



**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
MAY 23, 2017 - 7:00 PM
COUNCIL CHAMBERS
ALLEN CITY HALL
305 CENTURY PARKWAY
ALLEN, TX 75013**

Call to Order and Announce a Quorum is Present.

Pledge of Allegiance.

Public Recognition.

1. Citizen's Comments.

[The City Council invites citizens to speak to the Council on any topic not on the agenda or not already scheduled for Public Hearing. Prior to the meeting, please complete a "Public Meeting Appearance Card" and present it to the City Secretary. The time limit is three minutes per speaker, not to exceed a total of fifteen minutes for all speakers.]

2. Administration of the Oath-of-Office and Presentation of the Certificate-of-Election.
3. Public Recognition of the Keep Allen Beautiful Reuse-A-Shoe Contest Winners.

Consent Agenda.

[Routine Council business. Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Councilmember or member of staff.]

4. Approve Minutes of the May 9, 2017, Regular City Council Meeting.
5. Approve Minutes of the May 16, 2017, Special Meeting for the Canvass of the General Election.
6. Motion to Reappoint Mr. James Kerr to the North Texas Municipal Water District Board as a Representative for the City of Allen for a Two-Year Term Effective June 1, 2017, through May 31, 2019.
7. Adopt an Ordinance Approving a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division Regarding the Company's 2017 Rate Review Mechanism (RRM) Filing.

8. Adopt a Resolution Approving the City of Allen's Participation in the Texas Enterprise Zone Program and Nominating Enforcement Video, LLC d/b/a WatchGuard Video to the Office of the Governor, Economic Development and Tourism as an Enterprise Zone Project.
9. Adopt a Resolution Establishing the Name "Spirit Park" for the Westside Community Park of the City of Allen.
10. Authorize the City Manager to Execute the Purchase of Maintenance, Repair and Operations Supplies and Equipment with Grainger for an Estimated Annual Amount of \$70,000 with the Option for Two One-Year Renewals.
11. Authorize the City Manager to Negotiate and Execute Construction Agreements with Trinity Boring Solutions, Inc. d/b/a Texas Directional Boring, Golden State Hockey Rush, LLC d/b/a GS Ice Sports, and Polk Mechanical Company for Repair of the Community Ice Rink Warm Floor System in a Total Construction Amount of \$458,763.
12. Authorize the City Manager to Execute a Contract with Scientel Solutions to Supply, Install and Configure a Microwave Network in the Amount of \$413,996.26.
13. Authorize the City Manager to Execute a Software License and Maintenance Agreement with Azteca Systems for the Cityworks Asset Management and Work Order Software Platform for an Amount of \$40,000 with the Option for Three One-Year Renewals.
14. Authorize the City Manager to Execute a Professional Services Agreement with New Edge Services for Software Implementation Services of the Cityworks Asset Management and Work Order Platform in the Amount of \$59,000.
15. Award Bid and Authorize the City Manager to Execute a Contract with Ratliff Hardscape, Ltd for the Allen Public Library Parking Lot Expansion Project in the Amount of \$719,170.58.
16. Authorize the City Manager to Execute a Professional Services Contract with Huitt-Zollars, Inc. for the Schematic Design of the Allen Drive/US75 Interchange Improvements in the Amount of \$225,953.
17. Authorize the City Manager to Execute a Professional Services Agreement with Pierce Goodwin Alexander & Linville, Inc. d/b/a PGAL, LLC, for Architectural/Engineering Services for Phase I of the Central Fire Station Remodel & Expansion Project in the Amount of \$200,085.
18. Authorize the City Manager to Execute a Professional Services Contract with Kimley-Horn for the Design of the Bethany Intersections Improvement Project in the Amount of \$157,980.
19. Authorize the City Manager to Execute a Facilities Agreement with Watters Creek Owner, LLC Related to Bethany Intersections Improvements.
20. Receive the Summary of Property Tax Collections as of April 2017.

Regular Agenda.

21. Adopt a Resolution Establishing Rates and Fees for Commercial and Residential Solid Waste, Recycling, and Household Hazardous Waste Services.
22. Consider all Matters Incident and Related to the Issuance and Sale of City of Allen, Texas, General Obligation Bonds, Series 2017, Including the Adoption of an Ordinance Authorizing the Issuance of Such Bonds, Establishing Parameters for the Sale and Issuance of Such Bonds and Delegating Certain Matters to Authorized Officials of the City.

Other Business.

23. Calendar.
 - May 29 - Memorial Day Holiday
 - May 30 - June 6 - City of Allen Runoff Election - Early Voting Period
 - June 10- Runoff Election Day, 7 a.m. - 7 p.m.
24. Items of Interest. [*Council announcements regarding local civic and charitable events, meetings, fundraisers, and awards.*]

Executive Session. (As needed)

Legal, Section 551.071.

As authorized by Section 551.071(2) of the Texas Government Code, the Workshop Meeting and/or the Regular Agenda may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein.

(Closed to Public as Provided in the Texas Government Code.)

25. Personnel Pursuant to Section 551.074 of the Texas Government Code —

Discuss Appointment to Fill a Vacancy on the Planning and Zoning Commission.

26. Reconvene and Consider Action on Items Discussed During Executive Session.

Adjournment.

This notice was posted at Allen City Hall, 305 Century Parkway, Allen, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, May 19, 2017 at 5:00 p.m.

Shelley B. George, City Secretary

Allen City Hall is wheelchair accessible. Access to the building and special parking are available at the entrance facing Century Parkway. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 214.509.4105.

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:	May 23, 2017
SUBJECT:	Administration of the Oath-of-Office and Presentation of the Certificate-of-Election.
STAFF RESOURCE:	Shelley B. George, City Secretary

BACKGROUND

According to Section 2.15 of the Allen City Charter, "the first meeting of each newly elected council, for induction into office, shall be held at the first regular meeting following its election"

The General Election of the Allen City Council was held on May 6, 2017. The Allen City Council conducted the Canvass of the Election on May 16, 2017, at which time the following were declared duly elected:

Mayor: Steve Terrell

City Secretary Shelley George will administer the Oath-of-Office to the duly elected Mayor and Mayor Pro Tem Caplinger will present the Certificate-of-Election.

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

May 23, 2017

SUBJECT:

Approve Minutes of the May 9, 2017, Regular City Council Meeting.

STAFF RESOURCE:

Shelley B. George, City Secretary

ATTACHMENTS:

Minutes

ALLEN CITY COUNCIL

REGULAR MEETING

MAY 9, 2017

Present:

Stephen Terrell, Mayor

Councilmembers:

Gary L. Caplinger, Mayor Pro Tem
Kurt Kizer
Ross Obermeyer
Joey Herald (arrived at 6:46 p.m.)
Robin L. Sedlacek
Baine Brooks

City Staff:

Peter H. Vargas, City Manager
Shelli Siemer, Assistant City Manager
Eric Ellwanger, Assistant City Manager
Shelley B. George, City Secretary
Teresa Warren, Director, Public and Media Relations Office
Rebecca Vice, Assistant to the City Manager
Pete Smith, City Attorney

Workshop Session

With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Terrell at 6:25 p.m. on Tuesday, May 9, 2017, in the City Council Conference Room of the Allen City Hall, 305 Century Parkway, Allen, Texas.

- 1. Update Regarding Fat, Oil, Grease (FOG) and Environmental Health Ordinances.**
- 2. Committee Updates from City Council Liaisons.**
- 3. Questions on Current Agenda.**

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 7:01 p.m. on Tuesday, May 9, 2017.

Call to Order and Announce a Quorum is Present

With a quorum of the Councilmembers present, the Regular Meeting of the Allen City Council was called to order by Mayor Terrell at 7:07 p.m. on Tuesday, May 9, 2017, in the Council Chambers of the Allen City Hall, 305 Century Parkway, Allen, Texas.

Pledge of Allegiance

Public Recognition

1. **Citizen's Comments.**
2. **Presentation of Proclamations by the Office of the Mayor.**
 - Presentation of a Proclamation to Julie Olles, Allen Senior Recreation Center Supervisor, and Stephen Hood, Executive Director of Wellness Center for Older Adults, Proclaiming May 2017 as "Older Americans Month."
 - Presentation of a Proclamation to Stephen Massey, Director of Community Services with the City of Allen, Proclaiming May 21-27, 2017, as "Public Works Week."
3. **Annual Report by Greg Roemer, President of Community Waste Disposal, Inc. (CWD)**

Consent Agenda

MOTION: Upon a motion made by Councilmember Obermeyer and a second by Councilmember Brooks, the Council voted seven (7) for and none (0) opposed to adopt all items on the Consent Agenda as follows:

4. **Approve Minutes of the April 25, 2017, Regular City Council Meeting.**
5. **Authorize the City Manager to Execute a Contract with Golden State Hockey Rush, LLC, dba GS Ice Sports, for Consulting Services Related to the Repair of the Community Ice Rink Warm Floor System in the Amount of \$49,900.**
6. **Award Bid and Authorize the City Manager to Execute a Contract with O3 Concrete Contractors, LLC., for the Chelsea Boulevard and Allen Commerce Parkway Intersection Improvements in the Amount of \$275,966.11.**
7. **Award Bid and Authorize the City Manager to Execute an Annual Contract for Temporary Personnel for Food and Beverage Service with Salazar Services, LLC, dba F&B Services, as the Primary Vendor and First Class Workforce Solutions as the Secondary Vendor with Options of Two One-Year Renewals for an Estimated Annual Amount of \$461,820.**
8. **Award Bid and Authorize the City Manager to Execute an Annual Contract with D&L Entertainment for Temporary Personnel for Guest Services at the Allen Event Center with Options of Two One-Year Renewals for an Estimated Annual Amount of \$348,660.**
9. **Approve the Recommendation from the Tax Increment Financing (TIF) Reinvestment Zone Number One (Garden District) Board of Directors Relating to Payment to Watters Creek Owner, LLC, from the TIF Fund in the Amount of \$665,709.27 from the City tax increment, \$127,911.97 from the County tax increment, and a Payment to the City from the TIF Fund in the Amount of \$15,000 for Administrative Support.**
10. **Receive the Investment Report for the Period Ending March 31, 2017.**
11. **Receive the Unaudited Financial Report for the Period Ending March 31, 2017.**

The motion carried.

Regular Agenda

12. **Conduct a Public Hearing and Adopt an Ordinance Amending Planned Development No. 54 to Change the Base Zoning from Medium Density Single Family to Single-Family Residential R-6, and Adopt a Concept Plan, Building Elevations, and Development Regulations for a 28.378± Acre Portion of Lot 1, Block Y, Twin Creeks Phase 7A-1, Generally Located at the Southwest Corner of Ridgeview Drive and Exchange Parkway. [Walnut Springs at Twin Creeks - Single-Family Residential]**

Mayor Terrell opened the Public Hearing and asked anyone wishing to speak for or against this item to do so at this time.

David Hicks, 1 Woodlake Drive, Allen, Texas, spoke in support of the item.

With no one else speaking, Mayor Terrell closed the public hearing.

ORDINANCE NO. 3467-5-17: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE ZONING REGULATIONS AND ZONING MAP, AS PREVIOUSLY AMENDED, RELATING TO THE USE AND DEVELOPMENT OF LOT 1, BLOCK Y, TWIN CREEKS PHASE 7A-1 AND PRESENTLY ZONED PLANNED DEVELOPMENT “PD” NO. 54 FOR MEDIUM DENSITY SINGLE FAMILY “MDSF” BY CHANGING THE BASE ZONING TO SINGLE-FAMILY RESIDENTIAL “R-6” AND ADOPTING DEVELOPMENT REGULATIONS, A CONCEPT PLAN, AND BUILDING ELEVATIONS; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Herald and a second by Mayor Pro Tem Caplinger, the Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 3467-5-17, as previously captioned, amending Planned Development No. 54 to Change the Base Zoning from Medium Density Single Family to Single-Family Residential R-6, and Adopt a Concept Plan, Building Elevations, and Development Regulations Relating to a 28.378± Acre Portion of Lot 1, Block Y, Twin Creeks Phase 7A-1, Generally Located at the Southwest Corner of Ridgeview Drive and Exchange Parkway, for Walnut Springs. The motion carried.

13. **Conduct a Public Hearing and Adopt an Ordinance to Establish Planned Development No. 128 and Change the Base Zoning from Agriculture Open Space to PD No. 128 for Data Center Use, and Adopt a Concept Plan, Building Elevations, and Development Regulations Relating to a 65.578± Acre Portion of the George Phillips Survey, Abstract No. 701, Generally Located North of Allen Commerce Parkway and East of Chelsea Boulevard. [Cyrus One Data Center]**

Mayor Terrell opened the Public Hearing and asked anyone wishing to speak for or against this item to do so at this time.

With no one speaking, Mayor Terrell closed the public hearing.

ORDINANCE NO. 3468-5-17: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE ZONING REGULATIONS, AND ZONING MAP, AS PREVIOUSLY AMENDED, BY GRANTING

A CHANGE IN ZONING FROM AGRICULTURE OPEN SPACE "AO" TO PLANNED DEVELOPMENT "PD" NO. 128 FOR DATA CENTER RELATED USES ON 65.578± ACRES OUT OF THE GEORGE PHILLIPS SURVEY, ABSTRACT NO. 701, AND ADOPTING DEVELOPMENT REGULATIONS, A CONCEPT PLAN, AND BUILDING ELEVATIONS; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Sedlacek and a second by Councilmember Herald, the Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 3468-5-17, as previously captioned, establishing Planned Development No. 128, to change the base zoning from Agriculture Open Space to PD No. 128 for Data Center Use, and adopt a Concept Plan, Building Elevations, and Development Regulations Relating to a 65.578± Acre Portion of land generally located north of Allen Commerce Parkway and west of Chelsea Boulevard for Cyrus One Data Center. The motion carried.

14. Conduct a Public Hearing and Adopt an Ordinance to Establish Planned Development No. 129 for Corridor Commercial for a Data Center Use and Adopt a Concept Plan, Building Elevations, Screening Plan, and Development Regulations for a 12.614± Acre Portion of Lot 2R, Block A, Allen Commerce Center Addition, Generally Located North of Allen Commerce Parkway and West of US Highway 75. [DFW II Data Center - Compass Data Center]

Mayor Terrell opened the Public Hearing and asked anyone wishing to speak for or against this item to do so at this time.

With no one speaking, Mayor Terrell closed the public hearing.

ORDINANCE NO. 3469-5-17: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE ZONING REGULATIONS, AND ZONING MAP, AS PREVIOUSLY AMENDED, BY GRANTING A CHANGE IN ZONING FROM CORRIDOR COMMERCIAL "CC" TO PLANNED DEVELOPMENT "PD" NO. 129 CORRIDOR COMMERCIAL "CC" FOR DATA CENTER USES ON A 12.614± ACRE PORTION OF LOT 2R, BLOCK A, ALLEN COMMERCE CENTER ADDITION, BEING FURTHER DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; ADOPTING DEVELOPMENT REGULATIONS, A CONCEPT PLAN, BUILDING ELEVATIONS, AND A SCREENING PLAN; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Obermeyer and a second by Councilmember Herald, the Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 3469-5-17, as previously captioned, to establish Planned Development No. 129 for Corridor Commercial for a Data Center Use and adopt a Concept Plan, Building Elevations, Screening Plan, and Development Regulations for a 12.614± acre portion of Lot 2R, Block A, Allen Commerce Center Addition, generally located north of Allen Commerce Parkway and west of US Highway 75, for DFW II Data Center. The motion carried.

Other Business

15. Calendar.

- May 16, 2017 – Canvass of the General Election; City Hall, 3:00 p.m.
- June 10, 2017 – Run Off Election.

16. Items of Interest.

- Change the World weekend, a 3C Allen event, hosted by the Allen Ministerial Alliance is being held on May 19-21 in Allen, Lucas, and Fairview.
- The Allen Americans Hockey Team play in Game 6 of the 2017 Kelly Cup Playoffs at the Allen Event Center on May 9.
- Councilmember Herald wished all mothers a happy Mother's Day this Sunday.
- Council wished happy birthday to Mayor Pro Tem Caplinger and Teresa Warren, PAMRO Director.
- Council congratulated the Allen Eagles Shooting Team for winning their fifth straight championship title.
- Councilmember Obermeyer congratulated his grandsons and students participating in Destination Imagination for heading to the Global Finals Tournament in Knoxville, Tennessee on May 24.

Executive Session

17 Personnel Pursuant to Section 551.074 of the Texas Government Code —

- **Discuss Appointment to Fill a Vacancy on the Planning and Zoning Commission.**

18. Reconvene and Consider Action on Items Discussed During Executive Session.

The Executive Session was not held.

Adjournment

MOTION: Upon a motion made by Councilmember Herald and a second by Councilmember Brooks, the Council voted seven (7) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 8:07 p.m. on Tuesday, May 9, 2017. The motion carried.

These minutes approved on the 23rd day of May 2017.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

May 23, 2017

SUBJECT:

Approve Minutes of the May 16, 2017, Special Meeting for the Canvass of the General Election.

STAFF RESOURCE:

Shelley B. George, City Secretary

ATTACHMENTS:

Minutes

**ALLEN CITY COUNCIL
SPECIAL CALLED MEETING
CANVASS OF THE ELECTION
MAY 16, 2017**

Present:

Stephen Terrell, Mayor

Councilmembers:

Gary Caplinger, Mayor Pro Tem
Kurt Kizer (absent)
Ross Obermeyer
Joey Herald
Robin L. Sedlacek
Baine Brooks (arrived at 3:06 p.m.)

City Staff:

Peter H. Vargas, City Manager
Shelli Siemer, Assistant City Manager (absent)
Eric Ellwanger, Assistant City Manager
Shelley B. George, City Secretary
Peter G. Smith, City Attorney (absent)
Rebecca Vice, Assistant to the City Manager
Rocio Gonzalez, Senior Administrative Assistant

Call to Order and Announce a Quorum is Present

With a quorum of the Councilmembers present, the Special Called Meeting of the Allen City Council was called to order by Mayor Terrell at 3:02 p.m. on Tuesday, May 16, 2017, in the Council Chambers of the Allen City Hall, 305 Century Parkway, Allen, Texas.

**Consider All Matters Incident
and Related to the General Election Held on May 6, 2017**

1. Canvass of Election Returns.

Ms. George reviewed for the City Council the election returns for the City Council General Election of Mayor and City Councilmember for Place No. 2. She distributed and reviewed handout materials including early voting totals, Election Day totals, and the combined Election Day totals. She also reviewed voting statistics including 57,310 registered voters and 4,980 total votes, which indicated a 8.7% voter turnout. Any votes cast by military overseas ballots (FPCA - Federal Post Card Application) and provisional ballots have been verified by the Early Voting Ballot Board and are included in the verified totals. The totals verified the following results:

	EARLY VOTES CAST	REGULAR VOTES CAST	TOTAL VOTES CAST
MAYOR			
STEVE TERRELL	2,263	1,329	3,592
NAOMI R. EMMETT	730	513	1,243
COUNCILMEMBER PLACE NO. 2			
TABASSUM "MUNIA" AHMAD	764	637	1,401
CARL CLEMENCICH	1,365	694	2,059
SHIRLEY MANGRUM	793	483	1,276

2. Adopt a Resolution Declaring the Results of the General Election for Mayor and Councilmember Place 2.

RESOLUTION NO. 3470-5-17(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, DECLARING THE RESULTS OF THE GENERAL ELECTION OF THE CITY OF ALLEN HELD MAY 6, 2017, FOR THE PURPOSE OF ELECTING THE MAYOR AND CITY COUNCILMEMBER FOR PLACE NO. 2; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion by Councilmember Sedlacek and a second by Councilmember Obermeyer, the Council voted five (5) for and none (0) opposed to approve Resolution No. 3470-5-17(R), as previously captioned, declaring the results of the May 6, 2017, General Election. The motion carried.

3. Adopt a Resolution Ordering a Runoff Election to be held on June 10, 2017, for the Purpose of Electing the Councilmember for Place 2.

RESOLUTION NO. 3471-5-17(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ORDERING A RUNOFF ELECTION TO BE HELD ON JUNE 10, 2017, FOR THE PURPOSE OF ELECTING THE CITY COUNCILMEMBER FOR PLACE NO. 2; DESIGNATING LOCATION OF POLLING PLACE; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Brooks took his seat at the Council dais.

MOTION: Upon a motion by Councilmember Herald and a second by Councilmember Obermeyer, the Council voted six (6) for and none (0) opposed to approve Resolution No. 3471-15-17(R), as previously captioned, ordering the June 10, 2017, Runoff Election. The motion carried.

Adjourn

MOTION: Upon a motion made by Councilmember Herald and a second by Councilmember Brooks, the Council voted six (6) for and none (0) opposed to adjourn the Special Called Meeting of the Allen City Council at 3:07 p.m. on Tuesday, May 16, 2017. The motion carried.

**ALLEN CITY COUNCIL
CANVASS OF THE ELECTION
MAY 16, 2017**

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These minutes approved on the 23rd day of May 2017.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

May 23, 2017

SUBJECT:

Motion to Reappoint Mr. James Kerr to the North Texas Municipal Water District Board as a Representative for the City of Allen for a Two-Year Term Effective June 1, 2017, through May 31, 2019.

STAFF RESOURCE:

Peter H. Vargas, City Manager
Shelley B. George, City Secretary

BACKGROUND

On April 11, 2006, the Allen City Council appointed Mr. James Kerr as one of the two NTMWD Board Members representing the City of Allen. Mr. Kerr's term expires May 31, 2017. The City Council, by a majority vote, should reappoint Mr. Kerr or appoint another Director to serve a term from June 1, 2017, to May 31, 2019.

In accordance with the statute creating the District (Article 8280-141), the qualifications of a Director include the following: "No person shall be appointed a Director unless he resides in the city from which he is appointed. No member of a governing body of a city and no employee of a city shall be appointed as a Director." Under other state law, no other government official that receives compensation could be appointed.

Attached is a letter from the NTMWD requesting the City Council consider an appointment and a letter from Mr. Kerr expressing his interest in continuing to serve on the Board if the City Council is so inclined.

MOTION

I make a motion to reappoint Mr. James Kerr to the NTMWD Board as a representative for the City of Allen for a two-year term effective June 1, 2017.

ATTACHMENTS:

NTMWD Board Appointment Letter
Kerr Board Reappointment Letter

APR - 3 2017

City Manager's Office



NORTH TEXAS MUNICIPAL WATER DISTRICT

Regional Service Through Unity

March 29, 2017

Mr. Peter Vargas, City Manager
City of Allen
305 Century Parkway
Allen, Texas 75013

RE: NTMWD BOARD MEMBER APPOINTMENT

Dear Mr. Vargas:

The current term of office for some of the Directors of the North Texas Municipal Water District (NTMWD) Board will end in May. Please accept this as your official notification that Mr. James Kerr's current term as an NTMWD Board Director will expire on May 31, 2017. The City Council has the option to either reappoint Mr. Kerr or appoint a new Director to serve the term from June 1, 2017, to May 31, 2019.

The NTMWD appreciates the service Mr. Kerr has provided to the NTMWD. He was appointed by the City of Allen in 1998 and has been a leader on the Board serving as President, Vice President, and Secretary. Mr. Kerr currently serves on the Wastewater and Personnel Committees.

In accordance with the statute creating the District (Article 8280-141), the qualifications of a Director include the following: "No person shall be appointed a Director unless he resides in and owns taxable property in the city from which he is appointed. No member of a governing body of a city, and no employee of a city, shall be appointed as a Director." Under other state law, no other public official that receives compensation could be appointed. A list of roles and responsibilities of an NTMWD Board member is enclosed for reference.

Please notify my office in writing once the City Council has appointed a Director for the new term. Should you have any questions or need additional information, please do not hesitate to contact my office.

Sincerely,

THOMAS W. KULA
Executive Director

TWK/mcf

Enclosure

cc: Mr. James Kerr
Ms. Shelley George, City Secretary

James D. Kerr
406 Watson
Allen, Texas 75002
972-727-3106
214-536-0055
4/3/2017

Mr. Peter Vargas, City manager
City of Allen
Allen Civic Plaza
305 Century Parkway
Allen, Texas 75013

RE: NTMWD Board Reappointment

Dear Mr. Vargas,

This letter is to inform you, the Mayor, and the City Council Members that I do want to be reappointed as a Director to the North Texas Municipal Water District.

One of the major issues facing the District is the acquisition of water for this area for the next fifty years. The solution to the water issue is multifaceted and is changing almost daily. The wetlands reuse project is now pumping water to Lake Lavon, and is now under expansion to accommodate the water from the main stem of the Trinity river. We have established an award winning conservation program that is seen as a model for other areas of the state. We have purchased over eighty percent of the land for the Lower Bois D Arc reservoir, and the permitting process continues and should be complete by early 2018.

I have found the District to be very well managed. The planning process is well organized, and the District is in sound financial condition. One of our newest goals is to complete ninety percent of our engineering and construction projects on time. Our Executive Director Mr. Tom Kula and his staff keep us well informed through the monthly meetings, written communication and workshops.

Should you or the Council ever need a more comprehensive report on the activities of the District please contact me. If I do not know the answer, I know who to call to get the answer.

Sincerely

James D. Kerr

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

May 23, 2017

SUBJECT:

Adopt an Ordinance Approving a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division Regarding the Company's 2017 Rate Review Mechanism (RRM) Filing.

STAFF RESOURCE:

Eric Ellwanger, Assistant City Manager

PREVIOUS COUNCIL ACTION:

On June 11, 2013, City Council adopted an Ordinance approving Rate Schedule "RRM - Rate Review Mechanism" for Atmos Energy Corporation, Mid-Tex Division.

On May 26, 2015, City Council adopted an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex regarding the 2014 and 2015 RRM filings.

On May 24, 2016, City Council adopted an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex regarding the 2016 RRM filing.

ACTION PROPOSED:

Adopt an Ordinance Approving a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division Regarding the Company's 2017 Rate Review Mechanism (RRM) Filing.

BACKGROUND

The City of Allen, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). The Rate Review Mechanism ("RRM") Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program ("GRIP"), the statutory provision adopted by the state legislature that allows Atmos to bypass the City's rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

The 2017 RRM filing is the fifth RRM filing under the renewed RRM Tariff. On March 1, 2017, Atmos made a filing requesting \$57.4 million in additional revenues on a system-wide basis. Because the City of Dallas has a

separate rate review process, exclusion of Dallas results in the Company requesting \$46.4 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission's exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would have received a \$52.4 million increase, or about \$4.4 million more than will be approved by this Ordinance. ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the Company's request by \$9.4 million, such that the Ordinance approving new rates reflects an increase of \$48 million on a system-wide basis, or \$38.8 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the Ordinance approve rates that will increase the Company's revenues by \$38.8 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2017. The monthly residential customer charge will be \$19.60. The consumption charge will be \$0.14 per one hundred cubic-feet (Ccf). The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$2.04, or about 3.87%. The typical commercial customer will see an increase of \$6.27, or 2.37%.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2017 RRM filing, and implementing the rate change.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding the company's 2017 Rate Review Mechanism (RRM) filing.

MOTION

I make a motion to adopt Ordinance No. _____ approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding the company's 2017 Rate Review Mechanism (RRM) filing.

ATTACHMENTS:

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORPORATION, MID-TEX DIVISION REGARDING THE COMPANY'S 2017 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of Allen, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos; and,

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and,

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and,

WHEREAS, on March 1, 2017, Atmos Mid-Tex filed its 2017 RRM rate request with ACSC Cities; and,

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and,

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$48 million on a system-wide basis; and,

WHEREAS, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and,

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The findings set forth in this Ordinance are hereby in all things approved.

SECTION 2. The City Council finds that the settled amount of an increase in revenues of \$48 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2017 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

SECTION 3. The existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover an additional \$48 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

SECTION 4. The ratemaking treatment for pensions and other post-employment benefits in Atmos' next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

SECTION 6. Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2017 RRM filing.

SECTION 7. To the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

SECTION 8. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 9. If any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 10. Consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2017.

SECTION 11. A copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY TEXAS, ON THIS 23RD DAY OF MAY 2017.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY

Shelley B. George, TRMC, CITY SECRETARY

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 19.60 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 19.62 per month
Commodity Charge – All <u>Ccf</u>	\$0.14427 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2016.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 44.70 per month
Rider CEE Surcharge	\$ 0.08 per month ¹
Total Customer Charge	\$ 44.78 per month
Commodity Charge – All Ccf	\$ 0.09279 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2016.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 799.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3374 per MMBtu
Next 3,500 MMBtu	\$ 0.2470 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0530 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 799.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3374 per MMBtu
Next 3,500 MMBtu	\$ 0.2470 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0530 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2017	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2017	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.79	0.1347	93.16	0.6060
Austin	10.37	0.1483	190.68	0.9069
Dallas	13.36	0.2089	180.35	1.0191
Waco	9.64	0.1348	124.37	0.5791
Wichita Falls	11.20	0.1412	107.96	0.5571

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the Company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the Company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the Company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

File Date: March 1, 2017

ATMOS ENERGY CORP., MID-TEX DIVISION
PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)
TEST YEAR ENDING DECEMBER 31, 2016

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1	Proposed Change In Rates:		\$ 48,000,000		Schedule A						
2	Proposed Change In Rates without Revenue Related Taxes:		\$ 44,800,457		Ln 1 divided by factor on WP_F-5.1						
3											
4											
5											
6		Revenue Requirements		Allocations							
7	Residential	\$ 338,431,486		77.95%	Per GUD 10170 Final Order						
8	Commercial	84,223,622		19.40%	Per GUD 10170 Final Order						
9	Industrial and Transportation	11,490,316		2.65%	Per GUD 10170 Final Order						
10	Net Revenue Requirements GUD No. 10170	<u>\$ 434,145,424</u>									
11											
12											
13											
14											
15											
16	With Proportional Increase all classes but Residential and a 40% residential base charge increase:										
17											
18		Current	Prospective		Revenues			Proposed Change In Revenues	Proposed Rates	Proposed Revenues	
19											
20	Residential Base Charge	\$ 19.08	\$ 0.77		\$ 13,969,407	Residential Base Charge	\$ 0.52	\$ 9,385,859	\$ 19.60	\$ 353,851,897	
21	Residential Consumption Charge	\$ 0.11378	\$ 0.02502		20,954,111	Residential Consumption Charge	\$ 0.03049	25,534,444	\$ 0.14427	120,821,718	
22	Commercial Base Charge	\$ 41.70	\$ 2.96		4,345,614	Commercial Base Charge	\$ 3.00	4,409,676	\$ 44.70	65,707,365	
23	Commercial Consumption Charge	\$ 0.08494	\$ 0.00797		4,345,614	Commercial Consumption Charge	\$ 0.00785	4,280,326	\$ 0.09279	50,595,093	
24	I&T Base Charge	\$ 737.00	\$ 62.70		592,856	I&T Base Charge	\$ 62.75	593,364	\$ 799.75	7,562,427	
25	I&T Consumption Charge Tier 1 MMBTU	\$ 0.3096	\$ 0.0278		279,522	I&T Consumption Charge Tier 1 MMBTU	\$ 0.0278	279,726	\$ 0.3374	3,394,949	
26	I&T Consumption Charge Tier 2 MMBTU	\$ 0.2267	\$ 0.0203		225,635	I&T Consumption Charge Tier 2 MMBTU	\$ 0.0203	225,178	\$ 0.2470	2,739,848	
27	I&T Consumption Charge Tier 3 MMBTU	\$ 0.0486	\$ 0.0044		87,699	I&T Consumption Charge Tier 3 MMBTU	\$ 0.0044	88,488	\$ 0.0530	1,065,879	
28					\$ 44,800,457			\$ 44,797,060		\$ 605,739,177	
29											

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2016

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2017 Willis Towers Watson Report as adjusted (1), (3)	\$ 5,004,862	\$ 2,864,121	\$ 8,234,627	\$ 194,941	\$ 4,375,142	
2	Allocation to Mid-Tex	45.03%	45.03%	71.23%	100.00%	71.23%	
	Fiscal Year 2017 Actuarially Determined O&M Benefits (Ln 1 x Ln 2)						
3		\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
	Fiscal Year 17 Willis Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)						
5		\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420	\$ 12,719,968
6							
7							
8	Summary of Costs to Approve:						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,253,477		\$ 5,865,537			\$ 8,119,015
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 1,289,592			\$ 3,116,420	4,406,012
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 194,941		194,941
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420	\$ 12,719,968
14							
15							
16	O&M Expense Factor	74.05%	74.05%	37.75%	20.00%	37.75%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,668,700	\$ 954,943	\$ 2,214,432	\$ 38,988	\$ 1,176,551	\$ 6,053,614
19							
20	Capital Factor	25.95%	25.95%	62.25%	80.00%	62.25%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 584,777	\$ 334,649	\$ 3,651,105	\$ 155,953	\$ 1,939,870	\$ 6,666,354
23							
24	Total (Ln 18 + Ln 22)	\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420	\$ 12,719,968

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

May 23, 2017

SUBJECT:

Adopt a Resolution Approving the City of Allen's Participation in the Texas Enterprise Zone Program and Nominating Enforcement Video, LLC d/b/a WatchGuard Video to the Office of the Governor, Economic Development and Tourism as an Enterprise Zone Project.

STAFF RESOURCE:

Dan Bowman, Executive Director/CEO Allen Economic Development Corporation

BOARD COMMISSION ACTION:

On July 13, 2016, the Board of Directors of the Allen Economic Development Corporation approved authorizing the Executive Director to execute an Economic Development Agreement with Enforcement Video LLC.

ACTION PROPOSED:

Adopt a Resolution Approving the City of Allen's Participation in the Texas Enterprise Zone Program and Nominating Enforcement Video, LLC d/b/a WatchGuard Video to the Office of the Governor, Economic Development and Tourism as an Enterprise Zone Project.

BACKGROUND

WatchGuard Video is an Allen-based manufacturer of surveillance equipment for law enforcement. It designs and manufactures digital in-vehicle video systems and body cameras that are used by a variety of law enforcement agencies at the local, county, state, and federal level.

WatchGuard has grown to become the world's largest supplier of video systems for law enforcement. Nearly one out of every three systems sold in the US are WatchGuard's technology. Enforcement Video, LLC is constructing a new corporate headquarters campus located at 420 E Exchange Parkway. The campus will consist of a two-story building containing approximately 135,000 square feet of office/warehouse space and may be expanded to include an additional 60,000 square feet of office/warehouse space. Construction began in Q1 2017 and is expected to be completed no later than Q3 2018. Once completed, WatchGuard Video plans to move its operations and all employees from its current facility at 415 Century Parkway to the new facility.

To assist with a future expansion, WatchGuard Video is seeking a grant from the Texas Enterprise Zone Program (TEZP). The TEZP helps local communities partner with the State to foster job creation and capital investment in economically distressed areas. Designated projects are eligible to receive grants in the form of sales & use tax refunds. The designation lasts five years.

The company has requested that the Allen City Council adopt a resolution approving the City's participation in the Texas Enterprise Zone Program and nominating Enforcement Video, LLC to the Office of the Governor, Economic Development and Tourism as an Enterprise Zone Project.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving the City's participation in the Texas Enterprise Zone Program and nominating Enforcement Video, LLC to the Office of the Governor, Economic Development and Tourism as an Enterprise Zone Project.

MOTION

I make a motion to adopt Resolution No. _____ approving the City's participation in the Texas Enterprise Zone Program and nominating Enforcement Video, LLC to the Office of the Governor, Economic Development and Tourism as an Enterprise Zone Project.

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AUTHORIZING THE NOMINATION OF ENFORCEMENT VIDEO, LLC, AS AN ENTERPRISE PROJECT PURSUANT TO CHAPTER 2303, SUBCHAPTER F OF THE TEXAS ENTERPRISE ZONE ACT, TEXAS GOVERNMENT CODE (“ACT”); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Allen, Texas (City) has previously passed Ordinance No. 3365-2-16 electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same on this date as those outlined in Ordinance 3365-2-16; and,

WHEREAS, the Office of the Governor Economic Development and Tourism (EDC) through the Economic Development Bank (Bank) will consider Enforcement Video, LLC, as an enterprise project pursuant to a nomination and an application made by the City; and,

WHEREAS, the City desires to create the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and,

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the “Act”), Enforcement Video, LLC, has applied to the City for designation as an enterprise project; and,

WHEREAS, the City finds that Enforcement Video, LLC, meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. Enforcement Video, LLC is a “qualified business” under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body’s jurisdiction located outside of an enterprise zone and at least thirty-five percent (35%) of the business’ new employees will be residents of an enterprise zone or economically disadvantaged individuals or veterans; and
2. There has been and will continue to be a high level of cooperation between the public, private, and neighborhood entities within the area; and
3. The designation of Enforcement Video, LLC, as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that Enforcement Video, LLC, meets the criteria for tax relief and other incentives adopted by the City and nominates Enforcement Video, LLC, for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and,

WHEREAS, the City finds that it is in the best interest of the City to nominate Enforcement Video, LLC, as an enterprise project pursuant to the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The findings of the City and its actions approving this resolution taken at the council meeting are hereby approved and adopted.

SECTION 2. Enforcement Video, LLC is a "qualified business," as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

SECTION 3. The enterprise project shall take effect on the date of designation of the enterprise project by the agency and terminate five (5) years after the date of designation.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 16TH DAY OF MAY 2017.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: May 23, 2017

SUBJECT: Adopt a Resolution Establishing the Name "Spirit Park" for the Westside Community Park of the City of Allen.

STAFF RESOURCE: Tim Dentler, Director of Parks and Recreation

BOARD COMMISSION ACTION: On May 8, 2017, the Allen Parks and Recreation Board met to select a name for the West Side Community Park - Watters Branch.

ACTION PROPOSED: Adopt a Resolution Establishing the Name "Spirit Park" for the Westside Community Park of the City of Allen.

BACKGROUND

On May 8, 2017, the Allen Parks and Recreation Board met to select a name for the West Side Community Park, referred to as Watters Branch.

Upon review of 5 names, which were paired down from over 50 submittals, the board decided upon Spirit Park. The names considered were as follows: Fellowship Park, Freedom Park, Legends Park, Spirit Park, and The Allen Commons.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt a Resolution establishing the name "Spirit Park" for the Westside Community Park of the City of Allen.

MOTION

I make a motion to adopt Resolution No. _____ establishing the name "Spirit Park" for the Westside Community Park of the City of Allen.

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, BESTOWING THE NAME OF “SPIRIT PARK” UPON THE CITY OF ALLEN WESTSIDE COMMUNITY PARK; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Allen City Council adopted Resolution No. 874-9-88(R) establishing a policy and procedures for the naming of municipal facilities; and,

WHEREAS, the Allen Parks and Recreation Board has voted unanimously to recommend to the City Council that the Westside Community Park be named “Spirit Park.”

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The Allen City Council hereby bestows the name of “Spirit Park” upon the City of Allen Westside Community Park.

SECTION 2. The Allen City Council directs City staff to take the necessary action to ensure that this new name is promulgated properly and any appropriate signage erected as soon as possible following the effective date of this resolution.

SECTION 3. This Resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 23RD DAY OF MAY 2017.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

May 23, 2017

SUBJECT:

Authorize the City Manager to Execute the Purchase of Maintenance, Repair and Operations Supplies and Equipment with Grainger for an Estimated Annual Amount of \$70,000 with the Option for Two One-Year Renewals.

STAFF RESOURCE:

Debra Morris, Purchasing Manager
Eric Cannon, Chief Financial Officer

ACTION PROPOSED:

Authorize the City Manager to Execute the Purchase of Maintenance, Repair and Operations Supplies and Equipment with Grainger for an Estimated Annual Amount of \$70,000 with the Option for Two One-Year Renewals.

BACKGROUND

Local Government Code, Chapter 271.102, authorizes a local government to participate in a cooperative purchasing program with another local government or a local cooperative organization. The Texas Local Government Code permits cooperative agreements between local governments for the purchase of goods and services and satisfies the requirement of local governments to seek competitive bids for purchase of such goods and services through supplier contracts.

Grainger is a leading distributor of industrial supplies, MRO equipment, tools and materials. With access to over 1.5 million industrial supply products available, Grainger provides builders supplies, plumbing, electrical, hardware, security, first aid, safety supplies and more. Grainger has been awarded a contract through Buyboard Cooperative Agreement, Contract 501-15.

The City of Allen's current 2016-2017 fiscal year expenditures for Grainger are currently \$33,000 with an estimated annual amount of \$70,000. Since it is anticipated that the annual total will exceed \$50,000, the City Council is asked to approve this item.

BUDGETARY IMPACT

The purchase of building maintenance, repair and operations supplies and equipment is funded in the operating budgets of various departments.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the purchase of maintenance, repair and operations supplies and equipment with Grainger for an estimated annual amount of \$70,000 with the


option for two one-year renewals.

MOTION

I make a motion to authorize the City Manager to execute the purchase of maintenance, repair and operations supplies and equipment with Grainger for an estimated annual amount of \$70,000 with the option for two one-year renewals.

ATTACHMENTS:

Buyboard Cooperative Agreement

		Phone: 800-695- Fax: 800-211- Email: info@buyboard.com	
		Welcome Debra L. Lo	
		Administration	RFQ
		Purchase Order	Reports
		Shopping Cart	Help

Search: granger <input checked="" type="radio"/> All <input type="radio"/> Vendor Discounts Only <input type="radio"/> Catalog Pricing Only Refine Your Search: Vendors: None Selected Price Range: Show all prices Category: None Selected Contract: None selected Additional Searches: Search by Vendor Browse Contracts Additional Resources	<h3>Vendor Contract Information</h3> <p>Vendor Name: Grainger Address: 160 Grainger Parkway Lake Forest, IL 60045 Phone Number: 512-550-3708 Email: customersupport6@grainger.com Website: http://www.grainger.com Federal ID: 36-1150280 Contact: Vasanti Brandl Accepts RFQs: Yes Minority Owned: No Women Owned: No Service-Disabled Veteran Owned: No EDGAR: No Contract Name: Building Maintenance, Repair & Operations Supplies & Equipment Contract Description: Lighting, electrical, plumbing, hvac, paint, hardware, doors, hand tools, fencing, building materials; solar; boiler; glass; elevator/escalator; forklifts, material handling & storage; pest control; power washing, service/repair & installation Contract#: 501-15 Effective Date: 12/01/2015 Expiration Date: 11/30/2018 Payment Terms: Net 30 days Delivery Days: 19 Shipping Terms: Pre-paid and added to invoice Freight Terms: FOB Destination Ship Via: Common Carrier Region Served: All Texas Regions States Served: Oklahoma, Texas Contract Exceptions: See Extended Exceptions Additional Info: For questions regarding Grainger in Oklahoma, please contact the following: James O'Keefe james.o'keefe@grainger.com 224-306-7317 Quote Reference Number: 591-15 Return Policy: Warranty</p> <p>Back</p>
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<https://app.buyboard.com/Search/Index?SearchTerm=granger&DiscountProductId=-1>

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

May 23, 2017

SUBJECT:

Authorize the City Manager to Negotiate and Execute Construction Agreements with Trinity Boring Solutions, Inc. d/b/a Texas Directional Boring, Golden State Hockey Rush, LLC d/b/a GS Ice Sports, and Polk Mechanical Company for Repair of the Community Ice Rink Warm Floor System in a Total Construction Amount of \$458,763.

STAFF RESOURCE:

David Angeles, General Manager, Allen Event Center

PREVIOUS COUNCIL ACTION:

On May 9, 2017, the City Council approved a contract with Golden State Hockey Rush LLC, d/b/a GS Ice Sports, for consulting services related to the repair of the Community Ice Rink warm floor system in the amount of \$49,900.

ACTION PROPOSED:

Authorize the City Manager to Negotiate and Execute Construction Agreements with Trinity Boring Solutions, Inc. d/b/a Texas Directional Boring, Golden State Hockey Rush, LLC d/b/a GS Ice Sports, and Polk Mechanical Company for Repair of the Community Ice Rink Warm Floor System in a Total Construction Amount of \$458,763.

BACKGROUND

Ice Rinks with slab foundations consist of two systems. The cold system is the upper level of the two and sits within the poured concrete slab, chilling the floor that produces the ice surface. The second system is the warm system, which rests below and provides warmth in order to prevent permafrost from forming and keeps the soil the system rests on stable. If a warm floor is not operating properly over an extended period of time, permafrost will form, resulting in heaving of the cold slab and damage the cold system.

The Allen Community Ice Rink became aware of slab displacement in early 2015. With maintenance to the chiller package planned in the summer of 2015, the building team decided to pressure test the warm system to identify leaks and status of the under floor lines at that time. The initial attempt to test the underfloor warm system for leaks was halted when the initial air pressure test identified damaged lines from the chiller package to the ice rink not allowing the testing of the lines under the ice slab. In response to this, the team worked with contractors to install an isolation valve next to the community rink to allow testing of the under floor lines. This install and testing was completed in April 2016, with the test identifying that the lines would not hold pressure. Leaks in the system and the brine solutions corrosive traits were determined to be the cause of the failure.

The team reached out to the Chiller Package installer, Cimco, to evaluate options. Cimco's proposed option

was complete replacement of the warm system which would require removal of portions of the undamaged cold floor and result in a 3 to 5 month closure of the ice rink with a replacement cost estimated between \$700,000 to \$900,000. Staff began researching to determine if there were other options for repair or replacement.

Upon heavy research, staff is recommending proposal is to install new warm lines by using directional boring from the exterior of the rink and then install an independent header, pump and heater to create a new independent system. To determine the feasibility, a directional boring test was performed in June 2016 with positive results. The benefit of this approach is the installation of new lines. An attempt to repair the damaged warm system is not feasible since we are unable to access it since the header and lines are below the cold floor system. With this alternative, there would not be a need to risk removal of a portion of the cold floor system, which currently is operational. The proposed repair is estimated to be approximately 1/2 of the total expense of the complete removal and repair; and provides a repair with minimal impact on ice rink programming and revenue streams.

The recommend repair would be completed by three primary vendors on the project:

1. Trinity Boring Solutions Inc. - directional boring and installation of earthloop poly piping at the Community Ice Rink
2. Polk Mechanical Company - excavation, concrete work, trim, and mechanical and architectural components at the Community Ice Rink
3. Golden State Hockey Rush LLC, - specialized Heat Floor installation and materials

Full Overview and Estimate of the project is as follows:

Scope	Company	Estimate
Consulting/Planning/Resources	Golden State	\$49,900*
Directional Drilling Service	Trinity Boring	\$263,000
Materials/Header Connections	Golden State	\$49,100
Excavation/Trenching/Concrete/Mechanical /Transmission Lines and Electrical	Polk Mechanical	\$146,663
Total Project Amount		\$508,663

*denotes contract previously approved by City Council 5/9/2017.

Being expedient on this project is imperative to protect the currently undamaged cold floor system which already had heaving up to three (3) inches in some areas. The Rapid Thaw Project saw displacement reduced to two inches in June 2016 but the full displacement level had returned by Dec 2016. Inaction would lead to the permanent damage and failure of the ice floor and force a full closure of the ice rink by an estimation of summer of 2017. Repair at that point would be a full ice rink floor system replacement.

BUDGETARY IMPACT

Project funding is available from non-bond CIP funds. As outlined in the attached letter from TML, a portion of the repair costs will be reimbursed directly to the City as a result of a recent insurance claim.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to negotiate and execute construction agreements with Trinity Boring Solutions, LLC d/b/a Texas Directional Boring Inc., Golden State Hockey

Rush, LLC d/b/a GS Ice Sports, and Polk Mechanical Company for repair of the Community Ice Rink Warm Floor System in a total construction amount \$458,763.

MOTION

I make a motion to authorize the City Manager to negotiate and execute construction agreements with Trinity Boring Solutions, LLC d/b/a Texas Directional Boring Inc., Golden State Hockey Rush, LLC d/b/a GS Ice Sports, and Polk Mechanical Company for repair of the Community Ice Rink Warm Floor System in a total construction amount \$458,763.

ATTACHMENTS:

Trinity Boring - Construction Agreement
Golden State Hockey Rush - Construction Agreement
Polk Mechanical Company - Construction Quote
Exception to Competitive Form - Trinity Boring
Exception to Competitive Bid Form - Golden State
Exception to Competitive Bid Form - Polk Mechanical
TML Letter re: Claim

STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

**AGREEMENT FOR INSTALLATION OF
EARTHLOOP SYSTEM AT
ALLEN COMMUNITY ICE RINK**

This Agreement ("Agreement") is made by and between the City of Allen, Texas, a Texas home-rule municipality ("City"), and Trinity Boring Solutions Inc., an Oklahoma corporation, doing business as Texas Directional Boring ("Contractor") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City owns the Allen Community Ice Rink located at 200 E. Stacy Road, #1350, in Allen, Texas ("Community Ice Rink"), with existing sub-floor heating and cooling systems that maintain the ice surface; and

WHEREAS, the existing sub-floor heating system at the Allen Community Ice Rink is damaged to the degree that immediate repair is needed to avoid damage to the sub-floor cooling system;

WHEREAS, City desires to install a new heat floor system under the existing failed system utilizing a directional boring method from the exterior of the building; 144 2-3/4" Poly Piping pairs ("Earth Loops") that will connect to an internal header system to be located under the concrete walk way on the players' bench side of the ice rink; and a stand-alone pump, heater and expansion tank in the existing mechanical room dedicated to the new heat floor system, (the "Project");

WHEREAS, City desires to enter this Agreement with Contractor for conducting work necessary to complete the Project, as set forth in Exhibit "A" (the "Scope of Work");

WHEREAS, pursuant to Section 252.022 of the Texas Local Government Code, the City Council of the City has determined that an emergency exists to preserve equipment and other property at the Community Ice Rink and to contract for the necessary repairs to the equipment of the Community Ice Rink;

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Article I
Term**

This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the work set forth in the Scope of Work, unless sooner terminated as provided herein.

**Article II
Scope of Work**

2.1 Contractor shall perform the work for the Project pursuant to this Agreement as specified in the Scope of Work.

2.2 Contractor shall, prior to commencement of the work for the Project, provide a payment bond and a performance bond for the Project in forms satisfactory to the City to ensure completion of the Project in accordance with Chapter 2253, Texas Government.

**Article III
Devotion of Time; Personnel; and Equipment**

3.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services within the time schedule without decreasing the effectiveness of the performance of work required under this Agreement, and shall be compensated for such additional services on a time and materials basis at a cost agreed between the Parties prior to the commencement of such additional work.

3.2 To the extent reasonably necessary for Contractor to perform the work under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. Contractor shall provide written notice to and approval from City prior to engaging services not referenced in the Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Contractor hereunder, and shall not otherwise be reimbursed by City, unless otherwise provided herein.

3.3 Contractor shall furnish the labor, equipment and personnel necessary to perform the work required under this Agreement, unless otherwise provided herein.

3.4 Contractor shall submit monthly progress reports and attend progress meetings as may be required by 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 work during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

**Article V
Schedule of Work**

Contractor shall cause the Scope of Work to be completed within forty-five (45) days after receipt of the written Notice to Proceed from City.

**Article VI
Compensation and Method of Payment**

Contractor will be compensated a total amount not to exceed Two Hundred Sixty-Three Thousand Dollars (\$263,000.00) to be paid in four (4) installments, as set forth herein. City shall pay Contractor a sum of Sixty Thousand-Five Hundred Dollars (\$60,500.00) upon execution of this Agreement for the Scope of Work for Phase 1 set forth therein. City shall pay the Contractor an additional sum not to exceed Sixty-Seven Thousand Five Hundred Dollars (\$67,500.00) within thirty (30) days after receipt of a detailed, itemized invoice and City verification of the work and costs following the completion of Phase 2 of the Scope of Services. City shall pay the Contractor an additional sum not to exceed Sixty-Seven Thousand Five Hundred Dollars (\$67,500.00) within thirty (30) days after receipt of a detailed, itemized invoice and City verification of the work and costs following completion of Phase 3 of the Scope of Work. City shall pay the Contractor an additional sum not to exceed Sixty-Seven Thousand Five Hundred Dollars (\$67,500.00) within thirty (30) days after receipt of a detailed, itemized invoice and City verification of the work and costs following completion of Phase 4 of the Scope of Work.

**Article VII
Notice to Proceed**

Contractor shall not proceed with any work required under this Agreement without a written Notice to Proceed from City.

**Article VIII
Warranties**

8.1 Contractor warrants that all materials and services provided under this Agreement are subject to all warranties arising by operation of law and additionally conform to the specifications imposed by City; all parts and materials are of a good marketable quality, of latest model and current date, exclude surplus remanufactured and used products unless so specified by City and are fit for the known purpose for which they are sold. Said warranty being in addition to any standard warranty or service guarantee given by Contractor to City.

8.2 Contractor shall provide the warranties for the work as set forth in the Scope of Work.

**Article IX
Additional Terms**

Time is of the essence with this Agreement.

Article X Termination

This Agreement may be terminated by:

- (a) mutual written agreement of the Parties;
- (b) upon written notice by either Party if the other Party breaches any of the term and conditions of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof;
- (c) upon written notice by City, if Company suffers an Event of Bankruptcy or Insolvency. For purposes of this Agreement "Event of Bankruptcy" shall mean the dissolution or termination (other than a dissolution or termination by reason of Company merging with an affiliate of Company) of Company's existence as a going business, insolvency, appointment of receiver for any part of Company's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company and in the event such proceeding is not voluntarily commenced by the Company, such proceeding is not dismissed within ninety (90) business days after the filing thereof; and
- (d) upon written notice by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year.

Article XI Miscellaneous

11.1 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.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City Manager of the City.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

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

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties. The City Manager is authorized to execute any amendments or other instruments related to this Agreement.

11.6 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.

11.7 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 following the termination of this Agreement shall survive termination.

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

11.9 Independent Contractor. It is understood and agreed by and between the Parties that the Contractor, in satisfying the conditions of this Agreement, 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 Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor 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.

11.10 Insurance. Contractor shall during the term hereof maintain in full force and effect insurance policies as set forth in Exhibit "B".

11.11 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 CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, SUB-CONTRACTORS, 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 CONTRACTOR

SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11.12 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.

11.13 Exhibits. The exhibits attached hereto are incorporated herein.

11.14 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 the City:

City of Allen, Texas
Attn: Peter H. Vargas
City Manager
305 Century Parkway
Allen, Texas 75013

With Copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Contractor:

Trinity Boring Solutions Inc.,
dba Texas Directional Boring
6333 Mockingbird Lane, #147-513
Dallas, Texas 75214

(Signature Page to Follow)

EXECUTED on this _____ day of _____, 2017.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manager

ATTEST:

By: _____
Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED on this 19 day of May, 2017.

TRINITY BORING SOLUTIONS INC.,
dba TEXAS DIRECTIONAL BORING

By: Tim Cohn
Tim Cohn
Title: _____

EXHIBIT A SCOPE OF WORK

I. Location of Project

All work shall be performed at the Allen Community Ice Rink located at 200 E. Stacy Road, #1350, in Allen, Texas. City has contracted with other vendors to provide materials and services for the Project. Contractor shall drill holes underneath the ice rink and install Earth Loops (as defined herein) in such holes which shall be connected to a new heater system to be installed by another City vendor. City has contracted with Golden State Hockey Rush, LLC ("GS") to provide the Earth Loops for the Project, to provide oversight of the Project and to provide and install the new heater system. Contractor shall cooperate with GS in the performance of its work required in the Scope of Services.

II. Scope of Work

Contractor shall bore and install 144 2 3/4 Poly Piping pairs (Earth Loops), to be provided and paid for by Golden State Hockey Rush, LLC that will connect to an internal header system to be located under the concrete walk way on the players' bench side of the ice rink. The header system (installed by GS) shall receive the new Earth Loops and carry a polypropylene glycol solution back to the existing mechanical room.

A. Project Timeline

1. Contractor shall cause its work to be completed within forty-five (45) days after the receipt of the Notice to Proceed from the City.

B. Project Phases & Work Schedule

1. Contractor shall perform the work for this Project in four (4) different phases to ensure the highest level of boring accuracy and efficiency while minimizing any customer or ice rink use inconveniences, including working overnight hours, if necessary.

2. The Phases for the Project are as follows:

Phase #1: Bore & Installation of 36 Earth loops
Phase #1 Cost: \$60,500.00
Paid on execution of this Agreement

Phase #2: Bore & Installation of 36 Earth loops
Phase #2 Cost: \$67,500.00
Paid at completion of Phase #2

Phase #3: Bore & Installation of up to 36 Earth loops
Phase #3 Cost: \$67,500.00
Paid at completion of Phase #3

Phase #4: Bore & Installation of up to 36 Earth loops
Phase #4 Cost: \$67,500.00
Paid at completion of Phase #4

III. Warranty

Contractor shall warranty all workmanship related to directional boring for a period of three (3) years after completion of the Work. All third-party manufacturer warranties shall apply for the Earth loops.

IV. Additional City Responsibilities

City shall be responsible for the cost and means to dispose of all landscaping, concrete demo and all other associated construction debris. City shall be responsible for all associated electrical work required for the pump & heater system.

EXHIBIT B
INSURANCE REQUIREMENTS

A. Contractor shall during the term of the Agreement 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 Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate for injury to persons (including death), and for property damage. Said policy must be on an occurrence basis, include a Medical Expense limit of \$10,000, Personal and Advertising Injury limit of \$ 1,000,000, Products and Completed Operations limit of \$1,000,000 aggregate, and Fire Damage, any one Fire limit of \$1,000,000;

(ii) policy of automobile liability insurance covering any vehicles owned, scheduled, hired, non-owned, and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 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 Contractor's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and

(iv) Umbrella Liability Insurance Policy with a limit of not less than \$2,000,000 each occurrence. Such insurance shall be in excess of the commercial general liability insurance, business auto liability insurance and employer's liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall be provided on a "following form basis". Contractor waives all rights against the City Indemnitees for recovery of damages. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the Contractor's completed Work, including its contractors, sub-contractors, consultants and employees.

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, during and until completion of the Services;

(2) provide for at least thirty (30) days prior written notice to the City for cancellation 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. Contractor 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 execution of the Agreement and upon request by the City.

STATE OF TEXAS	§	AGREEMENT FOR INSTALLATION
	§	OF HEAT FLOOR SYSTEM
COUNTY OF COLLIN	§	AT ALLEN COMMUNITY ICE RINK

This Agreement ("Agreement") is made by and between the City of Allen, Texas, a Texas home-rule municipality ("City"), and Golden State Hockey Rush, LLC, a California limited liability company, d/b/a GS Ice Sports ("Contractor") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City owns the Allen Community Ice Rink located at 200 E. Stacy Road, #1350, in Allen, Texas (the "Community Ice Rink"), with existing sub-floor heating and cooling systems that maintain the ice surface; and

WHEREAS, the existing sub-floor heating system at the Allen Community Ice Rink is damaged to the degree that immediate repairs are needed to avoid damage to the sub-floor cooling system; and

WHEREAS, City desires to install a new heat floor system under the existing failed system utilizing a directional boring method from the exterior of the building; 144 new 2 3/4" Poly Piping pairs ("Earth Loops") that will connect to an internal header system to be located under the concrete walk way on the player's bench side of the ice rink; and a stand-alone pump, heater and expansion tank in the existing mechanical room dedicated to the new heat floor system (the "Project"); and

WHEREAS, City desires to enter this Agreement with Contractor for the purpose of providing specialized installation services necessary to complete the Project, as set forth in Exhibit "A" ("Scope of Work"); and

WHEREAS, pursuant to Section 252.022 of the Texas Local Government Code, the City Council of the City has determined that an emergency exists to preserve equipment and other property at the Community Ice Rink and to contract for the necessary repairs to the provision of the work is necessary to avoid further damage to the sub-floor heating system and the currently undamaged equipment of the Community Ice Rink;

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I Term

This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the work and services set forth in the Scope of Work, unless sooner terminated as provided herein.

II. Scope of Work

Contractor shall perform the work for the Project pursuant to this Agreement as specified in the Scope of Work.

Article III Devotion of Time; Personnel; and Equipment

3.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services within the time schedule without decreasing the effectiveness of the performance of work required under this Agreement, and shall be compensated for such additional services on a time and materials basis at a cost agreed between the Parties prior to the commencement of such additional work.

3.2 To the extent reasonably necessary for Contractor to perform the work under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. Contractor shall provide written notice to and approval from City prior to engaging services not referenced in this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Contractor hereunder, and shall not otherwise be reimbursed by City unless otherwise provided herein.

3.3 Contractor shall furnish the labor, materials, equipment and personnel necessary to perform the work required under this Agreement unless otherwise provided herein.

3.4 Contractor shall submit monthly progress reports and attend progress meetings as may be required by 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 work during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article V Schedule of Work

Contractor shall cause the Scope of Work to be completed within forty-five (45) days after receipt of the written Notice to Proceed from City.

Article VI Compensation and Method of Payment

Contractor will be compensated in a total amount not to exceed Forty-Nine Thousand One Hundred Dollars (\$49,100.00) to be paid in four (4) installments, as set forth herein. City shall pay Contractor a sum of Twelve Thousand Two Hundred Seventy-Five Dollars (\$12,275.00) upon execution of this Agreement for Phase 1 as set forth in the Scope of Work. City shall pay the Contractor an additional sum of Twelve Thousand Two Hundred Seventy-Five Dollars (\$12,275.00) to complete Phase 2 of the Scope of Services within thirty (30) days after receipt of a detailed, itemized invoice and City verification of the work and costs following Contractor's completion of Phase 2 of the Scope of Services. City shall pay the Contractor an additional sum of Twelve Thousand Two Hundred Seventy-Five Dollars (\$12,275.00) to complete Phase 3 of the Scope of Services within thirty (30) days after receipt of a detailed, itemized invoice and City verification of the work and costs following Contractor's completion of Phase 3 of the Scope of Services. City shall pay the Contractor an additional sum of Twelve Thousand Two Hundred Seventy-Five Dollars (\$12,275.00) to complete Phase 4 of the Scope of Work within thirty (30) days after receipt of a detailed, itemized invoice and City verification of the work and costs following Contractor's completion of Phase 4 of the Scope of Services.

Article VII Notice to Proceed

Contractor shall not proceed with any work required under this Agreement without a written Notice to Proceed from City.

Article VIII Warranties

8.1 Contractor warrants that all materials and services provided under this Agreement are subject to all warranties arising by operation of law and additionally conform to the specifications imposed by City; all parts and materials are of a good marketable quality, of latest model and current date, exclude surplus remanufactured and used products unless so specified by City and are fit for the known purpose for which they are sold. Said warranty being in addition to any standard warranty or service guarantee given by Contractor to City.

8.2 Contractor shall provide the warranties for the work as set forth in the Scope of Work.

Article IX Additional Terms

9.1 Time of the Essence. Time is of the essence with this Agreement.

9.2 Deliveries. Unless otherwise specified on the face of this order, the F.O.B. point shall be the location designated by City. Transportation of the Equipment is F.O.B. Contractor's location; therefore, Contractor shall bear all risk of loss or damage to the merchandise, and title shall not shift to City, until delivery of the merchandise has arrived to City's designated location. Deliveries will be accepted only during normal working hours on normal working days (8 A.M.-5 P.M., Monday through Friday, except on federal holidays). Unless otherwise indicated, items received must be new and in first class condition and, if type of materials normally packaged for protection and convenience in storage, shall be in proper container. All services performed shall conform to the quality and workmanship of the accepted standards in the industry.

9.3 Freight. All shipments are to be prepaid. In shipments made direct by Contractor's supplier, Contractor is required to notify his supplier to prepay shipments. City shall not be charged for boxing, packing, or crating.

9.4 Risk of Loss. Risk of loss, damage or destruction of the materials covered by this order shall be borne by the Contractor until delivery in good condition of conforming products at the F.O.B. point designated on this order. Any rejected goods shall be at the Contractor's risk until returned to Contractor, at Contractor's expense, or otherwise disposed of as Contractor shall reasonably request.

9.5 Inspections. All merchandise is subject to City's inspection within a reasonable time after arrival at the F.O.B. point. If the merchandise fails to comply with the specifications imposed by City or is otherwise of an unsatisfactory condition, City may return said merchandise to Contractor at Contractor's expense. Payment for material on this order shall not constitute acceptance.

Article X Termination

This Agreement may be terminated by:

- (a) mutual written agreement of the Parties;
- (b) upon written notice by either Party if the other Party breaches any of the terms and conditions of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof;
- (c) upon written notice by City, if Contractor suffers an Event of Bankruptcy or Insolvency. For purposes of this Agreement, "Event of Bankruptcy" shall mean the dissolution or termination (other than a dissolution or termination by reason of Contractor merging with an affiliate of Contractor) of Contractor's existence as a going business, insolvency, appointment of receiver for any part of Contractor's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and in the event such proceeding is not

- voluntarily commenced by the Contractor, such proceeding is not dismissed within ninety (90) business days after the filing thereof; and
- (d) upon written notice by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year.

Article XI Miscellaneous

11.1 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.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City Manager of the City.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

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

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties. The City Manager is authorized to execute any amendments or other instruments related to this Agreement.

11.6 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.

11.7 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.

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

11.9 Independent Contractor. It is understood and agreed by and between the Parties that the Contractor, in satisfying the conditions of this Agreement, 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 Contractor pursuant to this Agreement shall be in the capacity of an

independent contractor, and not as an agent or employee of City. Contractor 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.

11.10 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 the City:

City of Allen, Texas
Attn: Peter H. Vargas
City Manager
305 Century Parkway
Allen, Texas 75013

With Copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Contractor:

Golden State Hockey Rush, LLC,
d/b/a GS Ice Sports
969 Market Street, Unit 304
San Diego, California 92101

11.11 Insurance. Contractor shall during the term hereof maintain in full force and effect insurance policies as required in the document attached hereto and incorporated herein as Exhibit "B".

11.12 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 CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, SUB-

CONTRACTORS, 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 CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11.13 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.

11.14 Exhibits. The exhibits attached hereto are incorporated herein.

(Signature Page to Follow)

EXECUTED on this _____ day of _____, 2017.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manager

ATTEST:

By: _____
Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED on this 12 day of MAY, 2017.

GOLDEN STATE HOCKEY RUSH, LLC
d/b/a GS ICE SPORTS

By:  _____
Rich Cubin, CEO and Managing Partner

EXHIBIT A SCOPE OF WORK

Location of Project

All work shall be performed at the Allen Community Ice Rink located at 200 E. Stacy Road, #1350, in Allen, Texas.

Scope of Work

Contractor shall provide the labor and materials to custom build and install the new heat floor header system which shall be built out of the following materials:

- (44') 4" Schedule 80 PVC
- (288) ¾" Saddle Connections w/ ¾" Nipples
- (576) Stainless Steel Hose Clamps and Miscellaneous Materials

Contractor shall provide labor and materials to install (144) 2-3/4" Earthloop pairs to the new heat floor header system which shall consist of the following materials:

- (144) SDR11 ¾" Poly Pipe x 120'L

Once the new heat floor system is completed and tied into the mechanical components, Contractor will pressure test the entire system, assist in charging the system with the propylene glycol solution and ensure the system is brought online and is operating correctly.

Warranty

Contractor shall warranty all workmanship for a period of 3 years.

Project Phases & Terms

Phase #1:	\$12,275.00	Installation of up to 30 Earthloops <i>Inclusive of Travel & Per diem (lodging by others)</i>	Due with signed Agreement
Phase #2:	\$12,275.00	Installation of up to 38 Earthloops <i>Inclusive of Travel & Per diem (lodging by others)</i>	Net 30 upon completion of Phase #2
Phase #3:	\$12,275.00	Installation of up to 38 Earthloops <i>Inclusive of Travel & Per diem (lodging by others)</i>	Net 30 upon completion of Phase #3

Phase #4:	\$12,275.00	Installation of up to 38 Earthloops <i>Inclusive of Travel & Per diem (lodging by others)</i>	Net 30 upon completion of Phase #4
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Project Total	\$49,100.00	All Phases
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EXHIBIT "B"
INSURANCE REQUIREMENTS

A. Contractor shall during the term of the Agreement 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 Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate for injury to persons (including death), and for property damage. Said policy must be on an occurrence basis, include a Medical Expense limit of \$10,000, Personal and Advertising Injury limit of \$1,000,000, Products and Completed Operations limit of \$1,000,000 aggregate, and Fire Damage, any one Fire limit of \$1,000,000;
- (ii) policy of automobile liability insurance covering any vehicles owned, scheduled, hired, non-owned, and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 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 Contractor's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and
- (iv) Umbrella Liability Insurance Policy with a limit of not less than \$2,000,000 each occurrence. Such insurance shall be in excess of the commercial general liability insurance, business auto liability insurance and employers' liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall be provided on a "following form basis". Contractor waives all rights against the City Indemnitees for recovery of damages. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the Contractor's completed Work, including its contractors, sub-contractors, consultants and employees.

B. All policies of insurance shall be endorsed to provide 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, during and until completion of the Services; (2) provide for at least thirty (30) days prior written notice to the City for cancellation 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. Contractor 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 the work and upon request by the City.

POLK

COMMERCIAL | INDUSTRIAL | SERVICE

Proposed Project Agreement

Date:

5/10/2017

Proposal Number:

P04347

Prepared for:

Allen Event Center
200 E. Stacy Road
Allen, Texas 75002

Prepared by:

Chris Steele

(972)-339-1322

chris.b.steele@polkmechanical.com

PROJECT PROPOSAL

Company
Polk Mechanical Company
2425 Dillard St.
Grand Prairie, TX 75051

Proposal Date: 5/10/2017
Proposal Number: P04347

Ph: (972)-339-1322 Fax: (972)-339-1522

Bill To Identity
Allen Event Center
200 E. Stacy Road
Allen, Texas 75002

Agreement Location
Allen Event Center
200 E. Stacy Road
Allen, Texas 75002

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

Polk Mechanical Service is pleased to provide the following proposal to the City of Allen for their consideration and approval.

Our proposal includes all of the supply and installation of all necessary equipment, piping, insulation, excavation, concrete work, trim, and reinstallation of mechanical and architectural components as described in the attached scope details in order to provide a working system for a slab heating system as directed by the Allen Event Center staff and their agents.

Our proposal assumes that all engineering and equipment calculations and associated selections are correct and will provide the necessary performance when combined with other trades installations to provide a high performance slab heating system for the practice arena at the Allen Event Center. Polk does not warranty the design and resultant performance of the systems as a whole.

Inclusive price to execute the following scope of work is:

One Hundred Forty Two Thousand Five Hundred Sixty Five Dollars (\$142,565.00)

Notes:

- This proposal is valid for thirty (30) days.
- Labor, material, and equipment warranty for our work described in the following scope is one (1) year from beneficial use.
- Taxes are not included
- Bonds are not included
- All work is schedule during normal work hours
- Anticipated equipment delivery is 3 weeks from receipt of order
- Anticipated work duration is 3-4 weeks depended on trade and owner coordination

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Signature (Authorized Representative)

Name (Print/ Type)

Phone

Date

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date PO#

POLK MECHANICAL COMPANY, LLC OPERATES UNDER THE TEXAS MASTER LICENSES M35513 - BRIAN BLACK & M17703 - RANDALL CROUCHET ISSUED BY THE STATE BOARD OF PLUMBING EXAMINERS
P O BOX 4200, AUSTIN, TX 78765-4200, PHONE (512) 458-2145
POLK MECHANICAL COMPANY, LLC IS REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION, P O BOX 12157, AUSTIN, TX 78711, 800-803-9202, AC LICENSES # TACLA0016383C &
TACLA26959C

SUPPLEMENT TO PROJECT AGREEMENT

Scope of work includes the supply and installation of the following items :

Archetectural / Concrete Floor:

- 200ft x 3ft saw cut, removal, and haul fill off inside
- 15ft x 10 ft saw cut, removal and haul fill off outside
- 5x5 access hole in hall way
- 1 core drill through wall
- Excavation – 200 ft x 3ft wide x 4ft deep
- Stage dirt in parking lot outside.
- Set and pour 3 access vaults with steel frame and cover (approximately 3x3)
- Back fill with existing soil
- Haul off excess dirt and debris
- Repour concrete
- Wash down clean up.

Mechanical :

- Supply and install all necessary piping, valves, hangers to interconnections to pump and heater assembly to main manifold in rink area. (Piping included is Scedule 80 PVC nominal 4")
- Supply and install unistruct support and mounting in a professional and workman like manner
- Supply and set new tank as per manufacturers instrutions in area designated by owner
- Set and secure new pump and heater assemblies as per manufactueres instructions
- Supply and install thermal pipe insulation c/w armorflex aluminum jacket on all above grade areas
- Supply and install two (2) inline temperature gauges
- Supply and install all flow switches as required
- Fill systems with Glycol mix to required volume
- Provide all penetrations, removal and replacement of existing items, and general cleanup on a daily basis of site
- Start up, test, and commission systems
- Operation and maintenance data
- Termination to new under rink manifolds by others

Electrical:

- Supply and install one 20 amp three phase breaker in existing 277/480 volt equipment panel
- Supply and install one 30 amp three phase breaker in existing 277/480 volt equipment panel
- Supply and install conduit and wiring from 277/480 volt equipment panel to new Heater
- Supply and install conduit and wiring from 277/480 volt equipment panel to new 7.5 HP pump
- Suuply and install equipment disconnects and whips to equipment
- Electrical permits as required
- Clean up and commission systems
- Operations and maintenance data

Mechanical Equipment Specifications:

- Wattco 4" Flange Heater (6 hairpin elements)
 - 11KW, 460V, 3PH (13.8 AMPS) (Density 27 watts / SQ inch (App -water/glycol)(1 circuit)
 - 4" ANSI (150LBS) (stainless steel 304 flange material)
 - 0.430" tube diameter (stainless steel 316L sheath material)
 - 33" Immersed length
 - 8"Cold length
- One (1) Thermocouple type J for high limit control
- NEMA 1 enclosure with gasket
 - Model #:FLS611X2833-T
 - 1 4,295.00 4,295.00
- Wattco vessel flange (4" DIA 150# ANSI) X length (43" vessel "G" dimension)
 - Material (stainless steel 304)
- 4 " Flanged inlet/outlet information
 - Inlet/outlet location - (5" from vessel ends)
- Moisture Resistant Thermocouple type J located at the outlet for process control
 - (B) Dimension of inlet/outlet (33" center to center)
 - Horizontal mounting
 - Insulated
 - 0.5" NPT drain
 - Model # MFLS611X2833-T
- Operating temperature and pressure details are required for quoting
(Temperature: 55 degree pressure: 50 PSI)
- Wattco control panel terminal box type (NEMA 12)
 - Dimensions (20*16*08)
- Other Components:
 - -Main disconnect
 - CTRL transformer
 - (1) Contactors and fuses for - (1) loads of 11KW 460V 3PH
 - (1) Temperature controller
 - (1) High limit controller
 - (1) 2 position selector switch "Off-On"
 - (1) RED LIGHT "HEATER ON"
 - Junction terminals for (Thermocouple Type J)
 - Wiring diagram

PROJECT AGREEMENT TERMS AND CONDITIONS

1. Customer (Debtor) agrees to pay PMC Service Company (secured party) all the sums due under this proposal in accordance with the terms specified. Debtor hereby grants a security interest to secured party in all equipment, goods and material described on the Proposal as security for the indebtedness created hereunder and any other indebtedness due secured party by debtor. On default of any payment by Debtor to secured party, and at secured party's option the entire balance shall become immediately due and payable and secured party shall have the right to foreclose and resale the said equipment, goods and material in accordance with the provisions of the Texas Business and Commerce Code (uniform commercial code) at public or private sale. In the event customer's defaults in payment, customer shall be liable for all collection cost incurred by PMC Service Company including but not limited to attorney's fees
2. PMC Service Company liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or sale, resale operate or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. PMC Service Company shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence), or other grounds, for special, consequential, incidental, or penal damages, including, but not limited to, loss of profits, revenues, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the customer for such damages. If PMC Service Company furnishes customer with advice or other assistance which concern any labor, goods, or material furnished hereunder, or any system or equipment in which any of such equipment, goods, or material may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort, (including negligence) or other grounds.
3. If PMC Service Company encounters asbestos or polychlorinated biphenyl (PCB) on the site. PMC Service Company shall immediately stop work and report the conditions to the owner or owner's representative in writing. PMC Service Company shall not resume work in affected area until the asbestos or polychlorinated biphenyl (PCB) has been removed or rendered harmless. PMC Service Company shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB) without its consent.
4. Any installation date and/or dates given in advance are estimated. Installation will be made subject to prior orders with PMC Service Company. PMC Service Company shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, transportation difficulties, delays in usual sources of supply, major changes in economic conditions, or without limitations by the forgoing, any cause beyond PMC Service Company responsible control. On arrival of any equipment, goods or material, at the shipping address as specified on the proposal hereof, customer shall assume all risk of loss or damage to such equipment, goods or material.
5. In the event customer requires PMC Service Company to delay shipment or completion of work under proposal, payment pursuant to the proposal shall not be withheld or delayed on such account. PMC Service Company shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill customer therefore, and customer agrees to pay for the same in accordance with the terms of payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that customer may be unable to receive or provide suitable storage space for any partial delivery. In such event, such portion of the equipment, goods or material ready for shipment may be stored by PMC Service Company at customer's risk & expense.
6. The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which PMC Service Company shall be liable for, either on its on own behalf or on behalf of the customer, or otherwise, with respect to any equipment, goods, material or service covered by proposal, shall be in addition to the prices set forth herein.
7. Any equipment, goods, material or work in addition to the required hereunder or in plans and specifications that may be made a part hereof, will be paid for by the customer as extras. When installation of equipment, goods or material herein is required specifically as a part of this order, such installation work shall be performed only during normal working hours unless otherwise stated herein.
8. All skilled or common labor which may be furnished by the customer shall be considered and treated as customers own employees, and customer agrees to protect and indemnify PMC Service Company against all claims for accidents or injuries to such employees occurring in the course of work, or to any person or persons through the negligence of such employees.
9. In the event customer defaults in payment, customer shall be liable for all collection cost incurred by PMC Service Company including but not limited to attorney's fees. Equipment, goods, and material installed by PMC Service

Company are the products of reputable manufacturers. PMC Service Company shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods or material that may prove to be defective material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of PMC Service Company.

10. PMC Service Company warrants its workmanship to be free from defects for a period of 90 days from the date of completion for repair work and for a period of 1 year for the installation of new equipment. This proposal, subject to the terms and conditions is submitted for customer's consideration with understanding that it must be approved by PMC Service Company after its acceptance by the customer and is not binding upon PMC Service Company until so approved in writing, and delivered to customer. When approved, it shall constitute the entire contract between the parties, and no understanding or obligations not herein expressly set forth are binding upon them. Your acceptance of this proposal is expressly limited to the terms of this document. Any additional or different terms or conditions set forth in your purchase order or similar such communications are hereby objected to by PMC Service Company and shall not be binding or effective unless approved in writing by an authorized representative of PMC Service Company. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal. This proposal is expressly conditioned upon the Terms and Conditions contained or referred to herein, including those set forth on this page and those contained in any attachment hereto.

Regulated by:

The Texas Department of Licensing and Regulation
P. O. Box 12157, Austin, Texas 78711
(800)-803-9202

The Texas State Board of Plumbing Examiners
P.O. Box 4200
Austin, Texas 78765-4200
(800)-845-6584



May 12, 2017

City of Allen

Allen Event Center

200 E Stacey Road

Allen, Texas 75002

Attn: Mr. David Angeles

Re: Clarification to Proposal for Brine Project

Dear David,

As requested please find below our responses and associated clarifications regarding our proposal for the Brine Piping project that you requested of us in your email May, 11, 2017:

Bond Cost: Please add Four Thousand Ninety Eight Dollars (\$ 4,098.00) to the contract amount for Polk Service to provide the City of Allen a Payment and Performance bond for our portion of the work valued at \$142, 565.00. This bond covers twenty four (24) months of overlay maintenance coverage.

Contingency Amount: In order to provide costs in our proposal to address small/unforeseen items that invariably occur in these type of projects, Polk Service included Ten Thousand Dollars (\$10,000.00) in our proposal to address these items as they arise. As your partner, we will itemize and proceed with addressing these potential items as they occur and not request any change to contract until these costs meet or exceed this amount. If in the event we do not use the entire contingency, we will reconcile that with you at the end of the project and either refund the difference or provide additional service up to and including the entire amount of the unused portion of the contingency.

Scope / Cost Breakdown: Please find attached a basic breakdown of our proposal as per line items that we are including:

Equipment	\$14,150.00
Materials	\$9,120.00
Labor (Trade and Supervision)	\$14,340.00

Electrical	\$14,377.00
Excavation / Backfill / Concreate	\$75,448.00
Insulation and Cladding	\$5,130.00
<u>Contingency</u>	<u>\$10,000.00</u>
Total	\$142,565.00
Bond	\$4,098.00

I trust this is the information you are looking for and we anticipate a great project here and a bright future between our two organizations.

Dwight Storie

Dwight Storie
Director of Sales

Chris Steele

Chris Steele
Account Manger



EXCEPTION TO COMPETITIVE BIDDING FORM

VENDOR NAME: Trinity Boring Solutions Inc d/b/a Texas Directional Boring
DATE: 4/13/17

ESTIMATED TOTAL COST:
\$ 263,000.00

This form must accompany the purchase document whenever an exception to the competitive bidding or internal purchasing process is requested. State and local laws subjects the City of Allen to competitive bidding rules. The Purchasing Manager or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

Please check all applicable categories and provide additional information where indicated:


- ☐ Sole Source is the selection of one supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright or a supplier's unique capability.
- ☐ The requested product is an integral repair part or accessory compatible with existing equipment.
- ☐ The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.
- ☐ Repair/Maintenance service is available only from manufacturer or designated service representative.
- ☐ Upgrade to or enhancement of existing software is available only from one manufacturer.
- ☐ Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☒ **EMERGENCY**

- o a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- o a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- o a procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

Provide a detailed exception and attach supporting documentation:
See Attachment

I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

 4/13/17
Signature/Date

David Angeles
Printed Name

Parks & Recreation
Department Name

General Manager / Assistant Director
Title

PURCHASING APPROVALS

Contract Administrator/Buyer Approval

Date

Diana Morris

May 17, 2017

Purchasing Manager Approval

Date



EXCEPTION TO COMPETITIVE BIDDING FORM

VENDOR NAME: Golden State Hockey Rush, LLC d/b/a GS Ice Sports
DATE: 4/13/17

ESTIMATED TOTAL COST:
\$ 49,100.00

This form must accompany the purchase document whenever an exception to the competitive bidding or internal purchasing process is requested. State and local laws subjects the City of Allen to competitive bidding rules. The Purchasing Manager or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

Please check all applicable categories and provide additional information where indicated:

- ☐ Sole Source is the selection of one supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright or a supplier's unique capability.
- ☐ The requested product is an integral repair part or accessory compatible with existing equipment.
- ☐ The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.
- ☐ Repair/Maintenance service is available only from manufacturer or designated service representative.
- ☐ Upgrade to or enhancement of existing software is available only from one manufacturer.
- ☐ Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☒ **EMERGENCY**

- o a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- o a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- o a procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

Provide a detailed exception and attach supporting documentation:

See Attachment

I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

 4/13/17
Signature/Date

David Angeles
Printed Name

Parks & Recreation
Department Name

General Manager / Assistant Director
Title

PURCHASING APPROVALS

Contract Administrator/Buyer Approval

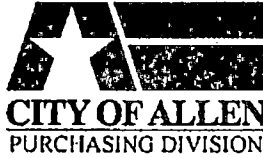
Date

Diana Morris

May 17, 2017

Purchasing Manager Approval

Date



EXCEPTION TO COMPETITIVE BIDDING FORM

VENDOR NAME: Polk Mechanical Company

DATE: 5/15/17

ESTIMATED TOTAL COST:
\$ 46,667.00

This form must accompany the purchase document whenever an exception to the competitive bidding or internal purchasing process is requested. State and local laws subjects the City of Allen to competitive bidding rules. The Purchasing Manager or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

Please check all applicable categories and provide additional information where indicated:

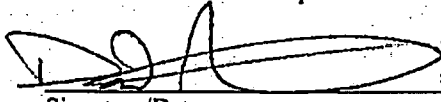
- ☐ Sole Source is the selection of one supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright or a supplier's unique capability.
- ☐ The requested product is an integral repair part or accessory compatible with existing equipment.
- ☐ The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.
- ☐ Repair/Maintenance service is available only from manufacturer or designated service representative.
- ☐ Upgrade to or enhancement of existing software is available only from one manufacturer.
- ☐ Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.
- ☒ **EMERGENCY**
 - o a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
 - o a procurement necessary to preserve or protect the public health or safety of the municipality's residents;

- o a procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

Provide a detailed exception and attach supporting documentation:

See Attached

I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

 5/15/17

Signature/Date

David Angeles

Printed Name

Parks & Rec / Allen Event Center

Department Name

Assistant Director

Title

PURCHASING APPROVALS

Contract Administrator/Buyer Approval

Date

Diana Morris

May 17, 2017

Purchasing Manager Approval

Date



Workers' Compensation • Property • Liability

05.02.17

Mr. Zachary Cain
Risk Manager
City of Allen
305 Century Parkway
Allen, TX 75013

Re:
Member: City of Allen
DOL: 03.22.17
TML Claim#: PR54946

Dear Mr. Cain,

In response to your request for the Pool to provide you with a scope of what will be covered regarding this claim, we have reviewed the bid provided by Golden State Hockey Rush, LLC.

At this time, the Pool can commit to providing coverage for the cost of the concrete demolition, trenching, digging, and boring so as to gain access to the area where the new heat floor system will be installed. The Pool will also cover the cost to fill, backfill, what was dug out, along with the installation of the trench plate covers and concrete pads.

The Pool cannot provide coverage for any costs associated with the heat floor piping system, the new transmission lines, pump, heater and expansion tank.

In addition to the above, we will also cover on a pro-rata basis (% of job covered as compared to job total) the project planning, bonding, travel, lodging and per diem costs.

As is our usual practice, all claim payments will be made directly to the City, and not to individual contractors.

Let me know if you have any questions.

Sincerely,

James Kaltman
Claims Specialist
Texas Municipal League - IRP

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

May 23, 2017

SUBJECT:

Authorize the City Manager to Execute a Contract with Scientel Solutions to Supply, Install and Configure a Microwave Network in the Amount of \$413,996.26.

STAFF RESOURCE:

Eric Matthews, Information Technology Director

ACTION PROPOSED:

Authorize the City Manager to Execute a Contract with Scientel Solutions to Supply, Install and Configure a Microwave Network in the Amount of \$413,996.26.

BACKGROUND

In 2008, the City of Allen contracted with GE Mobile Data Systems to build a microwave network to act as a communication network for City facilities and provide access to remote command vehicles in emergency situations.

The benefits of the original microwave system have been substantial, but as the system has aged, VOIP telephone systems have been installed across the City, and the network bandwidth requirements from City facilities have increased, the capacity of the network has been reached and the hardware has reached the end of life for its original purpose.

One of the trends in the last several years in Allen has been the installation of ISP leased lines into City facilities that are not served by City-owned fiber. These leased lines provide connectivity from between 3MB to 50MB depending on location. In the analysis of upgrading and replacing the original microwave network, it was determined that the new network could replace leased lines at several City facilities, providing speeds at a minimum of 50MB each to around 15 locations which would support both data and voice.

In addition to cost savings of eliminating many leased-line connections, the new microwave network also provides improved bandwidth and capacity for future growth. Resiliency of the network is further improved, as the design allows for network traffic to be rerouted in the case of a fiber cut or wireless link outage.

Scientel Solutions recently submitted a quote in response to Request for Proposal #2017-2-48. Representatives from the Engineering and IT Departments met and reviewed the submitted proposal and agree it provides an excellent approach to creating a resilient, high-speed wireless network backbone that effectively connects City locations and will provide flexibility to connecting future facilities and resources to the City's data infrastructure.

BUDGETARY IMPACT

The funds are available in the General Fund and were budgeted for in the FY 2016-2017 budget. The purchase amount will be for \$413,996.26.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a contract with Scientel Solutions to supply, install and configure a Microwave Network.

MOTION

I make a motion to authorize the City Manager to execute a contract with Scientel Solutions to supply, install and configure a Microwave Network in the amount of \$413,996.26.

ATTACHMENTS:

Agreement

Final Pricing - Bid Proposal

Project Schedule

STATE OF TEXAS §
 § **AGREEMENT FOR MICROWAVE NETWORK REPLACEMENT**
COUNTY OF COLLIN §

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and Scientel Solutions, LLC, a Delaware limited liability company ("Company") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to engage the services of the Company as an independent contractor, and not as an employee, to provide the services described in the Contract Documents (hereinafter defined), to replace the existing City microwave network with a new Microwave/Wireless P2P and P2MP system that creates a resilient network to support network connectivity for current and future City facilities (collectively the "Services"); and

WHEREAS, the Company desires to provide the Services for the City on 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 are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 This Agreement shall commence on the last day of execution hereof ("Effective Date") and continue until completion of the services, unless sooner terminated as provided herein.

1.2 This Agreement may be terminated by:

- (a) mutual written agreement of the Parties;
- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such breach or default is not cured within thirty (30) days after receipt of written notice thereof;
- (c) upon written notice by City, if Company suffers an event of Bankruptcy or Insolvency. For purposes of this Agreement, an "event of Bankruptcy" shall mean the dissolution or termination (other than a dissolution or termination by reason of Company merging with an affiliate of Company) of Company's existence as a going business, insolvency, appointment of receiver for any part of Company's property and such appointment is not terminated within ninety (90) business days

after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company and in the event such proceeding is not voluntarily commenced by the Company, such proceeding is not dismissed within ninety (90) business days after the filing thereof; or

- (d) upon written notice by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year.

Article II Contract Documents

The "Contract Documents" shall include the documents identified herein. Every provision of the Contract Documents below is incorporated into this Agreement by reference. The Contract Documents referenced below are in descending order of precedence. Any conflict between or among any of the Contract Documents shall be resolved in favor of the document with higher precedence.

- A. This Agreement;
- B. City's Request for Proposal # 2017-2-48 (the "RFP") incorporated herein; and
- C. Company's Response to the RFP (the "Response") incorporated herein.

Article III Scope of Services

Company shall provide the services set forth in the Contract Documents.

Article IV Schedule of Work

Company agrees to complete the required Services in accordance with the Contract Documents.

Article V Compensation and Method of Payment

5.1 Company will be compensated in accordance with the payment schedule and amounts set forth in the Contract Documents, not to exceed a total amount of Four Hundred Thirteen Thousand Nine Hundred Sixty-Six and 26/100 Dollars (\$413,966.26). Unless otherwise provided herein, payment to the Company shall be monthly based on the Company's monthly progress report and detailed monthly itemized statement for services that show the names of the

Company's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charged for such service, 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.

5.2 Unless otherwise provided in the Contract Documents, Contractor 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 VI Notice to Proceed

Company shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Company prior to Company's receipt of a written Notice to Proceed from City shall be entirely at Company's own risk.

Article VII Suspension of Work

City shall have the right to immediately suspend work by Company if City determines in its sole discretion that Company has failed, or will fail to perform, in accordance with this Agreement. In such event, any payments due Company shall be suspended until Company has taken satisfactory corrective action.

Article VIII Devotion of Time; Personnel; and Equipment

8.1 The Company 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 Company shall make reasonable effort 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.

8.2 To the extent reasonably necessary for the Company to perform the services under this Agreement, the Company shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Company 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 Company.

8.3 The Company 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.

8.4 Time is and shall be of the essence in the performance of this Agreement as written.

Article IX Insurance

9.1 Company 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, including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to the work and services provided by the Company 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 and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by Company, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Company's employees involved in the provision of services under this Agreement with policy limits of not less than \$1,000,000.00; (iv) excess liability insurance with a limit of not less than \$7,000,000.00. Such insurance shall be excess of the commercial general liability insurance, business auto liability insurance and Employers Liability insurance; and (v) Professional Liability with policy limit of not less than \$5,000,000.00 per claim covering negligent acts, errors and omissions by Company, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

9.2 All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Professional Liability Insurance and Workers Compensation Insurance; (2) 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. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Company shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.

9.3 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. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.

9.4 A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Company shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Company shall, within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Company by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

Article X Miscellaneous

10.1 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.

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

10.3 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.

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

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

10.6 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.

10.7 Independent Company. It is understood and agreed by and between the Parties that Company, in satisfying the conditions of this Agreement, 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 Company pursuant to this Agreement shall be in the capacity of an independent Company, and not as an agent or employee of City. Company 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.

10.8 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:

City of Allen, Texas
Attn: Peter H. Vargas,
City Manager
Allen Civic Plaza
305 Century Parkway
Allen, Texas 75013
Facsimile: 214-509-4118

With copy to:

Peter G. Smith
City Attorney
Nichols, Jackson, Dillard, Hager &
Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201
Facsimile: 214-965-0010

If intended for Company:

Sciencel Solutions, LLC
948 Springer Drive
Lombard, Illinois 60148
Facsimile: 630-652-3805

10.9 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.

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

10.11 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 COMPANY PURSUANT TO THIS AGREEMENT. COMPANY 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. COMPANY 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 COMPANY'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF COMPANY, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS, SUBCONTRACTORS 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 COMPANY SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO COMPANY AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE COMPANY'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10.12 Audits and Records. Company agrees that during the term hereof, 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 Company's records relating to the services provided pursuant to this Agreement for a period of one (1) year following the date of completion of services as determined by City, or date of termination if sooner.

10.13 Warranty. The Company warrants to the City that all labor furnished to perform the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that the work will be performed in a good and workmanlike manner and at least in accordance with industry standards, and that the work will be of good quality, free from faults and defects and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

10.14 Uniforms. Company shall provide and require its employees to wear a uniform that bears the Company name, logo, and the employee's name. Uniforms are not to be dirty, stained,

or torn. Uniforms shall be worn at all times while on the job. Company shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulation, ordinances, and/or manufacturer's instruction for material and equipment. All employees of Company working on right-of-ways or medians must utilize personal protective equipment such as safety vests to insure their visibility to drivers.

10.15 Warning Devices and Barricades. The Company shall furnish and maintain such warning devices, barricades, lights, signs, and other devices as may be necessary or appropriate or required by the City to protect persons or property in, near or adjacent to the jobsite. The Company shall comply with all applicable Federal, State, and Local Laws regarding occupational safety and health as well as providing protection of the environment. This shall include, but not be limited to, compliance with U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and U.S. Environmental Protection Agency (EPA) guidelines and regulations. No separate compensation shall be paid to the Company for such measures.

10.16 Protection of Utilities. The Company shall use best efforts to leave undisturbed and uninterrupted all irrigation systems, utilities, and utility services provided to the job site or which presently exist at, above, or beneath the location where the work is to be performed. In the event that any irrigation system, utility, or utility service is disturbed or damaged during the progress of the work, the Company shall forthwith repair, remedy or restore the utility at Company's sole expense. The Company is responsible for an inspection of the site prior to commencing work on site to ensure that no damage is existing or will not occur when maintenance begins. If damage is noted or if probable damage will occur then it is the Company's responsibility to notify the City of Allen representative so that the City of Allen can take action to correct and document the problem(s). The Company is responsible for the replacement of all irrigation heads that are damaged by mowing with like equipment approved by the City of Allen.

(Signature page to follow)

EXECUTED this _____ day of _____, 2017.

CITY OF ALLEN

By: _____
Peter H. Vargas, City Manager

ATTEST

Shelley B. George, City Secretary

EXECUTED this 18th day of May, 2017.

SCIENTEL SOLUTIONS, LLC

By: Nelson Santos
Signature of Authorized Officer

Name: Nelson Santos
Print Name

Title: President
Print Title

948 Springer Drive
Lombard, IL 60148

Scientel Solutions, LLC
1120 Jupiter Rd., Suite 100
Plano, TX 75074
USA

May 11, 2017

Rosanne Lemus
Buyer, CPPB
City of Allen, TX
305 Century Parkway
Allen, TX 75013

Subject: City of Allen Microwave Network Replacement Project #2107-2-48 Final Revised Pricing

Dear Ms. Lemus,

Scientel Solutions, LLC (Scientel) is pleased to present to you the pricing revisions requested to our May 08, 2017 revised price sheet based on the City of Allen's feedback.

As discussed, we removed three subscriber sites and added pricing for a new PTP link. We have also added revised payment milestones.

Let me know if you have any further questions.

This Proposal is valid for ninety (90) days from the date of this letter. Scientel would be happy to discuss any concerns that the City of Allen may have with the Proposal.

Sincerely,
SCIENTEL SOLUTIONS, LLC.

Dana Davis
Director of Sales - Southern Region
Ph: (972) 483-5221
Fax: (972) 483-5787
ddavis@scientelsolutions.com

1.1 Pricing Itemization & Spare Pricing

BID FORM AND PRICING

PRICING PROPOSAL RESPONSE WORKSHEET					
Item #	Description	Unit of Measure	Unit Price	Qty	Extended Price
1	MICROWAVE NETWORK EQUIPMENT	1	\$1,757.60	18	\$31637.00
1.1	Microwave Radio Equipment	1 End	\$12,264.72	14	\$171706.11
1.2	Cabling / Connectors / Grounding			1	\$5136.00
1.3	Network Management System	1	\$1,556.00	1	\$1,556.00
1.4	DC Power Systems				
1.5	Antenna Equipment	1	\$2,773.56	7	\$19414.89
1.6	Ancillary Equipment				\$27529.45
2	MICROWAVE NETWORK SERVICES			1	\$20,835
2.1	Electrical Work (Installation of 20 AMP and separate single gang				
2.2	Installation / Configuration			1	\$54,930.00
2.2.1	Microwave Antenna Equipment			1	\$28,000.00
2.2.2	Radios				
2.2.3	NMS				
2.2.4	Equipment Enclosure				
2.3	Testing	1	\$13,420.00	1	\$13,420.00
2.3.1	DC Power Equipment				
2.3.2	Radios				
2.3.3	NMS				
2.4	Microwave Network Spares				Included below
2.4.1	Radio Equipment Spares				
2.4.2	DC Power System Spares				
3	Training	1	\$1,120.00	1	\$1,120.00
4	Project Management			1	\$27,060.00

Grand Total items 1 through 4 (unit price column) \$ 402,334.34

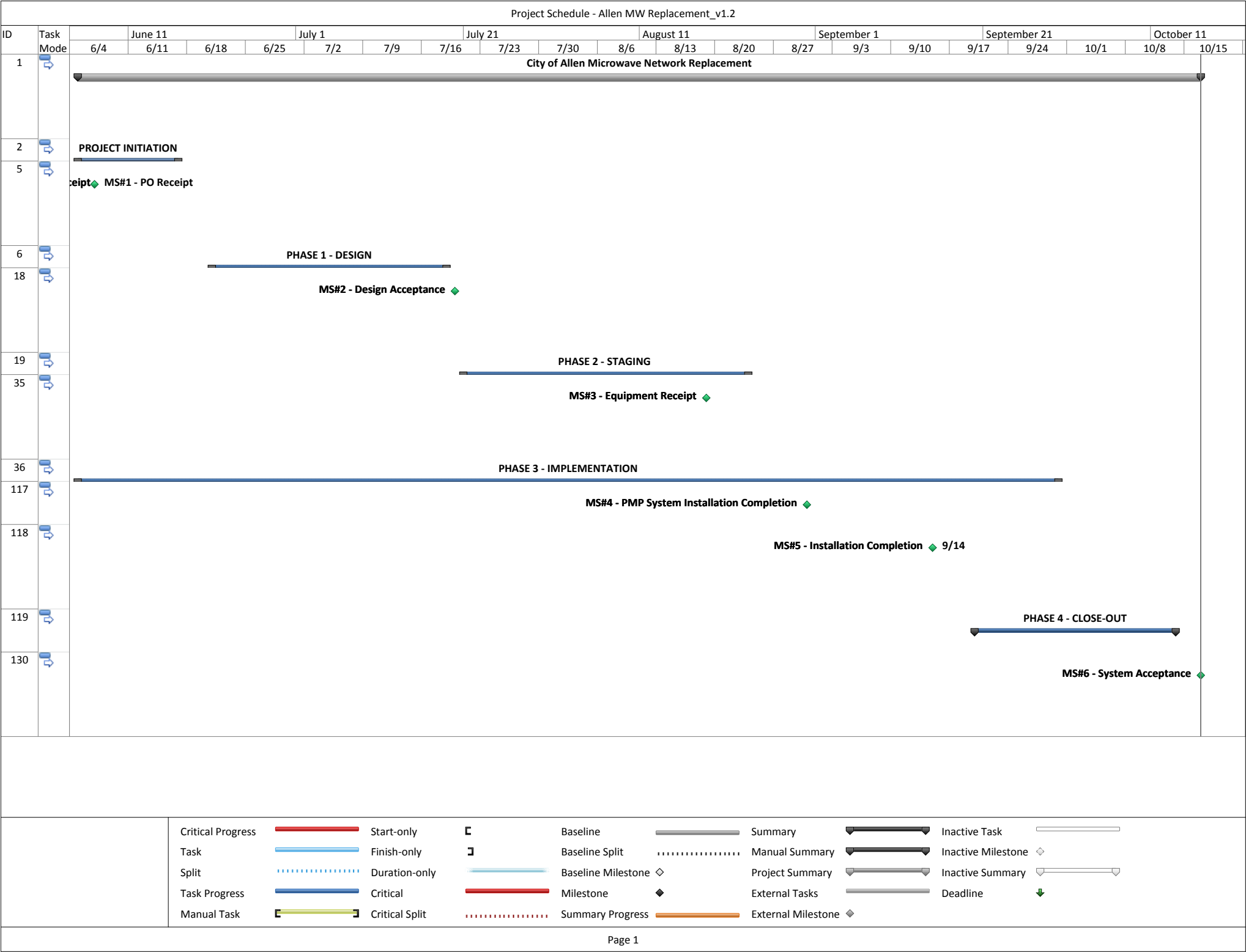
Pricing is revised as follows:

Allen Revised Pricing Summary

Original Price	\$ 402,344.34
Less 3 Subscribers	<u>\$ (15,300.00)</u>
Updated Pricing	\$ 387,044.34
Add Licensed PTP Link To Original Scope	\$ 39,725.00
Updated Price with all Options	\$ 426,769.34
Management Discount	<u>\$ (12,803.08)</u>
New Total - All Options	<u>\$ 413,966.26</u>

Scientel Solutions has agreed to a revised billing milestone schedule as follows:

- 10% at Notice to Proceed
- 25% at Detail Design Review Sign Off
- 25% at Equipment Receive
- 25% at Installation Complete
- 15% at Project Sign off (Final Acceptance)



CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

May 23, 2017

SUBJECT:

Authorize the City Manager to Execute a Software License and Maintenance Agreement with Azteca Systems for the Cityworks Asset Management and Work Order Software Platform for an Amount of \$40,000 with the Option for Three One-Year Renewals.

STAFF RESOURCE:

Jimmy Knipp, Assistant Director of Community Services
Eric Matthews, Director of Information Technology

ACTION PROPOSED:

Authorize the City Manager to Execute a Software License and Maintenance Agreement with Azteca Systems for the Cityworks Asset Management and Work Order Software Platform for an Amount of \$40,000 with the Option for Three One-Year Renewals.

BACKGROUND

Approximately 15 years ago, a small Access database was created to hold work order data. As the City has grown, the needs for geographically accurate work order data tied to City assets has become increasingly important. In order to measure and plan costs and track the lifecycle of the City street, water and sewer networks, a more advanced approach was needed. Cityworks, an asset management and work order platform created by Azteca Systems, is a GIS-centric asset management solution. It combines with the power of GIS and its robust asset data management repository to perform intelligent and cost-effective inspection, monitoring, and condition assessment. Field workers can use mobile devices to enter, accept and complete work orders while in the field.

Budgeted for FY 2017 in the Water and Sewer Operating budget, this new software package will also ensure full compliance with the regional Capacity, Management, Operations, and Maintenance (CMOM) plan that the City is engaging in as a response to EPA inspections. While initially planned for deployment to the Streets, Water and Sewer divisions of the Community Services department, the goal is to enable a variety of departments from Parks to Community Development to Traffic the ability to track service requests and work orders on the platform. In addition, Cityworks can serve as the foundation for enhanced citizen engagement, eventually acting as the repository for citizen service requests taken by phone, online or from mobile devices.

The Cityworks software is a sole source procurement and the documentation for that is attached.

This agenda item corresponds with the agreement with New Edge Systems to provide implementation services for the Cityworks Asset Management and Work Order Software Platform.

BUDGETARY IMPACT

The Water and Sewer Operating Budget will be used to make the purchase for an estimated expenditure of \$40,000 for the first year. The future yearly costs for the software will increase to \$50,000 for the second year, and \$60,000 for the third and fourth years. This agreement can be canceled at any time by either party.

In addition to the software, the City will engage in a professional services contract for software implementation services from New Edge, which is a separate agenda item for City Council consideration.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a software license and maintenance agreement with Azteca Systems for the Cityworks Asset Management and Work Order Software Platform for an Amount of \$40,000 with the option for three one-year renewals.

MOTION

I make a motion to authorize the City Manager to execute a software license and maintenance agreement with Azteca Systems for the Cityworks Asset Management and Work Order Software Platform for an Amount of \$40,000 with the option for three one-year renewals.

ATTACHMENTS:

Agreement
Price Quote
Sole Source Letter

CITYWORKS® LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement made by and between Azteca Systems, LLC ("Azteca Systems") a Delaware limited liability company, with a place of business at 11075 South State, Suite 24, Sandy, Utah 84070 USA and the **City of Allen, Texas**, using certain of Azteca Systems Licensed Products hereinafter referred to as "Licensee." This Agreement is effective immediately upon delivery of Licensed Products (the "Effective Date").

Azteca Systems Products are licensed under the terms and conditions of the Agreement. This agreement, when executed by the licensee named below ("Licensee") and Azteca Systems, LLC (Azteca Systems), as licensor of the Software, Online, Services, and Documentation licensed under the License Agreement, will supersede any previous Agreements including the License Agreement presented in the installation process requiring acceptance by electronic acknowledgement and will constitute a signed License Agreement.

This signed Agreement includes (i) this License and Maintenance Agreement, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support and (iv) Addendum #3 – Third Party Contractor Acknowledgment.

This signed Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party's original signature is not delivered.

ARTICLE 1—DEFINITIONS

1.1 Definitions. The terms used are defined as follows:

- a. "Agreement" means this Software License Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference.
- b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee's employees; (ii) Licensee's consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software's public web portal (if applicable). Other than limited use of the Products through the software's web portal, the public is not considered an authorized user.
- d. "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.
- e. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.
- f. "Deployment Server License" means a license that, in addition to providing staging server License rights, authorizes Licensee to install and use the Software for deployment in Licensee's internal use.
- g. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee's internal use to provide testing License rights prior to deployment.
- h. "Documentation" means all user reference documentation that is delivered with the Software.
- i. "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee's internal operations but does not include access of the Licensed Products by, or use of the Licensed Products in the provisions of services to, Licensee's clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a service offering, service bureau application, application service provider, outsourcing or other means of providing service to any third party shall not be considered Internal Use.
- j. "Licensed Products" or "Products" shall mean the portion of the Cityworks Software and the

Documentation to which Licensee has purchased a License as identified as specified in Addendum #1 attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software, Online Services, and Documentation licensed under the terms of this license Agreement.

- k. "Login" means a license that allows Licensee to permit a single authorized named end-user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.
- l. "Online Services" means any Internet-based system, including applications and associated APIs, hosted by Azteca Systems or its licensors, for storing, managing, publishing, and using Cityworks software and data, and other information.
- m. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- n. "Preview" means any alpha, beta, or prerelease Product.
- o. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.
- p. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
- q. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, updates, upgrades, and service packs.
- r. "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Software Maintenance & Support Addendum #2.
- s. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. Azteca Systems and its licensors own Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. This Agreement does not transfer ownership rights of any description in the Software, materials, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. Azteca Systems and its third-party licensors reserve all rights not specifically granted in this Agreement including the right to change and improve Products.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; and (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 5. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) Licenses. Licensee may allow Third Party Contractors to access and use the licensed Software, provided Licensee and Third Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1 – Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third Party Contractor Acknowledgment (if applicable) collectively, are incorporated in this Agreement.

- a. *Software.* Use and License for specific Software products are set forth in Addendum 1- Product Licensing Addendum, which is incorporated by reference.
- b. *Maintenance.* Maintenance terms are set forth in Section 9.11 below and in Addendum 2, - Standard Maintenance and Support which terms are incorporated by reference.
- c. *Third Party Contractor.* Terms of use for Third Party Contractor software usage (if applicable) are set forth in Addendum #3, which is incorporated by reference.

3.2 Preview Release Licenses. Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Azteca or distributor maintenance.

3.3 Special Use Programs. If Licensee acquires Products under a special program for noncommercial, nonprofit, educational, or other limited-use license, Licensee's use of the Products is subject to the terms set forth in the applicable enrollment form or as described on Azteca's website in addition to the non-conflicting terms of this Agreement. All such program terms are incorporated herein by reference.

3.4 Delivery. Unless otherwise requested by Licensee, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Property by electronic download and a license key to activate the Licensed Property.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. For Products delivered to Licensee, Licensee may:
 1. Install and store Products on electronic storage device(s);
 2. Make archival copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity; and
 4. Move the Software in the licensed configuration to a replacement Server.
- b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Azteca Systems, LLC. and its licensors. All rights reserved."
- c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca. Licensee shall be solely responsible for compliance by Third Party Consultants and Contractors with this License Agreement and shall ensure that the Third Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

4.2 Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Products;
- b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
- c. Act as a service bureau or Commercial ASP;
- d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
- e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
- f. Redistribute Authorization Codes;
- g. Reverse engineer, decompile, or disassemble Products;
- h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;

- i. Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- k. Separate from the licensed use of APIs, Licensee may not unbundle or independently use individual or component parts of the Products, Software, or Online Services;
- l. Unbundle or independently use the individual or component parts of Software or Online Services;
- m. Incorporate any portion of the Software into a product or service that competes with the Software;
- n. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
- o. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION

5.1. This License Agreement is effective upon date and signature of Licensee below. The initial term of this License Agreement will begin upon the dates set forth in Addendum 1 and provided the fees are paid. This License agreement and its maintenance provisions may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum 1.

5.2. Either party may terminate this License Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure.

5.3. Termination for Convenience: Either party may terminate this Agreement by giving the other party thirty (30) days' written notice prior to the end of the current Term Maintenance Period.

5.4. In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement in whole or in part. If a party to this Agreement chooses to terminate for convenience that party may do so by thirty (30) days' written notice to the other party.

5.5. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a License or the License and Maintenance Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

5.6. If this Agreement is terminated for convenience, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance and support services rendered or products and software received and accepted prior to the effective date of termination.

5.7. If this Agreement is terminated under section 5.3 or 5.4 above, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then for no additional charge to Licensee and at Licensee's option either grant a license to the Licensee, for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software or allow Licensee to create digital copies of all files needed by the Licensee for the same period. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

5.8. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems

shall remain in force should breach or termination of any kind occur.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

6.2 Special Disclaimer. CONTENT, DATA, SAMPLES, NEW VERSIONS, HOT FIXES, PATCHES, SERVICE PACKS, UPDATES, UPGRADES, AND ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND EVALUATION, TEST AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

6.4 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. AZTECA SYSTEMS DOES NOT WARRANT THAT PRODUCTS, MAINTENANCE OR ANY TECHNICAL SUPPORT SERVICES PROVIDED HEREIN WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. LICENSEE SHOULD NOT FOLLOW ANY SUGGESTIONS OR INSTRUCTIONS THAT APPEAR TO BE HAZARDOUS, UNSAFE, OR ILLEGAL. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.5 Exclusive Remedy. Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Azteca Systems' sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software or Online Services subject to the Azteca Systems Maintenance Services and Support Addendum; or (iii) return of the license fees paid by Licensee for the current period, prorated for the current period, for Software or Online Services that do not meet Azteca Systems limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems.

6.6 If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure delivery of parts, supplies, services, or power; war, threat of actual terrorist act, cyberattack, or other violence; any law order, proclamation, regulation, ordinance, or demand; or any condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention interference, or restriction.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. AZTECA SYSTEMS, ITS AUTHORIZED DISTRIBUTOR (IF ANY), AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES;

INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AND MAINTENANCE AGREEMENT OR USE OF PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT AZTECA SYSTEMS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF AZTECA SYSTEMS AND ITS AUTHORIZED DISTRIBUTOR HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY LICENSEE DURING THE CURRENT MAINTENANCE AND SUPPORT PERIOD, FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

7.3 Applicability of Disclaimers and Limitations. Licensee agrees that the limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether Licensee has accepted Products or any other product or service delivered by Azteca Systems. The parties agree that Azteca Systems has set its fees and entered into this License Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. AZTECA SYSTEMS DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Azteca Systems shall defend, indemnify as described below, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, arising out any claims, actions, or demands by a third party legally alleging that Licensee's licensed use of Software or Online Services infringe a US patent, copyright, or trademark, provided:

- a. Licensee promptly notifies Azteca Systems in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Azteca Systems has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates in the defense of the claim at Azteca Systems' request and expense.

8.2 If Software or Online Services are found to infringe a US patent, copyright, or trademark, Azteca Systems, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Azteca Systems any infringing item(s). Azteca Systems entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and refund the unused portion of fees paid, prorated for the current maintenance and support period.

8.3 Azteca Systems shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Azteca Systems or specified by Azteca Systems in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Azteca Systems or its subcontractors; or (iii) use of Software or Online Services after modifications have been provided by Azteca Systems for avoiding infringement or use after a return is ordered by Azteca Systems under Section 8.2.

8.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF AZTECA SYSTEMS WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates. New or updated Products and subscription renewals will be licensed under the then-current Azteca Systems license terms and conditions included with the deliverable Products.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

9.3 Taxes and Fees, Shipping Charges. License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this License Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding on the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this License Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this License Agreement.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement, and the provisions of section 4.1 of Addendum 2, shall survive the expiration or termination of this License and Maintenance Agreement.

9.8 Equitable Relief. Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Azteca Systems shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

9.9 US Government Licensee. The Products are commercial items, developed at private expense, provided to Licensee under this License Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this License Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

9.10 Governing Law, Disputes, and Arbitration. This License Agreement shall be governed by and construed

in accordance with the laws of the State of Texas without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property. Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof shall be resolved in the following order:

- *Consultation and negotiation in good faith and a spirit of mutual cooperation;*
- Non-binding Mediation, by a mutually acceptable mediator chosen by the parties, which cost is shared equally;
- If the matter cannot be settled through negotiation or mediation, then the parties may file suit in the state district court of Collin County Texas or the federal courts of Collin County Texas, or in the case of matters of intellectual property in any appropriate Federal District Court.. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. If Licensee is a US government agency, this License Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613), in lieu of the arbitration provisions of this clause. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9.11 Maintenance. Maintenance for qualifying Software consists of updates and other benefits, such as access to technical support, are provided during the Term of Use. Maintenance is specified as set forth in Addendum #2.

9.12 Feedback. Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Cityworks Software or Products, and any related intellectual property, are owned by Azteca Systems.

9.13 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

9.14 Entire Agreement. This License Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party or as otherwise provided in Addendum #1.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed and made effective by their respective authorized representatives.

AZTECA SYSTEMS, LLC

By: 

Name: Brian L. Haslam

Title: President - CEO

Date: 05/18/2017

CITY OF ALLEN, TX – (LICENSEE)

By: _____

Name: Peter H. Vargas

Title: City Manager

Date: _____

ADDENDUM #1

PRODUCT LICENSING

1. Licensed Software:

Server AMS Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office

Field

Respond

Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

Storeroom

Equipment Checkout

Contracts

Cityworks Analytics for AMS

Cityworks for Excel

eURL (Enterprise URL)

Local Government Templates (LGT)

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners.

Renewal fee as noted due annually. Renewal fee based on a 50,001 - 100,000 population range.

Additional Software Products & Licenses: Additional Software Products & licenses may be added to this License Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable being paid.

2. **Notices & Licensee Information: Until or unless otherwise, modified, all notices relevant to this agreement shall be sent to the following address:**

Azteca Systems, LLC 11075 South State, Suite 24 Sandy, Utah 84070	City of Allen 305 Century Parkway Allen, TX 75013-8042
	Attn: Eric Matthews
	E-mail: ematthews@cityofallen.org
	Phone: 214.509.4167

3. **Delivery Date/Effective Date of Software**

MM/DD/YYYY

07/01/2017

4. **Schedule of Payments and Fees under License and Maintenance Agreement**

Support Period	Date From/To (mm/dd/yyyy)	Amount
Period 1	07/01/2017 to 06/30/2018	\$40,000.00
Period 2	07/01/2018 to 06/30/2019	\$50,000.00
Period 3	07/01/2019 to 06/30/2020	\$60,000.00
Period 4	07/01/2020 to 06/30/2021	\$60,000.00

5. **Additional**

Updates to the above licensed software means a subsequent release of the program which Azteca generally makes available to its supported customers as part of the annual maintenance plan for which fees have been paid.

Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed above changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license fees have been paid.

Updates may not always include any release, option or future program that Azteca licenses separately. Updates are provided when available (as determined by Azteca). Azteca is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. You shall be responsible for copying, downloading and installing the updates.

ADDENDUM #2

STANDARD MAINTENANCE AND SUPPORT

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca, Systems, LLC. Maintenance and Support are provided subject to the terms and conditions of the signed License Agreement and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT:** Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support Services consist of the following benefits: Technical support, new version software, service packs, software upgrades, and software updates.

1.1. Azteca Systems will ensure upward compatibility for the Covered Software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for Covered Software Applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:

- (a) Software Updates. Software Updates includes Upgrades and service packs which are a collection of files that enhance or correct the Covered Software and which will be available for Licensee to download during the Maintenance Term/Period. Updates and Upgrades may also include new versions;
- (b) Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
- (c) Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.

1.3 The following items, among others, however, are specifically excluded as support services under this section of this Maintenance and Support:

- (a) Support for applying or installing upgrades and service packs;
- (b) Assistance with questions related to third party software, computer hardware, networking, and other similar items that are not provided by Azteca;
- (c) Assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;
- (d) Licensee Data debugging and/or correcting;
- (e) Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Covered Software, including but not limited to neglect, abuse, unauthorized modifications and/or unauthorized updates;
- (f) Consulting regarding customizations created to function with the Covered Software unless the customization is identified and listed as Covered Software in Addendum 1;
- (g) Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
- (h) Questions such as configuration, implementation and walk-throughs.

1.4 Support Periods are renewable unless terminated as provided in Section 4 below. The Maintenance Services consists of software and documentation updates and access to technical support via telephone, email, web-based (www.MyCityworks.com) and after hours support as set forth in Section 1 of this Addendum.

1.5. Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6. **Authorized Callers.** Licensee may designate a limited number of authorized callers per software product listed in Addendum 1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7. **Cityworks Online Support and Customer Portal.** Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at <http://www.mycityworks.com>.

2. PROCEDURES FOR ACCESSING SUPPORT:

2.1. All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide, an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number or pager number that will forward the call to the currently assigned Azteca Systems support representative. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems Licensee will submit support requests during normal business hours as outline in 2.2 above.

2.4. After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

3. CHARGES/FEES

3.1. License, Maintenance and Support Services herein are included in the payment of annual fees as set forth in Addendum #1, and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1, and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum 1 subsequent to year three (3) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. Azteca Systems will notify Licensee of the new pricing no later than ninety (90) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. Azteca Systems will continue to provide technical support for an additional thirty (30) days, but Licensee will no longer receive Software updates released after the Maintenance term's expiration. If Licensee does not reinstate Maintenance within thirty (30) days of the expiration date, Licensee will no longer receive technical support. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **Reinstatement Fee for Lapsed Maintenance.** Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

4. MISCELLANEOUS

4.1. **Data Confidentiality Statement:** Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing The Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

4.2. **No Implied Waivers:** No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

ADDENDUM #3

THIRD PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT

If Licensee engages any Third Party Contractor and desires to grant access to or permission to use the licensed software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by any third party is solely for Licensee's benefit;
2. The Third Party Contractor (or, if applicable, its employee) shall be considered, as applicable, the Authorized User for purposes of the applicable license type, and all use by such contractor shall be in accordance with the terms and conditions of the License and Maintenance Agreement;
3. Before accessing the Licensed Products, the Third Party Contractor agrees in writing that (a) the software shall be used solely in accordance with the terms of this Agreement and solely for Licensee's benefit and (b) said contractor shall be liable to Azteca Systems for any breach by it of this Agreement;
4. Licensee hereby agrees and acknowledges that Licensee will be liable for any and all actions or omissions of the Third Party Contractor with respect to the use of the Licensed Products, as if such actions or omissions were the Licensee's;
5. Upon expiration or termination of this License Agreement, the rights of usage to any Third Party Contractor shall immediately terminate;
6. Use of the Software by such Third Party Contractors on Licensee's behalf will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by such contractor;
7. Any breach of this Agreement by any Third Party Contractor(s) will be deemed to be a breach by Licensee;
8. Licensee will ensure that Third Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee; and
9. Any Third Party Contractor must sign a copy of this Addendum acknowledging that it has a copy of the License Agreement and agrees to the terms herein, further Licensee shall provide a signed copy of this Addendum for every Third Party contractor to which it has granted permission to access and/or use the licensed software;

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third-Party Contractor acknowledges acceptance by signing below, and providing a copy to Azteca Systems at contracts@cityworks.com.

Third Party Contractor Name (Print)

By: _____
Authorized Signature

Date: _____



Azteca Systems, LLC
11075 South State Street, Suite 24
Sandy, UT 84070
Corporate Main 801-523-2751
Corporate Fax 801-523-3734

Pricing Quotation

Quote Number	00001990	Created Date	5/11/2017
		Expiration Date	7/31/2017

Contact Info

Contact Name	Eric Matthews	Prepared By	Aaron Kreag
Company Name	City of Allen TX	Email	akreag@cityworks.com
Phone	(214) 509-4167		
Email	ematthews@cityofallen.org		

Product Code	Product	Quantity	Sales Price	Total Price
CW.ELAAMSSTA.Tier3A	ELA - Server AMS STANDARD Tier 3A	1.00	\$40,000.00	\$40,000.00
		Total Price	\$40,000.00	
		Grand Total	\$40,000.00	

Support Period Notes and Amounts

Support Notes #1	Year 1	Support Amount	\$40,000.00
Support Notes #2	Year 2	Support Amount	\$50,000.00
Support Notes #3	Year 3	Support Amount	\$60,000.00
Support Notes #4	Year 4	Support Amount	\$60,000.00

Notes

Quote Notes Server AMS Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:
Office
Field
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:
Storeroom
Equipment Checkout
Contracts
Cityworks Analytics for AMS
Cityworks for Excel
eURL (Enterprise URL)
Local Government Templates (LGT)
Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners.

Renewal fee as noted due annually. Renewal fee based on a 50,000 - 100,000 population range. Discounts applied in this quote.

AZTECA SYSTEMS QUOTATION TERMS AND CONDITIONS COPYRIGHT 1995 - 2016

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery within the United States.

Unless otherwise referenced, this quotation is for the Cityworks software referenced above only. Pricing for implementation services



Azteca Systems, LLC
11075 South State Street, Suite 24
Sandy, UT 84070
Corporate Main 801-523-2751
Corporate Fax 801-523-3734

(installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software utilized in conjunction with Cityworks will be the responsibility of the customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server.

The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the customer.

This quotation information is confidential and proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC.

Order Process

The order process is initiated when Azteca Systems receives either a Purchase Order with invoicing instructions or some form of advance payment. Additional documents will be required including, the Cityworks Software License Agreement, Addendums to the software license agreement, and Cityworks Site Profile to complete your order. The need for these documents may vary by the type of software ordered or generally accepted industry practices. Please consult your Account Representative for assistance. If delivery must be expedited, please notify your Account Representative.

To expedite your order, please reference this quotation number.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the "Cityworks Software License Agreement" and any and all addendums or amendments thereto. A fully executed copy of the Software License Agreement and any addendum(s) is required before delivery and installation.

Delivery

FOB Sandy, UT 84070, USA.

Allow thirty-days (30) from Azteca System's receipt of the Purchase Order, signed Software License Agreement, Maintenance Addendum, and other documents, as required.

Delivery method is by way of download through Azteca Systems, LLC customer support web portal.

Payment Terms

Net thirty (30) days.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

Accepted by:

Title

____/____/____
Date



May 11, 2017

City of Allen
Attn: Eric Matthews, IT Director
305 Century Parkway
Allen, TX 75013-8042

Re: *Cityworks Sole Source Letter – City of Allen, Texas*

Dear Mr. Matthews:

This letter is to confirm that the Cityworks Software is a sole source product, designed, created, and owned exclusively by Azteca Systems, LLC. Azteca Systems is the sole creator and owner of the Cityworks software including the Copyrights and Trademarks for Cityworks® and Empowering GIS® in the United States and elsewhere. Within the United States of America, Azteca Systems, LLC is the sole source provider for licensing, maintenance and support services and must be purchased directly from Azteca Systems at the address above. There are no agents, dealers, or distributors authorized to represent, sell, resell, or distribute this product in the United States.

Cityworks is the original and leading GIS-centric public asset management software. Over 20 years ago, Azteca Systems, pioneered the GIS-centric approach for managing local government assets with a proven GIS centered and based asset management solution. The Cityworks GIS-centric approach is now recognized as a best practice. The breadth and depth of our experience with GIS-centric public asset management is unsurpassed.

In addition, Azteca Systems is a Platinum Partner with renowned GIS developer Esri®. Azteca Systems recently received an award from the CEO of Esri celebrating and recognizing the two companies' 20-year partnership, and specifically acknowledging Cityworks' seamless alignment, corporate dedication, and dependability.

Should you have any further questions please contact me at (801)523-2751 or if you prefer e-mail at bhaslam@cityworks.com.

Sincerely,

Brian L. Haslam
President - CEO, Azteca Systems, LLC

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:	May 23, 2017
SUBJECT:	Authorize the City Manager to Execute a Professional Services Agreement with New Edge Services for Software Implementation Services of the Cityworks Asset Management and Work Order Platform in the Amount of \$59,000.
STAFF RESOURCE:	Jimmy Knipp, Assistant Director of Community Services Eric Matthews, Director of Information Technology
PREVIOUS COUNCIL ACTION:	The City of Allen approved Resolution No. 1648-10-98(R) an Interlocal Purchasing Agreement authorizing the City Manager to purchase various goods and services through the Collin County Governmental Purchasers Forum.
ACTION PROPOSED:	Authorize the City Manager to Execute a Professional Services Agreement with New Edge Services for Software Implementation Services of the Cityworks Asset Management and Work Order Platform in the Amount of \$59,000.

BACKGROUND

This agenda item corresponds with the agreement with Azteca Systems for the Cityworks Asset Management and Work Order Software Platform. This professional services contract with New Edge Services will provide the necessary system set-up, configuration and training for the new Cityworks, work order and asset management, software program.

New Edge Services will provide their expertise to ensure the new software package is in full compliance with the regional Capacity, Management, Operations, and Maintenance (CMOM) plan that the City is engaging in as a response to EPA inspections. While initially planned for deployment to the Streets, Water and Sewer divisions of the Community Services department, the goal is to enable a variety of departments from Parks to Community Development to Traffic the ability to track service requests and work orders on the platform. In addition, Cityworks can serve as the foundation for enhanced citizen engagement, eventually acting as the repository for citizen service requests taken by phone, online or from mobile devices.

New Edge Services, based in Frisco, is a premier system implementer for Cityworks software. Having implemented Cityworks in over a dozen North Texas municipalities, New Edge is well positioned to provide an effective configuration, and deployment, and training of City staff in the use of the new platform.

Chapter 271.102 authorizes a local government to participate in a cooperative purchasing program with another

local government or a local cooperative organization. The Texas Local Government Code permits cooperative agreements between local governments for the purchase of goods and services and satisfies the requirement of local governments to seek competitive bids for purchase of such goods and services through Supplier Contracts. The City of Allen is using the cooperative purchasing agreement with the City of Richardson for the contract with New Edge Services.

BUDGETARY IMPACT

The Water and Sewer Operating Budget will be used to fund this professional services contract for software implementation services from New Edge, including the implementation for Streets, Drainage, Water and Sewer and assistance with GIS Schema/Data for pump and lift stations for an amount of \$59,000.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement with New Edge Services Software Implementation Services of the Cityworks Asset Management and Work Order Platform in the amount of \$59,000.

MOTION

I make a motion to authorize the City Manager to execute a Professional Services Agreement with New Edge Services for Software Implementation Services of the Cityworks Asset Management and Work Order Platform in the Amount of \$59,000.

ATTACHMENTS:

Agreement
Price Quote

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and NewEdge Services, LLC, a Texas corporation ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to assist the City with the implementation of Azteca's Cityworks geographic asset management software for geographic asset management (the "Project") on the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render services for the City on the terms and conditions set forth in this Agreement;

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

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the services, unless sooner terminated as 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 deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. 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 Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the 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 the Scope of Services.

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. 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 charges 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. The final payment of the compensation shall be made after satisfactory completion of the services following the City acceptance of work set forth in the Scope of Services, as applicable.

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.

4.3 The hourly rates set forth in the Scope of Services, if any shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

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 obtain written 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 otherwise provided 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.

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 Collin 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 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, 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 or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

Attn: Peter H. Vargas,
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013
214.509.4110 – telephone
214.509.4118 – facsimile

With a copy to:

Peter G. Smith
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
214.965.9900 – telephone
214.965.0010 – facsimile

If intended for Professional:

Attn: Laura Carr, GISP
Chief Operating Officer
NewEdge Services, LLC
9191 Kyser Way, Suite 103
Frisco, Texas 75033
469.888.5044 – telephone
469.888.5047 – facsimile
lcarr@newedgeservices.com– email

6.10 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 including the property of the City, its officers, contractors, agents and employees (collectively referred to as the “City”) insuring against all claims, demands or actions relating to the work and services provided by the Professional 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 and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired 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 \$1,000,000.00 combined single limit for bodily injury, death 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 \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.
- (b) All insurance shall be endorsed to provide 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; (2) 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. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will

provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Professional shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.

- (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. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Professional by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.11 Indemnification.

- (a) 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 PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS THE "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 NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF PROFESSIONAL IN THE 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, SUCCESSIONS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF CITY).

- (b) WITHOUT LIMITING THE FORGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, PROFESSIONAL HEREBY INDEMNIFIES AND HOLDS HARMLESS THE CITY FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES INCURRED BY CITY IN CONNECTION WITH ANY ACTION AGAINST CITY FOR PERSONAL INJURY AT THE SITE OF ANY EMPLOYEE, CONTRACTOR, OR SUBCONTRACTOR OR PROFESSIONAL OR ANY CONSULTANTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED PARTY OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (HEREINAFTER REFERRED TO AS AN "EMPLOYEE INJURY CLAIM"), EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF THE CITY. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.
- (c) 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. THESE PROVISIONS 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 _____, 2017.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manager

EXECUTED this 18th day of May, 2017.

NEWEDGE SERVICES, LLC

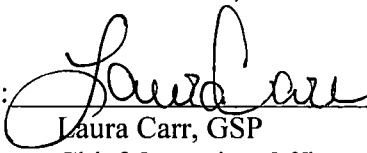
By: 
Laura Carr, GSP
Chief Operating Officer

EXHIBIT A SCOPE OF SERVICES

A. GENERAL STATEMENT OF WORK

Professional shall assist the City with initial implementation of Azteca's Cityworks software for geographic asset management for the Streets and Water/Sewer divisions of the City's Public Services Department, as set forth in this Scope of Services.

B. SOFTWARE ACQUISITION

Azteca Systems, Inc. is the recognized leader in Enterprise GIS-centric Computerized Maintenance Management Systems. City has purchased an Enterprise License Agreement (ELA), Essentials level from Azteca Systems Inc. The Essentials level of an ELA includes all parts of Cityworks required for the base implementation requirements: Service Requests, Work Orders, Inspections, Integration with GIS and Reporting.

C. KICK OFF MEETING AND TECHNICAL REVIEW

Within one month of receipt of a notice to proceed from the City, Professional shall schedule and conduct an onsite kick off meeting with relevant City staff. During this meeting, Professional's staff will collect information that will be input into the Cityworks database such as employee lists, materials, etc.

The format of this day-long meeting is broken down into the following sessions:

- I. Introductory Presentation - 1 Hour. Professional staff introduces Cityworks to the City and the plan for the implementation
2. Technical Review - 2 Hours. Conducted with GIS and IT staff, Professional will review hardware and software versions and configurations and perform a GIS Data Review. Professional will discuss in-depth UniqueIDs for GIS features and their importance in Cityworks.
3. Datasource Review- 1 Hour. Professional will review existing sources for work order activity with project manager and supervisors.
4. Materials, Equipment and Labor Review - 2 Hours. Professional will review existing sources for work activity costs - Material, Labor and Equipment. Professional will review the formats needed in Cityworks for this information and provide import spreadsheets for the City to populate. Professional will discuss Labor Rates for employees and how to track in Cityworks.
5. Reporting Requirements. Professional will obtain sample reports from the City, reporting requirements

Deliverables: One day on-site for kick off and technical review meetings.

D. CITYWORKS DATABASE DESIGN AND CONFIGURATION

After completion of the kick off meeting outlined in Section C herein, Professional's implementation team will take the information collected from the kick off and technical review meetings and configure City's Cityworks database. This work will be done in a

test environment at Professional's office. The configured database becomes the production database used by the City. Configuration of the Cityworks database will include, but is not limited to:

1. Service Requests
 - Problem Codes
 - Service Request Templates
 - Submit To / Dispatch To names configured
2. Work Orders
 - Work Activities/ Templates
 - Employee Lists
 - Materials
 - Equipment
3. Inventory Asset-GIS Data
4. Inspections
 - Inspection Types
 - Inspection Schedule
5. Reporting
 - Custom Queries and Inboxes
 - Crystal Reports

This task will be performed for the duration of the project. During reviews and on-site meetings and even into training and on-site support, the Cityworks database will be continuously evolving. Rather than relying on long periods of user testing and user acceptance, Professional relies more on regular reviews with the client.

Deliverables: Test environment configured off-site or on-site if City grants Professional proper VPN access.

E. WORKFLOW ASSESSMENT

Professional will return to the City for an on-site workflow assessment. Professional will review in detail the existing workflows and business processes currently in place at the City. The workflows will be reviewed using the configured Cityworks database as Described in Section D herein. Modifications can be made to the database at this point.

Professional's staff will review current work flow procedures and propose changes or modifications to current processes that align more closely with practices and procedures utilized by the Cityworks AMS system.

During the workflow assessment meetings, Professional will determine the roles and responsibilities of the users accessing the system. The domain, role, and template level security will be established in the test environment.

Based on reporting needs discovered during the Workflow Assessment, Professional will generate 5 custom Crystal Reports templates for the City. Additional reporting needs may be accommodated by Cityworks Reporting tools, Inboxes and Export to Excel or Word.

Deliverables:

One week on-site for assessment meetings.

Business process mapping - detailing the current processes and suggestions for modifications to the current procedures

F. ON-SITE REVIEW OF THE CITYWORKS DATABASE

Professional's staff will be on-site to review the Cityworks Database Configuration with the City staff. Professional's staff will review all aspects of the Cityworks database and will verify the work flow of the requests and work orders is correct. Professional's staff will make configuration changes to the database during the review. All of this work will be performed on Professional's test site.

Deliverables: Two days on site for Cityworks database review

G. INSTALLATION AND CONFIGURATION OF PRODUCTION DATABASE

Professional's staff will be on-site to configure the production Cityworks database. The configured database from Professional's test site will be installed on the City's production servers.

City will instruct Professional as to whether it wants to have its own test environment or utilize the Professional's cloud test environment for training and support prior to go-live.

Professional's staff will also work with GIS staff to ensure that all GIS configurations for the mapping functionality of Cityworks are operational.

Deliverables: Two days on site for software install and configuration

H. CITYWORKS SERVER AMS TRAINING

After completion of the installation and configuration of the production database as outlined in Section G herein, Professional will conduct one week of on-site training of the Cityworks AMS software system. Professional will provide two levels of training - the first level being a classroom type training, where the trainer walks through the functionality of the software and performs live demonstrations, and the second level being on-site support/training, where Professional's staff members will work one on one with the users of the software. City will be responsible for providing a training facility

including computers configured to the correct specifications for the Cityworks software and connectivity to the Cityworks database. The one-week training shall consist of the following:

1. Administrator Training (1 days) - This training is targeted for the "super users" of the system. These users will be responsible for the underlying Cityworks database and on-going maintenance of the system.
2. Designer Training (1 day)-This training is targeted for those users who will maintain the lists, codes, etc. in the Cityworks database. These attendees will manage the employee lists, materials, equipment and modify or add additional permits and permit workflows.
3. User Training (3 days)-This training is designed for the users of the system.
**This training could be extended to a full week depending on the number of users the facilities can accommodate.
4. Crystal Reports Training-Optional (2 Days)-This training course is designed for users that will be creating custom reports in Cityworks.

Deliverables:

One week of training for the Cityworks AMS software Administrator / Designer Training

Optional Crystal Reports Training materials

I. COACHING / ROLLOUT SUPPORT

Once Cityworks is on-line and City staff has completed the training outlined in Section H herein, Professional's staff will remain on-site to assist users as they encounter day to day business transactions using the Cityworks software. Professional sees this as a critical step in the implementation process as it gives our implementers an opportunity to work directly with the users on an individual basis. During this time Professional's staff will discover and correct configuration issues, overcome training lapses and finalize or modify work order procedures.

City will be responsible for setting up the schedule for on-site support. Each user should be dedicated one to two hours of individual support with Professional's staff, depending on their roles and responsibilities with the software.

Deliverables: One week on-site support

J. MAINTENANCE.

Professional shall continue to-provide off-site phone and WebEx support after the training and roll-out services provided in Sections H and I herein are complete.

Professional will be available between the hours of 7:30 to 5:30 Monday through Thursday and from 7:30 to 11:30 on Fridays during its official-office hours. City's maintenance agreement includes 24 hour support from Azteca personnel.

All warranty and maintenance agreements of the Cityworks software are exclusive between the City of Richardson and Azteca Inc. All software version upgrades, patches, etc. are available through the mycityworks.com website at no additional charge to the City. Professional, during the first year, will assist the City with the installation of these items.

K. COMPENSATION AND PAYMENT SCHEDULE

In exchange for the services provided by Professional under this Agreement, City shall pay Professional a total amount not to exceed Fifty-one Thousand Five Hundred Dollars (\$51,500.00), which includes \$46,500.00 for Cityworks Server AMS Implementation for the City's Streets, Water, and Sewer divisions (includes discovery/planning, Cityworks Software Installation, training (excluding travel costs), documentation, project management, and maintenance costs; and \$5,000.00 for assistance with GIS Schema/data for pumps and lift stations. Payment to Professional shall be within thirty (30) days after City's receipt and City verification of Professional's itemized invoices; which shall include progress reports; authorized non-salary expenses with supporting itemized invoices and documentation; and detailed itemized statements for services performed showing the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges 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.

City will be invoiced based upon the following payment schedule:

Project Status	Amount to be Invoiced
Conduct Kick Off Meeting and Technical Review	33% of Project Costs
Workflow Assessment	50% of Project Costs
Database Review / Software Installation	75% of Project Costs
Training / On-Site Support	90% of Project Costs
Go-Live	100% of Project Costs

NewEdge Unique ID Tool	
Option 2 - For Continued Use and Yearly Maintenance	\$7,500.00 \$1,875.00 /Yearly Maintenance

PRICE PROPOSAL

IMPLEMENTATION OF AZTECA CITYWORKS SOFTWARE

Proposal No. 703-16
May 23, 2016

Presented to
The City of Richardson



Presented by



NewEdge Services, LLC
9191 Kyser Way, Suite 103 Frisco, TX 75033
Phone: 469-888-5044 / FAX: 469-888-5047
Web Address: <http://www.newedgeservices.com>

Laura Carr, Chief Operating Officer
9191 Kyser Way, Suite 103 Frisco, Tx 75033
Cell: 972-814-4871 / Office: 469-888-5044
lcarr@newedgeservices.com



8.0 PRICE PROPOSAL

NewEdge submits an estimated fee of \$51,500.00 to perform the tasks as described in Section 3 - Technical Proposal.

Task Name / Description	Price Estimate
Cityworks Server AMS Implementation for Streets / Water / Sewer	\$46,500.00
Assistance with GIS Schema / Data for Pumps and Lift Stations	\$5,000.00
Total Estimate:	\$51,500.00

Optional Services	
Hourly Rates for Additional Services	\$130.00 / Hour
Crystal Reports Training	\$2,400.00

NewEdge Unique ID Tool	
Option 1 – For Use With Cityworks Implementation	\$4,000.00
Option 2 – For Continued Use and Yearly Maintenance	\$7,500.00 \$1,875.00 / Yearly Maintenance

**** Implementation Services Quote Includes:**

- Discovery / Planning
- Cityworks Software Installation
- Training (no travel costs)
- Documentation
- Project Management
- Maintenance Costs

******* Cost estimates do not include the cost of ESRI ArcGIS software (ArcGIS Desktop, ArcGIS Server, ArcGIS Online, etc.). It is assumed the City of Richardson will have the ArcGIS software installed and configured prior to the Cityworks implementation. If the City needs assistance with the configuration of Esri product, NewEdge can provide an hourly costs proposal for services.

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

May 23, 2017

SUBJECT:

Award Bid and Authorize the City Manager to Execute a Contract with Ratliff Hardscape, Ltd for the Allen Public Library Parking Lot Expansion Project in the Amount of \$719,170.58.

STAFF RESOURCE:

Chris Flanigan, Director of Engineering

PREVIOUS COUNCIL ACTION:

On July 12, 2016, the City Council adopted a Resolution authorizing the reimbursement of 2017 General Obligation Bond proceeds in order to move forward with the Allen Public Library parking lot expansion of project.

On October 11, 2016, the City Council approved a Professional Services Contract with BW2 Engineers, Inc. in the Amount of \$54,775 for the Design of the Allen Public Library Parking Lot Expansion Project.

ACTION PROPOSED:

Award Bid and Authorize the City Manager to Execute a Contract with Ratliff Hardscape, Ltd for the Allen Public Library Parking Lot Expansion Project in the Amount of \$719,170.58.

BACKGROUND

In May 2016, Allen voters approved the issuance of General Obligation Bonds for the expansion of the Allen Public Library, which proposes an additional 45,000 of building space for collection, programming, meeting, seating, storage, patron study rooms, rest rooms, staff work rooms, and additional parking spaces.

This proposed contract will be for the construction of the first phase of the parking lot expansion for the Library facility and will increase the parking capacity by 106 spaces. This project will also update the existing parking lot lighting on the site to LED fixtures. Landscaping will also be completed within the new parking lot and on a portion of the St. Mary's right-of-way.

On April 26, 2017, a total of ten (10) bids were received and the three (3) lowest are as follows:

Solicitation # 2017-3-59	
Bidder	Bid Total
Ratliff Hardscape, Ltd	\$719,170.58
Schmoltd Construction, Inc.	\$743,139.31

Pavecon, Inc.	\$745,480.29
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BUDGETARY IMPACT

This project is being funded by 2017 GO Bonds in advance, by reimbursement resolution previously approved by City Council.

STAFF RECOMMENDATION

Staff recommends that the City Council award bid and authorize the City Manager to execute a contract with Ratliff Hardscape, Ltd. for the Allen Public Library Parking Lot Expansion Project in the amount of \$719,170.58.

MOTION

I make a motion to award bid and authorize the City Manager to execute a contract with Ratliff Hardscape, Ltd for the Allen Public Library Parking Lot Expansion Project in the amount of \$719,170.58.

ATTACHMENTS:

Standard Form of Agreement
Library Parking Lot Bid Proposal
Site Plan

EXHIBIT 11

STANDARD FORM OF AGREEMENT

STATE OF TEXAS }

COUNTY OF COLLIN }

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between _____ The City of Allen, Texas, a municipal corporation, of the County of _____ Collin _____ and State of Texas, acting through _____ Its City Manager _____

thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____ Ratliff Hardscape, LTD _____

_____ of the City of _____ Lewisville _____, County of _____ Denton _____ and State of _____ Texas _____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

**ALLEN PUBLIC LIBRARY PARKING LOT EXPANSION – PHASE 1
BID #2017-3-59 CIP #LB1701**

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within one hundred and twenty (120) calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

CITY OF ALLEN, TEXAS

Party of the First Part (OWNER)

By: _____

Peter H. Vargas, City Manager

Attest: _____

Shelley B. George, City Secretary

Party of the Second Part (CONTRACTOR)

By: _____

Attest: _____

**CITY OF ALLEN
ALLEN PUBLIC LIBRARY PARKING LOT EXPANSION**

**BASE BID
ADDENDUM #3**

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
SCHEDULE "A" - DEMOLITION/PREPARATION/CONTROLS					
1	1	L.S.	Mobilization, Bonds, Insurance and all Permitting (entire project), complete, per unit <u>THIRTY THOUSAND SIX HUNDRED EIGHT DOLLARS & TWENTY-FIVE CENTS</u>	\$ <u>30,681.25</u>	\$ <u>30,681.25</u>
2	1	L.S.	All Traffic Control Measures, including, but not limited to, construction sequencing, barricading, traffic control design, panels, signs, temporary pavement markings and temporary asphalt pavement (if necessary), complete in place, per unit <u>TWELVE THOUSAND FIVE HUNDRED DOLLARS & ZERO CENTS</u>	\$ <u>12,500.00</u>	\$ <u>12,500.00</u>
3	1	L.S.	Temporary Erosion Control, including providing SWPPP, NOI, and filing with TCEQ complete in place, per unit <u>EIGHTY THOUSAND FIVE HUNDRED FORTY FIVE DOLLARS & EIGHT CENTS</u>	\$ <u>11,546.88</u>	\$ <u>11,546.88</u>
4	1,575	C.Y.	Unclassified Excavation, including hauling and recompaction in other locations on site, complete per unit <u>FIVE DOLLARS & ZERO CENTS</u>	\$ <u>5.00</u>	\$ <u>7875.00</u>
5	1,825	C.Y.	Contractor Hauling, Placement and Compaction of Owner-Provided Borrow Material, complete in place, per unit <u>TEN DOLLARS & SIXTY-THREE CENTS</u>	\$ <u>10.63</u>	\$ <u>19,399.75</u>
6	91	S.Y.	Sawcut, Remove and Dispose of Existing Concrete Pavement, complete per unit <u>EIGHT DOLLARS & SEVENTY-FIVE CENTS</u>	\$ <u>8.75</u>	\$ <u>796.25</u>
7	1,700	S.F.	Sawcut, Remove and Dispose of Existing Concrete Sidewalk Pavement, complete per unit <u>TWO DOLLARS & FIFTY-FOUR CENTS</u>	\$ <u>0.94</u>	\$ <u>1598.00</u>

**CITY OF ALLEN
ALLEN PUBLIC LIBRARY PARKING LOT EXPANSION**

**BASE BID
ADDENDUM #3**

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
8	56	S.F.	Remove and Dispose of Existing Brick Pavers, complete per unit <u>ONE</u> Dollars & <u>Twenty-Five</u> Cents	\$ <u>1.25</u>	\$ <u>70.00</u>
9	342	L.F.	Sawcut, Remove and Dispose of Existing Concrete Curb and Gutter, complete per unit <u>SEVEN</u> Dollars & <u>FIFTY</u> Cents	\$ <u>7.50</u>	\$ <u>2565.00</u>
10	6	EA.	Remove and Dispose of Existing H.C. Parking Signs, complete per unit <u>ONE HUNDRED TWENTY-FIVE</u> Dollars & <u>SEED</u> Cents	\$ <u>125.00</u>	\$ <u>750.00</u>
11	16	L.F.	Remove and Dispose of Existing 18" Storm Pipe, complete per unit <u>THIRTY SEVEN</u> Dollars & <u>FIFTY</u> Cents	\$ <u>37.50</u>	\$ <u>600.00</u>
12	60	L.F.	Remove and Dispose of Existing 30" Storm Pipe, complete per unit <u>THIRTY SEVEN</u> Dollars & <u>FIFTY</u> Cents	\$ <u>37.50</u>	\$ <u>2250.00</u>
13	1	EA.	Remove and Dispose of Existing Y-Inlet, complete per unit <u>ONE THOUSAND FIVE HUNDRED SIXTY TWO</u> Dollars & <u>FIFTY</u> Cents	\$ <u>1562.50</u>	\$ <u>1562.50</u>
14	190	S.Y.	Sawcut, Remove and Dispose of Existing Concrete Flume, complete per unit <u>EIGHT</u> Dollars & <u>SEVENTY-FIVE</u> Cents	\$ <u>8.75</u>	\$ <u>1662.50</u>
15	1	EA.	Remove and Dispose of Existing 18" Headwall, complete per unit <u>ONE THOUSAND FIVE HUNDRED SIXTY TWO</u> Dollars & <u>FIFTY</u> Cents	\$ <u>1562.50</u>	\$ <u>1562.50</u>

CITY OF ALLEN
ALLEN PUBLIC LIBRARY PARKING LOT EXPANSION

BASE BID
ADDENDUM #3

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
16	2	EA.	Remove and Dispose of Existing 30" Headwall, complete per unit <u>ONE THOUSAND FIVE HUNDRED SIXTY TWO</u> Dollars & <u>FIFTY</u> Cents	\$ <u>1562.50</u>	\$ <u>3125.00</u>

SCHEDULE "A" TOTAL: \$ 98,544.63

SCHEDULE "B" - PAVING

17	4,642	S.Y.	Furnish and Place 5" 3600 PSI (Class 'C') Reinforced Concrete Parking Pavement, complete in place, per unit <u>FORTY FIVE</u> Dollars & <u>FIFTY SEVEN</u> Cents	\$ <u>45.57</u>	\$ <u>211,535.94</u>
18	2,014	L.F.	Furnish and Place 6" Tall (3600 PSI) Reinforced Concrete Integral Curb, complete in place, per unit <u>FIVE</u> Dollars & <u>ZERO</u> Cents	\$ <u>5.00</u>	\$ <u>10,070.00</u>
19	71	L.F.	Furnish and Place 6" Tall (3600 PSI) Reinforced Concrete Curb and Gutter, complete in place, per unit <u>THIRTY ONE</u> Dollars & <u>THIRTY FIVE</u> Cents	\$ <u>31.25</u>	\$ <u>2218.75</u>
20	1,320	S.F.	Furnish and Place 4" 3000 PSI Reinforced Concrete Sidewalk Pavement, complete in place, per unit <u>FOUR</u> Dollars & <u>SEVEN</u> Cents	\$ <u>4.07</u>	\$ <u>5372.40</u>
21	1	EA.	Furnish and Install Detectable Warning Surface (4'x2'), complete in place, per unit <u>TWO HUNDRED FIFTY</u> Dollars & <u>ZERO</u> Cents	\$ <u>250.00</u>	\$ <u>250.00</u>
22	2	EA.	Furnish and Install Detectable Warning Surface (10'x2'), complete in place, per unit <u>FIVE HUNDRED</u> Dollars & <u>ZERO</u> Cents	\$ <u>500.00</u>	\$ <u>1000.00</u>

**CITY OF ALLEN
ALLEN PUBLIC LIBRARY PARKING LOT EXPANSION**

**BASE BID
ADDENDUM #3**

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
23	4,806	S.Y.	Furnish and Place 6" Thick Lime Stabilized Subgrade, including mixing and compaction, complete in place, per unit <u>FOUR</u> Dollars & <u>NINETY-ONE</u> Cents	\$ <u>4.91</u>	\$ <u>23,597.46</u>
24	87	TON	Furnish and Place Hydrated Lime, complete in place, per unit <u>TWO HUNDRED FORTY THREE</u> Dollars & <u>SEVENTY-FIVE</u> Cents	\$ <u>243.75</u>	\$ <u>21,206.25</u>

SCHEDULE "B" TOTAL: \$ 25,250.80

SCHEDULE "C" - DRAINAGE

25	207	L.F.	Furnish and Install 24" RCP, Class III, including embedment, complete in place, per unit <u>ONE HUNDRED FORTY-FOUR</u> Dollars & <u>FIFTY</u> Cents	\$ <u>144.50</u>	\$ <u>29,911.50</u>
26	142	L.F.	Furnish and Install 18" RCP, Class III, including embedment, complete in place, per unit <u>ONE HUNDRED TWELVE</u> Dollars & <u>EIGHT-EIGHT</u> Cents	\$ <u>112.88</u>	\$ <u>16,028.96</u>
27	1	EA.	Furnish and Install City of Allen STD. 10' Curb Inlet, complete in place per unit <u>EIGHTY-THREE AND SEVEN HUNDRED</u> Dollars & <u>EIGHTY-EIGHT</u> Cents	\$ <u>8700.88</u>	\$ <u>8700.88</u>
28	1	EA.	Furnish and Install City of Allen STD. 6' Curb Inlet, complete in place per unit <u>EIGHTY-THREE AND SEVEN HUNDRED</u> Dollars & <u>EIGHTY-EIGHT</u> Cents	\$ <u>8700.88</u>	\$ <u>8700.88</u>
29	1	EA.	Construct City of Allen STD. 24" Headwall Type 'B', complete in place, per unit <u>THREE THOUSAND SIX HUNDRED FIFTY</u> Dollars & <u>EIGHTY-EIGHT</u> Cents	\$ <u>3608.88</u>	\$ <u>3608.88</u>

**CITY OF ALLEN
ALLEN PUBLIC LIBRARY PARKING LOT EXPANSION**

**BASE BID
ADDENDUM #3**

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
30	1	EA.	Construct City of Allen STD. 18" Headwall Type 'B', complete in place, per unit <u>THREE THOUSAND FOUR HUNDRED SIXTY-FIVE</u> Dollars & <u>THIRTEEN</u> Cents	<u>\$3465.13</u>	<u>\$ 3465.13</u>
31	1	EA.	Furnish and Install 24"x18" Wye Connection, complete in place, per unit <u>ONE THOUSAND EIGHTY-FIVE</u> Dollars & <u>SEVENTY-FIVE</u> Cents	<u>\$ 1085.75</u>	<u>\$ 1085.75</u>
32	2	EA.	Connect to Existing Storm Manhole, including all incidentals, complete in place, per unit <u>FOUR THOUSAND THREE HUNDRED EIGHTY- EIGHT</u> Dollars & <u>THIRTY- EIGHT</u> Cents	<u>\$4388.39</u>	<u>\$ 8776.76</u>
33	1	EA.	Connect to Existing Storm Pipe with a Concrete Collar, including all incidentals, complete in place, per unit <u>TWO THOUSAND FOUR HUNDRED NINE</u> Dollars & <u>SEVENTY- FIVE</u> Cents	<u>\$2409.75</u>	<u>\$ 2409.75</u>
SCHEDULE "C" TOTAL:				\$	<u>82,603.49</u>

SCHEDULE "D" - LANDSCAPING

34	1	L.S.	Remove and Dispose of Existing Trees and Stump Grinding, complete per unit <u>TWO THOUSAND FIVE HUNDRED</u> Dollars & Cents	<u>\$2500.00</u>	<u>\$ 2500.00</u>
35	13	EA.	Furnish and Place Live Oak 65 gal. @ 3" cal., complete in place, per unit <u>SIX HUNDRED EIGHTY SEVEN</u> Dollars & <u>FIFTY</u> Cents	<u>\$687.50</u>	<u>\$ 8937.50</u>
36	8	EA.	Furnish and Place Cedar Elm 65 gal. @ 3" cal., complete in place, per unit <u>SIX HUNDRED EIGHTY SEVEN</u> Dollars & <u>FIFTY</u> Cents	<u>\$ 687.50</u>	<u>\$ 5500.00</u>

**CITY OF ALLEN
ALLEN PUBLIC LIBRARY PARKING LOT EXPANSION**

**BASE BID
ADDENDUM #3**

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
37	3	EA.	Furnish and Place Chinese Pistache 65 gal. @ 3" cal., complete in place, per unit <u>SIX HUNDRED EIGHTY SEVEN</u> Dollars & <u>FIFTY</u> Cents	\$ <u>687.50</u>	\$ <u>2062.50</u>
38	5	EA.	Furnish and Place Crape Myrtle 30 gal., complete in place, per unit <u>TWO HUNDRED FIFTY</u> Dollars & <u>2500</u> Cents	\$ <u>250.00</u>	\$ <u>1250.00</u>
39	58	EA.	Furnish and Place Dwarf Burford Holly 5 gal., complete in place, per unit <u>THIRTY FIVE</u> Dollars & <u>2500</u> Cents	\$ <u>35.00</u>	\$ <u>2030.00</u>
40	16	EA.	Furnish and Place Loropetalum 5 gal., complete in place, per unit <u>THIRTY FIVE</u> Dollars & <u>2500</u> Cents	\$ <u>35.00</u>	\$ <u>560.00</u>
41	12	EA.	Furnish and Place Abelia 5 gal., complete in place, per unit <u>THIRTY FIVE</u> Dollars & <u>2500</u> Cents	\$ <u>35.00</u>	\$ <u>420.00</u>
42	1	EA.	Furnish and Place Softleaf Yucca 5 gal., complete in place, per unit <u>THIRTY FIVE</u> Dollars & <u>2500</u> Cents	\$ <u>35.00</u>	\$ <u>35.00</u>
43	3	EA.	Furnish and Place Red Yucca 5 gal., complete in place, per unit <u>THIRTY FIVE</u> Dollars & <u>2500</u> Cents	\$ <u>35.00</u>	\$ <u>105.00</u>
44	54	EA.	Furnish and Place Silver Pony Foot 1 gal., complete in place, per unit <u>FIFTEEN</u> Dollars & <u>2000</u> Cents	\$ <u>15.00</u>	\$ <u>810.00</u>

**CITY OF ALLEN
ALLEN PUBLIC LIBRARY PARKING LOT EXPANSION**

**BASE BID
ADDENDUM #3**

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
45	29	EA.	Tree Staking and Guying, complete per unit <u>THIRTY ONE</u> Dollars & <u>TWO</u> Cents	\$ <u>31.25</u>	\$ <u>906.25</u>
46	915	S.F.	Bed Prep and Top mulch, complete per unit <u>TWO</u> Dollars & <u>FOURTY SEVEN</u> Cents	\$ <u>2.87</u>	\$ <u>2626.05</u>
47	7,175	S.F.	Furnish and Place Solid Sod Bermuda, including watering, complete in place, per unit <u>SEVEN</u> Dollars & <u>FIFTY</u> Cents	\$ <u>0.50</u>	\$ <u>3587.50</u>
48	1	L.S.	Furnish and Place Fertilizers, until established, complete in place, per unit <u>ONE THIRTY FIVE HUNDRED</u> Dollars & <u>SEVEN</u> Cents	\$ <u>1500.00</u>	\$ <u>1500.00</u>
49	4,430	L.F.	Furnish and Install Steel Edging, complete in place per unit <u>FOUR</u> Dollars & <u>THIRTY EIGHT</u> Cents	\$ <u>4.38</u>	\$ <u>19,403.40</u>
50	2,710	S.F.	Furnish and Place Crushed Decomposed Granite (Gravel Type 'A'), complete in place, per unit <u>TWO</u> Dollars & <u>THIRTY EIGHT</u> Cents	\$ <u>2.98</u>	\$ <u>8075.80</u>
51	520	S.F.	Furnish and Place Colorado River Rock 3" to 4" dia. (Gravel Type 'B'), complete in place, per unit <u>SIX</u> Dollars & <u>SIXTY FOUR</u> Cents	\$ <u>6.74</u>	\$ <u>3504.80</u>
52	410	S.F.	Furnish and Place Crushed Black Basalt 1" to 3" dia. (Gravel Type 'C'), complete in place, per unit <u>THREE</u> Dollars & <u>EIGHTY TWO</u> Cents	\$ <u>3.82</u>	\$ <u>1566.20</u>

SCHEDULE "D" TOTAL: \$ 65,380.00

**CITY OF ALLEN
ALLEN PUBLIC LIBRARY PARKING LOT EXPANSION**

**BASE BID
ADDENDUM #3**

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
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SCHEDULE "E" - IRRIGATION

53	29	EA.	Furnish and Install Tree Bubblers, including incidentals, complete in place per unit <u>ONE THOUSAND FORTY</u> Dollars & <u>TWENTY-FOUR</u> Cents	\$ <u>104.28</u>	\$ <u>3024.12</u>
54	1	L.S.	Furnish and Install Landscape Irrigation (sod and beds), including incidentals, complete in place per unit <u>THIRTY SEVEN THOUSAND FIVE HUNDRED</u> Dollars & <u>ZERO</u> Cents	\$ <u>27500.00</u>	\$ <u>27500.00</u>
55	1	L.S.	Furnish and Install Temporary Irrigation, including incidentals, complete per unit <u>FOUR THOUSAND SEVEN</u> Dollars & <u>SIXTY-TWO</u> Cents	\$ <u>4007.82</u>	\$ <u>4007.82</u>

SCHEDULE "E" TOTAL:

\$ 34,531.94

SCHEDULE "F" - LIGHTING

56	23	EA.	Remove existing head/fixture from existing pole and install new SLA head/fixture, including all incidentals, complete per unit <u>ONE THOUSAND SEVEN HUNDRED FIFTY ONE</u> Dollars & <u>TWENTY-FIVE</u> Cents	\$ <u>1691.25</u>	\$ <u>38898.75</u>
57	7	EA.	Remove existing head/fixture from existing pole and install new SLA-1 head/fixture, including all incidentals, complete per unit <u>ONE THOUSAND THREE HUNDRED SEVENTY SEVEN</u> Dollars & <u>FIFTY</u> Cents	\$ <u>1377.50</u>	\$ <u>9642.50</u>
58	2	EA.	Remove existing head/fixture from existing pole and install new double headed SLA-1 head/fixture, including all incidentals, complete per unit <u>TWO THOUSAND FIVE HUNDRED TWELVE</u> Dollars & <u>FIFTY</u> Cents	\$ <u>2512.50</u>	\$ <u>5025.00</u>

**CITY OF ALLEN
ALLEN PUBLIC LIBRARY PARKING LOT EXPANSION**

**BASE BID
ADDENDUM #3**

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
59	6	EA.	Remove and relocate existing pole, complete with new foundation, and new SLA head/fixture, including all incidentals, complete per unit <u>THREE THOUSAND SIX HUNDRED</u> Dollars & <u>2000</u> Cents	\$ <u>3600.00</u>	\$ <u>21600.00</u>
60	7	EA.	Furnish and install new pole, new concrete foundation, and new SLA head/fixture, including all incidentals, complete in place, per unit <u>FOUR THOUSAND ONE HUNDRED NINETY-SIX</u> Dollars & <u>TWENTY FIVE</u> Cents	\$ <u>4196.25</u>	\$ <u>29,373.75</u>
61	4	EA.	Furnish and install new pole, new concrete foundation, and new double SLA head/fixture, including all incidentals, complete in place, per unit <u>FIVE THOUSAND ONE HUNDRED EIGHTY-EIGHT</u> Dollars & <u>SEVENTY-FIVE</u> Cents	\$ <u>5168.75</u>	\$ <u>20675.00</u>
62	1	L.S.	Furnish and Install (2)#10, (1)#12 in 3/4" C Wire, including all wiring and conduit and all connections for a complete functional system, complete in place, per unit <u>NINETEEN THOUSAND FOUR HUNDRED FIFTY-SIX</u> Dollars & <u>TWENTY-FIVE</u> Cents	\$ <u>19,456.25</u>	\$ <u>19456.25</u>

SCHEDULE "F" TOTAL: \$ 144,671.25

SCHEDULE "G" - MISCELLANEOUS

63	349	L.F.	Furnish and Place Trench Safety, complete in place, per unit <u>ONE</u> Dollars & <u>TWENTY-FIVE</u> Cents	\$ <u>1.25</u>	\$ <u>436.25</u>
64	1,250	S.Y.	Furnish and Place Block Sodding (Bermuda), including watering and fertilizer until established, complete in place, per unit <u>FOUR</u> Dollars & <u>FIFTY</u> Cents	\$ <u>4.50</u>	\$ <u>5625.00</u>
65	2,500	S.Y.	Furnish and Place Hydromulch, including watering and fertilizer until established, complete in place, per unit <u>ONE</u> Dollars & <u>TWENTY-FIVE</u> Cents	\$ <u>1.35</u>	\$ <u>3375.00</u>

**CITY OF ALLEN
ALLEN PUBLIC LIBRARY PARKING LOT EXPANSION**

**BASE BID
ADDENDUM #3**

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
66	2,850	L.F.	Furnish and Install 4" White Painted Stripe, complete in place, per unit <u>2850</u> Dollars & <u>FIFTY</u> Cents	\$ <u>0.50</u>	\$ <u>1425.00</u>
67	46	L.F.	Furnish and Install 12" White Thermoplastic Crosswalk Stripe, complete in place, per unit <u>NINE</u> Dollars & <u>500</u> Cents	\$ <u>9.07</u>	\$ <u>417.22</u>
68	12	EA.	Furnish and Install Concrete Wheel Stops, complete in place, per unit <u>NINETY THREE</u> Dollars & <u>SEVENTY FIVE</u> Cents	\$ <u>93.75</u>	\$ <u>1125.00</u>
69	12	EA.	Furnish and Install H.C. Parking Signs, including post and foundation, complete in place, per unit <u>FOUR HUNDRED THIRTY SEVEN</u> Dollars & <u>FIFTY</u> Cents	\$ <u>437.50</u>	\$ <u>5250.00</u>
70	12	EA.	Furnish and Install Painted H.C. Parking Pavement Marking, complete in place, per unit <u>TWENTY-SEVEN</u> Dollars & <u>FIFTY</u> Cents	\$ <u>37.50</u>	\$ <u>450.00</u>

SCHEDULE "G" TOTAL: \$ 18,103.47

**CITY OF ALLEN
ALLEN PUBLIC LIBRARY PARKING LOT EXPANSION**

**BASE BID
ADDENDUM #3**

Base Bid Schedule:

SUBTOTAL SCHEDULE 'A': DEMOLITION/PREPARATION/CONTROLS	\$ <u>98,544.63</u>
SUBTOTAL SCHEDULE 'B': PAVING	\$ <u>275,280.80</u>
SUBTOTAL SCHEDULE 'C': DRAINAGE	\$ <u>82,688.49</u>
SUBTOTAL SCHEDULE 'D': LANDSCAPING	\$ <u>65,380.00</u>
SUBTOTAL SCHEDULE 'E': IRRIGATION	\$ <u>34,531.94</u>
SUBTOTAL SCHEDULE 'F': LIGHTING	\$ <u>144,671.25</u>
SUBTOTAL SCHEDULE 'G': MISCELLANEOUS	\$ <u>18,103.47</u>

TOTAL AMOUNT BID, FOR BASE BID
ITEMS 1 THROUGH 70, INCLUSIVE: \$ 719,170.58

TOTAL AMOUNT BID, FOR BASE BID
ITEMS 1 THROUGH 70, INCLUSIVE (IN WORDS):

Seven Hundred Ninety Thousand One Hundred Seventy Dollars and Fifty Eight Cents

CALENDAR DAY BID FOR BASE BID: 120

Contractor shall note that the Owner reserves the right to select any bid that is in the best interest of the City, all considerations, including calendar day bid, taken into account.

The Contractor hereby agrees to commence work within **Ten (10)** days after the date written notice to do so shall have been given to him, and to substantially complete the same within _____ calendar days after the date of the written notice to commence work subject to such extensions of time as are provided by the General and Special Conditions.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications.

In the event of the award of a contract to the undersigned, the undersigned will furnish a Performance Bond and Payment Bond for the full amount of the contract.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE: Unit and lump sum prices must be shown in words and figures for each item listed in the proposal and in the event of discrepancy the words shall control.

Receipt is hereby acknowledged for the following addenda to the contract documents:

Addendum No. 1 dated	<u>4.24.17</u>	Received	<u>4.24.17</u>
Addendum No. 2 dated	<u>4.26.17</u>	Received	<u>4.26.17</u>
Addendum No. 3 dated	<u>4.28.17</u>	Received	<u>4.28.17</u>
Addendum No. 4 dated	_____	Received	_____
Addendum No. 5 dated	_____	Received	_____

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements. Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks completed.

Total Amount Bid: \$719,170.58

Total Days Bid: 120

Ratliff Hardscape, Ltd
Contractor

By: Boader McWhorter
(please print name)

Signature: 

Title: SR Vice President

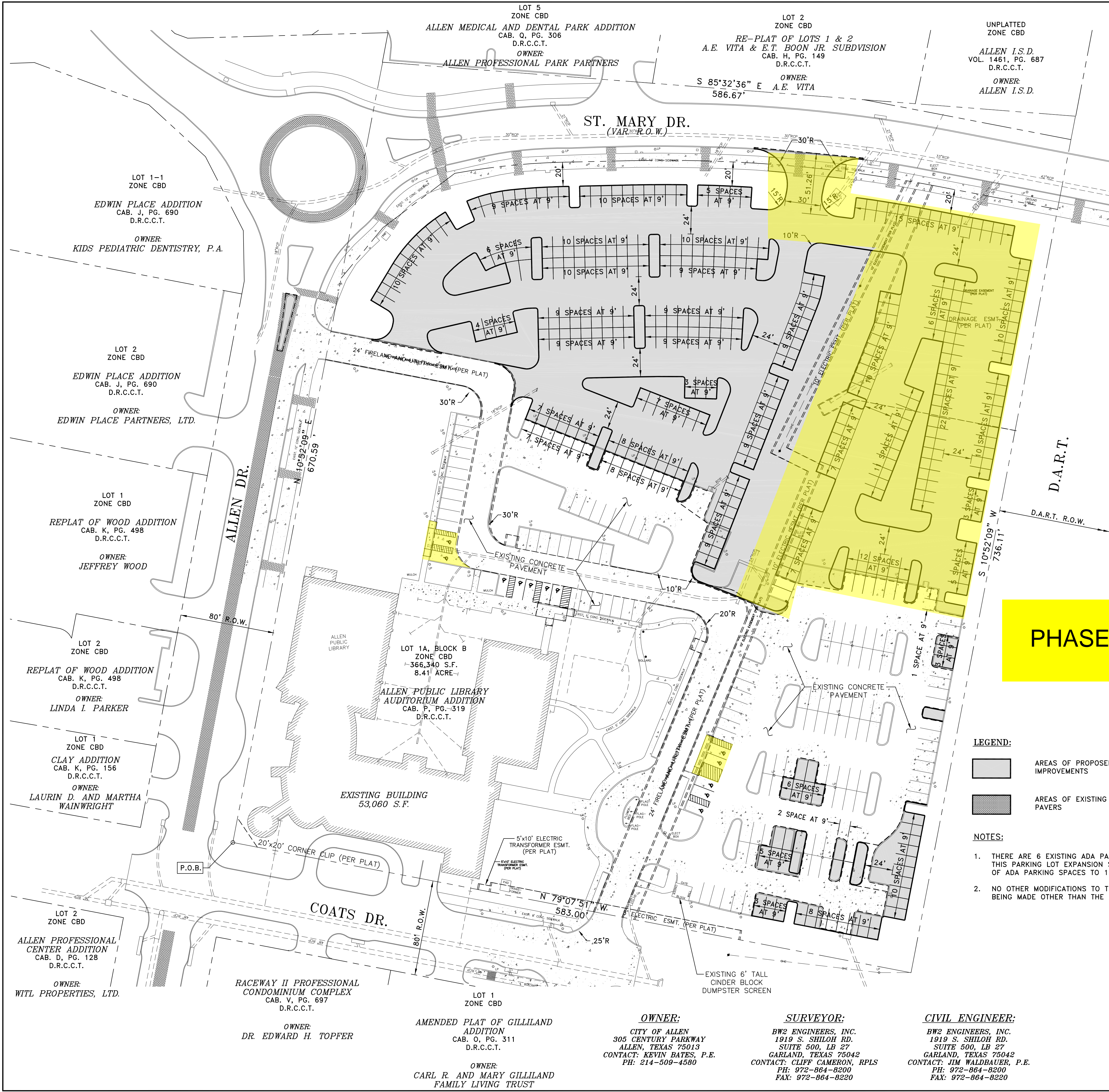
Seal and Authorization
(If a Corporation)

1740 Midway Rd
Address

Louisville, Tx 75056
City, County, State and Zip

972. 436. 2508 (9)221.9905
Telephone Fax No.

E-Mail Address: BMcWhorter@Ratliffco.com



LEGAL DESCRIPTION

Being a 8.378 acre tract of land and a 0.04 acre tract of land both situated in the JAMES L. READ SURVEY, ABSTRACT NO. 758, CITY OF ALLAN, COLLIN COUNTY, TEXAS, and being all of LOT 1A IN BLOCK B (EXCEPT THAT PORTION DEDICATED FOR RIGHT OF WAY FOR SAINT MARY DRIVE) , ALLEN PUBLIC LIBRARY AND AUDITORIUM, an ADDITION TO THE CITY OF ALLEN as recorded by Collin County Document No. 2003-0236107 and being more particularly described as follows: BEGINNING at the southwest corner of said Lot 1A, Block B, being on the north line of Coats Drive (an 80 foot Public Right of Way) and the East line of Allen Drive (a variable width public right of way) ; THENCE N 12°00'00" E along the easterly right of way line of Allen Drive for a distance of 484.98 feet to a point for corner;

THENCE N 40°45'22" E for a distance of 55.49 feet to a point for corner;

THENCE N 54°04'37" E for a distance of 75.89 feet to a point for corner;

THENCE Northeasterly along the arc of a non tangent curve to the right with a radius of 570.00 feet, a central angle of 09°11'33", a chord bearing of N 85°14'15" E, a chord distance of 91.35 feet for an arc length of 91.45 feet to a point for corner;

THENCE N 89°50'02" E for a distance of 58.64 feet to a point for corner which is the beginning of a tangent curve to the right;

With a radius of 1220.00 feet, a central angle of 12°12'05", a chord bearing of S 84°03'56" E, a chord distance of 259.31 feet for an arc length of 259.81 feet;

THENCE S 77°57'53" E for a distance of 102.77 feet to a point for corner, said point being on the westerly right of way line of the DART railway right of way;

THENCE S 12°00'00" W along said railway right of way for a distance of 655.94 feet for a point for corner to a point on the northern right of way line of said Coats Drive;

THENCE N 78°00'00" W along said right of way for a distance of 583.00 feet to the point of beginning (8.378 Acre Tract).

Along with a .04 acre tract of land more particularly described as follows;

Beginning at the northeast corner of said Lot 1A in Block B, of said ALLEN PUBLIC LIBRARY AND AUDITORIUM, an Addition to the City of Allen as recorded by Collin County Document No. 2003-0236107, said point being on the northwesterly right of way line of the DART railway line,

THENCE N 84°24'45" W for a distance of 179.61 feet to a point for corner;

THENCE S 77°57'53" E for a distance of 178.49 feet to a point for corner;

THENCE N 12°00'00" E for a distance of 20.17 feet to the point of beginning (0.04 Acre Tract).

This description is based on the final plat of said Allen Public Library and Auditorium Addition. All bearings and distances shown are according to that plat. A field survey was not performed to verify this information.

SITE PLAN SUMMARY

ZONING:	CENTRAL BUSINESS DISTRICT/INSTITUTIONAL	BUILDING AREA:	
		1ST FLOOR	30,833 S.F.
TOTAL LOT AREA:	410,055 S.F. 9.41 ACRES	2ND FLOOR	22,728 S.F.
			53,561 S.F.
R.O.W. DEDICATION:	38,777 S.F. (ST. MARY DRIVE) 0.89 ACRES	FLOOR AREA RATIO: 0.08	

PARKING:

	EXISTING	PROPOSED	TOTAL
SPACES REQUIRED:			176
SPACES PROVIDED:	155	309	464
H.C. SPACES PROVIDED:	6	6	12

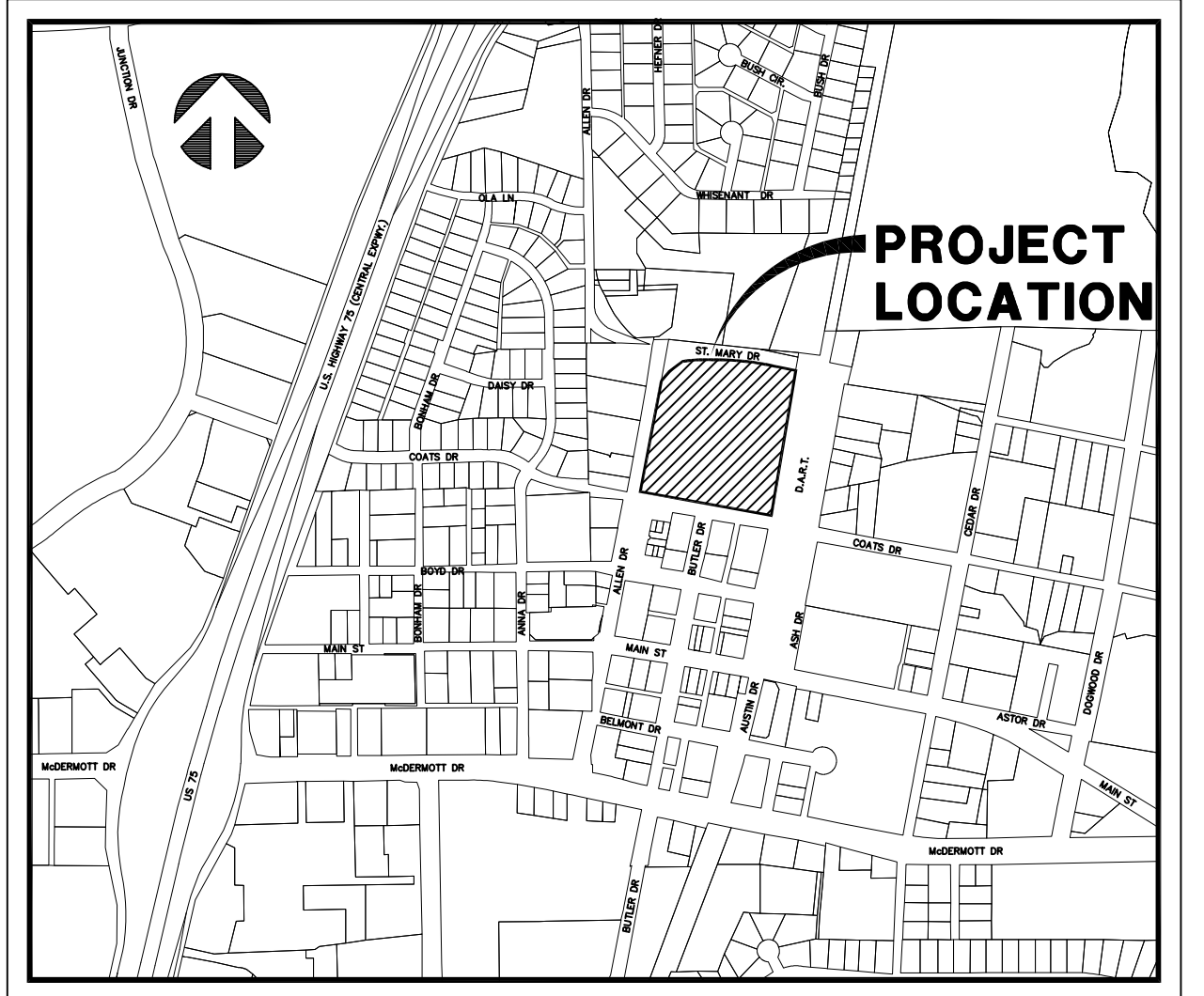
PHASE 1

LEGEND:

- AREAS OF PROPOSED IMPROVEMENTS
- AREAS OF EXISTING BRICK PAVERS

NOTES:

- THERE ARE 6 EXISTING ADA PARKING SPACES ON THIS SITE. THIS PARKING LOT EXPANSION SITE PLAN MODIFIES THE NUMBER OF ADA PARKING SPACES TO 12.
- NO OTHER MODIFICATIONS TO THE LIBRARY SITE PLAN ARE BEING MADE OTHER THAN THE ADDITION OF PARKING.



**PARKING LOT EXPANSION
REVISED SITE PLAN**

ALLEN PUBLIC LIBRARY

8.42 ACRES TRACT

300 N. ALLEN DRIVE

LOT 1A, BLOCK B
ALLEN PUBLIC LIBRARY AUDITORIUM ADDITION
CABINET P, PAGE 319
COLLIN COUNTY, TEXAS.

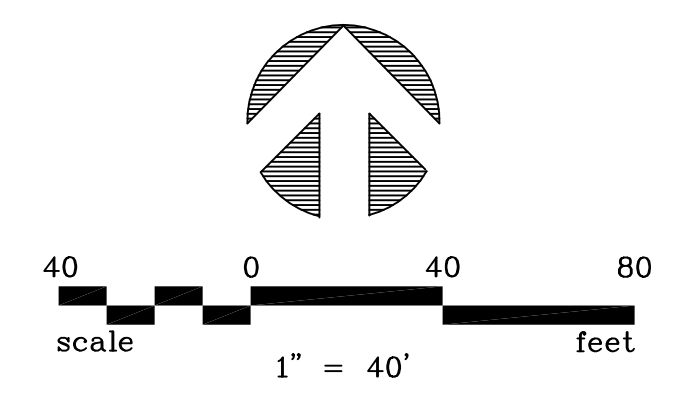
LOCATED IN THE JAMES L. READ SURVEY, ABSTRACT No. 758,
CITY OF ALLEN, COLLIN COUNTY, TEXAS

JANUARY 2017

LOT 5
ZONE CBD
ALLEN MEDICAL AND DENTAL PARK ADDITION
CAB. Q, PG. 306
D.R.C.C.T.
OWNER:
ALLEN PROFESSIONAL PARK PARTNERS

LOT 2
ZONE CBD
RE-PLAT OF LOTS 1 & 2
A.E. VITA & E.T. BOON JR. SUBDIVISION
CAB. H, PG. 149
D.R.C.C.T.
OWNER:
A.E. VITA

UNPLATTED
ZONE CBD
ALLEN I.S.D.
VOL. 1461, PG. 687
D.R.C.C.T.
OWNER:
ALLEN I.S.D.



LOT 1-1
ZONE CBD
EDWIN PLACE ADDITION
CAB. J, PG. 690
D.R.C.C.T.
OWNER:
KIDS PEDIATRIC DENTISTRY, P.A.

LOT 2
ZONE CBD
EDWIN PLACE ADDITION
CAB. J, PG. 690
D.R.C.C.T.
OWNER:
EDWIN PLACE PARTNERS, LTD.

LOT 1
ZONE CBD
REPLAT OF WOOD ADDITION
CAB. K, PG. 498
D.R.C.C.T.
OWNER:
JEFFREY WOOD

LOT 2
ZONE CBD
REPLAT OF WOOD ADDITION
CAB. K, PG. 498
D.R.C.C.T.
OWNER:
LINDA I. PARKER

LOT 1
ZONE CBD
CLAY ADDITION
CAB. K, PG. 156
D.R.C.C.T.
OWNER:
LAURIN D. AND MARTHA WAINWRIGHT

LOT 2
ZONE CBD
ALLEN PROFESSIONAL CENTER ADDITION
CAB. D, PG. 128
D.R.C.C.T.
OWNER:
WITL PROPERTIES, LTD.

RACEWAY II PROFESSIONAL CONDOMINIUM COMPLEX
CAB. V, PG. 697
D.R.C.C.T.
OWNER:
DR. EDWARD H. TOPFER

AMENDED PLAT OF GILLILAND ADDITION
CAB. O, PG. 311
D.R.C.C.T.

OWNER:
CARL R. AND MARY GILLILAND FAMILY LIVING TRUST

OWNER:
CITY OF ALLEN
305 CENTURY PARKWAY
ALLEN, TEXAS 75013
CONTACT: KEVIN BATES, P.E.
PH: 214-509-4580

SURVEYOR:
BW2 ENGINEERS, INC.
1919 S. SHILOH RD.
SUITE 500, LB 27
GARLAND, TEXAS 75042
CONTACT: CLIFF CAMERON, RPLS
PH: 972-864-8200
FAX: 972-864-8220

CIVIL ENGINEER:
BW2 ENGINEERS, INC.
1919 S. SHILOH RD.
SUITE 500, LB 27
GARLAND, TEXAS 75042
CONTACT: JIM WALDBAUER, P.E.
PH: 972-864-8200
FAX: 972-864-8220

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

May 23, 2017

SUBJECT:

Authorize the City Manager to Execute a Professional Services Contract with Huitt-Zollars, Inc. for the Schematic Design of the Allen Drive/US75 Interchange Improvements in the Amount of \$225,953.

STAFF RESOURCE:

Chris Flanigan, Director of Engineering

ACTION PROPOSED:

Authorize the City Manager to Execute a Professional Services Contract with Huitt-Zollars, Inc. for the Schematic Design of the Allen Drive/US75 Interchange Improvements in the Amount of \$225,953.

BACKGROUND

For years, it has been a strategic initiative to provide a gateway, monument, or other aesthetic improvement to the US75 corridor that announces and establishes the community identity along the US75 corridor. Over \$500,000 in Governor's Achievement Award funds (from two separate awards) has been set-aside for this initiative; however, progress has been delayed by the US75 Widening Project three-year construction activity.

The Engineering department has developed a concept and idea to accomplish this aesthetic goal, while implementing an innovative and practical solution to enhance traffic flow for the near- and long-term horizon.

Reconstruction of the Allen Drive interchange will provide an opportunity to eliminate the three-way stop condition and create islands within the intersections that can potentially be used for public art. The height of the Allen Drive bridge over the US 75 main lanes presents an opportunity for vertically-oriented artwork, in order to create a sense of place and identity for the community. This scope of work will explore opportunities for decorative enhancements to the overpass parapet walls alongside the bridge.

This contract for schematic-level analysis and design will look at three options which will include the existing stop condition, a signalized condition, and a roundabout. The engineering consultants will establish the design criteria and calculations to submit our concept to TxDOT for review and approval. Since this project lies within the TxDOT right-of-way, the state agency has final approval authority on any concept. The landscape architect consultants will establish landscape and hardscape renderings and concepts. Once the schematic-level drawings and concepts are approved by TxDOT, the engineering department will bring another contract to Allen City Council for approval, in order to complete detailed construction drawings for bidding and also manage the artist selection process required for public art.

Requests for Qualifications were received and evaluated in May 2013 for various categories of engineering professional services. From that process, the City of Allen generated a shortlist of qualified consultants, in which Huitt-Zollars, Inc. has been identified.

BUDGETARY IMPACT

Funding for the schematic design will come from project ST0316/non-bond (\$178,153) and Governor's Achievement Award Funds (\$47,800).

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a professional services contract with Huitt-Zollars, Inc. for the Schematic Design of the Allen Drive/US75 Interchange Improvements in the amount of \$225,953.

MOTION

I make a motion to authorize the City Manager to execute a professional Services Contract with Huitt-Zollars, Inc. for the Schematic Design of the Allen Drive/US75 Interchange Improvements in the Amount of \$225,953.

ATTACHMENTS:

Agreement Professional Services
Roundabout Exhibit

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

This Agreement for Professional Services (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Huitt-Zollars, Inc., a Civil Engineering Design Firm (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist the City in Allen Drive / US75 Interchange Improvement (the “Project”); and

WHEREAS, the Professional desires to render professional services for the City on 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 are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as 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 deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items or materials prepared by the Professional in connection with this Agreement. 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 Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services outlined in Exhibit “A.”

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the 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 the following projected schedule.

	Allen Drive / US75 Interchange Improvement
Notice to Proceed	May 24, 2017
Survey Complete	July 7, 2017
Traffic Data Complete	August 11, 2017
Submit 60% Concept Plan	August 18, 2017
Submit to 60% Concept TxDOT for Review	August 21, 2017
Submit 90% Concept Plan	November 10, 2017
Submit to 90% Concept TxDOT for Review	November 13, 2017
Submit 95% Concept Plan	January 1, 2018
Submit to 95% Concept TxDOT for Review	January 8, 2018
Submit 100% Concept	March 2, 2018

The City requires that the Concept Phase of the Scope of Service outlined above be completed within [282] calendar days of the signing of the contract. Three weeks for each review is included in the overall completion time.

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 and outlined below, not to exceed a total amount of **Two Hundred Twenty-Five Thousand Nine Hundred Fifty-Three** Dollars (**\$225,953**).

A. CONCEPT DESIGN - PHASE 1:

1.	SURVEY	\$ 19,420
2.	DESIGN SCHEMATIC	\$ 63,760
3.	ROUNDAABOUT CONSULTING	\$ 49,078
4.	ENVIRONMENTAL SERVICES.....	\$ 28,238
5	REIMBURSABLE EXPENSES.....	\$ 8,982

B. CONCEPT DESIGN – PHASE 2:

1.	LANDSCAPE ARCHITECTURE	\$ 47,800
2.	SUBSURFACE UTILITY ENGINEERING.....	\$ 6,750
3.	REIMBURSABLE EXPENSES.....	\$ 1,925

TOTAL SERVICES:\$ 225,953

4.2 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.

4.3 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
Notice to Proceed**

Professional shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Professional prior to Professional's receipt of a written Notice to Proceed from City shall be entirely at Professional's own risk. Work performed and expenses incurred after Professional has received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

**Article VI
Suspension of Work**

City shall have the right to immediately suspend work by Professional if City determines in its sole discretion that Professional has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Professional shall be suspended until Contractor has taken satisfactory corrective action.

Article VII

Devotion of Time; Personnel; and Equipment

7.1 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.

7.2 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.

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

7.4 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 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 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.

8.3 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.

8.4 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 Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

8.6 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.

8.7 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.

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

8.9 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: Peter H. Vargas
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Professional:

Attn: William E. Kallas
Vice President
Huitt-Zollars, Inc.
1717 McKinney Avenue,
Suite 1400
Dallas Texas 75202-1236

With a copy to:

Kenneth A. Roberts
Vice President
Huitt-Zollars, Inc.
1717 McKinney Avenue,
Suite 1400
Dallas Texas 75202-1236

8.9 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.

8.10 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.

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.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2017.
CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manager

ATTEST:

By: _____
Shelley B. George, City Secretary

EXECUTED this 15 day of May, 2017.

HUITT-ZOLLARS, INC.

By: 
Name: William E. Kallas
Title: Vice President

EXHIBIT “A”
Scope of Services
(to be attached)

May 3, 2017

Mr. Kevin Bates, PE
Department of Engineering
City of Allen
305 Century Parkway
Allen, TX 75013

RE: Allen Drive Roundabouts
Allen, TX

Dear Mr. Bates:

In response to your review comments dated April 27, 2017 we are submitting the attached revised Exhibits for inclusion in our agreement for professional services contract with the City of Allen for the Design Schematic of two roundabouts at Allen Drive and US 75. The information in the attachments is based on our current understanding of the design and construction of the project.

With this letter you will find a revised Scope of Services and Man-Hour Estimate of Fees.

If you have any questions or need additional information, please feel free to call or email me at kar@huitt-zollars.com. We look forward to working with you on this unique project.

Sincerely,

HUITT-ZOLLARS, INC.



Kenneth A. Roberts, P.E.
Vice President

Attachments

**SCOPE OF SERVICES FOR
ALLEN DRIVE ROUNDABOUTS
ALLEN DRIVE AT US 75
CITY OF ALLEN, TEXAS**

PROJECT DESCRIPTION

The project consists of reconstructing the two intersections of Allen Drive with US 75 frontage roads, utilizing roundabouts at both intersections. The approximate limits of construction for the roundabout on the west side of US 75 will be 280 LF north of Allen Drive, 260 LF south of Allen Drive, and 200 LF along Allen Drive to the northwest. The approximate limits of construction for the roundabout on the east side of US 75 will be 200 LF north of Allen Drive, 250 LF south of Allen Drive, 300 LF along Allen Drive to the southeast, and 160 LF along Lynge Drive to the east. The Allen Drive Roundabout project will serve both frontage roads by providing a smooth and safe route along the frontage roads and across the existing bridge over US 75. A sidewalk will be added along the northeast portion of the roundabouts, providing a barrier-free path to and across the bridge. The overall project will include field topographic surveying for design, landscaping and irrigation, artwork, roundabout consultation, environmental assessment, subsurface utility engineering (if needed), and coordination with the City of Allen (CITY), TxDOT, and other stakeholders as necessary.

The design and plan preparation will be done in accordance with CITY and TxDOT specifications and requirements including preparation of a Concept Plan and Design Schematic for TxDOT review and approval. The project will be completed in two phases:

PHASE 1

SURVEY

1. Control Survey – Establish 4 project survey control points throughout project limits as needed for performing survey work and for future construction control. Control will be referenced to the City of Allen’s Geodetic Datum for both horizontal and vertical values.
2. Topographic Survey – Perform a topographic survey for the affected areas of the project. The survey will include the service roads, the Allen Drive Bridge, and the areas between the service roads and main lanes of US 75. Cross sections will be taken at 50 foot intervals and visible improvements will be located. Trees will be identified, surveyed and shown on the survey. A cadd drawing suitable for civil design will be prepared.
3. Locate existing right-of-way along US 75 and City streets adjacent to the project.
4. It is assumed that all work will be done within the limits of the existing right-of-way.

EXCLUSIONS – SURVEY TASKS NOT INCLUDED:

- *Title searches*
- *Preparation of right-of-way and easement surveys and legal descriptions*

DESIGN SCHEMATIC

1. Project Schedule – Submit a project schedule to the CITY for approval within fifteen days of receipt of the “Notice to Proceed”. The bar chart shall be prepared using the latest version of Microsoft Project Management Software.
2. Kick-Off Meeting, Research and Data Gathering
 - a. Attend a project kick-off meeting conducted by the CITY.
 - b. Meeting with the CITY to obtain information on existing paving, storm drainage, water mains, sanitary sewer lines, right-of-way maps, and platted properties.
 - c. Contact the franchise utility companies to obtain information on existing and proposed facilities. This information will be used to supplement the information obtained from surveying and subsurface utility engineering and will be shown on the plans.
 - d. Participate in a project walk-thru to take photographs and notes along the project site for use during the design process.
3. Prepare a Concept Plan base map for TxDOT review, approval, and CSJ authorization. Concept plan shall be on 1-22”x34” sheet and contain plan view only.
4. Attend meetings with CITY, TxDOT, and DCBA Landscape Architecture. Meetings could include the Parks Board (one meeting/presentation), The Public Art Committee (one meeting/presentation) and TxDOT (One meeting/presentation).
5. Prepare Design Schematic plan sheets per TxDOT standards. Design Schematic shall be prepared on 11”x17” plan sheets at a scale of 1” = 40’ horizontal and include the following:
 - a. Cover Sheet.
 - b. Index of Sheets.
 - c. Horizontal Control, including centerline station and offset, coordinates, and curve information.
 - d. Typical sections, existing and proposed.
 - e. Schematic plan/profile. The plan view will show the existing right-of-way corridor, existing topography, the proposed roundabout layout, and limits of replacement for the connecting service roads and City streets. The profile view will show existing ground profile and proposed profile grades.
 - f. Utilize roundabout subconsultant services to refine the roundabout configurations. See Roundabout Consulting Services scope of work.
5. All drawings shall go through an internal quality review process prior to submittal to the CITY and TxDOT.
6. Submit five (5) half-size sets of prints of the Design Schematic to the CITY for review and distribution to the franchise utilities.
7. Submit three (3) half-size sets of prints of the Design Schematic to the TxDOT District Office for review.

8. Formally respond to CITY and TxDOT comments. Make necessary corrections to the Design Schematic based on review comments and complete the approved design schematic. Three (3) submittals and two (2) rounds of TxDOT comments are anticipated for this design schematic.
9. Prepare exhibits and materials for the Public Meetings.
10. Attend two (2) public meetings with stakeholders.
11. Prepare a preliminary opinion of probable construction costs based on the approved Design Schematic.

EXCLUSIONS – DESIGN SCHEMATIC TASKS NOT INCLUDED:

- *Fees for Permitting*
- *Drainage Design*
- *Water & Wastewater Design*
- *Lighting Design*
- *Structural Design*
- *Design Waiver/Design Exception Requests*
- *Pavement Design*
- *Geotechnical Analysis*

ROUNABOUT CONSULTING SERVICES

HZ will enter into a subcontract with MSA Professional Services, Inc. (MSA) to provide roundabout analysis for the proposed Allen Drive Roundabouts.

1. Project Meetings and Site Visits
MSA will attend one kick-off meeting to discuss project data collection, roundabout design criteria, the project communication plan, and the project schedule. The Subconsultant will also attend up to four (4) project meetings with the project team (HZ, CITY, and/or TxDOT) throughout the Design Schematic process. MSA will attend up to three (3) separate site visits throughout the project schedule to take site measurements, photos, and traffic observations.
2. Data Collection
Up-front data collection is critical to the success of the project schedule and the traffic engineering that goes into an intersection control alternatives analysis. MSA will be involved in the following data collection tasks:
 - a. Collect AM and PM peak hour turning movement counts at the NB and SB frontage road intersections along US 75 at Allen Drive.
 - b. Collect weekday and weekend 24-hr tube counts along Allen Drive, Lynge Dr, and along the NB and SB frontage roads, to supplement existing City data.
 - c. Request readily available traffic volumes along Allen Drive from the CITY via HZ. This includes: historical ADTs along Allen Dr, turning movement counts at intersections adjacent to the project, previous traffic studies and reports within the

- project limits, and any electronic files that may have been used previously to study intersections within the project limits (Synchro, SimTraffic, or other).
- d. Request readily available site plans, plats, TIAs, etc. from the CITY via HZ. The area requested will be bounded by Exchange Pkwy to the north, Raintree Cir and Junction Dr to the west, Village Way Row and W Coats Dr to the south, and Allen Dr/Whisenant Dr/Bush Dr to the east.
 - e. Request at least three years of recent collision data for the subject intersections. It is preferable for the collision data to include the date of the collision, the movements being made by each party (type of collision, such as: right-angle, rear-end, etc.), and the severity of any known injury or fatality, or if property damage was reported.
 - f. Request record drawings for infrastructure within the project limits.
 - g. Request documentation for over-sized overweight vehicles that may access the subject intersections to review historical records to determine an appropriate largest accommodation vehicle for the roundabouts.
 - h. A formal request for data collection will be provided by MSA within three business days of the notice-to-proceed for the project.
3. Operational Analysis (Capacity)
- The operational analysis for this project will include analysis for 3 scenarios, as required by TxDOT:

- a. Current condition (3-way stop),
- b. If traffic signals were installed,
- c. If roundabouts were installed

The preferred intersection control alternative shall achieve a Level of Service (LOS) C or better within the most critical horizon year peak hour. The following are steps MSA will take in developing the operational analysis:

- a. Request information/data from the CITY and/or TxDOT that can be analyzed to produce an average annual rate of traffic growth at each intersection for the horizon year AM and PM peak hour.
 - b. Complete an operational analysis of the AM and PM peak hour existing year and horizon year traffic volumes for the intersections using Synchro (traffic signals and stop controlled scenarios) and Arcady and HCM capacity analysis software packages (roundabout scenario). Traffic performance will be reported as average delay per vehicle using signalized and unsignalized criteria (HCM).
 - c. Complete a technical memorandum documenting the operational analysis and confirming the proposed lane configurations and assignments for each approach leg of the two roundabouts. This technical memorandum will be completed within 10 business days after the receipt of the data collection items outlined in paragraphs 2 and 3 herein.
4. Horizontal Geometric Review/Optimization
- Upon receipt of boundary and topographic survey data, and pending results from the operational analysis, MSA will perform an electronic review of the current roundabout layout provided by the CITY (conceptual design) and provide modifications regarding the roundabout horizontal geometrics. MSA will provide guidance on setting horizontal

alignments and vertical profiles to be used in the design effort, and will conduct an in-person meeting to discuss the review and horizontal modifications. The review will focus on the following:

- a. Size and location of the Inscribed Circle Diameter (ICD)
- b. Alignment of the approaches
- c. Roundabout functionality by checking fast paths, vision angles, and phi angles
- d. Accommodating design vehicle turning movements
- e. Bicycle and pedestrian accommodations
- f. Minimization of right-of-way impacts

MSA will submit data to HZ for inclusion in the schematic design. The data will document horizontal geometric performance checks which include: horizontal design dimensions, fast paths, truck swept paths, path overlap, entry angles, and sight distance envelopes. The data will be completed and delivered to HZ within 15 business days after the receipt of the data collection items outlined in paragraphs 2 and 3 herein.

5. Public Outreach Support

MSA will attend up to one (1) public meeting to present the intersection control alternatives to the public, including:

- a. PowerPoint slide preparation showing advantages and features of the proposed roundabout
- b. Distribution of pre-developed (Client or MSA) roundabout brochures
- c. Creation of an HO scale (1:87) vinyl roll plot of the intersection control option
- d. Documentation of comments and questions received by MSA staff from the public regarding the roundabout at the public meeting. Roundabout-related public comments will be provided to HZ after the public meeting for incorporation into the public involvement documentation.

Based on the outcome of the operational analysis, TxDOT will require micro-simulation using Vissim software for the alternative(s) that meet LOS C or better performance. This effort/task assumes traffic signal timing data would be established prior to embarking on Vissim modeling. Simulation is an effective way to evaluate interaction between roundabouts closely spaced at an interchange. It is anticipated that up to two (2) models will be created – one with roundabouts at the interchange and one with traffic signals. The models will be built on a 2d surface and will show signing, pavement markings, and illumination aspects of the project. It is not anticipated for data to be extracted from the Vissim model for analysis purposes. This Vissim model would be more for visualization purposes at the public meeting. Additional information regarding the Vissim task is as follows:

- a. Approximately 90 hours of effort for both VISSIM models.
- b. 1 roundabout scenario (both ramp terminals)
- c. 1 signalized scenario (both ramp terminals)
- d. Select 3D elements:
 - i. Basic buildings/structures immediately surrounding the project
 - ii. Street lights (standard, stock)

- iii. Traffic signs
 - iv. Traffic signals
 - v. Central island, with minimal landscaping
 - vi. Flooded background (project area)
 - e. Worst-case peak hour traffic only, for each traffic control type
 - i. 1-2 minute video of each control type – Includes processing time (adding basic labels, etc.)
6. Detailed Information Required
- The following is a detailed list of up-to-date information required to undertake this review:
- a. Posted and design speeds of approach roadways
 - b. CITY-approved average annual traffic growth rate for each roundabout; horizon year is anticipated to be the construction year + 20 years (e.g. 2019 + 20 = year 2039)
 - c. Bicycle and pedestrian traffic volume expectations
 - d. Sidewalk locations and expected pedestrian desire lines
 - e. Percentage of trucks in the forecast traffic
 - f. The design vehicle, e.g. WB-65
 - g. Scaled plans showing base mapping, right-of-way, major utilities and structures in CAD
 - h. Direction and clarification of right-of-way constraints, including obtainable/not obtainable priorities and preferences

EXCLUSIONS – ROUNDABOUT CONSULTING TASKS NOT INCLUDED:

- *Pedestrian interaction*
- *3D surface*
- *Data analysis from Vissim model*
- *Driver-perspective video*
- *Photo-realistic building facades*
- *There will be no preparation meetings MSA will attend involving City of Allen staff (including the police department and fire department), elected officials, or Client staff prior to the public meeting. Public meeting preparatory meetings can be attended by MSA as an additional service.*

ENVIRONMENTAL SERVICES

HZ will enter into a subcontract with Civil Associates, Inc. (CAI) to prepare a Categorical Exclusion, required by TxDOT, for the proposed Allen Drive Roundabouts. The proposed would be classified as c(22) - Projects, as defined in 23 U.S.C. 101, that would take place entirely within the existing operational right-of-way. Existing operational right-of-way refers to right-of-way that has been disturbed for an existing transportation facility or is maintained for a transportation purpose. This area includes the features associated with the physical footprint of the transportation facility (including the roadway, bridges, interchanges, culverts, drainage, fixed guideways, mitigation areas, etc.) and other areas maintained for transportation purposes such as clear zone, traffic control signage, landscaping, any rest areas with direct access to a controlled access highway, areas maintained for safety and security of a transportation facility, parking facilities with direct access to an existing transportation

facility, transit power substations, transit venting structures, and transit maintenance facilities. Portions of the right-of-way that have not been disturbed or that are not maintained for transportation purposes are not in the existing operational right-of-way.

1. Project Management – Conduct environmental project management activities for 12 months.
2. Project Coordination – Conduct project coordination with HZ and Texas Department of Transportation project managers.
3. Field Reconnaissance – A two-person CAI crew will perform a field reconnaissance of the project area.
4. Environmental Documentation – Each environmental service provided by CAI shall have a deliverable. Deliverables shall summarize the methods used for the environmental services, and shall summarize the results achieved. The summary of results shall be sufficiently detailed to provide satisfactory basis for thorough review by the State, Federal Highway Administration (FHWA), and (where applicable) agencies with regulatory oversight. All deliverables shall meet regulatory requirements for legal sufficiency, and shall adhere to the requirements for reports enumerated in the State's National Environmental Policy Act of 1969 (NEPA) Memorandum of Understanding.

A Scope Development Tool form (September 2015 version) shall be completed to help identify environmental activities based on the project's characteristics, recording negative and regulatory findings required by FHWA and documenting the scope development process.

Technical reports shall be produced to support the CE Determination Form (June 2014). Technical reports must be provided to the State with sufficient detail and clarity to support environmental determination(s) outlined in the TxDOT Environmental Compliance Toolkits.

Definition of technical report for environmental services: a report detailing resource-specific studies identified during the process of gathering data to prepare an environmental document.

Environmental technical reports will include appropriate NEPA or federal regulatory language in addition to the purpose and methodology used in delivering the service. Technical reports will include sufficient information to determine the significance of impacts. The technical reports to be prepared are listed below:

- a. Air Quality Transportation Conformity Report Form
A Transportation Conformity Report Form (October 2015 version) will be prepared for the proposed project.
- b. Historic Project Coordination Request
- c. A Project Coordination Request for Historic Studies (August 2015 version) will be prepared for the proposed project.
- d. Biological Technical Form (January 2017 version) and Tier I Site Assessment (November 2016) will be prepared for the proposed project.

5. Quality Assurance/Quality Control Review

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

- a. Current Environmental Compliance Toolkit guidance published by the State's Environmental Affairs Division and in effect as of the date of receipt of the documents or documentation to be reviewed;
- b. Current state and federal laws, regulations, policies, guidance, agreements, and memoranda of understanding between the State and other state or federal agencies; and
- c. FHWA and American Association of State Highway and Transportation Officials (AASHTO) guidelines contained in "Improving the Quality of Environmental Documents, A Report of the Joint AASHTO and American Council of Engineering Companies (ACEC) Committee in Cooperation with the Federal Highway Administration" (May 2006) for:
 - i. Readability, and
 - ii. Use of evidence and data in documents to support conclusions.
- d. Submit environmental document to TxDOT DES Division for review and approval, per TxDOT requirements.

6. Address Review Comments

- a. Address HZ Comments (1 round)
- b. Address CITY Comments (1 round)
- c. Address TxDOT Comments (2 rounds)

EXCLUSIONS – ENVIRONMENTAL TASKS NOT INCLUDED:

- *Right of Entry will be provided for CAI prior to field reconnaissance*
- *Air Quality Analysis other than the Transportation Conformity Report Form*
- *Archeological Resources documentation*
- *Historic Resources other than the Project Coordination Request for Historic Studies*
- *Coordination with Texas Historical Commission*
- *Other NEPA documentation*
- *Meetings*
- *Additional field investigations to respond to requests for additional information.*

PHASE 2

LANDSCAPE ARCHITECTURE SCHEMATIC

Huitt-Zollars, Inc. (HZ) will enter into a subcontract with DCBA Landscape Architecture (DCBA) to study encompassing areas within the surrounding proposed roundabouts as well as the associated TxDOT right-of-way north and south of the Allen Drive Bridge over US 75. Concept planning may also include CITY identification and/or artwork on the north and south face of the existing bridge structure. DCBA will work with the CITY to meet the requirements of the Governor's Community Achievement Award (GCAA), the Public Art Committee, and the CITY's Community Development Program while developing conceptual options for the creation of enhancements offering a unique sense of place that identifies the CITY and welcomes travelers passing through and within the study area. DCBA project design shall begin upon completion of TxDOT's initial review and approval of the roundabout design.

1. Field Evaluation
 - a. Site visit to verify and inventory existing conditions of the study area taking special note of the following:
 - i. Optimum views and vistas
 - ii. Existing TxDOT improvements
 - iii. Topography
 - iv. Adjacent property development (existing and proposed)
 - b. Photographically document the study area for use in future planning efforts and presentations. Included will be an Existing Conditions Plan which will graphically show locations where photos were taken as well as other important conditions which will influence concept planning (i.e. utility easements, visibility easements, proposed TxDOT landscaping, etc.)
 - c. Along with HZ and CITY, DCBA shall attend a meeting with TxDOT to discuss pre-design site limitations, restrictions, etc.
2. Artist Selection Consultation
 - a. Consultation to the CITY in the selection process for an artist to work as a member of the design team for the project, including:
 - i. Attend a maximum three (3) meetings with CITY staff and pertinent stakeholder committees (i.e. Public Art Committee, Keep Allen Beautiful) to discuss the proposed artist selection process, and provide meeting notes.
 - ii. Collaborate with CITY staff in development of an artist solicitation call.
 - iii. Attend a maximum three (3) meetings to interview potential artists, and provide meeting notes.
 - iv. Consult with the selected Artist to clarify project roles and responsibilities, study area issues, schedule, expected Conceptual Design deliverables, etc.
3. Conceptual Design
 - a. Preliminary Conceptual Designs: DCBA shall work in coordination with HZ and Artist to provide concepts (maximum 2) consisting of planimetric drawings, elevations, sections, sketch details, and other documents to fix and describe the size, character, and

theme for the project in conceptual (schematic) form. Included will be both hardscape and softscape for the following:

- i. Paving, walls, and other hardscape features
 - ii. Art incorporation
 - iii. Signage
 - iv. Site furnishings (i.e. benches, bollards, etc.)
 - v. Lighting
 - vi. Landscaping
 - vii. Irrigation (limits only for budgeting purposes)
 - b. Prepare a model of the proposed design(s) in Sketch-Up to be used for communication of design intent and presentation purposes.
 - c. Help prepare for and attend the following meetings or presentations:
 - i. Parks Board – One (1) Meeting/Presentation
 - ii. Public Art Committee – One (1) Meeting/Presentation
 - iii. TxDOT – One (1) Meeting/Presentation
 - d. Preferred Conceptual Design: Incorporate comments from the meetings and presentations to stakeholder groups into a final Preferred Conceptual Design. Update the Opinion of Probable Cost and Sketch-Up model for the Preferred Conceptual Design.
4. Opinion of Probable Cost
- a. Concurrent with Task 3, submit a detailed Preliminary Opinion of Probable Cost broken down into specific elements of the proposed Preliminary Conceptual Designs.
 - b. Submit a detailed Final Opinion of Probable Cost based on the Preferred Conceptual Design.
5. Illustrative Concept Drawings
- a. Prepare an illustrative Site Plan in color rendered, high resolution print quality for the preferred concept:
 - b. Retain and coordinate with a subcontracted professional renderer to prepare a maximum of three (3) views of the preferred concept. Views shall be collectively selected by CITY, DCBA, and HZ.

CLARIFICATION/ARTIST SERVICES AND PERFORMANCE:

DCBA does not assume responsibility for the selected Artist's performance or schedule. It is assumed that the Artist will contract directly with the CITY and DCBA's services will include coordination with the Artist and other design team members as necessary to facilitate an approved conceptual design and Opinion of Probable Cost.

EXCLUSIONS – LANDSCAPE ARCHITECTURE TASKS NOT INCLUDED:

- *Artist fees or reimbursable expenses*
- *Design Development, Construction Documents, Bidding, or Contract Administration Services*
- *Providing base data information to include existing roadway infrastructure improvements, right-of-ways, utilities, etc. (assumed to be provided by HZ at no cost to the Consultant)*
- *Surveying or instrument field verification of existing hardscape, topography, or tree locations*
- *Architect, Structural Engineer, Civil Engineer, or MEP Engineer services*
- *Traffic studies or traffic engineering*
- *Geotechnical soils engineering/testing including earthwork compaction criteria and pavement design*
- *Materials testing*
- *Tree mitigation / removal plans*
- *Appearances before regulatory agencies other than CITY*
- *Assistance to CITY as an expert witness in any litigation with third parties arising from the development or construction of the Project.*
- *Preparation of applications and supporting documents for government grants or planning advances for public works projects.*
- *Environmental assessment services, preparation of environmental statements, and assistance to CITY in preparing for and attending public (environmental) hearings.*
- *Establish and monument property corners*
- *Acquisition of individual federal or state permits that may be required (Note: This does not apply to federal or state general permits)*
- *Texas Accessibility Standards (TAS) plan review or inspection fees.*
- *Legal services*
- *Zoning services and representation at public hearings (regarding zoning)*
- *Construction surveying or staking for any improvements*
- *Advertising and associated costs for stakeholder's public involvement meetings*
- *Redesign of project in attempt to reduce construction costs after Opinion of Probable Cost approval*

SUBSURFACE UTILITY ENGINEERING (SUE) INVESTIGATION

HZ will enter into a subcontract with The Rios Group (TRG) to perform the SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The quality levels for this scope of work are as follows:

1. Quality Level D (QL"D") – Information derived from existing utility records;
2. Quality Level C (QL"C") – QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
3. Quality Level B (QL"B") – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.

It is the responsibility of the SUE provider to perform due-diligence with regard to records research (QL "D") and acquisition of available utility records. The due-diligence provided for this project will consist of visually inspecting the work area for evidence of utilities and reviewing the available utility record information. Utilities that are not identified through these efforts will be here forth referred to as "unknown" utilities. TRG personnel will scan the defined work area using electronic prospecting equipment to search for "unknown" utilities. However, TRG is not responsible for designating and locating these "unknown" utilities.

The scope of this proposal includes Quality Level "B" SUE. Utilities to be designated include gas, telecommunications, electric, storm, water and sanitary sewer. Designating will only be performed within the project limits.

TRG has assumed that all designating marks will be surveyed as part of this scope.

Prior to beginning field designating activities, TRG's field manager will review the project scope of work and available utility records. Once these initial reviews are complete, the field manager and technicians will begin designating the approximate horizontal position of known subsurface utilities within the specified project limits. A suite of geophysical equipment (electromagnetic induction, magnetic) will be used to designate metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable). TRG will establish routine/ordinary traffic control (cones and free standing signage, etc.) whenever required as part of our standard pricing.

Accurate collection and recording of designated utilities is a critical component of the SUE process. TRG utilizes a proven method of collecting and recording survey information once the utilities have been designated in the field. TRG's field manager will produce detailed sketches depicting each utility as well as relevant surface features such as roadways, buildings, manholes, fire hydrants, utility pedestals, valves, meters, etc. Each utility will be labeled with a unique ID code. For example, if two different water lines exist on the project, one will be

labeled W1 and the other W2. Paint and pin flags will be used to designate the utilities in the field. A labeled pin flag or paint mark will be used to mark each location where a survey shot is required. The locations will be numbered sequentially for each individual utility line. For example, if there are 10 shots required on water line W1, the points will be numbered W1-1 through W1-10.

TRG will produce a utility file, in AutoCAD format, depicting the type and horizontal location of the designated utilities. The size of each utility will be presented in the utility file if this information is indicated on available record drawings.

Field work can commence within approximately 2 weeks after receipt of NTP. TRG estimates that the work can be completed in approximately 2 weeks.

REIMBURSABLE EXPENSES

The CITY shall reimburse Huitt-Zollars, Inc. for: mileage; parking fees; delivery costs; all printing costs; postage; and other materials as a consequence of the work. Sub-consultant costs will be billed at Cost Plus 10% for project management of the sub-consultants. The budget for reimbursable expenses shall not be increased without the approval of the CITY.

End of Scope of Services

Allen Drive Roundabouts
Allen, Texas

MANHOUR ESTIMATE OF FEES	
PHASE 1	
Survey (Huitt-Zollars, Inc.)	\$ 19,420
Design Schematic (Huitt-Zollars, Inc.)	\$ 63,760
Roundabout Consulting (MSA Professional Services, Inc.)	\$ 49,078
Environmental Services (Civil Associates, Inc.)	\$ 28,238
Reimbursable Expenses (Huitt-Zollars, Inc.)	\$ 8,982
TOTAL PHASE 1	\$ 169,478
PHASE 2	
Landscape Architecture (DCBA Landscape Architecture)	\$ 47,800
Subsurface Utility Engineering (The Rios Group)	\$ 6,750
Reimbursable Expenses (Huitt-Zollars, Inc.)	\$ 1,925
TOTAL PHASE 2	\$ 56,475
GRAND TOTAL	\$ 225,953

Allen Drive Roundabouts - Phase 1
Allen, Texas

TASK DESCRIPTION	PM (RPLS) \$190	2-MAN GPS FIELD PARTY \$145	SR SURVEYOR (RPLS) \$150	TOTAL HRS
Survey - HZI				
Control Survey	2	14	2	18
Topographic Survey	5	60	32	97
Existing ROW Survey	1	6	8	15
TOTAL ESTIMATED MAN-HOURS	8	80	42	130
ESTIMATED LABOR COSTS	\$1,520	\$11,600	\$6,300	
TOTAL SURVEY FEE				\$19,420

TASK DESCRIPTION	PM \$240	PROJECT ENGINEER \$160	ENGINEER IN TRAINING \$110	TOTAL HRS
Design Schematic - HZI				
Prepare Project Schedule	2	4		6
Kick-Off Meeting & Data Collection	2	4	16	22
Concept Plan	4	16	32	52
Meetings	8	8	6	22
Cover Sheet	1	2	2	5
Index of Sheets	1	2	2	5
Horizontal Control	1	6	12	19
Typical Sections - Existing & Proposed	1	4	6	11
Roundabout Schematic	16	52	52	120
Schematic Cost Estimate	2	8	16	26
QA/QC of Schematic Plan Set	8	8	8	24
Prepare Schematic Submittal		4	4	8
Revise Plans for Round 1 of District Review Comments	8	20	20	48
Formally Respond to TxDOT Comments	2	6		8
Prepare Schematic Resubmittal		4	4	8
Revise Plans for Round 2 of District Review Comments	4	12	16	32
Formally Respond to TxDOT Comments	1	4		5
Prepare Final Schematic Submittal	1	4	4	9
TOTAL ESTIMATED MAN-HOURS	62	168	200	430
ESTIMATED LABOR COSTS	\$14,880	\$26,880	\$22,000	
TOTAL SCHEMATIC DESIGN FEE				\$63,760

TASK DESCRIPTION	PRINCIPAL \$233	SENIOR PROJECT MANAGER \$184	PROJECT ENGINEER \$114	DESIGNER/ CADD \$86	ADMIN/ CLERICAL \$81	TOTAL HRS
Roundabout Consulting - MSA						
Project Meetings & Site Visits		28				28
Data Collection	2	24		24		50
Operational Analysis	4	24	24	24		76
Horizontal Geometric Review/Optimization	4	24		12		40
Public Outreach Support	8	12			8	28
VISSIM Models		8	90			98
TOTAL ESTIMATED MAN-HOURS	18	120	114	60	8	320
ESTIMATED LABOR COSTS	\$4,194	\$22,080	\$12,996	\$5,160	\$648	\$45,078
Reimbursable Expenses						\$4,000
TOTAL ROUNDABOUT CONSULTING FEE						\$49,078

Allen Drive Roundabouts - Phase 1
Allen, Texas

TASK DESCRIPTION	PROJECT MANAGER \$290	SR. ENVR. SCIENTIST \$223	ENVR. SCIENTIST \$148	ADMIN./ CLERICAL \$90	TOTAL HRS
Environmental Services - Civil Associates, Inc.					
Project Management & Coordination		10		12	22
Field Reconnaissance		8	8		16
Environmental Documentation		36	52		88
QA/QC & Address Review Comments	4	8	12		24
Document Processing & Production		2		8	10
TOTAL ESTIMATED MAN-HOURS	4	64	72	20	160
ESTIMATED LABOR COSTS	\$1,160	\$14,272	\$10,656	\$1,800	\$27,888
Reimbursable Expenses					\$350
TOTAL ENVIRONMENTAL SERVICES FEE					\$28,238

TASK DESCRIPTION	LUMP SUM
Reimbursable Expenses	
HZI Management of Roundabout Consulting	\$4,908
HZI Management of Environmental Services	\$2,824
Miscellaneous Reimbursable Expenses	\$1,250
TOTAL REIMBURSABLE EXPENSES	\$8,982

TOTAL PHASE 1	\$169,478
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Allen Drive Roundabouts - Phase 2
Allen, Texas

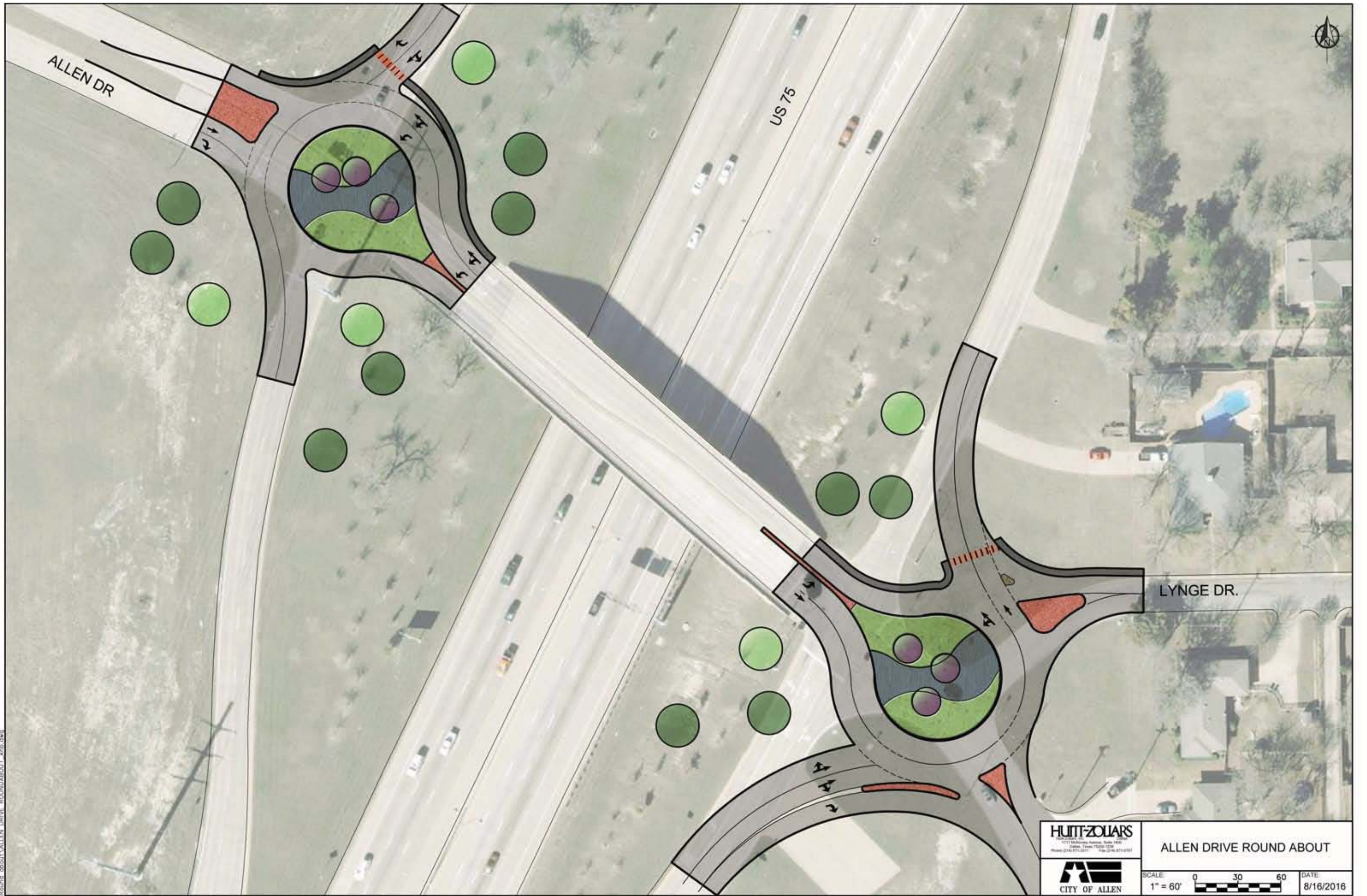
TASK DESCRIPTION	LA PRINCIPAL \$175	LA PM \$125	CLERICAL \$57.50	TOTAL HRS
Landscape Architecture - DCBA				
Field Evaluation	9	13		22
Arist Selection Consultation	23	23		46
Conceptual Design	63	117		180
Opinion of Probable Cost	10	10	4	24
Illustrative Concept Drawings (excluding professional artist renderings, see below)	2	18		20
TOTAL ESTIMATED MAN-HOURS	107	181	4	292
ESTIMATED LABOR COSTS	\$18,725	\$22,625	\$230	\$41,580
Subcontracted Professional Artist Renderings (3 @ \$1,500)				\$4,500
Reimbursable Expenses				\$1,720
TOTAL LANDSCAPE ARCHITECTURE FEE				\$47,800

TASK DESCRIPTION	LUMP SUM
Subsurface Utility Engineering - The Rios Group	
Survey (one day)	\$1,750
QL "B" (two days)	\$5,000
TOTAL SUE FEE	\$6,750

TASK DESCRIPTION	LUMP SUM
Reimbursable Expenses	
HZI Management of SUE	\$675
Miscellaneous Reimbursable Expenses	\$1,250
TOTAL REIMBURSABLE EXPENSES	\$1,925

TOTAL PHASE 2	\$56,475
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Phone (214) 771-3241 Fax (214) 871-0187



ALLEN DRIVE ROUND ABOUT



DATE:
8/16/2016

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

May 23, 2017

SUBJECT:

Authorize the City Manager to Execute a Professional Services Agreement with Pierce Goodwin Alexander & Linville, Inc. d/b/a PGAL, LLC, for Architectural/Engineering Services for Phase I of the Central Fire Station Remodel & Expansion Project in the Amount of \$200,085.

STAFF RESOURCE:

Chris Flanigan, Director of Engineering
Bill Hawley, Fire Chief

ACTION PROPOSED:

Authorize the City Manager to execute a Professional Services Agreement with Pierce Goodwin Alexander & Linville, Inc. d/b/a PGAL, LLC, for architectural/engineering services for Phase I of the Central Fire Station Remodel & Expansion Project in the amount of \$200,085.

BACKGROUND

Central Fire has existing and anticipated repair needs, such as flat roof replacement and restoration of exterior and interior elements due to water intrusion.

Currently at maximum capacity in both the Fire Station and Administrative areas, voters approved a total of \$6.6 million dollars in the 2016 bond election, for Central Fire to address existing base building repairs, propose redesign and remodel of the interior for better use of space, correction of existing conditions with the training tower, the addition of a new air-conditioned storage, as well as a potential expansion. When completed, this project is anticipated to accommodate community growth, sustain Central Station operations for the next 30-years, and support the strategic planning goals to invest in public infrastructure and enhance public safety.

Between November 2016 and March 2017, the City invited three qualified architectural firms to interview for the design and construction management contract for the Central Fire Station Remodel & Expansion Project. Two firms agreed to participate. Firms were then invited to compete for a contract award through a formal request for interview. A panel of seven (7) representatives from different City departments was present during each interview, which anonymously scored each firm in the categories of creativity, design, experience, references and proposed project team. PGAL was the recommended firm.

Staff determined the project should be broken into two phases, then negotiated Phase I with PGAL. The Phase I scope of work will include a complete building envelope analysis for consideration in remodel and design efforts, land surveying, schematic design, cost and schedule development, design concept presentation to City Council, and design approval through the Technical Review Committee.

BUDGETARY IMPACT

This project is being funded by 2017 GO Bonds in advance, by a previously approved reimbursement resolution.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement with Pierce Goodwin Alexander & Linville, Inc. d/b/a PGAL, LLC, for Architectural/Engineering Services for Phase I of the Central Fire Station Remodel & Expansion Project in the amount of \$200,085.

MOTION

I make a motion to authorize the City Manager to execute a Professional Services Agreement with Pierce Goodwin Alexander & Linville, Inc. d/b/a PGAL, LLC, for Architectural/Engineering Services for Phase I of the Central Fire Station Remodel & Expansion Project in the Amount of \$200,085.

ATTACHMENTS:

Agreement for Professional Services
Location Map

STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and Pierce Goodwin Alexander & Linville, Inc. dba PGAL, LLC, an Architectural Firm ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to assist the City in Phase I of the Central Fire Station Remodel and Expansion Project (the "Project") on the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render services for the City on the terms and conditions set forth in this Agreement;

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

**Article I
Term**

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the services, unless sooner terminated as 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 deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. 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 Service**

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services. The Professional shall perform the services: (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and

professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the standard of care applicable by law to the services performed hereunder.

2.4 Upon execution of this Agreement the City has the right to use the Professional's instruments of service, including but not limited to reports, maps, cost estimates, recommendations or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Professional as set forth in the Scope of Services. Any reproductions shall include 24" x 36" blackline 3mil reproducible mylars of the completed drawings plus a thumb drive containing all construction plan sheets in a ".dwg" format and scanned 24" x 36" black & white "Tiff" images at 400 dpi resolution as requested by the City or as required in the Scope of Services.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

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. 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 charges 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. The final payment of the compensation shall be made after satisfactory completion of the services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services, and the submittal of "AS BUILT" drawings, or record drawings, as applicable.

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.

4.3 The hourly rates set forth in the Scope of Services, if any shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

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 obtain written 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 otherwise provided 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 monthly progress meetings scheduled by the City or more frequently 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 Collin 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 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, 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 or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Peter H. Vargas
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013
214.509.4110 - telephone
214.509.4118 - fax

With a copy to:

Peter G. Smith
City Attorney
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
214.965.9900 – telephone
214.965.0010 - fax

If intended for Consultant:

Pierce Goodwin Alexander & Linville, Inc., dba
PGAL
Attention: Jeff Bulla, Principal
3030 LBJ Freeway, Suite 1220
Dallas, Texas 75234
972-871-2225 – telephone
972-871-2228 - fax

6.10 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 including the property of the City, its officers, contractors, agents and employees (collectively referred to as the “City”) insuring against all claims, demands or actions relating to the work and services provided by the Professional pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired 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 \$1,000,000.00 combined single limit for bodily injury, death 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 \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

- (b) All insurance shall be endorsed to provide 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; (2) 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. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Consultant shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.
- (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. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Professional by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.11 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 Allen.
- (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 Allen 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.

6.12 Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

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.

6.13 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.

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

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2017.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manger

ATTEST:

By: _____
Shelley George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this 4th day of May, 2017.

PIERCE GOODWIN ALEXANDER AND LINVILLE,
INC. DBA PGAL

By: JEFF D. BULLA
Name: Jeff D. Bulla, AIA, LEED, AP
Title: Principal

EXHIBIT "A"
SCOPE OF SERVICES

May 4, 2017

Letter of Proposal for Professional Architectural Services for the ALLEN CENTRAL FIRE STATION RENOVATION AND EXPANSION PHASE 1

This Letter of Proposal is for professional architectural services by **PGAL** (the "Architect") for the **City of Allen** (the "City" and "Owner") for the **Central Fire Station Renovation and Expansion – Phase 1** (the "Project").

1.0 PROJECT SCOPE OF SERVICES

- 1.1** The full Project scope includes a comprehensive renovation and expansion of the existing Central Fire Station No. 1, Training Center and Administration Offices located 310 Century Parkway, Allen, Texas 75013, as well as the probable construction of a new air-conditioned storage building and small parking lot expansion on the same property.
- 1.2** The Program for the project will be based on the Needs Assessment completed by Dewberry Architects in 2015, with modifications as required to update the content to the current desires of the City of Allen Fire and Rescue Department.
- 1.3** The bond election approved a total Project Budget of \$6,600,000.
- 1.4** The City desires to implement the design for this Project in two phases. Phase 1 will provide conceptual design direction and strategy for moving the Project forward. Phase 2 will implement Design Development and Construction of the Project.
- 1.5** The project goals are as follows:
 - 1.5.1** Improve the interior layout to increase operational efficiencies, bring the facility forward to current industry standards and allow for projected future growth of both the administrative staff and fire-fighting personnel
 - 1.5.2** Expand the facility to serve the future staff growth
 - 1.5.3** Correct a number of deficiencies within the existing Fire Station living and operational quarters
 - 1.5.4** Modify the HVAC system as required and upgrade the alerting system and access controls
 - 1.5.5** Remediate deficiencies in the building skin that have allowed significant leaks over the years
 - 1.5.6** Rectify the Training Tower façade issues, including but not limited to the bearing of the masonry directly on the pavement, and replace pavement where required
 - 1.5.7** Provide a new air-conditioned central storage facility to serve the City's substations as well as Fire Station No. 1.

ALEXANDRIA
ATLANTA
AUSTIN
BOCA RATON
CHICAGO
DALLAS
HOBOKEN
HOUSTON
LAS VEGAS
LOS ANGELES

- 1.5.8** Incorporate sustainable design principals in the Work to the extent practical and chart these efforts using the LEED Project Checklist; however, the project will not pursue actual LEED Certification.

2.0 ARCHITECTURAL SERVICES

The Architect shall collaborate with the City as needed to provide the following professional services:

2.1. Phase I – Conceptual Design and Project Strategy

- 2.1.1 Program Verification** – The Architect shall meet with City Staff to produce a brief written synopsis of Project requirements, which will be limited to a description of the Project goals and a list of desired functional, spatial, and aesthetic requirements, from which Architect will base the project design.
- 2.1.2 Building Information Modeling:** – Utilizing the As-Built drawings of the existing facility provided by the City, the Architect will create a Building Information Model in Autodesk Revit® 2017 software. This model will be used as the basis for all 2D and 3D design as well as structural and MEP engineering, and will be available for use by the general contractor and subcontractors if desired for creation of integrated shop drawings.
- 2.1.3 Land Surveying** – The Architect will provide a survey of the areas of the existing site which are likely to pertain to the project components including expansion areas, location of proposed storage building and parking expansion. The Survey shall include: project limits; building perimeters; ditch-lines; existing trees, topography, above ground utilities or markers; manholes; and other existing features in consideration of design and expansion concepts. A Boundary Survey will not be provided.
- 2.1.4 Building Envelope Analysis and Remediation Recommendations** – Through the services of a qualified building envelope analysis Consultant, the Architect will perform a forensic review of the Central Fire Station and Training Tower skin. In conjunction with the prior evaluations contained in the 2015 Facility Assessment Report and Weatherproofing Services' Leak Inspection Report, and historical information provided by the City, the Architect will provide a detailed plan for all required remediation with cost estimate for this work. Architect will contemplate remediation details with space planning and design, to incorporate all work into the overall project design, before submission of design to the City.

Refer to attached Allen Central Fire Station Building Envelope Assessment Proposal by JQ, dated April 25, 2017.
- 2.1.5 Schematic Design** – In coordination with City Staff, the Architect will develop multiple site plan and facility designs concepts to illustrate potential renovation and expansion options, including project phasing and construction sequencing. Working with the City, these options will be reduced to the best one or possibly two options for which cost estimates and construction schedules will be provided. Services include

Structural Engineering limited to the evaluation of inserting a second floor within the existing space over the Apparatus Bays.

Thereafter, the final option will be selected and the Architect will develop a full Schematic Design package for presentation to City Council. Deliverables will include site plan, floor plans with FF&E layout, 3D development, MEP design narrative and one-line electrical service diagram, cost estimate and phasing plans.

2.1.6 Construction Cost and Project Schedule Development – Working with a specialty Consultant, the Architect will provide an estimate for the probable cost of the Work for up to two base concepts and for the final Schematic Design. A proposed project schedule for design development and construction implementation will be provided to account for the following:

1. Completion of Building Envelope Analysis and Remediation Plan, with cost estimate for remediation work;
2. Completion of concept designs, sufficient enough to present to City Council for approval;
3. Length of time required to complete portions of remediation to building envelope, that are not proposed to be disturbed by new/remodel construction;
4. Phase II contract negotiations
5. Commencement of construction drawings (after City Council concept design approval) and submission at 50% complete;
6. Construction Documents at 75%;
7. Construction Documents at 100%;
8. Bidding and Contractor review and selection;
9. City Council approval of construction contract and project commencement;
10. Off-site accommodations (rentals; lead-time; set-up; move-in);
11. Project Phasing;
12. Construction Commencement;
13. Construction Completion;
14. Move-in;
15. Close-out.

2.1.7 Technical Review Committee Approval – In coordination with City Staff, the architect will develop the selected Schematic Design for submission and approval by the Technical Review Committee (TRC). Drawings will include the site plan, tree survey/mitigation; building elevations with façade changes for remediation or improvement; expansion layout; new buildings; landscaping; civil work; aesthetic elements; lighting layout with illumination calculations; parking; grading and utilities. Architect will submit a site plan application and follow the steps for site plan approval, including but not limited to, final approval through the Technical Review Committee ("TRC"). The Architect or appointed representative will attend all TRC review sessions as required for project approval.

2.1.8 Presentation to City Council – The Architect will develop an executive summary presentation of the above process and deliverables and present this to the City Council for approval.

2.1.9 Consultants – The Architect proposes the following sub-consultants:

Civil Engineering:	RL Goodson Consulting Engineers
Landscape Architecture:	DCBA Landscape Architecture
Structural Engineering:	RL Goodson Consulting Engineers
MEP Engineering:	Reed, Wells, Benson & Company
Building Envelope Consultant:	JQ Engineering
Cost Estimation / Scheduling:	Aguirre Project Resources, LLC

2.1.10 Phase I Schedule – The Architect proposes the following:

Program Verification:	May 29-June 9
Building Information Modeling:	May 15-June 2
Land Surveying:	May 22-June 2
Building Envelope Analysis:	May 29-June 9
Schematic Design:	June 12 – July 21
Cost & Schedule Development:	June 26-July 28
Technical Review Committee Approval:	August – September
Presentation to City Council:	September

2.2. Phase 2 – Design Development and Construction Implementation –

Following approval of the Phase I Presentation, the Architect will provide a fee proposal for the implementation of Design Development and Construction.

3.0 EXCLUDED SERVICES

It is agreed that the following services are not included herein at this time. If required, they may be added as an Additional Service:

- Design and submittal of Construction Documents to the Engineering Department
- Measured Drawings
- Boundary Survey
- Land Platting
- Geotechnical Investigation
- Traffic Impact Studies
- TDLR TAS Plan Review
- Materials Testing
- As-built drawings
- Environmental Assessment
- Design of franchise utilities (gas, electric, telephone, and cable television)
- LEED Certification.

4.0 PROFESSIONAL FEES

Client shall compensate the Architect as follows:

4.1. Program Verification:	=	\$7,880
4.2. Building Information Modeling:	=	\$18,640
4.3. Land Surveying:	=	\$6,670
4.4. Building Envelope Analysis (JQ \$34,000 x 1.15):	=	\$39,100
4.5. Schematic Design:	=	\$86,125
4.6. Cost & Schedule Development:	=	\$13,510
4.7. Presentation to City Council:	=	\$4,160
4.8. Technical Review Committee Approval:	=	\$19,000

Total Professional Fees = **\$195,085**

5.0 REIMBURSABLE EXPENSES

- 5.1.** Client shall reimburse the Architect for actual expenditures made by the Architect in the interest of the Project. Compensation for Reimbursable Expenses shall be computed as a multiple of one and one tenth (1.10) times the actual expense incurred, and shall not exceed \$5,000 without prior written approval. Reimbursable expenses shall include:
- 5.1.1.** Transportation to and from the Project location including automobile mileage at prevailing rates, tolls and parking costs.
 - 5.1.2.** Reproductions, plots, reprographic services, standard form documents, postage, courier or express mail services required for the delivery of Instruments of Service.
 - 5.1.3.** Telecommunications expenses related to online or video conferences such as GoToMeetings or WebEx.

6.0 ADDITIONAL SERVICES

- 6.1 Additional Services:** Following prior written authorization and approval of Client, Architect shall make revisions in drawings, specifications or other documents when such revisions are:
- necessitated by inconsistencies with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or Project budget;
 - required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents;
 - necessitated because of significant changes in the Project and authorized by written Change Orders including, but not limited to, size, quality, complexity, the Client's schedule, or the method of bidding or negotiating and contracting for construction;
 - providing any other services not included herein or not customarily furnished in accordance with generally accepted architectural practice.
- 6.2 Compensation for Additional Services:** Compensation for Additional Services shall be negotiated on a lump sum basis or provide on an hourly basis in accordance with the attached billing rate.

7.0 STATEMENT OF JURISDICTION

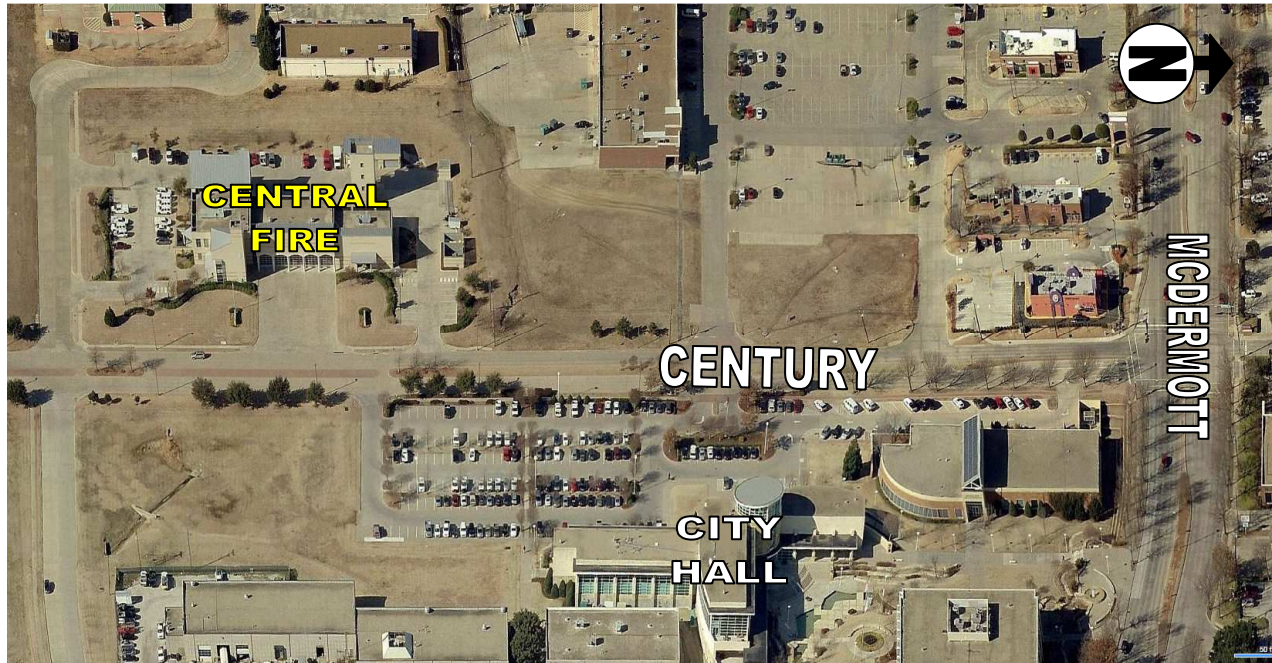
This agreement is subject to the following General Conditions:

- 7.1 Payment:** Statements will be submitted monthly according to the completion of the work with payment due within thirty (30) days of the statement date.
- 7.2 Project Schedule:** The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. A mutually acceptable project schedule will be established at the outset based on the information known as of that date. If necessary and mutually agreeable, such schedule may be adjusted as the Project proceeds.

- 7.3 Standard of Practice:** The Architect will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the appropriate profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.
- 7.4 Opinions of Probable Construction Cost:** The Architect has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractors' methods of determining prices, or over competitive bidding or market conditions. Therefore, Opinions of Probable Project and/or Construction Costs provided for herein are to be made on the basis of experience and qualifications and represent best judgment as an experienced and qualified professional Architect, familiar with the construction industry. However, the Architect cannot and does not guarantee that proposals, bids, or actual project cost and construction cost will not vary from Opinions of Probable Project and/or Construction Costs prepared by him. If, prior to the bidding or negotiating, Client wishes greater assurance as to project or construction cost, he shall employ an independent cost estimator.
- 7.5 Dispute Resolution:** Any claim, dispute or other matter in question arising out of or related to this Agreement between shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. Client and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally.
- 7.6 Statement of Jurisdiction:** In accordance with requirements of the Texas Board of Architectural Examiners (TBAE), the Architect makes the following Statement of Jurisdiction: "The TBAE has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas". The Board may be contacted as follows: 1) By mail: Texas Board of Architectural Examiners, P.O. Box 12337 Austin, TX 78711-2337; 2) In person: 333 Guadalupe, Suite 2-350 Austin, TX 78701-3942; 3) By telephone: 512/305-9000; 4) By fax: 512/305-8900; or 5) Via website: www.tbae.state.tx.us.

LOCATION MAP

Central Fire Station
(May 23, 2017)



CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

May 23, 2017

SUBJECT:

Authorize the City Manager to Execute a Professional Services Contract with Kimley-Horn for the Design of the Bethany Intersections Improvement Project in the Amount of \$157,980.

STAFF RESOURCE:

Chris Flanigan, Director of Engineering

ACTION PROPOSED:

Authorize the City Manager to Execute a Professional Services Contract with Kimley-Horn for the Design of the Bethany Intersections Improvement Project in the Amount of \$157,980.

BACKGROUND

The Bethany Drive corridor, west of US75, is experiencing exciting development and expanded use, with the construction of the Hotel Convention Center and a Multi-story Office Building already underway. When these projects are completed, traffic patterns will change and the need exists to prepare for those changes with essential improvements at two key intersections:

- Bethany Drive and Watters Road
- Bethany Drive and Watters Creek Boulevard

The two development projects are already planning to make improvements to the northern half of Bethany Drive and Watters Creek Boulevard, adjacent to their respective sides of the street; however, to truly improve traffic flow and prepare for pedestrian traffic to cross Bethany Drive, more work is needed that is not adjacent to the new projects (and within Watters Creek). Consequently, the Engineering Department is proposing to engage Kimley-Horn to evaluate the two signalized intersections and prepare detailed construction drawings for bidding that will include:

- Sidewalk enhancements and new connections
- Added traffic lanes on Watters Creek Boulevard and Watters Road
- Traffic Signal Improvements
- Pavement markings and signage changes

These improvements are intended to be designed and constructed in advance of the new developments becoming occupied. In this way, we can stay ahead of the demand that will ensue from the new uses.

BUDGETARY IMPACT

The design of Bethany Intersection Improvements will be funded with Roadway Impact Fees, and will be supplemented with partnership funds (\$73,330) from the Watters Creek Owners.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a Professional Services Contract with Kimley-Horn for the Design of the Bethany Intersections Improvement Project in the Amount of \$157,980.

MOTION

I make a motion to authorize the City Manager to execute a Professional Services Contract with Kimley-Horn for the Design of the Bethany Intersections Improvement Project in the Amount of \$157,980.

ATTACHMENTS:

Agreement for Professional Services
Location Map

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made by and between the City of Allen, Texas ("City") and Kimley-Horn and Associates, Inc., a North Carolina corporation ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to assist the City in Engineering Services for Bethany west of US 75 (the "Project"); and

WHEREAS, the Professional desires to render professional services for the City on 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 are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the services, unless sooner terminated as 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 deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items or materials prepared by the Professional in connection with this Agreement. 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 Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services outlined in Exhibit "A."

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

Article III Schedule of Work

The specific services to be provided under this Agreement are yet to be determined. In many cases the services provided under this Agreement may be immediate in nature. Thus, the anticipated schedule will be determined based on need and agreed to in writing as part of the specific "work authorization."

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 one hundred fifty-seven thousand nine hundred eighty Dollars (\$ 157,980.00).

4.2 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.

4.3 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 Notice to Proceed

Professional shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Professional prior to Professional's receipt of a written Notice to Proceed from City shall be entirely at Professional's own risk. Work performed and expenses incurred after Professional has received

a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

Article VI Suspension of Work

City shall have the right to immediately suspend work by Professional if City determines in its sole discretion that Professional has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Professional shall be suspended until Professional has taken satisfactory corrective action.

Article VII Devotion of Time; Personnel; and Equipment

7.1 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.

7.2 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.

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

7.4 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 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 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.

8.3 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.

8.4 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 Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

8.6 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.

8.7 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.

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

8.9 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: Peter H. Vargas
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Professional:

Attn: David Halloin
12750 Merit Drive, Suite 1000
Dallas, Texas 75251

With a copy to:

8.9 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.

8.10 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.

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.

[Signature Page to Follow]

+/-

EXECUTED this _____ day of _____, 2017.

CITY OF ALLEN, TEXAS

By: _____
Chris Flanigan, Director of Engineering

ATTEST:

By: _____
Shelley B. George, City Secretary

EXECUTED this 17th day of April, 2017.

KIMLEY-HORN AND ASSOCIATES, INC.

By:  _____

Name: ERIC Z. SMITH

Title: ASSISTANT SECRETARY

EXHIBIT "A"
Scope of Services

(to be attached)

Exhibit "A" Scope of Services

Project Understanding

This Agreement is intended for engineering services related to geometric roadway design, signal design, and traffic signal operations, inclusive of the intersections with Watters Road and Watters Creek Drive intersections. These intersections currently have shared through-left lanes on north-south approaches, requiring inefficient split-phased signal operations. The focus of this project is mostly to modify northbound and southbound intersection approaches to include dedicated left-turn lanes that can operate concurrently, and increasing overall capacity of these approaches. These improvements, in conjunction with a change to flashing-yellow operations for protected-permitted left-turn movements will allow for increased intersection capacity and increased operational efficiency.

Professional Services

Project Management and Control

\$10,500 – Lump Sum

Project Control and Management

Specific activities include coordination of internal resources; subconsultant coordination; review, verification, and approval of subconsultant(s) services; and ongoing reassessments of contract and schedule adherence.

Project Records and Files.

The Professional will develop a project filing system which will be maintained in the Professional's offices for the life of the project. This filing system will also allow electronic files to be backed up with duplicate copies stored at an off-site location.

Schedule

The Professional will develop a baseline schedule to depict the Project workflow based on the structure described within this scope of services. This schedule will present estimated task durations. If the actual Project schedule deviates from the original schedule, the Professional will generate a revised schedule to depict actual progress against the original baseline schedule. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Professional does not control.

Status Reports and Invoicing

Monthly status reports will be prepared and submitted to the City along with invoices. The status reports will contain a concise report of Project progress and contract fulfillment. The report will address technical progress, contract progress, and management related topics. Invoicing will reflect percent complete for lump-sum tasks, and actual hourly effort for time-plus-expense tasks. Monthly invoicing will be part of the status report package.

Project Status and Review Meetings

Status and review meetings are identified in the scope and fee for each particular work area. Those meetings can be addressed separately by task, or multiple tasks can be reviewed in a single meeting, to reduce the number of actual meetings if schedules for multiple tasks allow this to take place (i.e. one meeting to review plans for multiple design tasks).

Quality Assurance

The Professional will utilize the Professional's Quality Control procedures. This task includes steps taken during the Project to monitor the progress of reports, data and Project material for compliance with agreed upon Project deliverable expectations.

Kickoff Meeting

It is anticipated that up to five representatives of Professional will attend an initial Kickoff meeting with City and Stakeholders to discuss the overall project, share information, discuss schedule, and further establish project specifics.

Data Collection**Survey**

\$19,500 – Lump Sum
(Watters Creek \$10,500; Watters \$9,000)

1. Data Collection and Property Research
 - Gather existing plat information.
 - Collect property owner and record information.
 - Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e. plats, court house filings, etc.). Undocumented easements may not be identified. *We cannot guarantee all easements will be found. We would need to retain a title company or abstractor to insure all easements are shown.*
 - Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
2. Design Survey
 - Establish horizontal control points.
 - Establish a vertical control benchmark circuit as needed throughout the project.
 - Set control points, which will be based on NAD-83 on both sides of the roadway.
 - Perform a limited field survey to identify and locate certain existing topographic elements within the survey limits. Survey is anticipated to consist of:
 - Property corner monumentation
 - Existing pavement (including material type), curbs, sidewalks, barrier free ramps
 - Roadway pavement markings
 - Existing storm sewer inlets, manholes, junction boxes (including culvert sizes, material type and invert elevations)
 - Storm sewer outfalls, bridges, and erosion control
 - Existing driveway culverts and swales including flow lines
 - Guardrail
 - Surface visible indications of utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - Utility markings placed in the field by one call services
 - Street signs (excluding temporary signs)
 - Trees (Dense stands of trees and those outside the ROW can be generally described by their limits) *Includes tree 6" and larger. We will not include tagging or identification by arborist.*
 - Exterior wall of buildings and permanent structures
 - Retaining walls
 - Perform cross-sections throughout project limits at 50-foot intervals and at grade breaks.
 - Prepare cross-section field notes.

Traffic Counts

\$1,200 –Lump Sum
(Watters Creek \$700; Watters \$500)

Turning movement counts will be collected for four two-hour periods at both project intersections. AM, Midday, PM, and Saturday peak counts will be tabulated in 15-minute increments and will include pedestrian volumes.

Geometric Design

\$53,980 – Lump Sum
(Watters Creek \$25,980; Watters \$28,000)

The scope of services includes the development of roadway and sidewalk improvements along Bethany in the City of Allen. The fee associated with this scope assumes a single set of plans can be used to bid the project related to both intersections together. The improvements provided in this scope of services include the following:

1. Construction Plans for the installation of an additional northbound Watters Creek lane, providing for a left, through, and right configuration at Bethany.
2. Construction Plans for the extension of the eastbound right-turn lane on Bethany back to the Watters Creek Blvd. intersection.
3. Construction Plans for the widening and extension of the southbound left-turn bay onto Bethany from S Watters Rd, resulting in two left-turn lanes, one through-only lane, and the existing right-turn lane.
4. Construction Plans for the reconfiguration of the Watters Rd northbound departure lanes.
5. Construction Plans for the reduction of median on Watters Dr. south of Bethany and installation of the northbound left-turn bay onto Bethany. Resulting in one left turn lane, two through-only lanes, and one right turn lane northbound, two southbound lanes, and reconfigured pedestrian crosswalk.
6. Construction Plans for sidewalk along the east side of Watters Rd., south of Bethany.
7. Construction Plans for sidewalk along the west side of Watters Creek Blvd., south of Bethany.
8. City Coordination

Task Management

1. Project Communication
2. Develop project contact list
3. Conduct up to two (2) meetings with the City. Additional meetings will be billed hourly.
4. Franchise Utility Coordination
 - Identify franchise utility contacts
 - Send one set of plans to each franchise utility for their review. Request each franchise utility to mark up the plans to show the size, type, and location of their utilities.
 - Notify the City and franchise utility companies if any relocations are required
 - Submit one set of each submittal (75% and 100%) during final design and the project schedule to each affected franchise utility for their review and comment
 - Coordinate with franchise utility companies and inform them of necessary relocations
 - Meetings with franchise utility companies will be billed hourly.
5. Develop project production plan
6. Document design criteria chart
7. Develop design schedule (coordinate with City)

Roadway

1. Prepare preliminary roadway horizontal and vertical alignments.
2. Incorporate improvements designed by others for the north side of the Watters Creek & Bethany intersection, as provided by the City in CADD format.
3. Prepare existing and proposed typical sections
 - Display subgrade and proposed pavement section as recommended by Geotechnical Engineer or City
4. Prepare preliminary plan and profile. Items to be included:

- Plan
 - Control data
 - Existing right-of-way
 - Existing topography
 - Existing pavement (from as-built plans)
 - Proposed centerline alignment and horizontal curve data
 - Proposed transition pavement tie-ins to existing pavement
 - Existing driveway locations
 - Existing water line locations (supplied by City)
 - Existing franchise utility locations (relying upon information provided by franchise utilities)
- Profile
 - Existing Ground Profile and Proposed Vertical Alignment
- 5. Incorporate the design submittal review comments
- 6. Prepare plan / profile sheets. The final bid documents will be 11"x17" plan sheets at a scale of 1"=40' horizontal, and 1"=10' vertical
- 7. Prepare roadway details to clarify intent of design
- 8. Compile applicable City and TxDOT standard details. Modify standard details as needed.

Drainage

1. Develop the project drainage area map
 - Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients as required to calculate design-year flows
2. Analyze storm sewer drainage improvements required to accommodate the additional roadway width
3. Incorporate the design submittal review comments

Storm Water Pollution Prevention Plan

1. Prepare erosion control plan
2. Prepare EPIC Sheet

Traffic

1. Traffic Control Plans
 - For each phase of construction: Develop plan identifying construction sequence showing:
 - Travel lanes and construction area for each phase of construction
 - Temporary signing and striping, barricades, and other channelization devices
 - Narrative of the sequence of work
 - Vehicle detour routing during construction (if necessary)
 - Develop typical cross sections showing lane widths, edge conditions, channelization and proposed construction area
 - Prepare traffic control details to clarify intent of design
 - Compile applicable City or TxDOT standard details.
2. Pavement Markers and Marking Plans
 - Prepare pavement markers and marking layouts in accordance with City and TxDOT design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)
 - Prepare details to clarify intent of design
 - Compile applicable City and TxDOT standard details. Modify standard details as needed.
 - Prepare signing layout in accordance with Town design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)

General Notes and Specs

Prepare general notes and specification data. Identify and prepare special specifications and/or special provisions applicable to the project.

OPCC

Compile and update the overall opinion of probable construction cost using recent average unit bid prices which are representative of similar types of construction in the local area. Because the Professional does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Professional cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

Preliminary design submittal (75%)

1. Submit three (3) copies to the City for review and comment
2. Submittal shall include the following:
 - Preliminary roadway alignment (plan and profile)
 - Preliminary drainage area map
 - Preliminary opinion of probable construction cost

Incorporate the design submittal review comments

Prepare the final opinion of probable construction cost

Final design submittal (100%)

1. Submit three (3) full-size (11"x17") sets of plans and specifications to the City
2. Submit the final opinion of probable construction cost
3. Review comments from the previous review, and a written response to the review comments.

Traffic Signal Modification (Bethany Drive & Watters Creek Blvd.)**\$14,500 – Lump Sum****Project Meetings**

1. At the outset of the Project, the Professional will prepare for and attend one meeting with the City to discuss project requirements and any special design or coordination needs.
2. After the 60% submittal, the Professional will prepare for and attend one meeting with City staff to receive comments.

Base Map and Specifications Assembly

1. The Professional will conduct a field investigation to verify existing signage and traffic control devices. This along with the topographic survey and proposed auxiliary lane improvements will form the basis for signal modification.
2. The Professional will use applicable City design standards and specifications.

Design Elements

The modification will consist of the following:

1. Install new signal pole, pedestrian enhancements on the SE corner,
2. Install new signal pole, pedestrian enhancements on the NE corner,
3. Pedestrian enhancements on the NW corner,
4. Install new signal pole, pedestrian enhancements on the SW corner.
5. Relocate traffic signal control cabinet to a yet to be determined location. The signal control cabinet will be provided by the City of Allen, and noted as such in the plans.

Design Phase

The design will be prepared using base mapping from the survey and field investigation. The design will be prepared at 1" = 40' on 11" x 17" plan sheets using Microstation V8. The design will be based on and include information gathered during the initial kick-off meetings. The traffic signal design will include the following plan sheets.

1. Traffic Signal Notes
2. Existing Conditions Sheet (where applicable) showing existing intersection and roadway layout, signs, pavement markings, other notable above ground features, and the recorded utilities
3. Traffic Signal Layout Sheets including overhead signs and pedestrian elements
4. Traffic Signalization Detail Sheet with tabulation of quantities, electrical chart, timing table, Loop detectors, and general notes
5. Traffic Signal Elevation Details
6. Standard Detail Sheets as may be applicable

Deliverables:

The Professional project deliverables will include:

1. 60% Submittal – Professional will prepare and submit three (3) sets of construction drawings to the City for distribution and review.
2. 90% Submittal -- Professional will submit plans and specifications/special provisions in accordance with the 90% submittal format, review comments from the previous review, and a written response to the review comments.
3. 100% (Final) Submittal -- Professional will provide one full set of sealed original drawings and one full set of specifications/special provisions.

Traffic Signal Modification (Bethany Drive & Watters Blvd.)**\$9,000 – Lump Sum****Project Meetings**

1. At the outset of the Project, the Professional will prepare for and attend one meeting with the City to discuss project requirements and any special design or coordination needs.
2. After the 60% submittal, the Professional will prepare for and attend one meeting with City staff to receive comments.

Base Map and Specifications Assembly

1. The Professional will conduct a field investigation to verify existing signage and traffic control devices. This along with the topographic survey and proposed auxiliary lane improvements will form the basis for signal modification.
2. The Professional will use applicable City design standards and specifications.

Design Elements

The modification will consist of the following:

1. Pedestrian enhancements on the NE corner; signal pole to remain;
2. Pedestrian enhancements on the NW corner, signal pole to remain;
3. Pedestrian enhancements on SW corner, signal pole to remain;
4. Pedestrian enhancements on SE corner, signal pole to remain;
5. Signal Cabinet and service shall remain.

Design Phase

The design will be prepared using base mapping from the survey and field investigation. The design will be prepared at 1" = 40' on 11" x 17" plan sheets using Microstation V8. The design will be based on and include information gathered during the initial kick-off meetings. The traffic signal design will include the following plan sheets.

1. Traffic Signal Notes
2. Existing Conditions Sheet (where applicable) showing existing intersection and roadway layout, signs, pavement markings, other notable above ground features, and the recorded utilities
3. Traffic Signal Layout Sheets including overhead signs and pedestrian elements
4. Traffic Signalization Detail Sheet with tabulation of quantities, electrical chart, timing table, Loop detectors, and general notes
5. Traffic Signal Elevation Details
6. Standard Detail Sheets as may be applicable

Deliverables:

The Professional project deliverables will include:

1. 60% Submittal – Professional will prepare and submit three (3) sets of construction drawings to the City for distribution and review.
2. 90% Submittal -- Professional will submit plans and specifications/special provisions in accordance with the 90% submittal format, review comments from the previous review, and a written response to the review comments.
3. 100% (Final) Submittal -- Professional will provide one full set of sealed original drawings and one full set of specifications/special provisions.

Bid Phase Services (Intersection Improvements) Hourly (Fee + Expense) [not to exceed \$5,500]

Professional will provide the bid phase services specifically stated below, as authorized by the City:

Bid Document Preparation

Professional will prepare and assemble construction bidding documents. Professional will issue bid packages for the submittal of quotations to perform the work and conduct pre-bid meetings with potential bidders. Professional will tabulate the bids received and evaluate the compliance of the bids received with the bidding documents. Professional will prepare a written summary of this tabulation and evaluation.

Construction Phase Services (Intersection Improvements)**Hourly (Fee + Expense) [not to exceed \$14,500]**

Professional will provide the construction phase services specifically stated below, as authorized by the City. Services not included under this task are intentionally excluded from the services being provided by Professional, and would be considered additional services.

Pre-Construction Conference

Professional will attend one Pre-Construction Conference prior to commencement of Work at the Site.

Visits to Site and Observation of Construction

Professional will make visits at intervals as directed by City in order to observe the progress of the Work. Such visits and observations by Professional are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, Professional will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Professional will keep City informed of the general progress of the Work.

Professional shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with applicable laws and regulations. Professional 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. The Professional is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement.

Recommendations with Respect to Defective Work

Professional will recommend to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Professional believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations

Professional will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City.

Change Orders

Professional may recommend Change Orders to City, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples

Professional will 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. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Substitutes and "or-equal"

Professional will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Substantial Completion

Professional will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of City, Professional considers the Work substantially complete, Professional will notify City and Contractor.

Final Notice of Acceptability of the Work

Professional will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Professional may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Professional shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Professional's knowledge, information, and belief based on the extent of its services and based upon information provided Professional upon which it is entitled to rely.

Signal Operations**\$8,800 – Lump Sum**

Following construction of intersection and signal improvements, new signal timing and operational strategies will be put into operation. New turning movement count data will be used, in conjunction with near-term traffic projections, to develop new AM, Midday, PM, and Weekend Peak timing strategies for the project intersections. New signal timing will make use of project signal and intersection improvements to allow coordination with the US 75 diamond interchange, while also serving northbound and southbound traffic at the project intersections. The US 75 frontage roads were under construction when new timing was last implemented on Bethany, so adjustments to best allocate time to each movement at the interchange will also be considered as part of the fine tuning of this group of intersections.

Development of New Timing Plans

Existing Synchro™ signal timing models will be updated to reflect modified intersection geometry, changes to signal control hardware (such as flashing yellow arrows), modified pedestrian crossings, and updated traffic volumes at the project intersections. These models will then be used to develop new signal timing strategies for implementation. Previously developed timing sheets for these signals will be updated for use by the City in the implementation process.

Implementation and In-Field Fine Tuning

The City will initially make the signal timing changes in the controllers, and the Professional will work with City staff to identify field adjustments for optimized coordination between US 75 and the project intersections. For purposes of this Agreement, it is assumed that in-field fine tuning will be limited to 24 hours, inclusive of travel to and from the project area.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Meetings beyond those specifically identified above
- SUE services
- Preparation of easements or right-of-way documents
- Redesign of storm sewer

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly billing rates. Additional services that can be provided include, but are not limited to, the following

- Meetings, beyond those specifically identified in the scope
- SUE services
- Preparation of easements or right-of-way documents
- Redesign of storm sewer
- Development of special traffic signal timing plans
- Signal details for additional hardware modifications

Information Provided by City

Professional shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. Specific items the City will need to provide to the Professional are identified below:

- Previous pavement design for Watters Road
- Previous pavement design for Bethany Road turn bay extension
- Previous pavement design for Watters Creek, south of Bethany
- Roadway design files for the Watters Creek intersection improvements north of the project area
- Previous hydraulic calculations for Watters Road

Schedule

We will provide our services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, with the goal of meeting the City's timeline for having construction completed.

Fee and Expenses

Professional will perform the following tasks on a lump-sum fee basis.

Lump Sum Tasks	Budget
Project Management and Control	\$ 10,500
Data Collection - Survey	
Watters Creek	\$ 10,500
Watters Road	\$ 9,500
Data Collection - Traffic	
Watters Creek	\$ 700
Watters Road	\$ 500
Geometric Design (Roadway & Sidewalk Elements)	
Watters Creek	\$ 25,980
Watters Road	\$ 28,000
Traffic Signal and Pedestrian/ADA Modifications	
Watters Creek	\$ 14,500
Watters Road	\$ 9,000
Signal Operations (Coordination with US 75 diamond)	\$ 8,800
Subtotal of Lump Sum Tasks	\$ 117,980

Professional will perform the services listed below on a labor fee plus expense basis, with the maximum labor fee not to exceed the individual budgets below without prior authorization from City.

Hourly Task	Budget
Bid Phase Services - Intersection Improvements	\$ 5,500
Construction Phase Services - Intersection Improvements	\$ 14,500
Additional Meetings	\$ 5,000
Contingency	\$ 15,000
Subtotal of Hourly Tasks	\$ 40,000
Project Total Budget	\$ 157,980.00

For hourly tasks, labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee (6%) will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. All permitting, application, and similar project fees will be paid directly by the City. Any lump-sum work authorizations will be billed monthly based on percentage complete.

Closure

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Attachments:

- Survey Limits
- **Intersection Improvements Concept Drawing**

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

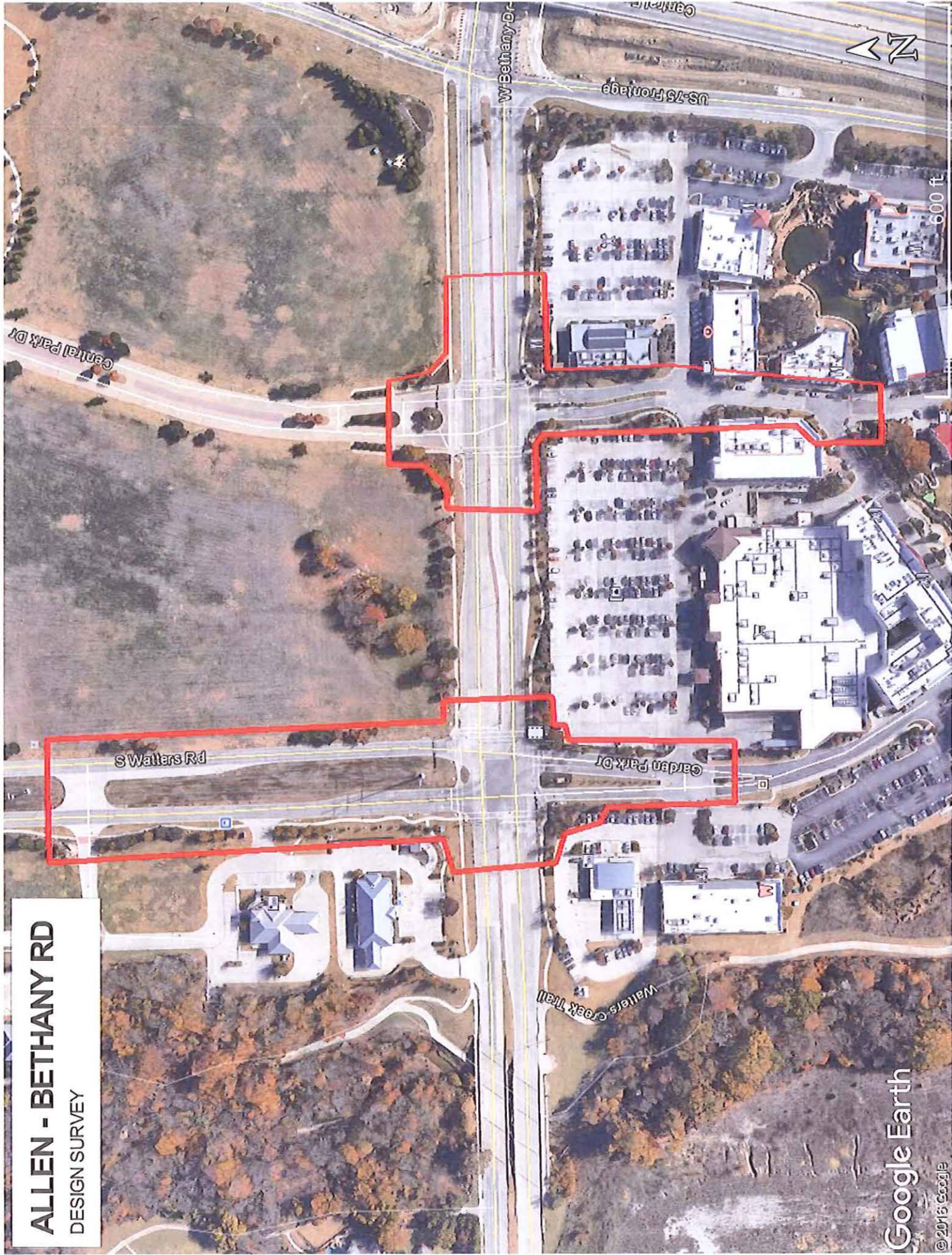
(Hourly Rate)

Senior Professional I	\$230 - \$250
Senior Professional II	\$190 - \$240
Professional	\$150 - \$205
Analyst	\$145 - \$165
Designer	\$170 - \$180
Technical Support	\$65 - \$160
Clerical/Administrative Support	\$70 - \$125

Effective July 2016

ALLEN - BETHANY RD


DESIGN SURVEY



Google Earth

© 2016 Google



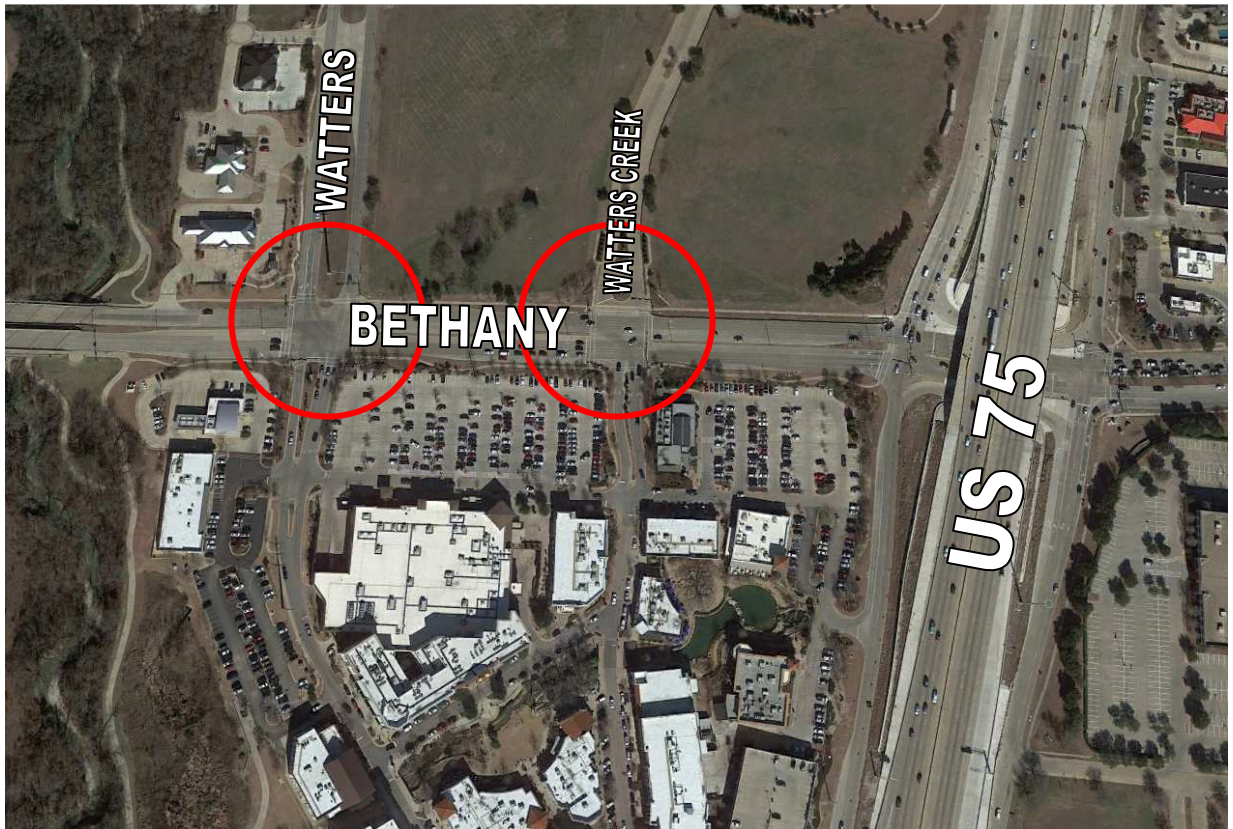


CITY OF ALLEN

PROJECT: BETHANY & WATTERS			
DESC: INTERSECTION IMPROVEMENT			
SCALE: 1"=50'	DATE: 5/11/17	REV DATE:	SHEET: 1 OF 1

LOCATION MAP

Bethany Intersections Improvements
Bethany Drive / Watters Road
Bethany Drive / Watters Creek Boulevard
(May 23, 2017)



CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: May 23, 2017

SUBJECT: Authorize the City Manager to Execute a Facilities Agreement with Watters Creek Owner, LLC Related to Bethany Intersections Improvements.

STAFF RESOURCE: Chris Flanigan, Director of Engineering

ACTION PROPOSED: Authorize the City Manager to execute a Facilities Agreement with Watters Creek Owner, LLC related to Bethany Intersections Improvements

BACKGROUND

The Bethany Drive corridor, west of US75, is experiencing exciting development and expanded use, with the construction of the Hotel Convention Center and a Multi-story Office Building already underway. When these projects are completed, traffic patterns will change and the need exists to prepare for those changes with essential improvements at two key intersections:

- Bethany Drive and Watters Road
- Bethany Drive and Watters Creek Boulevard

The Watters Creek Shopping Center Owner has been a partner since inception, in building the necessary infrastructure to accommodate traffic flow in and out of their site. Most recently, the extension of Montgomery Boulevard to US75 was made possible through a public-private partnership with them. Now, that relationship continues for the good of the community with a proposal to share design expenses associated with intersection improvements needed at these two intersections which comprise the "front door" to the shopping center. Not only will the improvements enhance ingress/egress for the center, but will also provide essential pedestrian linkages, whereby the new developments north of Bethany Drive (office and hotel/convention center) will be able to access the amenities offered in Watters Creek.

Even though this agreement only establishes a partnership for professional service (design) costs, the design process will also establish construction cost estimates, upon which to further establish shared costs for the construction phase.

BUDGETARY IMPACT

This action item represents payment from Watters Creek Owner to the City of Allen in an amount of \$73,330.

STAFF RECOMMENDATION

Staff recommends the City Council authorize the City Manager to execute a Facilities Agreement with Watters Creek Owner, LLC related to Bethany Intersections Improvements.

MOTION

I make a motion to authorize the City Manager to execute a Facilities Agreement with Watters Creek Owner, LLC related to Bethany Intersections Improvements.

ATTACHMENTS:

Development Agreement

Location Map

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made by and between the City of Allen, Collin County, Texas (the “City”), and Watters Creek Owner, LLC, a Delaware limited liability company (the “Company”) (each a “Party” or collectively the “Parties”), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, City intends to cause the design of certain roadway and traffic signal modification improvements for the intersection of Bethany Drive and Watters Road, and for the intersection of Bethany Drive and Watters Creek Boulevard (the “Project”); and

WHEREAS, Company has agreed to participate in a portion of the costs of the Project not to exceed Seventy-Three Thousand Three Hundred Thirty Dollars (\$73,330.00) to be paid to City as set forth herein;

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

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“City” shall mean the City of Allen, Collin County, Texas, acting by and through its City Manager.

“Company” shall mean Watters Creek Owner, LLC, a Delaware limited liability company.

“Effective Date” shall mean the last date of execution hereof.

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

“Project” shall mean the design of roadway, sidewalk improvements and traffic signal modification improvements for the intersection of Bethany Drive and Watters Road, and for the intersection of Bethany Drive and Watters Creek Boulevard in accordance with plans approved by the City and as generally depicted in **Exhibit “A”**.

Article II Term

The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Project

3.1 Project Design. City shall contract for, and manage the design of the Project. City shall contract with the necessary design professionals within thirty (30) days after the Effective Date.

3.2 Project Cost Participation. Company shall pay to City fifty percent (50%) of the costs for the Project, such portion of the Project Costs, not to exceed the Seventy-Three Thousand Three Hundred Thirty Dollars (\$73,330.00) to be paid to City within thirty (30) days after receipt of a written invoice from the City.

Article IV Termination

This Agreement shall be terminated upon any one or more of the following:

- (a) the Expiration Date;
- (b) upon the agreement of the Parties; or
- (c) upon written notice by either Party in the event the other Party breaches any of the terms and conditions of this Agreement and such breach is not cured within thirty (30) days written notice thereof.

Article V Miscellaneous

5.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement may not be assigned without the consent of the ACDC, which shall not be unreasonably withheld.

5.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that the Parties, in satisfying the conditions of this Agreement, have acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

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

5.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received when sent by courier or otherwise hand delivered.

If intended for City, to:

Attention: City Manager
City of Allen
305 Century Parkway
Allen, Texas 75013

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

If intended for Company:

Watters Creek Owner, LLC,
c/o Trademark Property Company
1701 River Run, Suite 500
Fort Worth, TX 76107

With a copy to:

Watters Creek at Montgomery Farm
970 Garden Park Drive
Allen, Texas 75013
Attn: General Manager

5.5 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

5.6 Governing Law. The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the jurisdiction of said Court.

5.7 Amendment. This Agreement may be amended by the mutual written agreement of the Parties. The City Manager, or designee is authorized to execute any amendments to this Agreement or any documents related hereto on behalf of the City.

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

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

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

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

5.12 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.

[Signature Page to Follow]

EXECUTED on this _____ day of _____, 2017.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manager

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney


EXECUTED on this 16 day of May, 2017.

WATTERS CREEK OWNER, LLC

By: _____
Name: _____
Title: Aaron A. Giovara
Authorized Signatory

EXHIBIT "A"



 CITY OF ALLEN		PROJECT: BETHANY & WATERS	
		DESC: INTERSECTION IMPROVEMENT	
SCALE: 1"=50'	DATE: 2/16/2017	REV DATE:	SHEET: 1 OF 1

LOCATION MAP

Bethany Intersections Improvements
Bethany Drive / Watters Road
Bethany Drive / Watters Creek Boulevard
(May 23, 2017)



CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

May 23, 2017

SUBJECT:

Receive the Summary of Property Tax Collections as of April 2017.

STAFF RESOURCE:

Eric Cannon, Chief Financial Officer
Chris Landrum, Budget Manager

ATTACHMENTS:

Summary of Property Tax Collections as of April 2017.

**Kenneth L. Maun
Tax Assessor Collector
Collin County
2300 Bloomdale Rd
P.O. Box 8046
McKinney, Texas 75070
972- 547-5020
Metro 424-1460 Ext.5020
Fax 972-547-5040**

May 10, 2017

**Mayor Stephen Terrell
City of Allen
305 Century Parkway
Allen, Texas 75013**

Dear Mayor Terrell,

**Enclosed is the Monthly Collection Report for:
The City of Allen tax collections for the month were:
The Rollback Collections for the month were:**

**April 2017
\$306,332.52
\$0.00**

Sincerely,


**Kenneth L. Maun
Tax Assessor Collector**

Attachment

**cc: Peter Vargas, City Manager
Eric Cannon, Chief Financial Officer
Joanne Stoehr, Assistant Finance Director**

KM:ds

Kenneth L Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

Page 1

Monthly Collection Status Report
April 2017

City of Allen #06

	Collections Month of April	Cumulative Total 10/1/16 thru 4/28/17	% of Collections
Current Tax Year Collections			
Base M&O	\$209,031.38	\$44,043,187.45	100.97%
Base I&S	65,265.03	\$13,751,458.62	
Late Rendition Penalty	2,629.43	\$20,002.55	
P&I M&O	20,895.16	\$67,137.62	
P&I I&S	6,434.22	\$20,801.76	
P&I I&S Bond			
Attorney Fee	7,360.95	\$9,121.92	
Other>	0.00	682.54	
Subtotal	<u>\$311,616.17</u>	<u>\$57,912,392.46</u>	101.17%
Delinquent TaxYears Collections			
Base M&O	\$901.58	\$218,412.35	
Base I&S	274.87	\$75,533.42	
Late Rendition Penalty	2.47	\$206.10	
P&I M&O	751.14	\$48,910.57	
P&I I&S	147.24	\$17,035.39	
P&I I&S Bond			
Attorney Fee	546.78	\$8,600.17	
Other>	0.00	2,440.83	
Subtotal	<u>\$2,624.08</u>	<u>\$371,138.83</u>	0.65%
Combined Current & Delinquent:			
Base M&O	\$209,932.96	\$44,261,599.80	
Base I&S	65,539.90	13,826,992.04	
Late Rendition Penalty	2,631.90	20,208.65	
P&I M&O	21,646.30	116,048.19	
P&I I&S	6,581.46	37,837.15	
P&I I&S Bond			
Attorney Fee	7,907.73	17,722.09	
Other>	0.00	3,123.37	
Total Collections	<u>\$314,240.25</u>	<u>\$58,283,531.29</u>	101.82%
			100.00%
Original 2016 Tax Levy		<u>\$57,241,851.90</u>	

Kenneth L Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

Cumulative Comparative Collection Status Report
April 2017

City of Allen #06

Current Tax Year Collections	Collections thru April 2017		Collections thru April 2016	
	% Collections		% Collections	
Base M&O + I&S	\$57,794,646.07	100.97%	\$53,371,493.58	98.98%
Late Rendition Penalty	20,002.55		19,295.03	
P&I M&O + I&S	87,939.38		78,005.92	
Attorney Fee	9,121.92		1,142.45	
Other>	682.54		1,142.45	
Subtotal	<u>\$57,912,392.46</u>	101.17%	<u>\$53,471,079.43</u>	99.17%
Delinquent Tax Years Collections				
Base M&O + I&S	\$293,945.77		\$87,785.81	
Late Rendition Penalty	206.10		982.42	
P&I M&O + I&S	65,945.96		24,853.62	
Attorney Fee	8,600.17		11,704.59	
Other>	2,440.83		0.00	
Subtotal	<u>\$371,138.83</u>	0.65%	<u>\$125,326.44</u>	0.23%
Combined Current & Delinquent:				
Base M&O + I&S	\$58,088,591.84		\$53,459,279.39	
P&I M&O + I&S	153,885.34		102,859.54	
Late Rendition Penalty	20,208.65		20,277.45	
Attorney Fee	17,722.09		12,847.04	
Other	3,123.37		0.00	
Total Collections	<u>\$58,283,531.29</u>	101.82%	<u>\$53,595,263.42</u>	99.40%
Adjusted 2015 Tax Levy			<u>\$53,919,688.10</u>	100.00%
Original 2016 Tax Levy	<u>\$57,241,851.90</u>	100.00%		

Kenneth L Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

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Levy Outstanding Status Report
April 2017

City of Allen #06

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 3/31/17	\$880,612.78	\$310,086.45
Base M&O Collections	274,296.41	1,176.45
Supplement/Adjustments	-6,934.31	-148.15
Write-off	0.00	0.00
Remaining Levy as of 4/28/17	<u>\$599,382.06</u>	<u>\$308,761.85</u>
Cumulative (From 10/01/16 thru 4/28/17)		
Original 2016 Tax Levy (as of 10/01/16)	\$57,241,851.90	\$452,274.53
Base M&O + I&S Collections	57,794,646.07	293,945.77
Supplement/Adjustments	1,152,176.23	150,433.09
Write-off	0.00	0.00
Remaining Levy as of 4/28/17	<u>\$599,382.06</u>	<u>\$308,761.85</u>

Kenneth L Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

Page 4

Monthly Distribution Report
April 2017

City of Allen #06

	Distribution Month of April	Distribution 10/1/16 thru 4/28/17
Weekly Remittances:		
Week Ending 4/7/17	\$70,714.82	\$9,552,301.33
Week Ending 4/14/17	\$29,776.89	\$7,415,661.11
Week Ending 4/21/17	\$173,210.92	\$5,855,474.49
Week Ending 4/28/17	\$32,498.25	\$24,585,282.72
	\$0.00	\$10,853,638.08
Total Weekly Remittances	<u>\$306,200.88</u>	<u>\$58,262,357.73</u>
Overpayment from Prior Month	\$0.00	\$0.00
Manual Adjustment Refund	\$0.00	\$0.00
Commission Paid Delinquent Attorney	\$7,907.73	\$20,162.92
Entity Collection Fee	\$0.00	\$0.00
Judgement Interest	\$0.00	\$0.00
5% CAD Rendition Penalty	\$131.64	\$1,010.64
Total Disbursements	<u>\$314,240.25</u>	<u>\$58,283,531.29</u>
Carryover to Next Month	\$0.00	\$0.00

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:	May 23, 2017
SUBJECT:	Adopt a Resolution Establishing Rates and Fees for Commercial and Residential Solid Waste, Recycling, and Household Hazardous Waste Services
STAFF RESOURCE:	Steve Massey, Community Services Director Donna Kliewer, Waste Services Manager
PREVIOUS COUNCIL ACTION:	On May 24, 2016, City Council approved the current Rate and Service Resolution No. 3386-5-16(R).
ACTION PROPOSED:	Adopt a Resolution Establishing Rates and Fees for Commercial and Residential Solid Waste, Recycling, and Household Hazardous Waste Services

BACKGROUND

Residential Rates

The residential rate paid by a resident of Allen to the City of Allen for typical solid waste and household hazardous waste services is currently \$15.59 per month and there is no proposed change to this rate.

Residential rates paid by the City to Community Waste Disposal (CWD), the City's franchise waste services provider, are subject to the following annual rate increases:

- An annual Consumer Price Index (CPI) increase.
- An annual increase to compensate CWD for increased/decreased yard waste and brush collection expenses.

The Department of Labor CPI for the one-year period ending March 2017, showed a CPI increase of 2.2%. This CPI translates to an increase in the City's monthly payment to CWD for residential services of \$0.16 per month per home served. CWD's expenses for yard waste and brush collection has decreased by \$0.01 per month. The yard waste and brush costs reflect the savings from ending the free compost program. Combining these results is a net increase in payment to CWD of \$0.15 per residential account per month.

The increase also results in additional payments to CWD of \$0.09 for each additional trash poly cart per month, and \$0.05 for each additional recycle poly cart per month.

The net change to CWD's charges is an increase in charges to the City of about \$55,000 in Fiscal Year 2018 that will be accommodated in the budget process. CWD's Market Adjustment letter is provided as an attachment.

Commercial Rates

There are no proposed changes to commercial waste services fees in this Rate Resolution.

Commercial waste services accounts are billed directly to the customer by CWD. CWD then provides a payment to the City from the funds they collect to reimburse the Solid Waste Fund for waste disposal costs and provide the City a 15% franchise fee payment on commercial services.

According to the current CWD contract that runs through May 31, 2019, commercial rates are only affected by two factors:

- Adjustment to the disposal cost component of CWD's charges that is charged by the North Texas Municipal Water District. City Staff dictates the disposal costs that CWD collects from commercial customers in the Rate Resolution. Because NTMWD's solid waste rates have leveled out at \$38.25 per ton and the fact that the Solid Waste's Fund Reserve is healthy, there is no need to consider a disposal cost adjustment this year.
- The City's contract with CWD allows for a Variable Fuel Adjustment Fee (VFAF). When VFAF is in effect, it is adjusted monthly and causes an increase in commercial fees. Beginning June 1, 2017, the VFAF is not initiated until diesel fuel prices are above \$4.45 per gallon. The April 25, 2017, US Department of Energy (DOE) report on diesel fuel prices reflects a cost of \$2.23 per gallon. There is a considerable buffer before a diesel fuel VFAF would again come into effect ($\$4.45 - \$2.23 = \$2.22$ buffer). However, should diesel fuel prices exceed the \$4.45 level, passing along the VFAF is automatic based on contract terms. The VFAF Table is provided in the Rate Resolution.

Summary

The strength of the Solid Waste Fund's fund reserve and projected revenue and expenses allows the City to maintain current commercial and residential waste services rates except for the cost of replacing lost trash or recycling poly carts. The adjustments on the proposed ordinance reflect the CPI driven increase in payments to CWD for residential charges and the new poly cart reimbursement costs.

BUDGETARY IMPACT

The Solid Waste Fund is projected to maintain its fund reserve close to the 120 day of reserve level through the end of FY17.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the attached resolution that sets new rates and fees for commercial and residential solid waste, recycling, and household hazardous waste services.

MOTION

I make a motion to adopt Resolution No. _____ that sets new rates and fees for commercial and residential solid waste, recycling, and household hazardous waste services.

ATTACHMENTS:

Resolution

Proposed Rate Resolution with Changes Highlighted

CWD's Adjustment Letter

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ESTABLISHING FEES AND RATES FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Code of Ordinances of the City of Allen authorizes the City Council to amend the fees and rates for solid waste and household hazardous waste collection services by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The City Council of the City of Allen, Texas, hereby establishes the following residential and commercial solid waste and household hazardous waste collection service fees:

1. RESIDENTIAL Solid Waste Services-
(Garbage, bulk, recycling, yard waste, Christmas tree haul, and Household Hazardous Waste (HHW))

Residential rate per month to CWD	\$7.38
Residential rate per month to City	\$15.59
Senior rate (residential customers who are 65 years of age or older and who own or lease and occupy the residence) per month (20% discount from standard rate)	\$12.47
Additional garbage poly-cart per month to CWD	\$4.19
Additional garbage poly-cart per month to City	\$8.89
Additional recycle poly-cart per month to CWD	\$2.15
Additional recycle poly-cart per month to City	\$2.10
Replace lost/stolen garbage or recycle poly-cart to CWD	\$77.71

2. COMMERCIAL Solid Waste Services-
All commercial costs in Paragraph 2 include the City of Allen's 15% Franchise Fee

- **Side Loading Commercial Poly-Carts** (All Disposal Weight Charges Included in Cost)

One (1) poly-cart per month	\$18.72
Two (2) poly-carts per month	\$35.00
Three (3) poly-carts per month	\$49.36
Each additional poly-cart thereafter	\$14.37

- **Front Loading Dumpsters** (All Disposal Weight Charges Included in Cost)

Monthly rates:

3 Cubic Yard Container

One time per week	\$93.22
Two times per week	\$180.68
Three times per week	\$248.92

4 Cubic Yard Container

One time per week	\$102.17
Two times per week	\$191.92

Three times per week	\$278.13
Four times per week	\$354.00
6 Cubic Yard Container	
One time per week	\$126.16
Two times per week	\$236.28
Three times per week	\$337.81
Four times per week	\$430.73
Five times per week	\$515.04
Six times per week	\$589.48
8 Cubic Yard Container	
One time per week	\$148.68
Two times per week	\$276.45
Three times per week	\$396.27
Four times per week	\$506.20
Five times per week	\$606.35
Six times per week	\$696.56
• Extra pickups	
3 cu. yd. containers per pickup	\$43.93
4 cu. yd. containers per pickup	\$46.29
6 cu. yd. containers per pickup	\$50.99
8 cu. yd. containers per pickup	\$55.66
• Refills	
3 cu. yd. containers per refill	\$31.56
4 cu. yd. containers per refill	\$33.78
6 cu. yd. containers per refill	\$38.67
8 cu. yd. containers per refill	\$43.37
• Front Load Compactors	
2 cu. yd. containers per pickup	\$83.88
6 cu. yd. containers per pickup	\$132.16
8 cu. yd. containers per pickup	\$180.83
• Rolloff Compactor Containers- Disposal Weight Charge of \$44.20 per ton added for all tonnage over 6 tons (12,000 pounds)	
Trip Charge (Dry Run) - weekday	\$117.62
Trip Charge (Dry Run) - weekend	\$152.43
Haul charges -	
20 cu. yd. per load - weekday	\$329.21
20 cu. yd. per load - weekend	\$364.02
35 cu. yd. per load - weekday	\$460.71
35 cu. yd. per load - weekend	\$495.52
42 cu. yd. per load - weekday	\$513.67
42 cu. yd. per load - weekend	\$548.48
• Open Top Rolloff Containers- Disposal Weight Charge of \$44.20 per ton added for all tonnage over 6 tons (12,000 pounds)	
Delivery – weekday	\$117.62

Delivery – weekend	\$152.43
Trip Charge (Dry Run) - weekday	\$117.62
Trip Charge (Dry Run) - weekend	\$152.43
Weekly Rental	\$44.83
Monthly Rental	\$194.06
Haul charge to Melissa Landfill - weekday	\$533.40
Haul charge to Melissa Landfill - weekend	\$568.22

- Commercial Variable Fuel Adjustment Fee (VFAF)
The contractor may add a VFAF to commercial charges based on the following table.

City of Allen						
Commercial Fuel Adjustment						
June 1, 2013 to May 31, 2019						
Fuel Price	Fuel Surcharge Effective June 1, 2013	Fuel Surcharge Effective June 1, 2014	Fuel Surcharge Effective June 1, 2015	Fuel Surcharge Effective June 1, 2016	Fuel Surcharge Effective June 1, 2017	Fuel Surcharge Effective June 1, 2018
\$ 4.00	0.00%					
\$ 4.05	0.39%					
\$ 4.10	0.78%	0.00%				
\$ 4.15	1.17%	0.39%				
\$ 4.20	1.56%	0.78%	0.00%			
\$ 4.25	1.95%	1.17%	0.39%			
\$ 4.30	2.34%	1.56%	0.78%	0.00%		
\$ 4.35	2.73%	1.95%	1.17%	0.39%		
\$ 4.40	3.12%	2.34%	1.56%	0.78%	0.00%	
\$ 4.45	3.51%	2.73%	1.95%	1.17%	0.39%	
\$ 4.50	3.90%	3.12%	2.34%	1.56%	0.78%	0.00%
\$ 4.55	4.29%	3.51%	2.73%	1.95%	1.17%	0.39%
\$ 4.60	4.68%	3.90%	3.12%	2.34%	1.56%	0.78%
\$ 4.65	5.07%	4.29%	3.51%	2.73%	1.95%	1.17%
\$ 4.70	5.46%	4.68%	3.90%	3.12%	2.34%	1.56%
\$ 4.75	5.85%	5.07%	4.29%	3.51%	2.73%	1.95%
\$ 4.80	6.24%	5.46%	4.68%	3.90%	3.12%	2.34%
\$ 4.85	6.63%	5.85%	5.07%	4.29%	3.51%	2.73%
\$ 4.90	7.02%	6.24%	5.46%	4.68%	3.90%	3.12%
\$ 4.95	7.41%	6.63%	5.85%	5.07%	4.29%	3.51%
\$ 5.00	7.80%	7.02%	6.24%	5.46%	4.68%	3.90%
\$ 5.05	8.19%	7.41%	6.63%	5.85%	5.07%	4.29%
\$ 5.10	8.58%	7.80%	7.02%	6.24%	5.46%	4.68%
\$ 5.15	8.97%	8.19%	7.41%	6.63%	5.85%	5.07%
\$ 5.20	9.36%	8.58%	7.80%	7.02%	6.24%	5.46%
\$ 5.25	9.75%	8.97%	8.19%	7.41%	6.63%	5.85%
\$ 5.30	10.14%	9.36%	8.58%	7.80%	7.02%	6.24%
\$ 5.35	10.53%	9.75%	8.97%	8.19%	7.41%	6.63%
\$ 5.40	10.92%	10.14%	9.36%	8.58%	7.80%	7.02%
\$ 5.45	11.31%	10.53%	9.75%	8.97%	8.19%	7.41%
\$ 5.50	11.70%	10.92%	10.14%	9.36%	8.58%	7.80%
\$ 5.55	12.09%	11.31%	10.53%	9.75%	8.97%	8.19%
\$ 5.60	12.48%	11.70%	10.92%	10.14%	9.36%	8.58%
\$ 5.65	12.87%	12.09%	11.31%	10.53%	9.75%	8.97%
\$ 5.70	13.26%	12.48%	11.70%	10.92%	10.14%	9.36%
\$ 5.75	13.65%	12.87%	12.09%	11.31%	10.53%	9.75%
\$ 5.80	14.04%	13.26%	12.48%	11.70%	10.92%	10.14%
\$ 5.85	14.43%	13.65%	12.87%	12.09%	11.31%	10.53%
\$ 5.90	14.82%	14.04%	13.26%	12.48%	11.70%	10.92%
\$ 5.95	15.21%	14.43%	13.65%	12.87%	12.09%	11.31%

Fuel Price	Fuel Surcharge Effective June 1, 2013	Fuel Surcharge Effective June 1, 2014	Fuel Surcharge Effective June 1, 2015	Fuel Surcharge Effective June 1, 2016	Fuel Surcharge Effective June 1, 2017	Fuel Surcharge Effective June 1, 2018
\$ 6.00	15.60%	14.82%	14.04%	13.26%	12.48%	11.70%
\$ 6.05	15.99%	15.21%	14.43%	13.65%	12.87%	12.09%
\$ 6.10	16.38%	15.60%	14.82%	14.04%	13.26%	12.48%
\$ 6.15	16.77%	15.99%	15.21%	14.43%	13.65%	12.87%
\$ 6.20	17.16%	16.38%	15.60%	14.82%	14.04%	13.26%
\$ 6.25	17.55%	16.77%	15.99%	15.21%	14.43%	13.65%
\$ 6.30	17.94%	17.16%	16.38%	15.60%	14.82%	14.04%
\$ 6.35	18.33%	17.55%	16.77%	15.99%	15.21%	14.43%
\$ 6.40	18.72%	17.94%	17.16%	16.38%	15.60%	14.82%
\$ 6.45	19.11%	18.33%	17.55%	16.77%	15.99%	15.21%
\$ 6.50	19.50%	18.72%	17.94%	17.16%	16.38%	15.60%
\$ 6.55	19.89%	19.11%	18.33%	17.55%	16.77%	15.99%
\$ 6.60	20.28%	19.50%	18.72%	17.94%	17.16%	16.38%
\$ 6.65	20.67%	19.89%	19.11%	18.33%	17.55%	16.77%
\$ 6.70	21.06%	20.28%	19.50%	18.72%	17.94%	17.16%
\$ 6.75	21.45%	20.67%	19.89%	19.11%	18.33%	17.55%
\$ 6.80	21.84%	21.06%	20.28%	19.50%	18.72%	17.94%
\$ 6.85	22.23%	21.45%	20.67%	19.89%	19.11%	18.33%
\$ 6.90	22.62%	21.84%	21.06%	20.28%	19.50%	18.72%
\$ 6.95	23.01%	22.23%	21.45%	20.67%	19.89%	19.11%
\$ 7.00	23.40%	22.62%	21.84%	21.06%	20.28%	19.50%
\$ 7.05	23.79%	23.01%	22.23%	21.45%	20.67%	19.89%
\$ 7.10	24.18%	23.40%	22.62%	21.84%	21.06%	20.28%
\$ 7.15	24.57%	23.79%	23.01%	22.23%	21.45%	20.67%
\$ 7.20	24.96%	24.18%	23.40%	22.62%	21.84%	21.06%
\$ 7.25	25.35%	24.57%	23.79%	23.01%	22.23%	21.45%
\$ 7.30	25.74%	24.96%	24.18%	23.40%	22.62%	21.84%
\$ 7.35	26.13%	25.35%	24.57%	23.79%	23.01%	22.23%
\$ 7.40	26.52%	25.74%	24.96%	24.18%	23.40%	22.62%
\$ 7.45	26.91%	26.13%	25.35%	24.57%	23.79%	23.01%
\$ 7.50	27.30%	26.52%	25.74%	24.96%	24.18%	23.40%
\$ 7.55	27.69%	26.91%	26.13%	25.35%	24.57%	23.79%
\$ 7.60	28.08%	27.30%	26.52%	25.74%	24.96%	24.18%
\$ 7.65	28.47%	27.69%	26.91%	26.13%	25.35%	24.57%
\$ 7.70	28.86%	28.08%	27.30%	26.52%	25.74%	24.96%
\$ 7.75	29.25%	28.47%	27.69%	26.91%	26.13%	25.35%
\$ 7.80	29.64%	28.86%	28.08%	27.30%	26.52%	25.74%
\$ 7.85	30.03%	29.25%	28.47%	27.69%	26.91%	26.13%
\$ 7.90	30.42%	29.64%	28.86%	28.08%	27.30%	26.52%
\$ 7.95	30.81%	30.03%	29.25%	28.47%	27.69%	26.91%
\$ 8.00	31.20%	30.42%	29.64%	28.86%	28.08%	27.30%
\$ 8.05	31.59%	30.81%	30.03%	29.25%	28.47%	27.69%
\$ 8.10	31.98%	31.20%	30.42%	29.64%	28.86%	28.08%
\$ 8.15	32.37%	31.59%	30.81%	30.03%	29.25%	28.47%
\$ 8.20	32.76%	31.98%	31.20%	30.42%	29.64%	28.86%
\$ 8.25	33.15%	32.37%	31.59%	30.81%	30.03%	29.25%
\$ 8.30	33.54%	32.76%	31.98%	31.20%	30.42%	29.64%
\$ 8.35	33.93%	33.15%	32.37%	31.59%	30.81%	30.03%
\$ 8.40	34.32%	33.54%	32.76%	31.98%	31.20%	30.42%
\$ 8.45	34.71%	33.93%	33.15%	32.37%	31.59%	30.81%

Fuel prices cited are the Department of Energy diesel fuel prices for the Gulf Coast Region as published by the U.S. Energy Information Administration (www.eia.doe.gov). Surcharges are adjusted the first of each month based on the most recent weekly report for the prior month. If diesel fuel prices exceed \$8.45 per gallon, the surcharge percentage increases 0.39 percent for each \$0.05 increase in diesel fuel price.

3. SPECIAL COLLECTIONS

- **Appliances: Listed Below** \$30.17
Stoves, ovens, water heaters, furnaces, garbage compactors, etc.; refrigerators, freezers & ice makers (refrigerant professionally removed and certified)
- **Furniture: Listed Below** \$21.74
Couch, bed, love seat, tables, EZ chairs, etc.

4. COMMERCIAL SPECIAL SERVICES

- Mandatory commercial apartment recycling
Price per month per apartment unit charged to apartment owner/operator \$0.65
- 95-gallon ASL Recycling Cart- charge per month \$13.00
- Additional ASL Recycling Carts- charge per extra Cart per month \$10.42
- Franchisee will provide site specific fees for commercial recycling collections based on the type and volume of recyclables, the type of recycling container, and the frequency of collection

5. COMMERCIAL SPECIAL SERVICES

All commercial costs in paragraph 5 include the City of Allen's 15% Franchise Fee

- Deodorize containers – per cont. (Not subject to VFAF) \$62.97
- To unlock gates – per pickup \$8.83
- Caster container– per collection per container moved by contractor (≤ 4 cu. yd.) \$11.32
- Trip fee for caster containers not placed out for collection by customer \$35.29
- To unlock and/or open gates – per pickup \$8.83
- To unlock secured trash containers – per pickup \$8.83
- Signed receipts – per pickup \$8.83

6. OTHER CHARGES

- Returned check fee (Not subject to VFAF) \$25.00

SECTION 2. All provisions of the Resolutions of the City of Allen, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.

SECTION 4. This Resolution shall take effect from and after its passage except that service fees established herein shall take effect for services provided beginning June 1, 2017.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 23TH DAY OF MAY 2017.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

RESOLUTION NO. _____ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ESTABLISHING FEES AND RATES FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Code of Ordinances of the City of Allen authorizes the City Council to amend the fees and rates for solid waste and household hazardous waste collection services by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The City Council of the City of Allen, Texas, hereby establishes the following residential and commercial solid waste and household hazardous waste collection service fees:

1. RESIDENTIAL Solid Waste Services-

(Garbage, bulk, recycling, yard waste, Christmas tree haul, and Household Hazardous Waste (HHW))

Residential rate per month to CWD	\$7.23	\$7.38
Residential rate per month to City	\$15.59	
Senior rate (residential customers who are 65 years of age or older and who own or lease and occupy the residence) per month (20% discount from standard rate)	\$12.47	
Additional garbage poly-cart per month to CWD	\$4.10	\$4.19
Additional garbage poly-cart per month to City	\$8.89	
Additional recycle poly-cart per month to CWD	\$2.10	\$ 2.15
Additional recycle poly-cart per month to City	\$2.10	
Replace lost/stolen garbage or recycle poly-cart to CWD	\$76.04	\$77.71

2. COMMERCIAL Solid Waste Services-

All commercial costs in Paragraph 2 include the City of Allen's 15% Franchise Fee

• Side Loading Commercial Poly-Carts (All Disposal Weight Charges Included in Cost)

One (1) poly-cart per month	\$18.72
Two (2) poly-carts per month	\$35.00
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Each additional poly-cart thereafter	\$14.37

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Monthly rates:

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One time per week	\$93.22
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42 cu. yd. per load - weekday	\$513.67
42 cu. yd. per load - weekend	\$548.48
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\$ 4.05	0.39%					
\$ 4.10	0.78%	0.00%				
\$ 4.15	1.17%	0.39%				
\$ 4.20	1.56%	0.78%	0.00%			
\$ 4.25	1.95%	1.17%	0.39%			
\$ 4.30	2.34%	1.56%	0.78%	0.00%		
\$ 4.35	2.73%	1.95%	1.17%	0.39%		
\$ 4.40	3.12%	2.34%	1.56%	0.78%	0.00%	
\$ 4.45	3.51%	2.73%	1.95%	1.17%	0.39%	
\$ 4.50	3.90%	3.12%	2.34%	1.56%	0.78%	0.00%
\$ 4.55	4.29%	3.51%	2.73%	1.95%	1.17%	0.39%
\$ 4.60	4.68%	3.90%	3.12%	2.34%	1.56%	0.78%
\$ 4.65	5.07%	4.29%	3.51%	2.73%	1.95%	1.17%
\$ 4.70	5.46%	4.68%	3.90%	3.12%	2.34%	1.56%
\$ 4.75	5.85%	5.07%	4.29%	3.51%	2.73%	1.95%
\$ 4.80	6.24%	5.46%	4.68%	3.90%	3.12%	2.34%
\$ 4.85	6.63%	5.85%	5.07%	4.29%	3.51%	2.73%
\$ 4.90	7.02%	6.24%	5.46%	4.68%	3.90%	3.12%
\$ 4.95	7.41%	6.63%	5.85%	5.07%	4.29%	3.51%
\$ 5.00	7.80%	7.02%	6.24%	5.46%	4.68%	3.90%
\$ 5.05	8.19%	7.41%	6.63%	5.85%	5.07%	4.29%
\$ 5.10	8.58%	7.80%	7.02%	6.24%	5.46%	4.68%
\$ 5.15	8.97%	8.19%	7.41%	6.63%	5.85%	5.07%
\$ 5.20	9.36%	8.58%	7.80%	7.02%	6.24%	5.46%
\$ 5.25	9.75%	8.97%	8.19%	7.41%	6.63%	5.85%
\$ 5.30	10.14%	9.36%	8.58%	7.80%	7.02%	6.24%
\$ 5.35	10.53%	9.75%	8.97%	8.19%	7.41%	6.63%
\$ 5.40	10.92%	10.14%	9.36%	8.58%	7.80%	7.02%
\$ 5.45	11.31%	10.53%	9.75%	8.97%	8.19%	7.41%
\$ 5.50	11.70%	10.92%	10.14%	9.36%	8.58%	7.80%
\$ 5.55	12.09%	11.31%	10.53%	9.75%	8.97%	8.19%
\$ 5.60	12.48%	11.70%	10.92%	10.14%	9.36%	8.58%
\$ 5.65	12.87%	12.09%	11.31%	10.53%	9.75%	8.97%
\$ 5.70	13.26%	12.48%	11.70%	10.92%	10.14%	9.36%
\$ 5.75	13.65%	12.87%	12.09%	11.31%	10.53%	9.75%
\$ 5.80	14.04%	13.26%	12.48%	11.70%	10.92%	10.14%
\$ 5.85	14.43%	13.65%	12.87%	12.09%	11.31%	10.53%
\$ 5.90	14.82%	14.04%	13.26%	12.48%	11.70%	10.92%
\$ 5.95	15.21%	14.43%	13.65%	12.87%	12.09%	11.31%

Fuel Price	Fuel Surcharge Effective June 1, 2013	Fuel Surcharge Effective June 1, 2014	Fuel Surcharge Effective June 1, 2015	Fuel Surcharge Effective June 1, 2016	Fuel Surcharge Effective June 1, 2017	Fuel Surcharge Effective June 1, 2018
\$ 6.00	15.60%	14.82%	14.04%	13.26%	12.48%	11.70%
\$ 6.05	15.99%	15.21%	14.43%	13.65%	12.87%	12.09%
\$ 6.10	16.38%	15.60%	14.82%	14.04%	13.26%	12.48%
\$ 6.15	16.77%	15.99%	15.21%	14.43%	13.65%	12.87%
\$ 6.20	17.16%	16.38%	15.60%	14.82%	14.04%	13.26%
\$ 6.25	17.55%	16.77%	15.99%	15.21%	14.43%	13.65%
\$ 6.30	17.94%	17.16%	16.38%	15.60%	14.82%	14.04%
\$ 6.35	18.33%	17.55%	16.77%	15.99%	15.21%	14.43%
\$ 6.40	18.72%	17.94%	17.16%	16.38%	15.60%	14.82%
\$ 6.45	19.11%	18.33%	17.55%	16.77%	15.99%	15.21%
\$ 6.50	19.50%	18.72%	17.94%	17.16%	16.38%	15.60%
\$ 6.55	19.89%	19.11%	18.33%	17.55%	16.77%	15.99%
\$ 6.60	20.28%	19.50%	18.72%	17.94%	17.16%	16.38%
\$ 6.65	20.67%	19.89%	19.11%	18.33%	17.55%	16.77%
\$ 6.70	21.06%	20.28%	19.50%	18.72%	17.94%	17.16%
\$ 6.75	21.45%	20.67%	19.89%	19.11%	18.33%	17.55%
\$ 6.80	21.84%	21.06%	20.28%	19.50%	18.72%	17.94%
\$ 6.85	22.23%	21.45%	20.67%	19.89%	19.11%	18.33%
\$ 6.90	22.62%	21.84%	21.06%	20.28%	19.50%	18.72%
\$ 6.95	23.01%	22.23%	21.45%	20.67%	19.89%	19.11%
\$ 7.00	23.40%	22.62%	21.84%	21.06%	20.28%	19.50%
\$ 7.05	23.79%	23.01%	22.23%	21.45%	20.67%	19.89%
\$ 7.10	24.18%	23.40%	22.62%	21.84%	21.06%	20.28%
\$ 7.15	24.57%	23.79%	23.01%	22.23%	21.45%	20.67%
\$ 7.20	24.96%	24.18%	23.40%	22.62%	21.84%	21.06%
\$ 7.25	25.35%	24.57%	23.79%	23.01%	22.23%	21.45%
\$ 7.30	25.74%	24.96%	24.18%	23.40%	22.62%	21.84%
\$ 7.35	26.13%	25.35%	24.57%	23.79%	23.01%	22.23%
\$ 7.40	26.52%	25.74%	24.96%	24.18%	23.40%	22.62%
\$ 7.45	26.91%	26.13%	25.35%	24.57%	23.79%	23.01%
\$ 7.50	27.30%	26.52%	25.74%	24.96%	24.18%	23.40%
\$ 7.55	27.69%	26.91%	26.13%	25.35%	24.57%	23.79%
\$ 7.60	28.08%	27.30%	26.52%	25.74%	24.96%	24.18%
\$ 7.65	28.47%	27.69%	26.91%	26.13%	25.35%	24.57%
\$ 7.70	28.86%	28.08%	27.30%	26.52%	25.74%	24.96%
\$ 7.75	29.25%	28.47%	27.69%	26.91%	26.13%	25.35%
\$ 7.80	29.64%	28.86%	28.08%	27.30%	26.52%	25.74%
\$ 7.85	30.03%	29.25%	28.47%	27.69%	26.91%	26.13%
\$ 7.90	30.42%	29.64%	28.86%	28.08%	27.30%	26.52%
\$ 7.95	30.81%	30.03%	29.25%	28.47%	27.69%	26.91%
\$ 8.00	31.20%	30.42%	29.64%	28.86%	28.08%	27.30%
\$ 8.05	31.59%	30.81%	30.03%	29.25%	28.47%	27.69%
\$ 8.10	31.98%	31.20%	30.42%	29.64%	28.86%	28.08%
\$ 8.15	32.37%	31.59%	30.81%	30.03%	29.25%	28.47%
\$ 8.20	32.76%	31.98%	31.20%	30.42%	29.64%	28.86%
\$ 8.25	33.15%	32.37%	31.59%	30.81%	30.03%	29.25%
\$ 8.30	33.54%	32.76%	31.98%	31.20%	30.42%	29.64%
\$ 8.35	33.93%	33.15%	32.37%	31.59%	30.81%	30.03%
\$ 8.40	34.32%	33.54%	32.76%	31.98%	31.20%	30.42%
\$ 8.45	34.71%	33.93%	33.15%	32.37%	31.59%	30.81%

Fuel prices cited are the Department of Energy diesel fuel prices for the Gulf Coast Region as published by the U.S. Energy Information Administration (www.eia.doe.gov). Surcharges are adjusted the first of each month based on the most recent weekly report for the prior month. If diesel fuel prices exceed \$8.45 per gallon, the surcharge percentage increases 0.39 percent for each \$0.05 increase in diesel fuel price.

3. SPECIAL COLLECTIONS

- **Appliances: Listed Below** \$30.17
Stoves, ovens, water heaters, furnaces, garbage compactors, etc.; refrigerators, freezers & ice makers (refrigerant professionally removed and certified)
- **Furniture: Listed Below** \$21.74
Couch, bed, love seat, tables, EZ chairs, etc.

4. COMMERCIAL SPECIAL SERVICES

- Mandatory commercial apartment recycling
Price per month per apartment unit charged to apartment owner/operator \$0.65
- 95-gallon ASL Recycling Cart- charge per month \$13.00
- Additional ASL Recycling Carts- charge per extra Cart per month \$10.42
- Franchisee will provide site specific fees for commercial recycling collections based on the type and volume of recyclables, the type of recycling container, and the frequency of collection

5. COMMERCIAL SPECIAL SERVICES

All commercial costs in paragraph 5 include the City of Allen's 15% Franchise Fee

- Deodorize containers – per cont. (Not subject to VFAF) \$62.97
- To unlock gates – per pickup \$8.83
- Caster container– per collection per container moved by contractor (≤ 4 cu. yd.) \$11.32
- Trip fee for caster containers not placed out for collection by customer \$35.29
- To unlock and/or open gates – per pickup \$8.83
- To unlock secured trash containers – per pickup \$8.83
- Signed receipts – per pickup \$8.83

6. OTHER CHARGES

- Returned check fee (Not subject to VFAF) \$25.00

SECTION 2. All provisions of the Resolutions of the City of Allen, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.

SECTION 4. This Resolution shall take effect from and after its passage except that service fees established herein shall take effect for services provided beginning June 1, 2017.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 23TH DAY OF MAY 2017.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY



CommunityWasteDisposal.com
Since 1984



April 21, 2017

City of Allen
Stephen Massey
Community Service Director
305 Century Parkway
Allen, TX 75013-8042

RE: Market Adjustment Effective June 1, 2017

Dear Stephen:

In accordance with the Solid Waste, Collection, Disposal and Recycling Services contract, Community Waste Disposal LP (CWD) hereby requests that the City Council of the City of Allen formally consider the following residential market adjustment with an effective of June 1, 2017.

	Current 2016-2017 Rate	2017-2018 Compost Adjustment	2017-2018 2.2% CPI Adjustment	New 2017-2018 Rate
Residential Rate to Allen Residents	\$7.23	(\$0.01)	\$0.16	\$7.38
Additional Residential Trash Cart Pricing (Each)	\$4.10	N/A	\$0.09	\$4.19
Additional Residential Recycling Cart Pricing (Each)	\$2.10	N/A	\$0.05	\$2.15
Replace lost/stolen Trash or Recycle Cart (Each)	\$76.04	N/A	\$1.45	\$77.71

Back up information detailing our request for a 2017-2018 adjustment is attached. Included is a spreadsheet that details the residential compost recovery request-summary and the March-2017 CPI information from the Department of Labor.

If you have any questions concerning this matter, please feel free to contact me at 972.392.9300 extension 225.

Sincerely,

David Dalrymple

cc: Donna Kliever
Robert Medigovich
Greg Roemer
Dale Pound

Enc: CPI - Index
Compost Recovery
Schedule A

2010 California Crossing
Dallas, Texas 75220-2310
telephone
972.392.9300 • 817.795.9300
facsimile
972.392.9301

Southwest Consumer Price Index Indicators

CPI for All Urban Consumers (CPI-U): U.S. City Average, Dallas-Fort Worth, and Houston-Galveston-Brazoria, March 2017
(1982-84=100 unless otherwise noted)

Item and group	U.S. City Average				Dallas-Fort Worth				Houston-Galveston-Brazoria			
	Index	Percent change			Index	Percent change			Index	Percent change		
	Mar. 2017	12-month	1-month	2-month	Mar. 2017	12-month	1-month	2-month	Mar. 2017	12-month	1-month	2-month
All items	243.801	2.4	0.1	0.4	223.782	2.2		0.3				
Food and beverages	248.967	0.5	0.1	0.4	251.844	0.9		0.2				
Food	249.165	0.5	0.2	0.4	246.342	0.8		0.3				
Food at home	238.256	-0.9	0.1	0.4	217.199	-0.3	0.6	0.1	222.846	-0.3	0.4	0.3
Food away from home	267.055	2.4	0.2	0.4	291.101	1.9		0.4				
Alcoholic beverages	244.978	1.1	0.1	0.2	323.677	1.7		-0.6				
Housing	248.978	3.1	0.1	0.4	211.429	4.9		0.8				
Shelter	295.044	3.5	0.2	0.5	233.220	5.9	0.4	1.1	253.191	1.7	0.1	-0.4
Rent of primary residence (1)	304.868	3.9	0.2	0.5	246.079	6.4	-0.3	0.4	251.409	3.5	0.1	-0.3
Owners' equivalent rent of primary residences (1) (2)	302.259	3.5	0.2	0.4	249.231	5.3	0.2	0.8	232.992	0.9	-0.1	-0.8
Owners' equivalent rent of primary residence (1) (2)	302.242	3.5	0.2	0.4	249.231	5.3	0.2	0.8	232.992	0.9	-0.1	-0.8
Fuels and utilities	232.714	3.9	-0.4	0.1	219.103	4.0		-1.7				
Household energy	193.703	4.0	-0.6	0.0	198.187	3.6	-1.7	-2.5	133.777	12.0	-10.1	-14.1
Energy services (1) (3)	197.709	3.4	-0.6	0.0	194.793	3.5	-1.7	-2.7	131.359	12.1	-10.2	-14.3
Electricity (1)	205.692	1.6	-0.4	0.2	184.397	0.6	0.0	0.0	128.188	11.3	-12.1	-17.4
Utility (piped) gas service (1)	170.755	10.3	-1.3	-0.9	201.776	20.0	-9.0	-13.4	136.209	16.0	0.0	4.8
Household furnishings & operations	121.548	-0.7	0.0	0.1	124.180	-1.6		1.5				
Apparel	128.250	0.6	1.7	4.2	111.420	-0.9		5.6				
Transportation	200.091	4.6	0.5	0.4	197.464	1.8		-1.4				
Private transportation	194.890	4.9	0.4	0.2	199.128	1.8		-1.1				
Motor fuel	205.155	19.9	1.1	-1.0	202.844	17.0	3.1	-2.0	187.470	22.8	0.3	-2.7
Gasoline (all types)	204.217	19.9	1.1	-1.0	201.735	16.9	3.2	-2.0	187.495	22.7	0.2	-2.8
Medical care	474.561	3.5	0.0	0.6	432.217	0.2		1.7				
Recreation (4)	118.573	1.3	0.2	1.1	111.333	0.5		1.5				
Education and communication (4)	136.234	-2.2	-1.8	-2.0	136.285	-4.2		-3.4				
Other goods and services	428.336	1.8	0.1	0.2	391.596	1.1		1.0				
SPECIAL INDEXES (CPI-U)												
Energy	198.597	10.9	0.2	-0.5	201.905	9.8	0.6	-2.2	157.510	17.3	-5.0	-8.6
All items less shelter	226.469	1.8	0.0	0.3	220.079	0.5		-0.1				
All items less food and energy	251.290	2.0	0.1	0.5	226.864	1.8		0.6				
All items (1967 = 100)	730.320				701.993							
CPI FOR URBAN WAGE EARNERS AND CLERICAL WORKERS (CPI-W)												
All items	237.656	2.3	0.1	0.3	228.407	2.2		0.3				
All items (1967 = 100)	707.906				704.331							
<p>(1) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.</p> <p>(2) Index on a December 1982=100 base.</p> <p>(3) This index series was formerly titled Gas (piped) and electricity.</p> <p>(4) Index on a December 1997=100 base.</p> <p>Note: The Consumer Price Index (CPI) measures changes in prices of all goods and services purchased for consumption by urban households. The indexes for food at home, energy, and shelter are compiled monthly for Dallas-Fort Worth and Houston. Full surveys, which produce the All Items Indexes and major components, are compiled every two months. These full surveys are published for the odd-numbered months for Dallas-Fort Worth and for the even-numbered months for Houston.</p> <p>Southwest CPI Indicators: Previous Issues</p> <p>Southwest Homepage</p>												

[Schedule of Upcoming Releases for the Consumer Price Index](#)

**Community Waste Disposal
City of Allen
Residential Compost Recovery Request - Summary
04-18-2017**

2015	(January through December)		
	Compost Tip Fees (monthly average)	\$	4,580.63
	Compost Purchase & Delivery (monthly average)	\$	1,421.68
	Total Monthly Average Compost	\$	<u>6,002.31</u>
2016	(January through December)		
	Compost Tip Fees (monthly average)	\$	5,303.97
	Compost Purchase & Delivery (monthly average)	\$	1,010.33
	Total Monthly Average Compost	\$	<u>6,314.30</u>
Compost Cost Increase 2015 vs. 2016		\$	<u>311.99</u>
Amount Recovered through previous adjustments			
	6/1/2016	\$	<u>(518.40)</u>
Amount to be recovered (monthly)		\$	<u>(206.41)</u>
Allen house count (annual average 2016)			<u>27,573</u>
Cost per home adjustment (compost)		\$	<u><u>(0.01)</u></u>

CITY of ALLEN - Schedule "A"
Effective 06.01.17 (44.20 disposal)

	2019/2017 Allen Customer Rate	2016/2017 Net Rate to CWD	2017/2018 Disposal Adjustment	2017/2018 Compost Adjustment	2017/2018 CPI Adjustment 2.2%	2017/2018 Net Rate to CWD	2017/2018 Allen Customer Rate
Solid Waste Services							
I. Residential Collection (Includes Garbage, Bulk, Recycling, Compost)							
Residential Rate to Allen Residents	N/A	\$7.23	N/A	(\$0.01)	\$0.16	\$7.38	N/A
Additional Residential Trash Cart Pricing (Each)	N/A	\$4.10	N/A	N/A	\$0.09	\$4.19	N/A
Additional Residential Recycling Cart Pricing (Each)	N/A	\$2.10	N/A	N/A	\$0.05	\$2.15	N/A
Replace lost/stolen Trash or Recycle Cart (Each)	\$76.04	\$66.12	N/A	N/A	\$1.45	\$67.57	\$77.71
Commercial Cart							
First Poly-Cart	\$18.72	\$16.28	\$0.00	N/A	\$0.00	\$16.28	\$18.72
Two (2) Poly-Carts	\$35.00	\$30.43	\$0.00	N/A	\$0.00	\$30.43	\$35.00
Three (3) Poly-Carts	\$49.36	\$42.92	\$0.00	N/A	\$0.00	\$42.92	\$49.36
Price for Each additional Poly-Cart There After	\$14.37	\$12.50	\$0.00	N/A	\$0.00	\$12.50	\$14.37
Commercial Container Services							
3 Cubic Yard Container							
One time per week	\$93.22	\$81.06	\$0.00	N/A	\$0.00	\$81.06	\$93.22
Two times per week	\$180.68	\$157.11	\$0.00	N/A	\$0.00	\$157.11	\$180.68
Three times per week	\$248.92	\$216.45	\$0.00	N/A	\$0.00	\$216.45	\$248.92
4 Cubic Yard Container							
One time per week	\$102.17	\$88.84	\$0.00	N/A	\$0.00	\$88.84	\$102.17
Two times per week	\$191.92	\$166.89	\$0.00	N/A	\$0.00	\$166.89	\$191.92
Three times per week	\$278.13	\$241.85	\$0.00	N/A	\$0.00	\$241.85	\$278.13
Four times per week	\$354.00	\$307.83	\$0.00	N/A	\$0.00	\$307.83	\$354.00
6 Cubic Yard Container							
One time per week	\$126.16	\$109.70	\$0.00	N/A	\$0.00	\$109.70	\$126.16
Two times per week	\$236.28	\$205.46	\$0.00	N/A	\$0.00	\$205.46	\$236.28
Three times per week	\$337.81	\$293.75	\$0.00	N/A	\$0.00	\$293.75	\$337.81
Four times per week	\$430.73	\$374.55	\$0.00	N/A	\$0.00	\$374.55	\$430.73
Five times per week	\$515.04	\$447.86	\$0.00	N/A	\$0.00	\$447.86	\$515.04
Six times per week	\$589.48	\$512.59	\$0.00	N/A	\$0.00	\$512.59	\$589.48
8 Cubic Yard Container							
One time per week	\$148.68	\$129.29	\$0.00	N/A	\$0.00	\$129.29	\$148.68
Two times per week	\$276.45	\$240.39	\$0.00	N/A	\$0.00	\$240.39	\$276.45
Three times per week	\$396.27	\$344.58	\$0.00	N/A	\$0.00	\$344.58	\$396.27
Four times per week	\$506.20	\$440.17	\$0.00	N/A	\$0.00	\$440.17	\$506.20
Five times per week	\$606.35	\$527.26	\$0.00	N/A	\$0.00	\$527.26	\$606.35
Six times per week	\$696.56	\$605.70	\$0.00	N/A	\$0.00	\$605.70	\$696.56
Extra Pick-Ups							
3 cu. Yd. Containers	\$43.93	\$38.20	\$0.00	N/A	\$0.00	\$38.20	\$43.93
4 cu. Yd. Containers	\$46.29	\$40.25	\$0.00	N/A	\$0.00	\$40.25	\$46.29
6 cu. Yd. Containers	\$50.99	\$44.34	\$0.00	N/A	\$0.00	\$44.34	\$50.99
8 cu. yd. Containers	\$55.66	\$48.40	\$0.00	N/A	\$0.00	\$48.40	\$55.66
Refills							
3 cu. Yd. Containers	\$31.56	\$27.44	\$0.00	N/A	\$0.00	\$27.44	\$31.56
4 cu. Yd. Containers	\$33.78	\$29.37	\$0.00	N/A	\$0.00	\$29.37	\$33.78
6 cu. Yd. Containers	\$38.67	\$33.63	\$0.00	N/A	\$0.00	\$33.63	\$38.67
8 cu. Yd. Containers	\$43.37	\$37.71	\$0.00	N/A	\$0.00	\$37.71	\$43.37
Front Load Compactor (Rate per Pick Up)							
2 Cubic Yard	\$83.88	\$72.94	\$0.00	N/A	\$0.00	\$72.94	\$83.88
6 Cubic Yard	\$132.16	\$114.92	\$0.00	N/A	\$0.00	\$114.92	\$132.16
8 Cubic Yard	\$180.83	\$157.24	\$0.00	N/A	\$0.00	\$157.24	\$180.83

CITY of ALLEN - Schedule "A"
Effective 06.01.17 (44.20 disposal)

	2019/2017 Allen Customer Rate	2016/2017 Net Rate to CWD	2017/2018 Disposal Adjustment	2017/2018 Compost Adjustment	2017/2018 CPI Adjustment 2.2%	2017/2018 Net Rate to CWD	2017/2018 Allen Customer Rate
Solid Waste Services							
Rolloff Compactors							
Trip Charge (Dry Run) - weekday	\$117.62	\$102.28	N/A	N/A	\$0.00	\$102.28	\$117.62
Trip Charge (Dry Run) - weekend	\$152.43	\$132.55	N/A	N/A	\$0.00	\$132.55	\$152.43
20 cu. Yd. Per Load - weekday	\$329.21	\$286.27	\$0.00	N/A	\$0.00	\$286.27	\$329.21
20 cu. Yd. Per Load - weekend	\$364.02	\$316.54	\$0.00	N/A	\$0.00	\$316.54	\$364.02
35 cu. Yd. Per Load - weekday	\$460.71	\$400.62	\$0.00	N/A	\$0.00	\$400.62	\$460.71
35 cu. Yd. Per Load - weekend	\$495.52	\$430.89	\$0.00	N/A	\$0.00	\$430.89	\$495.52
42 cu. Yd. Per Load - weekday	\$513.67	\$446.67	\$0.00	N/A	\$0.00	\$446.67	\$513.67
42 cu. Yd. Per Load - weekend	\$548.48	\$476.94	\$0.00	N/A	\$0.00	\$476.94	\$548.48
** Plus \$44.20 Disposal Per Ton if over 12,000 lb.'s							
Open Top Rolloff Containers							
Delivery - weekday	\$117.62	\$102.28	N/A	N/A	\$0.00	\$102.28	\$117.62
Delivery - weekend	\$152.43	\$132.55	N/A	N/A	\$0.00	\$132.55	\$152.43
Trip Charge (Dry Run) - weekday	\$117.62	\$102.28	N/A	N/A	\$0.00	\$102.28	\$117.62
Trip Charge (Dry Run) - weekend	\$152.43	\$132.55	N/A	N/A	\$0.00	\$132.55	\$152.43
Weekly Rental	\$44.83	\$38.98	N/A	N/A	\$0.00	\$38.98	\$44.83
Monthly Rental	\$194.06	\$168.75	N/A	N/A	\$0.00	\$168.75	\$194.06
Haul Charge** (weekday)	\$533.40	\$463.83	\$0.00	N/A	\$0.00	\$463.83	\$533.40
Haul Charge** (weekend)	\$568.22	\$494.10	\$0.00	N/A	\$0.00	\$494.10	\$568.22
** Plus \$44.20 Disposal Per Ton if over 12,000 lb.'s							
Special Collections							
A. Appliances: listed below	\$30.17	\$26.23	N/A	N/A	\$0.00	\$26.23	\$30.17
Freezers and Refrigerators (Freon Removed)							
Stoves, Ovens, Water Heaters, Furnaces							
Garbage Compactors, Ice Makers and Etc.							
B. Furniture: listed below	\$21.74	\$18.90	N/A	N/A	\$0.00	\$18.90	\$21.74
Couch, Bed, Love Seat, Tables, EZ Chairs, Etc.							
Residential Apartment Recycling							
Price Per Apartment Unit	\$0.65	\$0.57	N/A	N/A	\$0.00	\$0.57	\$0.65
Commercial Special Services							
Deodorize containers - per cont.	\$62.97	\$54.76	N/A	N/A	\$0.00	\$54.76	\$62.97
To Unlock Gates - Per Pick-Up	\$8.83	\$7.68	N/A	N/A	\$0.00	\$7.68	\$8.83
Caster - Per Cont. (<4 cu. Yd.)	\$11.32	\$9.84	N/A	N/A	\$0.00	\$9.84	\$11.32
Locks - Per Pick Up	\$8.83	\$7.68	N/A	N/A	\$0.00	\$7.68	\$8.83
Signed Receipts - Per Pick-Up	\$8.83	\$7.68	N/A	N/A	\$0.00	\$7.68	\$8.83
Other Charges							
Returned Checks	\$25.00	\$25.00	N/A	N/A	N/A	\$25.00	\$25.00

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

May 23, 2017

SUBJECT:

Consider all Matters Incident and Related to the Issuance and Sale of City of Allen, Texas, General Obligation Bonds, Series 2017, Including the Adoption of an Ordinance Authorizing the Issuance of Such Bonds, Establishing Parameters for the Sale and Issuance of Such Bonds and Delegating Certain Matters to Authorized Officials of the City.

STAFF RESOURCE:

Eric Cannon, Chief Financial Officer
Chris Landrum, Budget Manager

ACTION PROPOSED:

Adopt an Ordinance Authorizing the Issuance of City of Allen, Texas, General Obligation Bonds, Series 2017, Establishing Parameters for the Sale and Issuance of Such Bonds and Delegating Certain Matters to Authorized Officials of the City.

BACKGROUND

Attached is a parameters Ordinance prepared by the City's bond counsel, Norton Rose Fulbright US LLP, that authorizes the issuance and sale of "City of Allen, Texas, General Obligation Bonds, Series 2017." The bonds are for the purpose of providing funds for construction, acquisition and improvements for projects that were authorized in the 2016 bond election. The dollar amount for the 2017 bond issue is currently established at \$13,000,000.

The bonds are for the purpose of providing funds for construction, acquisition and improvements for projects that were authorized in the 2016 bond election. The funding will support the following projects: Allen Public Library parking lot expansion, design for Central Fire Station Improvements, Firearms Training Center, and various street construction and reconstruction projects.

A parameter sale allows the City to take advantage of market conditions and pricing opportunities. The bonds are priced on a certain date and the pricing is approved by an appointed Pricing Officer of the City. The deal has to be structured within certain parameters indicated in the authorizing ordinance. Such parameters for the bonds include: the size to not to exceed \$13,000,000, the true interest cost rate not to exceed 4.0%, and the maximum maturity date for the bonds not to exceed twenty years from the date of the Bonds as required by the Bond Election.

The attached Ordinance sets the form, details of, and authorizes the issuance and delivery of the bonds. The bonds are obligations of the City and are payable from the levy of ad valorem taxes upon property within the City of Allen. The negotiated sale will be finalized with the authorized Pricing Officer approving the transaction after it has been structured. The Pricing Officers listed in the ordinance are the City Manager and the Chief Financial Officer. The plan is to price the bonds in late-June. If the timetable does not change, the plan is to

have the bond closing on July 26.

The City will apply to Moody's Investors Service, Inc., and Standard & Poor's Corporation (S&P) for ratings on the bond issue. Bond insurance will not be pursued since the City's underlying bond rating is AAA from S&P and Aaa from Moody's.

Due to the size of the issue, two underwriting firms are expected to be involved in the bond sale. Various documents such as the Bond Purchase Agreement, and Paying Agent/Registrar Agreement will be finalized and executed by the authorized Pricing Officer.

BUDGETARY IMPACT

Depending upon the final interest rates, the debt payment associated with the issuance of \$13,000,000 in new improvement bonds is expected to be an increase in the annual debt service amount of approximately \$1,100,000. The debt issuance will be structured to mature in 15 years. The debt payments will begin in fiscal year 2018.

STAFF RECOMMENDATION

Staff recommends the City Council adopt the Ordinance authorizing the issuance of "City of Allen, Texas, General Obligation Bonds, Series 2017"; establishing the parameters for the sale and issuance of such bonds; appointing Pricing Officers; delegating certain matters to authorized officials of the City; and the approval and distribution of an Official Statement.

MOTION

I make a motion to adopt Ordinance No. _____ authorizing the issuance of "City of Allen, Texas, General Obligation Bonds, Series 2017"; establishing the parameters for the sale and issuance of such bonds; and delegating certain matters to authorized officials of the City.

ATTACHMENTS:

Ordinance

ORDINANCE NO. _____

AN ORDINANCE authorizing the issuance of "CITY OF ALLEN, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2017"; levying a continuing direct annual ad valorem tax for the payment of said Bonds; and resolving other matters incident and related to the issuance, sale, payment, and delivery of said Bonds, including establishing parameters therefor and delegating matters relating to the sale and issuance of the Bonds to authorized City officials

WHEREAS, the City Council of the City of Allen, Texas (the "City"), hereby finds and determines that general obligation bonds approved and authorized to be issued at an election held May 7, 2016 be authorized to be issued at this time; a summary of the general obligation bonds authorized at said election, the principal amounts authorized, amounts being issued pursuant to this ordinance and amounts remaining to be issued will be set forth in the applicable Pricing Certificate (hereinafter referenced); and

WHEREAS, the Council hereby reserves and retains the right to issue the balance of unissued bonds approved at the May 7, 2016 as reflected in the Pricing Certificate in one or more installments when, in the judgment of the Council, funds are needed to accomplish the purposes for which such bonds were voted, and

WHEREAS, the City shall by this Ordinance, in accordance with the provisions of Texas Government Code, Chapter 1371, delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of Bonds to be issued and negotiate the terms of sale thereof and to negotiate the terms of sale thereof; and

WHEREAS, the City Council hereby finds and determines that it is a public purpose and in the best interests of the City to authorize the issuance of the bonds and the terms of such bonds to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer (hereafter designated), all in accordance with the provisions of Chapter 1371; now, therefore;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALLEN, TEXAS:

SECTION 1: Authorization - Series Designation - Principal Amount - Purpose - Bond Date. General obligation bonds of the City shall be and are hereby authorized to be issued in one or more series in the aggregate principal amount set forth in the applicable Pricing Certificate to be designated and bear the title "CITY OF ALLEN, TEXAS GENERAL OBLIGATION BONDS, SERIES 2017" (herein referred to as the "Bonds"), for the purposes of providing funds for permanent public improvements and public purposes, to wit: in the amount specified in the Pricing Certificate for acquiring, constructing, renovating, improving, expanding and equipping public safety facilities and the acquisition of land therefor, including fire stations and a police training facility, in the amount specified in the Pricing Certificate for acquiring, constructing, improving and equipping park and recreational facilities, including the acquisition of land therefor, in the amount specified in the Pricing Certificate for constructing, renovating, improving and expanding municipal library facilities, in the amount specified in the Pricing Certificate for acquiring, constructing, improving and maintaining streets, thoroughfares, bridges, alleyways and sidewalks within the City, including related storm drainage improvements, traffic signalization and signage, streetscaping and median improvements, and utility relocations and the acquisition of land and rights of way therefor, and in the amount

specified in the Pricing Certificate for public art projects, all as provided in the applicable Pricing Certificate and in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1331 and 1371, as amended. The Bonds shall be dated (the "Bond Date") as provided in the applicable Pricing Certificate.

SECTION 2: Fully Registered Obligations - Terms. The Bonds shall be issued as fully registered obligations, without coupons, and the Bonds (other than the Initial Bond(s) referenced in Section 8 hereof) shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered "R" and numbered consecutively from one (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the details of the Bonds as set forth in the Pricing Certificate.

The Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the applicable Pricing Certificate (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Bonds shall be payable in each year, on the dates, and commencing on the date, set forth in the applicable Pricing Certificate.

SECTION 3: Delegation of Authority to Pricing Officer. (a) As authorized Texas Government Code, Chapter 1371, as amended, the City Manager or Chief Financial Officer (either, a "Pricing Officer") is hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including determining the aggregate principal amount of the Bonds, the aggregate principal amount to be issued from each proposition, the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the record date, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, the terms of any bond insurance applicable to the Bonds, and all other matters relating to the issuance, sale, and delivery of the Bonds, including any modification of the Rule 15c2-12 continuing disclosure undertaking contained in Section 29 hereof, all of which shall be specified in the applicable Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$13,000,000;
- (ii) the true interest cost rate for the Bonds shall not exceed 4.00%;
- (iii) the maximum maturity date for the Bonds shall not exceed twenty (20) years from their date.

The execution of the applicable Pricing Certificate shall evidence the sale date of the Bonds by the City to the Purchasers (hereinafter defined).

(b) The delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days of the date hereof. The Pricing Officer may exercise such delegation on more than one occasion during such time period.

SECTION 4: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of the Paying Agent/Registrar for the Bonds shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The Bonds shall be payable at their Stated Maturities or upon their earlier redemption, only upon the presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices as provided in the Pricing Certificate (the "Designated Payment/Transfer Office") provided, however, while a Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest on a Bond shall be paid by the Paying Agent/Registrar to the Holders whose names appears in the Security Register at the close of business on the Record Date (which shall be set forth in the applicable Pricing Certificate) and such interest payments shall be made (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on one or more maturities of the Bonds on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such past due interest have been received from the City. Notice

of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder of the Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Bonds issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like maturity, and amount and in authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for assignment or transfer of any Bond (other than the Initial Bond(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds, executed on behalf of and furnished by the City, shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be of authorized denominations, of like Stated Maturity, and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond(s) authorized in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds, executed on behalf of and furnished by the City, to the Holder requesting the exchange.

All Bonds issued upon any such transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 30 hereof, and

such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 4 and 5 hereof relating to the payment and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement, and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representation, by and between the City and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement") relating to the Bonds.

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar, and payment of such Bonds shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under the City's seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officials on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officials of the City on the date of the adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an

authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

SECTION 8: Initial Bond(s). The Bonds herein authorized shall be initially issued either (i) as a single fully registered bond in the aggregate principal amount of the Bonds with principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1, or (ii) as multiple fully registered bonds, being one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas, and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and, with the Bonds to be completed and modified with the information set forth in the applicable Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer. The Pricing Certificate(s) shall set forth the final and controlling forms and terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bonds shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Bonds.

REGISTERED
NO. R-_____

PRINCIPAL AMOUNT
\$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF ALLEN
GENERAL OBLIGATION BOND
SERIES 2017

Bond Date: _____ Interest Rate: _____ Stated Maturity: _____ CUSIP No.: _____

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Allen (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of Collin, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____ and _____ in each year, commencing _____, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the

owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds") for the purpose of providing funds for permanent public improvements and public purposes, to wit: \$_____ for acquiring, constructing, renovating, improving, expanding and equipping public safety facilities and the acquisition of land therefor, including fire stations and a police training facility, \$_____ for acquiring, constructing, improving and equipping park and recreational facilities, including the acquisition of land therefor, \$_____ for constructing, renovating, improving and expanding municipal library facilities, \$_____ for acquiring, constructing, improving and maintaining streets, thoroughfares, bridges, alleyways and sidewalks within the City, including related storm drainage improvements, traffic signalization and signage, streetscaping and median improvements, and utility relocations and the acquisition of land and rights of way therefor, and \$_____ for public art projects, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207 and 1371, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

[The Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

<u>Term Bonds due</u>		<u>Term Bonds due</u>	
<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>

The particular Term Bonds of a Stated Maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Bonds of like Stated Maturity which, at least fifty (50) days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Bonds maturing on and after _____, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on _____, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to the date fixed for any redemption of Bonds, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Bond to be redeemed, in whole or in part, at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its principal sum) shall have been duly

called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for redemption. If a conditional notice of redemption is given and such prerequisites to the redemption or sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and

of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each registered owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City.

CITY OF ALLEN, TEXAS

COUNTERSIGNED:

Stephen Terrell, Mayor

Shelley B. George, City Secretary

(SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bonds only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER (
OF PUBLIC ACCOUNTS (
THE STATE OF TEXAS (REGISTER NO. _____

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

(SEAL)

Comptroller of Public Accounts
of the State of Texas

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered in the name of the Registered Owner shown above under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in _____ is the Designated Payment/Transfer Office for this Bond.

_____,
as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto
(Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number: _____)
_____ the within Bond and all rights thereunder, and hereby
irrevocably constitutes and appoints _____

attorney to transfer the within Bond on the books kept for registration thereof, with full power of
substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment
must correspond with the name of the
registered owner as it appears on the face
of the within Bond in every particular.

(a) The Initial Bond(s) shall be in the form set forth therefor in paragraph (b) of this
Section, except the form of a single registered Initial Bond shall be modified as follows:

Heading and paragraph one shall be amended to read as follows:

NO. T-1

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF ALLEN
GENERAL OBLIGATION BOND
SERIES 2017

Bond Date:

Registered Owner:

Principal Amount:

The City of Allen (hereinafter referred to as the "City"), a body corporate and political
subdivision in the County of Collin, State of Texas, for value received, acknowledges itself
indebted to and hereby promises to pay to the registered owner named above, or the registered
assigns thereof, the Principal Amount hereinabove stated on _____ in the
years and in principal installments in accordance with the following schedule:

Stated
Maturity

Principal
Installment

Interest
Rate(s)

(Information to be inserted from Pricing Certificate).

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal installments hereof from the _____ at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each _____ and _____ thereafter, until maturity or prior redemption. Principal installments of this Bond are payable in the year of maturity or on a redemption date to the registered owner hereof by _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in _____ (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

SECTION 10: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount is the greater) there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, sufficient to pay the Debt Service Requirements of the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the payment of the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the City and shall be deposited in the "SPECIAL SERIES 2017 GENERAL OBLIGATION BOND FUND" or such other fund as designated in the applicable Pricing Certificate (the "Interest and Sinking Fund") to be maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

PROVIDED, however, in regard to the payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date, if any, sufficient current funds will be available and are hereby appropriated to make such payments; and the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, Assistant Chief Financial Officer and City Secretary of the City, individually or jointly, are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such current

funds which, together with the accrued interest, if any, received from the initial purchasers, will be sufficient to pay the payments due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

The Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, Assistant Chief Financial Officer and City Secretary of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

SECTION 11: Mutilated – Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the City and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost, or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 12: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance and the applicable Pricing Certificate, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) non callable Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient

money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall, upon the request of the City, be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise provided in the Pricing Certificate, the term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable law that may be used to defease obligations such as the Bonds.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the Holders of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

SECTION 13: Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance, together with the applicable Pricing Certificate, shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section and in Section 31 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance or any provision in the Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders who own a majority of the aggregate of the principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance or any provision in the applicable Pricing Certificate; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

- (1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds deemed to be duly paid by the City in accordance with the provisions of Section 12 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"*Computation Date*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"*Investment*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"*Rebate Amount*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Regulations*" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"*Yield*" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed (or refinanced) directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on

investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the City shall pay to the United States from an appropriate fund, or if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, Assistant Chief Financial Officer, and City Secretary of the City, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as one or more of such persons deems necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption, or similar or other appropriate certificate, form, or document.

(k) Qualified Tax Exempt Obligations. The Pricing Officer is hereby authorized to designate in the Pricing Certificate the designation of the Bonds as "qualified tax-exempt obligations" in accordance with the provisions of the paragraph (3) of subsection (b) of Section 265 of the Code in the event the Bonds qualify for such designation and confirm that the Bonds are not "private activity bonds" as defined in the Code and confirm the amount of "tax-exempt obligations" to be issued by the City (including all subordinate entities of the City) for the calendar year in which the Bonds are issued will not exceed \$10,000,000.

SECTION 15: Sale of Bonds – Official Statement. The Bonds authorized by this Ordinance may be sold by the City to the purchaser(s) (herein referred to as the "Purchasers") by (i) negotiated sale, in accordance with one or more bond purchase agreements (each, a "Purchase Contract"), (ii) by private placement, in accordance with an agreement to purchase or other agreement, or (iii) by competitive bidding, in accordance with the successful bid submitted therefor, as determined by the Pricing Officer, in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract, agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable, for and on behalf of the City and as the act and deed of this City Council.

The Pricing Officer is hereby authorized and directed to execute said Purchase Contract for and on behalf of the City and as the act and deed of this City Council.

With regard to such terms and provisions of said Purchase Contract as a result of a negotiated sale, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of the public offering of the Bonds by the Purchasers;
3. The details of an Official Statement (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the City's Rule 15c2-12 compliance;
4. A security deposit for the Bonds;
5. The representations and warranties of the City to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the City under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the City;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Mayor and City Secretary of the City are further authorized and directed to manually or electronically execute and deliver for and on behalf of the City copies of one or more Preliminary Official Statements and Official Statements, prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such

final Official Statement in the form and content as approved by the Pricing Officer shall be deemed to be approved by the City Council of the City and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 16: Control and Custody of Bonds. The Mayor shall be and is hereby authorized to take and have charge of all necessary ordinances, resolutions, orders and records, including the definitive Bonds and the Initial Bonds, pending the investigation and approval of the Initial Bonds by the Attorney General of the State of Texas, and the registration of the Initial Bonds to the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, Assistant Chief Financial Officer, and City Secretary of the City, any one or more of said officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Bonds, including a certification as to facts, estimates, circumstances, and reasonable expectations pertaining to the use, expenditure, and investment of the proceeds of the Bonds, as may be necessary for the issuance of the Bonds, the approval of the Attorney General, the registration by the Comptroller of Public Accounts, and the delivery of the Bonds to the Purchaser and, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bonds to the Purchaser and the initial exchange thereof for definitive Bonds.

SECTION 17: Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance, amounts to pay municipal bond insurance premium, if any, any accrued interest received from the Purchasers of the Bonds) shall be deposited in a construction fund to be maintained at a City depository. Pending expenditure for authorized projects and purposes, such proceeds of sale deposited to the construction fund may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, including guaranteed investment contracts permitted in Texas Government Code, Section 2256.015, et seq, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the City Council. Any excess bond proceeds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund. Accrued interest and premium in the amount, if any, specified in the applicable Pricing Certificate received from the sale of the Bonds shall be deposited to the credit of the Interest and Sinking Fund. Such proceeds of sale may be invested in authorized investments and any investment earnings realized may be (with respect to the accrued interest received from the Purchasers) deposited in the Interest and Sinking Fund as shall be determined by the City Council of the City.

SECTION 18: Notices to Holders-Waiver. Wherever this Ordinance or the applicable Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance or the

applicable Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 19: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

SECTION 20: Bond Counsel Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Attorneys, Dallas, Texas, approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Bonds.

SECTION 21: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 22: Benefits of Ordinance. Nothing in this Ordinance or the Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof or the Pricing Certificate, this Ordinance and all of its provisions and the Pricing Certificate being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Holders.

SECTION 23: Inconsistent Provisions. All ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance or the applicable Pricing Certificate, are hereby repealed to the extent of such conflict, and the provisions of this Ordinance and the applicable Pricing Certificate shall be and remain controlling as to the matters contained herein and therein.

SECTION 24: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 25: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 26: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 27: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council of the City hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 28: Incorporation of Findings and Determinations. The findings and determinations of the City Council of the City contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 29: Continuing Disclosure Undertaking. The Pricing Officer is hereby authorized to determine whether a continuing disclosure undertaking is required in connection with the issuance of the Bonds. To the extent it is determined that an undertaking under the Rule is required, this Section 29 shall apply.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year of the City beginning in the year stated in the Pricing Certificate, financial information and operating data with respect to the City of the general type included in the final Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements within such twelve-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority

has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything to the contrary in this Ordinance, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status,

or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) hereof an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 30: Municipal Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

SECTION 31: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, Assistant Chief Financial Officer, and City Secretary, are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, Assistant Chief Financial Officer, City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance, including the Pricing Certificate: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 32: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 33: Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

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DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ALLEN,
COLLIN COUNTY, TEXAS, ON THIS THE 23RD DAY OF MAY, 2017.

CITY OF ALLEN, TEXAS

STEPHEN TERRELL
Mayor

ATTEST:

SHELLEY B. GEORGE
TRMC, City Secretary

(City Seal)

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2017 (this "Agreement"), by and between _____, a banking association duly organized and existing under the laws of the _____, or its successors or assigns (the "Bank") and the City of Allen, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Allen, Texas, General Obligation Bonds, Series 2017" (the "Securities"), dated _____, 2017, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2017; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 **Appointment.** The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 **Compensation.** As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 **Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Authorizing Document" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

"Bank Office" means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Financial Advisor" – means Estrada Hinojosa & Company, Inc.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

"Responsible Officer", when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 **Other Definitions**. The terms "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 **Duties of Paying Agent**. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02 **Payment Dates**. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 **Security Register - Transfers and Exchanges**. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable

regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 **Securities**. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 **Form of Security Register**. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 **List of Security Holders**. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 **Return of Cancelled Securities.** The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 **Mutilated, Destroyed, Lost or Stolen Securities.** The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 **Transaction Information to Issuer.** The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 **Duties of Bank.** The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 **Recitals of Issuer.** The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 **May Hold Securities.** The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 **Moneys Held by Bank - Paying Agent Account/Collateralization.** A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 **Indemnification**. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 **Interpleader**. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of Dallas, Texas.

Section 5.08 **DTC Services**. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 **Amendment**. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 **Assignment**. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 **Notices**. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page hereof.

Section 6.04 **Effect of Headings.** The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 **Successors and Assigns.** All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 **Severability.** In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 **Merger, Conversion, Consolidation, or Succession.** Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 **Benefits of Agreement.** Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 **Entire Agreement.** This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 **Termination.** This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 **Governing Law**. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By: _____

Title: _____

Address: _____

Attest:

Title: _____

CITY OF ALLEN, TEXAS

By: _____
Pricing Officer

Address: 305 Century Parkway
Allen, Texas 75013

ANNEX A