews were performed by qualified staff.

- 2 Deliverables shall contain all data acquired during the environmental service. All deliverables shall be written to be understood by the public and must be in accordance with the State's *Environmental Toolkit* guidance, documentation standards, current guidelines, policies and procedures.
- 3 Electronic versions of each deliverable must be written in software which is compatible to the State and must be provided in a changeable format for future use by the State. The Engineer shall supplement all hard copy deliverables with electronic copies in searchable Adobe Acrobat™ (.pdf) format, unless another format is specified. Each deliverable shall be a single, searchable .pdf file that mirrors the layout and appearance of the physical deliverable. The Engineer shall deliver the electronic files on CD-R, CD-RW media in Microsoft Windows format, or through the ftp site.
- 4 When the environmental service is to apply for a permit (e.g., United States Coast Guard (USCG) or United States Army Corps of Engineers (USACE)), the permit and all supporting documentation shall be the deliverable.
- 5 Submission of Deliverables
 - 5.1 Deliverables shall consist of technical reports of environmental services performed in addition to documentation for a Categorical Exclusion (CE) determination, including the preparation of a Request for Classification form to classify the project as an Open Ended (d) list CE, if needed, Environmental Assessment (EA) document, or an Environmental Impact Statement (EIS) when applicable.

- 5.2 All deliverables must comply with all applicable state and federal environmental laws, regulations and procedures and include all items listed in the Environmental Document Review Checklist.
- 5.3 On the cover page of each technical report, EA, finding of no significant impact (FONSI), EIS, and record of decision (ROD) prepared under the authority granted by this MOU, and for any memorandum corresponding to any CE determination it makes, the Engineer shall insert the following language in a way that is conspicuous to the reader or include it in a CE project record: "The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 16, 2014, and executed by FHWA and TxDOT."
- 6 The City will provide the City's, State's and other agency comments on draft deliverables to the Engineer. The Engineer shall revise the deliverable:
 - 6.1 to include any City/State commitments, findings, agreements, or determinations (e.g., wetlands, endangered species consultation, Section 106 of the National Historic Preservation Act [NHPA], or Section 4(f)), required for the Transportation Activity as specified by the City/State;
 - 6.2 to incorporate the results of public involvement and agency coordination;
 - 6.3 to reflect mitigation measures resulting from comments received or changes in the Transportation Activity; and
 - 6.4 to include with the revised document a comment response form (matrix) in the format provided by the City/State.
- 7 All photographs shall be 3.5" x 5" color presentation printed on matte finish photographic paper or 3.5" x 5" color presentation printed on matte white, premium or photo quality laser or inkjet paper. All photographs shall be well focused and clearly depict details relevant to an evaluation of the project area. Provision of photographs shall be one original print of each image or electronic presentations of comparable quality. Comparable quality electronic photograph presentations shall be at least 1,200 x 1,600 pixel resolution. Photographs shall be attached to separately labeled pages that clearly identify project name; project identification (ID) number; address or Universal Transverse Mercator (UTM) of resource; description of the picture and direction of the photographic view. In addition to the hard-copy prints, an electronic version of each will be submitted with the same identification information as the hard-copy.

Specifically:

- 1. QA/QC environmental documents

2. Prepare permits and all supporting documentation
 - A. EA, EIS, FONSI
 - B. Supporting documents
3. Revise deliverables
 - A. City/State findings (e.g. wetlands, endangered species, Section 106 or 4(f))
 - B. Public involvement and agency coordination
 - C. Mitigation measures
 - D. Develop comment response matrix

120.2 Technical Reports and Documentation

In General:

Definition of technical report and documentation for environmental services: a report, checklist, form, or analysis detailing resource-specific studies identified during the process of gathering data to make an environmental decision.

Technical reports and documentation must be produced before an environmental document (e.g., EA) is prepared to identify issues early in the process. The City/State will determine what technical reports and documentation will be necessary for any given project. Technical reports and documentation must be prepared for the City/State with sufficient detail and clarity to support environmental determination(s). All technical reports shall be compliant with TxDOT *Environmental Compliance Toolkits*. The environmental document will reference the technical reports.

Environmental technical reports and documentation must include appropriate National Environmental Policy Act of 1969 (NEPA) or federal regulatory language in addition to the purpose and methodology used in delivering the service. Technical reports and forms must include sufficient information to determine the significance of impacts. Some examples of environmental technical reports and documentation are listed below:

- Biological Evaluation Form with Tier 1 Assessment
- Air Quality Analysis
- Archeological Background Study
- Bicycle and Pedestrian Accommodation
- Coastal Barrier Resources Act
- Community Impacts Assessment
- Biological Resources
- Farmland Protection Policy Act
- Hazardous Materials
- Historic Resources Project Coordination Request (PCR)
- Indirect and Cumulative Impacts

- Public Involvement
- Traffic Noise Analysis

For all technical reports and documentation prepared under the authority granted by this MOU, the Engineer shall insert the following language in a way that is conspicuous to the reader or include in a CE project record:

"The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by

TxDOT pursuant to 23 U.S.C. 327 and a MOU dated December 16, 2014, and executed by FHWA and TxDOT."

Minimum Deliverables for all documents and technical reports: (Additional deliverables to be identified in a work authorization based on work assigned.)

- Draft Document
- Final Document

Specifically:

1. Technical reports
 - A. Draft documents (1 per report)
 - B. Final documents (1 per report)

120.3 Environmental Assessment (EA) Content and Format.

In General:

The EA shall meet the requirements of 23 CFR §771.119 and TAC, Title 43, Part 1, Chapter 2. The EA content shall be in sufficient detail to meet regulatory requirements for legal sufficiency and include all items listed in the Environmental Document Review Checklist.

Exhibits to be included in reports or EAs shall not exceed 11" by 17," and shall be in color. Text pages shall be 8.5" by 11". Exhibits and text in reports or EAs shall be neat and reproducible via photocopying without loss of legibility. The EA documents shall be reproduced on plain white paper unless otherwise approved in advance in writing by the City/State.

The EA shall use good quality maps and exhibits and shall incorporate by reference and summarize background data and technical analyses to support the concise discussions of the alternatives and their impacts. The Engineer shall follow the *Environmental Assessment Outline* and the *Environmental Handbook: Preparing an Environmental Assessment* located in the Environmental Compliance Toolkits located on the TxDOT website.

Minimum Deliverables: (Additional deliverables to be identified in a work authorization based on work assigned.)

- Draft EA
- Revised Draft EA

- Draft EA for Public Hearing
- Final EA

This scope is for the corresponding section(s) of the CE documentation, EA, or EIS.

1 Community Impacts

Community Impacts includes Environmental Justice (EJ), Limited English Proficiency (LEP), and other issues as addressed in TxDOT Environmental guidance and toolkits.

The Engineer shall perform Community Impact Assessments including displacements, changes to access and travel pattern, changes to cohesion, and EJ analysis (in accordance with Executive Order [EO] 12898) and LEP analysis (in accordance with EO 13166).

- 1.1 Compile analysis to meet requirements of TA 6640.8A. Analysis must conform to applicable current State and FHWA guidance.
- 1.2 Process for Community Impact Assessment should follow guidance provided in TxDOT's *Community Impacts Assessment Toolkit*.

2 Historic Resource Identification, Evaluation and Documentation Services

The Engineer shall perform limited, non-archeological, historic-age resource studies related to compliance with Section 106 and Section 110 of the NHPA (36 CFR 800). Prior to conducting formal historic resource investigations, a Project Coordination Requests (PCR) must be prepared and approved by the City/State to determine if further studies are warranted.

The PCR shall comply with the TxDOT *Environmental Compliance Toolkits* provided by the State's Environmental Affairs Division in effect as of the date of the receipt of the documents.

- 2.1 The Engineer shall revise the PCR to address comments by the City/State at no additional cost to the City/State and may be required to integrate the findings into another environmental document. The City assumes responsibility for transmitting the findings to the Texas Historical Commission (THC) and any appropriate consulting parties, and for transmitting THC and consulting parties' comments to the Engineer's Technical Expert. Engineer's Technical Expert is an institution, firm, individual, or team that provides professional scientific services, including but not limited to archeologists, biologists, geologists, historians, or other environmental professions that conduct environmental or cultural assessments required by state or federal law for transportation projects. The City assumes responsibility for any further historic, non- archeological surveys that arise from the findings of the PCR.
- 2.2 The Engineer shall conduct tasks associated with public involvement as requested during the historic resources reporting phase and

conforming to the methodology outlined in the TxDOT *Environmental Compliance Toolkits*.

The Engineer shall contact interested parties as requested by the City/State in order to determine local knowledge of historic resources in the project area. Interested parties include but are not limited to:

Certified Local Governments, Historic Preservation Offices, County Historical Commissions, Main Street Managers, the Historic Bridge Foundation, and other consulting parties.

3 Archeological Background Studies

- 3.1 The Archeological Background Study shall be produced by a professional archeologist as defined in 13 TAC §26.4(2).
- 3.2 The Archeological Background Study shall conform to the current Review Standard for Archeological Background Studies, available from the *Environmental Compliance Toolkit*.
- 3.3 Unless the Engineer has previously completed an Archeological Background Study for the project, the Archeological Background Study must define and consider all alternatives selected for detailed study, including all existing right-of-way (ROW), all proposed new ROW, easements (temporary and permanent), and any other project-specific location designated by the City/State. The Archeological Background study shall consider the likely depth of impacts resulting from the proposed project. The location of all alternatives selected for detailed study shall be presented on a map or maps as part of the Archeological Background Study.
- 3.4 For projects in which an Archeological Background Study has already been completed by the Engineer and the project has materially changed --affecting the project limits, proposed new ROW (if any), easements (if any), any other project-specific location designated by the City/State, and/or the depth of impacts -- the Archeological Background Study shall incorporate the previous study by reference and focus on the project changes.
- 3.5 To conduct the Archeological Background Study, the professional archeologist shall undertake a review of existing data, including, but not limited to, the Texas Archeological Sites Atlas (TASA), geologic maps, soil maps, Potential Archeological Liability Map (PALM) of the project area (if applicable), aerial photographs, and historic maps. Based on this review, the Archeological Background Study shall identify and plot on a map the areas that require field investigation to evaluate the project's effects on archeological resources and cemeteries and shall identify the areas in which the proposed project would have no effect on archeological resources and cemeteries. The Archeological Background Study shall identify any areas proposed for field

investigation where impacts are deep, extending beyond three feet in depth.

4 Air Quality Studies

The Engineer shall prepare the air quality section in accord with the current version of the State's *Air Quality Handbook*, and *Air Quality Toolkit*. If the *Air Quality Handbook* requires it, the administrative record must contain, and the Engineer shall prepare, the following air quality elements in the format prescribed in the specific SOP documents or other *Air Quality Toolkit* documents:

- 4.1 Conformity report form and applicable coordination,
- 4.2 Hot-spot technical report and applicable coordination,
- 4.3 CO TAQA technical report,
- 4.4 Qualitative MSAT analysis,
- 4.5 Quantitative MSAT technical report and conference call,
- 4.6 CMP analysis,
- 4.7 Applicable disclosure statements in the environmental document as prescribed in the SOP for Preparing Air Quality Statements,
- 4.8 Air quality cumulative and indirect impacts analysis as specified in the Cumulative and Indirect Impacts Analysis section of this attachment and include a discussion of the analysis in the environmental document, and
- 4.9 Response to public comments received on air quality issues.

5 Traffic Noise Studies

The Engineer shall:

- 5.1 Perform a traffic noise analysis in accordance with the current version of the State's (FHWA approved) "*Guidelines for Analysis and Abatement of Roadway Traffic Noise*" The current version of the guidance is located on the State's *Traffic Noise Toolkit* website. Noise analyses shall be performed for all alternatives.
- 5.2 Comply with all noise policy, guidelines and standards found on the State's *Traffic Noise Toolkit* website. Upon request, the City/State will provide the Engineer's Technical Expert with existing and predicted (future) traffic data and, when available, aerial photography.
- 5.3 By project location site visit, identify adjacent, land use development and photo document representative receivers that might be impacted by highway traffic noise and may benefit from feasible and reasonable noise abatement.
- 5.4 Determine existing and predicted noise levels for representative receivers, as follows:

- 5.4.1 For transportation activities on new location, take field measurements of existing noise levels. Field measurements shall be accomplished with sound meters that meet or exceed American National Standards Institute (ANSI) S1.4-1983, Type 2.
 - 5.4.2 For transportation activities not on new location, take field measurements of existing noise levels, perform computer modeling of existing noise levels and predicted (future) noise levels. Field measurements may be necessary for more complex projects and for model validation purposes.
 - 5.4.3 Computer modeling shall be accomplished with the latest FHWA approved *Traffic Noise Model* (TNM) software program which must be purchased at the expense of the Engineer's Technical Expert from the software distributor.
 - 5.5 Identify impacted receivers in accordance with the absolute and relative impact criteria.
 - 5.6 Consider and evaluate all required noise abatement measures for impacted receivers in accordance with the feasible and reasonable criteria.
 - 5.7 Propose noise abatement measures that are both feasible and reasonable.
 - 5.8 Determine predicted (future) noise impact contours for transportation activities where there is adjacent undeveloped property where residential or commercial development is likely to occur in the near future.
- 6 Clean Water Act (CWA) Section 303(d) and Other Impaired Waters
- The Engineer shall:
- 6.1 Address all water quality studies in accordance with Section 303(d) of the CWA as administered by the Texas Commission on Environmental Quality (TCEQ).
 - 6.2 Identify if the project is located within 5 miles of an impaired assessment unit and within the watershed of the impaired assessment unit.
 - 6.3 Identify whether the project drains to any impaired assessment unit.
 - 6.4 Provide the location of the project within the watershed of the impaired assessment unit.
 - 6.5 Identify the impaired assessment unit number, segment name, and segment number.
 - 6.6 Identify the pollutant(s) in the discharge for which the water body is listed, and the year of the 303(d) list used in the assessment

- 6.7 If the impaired assessment unit has a Total Maximum Daily Load (TMDL) that has been approved by the Environmental Protection Agency (EPA), provide:
 - 6.7.1 the name and date of the TMDL,
 - 6.7.2 the name and date of any corresponding Implementation Plan, and
 - 6.7.3 a discussion of whether the project is consistent with the approved TMDL and Implementation Plan.
 - 6.8 If unit does not have a TMDL that has been the impaired assessment approved by the EPA, indicate:
 - 6.8.1 that the impaired assessment unit does not have a TMDL that has been approved by the EPA, and if the project could discharge the pollutant identified in (d) above. If yes, discuss measures that will be taken to prevent or reduce the likelihood of such a discharge.
 - 6.8.2 Discuss the Best Management Practices (BMPs) that will be used-particularly at the discharge point to the water body to meet other water quality regulations, such as vegetative swales, silt fencing, compliance with the Texas Pollutant Discharge Elimination System (TPDES).
- 7 Clean Water Act, Section 404
- 7.1 The Engineer shall identify all waters within the boundaries of the project area.
 - 7.2 The Engineer shall make a preliminary determination of USACE jurisdiction. Restrict the level of effort to identification without formal delineation
 - 7.3 The Engineer shall delineate waters of the United States (WOUS), including wetlands.
 - 7.3.1 Provide documentation which shall include all records from field work and a compilation of field documentation for all WOUS, including wetland delineations. Wetland delineations shall be performed in accordance with the current USACE Wetlands Delineation Manual (Technical Report Y-87-1) and, the appropriate regional supplement, including the Great Plains, Arid West, or Atlantic and Gulf Coastal Plain Supplement to Technical Report Y-87-1.
 - 7.3.2 Stake all WOUS boundaries in the field.
 - 7.4 Map the boundaries of all WOUS using field-collected and post-processed Global Positioning System (GPS) points. The Engineer shall provide a land survey of the WOUS boundaries within 48 hours of the

completion of the delineation. The land survey shall follow the General Standards for Surveying.

7.5 When the City is to apply for a permit, the permit and supporting documentation shall be the report and deliverable.

7.6 Draft and Final Deliverable.

7.6.1 The Engineer shall produce a draft and final delineation report for WOUS including wetlands. The draft report will be submitted to the City/State for review and approval by the City/State and USACE, if applicable. In the final report, address City/State and USACE comments from the draft report. The revised final report shall be delivered to the City/State within 10 days of receipt of comments from the City/State or USACE.

7.6.2 The location of all sites, cities, villages, highways, rivers and other features or place names discussed in the text and situated in the project locale shall be shown on the appropriate figure. All tables, figures and maps shall have a number, title, appropriate explanatory note and a source reference. In addition, where applicable, figures and all maps shall display a title, north arrow, scale, legend and source reference.

7.6.3 The report shall be in the following format:

- Cover Sheet

In accordance with the State's NEPA MOU, on the cover page of the WOUS Determination and Delineation Report prepared under the authority granted by the MOU, the Engineer shall insert the following language in a way that is conspicuous to the reader or include in a CE project record:

"The environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 16, 2014, and executed by FHWA and TxDOT."

- Introduction

- Who authorized the WOUS delineation.
- Why the WOUS delineation is being done.
- Location of site (USGS 7.5' Map).
- Date of field visit(s).
- Identification of delineators.

- Methods

- Brief description of the method used.
- State any modification of the method.
- Source of existing information.
- Results and Discussion
 - Description of the site.
 - Topography of the site.
 - Plant communities of the site.
 - Soil types identified on the site.
 - Hydrology information of the site.
 - Existing wetland mapping (e.g., NWI, State, and local).
- Findings
 - Types of all WOUS identified on the site (e.g., Cowardin, et al. 1979).
 - ◆ Description of WOUS identified.
 - ◆ Locations of WOUS.
 - ◆ Area of WOUS (in acres).
 - ◆ Contrast with non WOUS.
 - ◆ How was the WOUS boundary chosen (e.g., feature on landscape).
 - Types of other waters identified on the site.
 - ◆ Description of the other waters.
 - ◆ Locations of the other waters.
 - ◆ Area of the other waters.
 - ◆ How was the other water boundary chosen (e.g., feature on landscape).
- Conclusion
 - Table summary of total area and types of all WOUS.
 - A map showing the location of each WOUS, including wetlands, and where a Wetland Data Form was completed.
 - Statement regarding the need for permits.
 - Caution that final authority rest with the

appropriate agencies.

- Literature Cited
- Appendix (Routine Wetland Determination Data Forms and, if required, Atypical Situation Data Forms).

8 Floodplain Impacts

The Engineer shall determine whether the Transportation Activity has the potential to affect floodplains. Document Trinity River Corridor Development Certificate Regulatory Zone requirements (Dallas and Fort Worth Districts), and International Boundary Water Commission (IBWC) requirements (Transportation Activity within the floodplain of the Rio Grande) if the project is within the area covered by these regulations. Studies for floodplain impacts shall fulfill the requirements of Executive Order 11988 and 23 CFR 650, Subpart A.

- 8.1 Briefly describe the watershed characteristics of the study area in terms of land uses and changes in land use that may affect stream discharge.
- 8.2 Briefly describe the streams in the study area, including evidence of stream migration, down cutting, or aggradations.
- 8.3 Identify the presence and nature (e.g., zone A, zone AE, zone AE with floodway) of any Federal Emergency Management Agency (FEMA) mapped floodplains. Include the panel number.
- 8.4 Indicate the existence of any significant development associated with the mapped area and identify the jurisdiction responsible for the floodplain.
- 8.5 Identify the locations where an alternative will encroach on the base (100-year) floodplain ("encroachments"), where an alternative will support incompatible floodplain development and the potential impacts of encroachments and floodplain development. This identification should be included in the text and on a map.
- 8.6 Include a list of all jurisdictions having control over floodplains for each alternative.
- 8.7 Where an encroachment or support of incompatible floodplain development results in impacts, the report shall provide more detailed information on the location, impacts and appropriate mitigation measures. In addition, if any alternative (1) results in a floodplain encroachment or supports
- 8.8 incompatible floodplain development having significant impacts, or (2) requires a commitment to a particular structure size or type, the report shall include an evaluation and discussion of practicable alternatives to the structure or to the significant encroachment. The report shall

include exhibits which display the alternatives, the base floodplains and, where applicable, the regulatory floodplains.

- 8.9 For each alternative encroaching on a designated or regulatory floodplain, the report shall provide a preliminary indication of whether the encroachment would be consistent with or require a revision to the regulatory floodplain. If the preferred alternative encroaches on a regulatory floodplain, the report shall discuss the consistency of the action with the regulatory floodplain. In addition, the report shall document coordination with FEMA and local or state agencies with jurisdiction indicating that revision would be acceptable or that a revision is not required.
- 8.10 If the preferred alternative includes a floodplain encroachment having significant impacts, the report shall include a finding that it is the only practicable alternative as required by 23 CFR 650, Subpart A. The finding shall refer to Executive Order 11988 and 23 CFR 650, Subpart A. In such cases the report shall document compliance with the Executive Order 11988 requirements and shall be supported by the following information:
 - 8.10.1 The reasons why the proposed action must be located in the floodplain;
 - 8.10.2 The alternatives considered and why they were not practicable; and
 - 8.10.3 A statement indicating whether the action conforms to applicable state or local floodplain protection standards;
- 9 Stormwater Permits (Section 402 of the Clean Water Act)
The Engineer shall:
 - 9.1 Describe the need to use the TPDES General Permit, TX 150000. The text will describe how the project will comply with the terms of the TPDES, including the Stormwater Pollution Prevention Plan.
 - 9.2 Describe the need for Municipal Separate Storm Sewer System (MS4) notification. List MS4 participating municipalities.
- 10 USACE Permits
Section 10 of the Rivers and Harbors Act (33 USC 403). The Engineer shall determine whether the Transportation Activity requires a Section 10 permit and, if necessary and upon approval by the City/State, prepare and submit permit applications to USACE and obtain the permits.
Section 404 of the CWA (33 USC 1344). The Engineer shall determine whether the Transportation Activity requires a Section 404 permit (Regional General or Nationwide [NWP] or Individual Permit [IP]) and, if necessary and upon approval by the City/State, prepare and submit a permit application (i.e., Regional General Permit (RGP) application, Pre-Construction Notification

(PCN), or IP application) to USACE and obtain the permit. RGP applications, PCNs, and IP applications will be prepared in accordance with current USACE policies and regulations.

If the permit is an IP, upon approval by the City/State, the Engineer shall prepare and submit a Tier 1 checklist or a Tier II 401 certification questionnaire and water quality certification documentation to TCEQ and USACE.

The Engineer shall provide the City/State with documentation (including all original correspondence) of consultation with USACE and TCEQ.

The Engineer shall keep the City/State informed during the permit coordination process.

11 USCG Section 9 Permit (33 USC 401)

The Engineer shall:

- 11.1 Determine whether streams or other water bodies crossed by a proposed transportation facility are navigable as defined in the USCG Commandant Publication P16591.3A, *"Bridge Permit Application Guide."*
- 11.2 Consult with the USCG, and FHWA if needed, to obtain USCG concurrence on navigability and the need, if any, for a USCG Bridge Permit.
- 11.3 Provide the City/State with documentation (including all original correspondence) of consultation with the USCG.
- 11.4 Upon approval by the City/State, submit permit application and obtain a USCG Bridge Permit for bridges crossing navigable waters. The permit(s) shall be obtained in accordance with the USCG Commandant Publication P16591.3A, *"Bridge Permit Application Guide."*

12 Fish and Wildlife Coordination Act (FWCA)

The Engineer shall identify water body modifications and impacts to wildlife. The Fish and Wildlife Coordination Act (FWCA) applies to projects that would result in the control or modification of a natural stream or body of water and would require a Section 404 Individual Permit.

13 Threatened or Endangered Species

The Engineer shall perform biological services.

- 13.1 Surveys for Protected Species or Habitat of Protected Species based on the most current State and TPWD MOU (Effective 2013) and USFWS survey protocols The Engineer shall:

- 13.1.1 Perform surveys of protected species or habitat of protected species. This shall include:

- All species listed by the United States Fish and Wildlife

Service (USFWS) as threatened or endangered or proposed for listing as threatened or endangered (50 CFR 17.11-12),

- All species that are candidates for review for listing by USFWS as threatened or endangered (per most recently updated list in Federal Register),
- Species listed as threatened or endangered species or species of greatest conservation need (SGCN) by the State of Texas Threatened and Endangered Species Listings, Texas Park and Wildlife Department (TPWD),
- Species protected by the Migratory Bird Treaty Act (50 CFR 10.13) and the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c).

13.1.2 Examine existing data to determine the likelihood that rare species, protected species, their habitat, or designated critical habitat (per 50 CFR §17.94-95) could be impacted by the Transportation Activity. Existing data shall include the Element Occurrence Identification (EOID) records of the TPWD Natural Diversity Database, following the Guidelines set forth in the most current version of TPWD's Guidelines for TXNDD Data Analysis in TxDOT Environmental Documents.

13.1.3 Perform an effect determination pursuant to the Endangered Species Act (ESA) for all federally listed species. A determination of impact must be included for all state-listed species. The determination of effect and impact must be supported by evidence and may require a detailed assessment. Any technical reports used to support the determination(s) must be referenced and provided to the City/State.

13.1.4 Determine whether critical habitat is present in the study area and whether the Transportation Activity will affect that critical habitat.

13.1.5 Perform species-specific habitat surveys, presence or absence surveys for protected species, or critical habitat (per 50 CFR 17.94-95) and rare species.

13.1.6 Conduct surveys for the presence or absence of protected species according to protocols adopted by USFWS and TPWD for all protected species for which such protocols have been established.

13.1.7 Personnel conducting presence or absence surveys for protected species shall hold appropriate USFWS and TPWD permits at the time surveys are performed.

- 13.1.8 Conduct presence or absence surveys during the time of the year appropriate for each species. If the Engineer's Technical Expert believes that a work authorization to conduct a presence or absence survey does not adequately consider timing of the survey, notify the City/State as soon as the issue with the survey timing is recognized.
- 13.1.9 Furnish the City/State with completed Biological Evaluation Form and Engineer's Technical Expert's field notes.
- 13.1.10 Coordinate between the City/State and USFWS or TPWD as directed by the City/State to ensure proper rules, regulations and policies are followed for biological services. All coordination between the Engineer's Technical Expert and resource agencies shall be approved in advance by the City/State.
- 13.2 Habitat Analysis and Characterization of Project Study Area. The Engineer shall perform an analysis and characterization of habitat and habitat impacts for the study area and documented on the Biological Evaluation Form. The habitat analysis shall be based on the most current State and TPWD MOU and associated Programmatic Agreements.
- 13.2.1 For transportation activities involving no new ROW or easements, including temporary easements, this includes:
- The habitat descriptions of habitat types (e.g., forested, prairie, riparian, floodplain, rangeland, agricultural) in the study area are based upon the 2013 MOU.
 - The habitat description shall indicate the vegetative type(s) listed for the study area in the 2013 MOU.
 - The habitat description shall include a description of the existing vegetation within and adjacent to the right-of-way, as per the 2013 MOU.
 - The habitat description shall describe habitat for protected species if such habitat occurs within or adjacent to the ROW.
 - The description shall be supplemented with topographic maps (based on USGS 7.5' maps, aerial photos, on-site photographs and per the 2013 MOU.
 - Maps and aerial photographs shall be annotated to indicate the locations and areas of distinct vegetative types if any have been identified during field inspections.
 - Photographs shall illustrate representative vegetation for each vegetation type. Aerial

photographs (with dates) shall be provided when available.

13.2.2 If the vegetation within the ROW does not match the description as per the 2013 MOU or if there is an unusual difference between the vegetation in the ROW and outside the ROW, details shall be included in the description to clearly explain the differences in vegetative content between the existing vegetation and the 2013 MOU. For transportation activities involving new ROW or easements, including temporary easements, the habitat description shall address the entire study area. For projects with multiple alternatives, all alternatives shall be described to the same level of detail. If lack of access to the new location ROW limits field observation for the habitat description, existing published sources shall be used to provide an estimate. All elements of description required for projects with no new ROW (above) shall be included. Land use within and outside the proposed ROW shall be described. In addition, the description of vegetation in the new ROW or easements shall include the following:

- Dominant Species for each vegetation stratum (i.e., tree, shrub, vine, herbaceous [grass and forbs]) present,
- Height of trees (range), if present,
- Diameter at Breast Height (DBH) of trees (range and average), if present,
- Percent canopy cover of trees, if present,
- Acreage for each vegetation type present.

13.2.3 The habitat analysis shall contain a description of anticipated impacts to the following:

- Any vegetation, broken down by plant community (as above),
- Unusual vegetation features (as above),
- Special habitat features (as above),
- Habitat for any protected species (as above),
- Any other habitat feature identified by and considered to be important to the City/State's District.

Note: The description of anticipated impacts shall be based on impacts that can be predicted as a result of construction activities and the kind(s) of facility proposed for the Transportation Activity. If the Engineer's Technical Expert believes that the City/State has not provided

sufficient engineering and other data to support a description of anticipated impacts, notify the City/State, and the Engineer's Technical Expert and the City/State will negotiate an appropriate level of description of anticipated impacts.

- 13.3 Survey Reports and Habitat Analyses included in the appendices of the Biological Evaluation Form must follow all guidelines and requirements as specified by the TxDOT *Environmental Compliance Toolkits*.
- 14 Invasive Species

The Engineer shall address EO 13112 on Invasive Species as per the *Ecological Resources Handbook* (TxDOT *Environmental Online Toolkit*).
- 15 Essential Fish Habitat

The Engineer shall perform Essential Fish Habitat studies. Studies shall fulfill the requirements of 50 CFR 600.920.

The Engineer shall:

 - 15.1 Determine if Essential Fish Habitat is present in the project area.
 - 15.2 Determine if the project will adversely affect Essential Fish Habitat.
 - 15.3 Describe adverse impacts, if any. (If Essential Fish Habitat will be impacted, then consultation is required)
- 16 Beneficial Landscaping

Address Executive Memorandum on Beneficial Landscaping of April 26, 1994 as per the *Ecological Resources Handbook* (TxDOT *Environmental Online Toolkit*).
- 17 Farmland Impacts

Determine farmland impacts. Identification of farmland impacts shall be in accord with the Farmland Protection Policy Act (FPPA) (7 USC 4201 et. seq.) and the *Ecological Resources Handbook* (TxDOT *Environmental Online Toolkit*) guidance on addressing FPPA, which includes determining whether the project is exempt or completion of Form AD 1006 or CPA 106 as appropriate.
- 18 Initial Assessment of Hazardous Materials Impacts

The Engineer shall:

 - 18.1 The Engineer shall perform an Initial Site Assessment (ISA) for potential hazardous materials impacts for the limits of the study area. The Engineer is responsible acquiring the latest version of TxDOT's *Hazardous Materials Initial Site Assessment* (ISA) located in the *Hazardous Materials Toolkit* (<http://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits/haz-mat.html>).

- 18.1.1 Note: The ISA shall determine the potential for encountering hazardous materials in the study area, including possible environmental liability, increased handling requirements (e.g. soil or groundwater), and potential construction worker health and safety issues.
- 18.1.2 Note: The Engineer is responsible for reviewing and being familiar with the State's guidance related to the development of the ISA and the Hazardous Material process. All guidance and information related to this can be found on the *Hazardous Materials Toolkit*.
- 18.2 Produce and submit to the City/State a completed ISA using the State's *ISA Environmental Compliance Toolkit* guidance format.
- 18.3 The Engineer's completed ISA shall include, when applicable, full copies of list search reports, including maps depicting locations, copies of agency file information, photographs, recommendations, and any other supporting information gathered by the Engineer to complete the ISA.
- 18.4 Based on the ISA information, the Engineer shall provide the City/State a report discussing the known or potential hazardous materials impacts suitable for inclusion in the environmental document. The report of hazardous materials impacts shall include, when applicable:
- 18.4.1 A concise summary of relevant information gathered during the ISA, including sufficient information to show that the study area for the Transportation Activity was adequately investigated for known or potential hazardous material contamination.
- 18.4.2 A concise description of the scope of the hazardous materials ISA, disclosure of any limitations of the assessment, and a statement indicating who performed the assessment.
- 18.4.3 A concise summary of the findings of the assessment for each alternative considered, along with an opinion of the potential of an identified site to impact the project during construction.
- 18.4.4 A discussion of any commitments recommended for performing further investigation of suspect areas, and justification for postponement of further investigation.
- 18.4.5 A summary of efforts to be employed by the City to avoid or minimize involvement with known or suspected hazardous material contamination sites during construction, and justification for not avoiding contaminated sites within the preferred alternative or corridor alignment.
- 18.4.6 Disclosure of known or suspected hazardous material contamination that is anticipated to be encountered during construction.

18.4.7 A discussion of any required or recommended special considerations, contingencies or provisions to handle known or suspected hazardous material contamination during right-of-way negotiation and acquisition, property management, design and construction.

18.4.8 A summary of any early coordination or consultation conducted with the regulatory agencies, local entities or property owners.

18.4.9 A discussion of any further hazardous materials related coordination with, and approvals or permits required from, the regulatory agencies or other entities.

- 18.5 Should the findings of the ISA conclude that additional investigation, special considerations, or other commitments from the City/State are required during future stages of project development, the Engineer shall review those findings and commitments with the City/State prior to completing the hazardous materials discussion for the environmental document.
- 19 Public Involvement (23 CFR §771.111)
- The Engineer shall:
- 19.1 Perform public involvement activities in accordance with TAC, Title 43, Part 1, Chapter 2 and 36 CFR 800.2.
 - 19.2 Develop a plan for public involvement activities. The Public Involvement Plan (PIP) shall specify all activities to be performed and alternatives to be discussed during public involvement activities and address the cultural and human environmental potential impacts. Public involvement activities must be carried out in compliance with EO 13166 and EO 12898. The plan shall also discuss outreach strategies for both the general public and targeted strategies EJ and LEP populations.
 - 19.3 Compile, maintain and update a mailing list of people, agencies and organizations interested in the Transportation Activity.
 - 19.4 Make all arrangements and pay for meetings with affected property owners (MAPOs), public meetings and hearings, including the site of the meetings, mailing and publishing notices, preparation of exhibits, provision for taping or transcription of proceedings, and any other arrangements as directed by the City/State. The Engineer's Technical Expert shall not hold public meetings or hearings in the absence of City/State personnel.
 - 19.5 Submit all legal notices to the City/State for review no less than 4 weeks prior to publication, as newspapers must receive final copy two-to-three weeks in advance of publication.
 - 19.6 Arrange a meeting with the City/State to review all exhibits and other materials to be used prior to public meetings or hearings.

- 19.7 Obtain the City/State's approval for all legal notices, exhibits, and other materials.
- 19.8 Provide personnel to staff meetings and hearings, including a translator and people to perform registration, make presentations, and answer questions. Staffing levels of personnel to be provided shall be identified.
- 19.9 Develop and submit to the City/State a public meeting documentation packet consistent with the *Environmental Compliance Toolkits*. the documentation packet shall be included in the environmental document.
- 19.10 Develop and submit to the City/State a report consistent with the *Environmental Compliance Toolkits*.
- 19.11 Provide website updates to disseminate information on the Transportation Activity and to gather comments from the public, if directed by the City/State. All updates will be provided to the City/State for incorporation.
- 20 Section 4(f) Evaluations
The Engineer shall provide all Section 4(f) evaluations that meet the requirements set forth in the State's *Environmental Compliance Toolkit* guidance.
- 21 Section 6(f) Evaluation
The Engineer shall determine if Land and Water Conservation Fund Act funds were used for the Section 4(f) property in accordance with the regulatory requirements and TPWD guidelines.
- 22 Indirect and Cumulative Impacts (ICI) Analysis
The Engineer shall provide all indirect and cumulative impacts (ICI) that meet the requirements set forth in the State's *Environmental Compliance Toolkit* guidance.

Specifically:

- 1. Documents
 - A. Draft EA
 - B. Revised Draft EA
 - C. Draft EA for Public Hearing
 - D. Final EA
- 2. EA Sections
 - A. Community Impacts
 - B. Historic Resource identification, evaluation and documentation services
 - C. Archeological background studies

- D. Air quality studies
- E. Traffic noise studies
- F. Clean water act section 303(d) and other impaired waters
- G. Clean water act section 404
- H. Floodplain impacts
- I. Stormwater permits (section 402 of the clean water act)
- J. USACE Permits
- K. USCG Section 9 Permit (33 USC 401)
- L. Fish and Wildlife coordination act (FWCA)
- M. Threatened or endangered species
- N. Invasive species
- O. Essential fish habitat
- P. Beneficial landscaping
- Q. Farmland impacts
- R. Initial assessment of hazardous materials impacts
- S. Public involvement (23 CFR §771.111)
- T. Section 4(f) evaluations
- U. Section 6(f) evaluation
- V. Indirect cumulative impacts (ICI) analysis

120.4 Reference Documents

In General:

The Engineer shall adhere to the content of TxDOT's On-Line *Environmental Compliance Toolkit* guidance.

Specifically:

1. Environmental compliance toolkit

FUNCTION CODE 130(130) – RIGHT-OF-WAY (ROW) DATA

General Standards for Surveying

All surveys must meet or exceed the standards set in the Professional Land Surveying Practices Act, the General Rules of Procedures and Practices promulgated by the Texas Board of Professional Land Surveying (TBPLS), and the Texas Department of Transportation (TxDOT) TxDOT Survey Manual, latest edition, and shall be accomplished in an organized and professional manner, subject to the approval of the City/State.

The Engineer's Surveyor shall use the State's ROW Vol. 1 - Procedures Preliminary to

Release, (online at: <http://onlinemanuals.txdot.gov/txdotmanuals/ppr/index.htm>) and the TxDOT Survey Manual, latest edition, as the basis for the format and preparation of all right-of-way documents produced, including Right-of-Way (ROW) maps, property descriptions (including parcel plats), and other Right-of-Way work products, unless otherwise specified by the City/State.

The Engineer's Surveyor shall use the North American Datum of 1983 (NAD83), Texas Coordinate System of 1983 (State Plane Coordinates), applicable to the zone or zones in which the work is performed, with values in U.S. Survey Feet, as the basis for all horizontal coordinates derived, unless otherwise directed by the City/State. The Engineer's Surveyor shall use the datum adjustment currently in use by the State unless otherwise specified by the City/State.

Project or surface coordinates must be calculated by applying a Combined Adjustment Factor (CAF) to State Plane Coordinate values. The City/State may direct the Engineer's Surveyor to use a specific CAF for a project to: a) match existing or ongoing projects, b) conform to a county-wide surface adjustment factor, or c) be calculated specifically for the project area.

Elevations must be based on the North American Vertical Datum 88 (NAVD88), unless otherwise specified by the City/State.

All GPS work, whether primary control surveys or other, must meet or exceed the current TxDOT Survey Manual, latest edition, to the order of accuracy specified in the categories listed below or in a work authorization. If the order of accuracy is not specified in this Contract or in a work authorization, the work must meet or exceed the order of accuracy specified in the publications listed in this paragraph.

All conventional horizontal and vertical control surveys must meet or exceed the TxDOT Survey Manual, latest edition, and the Texas Society of Professional Surveyors (TSPS) Manual of Practice for Land Surveying in the State of Texas, latest edition, to the order of accuracy specified, and in the categories listed below or in a work authorization. If the order of accuracy is not specified in this Contract or in a work authorization, the work must meet or exceed the order of accuracy specified in the publications listed in this paragraph.

In order to ensure accuracy and accountability of the services provided under this Contract, the City/State may require the Engineer's Surveyor to certify work performed under this Contract as true and correct according to FGCS standards, the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

The Engineer's Surveyor shall provide temporary signing and traffic control in and around survey operations; the signing and traffic control shall comply with provisions of the Texas Manual of Uniform Traffic Control Devices. All signs, flags and safety equipment shall be provided by the Engineer's Surveyor. The Engineer's Surveyor shall notify the Public Information Office of the District where the work is to be performed at least five working days in advance of any lane closures.

The Engineer's Surveyor shall provide all personnel, equipment, and materials

necessary for the performance of the activities required by this agreement or by any work authorization.

The Engineer's Surveyor shall provide Survey Data (original and processed) to the City/State on a compact disk or other approved medium. The Survey Data must be fully compatible with the City/State's computer system and with programs in use by the City/State at the time of the submission, without further modification or conversion. The current program formats used by the State are: *Microsoft Office Word 2010* for word processing, *MicroStation V8i* and *GEOPAK Survey* for graphics applications and ArcGIS for its Geo-Database platform. Data collection programs must be compatible with the current import formats allowed by *GEOPAK Survey* and be attributed with current Feature Codes. These programs may be replaced at the discretion of the City/State.

Variations from these software applications or other requirements listed above shall only be allowed if requested in writing by the Engineer's Surveyor and approved by the City/State.

The Engineer's Surveyor shall perform Quality Control/Quality Assurance on all procedures, field surveys, data, and products prior to delivery to the City/State. The City/State may also require the Engineer's Surveyor to review the survey work performed by other surveyors. If, at any time, during the course of reviewing a submittal of any item it becomes apparent to the City/State that the submittal contains errors, omissions, and inconsistencies, the City/State may cease its review and return the submittal to the Engineer's Surveyor immediately for appropriate action by the Engineer's Surveyor. A submittal returned to the Engineer's Surveyor for this reason is not a submittal for purposes of the submission schedule.

The Standards for services that are not boundary-related but that relate to surveying for engineering projects may be determined by the construction specifications, design specifications, or as specified by the City/State.

Specific Work to Be Performed

The Engineer's Surveyor shall perform surveying services for projects and locations as directed by the City/State per the function codes and description of work provided below.

130.1 ROW MAPPING

In General:

ROW Mapping includes the performance of on the ground surveys and preparation of parcel maps, legal descriptions (metes and bounds descriptions), and right-of-way maps.

1 PURPOSE

The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.

2 DEFINITIONS

For purposes of this Contract, the following definitions shall apply:

- 2.1 Abstract Map (Working Sketch) – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.
- 2.2 Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.
- 2.3 Denial of Access Line – A line which indicates specific location where access to the roadway is denied.
- 2.4 Property Description – A document prepared as an exhibit for the conveyance of a property interest, reflecting a boundary survey, signed and sealed by a Registered Professional Land Surveyor (RPLS), attached to an acquisition deed as Exhibit A, and consists of the following two (2) parts:
 - 2.4.1 A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.
 - 2.4.2 A parcel plat – An 8 ½ inch by 11 inch formatted drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.
- 2.5 Owner – The most current title holder of record as determined by a study of the Real Property Records.
- 2.6 Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use.
 - 2.6.1 A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.
- 2.7 Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they must include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.
- 2.8 Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.

- 2.9 Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing must be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.
- 2.10 Preliminary Right-of-Way Layout – A drawing to scale depicting proposed right-of-way lines; existing right-of-way lines; proposed pavement; access denial lines; the proposed centerline alignment, private property lines; easement lines; visible improvements; visible utilities; and the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition.
- 2.11 Right-of-Way Maps – A series of 22 inch by 34 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, and locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project.

3 PROCEDURE

All standards, procedures and equipment used by the Engineer's Surveyor shall be such that, at a minimum, the results of the survey shall be in compliance with the "Precision and Accuracy Requirements" set forth by the latest Board Rule as promulgated by the Texas Board of Professional Land Surveying (TBPLS).

3.1 Abstract Map (Working Sketch)

The Engineer's Surveyor shall prepare an abstract map sufficient to determine the following:

- 3.1.1 Any and all interests of public record held in the land to be acquired.
- 3.1.2 The total record holdings to be acquired from an owner contiguous to a land.
- 3.1.3 Any and all interests in land held in common to be acquired (shopping mall parking lots, subdivision reserves, etc.)
- 3.1.4 Any and all improvements proposed by other agencies which may have a bearing on project development.
- 3.1.5 All called monuments, bearings, and distances as per recorded information.

3.2 Right-of-Way Map

The Engineer's Surveyor shall field locate items such as: property corners, existing right-of-way markers, improvements, and visible utilities. The Engineer's Surveyor shall verify and update the planimetric file as directed by the City/State.

The Engineer's Surveyor shall prepare a right-of-way map for each proposed right-of-way project. A right-of-way map must include a title sheet, an index sheet, a survey control index sheet, a horizontal control data sheet, and sufficient plan sheets to cover the proposed project, and other sheets as directed by the City/State. The State has developed standard title sheets, index sheets, and plan sheets, copies of which the Engineer's Surveyor shall request and secure for all purposes of this Contract.

By mutual agreement between the TBPLS and the State, right-of-way maps need not be signed and sealed by a RPLS.

Plan sheets must include, but need not be limited to, the following items of information:

- 3.2.1 Proposed right-of-way lines delineated with appropriate bearings, distances, and curve data. Curve data must include the radius, delta angle, arc length, and long chord bearing and distance.
- 3.2.2 Existing right-of-way lines delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data must include the radius, delta angle, arc length, and long chord bearing and distance.
- 3.2.3 The proposed project baseline alignment delineated with appropriate bearings, distances, and curve data. Curve data must include the station of the curve, Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations must be labeled as to station.
- 3.2.4 Proposed paving lines combined with relevant existing paving lines must be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final product submitted to the City/State must be shaded with a dot pattern or highlighted by some other means acceptable to the City/State.
- 3.2.5 Denial of Access lines must be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted.

- 3.2.6 Private property lines must be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.
- 3.2.7 League lines and survey lines must be shown and identified by name and abstract number.
- 3.2.8 County lines and city limit lines must be located and identified by name.
- 3.2.9 A north arrow must be shown on each sheet, and, if possible, located in the upper right corner of the sheet.
- 3.2.10 Monumentation set or found must be shown and described as to material and size.
- 3.2.11 A station and offset must be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be shown with respect to the proposed centerline alignment.
- 3.2.12 Intersecting and adjoining public right-of-ways must be shown and identified by name, right-of-way width, and recording data.
- 3.2.13 Railroads must be shown and identified by name, right-of-way width, and recording data.
- 3.2.14 Utility corridors must be identified as to easement or fee.
- 3.2.15 Easements and fee strips must be shown and identified by width, owner, and recording data.
- 3.2.16 Building lines or set-back lines must be shown and identified.
- 3.2.17 Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line must be shown and identified.
- 3.2.18 Structures must be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).
- 3.2.19 Structures which are severed by a proposed right-of-way line must be dimensioned to the extent necessary to completely delineate the severed parts.
- 3.2.20 Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line must be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.
- 3.2.21 In cases where structures are located outside the proposed right-of-way corridor and within ten feet of a proposed right-of-

way line, the shortest distance between the structure and the proposed right-of-way line must be shown.

- 3.2.22 If the structure is an element of the planimetric furnished to the Engineer's Surveyor by the City/State, the Engineer's Surveyor may snap to the structure to determine the shortest distance to the proposed right-of-way line. However, if the distance is less than three feet, the Engineer's Surveyor shall verify the distance in the field.
- 3.2.23 Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line must be shown and identified.
- 3.2.24 Visible location of vents and filler caps of underground fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of the corridor must be determined and shown.
- 3.2.25 Points of commencing and points of beginning must be shown and labeled. Points of beginning must be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.
- 3.2.26 Each parcel of land to be acquired must be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the Engineer's Surveyor is unfamiliar with the criteria used by the City/State to assign parcel numbers, the Engineer's Surveyor shall seek the assistance of the City/State at the time the abstract map is complete.
- 3.2.27 An ownership tabulation must be shown that includes the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and right of the centerline alignment or both. Types of conveyance, film code and file numbers refer to conveyances to the State and will be added to the right-of-way map by the State at a later date. The Engineer's Surveyor must provide several blank lines in the tabulation block to facilitate future map additions.
- 3.2.28 A parent tract inset must be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines must be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.29 A note must be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used. The note must also include the National Geodetic Survey (NGS) or other basis monument(s) name or identification number, State Plane Coordinate zone information, EPOCH information, Grid or Surface values and the Combined Adjustment Factor or Surface Adjustment Factor.

3.2.30 Appropriate notes must be included on the title sheet and each map sheet stating the following:

- Month(s) and year abstracting upon which the map is based.
- Month(s) and year field surveys were conducted upon which the map is based.
- Month and year the map was completed by the Engineer's Surveyor.

3.2.31 The right-of-way Control-Section-Job (CSJ) number, if available, shall be shown on each right-of-way map sheet.

3.2.32 The Engineer's Surveyor shall Place four Tick Marks, one in each quadrant of the map sheet, showing the Latitude and Longitude (Lat/Long) and the surface coordinate of each mark. The tick marks may be placed on the match lines of each map sheet, if convenient. A foot note must also be placed on the sheet defining the tick marks as Lat/Long in Decimal Degrees.

3.3 Exhibits

The Engineer's Surveyor shall prepare a Property Description for each parcel or tract consisting of two parts: (1) a metes and bounds description of the property and (2) a parcel plat. Each part of a Property Description must be signed and sealed by a RPLS.

3.3.1 Metes and bounds description

A metes and bounds description must be prepared for each parcel of land to be acquired. The State has developed standard formats for metes and bounds descriptions, copies of which the Engineer's Surveyor shall request and secure for all purposes of this Contract. Metes and bounds descriptions must include, but need not be limited to, the following items of information:

- State, County, and Survey within which the proposed parcel of land to be acquired is located.
- A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.

- A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract.
- Where possible, the Engineer shall use execution dates in deed references as opposed to recording or filing dates. In any case, the metes and bounds description shall make clear which date is being used.
- A point of commencing.
- A point of beginning with the appropriate N and E surface coordinates.
- A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
- Curve data must include the radius, delta angle, arc length, and long chord bearing and distance.
- Each course must be identified either as a proposed right-of-way line, an existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract must be described with an appropriate adjoiner call.
- A description of all monumentation set or found shall include, as a minimum, size and material.
- A reference to the source of bearings, coordinates, and datum used.

3.3.2 Parcel plat

A parcel plat must be prepared for each parcel of land to be acquired. The State has developed standard formats for parcel plats, copies of which the Engineer's Surveyor shall request and secure for all purposes in this Contract. Parcel plats must include each and every item of information shown on the right-of-way map which concerns the individual parcel.

4 ADHERENCE TO STANDARDS

For purposes of clarity, consistency, and ease of understanding, the State, as an acquiring agency of private property for public use, has adopted standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. The Engineer's Surveyor shall adhere to these standards and formats to every extent possible to ensure that the needs of the State are met.

5 GENERAL SPECIFICATIONS

For purposes of this Contract, the following general specifications for right-of-way mapping apply:

- 5.1 Completed right-of-way maps must be submitted to the City/State in both Microstation CADD files and Adobe PDF format that conform to producing a final print or plot which is 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned $\frac{1}{2}$ inch from the top, bottom, and right edge of the sheet.
- 5.2 Parcel plats must be submitted to the City/State on 8 $\frac{1}{2}$ inch by 11 inch bond paper with respective borders of 7 $\frac{1}{2}$ inches by 10 inches, positioned $\frac{1}{2}$ inch from the top, bottom, and right edge of the sheet. Match lines must be used where more than one sheet is required.
- 5.3 Right-of-way maps must be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects with prior approval by the City/State.
- 5.4 The smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100) because right-of-way maps are reduced in size by one-half for archiving purposes. A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the State.
- 5.5 Parcel plats must be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used with prior approval by the City/State. In the case of a very large parcel which would be difficult to show with clarity on a single 8 $\frac{1}{2}$ inch by 11 inch sheet, the Engineer's Surveyor shall use multiple 8 $\frac{1}{2}$ inch by 11 inch sheets with matching lines.
- 5.6 The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).
- 5.7 Property descriptions shall be submitted on 8 $\frac{1}{2}$ inch by 11 inch bond paper.
- 5.8 The Engineer's Surveyor shall obtain City/State approval prior to using a paper product not previously approved by the City/State.

6 GENERAL REQUIREMENTS

For purposes of this Contract, the following general requirements shall apply:

- 6.1 Copies of instruments of record submitted to the City/State must be indexed by parcel number.
- 6.2 Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions must be surface coordinates based on the Texas Coordinate System. The appropriate combined adjustment factors (sea level factor multiplied by the scale factor) for each zone of the

coordinate system, which have been developed by the City/State, must be noted.

In order to obtain surface coordinates, the Engineer's Surveyor shall multiply grid coordinates by the appropriate combined adjustment factor for each zone, as provided by the City/State (The Grid coordinates multiplied by the combined adjustment factor = surface coordinates).

- 6.3 Line and curve tables may be used when necessary.
- 6.4 The number of centerline alignment stations to be shown on a single plan sheet are restricted to the extent necessary to allow approximately four inches between match lines and sheet borders for future details and notes.
- 6.5 A minimum four inch by four inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.
- 6.6 Based on the discretion and direction of the City/State, a 5/8 inch Iron Rod with the State's Aluminum Cap (or other appropriate monument) may be set on the proposed right-of- way line, and may be replaced at a later date with the State's Type II right-of-way marker.

When the State's 5/8" iron rod with the State's Aluminum Cap is set for PCs, PTs, Pls, and 1500 foot stations, the double asterisk symbol (**) must be shown on the map sheets and written into and shown in the property description and must be accompanied by the following note:

**The monument described and set may be replaced with the State's Type II right-of- way marker upon the completion of the construction project, under the supervision of a RPLS, either employed or retained by the City/State.

7 GIS SUBMISSION REQUIREMENTS AND STANDARDS

All ROW Mapping project work authorizations are subject to the following submission requirements and standards:

- 7.1 The required geo-referenced parcel data (features) must be submitted in ArcGIS 10 format or the current version in use by the City/State and in the format of the current ROW Geo-Database Template, which shall be provided by the State.
- 7.2 The template is available for download from the ROW Division's webpage on the State's internet site (txdot.gov), along with more detailed requirements.
- 7.3 The template's Coordinate System is Geographic coordinates (longitude and latitude), North American Datum of 1983 in Decimal Degrees (8 or more place after the decimal point).
- 7.4 The data must be geospatially correct and submitted to the City/State in the exact format of the template.

8 ELECTRONIC RIGHT-OF-WAY MAPPING STANDARDS

The primary purpose of this section is to provide instructions for the graphics standards, file management structure, and naming conventions, for right-of-way mapping electronic deliverables submitted to the State's Right-of-Way Division by the Districts, other Divisions, and Consultants, as an integral part of the right-of-way mapping package.

The software, file types and file formats must be compatible with those used by the District/Division Design for Schematics and PS&E (e.g., native *MicroStation V8i* files for graphics, *Microsoft Office Word 2010* for metes and bounds descriptions).

8.1 MicroStation V8i

All graphic files for Map Sheets and Parcel Plats must be native DGN files created using *MicroStation V8i* with the State's current seed files and the State's workspace environment, settings, and resource files.

8.2 Level Library Files

The Engineer's Surveyor shall use the State's current MicroStation V8i Level Library Files for right-of-way mapping. The files contain all the predefined levels that will normally be needed for right-of-way mapping and to show existing utilities.

8.3 Separate DGN Files for Each Map Sheet

The Engineer's Surveyor shall provide one DGN file for each map sheet so that each right-of-way map sheet is spatially correct (snapping on elements gives correct coordinate values). This allows multiple users to work on different sheets at the same time from a server in production, with all the sheets utilizing the same master reference files. (Note: It is possible to have all the sheets in one DGN, but only one person at a time would be able to work on the project.)

The sheet file naming convention is "ROW CSJ_Sheet Number.dgn", with an example as follows: "212104065_S01.dgn"

In the example above, the first nine (9) numbers "212104065" is the right-of-way CSJ for the project and "S01" is the sheet number, beginning with number 1 as the cover sheet.

8.4 Format of the MDF/MRF (Master Design File or Master Right-of-Way Files) DGN Reference Files and Map Sheet Naming Conventions

The recommended naming prefix for design files is MDF (Master Design File). Therefore, the prefix must be different for the right-of-way files because the location of the existing and proposed right-of-way in the design files from the schematic will change to some degree after an on the ground survey is made for right-of-way mapping. Therefore, the prefix could be MRF for Master Right-of- Way File.

The corrected Master Right-of-Way Files shall be given to the design

engineer to be used in the final PS&E so that all features of construction and the relocation of utilities shall be correctly placed in relation to the highway right-of-way and the right-of-way of cross streets or roadways.

The Master Right-of-Way File naming convention is: "MRF ROW CSJ_Logical Name.dgn", with examples as follows: MRF212104065_Schematic90.dgn (Schematic layout 90% submittal);

MRF212104065_Schematic100.dgn (Schematic layout 100% submittal); MRF212104065_SchemApprov.dgn (Final Approved [State & FHWA] Schematic);

MRF212104065_PSEDesign.dgn (Final P.S.&E. Design); MRF212104065_ExROW.dgn (Existing right-of-way determined by RPLS); MRF212104065_PropROW.dgn (Proposed right-of-way of final design); MRF212104065_DeedPlot.dgn (Deed Record);

MRF212104065_Planimetric.dgn (Aerial mapping topography); MRF212104065_ROWTopo.dgn (Improvements data collection); MRF212104065_DesignTopo.dgn (Design level data collection topography); MRF212104065_ExUtil.dgn (Existing utilities), etc.

All sheet files with a plan view must have the MRF referenced to allow more than one sheet file to be worked on at the same time.

8.5 File Structure of Master and Reference DGN Files

If possible, the file structure will not have any subfolders, to allow better transfer of data to different PC or server drive names or CD/DVD's without path problems to reference files when the sheet files are opened.

8.6 Lines Weights, Line Styles, Colors, Text Size, Text Fonts, Scale, and Annotations

Legibility is the primary concern when choosing the scale, line weights and text size. Not only must the sheets be legible at full scale sheet size (22 inches x 34 inches), they must be completely legible at half scale sheet size (11 inches x 17 inches). Even if the originals or first generation plots are legible, the reproductions (copies) must also be legible.

The normal scales for the full scale sheet size must be 1 inch = 50 feet (urban) and 1 inch = 100 feet (rural), which shall be 1 inch = 100 feet and 1 inch = 200 feet, respectively, when plotted or reduced to the half scale sheet size.

Minimum line weights, text size and text font are dictated by legibility at half scale sheet size (11 inches x 17 inches). Even if the originals or first generation plots are legible, the reproductions (copies) must also be legible.

Standard cell library: TxdotSurv_04.cel or current State cell files;
Standard Font: 1 Leroy; and standard State color tables:
V256COLR.ctb or Txgpk.ctb.

The Engineer's Surveyor shall use the State's current *GEOPAK Survey* SMD file that sets up new feature codes in SMD file for alignment chains, parcel chains and survey chains that can be drawn by *GEOPAK Survey* from the GPK file with the correct line styles, colors and weights to the designated levels loaded into the dgn by the State's current level library files.

The Engineer's Surveyor shall use *MicroStation Packager* for the submission of electronic deliverables, which would capture any non-State standard rsc, cel, text, etc. files that were used in the mapping that look and plot differently in the State's *MicroStation® V8i* workspace.

8.7 Text and Line Colors When Using Color Digital Orthoimagery in the Background

The predominate colors of the digital orthoimagery (greens, browns, etc) dictate which line and text colors stand out and are legible. Some degree of trial and error is sometimes needed.

8.8 Required Data in the GEOPAK Right-of-Way GPK File

Alignments, chains of proposed and existing right-of-way lines, parent tracts and taking parcels, and all otherpoints collected in the field (start with schematic or design GPK file) are required.

If the design GPK file is too detailed for right-of-way use, input files can be created for the information sought from the design GPK file to load into the right- of-way GPK file.

8.9 Surface Coordinate and the ROW GIS Geo-Database

Surface adjustment factors and basis of datum must be well documented in the electronic deliverables "file structure/deliverables read me" file.

8.10 Requirements for Electronic Deliverables

Native *MicroStation V8i* DGN files (reference files, sheets files, and parcel plats files);

GEOPAK Survey GPK files;

Separate comma delimited point files (ASCII file) and .csv file in the following types of coordinates: Surface or Projected Coordinates, Grid Coordinates (Texas Coordinate System of 1983 in U.S. Survey feet) and Geographic Coordinates (WGS-84 in decimal degrees) in the following format: point number, northing or latitude, easting or longitude, elevation, feature code, description. Text/.csv point file naming convention is: ROWCSJ_Type of Coordinates.csv (Example:

212101065_Surface.csv, 212101065_Grid.csv, and
212101065_WGS84.csv);

PDF's created in *MicroStation V8i* of Map Sheets (both 22 inches x 34 inches and 11 inches x 17 inches, one set in black and white and another set in color if there is orthoimagery for the background;

PDF's of signed and sealed Property Descriptions, Parcel Plats, and Engineer's Surveyor's Reports and *Microsoft Office Word 2010* documents of Property Descriptions and Engineer's Surveyor's Reports;

Raw and processed GPS files including adjustment reports.

9 DELIVERABLES

In preparing right-of-way maps, the following are required:

- 9.1 An Abstract Map (Working Sketch) of the current record title holders.
- 9.2 A Preliminary Map showing the proposed schematic and existing right-of-way.
- 9.3 A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats.
- 9.4 Documentation stating that the appropriate monuments were set on the proposed right- of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,500 foot stations.
- 9.5 Documentation stating that the appropriate monuments were set on the existing right-of- way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,500 foot stations, and as directed by the City/State.
- 9.6 The Engineer's Surveyor's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
- 9.7 A copy of the State's right-of-way mapping checklist signed by the Engineer's Surveyor.

Specifically:

1. Abstract Map
2. Preliminary Map
3. ROW Map
4. Parcel Data
 - A. Property Descriptions
 1. Metes and bounds description of each property

2. Parcel plat for each property

B. GIS Parcel Features

130.2 Underground Excavation

In General:

The Engineer's Surveyor shall contact the "Texas Excavation Safety System, Inc." (DIGTESS), or call telephone number 811, to mark underground utilities prior to digging the holes for monuments, as necessary. The Engineer's Surveyor shall maintain documentation of all notification calls. The Engineer's Surveyor shall comply with the States excavation laws as they appear in the Texas Administrative Code (TAC).

Specifically:

1. Contact DIGTESS or 811
2. Document notification calls

130.3 Additional Requirements

In General:

- 1 RIGHT-OF-ENTRY

It shall be the responsibility of the Engineer's Surveyor to secure permission to enter private property for purposes of survey. **It is the stated policy of the City/State to make every effort to maintain positive relations with the general public.** In pursuance of that policy, the Engineer's Surveyor shall not commit acts which will result in damages to private property and the Engineer's Surveyor shall make every effort to comply with the wishes and address the concerns of private property owners.

Specifically:

1. Right of Entry

FUNCTION CODE 145(145,164) - MANAGING CONTRACTED/DONATED PE CONTRACT MANAGEMENT AND ADMINISTRATION

145.1 Project Management

In General:

The Engineer shall:

- 1 Perform all work in accordance with the City/State's latest practices, criteria, specifications, policies, procedures, and Environmental Compliance Toolkits. All documents shall be sufficient to satisfy the current Environmental Compliance Toolkits available from the State.
- 2 Act as an agent for the City.
- 3 Produce a complete and acceptable deliverable for each environmental service performed for environmental documentation. Deliverables include a

- project kickoff meeting, monthly City/State meetings, weekly team meetings, progress reports and invoice preparation and submittal.
- 4 Incorporate environmental data into identification of alternatives.
 - 5 Notify the City of its schedule, in advance, for all field activities.
 - 6 When specified, seek right of entry from public or private landowners to perform environmental services. Right of entry permission shall be written and signed by the landowner. Develop letters or other materials for seeking right of entry. Letters or other materials seeking right of entry shall not be distributed without prior approval of the City. Letters or other materials seeking right of entry shall contain explicit reference to the kinds of activities for which right of entry is requested and an indication of the impacts (if any) that will result from performance of environmental services.
 - 7 Notify the City as soon as practical, by phone and in writing, if performance of environmental services discloses the presence or likely presence of significant impacts (in accord with 40 Code of Federal Regulations (CFR) 1500-1508). Inform the City of the basis for concluding there are significant impacts and the basis for concluding that the impacts may require mitigation.
 - 8 Notify the City as soon as practical, by phone and in writing, if performance of environmental services results in identification of impacts or a level of controversy that may elevate the Transportation Activity's status from a categorical exclusion or environmental assessment, and the City/State will reassess the appropriate level of documentation.

Specifically:

1. Conform to State and City's criteria and Environmental Compliance Toolkits
2. Act as an agent for the City
3. Produce environmental deliverables
4. ROE for environmental services
5. Notify the City
 - A. Identified impacts
 - B. Elevated status above CE or EA

FUNCTION CODE 160(150) – DESIGN SURVEYS AND CONSTRUCTION SURVEYS

150.1 Design Surveys and Construction Surveys

In General:

Design Surveys and Construction Surveys include performance of surveys associated with the gathering of survey data for topography, cross-sections, and other related work in order to design a project, or during layout and staking of projects for construction.

- 1 PURPOSE

The purpose of a design survey is to provide field data in support of transportation systems design.

The purpose of a construction survey is to provide field data in support of highway construction.

2 DEFINITIONS

A design survey is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3- dimensional) mapping of a project site. A design survey may include, but need not be limited to locating existing right-of-way, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A construction survey is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

3 TASKS TO BE COMPLETED

3.1 Design Surveys

The City/State will request design surveys on an as needed basis. The Engineer's Surveyor shall perform tasks including, but not limited to the following:

- 3.1.1 Obtain or collect data to create cross-sections and digital terrain models.
- 3.1.2 Locate existing utilities.
- 3.1.3 Locate topographical features and existing improvements.
- 3.1.4 Provide details of existing bridge structures.
- 3.1.5 Provide details of existing drainage features, (e.g., culverts, manholes, etc.).
- 3.1.6 Locate wetlands only if delineated by others.
- 3.1.7 Establish additional and verify existing control points. Horizontal and Vertical control ties must be made and tabulated, to other control points in the vicinity, which were established by other sources such as, the National Geodetic Survey (NGS), and the Federal Emergency Management Agency (FEMA), and any other local entities as directed by the City/State.
- 3.1.8 Locate existing right-of-ways.
- 3.1.9 Review right-of-way maps.

3.1.10 Update existing control data and prepare survey control data sheets, as directed by the City/State for inclusion into a construction plan set.

The Engineer's Surveyors shall also prepare a *Survey Control Index Sheet* and a *Horizontal and Vertical Control Sheet(s)*, signed, sealed and dated by the professional engineer in direct responsible charge of the surveying and the responsible RPLS for insertion into the plan set.

The *Survey Control Index Sheet* shows an overall view of the project control and the relationship or primary monumentation and control used in the preparation of the project; whereas, the *Horizontal and Vertical Control sheet(s)* identifies the primary survey control and the survey control monumentation used in the preparation of the project.

Both the *Survey Control Index Sheet* and the *Horizontal and Vertical Control Sheet(s)* must be used in conjunction with each other as a set. The State's forms for these sheets can be downloaded from the State's website.

The following information shall be shown on the *Survey Control Index Sheet*:

- Overall view of the project and primary control monuments set for control of the project
- Identification of the control points
- Baseline or centerline
- Graphic (Bar) Scale
- North Arrow
- Placement of note "*The survey control information has been accepted and incorporated into this PS&E*" which shall be signed, sealed and dated by a Texas Professional Engineer
- RPLS signature, seal, and date
- The State's title block containing District Name, County, Highway, and CSJ

The following information shall be shown on all *Horizontal and Vertical Control Sheets*:

- Location for each control point, showing baseline or centerline alignment and North arrow.
- Station and offset (with respect to the baseline or centerline alignments) of each identified control point.
- Basis of Datum for horizontal control (base control monument/benchmark name, number, datum).

- Basis of Datum for the vertical control (base control monument, benchmark name, number, datum).
- Date of current adjustment of the datum.
- Monumentation set for Control (Description, District name/number and Location ties).
- Surface Adjustment Factor and unit of measurement.
- Coordinates (State Plan Coordinates [SPC] Zone and surface or grid).
- Relevant metadata.
- Graphic (Bar) Scale.
- Placement of note "*The survey control information has been accepted and incorporated into this PS&E*" which shall be signed, sealed and dated by a Texas Professional Engineer.
- RPLS signature, seal and date.
- The State's title block containing District Name, County, Highway, and CSJ.

4 TECHNICAL REQUIREMENTS

4.1 Design surveys and construction surveys must be performed under the supervision of a RPLS currently registered with the TBPLS.

4.2 Horizontal ground control used for design surveys and construction surveys, furnished to the Engineer's Surveyor by the City/State or based on acceptable methods conducted by the Engineer's Surveyor, must meet the standards of accuracy required by the State.

Reference may be made to standards of accuracy for horizontal control traverses, as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

4.3 Vertical ground control used for design surveys and construction surveys, furnished to the Engineer's Surveyor by the City/State or based on acceptable methods conducted by the Engineer's Surveyor, must meet the standards of accuracy required by the State.

Reference may be made to standards of accuracy for vertical control traverses, as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

4.4 Side shots or short traverse procedures used to determine horizontal and vertical locations must meet the following criteria:

- 4.4.1 Side shots or short traverses must begin and end on horizontal and vertical ground control as described above.
- 4.4.2 Standards, procedures, and equipment (may be GPS Equipment, LiDAR, Total Stations, etc.) used must be such that horizontal locations relative to the control may be reported within the following limits:
 - Bridges and other roadway structures: less than 0.1 of one foot.
 - Utilities and improvements: less than 0.2 of one foot.
 - Cross-sections and profiles: less than 1 foot.
 - Bore holes: less than 3 feet.
- 4.4.3 Standards, procedures, and equipment (may be GPS Equipment, LiDAR, Total Stations, etc.) used must be such that vertical locations relative to the control may be reported within the following limits:
 - Bridges and other roadway structures: less than 0.02 of one foot.
 - Utilities and improvements: less than 0.1 of one foot.
 - Cross-sections and profiles: less than 0.2 of one foot.
 - Bore holes: less than 0.5 of one foot.

5 AUTOMATION REQUIREMENTS

- 5.1 Planimetric design files (DGN) must be fully compatible with the State's
- 5.2 *MicroStation V8i* graphics program without further modification or conversion.
- 5.3 Electronically collected and processed field survey data files must be fully compatible with the State's computer systems without further modification or conversion. All files must incorporate only those feature codes currently being used by the State.
- 5.4 DTM must be fully compatible with the State's *GEOPAK* system without further modification or conversion. All DTM must be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

6 DELIVERABLES

The deliverables to be specified in individual work authorizations for design surveys and construction surveys shall be any combination of the following:

- 6.1 Digital Terrain Models (DTM) and the Triangular Irregular Network (TIN) files in a format acceptable by the State.

- 6.2 Maps, plans, or sketches prepared by the Engineer's Surveyor showing the results of field surveys.
- 6.3 Computer printouts or other tabulations summarizing the results of field surveys.
- 6.4 Digital files or media acceptable by the State containing field survey data (ASCII Data files).
- 6.5 Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.
- 6.6 Field survey notes, as electronic and hard copies.
- 6.7 An 8 ½ inch by 11 inch survey control data sheet for each control point which must include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. A pre-formatted survey control data sheet form in Microsoft Office Word 2010 format will be provided by the State.
- 6.8 A digital and hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, and survey control data sheets.
- 6.9 All GEOPAK GPK files.
- 6.10 Survey reports in a format requested by the State.

Specifically:

- 1. Perform design surveys
 - A. Generate cross-sections and DTM models
- 2. Identify existing features
 - A. Topographical features and existing improvements
 - B. Bridge structures
 - C. Drainage features
 - D. Wetlands
 - E. ROW
 - 1. Existing ROW
 - 2. Review ROW maps
- 3. Survey Control
 - A. Establish additional and verify existing control points
- 4. Plan sheet preparation

- A. Survey control data sheets
- B. Survey control index sheets
- C. Horizontal and vertical control sheets
- 5. Preparation of deliverables
 - A. Files: DTM, TIN, ASCII Data, DGN, Geopak
 - B. Printouts: maps, plans, sketches, notes, field survey results, conventional traverses

150.2 Aerial Mapping

In General:

Aerial Mapping involves the collection and reduction of aerial survey data, and preparation of site maps and topographic maps.

1 PURPOSE

The purpose of aerial mapping is to provide planimetric digital mapping (DGN) and DTM in support of roadway design.

2 DEFINITIONS

For purposes of this Contract, the following definitions shall apply:

- 2.1 Aerial Photograph – A vertical photograph taken from an aircraft at an altitude above mean terrain elevation to produce a photo scale of 1:3,000.
- 2.2 Analytical triangulation – The process of expanding a skeletal network of ground control points to provide the dense control network to reference each individual photogrammetric stereo model to the actual ground.
- 2.3 Ground control – Ground control targets sufficient in number and geospatial distribution to allow analytical triangulation and mapping to meet American Society for Photogrammetry and Remote Sensing (ASPRS) Class standard for 1" = 40' scale map accuracy with a one foot contour interval.
- 2.4 Airborne GPS/IMU – An airborne GPS receiver on-board the aircraft recording GPS data to be included in the analytical triangulation with the purpose of reducing the number of ground control points required for an aerial mapping task. Inertial Measurement Unit (IMU) data to supplement the analytical triangulation is optional and its use is at the discretion of the Certified Photogrammetrist.
- 2.5 DGN – A two or three dimensional graphics file produced by *MicroStation V8i*. These files may contain features and improvements plotted in a horizontal plane along the N and E axes which correspond to Texas State Plane Coordinates. These files may contain 2D or 3D

elements representing topographic, existing, proposed, schematic, and general layout features.

- 2.6 Digital terrain Model (DTM) – A three dimensional digital model of the ground containing those features necessary to define surface relief. A three dimensional model does not normally contain those planimetric features not necessary to define relief.
- 2.7 Flight Map – A map depicting the flight line layout over the project area.
- 2.8 Horizontal and Vertical Ground Control – Survey control points for which the N and E coordinate and elevation have been determined by on-the-ground surveys.
- 2.9 Low Altitude Photography – Aerial photography with a film photo scale of 1:3000 or a digital image with a ground pixel size of 5 cm or less.
- 2.10 Medium Altitude Photography – Aerial photography with a film photo scale of 1:12,000 or a digital image with ground pixel size of 20 cm.
- 2.11 Planimetric Map – A two dimensional map containing natural ground features and improvements plotted in a horizontal plane along the N and E axes. A planimetric map does not include relief elements such as spot elevations, cross- sections, or contours.
- 2.12 Project Photo Length – The distance over which photographs are required to be taken.

3 TASKS TO BE COMPLETED

3.1 Aerial Photography

The Engineer's Surveyor shall provide aerial photography for low altitude aerial mapping appropriate for detailed design.

3.1.1 Ground Control Accuracy Standards

- The Engineer's Surveyor shall provide horizontal ground control that meets standards of accuracy required by the State and as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.
- The Engineer's Surveyor shall provide vertical ground control that meets standards of accuracy required by the State and as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

3.1.2 Paneling Placement Specifications

For purposes of this Contract, all standards and specifications shall be in accordance with established guidelines and recommended or approved by the City/State.

3.1.3 Aerial Photography Standards and Specifications

For purposes of this Contract, all standards and specifications shall be in accordance with established guidelines and recommended or approved by the City/State.

3.1.4 LiDAR Technology

The use of LiDAR Technology (mobile, terrestrial or aerial) will be acceptable when approved by the City/State and the accuracies of the specified tasks it will be used for are met or exceeded.

3.1.5 DELIVERABLES

The Engineer's Surveyor shall provide:

- Digital Orthophotos on CD or DVD.
- A photo index of the scanned aerial film frames or digital image frames for each frame of photography in the project.

3.2 DGN, DTM and TIN Files

The Engineer's Surveyor shall prepare DGN, DTM and TIN files covering the specific work location, meeting standards and specifications as required.

3.2.1 Horizontal Ground Control Accuracy Standards

The Engineer's Surveyor shall provide horizontal ground control that meets standards of accuracy required by the State and as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

3.2.2 Vertical Ground Control Accuracy Standards

The Engineer's Surveyor shall provide vertical ground control that meets standards of accuracy required by the State and as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

3.2.3 Map Accuracy Standard

Aerial mapping must meet or exceed the requirements for ASPRS Class 1 standard for 1" = 40' scale mapping with a one foot contour interval.

Field verification of adherence to the required accuracy specification is at the discretion of the City/State.

3.2.4 Statement of Map Accuracy

For maps that are not field checked but have been compiled to

meet the State's accuracy standard, the Engineer's Surveyor shall include the following statement along with the Photogrammetrist's seal on the delivered hard copy and digital versions of the map:

"This map was compiled to meet the ASPRS Standard for Class 1 map accuracy."

If the map was checked and found to conform to this spatial accuracy standard, the statement above and the following statement must also be included on the delivered hard copy and digital versions of the map, and in the field check summary:

"This map was checked and found to conform to the ASPRS Standard for Class 1 map accuracy."

3.2.5 DGN File Specifications

- Files must be fully compatible with the State's *MicroStation* graphics system without further modification or conversion.
- File features and level structure must be in compliance with the State's current *Photogrammetry Mapping Legend*.
- Files must be capable of plotting maps to a 1 inch = 40 feet scale with the smallest text size being one tenth of one inch (1/10").

3.2.6 DTM and TIN Files Specifications

- Files must be fully compatible with the State's *GEOPAK* graphics system without further modification or conversion.
- The State's current Level Library Files for Photogrammetry mapping will be provided by the State.
- File features and level structure must be in compliance with the State's current *Photogrammetry Mapping Legend*.
- Files must be capable of plotting maps to a 1 inch = 50 feet scale with the smallest text size being one tenth of one inch (1/10").

3.2.7 DELIVERABLES

The Engineer's Surveyor shall provide:

- DGN, DTM and TIN files on a medium and in a format acceptable to the State, delivered on CD, DVD, flash-drive, or hard-drive.

- Orthophotography (created using the DTM) delivered on CD, DVD, flash- drive, or hard-drive in tiff format (3 banded) with world files. If digital, depending on intended use, deliverable formats must include:
 - Raw tiff image – rectified – 4 Band Tiff (for archive only).
 - Color photography – rectified – 3 Band Tiff and Mr. Sid.
 - Infrared Photography – rectified – 3 Band Tiff and Mr. Sid.
- The State's Photogrammetry Mapping Legend and supplements

Specifically:

1. Aerial photography
 - A. Photos
 - B. Photo index
 - C. DGN, DTM, and TIN files

150.3 Horizontal and Vertical Control for Aerial Mapping

In General:

Horizontal and Vertical Control for Aerial Mapping involves the establishment of the horizontal and vertical control for aerial mapping.

1 PURPOSE

The purpose of an aerial photography control survey is to provide ground control in support of aerial Photogrammetry.

2 DEFINITIONS

An aerial photography control survey is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used in setting the scale of aerial photographs and determining the relative position of elements visible in said photographs.

3 TASKS TO BE COMPLETED

The following is an outline of the tasks to be performed. The Engineer's Surveyor shall:

- 3.1 Prepare and submit an Aerial Ground Control Layout showing the proposed control and offsite control points, and aerial ground control points, for approval by the City/State.
- 3.2 Establish and determine the coordinates of the offsite and control points, and aerial ground control points.

- 3.3 Establish and determine the elevations of the offsite and control points, and aerial ground control points.
- 3.4 Place aerial ground control target material at the established points and maintain until the photographs from the flight are approved.
- 3.5 Prepare, to scale, a Survey Control Index Sheet, a Horizontal and Vertical Control Sheet, and an individual control data sheet for each offsite and control point, and aerial control point.

4 TECHNICAL REQUIREMENTS

- 4.1 Aerial photography control surveys must be performed under the direct supervision of a RPLS currently registered with the TBPLS.
- 4.2 The coordinate location of the aerial control points shall be based on acceptable methods, conducted by the Engineer's Surveyor, and must meet the standards of accuracy as set forth below:

Reference may be made to standards of accuracy for horizontal control traverses, as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

- 4.3 The elevation of the aerial control points must be based on acceptable methods, conducted by the Engineer's Surveyor, and shall meet the standards of accuracy as set forth below:

Reference may be made to standards of accuracy for horizontal control traverses, as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

- 4.4 The elevation of aerial control points based on side shots or short traverses must meet the following criteria:

- 4.4.1 Side shots or short traverses must begin and end on vertical ground control as described above.

- 4.4.2 Standards, procedures, and equipment used must be such that the vertical location relative to the control may be reported to within 0.02 of one (1) foot.

5 AUTOMATION REQUIREMENTS

Post processing of field data will be reviewed by the City/State. Data processed by standard calculators, computers, and other business hardware and software normally maintained and used by the Engineer's Surveyor shall be considered acceptable.

6 DELIVERABLES

The Engineer's Surveyor shall:

- 6.1 Submit a final aerial control point layout showing the location of the points and labeled with their respective alpha-numeric designations.

- 6.2 Submit a plot and computer graphics of an 11 inch by 17 inch index map showing an overall view of the project and the relationship of primary monumentation and control used in the preparation of the project, signed and sealed by a RPLS, and as directed by the City/State.
- 6.3 Submit a plot and computer graphics of an 11 inch by 17 inch horizontal and vertical control sheet showing the primary survey control monumentation used in the preparation of the project, signed and sealed by a RPLS, and as directed by the City/State.
- 6.4 Submit an 8 ½ inch by 11 inch data sheet for each aerial ground control point which must include, but need not be limited to, a location sketch, a physical description of the point, surface coordinates, the elevation, and datums used.
- 6.5 Submit a CD or DVD containing the graphics files and scanned images of the control data sheets.
- 6.6 Submit a written statement describing the datum used along with copies of all relevant NGS and data sheets.
- 6.7 Submit a written tabulation of all aerial control points with their respective alpha- numeric designations, surface coordinates (for center panel points only), and elevations.

Specifically:

1. Control points and aerial ground control points
 - A. Aerial ground control layout
 - B. Control point Coordinates
 - C. Control point Elevations
 - D. Tabulation of all aerial control points
2. Plan sheet preparation
 - A. Survey control index sheet
 - B. Horizontal and Vertical control sheet
 - C. Individual control data sheet for each point

150.4 Utility Investigation

In General:

Utility Base Map

- 1 The Engineer shall obtain information on existing utilities from utility owners and shall conduct investigations to identify and evaluate all known existing and proposed public and private utilities. The Engineer shall identify potential conflicts and attempt to minimize the potential adverse utility impacts in the preparation of the schematic design. The Engineer shall prepare a base map

- depicting the utility locations. The engineer shall create and maintain a utility conflict matrix along with a utility conflict exhibit through the duration of the contract identifying potential known conflicts. The format of the matrix and exhibit shall meet or exceed the latest version of SHRP2 requirements.
- 2 Utility Engineering Investigation (currently Subsurface Utility Engineering) shall include utility investigations subsurface and above ground prepared in accordance with AASHTO standards [ASCE C-1 38-02 (<http://www.fhwa.dot.gov/programadmin/asce.cfm>)] and Utility Quality Levels defined in cumulative order as follows:
 - 2.1 **Quality Level D – Existing Records:** Utilities are plotted from review of available existing records.
 - 2.2 **Quality Level C – Surface Visible Feature Survey:** Quality Level D information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D, a new schematic or plan layout, if needed, shall show the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.
 - 2.3 **Quality Level B – Designate:** Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates Quality Levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D, a new schematic or plan layout, if needed, shall show the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.
 - 2.4 **Quality Level A – Locate (Test Hole):** Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility and environment data. Incorporates quality levels B, C and D information to produce Quality Level A.
 - 3 The Engineer shall comply with all applicable State policy and procedural manuals and shall be responsible for any damage to the utility during the locating process. In the event of damage, the Engineer shall stop work and notify the appropriate utility facility owner, the State and appropriate regulatory agencies. The regulatory agencies include, but are not limited to, the Railroad Commission of Texas and the Texas Commission on Environmental Quality (TCEQ). The Engineer shall not resume work until the

- utility facility owner has determined the corrective action to be taken. The Engineer shall be liable for the costs involved in the repair or replacement of the utility facility.
- 4 The Engineer shall assist the City in conducting utility coordination meetings with utility companies, as required, to facilitate utility conflict identification and resolution.
- 4.1 The Engineer shall establish contact with all existing utilities within and adjacent to the project limits and set up utility coordination meetings to discuss concepts and options for design and construction. This process should also be extended to utilities that approach the City, that plan to install facilities within the project limits after the project has been initiated.
 - 4.2 The Engineer shall establish and conduct workshop meetings, both individually with each utility and with all utilities comprising the City's project team to review and resolve conflicts.
 - 4.3 The Engineer shall create agenda and exhibits for all coordination meetings as directed by the City.
 - 4.4 The Engineer shall establish and promote the desired agenda and methodologies for utility construction within the project limits. This shall consist primarily of promoting the construction of utilities as a part of the Highway Contract.
 - 4.5 The Engineer shall schedule and conduct a utility kick-off meeting to obtain more information on existing facilities within the project limits. Major utility facilities shall be discussed and analyzed to avoid relocation, if possible.
 - 4.6 The Engineer shall schedule and conduct milestone meetings (or as needed) with the State to coordinate the work effort and resolve problems and prepare a written report of such meetings. The meetings shall review:
 - 4.6.1 Existing facilities including major facilities to be avoided with the project, if possible
 - 4.6.2 Utility Conflict Matrix
 - 4.6.3 Utility Conflict Exhibit
 - 4.6.4 Long lead items that could potentially impact the schedule during PS&E
- 5 DELIVERABLES:
- 5.1 Utility Conflict Matrix along with Utility Conflict Exhibit. The Utility Conflict Exhibit will be on 11x17 sheets and include callouts to indicate the conflict ID#, utility owner, type of line (water, sewer, high pressure gas, etc.), material (if it is an AC pipeline), and size (if known).

- 5.2 Utility Contacts list in excel and pdf format
- 5.3 Utility Summary to indicate major utility facilities or time sensitive items pertaining to utilities that need to be addressed in PS&E.

Specifically:

- 1. Engineering Activities
 - A. Utility location base map
 - B. Utility conflict matrix
 - C. Utility conflict exhibit
 - D. Utility contact list
 - E. Utility summary
- 2. Coordination with Utility companies
 - A. Existing utility data
 - B. Meetings
 - 1. Establish contact with all existing utilities
 - 2. Develop agendas and exhibits
 - 3. Utility coordination meetings
 - (a) Set up meetings
 - (b) Assist the City in conducting meetings
 - 4. Workshop meetings
 - (a) Individually with each utility
 - (b) With all utilities comprising City's project team
 - 5. Utility kickoff meeting
- 3. Coordination with the City
 - A. Schedule and conduct milestone meetings with the City
- 4. Utility Engineering Investigation
 - A. Quality level A
 - 1. Designate horizontal and vertical location of existing facilities
 - B. Quality level B
 - 1. Designate horizontal location of existing facilities
 - 2. Schematic layout showing limits of project and work area
 - C. Quality level C
 - 1. Identify visible features in the field
 - 2. Schematic layout showing limits of project and work area

D. Quality level D

1. Compile as-built information

**EXHIBIT B
SCHEMATIC DESIGN PHASE
FEE SCHEDULE/BUDGET**

**Method of Payment: Lump Sum/Specified Rate
Location: Parvin Road from FM 1385 to Dallas North Tollway South
Approx. 5 Miles Concrete Roadway and Approx. 1.5 Miles of Surface Improvements
Prime: Cobb, Fendley & Associates, Inc.**

LUMP SUM			
	Part 1	Part 2	Total
CobbFendley			
Design Services	\$ 460,657.00	\$ 85,463.00	\$ 546,120.00
Survey	\$ 73,775.00	\$ 22,600.00	\$ 96,375.00
Utility Coordination	\$ 103,132.00	\$ 56,188.00	\$ 159,320.00
Subsurface Utility Engineering	\$ 28,181.50	\$ 13,383.50	\$ 41,565.00
Subconsultants			
Environmental (IES)	\$ 337,428.54	\$ 150,056.13	\$ 487,484.68
Drainage (CS)	\$ 73,720.50	\$ 47,950.50	\$ 121,671.00
Geotechnical Engineering (D&S)	\$ -	\$ 46,003.36	\$ 46,003.36
Public Involvement (PIA)	\$ 72,424.00	\$ 28,820.00	\$ 101,244.00
Subtotal	\$ 1,149,318.54	\$ 450,464.49	\$ 1,599,783.04
SPECIFIED RATE (ODEs / Unit Costs)			
	Part 1	Part 2	Total
CobbFendley			
Survey (includes fees to sub Aerial Mapping - BTLS)	\$ 105,787.00	\$ 99,000.00	\$ 204,787.00
Utility Coordination	\$ 1,888.25	\$ 809.25	\$ 2,697.50
Subsurface Utility Engineering	\$ 180,843.81	\$ 16,339.75	\$ 197,183.56
Subconsultants			
Environmental (IES)	\$ 16,573.00	\$ -	\$ 16,573.00
Drainage (CS)	\$ 812.00	\$ 2,073.00	\$ 2,885.00
Geotechnical Engineering (D&S)	\$ -	\$ 93,783.60	\$ 93,783.60
Public Involvement (PIA)	\$ 32,347.00	\$ 13,863.00	\$ 46,210.00
Subtotal	\$ 338,251.06	\$ 225,868.60	\$ 564,119.66
TOTAL	\$ 1,487,569.60	\$ 676,333.09	\$ 2,163,902.70
Services Include:			
Part 1: Prepare base maps, typical sections, conceptual design schematics for Public Meeting #1 and geometric design schematic Public Meeting #2 based on existing conditions, data collection, and services provided by: Survey, Utility Coordination, Subsurface Utility Engineering, Environmental, Drainage, and Public Involvement.			
Part 2: Prepare final geometric design schematic for Public Hearing and Traffic Noise Workshop based on comments received during Public Meetings #1 and #2 and services provided by: Survey, Utility Coordination, Subsurface Utility Engineering, Environmental, Drainage, Geotechnical Engineering, and Public Involvement.			

EXHIBIT B
SCHEMATIC DESIGN PHASE
FEE SCHEDULE/BUDGET
Method of Payment: Lump Sum/Specified Rate
Location: Parvin Road from FM 1385 to Dallas North Tollway South
Approx. 5 Miles Concrete Roadway and Approx. 1.5 Miles of Surface Improvements
Prime: Cobb, Fendley & Associates, Inc.

LUMP SUM							
Parvin Road from FM 1385 to Dallas North Tollway South							
Labor Costs							TOTAL
Function Codes	Description	CobbFendley	IES	CS	D&S	PIA	
FC 102(110)	FEASIBILITY STUDIES	\$547,750.00	\$0.00	\$106,443.00	\$27,658.38	\$0.00	\$681,851.38
FC 120(120)	SOCIAL/ECON/ENVIRON STUDIES	\$0.00	\$440,777.50	\$0.00	\$0.00	\$78,614.00	\$519,391.50
FC 130(130)	RIGHT-OF-WAY (ROW) DATA	\$53,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,450.00
FC 145(145, 164)	MANAGING CONTRACTED/DONATED PE	\$28,300.00	\$46,707.18	\$15,228.00	\$18,344.98	\$22,630.00	\$131,210.16
FC 160(150)	DESIGN SURVEYS AND CONSTRUCTION SURVEYS	\$213,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$213,880.00
Lump Sum Total							\$1,599,783.04

SPECIFIED RATE							
ODEs							
Function Codes	Description	CobbFendley	IES	CS	D&S	PIA	TOTAL
FC 102(110)	FEASIBILITY STUDIES	\$0.00	\$0.00	\$2,885.00	\$25,178.60	\$0.00	\$28,063.60
FC 120(120)	SOCIAL/ECON/ENVIRON STUDIES	\$0.00	\$16,573.00	\$0.00	\$0.00	\$46,210.00	\$62,783.00
FC 130(130)	RIGHT-OF-WAY (ROW) DATA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FC 145(145, 164)	MANAGING CONTRACTED/DONATED PE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FC 160(150)	DESIGN SURVEYS AND CONSTRUCTION SURVEYS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unit Costs							
Function Codes	Description	CobbFendley	IES	CS	D&S	PIA	TOTAL
FC 102(110)	FEASIBILITY STUDIES	\$0.00	\$0.00	\$0.00	\$68,605.00	\$0.00	\$68,605.00
FC 120(120)	SOCIAL/ECON/ENVIRON STUDIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FC 130(130)	RIGHT-OF-WAY (ROW) DATA	\$117,807.00	\$0.00	\$0.00	\$0.00	\$0.00	\$117,807.00
FC 145(145, 164)	MANAGING CONTRACTED/DONATED PE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FC 160(150)	DESIGN SURVEYS AND CONSTRUCTION SURVEYS	\$286,861.06	\$0.00	\$0.00	\$0.00	\$0.00	\$286,861.06
Specified Rate Total							\$564,119.66

SUB TOTALS	\$1,248,048.06	\$504,057.68	\$124,556.00	\$139,786.96	\$147,454.00	\$2,163,902.70
Percentage	57.7%	23.3%	5.8%	6.5%	6.8%	100.0%
HUB%		23.3%	5.8%	6.5%	6.8%	42.3%
TOTAL	Specified Rate					\$564,119.66
	Lump Sum					\$1,599,783.04
	Total					\$2,163,902.70

City of Celina

PARVIN ROAD SCHEMATIC PHASE PROJECT NO. R22



ID	Task Name	Start	Finish	Duration	2021												2022												2023											
					Half 1, 2021					Half 2, 2021							Half 1, 2022						Half 2, 2022						Half 1, 2023						Half 2, 2023					
					F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
1	Approved By City Council	Tue 3/9/21	Tue 3/9/21	0 days																																				
2	Contract Executed by City	Tue 3/9/21	Mon 3/22/21	10 days																																				
3	Notice to Proceed	Mon 3/22/21	Mon 3/22/21	0 days																																				
4	Part 1	Tue 3/23/21	Mon 11/7/22	425 days																																				
5	Survey / Aerial Mapping	Tue 3/23/21	Mon 7/26/21	90 days																																				
6	Subsurface Utility Engineering - QL B	Tue 3/23/21	Mon 6/14/21	60 days																																				
7	Utility Coordination	Tue 3/23/21	Mon 11/7/22	425 days																																				
8	Environmental	Tue 3/23/21	Mon 11/7/22	425 days																																				
9	Drainage - Draft Report	Tue 3/23/21	Mon 11/22/21	175 days																																				
10	Conceptual Design Schematic for Public Meeting #1	Tue 7/27/21	Mon 3/21/22	170 days																																				
11	Prelim Conceptual Design Schematic	Tue 7/27/21	Mon 1/10/22	120 days																																				
12	Prelim Conceptual Design Schematic - City Review	Tue 1/11/22	Mon 1/24/22	10 days																																				
13	Final Conceptual Design Schematic	Tue 1/25/22	Mon 2/21/22	20 days																																				
14	Prepare for & Hold Public Meeting #1	Tue 2/22/22	Mon 3/21/22	20 days																																				
15	Geometric Design Schematic for Public Meeting #2	Tue 3/22/22	Mon 11/7/22	165 days																																				
16	Geometric Design Schematic 30%	Tue 3/22/22	Mon 6/13/22	60 days																																				
17	Geometric Design Schematic 30% - City Review	Tue 6/14/22	Mon 6/27/22	10 days																																				
18	Geometric Design Schematic 60%	Tue 6/28/22	Mon 9/26/22	65 days																																				
19	Geometric Design Schematic 60% - City Review	Tue 9/27/22	Mon 10/10/22	10 days																																				
20	Prepare for & Hold Public Meeting #2	Tue 10/11/22	Mon 11/7/22	20 days																																				
21	Part 2	Tue 11/8/22	Mon 9/18/23	225 days																																				
22	Geotechnical Investigation	Tue 11/8/22	Mon 1/16/23	50 days																																				
23	Survey - Parcel Documents	Tue 3/28/23	Mon 6/19/23	60 days																																				
24	Subsurface Utility Engineering - QL A	Tue 11/8/22	Mon 12/5/22	20 days																																				
25	Utility Coordination	Tue 11/8/22	Mon 9/18/23	225 days																																				
26	Environmental	Tue 11/8/22	Mon 9/18/23	225 days																																				
27	Drainage - Final Report	Tue 11/8/22	Mon 1/30/23	60 days																																				
28	Geometric Design Schematic for Public Hearing	Tue 11/8/22	Mon 9/18/23	225 days																																				
29	Geometric Design Schematic 90%	Tue 11/8/22	Mon 3/13/23	90 days																																				
30	Geometric Design Schematic 90% - City Review	Tue 3/14/23	Mon 3/27/23	10 days																																				
31	Geometric Design Schematic 100%	Tue 3/28/23	Mon 8/21/23	105 days																																				
32	Prepare for & Hold Public Hearing #1	Tue 8/22/23	Mon 9/18/23	20 days																																				



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Andy Glasgow, Director of Engineering
 Date: March 9, 2021
 Re: Beech Street Improvements

Action Requested:

Consider and act to award bid 2021-0063 for Beech Street Improvements to ANA Site Construction at the unit prices listed in an amount not to exceed \$322,842.45 for the base bid plus ten percent contingency in the amount of \$32,284.25 for a grand total of \$355,126.70. (Berry)

Background Information:

On February 8, 2021 the City received responses to bid 2021-0063 for Beech Street Improvements. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which two hundred seventy-nine vendors were notified. Five responses were received.

The project consists of installing approximately 710 LF of 8" PVC sewer main and 720 LF of 12" PVC water main and approximately 204 LF of dry bore for sewer and 180 LF of dry bore for water across railroad.

The contract period is for forty-five days.

Alternatives:

Council may reject the award and direct staff.

Financial Considerations:

Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:

Contract has been previously reviewed and approved.

Supporting Documents:

Tab Sheet
Agreement

Staff Recommendation:

Award Bid # 2021-0063

TAB SHEET BEECH STREET				7.I.a									
Line #	Description	QTY	UOM	ANA Site Construction		Dickerson Construction		Canary Construction, Inc.		Saber Development		GRod Construction, LLC (GRod	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	DEMOLITION PAVEMENT												
1.1	Furnish all material, labor and equipment to provide a Traffic Control Work Plan, as shown in the drawings, for the use of the entirety of the project, including barricades, channelization and signs.	2	MO	\$ 1,500.00	\$ 3,000.00	\$1,500.00	\$ 3,000.00	\$2,000.00	\$ 4,000.00	\$2,500.00	\$ 5,000.00	\$3,000.00	\$ 6,000.00
1.2	Furnish all material, labor and equipment to provide a Temporary Erosion, Sedimentation and Water Pollution Plan and SWPPP, as shown in the drawings and stated in technical specifications, for the use of the entirety of the project, including BMPs.	1	LS	\$ 8,230.00	\$ 8,230.00	\$2,500.00	\$ 2,500.00	\$2,500.00	\$ 2,500.00	\$1,200.00	\$ 1,200.00	\$10,000.00	\$ 10,000.00
1.3	Furnish all labor, materials, equipment, tools and superintendence to furnish and install Project Sign, as detailed, and per the Technical Specification.	2	EA	\$ 900.00	\$ 1,800.00	\$500.00	\$ 1,000.00	\$650.00	\$ 1,300.00	\$450.00	\$ 900.00	\$650.00	\$ 1,300.00
1.4	Furnish all material, labor and equipment to provide Right of Way Preperation, as shown in the drawings, and per Technical Specification	1	STA	\$ 14,000.00	\$ 14,000.00	\$1,000.00	\$ 1,000.00	\$650.00	\$ 650.00	\$2,500.00	\$ 2,500.00	\$3,000.00	\$ 3,000.00
1.5	Furnish all material, labor and equipment to provide 24 INCH-48 INCH Tree Removal, as shown in the drawings, and per Technical Specification	1	EA	\$ 1,440.00	\$ 1,440.00	\$1,000.00	\$ 1,000.00	\$1,500.00	\$ 1,500.00	\$1,300.00	\$ 1,300.00	\$600.00	\$ 600.00
1.6	Furnish all material, labor and equipment to provide sign removal, as shown in the drawings	8	EA	\$ 110.00	\$ 880.00	\$10.00	\$ 80.00	\$150.00	\$ 1,200.00	\$20.00	\$ 160.00	\$250.00	\$ 2,000.00
1.7	Furnish all material, labor and equipment to provide Asphalt Pavement Removal, as shown in the drawings	200	SY	\$ 8.00	\$ 1,600.00	\$5.00	\$ 1,000.00	\$15.00	\$ 3,000.00	\$10.00	\$ 2,000.00	\$10.00	\$ 2,000.00
1.8	Furnish all material, labor and equipment to provide Concrete (Driveway) Removal, as shown in the drawings	30	SY	\$ 20.00	\$ 600.00	\$50.00	\$ 1,500.00	\$15.00	\$ 450.00	\$15.00	\$ 450.00	\$20.00	\$ 600.00
1.9	Furnish all material, labor and equipment to provide Gravel (Driveway) Removal, as shown in the drawings	90	SY	\$ 8.00	\$ 720.00	\$1.00	\$ 90.00	\$5.00	\$ 450.00	\$3.00	\$ 270.00	\$12.00	\$ 1,080.00
1.10	Furnish all material, labor and equipment to provide Concrete Pad Removal, as shown in the drawings	175	SY	\$ 10.00	\$ 1,750.00	\$10.00	\$ 1,750.00	\$15.00	\$ 2,625.00	\$10.00	\$ 1,750.00	\$20.00	\$ 3,500.00
1.11	Furnish all material, labor and equipment to Abandon 6 INCH Water Line in place, as shown in the drawings and stated in the specification	310	LF	\$ 10.00	\$ 3,100.00	\$5.00	\$ 1,550.00	\$4.00	\$ 1,240.00	\$6.00	\$ 1,860.00	\$4.00	\$ 1,240.00
1.12	Furnish all material, labor and equipment to Install Sign, as shown in the drawings and stated in the specification	8	EA	\$ 310.00	\$ 2,480.00	\$100.00	\$ 800.00	\$250.00	\$ 2,000.00	\$75.00	\$ 600.00	\$400.00	\$ 3,200.00
1.13	Furnish all material, labor and equipment to install Gravel (Driveway), as shown in the drawings and stated in the specification, complete in place, ready for use by the Owner.	90	SY	\$ 22.00	\$ 1,980.00	\$2.00	\$ 180.00	\$10.00	\$ 900.00	\$15.00	\$ 1,350.00	\$20.00	\$ 1,800.00
1.14	Furnish all material, labor and equipment to install Temporary Asphalt Pavement (2 INCH type D), as shown in the drawings and stated in the specification, complete in place, ready for use by the Owner.	230	SY	\$ 28.00	\$ 6,440.00	\$40.00	\$ 9,200.00	\$20.00	\$ 4,600.00	\$65.00	\$ 14,950.00	\$25.00	\$ 5,750.00
1.15	Furnish all material, labor and equipment to provide Concrete Flume Removal, as shown in the drawings	6	SY	\$ 90.00	\$ 540.00	\$50.00	\$ 300.00	\$50.00	\$ 300.00	\$15.00	\$ 90.00	\$30.00	\$ 180.00
1.16	Furnish all material, labor and equipment to provide Existing Manhole Removal, as shown in the drawings and details	1	EA	\$ 1,300.00	\$ 1,300.00	\$1,000.00	\$ 1,000.00	\$650.00	\$ 650.00	\$500.00	\$ 500.00	\$1,000.00	\$ 1,000.00
	TOTAL DEMO				\$ 49,860.00		\$ 25,950.00		\$ 27,365.00		\$ 34,880.00		\$ 43,250.00

Attachment: Bid Tabulation by Supplier Spreadsheet (3) (Beech Street Improvements)

TAB SHEET BEECH STREET				7.1.a									
Line #	Description	QTY	UOM	ANA Site Construction		Dickerson Construction		Canary Construction, Inc.		Saber Development		GRod Construction, LLC (GRod	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
2	UTILITY ITEMS												
2.1	Furnish all labor, materials, and equipment required to install Four Foot (4 FEET) Dia Sanitary Sewer Manhole, including excavation, embankment, backfill, and testing, per the Technical Specifications, complete in place, ready for use by the Owner.	5	EA	\$ 6,385.00	\$ 31,925.00	\$4,500.00	\$ 22,500.00	\$3,500.00	\$ 17,500.00	\$7,500.00	\$ 37,500.00	\$5,200.00	\$ 26,000.00
2.2	Furnish all labor, materials, and equipment required to install Eight Inch (8 INCH) Gravity Wastewater Main, SDR-35 PVC, Green in color, including excavation, embankment, backfill, testing, and appurtenances, per the Technical Specifications, complete in place, ready for use by the Owner.	718	LF	\$ 20.00	\$ 14,360.00	\$5.20	\$ 3,733.60	\$65.00	\$ 46,670.00	\$50.00	\$ 35,900.00	\$58.00	\$ 41,644.00
2.3	Furnish all labor, materials and equipment required to install Eight Inch (8 INCH) PVC Gravity Wastewater Main within Fifteen Inch (15”) Steel Encasement, (0.312 INCH min. wall thickness) by means other than open cut, including HD polyethylene spacers, testing, and appurtenances, complete in place, ready for use by the Owner.	204	LF	\$ 272.00	\$ 55,488.00	\$260.00	\$ 53,040.00	\$350.00	\$ 71,400.00	\$400.00	\$ 81,600.00	\$396.00	\$ 80,784.00
2.4	Furnish all labor, materials, and equipment required to install Trenching, Bemedment and Backfilling for 8 INCH Sanitary Sewer Pipe, as shown in details and per the Technical Specifications, complete in place, ready for use by the Owner.	514	LF	\$ 23.00	\$ 11,822.00	\$80.00	\$ 41,120.00	\$8.00	\$ 4,112.00	\$35.00	\$ 17,990.00	\$13.00	\$ 6,682.00
2.5	Furnish all labor, materials, and equipment required to install 12 INCH Gate Valve, including valve box, cover, insulating gaskets, concrete pad, and all appurtenances, per the Technical Specification and Details, complete in place, ready for use by the Owner.	11	EA	\$ 3,500.00	\$ 38,500.00	\$2,950.00	\$ 32,450.00	\$2,600.00	\$ 28,600.00	\$2,500.00	\$ 27,500.00	\$3,800.00	\$ 41,800.00
2.6	Furnish all labor, materials, and equipment required to install 6 INCH Gate Valve, including valve box, cover, insulating gaskets, concrete pad, and all appurtenances, per the Technical Specification and Details, complete in place, ready for use by the Owner.	1	EA	\$ 2,000.00	\$ 2,000.00	\$1,300.00	\$ 1,300.00	\$1,100.00	\$ 1,100.00	\$1,100.00	\$ 1,100.00	\$2,150.00	\$ 2,150.00
2.7	Furnish all labor, materials, and equipment required to install new Fire Hydrant Assembly, including fire hydrant, six inch (6”) D.I. piping, fittings, connection, main line fitting, blocking, testing, bonnets, painting, sterilization, restraining devices, coordinates, and appurtenances, per the Technical Specifications, complete in place, ready for use by the Owner.	1	EA	\$ 4,380.00	\$ 4,380.00	\$4,000.00	\$ 4,000.00	\$4,500.00	\$ 4,500.00	\$3,600.00	\$ 3,600.00	\$4,500.00	\$ 4,500.00
2.8	Furnish all labor, materials, and equipment required to install Six Inch (6 INCH) Water Main, AWWA C-900 DR 18 PVC with Tracer wire, Blue in color, including excavation, embankment, backfill, restrained joints (mega lugs and blocking), sterilization, and appurtenances, per the Technical Specifications, complete in place, ready for use by the Owner.	12	LF	\$ 67.00	\$ 804.00	\$70.00	\$ 840.00	\$65.00	\$ 780.00	\$90.00	\$ 1,080.00	\$122.00	\$ 1,464.00
2.9	Furnish all labor, materials, and equipment required to install Twelve Inch (12 INCH) Water Main, AWWA C-900 DR 18 PVC with Tracer wire, Blue in color, including excavation, embankment, backfill, restrained joints (mega lugs and blocking), sterilization, and appurtenances, per the Technical Specifications, complete in place, ready for use by the Owner.	801	LF	\$ 30.00	\$ 24,030.00	\$21.50	\$ 17,221.50	\$65.00	\$ 52,065.00	\$43.00	\$ 34,443.00	\$56.00	\$ 44,856.00

Attachment: Bid Tabulation by Supplier Spreadsheet (3) (Beech Street Improvements)

TAB SHEET BEECH STREET				7.I.a									
				ANA Site Construction		Dickerson Construction		Canary Construction, Inc.		Saber Development		GRod Construction, LLC (GRod	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
2.10	Furnish all labor, materials and equipment required to install Twelve Inch (12 INCH) PVC Water Line within Twenty Inch (20) Steel Encasement, (0.375 INCH min. wall thickness) by means other than open cut, including excavation, backfill, restrained joints, HD polyethylene spacers, testing, sterilization and appurtenances, complete in place, ready for use by the Owner.	162	LF	\$ 329.00	\$ 53,298.00	\$320.00	\$ 51,840.00	\$350.00	\$ 56,700.00	\$375.00	\$ 60,750.00	\$467.00	\$ 75,654.00
2.11	Furnish all labor, materials and equipment required to install Twelve Inch (12 INCH) PVC Water Line within Twenty Inch (20”) Steel Encasement, (0.375 INCH min. wall thickness) by open cut, including excavation, backfill, restrained joints, HD polyethylene spacers, testing, sterilization and appurtenances, complete in place, ready for use by the Owner.	18	LF	\$ 103.00	\$ 1,854.00	\$200.00	\$ 3,600.00	\$250.00	\$ 4,500.00	\$95.00	\$ 1,710.00	\$200.00	\$ 3,600.00
2.12	Furnish all labor, materials and equipment required to install AWWA C-153/C-111 Compact Ductile Iron Fittings (Tyler Pipe or Equal), including bolts, joints, restraining devices, thrust blocking, testing, sterilization, and all appurtenances, complete in place system, ready for use by the Owner.	1	TON	\$ 11,500.00	\$ 11,500.00	\$8,000.00	\$ 8,000.00	\$9,000.00	\$ 9,000.00	\$7,500.00	\$ 7,500.00	\$11,100.00	\$ 11,100.00
2.13	Furnish all materials, labor and equipment to install Connection of Proposed Water Line to Existing Water Line By Cut-in Connection (regardless of size and depth), complete in place, ready for use by the Owner.	2	EA	\$ 3,800.00	\$ 7,600.00	\$6,000.00	\$ 12,000.00	\$4,500.00	\$ 9,000.00	\$3,000.00	\$ 6,000.00	\$3,500.00	\$ 7,000.00
2.14	Furnish all labor, materials, and equipment required to install Trenching, Bemedment and Backfilling for 12 INCH Water Pipe, as shown in details and per the Technical Specifications, complete in place, ready for use by the Owner.	657	LF	\$ 16.00	\$ 10,512.00	\$70.00	\$ 45,990.00	\$5.00	\$ 3,285.00	\$25.00	\$ 16,425.00	\$13.00	\$ 8,541.00
2.15	Furnish Trench Protection for Sanitary Sewer and Water Lines including all sheeting, shoring, piling, bracing, boxes, equipment, tools and any device including de-watering, back sloping, and other operations as required for the safe construction of water pipe trenching in any trenches greater than five feet (5 FEET) in depth as required to comply with the latest OSHA regulations and in accordance with the State of Texas House Bill No. 1569.	1183	LF	\$ 4.15	\$ 4,909.45	\$5.00	\$ 5,915.00	\$1.00	\$ 1,183.00	\$1.00	\$ 1,183.00	\$4.00	\$ 4,732.00
TOTAL UTILITIES					\$ 272,982.45		\$ 303,550.10		\$ 310,395.00		\$ 334,281.00		\$ 360,507.00
GRAND TOTAL					\$ 322,842.45		\$ 329,500.10		\$ 337,760.00		\$ 369,161.00		\$ 403,757.00

Attachment: Bid Tabulation by Supplier Spreadsheet (3) (Beech Street Improvements)

SECTION 00410
EJCDC STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and XX (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

City of Celina
Beech Street Improvements
BID 2021-0063
PROJECT WSRD01

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The construction project includes:

The Beech St improvements project consists of installing approximately 710 LF of 8" PVC sewer main and 720 LF of 12" PVC water main and approximately 204 LF of dry bore for sewer and 180 LF of dry bore for water across railroad.

- 3.01 The Project has been designed by:

Pacheco Koch Consulting Engineers, Inc.
7557 Rambler Rd.
Suite 1400
Dallas, TX 75231

which hereinafter called ENGINEER and which is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within **30** days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **45** days after the date when the Contract Times commence to run.

- 4.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER

if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **\$500** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$500 for** each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.

For all Work other than Unit Price Work, a Lump sum of: \$322,842.45.

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the last day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. 95% of Work completed (with the balance being retainage).
 - b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0% per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following in their entirety:
 1. This Agreement;
 2. Performance Bond;
 3. Payment Bond;
 4. Maintenance Bond;
 5. General Conditions;
 6. Supplementary Conditions;
 7. Specification as listed in the table of contents of the Project Manual;
 8. Drawings;
 9. All Addenda;
 10. Exhibits to this Agreement;

- a. CONTRACTOR'S Bid Response;
 - b. CONTRACTOR'S Insurance
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

EXECUTED in single or multiple originals with an effective date of **March 9, 2021**.

CITY OF CELINA, TEXAS

CONTRACTOR.

Jason Laumer, City Manager

Printed Name & Title

Address for giving notices:

**City of Celina
142 N. Ohio
Celina, TX 75009
Attn: Contracts
469-813-4194
contracts@celina-tx.gov**

Address for giving notices:

EJCDC® C-410, Bid Form for Construction Contract.
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and American Society of Civil Engineers. All rights reserved.

Attachment: Agreement - Beech Street Improvements (Beech Street Improvements)



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
Date: March 9, 2021
Re: Fire Administration Modular Building

Action Requested:

Consider and act to authorize the purchase of a new modular building from Palomar Modular Buildings through an interlocal contract with BuyBoard in an amount not to exceed \$367,957.00. (Berry)

Background Information:

Staff requests authorization to procure a new modular building for Fire Administration to through the following cooperative agreement.

- BuyBoard
- Contract #:637-21

Staff contacted three vendors on cooperative contracts.

The City maintains an executed Interlocal Agreement with above the cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Alternatives:

Council may reject the purchase and direct staff.

Financial Considerations:

Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Supporting Documents:

Quote

Staff Recommendation:

Authorize the purchase



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Andy Figueroa, Director of Public Works
 Date: March 9, 2021
 Re: Pest Control Services, Bid 2021-0058

Action Requested:

Consider and act to award bid 2021-0058 for Pest Control Services at the unit prices listed to Cantu Pest Control in an amount not to exceed \$101,000. (Berry)

Background Information:

On February 8, 2021, the City received responses to bid 2021-0058 for pest control services. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which fifty-six vendors were notified. Three responses were received.

These services include scheduled maintenance for all City facilities. This agreement will contain a fixed pricing structure for the term of the agreement.

The contract period is for one year with the option to renew the agreement for four additional one-year periods. Staff estimates yearly services to be approximately \$20,200 the first year.

Alternatives:

Council may reject the award and direct staff.

Financial Considerations:

Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:

Standard contract documents have been used and previously reviewed.

Supporting Documents:

Tab Sheet
 Evaluation
 Agreement

Staff Recommendation:

Award Bid # 2021-0058

TAB SHEET

7.K.a

PEST CONTROL SERVICES

				Cantu Pest Control	BUGCO Pest Control	R&R Pest Control
Line #	Description	QTY	UOM	Unit	Unit	Unit
1	Fire Administration 104 N. Colorado 5,900 SF	12	Cost per MO	\$15.00	\$29.00	\$125.00
2	Police Department. 110 N. Colorado 3,765 SF	12	Cost per MO	\$15.00	\$18.50	\$100.00
3	Annex Building 112 N. Colorado 10,800 SF	12	Cost per MO	\$20.00	\$53.00	\$225.00
4	Senior Center 140 N. Ohio 1,750 SF	12	Cost per MO	\$15.00	\$8.50	\$50.00
5	City Hall / Library 142 N. Ohio 8,500 SF	12	Cost per MO	\$15.00	\$42.00	\$150.00
6	EDC / Mainstreet /Parks 302 W. Walnut 3,845 SF	12	Cost per MO	\$15.00	\$19.00	\$175.00
7	Fire Station #1 1413 S. Preston Road 10,776 SF	12	Cost per MO	\$20.00	\$53.00	\$150.00
8	Fire Station #2 1805 Light Farms Way 6,676 SF	12	Cost per MO	\$15.00	\$33.00	\$150.00
9	Public Works Admin 10165 CR 106 N. 5,115 SF	12	Cost per MO	\$15.00	\$23.00	\$175.00
10	Public Works - Storage Bldg 10165 CR 106 S. 2,500 SF	12	Cost per MO	\$15.00	\$11.25	\$50.00
11	Public Works - Arch Bldg 10215 CR 106 2,500 SF	12	Cost per MO	\$15.00	\$11.25	\$50.00
12	Downtown Pump Station 107 E. Elm S. 2,400 SF	12	Cost per MO	\$15.00	\$11.00	\$50.00
13	Downtown Pump Station 107 E. Elm N. bldg. 1,350SF	12	Cost per MO	\$15.00	\$6.00	\$50.00
14	Old Fire Station 311 N. Louisiana S. bldg. 5,040 SF	12	Cost per MO	\$15.00	\$22.00	\$50.00
15	Old Fire Station 311 N. Louisiana N. bldg. 1,536 SF	12	Cost per MO	\$15.00	\$7.00	\$50.00
16	Waste Water Treatment Plant 700 N. Florida Lab 999 SF	12	Cost per MO	\$15.00	\$4.50	\$50.00
17	Waste Water Treatment Plant 700 N. Florida Electrical bldg. 703 SF	12	Cost per MO	\$15.00	\$3.00	\$50.00
18	Waste Water Treatment Plant 700 N. Florida Press bldg. 2,385 SF	12	Cost per MO	\$15.00	\$11.00	\$50.00
19	Light Farms Water Tower 1803 Light Farms Way 1,350 SF	12	Cost per MO	\$15.00	\$7.00	\$75.00
20	Coit Road Water Tower 4299 CR 86 1,840 SF	12	Cost per MO	\$15.00	\$8.00	\$75.00
21	Old Celina Park 12670 FM 428 baseball concession 1,900 SF	12	Cost per MO	\$15.00	\$8.50	\$50.00
22	Old Celina Park 12670 FM 428 soccer concession 1,300 SF	12	Cost per MO	\$15.00	\$6.00	\$50.00
23	Old Celina Park 12670 FM 428 (2) maint sheds 1,250 SF	12	Cost per MO	\$15.00	\$5.50	\$50.00
24	Celina Road Pump Station 17099 Celina Road Pump bldg. 2,576 SF	12	Cost per MO	\$15.00	\$11.50	\$50.00
25	Celina Road Pump Station 17099 Celina Road Electrical bldg 970 SF	12	Cost per MO	\$15.00	\$4.00	\$50.00
26	Price per linear foot to treat for termites.	1	LF	\$3.50	Incomplete	Incomplete
27	Price per linear foot to treat for pests (non termite) at other locations not listed.	1	LF	\$0.50	Incomplete	Incomplete

Attachment: Bid Tabulation - Pest Control by Line (Pest Control Services)

Supplier Scoring Summary

2021-0058 - Pest Control Services

Supplier	Rank		Score		Bid Review - General			
					Sample Invoice	Reference	Price	Past Experience with the
			100		5	30	60	5
Cantu Pest Control	1		95.0		5	30	60	0
BUGCO Pest Control	2		89.0		0	30	59	0
R&R Pest Control	3		35.0		0	30	0	5
			73.0		1.7	30.0	39.7	1.7

**City of Celina, Texas
Standard Contract for Services**

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (hereinafter referred to as the "City") and **Cantu Pest Control** (hereinafter referred to as the "Provider") for **Pest Control Services**, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The City agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: **Pest Control Services, Bid # 2021-0058** (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in **Exhibit A-Specifications**. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the City in writing.
3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Agreement and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period for this Agreement is twelve (12) months. All pricing is to remain firm during this contract period. This Agreement is renewable for up to four (4) additional one-year terms on an annual basis. Both parties must be in agreement. Provider must notify the City 120 days prior to end of the current term in the event of non-renewal.
5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in **Exhibit B-Provider Bid Response**, attached hereto and incorporated herein by reference.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after the City's receipt of the invoice for the previous month's Services or as set forth in **Exhibit A**.
7. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, City of Celina, 142 N. Ohio, Celina, TX 75068, or emailed to accountspayable@celina.gov.
8. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Provider on account of unsatisfactory performance by the Provider. The amount to be withheld will be calculated based on the work not performed and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and, if so used, will not be paid to the Provider.
9. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to the Provider.
10. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of this Agreement.
11. **INDEMNIFICATION.** THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND

Attachment: Agreement - Pest Control Services Final (Pest Control Services)

EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

12. **TRANSFER OF INTEREST.** Neither the City nor the Provider may assign or transfer their interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement is binding on the City, the Provider, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Provider shall make available to the City for examination all of its records with respect to all matters covered by this Agreement, and will permit the City to audit, examine and make copies, excerpts, or transcripts from such records. The City may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to this Agreement.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Provider shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Provider agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-Provider, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Provider shall keep records and submit reports concerning the racial and ethnic origin(s) of applicant employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** The City may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the City shall notify the Provider and the Provider shall be given seven (7) days to cure

such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the City, the City may terminate this Agreement upon written notice as provided herein.

Furthermore, the City retains the right to terminate this Agreement at the expiration of each City budget period (September 30) during the term of this Agreement, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Provider consents to the City's selection of another Provider to assist the City in any way in completing the Services. The Provider further agrees to cooperate and provide any information requested by the City in connection with the completion of the Services.

The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against the Provider that may be available under applicable law.

16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the City that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement.
17. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the City's written approval before such work begins.
18. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the City's prior written consent.
19. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the City by 8:00 a.m. of the following City business day after the incident. If damage may result in further damages to the City or loss of City property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to City property or equipment caused by the Provider's officers, employees, agents or sub-Providers.
20. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the City has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the City has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City are followed.
22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the City and the Provider, the City and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.

23. **ENTIRE CONTRACT.** This Agreement together with Exhibit A and B, attached hereto and any other exhibit attached hereto contains the entire contract between the City and the Provider concerning the Services for the Project. There will be no understandings or contracts other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.
24. **MAILING ADDRESSES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

City of Celina
 Attn: Contracts
 142 N. Ohio
 Celina, TX 75009
 contracts@celina-tx.gov

Provider

Any notices and 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 in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.
26. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Denton County, Texas.
27. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.
28. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the City and the Provider, as indicated below.

EXECUTED in single or multiple originals, this 10th day of March, 2021.

CITY OF CELINA

PROVIDER

 Jason Laumer, City Manager

 Type/Print Name and Title

 Date

 Date

Attachment: Agreement - Pest Control Services Final (Pest Control Services)



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Andy Figueroa, Director of Public Works
 Date: March 9, 2021
 Re: Electrical Services

Action Requested:

Consider and act to award bid 2021-0062 for electrical services at the unit prices listed to Trinity Lighting in an amount not to exceed \$50,000. (Berry)

Background Information:

On February 8, 2021, the City received responses to bid 2021-0062 for electrical services. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which one hundred thirty-two vendors were notified. Six responses were received.

These services include unscheduled maintenance and repairs for all City facilities. This agreement will contain a fixed pricing structure for the term of the agreement.

The contract period is for one year with the option to renew the agreement for four additional one-year periods. Staff estimates yearly services to be approximately \$10,000 the first year.

Alternatives:

Council may reject the award and direct staff.

Financial Considerations:

Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:

Standard contract documents have been used and previously reviewed.

Supporting Documents:

Tab Sheet
Evaluation

Staff Recommendation:

Award Bid # 2021-0062

BID TABULATION
ELECTRICAL SERVICES
2021-0062

				Trinity Lighting	Richardson Ready Electric (RRE, Inc)	CEC Facilities Group, LLC	Automation Integration (Becker Enterprises, Inc.)	Rosendin Electric Inc.	TDIndustries, Inc.
Line #	Description	QTY	UOM	Unit	Unit	Unit	Unit	Unit	Unit
1	Electrical Service Call Normal Hours. One-time charge for call out to job site. This is not the cost for the first hour. This is if a separate service call fee is charged. Cost per trip	1	EA	\$25.00	\$30.00	\$50.00	\$77.50	\$140.00	\$75.00
2	Electrical Service Call Nights/Weekends/Holidays. One-time charge for call out to job site. This is not the cost for the first hour. This is if a separate service call fee is charged. cost / trip	1	EA	\$25.00	\$30.00	\$75.00	\$116.25	\$185.00	\$75.00
3	Electrical Maintenance Repair, Regular Time, Journeyman Electrician COST PER HOUR	1	HR	\$45.00	\$45.00	\$70.00	\$75.00	\$93.50	\$86.00
4	Electrical Maintenance Repair, Overtime, Journeyman Electrician COST PER HOUR	1	HR	\$67.50	\$67.50	\$105.00	\$112.50	\$140.00	\$129.00
5	Electrical Maintenance Repair, Regular Time, Electrician Helper COST PER HOUR	1	HR	\$35.00	\$30.00	\$40.00	\$60.00	\$45.00	\$55.00
6	Electrical Maintenance Repair, Overtime, Electrician Helper COST PER HOUR	1	HR	\$52.50	\$45.00	\$60.00	\$90.00	\$67.90	\$82.50
7	Bucket Truck or Spider Lift to reach up to 80ft. for light change outs TIME STARTS ON JOB SITE COST PER HOUR	1	HR	\$35.00	\$40.00	\$213.00	\$250.00	\$515.00	\$1,014.00
8	Bucket Truck or Spider Lift to reach up to 80ft. for light change outs - OVERTIME TIME STARTS ON JOB SITE COST PER HOUR	1	HR	\$52.50	\$40.00	\$248.00	\$500.00	\$515.00	\$1,057.00
9	Parts Mark up - Percentage Mark Up List Price for parts materials direct mark up-not margin	1	ea	15.0%	20.0%	20.0%	25.0%	19.5%	13.5%

Attachment: Bid Tabulation (Electrical Services)

Supplier Scoring Summary

2021-0062 - Electrical Services

Supplier	Rank	Score	Bid Review - General	Invoice Sample	Cost	Past Experience with the	Reference - Overall Rating
		100					
Trinity Lighting	1	100	5	60	5	30	
Richardson Ready Electric	2	90.0	0	60	0	30	
CEC Facilities Group, LLC	3	75.0	0	45	0	30	
Automation Integration	4	74.0	5	34	5	30	
Rosendin Electric Inc.	5	58.0	5	23	0	30	
TDIndustries, Inc.	6	35.0	5	0	0	30	
		72.0	3.3	37.0	1.7	30.0	

**City of Celina, Texas
Standard Contract for Services**

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (hereinafter referred to as the "City") and **Trinity Lighting** (hereinafter referred to as the "Provider") for **Electrical Services**, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The City agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: **Electrical Services, Bid # 2021-0062** (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in **Exhibit A-Specifications**. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the City in writing.
3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Agreement and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period for this Agreement is twelve (12) months. All pricing is to remain firm during this contract period. This Agreement is renewable for up to four (4) additional one-year terms on an annual basis. Both parties must be in agreement. Provider must notify the City 120 days prior to end of the current term in the event of non-renewal.
5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in **Exhibit B-Provider Bid Response**, attached hereto and incorporated herein by reference.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after the City's receipt of the invoice for the previous month's Services or as set forth in **Exhibit A**.
7. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, City of Celina, 142 N. Ohio, Celina, TX 75068, or emailed to accountspayable@celina.gov.
8. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Provider on account of unsatisfactory performance by the Provider. The amount to be withheld will be calculated based on the work not performed and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and, if so used, will not be paid to the Provider.
9. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to the Provider.
10. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of this Agreement.
11. **INDEMNIFICATION.** THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND

Attachment: Agreement - Electrical Services (Electrical Services)

EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

12. **TRANSFER OF INTEREST.** Neither the City nor the Provider may assign or transfer their interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement is binding on the City, the Provider, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Provider shall make available to the City for examination all of its records with respect to all matters covered by this Agreement, and will permit the City to audit, examine and make copies, excerpts, or transcripts from such records. The City may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to this Agreement.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Provider shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Provider agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-Provider, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Provider shall keep records and submit reports concerning the racial and ethnic origin(s) of applicant employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** The City may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the City shall notify the Provider and the Provider shall be given seven (7) days to cure

such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the City, the City may terminate this Agreement upon written notice as provided herein.

Furthermore, the City retains the right to terminate this Agreement at the expiration of each City budget period (September 30) during the term of this Agreement, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Provider consents to the City's selection of another Provider to assist the City in any way in completing the Services. The Provider further agrees to cooperate and provide any information requested by the City in connection with the completion of the Services.

The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against the Provider that may be available under applicable law.

16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the City that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement.
17. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the City's written approval before such work begins.
18. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the City's prior written consent.
19. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the City by 8:00 a.m. of the following City business day after the incident. If damage may result in further damages to the City or loss of City property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to City property or equipment caused by the Provider's officers, employees, agents or sub-Providers.
20. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the City has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the City has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City are followed.
22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the City and the Provider, the City and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.

23. **ENTIRE CONTRACT.** This Agreement together with Exhibit A and B, attached hereto and any other exhibit attached hereto contains the entire contract between the City and the Provider concerning the Services for the Project. There will be no understandings or contracts other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.
24. **MAILING ADDRESSES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

City of Celina
 Attn: Contracts
 142 N. Ohio
 Celina, TX 75009
 contracts@celina-tx.gov

Provider

Any notices and 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 in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.
26. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Denton County, Texas.
27. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.
28. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the City and the Provider, as indicated below.

EXECUTED in single or multiple originals, this 10th day of March, 2021.

CITY OF CELINA

PROVIDER

 Jason Laumer, City Manager

 Type/Print Name and Title

 Date

 Date

Attachment: Agreement - Electrical Services (Electrical Services)



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Figueroa, Director of Public Works
Date: March 9, 2021
Re: Plumbing Services

Action Requested:

Consider and act to award bid 2021-0061 for plumbing services at the unit prices listed to CBS Mechanical in an amount not to exceed \$50,000. (Berry)

Background Information:

On February 8, 2021, the City received responses to bid 2021-0061 for plumbing services. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which seventy-three vendors were notified. Four responses were received.

These services include unscheduled maintenance and repairs for all City facilities. This agreement will contain a fixed pricing structure for the term of the agreement.

The contract period is for one year with the option to renew the agreement for four additional one-year periods. Staff estimates yearly services to be approximately \$10,000 the first year.

Alternatives:

Council may reject the award and direct staff.

Financial Considerations:

Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:

Standard contract documents have been used and previously reviewed.

Supporting Documents:

Tab Sheet
Evaluation Results

Staff Recommendation:

Award Bid # 2021-0061

TAB SHEET
PLUMBING SERVICES
2021-0061

				CBS MECHANICAL SERVICES	TDIndustries, Inc.	CTX Plumbing and Electrical	Texas Plumbing Solutions LLC
Line #	Description	QTY	UOM	Unit Price	Unit Price	Unit Price	Unit Price
28	Plumbing Service Call Normal Hours One-time charge for call out to job site. Contractor provides one (1) Journeyman Plumber for each service call, with service truck.	1	Hourly Rate	\$85.00	\$75.00	\$75.00	\$145.00
29	Plumbing Service Call Nights/Weekends/Holidays One-time charge for call out to job site. Contractor provides one (1) Journeyman Plumber for each service call with service truck.	1	Hourly Rate	\$85.00	\$75.00	\$125.00	\$195.00
30	Plumbing Maintenance Repair Regular time. Journeyman Plumber with a service truck	1	Hourly Rate	\$85.00	\$99.00	\$150.00	\$145.00
31	Plumbing Maintenance Repair Overtime Journeyman plumber with a service truck	1	Hourly Rate	\$85.00	\$148.50	\$225.00	\$195.00
32	Plumbing Maintenance Repair Regular Time Apprentice plumber	1	Hourly Rate	\$50.00	\$99.00	\$50.00	\$75.00
33	Plumbing Maintenance Repair Overtime Apprentice plumber	1	Hourly Rate	\$50.00	\$148.50	\$75.00	\$95.00
34	Plumbing Maintenance Repair Regular Time Foreman Journeyman Plumber	1	Hourly Rate	\$85.00	\$99.00	\$150.00	\$145.00
35	Plumbing Maintenance Repair Overtime Foreman Journeyman Plumber	1	Hourly Rate	\$85.00	\$148.50	\$225.00	\$195.00
36	Parts Mark up	1	ea	35.00%	35.00%	16.00%	10.00%

Attachment: Bid Tabulation Plumbing by Line (Plumbing Services)

Supplier Scoring Summary

2021-0061 Addendum 1 - Plumbing Services

Supplier	Rank		Score			
	Rank		Score			
			100			
CBS MECHANICAL SERVICES, INC	1		95.0			
TDIndustries, Inc.	2		68.0			
CTX Plumbing and Electrical	3		50.0			
Texas Plumbing Solutions LLC	4		30.0			
			60.8			
Bid Review - General						
Cost			60	30	5	5
Reference - Overall Rating			60	30	0	5
Past Experience with the			33	30	0	5
Sample Invoice			13	30	5	2
			0	30	0	0
			26.5	30.0	1.3	3.0

**City of Celina, Texas
Standard Contract for Services**

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (hereinafter referred to as the "City") and **CBS Mechanical Services** (hereinafter referred to as the "Provider") for **Plumbing Services**, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The City agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: **Plumbing Services, Bid # 2021-0061** (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in **Exhibit A-Specifications**. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the City in writing.
3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Agreement and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period for this Agreement is twelve (12) months. All pricing is to remain firm during this contract period. This Agreement is renewable for up to four (4) additional one-year terms on an annual basis. Both parties must be in agreement. Provider must notify the City 120 days prior to end of the current term in the event of non-renewal.
5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in **Exhibit B-Provider Bid Response**, attached hereto and incorporated herein by reference.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after the City's receipt of the invoice for the previous month's Services or as set forth in **Exhibit A**.
7. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, City of Celina, 142 N. Ohio, Celina, TX 75068, or emailed to accountspayable@celina.gov.
8. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Provider on account of unsatisfactory performance by the Provider. The amount to be withheld will be calculated based on the work not performed and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and, if so used, will not be paid to the Provider.
9. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to the Provider.
10. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of this Agreement.
11. **INDEMNIFICATION.** THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND

Attachment: Agreement - Plumbing Services (Plumbing Services)

EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

12. **TRANSFER OF INTEREST.** Neither the City nor the Provider may assign or transfer their interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement is binding on the City, the Provider, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Provider shall make available to the City for examination all of its records with respect to all matters covered by this Agreement, and will permit the City to audit, examine and make copies, excerpts, or transcripts from such records. The City may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to this Agreement.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Provider shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Provider agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-Provider, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Provider shall keep records and submit reports concerning the racial and ethnic origin(s) of applicant employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** The City may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the City shall notify the Provider and the Provider shall be given seven (7) days to cure

such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the City, the City may terminate this Agreement upon written notice as provided herein.

Furthermore, the City retains the right to terminate this Agreement at the expiration of each City budget period (September 30) during the term of this Agreement, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Provider consents to the City's selection of another Provider to assist the City in any way in completing the Services. The Provider further agrees to cooperate and provide any information requested by the City in connection with the completion of the Services.

The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against the Provider that may be available under applicable law.

16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the City that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement.
17. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the City's written approval before such work begins.
18. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the City's prior written consent.
19. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the City by 8:00 a.m. of the following City business day after the incident. If damage may result in further damages to the City or loss of City property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to City property or equipment caused by the Provider's officers, employees, agents or sub-Providers.
20. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the City has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the City has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City are followed.
22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict, concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the City and the Provider, the City and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.

23. **ENTIRE CONTRACT.** This Agreement together with Exhibit A and B, attached hereto and any other exhibit attached hereto contains the entire contract between the City and the Provider concerning the Services for the Project. There will be no understandings or contracts other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.
24. **MAILING ADDRESSES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

City of Celina
 Attn: Contracts
 142 N. Ohio
 Celina, TX 75009
 contracts@celina-tx.gov

Provider

Any notices and 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 in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.
26. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Denton County, Texas.
27. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.
28. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the City and the Provider, as indicated below.

EXECUTED in single or multiple originals, this 10th day of March, 2021.

CITY OF CELINA

PROVIDER

 Jason Laumer, City Manager

 Type/Print Name and Title

 Date

 Date

Attachment: Agreement - Plumbing Services (Plumbing Services)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Madhuri Mohan AICP, Planning Manager
 CC: Jason Laumer, City Manager
 Date: March 9, 2021
 Re: 20-05 Annexation Third Public Hearing and Ordinance Adoption

Action Requested:

The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the City of Celina, Texas; and providing for other matters related thereto for the following property: (20-05 Annexation Third Public Hearing and Ordinance Adoption) (Mohan)

- 1) Collin CAD Property ID 985679, being an approximate 19.80 acre tract of land in Collin County, Texas, legally described as Abstract No. 665 in the P Newsome Survey, Tract 3; generally located west of County Road 58 and 2,400 feet south of County Road 60,
- 2) Collin CAD Property ID 991029, being an approximate 30.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 131 in the B.B.B. & C.R.R. Survey, Tract 7; generally located approximately 2,600 feet west of County Road 58 and approximately 4,300 feet south of County Road 60,
- 3) Collin CAD Property ID 2725112, being an approximate 297.05 acre tract of land in Collin County, Texas, legally described as Abstract No. 11 in the W P Allen Survey, Tract 1; generally located approximately 2,300 feet west of County Road 58 and south of County Road 60,
- 4) Collin CAD Property ID 2120501, being an approximate 23.87 acre tract of land in Collin County, Texas, legally described as Abstract No. 130 in the B.B.B. & C.R.R. Survey, Tract 4; generally located at the northeast corner of County Road 132 and County Road 130,
- 5) Collin CAD Property ID 2663798 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 1; generally located north of Carthage Road and approximately 1,900 feet west of the BNSF Railroad,

- 6) Collin CAD Property ID 1497749 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 2; generally located north of Carthage Road and approximately 1,500 feet west of the BNSF Railroad,
- 7) Collin CAD Property ID 1497758 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 3; generally located north of Carthage Road and approximately 1,100 feet west of the BNSF Railroad,
- 8) Collin CAD Property ID 1497767 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 4; generally located north of Carthage Road and approximately 665 feet west of the BNSF Railroad,
- 9) Collin CAD Property ID 2758470 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 5; generally located north of Carthage Road and approximately 250 feet west of the BNSF Railroad,
- 10) Collin CAD Property ID 1497785 being an approximate 17.24 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 6; generally located north of Carthage Road and west of the BNSF Railroad,
- 11) Collin CAD Property ID 963443, being an approximate 25.55 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 2; generally located west of Legacy Drive and approximately 200 feet north of Carey Road,
- 12) Collin CAD Property ID 2120832, being an approximate 25.74 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 1; generally located at the southeast corner of Legacy Drive and Carey Road,
- 13) Collin CAD Property ID 963452, being an approximate 25.54 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 3; generally located west of Legacy Drive and approximately 450 feet south of Carey Road,
- 14) Collin CAD Property 2718652, being an approximate 11.88 acre tract of land in Collin County, Texas, legally described as Abstract No. 931 in the T & P Ry Co Survey, Tract 4; generally located approximately 3,300 feet south of County Road 107 and approximately 1,400 feet east of Preston Road,
- 15) Collin CAD Property ID 2718653, being an approximate 18.79 acre tract of land in Collin County, Texas, legally described as Abstract No. 533 in the W C Lewis Survey, Tract 6; generally located approximately 2,500 feet south of County Road 107 and approximately 1,100 feet east of Preston Road,
- 16) Collin CAD Property ID 2718698, being an approximate 44.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 247 in the John Davis Survey, Tract 3; generally located south of County Road 107 and approximately 550 feet east of Preston Road,
- 17) Collin CAD Property ID 998727, being an approximate 63.47 acre tract of land in Collin County, Texas, legally described Abstract No. 983 in the JB Wilmeth Survey, Tract 1; generally located west of Custer Road and approximately 900 feet south of Sunset Boulevard,

18) Collin CAD Property ID1013575, being an approximate 4.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 985 in the JB Wilmeth Survey, Tract 1; generally located approximately 500 feet west of Custer Road and south of Sunset Boulevard,

19) Collin CAD Property ID1014280, being an approximate 12.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 1032 in the JB Wilmeth Survey, Tract 1; generally located at the southwest corner of Sunset Boulevard and Custer Road.

Background:

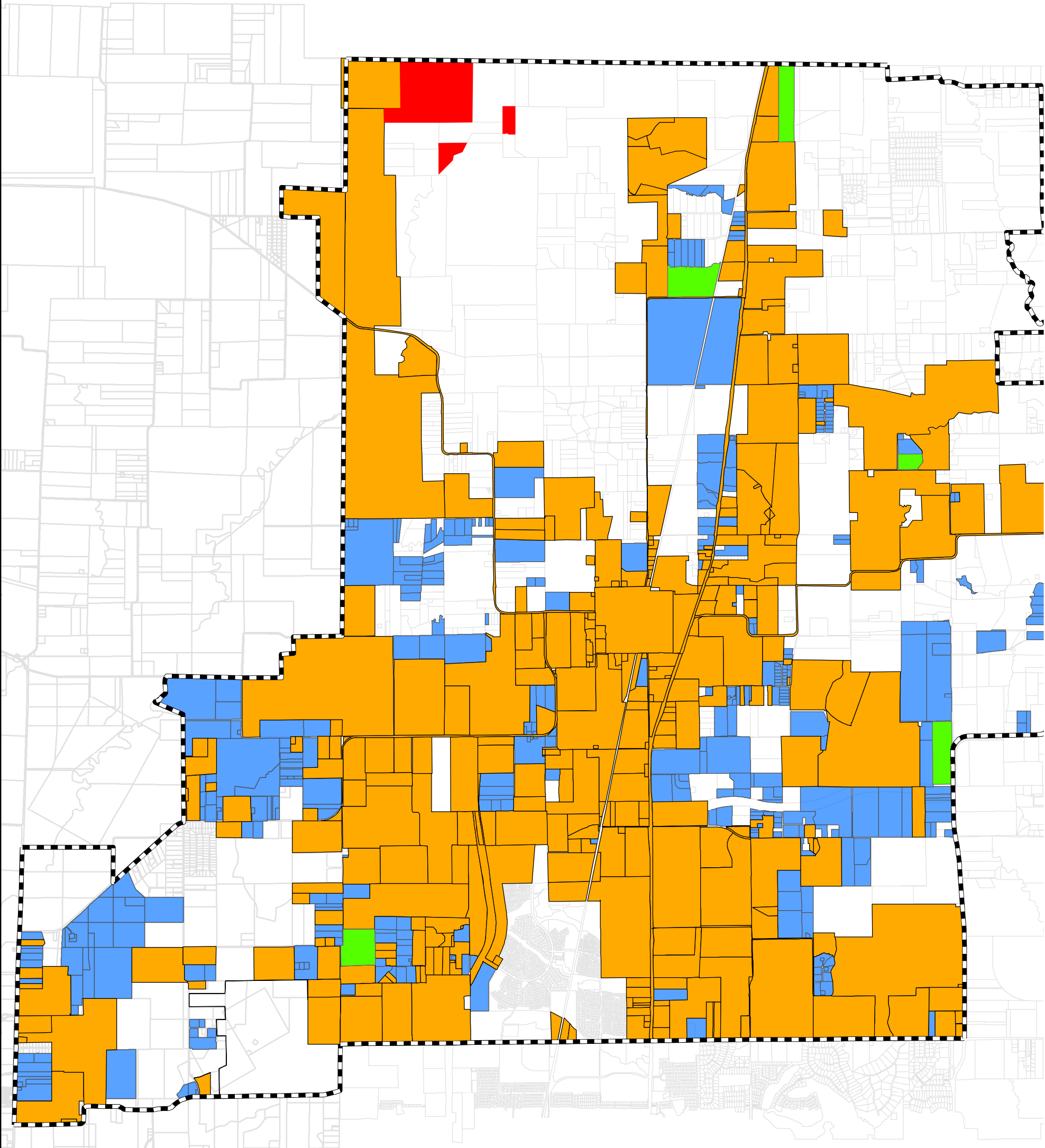
Please refer to the attachments for additional information.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.



Attachment: Location Map (20-05 Annexation Third Public Hearing and Ordinance Adoption)

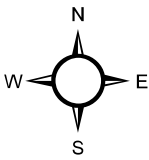


Potential Annexations City of Celina

Date: 6/23/2020

Legend

- Ultimate Boundary
- Potential Annexations
- Development Agreement



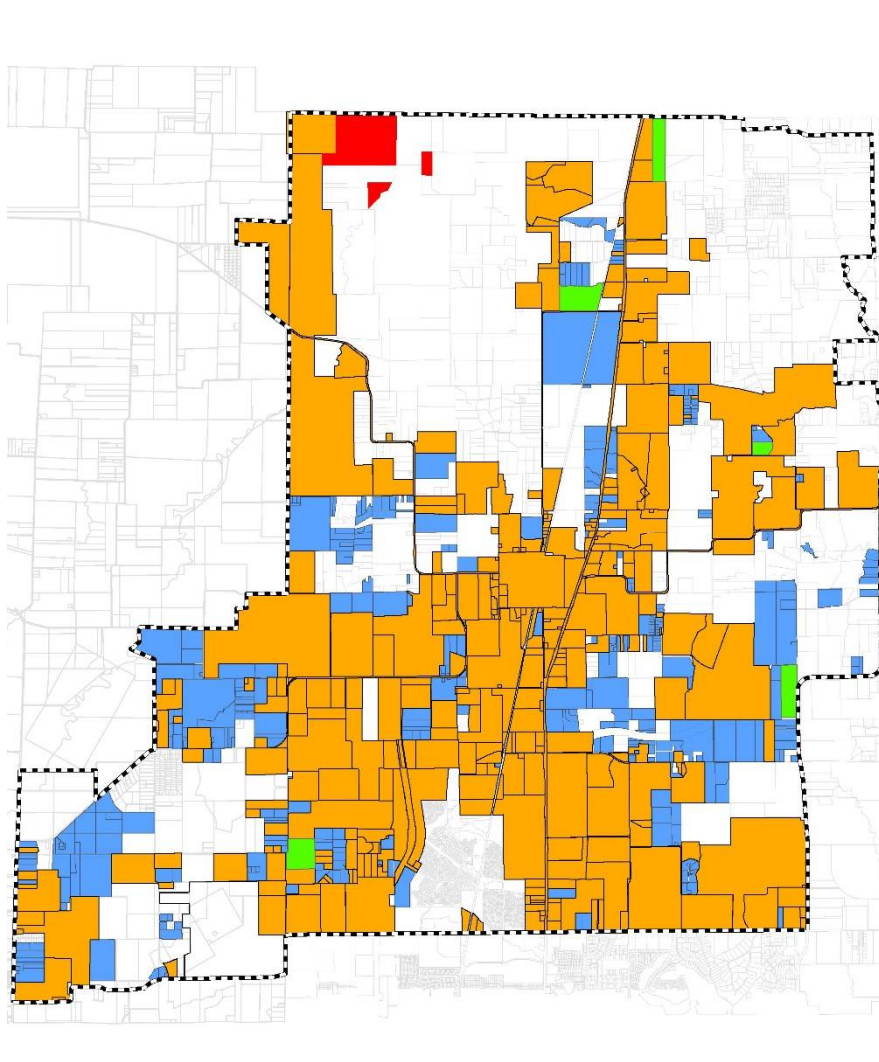
0 4,450 8,900 Feet

Annexation 20-05

City Council

March 9, 2021





Annexation Map

Legend

-  Ultimate Boundary
-  Voluntary Petition
-  Potential Annexations

Annexation Fast Facts

- No resident has been annexed since 2017 State law changes
- Nearly 600 property owners have found value in signing a deferral agreement that continues and does not interrupt their rural lifestyle
- Some property owners have desired immediate annexation and zoning when contacted in order to secure future entitlements and protect property values



Policy Points

- City tax payers subsidize services and infrastructure to county residents in the ETJ
- The growth policy commits to orderly and well-managed growth where developers shoulder the cost of new infrastructure, projects are built to safety codes, and the property values are protected

Annexation Timeline

- ~~July 14, 2020 – Annexation Resolution~~
- ~~August 11, 2020 – 1st Public Hearing~~
- ~~January 12, 2021 – Petition Verification~~
- ~~February 9, 2021 – 2nd Public Hearing~~
- March 9, 2021 – 3rd Public Hearing and Annexation Ordinance adoption
- April 13, 2021 – The associated Zoning Ordinance Adoption

Recommendation

- Staff recommends approval

CITY OF CELINA, TEXAS

ORDINANCE NO. 2021-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT BEING ±700 ACRES GENERALLY LOCATED WEST OF FM 2478, SOUTH OF MARILEE ROAD, NORTH OF CLEAR CREEK PARKWAY, AND EAST OF COUNTY ROAD 6, AND THAT PORTION OF ALL COUNTY ROAD RIGHTS-OF-WAY ADJACENT TO SAID TERRITORY; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY/AREA, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code (the "Act") and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter; and

WHEREAS, legal descriptions of the area to be annexed is attached hereto as Exhibit "A" and the area is geographically depicted in Exhibit "B", both of which are attached hereto and incorporated herein as if written word for word; and

WHEREAS, the City Council adopted Resolution No. 2020-44R expressing its intent to annex the area and containing all elements required by Section 43.0682 of the Act (the "Resolution"); and

WHEREAS, following notice of this annexation and public hearing, a public hearing was held on August 11, 2020, which date was not earlier than 21 days or later than the 30th day after the date of adoption of the Resolution, after which the City circulated a petition in conformance with the requirements of Section 43.0685 of the Act (the "Petition"); and

WHEREAS, following the end of the Petition period prescribed by Section 43.0685 of the Act, the City Secretary verified that the Petition contained the minimum number of signatures required to annex the area, the City Council accepted the verification of the Petition by Resolution No. 2021-07R, and all residents and owners of property in the area were notified of the results of the Petition; and

WHEREAS, following publication, mailing and distribution of notice(s) as required by the Act, two more separate public hearings were conducted in accordance with Section 43.0686(c) of the Act, the first hearing being held on February 9, 2021 and a second hearing also being held at least ten days after the first public hearing on March 9, 2021 to consider the annexation of the area being more particularly described in Exhibit “A” and depicted in Exhibit “B”; and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Act have been accomplished; and

WHEREAS, in accordance with Chapter 43 of the act, a Service Plan for the area to be annexed was prepared, presented at the public hearings and made available to the public and is attached hereto as Exhibit “C” and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the area to be annexed is located within the extraterritorial jurisdiction of the City; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such area is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that all requirements for lawful annexation have been met; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina’s limits, the City Council has found—and incorporates herein its finding—that surrounding the area is in the public interest.

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

SECTION 1 **INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
ANNEXATION AND OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the following properties:
 - 1) Collin CAD Property ID 985679, being an approximate 19.80 acre tract of land in Collin County, Texas, legally described as Abstract No. 665 in the P Newsome Survey, Tract 3; generally located west of County Road 58 and 2,400 feet south of County Road 60,
 - 2) Collin CAD Property ID 991029, being an approximate 30.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 131 in the B.B.B. & C.R.R. Survey, Tract 7; generally located approximately 2,600 feet west of County Road 58 and approximately 4,300 feet south of County Road 60,
 - 3) Collin CAD Property ID 2725112, being an approximate 297.05 acre tract of land in Collin County, Texas, legally described as Abstract No. 11 in the W P Allen Survey, Tract 1; generally located approximately 2,300 feet west of County Road 58 and south of County Road 60,
 - 4) Collin CAD Property ID 2120501, being an approximate 23.87 acre tract of land in Collin County, Texas, legally described as Abstract No. 130 in the B.B.B. & C.R.R. Survey, Tract 4; generally located at the northeast corner of County Road 132 and County Road 130,
 - 5) Collin CAD Property ID 2663798 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 1; generally located north of Carthage Road and approximately 1,900 feet west of the BNSF Railroad,
 - 6) Collin CAD Property ID 1497749 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 2; generally located north of Carthage Road and approximately 1,500 feet west of the BNSF Railroad,
 - 7) Collin CAD Property ID 1497758 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 3; generally located north of Carthage Road and approximately 1,100 feet west of the BNSF Railroad,
 - 8) Collin CAD Property ID 1497767 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 4; generally located north of Carthage Road and approximately 665 feet west of the BNSF Railroad,
 - 9) Collin CAD Property ID 2758470 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 5; generally located north of Carthage Road and approximately 250 feet west of the BNSF Railroad,
 - 10) Collin CAD Property ID 1497785 being an approximate 17.24 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 6; generally located north of Carthage Road and west of the BNSF Railroad,
 - 11) Collin CAD Property ID 963443, being an approximate 25.55 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 2; generally located west of Legacy Drive and approximately 200 feet north of Carey Road,

- 12) Collin CAD Property ID 2120832, being an approximate 25.74 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 1; generally located at the southeast corner of Legacy Drive and Carey Road,
- 13) Collin CAD Property ID 963452, being an approximate 25.54 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 3; generally located west of Legacy Drive and approximately 450 feet south of Carey Road,
- 14) Collin CAD Property 2718652, being an approximate 11.88 acre tract of land in Collin County, Texas, legally described as Abstract No. 931 in the T & P Ry Co Survey, Tract 4; generally located approximately 3,300 feet south of County Road 107 and approximately 1,400 feet east of Preston Road,
- 15) Collin CAD Property ID 2718653, being an approximate 18.79 acre tract of land in Collin County, Texas, legally described as Abstract No. 533 in the W C Lewis Survey, Tract 6; generally located approximately 2,500 feet south of County Road 107 and approximately 1,100 feet east of Preston Road,
- 16) Collin CAD Property ID 2718698, being an approximate 44.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 247 in the John Davis Survey, Tract 3; generally located south of County Road 107 and approximately 550 feet east of Preston Road,
- 17) Collin CAD Property ID 998727, being an approximate 63.47 acre tract of land in Collin County, Texas, legally described Abstract No. 983 in the JB Wilmeth Survey, Tract 1; generally located west of Custer Road and approximately 900 feet south of Sunset Boulevard,
- 18) Collin CAD Property ID1013575, being an approximate 4.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 985 in the JB Wilmeth Survey, Tract 1; generally located approximately 500 feet west of Custer Road and south of Sunset Boulevard,
- 19) Collin CAD Property ID1014280, being an approximate 12.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 1032 in the JB Wilmeth Survey, Tract 1; generally located at the southwest corner of Sunset Boulevard and Custer Road.

being more particularly described in Exhibit “A”, and depicted in Exhibit “B” which is incorporated herein as if written word for word, and that such area shall be and is hereby annexed into the corporate limits of the City.

2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the area hereby annexed as required by law.

SECTION 3 **SERVICE PLAN**

The Service Plan for the herein annexed area, attached hereto as Exhibit “C”, was prepared, presented and submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance, and is incorporated herein as

if written word for word.

SECTION 4

FILING OF ORDINANCE REQUIRED

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk, and any other necessary agencies and service providers.

SECTION 5

EFFECT ON TERRITORY/AREA

From and after the passage of this Ordinance, the properties referenced in Exhibit “A” and the adjacent right-of-way, attached hereto and incorporated herein as if written word for word, shall be a part of the City of Celina, Texas, and subject to the municipal Service Plan referenced in Section 3 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6

CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7

SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit “A” preventing any portion of the property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation. The City Council hereby declares that if for any reason a portion of the area annexed hereunder is ever disannexed, the City Council would have annexed all of the remaining area in this annexation.

SECTION 8

ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the Caption in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 9 EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of March, 2021.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

City Attorney/Attorney for City
City of Celina, Texas

Attachment: Draft Ordinance (20-05 Annexation Third Public Hearing and Ordinance Adoption)

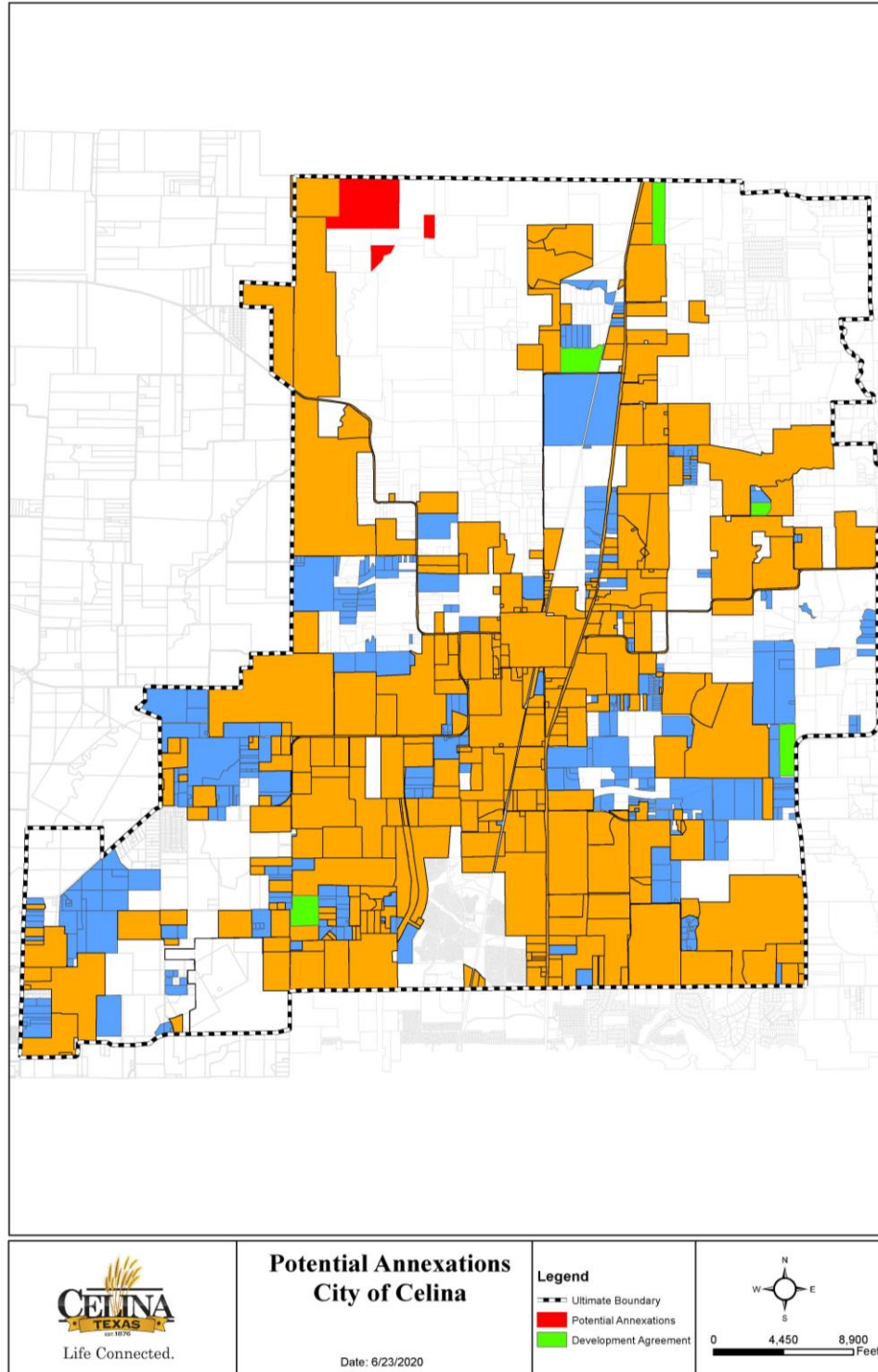
Exhibit “A”
LEGAL DESCRIPTION OF AREA

The City intends to annex the area, approximately 700 acres, generally located in the description below:

- 1) Collin CAD Property ID 985679, being an approximate 19.80 acre tract of land in Collin County, Texas, legally described as Abstract No. 665 in the P Newsome Survey, Tract 3; generally located west of County Road 58 and 2,400 feet south of County Road 60,
- 2) Collin CAD Property ID 991029, being an approximate 30.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 131 in the B.B.B. & C.R.R. Survey, Tract 7; generally located approximately 2,600 feet west of County Road 58 and approximately 4,300 feet south of County Road 60,
- 3) Collin CAD Property ID 2725112, being an approximate 297.05 acre tract of land in Collin County, Texas, legally described as Abstract No. 11 in the W P Allen Survey, Tract 1; generally located approximately 2,300 feet west of County Road 58 and south of County Road 60,
- 4) Collin CAD Property ID 2120501, being an approximate 23.87 acre tract of land in Collin County, Texas, legally described as Abstract No. 130 in the B.B.B. & C.R.R. Survey, Tract 4; generally located at the northeast corner of County Road 132 and County Road 130,
- 5) Collin CAD Property ID 2663798 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 1; generally located north of Carthage Road and approximately 1,900 feet west of the BNSF Railroad,
- 6) Collin CAD Property ID 1497749 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 2; generally located north of Carthage Road and approximately 1,500 feet west of the BNSF Railroad,
- 7) Collin CAD Property ID 1497758 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 3; generally located north of Carthage Road and approximately 1,100 feet west of the BNSF Railroad,
- 8) Collin CAD Property ID 1497767 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 4; generally located north of Carthage Road and approximately 665 feet west of the BNSF Railroad,
- 9) Collin CAD Property ID 2758470 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 5; generally located north of Carthage Road and approximately 250 feet west of the BNSF Railroad,
- 10) Collin CAD Property ID 1497785 being an approximate 17.24 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 6; generally located north of Carthage Road and west of the BNSF Railroad,
- 11) Collin CAD Property ID 963443, being an approximate 25.55 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 2; generally located west of Legacy Drive and approximately 200 feet north of Carey Road,
- 12) Collin CAD Property ID 2120832, being an approximate 25.74 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey,

- Tract 1; generally located at the southeast corner of Legacy Drive and Carey Road,
- 13) Collin CAD Property ID 963452, being an approximate 25.54 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 3; generally located west of Legacy Drive and approximately 450 feet south of Carey Road,
 - 14) Collin CAD Property 2718652, being an approximate 11.88 acre tract of land in Collin County, Texas, legally described as Abstract No. 931 in the T & P Ry Co Survey, Tract 4; generally located approximately 3,300 feet south of County Road 107 and approximately 1,400 feet east of Preston Road,
 - 15) Collin CAD Property ID 2718653, being an approximate 18.79 acre tract of land in Collin County, Texas, legally described as Abstract No. 533 in the W C Lewis Survey, Tract 6; generally located approximately 2,500 feet south of County Road 107 and approximately 1,100 feet east of Preston Road,
 - 16) Collin CAD Property ID 2718698, being an approximate 44.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 247 in the John Davis Survey, Tract 3; generally located south of County Road 107 and approximately 550 feet east of Preston Road,
 - 17) Collin CAD Property ID 998727, being an approximate 63.47 acre tract of land in Collin County, Texas, legally described Abstract No. 983 in the JB Wilmeth Survey, Tract 1; generally located west of Custer Road and approximately 900 feet south of Sunset Boulevard,
 - 18) Collin CAD Property ID1013575, being an approximate 4.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 985 in the JB Wilmeth Survey, Tract 1; generally located approximately 500 feet west of Custer Road and south of Sunset Boulevard,
 - 19) Collin CAD Property ID1014280, being an approximate 12.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 1032 in the JB Wilmeth Survey, Tract 1; generally located at the southwest corner of Sunset Boulevard and Custer Road.

Exhibit "B"



Attachment: Draft Ordinance (20-05 Annexation Third Public Hearing and Ordinance Adoption)

Exhibit “C” Service Plan

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;

- iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
- b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
 - d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity

and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after

completion shall apply.

- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Kim Brawner, Executive Director of Public Services
Date: March 9, 2021
Re: 3 MG WWTP

Action Requested:

Consider and act to authorize an agreement for engineering services to Garver, LLC for the design of a 3MG Waste Water Treatment Plant in an amount not to exceed 2,745,962.00. (Berry)

Background Information:

Design services includes conceptual and preliminary design, floodplain study, final design and bid assistance. Specifically, the planned capital improvements include modification and refurbishment of existing facilities as well as construction of new facilities to meet the targeted capacity and treatment criteria for baseline improvements to the existing WWTP. The agreement including the fee schedule and timeline are attached.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call engineering services.

Alternatives:

Council may reject the authorization and direct staff.

Financial Considerations:

Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:

Contract has been previously reviewed and approved.

Supporting Documents:

MSA Work Order

Staff Recommendation:

Authorize the Agreement



WORK AUTHORIZATION

MAPS # _____ **MAPS DATE:** _____

Pursuant to and subject to the above referenced Master Agreement for Professional Services (MAPS), between the City of Celina, Texas (Owner') and Consultant listed below; Owner requests that Consultant perform, and Consultant agrees to perform, the work described below.

Consultant:	Garver		
Consultant Project #:	20W05220		
Project Name:	Celina WWTP 3MGD Expansion		
Purchase Order#		Project #(s)	S25

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month, billed by the 10th of the following month.
Invoice Mailing Instructions:	Email to: accountspayable@celina-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, PO number, billing period, and project name,

Electronic Submission is preferred.

OWNER OPTIONAL INFORMATION:

- Work Site:** Consultant Offices unless otherwise stated.
- Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
- Drawings / Plans are / are not attached.**
- Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
- Other:**

CONSULTANT PROVIDED INFORMATION:

- Scope of Work:** Attached as Exhibit A
- Compensation:** \$2,745,962.00 – Cost breakdown attached as Exhibit A
- Timeline:** Attached as Exhibit A

Attachment: Garver Work Order_WWTP 3MGD Expansion (3 MG WWTP Design)

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

CITY OF CELINA**CONSULTANT**

Signature



Lance Klement

Sean Terry, Mayor

Lance Klement, North Texas Water Team Leader

2/25/2021

Date

Date



WORK ORDER NO. 18
City of Celina
Celina, Texas
Project No. 20W05220

This WORK ORDER is made by and between the **City of Celina of Celina, Texas**, hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER", in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on November 10, 2015.

Under this Work Order, the Owner intends to make the following improvements for the **Celina 3.0 MGD WWTP Improvements**.

Generally, the 3.0 MGD Expansion Scope of Services includes professional services necessary for design phase services and bidding services for the recommended improvements to increase the overall capacity by a 2.0 MGD module for the City of Celina Wastewater Treatment Plant (WWTP) to 3.0 MGD total.

The planned capital improvements include modification and refurbishment of existing facilities as well as construction of new facilities to meet the targeted capacity and treatment criteria for baseline improvements to the existing WWTP.

The scope of services includes design of the new replacement facilities and rehabilitation of the existing plant to 3.0 MGD:

- Hydraulic capacity of the WWTP Annual Average Design of 3.0 MGD.
- Hydraulic capacity of the WWTP Peak Flow of 12.0 MGD.
- Planning for identified future regulations as related to future phosphorus removal.
- New influent pump station.
- New foul air facility and connecting ductwork and fans for the new influent pump station and headworks.
- New headworks facility with fine screening and grit removal with screenings and grit processing. The design will include decommissioning the existing headworks and will consider lowering the existing influent elevation.
- New secondary treatment splitter structures at new headworks' effluent.
- New conventional activated sludge basins. (Add new aeration basins to the southeast corner of plant site.
- Expansion of the Mixed Liquor Splitter Structure
- New secondary clarifiers. Two (2) clarifiers, each rated for 2 MGD.
- New RAS/WAS pump station to work with new secondary clarifiers.
- New Tertiary Filter Facilities (3.0 MGD ADF with 12 MGD peak flows with units expandable)
- Expanded UV Disinfection Facilities (Add two additional banks to existing UV trains)
- Rehabilitation of existing structures for solids holding tanks.
- Solids holding facilities. (No expansion during this phase)
- Solids dewatering facilities (Adding two (2) channels to recently installed press)
- Required major and minor demolition.
- Expanded electrical service facilities, expanded duct bank network and electrical distribution facilities.
- Plant water system (No expansion during this phase except for piping network expansion)
- Backup power generator system
- Upgraded SCADA system for new facilities.



- Yard piping throughout the plant site.
- Paving throughout the plant site as needed for the current phase and incorporating elements of the overall site master plan.
- 2nd Electrical Distribution Building
- New Operations and Lab building with dedicated SCADA room for a fiber connection.
- New rag chutes from existing and new aeration basins to allow operators to dump rags into a dumpster without going down the stairs.
- New outdoor blower motor shed to cover the existing and any new blowers.
- Exhibit for overall site master plan to 15 MGD

SECTION 1 - SCOPE OF SERVICES

Task 1.0 Conceptual Design

A conceptual design meeting will be held with Owner staff to discuss the approach to the conceptual design layout. Garver will prepare a conceptual design report to document the proposed processes and unit sizing, and to develop a site layout for concurrence by the Owner for the overall site layout. This reflects an approximately 10% level of design effort and will include a proposed site layout for both the 3 MGD expansion on the existing site as well as the adjoining property for a future 15 MGD facility. The report will also include an Opinion of Probable Construction Cost for the proposed improvements of the 3 MGD expansion, the 15 MGD plant, and the adjacent roadway construction.

Conceptual Design Deliverables shall be:

- Two (2) hard copies of the draft of the Conceptual Design Report.
- Two (2) hard copies of the final version of the Conceptual Design Report

Task 2.0 Preliminary Design

The preliminary design phase will represent approximately 30 percent of final construction documents. The preliminary design phase submittal will include a submittal of preliminary plans and an opinion of probable construction cost. This submittal will not include technical specifications or "front end" contract documents. Garver will not begin final design until the preliminary design is approved by the Owner in writing. Preliminary design will include:

1. Process Design Criteria
2. Opinion of Probable Construction Cost – Preliminary Design Phase (OPCC)
3. Preliminary Drawings
4. Equipment Data Sheets and Manufacturer Information

Garver will perform the following project coordination tasks:

- Advise Owner as to the necessity of Owner providing data or services that are not part of Garver's Basic Services.
- Maintain an overall schedule for the project and routinely advise the Owner of critical path items affecting project progress versus schedule.
- Maintain and monitor project budget and submit monthly invoices based on progress of work to date.
- Conduct three teleconference progress meetings with Owner's staff, and concurrently three onsite visits to the WWTP or Owner offices.



- Provide an agenda in advance of all scheduled meetings and provide subsequent meeting minutes.

Process design criteria will be documented to identify basis of unit sizing and verification of TCEQ regulatory conformance with the existing NPDES permit.

The cost opinion will update the City of Celina WWTP Improvements' conceptual estimate of construction costs for project components based on information obtained during the preliminary design phase.

Garver will conduct a site survey to verify construction survey of the 0.95 MGD expansion. This will verify key hydraulic points within the new construction and will verify the final security fence location. The survey will also take profiles of the tributary channel every 50' for 800' upstream and downstream of the existing discharge point for the hydraulic study in Task 3.

Garver anticipates the preliminary design drawings will include a site plan, yard piping plan, hydraulic profile, demolition details, preliminary process and instrumentation diagrams (P&IDs), preliminary layouts of the proposed improvements such as liquid treatment process units and solids treatment process units, associated equipment, major piping and valves, and preliminary electrical one-line diagrams.

A Preliminary Design Document will detail the following:

- Process Design Criteria.
- Opinion of Probable Construction Costs.
- Equipment Data Sheets and Manufacturer Information.
- Specification Outline.
- Piping Schedule.
- Construction Sequencing.
- Control Descriptions "Draft" Specifications.
- Major Equipment "Draft" Specifications.
- Motorized Valve and Gate "Draft" Schedules

The Equipment Data Sheets and Manufacturer Information section will provide information on the major items of process equipment selected for the plant based on Garver's experience and Owner preference. Equipment data sheets that summarize operating conditions and key components will be provided along with manufacturer catalog information.

Garver will lead and participate in a Preliminary Design Workshop. The workshop will be held at the Owner's location and major items of discussion will include:

- Review and refinement of process design criteria.
- Review and refinement of preliminary P&IDs and preliminary selection of instrumentation.
- Review and refinement of preliminary electrical one-line drawings.
- Review and refinement of preliminary SCADA design approach and system architecture.
- Review and refinement of the preliminary site plan, hydraulic profile, and facilities layouts.
- Review and preliminary selection of major equipment items.
- Review of proposed construction sequencing.
- Process Control and SCADA workshop module.
- Preliminary Design Phase OPCC

As part of the Preliminary Design Workshop, Garver will conduct an O&M focused discussion to



determine process control parameters and equipment preferences. The WWTP staff preferences will be documented within the preliminary design documents. The O&M discussion and SCADA integration discussions will be a component module of the Preliminary Design Workshop in this scope of work.

Garver will prepare copies of the Preliminary Design Submittal (both hard and pdf electronic files) and submit for review by Owner. Garver anticipates two weeks for Owner review and comment time once the Preliminary Design submittal is delivered.

Garver will prepare and transmit a written documentation of “mutually agreed to” responses to the Owner’s review comments of the Preliminary Design Documents.

As part of the Preliminary Design Phase, Garver will:

- Coordinate with TCEQ via telephone on project status and design criteria.
- Submit the Preliminary Design Report to TCEQ for review.
- Coordinate with the Owner’s input, any responses to TCEQ review comments.

Preliminary Design Deliverables shall be:

- Three (3) hard copies of the draft Preliminary Design Documents (including half size drawings)
- Three (3) hard copies of the draft of the Preliminary Design Report.
- Three (3) hard copies of the final version of the Preliminary Design Report.

Task 3.0 Floodplain Hydrologic and Hydraulics Studies

Garver will provide floodplain analysis services for the project. The purpose of the study will be to analyze the floodplain through the project site and determine if proposed structures will cause a rise in the 100-year floodplain. If the structures cause a rise, Garver will recommend flood mitigation alternatives to obtain a no-rise condition for the proposed structures. Garver will provide the following services as part of this study:

- The hydraulic project limits for this analysis will extend along the adjacent tributary to Little Elm Creek for approximately 800 feet upstream and downstream of the project site boundaries.
- Garver will attend one site visit to observe existing features at the project site.
- The creek is shown as a Zone A on the FEMA maps. Therefore, hydrologic, and hydraulic models of the creek are not expected to be available from FEMA. This scope of services assumes the models will be developed from survey every 200’ of the tributary channel for 800’ upstream and downstream of the project location. No other hydrology is included in this scope.
- Garver will modify the FEMA hydraulic models using survey information from the site and Lidar to develop a hydraulic model of the project area using the HEC-RAS software. This model will be used to analyze existing and proposed structure placement scenarios for the Celina WWTP. If a structure causes a rise, up to three scenarios will be evaluated to seek a no-rise condition.

Garver will prepare a brief drainage memorandum that will include the following items:

- Brief description of the existing floodplain and drainage system hydraulic condition.
- Descriptions of the results for the scenarios described above.
- Plots of relevant cross sections and floodplain limits.



- Tables showing existing and proposed condition hydraulic results such as water surface elevations, velocities, and other hydraulic parameters.
- Submit drainage memorandum to Owner for review.

Garver will attend up to two meetings with the Owner in relation to the Hydrology and Hydraulic studies.

Deliverables:

- Draft and Final Drainage Technical Memorandum (submitted as word-searchable PDF document)

Task 4.0 Final Design Services

During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications for one (1) construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost.

Garver will perform the following project coordination tasks:

- Advise Owner as to the necessity of Owner providing data or services that are not part of Garver's Basic Services.
- Maintain an overall schedule for the project and routinely advise the Owner of critical path items affecting project progress versus schedule.
- Maintain and monitor project budget and submit monthly invoices based on progress of work to date.
- Conduct four teleconference progress meetings with Owner's staff.
- Provide an agenda in advance of all scheduled meetings and provide subsequent meeting minutes.

The final design phase is anticipated to have three major submittals: a 60%, 90%, and 100%. For the project bidding, the following applies:

- Garver will include (2) designed deductive alternates to provide award flexibility to match with available project funding.
- Multiple design scenarios or bid packages and/or pre-purchased equipment packages are not included as part of the level of effort provided with this Agreement.

The Contract Documents will consist of drawings and specifications that set forth requirements for construction of the improvements, and shall include proposal forms, notice to bidders, bid forms, bond forms, and other information as required by Owner to competitively bid the work.

Garver and the Owner's standard contract forms including documents from the Engineers Joint Contract Documents Committee (EJCDC) will be used, along with Garver's standard drawing format and technical specifications. Garver will utilize the Owner and Engineers Joint Council Documents Committee (EJCDC) standard documents as a base for developing the project's front end documents.

Garver will review potential construction sequencing and the overall approach to project implementation to minimize disruption of the WWTP operation during construction. This review will occur at the Design Submittal Workshops.

During final design, Garver will host an O&M workshop at the WWTP to solicit input from staff on the



final design documents.

Garver will lead a review workshop for the two (2) final design phases: 60% and 90%. The Process Control and SCADA workshop will be a component module of the 60% Design Workshop. The purpose of these module will be to coordinate the Owner's desired method and level of process control and remote operation capabilities.

The Preliminary Design Workshop module will include an overview of the current and proposed SCADA system architecture along with a basis of design for expected improvements. The Owner's IT staff, WWTP's Operations staff and WWTP's Maintenance staff may attend as needed. The 60% Design Workshop module will include a review of the Preliminary Design Workshop module action items, an update regarding the proposed SCADA system components, advanced design concepts, the path forward to completion of the project, and programming services.

Final Design Deliverables shall be:

- Two (2) hard copies of the draft 60% Design Documents (including half size drawings) and a PDF copy.
- Two (2) hard copies of the draft 90% Design Documents (including half size drawings) and a PDF copy.
- Two (2) hard copies of the 100% Design Documents (including half size drawings) and a PDF copy.
- Two (2) hard copies of the Bidding Documents (including half size drawings) and a PDF copy.
- Required copies for Technical Review as required by State Agencies.

Task 5.0 Bidding Services

Task 5.1 Contractor Pre-Qualification

The period for prequalifying bidders is anticipated to extend for a 30-day duration. During the pre-qualification period phase of the project, Garver will:

- Prepare Pre-qualification Information Packet that will serve as the Request for Qualifications for interested Contractors for prequalification. Coordinate Owner's review and comment on the document.
- Garver will submit the Advertisement to the Owner for advertising in the local newspaper. Owner will pay advertising costs outside of this contract.
- Post advertisement for Pre-qualification for Contractors, Pre-qualification Packet, and any associated information to Civcast or Owner plan room for download by prospective contractors.
- Support the Pre-qualification Packet by preparing addenda as appropriate and posting on Garver's online plan room.
- Participate in a Pre-qualification meeting at the Owner's location.
- Prepare a Pre-qualification meeting memorandum. Following Owner authorization, post the Prequalification meeting memorandum with attendance record on Garver's online plan room.
- Participate and chair a construction site tour by interested Pre-qualification meeting attendees and other interested parties.
- Attend the Pre-qualification Submittals of Qualifications opening.
- Prepare a review of each Submittal and rank each interested contractor based upon agreed to criteria. Also, perform the following:
 - Verify Contractor's certifications and licenses to serve as the Prime Contractor for this Project.



- Survey (via telephone) the submitted Project References.
- Survey (via telephone) the submitted references for key staff.
- Evaluate the submittals and recommend a list of pre-qualified contractors to Owner.
- Prepare prequalification notices to agreed-to listing of contractors and advise of preliminary schedule for bidding.

Task 5.2 Bidding Assistance

The bidding period for prospective bidders is 45-day duration period. During the bidding period phase of the project, Garver will:

- Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
- Assist the Owner's purchasing department by supplying construction documents for the Owner to advertise the project through the Owner's plan room.
- Support the contract documents by preparing addenda as appropriate and posting on Garver's online plan room.
- Participate in one pre-bid meeting.
- Prepare a pre-bid meeting agenda. Following Owner authorization, post the pre-bid meeting memorandum with attendance record on Garver's online plan room.
- Participate and chair a construction site tour following the pre-bid meeting by interested pre-bid meeting attendees and other interested parties.
- Attend the bid opening.
- Prepare bid tabulation.
- Evaluate bids and recommend award.
- Attend and participate in reporting recommendation of award to Owner Council.
- Prepare construction contracts.
- Prepare conformed documents (four half size sets).
- Distribute as required to State Agencies.

Task 6.0 Special Services

Various special services incidental to the project but not within the scope of the basic engineering services covered by the preceding scope, which may be added to the Engineer's responsibilities by mutual agreement and written authorization include, but are not necessarily limited to the following:

- Easement coordination or easement documents
- Additional survey or site platting
- Geotechnical services
- Roadway design

SECTION 2 - PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, Tasks 1-5, the Owner will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this contract. A breakout of costs associated with each Task is provided in Appendix A.



WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1.0 Conceptual Design	\$119,504	Lump Sum
Task 2.0 Preliminary Design	\$746,047	Lump Sum
Task 3.0 Floodplain Studies	\$44,838	Lump Sum
Task 4.0 Final Design	\$1,598,062	Lump Sum
Task 5.0 Bidding Services	\$137,511	Lump Sum
SUBTOTAL PROFESSIONAL SERVICES	\$2,645,962	Lump Sum
Task 6.0 Special Services	\$100,000	Hourly, NTE
TOTAL FEE	\$2,745,962	

The total amount to be paid under this agreement is \$2,745,962.

For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix A.

For hourly not to exceed tasks, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2021.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the lump sum fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July 1, 2022.

SECTION 3 – ADDITIONAL SERVICES (EXTRA WORK)

For work not described or included in Section 1 – Scope of Services, Additional Services will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and GARVER.

The following services are not included as part of the basic services and will be performed at the request of the Owner and with additional compensation:

1. Geotechnical services.
2. Environmental Information Document.
3. Construction Phase Engineering Services.
4. Construction Phase On-site Construction Management Services.
5. Construction materials testing.
6. Easement coordination or easement documents.
7. SSES, I&I analysis, and/or sewer system survey.
8. Design of improvements off-site.



9. Utility relocation coordination or design of off-site utilities such as gas, electric, etc.
10. Individual 404 permit
11. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
12. Submittals or deliverables in addition to those listed herein.
13. Invasive structural evaluation techniques beyond visual observation of existing structures at grade and existing record drawings.
14. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
15. Environmental Handling and Documentation beyond those previously identified, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
16. Receiving stream modeling.
17. Preparation/submittal of a CLOMR and/or LOMR.
18. Environmental Services beyond preparation and submission of an Environmental Information Document.
19. Sludge Management Plan
20. Warranty Assistance
21. Water Reuse Master Plan
22. Utility rate study
23. TMDL and NPDES permitting assistance
24. Water Conservation Plan
25. Drought Management Plan
26. Extra Meetings
27. Jar Testing Services
28. Sampling Services
29. Additional meetings

SECTION 4 – SCHEDULE

The following schedule details the anticipated milestones and delivery dates for each deliverable.

Project Task	Duration
Task 1.0 – Conceptual Design	90 days from Notice to Proceed
Task 2.0 – Preliminary Design	150 days from Notice to Proceed
Task 3.0 – Floodplain Hydraulics and Hydrology Studies	Concurrent with Tasks 2.0 and 4.0
Task 4.0 – Final Design	210 days from Owner's acceptance of Task 2.0 services
Task 5.0 – Bidding	120 days from Owner's Advertisement for Pre-Qualification of Contractors



This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Work Order shall incorporate this document as part of the Agreement. GARVER is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

City of Celina

GARVER, LLC

By: _____
Signature

By: Lance Klement
Signature

Name: _____
Printed Name

Name: Lance Klement
Printed Name

Title: _____

Title: North Texas Water Team Leader

Date: _____

Date: 2/24/2021

Attest: _____

Attest: Jeffrey Sabar

Attachment: Garver Work Order_WWTP 3MGD Expansion (3 MG WWTP Design)

Appendix B

City of Celina Celina WWTP Expansion Phase 2

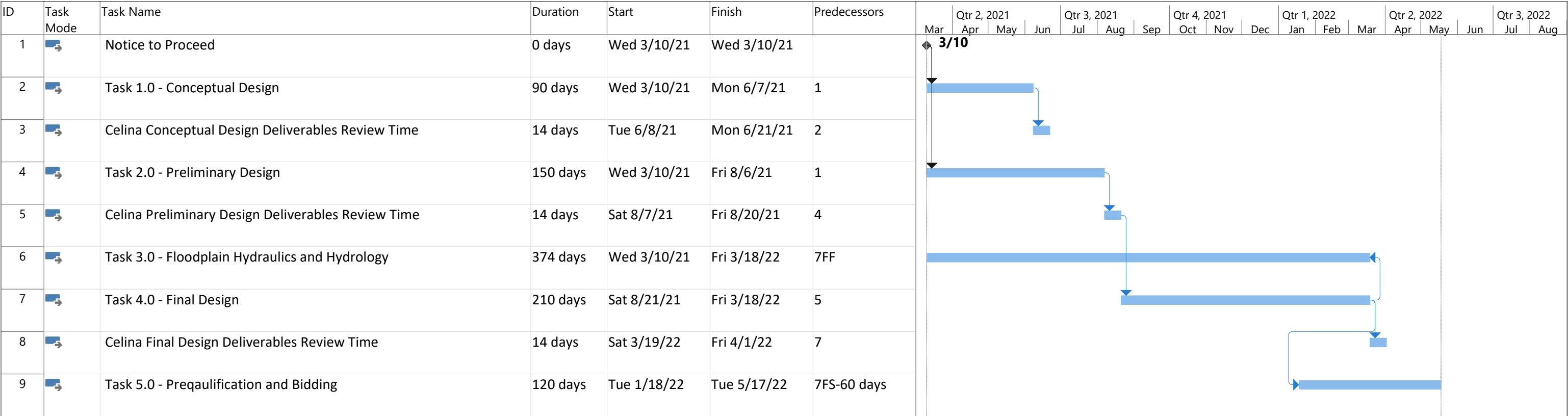
FEE SUMMARY

Basic Services Section	Estimated Fees
1. Conceptual Design	\$ 119,504.00
2. Preliminary Design	\$ 746,047.00
3. Floodplain Studies	\$ 44,838.00
4. Final Design	\$ 1,598,062.00
5. Bidding Services	\$ 137,511.00
Subtotal for Basic Services	\$ 2,645,962.00
 Additional Services Section	 Estimated Fees
Special Services	\$ 100,000.00
Subtotal for Additional Services Section	\$ 100,000.00
 Total All Services	 \$ 2,745,962.00



Appendix B
City of Celina
Celina WWTP Expansion Phase 2
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1.....	\$ 111.00
E-2.....	\$ 128.00
E-3.....	\$ 155.00
E-4.....	\$ 181.00
E-5.....	\$ 221.00
E-6.....	\$ 272.00
E-7.....	\$ 361.00
Planners / Environmental Specialist	
P-1.....	\$ 133.00
P-2.....	\$ 167.00
P-3.....	\$ 198.00
P-4.....	\$ 232.00
P-5.....	\$ 268.00
P-6.....	\$ 306.00
P-7.....	\$ 370.00
Designers	
D-1.....	\$ 103.00
D-2.....	\$ 121.00
D-3.....	\$ 144.00
D-4.....	\$ 167.00
Technicians	
T-1.....	\$ 81.00
T-2.....	\$ 102.00
T-3.....	\$ 125.00
Surveyors	
S-1.....	\$ 50.00
S-2.....	\$ 66.00
S-3.....	\$ 88.00
S-4.....	\$ 126.00
S-5.....	\$ 167.00
S-6.....	\$ 190.00
2-Man Crew (Survey).....	\$ 202.00
3-Man Crew (Survey).....	\$ 252.00
2-Man Crew (GPS Survey).....	\$ 222.00
3-Man Crew (GPS Survey).....	\$ 272.00
Construction Observation	
C-1.....	\$ 98.00
C-2.....	\$ 125.00
C-3.....	\$ 153.00
C-4.....	\$ 188.00
Management/Administration	
X-1.....	\$ 64.00
X-2.....	\$ 86.00
X-3.....	\$ 120.00
X-4.....	\$ 153.00
X-5.....	\$ 187.00
X-6.....	\$ 231.00
X-7.....	\$ 279.00



Project: Celina 3.0 MGD WWTP Improvements
Garver Project No.: 20W05220
Date: Thu 2/25/21

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress



WORK ORDER NO. 18
City of Celina
Celina, Texas
Project No. 20W05220

This WORK ORDER is made by and between the **City of Celina of Celina, Texas**, hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER", in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on November 10, 2015.

Under this Work Order, the Owner intends to make the following improvements for the **Celina 3.0 MGD WWTP Improvements**.

Generally, the 3.0 MGD Expansion Scope of Services includes professional services necessary for design phase services and bidding services for the recommended improvements to increase the overall capacity by a 2.0 MGD module for the City of Celina Wastewater Treatment Plant (WWTP) to 3.0 MGD total.

The planned capital improvements include modification and refurbishment of existing facilities as well as construction of new facilities to meet the targeted capacity and treatment criteria for baseline improvements to the existing WWTP.

The scope of services includes design of the new replacement facilities and rehabilitation of the existing plant to 3.0 MGD:

- Hydraulic capacity of the WWTP Annual Average Design of 3.0 MGD.
- Hydraulic capacity of the WWTP Peak Flow of 12.0 MGD.
- Planning for identified future regulations as related to future phosphorus removal.
- New influent pump station.
- New foul air facility and connecting ductwork and fans for the new influent pump station and headworks.
- New headworks facility with fine screening and grit removal with screenings and grit processing. The design will include decommissioning the existing headworks and will consider lowering the existing influent elevation.
- New secondary treatment splitter structures at new headworks' effluent.
- New conventional activated sludge basins. (Add new aeration basins to the southeast corner of plant site.
- Expansion of the Mixed Liquor Splitter Structure
- New secondary clarifiers. Two (2) clarifiers, each rated for 2 MGD.
- New RAS/WAS pump station to work with new secondary clarifiers.
- New Tertiary Filter Facilities (3.0 MGD ADF with 12 MGD peak flows with units expandable)
- Expanded UV Disinfection Facilities (Add two additional banks to existing UV trains)
- Rehabilitation of existing structures for solids holding tanks.
- Solids holding facilities. (No expansion during this phase)
- Solids dewatering facilities (Adding two (2) channels to recently installed press)
- Required major and minor demolition.
- Expanded electrical service facilities, expanded duct bank network and electrical distribution facilities.
- Plant water system (No expansion during this phase except for piping network expansion)
- Backup power generator system
- Upgraded SCADA system for new facilities.



- Yard piping throughout the plant site.
- Paving throughout the plant site as needed for the current phase and incorporating elements of the overall site master plan.
- 2nd Electrical Distribution Building
- New Operations and Lab building with dedicated SCADA room for a fiber connection.
- New rag chutes from existing and new aeration basins to allow operators to dump rags into a dumpster without going down the stairs.
- New outdoor blower motor shed to cover the existing and any new blowers.
- Exhibit for overall site master plan to 15 MGD

SECTION 1 - SCOPE OF SERVICES

Task 1.0 Conceptual Design

A conceptual design meeting will be held with Owner staff to discuss the approach to the conceptual design layout. Garver will prepare a conceptual design report to document the proposed processes and unit sizing, and to develop a site layout for concurrence by the Owner for the overall site layout. This reflects an approximately 10% level of design effort and will include a proposed site layout for both the 3 MGD expansion on the existing site as well as the adjoining property for a future 15 MGD facility. The report will also include an Opinion of Probable Construction Cost for the proposed improvements of the 3 MGD expansion, the 15 MGD plant, and the adjacent roadway construction.

Conceptual Design Deliverables shall be:

- Two (2) hard copies of the draft of the Conceptual Design Report.
- Two (2) hard copies of the final version of the Conceptual Design Report

Task 2.0 Preliminary Design

The preliminary design phase will represent approximately 30 percent of final construction documents. The preliminary design phase submittal will include a submittal of preliminary plans and an opinion of probable construction cost. This submittal will not include technical specifications or "front end" contract documents. Garver will not begin final design until the preliminary design is approved by the Owner in writing. Preliminary design will include:

1. Process Design Criteria
2. Opinion of Probable Construction Cost – Preliminary Design Phase (OPCC)
3. Preliminary Drawings
4. Equipment Data Sheets and Manufacturer Information

Garver will perform the following project coordination tasks:

- Advise Owner as to the necessity of Owner providing data or services that are not part of Garver's Basic Services.
- Maintain an overall schedule for the project and routinely advise the Owner of critical path items affecting project progress versus schedule.
- Maintain and monitor project budget and submit monthly invoices based on progress of work to date.
- Conduct three teleconference progress meetings with Owner's staff, and concurrently three onsite visits to the WWTP or Owner offices.



- Provide an agenda in advance of all scheduled meetings and provide subsequent meeting minutes.

Process design criteria will be documented to identify basis of unit sizing and verification of TCEQ regulatory conformance with the existing NPDES permit.

The cost opinion will update the City of Celina WWTP Improvements' conceptual estimate of construction costs for project components based on information obtained during the preliminary design phase.

Garver will conduct a site survey to verify construction survey of the 0.95 MGD expansion. This will verify key hydraulic points within the new construction and will verify the final security fence location. The survey will also take profiles of the tributary channel every 50' for 800' upstream and downstream of the existing discharge point for the hydraulic study in Task 3.

Garver anticipates the preliminary design drawings will include a site plan, yard piping plan, hydraulic profile, demolition details, preliminary process and instrumentation diagrams (P&IDs), preliminary layouts of the proposed improvements such as liquid treatment process units and solids treatment process units, associated equipment, major piping and valves, and preliminary electrical one-line diagrams.

A Preliminary Design Document will detail the following:

- Process Design Criteria.
- Opinion of Probable Construction Costs.
- Equipment Data Sheets and Manufacturer Information.
- Specification Outline.
- Piping Schedule.
- Construction Sequencing.
- Control Descriptions "Draft" Specifications.
- Major Equipment "Draft" Specifications.
- Motorized Valve and Gate "Draft" Schedules

The Equipment Data Sheets and Manufacturer Information section will provide information on the major items of process equipment selected for the plant based on Garver's experience and Owner preference. Equipment data sheets that summarize operating conditions and key components will be provided along with manufacturer catalog information.

Garver will lead and participate in a Preliminary Design Workshop. The workshop will be held at the Owner's location and major items of discussion will include:

- Review and refinement of process design criteria.
- Review and refinement of preliminary P&IDs and preliminary selection of instrumentation.
- Review and refinement of preliminary electrical one-line drawings.
- Review and refinement of preliminary SCADA design approach and system architecture.
- Review and refinement of the preliminary site plan, hydraulic profile, and facilities layouts.
- Review and preliminary selection of major equipment items.
- Review of proposed construction sequencing.
- Process Control and SCADA workshop module.
- Preliminary Design Phase OPCC

As part of the Preliminary Design Workshop, Garver will conduct an O&M focused discussion to



determine process control parameters and equipment preferences. The WWTP staff preferences will be documented within the preliminary design documents. The O&M discussion and SCADA integration discussions will be a component module of the Preliminary Design Workshop in this scope of work.

Garver will prepare copies of the Preliminary Design Submittal (both hard and pdf electronic files) and submit for review by Owner. Garver anticipates two weeks for Owner review and comment time once the Preliminary Design submittal is delivered.

Garver will prepare and transmit a written documentation of “mutually agreed to” responses to the Owner’s review comments of the Preliminary Design Documents.

As part of the Preliminary Design Phase, Garver will:

- Coordinate with TCEQ via telephone on project status and design criteria.
- Submit the Preliminary Design Report to TCEQ for review.
- Coordinate with the Owner’s input, any responses to TCEQ review comments.

Preliminary Design Deliverables shall be:

- Three (3) hard copies of the draft Preliminary Design Documents (including half size drawings)
- Three (3) hard copies of the draft of the Preliminary Design Report.
- Three (3) hard copies of the final version of the Preliminary Design Report.

Task 3.0 Floodplain Hydrologic and Hydraulics Studies

Garver will provide floodplain analysis services for the project. The purpose of the study will be to analyze the floodplain through the project site and determine if proposed structures will cause a rise in the 100-year floodplain. If the structures cause a rise, Garver will recommend flood mitigation alternatives to obtain a no-rise condition for the proposed structures. Garver will provide the following services as part of this study:

- The hydraulic project limits for this analysis will extend along the adjacent tributary to Little Elm Creek for approximately 800 feet upstream and downstream of the project site boundaries.
- Garver will attend one site visit to observe existing features at the project site.
- The creek is shown as a Zone A on the FEMA maps. Therefore, hydrologic, and hydraulic models of the creek are not expected to be available from FEMA. This scope of services assumes the models will be developed from survey every 200’ of the tributary channel for 800’ upstream and downstream of the project location. No other hydrology is included in this scope.
- Garver will modify the FEMA hydraulic models using survey information from the site and Lidar to develop a hydraulic model of the project area using the HEC-RAS software. This model will be used to analyze existing and proposed structure placement scenarios for the Celina WWTP. If a structure causes a rise, up to three scenarios will be evaluated to seek a no-rise condition.

Garver will prepare a brief drainage memorandum that will include the following items:

- Brief description of the existing floodplain and drainage system hydraulic condition.
- Descriptions of the results for the scenarios described above.
- Plots of relevant cross sections and floodplain limits.



- Tables showing existing and proposed condition hydraulic results such as water surface elevations, velocities, and other hydraulic parameters.
- Submit drainage memorandum to Owner for review.

Garver will attend up to two meetings with the Owner in relation to the Hydrology and Hydraulic studies.

Deliverables:

- Draft and Final Drainage Technical Memorandum (submitted as word-searchable PDF document)

Task 4.0 Final Design Services

During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications for one (1) construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost.

Garver will perform the following project coordination tasks:

- Advise Owner as to the necessity of Owner providing data or services that are not part of Garver's Basic Services.
- Maintain an overall schedule for the project and routinely advise the Owner of critical path items affecting project progress versus schedule.
- Maintain and monitor project budget and submit monthly invoices based on progress of work to date.
- Conduct four teleconference progress meetings with Owner's staff.
- Provide an agenda in advance of all scheduled meetings and provide subsequent meeting minutes.

The final design phase is anticipated to have three major submittals: a 60%, 90%, and 100%. For the project bidding, the following applies:

- Garver will include (2) designed deductive alternates to provide award flexibility to match with available project funding.
- Multiple design scenarios or bid packages and/or pre-purchased equipment packages are not included as part of the level of effort provided with this Agreement.

The Contract Documents will consist of drawings and specifications that set forth requirements for construction of the improvements, and shall include proposal forms, notice to bidders, bid forms, bond forms, and other information as required by Owner to competitively bid the work.

Garver and the Owner's standard contract forms including documents from the Engineers Joint Contract Documents Committee (EJCDC) will be used, along with Garver's standard drawing format and technical specifications. Garver will utilize the Owner and Engineers Joint Council Documents Committee (EJCDC) standard documents as a base for developing the project's front end documents.

Garver will review potential construction sequencing and the overall approach to project implementation to minimize disruption of the WWTP operation during construction. This review will occur at the Design Submittal Workshops.

During final design, Garver will host an O&M workshop at the WWTP to solicit input from staff on the



final design documents.

Garver will lead a review workshop for the two (2) final design phases: 60% and 90%. The Process Control and SCADA workshop will be a component module of the 60% Design Workshop. The purpose of these module will be to coordinate the Owner's desired method and level of process control and remote operation capabilities.

The Preliminary Design Workshop module will include an overview of the current and proposed SCADA system architecture along with a basis of design for expected improvements. The Owner's IT staff, WWTP's Operations staff and WWTP's Maintenance staff may attend as needed. The 60% Design Workshop module will include a review of the Preliminary Design Workshop module action items, an update regarding the proposed SCADA system components, advanced design concepts, the path forward to completion of the project, and programming services.

Final Design Deliverables shall be:

- Two (2) hard copies of the draft 60% Design Documents (including half size drawings) and a PDF copy.
- Two (2) hard copies of the draft 90% Design Documents (including half size drawings) and a PDF copy.
- Two (2) hard copies of the 100% Design Documents (including half size drawings) and a PDF copy.
- Two (2) hard copies of the Bidding Documents (including half size drawings) and a PDF copy.
- Required copies for Technical Review as required by State Agencies.

Task 5.0 Bidding Services

Task 5.1 Contractor Pre-Qualification

The period for prequalifying bidders is anticipated to extend for a 30-day duration. During the pre-qualification period phase of the project, Garver will:

- Prepare Pre-qualification Information Packet that will serve as the Request for Qualifications for interested Contractors for prequalification. Coordinate Owner's review and comment on the document.
- Garver will submit the Advertisement to the Owner for advertising in the local newspaper. Owner will pay advertising costs outside of this contract.
- Post advertisement for Pre-qualification for Contractors, Pre-qualification Packet, and any associated information to Civcast or Owner plan room for download by prospective contractors.
- Support the Pre-qualification Packet by preparing addenda as appropriate and posting on Garver's online plan room.
- Participate in a Pre-qualification meeting at the Owner's location.
- Prepare a Pre-qualification meeting memorandum. Following Owner authorization, post the Prequalification meeting memorandum with attendance record on Garver's online plan room.
- Participate and chair a construction site tour by interested Pre-qualification meeting attendees and other interested parties.
- Attend the Pre-qualification Submittals of Qualifications opening.
- Prepare a review of each Submittal and rank each interested contractor based upon agreed to criteria. Also, perform the following:
 - Verify Contractor's certifications and licenses to serve as the Prime Contractor for this Project.



- Survey (via telephone) the submitted Project References.
- Survey (via telephone) the submitted references for key staff.
- Evaluate the submittals and recommend a list of pre-qualified contractors to Owner.
- Prepare prequalification notices to agreed-to listing of contractors and advise of preliminary schedule for bidding.

Task 5.2 Bidding Assistance

The bidding period for prospective bidders is 45-day duration period. During the bidding period phase of the project, Garver will:

- Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
- Assist the Owner's purchasing department by supplying construction documents for the Owner to advertise the project through the Owner's plan room.
- Support the contract documents by preparing addenda as appropriate and posting on Garver's online plan room.
- Participate in one pre-bid meeting.
- Prepare a pre-bid meeting agenda. Following Owner authorization, post the pre-bid meeting memorandum with attendance record on Garver's online plan room.
- Participate and chair a construction site tour following the pre-bid meeting by interested pre-bid meeting attendees and other interested parties.
- Attend the bid opening.
- Prepare bid tabulation.
- Evaluate bids and recommend award.
- Attend and participate in reporting recommendation of award to Owner Council.
- Prepare construction contracts.
- Prepare conformed documents (four half size sets).
- Distribute as required to State Agencies.

Task 6.0 Special Services

Various special services incidental to the project but not within the scope of the basic engineering services covered by the preceding scope, which may be added to the Engineer's responsibilities by mutual agreement and written authorization include, but are not necessarily limited to the following:

- Easement coordination or easement documents
- Additional survey or site platting
- Geotechnical services
- Roadway design

SECTION 2 - PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, Tasks 1-5, the Owner will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this contract. A breakout of costs associated with each Task is provided in Appendix A.



WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1.0 Conceptual Design	\$119,504	Lump Sum
Task 2.0 Preliminary Design	\$746,047	Lump Sum
Task 3.0 Floodplain Studies	\$44,838	Lump Sum
Task 4.0 Final Design	\$1,598,062	Lump Sum
Task 5.0 Bidding Services	\$137,511	Lump Sum
SUBTOTAL PROFESSIONAL SERVICES	\$2,645,962	Lump Sum
Task 6.0 Special Services	\$100,000	Hourly, NTE
TOTAL FEE	\$2,745,962	

The total amount to be paid under this agreement is \$2,745,962.

For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix A.

For hourly not to exceed tasks, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2021.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the lump sum fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July 1, 2022.

SECTION 3 – ADDITIONAL SERVICES (EXTRA WORK)

For work not described or included in Section 1 – Scope of Services, Additional Services will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and GARVER.

The following services are not included as part of the basic services and will be performed at the request of the Owner and with additional compensation:

1. Geotechnical services.
2. Environmental Information Document.
3. Construction Phase Engineering Services.
4. Construction Phase On-site Construction Management Services.
5. Construction materials testing.
6. Easement coordination or easement documents.
7. SSES, I&I analysis, and/or sewer system survey.
8. Design of improvements off-site.



9. Utility relocation coordination or design of off-site utilities such as gas, electric, etc.
10. Individual 404 permit
11. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
12. Submittals or deliverables in addition to those listed herein.
13. Invasive structural evaluation techniques beyond visual observation of existing structures at grade and existing record drawings.
14. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
15. Environmental Handling and Documentation beyond those previously identified, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
16. Receiving stream modeling.
17. Preparation/submittal of a CLOMR and/or LOMR.
18. Environmental Services beyond preparation and submission of an Environmental Information Document.
19. Sludge Management Plan
20. Warranty Assistance
21. Water Reuse Master Plan
22. Utility rate study
23. TMDL and NPDES permitting assistance
24. Water Conservation Plan
25. Drought Management Plan
26. Extra Meetings
27. Jar Testing Services
28. Sampling Services
29. Additional meetings

SECTION 4 – SCHEDULE

The following schedule details the anticipated milestones and delivery dates for each deliverable.

Project Task	Duration
Task 1.0 – Conceptual Design	90 days from Notice to Proceed
Task 2.0 – Preliminary Design	150 days from Notice to Proceed
Task 3.0 – Floodplain Hydraulics and Hydrology Studies	Concurrent with Tasks 2.0 and 4.0
Task 4.0 – Final Design	210 days from Owner's acceptance of Task 2.0 services
Task 5.0 – Bidding	120 days from Owner's Advertisement for Pre-Qualification of Contractors



This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Work Order shall incorporate this document as part of the Agreement. GARVER is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

City of Celina

GARVER, LLC

By: _____
Signature

By: Lance Klement
Signature

Name: Jason Laumer
Printed Name

Name: Lance Klement
Printed Name

Title: City Manager

Title: North Texas Water Team Leader

Date: March 10, 2021

Date: 2/24/2021

Attest: _____
Vicki Tarrant, City Secretary

Attest: Jeffrey Sabar

Attachment: Exhibit A - Celina Work Order 18 - 3.0 MGD WWTP Improvements (3 MG WWTP Design)

Appendix B

City of Celina Celina WWTP Expansion Phase 2

FEE SUMMARY

Basic Services Section	Estimated Fees
1. Conceptual Design	\$ 119,504.00
2. Preliminary Design	\$ 746,047.00
3. Floodplain Studies	\$ 44,838.00
4. Final Design	\$ 1,598,062.00
5. Bidding Services	\$ 137,511.00
Subtotal for Basic Services	\$ 2,645,962.00
Additional Services Section	Estimated Fees
Special Services	\$ 100,000.00
Subtotal for Additional Services Section	\$ 100,000.00
Total All Services	\$ 2,745,962.00



Appendix B
City of Celina
Celina WWTP Expansion Phase 2
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1.....	\$ 111.00
E-2.....	\$ 128.00
E-3.....	\$ 155.00
E-4.....	\$ 181.00
E-5.....	\$ 221.00
E-6.....	\$ 272.00
E-7.....	\$ 361.00
Planners / Environmental Specialist	
P-1.....	\$ 133.00
P-2.....	\$ 167.00
P-3.....	\$ 198.00
P-4.....	\$ 232.00
P-5.....	\$ 268.00
P-6.....	\$ 306.00
P-7.....	\$ 370.00
Designers	
D-1.....	\$ 103.00
D-2.....	\$ 121.00
D-3.....	\$ 144.00
D-4.....	\$ 167.00
Technicians	
T-1.....	\$ 81.00
T-2.....	\$ 102.00
T-3.....	\$ 125.00
Surveyors	
S-1.....	\$ 50.00
S-2.....	\$ 66.00
S-3.....	\$ 88.00
S-4.....	\$ 126.00
S-5.....	\$ 167.00
S-6.....	\$ 190.00
2-Man Crew (Survey).....	\$ 202.00
3-Man Crew (Survey).....	\$ 252.00
2-Man Crew (GPS Survey).....	\$ 222.00
3-Man Crew (GPS Survey).....	\$ 272.00
Construction Observation	
C-1.....	\$ 98.00
C-2.....	\$ 125.00
C-3.....	\$ 153.00
C-4.....	\$ 188.00
Management/Administration	
X-1.....	\$ 64.00
X-2.....	\$ 86.00
X-3.....	\$ 120.00
X-4.....	\$ 153.00
X-5.....	\$ 187.00
X-6.....	\$ 231.00
X-7.....	\$ 279.00



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Glasgow, Director of Engineering
Date: March 9, 2021
Re: 6 MG Storage Tank

Action Requested:

Consider and act to award bid 2021-0060 for the construction of a 6 MG storage tank at the unit prices listed to Preload, LLC in an amount not to exceed 9,327,400.00 for the base bid plus ten percent contingency in the amount of \$932,740.00 for a grand total of \$10,260,140.00. (Berry)

Background Information:

On February 22, 2021, the City received responses to bid 2021-0060 for the construction of a 6 MG Storage Tank. . The bid notice was advertised in the local paper and posted to the City's eProcurement system in which two hundred twenty-three vendors were notified. Three No-Bids and two responses were received.

The scope of work includes:

A new 6-million gallon ground storage tank and tank mixing system. The new tank will be capable of operating in series with the existing 1-million gallon ground storage tank. Additionally, chloramine booster improvements include installation of an anhydrous ammonia feed system inside the existing chemical building. Both chlorine solution and anhydrous ammonia solution will be fed to the new 6-MG tank. Work will also include site fencing and landscaping improvements, as well as electrical and SCADA improvements.

The contract period is 456 calendar days. Estimated Completion is June 28, 2022.

Alternatives:

Council may reject the award and direct staff.

Financial Considerations:

Funding is available from bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:

Standard contract documents have been used and previously reviewed.

Supporting Documents:

Tab Sheet

Staff Recommendation:
Award Bid # 2021-0060



Celina New 6 MG GST Bid Tabulation

Pre-Qualified Contractors	DN Tanks	Preload
Attended Pre-Bid	Yes	Yes
Acknowledgement of All Addenda	Yes	Yes
Bid contains the following forms:		
1. List of Manufacturer's	Yes	Yes
2. List of Proposed Subcontractors	Yes	Yes
3. Bid Bond	Yes	Yes
4. CIQ	Yes	Yes
5. Qualifications Statement	Yes	Yes
5.a. 10 Years Experience Design/Construction of Prestressed Concrete Tanks	Yes	Yes
5.b. 5 Tanks Similar Size in Last 10 Years	Yes	Yes
6. Subcontractor Qualifications	Not Included	Yes
Note:		
Bid Prices as Opened 02/19/2021 (All values expressed in full dollars)		
New 6-MG Ground Storage Tank, site improvements, including EIFS for architectural features, electrical & SCADA improvements	\$ 9,708,000.00	\$ 9,050,200.00
Chemical Feed Improvements	\$ 244,100.00	\$ 112,200.00
Tank Mixing System Improvements	\$ 231,900.00	\$ 165,000.00
Total Lump Sum Base Bid Price	\$ 10,184,000.00	\$ 9,327,400.00
Note:		
Deductive Alternates		
Alternate 1: Landscaping and Irrigation	\$ 53,700.00	\$ 40,000.00
Alternate 2: Decorative Fencing	\$ 68,600.00	\$ 92,000.00
Alternate 3: Paving	\$ 174,000.00	\$ 140,000.00
Alternate 4: Additional Valves for Future Piping	\$ 78,000.00	\$ 80,000.00
Alternate 5: Chemical Feed System Improvements	\$ 55,000.00	\$ 55,000.00
Alternate 6: No Tank Architectural Features	\$ 139,600.00	\$ 190,000.00
Alternate 7: Tank Feature Replaces EIFS with Shotcrete	\$ 53,000.00	\$ 125,500.00
Total Deductive Alternates	\$ 621,900.00	\$ 722,500.00
Total Lump Sum Base Bid and Deductive Alternates Price	\$ 9,562,100.00	\$ 8,604,900.00
Note:		

INDICATES CORRECTION TO BID

Pre-Qualified Contractors	DN Tanks	Preload
Key Sub-Contractors		
1. Site Work & Yard Piping	Mesa Contracting	North Texas Construction
2. Electrical		H & H Electric

List of Manufacturers	DN Tanks	Preload
Key Selected Manufacturers		
1. Light Poles	Gardco	Gardco
2. Security System	NUUO	NUUO
3. Decorative Metal Fencing	Titan	Titan
4. Residual Control System	PSI Water Technologies	PSI Water Technologies
5. Tank Mixer	PSI Water Technologies	PSI Water Technologies

Attachment: 2021-02-24 Bid Tab_6MG Tank (6 MG Storage TankW23)

SECTION 00400
EJCDC STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and **xx** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Bid Name: 6 MG Ground Storage Tank
Bid Number: 2021-0060
Project # W23

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The construction project includes:

In general, the Work will provide the Owner with a new 6-million gallon ground storage tank and tank mixing system. The new tank will be capable of operating in series with the existing 1-million gallon ground storage tank. Additionally, chloramine booster improvements include installation of an anhydrous ammonia feed system inside the existing chemical building. Both chlorine solution and anhydrous ammonia solution will be fed to the new 6-MG tank. Work will also include site fencing and landscaping improvements, as well as electrical and SCADA improvements.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Garver, LLC., which hereinafter called ENGINEER and which is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 426 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 456 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a

penalty), CONTRACTOR shall pay OWNER **\$1500** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$2000** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.

For all Work other than Unit Price Work, a Lump sum of: **\$9,327,400.00**

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the **last** day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. **95%** of Work completed (with the balance being retainage).
 - b. **95%** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to **95%** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less **100%** of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0% per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following in their entirety:
 1. This Agreement;
 2. Performance Bond;
 3. Payment Bond;
 4. Maintenance Bond;
 5. General Conditions;
 6. Supplementary Conditions;
 7. Specification as listed in the table of contents of the Project Manual;

8. Drawings;
9. Addenda;
10. Exhibits to this Agreement:
 - a. CONTRACTOR'S Bid Response;
 - b. CONTRACTOR'S Insurance
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

EXECUTED in single or multiple originals with an effective date of **xx**.

CITY OF CELINA, TEXAS

CONTRACTOR.

Jason Laumer, City Manager

Printed Name & Title

Address for giving notices:

**142 N. Ohio
Celina, TX 75009
Attn: Contracts
469-813-4194
contracts@celina-tx.gov**

Address for giving notices:

Attachment: 00-410 - Standard Form of Agreement (6 MG Storage TankW23)