

**Request for Proposals
Comprehensive Plan Update
City of Sachse, Texas
2016**



Proposal Due Date: Tuesday, January 26th @ Noon

Consultant Interviews

Staff will contact consultants chosen for interviews the last week of January. Interview times with staff have been reserved for the first week of February. Consultants are highly encouraged to ensure their respective availability to meet with staff Monday thru Wednesday, February 1st thru 3rd. The City of Sachse intends to award the contract at its February 15th regular meeting of the City Council. Staff acknowledges the challenges of a condensed timeline and appreciates the eager cooperation of all consultants. Please also ensure that the team members working on the project attend the interview.

Primary Contact

Sachse recognizes the inherent complexity presented to professional planning consultants when discussing a long-range project of a conceptual nature. Thus, consultants are encouraged to contact the staff member listed below for any points of clarification and with any questions.

Dusty McAfee, AICP
Community Development Director
City of Sachse
dmcafee@cityofsachse.com

City of Sachse
Community Development Department
3815-B Sachse Road
Sachse, TX 75048

Project Objective

The City of Sachse is seeking the assistance of a professional planning consultant to develop a new Comprehensive Plan that focuses on specific areas of need with a methodology that involves meaningful public engagement. The existing plan was adopted in 2001, and Sachse's population has more than doubled since that time.

Public Participation

The consultant will utilize a variety of approaches, mediums, and tools to survey the community, including, but not limited to maintaining active social media, attendance at special events, town hall meetings, presentations to boards and commissions, and other innovative techniques to ensure quality and comprehensive public outreach and involvement from the community. High expectations exist for the consultant's ability to effectively utilize social media throughout the project and brand the campaign.

Timeline

The submission deadline is in late January with interviews the first week of February and contract awarding in mid-February. This is an expedited process with an expectation for plan approval in late 2016.

City Commitment

The Sachse City Council has expressed its commitment to and support of the Comprehensive Planning process. Sufficient resources exist to ensure that consultants effectively engage the public, examine and learn about the community in its data collection, and generate a quality product to serve the city.

Contract

Attached is the Professional Services Agreement that will be used for this project. The final project scope, schedule of work, and compensation will be discussed during the interview process. Please ensure that proposals address these matters so that the integrity of the expedited timeline is not compromised.

Plan Components

Sachse is a land-locked city with a foreseeable build-out and has identified known areas of need to target. However, Sachse acknowledges the expertise and sophistication of professional consultants and does not desire to discourage the creative process. The following contents are considered minimum priorities for Sachse:

- **FLUP Update**
An updated Future Land Use Plan (FLUP) is desired to help simplify future zoning cases by minimizing conflict, to focus on the approximately 1,000 acres of remaining undeveloped land, and to express the preferred lot size and density preferences of Sachse.
- **Visual Preference Surveys**
In order to avoid confusing terminology and better express ideas and preferences, the use of visual preference surveys will help extract expectations from Sachse residents and officials.
- **Parks Facilities Plan**
A listing of desired facilities based upon community input, prioritized by feasible budgetary constraints, along with recommendations for funding mechanisms to achieve them and corresponding timelines is expected.
- **Master Trails Plan**
A graphic display of current and future trails within Sachse, regional tie-in options, and developer contribution opportunities is expected to be intelligently and thoughtfully created.
- **Thoroughfare Plan**

Sachse's current thoroughfare plan largely serves its needs; however, some minor tweaking and massaging in congruence with the other Plan elements for improvement opportunities is needed.

- **Corridor Plan (S.H. 78)**

Several individual efforts by EDC (Beautification) and the City (Visioning) are expected to be consolidated, revised as necessary, and finished. SH 78 is a primary corridor within Sachse coping with redevelopment pressures, typical aged built forms, and other challenges. A discussion of corridor enhancements, funding mechanisms for implementation, and a unified strategic approach for its future is expected.

- **Financial & Population Forecasts**

Sachse hopes to explore how its land use decisions impact its long range tax base and population. It is anticipated that this dialogue helps identify challenges to future service delivery, helps shape the FLUP, and is the foundation for the CIP plan in an informed manner.

- **List of Ordinance Revisions**

Many of Sachse's ordinances need attention, complete overhaul, or just minor revision. Staff will draft these in-house in the future; however, a comprehensive identification of ordinances requiring revision in addition to the major content elements of each is wanted.

- **Role of Mixed Use**

In concert with the visual preference surveys, one anticipated result of the comprehensive planning process is to define the role of mixed use in Sachse. There are areas where the FLUP and zoning do not match (old town area), and there are areas where it has been discussed in the past (Bush Turnpike corridor). How mixed use applies to Sachse, what that looks like, and implementation steps to achieve it is needed.

- **Best Practices**

Each community is unique and sovereign, and one size does not fit all. However, some programs and best practices may be quite beneficial to Sachse. This may include systematic recommendations, sustainability programs, and other innovative ideas for Sachse to explore for future consideration.

Submissions

Submissions should be delivered on time and contain 5 bound copies and 1 electronic copy. Please respect a general 25 page limit (or less). Finally, please include the professional resume of each team member who will work on the project with staff throughout the process.

Benediction

The intentional brevity of this RFP is to respect the innovation of the consultant from the tendency of local government to dictate process and form and to encourage an exceptional proposal that uniquely meets Sachse's needs. We truly value the professional planning consultant!

Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in Exhibit "A".

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of _____ Dollars (\$_____). Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charged for such service, reimbursable expenses, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services 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, telephone, internet and email 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 services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

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 Professional shall provide written notice to and approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to

be paid Professional hereunder, and shall not otherwise be reimbursed by the City unless provided differently herein.

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

5.4 The Professional shall submit monthly progress reports and attend progress meetings as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 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.

6.2 Assignment. The Professional may not assign this Agreement 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.

6.3 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.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; 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.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

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

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that the 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 the 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.

6.8 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:

Attn: _____

City of Sachse, Texas
3815 Sachse Road
Sachse, Texas 75048

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Professional:

Attn: _____

With a copy to:

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability 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 per occurrence for injury to persons (including death), and for property damage; (ii) 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 with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.
- (b) All policies of insurance shall be endorsed and contain the following provisions:
 - (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and

Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (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, except for Professional Liability Insurance. The Professional shall provide written notice to the City of any material change of or to the insurance required herein.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

6.10 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Midlothian.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors, and will inform the City of Midlothian of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.11 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 OR BREACH OF CITY’S OBLIGATIONS HEREUNDER. 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 OF ANY KIND 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 NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). 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.

6.12 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.

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

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2016.

City of Sachse, Texas

By: _____
Name: _____
Title: _____

Attest:

By: _____
Michelle Lewis Sirianni
City Secretary

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(12-09-15/74601)

EXECUTED this _____ day of _____, 2016.

Professional

By: _____
Name: _____
Title: _____

EXHIBIT "A"
Scope of Services

(to be attached)