



Sachse, Texas

Sachse City Hall
3815 Sachse Road
Building B
Sachse, Texas 75048

Meeting Agenda City Council

Monday, March 5, 2012

7:30 PM

Council Chambers

The Mayor and Sachse City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.

The City Council of the City of Sachse will hold a Regular Meeting on Monday, March 5, 2012, at 7:30 p.m. in the Council Chambers at the Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

Invocation and Pledges of Allegiance to U.S. and Texas Flags.

A. Pledge of Allegiance to the Flag of the United States of America: I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands: one nation under God, indivisible, with liberty and justice for all.

B. Pledge of Allegiance to the Texas State Flag: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

1. CONSENT AGENDA.

1.a ALL ITEMS LISTED ON THE CONSENT AGENDA WILL BE CONSIDERED BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION, THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER OR CITIZEN SO REQUESTS.

[12-0717](#) Consider approval of the minutes of the February, 20, 2012, regular meeting.

Executive Summary

Minutes from the last Council meeting.

Attachments: [min.2.02.12.pdf](#)

[12-0709](#) Consider a resolution requesting discretionary funds from Collin County for the design and construction of Woodbridge Parkway from Hensley Lane to State Highway 78.

Executive Summary

The extension of Woodbridge Parkway north of State Highway 78 to Hensley Lane in Wylie has been planned for both the City of Sachse and the City of Wylie. This extension will connect FM 544

to SH 78 and will promote economic benefits for both cities and improve mobility for southeast Collin County. This resolution amends Resolution No. 3357, which supports the extension and the partnership between the City of Sachse, Wylie, and Collin County and requests Collin County to appropriate discretionary funds to help fund 50% of the cost of the extension. A resolution was passed on February 6, 2012 by the City Council but the dates referenced in the resolution for the Collin County bond program was incorrect due to a typographical error. This resolution corrects the Collin County bond program date from 2003 to 2007.

Attachments: [location map](#)
[Res. Woodbridge Pkwy.pdf](#)

12-0716

Consider a resolution approving a professional services agreement with CobbFendley, Incorporated for the engineering and design of sanitary sewer upgrades to the Merritt Road Lift Station, Sachse Road Lift Station, Merritt Road 16-inch Force Main, and 27-inch Merritt Road Interceptor Line in the amount of one hundred sixteen thousand seven hundred twenty-five dollars and no cents (\$116,725.00).

Executive Summary

The Merritt Road Lift Station pumps, the gravity sanitary sewer interceptor line which conveys the sanitary sewer to the Merritt Road Lift Station, and the 16-inch force main which conveys the sanitary sewer from the lift station are undersized for future development of the City. The Sachse Road Lift Station pumps are also undersized for future development of the City. This item will approve a professional services agreement for the engineering design of sanitary sewer upgrades for the Merritt Road Lift Station, Sachse Road Lift Station, Merritt Road 16-inch force main, and 27-inch Merritt Road interceptor line to increase the capacity to serve future development in the City.

Attachments: [Attachment 1 – Project Map](#)
[Resolution for Cobb Fendley Sewer Upgrades](#)
[Exhibit A](#)

12-0713

Consider a resolution approving a professional services agreement with KSA Engineers, Incorporated for the engineering and design of the Bunker Hill Sanitary Sewer Upsize project in the amount of eighty thousand and five hundred dollars and no cents (\$80,500.00).

Executive Summary

The gravity sanitary sewer interceptor line which conveys the sanitary sewer from the Merritt Road Lift Station force main outfall at Heritage Park to the gravity line along Bunker Hill Road is undersized for the future development of the City. This item will approve a professional services agreement for the engineering design of the upsizing of the Bunker Hill sanitary sewer interceptor line to a 30-inch diameter pipe.

Attachments: [Resolution for KSA Bunker Hill SS](#)
[Attachment 1 – Project Map](#)
[Exhibit A](#)

12-0714

Consider a resolution approving a professional services agreement with KSA Engineers, Incorporated for the engineering and design of the Haverhill Lane Reconstruction project in the amount of fifty thousand two hundred dollars and no cents (\$50,200.00).

Executive Summary

Haverhill Lane has been planned to be reconstructed between Miles Road and Hunters Ridge Road. The roadway structure has failed and is need of replacement. This item will approve a professional services agreement for the engineering design of the reconstruction of Haverhill Lane.

Attachments: [Resolution for Haverhill](#)
[Haverhill Pictures 2009-08-27](#)
[Attachment 1 – Project Map](#)
[PSA](#)

12-0724

Consider a resolution approving an agreement for furnishing, installing, and maintenance of traffic signal preemption equipment by and between the City of Sachse and the Texas Department of Transportation.

Executive Summary

The Texas Department of Transportation (TxDOT) owns and maintains the traffic signals along State Highway 78 and the service roads of the President George Bush Tollway (PGBT). Preemption equipment allows emergency response vehicles to activate the signal so the emergency response vehicles get a green light when their emergency lights are operational while responding to calls for service. TxDOT does not install, own, or maintain signal preemption equipment on their signals. In order to install and maintain traffic signal preemption equipment for City use

on signals owned by TxDOT, the City must enter into an agreement with TxDOT. This item is for consideration of approval of TxDOT's standard agreement, which allows the City to furnish, install, and maintain preemption signal equipment on TxDOT's traffic signals.

Attachments: [Exhibit A for opticoms](#)

12-0736

Consider a Resolution of the City Council of the City of Sachse, Texas, authorizing the City Manager to execute a contract approving an agreement between the City of Sachse and Siemens Industry, Inc. to provide HVAC Control Services for the City's Municipal Complex HVAC system.

Executive Summary

Consider approval of a resolution authorizing the City Manager to enter into an agreement with Siemens Industry, Inc. to provide technical support for the Energy Management System at the Municipal Complex for a three year period at a total cost of \$18,876. The cost for the first year is \$6,240, \$6,292 the second year and \$6,344 for year three.

Attachments: [HVAC Service Agreement Resolution 3-2012.pdf](#)

[HVAC Service Agreement 3-20120001.pdf](#)

12-0737

Consider approval of a resolution authorizing the City Manager to enter into an agreement with Schindler Elevator Corporation to provide preventative maintenance services for the City's elevators.

Executive Summary

Consider approval of a resolution authorizing the City Manager to enter into an agreement with Schindler Elevator Corporation to provide preventative maintenance services for the City's elevators. This agreement is for a six year period at an annual cost of \$3,480 (subject to annual price adjustments not to exceed 3% annually). This item will be paid for using encumbered 2009 bond funds in the current year and will be a budgeted item in subsequent years. This is included in the \$22,089.64 amount for service agreements previously presented to City Council (February 20, 2012 Municipal Campus Bond Programs Update).

Attachments: [Elevator Service Agreement 3-20120001.pdf](#)

[Elevator Service Agreement Resolution unsigned 3-2012.pdf](#)

2. MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS, CURRENT ACTIVITIES, AND LOCAL ACHIEVEMENTS.

12-0722

Staff Briefing: Library Department Update

Executive Summary

Library Manager will update Council on Library activities.

Attachments: [March 5 presentation.pdf](#)

3. CITIZEN INPUT.

The public is invited at this time to address the Council. The Mayor will ask you to come to the Microphone and state your name and address for the record. If your remarks pertain to a specific Agenda item, please hold them until that item, at which time the Mayor may solicit your comments.

The City Council is prohibited from discussing any item not on the posted agenda according to the Texas Open Meetings Act.

4. REGULAR AGENDA ITEMS.

[12-0720](#) Administer Oath of Office to newly reappointed TIF Board members.

Executive Summary

On February 20, 2012 Council reappointed three member of the TIF Board. After the administration of the Oath of Office, these members will be able to assume their office.

Attachments: [TIF Oath.pdf](#)

[12-0735](#) Discuss rezoning for Benbrook Winchester, LP.

Executive Summary

Discussion of the proposed rezoning for Benbrook Winchester, LP for property located at 3100 Pleasant Valley Road, generally on the southeast corner of Merritt Road and Pleasant Valley Road from Agricultural (AG) District to Planned Development (PD) District and Turnpike Overlay District generally for Commercial 2 (C-2) uses.

Attachments: [benbrook presentation.pdf](#)

[Exhibit A - Revised 2-17-12 - Final.pdf](#)

[Exhibit B - Revised 2-17-12 - Final.pdf](#)

[12-0729](#) Discuss Library Circulation Policy

Executive Summary

Library manager will update council on circulation fees

Attachments: [Library Fee Study](#)
[Microsoft PowerPoint - Circpolicy030512](#)
[Microsoft Word - Sachse circulation policy021312](#)
[Microsoft Word - sachse ordinance adoption library policies](#)

12-0719 Consider an appointment to the Library Board.

Executive Summary

This agenda item is provided for Council to consider an appointment to the Library Board.

Attachments: [Library Bd. apps. membership.pdf](#)

5. ADJOURNMENT.

Vision Statement: Sachse is a friendly, vibrant community offering a safe and enjoyable quality of life to all who call Sachse home.

The City of Sachse reserves the right to reconvene, recess or realign the regular session or called Executive Session or order of business at any time prior to adjournment.

Note: The Sachse City Council reserves the right to convene into Executive Session pursuant to the Texas Government Code, Title 5, Chapter 551 regarding posted items on the regular meeting agenda.

State law prohibits the introduction or discussion of any item of business not posted at least seventy-two (72) hours prior to the meeting time. Therefore, during Citizen Input for example, the Council is prohibited by state law to deliberate or take action on any issues introduced by the public other than to take them under advisement. Posted: March 2, 2012; 5:00 p.m. Terry Smith, City Secretary _____.

If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact Terry Smith, City Secretary, at (972) 495-1212, 48 business hours prior to the scheduled meeting date. Reasonable accommodations will be made to assist your needs.



Legislation Details (With Text)

File #: 12-0717 **Version:** 1 **Name:** Consider approval of the minutes of the February, 20, 2012, regular meeting.

Type: Regular Agenda Item **Status:** Agenda Ready

File created: 2/22/2012 **In control:** City Council

On agenda: 3/5/2012 **Final action:**

Title: Consider approval of the minutes of the February, 20, 2012, regular meeting.

Executive Summary
Minutes from the last Council meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [min.2.02.12.pdf](#)

Date	Ver.	Action By	Action	Result
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Title
Consider approval of the minutes of the February, 20, 2012, regular meeting.

Executive Summary
Minutes from the last Council meeting.

Background
Minutes from the last Council meeting on February 20, 2012.

Policy Considerations
None

Budgetary Considerations
None

Staff Recommendations
Approval of the minutes of the February 20, 2012 regular meeting, as a consent item.

**REGULAR MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE**

FEBRUARY 20, 2012

The City Council of the City of Sachse held a Regular Meeting on Monday, February 20, 2012 at 7:30 p.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council Members was called which members are as follows, to wit:

Mayor Mike Felix
Mayor Pro Tem Charles W. Smith
Councilman Bill Adams
Councilwoman Pat McMillan
Councilman Jared Patterson
Councilman Todd Ronnau
Councilman Mark Timm

and all were present except Councilwoman McMillan.

Staff present: City Manager Billy George, Finance Director Jeri Rainey; Interim Community Development Director Michael Spencer; Fire Chief Doug Kendrick, Police Chief Dennis Veach, Sachse EDC Director Carlos Vigil, Public Works Director Joe Crase and City Secretary Terry Smith.

Invocation and Pledge of Allegiance to U.S. and Texas Flags:

The invocation was offered by Councilman Timm and the pledges were led by Councilman Adams.

1. Consent Agenda:

Councilman Timm moved to approve the Consent Agenda Items: No. **12-0697** Consider approval of the minutes of the February 6, 2012, regular Meeting with the correction noted in workshop session; **12-0699** Ordinance No. 3358 calling for a general election for City Officers (City Council) on May 12, 2012; **12-0704** Resolution No. 3359 authorizing the City Manager to renew the Microsoft Enterprise software licensing through the State of Texas contract with Dell for three years at \$28,925.50 annually as a Consent item; and **12-0696** Resolution No. 3360 of the City Council of the City of Sachse, Texas, approving a Master Interlocal Cooperative Purchasing Agreement by and between the City of Sachse and the City of Grand Prairie for the purchase of goods and services. The motion was seconded by Councilman Adams and passed unanimously.

2. Mayor and City Council Announcements regarding special events, current activities and local achievements:

Mayor Felix noted the upcoming events: March 2nd is the Chamber Banquet; March 31st is the Easter Egg Hunt and Doggie Bone Hunt; and April 14th is Arbor Day & the Great American Cleanup.

Mayor Pro Tem Smith announced "City of Sachse, Texas 1886-1996" book that is written by Lloyd Henderson, former City Manager. The book sells for \$20 and will be produced on March 2. On March 4th is the Sachse Historical Society annual meeting at the funeral home.

Mayor Felix noted that this afternoon the Collin County Commissioners voted to use discretionary transportation funds to complete Woodbridge Parkway extension and to complete the bridge for the connection to F.M. 544. He thanked the Commissioners and especially Commissioner Cheryl Williams for leading the effort to complete the funding for the project.

3. Citizen Input:

Tim Holt 3710 Valley Forge, requested an engineering study of the speed zones on Murphy Road, noting the City of Richardson extracted \$600 out of him. He requested a speed zone study on Bunker Hill Road and asked the city to reimburse citizens for City of Richardson infractions. He thanked the Council for all their work.

11-0597 Proclamation for National Engineers Week during February 19-25, 2012. Mayor Felix presented the proclamation to Billy George and Kevin Johnson, President of the Preston Trail Chapter of the Texas Society of Professional Engineers. Mr. Johnson then presented the engineer of the year award to Billy George.

4. Regular Agenda Items:

12-0712 Discuss a suspension resolution suspending the effective date of Atmos Energy Corp., Mid-Tex Division proposed rate increase allowing additional time for the Atmos Cities Steering Committee to review Atmos's proposed rate increase:

City Manager George briefed the Council on the matter. No formal Council action was taken.

12-0711 Consider a resolution of the city council of the City of Sachse, Texas, suspending the March 6, 2012, effective date of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex") requested ratechange to permit the city time to study the request and to establish reasonable rates; approving cooperation with Atmos Cities Steering Committee ("ACSC") and other cities in the Atmos Mid-Tex service area to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; requiring reimbursement of cities' rate case expenses; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and ACSC's legal counsel; providing a repealing clause; and providing an effective date:

Following discussion, a motion was made by Councilman Patterson to approve Resolution No. 3361 suspending the March 6, 2012, effective date of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex") requested ratechange to permit the city time to study the request and to establish reasonable rates; approving cooperation with Atmos Cities Steering Committee ("ACSC") and other cities in the Atmos Mid-Tex service area to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; requiring reimbursement of cities' rate case expenses; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and ACSC's legal counsel; providing a repealing clause; and providing an effective date. The motion was seconded by Councilman Timm and passed unanimously.

12-0708 Discuss the status of the Municipal Complex Bond costs:

Finance Director Jeri Rainey briefed the Council on the matter.

Following discussion, no formal Council action was taken

12-0695 Consider a resolution authorizing a change order in the amount of eight thousand and no dollars (\$8,000) for the Water Tank Renovations contract with A&M Construction & Utilities, Incorporated for the installation Sachse name on the south side of the Sachse Road elevated water storage tank:

Following discussion, a motion was made by Councilman Timm to approve Resolution No. 3362 authorizing a change order in the amount of eight thousand and no dollars (\$8,000) for the Water Tank Renovations contract with A&M Construction & Utilities, Incorporated for the installation Sachse name on the south side of the Sachse Road elevated water storage tank as presented. The motion was seconded by Councilman Ronnau and passed unanimously.

12-0700 Consider appointments to the Tax Increment Financing (TIF) Board of Directors:

Following discussion, Councilman Patterson moved to appoint Troy Riner, Frank Millsap and Jeff Dowdle to the TIF Board. The motion was seconded by Mayor Pro Tem Smith and passed unanimously.

There being no further business, Mayor Pro Tem Smith moved to adjourn. The motion was seconded by Councilman Timm and passed unanimously. The meeting adjourned at 8:45 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #: 12-0709 **Version:** 1 **Name:** Amended resolution for Woodbridge Pkwy extension
Type: Regular Agenda Item **Status:** Agenda Ready
File created: 2/15/2012 **In control:** City Council
On agenda: 3/5/2012 **Final action:**

Title: Consider a resolution requesting discretionary funds from Collin County for the design and construction of Woodbridge Parkway from Hensley Lane to State Highway 78.

Executive Summary

The extension of Woodbridge Parkway north of State Highway 78 to Hensley Lane in Wylie has been planned for both the City of Sachse and the City of Wylie. This extension will connect FM 544 to SH 78 and will promote economic benefits for both cities and improve mobility for southeast Collin County. This resolution amends Resolution No. 3357, which supports the extension and the partnership between the City of Sachse, Wylie, and Collin County and requests Collin County to appropriate discretionary funds to help fund 50% of the cost of the extension. A resolution was passed on February 6, 2012 by the City Council but the dates referenced in the resolution for the Collin County bond program was incorrect due to a typographical error. This resolution corrects the Collin County bond program date from 2003 to 2007.

Sponsors:

Indexes:

Code sections:

Attachments: [location map](#)
[Res. Woodbridge Pkwy.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution requesting discretionary funds from Collin County for the design and construction of Woodbridge Parkway from Hensley Lane to State Highway 78.

Executive Summary

The extension of Woodbridge Parkway north of State Highway 78 to Hensley Lane in Wylie has been planned for both the City of Sachse and the City of Wylie. This extension will connect FM 544 to SH 78 and will promote economic benefits for both cities and improve mobility for southeast Collin County. This resolution amends Resolution No. 3357, which supports the extension and the partnership between the City of Sachse, Wylie, and Collin County and requests Collin County to appropriate discretionary funds to help fund 50% of the cost of the extension. A resolution was passed on February 6, 2012 by the City Council but the dates referenced in the resolution for the Collin County bond program was incorrect due to a typographical error. This resolution corrects the Collin County bond program date from 2003 to 2007.

Background

Woodbridge Parkway currently extends from FM 544 to Hensley Lane in Wylie. Woodbridge

Parkway starts again at the intersection of SH 78 in Sachse and extends through the Woodbridge Subdivision and extends to Sachse Road (see attached Location Map). The extension of Woodbridge Parkway from SH 78 to Hensley Lane is shown on the Master Thoroughfare Plans for both the City of Sachse and City of Wylie. In 2002, the City Council approved Resolution No. 1967 submitting a project to be included in the Collin County May 2003 bond election. The project submitted was for the cost of the portion of the bridge crossing Maxwell Creek within the City of Sachse.

The extension of Woodbridge Parkway will cross the Kansas City Southern Railroad (KCS) just north of SH 78. The City of Sachse condemned the right to extend the road across the KCS right-of-way. The extension of Woodbridge Parkway from SH 78 to Hensley Lane has been divided into two phases. Herzog Development platted and sold land to Wal-Mart for construction of a Wal-Mart Supercenter located just north of SH 78. Access to this development will be provided by Phase 1 of the Woodbridge Parkway extension. The City has entered into an Escrow Agreement with Herzog Development which provided means for the developer to escrow funds to pay for the paving, drainage, and utility costs for Woodbridge Parkway, Phase 1 along with the construction of Cody Lane so the property could be platted and sold to Wal-Mart prior to construction of the development. The Escrow Agreement totals \$2,779,143.07 (\$2,595,380.29 by Herzog and \$183,762.78 by Wal-Mart). Phase 2 of the extension extends from the end of Phase 1 to Hensley Lane.

The extension of Woodbridge Parkway from SH 78 to Hensley Lane will improve mobility for the residents of Sachse located in Collin County to attend schools in Wylie. Furthermore, this improved north-south access will promote economic development in the region by providing access to the Wal-Mart development in Sachse along with planned developments in Wylie. Access for southeast Collin County residents to the President George Bush Turnpike (PGBT) will also improve with the Woodbridge Parkway extension.

The City Council approved Resolution No. 3357 on February 6, 2012 requesting Collin County to appropriate \$4.5 million in discretionary funding to the extension of Woodbridge Parkway north of SH 78 to Hensley Lane. However, the resolution mistakenly listed 2003 as the year Collin County appropriated bond funds for the Maxwell Creek Road project when the year was actually 2007. This resolution changes the year from 2003 to 2007. No other changes have been made.

Policy Considerations

Officials from the City of Sachse met with officials from the City of Wylie and Collin County to discuss the delivery of the Woodbridge Parkway extension. Resolutions from both cities have been approved to request Collin County to participate in the partnership to deliver this project given the importance of the project to southeast Collin County. The City Council approved Resolution No. 3357 on February 6, 2012 requesting Collin County to appropriate \$4.5 million in discretionary funding to the extension of Woodbridge Parkway north of SH 78 to Hensley Lane. However, the resolution mistakenly listed 2003 as the year Collin County appropriated bond funds for the Maxwell Creek Road project when the year was actually 2007. This resolution changes the year from 2003 to 2007. No other changes have been made (see

attached Exhibit A resolution).

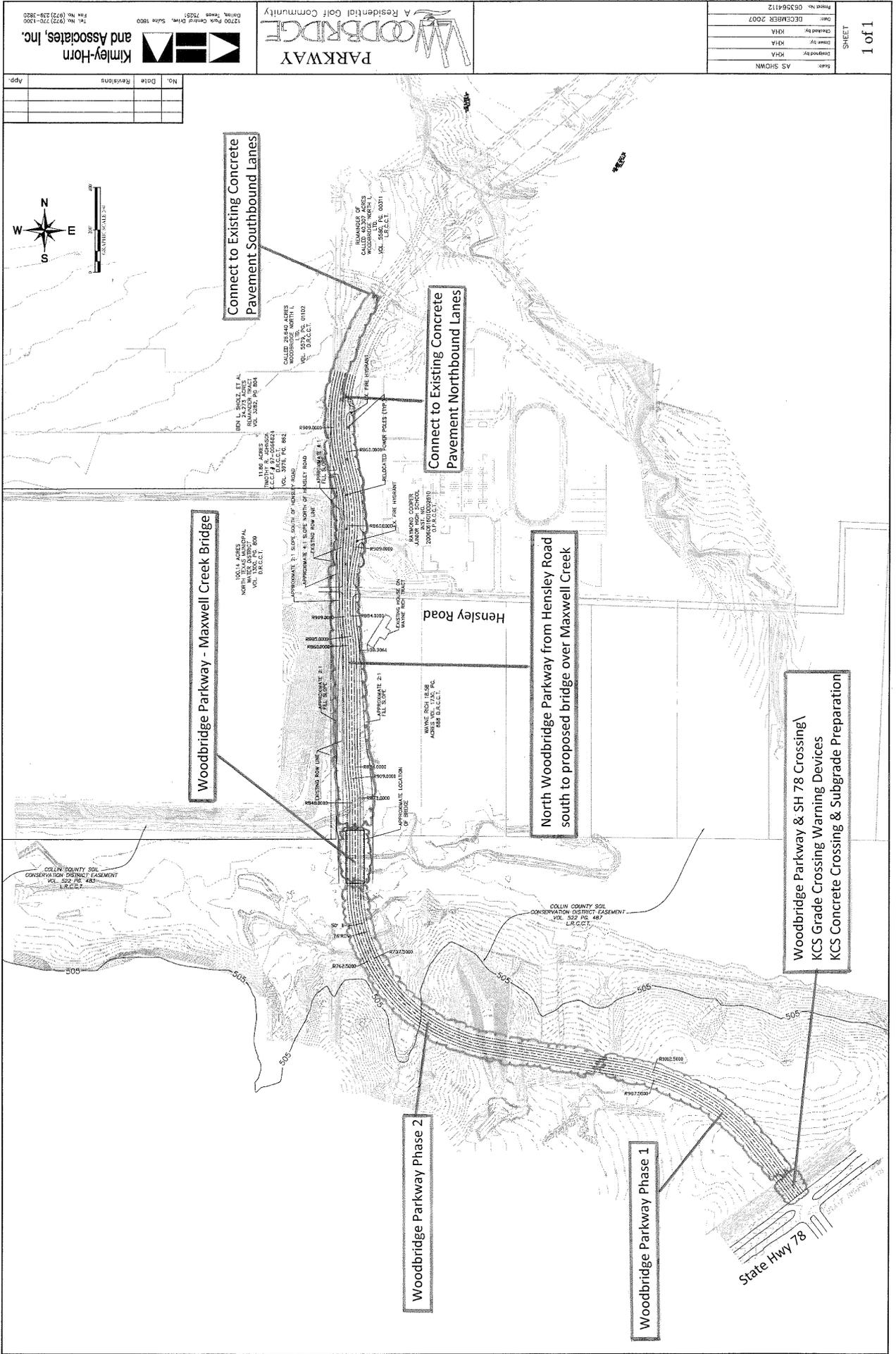
Budgetary Considerations

The City of Wylie is prepared to fund \$2 million of the project with the City of Sachse providing delivery of Phase 1 of the project as part of the Wal-Mart development totaling an estimated \$1.87 million. The cities of Sachse and Wylie will request funding from Collin County to fund \$4.5 million of the project using discretionary bond funds.

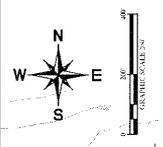
Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, requesting discretionary funds from Collin County for the design and construction of Woodbridge Parkway from Hensley Lane to State Highway 78 and providing an effective date as consent item.

LOCATION MAP



No.	Date	Revisions	App.



Kimley-Horn and Associates, Inc.

 12700 Riva Centre Drive, Suite 1800

 Dallas, Texas 75251

 Tel. No. (972) 770-1300

 Fax No. (972) 239-3820

WOODBRIDGE PARKWAY

 A Residential Golf Community

Sheet No.	063564112
Date	DECEMBER 2007
Checked by	KHA
Drawn by	KHA
Designed by	KHA
Scale	AS SHOWN

NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER OF RECORD.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, REQUESTING DISCRETIONARY FUNDS FROM COLLIN COUNTY FOR THE DESIGN AND CONSTRUCTION OF WOODBRIDGE PARKWAY FROM HENSLEY LANE TO STATE HIGHWAY 78; AND PROVING AN EFFECTIVE DATE.

WHEREAS, Woodbridge Parkway serves as a major north-south thoroughfare for the Cities of Sachse and Wylie; and

WHEREAS, the construction of Woodbridge Parkway is shown on the City of Sachse Thoroughfare Plan and included in the 10-year Thoroughfare Capital Improvements Plan; and

WHEREAS, the construction of the roadway will provide economic impact to the City of Sachse and provide development opportunity along the roadway; and

WHEREAS, the construction of the roadway will provide a direct connection between SH 78 and FM 544, and

WHEREAS, the construction of the roadway will provide a direct route to Draper Intermediate and Cooper Junior High School for the attendance area located in the City of Sachse for the Wylie Independent School District; and

WHEREAS, the total project cost for Woodbridge Parkway from SH 78 to Hensley Lane is projected to be \$8.5 million; and

WHEREAS, \$865,000 was included in the 2007 Collin County Bond Program for the widening of Maxwell Creek Road; and

WHEREAS, \$277,000 in 2007 Collin County Bond funds may be transferred from Maxwell Creek Road to the bridge on Woodbridge Parkway to cover Sachse's financial obligation; and

WHEREAS, funds have been placed in escrow to deliver a portion of the Woodbridge Parkway extension in the City of Sachse excluding of the bridge estimated to cost \$1.87 million;

WHEREAS, funds have been placed in escrow to deliver a portion of the Woodbridge extension in the City of Sachse excluding the bridge estimated to cost \$1.87 million;

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

SECTION 1: The City Council requests that Collin County commit funds for the design and construction of Woodbridge Parkway not to exceed 50% of the total project cost or \$4.25 million and further authorizing the County to transfer \$277,000 from the 2007 Collin County Bond funds for Maxwell Creek Road to the Woodbridge Parkway bridge with such amount being applied towards Sachse's financial obligations towards such Project.

SECTION 2: This Resolution shall take effect immediately from and after its passage.

RESOLVED this 5th day of March, 2012. CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



Legislation Details (With Text)

File #: 12-0716 **Version:** 1 **Name:** Sanitary Sewer Upgrades
Type: Regular Agenda Item **Status:** Agenda Ready
File created: 2/17/2012 **In control:** City Council
On agenda: 3/5/2012 **Final action:**

Title: Consider a resolution approving a professional services agreement with CobbFendley, Incorporated for the engineering and design of sanitary sewer upgrades to the Merritt Road Lift Station, Sachse Road Lift Station, Merritt Road 16-inch Force Main, and 27-inch Merritt Road Interceptor Line in the amount of one hundred sixteen thousand seven hundred twenty-five dollars and no cents (\$116,725.00).

Executive Summary

The Merritt Road Lift Station pumps, the gravity sanitary sewer interceptor line which conveys the sanitary sewer to the Merritt Road Lift Station, and the 16-inch force main which conveys the sanitary sewer from the lift station are undersized for future development of the City. The Sachse Road Lift Station pumps are also undersized for future development of the City. This item will approve a professional services agreement for the engineering design of sanitary sewer upgrades for the Merritt Road Lift Station, Sachse Road Lift Station, Merritt Road 16-inch force main, and 27-inch Merritt Road interceptor line to increase the capacity to serve future development in the City.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution approving a professional services agreement with CobbFendley, Incorporated for the engineering and design of sanitary sewer upgrades to the Merritt Road Lift Station, Sachse Road Lift Station, Merritt Road 16-inch Force Main, and 27-inch Merritt Road Interceptor Line in the amount of one hundred sixteen thousand seven hundred twenty-five dollars and no cents (\$116,725.00).

Executive Summary

The Merritt Road Lift Station pumps, the gravity sanitary sewer interceptor line which conveys the sanitary sewer to the Merritt Road Lift Station, and the 16-inch force main which conveys the sanitary sewer from the lift station are undersized for future development of the City. The Sachse Road Lift Station pumps are also undersized for future development of the City. This item will approve a professional services agreement for the engineering design of sanitary sewer upgrades for the Merritt Road Lift Station, Sachse Road Lift Station, Merritt Road 16-inch force main, and 27-inch Merritt Road interceptor line to increase the capacity to serve future development in the City.

Background

The City's sanitary sewer is treated by the City of Garland. Over 70% of the City's sanitary sewer is pumped from the Merritt Road Lift Station in a 16-inch force main and discharges into an existing 15-inch gravity interceptor line near Heritage Park. The 15-inch gravity interceptor line will be increased to a 30-inch line and is being designed under a separate contract. The sanitary sewer enters the Merritt Road Lift Station (MRLS) via two gravity interceptor lines. One line is a 15-inch from the west and the other is a 27-inch line from the west (see Attachment 1 Project Map).

The pumps in the MRLS are undersized and need replaced to increase the firm capacity of the lift station. Furthermore, the 27-inch gravity interceptor which discharges into the MRLS from the east does not have the capacity for future development. In order to increase the interceptor's capacity, approximately 300 linear feet of line needs to be upsized to a 30-inch line from the MRLS.

As stated previously, the MRLS pumps the sanitary sewer in the existing 16-inch force main into a 15-inch gravity interceptor line near Heritage Park. After a study was completed, it was determined the discharge velocity of the sewer from the force main exceeds the optimum velocity, which will erode and degrade the manhole where the sewer discharges. In order to decrease the velocity, approximately 400 linear feet of 16-inch force main will be replaced with a 24-inch line.

The pumps in the Sachse Road Lift Station (SRLS) are also undersized and need replaced to increase the firm capacity of the lift station (see Attachment 2 Project Map). The scope of the design of this project will include the cost to design the upgrade to the SRLS as well. The pump and sanitary sewer line sizes were based on the Sanitary Sewer Master Plan, which was recently updated.

Policy Considerations

The scope of the project consists of preparing construction plans for new pumps at the MRLS and SRLS, approximately 300 linear feet of 30-inch sanitary sewer line, and 400 linear feet of 24-inch force main line (see Exhibit A). The scope includes two neighborhood meetings to inform the residents around the project area about the project and receive input from the residents. The design will take approximately seven months to complete.

Budgetary Considerations

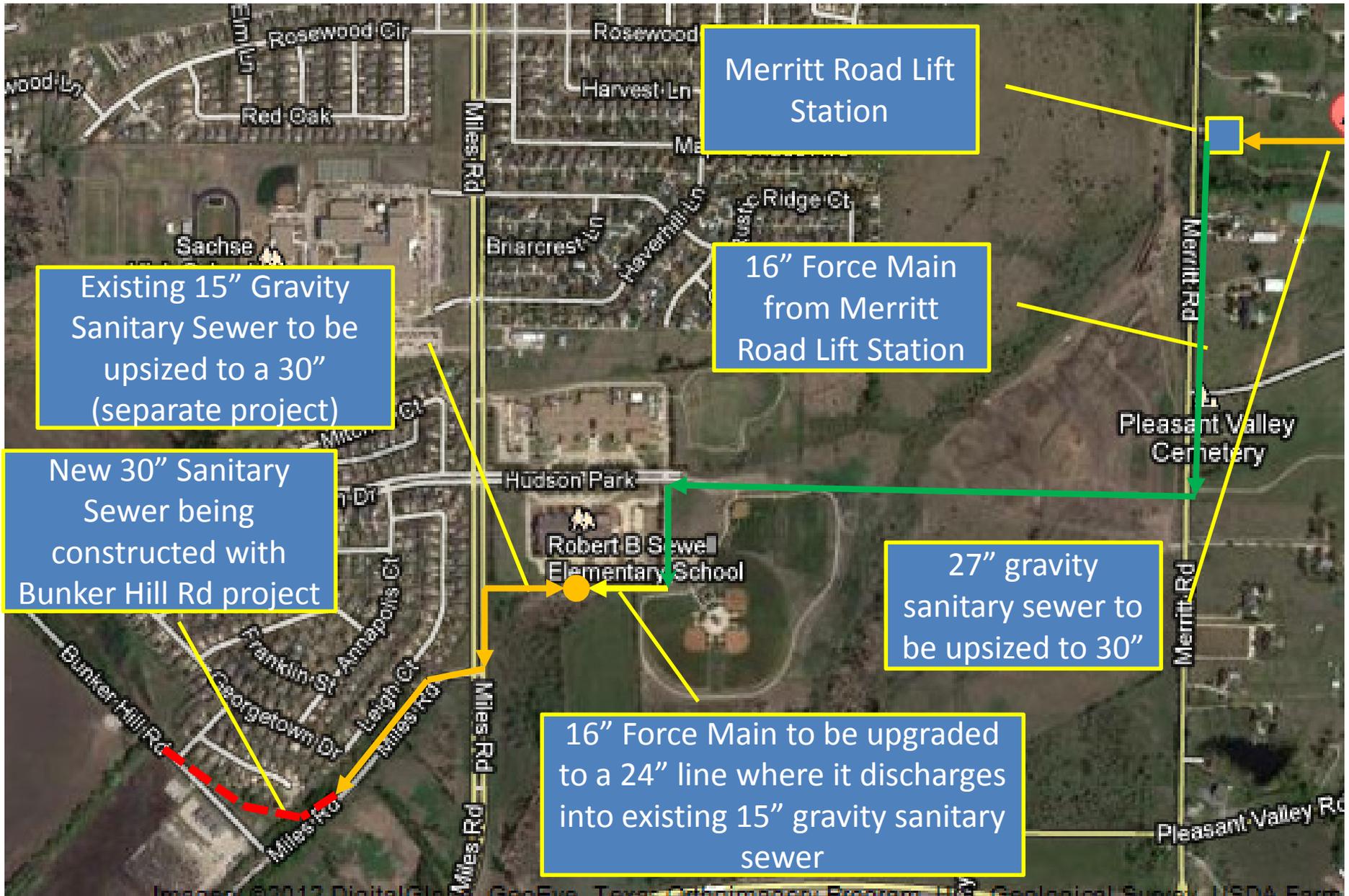
The services, which include the preliminary engineering report and feasibility study, final design phase, surveying, easement acquisition, bidding phase, and construction phase totals \$116,725.00. The estimated construction cost of the sanitary sewer upsizing totals \$971,750.00.

Funds have been budgeted in the 2011-2012 CIP budget for the design of sanitary sewer upgrades to the Merritt Road Lift Station, Sachse Road Lift Station, Merritt Road 16-inch Force Main, and 27-inch Merritt Road Interceptor Line project in the amount of \$150,000. This funding is allocated from the Sanitary Sewer Impact Fees balance. The funds for construction are shown in the 2012-203 CIP budget, which total \$950,000.

Staff Recommendations

Staff recommends the City Council to approve a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a professional services agreement by and between the City of Sachse and CobbFendley, Incorporated, for the engineering design of sanitary sewer upgrades to the Merritt Road Lift Station, Sachse Road Lift Station, Merritt Road 16-inch force main, and Merritt Road 27-inch interceptor line in the amount of one hundred sixteen thousand seven hundred twenty-five dollars and no cents (\$116,725.00); authorizing its execution by the City Manager; and providing an effective date the agreement as a consent item.

Attachment 1 – Project Map



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SACHSE AND COBBFENDLEY, INCORPORATED, FOR THE ENGINEERING DESIGN OF SANITARY SEWER UPGRADES TO THE MERRITT ROAD LIFT STATION, SACHSE ROAD LIFT STATION, MERRITT ROAD 16-INCH FORCE MAIN, AND MERRITT ROAD 27-INCH INTERCEPTOR LINE IN THE AMOUNT OF ONE HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$116,725.00); AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE THE AGREEMENT.

WHEREAS, the City Council has been presented a Professional Services Agreement by and between the City of Sachse and CobbFendley, Inc. to provide engineering design services for upgrades to the Merritt Road Lift Station, Sachse Road Lift Station, Merritt Road 16-inch force main, and Merritt Road 27-inch interceptor line in the amount of one hundred sixteen thousand seven hundred twenty-five dollars and no cents (\$116,725.00), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, upon full review and consideration of the Professional Services Agreement, and all matters related thereto, the City Council is of the opinion and finds the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Professional Services Agreement on behalf of the City of Sachse, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS;

SECTION 1. That the Agreement attached hereto having been reviewed by the City Council of the City of Sachse, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the City Manager is hereby authorized to execute the Professional Services Agreement on behalf of the City of Sachse, Texas.

SECTION 2. This Resolution shall become effective immediately upon its passage.

RESOLVED this 5th day of March, 2012. CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

STATE OF TEXAS § **AGREEMENT FOR PROFESSIONAL SERVICES**
 § **SANITARY SEWER IMPROVEMENTS**
 § **LIFT STATION RENOVATIONS**
 § **16” FORCE MAIN RENOVATION**
 § **27” TRUNK LINE RENOVATION**
COUNTY OF DALLAS §

This agreement (“Agreement”) is made by and between the City of Sachse, Texas (“City”) and Cobb, Fendley & Associates, Inc. (the “Professional”) acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render professional services for the City for Sanitary Sewer System Improvements: Preliminary Engineering Report for Sanitary Sewer Improvements, Two Lift Station Renovations, 16” Force Main Renovation and 27” Trunk Line Renovation (the “Project”) in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

Article I
Term

1.1 This term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until completion of the services provided herein.

1.2 Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party. In the event of such termination, the Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Services

2.1 The Professional shall provide the services specifically set forth in Exhibit “A.”

2.2 The parties acknowledge and agree that any and all opinions provided by the Professional represent the best judgment of the Professional.

CR/

2.3 Schematic Design Documents, Design Development Documents, Contract Documents, drawings, plans, specifications and other documents, including those in electronic form, prepared by the Professional and its consultants, agents, representatives, and/or employees in connection with the Project are intended for the use and benefit of the City. The Professional and its consultants, agents, representatives, and/or employees shall be deemed the authors of their respective part of said Project documents. Notwithstanding, the City shall own, have, keep and retain all rights, title and interest in and to all Project documents, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all such Project documents, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement or the Project. The City shall have full authority to authorize the Contractor, Subcontractors, Sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by the Professional in connection with this Agreement are “works for hire” and shall be the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with the Engineering Practice Act of the State of Texas. Professional shall upon completion of the services, or earlier termination, provide the City with reproductions of all materials reports, and exhibits prepared by Professional pursuant to this Agreement, and in electronic format if requested by the City.

Article III Schedule of Work

The Professional agrees to commence services upon written direction from the City and to complete the required services in accordance with a work schedule established by the City (the “Work Schedule”).

Article IV Compensation and Method of Payment

4.1 The City shall compensate the Professional for the services as set forth in Exhibit “A”. Professional shall invoice the City on a monthly basis for the services performed. Payments shall be made to Professional within thirty (30) days of receiving Professional’s Invoice, provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Professional shall not proceed with any task until receiving a work order from the City. Issuance of work orders under this Agreement shall be at the sole discretion of the City.

4.2 The Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article V Devotion of Time; Personnel; and Equipment

CB/

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance of services required under this Agreement.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Professional.

5.3 The Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Relationship of Parties

It is understood and agreed by and between the parties that in satisfying the conditions of this Agreement, the Professional is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, City shall not: train the Professional, require the Professional to complete regular oral or written reports, require that Professional devote his full-time services to City, or dictate the Professional's sequence of work or location at which the Professional performs his work.

Article VII Insurance

7.1 Professional shall during the term hereof maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Professional's employees involved in the provision of services under this Agreement.

cb/

7.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; and (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

7.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "B" by AM Best or other equivalent rating service, or approved by the City Manager.

7.4 A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article VIII Miscellaneous

8.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings, written or oral agreements between the parties with respect to this subject matter.

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

8.3 Assignment. The Professional may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

8.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

8.6 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

8.7 Severability. 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 effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

CS/

8.8 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.

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

8.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:
Billy George, P.E.
City Manager
L.L.P.
City of Sachse, Texas
5560 Highway 78
Sachse, Texas 75048

With Copy to:
Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith,
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If intended for Professional:

J. Cal Bostwick, P.E., Principal
CobbFendley
6801 Gaylord Pkwy.
Suite 302
Frisco, Texas 75034

8.11 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

8.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

8.13 Indemnification. City SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST City, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "City") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF City. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS City FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS,

cr/

ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE City). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST City IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE PROFESSIONAL, ON NOTICE FROM City, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO City. THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT

8.14 Audits and Records. The Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

8.15 Conflicts of Interests. The Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

(signature page to follow)

EXECUTED this _____ day of _____, 2012.

City of Sachse, Texas

By: _____
Billy George, P.E., City Manager

EXECUTED this 23 day of FEB., 2012.

Professional

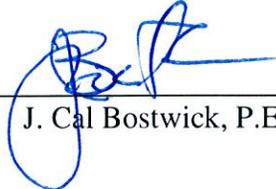
By:  _____
J. Cal Bostwick, P.E., Principal

EXHIBIT "A"

February 24, 2012

Mr. Billy George, P.E.
City Manager
City of Sachse
3815 Sachse Road, Bldg. B
Sachse, TX 75048

**AUTHORIZATION FOR
PROFESSIONAL SERVICES**

Re: 2011 Sanitary Sewer System Improvements:
Preliminary Engineering Report for Sanitary Sewer Improvements
Two Lift Station Renovations
16" Force Main Renovation
27" Trunk Line Renovation

Dear Mr. George:

Cobb, Fendley & Associates, Inc. ("CobbFendley") is pleased to propose professional engineering services to you in connection with your 2011 Sanitary Sewer System Improvements. The scope of this project is for engineering services to complete the work necessary for the upgrade of the Merritt Road Lift Station, Sachse Road Lift Station, 16" Force Main renovation, and 27" trunk line renovation. The project consists of preparing a Preliminary Engineering Report (Design-Feasibility Study), Design of Plans and Specifications for the renovation and upgrade of the Merritt Road Lift Station and the Sachse Road Lift Station, the upgrade of segments of the 16" Merritt Road Force Main, and upgrade of segments of the 27" Sewer Trunk Line that flows into the Merritt Road Lift Station. These sewer projects will assist the City of Sachse in preparation of sewer infrastructure improvements that may be needed in the next five (5) years.

CobbFendley's services are to be performed for the sole benefit of the City of Sachse ("Client"), who shall be responsible for payment of those services. When accepted by the signature of Client's authorized representative, the Authorization and the documents referenced herein shall constitute the entire agreement between Client and CobbFendley ("Engineer") with respect to this project.

The specific tasks to be performed by CobbFendley in conjunction with this project are limited to the following:

SCOPE OF SERVICES**PRELIMINARY PHASE**

1. Attend a preliminary conference with the City of Sachse and other parties with an interest in the project. Review the scope of the project.
2. Perform a drive-thru over the project area, observe and discuss any data that will affect the report.

COBB FENDLEY Ch CLIENT _____

PRELIMINARY ENGINEERING AND REPORT PREPARATION PHASE:

1. Prepare Preliminary Engineering Report with design criteria including pump curves and system curves for the expansion/renovation of the following lift stations (based on the Texas Commission On Environmental Quality Rules: Chapter §217.60- §217.69 *Design Criteria For Sewerage Systems*): Merritt Road Lift Station and Sachse Road Lift Station. Also included in the report shall be recommendations for segments of the 16" Merritt Road Sewage Force Main, and the upgrade of the 27" Sewage Trunk Line that flows into the Merritt Road Lift Station to be upgraded. Provide an odor control evaluation to determine if the current system is working and offer alternatives on other systems.

DESIGN PHASE:

1. Prepare plans that include a cover sheet, location map, existing conditions at both Merritt Road and Sachse Road lift stations that include existing pumps, lift station volumes/storage, electrode location and lift station sizes. Prepare plans that show plan/elevations of new pumps, electrodes, storage, etc. These plans will also include the pump curves and system curves.
2. The electrical engineer will prepare plans and specifications that will include complete electrical plans, elevations, one-line diagrams and control schematics. All existing pumps will sequentially be removed, including the electric services, distribution and control switchgear. The existing pumps will be replaced by pumps of higher horsepower. These larger pumps will require new services be put into place with corresponding distribution and duplex/quadruplex controls. Pumps shall be replaced one at a time. Careful sequencing of construction will be required to ensure that at least one pump at the Sachse Road Lift Station and two pumps at the Merritt Road Lift Station continue to run during installation. The existing lighting panels for support loads such as the site lighting, warning siren, and maintenance outlets, etc. will be re-fed from the new switchgear. A motorized hoist will replace the existing manual lifts and will be fed from the new switchgear at both sites. An alternate bid item will be included for on-site generator installation including the wiring and automatic switchgear required for the generator to start once power failure occurs.
3. Field survey will be performed on segments of both the 16" Merritt Road force main and the 27" trunk sanitary sewer that feeds the Merritt Road Lift Station. Measurements will be taken at both lift station sites to confirm dimensions on the existing plans.
4. Plan/profile sheets will be developed depicting segments of both the 16" force main and the 27" outfall sewer line that will require replacement. New construction will occur in the same trench as the existing pipelines. Thus, sewage must be pumped around the new construction areas. Coordination will be required for the replacement of the 16" force main by prolonging and coordinating the force main construction with the lift station cycle time. CobbFendley will prepare alternate bid for trenchless alternatives (pipe bursting) to constructing the 16" force main and 27" gravity main in the same trench, and provide cost estimates for each alternative.
5. Pumps with higher horsepower will be required at both lift stations. New explosion- proof, electric, submersible pumps will be required at both lift stations. Additionally, new power

- cables, stainless steel lifting chains, new discharge elbows, and guide bar brackets will be required. (*Note: the delivery time for these pumps is approximately 3.5 months*)
6. Standard details for electrical and sanitary sewer construction will be prepared and included in the plans. Trench excavation protection and construction site restoration shall be included in the specifications and bid proposal.
 7. Bid proposal forms for construction shall be prepared. In addition, CobbFendley will provide the instructions to bidders, general conditions, bid bond, performance bond, maintenance bond, and payment bond.
 8. CobbFendley will provide the City of Sachse with copies of approved Contract Documents (drawings, specifications, contract, notice to proceed, and bid proposal form).
 9. CobbFendley will include in the design specifications, all relevant items from Attachment "B" of this contract.
 10. CobbFendley will prepare temporary construction easements for the installation of new sewer lines to be installed in the existing easements.

CONSTRUCTION PHASE:

1. Prepare the advertisement for bid of the project. The City of Sachse shall be responsible for publishing the advertisement in the newspaper.
2. Conduct a bid opening, tabulate the bids and review bids for completeness and accuracy.
3. Perform Contractor eligibility verification.
4. Issue the Notice to Proceed to the construction contractor.
5. Make periodic visits to the site (as distinguished from the continuous services of a resident project inspector) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, the Engineer will endeavor to protect the City of Sachse against defects and deficiencies in the work of the Contractor, but he cannot guarantee the performance of the Contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor takes or should take.
6. Consult and advise with the City; issue all instructions to the Contractor requested by the City; and prepare and issue routine change orders with the City's approval.
7. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor submits. This review is for benefit of the City and covers only general conformance with the information given by the Contract Documents. The Contractor is to review and stamp his approval on submittals prior to submitting to Engineer, and review by Engineer does not relieve the Contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete workable facility in accordance with the Contract Documents. Engineer is not responsible for any errors in the review.

8. Obtain and review monthly and final estimates for payments to contractors and assemble written guarantees which are required by the Contract Documents.
9. CobbFendley will attend 2 public meetings and prepare exhibits to show at the meetings.

EXCLUSIONS FROM THE SCOPE OF SERVICES

Specific items excluded from this proposal are as follows:

1. Application or review fees.
2. Boundary surveying, construction staking, or lot platting.
3. Abstracting the property, obtaining a title report or obtaining adjoining deeds.
4. Civil site work for engineering drawings.
5. Research of commercial deed restrictions and legal issues.
6. Wetlands determination or assessment.
7. Soil, water or other environmental testing or environmental assessment of any kind.
8. Offsite hydraulic or hydrologic analyses.
9. Any other services not specifically included within the description of the Basic Services or Other Services as described above.
10. CobbFendley will prepare and provide record drawings to the City (one digital version in PDF format and two 24"x36" copies).

ADDITIONAL SERVICES

Services not included in the description of Scope of Services in this proposal may be provided by CobbFendley. If the City authorizes additional services to be performed by CobbFendley, said services shall be provided in accordance with the standard rate schedule.

BASIS OF COMPENSATION

CobbFendley will provide the following Basic Services based on a Lump Sum fee as detailed below:

Basic Services

ENGINEERING AND REPORT PREPARATION PHASE

Preliminary Engineering Report & Feasibility Study	\$14,000.00
Engineering Design Services	\$54,400.00
Survey Services	\$ 4,900.00
Electrical Engineering Services	\$20,625.00
Easement Acquisition Services	\$ 7,000.00
Construction Administration Services	\$13,800.00
Record Drawings Preparation	\$2,000.00
TOTAL FEES.....	\$116,725.00

SCHEDULE OF SERVICES

CobbFendley is authorized to begin work on this project immediately upon receipt of Client's signature on this Authorization and any additional authorizations that may be required from the property owner.

Any delay by Owner or Client in providing proper and sufficient documents may delay CobbFendley's performance of its services, in which case CobbFendley shall be entitled to an extension of time to complete those services.

PROPOSAL ACCEPTANCE

If this proposal is agreeable to you, please indicate your acceptance by signing in the space provided below and return one copy to us for our file. This proposal is void if not accepted within thirty days of the date hereon. The opportunity to propose professional engineering services to your firm is appreciated and we look forward to working on this project with you.

Sincerely,



J. Cal Bostwick, P.E.
Principal

This proposal accepted by:

Billy George, P.E.
City Manager

Attachments

Date of Authorization



COBB, FENDLEY & ASSOCIATES, INC.
2012 STANDARD RATE SCHEDULE #450
January 1, 2012 – December 31, 2012

Principal.....	\$245.00/HR
Senior Project Manager	\$175.00/HR
Project Manager	\$160.00/HR
Project Engineer III	\$150.00/HR
Project Engineer II	\$130.00/HR
Project Engineer I	\$105.00/HR
Senior Engineer	\$195.00/HR
Senior Hydrologist	\$175.00/HR
Senior Technician	\$115.00/HR
Technician III	\$100.00/HR
Technician II	\$90.00/HR
Technician I	\$80.00/HR
Licensed State Land Surveyor	\$200.00/HR
Registered Professional Land Surveyor.....	\$145.00/HR
4- Man Survey Crew	\$160.00/HR
3- Man Survey Crew	\$140.00/HR
2- Man Survey Crew	\$125.00/HR
Construction Manager.....	\$137.00/HR
Senior Field Construction Observer	\$100.00/HR
Field Construction Observer	\$88.00/HR
Utility Specialist.....	\$115.00/HR
Telecommunications Designer.....	\$85.00/HR
Telecommunications Fieldman	\$75.00/HR
GIS Manager	\$130.00/HR
GIS Analyst.....	\$90.00/HR
Post Processing GPS Data.....	\$95.00/HR
Right-of-Way Agent	\$105.00/HR

Administrative \$85.00/HR

COBB, FENDLEY & ASSOCIATES, INC.
2012 STANDARD RATE SCHEDULE #450
January 1, 2012 – December 31, 2012
(Continued)

Clerical \$60.00/HR

GPS \$32.00/HR/Receiver

SUBSURFACE UTILITY ENGINEERING

Level C & D (Without Level B) \$0.45/Foot

Level B – Designation (Without Level C & D)..... \$1.43/Foot

Level A – Location (Non-Destructive Excavation):

- Vertical Depth: 0 Ft. – 5 Ft..... \$1,125/Hole
- 5 Ft. – 8 Ft..... \$1,580/Hole
- 8 Ft. – 13 Ft..... \$1,825/Hole
- 13 Ft. – 20 Ft..... \$2,510/Hole
- > 20 Ft..... \$3,600/Hole

Ground Penetrating Radar \$250/HR

SUE Technician (With Equipment)..... \$98/HR

Vacuum Excavation Truck with 2 Technicians \$250/HR

Traffic Control Officer..... @ Cost + 10%

Traffic Control (Lane Closures, etc.) To Be Negotiated

Permits (Local, State, etc.)..... @ Cost + 10%

Designation & Traffic Control Vehicles..... \$3.40/Mile

Location Vehicles..... \$6.80/Mile

REIMBURSABLE EXPENSES

Technology Fee (*) \$3.75/HR

Consultant or Specialty Contractor (Outside Firm)..... @ Cost + 10%

Courier, Special Equipment Rental @ Cost + 10%

Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.) @ Cost

Mileage (Standard Car or Truck)..... IRS Approved Rate

Per Diem for Out of Town Travel (Per Day/Person) \$35/Day

Title Plant Charges @ Cost + 10%

Other Misc. Expenses Related to the Project..... @ Cost + 10%

In-House Reproduction:



- Copies (Up to 11" x 17")..... \$0.15/Each
- Color Prints (Up to 11" x 17")..... \$1.50/Each

COBB, FENDLEY & ASSOCIATES, INC.
2012 STANDARD RATE SCHEDULE #450
January 1, 2012 – December 31, 2012
(Continued)

- Color Prints (Larger than 11" x 17")..... \$3.00/Sq. Ft.
- Bluelines (All Sizes)..... \$1.00/Each
- Bond Prints (All Sizes)..... \$2.00/Each
- Mylar Prints \$12.00/Each
- Vellum Prints \$9.00/Each

(*) Technology charges added to each billable man-hour.

**SUPPLEMENT NO. __ TO ORIGINAL AGREEMENT
DATED _____**

Project No.: _____

Project Title: _____

Client or Responsible Party: _____

Date: _____

Clients' Authorizing Agent: _____

Telephone No.: _____

Fax No.: _____

Address: _____

CobbFendley Project Manager: _____

Scope of Additional Services: _____

Additional Services Requested By:

- Fax From _____ Dated _____
- Phone Conversation with _____ on _____
- Direct Contact with _____ on _____

The fee for the above services will be billed according to the following:

- A fixed fee in the amount of _____ to be paid in addition to the full amount of the original agreement.
- A budgeted fee in the amount of _____ to be billed on an hourly basis according to the attached rate schedule that will be paid in addition to the full amount of the original agreement.
- Estimated reimbursable expenses of _____ covering reproduction, mileage, delivery charges, etc. to be billed in accordance with the attached rate schedule.

Execution of this document and return by facsimile to Cobb, Fendley & Associates, Inc. will serve as authorization for CobbFendley to perform additional services and the Client agrees to pay the additional fee referenced above. Activities associated with the additional services will not commence until CFA receives this document executed by the responsible party.

The provisions of the Authorization for Professional Services as well as General Terms and Conditions of the Authorization for Professional Services, attached to the original agreement, apply to this Supplement.

Sincerely,
COBB, FENDLEY & ASSOCIATES, INC.

This proposal accepted by: _____

DO NOT SIGN HERE – FOR INFORMATION ONLY

J. Cal Bostwick, P.E.

Regional Infrastructure Manager _____

ATTACHMENT "A"

GENERAL TERMS AND CONDITIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES

1. COST PROJECTIONS

If included in CobbFendley's scope of services, opinions or estimates of probable construction costs are prepared on the basis of CobbFendley's experience and qualifications and represent CobbFendley's judgment as a professional generally familiar with the industry. However, since CobbFendley has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, CobbFendley cannot and does not guarantee, represent or warrant that proposals, bids, or the actual construction cost will not vary from CobbFendley's opinions or estimates of probable construction cost.

2. PROFESSIONAL STANDARDS

CobbFendley agrees to perform its services in accordance with the standard of professional care used by other practicing professional engineers of ordinary prudence in the same field of engineering and performing the same type of work in CLIENT'S community under the same or similar circumstances. CobbFendley makes no other warranty, expressed or implied.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS

CobbFendley shall have no liability or responsibility for the discovery, presence, handling, removal, disposal, cleanup, or exposure of persons or other property to underground substances, hazards, or conditions or other latent substances, hazards or conditions (including but not limited to contaminants, pollutants, chemicals or other hazardous or toxic solids, liquids or gases of any kind), Client acknowledges that CobbFendley is performing professional services for Client and CobbFendley is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA)

4. FORCE MAJEURE

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

5. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by CobbFendley, it is agreed that the Contractor, not CobbFendley, is responsible for the construction of the project, and that CobbFendley is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. CobbFendley shall not be obligated to make exhaustive or continuous on-site inspections to check the quality or adequacy of construction or to verify that the work or materials of any contractor, subcontractor or materials supplier is in compliance with the plans and specifications.

6. ALTERNATIVE DISPUTE RESOLUTION

In the event that any dispute shall arise between Client and CobbFendley regarding the parties rights or obligations under this Agreement, the parties shall, as a condition precedent to taking any action against one another make a good faith effort to resolve such disagreements by negotiation and/or non-binding mediation.

7. LEGAL EXPENSES

In the event that legal action is brought by CLIENT or CobbFendley against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

8. AUTHORIZATION OF OWNER

Client hereby authorizes CobbFendley to enter upon the property for the purpose of conducting CobbFendley services thereon. If Client is not the Owner of the property, Client agrees to obtain such authorization from the Owner and provide same in writing to CobbFendley.

9. SALES TAX

To the extent that state sales taxes apply to any of the services or materials to be provided hereunder, such taxes are in addition to and are not included in the proposed fees of this Authorization.

ATTACHMENT "B"

LIFT STATION SPECIFICATIONS

Some input from the Electricians and Wastewater Crew to the Engineers

1. Pump control panels should have 3-point door latches. The multi-latch doors never get tightened with the result that moisture and corrosive sewer gases enter the enclosure.
2. All pump panels should have a heater with thermostat to prevent condensation.
3. Pump 'RUN' lights in pump panel doors. These must be bright enough to be readable in bright sunlight. This would be in addition to any LED's which may exist in a controller that may be used. Easy, definite walk-up identification of pump status without having to squint, shade the indicator or read anything is the goal.
4. Awning over panels to allow opening panels in light rain without introducing water into the panel. This will also shade the panel to prevent excessive heat build-up in the summer.
5. Nothing but stainless steel, galvanized steel and aluminum for panels, structural supports and fasteners. NO RUST!
6. No metal other than stainless steel in the wetwells – fasteners, racks, hooks, etc. NUMEROUS wet wells presently have fasteners and brackets which are severely deteriorated/corroded.
7. H-O-A pump switches with 'maintained' contacts in each position.
8. Nothing mounted to floor or sides of panels – backplane only. The panels may have to be slightly larger to accomplish this.
9. NO conduit entries in tops panels. It is preferable to use a 'T' conduit with the side hub used to enter the enclosure. This leaves a threaded hub pointing downward which can hold a screw-in vent through which condensation can drain. Top entries = water leaks sooner or later.
10. Conduits stubbed maximum of 3" into wet wells. Some long stubs have made pump retrieval difficult.
11. Minimum of 36" between front of pump panel and edge of wet well opening. Some stations have almost no standing room between panel door and open wet well. This makes weekly inspections and maintenance unnecessarily perilous.
12. Establish minimum wet well opening clearances for pump removal. We need a minimum of a 4" margin on all sides of the pump to prevent having to wrestle the pump around to get it out. Damage to cables and pump rails can result. Some stations have very tight clearance making pump removal difficult. Future pump upgrades may not be possible without replacing the wetwell door with the next larger size.
13. All submersible pumps should be supplied with stainless steel retrieval chain attached at top of wet well and looped through pump lifting eye. Also need matching chain choker. This facilitates pump removal when it is not possible or advisable to pump the well dry before removing pump.

14. High leg of any 240 volt Delta service identified with ORANGE tape at the first termination in the pump panel and wherever taps for 120 volts are made to a three-phase terminal block.

15. ALL wire terminations in pump panels, regardless of size or voltage, to be made by coating bare conductors with 'NO-ALOX' or similar corrosion proofing coating before terminating the wire. Mild to SEVERE corrosion of ALL wire terminations in lift station panels is a problem all over the city.

16. LARGE vapor absorbing capsules in pump panels and one spare capsule to be stored with the spare fuses. The capsules we've seen are tiny, ineffective and short-lived.

17. All conduits from wet well to pump panel or other electrical enclosures sealed with 'duct seal' at their respective entrance into said panel. We have found some fairly new stations with open conduits entering the panels with the result that all copper has turned black. Using seal-off fittings and filling them with sealing compound, urethane foam, etc. causes a maintenance nightmare when it becomes necessary to replace a pump power cable. The compound is extremely difficult to remove and the cords are effectively glued to the conduits.

18. No more than two (2) wires terminated on each pressure terminal.

19. Leave a minimum of 16" slack in pump power cables in the pump panel. This makes it possible to correct corroded cables by cutting the cable back to get fresh copper and re-terminate the wires.

20. Only ONE pump power cable per conduit. Conduit should be sized to facilitate future replacement of cable with minimum of difficulty. 2" minimum.

21. Minimum conduit size for float cables should be 1 ½". Minimum conduit size for transducer or probe cable should be 1 ¼". These cables MUST NOT share a conduit with pump cables or any other cables/wires. Replacement of floats/probes/transducers is made difficult and unnecessarily time-consuming when their cables share conduits with other wiring, especially pump cables. The cables become intertwined during installation. They also stiffen and bond to each other over time.
22. Wet well vents and other exposed piping/conduits should not be installed directly between the panels and the wet well opening. Many lift stations have a permanent trip hazard because this practice has not been observed.

23. In 240 volt pump panels, the service receptacle should be powered from a leg of the service, not from a transformer in the panel. Using a transformer large enough to power a receptacle requires a large transformer that takes up space, increases cost and adds significant heat to the enclosure.

24. Consider eliminating 240/120 volt transformers from 240 volt lift stations. Proper TVSS protection should allow any electronics to be powered from line voltage. This would decrease cost, eliminate a potential point of failure and reduce temperature in the panel.

25. Lift stations where level indication is not required by SCADA may be controlled with float switches and an MPE brand duplexer. Using a probe or ultrasonic level transmitter system in these stations is unnecessarily expensive and complex both to purchase and maintain. Reliability and maintenance requirements for float systems is acceptable. In the event of a power outage, a

high-level float can still give a high-level alarm via the back-up battery in the RTU. Probes and ultrasonic units are rendered useless in a power outage.

26. Overhead cranes at lift stations are too short in every existing installation. Please consider – the height of open wetwell doors, the overall height of the specified pump and also future upgrade pumps, the maximum lifting height from top of wetwell to hoist hook. The common error in specifying crane frame height is not realizing that a 3' to 4' lead chain with hook is ALWAYS used between the hoist hook and the pump lifting bale. Hoist cables at some lift stations are just a little too short even when using a lead chain and should be 12" to 24" longer to easily reach the bottom of the well.

27. All new lift stations in the City of Rowlett shall supply pump run status confirmation to the SCADA system via current sensors, not just contact closures on the motor starters. Presently, all we know from the SCADA is that the motor starters are energized. The pump may or may not be running.

28. Pumps that utilize a separate cable for liquid sensors, temperature sensors or other control and monitoring parameters, should run from wet well to pump control panel in a separate conduit. Putting them in the same conduit as the power cable makes replacing either cable more difficult and time consuming than it needs to be.

29. Pump station electrical services should incorporate a fusible horsepower-rated double-throw disconnect switch for the purpose of disconnecting the electric utility and allowing complete isolation of a generator that may be connected to the station in a power outage. Utility-side fuses should be sized to protect the station. Generator-side fuses should be sized to protect the generator leads (380 amps).

30. Most pump panels should have been be the next larger size. Components and wiring are usually installed in a minimum size cabinet which makes service, modification and component replacement unnecessarily difficult and sometimes hazardous.

31. On larger lift stations, include on site backup generators. Currently, we have one (1) trailer mounted generator with the capacity to run our largest lift station, and one (1) 6" trailer mounted pump used for emergency bypassing.

32. Emergency bypass suction and discharge lines should have 6" quick connects for easy hook up to back up pump.



Legislation Details (With Text)

File #: 12-0713 **Version:** 1 **Name:** Engineering for Bunker Hill SS Upsizing Project
Type: Regular Agenda Item **Status:** Agenda Ready
File created: 2/16/2012 **In control:** City Council
On agenda: 3/5/2012 **Final action:**

Title: Consider a resolution approving a professional services agreement with KSA Engineers, Incorporated for the engineering and design of the Bunker Hill Sanitary Sewer Upsize project in the amount of eighty thousand and five hundred dollars and no cents (\$80,500.00).

Executive Summary

The gravity sanitary sewer interceptor line which conveys the sanitary sewer from the Merritt Road Lift Station force main outfall at Heritage Park to the gravity line along Bunker Hill Road is undersized for the future development of the City. This item will approve a professional services agreement for the engineering design of the upsizing of the Bunker Hill sanitary sewer interceptor line to a 30-inch diameter pipe.

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution for KSA Bunker Hill SS](#)
[Attachment 1 – Project Map](#)
[Exhibit A](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution approving a professional services agreement with KSA Engineers, Incorporated for the engineering and design of the Bunker Hill Sanitary Sewer Upsize project in the amount of eighty thousand and five hundred dollars and no cents (\$80,500.00).

Executive Summary

The gravity sanitary sewer interceptor line which conveys the sanitary sewer from the Merritt Road Lift Station force main outfall at Heritage Park to the gravity line along Bunker Hill Road is undersized for the future development of the City. This item will approve a professional services agreement for the engineering design of the upsizing of the Bunker Hill sanitary sewer interceptor line to a 30-inch diameter pipe.

Background

The City’s sanitary sewer is treated by the City of Garland. Over 70% of the City’s sanitary sewer is pumped from the Merritt Road Lift Station in a force main and discharges to an existing 15-inch gravity interceptor line near Heritage Park (see Attachment 1 Project Map). This 15-inch gravity interceptor line extends from the outfall of the force main at Heritage Park eventually to Bunker Hill Road where it discharges into a metering station before the sanitary sewer enters into the City of Garland sanitary sewer system. The existing 15-inch

sanitary sewer interceptor is undersized to accommodate the City's future service capacity. Therefore, the gravity interceptor needs to be upsized.

The section of the existing 15-inch interceptor from the metering station to a manhole located northeast of the intersection of Old Miles Road and Bunker Hill Road is being upsized as part of the Bunker Hill Road reconstruction project. This professional services agreement will provide for the engineering design of a 30-inch PVC pipe, which will extend from the manhole northeast of the intersection of Old Miles Road and Bunker Hill Road (where the Bunker Hill Road project terminates) to the outfall of the force main from the Merritt Road Lift Station at Heritage Park (see Attachment 1 Project Map). The 30-inch size was based on the Sanitary Sewer Master Plan, which was recently updated.

Policy Considerations

The scope of the project consists of preparing plans, specifications, and contract documents for approximately 2,700 linear feet of 30-inch sanitary sewer line (see Exhibit A). The project will begin at Heritage Park at the discharge point of the Merritt Road Lift Station force main and proceed across Miles Road to a manhole located northeast of the intersection of Old Miles Road and Bunker Hill Road. In conjunction with this project, the design engineer will evaluate current odor issues associated with this line and recommend additional odor control mechanisms as appropriate.

The scope includes two neighborhood meetings to inform the residents around the project area about the project and receive input from the residents. The design will take approximately seven months to complete.

Budgetary Considerations

The basic services, which include the preliminary design phase, final design phase, bidding phase, and construction phase totals \$49,500. The additional services include the surveying, easement documentation development, neighborhood meetings, and odor control evaluation totals \$31,000. The total cost of the engineering and design is \$80,500. The estimated construction cost of the sanitary sewer upsizing totals \$663,320.

Funds have been budgeted in the 2011-2012 CIP budget for the design of the Bunker Hill Sanitary Sewer Upsizing project in the amount of \$150,000. This funding is allocated from the Sanitary Sewer Impact Fees balance. The funds for construction are shown in the 2012-203 CIP budget, which total \$625,000.

Staff Recommendations

Staff recommends the City Council to approve a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a professional services agreement by and between the City of Sachse and KSA Engineers, Incorporated, for the engineering design of the Bunker Hill Sanitary Sewer Upsizing project in the amount of eight thousand five hundred dollars and no cents (\$80,500.00); authorizing its execution by the City Manager; and providing an effective date the agreement as a consent item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SACHSE AND KSA ENGINEERS, INCORPORATED, FOR THE ENGINEERING DESIGN OF THE BUNKER HILL SANITARY SEWER UPSIZING PROJECT IN THE AMOUNT OF EIGHTY THOUSAND AND FIVE HUNDRED DOLLARS AND NO CENTS (\$80,500.00); AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE THE AGREEMENT.

WHEREAS, the City Council has been presented a Professional Services Agreement by and between the City of Sachse and KSA Engineers, Inc. to provide engineering design services for the Bunker Hill Sanitary Sewer Upsizing project in the amount of eighty thousand and five hundred dollars and no cents (\$80,500), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, upon full review and consideration of the Professional Services Agreement, and all matters related thereto, the City Council is of the opinion and finds the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Professional Services Agreement on behalf of the City of Sachse, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS;

SECTION 1. That the Agreement attached hereto having been reviewed by the City Council of the City of Sachse, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the City Manager is hereby authorized to execute the Professional Services Agreement on behalf of the City of Sachse, Texas.

SECTION 2. This Resolution shall become effective immediately upon its passage.

RESOLVED this 5th day of March, 2012. CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

Attachment 1 – Project Map



STATE OF TEXAS §
 § **AGREEMENT FOR PROFESSIONAL SERVICES**
COUNTY OF DALLAS §

This agreement (“Agreement”) is made by and between the City of Sachse, Texas (“City”) and KSA Engineers, Inc. (the “Professional”) acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render professional services for the City for Haverhill Pavement Reconstruction (the “Project”) in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

Article I
Term

1.1 This term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until completion of the services provided herein.

1.2 Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party. In the event of such termination, the Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Services

2.1 The Professional shall provide the services specifically set forth in Exhibit “A.”

2.2 The parties acknowledge and agree that any and all opinions provided by the Professional represent the best judgment of the Professional.

2.3 Schematic Design Documents, Design Development Documents, Contract Documents, drawings, plans, specifications and other documents, including those in electronic form, prepared by the Professional and its consultants, agents, representatives, and/or employees in connection with the Project are intended for the use and benefit of the City. The Professional and

its consultants, agents, representatives, and/or employees shall be deemed the authors of their respective part of said Project documents. Notwithstanding, the City shall own, have, keep and retain all rights, title and interest in and to all Project documents, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all such Project documents, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement or the Project. The City shall have full authority to authorize the Contractor, Subcontractors, Sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by the Professional in connection with this Agreement are “works for hire” and shall be the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with the Engineering Practice Act of the State of Texas. Professional shall upon completion of the services, or earlier termination, provide the City with reproductions of all materials reports, and exhibits prepared by Professional pursuant to this Agreement, and in electronic format if requested by the City.

Article III Schedule of Work

The Professional agrees to commence services upon written direction from the City and to complete the required services in accordance with a work schedule established by the City (the “Work Schedule”).

Article IV Compensation and Method of Payment

4.1 The City shall compensate the Professional for the services by payment of a fee not to exceed \$50,200 without the City’s prior written approval.

4.2 The Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance of services required under this Agreement.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the

performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Professional.

5.3 The Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Relationship of Parties

It is understood and agreed by and between the parties that in satisfying the conditions of this Agreement, the Professional is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, City shall not: train the Professional, require the Professional to complete regular oral or written reports, require that Professional devote his full-time services to City, or dictate the Professional's sequence of work or location at which the Professional performs his work.

Article VII Insurance

7.1 Professional shall during the term hereof maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Professional's employees involved in the provision of services under this Agreement.

7.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; and (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

7.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "B" by AM Best or other equivalent rating service, or approved by the City Manager.

7.4 A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article VIII Miscellaneous

8.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings, written or oral agreements between the parties with respect to this subject matter.

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

8.3 Assignment. The Professional may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

8.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

8.6 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

8.7 Severability. 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 effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.8 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.

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

8.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:
William K. George
City Manager
City of Sachse, Texas
3915-B Sachse Road
Sachse, Texas 75048

With Copy to:
Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If intended for Professional:

8.11 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

8.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

8.13 Indemnification. City SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST City, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "City") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF City. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS City FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE City). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST City IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE PROFESSIONAL, ON NOTICE FROM City, SHALL DEFEND SUCH ACTION OR

PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO City. THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT

8.14 Audits and Records. The Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

8.15 Conflicts of Interests. The Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

(signature page to follow)

EXECUTED this _____ day of _____, 2012.

City of Sachse, Texas

By: _____
William K. George, City Manager

Approved as to form:

By: _____
Peter G. Smith, City Attorney

EXECUTED this _____ day of _____, 2012.

KSA Engineers, Inc.

By: _____
Name: _____
Title: _____

Exhibit "A"
Scope of Services

EXHIBIT A

1. Specific Project Data

A. Title: Haverhill Lane Reconstruction

B. Description: Engineer shall prepare plans, specifications, and contract documents for the reconstruction of Haverhill Lane from Miles Road to Hunters Ridge Road. Reconstruction will include lime stabilization of the subgrade, placement of concrete pavement with a monolithic curb, and sidewalk repairs including installation of barrier free ramps. (The pavement section shall be consistent with City of Sachse pavement criteria).

2. Services of Engineer

Services to be provided include the following:

PART 1 – BASIC SERVICES

A.1.01 Study and Report Phase – Not Used

A.1.02 Preliminary Design Phase

- A. After determination by Owner of the scope, extent, character or design requirements of a Specific Project, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project.
 2. Participate in one neighborhood meeting during preliminary design phase. Provide a large exhibit and other digital information to supplement a presentation to be prepared by the Owner.
 3. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 4. Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.
 5. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer.
 6. Furnish the Preliminary Design Phase documents to and review them with Owner.

7. Submit to Owner the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to Owner.

A.1.03 Final Design Phase

- A. After determination by Owner of the scope, extent, character, or design requirements of a Specific Project, including the acceptance of any specific modifications by Owner of a preceding phase or Specific Project, Engineer shall:
1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist Owner in consultations with appropriate authorities.
 3. Provide Owner a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer.
 4. Prepare and furnish Bidding Documents for review and approval by Owner, its legal counsel, and other advisors, as appropriate, and assist Owner in the preparation of other related documents.
 5. Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to Owner.
- B. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established one.
- D. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required have been delivered to Owner.

A.1.04 Bidding or Negotiating Phase

A. The Engineer shall:

1. Assist Owner in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, participate in pre-bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
4. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work. Specifically, Engineer shall review the Contractor's qualifications and provide a letter of recommendation to award the Bid.

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

A.1.05 Construction Phase

A. Engineer shall:

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement.
2. *Resident Project Representative (RPR).* The City Staff will observe the contractor's work on a daily basis. The engineer will visit the site at least once a week during construction. The engineer will not be providing resident project representative services on this project at the request of the City.
3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified.
4. *Pre-Construction Conference and Pre-Construction Neighborhood Meeting.* Participate in one pre-construction conference and one pre-construction neighborhood meeting prior to commencement of Work at the Site.
5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
6. *Visits to Site and Observation of Construction.* In connection with observations of Work in progress :

- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Engineer in the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and such observations, Engineer will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site of the Specific Project will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
7. *Defective Work.* Have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.
8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to

safety precautions and programs incident thereto. Engineer has an obligation to meet any Contractors submittal schedule that has earlier been acceptable to Engineer.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
12. *Inspections and Tests.* Require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. *Disagreements between Owner and Contractor.* Render formal written decisions on all claims of Owner and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in paragraph A.1.05.A.6.a are expressly subject to the limitations set forth in paragraph A.1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of the Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work in progress

or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such Engineer's review will be limited as provided in paragraph A.1.05.A.10.
- c. Engineer shall transmit these documents to Owner.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

17. *Final Notice of Acceptability of the Work.* Conduct a final payment inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

18. *Record Drawings.* Prepare record drawings based on field markups provided by the Owner and Contractor. Engineer shall provide a pdf digital copy and 2 full size sets to the Owner.

B. Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for a Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If a Specific Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A.1.06 Post-Construction Phase – Not Used.

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in the Agreement, subject to the following:
Additional Owner responsibilities - The Owner will provide City staff to observe the contractor's work. The Owner will provide the services of an independent testing lab to verify the test results supplied by the contractors testing lab.

4. **Times for Rendering Services**

<u>Phase</u>	<u>Completion Date</u>
<u>Preliminary Design Phase</u>	<u>4 weeks</u>
<u>Final Design Phase</u>	<u>3 weeks</u>
<u>Bidding Phase</u>	<u>as required</u>
<u>Construction Phase</u>	<u>as required</u>

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Total Fee</i>
<i>Basic Services</i>		
<i>Preliminary Design Phase</i>	<i>Lump Sum</i>	<i>\$13,000.00</i>
<i>Final Design Phase</i>	<i>Lump Sum</i>	<i>\$10,000.00</i>
<i>Bidding Phase</i>	<i>Lump Sum</i>	<i>\$7,000.00</i>
<i>Construction Phase</i>	<i>Lump Sum</i>	<i>\$13,000.00</i>
	<i>Total Basic Services</i>	<i>\$43,000.00</i>
<i>Additional Services</i>		
<i>Design Survey</i>	<i>Hourly / Reimbursable</i>	<i>\$4,000</i>
<i>Two Neighborhood Meetings</i>	<i>Lump Sum</i>	<i>\$1,000</i>
<i>Establish Horizontal and Vertical Control for the Contractor's use in Construction Staking</i>	<i>Hourly / Reimbursable</i>	<i>\$1,000</i>
<i>TAS Plan Review, Filing Fee and Inspection</i>	<i>Hourly / Reimbursable</i>	<i>\$1,200</i>
	<i>TOTAL Contract</i>	<i>\$50,200.00</i>

6. **Exclusions:** Tasks specifically excluded from this contract as work to be provided by the Engineer are as follows:

a) Preparation of a Storm Water Pollution Prevention Plan (SW3P)

- b) Geotechnical Investigation. Reconstruction of streets to meet specific design criteria will not be provided. The streets shall be reconstructed in accordance with the standard pavement section provided by the Owner.
- c) The services of a resident project representative will not be provided by the Engineer.
- d) No drainage improvements outside of the street right of way shall be designed by the Engineer.
- e) No utility relocations will be designed except for minor adjustments due to conflicts with the proposed pavement section.



Legislation Details (With Text)

File #:	12-0714	Version:	1	Name:	Haverhill Lane design
Type:	Regular Agenda Item	Status:		Status:	Agenda Ready
File created:	2/16/2012	In control:		In control:	City Council
On agenda:	3/5/2012	Final action:		Final action:	

Title: Consider a resolution approving a professional services agreement with KSA Engineers, Incorporated for the engineering and design of the Haverhill Lane Reconstruction project in the amount of fifty thousand two hundred dollars and no cents (\$50,200.00).

Executive Summary

Haverhill Lane has been planned to be reconstructed between Miles Road and Hunters Ridge Road. The roadway structure has failed and is need of replacement. This item will approve a professional services agreement for the engineering design of the reconstruction of Haverhill Lane.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution approving a professional services agreement with KSA Engineers, Incorporated for the engineering and design of the Haverhill Lane Reconstruction project in the amount of fifty thousand two hundred dollars and no cents (\$50,200.00).

Executive Summary

Haverhill Lane has been planned to be reconstructed between Miles Road and Hunters Ridge Road. The roadway structure has failed and is need of replacement. This item will approve a professional services agreement for the engineering design of the reconstruction of Haverhill Lane.

Background

The roadway structure for Haverhill Lane has failed resulting in pavement failure (see attached pictures). The City’s Capital Improvement Plan (CIP) includes the design and reconstruction of Haverhill Lane from Miles Road to Hunter’s Ridge Road (see Attachment 1 Project Map). The existing roadway is concrete curb and gutter but the roadway profile is very flat due to pavement settlement occurring over the years causing the drainage to pond in areas along the curb.

Policy Considerations

The scope of the project consists of preparing plans, specifications, and contract documents for the reconstruction of Haverhill Lane from Miles Road to Hunters Ridge Road. Reconstruction will include lime stabilization of the subgrade, placement of concrete

pavement with monolithic curb, and sidewalk repairs including installation of barrier free ramps (see Exhibit A).

The scope includes two neighborhood meetings to inform the residents around the project area about the project and receive input from the residents. The design will take approximately four months to complete.

Budgetary Considerations

The basic services, which include the preliminary design phase, final design phase, bidding phase, and construction phase totals \$43,000. The additional services include the surveying, easement documentation development, and neighborhood meetings totals \$7,200. The total cost of the engineering and design is \$50,200. The estimated construction cost of the reconstruction of Haverhill Lane from Miles Road to Hunters Ridge Road totals \$524,429. Therefore, the estimated total project cost is \$574,629.

Funds have been budgeted in the 2011-2012 CIP budget for the design and construction of the Haverhill Reconstruction project in the amount of \$574,000. This funding is allocated from the Retail Concentration Center (RCC) fund balance.

Staff Recommendations

Staff recommends the City Council to approve a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a professional services agreement by and between the City of Sachse and KSA Engineers, Incorporated, for the engineering design of the Haverhill Lane Reconstruction project in the amount of fifty thousand two hundred dollars and no cents (\$50,200.00); authorizing its execution by the City Manager; and providing an effective date the agreement as a consent item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SACHSE AND KSA ENGINEERS, INCORPORATED, FOR THE ENGINEERING DESIGN OF THE HAVERHILL LANE RECONSTRUCTION PROJECT IN THE AMOUNT OF FIFTY THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$50,200.00); AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE THE AGREEMENT.

WHEREAS, the City Council has been presented a Professional Services Agreement by and between the City of Sachse and KSA Engineers, Inc. to provide engineering design services for the Haverhill Lane Reconstruction project in the amount of fifty thousand two hundred dollars and no cents (\$50,200), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, upon full review and consideration of the Professional Services Agreement, and all matters related thereto, the City Council is of the opinion and finds the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Professional Services Agreement on behalf of the City of Sachse, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS;

SECTION 1. That the Agreement attached hereto having been reviewed by the City Council of the City of Sachse, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the City Manager is hereby authorized to execute the Professional Services Agreement on behalf of the City of Sachse, Texas.

SECTION 2. This Resolution shall become effective immediately upon its passage.

RESOLVED this 5th day of March, 2012. CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



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Attachment 1 – Project Map



STATE OF TEXAS §
 § **AGREEMENT FOR PROFESSIONAL SERVICES**
COUNTY OF DALLAS §

This agreement (“Agreement”) is made by and between the City of Sachse, Texas (“City”) and KSA Engineers, Inc. (the “Professional”) acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render professional services for the City for Bunker Hill Sanitary Sewer Upgrade project (the “Project”) in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

Article I
Term

1.1 This term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until completion of the services provided herein.

1.2 Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party. In the event of such termination, the Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Services

2.1 The Professional shall provide the services specifically set forth in Exhibit “A.”

2.2 The parties acknowledge and agree that any and all opinions provided by the Professional represent the best judgment of the Professional.

2.3 Schematic Design Documents, Design Development Documents, Contract Documents, drawings, plans, specifications and other documents, including those in electronic form, prepared by the Professional and its consultants, agents, representatives, and/or employees in connection with the Project are intended for the use and benefit of the City. The Professional and

its consultants, agents, representatives, and/or employees shall be deemed the authors of their respective part of said Project documents. Notwithstanding, the City shall own, have, keep and retain all rights, title and interest in and to all Project documents, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all such Project documents, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement or the Project. The City shall have full authority to authorize the Contractor, Subcontractors, Sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by the Professional in connection with this Agreement are “works for hire” and shall be the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with the Engineering Practice Act of the State of Texas. Professional shall upon completion of the services, or earlier termination, provide the City with reproductions of all materials reports, and exhibits prepared by Professional pursuant to this Agreement, and in electronic format if requested by the City.

Article III Schedule of Work

The Professional agrees to commence services upon written direction from the City and to complete the required services in accordance with a work schedule established by the City (the “Work Schedule”).

Article IV Compensation and Method of Payment

4.1 The City shall compensate the Professional for the services by payment of a fee not to exceed \$80,500 without the City’s prior written approval.

4.2 The Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance of services required under this Agreement.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the

performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Professional.

5.3 The Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Relationship of Parties

It is understood and agreed by and between the parties that in satisfying the conditions of this Agreement, the Professional is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, City shall not: train the Professional, require the Professional to complete regular oral or written reports, require that Professional devote his full-time services to City, or dictate the Professional's sequence of work or location at which the Professional performs his work.

Article VII Insurance

7.1 Professional shall during the term hereof maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Professional's employees involved in the provision of services under this Agreement.

7.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; and (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

7.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "B" by AM Best or other equivalent rating service, or approved by the City Manager.

7.4 A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article VIII Miscellaneous

8.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings, written or oral agreements between the parties with respect to this subject matter.

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

8.3 Assignment. The Professional may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

8.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

8.6 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

8.7 Severability. 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 effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.8 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.

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

8.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:
William K. George
City Manager
City of Sachse, Texas
3915-B Sachse Road
Sachse, Texas 75048

With Copy to:
Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If intended for Professional:

8.11 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

8.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

8.13 Indemnification. City SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST City, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "City") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF City. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS City FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE City). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST City IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE PROFESSIONAL, ON NOTICE FROM City, SHALL DEFEND SUCH ACTION OR

PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO City. THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT

8.14 Audits and Records. The Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

8.15 Conflicts of Interests. The Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

(signature page to follow)

EXECUTED this _____ day of _____, 2012.

City of Sachse, Texas

By: _____
William K. George, City Manager

Approved as to form:

By: _____
Peter G. Smith, City Attorney

EXECUTED this _____ day of _____, 2012.

KSA Engineers, Inc.

By: _____
Name: _____
Title: _____

Exhibit "A"
Scope of Services

1. **Specific Project Data**

A. Title: Bunker Hill Sanitary Sewer Upsize

B. Description: Engineer shall prepare plans, specifications, and contract documents for the construction of approximately 2700 linear feet of 30" diameter gravity sanitary sewer line. The project will begin at Heritage Park at the discharge point of the Merritt Road lift station and proceed across Miles Road to a manhole located northeast of the intersection of Old Miles Road and Bunker Hill Road. In conjunction with this project, Engineer shall evaluate current odor issues associated with this line and recommend additional odor control mechanisms as appropriate. Engineer's design for odor control mechanisms shall be for this specific project area, including the Merritt Road lift station.

2. **Services of Engineer**

Services to be provided include the following:

PART 1 – BASIC SERVICES

A.1.01 Study and Report Phase – Not Used

A.1.02 Preliminary Design Phase

- A. After determination by Owner of the scope, extent, character or design requirements of a Specific Project, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project.
 2. Participate in one neighborhood meeting during preliminary design phase. Provide a large exhibit and other digital information to supplement a presentation to be prepared by the Owner.
 3. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 4. Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.
 5. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer.

6. Furnish the Preliminary Design Phase documents to and review them with Owner.
 7. Submit to Owner the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to Owner.

A.1.03 Final Design Phase

- A. After determination by Owner of the scope, extent, character, or design requirements of a Specific Project, including the acceptance of any specific modifications by Owner of a preceding phase or Specific Project, Engineer shall:
1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist Owner in consultations with appropriate authorities.
 3. Provide Owner a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer.
 4. Prepare and furnish Bidding Documents for review and approval by Owner, its legal counsel, and other advisors, as appropriate, and assist Owner in the preparation of other related documents.
 5. Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to Owner.
- B. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established is one.
- D. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required have been delivered to Owner.

A.1.04 Bidding or Negotiating Phase

A. The Engineer shall:

1. Assist Owner in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 4. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work. Specifically, Engineer shall review the Contractor's qualifications and provide a letter of recommendation to award the Bid.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

A.1.05 Construction Phase

A. Engineer shall:

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement.
2. *Resident Project Representative (RPR).* The City Staff will observe the contractor's work on a daily basis. The engineer will visit the site at least once a week during construction. The engineer will not be providing resident project representative services on this project at the request of the City.
3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified.
4. *Pre-Construction Conference and Pre-Construction Neighborhood Meeting.* Participate in one pre-construction conference and one pre-construction neighborhood meeting prior to commencement of Work at the Site.
5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
6. *Visits to Site and Observation of Construction.* In connection with observations of Work in progress :

- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Engineer in the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and such observations, Engineer will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site of the Specific Project will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
7. *Defective Work.* Have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.
 8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
 9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
 10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to

safety precautions and programs incident thereto. Engineer has an obligation to meet any Contractors submittal schedule that has earlier been acceptable to Engineer.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
12. *Inspections and Tests.* Require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. *Disagreements between Owner and Contractor.* Render formal written decisions on all claims of Owner and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in paragraph A.1.05.A.6.a are expressly subject to the limitations set forth in paragraph A.1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of the Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work in progress

or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such Engineer's review will be limited as provided in paragraph A.1.05.A.10.
- c. Engineer shall transmit these documents to Owner.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

17. *Final Notice of Acceptability of the Work.* Conduct a final payment inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

18. *Record Drawings.* Prepare record drawings based on field markups provided by the Owner and Contractor. Engineer shall provide a pdf digital copy and 2 full size sets to the Owner.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for a Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If a Specific Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A.1.06 Post-Construction Phase – Not Used.

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in the Agreement, subject to the following:
Additional Owner responsibilities - The Owner will provide City staff to observe the contractor's work. The Owner will provide the services of an independent testing lab to verify the test results supplied by the contractors testing lab.

4. **Times for Rendering Services**

<u>Phase</u>	<u>Completion Time</u>
<u>Odor Control Evaluation</u>	<u>4 weeks</u>
<u>Preliminary Design Phase</u>	<u>8 weeks</u>
<u>Survey for Design</u>	<u>4 weeks</u>
<u>Survey and Easement Preparation</u>	<u>6 weeks</u>
<u>Final Design Phase</u>	<u>6 weeks</u>
<u>Bidding Phase</u>	<u>as required</u>
<u>Construction Phase</u>	<u>as required</u>

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Total Fee</i>
<i>Basic Services</i>		
<i>Preliminary Design Phase</i>	<i>Lump Sum</i>	<i>\$15,000.00</i>
<i>Final Design Phase</i>	<i>Lump Sum</i>	<i>\$12,000.00</i>
<i>Bidding Phase</i>	<i>Lump Sum</i>	<i>\$7,500.00</i>
<i>Construction Phase</i>	<i>Lump Sum</i>	<i>\$15,000.00</i>
	<i>Total Basic Services</i>	<i>\$49,500.00</i>
<i>Additional Services</i>		
<i>Odor Control Evaluation</i>	<i>Hourly / Reimbursable</i>	<i>\$5,000</i>
<i>Two Neighborhood Meetings</i>	<i>Lump Sum</i>	<i>\$1,000</i>
<i>Design Survey</i>	<i>Hourly / Reimbursable</i>	<i>\$7,500</i>
<i>Establish Horizontal and Vertical Control for the Contractor's use in Construction Staking</i>	<i>Hourly / Reimbursable</i>	<i>\$1,500</i>
<i>Title and Easement Research</i>	<i>Hourly / Reimbursable</i>	<i>\$5,000</i>
<i>Six Easement Surveys</i>	<i>Hourly / Reimbursable</i>	<i>\$6,000</i>
<i>Six Plats and Descriptions</i>	<i>Hourly / Reimbursable</i>	<i>\$5,000</i>
	<i>Total Additional Services</i>	<i>\$31,000.00</i>
	<i>TOTAL SERVICES</i>	<i>\$80,500.00</i>

6. **Exclusions:** Tasks specifically excluded from this contract as work to be provided by the Engineer are as follows:

- a) Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
- b) Geotechnical investigation.
- c) The services of a resident project representative will not be provided by the Engineer.
- d) Right of Way acquisition services.
- e) Design of a “biological” system for odor control. If a biological system is determined to be necessary an additional design fee may be required.
- f) Subsurface utility exploration.
- g) Environmental Services (USACOE Permitting, Wetlands, Tree Surveys).



Legislation Details (With Text)

File #: 12-0724 **Version:** 1 **Name:** TxDOT opticom agreement
Type: Regular Agenda Item **Status:** Agenda Ready
File created: 2/22/2012 **In control:** City Council
On agenda: 3/5/2012 **Final action:**
Title: Consider a resolution approving an agreement for furnishing, installing, and maintenance of traffic signal preemption equipment by and between the City of Sachse and the Texas Department of Transportation.

Executive Summary

The Texas Department of Transportation (TxDOT) owns and maintains the traffic signals along State Highway 78 and the service roads of the President George Bush Tollway (PGBT). Preemption equipment allows emergency response vehicles to activate the signal so the emergency response vehicles get a green light when their emergency lights are operational while responding to calls for service. TxDOT does not install, own, or maintain signal preemption equipment on their signals. In order to install and maintain traffic signal preemption equipment for City use on signals owned by TxDOT, the City must enter into an agreement with TxDOT. This item is for consideration of approval of TxDOT's standard agreement, which allows the City to furnish, install, and maintain preemption signal equipment on TxDOT's traffic signals.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

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The Texas Department of Transportation (TxDOT) owns and maintains the traffic signals along State Highway 78 and the service roads of the President George Bush Tollway (PGBT). Preemption equipment allows emergency response vehicles to activate the signal so the emergency response vehicles get a green light when their emergency lights are operational while responding to calls for service. TxDOT does not install, own, or maintain signal preemption equipment on their signals. In order to install and maintain traffic signal preemption equipment for City use on signals owned by TxDOT, the City must enter into an agreement with TxDOT. This item is for consideration of approval of TxDOT's standard agreement, which allows the City to furnish, install, and maintain preemption signal equipment on TxDOT's traffic signals.

..Background

TxDOT owns, operates, and maintains the traffic signals along SH 78 as well as along the service roads of the PGBT at the intersections of Miles Road and Merritt Road. TxDOT does not maintain signal preemption equipment on signals owned by TxDOT. TxDOT does however allow local governments to furnish and install signal preemption at the local government's cost as well as maintain the equipment after installation.

The six traffic signals along SH 78 within Sachse currently have signal preemption equipment installed and in operation. Preemption equipment allows emergency response vehicles to activate the signal so the emergency response vehicles get a green light when their emergency lights are operational while responding to calls for service. The signal preemption equipment is manufactured by 3M and their product is termed as Opticom® equipment.

The City is currently coordinating with TxDOT and the NTTA to install preemption equipment to the signals along the service roads of the PGBT. During the coordination process, TxDOT discovered the City did not have an approved agreement on record with TxDOT to allow signal preemption equipment on TxDOT traffic signals. Apparently, this was an oversight when the signal preemption equipment was installed by the City on the traffic signals along SH 78.

In order to install the preemption equipment to the traffic signals along the PGBT, TxDOT is requiring the City to approve their standard agreement for furnishing, installing, and maintaining traffic signal preemption equipment.

Policy Considerations

The standard TxDOT agreement basically assigns the responsibility of furnishing, installing, and maintaining traffic signal preemption equipment to the City of Sachse. Up until this point, the City has been responsible for this task but execution of this agreement is merely a "housekeeping" item for TxDOT policy.

Budgetary Considerations

At this time, there is no budgetary impact for executing the agreement. The City budgets each year in its operational budget funds to maintain the two traffic signals its own as well as funds to maintain the traffic signal preemption equipment on TxDOT owned roadways.

Staff Recommendations

Staff recommends the City Council to approve a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement for furnishing, installing, and maintenance of traffic signal preemption equipment by and between the City of Sachse and the Texas Department of Transportation; authorizing its execution by the City Manager; and providing an effective date of the agreement as a consent item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT FOR FURNISHING, INSTALLING, AND MAINTENANCE OF TRAFFIC SIGNAL PREEMPTION EQUIPMENT BY AND BETWEEN THE CITY OF SACHSE AND THE TEXAS DEPARTMENT OF TRANSPORTATION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE THE AGREEMENT.

WHEREAS, the City Council has been presented an agreement for furnishing, installing, and maintenance of traffic signal preemption equipment by and between the City of Sachse and the Texas Department of Transportation (TxDOT), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, upon full review and consideration of the TxDOT agreement, and all matters related thereto, the City Council is of the opinion and finds the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the TxDOT agreement on behalf of the City of Sachse, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS;

SECTION 1. That the TxDOT agreement attached hereto having been reviewed by the City Council of the City of Sachse, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the City Manager is hereby authorized to execute the TxDOT agreement on behalf of the City of Sachse, Texas.

SECTION 2. This Resolution shall become effective immediately upon its passage.

RESOLVED this 5th day of March, 2012. CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**AGREEMENT FOR THE FURNISHING, INSTALLING AND
MAINTENANCE OF TRAFFIC SIGNAL PREEMPTION EQUIPMENT**

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and the City of Sachse, hereinafter called the "City", acting by and through its duly authorized officers.

W I T N E S S E T H

WHEREAS, the State owns and maintains a system of highways and roadways in the City of Sachse pursuant to Transportation Code, Section 201.103; and

WHEREAS, the City or its contractor has requested to install emergency vehicle preemption systems at the locations listed on Exhibit A;

WHEREAS, the State and the City are in agreement that the proposed systems will be installed;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

ARTICLE 1. CONTRACT PERIOD

This agreement becomes effective on final execution by the State and shall remain in effect as long as said traffic signal preemption equipment is in operation at the described locations.

ARTICLE 2. TERMINATION

This agreement may be terminated by one of the following conditions:

- 1) By mutual agreement of both parties;
- 2) By the State giving written notice to the City or its contractor as consequence of failure by the City or its contractor to satisfactorily perform the services and obligations set forth in this agreement, with proper allowances being made for circumstances beyond the control of the City or its contractor;
- 3) By either party upon thirty (30) days written notice to the other.

ARTICLE 3. COMPENSATION

No compensation shall be paid for this agreement.

ARTICLE 4. PERSONNEL, EQUIPMENT, AND MATERIAL

- A. The City or its contractor will use labor and supervisory personnel employed directly by the City or its contractor, and use City owned or its contractor owned machinery, equipment, and vehicles necessary for the work. In the event that the City or its contractor does not have the machinery, equipment, and vehicles necessary to perform the work, the machinery, equipment, and vehicles may be rented or leased as necessary.
- B. No reimbursement shall be paid for any materials supplied by the City or its contractor. All materials shall be new and undepreciated stock.

- C. Any necessary changes to the existing signal required to install the preemption system will be at the City's expense.
- D. If it becomes necessary to adjust, replace or reinstall the preemption system due to reconstruction of the intersection or upgrading of the signals, it shall be done by the City at City expense.

ARTICLE 5. INSPECTION OF WORK

- A. The State shall make suitable and complete inspection of all materials, and equipment, and the work of installation to determine and permit certification that the components meet all applicable requirements and are in suitable condition for operation and maintenance by the City or its contractor after its completion. All components of the system will be subject to random testing and inspections by the State.
- B. The City or its contractor will provide opportunities, facilities, and representative samples, as may be required, to enable the State to carry on initial and random inspections of all materials and application methods; sufficient to afford determination and certification by the State that all parts of the installation and the component materials comply with the State standards and specifications. The State will promptly notify the City or its contractor of any failure of materials, equipment, or installation methods, and the City or its contractor will take such measures necessary to obtain acceptable systems components and installation procedures without delay.

ARTICLE 6. RESPONSIBILITIES OF THE PARTIES

The parties agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives and agents. State shall not be held responsible for the operation (or non-operation) of the preempt equipment, or for any effect it may have on emergency vehicle response.

ARTICLE 7. DE-ACTIVATION OF THE PREEMPT SYSTEM

The State reserves the right to disconnect the preempt system from the traffic signals should any problem arise affecting the State including that the State has determined that the preemption is being abused. The State will notify the appropriate City office of the de-activation of the preempt system. Upon correction of the problem the preempt system would be re-connected.

ARTICLE 8. PREEMPTION INSTALLATION REQUIREMENTS

The City or its contractor shall furnish and install an aluminum lockable cabinet for the preemption system equipment. The preemption cabinet shall be attached to the State's traffic signal cabinet by means of a two (2) inch Myer's hub supplied by the City or its contractor. The City or its contractor will furnish and install a Cannon type disconnect plug between the State's traffic signal cabinet and the preemption cabinet. The State will furnish 120 volts AC power to the preemption cabinet for all auxiliary equipment. All transformation of power shall take place within the preemption cabinet. The State will allow the preemption equipment to monitor all outgoing green traffic signal indications. The preemption equipment will supply a maximum of four preemption inputs.

ARTICLE 9. REPORTS

Upon written request, the City will be required to supply the State with a list of preemptions. The list shall show date, time, intersection, direction, and duration of each preemption and vehicle identification information of the emergency vehicle requesting each preemption. At the request

of the State, the Local Government shall submit any information required by the State in the format directed by the State.

ARTICLE 10. REMEDIES

Violation or breach of contract terms by the City or its contractor shall be grounds for termination of the agreement, and any increased cost arising from the City or its contractor's default, breach of contract, or violation of terms shall be paid for by the City or its contractor. This agreement shall not be considered as specifying the exclusive remedy for default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

If at any time, the City or its contractor fails to assume the maintenance and operations responsibilities for the preemption systems in a satisfactory manner as determined by the State, the State reserves the right to arrange for maintenance and operations at the expense of the City or its contractor. The State shall contact the appropriate City authority prior to the arrangement for alternative maintenance.

ARTICLE 11. INSURANCE

The City shall provide necessary safeguards to protect the public on State-maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the preemption equipment, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right-of-way, the City's construction contractor shall submit to the State a fully executed copy of the State's form 1560 Certificate of Insurance and shall maintain the required coverage during the construction of all work associated with this agreement.

ARTICLE 12. SUBLETTING

The City or its contractor shall not sublet or transfer any portion of its responsibilities and obligations under this agreement unless specifically authorized in writing by the State. In the event the City or its contractor enters into subcontracts, the subcontractors must adhere to the provisions of this agreement.

ARTICLE 13. SUCCESSORS AND ASSIGNS

The City or its contractor shall not assign or otherwise transfer its rights or obligations under this agreement except with the prior written consent of the State.

ARTICLE 14. LEGAL CONSTRUCTION

In case 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 any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 15. INSPECTION OF CITY'S BOOKS AND RECORDS

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.
- B. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract.

Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 16. NOTICES

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	State:
City of Sachse Attn: City Engineer 3815B Sachse Road Sachse, Texas 75048	Texas Department of Transportation Attn: District Engineer PO Box 133067 Dallas, Texas 75313-3067

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

ARTICLE 17. GOVERNING LAWS AND VENUE

This agreement shall be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations under this agreement must be filed in Travis County, Texas.

ARTICLE 18. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting within the subject matter.

ARTICLE 19. REVISIONS TO EXHIBIT A

Revision to the locations listed in Exhibit A may be made if submitted in writing by the City and initialed by both parties.

IN WITNESS WHEREOF, the State and the City have signed duplicate counterparts of this agreement.

THE CITY OF SACHSE

Executed on behalf of the City by:

By _____ Date _____

Typed or Printed Name and Title _____



THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____

William L. Hale, P.E.
Dallas District Engineer

EXHIBIT A

SH 78 at Ranch Hooper
SH 78 at Williford
SH 78 at 5th
SH 78 at Ben Davis
SH 78 at Murphy Road
SH 78 at Woodbridge

SH 190 at Merritt
SH 190 at Miles

NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day prior** to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

The SIGNATURE of the agent is required.

CERTIFICATE OF INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

COMMERCIAL GENERAL LIABILITY INSURANCE:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence
	\$100,000 for aggregate

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

BUSINESS AUTOMOBILE POLICY:

The coverage amount for a Business Automobile Policy may be shown as a minimum of \$600,000 Combined Single Limit by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for Comprehensive Automobile Liability Insurance or Texas Business Automobile Policy.

MAIL ALL CERTIFICATES TO:

Texas Department of Transportation
CST – Contract Processing Unit (RA/200 – 1st Fl.)
125 E. 11th Street
Austin, TX 78701-2483
512/416-2540 (Voice), 512/416-2536 (Fax)



Legislation Details (With Text)

File #: 12-0736 **Version:** 2 **Name:** HVAC Technical Support Agreement
Type: Regular Agenda Item **Status:** Agenda Ready
File created: 2/28/2012 **In control:** City Council
On agenda: 3/5/2012 **Final action:**

Title: Consider a Resolution of the City Council of the City of Sachse, Texas, authorizing the City Manager to execute a contract approving an agreement between the City of Sachse and Siemens Industry, Inc. to provide HVAC Control Services for the City's Municipal Complex HVAC system.

Executive Summary

Consider approval of a resolution authorizing the City Manager to enter into an agreement with Siemens Industry, Inc. to provide technical support for the Energy Management System at the Municipal Complex for a three year period at a total cost of \$18,876. The cost for the first year is \$6,240, \$6,292 the second year and \$6,344 for year three.

Sponsors:

Indexes:

Code sections:

Attachments: [HVAC Service Agreement Resolution 3-2012.pdf](#)
[HVAC Service Agreement 3-20120001.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a Resolution of the City Council of the City of Sachse, Texas, authorizing the City Manager to execute a contract approving an agreement between the City of Sachse and Siemens Industry, Inc. to provide HVAC Control Services for the City's Municipal Complex HVAC system.

Executive Summary

Consider approval of a resolution authorizing the City Manager to enter into an agreement with Siemens Industry, Inc. to provide technical support for the Energy Management System at the Municipal Complex for a three year period at a total cost of \$18,876. The cost for the first year is \$6,240, \$6,292 the second year and \$6,344 for year three.

Background

Siemens Industry, Inc. installed the system that controls the lights, heating and air conditioning at the Municipal Complex. In order to be proactive and protect the significant investment and the complex technical systems which are critical to the operation of the City facilities, staff is requesting that the City enter into an agreement for technical support for our Energy Management System. This agreement will provide support for the systems operation of the Energy Management System.

The benefits to entering into a technical service contract with Siemens Industry, Inc. are:

- Preventive Maintenance
- Software support and updates
- Data protection and recovery
- Reduced labor rates
- Troubleshooting of problems
- Calibration and adjustments
- Staff training
- Emergency support

Policy Considerations

Proper training in the use and the protection of City assets.

Budgetary Considerations

This item is budgeted in the current year and will be presented in subsequent budgets.

Staff Recommendations

Approval of a resolution of the City Council of the City of Sachse, Texas, authorizing the City Manager to execute a contract approving the terms and conditions of an agreement by and between the City of Sachse and Siemens Industry, Inc. to provide HVAC Control Services for the City's Municipal Complex HVAC system; and providing an effective date as a Consent Agenda item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF SACHSE AND SIEMENS INDUSTRY, INC. TO PROVIDE HVAC CONTROL SERVICES FOR THE CITY'S MUNICIPAL COMPLEX HVAC SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the City of Sachse to maintain its technical and database systems located in its Municipal Complex in order to provide safe storage of critical business information;

WHEREAS, the City Council for the City of Sachse desires to acquire HVAC Control Services in order to secure technical support services and software support and updates for the City's HVAC systems; and

WHEREAS, the City Council of the City of Sachse has been presented with a proposed Agreement between the City of Sachse and Siemens Industry, Inc. (the "Agreement") to provide HVAC services for the City's technical and database systems; and

WHEREAS, upon full review and consideration of the Agreement and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Agreement on behalf of the City of Sachse, Texas.

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

SECTION 1. The City Manager is hereby authorized to execute the Agreement, attached hereto as Exhibit "A," with Siemens Industry, Inc. to provide HVAC Control Services to maintain the City's HVAC System.

SECTION 2. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2012.

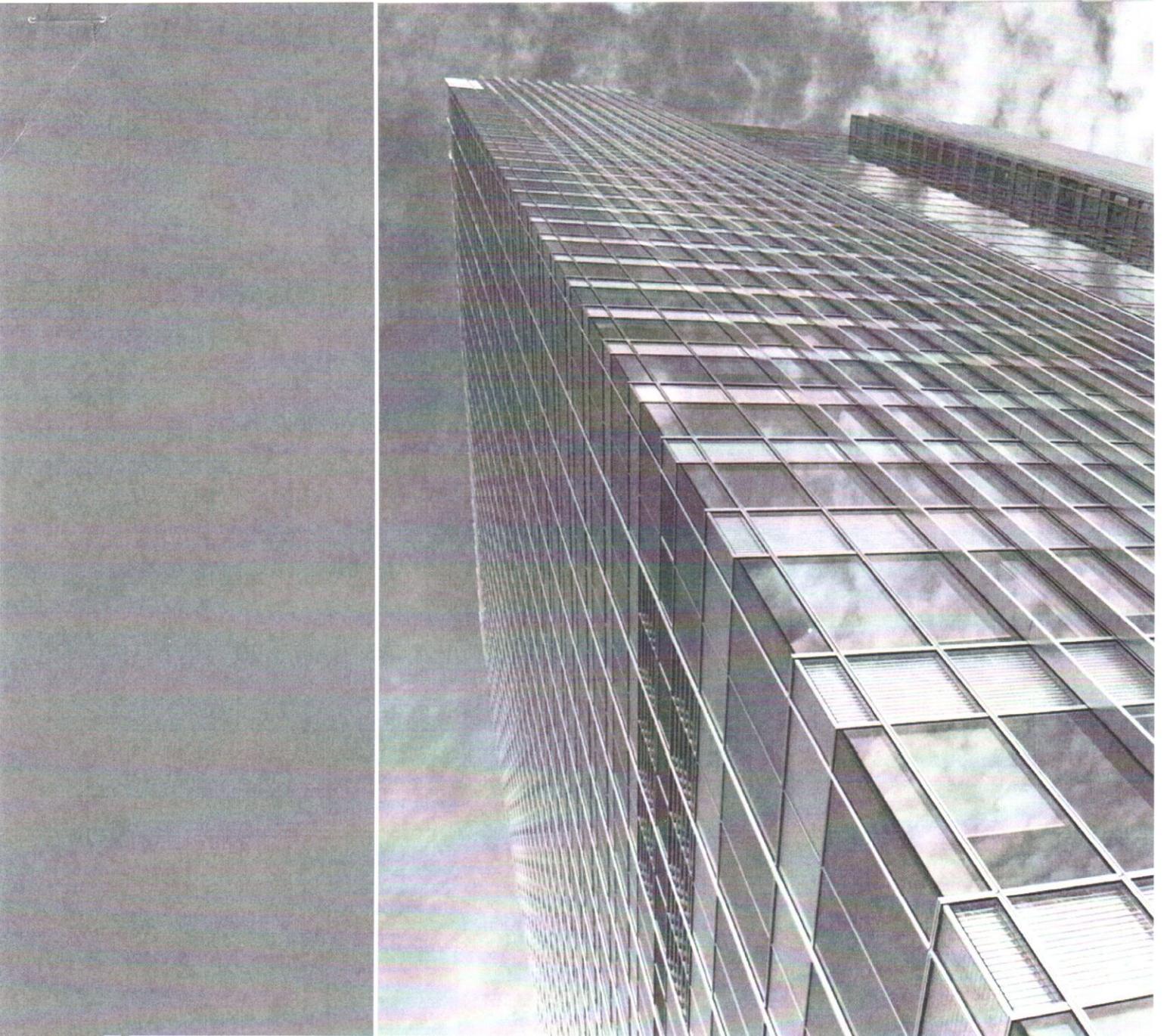
CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

EXHIBIT "A"
AGREEMENT



Advantage Services[®]

Agreement for City of Sachse

February 2, 2012

1 year service with one training class included...

SIEMENS



Advantage Services

Agreement for Tri west Plaza

February 2, 2012

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	Appendix B.	Error! Bookmark not defined.

1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

1.2 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

2 Service Solution

2.1 HVAC CONTROL SERVICES – Automation

2.1.1 Technical Support Services

Preventive Maintenance

We will provide preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location. The list of field panels and/or devices, included under this service, is identified in the List of Maintained Equipment in this service agreement. Automation controls can drift out of calibration with changes in HVAC component performance characteristics, building use, and climatic conditions. This service will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

Data Protection & Data Recovery Services

Siemens will perform scheduled database back-ups of your workstation database & graphics and / or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, we will respond onsite (or online if such service is included in this service agreement) to reload the databases and system files from our stored backup copy, to restore your operation as soon as possible. The equipment to be included as part of this service, is itemized in the List of Maintained Equipment in this service agreement.

2.1.2 System Performance Updates & Upgrades

Software Support and Updates

Siemens will provide you with software and documentation updates to your existing Siemens software as they become available (approximately annually). Included is onsite training to familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens Industry, Inc. commitment to compatibility by design, a commitment unique in our industry. Workstations covered under this service are itemized in the List of Maintained Equipment. (Upgrades to PC's and related workstation hardware are excluded unless specified elsewhere.)

3 Service Implementation Plan

3.1 Maintained Equipment Table

SIEMENS

Siemens Industry, Inc.
Service Agreement

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
System Performance Updates	Software Support and Updates	Insight 3.X Adv first/single server Update	1			
Services (Times per year): Software Update (1)						

Control Systems - Summary Level	Data Protection & Data Recovery	Insight 3.X B/U on-site	1			
Services (Times per year): Data Protection & Recovery Services (2)						

3.2 Service Team

An important benefit of your Service Agreement derives from having the trained service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

The following list outlines the service team that will be assigned to the service agreement for your facility.

Your Assigned Team of Service Professionals will include:

Michael Smith - Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.

Service Account Engineer or Team Leader - Service Account Engineer or Team Leader is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Primary Service Specialist or Service Mechanic - Primary Service Specialist or Service Mechanic is responsible for performing the ongoing service of your system.

Secondary Service Specialist or Service Mechanic - Secondary Service Specialist or Service Mechanic who will be familiarized with your building systems to provide in-depth backup coverage.

Service Operations Manager - Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Service Coordinator - Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Service Administrator - Service Administrator is responsible for all service invoicing including both service agreement and service projects.

4 Siemens Industry, Inc.

4.1 Signature Page and Investment By and Between:

Siemens
 8600 N. Royal Lane Suite #100
 Irving, TX 75063
 Michael Smith
 9725508488

City of Sachse
 3815 Sachse Rd
 Sachse, TX 75048

Services shall be provided at 3815 Sachse Rd, Sachse, TX 75048.

Siemens shall provide the services as outlined in the attached proposal dated 02/2/2012 and the attached terms and conditions.

This proposal includes admission of (1) individual to (1) Siemens Apogee training class priced at \$1,995.00.

Duration: This agreement shall remain in effect for an Initial Term of 3 Years beginning 3/1/2012 and from year to year thereafter.

Investments:

Year 1	03/01/2012 to 2/28/2013	\$6,240 annually	paid \$1,560 quarterly
Year 2	03/01/2013 to 2/28/2014	\$6,292 annually	paid \$1,573 quarterly
Year 3	03/01/2014 to 2/28/2015	\$6,344 annually	paid \$1,586 quarterly

Applicable sales taxes are not included in the price of this proposal. Prices quoted in this proposal are firm for 30 days.

Proposal accepted by:

Proposal submitted by:
 Michael Smith
 Service Sales Executive
 Siemens

 Signature Date

 Signature Date

P.O.# _____

 Signing Manager Name

Customer purchase order included as an attachment to this agreement and will be referenced on invoices.

 Signing Manager Title

Or

Customer purchase order not required. Invoices will be approved and processed with signature of authorized customer representative.

 Signature Date

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

4.2 Terms And Conditions

SERVICE TERMS AND CONDITIONS (REV. 10/09)

Article 1: General

1.1 (a) This Agreement constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") to be provided by SIEMENS and supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement. Neither party may assign the Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and SIEMENS may grant a security interest in the proceeds to be paid to SIEMENS under this Agreement; assign proceeds of the Agreement; and/or use subcontractors in performance of the Services. The terms and conditions of this Agreement shall not be modified or rescinded except in writing, with the prior approval of the Legal Departments of SIEMENS and Customer and signed by duly authorized officers or managers of SIEMENS and Customer.

(b) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SIEMENS without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Services and termination of this Agreement.

(c) Certain terms and conditions contained herein may not apply to the Services to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Services included.

1.2 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT.

1.3 After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods beginning on the anniversary date of the Initial Term unless stated otherwise in the Agreement.

1.4 Either party may terminate or amend this Agreement at the end of the Initial Term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of such amendments or intent not to renew.

1.5 If, during or within 90 days after the term of this Agreement, Customer engages any SIEMENS employee who has performed work under this or any other agreement between Customer and SIEMENS, Customer shall pay SIEMENS an amount equal to the employee's latest annual salary.

Article 2: Covered Equipment

2.1 "Covered equipment" shall mean that equipment expressly identified as System Components in this Agreement. The Customer represents that at the commencement of this Agreement all Covered Equipment is in satisfactory working condition and complies with all applicable codes.

2.2 If the fire or life safety system is included as part of the Covered Equipment does not comply with all applicable codes or if removal of any Covered Equipment from coverage would compromise or impair the integrity or the compliance with law of any system or Services, and Customer fails to take corrective action, then SIEMENS may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

2.3 All testing and inspection of any Covered Equipment provided for in this Agreement will be performed at the time and place and in the manner deemed appropriate by SIEMENS, in accordance with applicable law and the requirements of then current National Fire Protection Association ("NFPA") guidelines if applicable, and other relevant standards. Customer is solely responsible for, and hereby indemnifies and holds SIEMENS harmless from and against, any liability arising from Customer's specification of a testing schedule other than then current NFPA or other applicable standards or laws.

2.4 If the Covered Equipment is altered or moved by any person, including Customer, other than SIEMENS or a person authorized by it, Customer shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or, if necessary, a recommissioning of the system at Customer's expense. Reacceptance tests will be performed in accordance with then current NFPA or other applicable requirements, and charged on a time and materials basis.

Article 3: Services by SIEMENS

3.1 SIEMENS shall only perform the Services identified in this Agreement.

3.2 SIEMENS shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or recommissioning that SIEMENS reasonably deems necessary; (b) notify SIEMENS of any modifications or changes to the Covered Equipment or unusual or materially changed operating conditions, hours of usage, system malfunctions or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer's or supplier's instructions or this Agreement. After any of the aforesaid events SIEMENS may terminate or suspend services under this Agreement immediately, upon giving notice to Customer.

3.3 Any repairs and replacements of Covered Equipment as may be expressly

included in the Services are limited to restoring the proper working condition of such Covered Equipment. SIEMENS will not be obligated to provide replacement Covered Equipment that represents significant capital improvement compared to the original. Exchanged or removed components become the property of SIEMENS, except Hazardous Materials, which under all circumstances remain the property and responsibility of Customer.

3.4 Unless agreed otherwise, Services do not include and SIEMENS is not responsible for (a); (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Covered Equipment; (c) painting or refinishing of Covered Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Covered Equipment but not furnished by SIEMENS; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; or (g) the removal or reinstallation of replacement valves, dampers, waterflow switches, venting or draining systems. SIEMENS is not responsible for services performed on any Covered Equipment other than by SIEMENS or its agents.

3.5 The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

3.6 SIEMENS shall perform the Services during its local, normal working hours, unless otherwise stated in this Agreement.

3.7 SIEMENS is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any equipment beyond the scope of this Agreement. Any request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.8 All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("Deliverables") shall become Customer's property upon full payment to SIEMENS. SIEMENS may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SIEMENS are instruments of SIEMENS' work ("Instruments") and shall remain SIEMENS property. Siemens conveys no license to software unless otherwise expressly provided in this Agreement. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SIEMENS, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Services or any other purpose, without SIEMENS' express written consent. Any reuse of Deliverables or Instruments for other projects or locations without the written consent of SIEMENS, or use by any party other than Permitted Users, will be at Permitted Users' sole risk and without liability to SIEMENS; and, in addition to any other rights SIEMENS may have, Customer shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

3.9 Customer acknowledges that SIEMENS, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it through this practice, and accordingly agrees that anything in this Agreement notwithstanding Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement.

3.10 Where Services include energy consulting, any estimates of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by SIEMENS, the documents prepared for the Customer will represent SIEMENS' best judgment based on SIEMENS' experience and the information reasonably available to SIEMENS at the time that the Services are performed. Customer acknowledges that SIEMENS does not control: (a) the costs of labor, materials, equipment or services furnished by others; (b) overall market conditions; or, (c) contractors' methods of determining prices. Accordingly, Customer acknowledges that proposals, bids or actual costs may differ from opinions, evaluations or studies submitted by SIEMENS as part of the Services provided hereunder.

3.11 Where Services include EMC, SIEMENS will have a disaster recovery plan and a disaster contingency plan.

Article 4: Responsibilities of Customer

4.1 Customer, without cost to SIEMENS, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Services and provide SIEMENS with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services received from a person located at Customer's site will be deemed authorized by Customer, and SIEMENS will, in its reasonable discretion, act accordingly;

(b) Provide or arrange without cost all reasonable provisions, means and access for SIEMENS to any site and the equipment where Services are to be performed;

(c) Permit SIEMENS to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services;

- (d) Furnish SIEMENS with all available information pertinent to the Services;
- (e) Obtain and furnish to SIEMENS all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those SIEMENS has expressly agreed in writing to obtain;
- (f) Maintain the Services site in a safe condition; notify SIEMENS promptly of any site conditions requiring special care; and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such conditions;
- (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices SIEMENS has expressly agreed in this Agreement to give;
- (h) Provide SIEMENS with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Services;
- (i) Furnish to SIEMENS any contingency plans related to the site;
- (j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power and other utilities;
- (k) Maintain all Covered Equipment in good working order in compliance with all applicable laws and service, repair and replace all Covered Equipment as necessary; and,
- (l) Perform inspections and tests as indicated in the Life Safety System Logbook and record same in the Life Safety System logbook.

4.2 Customer acknowledges that the technical and pricing information herein is proprietary to SIEMENS and agrees not to disclose or otherwise make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Services site. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, SIEMENS is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. SIEMENS is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SIEMENS from voluntarily addressing such issues, in the event SIEMENS does make observations, reports, suggestions or otherwise regarding such issues, SIEMENS shall not be liable or responsible for same.

4.4 Except as expressly stated in this Agreement, Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Services.

4.5 Customer alone shall act to protect life and property from the time a partial or full system failure occurs until SIEMENS notifies Customer that such system is operational or the emergency has been cleared. Customer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). SIEMENS shall have no obligation to provide guards, fire watch personnel, or other services following a system failure, except Services as are specifically provided for in this Agreement.

4.6 Customer shall not attach to the system or Covered Equipment any device that interferes with the Services or the proper operation of the system or Covered Equipment.

Article 5: Compensation

5.1 Annual Fee(s) shall be adjusted for each year after the final year of the Initial Term pursuant to the agreed Price Adjustment hereto and incorporated herein. Unless otherwise agreed in writing, this Agreement is not cancelable and the annual fee is not refundable except as provided herein.

5.2 Payments to be made under this Agreement will provide for, and be in consideration of, only Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this Agreement; (b) Services performed other than during SIEMENS' normal working hours; and (c) Service performed on equipment not covered by this Agreement.

5.3 SIEMENS shall invoice Customer as provided in this Agreement, or if not expressly provided, then on an annual basis prior to the Start Date and annually thereafter on the anniversary of such Start Date. Invoices are due and payable net cash upon receipt unless Customer has applied and been approved for credit with SIEMENS, in which case the invoice is payable within 30 calendar days of receipt by Customer or as otherwise set forth in this Agreement. If any payment is not received when due, SIEMENS may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of Services at any time and without notice, and shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspension or termination. In the event that any payment due hereunder is not paid when due, Customer agrees to pay, upon demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law of each overdue

amount under this Agreement. Customer shall reimburse SIEMENS' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. If Customer disputes any portion or all of an invoice, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until paid, to the extent that such amounts are finally determined to be payable to SIEMENS.

5.4 Except to the extent expressly agreed in this Agreement, SIEMENS' fees do not include any taxes, excises, fees, duties, permits or other government charges related to the Services. Customer shall pay such amounts or reimburse SIEMENS for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of same.

5.5 Unless agreed otherwise, the pricing for each year after the Initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. All items, 1982-1984=100 ("CPI-U"). In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the Initial Term.

Article 6: Changes; Delays; Excused Performance

6.1 As the Services are performed, conditions may change or circumstances outside SIEMENS' reasonable control (such as changes of law) may develop which require SIEMENS to expend additional costs, effort or time to complete the Services, in which case SIEMENS shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require Services to be suspended or terminated, SIEMENS shall be compensated for Services performed and for costs reasonable incurred in connection with the suspension or termination.

6.2 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, SIEMENS shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs SIEMENS incurs due to such circumstances.

Article 7: Warranties; Disclaimers; Limitation of Liability

7.1 Labor in performing the Services is warranted to be free from defects in workmanship for 90 days after the Services are performed. All labor provided by SIEMENS hereunder found to be defective and otherwise qualifying under this warranty shall be re-performed by SIEMENS. Such re-performance hereunder shall not interrupt or prolong the terms of this warranty. In the event that any such re-performance fails to cure such defects, then Customer's exclusive remedy against SIEMENS for damages from any cause whatsoever, whether in contract or tort, shall not exceed an amount equal to the limitation set forth in Section 7.5 herein.

7.2 THE EXPRESS LIMITED WARRANTY PROVIDED ABOVE IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST PATENT INFRINGEMENTS OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE COVERED EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

7.3 Customer hereby, for it and any parties claiming under it, releases and discharges SIEMENS from any liability arising out of all hazards covered by Customer's insurance, and all claims against SIEMENS arising out of such hazards, including any right of subrogation by Customer's insurance carrier, are hereby waived by Customer.

7.4 ANY IDEAS, SUGGESTIONS, RECOMMENDATIONS, FINANCIAL EVALUATIONS, FEASIBILITY STUDIES OR ECONOMIC ANALYSIS PREPARED BY SIEMENS UNDER THIS AGREEMENT WILL REPRESENT ITS BEST JUDGMENT BASED ON ITS EXPERIENCE AND THE AVAILABLE INFORMATION. CUSTOMER ACKNOWLEDGES THAT THE ENERGY MARKET IS VOLATILE AND SUBJECT TO FREQUENT PRICE

AND REGULATORY CHANGES. THEREFORE, CUSTOMER FURTHER ACKNOWLEDGES THAT SIEMENS DOES NOT CONTROL FUTURE MARKET CONDITIONS OR THE ENERGY MARKET'S REGULATORY CLIMATE. NOTHING HEREIN SHALL BE CONSTRUED BY THE CUSTOMER AS A PREDICTION OF FUTURE ENERGY MARKET CONDITIONS OR ENERGY PRICES. ACCORDINGLY, SIEMENS DOES NOT PROVIDE CUSTOMER A GUARANTY OR WARRANTY OF THE RESULTS OF SIEMENS' RECOMMENDATIONS. CUSTOMER MAKES ANY AND ALL ENERGY PROCUREMENT AND RELATED DECISIONS. CUSTOMER ACKNOWLEDGES THAT ALL ENERGY PROCUREMENT AND RELATED DECISIONS ARE MADE AT THE CUSTOMER'S SOLE RISK.

7.5 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THE AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY SERVICES, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; and, in any event, SIEMENS' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited, as liquidated damages, to the greater of \$1,000 or 10% of the total compensation received by SIEMENS from Customer under this Agreement. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation under the warranty hereunder. The parties acknowledge that the price which SIEMENS has agreed to perform its Services and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SIEMENS has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

7.6 It is understood and agreed by and between the parties that SIEMENS is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Services, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

Article 8: Limitations of Maintenance or Service Obligations

8.1 SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. SIEMENS assumes no responsibility for any service performed on any Covered Equipment other than by SIEMENS or its agents.

8.2 SIEMENS shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials.

8.3 SIEMENS is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

8.4 SIEMENS shall not be responsible for the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, and any other permanently mounted integral pipe or air duct component. Additionally, SIEMENS shall not be responsible for any venting or draining of systems.

8.5 WHERE SERVICES INCLUDE EFFORTS BY SIEMENS TO HELP CUSTOMER TO ATTAIN REBATES AND/OR INCENTIVES FROM AVAILABLE SOURCES OR ENERGY/FUEL COST REDUCTION, CUSTOMER ACKNOWLEDGES THAT ANY REBATE/INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT MAY BE AVAILABLE TO CUSTOMER IS GRANTED BY A THIRD PARTY OUTSIDE THE CONTROL OF SIEMENS. CUSTOMER FURTHER ACKNOWLEDGES THAT WHILE SIEMENS WILL EITHER ASSIST CUSTOMER OR ENDEAVOR ITSELF TO OBTAIN ANY AND ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST REDUCTION AVAILABLE, SIEMENS DOES NOT GUARANTEE THAT IT WILL OBTAIN OR APPLY FOR ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST

REDUCTIONS THAT MAY BE AVAILABLE TO CUSTOMER. FURTHER, CUSTOMER HEREBY RELEASES SIEMENS FROM ANY AND ALL LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING FROM SIEMENS' FAILURE TO OBTAIN OR APPLY FOR ANY REBATE/ INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT COULD IN ANY WAY BE OBTAINED BY CUSTOMER.

Article 9: Hazardous Materials Provisions

9.1 The Services does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to this Article, Customer represents that, to its best knowledge, there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's Sites where the Services are performed. SIEMENS will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on Customer's representations as set forth in this Article. The presence of Hazardous Materials constitutes a change in this Agreement whose terms must be agreed upon by SIEMENS before its obligations hereunder shall continue.

9.2 Customer is solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Customer is responsible for the proper disposal of all Hazardous Materials and Oil that at any time are present at the Services site in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Even if change order has been entered into pursuant to this Article, SIEMENS shall have the right to stop the Services until the site is free from Hazardous Materials. In such event, SIEMENS shall receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

9.3 Customer warrants that, prior to the execution of this Agreement, it shall notify SIEMENS in writing of any and all Hazardous Materials which to Customer's best knowledge are present, potentially present or likely to become present at the Services site and shall provide a copy of any site safety policies, including but not limited to lock-out and tag procedures, chemical hygiene plan, MSDSs or other items required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

9.4 Customer shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under this Article.

Article 10: Import / Export Indemnity

10.1 Customer acknowledges that SIEMENS is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Covered Equipment or Services provided under the Contract, including any export license requirements. Customer agrees that such Covered Equipment or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SIEMENS of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 11: Small Business Concern

11.1 SIEMENS shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SIEMENS' policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.



Legislation Details (With Text)

File #: 12-0737 **Version:** 1 **Name:** Elevator Maintenance Agreement
Elevator Maintenance Agreement
Type: Regular Agenda Item **Status:** Agenda Ready
File created: 2/28/2012 **In control:** City Council
On agenda: 3/5/2012 **Final action:**

Title: Consider approval of a resolution authorizing the City Manager to enter into an agreement with Schindler Elevator Croporation to provide preventative maintenance services for the City's elevators.

Executive Summary

Consider approval of a resolution authorizing the City Manager to enter into an agreement with Schindler Elevator Corporation to provide preventative maintenance services for the City's elevators. This agreement is for a six year period at an annual cost of \$3,480 (subject to annual price adjustments not to exceed 3% annually). This item will be paid for using enencumbered 2009 bond funds in the current year and will be a budgeted item in subsequent years. This is included in the \$22,089.64 amount for service agreements previously presented to City Council (February 20, 2012 Municipal Campus Bond Programs Update).

Sponsors:

Indexes:

Code sections:

Attachments: [Elevator Service Agreement 3-20120001.pdf](#)
[Elevator Service Agreement Resolution unsigned 3-2012.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

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Background

In order to be proactive and keep the elevators located at City Hall and the Public Safety building working properly staff is recommending that the City Council authorize the City Manager to enter into a service agreement with Schindler Elevator Corporation. The

recommended agreement is for a period of six years at a cost of \$3,480 annually with price adjustments not to exceed 3% annually. Because an average elevator lasts approximately 30 years adequate and timely maintenance is important for proper and dependable functioning as well as to ensure safety.

Quotes were received from two companies, Schindler Elevator Corporation and Baxter and Associates. Schindler quoted \$4,116 for a one year contract. The quote for a one year contract from Baxter was \$4,920.

The benefits to entering into a maintenance agreement with Schindler Elevator Corporation are:

- Equipment preventative maintenance
- Prompt service
- Technical support
- Testing of safety devices
- Repair or replacement of covered components
- Access to extensive parts inventory
- Periodic cleaning
- Periodic painting of machine room floor
- Remote monitoring
- Prompt callback response time
- Assigned technician
- Assigned account representative

Policy Considerations

Proper maintenance and repair of City assets.

Budgetary Considerations

This item will be paid for out of unencumbered 2009 bond proceeds in the current year and will be a budgeted item in subsequent years.

Staff Recommendations

Approval of a Resolution of the City Council of the City of Sachse, Texas, authorizing the City Manager to execute a contract approving the terms and conditions of an agreement, by and between the City of Sachse and Schindler Elevator Corporation to provide preventative maintenance services for the City's elevators located in its Municipal Complex, and providing an effective date as a Consent Agenda item.

6 year

Schindler Plus

SCHINDLER ELEVATOR CORPORATION
8105 N. Belt Line Road
Suite 120
Irving, TX 75063-6047
Phone: 972-510-2074
Fax: 972-621-2502

Date: January 10, 2012

Estimate Number: APAE-8EEUF7 (2011.5)

To:
Sachse Municipal Campus
3815 Sachse Rd - Bldg B
Sachse, TX 75048

Building Name:
Sachse Municipal Campus

Attn: Matt Moloney

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment Application Description	Rise/Length		Capacity	Speed	Install#
			Openings				
Sachse Municipal Campus 3815 Sachse Rd - Bldgs B & D Sachse, TX 75048							
1	Schindler	Hydraulic Passenger BLDG B	2F/OR		2100	100	F1936
1	Schindler	Hydraulic Passenger BLDG D	2F/OR		2100	100	F1935

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 8105 N. Belt Line Road Suite 120, Irving, TX 75063-6047, and **SACHSE MUNICIPAL CAMPUS**, 3815 Sachse Rd - Bldg B, Sachse, TX 75048 ("you") agree as follows:

PREVENTIVE MAINTENANCE SERVICE

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment and its usage
- Examine, lubricate, adjust, and repair/replace covered components
- Criteria for replacement of all wire ropes will be the appropriate factor of safety
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

PREVENTIVE MAINTENANCE PROGRAM

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will periodically examine, lubricate, adjust, and as needed or if usage mandates, repair, or replace the Covered Components listed below.

HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibbs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room & hoistway, motor, PC boards, pump unit, solid state devices, contactors, and valve rebuilds.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, and/or valves on hydraulic equipment, are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

CLEANING/PAINTING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas; and will periodically paint the machine room floor.

TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24 /7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician. Your cab telephone will be directly programmed to dial SCSN.

You will also have access to Schindler SCORE CARD™, through Schindler's website, which gives you instant access to the performance history of your equipment covered by this Agreement.

ADDITIONAL COVERAGES

We will remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our remote monitoring system ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. We will then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our Customer Service Network using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

CALLBACK RESPONSE TIME

We will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 12 hours of notification, unless we are prevented from doing so by causes beyond our control.

HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

TERM

This Agreement commences on January 01, 2012, and continues until December 31, ²⁰¹³~~2012~~, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of ~~\$343.00~~ ^{\$290.00} per month, payable in annual installments of ~~\$4,116.00~~ ^{\$3,480.00}, exclusive of applicable taxes, unless another payment frequency option is selected below.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date. *The annual increase is capped at 3%.*

PAYMENT OPTIONS

(1) Please select a Method of Payment:

Direct Debit 1% Discount (Attach Copy of voided check)

Credit Card 3% Addition

Visa MC AMEX

Number: _____

Expiration Date: _____

Signature: _____

Check

Other: _____

(2) Please select a Payment Frequency (Other than Annual):

Semi-Annual 1% Addition

Quarterly 3% Addition

Monthly 5% Addition

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

Brian Chambers

By: Brian Chambers

For: Schindler Elevator Corporation

Title: Sales Representative

Date: January 10, 2012

Accepted:

By: _____

For: Sachse Municipal Campus

Title: _____

Date: _____

Approved:

By: Doug Bender

Title: _____

Date: _____

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.
2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.
3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.
4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half the remaining amount due under this Agreement.
6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required due to obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; adverse premises or environmental conditions, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.
7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:
 - (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
 - (b) Termination of the Agreement on ten (10) days prior written notice; and
 - (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.
8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

10. You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

(a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.

(b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.

(c) Auto Liability - \$5,000,000 CSL.

(d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE AND SCHINDLER ELEVATOR CORPORATION TO PROVIDE PREVENTATIVE MAINTENANCE SERVICES FOR THE CITY'S ELEVATORS LOCATED IN ITS MUNICIPAL COMPLEX; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the City of Sachse to maintain its Municipal Complex offices, including elevators, in a safe and functional manner;

WHEREAS, the City Council for the City of Sachse desires to secure preventative maintenance services for its elevators located in its Municipal Complex; and

WHEREAS, the City Council of the City of Sachse has been presented with a proposed Agreement between the City of Sachse and Schindler Elevator Corporation (the "Agreement") to provide preventative maintenance services for the City's elevators; and

WHEREAS, upon full review and consideration of the Agreement and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Agreement on behalf of the City of Sachse, Texas.

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

SECTION 1. The City Manager is hereby authorized to execute the Agreement, attached hereto as Exhibit "A," with Schindler Elevator Corporation to provide preventative maintenance services to the elevators located in the City's Municipal Complex.

SECTION 2. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2012.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

EXHIBIT "A"
AGREEMENT



Legislation Details (With Text)

File #: 12-0722 **Version:** 1 **Name:** Staff Briefing: Library Department Update
Type: Regular Agenda Item **Status:** Agenda Ready
File created: 2/22/2012 **In control:** City Council
On agenda: 3/5/2012 **Final action:**
Title: Staff Briefing: Library Department Update

Executive Summary
 Library Manager will update Council on Library activities.

Sponsors:

Indexes:

Code sections:

Attachments: [March 5 presentation.pdf](#)

Date	Ver.	Action By	Action	Result
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Title
 Staff Briefing: Library Department Update

Executive Summary
 Library Manager will update Council on Library activities.

Background
 Library Manager Mignon Morse will present an update on Library activites and future plans and program.

Policy Considerations
 N/A

Budgetary Considerations
 N/A

Staff Recommendations
 No action is required on this item.



Signal strength icon

9:08 AM

Battery level icon





Sachse
Public Library

3815C

CITY COUNCIL PRESENTATION

March 5, 2012



STATISTICAL REVIEW

	2006	2007	2008	2009	2010	2011	2012 GOAL
Library Program Attendance	2608	2711	4372	3402	2741	3202	3500
Library Visits	58200	34011	34320	31926	32127	42589	45000
Library Circulation	71312	85416	86151	89512	99067	***72137	105000
Total Book Budget	34470	37200	44933	46418	46921	39000	
*** Closed two months in FY 2011 due to flooding							



PLANS FOR FY 2012

- Increase circulation this year
 - Building the book collection
 - Community Survey
 - Reaching out to different demographics for programs



COMMUNITY SURVEY

- CITIZEN FEEDBACK ON LIBRARY HOURS
- TYPES OF PROGRAMS THEY WANT
- PREFERRED EVENINGS FOR PROGRAMS
- PLAN TO RUN THE SURVEY FOR THREE MONTHS



9:08 AM

FUTURE PROGRAMS

- Computer Classes
- Children connect with Council
- Rockin' with Rhett
- A Slice of Rainbow
- Speaking to seniors and other groups
- Outreach to schools and chamber members



Legislation Details (With Text)

File #: 12-0720 **Version:** 1 **Name:** Administer Oath of Office to newly reappointed TIF Board members.
Type: Regular Agenda Item **Status:** Agenda Ready
File created: 2/22/2012 **In control:** City Council
On agenda: 3/5/2012 **Final action:**
Title: Administer Oath of Office to newly reappointed TIF Board members.

Executive Summary
 On February 20, 2012 Council reappointed three member of the TIF Board. After the administration of the Oath of Office, these members will be able to assume their office.

Sponsors:

Indexes:

Code sections:

Attachments: [TIF Oath.pdf](#)

Date	Ver.	Action By	Action	Result
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Title
 Administer Oath of Office to newly reappointed TIF Board members.

Executive Summary
 On February 20, 2012 Council reappointed three member of the TIF Board. After the administration of the Oath of Office, these members will be able to assume their office.

Background
 The Council reappointed three members of the TIF Board on February 20, 2012. They are Frank Millsap, Troy Riner and Jeff Dowdle. Upon administering the oath of office by the Mayor, these members will be able to assume their office for another term, as required by the City Charter.

Policy Considerations
 After the oath of office for these three members, the TIF Board will be at full compliment.

Budgetary Considerations
 None

Staff Recommendations
 Mayor Felix administer the Oath of Office to the three newly reappointed members of the TIF Board.

In the name and by the authority of

THE STATE OF TEXAS

OATH OF OFFICE

SAMPLE

I, Troy Riner do solemnly swear, that I will faithfully execute the duties of the office of the TIF Board Member, of the City of Sachse, State of Texas, and will, to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State, so help me God.

X
Affiant

SWORN TO and subscribed before me by affiant on the 5th day of March, 2012.

Signature of person administering oath

Printed Name

Title

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, Troy Riner, do solemnly swear that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God. Under penalty of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

X

Affiant's Signature

TIF Board of Directors Member
Position to Which Elected/Appointed

City of Sachse
City

SWORN TO and subscribed before me by affiant on this the 5th day of March, 2012.

Signature of Person Authorized to Administer Oaths/Affidavits

Terry Smith
Printed Name

Notary Public
Title

(Seal)



Legislation Details (With Text)

File #: 12-0735 **Version:** 1 **Name:** Discuss rezoning for Benbrook Winchester, LP
Type: Regular Agenda Item **Status:** Agenda Ready
File created: 2/24/2012 **In control:** City Council
On agenda: 3/5/2012 **Final action:**
Title: Discuss rezoning for Benbrook Winchester, LP.

Executive Summary

Discussion of the proposed rezoning for Benbrook Winchester, LP for property located at 3100 Pleasant Valley Road, generally on the southeast corner of Merritt Road and Pleasant Valley Road from Agricultural (AG) District to Planned Development (PD) District and Turnpike Overlay District generally for Commercial 2 (C-2) uses.

Sponsors:

Indexes:

Code sections:

- Attachments:** [benbrook presentation.pdf](#)
[Exhibit A - Revised 2-17-12 - Final.pdf](#)
[Exhibit B - Revised 2-17-12 - Final.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Discuss rezoning for Benbrook Winchester, LP.

Executive Summary

Discussion of the proposed rezoning for Benbrook Winchester, LP for property located at 3100 Pleasant Valley Road, generally on the southeast corner of Merritt Road and Pleasant Valley Road from Agricultural (AG) District to Planned Development (PD) District and Turnpike Overlay District generally for Commercial 2 (C-2) uses.

Background

The applicant is requesting a change in zoning for an approximately 65.54 acre tract located generally on the southeast corner of Merritt Road and Pleasant Valley Road from Agricultural (AG) District to Planned Development (PD) District and Turnpike Overlay District generally for Commercial 2 (C-2) uses.

The subject site has frontage on Merritt Road, Pleasant Valley Road and the President George Bush Turnpike. The turnpike does not have frontage roads adjacent to the subject property and vehicular access to the turnpike is not permitted.

The portion of the subject property that is nearest the residential subdivision has a couple of unique features that should protect the existing homes from the future commercial uses. First, the easternmost portion of the subject property is within the transition zone of the

Turnpike Overlay District and will be required to be developed in accordance with those standards. The eastern portion of the subject property also has flood plain, floodway and a conservation easement that will prevent a good portion of the property from developing. This undeveloped portion of the property will preserve the existing trees and will serve as a buffer between the residential uses and the future commercial uses.

The Comprehensive Future Land Use Plan designates the majority of the subject property as Business Park, which is defined as offices and office buildings, technology centers, restaurants and specialty retail. The proposed PD, when combined with the overlay district standards fits this definition.

The easternmost portion of the property is designated as parks and open space. While the applicant is requesting PD zoning for the entire property, the floodplain, floodway and conservation easement will prevent this portion of the property from developing as commercial and will preserve the property as open space.

Policy Considerations

1. A base zoning of C-2 district has been requested with this PD.
2. The subject property will be required to be developed according to both the C-2 standards in the Zoning Ordinance as well as the overlay district's Commercial and Transition Zones. Where the standards of the Zoning Ordinance are in conflict with the standards of the overlay district, the more restrictive shall apply.
3. Considerations for this PD include providing additional buffering along the property boundary lines which border residential dwellings. This was prompted by the input by the citizens who reside adjacent to or near the subject property.
 - a. A minimum 50 foot landscape buffer shall be maintained along the north property boundary a minimum distance of 875 feet from the northeast boundary corner and 413 feet along the east property boundary terminating outside of the area defined by the Water Impoundment Easement.
 - b. Prior to development of Area "2", this landscape buffer shall be planted to provide a visual screen and consist of tree types that exist on the property or evergreen shade trees, and tall shrubs resulting in a tree spaced at a minimum of every 20 feet along the buffer.
 - c. All new trees shall have at minimum a 3-inch caliper trunk and be a minimum of 7 feet tall at time of planting.
 - d. Evergreen shrubs shall be planted along this buffer to provide a minimum 6 feet tall continuous screen.
 - e. A screening fence or wall shall not be permitted along the east property boundary or within 875 feet of the northern most corner of the property along the north property boundary.
4. Additional measures pertaining to the design standards of the subject property have been

included.

- a. Area "1" shall conform to the C-2 General Commercial District and Commercial Zone Standards of the Sachse Turnpike Overlay District.
- b. Area "2" shall conform to the C-2 General Commercial District and Transition Zone Standards of the Sachse Turnpike Overlay District.
- c. No development shall be permitted within the area defined by the Dalworth Soil Conservation District Water Impoundment Easement.
- d. Clearing and improvements associated with an access road not to exceed 50 feet in width shall be permitted in order to provide access across this area at one location, with the roadway being a minimum of 400 feet from the eastern property boundary.
- e. Sidewalks, plantings, and other park related improvements shall be permitted in this area with the City of Sachse approval.
- f. All improvements within this area shall meet all federal and state regulations and meet all conditions of the Water impoundment Easement.

This item has been scheduled to come before you as a regular agenda item for action at the next City Council meeting.

Budgetary Considerations

N/A

Staff Recommendations

None

Zoning Request Benbrook Winchester, LP

City Council Discussion

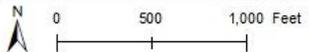
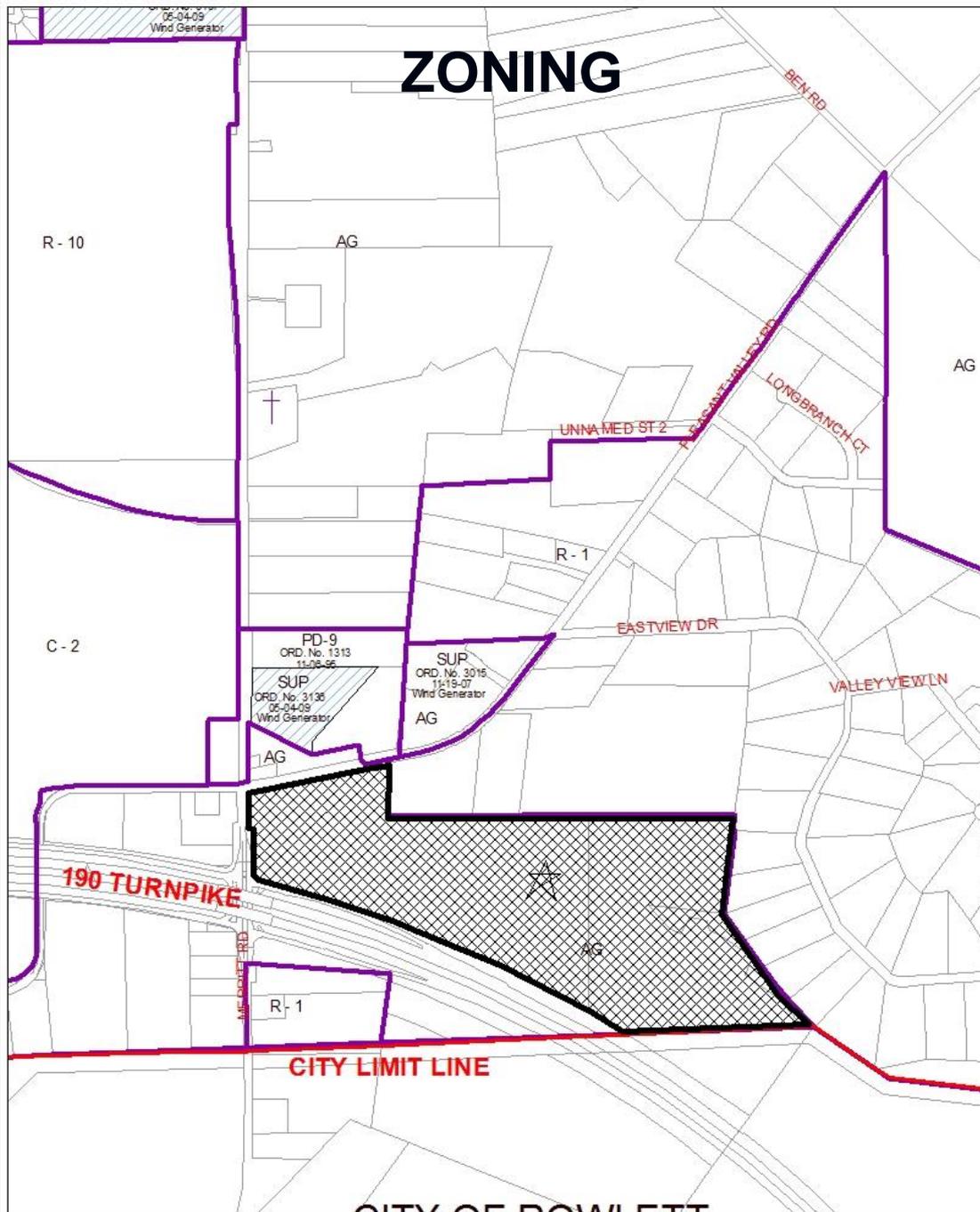
Presentation

March 5, 2012

Request

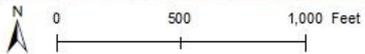
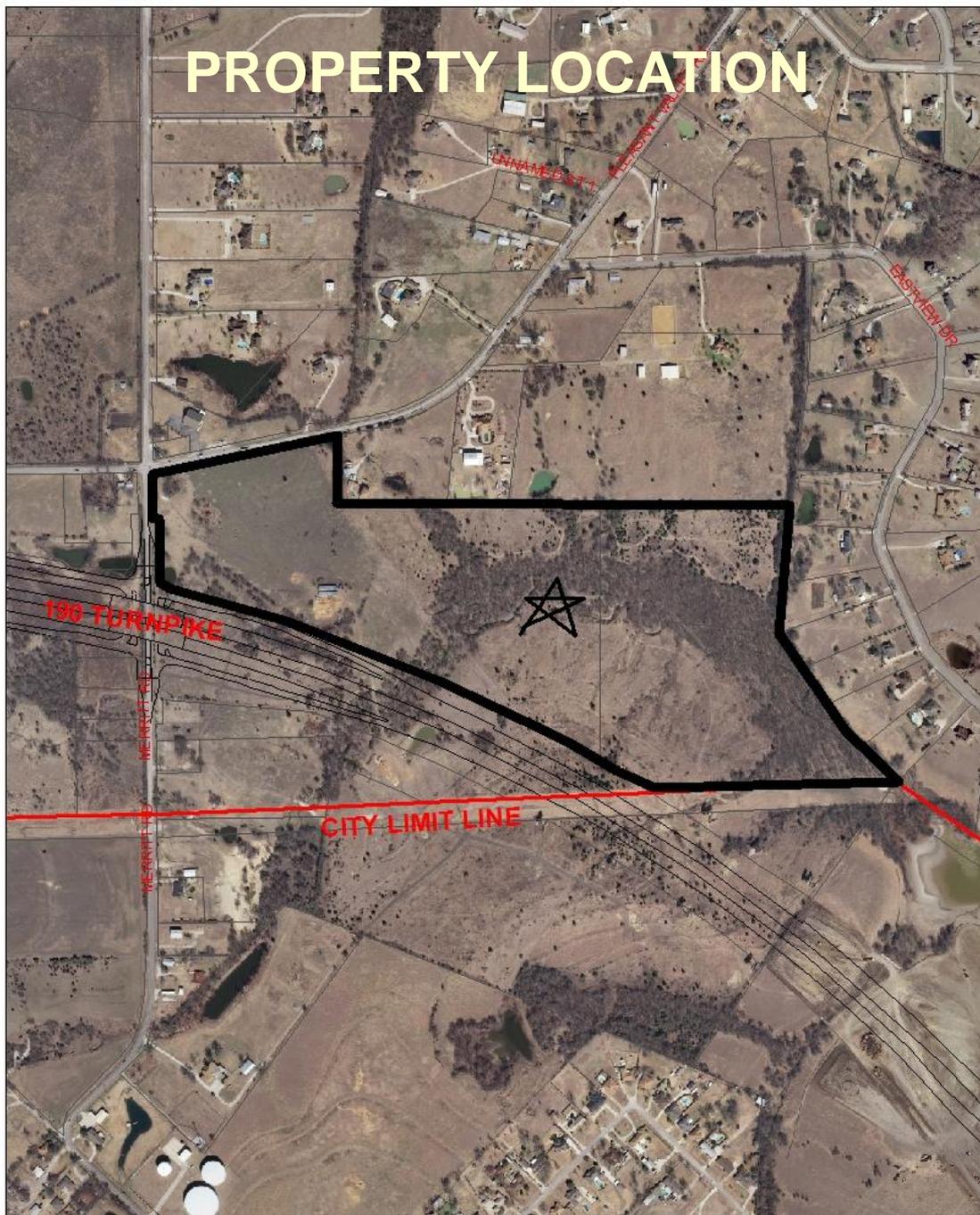
- Discuss the application of **Benbrook Winchester, L.P.** requesting a change in zoning for an approximately 65.54 acre tract located at 3100 Pleasant Valley Road, generally on the southeast corner of Merritt Road and Pleasant Valley Road from Agricultural (AG) District to Planned Development (PD) District and Turnpike Overlay District generally for Commercial 2 (C-2) uses.

ZONING



ZONING MAP

PROPERTY LOCATION



AERIAL MAP

Background

- The subject site has frontage on Merritt Road, Pleasant Valley Road and the President George Bush Turnpike. The turnpike does not have frontage roads adjacent to the subject property and vehicular access to the turnpike is not permitted.
- The easternmost portion of the subject property is within the transition zone of the Turnpike Overlay District and will be required to be developed in accordance with those standards.

Background

- The eastern portion of the subject property also has flood plain, floodway and a conservation easement that will prevent a good portion of the property from developing.
- This undeveloped portion of the property will preserve the existing trees and will serve as a buffer between the residential uses and the future commercial uses.

Zoning Exhibit

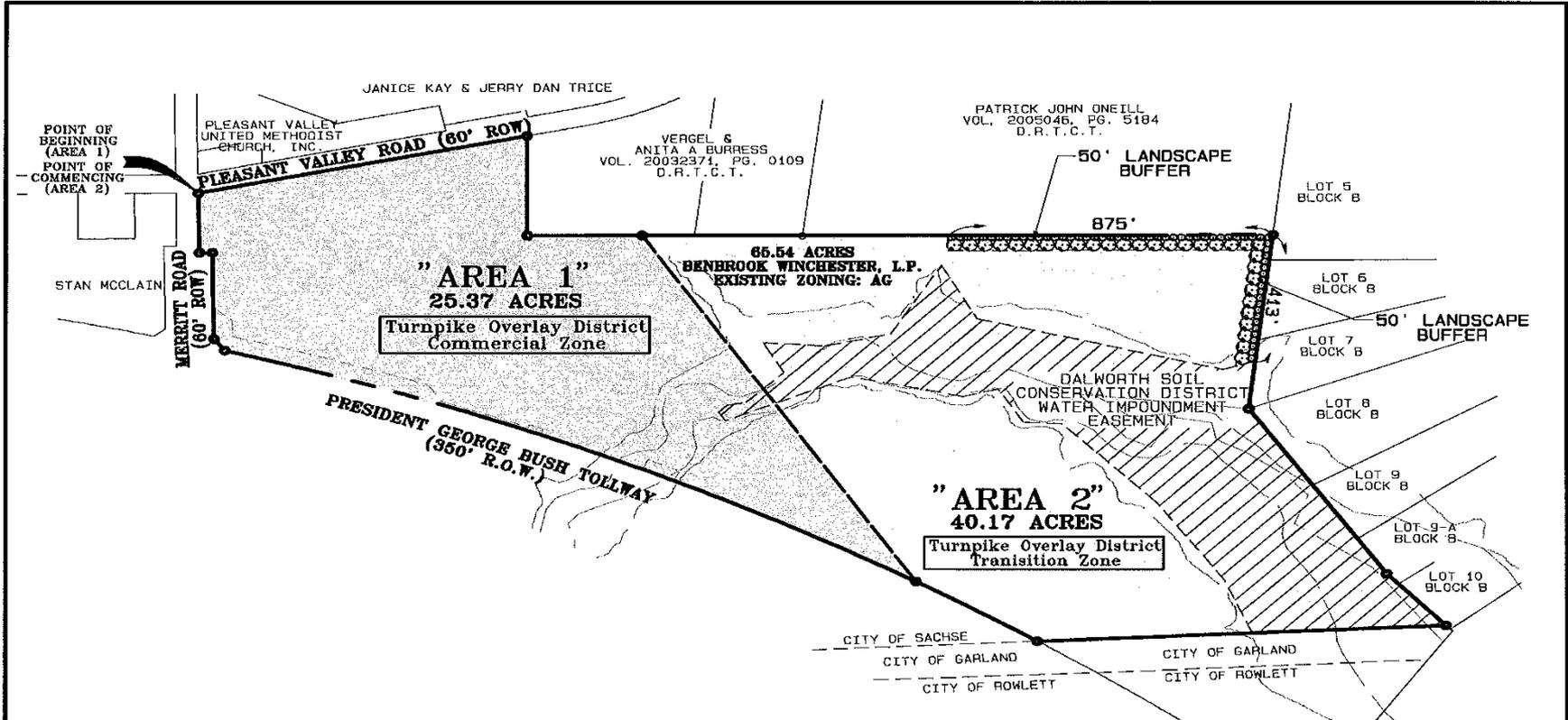


EXHIBIT "B"

BENBROOK WINCHESTER ZONING EXHIBIT



1"=400'



Graham Associates, Inc.
 CONSULTING ENGINEERS & PLANNERS
 600 SIX FLAGS DRIVE, SUITE 500
 ARLINGTON, TEXAS 76011 (817) 640-8535
 TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

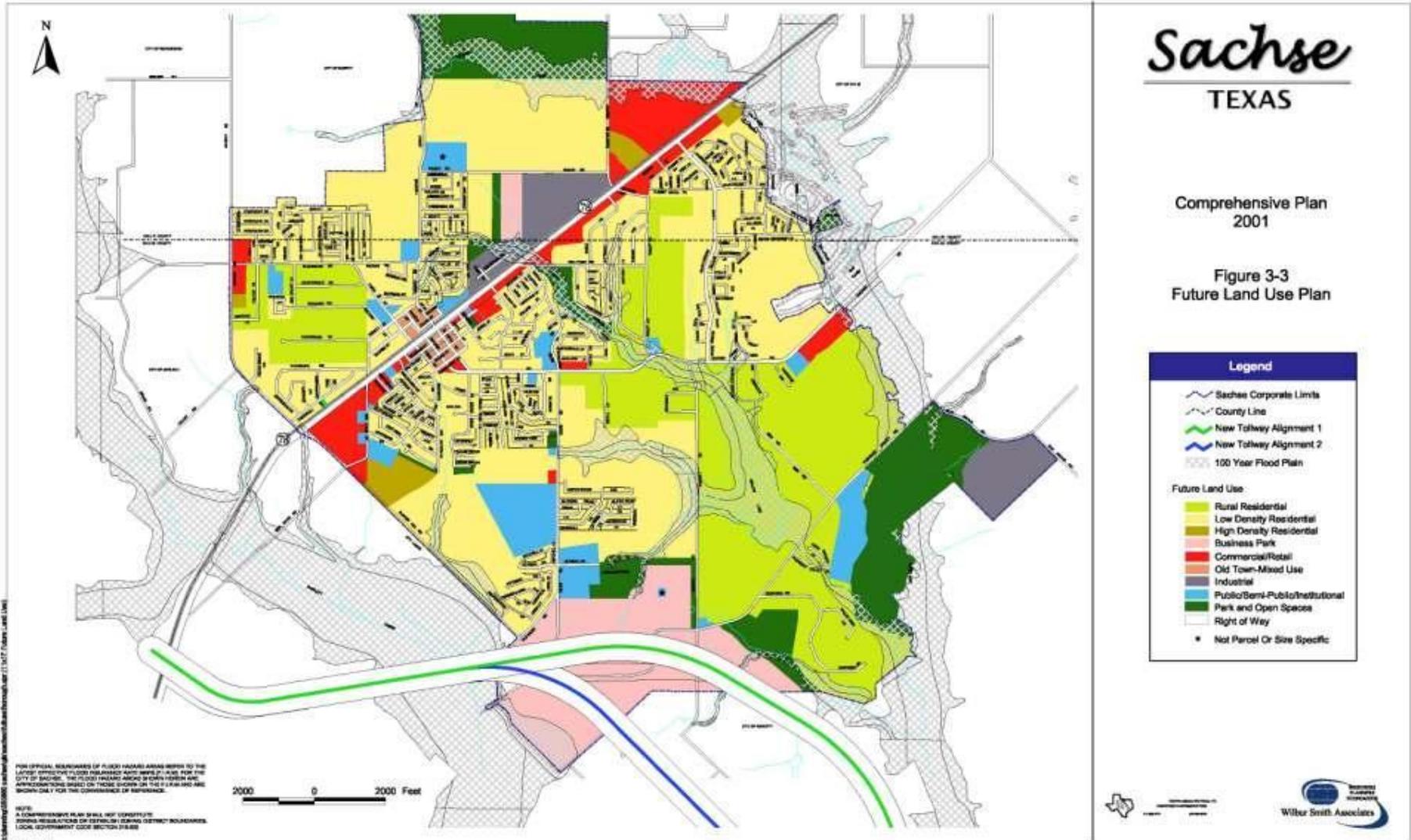
Comprehensive Plan

- The Future Land Use Plan designates the majority of the subject property as Business Park, which is defined as offices and office buildings, technology centers, restaurants and specialty retail. The proposed PD, when combined with the overlay district standards fits this definition.

Comprehensive Plan

- The easternmost portion of the property is designated as parks and open space. While the applicant is requesting PD zoning for the entire property, the floodplain, floodway and conservation easement will prevent this portion of the property from developing as commercial and will preserve the property as open space.

Future Land Use Plan



Policy Considerations

- A base zoning of C-2 district has been requested with this PD.
- The subject property will be required to be developed according to both the C-2 standards in the Zoning Ordinance as well as the overlay district's Commercial and Transition Zones.
- Where the standards of the Zoning Ordinance are in conflict with the standards of the overlay district, the more restrictive shall apply.

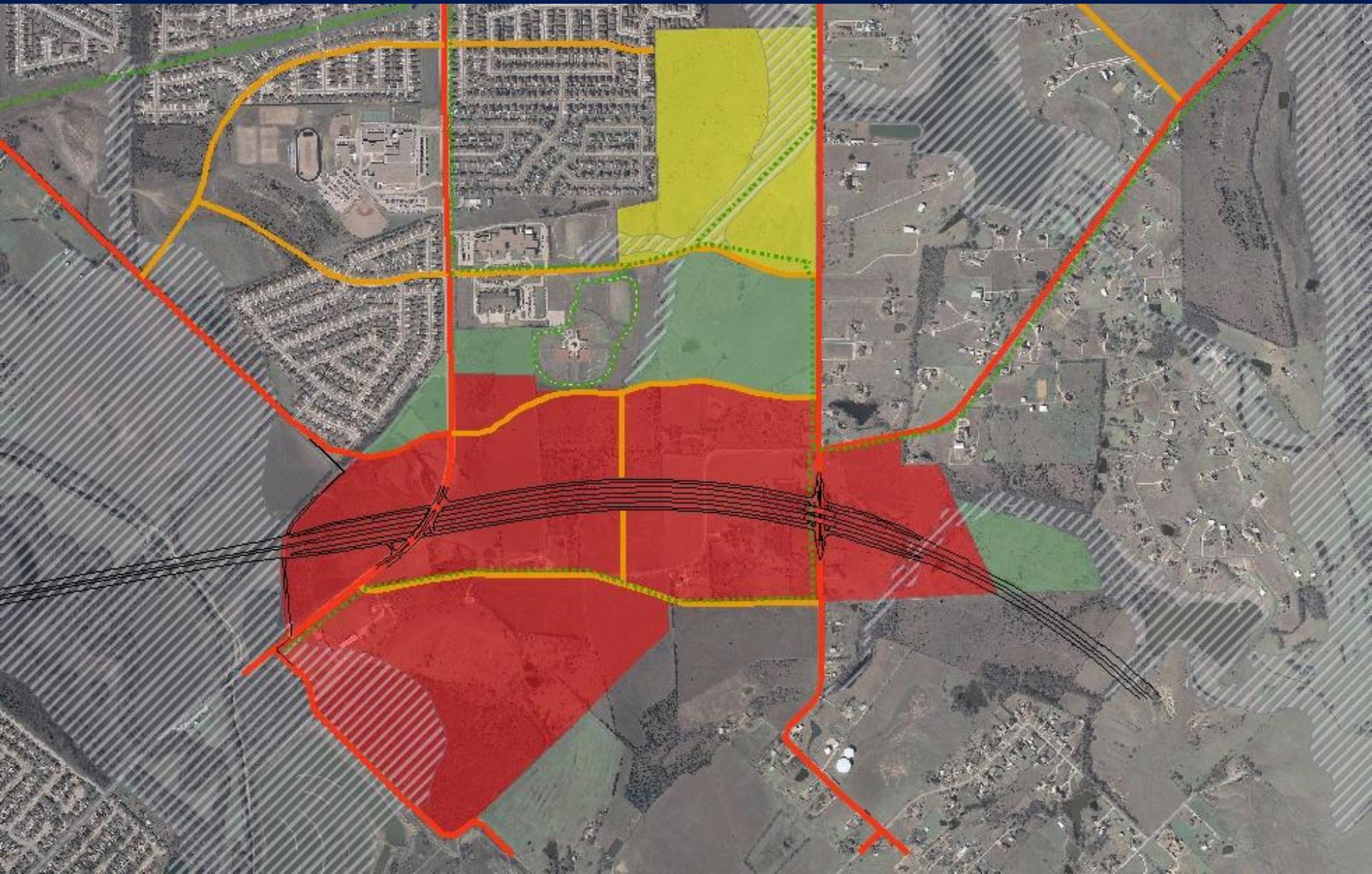
Policy Considerations

- Considerations for this PD include providing additional buffering along the property boundary lines which border residential dwellings.
 - A minimum 50 foot landscape buffer.
 - Existing or evergreen shade trees, and tall shrubs resulting in a tree spaced at a minimum of every 20 feet along the buffer.
 - A screening fence or wall shall not be permitted along the buffer.

Policy Considerations

- Additional measures pertaining to the design standards of the subject property have been included.
 - Area “1” shall conform to the C-2 General Commercial Dist. and Commercial Zone Standards.
 - Area “2” shall conform to the C-2 General Commercial Dist. and Transition Zone Standards.
 - No development shall be permitted within the Dalworth Soil Conservation District Water Impoundment Easement.

Overlay District



Policy Considerations

- Additional measures continued:
 - Clearing and improvements associated with an access road not to exceed 50 feet in width shall be permitted in order to provide access, a minimum of 400 feet from the eastern property boundary.
 - Sidewalks, plantings, and other park related improvements shall be permitted in this area with the City of Sachse approval.
 - All improvements within this area shall meet all federal and state regulations.

Future Agenda

- This item has been scheduled to come before you as a regular agenda item for action at the next City Council meeting.

EXHIBIT “A”

Benbrook Winchester

Planned Development Regulations

1.0 General Regulations:

- 1.1 Except as otherwise set forth in these Planned Development Regulations, the property shall develop under the Commercial District (C-2) standards and according to the Turnpike Overlay District Standards contained in the City's Zoning Ordinances as it currently exists or may be amended.
- 1.2 Definitions used herein shall be the same as those found in the Zoning Ordinance for the City of Sachse, Texas.

2.0 Design Standards:

- 2.1 “Area 1” as shown on Exhibit “B” and described on Exhibit “B-1” shall conform to the City of Sachse Zoning Ordinance, Article 3, Section 5.– C-2 General Commercial District and Section 14.5 Commercial Zone Standards of the Sachse Turnpike Overlay District.
- 2.2 “Area 2” as shown on Exhibit “B” and described on Exhibit “B-2” shall conform to the City of Sachse Zoning Ordinance, Article 3, Section 5. – C-2 General Commercial District and Section 14.5 Commercial Zone Standards of the Sachse Turnpike Overlay District.
- 2.3 No development shall be permitted within the area defined by the Dalworth Soil Conservation District Water Impoundment Easement as recorded in Volume 4007, Page 460, Deed Records, Denton County, Texas. Clearing and improvements associated with an access road not to exceed 50 feet in width shall be permitted in order to provide access across this area at one location with the roadway being a minimum of 400 feet from the eastern property boundary. Sidewalks, plantings, and other park related improvements shall be permitted in this area with City of Sachse approval. All improvements within this area shall meet all federal and state regulations and meet all conditions of the Water Impoundment Easement.
- 2.4 Screening:
 - a) A screening fence or wall shall not be permitted along the east property boundary or within 875 feet of the northeastern most corner of the property along the north property boundary.

- b) A minimum 50 foot landscape buffer shall be maintained along the north property boundary a minimum distance of 875 feet from the northeastern most corner of the property and 413 feet along the east property boundary terminating outside of the area defined by the Water Impoundment easement. Prior to development of any portion of "Area 2", this landscape buffer shall be planted to provide a visual screen and consists of tree types that exist on the property or evergreen shade trees, and tall shrubs resulting in a tree spaced at a minimum of every 20 feet along the buffer. All new trees shall have a minimum of a 3 inch caliper trunk and be a minimum of 7 feet tall at the time of planting. Evergreen shrubs shall be planted along this buffer to provide a minimum 6 feet tall continuous screen.

All other development (zoning) requirements shall conform to the City of Sachse Zoning Ordinance, Article 3, Section 5, as it exists or may be amended. Special Use Permit (SUP) will be required where indicated adjacent to an allowable use.

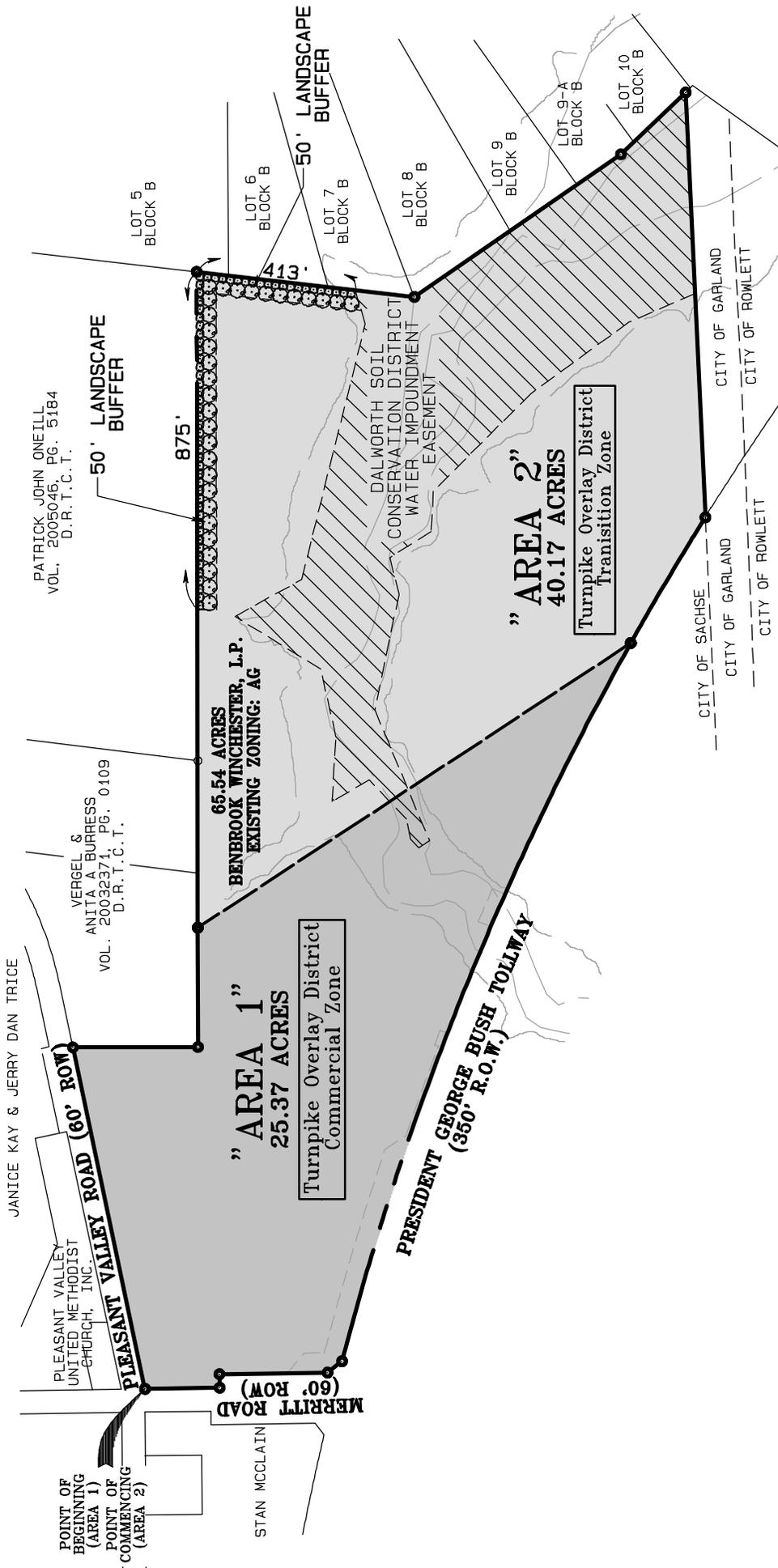


EXHIBIT " B "

BENBROOK WINCHESTER ZONING EXHIBIT



1" = 400'



Legislation Details (With Text)

File #: 12-0729 **Version:** 1 **Name:** Circulation Policy
Type: Regular Agenda Item **Status:** Agenda Ready
File created: 2/23/2012 **In control:** City Council
On agenda: 3/5/2012 **Final action:**
Title: Discuss Library Circulation Policy

Executive Summary
Library manager will update council on circulation fees

Sponsors:

Indexes:

Code sections:

Attachments: [Library Fee Study](#)
[Microsoft PowerPoint - Circpolicy030512](#)
[Microsoft Word - Sachse circulation policy021312](#)
[Microsoft Word - sachse ordinance adoption library policies](#)

Date	Ver.	Action By	Action	Result
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Title
Discuss Library Circulation Policy

Executive Summary
Library manager will update council on circulation fees

Background

Library Manager is proposing new circulation policy to be more comparable with metroplex libraries. This ordinance will enable library staff to substantiate library fees from patrons. The daily fine is being changed from five cents per day to ten cents per day on all materials except DVDS. The fine for DVDS will remain the same at \$1.00 per day.

Policy Considerations

Policy Approved by Library Advisory Board on February 13, 2012

Budgetary Considerations

Fees will be deposited in general fund.

Staff Recommendations

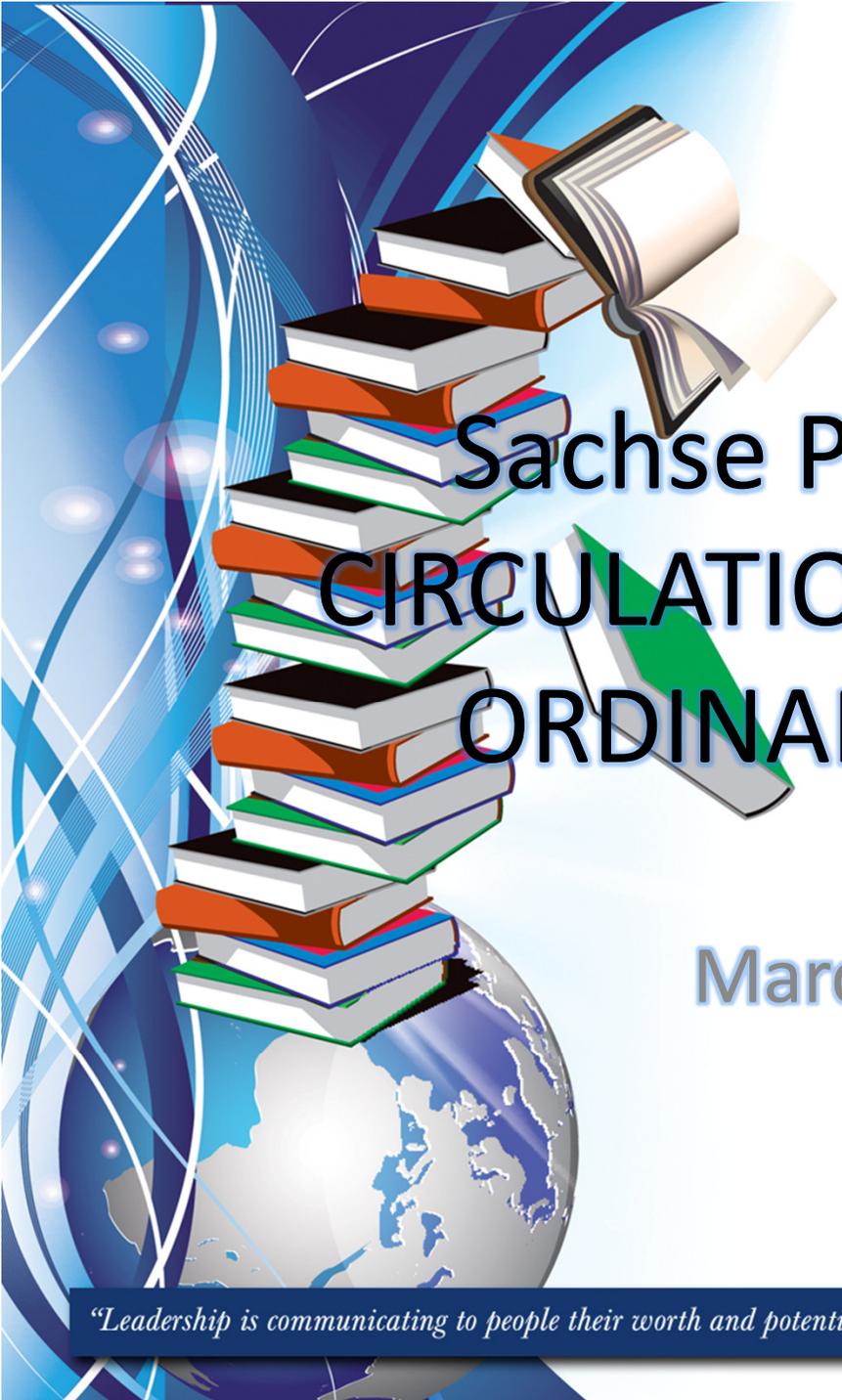
No action required on this item. It is for discussion purposes only. The policy will be on the

March 19, 2012, agenda for approval.

FEE STUDY CONDUCTED BY SMITH PUBLIC LIBRARY IN WYLIE

LIBRARY	COUNTY	Overdue Fine Adult Books	Overdue Fine Juv Books	Overdue Fine Video Formats	NOTES
Allen	Collin	0.25	0.25	1.00	
Wylie	Collin	0.10	0.10	0.25	
McKinney	Collin	0.25	0.25	0.25	
Plano	Collin	0.25	0.25	1.00	
Frisco	Collin	No Fines	No Fines	No Fines	
Sachse	Dallas	0.05	0.05	1.00	
Farmers Branch	Dallas	0.10	0.10	1.00	
Highland Park	Dallas	0.10	0.10	1.00	
Mesquite	Dallas	0.20	0.20	1.00	
Grand Prairie	Dallas	0.25	0.25	1.00	
Richardson	Dallas	0.25	0.25	1.00	
Dallas	Dallas	0.30	0.30	1.00	
Garland	Dallas	0.30	0.30	1.00	Raised fines
Carrollton	Dallas	0.50	0.50	1.00	
Irving	Dallas	No Fines	No Fines	No Fines	
Coppell	Denton	0.10	0.10	1.00	
Denton	Denton	0.25	0.25	1.00	
Lewisville	Denton	0.25	0.25	0.25	
Flower Mound	Denton	No Fines	No Fines	No Fines	
The Colony	Denton	No Fines	No Fines	No Fines	
Corsicana	Navarro	0.10	0.10	1.00	
Amarillo	Other	0.10	0.10	1.50	Lowered fines
Harris County	Other	0.10	0.10	0.25	
Houston	Other	0.20	0.10		
Austin	Other	0.25	0.05	1.00	
Lubbock	Other	0.25	0.25	0.25	
Rockwall County	Rockwall	0.25	0.25	0.50	Lowered video fines
Azle	Tarrant	0.05	0.05	1.00	
Benbrook	Tarrant	0.10	0.10	0.10	
Grapevine	Tarrant	0.10	0.10	0.10	
Lake Worth	Tarrant	0.10	0.10	1.00	
Saginaw	Tarrant	0.10	0.10	1.00	
Watauga	Tarrant	0.10	0.10	1.00	
Everman	Tarrant	0.15	0.15	1.50	
Kennedale	Tarrant	0.15	0.15	0.15	
Richland Hills	Tarrant	0.15	0.15	1.00	
White Settlement	Tarrant	0.15	0.15	1.00	
Bedford	Tarrant	0.20	0.20	0.20	
Haltom City	Tarrant	0.20	0.20	0.20	
Hurst	Tarrant	0.20	0.20	0.20	Lowered fines on videos
Keller	Tarrant	0.20	0.20	1.00	
Fort Worth	Tarrant	0.25	0.15	1.00	
Arlington	Tarrant	0.25	0.25	1.00	
Colleyville	Tarrant	0.25	0.25	1.00	
Crowley	Tarrant	0.25	0.25	0.25	
Eules	Tarrant	0.25	0.25	0.25	
Mansfield	Tarrant	0.25	0.25	0.25	
River Oaks	Tarrant	0.25	0.25	1.25	
Southlake	Tarrant	0.25	0.25	1.00	
North Richland Hills	Tarrant	0.30	0.30	1.00	

*****Note: The highlighted cities are the ones in close proximity of Sachse.**

A stack of approximately 15 books of various colors (orange, white, blue, green) is positioned on top of a globe showing the Americas. A green arrow points upwards from the stack. The background features abstract blue and white lines and a bright light source from the top left.

Sachse Public Library CIRCULATION POLICY AND ORDINANCE REVIEW

March 5, 2012

"Leadership is communicating to people their worth and potential so clearly that they are inspired to see it in themselves." – Melissa Graves

PURPOSE OF CIRCULATION POLICY AND ORDINANCES

- Provide guidelines and checkout periods for materials.
- Protect library property from theft.
- Gives the library staff authority to charge fines for materials that are overdue or not returned.
- Ordinances support the policy and provide the staff with the ability to charge fines.
- The fees for failure to return library materials will be established by council resolution.

“Leadership is communicating to people their worth and potential so clearly that they are inspired to see it in themselves.” – Melissa Graves



POLICY CHANGES

Fines recommended
by the Library Advisory Board

ITEM THAT CHANGED	Current Policy	New Policy
Per day Charge for items except DVDS (remain \$1.00 a day)	.05	.10
Per item max charge	1.00	\$5.00

“Leadership is communicating to people their worth and potential so clearly that they are inspired to see it in themselves.” – Melissa Graves



SUMMARY

- Policy approved by the Library Advisory Board on February 13, 2012.
- Ordinances reviewed by the City Attorney
- Final step is council approval on March 19.

“Leadership is communicating to people their worth and potential so clearly that they are inspired to see it in themselves.” – Melissa Graves

Sachse Public Library Circulation Policy

**POLICY Approved by the board on February 13,
City Attorney review, then Council approval**

1. Borrowers must have a valid library card to check out materials. (A driver's license or other appropriate identification may be used on occasion if the card is forgotten, but should not be used as a permanent substitute for the actual library card.)
2. To apply for a library card:
 - a. Persons 16 and older are to present a photo I.D. and proof of current address – e.g. current driver's license, student I.D., employment identification card, printed personal check, recent utility bill, car registration, etc.
 - b. Persons under 16 are to be accompanied by a parent or guardian who must present proper identification and sign the application form at the time of registration. This parent or guardian is responsible for any fees incurred by the minor.
 - c. First time borrowers may only check out a maximum of 5 items.
3. There is no charge to apply for a library card; a replacement card will cost \$1.00. Identification will be requested before a replacement card is issued.
4. Each patron should use his/her own library card when checking out library material.
5. Loan Periods:

DVDS	7 DAYS (LIMIT FIVE PER CARD)
BOOKS	21 DAYS
BOOKS ON CD/MP3	21 DAYS
E-BOOK READERS (NOTE: THERE IS AN E-BOOK READER POLICY THAT DEFINES THESE GUIDELINES.)	14 DAYS
ALL OTHER MEDIA	21 DAYS
VIDEOCASSETTES	7 DAYS

6. Items (excluding videos & DVD's) may be renewed for the same length of time as the original check-out unless another patron has placed a hold on it. Items may be renewed through the library website, by presenting them at the circulation desk, or by phone.
7. A hold may be placed on any item that is able to be checked out (excluding videos & DVD's). Reference materials, newspapers and magazines may not be checked out.
8. Any type of item or particular subject area may be placed on in-house reserve or limited in number of checked out items in a particular subject at the discretion of the library staff.
9. The library assumes no responsibility for damage caused to a borrower's audiovisual or computer equipment.
10. Copyright laws limit videocassettes, CDs, MP3 audio materials and DVDs to home viewing only and prohibit their duplication. Copyright laws also protect most books, magazines, and other Library media. Do not copy, reproduce, rebroadcast, tamper with, or alter any copyrighted materials in any manner.
11. Overdue material: Any item kept after the return date is overdue and is subject to fines.
12. Overdue Fines shall be set by City Council Resolution.
 - a. 10 cents per day per item – includes all items except videos and DVDs which are \$1.00 per day
 - b. The maximum fine per item is \$5.00.
 - c. E-book readers \$5.00 a day (Patrons are asked to sign an agreement before checking out an e-book reader.)
 - d. Overdue fines will not be charged for days when the library is closed.
 - e. Materials more than 120 days overdue will be deemed lost.
 - f. A patron may not check out any additional materials until all overdue items are returned or replaced.
13. Each patron will be responsible for materials checked out on his/her card as well as fines for late returns, lost items, and items damaged beyond repair. For lost and damaged items, the actual cost of a new or an exact replacement item will be charged. A lost or damaged item may also be replaced with an exact, new copy of the item unless the item had special value above a new item.

14. The Sachse Public Library will make every reasonable attempt to obtain interlibrary loan (ILL) requests. Usually this service is free of charge, though some libraries will charge for ILL loans. The borrower is responsible for any charges.
15. Parents and/or legal guardians are responsible for supervising the materials viewed and selected by their minor children. The Library will not be responsible to determine what materials may or may not be appropriate for children based on their individual circumstances.

Approved by the Library Board February 13, 2012

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 1 “GENERAL PROVISIONS” BY ADDING A NEW SECTION 1-21 TITLED “LIBRARY”; ESTABLISHING THE RESPONSIBILITIES OF THE LIBRARY MANAGER; PROVIDING FOR THE OPERATING POLICIES AND PROCEDURES FOR THE SACHSE PUBLIC LIBRARY; ESTABLISHING FEES; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 1 “General provisions” of the City of Sachse Code of Ordinances be, and the same is hereby amended by adding Section 1-21 “Library” to read as follows:

“Sec. 1-21 Library

A. Definitions.

Library shall mean the Sachse Public Library.

Library Manager shall mean the library manager or designee.

Library Board shall mean the advisory board of the Sachse Public Library.

B. Library manager.

All library department activities shall be administered under the direction of a library manager. The manager is responsible for carrying out approved policies under the direction of the city manager. The library manager shall provide staff support to the library board.

The city shall be entitled to pursue collection of fees and/or costs for overdue or lost materials through its employees and agents.

C. Operating policies and procedures.

The library manager shall be responsible for day to day operations of the library. The library will be operated in accordance with administrative directives and procedures issued by the city manager or his designee, the library manager. All policies shall be recommended by the library board and approved by the city council, a copy of which shall be kept on file in the office of the city secretary.

D. Identification of borrowers; overdue materials.

(1) Any person making application to borrow materials from the library will be required to

present whatever documents are deemed necessary by the librarian for adequate identification of the applicant.

(2) Any person who has outstanding fees for overdue materials may be disallowed from further borrowing until the fees have been paid.

(3) The fees for failure to return library materials, which have been borrowed from the Library shall be established by city council resolution.”

SECTION 2. That all provisions of the Ordinances of the City of Sachse, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 5. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provides.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas this the _____ day of _____, 2012.

APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

Terry Smith
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney



Legislation Details (With Text)

File #: 12-0719 **Version:** 1 **Name:** Consider an appointment to the Library Board.
Type: Regular Agenda Item **Status:** Agenda Ready
File created: 2/22/2012 **In control:** City Council
On agenda: 3/5/2012 **Final action:**
Title: Consider an appointment to the Library Board.

Executive Summary
This agenda item is provided for Council to consider an appointment to the Library Board.

Sponsors:

Indexes:

Code sections:

Attachments: [Library Bd. apps. membership.pdf](#)

Date	Ver.	Action By	Action	Result
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Title
Consider an appointment to the Library Board.

Executive Summary
This agenda item is provided for Council to consider an appointment to the Library Board.

Background
Mr. Michael Ewing resigned his seat on the Library Board over the holidays. Staff has advertised the vacancy and received two applications. They are: Mary Saathoff and Diane Model. Council will conduct these two interviews in workshop session. Please see attached applications and Library Board membership list. There is an agenda item on the regular agenda for the Council to take action on the vacancy. (This appointment will be for an unexpired term that ends in November of this year).

Policy Considerations
This appointment will leave the Library Board at full membership.

Budgetary Considerations
None.

Staff Recommendations
Council consider an appointment to the Library Board, as appropriate.

Terry Smith

From: support@civicplus.com
Sent: Monday, January 23, 2012 11:32 AM
To: Terry Smith; Denise Vice
Subject: Library Bd

If you are having problems viewing this HTML email, click to view a [Text version](#).

Application for Boards and Commissions

As an applicant for a Board or Commission, your name, address, and telephone number will be available to the press and the public.

Please select the Board / Commission you are applying for:

First choice: [Library Board
Second choice: [Animal Shelter Board
Third choice: [Parks and Recreation Commission

Personal Information

Name: Mary Saathoff
Address: 4108 Emerson Way, Sachse, TX 75048
Business Phone: - Home Phone: 214-629-0522
Email Address: usatxmom@gmail.com
Occupation: Library Assistant
Education: Some College and lots of life experience

Residency Information

How long have you lived in Sachse? Since 1992
Are you a registered voter? Yes No Voter Registration Number:

Organization Membership Information

List qualifications you feel make you a good candidate for this position: I'm willing to commit to the meetings and term. I currently work in a library and have an idea about what it's all about.
Professional and/or community activities: Library Assistant. Venturing Crew 145 Committee Secretary
If you are currently serving on a City of Sachse board or commission, which one: [Select from dropdown list
Service dates (from/to):
If you have previously served on a City of Sachse board or commission, which one: [Parks and Recreation Commission
Service dates (from/to): Can't remember, must be in the records somewhere
By typing my name in the box I certify the above statements to be true and correct and that this information can be used for the purpose of processing my application for service on a Sachse Board and/or Commission. Mary Saathoff
Date: 1/23/2012

Thank you for your interest. You will be contacted when action is taken on your application.

The following form was submitted via your website: Application for Boards and Commissions

First choice:: Library Board

Second choice:: Animal Shelter Board

Third choice:: Parks and Recreation Commission

Name:: Mary Saathoff

Address:: 4108 Emerson Way, Sachse, TX 75048

Business Phone:: -

Home Phone:: 214-629-0522

Email Address:: usatxmom@gmail.com

Occupation:: Library Assistant

Education:: Some College and lots of life experience

How long have you lived in Sachse?: Since 1992

Are you a registered voter?: Yes

Voter Registration Number::

List qualifications you feel make you a good candidate for this position:: I'm willing to commit to the meetings and term.

I currently work in a library and have an idea about what it's all about.

Professional and/or community activities:: Library Assistant.

Venturing Crew 145 Committee Secretary

If you are currently serving on a City of Sachse board or commission, which one:: Select from dropdown list

Service dates (from/to)::

If you have previously served on a City of Sachse board or commission, which one:: Parks and Recreation Commission

Service dates (from/to):: Can't remember, must be in the records somewhere

By typing my name in the box I certify the above statements to be true and correct and that this information can be used for the purpose of processing my application for service on a Sachse Board and/or Commission.: Mary Saathoff

Date:: 1/23/2012

Terry Smith

From: support@civicplus.com
Sent: Monday, January 02, 2012 1:57 PM
To: Terry Smith; Denise Vice
Subject: Online Form Submittal: Application for Boards and Commissions

If you are having problems viewing this HTML email, click to view a [Text version](#).

Application for Boards and Commissions

As an applicant for a Board or Commission, your name, address, and telephone number will be available to the press and the public.

Please select the Board / Commission you are applying for:

First choice: [Library Board
Second choice: [Library Board
Third choice: [Library Board

Personal Information

Name: Diane Model
Address: 6419 Crestmoor Lane, Sachse, TX 75048
Business Phone: 972-429-3114 Home Phone: 972-429-1170
Email Address: diane.model@wylieisd.net
Occupation: Librarian
Education: BS: El. Ed. Masters LS.

Residency Information

How long have you lived in Sachse? 6.5 years
Are you a registered voter? Yes No Voter Registration Number: 1081194472

Organization Membership Information

List qualifications you feel make you a good candidate for this position: I have been a school librarian for over 20 years.

Professional and/or community activities: Member of Texas Library Association.

Are you currently serving on a Board or Commission in Sachse? Yes No

If so, which one: [Planning and Zoning Commission

Service dates (from/to):

Have you ever served on a Board or Commission in Sachse? Yes No

If so, which one: [Planning and Zoning Commission

Service dates (from/to):

By typing my name in the box I certify the above statements to be true and correct and that this information can be used for the purpose of processing my application for service on a Sachse Board and/or Commission. Diane P. Model

Date: 1/2/2012

Thank you for your interest. You will be contacted when action is taken on your application.

The following form was submitted via your website: Application for Boards and Commissions

First choice:: Library Board

Second choice:: Library Board

Third choice:: Library Board

Name:: Diane Model

Address:: 6419 Crestmoor Lane, Sachse, TX 75048

Business Phone:: 972-429-3114

Home Phone:: 972-429-1170

Email Address:: diane.model@wylieisd.net

Occupation:: Librarian

Education:: BS: El. Ed.
Masters LS.

How long have you lived in Sachse?: 6.5 years

Are you a registered voter?: Yes

Voter Registration Number:: 1081194472

List qualifications you feel make you a good candidate for this position:: I have been a school librarian for over 20 years.

Professional and/or community activities:: Member of Texas Library Association.

Are you currently serving on a Board or Commission in Sachse?: No

If so, which one:: Planning and Zoning Commission

Service dates (from/to)::

Have you ever served on a Board or Commission in Sachse?: No

If so, which one:: Planning and Zoning Commission

Service dates (from/to)::

By typing my name in the box I certify the above statements to be true and correct and that this information can be used for the purpose of processing my application for service on a Sachse Board and/or Commission.: Diane

LIBRARY BOARD

<u>MEMBERS</u>	<u>TITLE</u>	<u>CONTACT INFO</u>	<u>TERM EXPIRES</u>
Dixie Scogin 1802 Vicksburg Dr. Sachse, TX 75048		940-530-1725 (H)	November 2013
Robert Rodgers 1518 Bonanza Court Sachse, TX 75048		214-206-2581 (W) 972-530-9720 (H)	November 2013
Judith Lensch 1714 Cornwall Sachse, TX 75048		972-530-6478 (H)	November 2013
Vacant (M. Ewing)		(W) (H)	November 2012
Dia Rhoden 7008 Oak Lawn Sachse, TX 75048		972-800-2427 (W) 972-495-7059 (H)	November 2012
Patrece King 3404 Potomac Drive Sachse, TX 75048		214-417-6185 (W) 972-496-5482 (H)	November 2012
Amos Pettis 4420 Canvasback Ln. Sachse, TX 75048	Chairman	214-987-8181 (W) 972-414-1196 (H)	November 2012
Todd Ronnau	City Council Liaison	214-869-1483	