

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MARCH 4, 2024
5:00 PM**

- A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER DARON HOLLAND**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 19, 2024.**

Citizen Comments

B.1. CITIZEN COMMENTS

~~During this meeting, the City Council welcomes public comment~~ only on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Consent Agenda

C.1. CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Proclamations

D.1. PROCLAMATION

"Achievement of Excellence in Libraries Award" - 2023

Public Hearing

E.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6703

~~Abandoning a Portion of One (1) Twenty-Foot (20') Wide Water Main Easement Located in the Reuben Hendrix Survey, Abstract No. 504, said Portion is More Particularly Described in the Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes; the Water Main Easement is Established in Volume 1147, Page 341 of the Deed Records of Grayson County, Texas~~

Close Public Hearing and Consider Adoption of Ordinances

F.1. CLOSING OF PUBLIC HEARING

Consider Adoption of Ordinance Number 6703

F.2. ADOPTION OF ORDINANCE NO. 6648 (TABLED AT SEPTEMBER 18, 2023, REGULAR CITY COUNCIL MEETING)

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to

Allow a Smoke Shop in the C-2 (General Commercial) District, Located at 2201 Texoma Parkway, consisting of 0.382 acres in the Smith McGlothlin Survey, Abstract No. 808, being Lot 6, Block 9, Highland Park Addition, City of Sherman, Grayson County, Texas (Texoma Parkway, Salman Makojia, Owner; Dinesh Sood, Tenant; and Helvey-Wagner Surveying, Surveyor); Prescribing Conditions to the Specific Use Permit; Providing A Penalty Not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

Resolutions

G.1. RESOLUTION NO. 7268

Awarding a Bid to and Authorizing Execution of a Professional Services Agreement with Bureau Veritas for the Plan Review and Building Inspection Services for Sherman ISD Elementary School Projects

G.2. RESOLUTION NO. 7269

Authorizing Execution of a Professional Services Agreement with Wade Trim, Inc. for the 3116 - Street Maintenance Program (FY24)

Request to Advertise

H.1. *REQUEST TO ADVERTISE

Annual Water and Sewer Maintenance Supplies and Parts

H.2. *REQUEST TO ADVERTISE

Request to Advertise for Tennis Courts Improvements at Fairview Park

Other Business

I.1. OTHER BUSINESS

Review Solid Waste Fund

COUNCIL COMMENTS

EXECUTIVE SESSION

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

K.1. TEX. GOV'T CODE § 551.071

Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

Receive legal advice regarding Sun Sherman 185 TX LLC Proposal

K.2. TEX. GOV.'T CODE § 551.072

Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

K.3. TEX. GOV'T CODE § 551.073

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

K.4. TEX. GOV'T CODE § 551.074

Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

K.5. TEX. GOV'T CODE § 551.076

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

K.6. TEX. GOV'T CODE § 551.087

Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

Hospital

Harvest Hill

K.7. TEX. GOV'T CODE § 551.089

Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

COUNCIL CALENDAR

M.1.

2024 Council Calendar

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on March 1, 2024, at 4 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 1st day of March 2024. City of Sherman, Texas

City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time. All agenda items are subject to final action by the City Council.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

At the discretion of the City Council, non-agenda items under the headings of “Citizens Requests”, “Media Questions”, and “Council Concerns” may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session items on this agenda

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT LINDA ASHBY AT (903) 892-7204, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor

David Plyler

Deputy Mayor

Shawn C. Teamann

Council Members

Henry Marroquin, Council-At-Large, PL #1

Juston Dobbs, Council-At-Large, PL #2

Shawn C. Teamann, Council – District #1

Josh Stevenson, Council – District #2

Pamela L. Howeth, Council – District #3

Daron Holland, Council – District #4

STATE OF TEXAS §
 February 19, 2024
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on February 19, 2024.

MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR SHAWN TEAMANN.
 COUNCIL MEMBERS DOBBS, HOLLAND, HOWETH,
 MARROQUIN, STEVENSON.

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Plyler called the meeting to order at 5:00 p.m. The Pledge of Allegiance and Invocation were led by Mayor David Plyler.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of February 5, 2024. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Stevenson; All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

CITIZEN'S COMMENTS

SEVERAL ISSUES ADDRESSED

Peter Tracy, 705 S. Valentine, addressed several issues before the City Council:

- Potholes on Hwy 56, on Houston and Lamar Streets, through Sherman
- "Do Not Enter" signs on Houston and Lamar Streets, and who is responsible for them
- Reroute traffic on Houston, Lamar and Harrison Streets, to enhance traffic flow
- Children crossing at the Dewey and Lamar Street intersection
- Crutchfield Elementary School, will it be remodeled or completely rebuilt

**SEVERAL ISSUES
ADDRESSED**

CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Council Member Stevenson moved to approve the Consent Agenda, as presented. Second by Council Member Howeth. All present voted AYE.

SPECIAL PRESENTATIONS

RECEIVE UPDATE FROM TEXAS DEPARTMENT OF
TRANSPORTATION PARIS DISTRICT ENGINEER NOEL
PARAMANANTHAM ON TXDOT PROJECTS

**TXDOT PROJECT
UPDATE**

Noel Paramanantham, Paris District Engineer, Texas Department of Transportation, presented an update on the \$170 million project on Hwy 75 in Sherman, that began construction in 2020. The current schedule is for the project to be “substantially complete” by the end of June or mid-July, 2024.

He discussed the individual parts of the total project, with updates, as well as future projects, both funded and unfunded. The FM 1417 project is also on schedule.

Robby Hefton, City Manager, asked if the portion of FM 1417, from Hwy 75, about a mile west, needed to be expedited, what would be required on the City’s part. Mr. Paramanantham said any additional money the City could add would help the project.

RECEIVE REPORT FROM TAPS PUBLIC TRANSIT

Shellie White, General Manager, Texoma Area Paratransit System, presented a report on TAPS services, to six counties. She discussed fares charged and types of services offered.

TAPS REPORT

PROCLAMATION

“ENGINEER’S WEEK” - February 12-16, 2024

Mayor Plyler presented a proclamation to Tom Pruitt, President, Texas Society of Professional Engineers and City Utility Engineer, designating “Engineer’s Week.”

**UNITED ACTS OF
KINDNESS DAY
(FEB. 16, 2024)**

Mayor Plyler introduced Ordinance No. 6695 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.496 ACRES BEING LOTS 1, 2 AND 3 OF THE NORTHCREEK ADDITION IN THE ALEXANDER AND RICHARDS SURVEY, ABSTRACT NO. 42, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 5012-5020 KNOLLWOOD ROAD, HERETOFORE ZONED MF-30 (MULTI FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-2F (DUPLEX RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, YOUNG ENTERPRISES, LP AND JOSE MENJIVAR (OWNER) AND COPLEY LAND SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

**ORD 6695
ZONE CHANGE
(5012-5020
KNOLLWOOD RD)**

Rob Rae, Director of Development Services, said duplexes were originally allowed in the zoning district, however after the City changed the zoning districts, they would not be allowed.

Todd Young, President, Young Enterprises

Mr. Young said he represented one of the owners, who would like to start construction, and was available to answer any questions.

No other citizens appeared before the City Council to discuss Ordinance No. 6695.

Mayor Plyler introduced Ordinance No. 6696 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A MINI-WAREHOUSE (SELF STORAGE) IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 2007-2011 TEXOMA PARKWAY AND 2007 TEXOMA DRIVE, CONSISTING OF 5.924 ACRES BEING A REPLAT OF LOTS 1 AND 2, BLOCK A OF FIRST UNITED BANK ADDITION AND A PART OF LOT 5, BLOCK 2 OF TEAGUE INDUSTRIAL PARK UNIT NO. 2, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS IKON GROUP OPPORTUNITY ZONE FUND, LLC (OWNER), KENT HUGHLETT (REPRESENTATIVE) AND HELVEY-WAGNER SURVEYING (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6696
SUP FOR MINI-
WAREHOUSE
(2007-2011 TEXOMA
PKWY & 2007
TEXOMA DR)

Mr. Rae said this was a Specific Use Permit for a mini-warehouse.

No citizens appeared before the City Council to discuss Ordinance No. 6696.

Mayor Plyler introduced Ordinance No. 6697 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, REPEALING ORDINANCE 5358 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A CONTRACTORS OR CONSTRUCTION OFFICE, EQUIPMENT SALES, SERVICE, RENTAL AND REPAIR, WITH OUTDOOR STORAGE IN A C-2 DISTRICT/75&82 OVERLAY DISTRICT LOCATED AT 2816 TEXOMA PARKWAY, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS RISK FAMILY PARTNERSHIP (OWNER), DOYLE MOORE (REPRESENTATIVE) AND COPLEY LAND SURVEYING (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6697
SUP FOR
CONSTRUCTION
OFFICE & EQUIP
SALES, SERVICE
(2816 TEXOMA PKWY)

Mr. Rae said Good Earth Soil & Materials is currently operating at this location, and expanded their site. They previously had a Specific Use Permit that requires amendment with the expansion.

No citizens appeared before the City Council to discuss Ordinance No. 6697.

Mayor Plyler introduced Ordinance No. 6698 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A SCHOOLS;

ORD 6698
SUP FOR SCHOOL
(521 S. DEWEY AVE)

ELEMENTARY, HIGH, COLLEGE AND UNIVERSITIES, PUBLIC, PRIVATE, OR DENOMINATIONAL IN A R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 521 SOUTH DEWEY AVENUE, CONSISTING OF 9.863 ACRES BEING IN THE GEORGE B. PILANT SURVEY, ABSTRACT NUMBER 963, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS SHERMAN INDEPENDENT SCHOOL DISTRICT (OWNER), PHILIP VARUGHESE (REPRESENTATIVE), VLK ARCHITECTS (ARCHITECT) AND TEAGUE NALL & PERKINS (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this request was from the Sherman Independent School District to reconstruct Crutchfield Elementary School, which is anticipating 750 students.

Philip Varughese, Team Leader, Teague Nall and Perkins, Inc.

Mr. Varughese appeared representing the Sherman Independent School District, and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6698.

Mayor Plyler introduced Ordinance No. 6699 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A SCHOOL; ELEMENTARY, HIGH, COLLEGE AND UNIVERSITIES, PUBLIC, PRIVATE, OR DENOMINATIONAL IN A R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 501 WEST TAYLOR STREET, CONSISTING OF 11.333 ACRES BEING IN THE J. B. McANAIR SURVEY, ABSTRACT NUMBER 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS SHERMAN INDEPENDENT SCHOOL DISTRICT (OWNER), PHILIP VARUGHESE (REPRESENTATIVE), VLK ARCHITECTS (ARCHITECT) AND TEAGUE NALL & PERKINS (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6699
SUP FOR SCHOOL
(501 W. TAYLOR ST)

Mr. Rae said this was similar to the last item, but for Fairview Elementary School.

Mr. Varughese was also available if the Council had any questions on this request.

No other citizens appeared before the City Council to discuss Ordinance No. 6699.

Mayor Plyler introduced Ordinance No. 6700 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 2.61 ACRES BEING A PART OF THE J.B McANAIR SURVEY, ABSTRACT NO. 763 AND THE SMITH McGLOTHLIN SURVEY, ABSTRACT NO. 808, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1800 TEAGUE STREET, HERETOFORE ZONED M-1 (LIGHT MANUFACTURING) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT ZONING CLASSIFICATION, ONE GRAND CENTRE, LLC (OWNER), AMANDA NORTH (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6700
ZONE CHANGE
(1800 TEAGUE ST)

Mr. Rae said the property owner of One Grand Centre would like to rezone the location to allow certain uses that weren't allowed in the original zone.

Amanda North, Building Operations Manager, One Grand Centre, appeared representing the request, and was available to answer any questions.

No other citizens appeared before the City Council to discuss Ordinance No. 6700.

Mayor Plyler introduced Ordinance No. 6701 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING THE PLATTED RIGHT OF WAY KNOWN AS SPARROW LANE BETWEEN CROCKETT STREET AND WALNUT STREET, IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS BEING SHOWN IN VOLUME 19, PAGE 55 AND VOLUME 25, PAGE 559, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS TRACT "1" AND TRACT "2" IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, SAID PROPERTY SHALL BE RESERVED AS AN UTILITY EASEMENT FOR PUBLIC AND FRANCHISE UTILITIES FOR THE RIGHT OF INGRESS AND EGRESS TO SAME FOR PURPOSES OF OPERATION, MAINTENANCE, OR REMOVAL OF SUCH UTILITIES OR UNTIL SUCH UTILITIES SHALL BE ABANDONED OR RELOCATED.

ORD 6701
CLOSE & ABANDON
PLATTED R-O-W
(SPARROW LN,
BETWEEN CROCKETT
& WALNUT ST)

Wayne Lee, Director of Engineering, said St. Marty Catholic Church owns the property on both sides of Sparrow Lane, and has requested to abandon this narrow public right-of-way, for safety purposes. If abandoned, the right-of-way will be maintained as a public utility easement.

Father Martin Castañeda, St. Mary's Catholic Church

Father Castañeda said they would like to close the street for safety purposes. Their parishioners and students cross the street from one facility to another, and he was worried for their safety. They would like to build a walkway across the abandoned street.

No other citizens appeared before the City Council to discuss Ordinance No. 6701.

Mayor Plyler introduced Ordinance No. 6702 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF U.S HIGHWAY 75 AND THE ADJACENT FRONTAGE ROADS IN THE CORPORATE LIMITS OF SHERMAN, GRAYSON COUNTY, TEXAS, FIXING PENALTIES FOR VIOLATION THEREOF; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 6702
SPEED LIMIT
(HWY 75 &
FRONTAGE RDS)

Mr. Lee said TxDOT is beginning construction on another section of Hwy 75, from Hwy 82, north into Denison. This request would lower the speed limits in this new construction zone.

No citizens appeared before the City Council to discuss Ordinance No. 6702.

The Public Hearing was closed.

Ordinance 6695

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.496 ACRES BEING LOTS 1, 2 AND 3 OF THE NORTHCREEK ADDITION IN THE ALEXANDER AND RICHARDS SURVEY, ABSTRACT NO. 42, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 5012-5020 KNOLLWOOD ROAD, HERETOFORE ZONED MF-30 (MULTI FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-2F (DUPLX RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, YOUNG ENTERPRISES, LP AND JOSE MENJIVAR (OWNER) AND COPLEY LAND SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6695
ZONE CHANGE
(5012-5020
KNOLLWOOD RD)

Ordinance 6696

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A MINI-WAREHOUSE (SELF STORAGE) IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 2007-2011 TEXOMA PARKWAY AND 2007 TEXOMA DRIVE, CONSISTING OF 5.924 ACRES BEING A REPLAT OF LOTS 1 AND 2, BLOCK A OF FIRST UNITED BANK ADDITION AND A PART OF LOT 5, BLOCK 2 OF

ORD 6696
SUP FOR MINI-
WAREHOUSE
(2007-2011 TEXOMA
PKWY & 2007
TEXOMA DR)

TEAGUE INDUSTRIAL PARK UNIT NO. 2, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS IKON GROUP OPPORTUNITY ZONE FUND, LLC (OWNER), KENT HUGHLETT (REPRESENTATIVE) AND HELVEY-WAGNER SURVEYING (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ordinance 6697

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, REPEALING ORDINANCE 5358 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A CONTRACTORS OR CONSTRUCTION OFFICE, EQUIPMENT SALES, SERVICE, RENTAL AND REPAIR, WITH OUTDOOR STORAGE IN A C-2 DISTRICT/75&82 OVERLAY DISTRICT LOCATED AT 2816 TEXOMA PARKWAY, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS RISK FAMILY PARTNERSHIP (OWNER), DOYLE MOORE (REPRESENTATIVE) AND COPLEY LAND SURVEYING (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6697
SUP FOR
CONSTRUCTION
OFFICE & EQUIP
SALES, SERVICE
(2816 TEXOMA PKWY)

Ordinance 6698

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A SCHOOLS; ELEMENTARY, HIGH, COLLEGE AND UNIVERSITIES, PUBLIC, PRIVATE, OR DENOMINATIONAL IN A R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 521 SOUTH DEWEY AVENUE, CONSISTING OF 9.863 ACRES BEING IN THE GEORGE B. PILANT SURVEY, ABSTRACT NUMBER 963, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS SHERMAN INDEPENDENT SCHOOL DISTRICT (OWNER), PHILIP VARUGHESE (REPRESENTATIVE), VLK ARCHITECTS (ARCHITECT) AND TEAGUE NALL & PERKINS (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6698
SUP FOR SCHOOL
(521 S. DEWEY AVE)

Ordinance 6699

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A SCHOOL; ELEMENTARY, HIGH, COLLEGE AND UNIVERSITIES, PUBLIC, PRIVATE, OR DENOMINATIONAL IN A R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 501 WEST TAYLOR STREET, CONSISTING OF 11.333 ACRES BEING IN THE J. B. McANAIR SURVEY, ABSTRACT NUMBER 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS SHERMAN INDEPENDENT SCHOOL

ORD 6699
SUP FOR SCHOOL
(501 W. TAYLOR ST)

DISTRICT (OWNER), PHILIP VARUGHESE (REPRESENTATIVE), VLK ARCHITECTS (ARCHITECT) AND TEAGUE NALL & PERKINS (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ordinance 6700

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 2.61 ACRES BEING A PART OF THE J.B McANAIR SURVEY, ABSTRACT NO. 763 AND THE SMITH McGLOTHLIN SURVEY, ABSTRACT NO. 808, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1800 TEAGUE STREET, HERETOFORE ZONED M-1 (LIGHT MANUFACTURING) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT ZONING CLASSIFICATION, ONE GRAND CENTRE, LLC (OWNER), AMANDA NORTH (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6700
ZONE CHANGE
(1800 TEAGUE ST)

Ordinance 6702

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF U.S HIGHWAY 75 AND THE ADJACENT FRONTAGE ROADS IN THE CORPORATE LIMITS OF SHERMAN, GRAYSON COUNTY, TEXAS, FIXING PENALTIES FOR VIOLATION THEREOF; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 6702
SPEED LIMIT
(HWY 75 &
FRONTAGE RDS)

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Ordinance Nos. 6695, 6696, 6697, 6698, 6699, 6700, and 6702, as presented.

Second by Council Member Stevenson.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6701

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING THE PLATTED RIGHT OF WAY KNOWN AS SPARROW LANE BETWEEN CROCKETT STREET AND WALNUT STREET, IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS BEING SHOWN IN VOLUME 19, PAGE 55 AND VOLUME 25, PAGE 559, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS TRACT "1" AND TRACT "2" IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, SAID PROPERTY SHALL BE RESERVED AS AN UTILITY EASEMENT FOR PUBLIC AND FRANCHISE UTILITIES FOR THE RIGHT OF INGRESS AND

ORD 6701
CLOSE & ABANDON
PLATTED R-O-W
(SPARROW LN,
BETWEEN CROCKETT
& WALNUT ST)

EGRESS TO SAME FOR PURPOSES OF OPERATION, MAINTENANCE, OR REMOVAL OF SUCH UTILITIES OR UNTIL SUCH UTILITIES SHALL BE ABANDONED OR RELOCATED.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance No. 6701, as presented. Second by Deputy Mayor Teamann.
VOTING AYE: Dobbs, Holland, Howeth, Stevenson, Teamann.
VOTING NAY: None.
ABSTAIN: Marroquin.
MOTION CARRIED.

RESOLUTION NO. 7257 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC BASED ON AN INVITATION TO BID FOR THE 1ST STREET TO ROSEDALE SEWER REPLACEMENT
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC, BASED ON AN INVITATION TO BID FOR THE 1ST STREET TO ROSEDALE SEWER REPLACEMENT.

RES 7257
ROSEDALE ST
SEWER REPLACEMENT

Travis Overturf, Civil Engineer, explained that this main was identified for replacement because of a capacity issue. The existing parallel mains will be removed and replaced with a single main. The project will be funded through the Greater Texoma Utility Authority.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 7257, as presented. Second by Deputy Mayor Teamann.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7258 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD BID PACKAGE 07-002 TO KIEWIT WATER FACILITIES SOUTH CO. FOR THE ABOVE GROUND ELECTRICAL AT THE SOUTH WASTEWATER TREATMENT PLANT
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD AMENDMENT 5.00 - BID PACKAGE 07-002 TO KIEWIT WATER FACILITIES SOUTH CO. FOR THE ABOVE GROUND ELECTRICAL.

RES 7258
SOUTH WWTP

Clint Philpott, Assistant City Manager, said this bid was for the Above Ground Electrical at the South Wastewater Treatment Plant. The guaranteed maximum price (GMP) will be a little over \$20 million, and is the seventh bid package, accounting for about 80% to 85% of the total project cost.

Because of the fast pace of the project, the City does not have final construction drawings yet. There may be some progressive

change orders on the project, in the future. Total GMP of the project is projected to be between \$280 million and \$300 million.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 7258, as presented. Second by Council Member Dobbs.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 2759 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE SOLICITATION SET TWO (SS#2) TO GARNEY COMPANIES, INC. FOR BID PACKAGE 2.01 - DECANT PUMP STATION CONSTRUCTION FOR THE WATER TREATMENT PLANT CONCENTRATE DISCHARGE SYSTEM PROJECT

**RES 7259
WATER TREATMENT
PLANT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE SOLICITATION SET TWO (SS#2) TO GARNEY CONSTRUCTION INC. FOR BID PACKAGE 2.01 – DECANT PUMP STATION CONSTRUCTION FOR THE WATER TREATMENT PLANT CONCENTRATE DISCHARGE SYSTEM PROJECT.

Mr. Pruitt said this bid is for construction of the Decant Pump Station, at the Water Treatment Plant. The project will be funded through GTUA.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 7259, as presented. Second by Council Member Howeth.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7260 -- AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR - CRIMINAL JUSTICE DIVISION TO FUND THE PURCHASE OF RIFLE-RESISTANT BODY ARMOR FOR THE SHERMAN POLICE DEPARTMENT

**RES 7260
POLICE BODY
ARMOR GRANT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR – CRIMINAL JUSTICE DIVISION TO FUND THE PURCHASE OF RIFLE-RESISTANT BODY ARMOR FOR THE SHERMAN POLICE DEPARTMENT.

CONSENT AGENDA.

RESOLUTION NO. 7261 -- ACCEPTING THE CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC AS COMPLETE FOR THE CONSTRUCTION OF THE NORTHWEST SEWER LIFT STATION AS COMPLETE

**RES 7261
NORTHWEST SEWER
LIFT STATION**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH LYNN VESSELS

CONSTRUCTION, LLC FOR THE NORTHWEST LIFT STATION
CONSTRUCTION AS COMPLETE.
CONSENT AGENDA.

RESOLUTION NO. 7262 -- APPROVING THE GREATER TEXOMA
UTILITY AUTHORITY'S INTENTION TO AWARD THE LAKE
TEXOMA PS VALVE PROCUREMENT PACKAGE NO. SHM23287.3
TO FERGUSON WATERWORKS FOR THE LAKE TEXOMA PUMP
STATION EXPANSION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY
AUTHORITY'S INTENTION TO AWARD THE LAKE TEXOMA PS VALVE
PROCUREMENT PACKAGE NO. SHM23287.3 TO FERGUSON
WATERWORKS FOR THE LAKE TEXOMA PUMP STATION
EXPANSION.

CONSENT AGENDA.

RES 7262
LAKE TEXOMA
PUMP STATION
EXPANSION

RESOLUTION NO. 7263 -- AUTHORIZING EXECUTION OF AN
AGREEMENT WITH M&G HOME BUILDERS LLC FOR THE
ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE
CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 515
NORTH EAST STREET WITHIN THE CITY OF SHERMAN
REINVESTMENT ZONE, NUMBER 10 (#10)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN
AGREEMENT WITH M&G HOME BUILDERS LLC FOR THE
ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE
CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 515
NORTH EAST STREET WITHIN CITY OF SHERMAN
REINVESTMENT ZONE, NUMBER TEN (#10).

CONSENT AGENDA.

RES 7263
RESIDENTIAL TAX
ABATEMENT
(515 N. EAST ST)

RESOLUTION NO. 7264 -- ACCEPTING THE CONTRACT WITH
LYNN VESSELS CONSTRUCTION, LLC AS COMPLETE FOR THE
CONSTRUCTION OF THE NORTHWEST SEWER AND FORCE MAIN
AS COMPLETE

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SHERMAN,
TEXAS, ACCEPTING THE CONTRACT WITH LYNN VESSELS
CONSTRUCTION, LLC FOR THE NORTHWEST SEWER AND FORCE
MAIN AS COMPLETE.

CONSENT AGENDA.

RES 7264
NORTHWEST SEWER
& FORCE MAIN

RESOLUTION NO. 7265 -- AUTHORIZING EXECUTION OF AN
AGREEMENT WITH M&G HOME BUILDERS LLC FOR THE
ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE
CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 514
NORTH COLBERT AVENUE WITHIN THE CITY OF SHERMAN
REINVESTMENT ZONE, NUMBER TEN (#10)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN
AGREEMENT WITH M&G HOME BUILDERS LLC FOR THE
ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE
CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 514
NORTH COLBERT AVENUE WITHIN CITY OF SHERMAN
REINVESTMENT ZONE, NUMBER TEN (#10).

CONSENT AGENDA.

RES 7265
RESIDENTIAL TAX
ABATEMENT
(514 N. COLBERT AVE)

RESOLUTION NO. 7266 -- APPROVING AMENDED BYLAWS OF THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION

RES 7266
SEDCO BYLAWS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AMENDED BYLAWS OF THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

CONSENT AGENDA.

RESOLUTION NO. 7267 -- APPROVING AND ADOPTING AN AMENDMENT TO THE ARTICLES OF INCORPORATION OF THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION, OPERATION PURSUANT TO CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE

RES 7267
SEDCO ARTICLES OF
INCORPORATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND ADOPTING AN AMENDMENT TO THE ARTICLES OF INCORPORATION OF THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION, OPERATING PURSUANT TO CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

CONSENT AGENDA.

REQUEST TO ADVERTISE
ANNUAL WATER AND SEWER MAINTENANCE SUPPLIES AND PARTS

REQUEST TO ADV
WATER & SEWER
MAINTENANCE
PARTS & SUPPLIES

The City Council approved the Request to Advertise for water and sewer supplies and parts for annual maintenance work.

CONSENT AGENDA.

DODGE RAM AMBULANCE CHASSIS

AMBULANCE CHASSIS

The City Council approved the Request to Advertise for the purchase of a new Dodge Ram chassis to be installed with an MICU box for use at the Fire Department.

CONSENT AGENDA.

PAYMENT AUTHORIZATION
AUTHORIZING PAYMENT TO RUBICON GLOBAL, LLC FOR SOFTWARE AS A SERVICE UTILIZED BY SOLID WASTE DEPARTMENT IN THE AMOUNT OF \$56,450.25 FOR YEAR 2 OF SERVICE

SOLID WASTE
SOFTWARE

The City Council approved payment in the amount of \$56,450.25, to Rubicon Global, LLC, for software as a service used by the Solid Waste Department. Payment is for two years of service, on software that is used for routing and management for Solid Waste's residential and commercial pickup.

CONSENT AGENDA.

OTHER BUSINESS
RECEIVE UPDATE ON ONGOING PROJECTS IN THE CITY OF SHERMAN

PROJECT UPDATE

Nate Strauch, Community and Support Services Manager, presented a drone update on the City's ongoing projects. The update covered the following projects:

- Hwy 75 (August 2020 - Now)
- FM 1417
- Heritage Ranch PD
- Hickory Hill
- SW Sherman Housing Developments
 - Sherman Heights
 - Greenway Addition
 - Quail Run/The Preserve
 - Hidden Meadows
 - West Center Development
 - Stone Creek
 - The Grove
 - Pebblebrook
- SE Sherman Housing Developments
 - Travis Heights
 - Bel Air Beach Club
 - Bel Air Village
 - Luella Crossing
 - Industrial Wastewater Plant
 - Lake Texoma Pump Station
 - Global Wafers
 - Texas Instruments

REPAIR AND REWORK OF THE SHEPARD #1 WOODBINE WELL UNDER EMERGENCY DESIGNATION

The City Council approved the repair and rework of the Shepard #1 Woodbine Well, under emergency designation. The well has failed and doesn't have a good circuit. The bearing has also failed and caused additional damage, including the downhole pipes. Estimated cost to repair the well is approximately \$222,947.

CONSENT AGENDA.

WELL REPAIR
(SHEPARD #1
WOODBINE WELL)

REPAIR AND REWORK OF THE OLD SETTLERS #1 TRINITY WELL UNDER EMERGENCY DESIGNATION

The City Council approved the repair and rework of the Old Settlers #1 Trinity Well, under emergency designation. The well was found to have a short circuit and a worn out thrust bearing. The pump shaft was broken and had caused considerable damage, and the pipe has thread damage and pitting on the column pipe. Estimated cost to repair the well is approximately \$276,584.

CONSENT AGENDA.

WELL REPAIR
(OLD SETTLERS #1
TRINITY WELL)

REPAIR AND REWORK OF THE DORCHESTER #10 TRINITY WELL UNDER EMERGENCY DESIGNATION

The City Council approved the repair and rework of the Dorchester #10 Trinity Well, under emergency designation. It is recommended to replace the pumping equipment with new power cable, 450-feet of new production pipe, and a new high temperature pump. Estimated cost to repair the well is approximately \$479,813.

CONSENT AGENDA.

WELL REPAIR
(DORCHESTER #10
TRINITY WELL)

**REPAIR AND REWORK OF THE DORCHESTER #8 TRINITY WELL
UNDER EMERGENCY DESIGNATION**

The City Council approved the repair and rework of the Dorchester #8 Trinity Well, under emergency designation. The well was making excessive amounts of sand, which was detrimental to the pumping equipment. Estimated cost to repair the well is approximately \$400,669 for the pumping equipment and \$347,439 for the liner repair.

CONSENT AGENDA.

WELL REPAIR
(DORCHESTER #8
TRINITY WELL)

**APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS
AND COMMISSIONS**

TAX INCREMENT REINVESTMENT ZONE #7 BOARD (9)

Mary Lawrence, Director of Finance, said the Tax Increment Reinvestment Zone #7 Board was amended at the last Council Meeting to update the board composition to nine members, including five members of the City Council, the City Manager, a representative from Grayson County, the State Representative, and the State Senator.

TIRZ #7 BOARD

Currently, Mayor Plyler, Council Member Howeth, and Council Member Holland serve on the board.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to appoint Josh Stevenson, and Juston Dobbs, the State Senator and the State Representative, to the TIRZ Board #7, for a term from February 20, 2024 to November 2024. Second by Council Member Howeth.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

Mayor Plyler said the Executive Session was not needed for the Sherman Economic Development Corporation Board of Directors reappointments

**SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD
(2)**

ACTION TAKEN.

Motion by Deputy Mayor Teamann to reappoint Gail Utter and Scott Bandemir to the Sherman Economic Development Corporation Board of Directors, for a term from October 1, 2023 to October 1, 2026. Second by Council Member Stevenson.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

SEDCO

COUNCIL COMMENTS

- Congratulations to the Engineers for Engineer's Week. (Daron Holland)

COUNCIL COMMENTS

ANNOUNCEMENTS

Mayor Plyler announced the following:

- Clint Philpot was honored as “Engineer of the Year”, by the Northeast Texas Chapter of the Texas Society of Professional Engineers.
- The Sherman Symphony will hold their Winter Concert on March 2, 2024, with Sarah McRae and Jackie VanZant providing commentary on the Red Carpet Entrance.

ANNOUNCEMENTS

EXECUTIVE SESSION – IN ACCORDANCE WITH CHAPTER 551, GOVT. CODE, V.T.C.S., (OPEN MEETINGS LAW)

THE CITY COUNCIL WILL NOW HOLD AN EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF THE OPEN MEETINGS LAW, CHAPTER 551, GOVERNMENT CODE, VERNONS TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN THE FOLLOWING SECTIONS.

EXECUTIVE SESSION

TEX. GOV'T CODE § 551.071 --

SEEKING THE ADVICE OF ITS ATTORNEY ABOUT PENDING OR CONTEMPLATED LITIGATION, SETTLEMENT OFFERS OR ANY MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE CITY COUNCIL UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE TEXAS OPEN MEETINGS ACT

TEX. GOV'T CODE § 551.072 --

DELIBERATING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.073 --

DELIBERATING A NEGOTIATED CONTRACT FOR A PROSPECTIVE GIFT OR DONATION TO THE CITY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.074 --

DELIBERATING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE; OR TO HEAR A COMPLAINT OR CHARGE AGAINST AN OFFICER OR EMPLOYEE UNLESS THE OFFICER OR EMPLOYEE WHO IS THE SUBJECT OF THE DELIBERATION OR HEARING REQUESTS A PUBLIC HEARING

- A) Sherman Economic Development Corporation Board (2)

TEX. GOV'T CODE § 551.076 --

DELIBERATING THE DEPLOYMENT, OR SPECIFIC OCCASIONS FOR IMPLEMENTATION, OF SECURITY PERSONNEL OR DEVICES OR A SECURITY AUDIT

TEX. GOV'T CODE § 551.087 –
DISCUSSING OR DELIBERATING COMMERCIAL OR FINANCIAL
INFORMATION THAT THE CITY HAS RECEIVED FROM A
BUSINESS PROSPECT THAT THE CITY SEEKS TO HAVE LOCATE,
STAY OR EXPAND IN OR NEAR THE CITY AND WITH WHICH THE
CITY IS CONDUCTING ECONOMIC DEVELOPMENT
NEGOTIATIONS; OR DELIBERATING THE OFFER OF A FINANCIAL
OR OTHER INCENTIVE TO A BUSINESS PROSPECT

- A) Sherman Crossroads
- B) Bel Air Village

TEXAS GOV'T CODE § 551.089 --
DELIBERATING SECURITY ASSESSMENTS OR DEPLOYMENTS
RELATING TO INFORMATION RESOURCES TECHNOLOGY,
NETWORK SECURITY INFORMATION, OR THE DEPLOYMENT OR
SPECIFIC OCCASIONS FOR IMPLEMENTATION OF SECURITY
PERSONNEL, CRITICAL INFRASTRUCTURE OR SECURITY
DEVICES

On Motion duly made and carried, the Open Meeting recessed and
reconvened in Executive Session at 6:23 p.m.

On Motion duly made and carried, the Executive Session recessed
at 7:33 p.m. and reconvened in Open Meeting.

OPEN MEETING

Reconvene into Open Meeting and take action, if any, on items
discussed in Executive Session.

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at
7:34 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

Texoma Area Paratransit System, Inc.

TAPS Public Transit



Presented by
Shellie White – General Manager

WHO ARE WE?

TAPS is a general public transportation provider. It was founded in 1986 and serves six counties in North Texas. The agency is a political subdivision of the State of Texas and receives funding through the Federal Transit Administration (FTA) and Texas Department of Transportation (TXDOT).

Services Provided – TAPS is **curb to curb** demand response only Monday through Friday 6am to 6pm. Customers should call 48 hours in advance.

Vision – Connecting People to Life

Info and Fares

- **Average Fare is \$2 (no price increase since 1986)**
- **No Application needed to ride**
- **We now have ride vouchers - for agency purchase only**
- **www.tapsbus.com**

GET-A-RIDE ON-DEMAND CURB-TO-CURB SERVICE IN-TOWN TRIPS	ONE- WAY	ROUND TRIP
General Public	\$2	\$4
Students 12+, (Children Under 12 with parental permission)	\$1	\$2
Disabled or Senior 60+	\$1	\$2
Get-A-RIDE ON-DEMAND CURB-TO-CURB SERVICE OUT OF TOWN TRIPS	ONE- WAY	ROUND TRIP
General Public	\$3	\$6
Students 12+, Children Under 12 (with parental permission)	\$1.50	\$3
Disabled or Senior 60+	\$1.50	\$3
Get-A-RIDE ON-DEMAND CURB-TO-CURB SERVICE OUT-OF-COUNTY TRIPS	ONE- WAY	ROUND TRIP
General Public	\$4	\$8
Students 12+, Children Under 12 (with parental permission)	\$2	\$4
Disabled or Senior 60+	\$2	\$4

Counties Served



Grayson County FY23 Services

Service Totals FY23				% of Total Service	% of Grayson
	Total Service	Total Grayson	Sherman		
Completed Trips	32,702	19,696	10,892	33%	55%
Passengers Carried	34,600	20,772	11,338	33%	55%
Total Service Miles	454,830	231,689	106,330	23%	46%
Total Service Hours	22,881	12,809	6,025	26%	47%
Passengers Per Hour	1.51	1.62	1.88		
Miles Per Trip	13.91	11.76	9.76		

Services Provided Comparison

Total Transit Service

- **1,771 Average Miles travelled per day**
- **89 Average Service Hours per day**
- **135 Average Passengers per day**

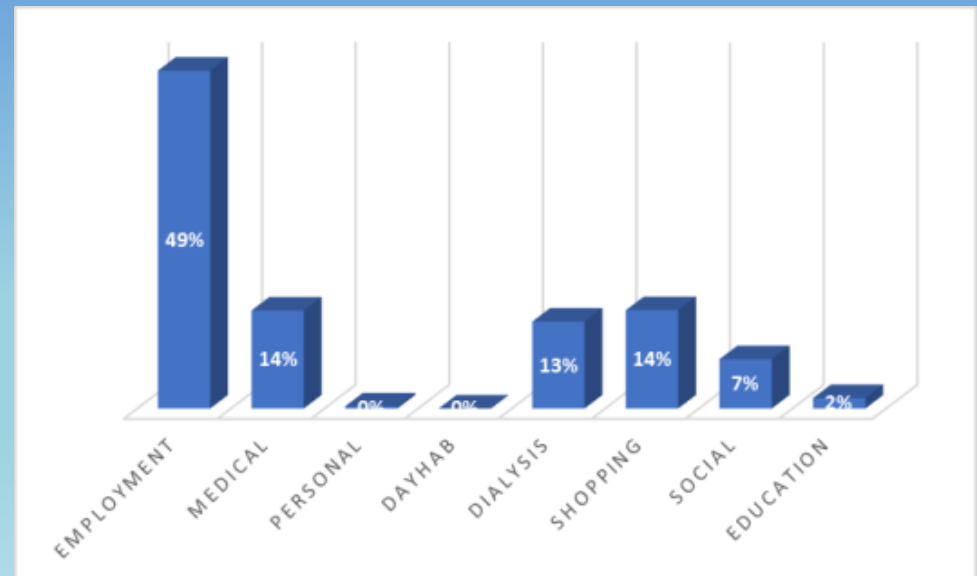
Sherman Totals

- **407 Average Miles travelled per day**
- **20 Average Service Hours per day**
- **45 Average Passengers per day**

Breakdown of Persons Served

Percentage Breakdown of Persons Served in City of Sherman Only	
% Elderly and/or Disabled	91%
% General Public	9%

Connecting People to Life



Funding per FY23 Audited Financials

Federal Funds	\$1,847,034
State Funds	\$918,057
Local Contributions	\$233,140
Fares	\$43,092
	\$3,041,323
 Cost of Program	 \$3,312,346
 Deficit	 \$(271,023)

*** Urban Funding partially provided by Federal Cares Act**

****City of Sherman contributions make up 27% of local contributions received and cover about 2% of costs of program.**



TAPS Summary of Major Projects

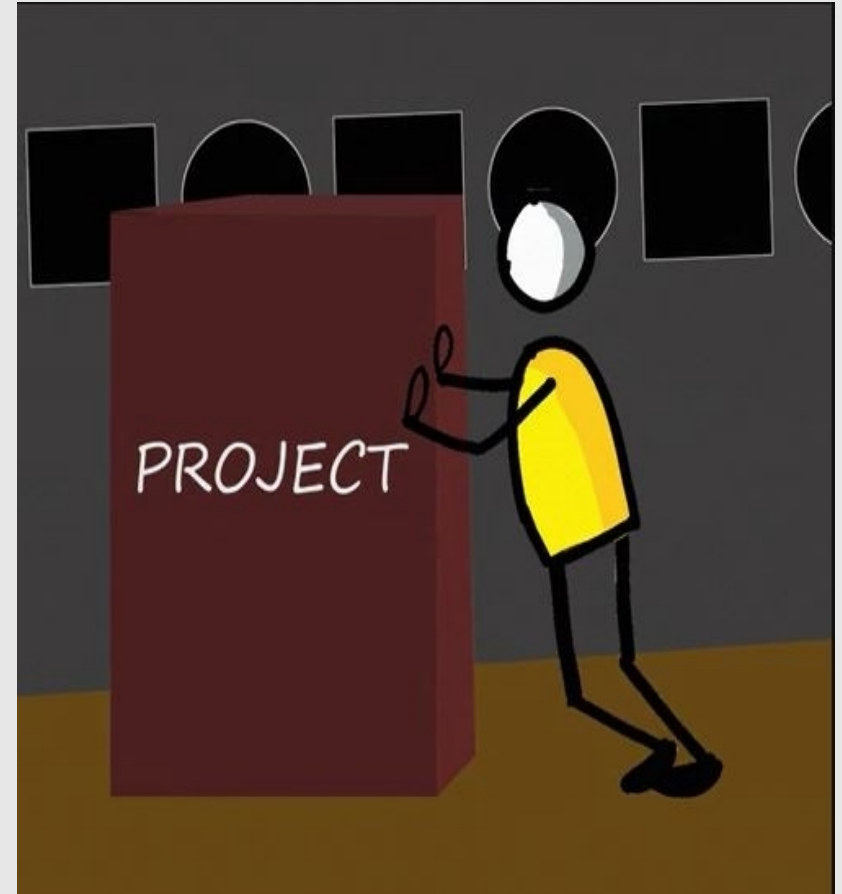
■ New Operations Facility on Texoma Parkway

Construction bid process to begin in March.

■ Fixed Route Study – Phase III

Six Routes in Sherman – Denison were suggested during Phase II

Phase III to begin by October 2024



Thank You For Your Time





City Council Regular Meeting

Agenda Item No. C.1.

Meeting Date: 3/4/2024

Prepared By:

Approved By:

Caption:

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Issue:

H. 1. ***REQUEST TO ADVERTISE**
Annual Water and Sewer Maintenance Supplies and Parts

H. 2. ***REQUEST TO ADVERTISE**
Request to Advertise for Tennis Courts Improvements at Fairview Park

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 3/4/2024

Prepared By: Melissa Eason, Library Services Administrator

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Achievement of Excellence in Libraries Award" - 2023

Issue:

The Sherman Public Library was recently awarded the "Achievement of Excellence in Libraries Award" for 2022, from the Texas Municipal Library Directors Association.

Background:

Each year the Texas Municipal Library Directors Association confers the Achievement of Library Excellence Award for outstanding contributions to public libraries in Texas. Out of approximately 542 public libraries in Texas, only 73 received this award in 2023. The Sherman Public Library has met the requirements of excellence and has been awarded the designation for 2023.

Origination:

The City Council would like to recognize the Sherman Public Library staff for this achievement

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

Staff recommendation is to present a proclamation recognizing the Sherman Public Library for their hard work and dedication to the citizens of Sherman

Alternatives:

The Council could choose not to present the proclamation.

Attachments:

1. Library Excellence Award 2023

Proclamation

WHEREAS, public libraries play vital roles in the education, recreation, and empowerment of local communities, and

WHEREAS, libraries continue to level the playing field for all who seek information and access to technologies, and

WHEREAS, each year the Texas Municipal Library Directors Association confers the Achievement of Library Excellence Award for outstanding contributions to public libraries in Texas, and

WHEREAS, the Texas Municipal Library Directors Association Achievement of Library Excellence Award is open to Texas Public Library Directors and the member libraries they represent, and

WHEREAS, applicants must exhibit excellence by providing services to underserved and special populations; marketing in innovative ways; pursuing collaborative efforts; continually enhancing its services; supporting literacy, digital inclusion, and workforce development; providing cultural, topical, and educational programming; and comprehensively training its staff, and

WHEREAS, of the approximately 545 public libraries that exist in Texas, only 84 received this award in 2023, and

WHEREAS, the Sherman Public Library has met the requirements of excellence and been awarded the 2023 Texas Municipal Library Directors Association Achievement of Library Excellence Award.

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby recognize

**THE SHERMAN PUBLIC LIBRARY
ON THEIR RECEIPT OF THE
ACHIEVEMENT OF LIBRARY EXCELLENCE AWARD
FOR 2023**

and encourage all citizens to visit the library and enjoy the many programs and services offered.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 4th day of March, 2024.

Mayor

ATTEST:

Jinda Ashby
City Clerk





City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 3/4/2024

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6703

Abandoning a Portion of One (1) Twenty-Foot (20') Wide Water Main Easement Located in the Reuben Hendrix Survey, Abstract No. 504, said Portion is More Particularly Described in the Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes; the Water Main Easement is Established in Volume 1147, Page 341 of the Deed Records of Grayson County, Texas

Issue:

To consider the abandonment of a portion of (1) Twenty-foot (20') Water Main Easement located in the Reuben Hendrix Survey in the City of Sherman, County of Grayson, Texas

Background:

Said portion of easement, which is filed of record in Volume 1147, Page 341 of the Deed Records of Grayson County, Texas, is not being utilized and is no longer deemed necessary. The easement is located within the former Sher-den Mall site, just east of Texoma Parkway north of US Highway 82.

Origination:

Property Owner

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of the portion of one (1) 20' water main easement abandonment

Alternatives:

As may be directed by City Council

Attachments:

1. Ordinance No. 6703
2. Abandonment Request Letter - Partial Water Line Easement
3. Aerial Location Map

ORDINANCE NO. 6703

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A PORTION OF ONE (1) TWENTY-FOOT (20') WIDE WATER MAIN EASEMENT LOCATED IN THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504, SAID PORTION IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES; THE WATER MAIN EASEMENT IS ESTABLISHED IN VOLUME 1147, PAGE 341 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas has received a request to abandon a portion of one (1) Twenty-foot (20') wide Water Main Easement, as described herein; and

WHEREAS, the Water Main Easement is established in Volume 1147, Page 341 of the Deed Records of Grayson County, Texas; and

WHEREAS, the City Council has held a public hearing on the proposed abandonment and the abutting property owner(s) of the proposed abandonment have been notified; and

WHEREAS, the City Council has investigated and determined that all persons who own property adjacent to the easement concur and agree with the proposed abandonment; and

WHEREAS, the City Council has investigated and determined that the easements are no longer needed; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to abandon the City's right and interest in the easements, and that such action will benefit the public generally.

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

SECTION 1. That the portion of the Water Main Easement described on the Exhibit "A" attached hereto and made a part hereof for all purposes, is hereby abandoned.

SECTION 2. That it is the intent of the City Council that the City's rights and interests in such portion of the easement is hereby vacated.

SECTION 3. The abandonment approved by this Ordinance does not relinquish any right arising other than from the plat or other instrument creating the public easement or right-of-way, nor does this Ordinance create new rights.

SECTION 4. That the City Clerk is hereby directed to file and record this Ordinance after its adoption in the Official Public Records of Grayson County, Texas.

SECTION 5. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place, and purpose of said meetings were given all as required by law.

SECTION 6. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 8. This Ordinance shall become effective immediately upon its passage and adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 4th day of March 2024.

ADOPTED on this the 4th day of March 2024.

EFFECTIVE DATE on this the 4th day of March 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EASEMENT ABANDONMENT

Reuben Hendrix Survey, Abstract No. 504
City of Sherman, Grayson County, Texas

LEGAL DESCRIPTION

Being a 0.075 acre tract of land out of the Reuben Hendrix Survey, Abstract No. 504, situated in the City of Sherman, Grayson County, Texas, being a portion of a called 1.119 acre tract of land conveyed to Club Car Wash Sherman Texoma, LLC by deed of record in Document Number 2023-14871 of the Official Records of Grayson County, Texas, also being a portion of that certain Water Main Easement (W.M.E.) of record in Volume 1147, Page 341 of said Official Records, and being more particularly described by metes and bounds as follows:

COMMENCING at an "X" cut found in the East right-of-way line of Texoma Parkway (State Highway 91 - 150-foot right-of-way), being the Northwest corner of Lot 1, Block A, QT 1915 Addition, a subdivision of record in Document Number 2023-65 of the Plat Records of Grayson County, Texas, and being the Southwest corner of said 1.119 acre tract;

THENCE, S61°23'33"E, leaving the East right-of-way line of Texoma Parkway, along the North line of said Lot 1 and the common South line of said 1.119 acre tract, a distance of 247.50 feet to the **POINT OF BEGINNING** in the West line of said W.M.E., for the Southwest corner hereof;

THENCE, N28°43'16"E, leaving the North line of said Lot 1, over and across said 1.119 acre tract, along the West line of said W.M.E., a distance of 162.50 feet to a point in the North line of said 1.119 acre tract, for the Northwest corner hereof;

THENCE, S61°23'33"E, along the North line of said 1.119 acre tract, over and across said W.M.E., a distance of 20.00 feet to a point in the East line of said W.M.E., for the Northeast corner hereof, from which a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northeast corner of said 1.119 acre tract bears S61°23'33"E, a distance of 32.17 feet;

THENCE, S28°43'16"W, over and across said 1.119 acre tract, along the East line of said W.M.E., a distance of 162.50 feet to a point in the North line of said Lot 1 and the common South line of said 1.119 acre tract, for the Southeast corner hereof, from which a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southeast corner of said 1.119 acre tract bears S61°23'33"E, a distance of 32.50 feet;

THENCE, N61°23'33"W, along the North line of said Lot 1 and the common South line of said 1.119 acre tract, over and across said W.M.E., a distance of 20.00 feet to the **POINT OF BEGINNING**, and containing an area of 0.075 of an acre (3,250 square feet) of land.

Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

PAGE 1 OF 2

		EAGLE SURVEYING, LLC 222 S. ELM STREET SUITE: 200 DENTON, TX 76201 (940) 222-3009 TX FIRM # 10194177
JOB NUMBER	DRAWN BY	DATE
2301.032-04	TER	02/14/2024

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas.


Caleb McCanlies
R.P.L.S. # 7036

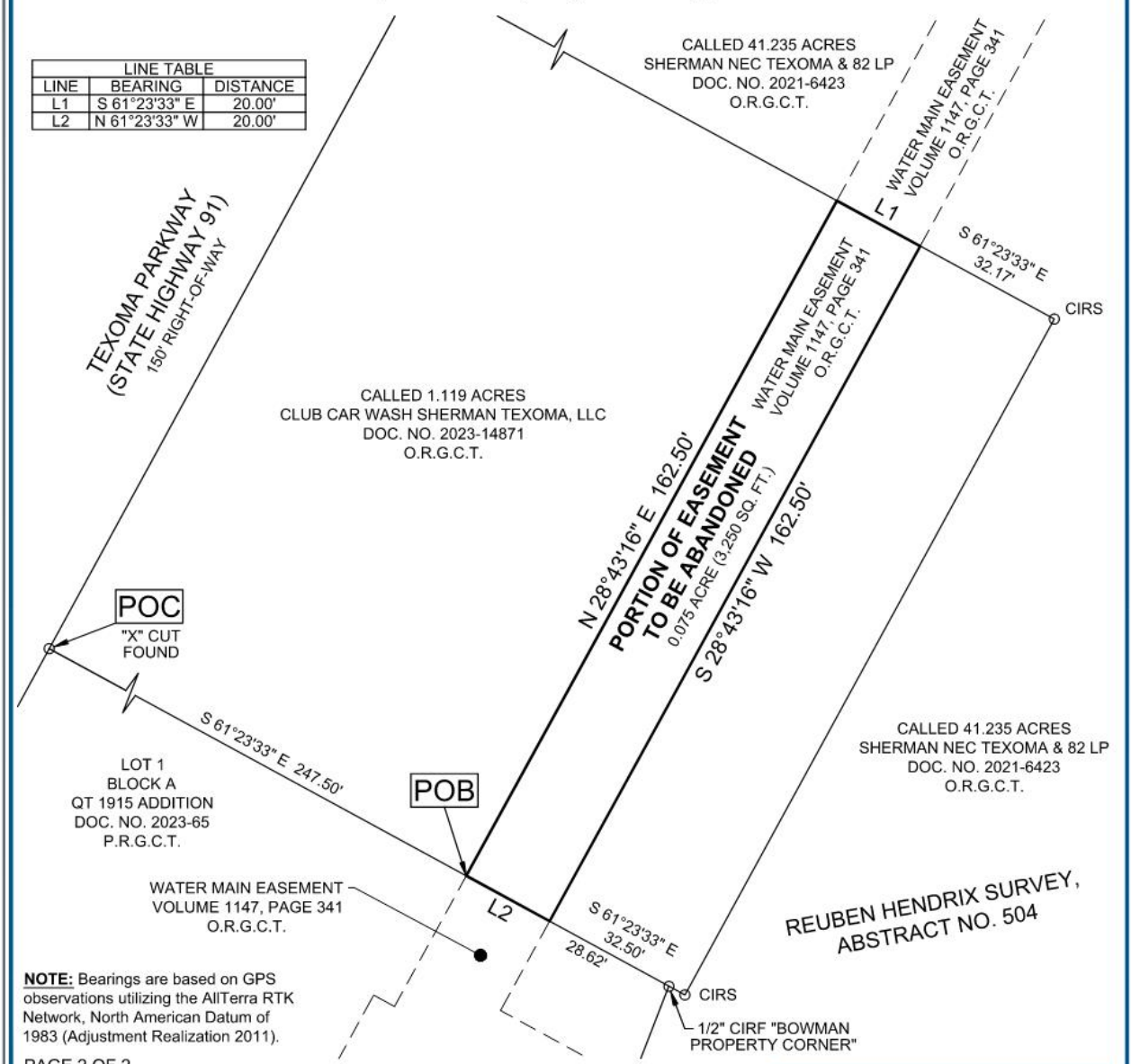


02-14-2024
Date

EASEMENT ABANDONMENT

Reuben Hendrix Survey, Abstract No. 504
City of Sherman, Grayson County, Texas

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 61°23'33" E	20.00'
L2	N 61°23'33" W	20.00'



NOTE: Bearings are based on GPS observations utilizing the AITerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).
PAGE 2 OF 2



EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009
TX FIRM # 10194177



LEGEND

CIRF	CAPPED IRON ROD FOUND
CIRS	CAPPED IRON ROD STAMPED "EAGLE SURVEYING" SET
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
SQ. FT.	SQUARE FEET
DOC. NO.	DOCUMENT NUMBER
O	BOUNDARY MONUMENTATION

JOB NUMBER	DRAWN BY	DATE
2301.032-04	TER	02/14/2024



February 16, 2024

Ms. Amber Doan
Engineering Coordinator
City of Sherman
220 W. Mulberry Street
Sherman, Tx 75090

Re: Club Carwash Sherman
Waterline Easement Abandonment

Dear Ms. Doan,

Please let this letter serve as an official request to abandon a portion of the Water Main Easement recorded in Volume 1147, Page 341 O.R.G.C.T.

We are requesting to abandon the portion of the above described easement located on the subject property owned by Club Carwash Sherman Texoma LLC, and further described in the survey exhibits attached below. The reason for this request is to remove the encumbrance of the easement on our property since the water line occupying the easement has been removed from service by others.

Should you have any questions, please feel free to contact me.

Sincerely,

Justin Barnes
V.P. of Development and Construction
Club Carwash Sherman Texoma, LLC
1591 E Prathersville Rd
Columbia, MO 65202

Water Main Easement Abandonment



0 50 100 200 Feet





City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 3/4/2024

Prepared By:

Approved By:

Caption:

CLOSING OF PUBLIC HEARING

Consider Adoption of Ordinance Number 6703

Issue:

E. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6703

Abandoning a Portion of One (1) Twenty-Foot (20') Wide Water Main Easement Located in the Reuben Hendrix Survey, Abstract No. 504, said Portion is More Particularly Described in the Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes; the Water Main Easement is Established in Volume 1147, Page 341 of the Deed Records of Grayson County, Texas

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. F.2.

Meeting Date: 3/4/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCE NO. 6648 (TABLED AT SEPTEMBER 18, 2023, REGULAR CITY COUNCIL MEETING)

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow a Smoke Shop in the C-2 (General Commercial) District, Located at 2201 Texoma Parkway, consisting of 0.382 acres in the Smith McGlothlin Survey, Abstract No. 808, being Lot 6, Block 9, Highland Park Addition, City of Sherman, Grayson County, Texas (Texoma Parkway, Salman Makojia, Owner; Dinesh Sood, Tenant; and Helvey-Wagner Surveying, Surveyor); Prescribing Conditions to the Specific Use Permit; Providing A Penalty Not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

Issue:

Consideration of a Specific Use Permit of 0.382 acres of land located at 2201 Texoma Parkway to Allow a Smoke Shop in a C-2 (General Commercial) District.

Background:

The property is located at 2201 Texoma Parkway at the corner of Texoma Parkway and East Peyton Street. The property owner is requesting a Specific Use Permit for a Smoke Shop.

This item was recommended for approval by the Planning and Zoning Commission on August 22, 2023.

On September 18, 2023, City Council held a public hearing to discuss the request for a Specific Use Permit for a Smoke Shop at 2201 Texoma Parkway. Council voted to table the item. In November, 2023 City Council took action to amend the City Ordinances governing the use of smoke and vape shops. On February 19, 2024, staff received a request by the applicant's attorney requesting this item to be placed on the March 4, 2024, City Council agenda.

Origination:

Texoma Parkway, Salman Makojia (Owner)
Dinesh Sood (Tenant)
Helvey Wagner Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the August 22, 2023 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter, tied to the applicant, Dinesh Sood and be limited for a time period of one year. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends City Council deny this request.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6648 - 2201 Texoma Parkway SUP
2. Exhibit A - Survey & Site Photos
3. Location Map
4. Zoning Map
5. Future Land Use Map
6. Property Notification Sign
7. Narrative
8. Elevations
9. Opposition Email - Fortner
10. Staff Review Letter

ORDINANCE NO. 6648

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A SMOKE SHOP IN THE C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 2201 TEXOMA PARKWAY, CONSISTING OF 0.382 ACRES IN THE SMITH MCGLOTHLIN SURVEY, ABSTRACT NO. 808, BEING LOT 6, BLOCK 9, HIGHLAND PARK ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (TEXOMA PARKWAY, SALMAN MAKUJIA, OWNER; DINESH SOOK, TENANT; AND HELVEY-WAGNER SURVEYING, SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 2201 Texoma Parkway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Smoke Shop, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey/Site Plan** .

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. (*Code of Ordinances Chapter 3.02(c)*)
3. The property must be properly maintained in a state of good repair and neat appearance.
4. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
5. One parking space for every 250 square feet of gross floor area shall be provided. (*Sec.14.04.003(e)(1)*)
6. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009 (a)(1)(C)*)
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the Staff Review Letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Solid Waste Services

10. All uses within the C-2 (General Commercial) District shall provide a screening device as an enclosure for garage and trash containers. Enclosure shall be constructed of masonry or similar durable material. (*Sec, 14.04.004(4)*)
11. Asphalt leading to trash enclosure must support the dead weight of City equipment (Solid Waste Truck).

Additional Conditions:

12. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit A**.
13. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Dinesh Sood the lessee of the Property.
14. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.
15. This Specific Use Permit is for a Smoke Shop only.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 18th day of September 2023.

ADOPTED on this the 4th day of March 2024.

EFFECTIVE DATE on this the 4th day of March 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Owner: Michael S. Cook
Buyer: Victory Investment Holdings, LLC
Address: 2201 Texoma Parkway
Sherman, Texas

This survey is for the sole benefit of the transaction by and between: the owner and buyer stated at left, and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

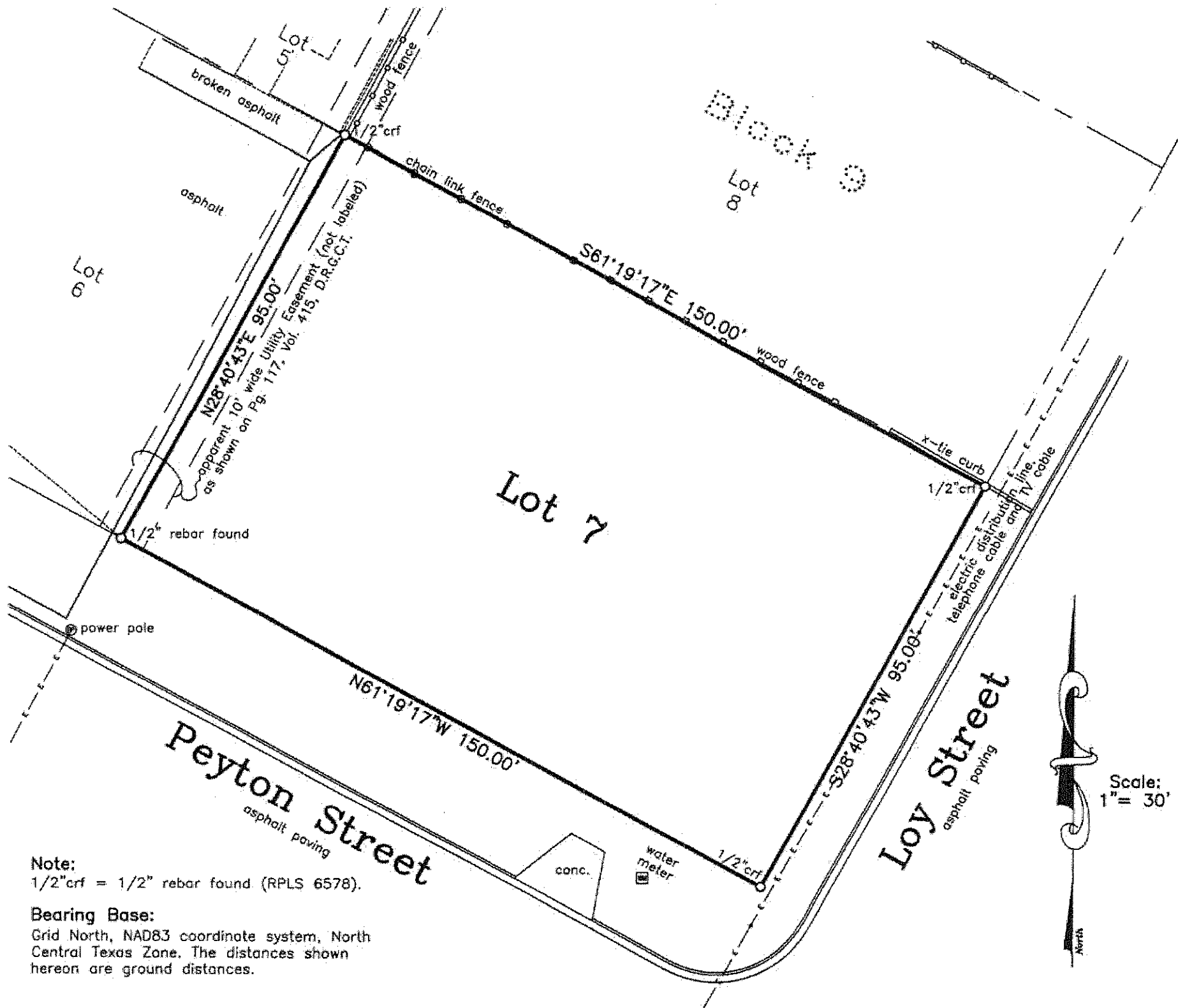
I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 3, TSPS Land Title Survey and is a true and correct representation of the property shown hereon.

Legal Description is as follows: Lot 6, Block 9, Highland Park Addition to the City of Sherman, Texas, as per plat of record in Volume 415, Pages 116 & 117, Deed Records, Grayson County, Texas and adjacent abandoned right-of-way. Field Notes attached hereto.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0290 F Revised Date: September 1, 2022.



Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: February 24, 2023



Note:
1/2"crf = 1/2" rebar found (RPLS 6578).
Bearing Base:
Grid North, NAD83 coordinate system, North
Central Texas Zone. The distances shown
hereon are ground distances.

Owner: Michael S. Cook
Buyer: Victory Investment Holdings, LLC
Address: 1515 E. Peyton Street
Sherman, Texas

This survey is for the sole benefit of the transaction by and between: the owner and buyer stated at left, and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 3, TSPS Land Title Survey and is a true and correct representation of the property shown hereon.

Legal Description is as follows: Lot 7, Block 9, Highland Park Addition to the City of Sherman, Texas, as per plat of record in Volume 415, Pages 116 & 117, Deed Records, Grayson County, Texas.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0290 F Revised Date: September 1, 2022.



Job No. AGS470223
Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

[Signature]
Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: February 24, 2023

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020

Ph: (903) 463-6191 · Email: kate@helveywagnersurvey.net

Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100

Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578

FIELD NOTES

0.382 Acres

SITUATED in the City of Sherman, County of Grayson, State of Texas, and being a part of the Smith McGlothlin Survey, Abstract No. 808 and being all of Lot 6, Block 9, Highland Park Addition to the City of Sherman, Texas as per plat of record in Volume 415, Pages 116 and 117, Deed Records, Grayson County, Texas and being a 25 ft. wide strip of right-of-way abandoned by the City of Sherman in Resolution No. 580 on August 21, 1972 as recorded in Volume 1234, Page 682, said Deed Records, lying West of and adjacent to said Lot 6 and the triangular-shaped right-of-way (Second Tract) abandoned by the City of Sherman, Texas in Resolution No. 612 on December 26, 1972 and recorded in Volume 1238, Page 134, said Deed Records, lying South of and adjacent to said Lot 6, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an "x" found in concrete in the East right-of-way line of Texoma Parkway and in the West line of said 25 ft. strip in Vol. 1234, Pg. 682, at the Northwest corner of the herein described tract;

THENCE South 61 dg. 19 min. 17 sec. East, over and across said 25 ft. strip, passing the Northwest corner of said Lot 6 and the Southwest corner of Lot 5, said Block 9, continuing on now with the South line of said Lot 5 and the North line of said Lot 6, a distance of 175.00 ft. to a ½ inch capped rebar found, stamped "RPLS 6578" at the Southeast corner of said Lot 5, the Southwest corner of Lot 8, said Block 9, the Northwest corner of Lot 7, said Block 9 and the Northeast corner of both said Lot 6 and the herein described tract;

THENCE South 28 deg. 40 min. 43 sec. West, with the West line of said Lot 7 and the East line of said Lot 6, a distance of 95.00 ft. to a ½ inch rebar found in the North right-of-way line of Peyton Street, a public street, at the Southwest corner of said Lot 7, the most Eastern corner of said triangular-shaped tract in Vol. 1238, Pg. 134 and the Southeast corner of both said Lot 6 and the herein described tract;

THENCE North 61 deg. 19 min. 17 sec. West, with the North line of said Peyton Street and the South line of said triangular-shaped tract in Vol. 1238, Pg. 134, a distance of 175.00 ft. to a ½ inch capped rebar found, stamped "RPLS 6578" at the intersection of the North line of said Peyton Street with the East right-of-way line of said Texoma Parkway, at the Southwest corner of both said triangular-shaped tract in Vol. 1238, Pg. 134 and the herein described tract;

THENCE North 28 deg. 40 min. 43 sec. East, with the East right-of-way line of said Texoma Parkway and the West line of both said triangular-shaped tract in Vol. 1238, Pg. 134 and the 25 ft. strip in Vol. 1234, Pg. 682, a distance of 95.00 ft. to the **POINT OF BEGINNING** and containing **0.382 ACRES** of land.



Kate A. Wagner
 Kate A. Wagner, R.P.L.S. No. 6578
 February 24, 2023

EXHIBIT A



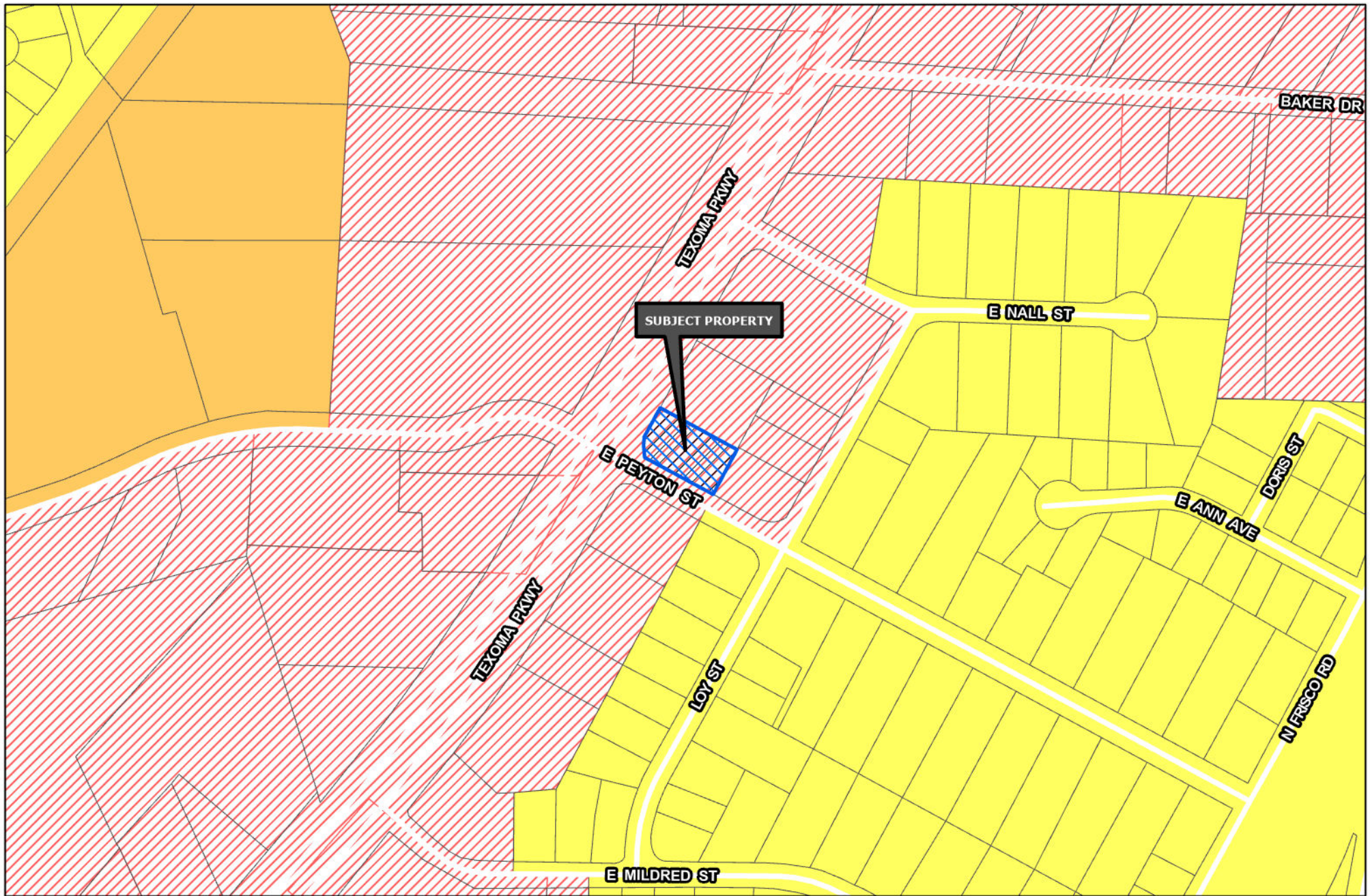
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City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2201 TEXOMA PKWY





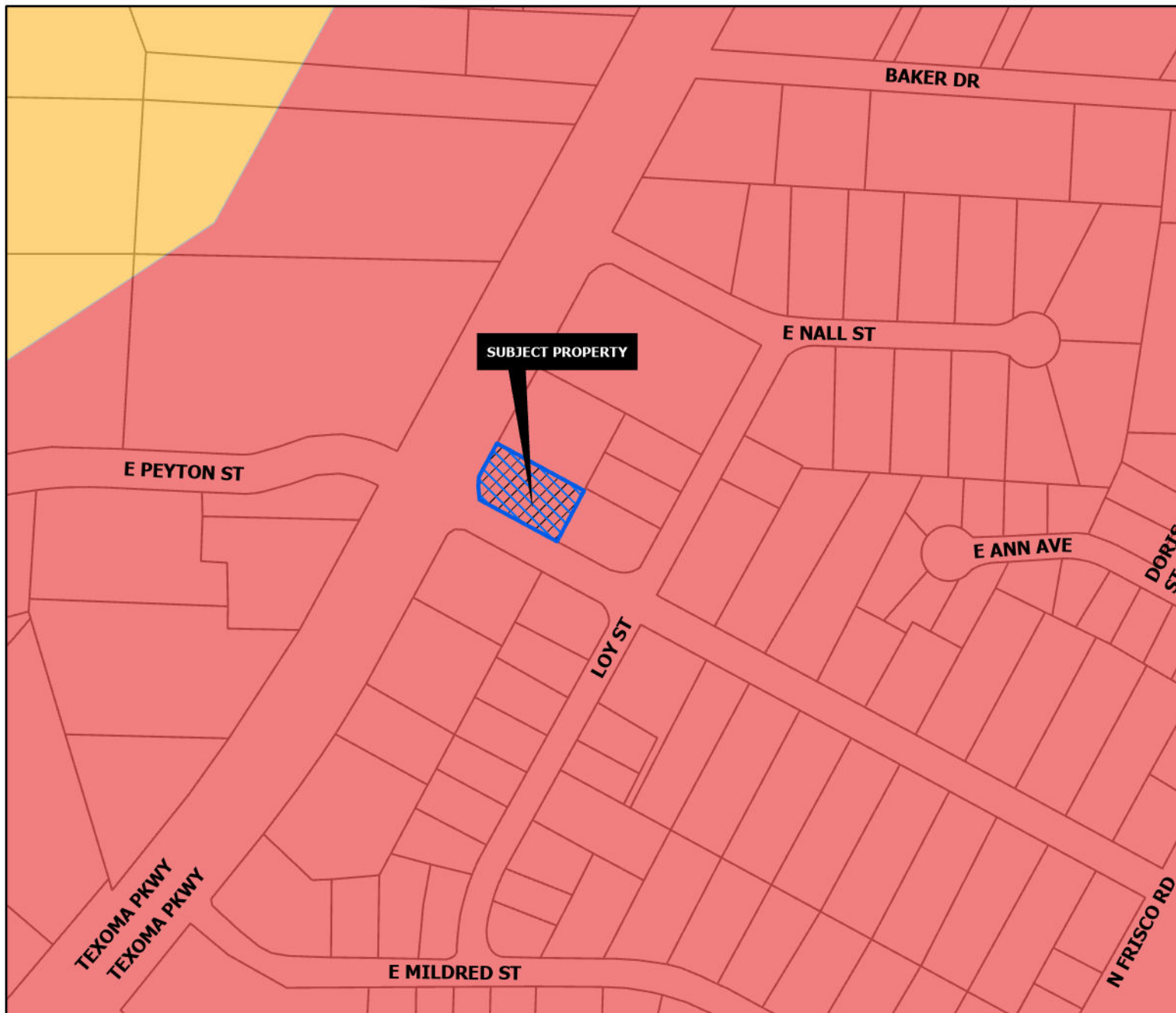
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

R-A Residential Agricultural	MF-15 Multi-Family Residential	M-1.5 Medium Manufacturing
R-E Estate Residential	MF-30 Multi-Family Residential	M-2 Heavy Manufacturing
R-12 Single Family Residential	MH Manufactured Housing	PD Planned Development
R-6 Single Family Residential	C-N Neighborhood Commercial	Subject Locations
R-5 Single Family Residential	C-O Office	Road Names All
R-4 Patio Home Residential	C-1 Retail Business	
R-2F Duplex Residential	C-2 General Commercial	
R-TH Townhome Residential	M-1 Light Manufacturing	

CITY OF SHERMAN
ZONING MAP
2201 TEXOMA PKWY





REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department



CITY OF SHERMAN
FUTURE LAND USE MAP
2201 TEXOMA PKWY







PALACE
NAIL & SPA

CASH & TITLE

FREE
LOANS

TITLE
LOANS

UP-TO
\$100
REFERRAL

Sherman
CLASSIC TOWN. BROAD HORIZON.

**NOTICE OF
SPECIFIC USE
PERMIT REQUEST**

PROJECT #: 23-004436

FOR INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229

8/8/2023 at 12:40 P.M.

Page 36 of 222

Project Narrative- City of Sherman

Project Title

Special Use Permit Grant

Applicant Name

Dinesh K Sood

A. Purpose and Need

*Building on the response to other questions in the application, survey, Photos site plan and Other Plans” in **Eligibility, Timing, and Priorities**, describe the following:*

- The significance of expected benefits and the likelihood that anticipated outcomes will be realized. The location 2201 Texoma Pkwy, Sherman TX 75090 is the right location for opening a Vape Store as there is no other stores with same kind of variety that we have. As we have done all the studies and we have our stores in other locations and getting good revenue from the business, we think this is the best time to open the store at this location as soon as possible. We are already in this business from last 6 years, and knowing the market we know that this the best time to start.*
- The pictures of the location are also added in the application to understand that it is a prime location as we have west, south, and north traffic.*

Background and Project Information

- We have the other stores setup and functional. The location is ready, and the interior is done. We need the Special use permit to sell all the products in the Vape Store and get fully functional.*
- Indicate funding sources for each phase, including a strategy for funding of future phases.*
- We have leased this property and paid the cost to start the business. The cost for setting the interiors has also there. The amount spent on it is appropriately \$50000 to start the business which do not include the inventory. We are adding the inventory of \$150000*
- Everything need from our end is complete and business is ready to open. We our waiting the city for the permit so that we can make it functional.*
- Address the likely outcome if permit is not issued within this month, then we will be in loss. The lease rent has already started and all the cost for interior has been spent. There will be a loss of revenue for the months we are not getting the special use permit.*

Site Description

- The location is situated in the City of Sherman, county of Grayson and State of Texas*
- Describe the significance of the project at a watershed scale.*
- The location is in 0.382 Acres of length.*
- The location is best suited for the vape store.*

Project Narrative- City of Sherman

Community Support and Collaboration

- *The project is a partnership between the spouses.*
- *The funds for the project are from our current earning and profits from our other business.*
- *Describe any past or planned stakeholder involvement efforts in project planning,*

B. Scope of Work

Scope of Work

- *The scope of this business is providing better products to the community.*
- *The project will create job opportunities for full time and part time.*
- *More revenue will be generated, and state will be benefited wit taxes etc.*

C. References

Below is the list of documents that are included to support this narrative.

Inspection Report

Title

Updated Survey

Warranty Deed

Photos of the location





Development Services

August 3, 2023

FORTNER PROPERTIES LLC
900 BANDERA COURT
ALLEN, TX 75013

The Planning and Zoning Commission and Board of Adjustment of the City of Sherman will hold a public hearing on the day of Tuesday, August 22, 2023, at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

Texoma Parkway, Salman Makojia (Owner), Dinesh Sook (Tenant) and Helvey Wagner Surveying (Surveyor) concerning the property located at 2201 Texoma Parkway, consisting of 0.382 acres, in the Smith McGlothlin Survey, Abstract No. 808, being Lot 6, Block 9, Highland Park Addition and is currently zoned C-2 (General Commercial) District

The request is as follows:

Planning and Zoning Commission

Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Hookah Bar, Smoking Lounge, Smoke Shop, or Vape Shop in a C-2 (General Commercial) District.

As a property owner within two hundred feet (200') of this property, you are invited to attend. You are not required to be present, but all interested parties wishing to speak should appear at the time and place stated above. If you cannot attend the public hearing but wish to have your comments presented to the Planning and Zoning Commission or Board of Adjustment, you may do so by emailing planning@cityofsherman.com or comment in the space provided below and mail to: Development Services, P.O. Box 1106, Sherman, TX 75091. If you wish to have your views published in the online agenda, they must be received in the Development Services office by 5:00 p.m. on Wednesday, the week prior to the Planning and Zoning Commission meeting, otherwise, your comments will be provided to each Commission member at the meeting.

Rob Rae

Acting Secretary, Planning & Zoning Commission

Absolutely not. Smoke/Vape shops will deter legitimate businesses, reducing demand, reducing rents and resulting in tenants like check-cashing, sexual novelties, etc. This is all over Henderson County. No thanks!

Unless this notice is delivered in an envelope that has the "City of Sherman" logo and is affixed with postage as required by the U.S. Postal Service, it is NOT an official notice sent to you by the City of Sherman.

2124 Texoma Hwy.

STAFF REVIEW LETTER

August 15, 2023

Sent via email

Texoma Pkwy, LLC
Salman Maknojia
4213 Saginaw Lane
Carrolton, TX 75010

Dinesh Sood
6406 S 41st St.
Rogers, AR 72758

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Hookah Bar, Smoking Lounge, Smoke Shop, or Vape Shop in a C-2 (General Commercial) District located at 2201 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, August 22, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). (*Code of Ordinances Chapter 3.02(c)*)
3. The property must be properly maintained in a state of good repair and neat appearance.
4. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
5. One parking space for every 250 square feet of gross floor area shall be provided. (*Sec. 14.04.003(e)(1)*)
6. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009 (a)(1)(C)*)
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the Staff Review Letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Solid Waste Services

10. All uses within the C-2 (General Commercial) District shall provide a screening device as an enclosure for garage and trash containers. Enclosure shall be constructed of masonry or similar durable material. (*Sec, 14.04.004(4)*)
11. Asphalt leading to trash enclosure must support the dead weight of City equipment (Solid Waste Truck).

It is the policy of Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,



Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

CC:	Robby Hefton, City Manager	Dillon Stewart, Fire Chief
	Clint Philpott, Asst. City Manager	Amber Doan, Engineering Coordinator
	Wayne Lee, P.E., Director of Engineering	Christopher Armstrong, Asst. City Engineer
	Tom Pruitt, Utility Engineer	
	The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney	



City Council Regular Meeting

Agenda Item No. G.1.

Meeting Date: 3/4/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7268

Awarding a Bid to and Authorizing Execution of a Professional Services Agreement with Bureau Veritas for the Plan Review and Building Inspection Services for Sherman ISD Elementary School Projects

Issue:

To consider awarding a bid to and executing a contract for Professional Services with Bureau Veritas for the Plan Review and Building Inspection Services for Sherman ISD Elementary School Projects

Background:

On February 13, 2024, City staff opened proposals received in response to a public Request for Proposals for Plan Review and Building Inspections Services for Sherman SISD Elementary School Projects. Bureau Veritas was one of five firms from which proposals were received. City staff has determined Bureau Veritas to be the most qualified to perform these services, based on specific evaluation criteria included in the City's Request for Proposals.

Origination:

Development Services

Financial Consideration:

The total funding needed for this contract is \$263,394.10. This fee will be passed onto the contractor(s) responsible for the construction of the new Sherman ISD elementary school locations, in lieu of the building permit fee typically charged for new building construction.

Staff Recommendation:

Staff recommends awarding the bid to and authorizing execution of the contract for Professional Services to Bureau Veritas of Plano, Texas.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7268
2. 2024-03-04 - Professional Services Agreement Form_CityofSherman_SISD_BV
3. RFP for Plans Review and Building Inspections Services for SISD Projects
4. Bid Evaluation Scoring Sheet_Plan Review and Building Inspection Services_SISD
5. Submittal_Bureau Veritas

RESOLUTION NO. 7268

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, AWARDING A BID TO AND AUTHORIZING EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS FOR PLAN REVIEW AND BUILDING INSPECTION SERVICES FOR SHERMAN ISD ELEMENTARY SCHOOL PROJECTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That Bureau Veritas is hereby awarded the City of Sherman's contract for plan review and building inspection services for Sherman ISD elementary school projects, in accordance with all bid documentation attached hereto and incorporated herein for all purpose.

SECTION 2. That the City Manager is hereby authorized and directed, subject to all contract documents being completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Bureau Veritas for plan review and building inspection services for Sherman ISD elementary school projects, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 4th day of March 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

**AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS
AND BUREAU VERITAS NORTH AMERICA, INC.
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into as of the 4th day of March, 2024, by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Bureau Veritas North America, Inc., a Delaware corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional services for the Plan Review and Building Inspections Services for the Sherman Independent School District Projects ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto, and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of written change orders, may be authorized from time to time by City ("Change Order(s)").
 - 1.2.1 **Requirement of Written Change Order** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Order by the Sherman City Manager will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed, written Change Order shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Change Order.
 - 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN CHANGE ORDER ISSUED BY THE SHERMAN CITY MANAGER** – Project Managers, Superintendents and/or Inspectors of City are not authorized to issue verbal or written Change Orders.
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Budget Summary, attached hereto as **Exhibit A**, and incorporated herein by reference for all purposes. The Consultant shall not be responsible for delays caused by the City or beyond the reasonable control of the Consultant.

- 1.4 **Standard of Care** – Consultant represents that the services, findings, recommendations and/or advice provided to City will be prepared, performed, and rendered in accordance with procedures, protocols and practices ordinarily exercised by professionals in Consultant’s profession for use in similar assignments, and prepared under similar conditions at the same time and locality. City acknowledges and agrees that Consultant has made no other implied or expressed representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by Consultant pursuant to this agreement.

ARTICLE 2 CITY’S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant’s request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – When necessary in City’s sole discretion, City shall designate a representative authorized to act on City’s behalf with respect to the Project (“Project Manager”). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant’s Services. Consultant understands and agrees that the Project Manager and his or her authorized designee are not authorized to issue verbal or written Change Orders for “extra” work or “claims” invoiced as “extra” work.

ARTICLE 3 CONSULTANT’S COMPENSATION

- 3.1 **Compensation for Consultant’s Services** – As described in “Article 1, Consultant’s Services” of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a lump-sum basis in an amount not to exceed Two Hundred and Sixty-Three Thousand, Three Hundred and Ninety-Four AND 10/100 Dollars (\$263,394.10) (“Consultant’s Fee”); and (c) paid in accordance with this Article 3 and the Project Budget Summary as set forth in Exhibit A.
- 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or “As-Built” Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or “As-Built” documents shall be included in the Consultant’s Fee and considered to be within the Scope of Services defined under this Agreement.” The electronic formatting shall be consistent with the standards established in Exhibit C, Guidelines for Computer Aided Design and Drafting (“CADD”), which is attached hereto and incorporated herein by reference for all purposes.
- 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (“Contractor”) and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion

of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.
- 3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended ("Barriers Act"), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project.
- 3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship, or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.
- 3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form ("Form") for each subject building or facility within the Scope of the Project and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.
- 3.1.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant shall be notified in writing of the results; however, it is Consultant's responsibility to obtain TDLR's written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.
- 3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.
- 3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective

measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed.

- 3.2 **Direct Expenses** – Direct Expenses (“Direct Expenses”) are included in Consultant’s Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant’s employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Budget Summary set forth in Exhibit A, and consistent with Exhibit D, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant’s subsequent payment for Services; provided, however, that this shall not be City’s sole and exclusive remedy for said over-payment.
- 3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in Exhibit A of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph (“Additional Services”) and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit A.
- 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit A.
- 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit A.
- 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit A.
- 3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant’s Fee and shall be based on direct billable labor rates and expenses.
- 3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant’s Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City in writing.

Hourly Billable Rates by Position

<i>Name</i>	<i>Position</i>	<i>Hourly Rate</i>
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- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in Exhibit A. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted

charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project (“Scope of the Project”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant’s compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs

and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.

- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Insurance Requirements, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State

of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in **Article 3.4** of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

ARTICLE 7 AUDITS AND RECORDS/PROHIBITED INTEREST/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem reasonably necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is aware of the prohibited interest requirement of the City Charter and will abide by the same. Further, a lawful representative of Consultant shall execute the Prohibited Interest Affidavit, attached hereto as **Exhibit F**, and incorporated herein by reference for all purposes, no later than the Effective Date of this Agreement. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict-of-Interest Questionnaire, Form CIQ, attached hereto as **Exhibit G** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the

Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event, it may make good the deficiency in which the default consists and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

The Consultant may terminate this Agreement for any material failure by City to comply with this Agreement, provided that the Consultant gives City thirty (30) days' prior written notice of its intention to terminate for such failure and affords to City an opportunity to cure such failure within said thirty (30) days.

ARTICLE 9 DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

In all disputes arising under this Agreement, the parties agree that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY") FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT") FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENCE, GROSSLY NEGLIGENCE AND/OR INTENTIONAL WRONGFUL

ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S

OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, addressed to it at:

City of Sherman
Attention: Rob Rae, AICP
220 W. Mulberry Street
Sherman, Texas 75090

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

If to Consultant, addressed to it at:

Bureau Veritas
Attention: Van Tran
1000 Jupiter Road, Suite 900
Plano, Texas, 75074
Telephone: (214) 876-6855
Email: van.tran@bureauveritas.com

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "G," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services and Project Budget Summary.

- 12.1.2 **Reserved.**
- 12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).
- 12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
- 12.1.5 **Exhibit E**, Insurance Requirements.
- 12.1.6 **Exhibit F**, Prohibited Interest Affidavit.
- 12.1.7 **Exhibit G**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** or **Exhibit G** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G** or **Exhibit A** shall prevail in that order.

- 12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third-party billing.
- 12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees, and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.12 **Immunity** – The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees, and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.
- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and

Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2023-2024 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2023-2024 fiscal year unless and until such funds are budgeted.
- 12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.
- 12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.
- 12.25 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

City of Sherman, Texas,
a Texas home-rule municipality

CONSULTANT:

Bureau Veritas North America, Inc.
a Delaware Corporation

By:

Robby Hefton, City Manager

By:

Name: _____
Title: _____

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorney

EXHIBIT A
SCOPE OF SERVICES & PROJECT BUDGET SUMMARY

**BUILDING PLAN REVIEW & INSPECTIONS FOR SHERMAN ISD
CITY OF SHERMAN, TX**

FEBRUARY 13, 2024

BV's pricing reflects our commitment to the success of your project by helping you maintain significant quality and cost saving benefits moving forward. The below cost proposal demonstrates the fee required to conduct the Building and Fire plan review & inspections required by the International Building Code (IBC) and local amendments.

	Building Plan Review & Inspections	Fire Plan Review & Inspections	Site Total
Site 1	\$ 68,150.22	\$ 17,429.04	\$ 85,579.26
Site 2	\$ 74,035.68	\$ 19,152.72	\$ 93,188.40
Site 3	\$ 67,413.24	\$ 17,213.20	\$ 84,626.44
TOTAL FOR SERVICES:			\$ 263,394.10

This is a lump sum fee and includes all required plan reviews and/or inspections, and re-reviews and/or re-inspections, at no additional charge. All communication and inspection requests/results are handled through BV's office personnel, then forwarded to the City in accordance with the City's directives. We will provide a Lead Inspector on-site to perform and coordinate the multiple required inspections with the assigned Inspection Team. We will be available for inspections after-hours and six-days a week.



EXHIBIT C

GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be submitted in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be continuous (e.g. no dashed lines in required layers) and complete (connecting lines should meet at corners) within the subdivision/project. Layers outside of project/subdivision boundary may be dashed in CAD data as required for Final Plats by Sherman Subdivision Ordinance Section 5.02.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. **CONSULTANT'S RESPONSIBILITY**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date,

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

- A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

- A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.
- B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E INSURANCE REQUIREMENTS

I. GENERAL INSURANCE REQUIREMENTS –

1. All policies shall name the City of Sherman, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.
2. Such policies shall require the provision of written notice to City in accordance with policy provisions for cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.
3. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – “X” means that the following coverage(s) is required for this Agreement.

Coverage Required		Limits
<u> X </u>	1. Worker’s Compensation & Employer’s Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence. ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence. ▪ Minimum \$2,000,000.00 in the aggregate.

EXHIBIT E INSURANCE REQUIREMENTS

-
- | | | | |
|--------------|-----|---|---|
| <u> X </u> | 4. | Professional Liability | <ul style="list-style-type: none">▪ Minimum \$ 1,000,000.00 each claim.▪ Minimum \$ 2,000,000.00 in the aggregate. |
| <hr/> | | | |
| ___ | 5. | Umbrella Coverage or Excess Liability Coverage | <ul style="list-style-type: none">▪ An amount of \$ 2,000,000.00. |
| <hr/> | | | |
| <u> X </u> | 6. | City and its officers, agents, representatives, and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess. | |
| <u> X </u> | 7. | General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. | |
| <u> X </u> | 8. | Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. | |
| <u> X </u> | 9. | Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). | |
| <u> X </u> | 10. | The Certificate of Insurance must state the project title and bid number. | |
| ___ | 11. | Other Insurance Requirements (State Below): | |

THE STATE OF TEXAS § \$
THE COUNTY OF _____ § \$

I, _____, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- ☐ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- ☐ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- ☐ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- ☐ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).
- ☐ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- ☐ Other: _____.
- ☒ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the TEX. GOV'T CODE, is a member of a public body which took action on the agreement.

Signed this _____ day of _____, 2024.

Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared _____ and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2024.

Notary Public in and for the State of Texas

EXHIBIT G
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1	Name of vendor who has a business relationship with local governmental entity. 	
2	<input style="margin-right: 10px;" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3	Name of local government officer about whom the information is being disclosed. Name of Officer	
4	Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No	
5	Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.	
6	<input style="margin-right: 10px;" type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).	
7	_____ Signature of vendor doing business with the governmental entity _____ Date	



**City of Sherman, Texas
PO Box 1106
Sherman, TX 75091-1106**

**Request for Proposals (RFP)
No. 2024-05
PLAN REVIEW & BUILDING INSPECTION SERVICES FOR SHERMAN
ISD ELEMENTARY SCHOOL PROJECTS**

**CITY OF SHERMAN
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REQUEST FOR PROPOSALS (RFP) – NO. 2024-05; PLAN REVIEW & BUILDING INSPECTION SERVICES FOR SHERMAN ISD ELEMENTARY SCHOOL PROJECTS

The City of Sherman is soliciting sealed Request for Proposals; hereinafter referred to as RFP to be received by the Finance Department via electronic submittal only. RFP'S will be received until 2:00 p.m. Central Time, on Tuesday February 13, 2024, shortly thereafter all submitted RFP'S will be gathered and taken to the City Hall Conference Room, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City prior to the RFP opening date and time. The receiving time in the Finance Department in the City of Sherman Municipal Building will be the governing time for acceptability of the RFP's. RFP's will not be accepted by hand-delivery, mail, email, telephone or facsimile machine. The RFP shall be for:

NO. 2024-05 ** PLAN REVIEW & BUILDING INSPECTION SERVICES FOR SHERMAN ISD ELEMENTARY SCHOOL PROJECTS**

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Tuesday, February 13, 2024**, at the following address:

**City of Sherman – Finance Department
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@cityofsherman.com**

Bids must be submitted electronically to the following address:

Electronically at www.publicpurchase.com

The City of Sherman reserves the right to refuse and reject any or all RFP s and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFPs for a period of **60** days without taking action. Any bids received by mail, email, fax, or hand-delivered will be deemed non-responsive bids and rejected. ****Only electronic bids submitted to www.publicpurchase.com will be accepted****

Please read the requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made part of your RFP. If no exceptions are noted, and you are a successful respondent, it will be required that the service(s) be provided as specified.

GENERAL CONDITIONS

PURPOSE

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFP # 2024-05 – PLAN REVIEW AND BUILDING INSPECTION SERVICES FOR SHERMAN ISD ELEMENTARY SCHOOL PROJECTS

INTENT

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

(3) All RFPs must be submitted electronically at: www.publicpurchase.com . RFP s submitted by any other format (mail, facsimile (fax), hand-delivery, email, etc.) shall NOT be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Sherman and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of an RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Sherman before the deadline day and hour. No late RFPs will be accepted. Failure to meet RFP requirements may be grounds for disqualification.

Electronic submittal address: www.publicpurchase.com

TIME ALLOWED FOR ACTION TAKEN

(4) The City of Sherman may hold RFP/s **60** days after deadline without taking action. Respondents are required to hold their RFPs firm for same period of time.

RIGHT TO REJECT/AWARD

(5) The City of Sherman reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Sherman.

ASSIGNMENT

(6) Respondents are advised that the City of Sherman shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Sherman.

AWARD

(7) Respondents are advised that the City of Sherman is soliciting RFPs and award shall be made to the respondents that in the opinion of the City of Sherman are the best qualified.

NUMBER OF CONTRACTS

(8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

STATUTORY REQUIREMENTS

(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP

(10) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Sherman.

NO RESPONSE TO RFP

(11) If unable to submit an RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/requirements.

PAYMENT

(13) The City of Sherman will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Sherman specifications/requirements. **To be set up for EFT payments, the awarded vendor must contact the City of Sherman Finance Department, Lisa Garvin, 903-892-7309.**

SYNONYM

(14) Where in this solicitation package "SERVICES" is used, its meaning shall refer to the request for Proposals for **PLAN REVIEW AND BUILDING INSPECTION SERVICES** as specified.

RESPONDENT'S EMPLOYEES

(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Finance Director, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for request(s) for proposals shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Sherman in accordance with paragraph entitled “**Addenda and Modifications**”.

VERBAL THREATS

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

(20) Respondent's past performance shall be taken into consideration in the evaluation of an RFP submittal.

JURISDICTION

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Grayson County, Texas.

RIGHT TO AUDIT

(22) The City of Sherman reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Sherman, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Grayson County, Texas.

CONFLICT OF INTEREST

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local

government entity. By law, this questionnaire must be filed with the records administrator of the City of Sherman not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Council web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS “C” MISDEMEANOR.

CONFIDENTIALITY OF INFORMATION AND SECURITY

(25) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

(26) The City of Sherman reserves the right to terminate the contract if, in the opinion of the City of Sherman, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

(27) Electronic responses to the RFP must be successfully submitted by **February 13, 2024 at 2:00 p.m.** for consideration.

ADDENDA AND MODIFICATIONS

(28) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Planning Department. At the request of the respondent, or in the event the Planning Department deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Sherman and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.ci.sherman.tx.us and www.publicpurchase.com, if needed.

RFP PREPARATION COSTS

(29) The City of Sherman shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of an RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

(30) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

(31) RFP's MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing the RFP must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

GENERAL

The City of Sherman's is currently seeking to select a qualified professional firm to conduct the Plan Review and Building Inspection Services for Three Elementary Schools in Sherman, TX. The term of the contract will be two (2) years with the option to extend an additional one (1) year. The request is to provide some or all of the following services: building plan review and building inspections. It is anticipated that firms will lead full teams of inspectors and or related consultants as needed for each project. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Proposals (RFP).

SCOPE OF SERVICES

Project Details:

Site 1:

- 113,667 Square Feet
- Replacement school placed on the same site as original building
- Existing small gym and associated two classroom spaces to remain, remainder of building to be demolished.
- Existing to remain – 8,079 Square Feet
- Two story building – primarily classroom pods
- New construction to be Type with fire separation walls as required.
- Fire sprinklers included in new construction and added to existing portion to remain.
- New storm shelters designed per ICC 500

Site 2:

- 123,786 Square Feet
- Replacement school placed on the same site as original building
- Existing small gym and associated two classroom spaces to remain, remainder of building to be demolished.
- Existing to remain – 8,544 Square Feet
- Two story building – primarily classroom pods
- New construction to be Type with fire separation walls as required.
- Fire sprinklers included in new construction and added to existing portion to remain.
- New storm shelters designed per ICC 500

Site 3:

- 112,402 Square Feet
- New Construction on new site
- Two story building – primarily classroom pods
- New construction to be Type with fire separation walls as required.
- Fire sprinklers included in new construction and added to existing portion to remain.
- New storm shelters designed per ICC 500

Building Plan Review

Architectural plan review process will be subject to the deferred submittal process outlined in International Building Code (IBC). Plan review shall include all building, energy, mechanical, electrical, and plumbing disciplines, including fire alarms, fire suppression and smoke removal systems, restaurant and food preparation areas. The Building Official shall retain final authority in all matters of code interpretation, subject to appeal to the Construction Board of Adjustments and Appeals.

The consultant's plan review includes reviewing plans for compliance with all applicable building code provisions in addition to compliance with applicable state and federal laws. These services primarily include an initial review and up to two (2) subsequent reviews of building plans. Additionally, there may be times when the selected individual or firm is asked to meet at City Hall for development review meetings to discuss the plan review with the applicant or city staff.

Building Inspections

Responder must have qualified inspection staff available at the construction site on a full-time basis, up to 24/7 as requested by the City of Sherman during the construction of the Project Site. Inspection services will include inspection of all building, energy, mechanical, electrical, and plumbing disciplines, restaurants and food preparation areas, fire alarms, fire suppression, and smoke removal systems. Monitoring of special inspections and testing as defined in IBC Chapter 17 is included.

Building inspection services primarily includes comprehensive field inspection in accordance with the adopted codes and standards for site improvements and building construction of projects from start to finish. The City has adopted the following codes with some amendments as noted in the City's Code of Ordinances:

- 2021 International Residential Code with local amendments
- 2021 International Building Code with local amendments
- 2023 National Electric Code with local amendments
- 2021 International Fuel Gas Code with local amendments
- 2021 International Mechanical Code with local amendments
- 2021 International Plumbing Code with local amendments
- 2021 International Energy Conservation Code with local amendments
- 2021 International Fire Code with local amendments

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFP. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a

brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

Plan Review and Building Inspections Services Request for Proposals (RFP) is requested to be submitted to www.publicpurchase.com **no later than 2:00 PM ON FEBRUARY 13, 2024**. The RFP must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Sherman, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFP who will be the point of contact for the City on all correspondence and communications pertaining to the RFP. State whether any addendums to this RFP have been received by your firm and whether consideration of their content has been included in your RFP. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;
2. Firm Qualification and Experience – Discuss the firm's experience and history in performing Building Plan Review and Inspection Services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.
3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.
4. References – Provide at least three references (names and current phone numbers) from recent work and list all past projects with the City of Sherman for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.
5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.
6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.
7. Proposed Fee – Provide a fee based on the project description in the scope of services.
8. Presentation – Responses to the RFP must be electronically submitted to www.publicpurchase.com by February 13, 2024 and no later than 2:00 pm.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

- a. Overall Qualification of Team 40 points
- b. Previous Experience with City 10 points
- c. Ability to meet Schedules and Deadlines 30 points
- d. Stability and References 15 points
- e. Presentation 5 points

The City may select one (1) or more firms to provide services based on this evaluation or it may choose to follow up with an interview, if necessary. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFP's for any reason whatsoever. The City may waive informalities or irregularities in the RFP's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFP's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFP Issued January 28, 2024
Publish RFP January 28, 2024
RFP Submission Deadline February 13, 2024
RFP Review February 14 – February 23, 2024
City Council Selects Firm(s) March 4, 2024 or next available

CITY CONTACT

If you should have any questions regarding the preparation of the RFP contact Craig Long, Finance Department at (903) 892-7215 or <mailto:craigl@cityofsherman.com>.

Contractor References

Customer Name: _____
Address: _____
Contact: _____ Telephone #: _____
Scope of work performed: _____
Length of Service: _____

Customer Name: _____
Address: _____
Contact: _____ Telephone #: _____
Scope of work performed: _____
Length of Service: _____

Customer Name: _____
Address: _____
Contact: _____ Telephone #: _____
Scope of work performed: _____
Length of Service: _____

INSTRUCTIONS for State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.
2. Form 1295 must be completed in accordance with the TEC Rules: (<https://www.ethics.state.tx.us/legal/ch46.html>) and Section 2252.908 of the Texas Government Code, as amended: (<http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm>).
3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.
4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: <https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm>

Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.
5. Please provide the bolded information exactly as it appears below when creating your certificate:

Who is the contract with? Click the button for **Other**

Governmental Entity

Agency/Entity Name: **City of Sherman**

Contract ID Number: **2024-05**

Description of Goods and Services to be provided: **Building Plan Review & Building Inspection Services for Sherman ISD Elementary School Projects**
6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.
7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,
2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)

COUNTY OF _____)

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 202__.

NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

**AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS
AND _____
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2024, by and between the City of Sherman, Texas, a home-rule municipality ("City"), and _____, a _____ ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional services for the _____ Project ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto, and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of written change orders, may be authorized from time to time by City ("Change Order(s)").
 - 1.2.1 **Requirement of Written Change Order** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Order by the Sherman City Manager will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed, written Change Order shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Change Order.
 - 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN CHANGE ORDER ISSUED BY THE SHERMAN CITY MANAGER** – Project Managers, Superintendents and/or Inspectors of City are not authorized to issue verbal or written Change Orders.
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Budget Summary, attached hereto as **Exhibit B**, and incorporated herein by reference for all purposes.

- 1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2 CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services. Consultant understands and agrees that the Project Manager and his or her authorized designee are not authorized to issue verbal or written Change Orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a lump-sum basis in an amount not to exceed _____ AND 00/100 Dollars (\$____.00); (b) for Special Services, on a lump-sum basis in an amount not to exceed _____ AND 00/100 DOLLARS (\$____.00) (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Budget Summary as set forth in Exhibit B.
- 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in Exhibit C, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.
- 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents (“Construction Documents”) as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.
- 3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended (“Barriers Act”), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. Consultant shall consult with such authorities to obtain approval for the Project. As part of the Services provided under Consultant’s Fee, Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation (“TDLR”). Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist (“RAS”) at any phase of the Project, either by review of the Construction Documents or inspection of the Project at the commencement of construction, during the construction of the Project or at the completion of construction.
- 3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship, or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.
- 3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form (“Form”) for each subject building or facility within the Scope of the Project and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.
- 3.1.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant shall be notified in writing of the results; however, it is Consultant’s responsibility to obtain TDLR’s written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.
- 3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.
- 3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the

TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed.

- 3.2 **Direct Expenses** – Direct Expenses (“Direct Expenses”) are included in Consultant’s Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant’s employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant’s subsequent payment for Services; provided, however, that this shall not be City’s sole and exclusive remedy for said over-payment.
- 3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph (“Additional Services”) and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.
 - 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
 - 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
 - 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
 - 3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant’s Fee and shall be based on direct billable labor rates and expenses.
 - 3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant’s Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

<i>Name</i>	<i>Position</i>	<i>Hourly Rate</i>

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of **Article 3.5** of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of **Article 3.6** of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project (“Scope of the Project”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant’s compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Insurance Requirements, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return

receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project’s size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in **Article 3.4** of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

ARTICLE 7 AUDITS AND RECORDS/PROHIBITED INTEREST/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is aware of the prohibited interest requirement of the City Charter and will abide by the same. Further, a lawful representative of Consultant shall execute the Prohibited Interest Affidavit, attached hereto as **Exhibit F**, and incorporated herein by reference for all purposes, no later than the Effective Date of this Agreement. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV’T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict-of-Interest Questionnaire, Form CIQ, attached hereto as **Exhibit G** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

**ARTICLE 8
TERMINATION OF AGREEMENT/REMEDIES**

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event, it may make good the deficiency in which the default consists and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**ARTICLE 9
DISPUTE RESOLUTION/MEDIATION**

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

**ARTICLE 10
INDEMNITY**

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY") FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT") FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL

ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S

OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, addressed to it at:

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

If to Consultant, addressed to it at:

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "G," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Project Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 **Exhibit E**, Insurance Requirements.

12.1.6 **Exhibit F**, Prohibited Interest Affidavit.

12.1.7 **Exhibit G**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** or **Exhibit G** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G** or **Exhibit A** shall prevail in that order.

- 12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third-party billing.
- 12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees, and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

- 12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.12 **Immunity** – The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees, and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.
- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.
- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this

provision in applicable procurement solicitations and third-Party agreements for work on the Project.

- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2023-2024 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2023-2024 fiscal year unless and until such funds are budgeted.
- 12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.
- 12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.
- 12.25 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

CONSULTANT:

City of Sherman, Texas,
a Texas home-rule municipality

a _____

By: _____
Robby Hefton, City Manager

By: _____

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
PROJECT BUDGET SUMMARY

EXHIBIT C

GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be submitted in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be continuous (e.g. no dashed lines in required layers) and complete (connecting lines should meet at corners) within the subdivision/project. Layers outside of project/subdivision boundary may be dashed in CAD data as required for Final Plats by Sherman Subdivision Ordinance Section 5.02.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. **CONSULTANT'S RESPONSIBILITY**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date,

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

- A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

- A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.
- B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E INSURANCE REQUIREMENTS

I. GENERAL INSURANCE REQUIREMENTS –

1. All policies shall name the City of Sherman, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.
2. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.
3. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – “X” means that the following coverage(s) is required for this Agreement.

Coverage Required		Limits
<u> X </u>	1. Worker’s Compensation & Employer’s Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence. ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence. ▪ Minimum \$2,000,000.00 in the aggregate.

EXHIBIT E INSURANCE REQUIREMENTS

-
- | | | | |
|--------------|-----|---|---|
| <u> X </u> | 4. | Professional Liability | <ul style="list-style-type: none">▪ Minimum \$ 1,000,000.00 each claim.▪ Minimum \$ 2,000,000.00 in the aggregate. |
| <hr/> | | | |
| ___ | 5. | Umbrella Coverage or Excess Liability Coverage | <ul style="list-style-type: none">▪ An amount of \$ 2,000,000.00. |
| <hr/> | | | |
| <u> X </u> | 6. | City and its officers, agents, representatives, and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess. | |
| <u> X </u> | 7. | General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. | |
| <u> X </u> | 8. | Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates. | |
| <u> X </u> | 9. | Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). | |
| <u> X </u> | 10. | The Certificate of Insurance must state the project title and bid number. | |
| ___ | 11. | Other Insurance Requirements (State Below): | |

EXHIBIT G
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

Plan Review & Building Inspection Services for SISD Elementary School Projects RFP - Evaluation

Evaluation Criteria	Aoka Engineering, LLC	Ascent RE Services Partners, LLC	Building Code Consulting Services, LLC	Bureau Veritas	SAFEbuilt Texas, LLC
Overall Qualification of Team (40 pts)	26.7	18.3	23.3	38.3	36.7
Previous Experience with City (10 pts)	0.7	-	9.3	10.0	-
Ability to Meet Schedules and Deadlines (30 pts)	21.7	21.7	23.3	28.3	23.3
Stability and References (15 pts)	10.0	8.3	15.0	15.0	15.0
Presentation (5 pts)	3.3	3.0	4.3	5.0	5.0
Total Points Distributed	62.3	51.3	75.3	96.7	80.0



**BUREAU
VERITAS**

SHERMAN HIGH

PROPOSAL

PLAN REVIEW & BUILDING INSPECTION SERVICES FOR SHERMAN ISD ELEMENTARY SCHOOL PROJECTS

RFP NO. 2024-05

February 13, 2024

City of Sherman

Craig Long
Finance Department Municipal Building
405 N. Rusk Street
Sherman, TX 75091-1106
903.892.7215
craigl@cityofsherman.com

CONTACT REGARDING THIS PROPOSAL

Ty Chapman, CBO, MCP
Director of Operations - Central US Region
Bureau Veritas
1000 Jupiter Road, Suite 900
Plano, TX 75074
469.853.9803 (Mobile)
ty.chapman@bureauveritas.com

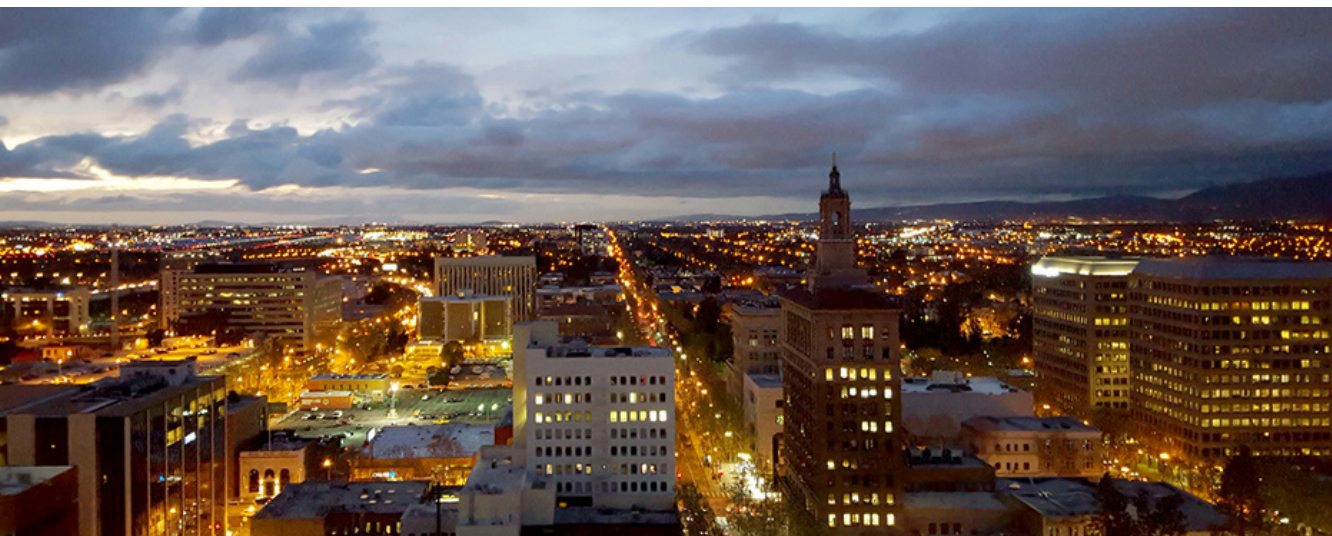


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1. TRANSMITTAL **LETTER**



B U R E A

V E R I T A

1. TRANSMITTAL LETTER

February 13, 2024

Craig Long
City of Sherman| Finance Department Municipal Building
405 N. Rusk Street Sherman, TX 75091-1106
903.892.7215 | craigl@cityofsherman.com

Re: Building Plan Review & Inspections for Sherman ISD Elementary School Projects, RFP No. 2024-05

Dear Mr. Long,

Bureau Veritas North America, Inc. (BV) is pleased to present the following proposal to deliver **Building Plan Review & Inspections for Sherman ISD Elementary School Projects** for the City of Sherman, TX (City). We are an industry leader in the code compliance sector and take great pride in our ability to provide exemplary services to our clients.

Our proposal will highlight our experience providing similar services for other clients, cities, counties, and building divisions. We are keenly aware of the desire for high-quality customer service, timely reviews, reliability, responsiveness, and cost-effective solutions. Our commitment to providing accurate and appropriate solutions to our clients and ability to quickly and effectively meet the needs of the agencies we serve makes BV an ideal partner for the City.

We offer optimal solutions to deliver quality services:

- Unparalleled plan review and inspection expertise
- Established relationships to ensure timely reviews, transparency, and responsiveness
- Depth of resources and close proximity to maximize flexibility and deliver quality services
- Licensed and certified professionals
- Electronic review and web-based document control best practices to consistently meet turnaround schedules and streamline communication

A unique feature of Bureau Veritas is the company, as a whole, is subject to the high standards of the **ISO 9001:2015 Quality Management System**. This system is applied to our entire operation and periodic audits certify the company continues to be in full compliance. This assures our clients that wherever our services are provided, they will be accurately prepared and the deliverables will be received in a timely manner. Bureau Veritas is also the first U.S. firm to achieve **IAS Certification** for third party accreditation (Plano, TX office.)

We are committed to meeting and exceeding agreed upon turnaround times. We have the staff continuity, depth of resources, and proven track record for reliable, responsive service and timely reviews. We believe our experience and expertise providing these services to numerous clients makes us the right choice for the City of Sherman's needs. We bring to the table an unequaled depth of resources and established local presence which will facilitate the provision of customized, turn-key solutions tailored to meet the City's needs. Our broad resources combined with a commitment to quality engineering will provide you with the very best in code compliance review solutions which will be required for successful project execution.

Mr. Ty Chapman, Director of Operations will be the primary point of contact, his contact information is below. Mr. Van Tran, Vice-President has the authority to bind the firm to a contract with the City of Sherman. There has not been any addendum issued in conjunction with this RFP. Our team looks forward to establishing a successful, professional relationship with City of Sherman through unparalleled service delivery, promoting transparency in our work, improving efficiencies, and exceeding your expectations. Thank you for the opportunity to submit our qualifications.

Sincerely,



Ty Chapman, CBO, MCP
Director of Operations - Central US Region
Bureau Veritas
1000 Jupiter Road, Suite 900, Plano, TX 75074
469.853.9803 (Mobile)
ty.chapman@bureauveritas.com



Van Tran, C.B.O.
Vice President - Facilities Division, Central and East Region
Bureau Veritas
1000 Jupiter Road, Suite 900, Plano, TX 75074
214.876.6855 (Mobile)
van.tran@bureauveritas.com

FIRM QUALIFICATIONS **AND EXPERIENCE**



B U R E A U

V E R I T A S

2. FIRM QUALIFICATION AND EXPERIENCE

BRIEF DESCRIPTION OF FIRM

Bureau Veritas is a multi-national corporation with a history which includes over 196 years of providing worldwide regulatory compliance service to industry and governmental agencies. Founded in 1828, BV is a global leader in quality assurance, health, safety, and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations and with over 75,000 employees, BV has unparalleled resources to manage projects requiring a broad range of expertise across vast geographies. With operations in 140 countries and all continents, BV draws on the synergies between its local teams and dedicated technical centers throughout the world. BV's local presence allows it to provide timely delivery and exceptional customer service in the most cost-effective manner and it is the top independent environmental consulting firm and largest elevator inspection firm in the United States.

Bureau Veritas North America, Inc. was incorporated in the State of Delaware on March 26, 2003. BVNA is a Delaware corporation founded in 2003. It is a wholly owned subsidiary of Bureau Veritas Holdings, Inc. (a Delaware corporation – founded in 1988), which in turn is a wholly owned subsidiary of Bureau Veritas S.A. (BVSA) (founded in 1828) a company publically traded on the Euronext. BVSA has one shareholder owning greater than ten percent (10%), Wendel Investissement S.A

Our team has the capability, knowledge and experience to complete simple and highly complex plan review and inspections and any other requested services. The following pages will illustrate that BV can be a comprehensive provider of choice to meet the City of Sherman's needs. We are the largest plan review firm in the United States, with a long established operation in Texas. Our staff is registered, certified and dedicated to our municipal clients.

BV will always strive to deliver excellent service and work hard to meet and exceed the City's expectations regarding all agreed upon turnaround times. Our proposed program establishes a process to ensure that the City will receive only the highest quality inspections. We will provide the City with services with the objective of verifying compliance with the City's adopted building codes, zoning ordinances, drainage regulations and other adopted ordinances, policies and standards, as well as other relevant program standards and requirements.

Our staff knows the value of clear and transparent communication and how to work together as a team in conjunction with a jurisdiction. This philosophy is put into practice on all of our projects and is a great value to our municipal clients. Our intimate familiarity with the City of Sherman, exceptional attention to customer service, large pool of experienced personnel and ability to provide value added services, including virtual inspections upon request, make BV the optimal choice for meeting the City's ongoing

Plan Review and Inspection needs.

The firm's range of experience in this arena covers every key area of service defining a building department. The firm is skilled at helping existing departments augment or refine their current level of client service and is also capable of crafting a department from the ground up. Service offerings include:

- Building Plan Review
- Building Inspections
- Fire Plan Review
- Construction Management & Inspection
- Engineering Reviews
- Permitting
- Planning
- Code Interpretation
- Code Enforcement
- Code Adoption and Ordinance Preparation
- Planning and Zoning Meeting Attendance
- City Council Meeting Attendance
- Building Official Duties
- Permit Tracking and Record Keeping
- Budget and Staffing Planning
- Pre-Design and Pre-Construction Meetings
- Fee Schedule Evaluation and Updates

BV will consistently provide excellent customer service and qualified staff for all project types.

WHAT SETS BV APART

BV understands while the company offers a wide range of services, not every client needs the same solutions. The firm's ability to offer a variety of customizable services for each client makes BV an ideal partner. The firm is committed to timely and ongoing communication with the City of Sherman, TX and is dedicated to working closely with stakeholders to address deficiencies in an effort to expedite the plan review, inspection, and approval process. BV's team will consistently share best practices and discuss resolutions to code interpretations and deficiencies. BV is justly suited to provide consulting services because the firm is solution oriented and possess:

2. FIRM QUALIFICATION AND EXPERIENCE

Unparalleled Building Safety and Code Consulting Expertise

- Proven turnkey engineering and building safety track record to more than 500 agencies nationally
- Project management and staff augmentation expertise
- Key staff which have assisted in the development and implementation of the latest codes

Depth of Resources and Proximity to Meet Peak Workloads

- Building and Safety Services will be provided out of the firm's office located in Plano, TX
- 200+ offices throughout the United States
- Registered engineers and ICC certified staff with extensive code compliance expertise and experience
- USGBC LEED review certifying body

Best Practices and State-of-the-Art Processes to Consistently Meet Turnaround Schedules

- First U.S. firm to achieve IAS Certification for third party accreditation (Plano, TX)
- Comprehensive and formalized plan review procedure
- Award-winning web-based project tracking and controls
- A commitment to early and ongoing communication including pre-submittal meetings, one-on-one reviews, etc. to expedite the approval process
- Electronic plan review to save time, money, and paper - a **GREEN** solution
- 99% success rate meeting review turnaround schedules

OUR COMMITMENT

BV's management team is dedicated to serving the City of Sherman and providing the resources necessary to ensure successful Building Plan Review and Inspection Services. The firm's management team will directly oversee the review of submittal documents, bulletins, and change orders to assess compliance with the regulations contained in the various building codes, and recommend action with respect to the building permit.

The firm's Plano, TX office will be responsible for the implementation of this contract and the partnership with the City of Sherman will be managed from this office and augmented by local staff located throughout Texas.

Plano Office
1000 Jupiter Road, Suite 900
Plano, TX 75074

Several of the proposed team members live within 5 - 25 miles from the project site and would be available

to handle any additional services when needed. This will enable quick and efficient responses in order to provide the City of Sherman with the highest standard of customer service.

PUTTING THE RIGHT PEOPLE TO WORK FOR YOU

BV has a robust team prepared to provide the City of Sherman with exemplary Building Plan Review and Inspection Services. The firm's team of expert professionals and the technical resources allow it to provide complete building department administration for jurisdictions both large and small. BV aims to partner with existing jurisdiction staff in a way which best complements their efforts and talents. In some instances, providing a plan review engineer "behind the counter" for two days a week is enough, while other jurisdictions may need a complete building department staff on-site for several years. BV has the capacity to seamlessly adjust its personnel and resources to facilitate both ends of the spectrum and everything in-between.

Partnering with BV provides the City immediate resources. As the demand on the agency increases, the firm supplements the additional workload by augmenting its resources. Because of the firm's familiarity with the policies and procedures necessary for maintaining a building department, it has the ability to immediately begin assisting the jurisdiction with its building and community development department administration needs. One of BV's key assets is the depth of experience its staff possesses. Professional personnel with years of industry experience coupled with a wide-ranging collection of business resources allows BV to uniquely customize and focus on its client jurisdiction's specific needs and requirements. BV has worked directly with jurisdictions in a variety of capacities and is familiar and comfortable working in the fast-changing pace of a growing city with evolving departments.

BV's team is intimately familiar with the policies and procedures necessary for building and maintaining a thriving building and community development department, selecting and managing personnel from administrative to key management positions, and using creative and leading edge approaches to reaching successful solutions to tough problems. Because the firm's back office deals with the public, they always display good interpersonal skills and listening skills, which are needed for assessing and understanding customers' needs. BV's management team is dedicated to serving the City and providing the resources necessary to ensure successful Building Plan Review and Inspection Services and other related services. The firm's management team will directly oversee the review of submittal documents, bulletins, and change orders to assess compliance with the regulations contained in the various building codes, and recommend action with respect to the building permit.

2. FIRM QUALIFICATION AND EXPERIENCE

COMPETENCE THROUGH CERTIFICATION - INTERNATIONAL CODE COUNCIL

Building safety depends on more than codes and standards. Service levels of the highest quality during the provision of these services result from providing trained professionals with the resources and ongoing support necessary to stay current with the latest advancements in the building safety field. ICC certification ensures competent building and fire safety individuals are involved in the critical building approval process. It also helps to continue attracting an increasing level of competence and professionalism into the building code community. The ICC certification represents the BV team's commitment to providing professional and qualified plan review and inspection staff to the firm's clients.

Master Code Professional - The Gold Standard

Multiple members of the BV team have earned the MCP designation. As the highest level of certification the International Code Council has to offer, the Master Code Professional (MCP) designation has become the gold standard for demonstrating proficiency in the building and fire safety profession. Earning the MCP credential is a significant personal accomplishment as well, requiring successful completion of an extensive series of objective and written examinations. Many of the examination credits are from core certifications, covering the areas of Residential Building Inspector, Commercial Building Inspector, Commercial Electrical Inspector, Commercial Mechanical Inspector, Commercial Plumbing Inspector, Building Plans Examiner, Accessibility Inspection Plans Examiner, and Certified Building Official. The remaining credits are electives selected from a variety of areas such as Fire Inspector, Commercial Energy Inspector, Electrical Plans Examiner, Property Maintenance and Housing Inspector, and others.

CERTIFICATION THROUGH MULTIPLE ACCREDITING BODIES

The following is brief selection of accreditations and certifications which speak to the firm's qualifications.

IAS AC 251 Accreditation

In October 2010, Bureau Veritas proudly became the first company to achieve accreditation under the International Accreditation Service (IAS) Third-Party Permitting, Plan Review, and Inspection Service Providers Accreditation Program (AC 251). AC251 outlines requirements for the accreditation of third-party nongovernmental providers of building department services and thus recognizes the important role private firms play in ensuring public safety. The goal of this program is to provide accreditation to independent providers of building department services based on quality management principles and best practices, to ensure the outstanding safety record of buildings in the U.S., as compared to buildings elsewhere in the world, is maintained. Building departments can use the IAS program

to verify the companies they hire are qualified to provide building safety services for the jurisdiction. For Bureau Veritas, accreditation is a way to provide independent verification of its established quality procedures and best practices which have been an integral part of the company since its founding in 1828.

For Bureau Veritas to achieve IAS accreditation, evaluators assessed Bureau Veritas across several distinct categories including code administration, construction codes, plan review processes, professional credentials and licensing, and inspection procedures. In addition, IAS also assessed critical elements of the services provided to jurisdictions such as contract details, operational procedures and plans, and fiscal year budgets. The International Accreditation Service is a nonprofit, internationally recognized accreditation body and a subsidiary of the International Code Council (ICC).



IAS accredits building departments, third-party building department service providers, special inspection agencies, product certification agencies, inspection programs for metal building manufacturers, fabricator inspection programs, testing and calibration laboratories, inspection agencies, training agencies, curriculum developers, and field evaluation bodies.

Management Systems Certified

As a world leader in Testing, Inspection, and Certification, Bureau Veritas provides its clients with solutions to meet their quality, health, safety, environmental protection, and social responsibility (QHSE-SR) objectives. Bureau Veritas prides itself on its commitment to these principals, and has obtained global certification to each of the following International Management Systems Standards:

- ISO 9001:2015 - Quality
- ISO 14001:2015 - Environmental
- OSHAS 18001:2007 - Health and Safety

PLAN REVIEW SERVICES

As the largest plan review firm in the United States, BV provides full-service code consulting and plan review services for compliance with a variety of codes, including the International Building, Plumbing, Electrical, Mechanical, and Fire Codes, as well as the National Electric Codes as adopted by each jurisdiction. The firm has specific experience working through a variety of challenges, including (but not limited to) infill commercial development; adaptive reuse and change of occupancies of existing buildings; retrofit of un-reinforced masonry or soft-story buildings; large commercial shopping centers and mixed-use multi-family developments; live-work projects; and high tech, research, and development facilities.

BV personnel have performed and managed plan review for

2. FIRM QUALIFICATION AND EXPERIENCE

thousands of projects. Project types include high-rise hotels and office buildings; institutional occupancies (including jails, shipping facilities, and room additions); single-family tract and custom homes; tilt-up shells; and tenant improvements. Our staff has considerable review experience of virtually any structure requiring permits, plan reviews, and inspections. Our large, licensed plan review staff enables us to manage numerous and complex projects simultaneously, as well as provide discipline specific plan reviews (e.g., structural, mechanical/plumbing, electrical, fire).

The firm has the capacity to deliver plan review services related to the following disciplines:

- Architectural, fire and life safety plans examination
- Structural plans examination
- Mechanical, plumbing, and electrical code plans examination
- Review and approval of alternate materials, alternative design, and methods of construction
- Fire plan check (as-needed) including:
 - » Fire sprinkler/fire alarm
 - » Smoke detection and dampers
 - » Underground

Plan Review Turnaround Schedule

At your request, BV can provide plan review activities on a fast-track basis. Turnaround times for each submittal will relate to the size and nature of the project and its impact on the construction schedule. To reduce turnaround times for plan review, the firm utilizes electronic submittals, phased submittals, conference calling, and videoconferencing.

BV has built long-term partnerships with numerous agencies. The firm understands accuracy, efficiency, and integrity in all aspects of professional services is required. Testimony to BV's professional excellence is the fact it has provided services to many of its municipal clients since their incorporation. Because of the BV's large pool of accessible resources, the firm can assemble experienced personnel in order to help with project schedule recovery when necessary. BV's team maintains efficient turnaround times on all reviews as a key measurement of performance for the provision of plan review services.

BV will also accommodate preliminary reviews to facilitate fast-tracked, or accelerated, projects. This aids with timely turnaround and enhances client and public relations. If designers include construction drawings which do not conform to the prescriptive requirements of the codes, the jurisdiction's designee will have final approval over the plan being reviewed. If requested, BV's staff will make recommendations for the resolution. The firm is also available to meet with City of Sherman representatives, or others as needed to discuss findings.

Electronic Plan Reviewing

BV provides an alternative solution to traditional plan checking. By utilizing Adobe Acrobat with electronic plan

submittal and commenting, the firm's plan reviewers can quickly and accurately review plans for compliance with applicable codes. This allows for economical movement of plans and quick turnaround, eliminating shipping time and costs. In this way, electronic plans with comments can be viewed and discussed with tenant, designer, and plans examiner as needed to resolve issues quickly and efficiently.

As part of this process, plans are first submitted as PDF files via a secure and confidential FTP site in which the client also has access. BV's staff then reviews these plans and places comments and redlines directly on the plans, corresponding to areas needing revisions. Next, redlined plans with comments are forwarded to, or placed on, the secure FTP site for the designers, engineers, and architects. Plans can then be revised and resubmitted via the same method described. Once all items are resolved, hard copy plans are sent to BV for approval stamps and signatures. Finally, these stamped and signed approved drawings are sent to the jurisdiction for permitting.

Digital plan review presents customers with a convenient alternative solution to printing and delivering paper plans to jurisdiction offices at zero cost. This modern solution has become especially valuable as clients seek to continue strong construction and development activity while focusing on health and safety during the COVID-19 pandemic.

Transmittal of Plans and Correction Lists

BV assumes responsibility for the pickup and return of plans. All plans shall be picked up from the jurisdiction and/or designer offices within 24 hours of notification. Should the volume of work be sufficient, the firm proposes to establish regular pickup of plans on a consistent basis. BV will also utilize shipping courier at no additional cost to the jurisdiction and/or designer.

Upon completion of each plan review, BV will forward a copy of the correction list to both the jurisdiction and the designer by mail. When corrected plans are resubmitted, the firm will either follow the previous procedure, or the applicant may schedule an office visit to go over any corrections in person. BV will forward completed plans once they are stamped and signed by BV staff. BV's transmittal forms are customized for use unique to the specific jurisdiction.

Plan Review Methodology

BV's team will work cooperatively with the City of Sherman internal departments and with any and all other outside agencies having jurisdiction on this project. The firm's team will conduct reviews of any and all deferred submittals as outlined by the International Building Code or as stipulated on the project documents. The Plan Review team is also able to recommend approval of projects after substantial compliance with the applicable codes has been reached. BV will clearly report all comments to the design team and work with them to efficiently reach resolution. Upon completion of the plan review process and when it has been determined all

2. FIRM QUALIFICATION AND EXPERIENCE

comments have been addressed in the plans, the firm shall issue a letter to the City of Sherman recommending issuance of the respective permit(s).

BV's proposed team familiarizes themselves with the requirements of a public agency before beginning a review. The firm has extensive public sector experience, which assures the public's interests are fully protected. BV believes technical competence, while expected, is not enough. Experience and careful, thorough consideration of issues and impacts is needed in addition to the purely technical considerations. The firm has devoted a great deal of time and effort over the years to refining its approach and developing documentation to assist clients and train staff in understanding plan review procedures.

BV will work to ensure submittals are properly coordinated and tracked by following an established internal plan check coordination process in which each plan received for review is entered into the firm's FLEX and Task Management System (TMS) databases, processed, and returned on time to the client. BV's plan monitoring procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal. To accomplish this the firm will:

- Screen and log each application to assure they are routed to all plan reviewers in a timely manner.
- Submittals are reviewed for compliance with all relevant state and jurisdictional requirements. The log serves as a tracking device to assure turnaround times and completeness of the review.
- Plan reviews will be done in accordance with local, state, and federal regulations with which local jurisdictions are mandated to enforce as well as all codes and ordinances in effect by adoption at the time of plan review. Preliminary consultations will be provided to the applicant upon request, to assist and guide them in the design and plans preparation process.
- Information shown on each permit application is verified.
- Provide a thorough Building (Structural), Mechanical, Plumbing, Electrical, and Fire (including sprinklers and alarms) review of design drawings and details for compliance with the Building Code architectural provisions, including provisions for safety glazing, building security, and noise insulation performance standards, to name a few.
- Plan review management.
- BV assures corrections are handled as quickly and as clearly as possible. The firm's goal is to help the client through the plan review process. All corrections are identified based on compliance with specified codes and regulations.

Generally, corrections are identified in two ways. Notes are made on plans during electronic review or on hard copy plans, if appropriate, and a correction sheet is generated

detailing what items need to be addressed before plans can be approved. The City shall approve the development of any customized correction sheets. Correction sheets for specific projects shall be forwarded to the City along with a cover memo containing at least the following:

- The date(s) plans were received and reviewed by BV
- The date(s) the applicant was notified of completed plan reviews
- The name and telephone number of the applicant

During the plan review process, BV is prepared to meet with City of Sherman employees or consultants at any time. Telephone discussions or meetings at the project site are welcomed to assure any plan review issues are handled efficiently. BV's goal is to issue approved plans as quickly as possible but in full compliance with laws, codes, ordinances, and regulations. Upon completion of the plan review, the following information package will be prepared and logged at a minimum:

- Completed plan review documents which include sign-offs
- Transmittal letter documenting any conditions associated with issuance of a permit, if any
- Marked up plan review documents
- Two sets of approved building plans
- Backup documents and reports
- All documents shall be provided in a format desired by the City

Fire Plan Review Methodology

BV's staff will consult closely with the Fire Chief/Fire Marshal or their designated representative on any areas which require code interpretation or where alternate methods are being proposed and considered. The firm's proposed fire plan review engineers have specific experience working through multiple types of facilities to ensure compliance with applicable codes, standards, and amendments, including the adopted National Fire Protection Standards and U.L. BV's experience includes written comments and verbal communication with applicants to better understand requirements and provide direction for compliance, as well as close communication with fire departments to clarify policies, code interpretations, plan review status, and procedures.

BV staff have reviewed hundreds of projects for fire safety components including NFPA 13, NFPA 72, NFPA 101, etc. All personnel assigned to the City of Sherman's project will have available the necessary materials, resources, and training to conduct plan reviews, including copies of applicable local amendments, policies, procedures, and forms.

INSPECTION SERVICES

BV is dedicated to being client-focused and customizing the work according to your specific needs. The firm can provide inspection services for a single project, such as

2. FIRM QUALIFICATION AND EXPERIENCE

this one, which presents unique complexities due to its construction or size, or it can provide enough staff to handle all inspection services for an entire jurisdiction. BV's building inspection services can be adjusted to provide a high level of coordination specifically suited to the design-build concept. The firm's inspectors are ICC certified and have extensive experience in the construction trades. Fast-tracked projects may be built into small phases based on incremental design and fabrication steps. In such cases, BV's inspection team keeps daily logs to track corrections and plan review changes.

BV recognizes a project of this magnitude will require varying levels of inspection support at different stages of construction. In the beginning the inspection volume has the potential to be lower (maybe requiring an inspector to be on-site 1-2 days per week) but as development progresses this volume will increase (possibly requiring an inspector to be on-site full time). The firm has the capacity seamlessly adjust personnel and resources to address these changes in inspection services demand to match the needs and the requirements of the project and ensure timelines and expectations are adhered to or exceeded.

BV's inspection teams also provide on-call building inspection services to cover staff vacation time, peak workloads, specialized inspection activities, and any other situations which may arise. These activities may include next-day inspections and same-day response to important or urgent requests.

The firm will provide the City with ICC certified personnel to provide the following services:

- Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring structural or architectural changes have been stamped as approved by appropriate authority and recognizing the need for and requiring plan checks for electrical, plumbing, and mechanical code requirements.
- Perform and document inspections on the project to determine all aspects such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes and zoning ordinances, including known local, city, state, and federal requirements.
- Review plans for building construction, plumbing, electrical, and mechanical details prior to making inspection.
- Bring to the attention of the City for approval of certain changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirements.
- Participate in reviews with fire, health, and other government agency inspectors, as well as owners.
- Maintain a record of non-complying items and follow up to resolution of such items.

Fire Inspection Methodology

BV can place an experienced fire inspector for this project or can augment existing staff to cover vacations and other leaves of absence. The firm can even provide all fire inspection on a daily basis. Systems and components the firm inspects include (but are not limited to):

- Fire sprinklers, including systems beginning at property line, as directed
- Fire pumps
- Fire alarm systems
- Automatic suppression systems, including Halon, FM200, and CO2
- Hoods
- Duct extinguishing systems
- Exits
- Emergency Lighting
- Voice evacuation systems
- Fire permit inspections

Additionally, BV can provide regular inspections of all aspects of the fire permit requirements, whether annually, biannually, triennially, every five years, or any other length of time as mandated by the adopted codes.



TEAM MEMBERS QUALIFICATIONS **AND** **EXPERIENCE**

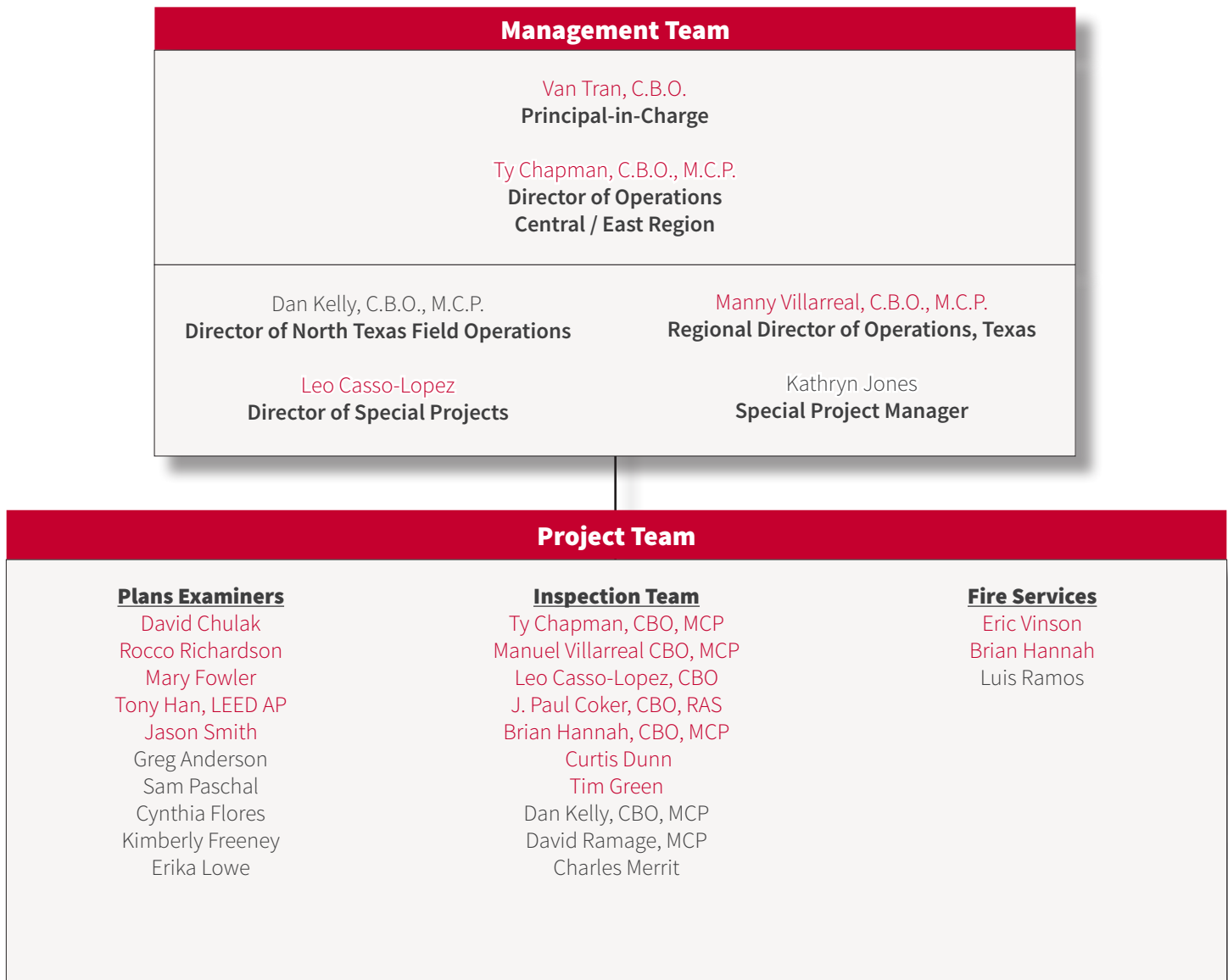
B U R E A U

V E R I T A S

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

ORGANIZATIONAL CHART

BV has assembled a team of experts who are equipped to deliver exemplary services to the City of Sherman. Below is an organizational chart depicting lines of communication. Key personnel are identified in red, with summary of qualifications and resumes provided in pages below. Additional personnel resumes will be provided upon request.



3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Van Tran, C.B.O.

Vice President/Principal-in-Charge

EDUCATION

Master of Business Administration
Bachelor of Science -
Environmental Design

REGISTRATIONS/ CERTIFICATIONS

ICC Certified:
Certified Building Official
Certified Plans Examiner
Accessibility Inspector/Plans
Examiner
Certified Permit Technician
Residential Energy Inspector/
Plans Examiner
Commercial Energy Plans
Examiner
Commercial Energy Inspector

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
North Texas Chapter of ICC
Texas Municipal League
Building Officials Association of
Texas

TOTAL YEARS OF EXPERIENCE

21+

Since joining Bureau Veritas in 2003, Van has played a key role in managing the operations and business growth of the Central and Eastern Regions of the U.S. He currently manages a multi-million dollar budget with more than 110 employees serving 400+ clients.

Key to Van's success is the ability to hire and retain high-quality professionals and ensure premium service for his division's clients. With more than 21 years of private and public experience he has played a role in providing plan review, inspection and code consulting services to many multi-million dollar projects of all major building types, including the new \$1.2B Dallas Cowboys Stadium.

Van also leads a team of training professionals in developing and educating AIA/CES approved seminars for design professionals, code officials, developers, contractors, engineers, and building owners. Since 1999, Van has been actively participating with the continuing education program offered by Building Professional Institute where he serves as a Moderator and Speaker.

As the Principal-in-Charge, Van's main responsibilities are to ensure the adequate number and quality of resources are provided for each project, render decisions on recommendations or changes presented by the Project Manager, stay informed of project development and status, confirm and prioritize the requirements for the project, and resolve any issues that cannot be resolved at other lower project management levels. His success in this position is the result of numerous contract awards.

SELECT PROJECT EXPERIENCE

Vice-President, Central & East Region

Bureau Veritas North America, Inc.

2003 - Present

- Develop new business plan and strategy for region.
- Develop budget and manage P&L for \$12M region with over 100 staff in over 500 municipalities including Arizona, Florida, Georgia, Massachusetts, Oklahoma, Pennsylvania, Texas, and Virginia/DC
- Code consultation of major projects includes Dallas Cowboys Stadium, National Mixed-Use Developments, and other large-scale commercial developments.
- Develop training workshops for design professionals, code officials, developers, contractors, engineers and building owners.
- Develop and implement technology solutions for an on-line project tracking system and energy code compliance reporting system.
- Develop and implement an on-line knowledge-based plan review and inspection guide.
- Responsible for operational and implementation functions of new business development.

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Ty Chapman, C.B.O., M.C.P.

Director of Operations

LICENSES/CERTIFICATIONS

ICC Certified:
Accessibility Inspector/Plans Examiner
Building Inspector
Building Plans Examiner
Certified Building Code Official
Certified Building Official
Certified Electrical Code Official
Certified Fire Code Official
Certified Housing Code Official
Certified Mechanical Code Official
Certified Plumbing Code Official
Combination Inspector
Combination Inspector - Legacy
Combination Plans Examiner
Commercial Combination Inspector
Commercial Energy Inspector
Commercial Energy Plans Examiner
Electrical Inspector
Electrical Plans Examiner
Fire Inspector I
Fire Inspector II
Fire Plans Examiner
ICC/AACE Property Maint. & Housing Inspector
Master Code Professional
Mechanical Inspector
Mechanical Inspector UMC
Mechanical Plans Examiner
Plumbing Inspector
Plumbing Inspector UPC
Plumbing Plans Examiner
Residential Comb. Inspector
Residential Energy Inspector/Plans Examiner

Texas Department of Licensing and Regulation:

Master Electrician

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

25+

With more than 14 years in the code compliance sector, Ty Chapman has extensive experience allocating technical resources, evaluating pre-construction requirements, reviewing design drawings and inspecting all manner of construction projects. Over the course of his career, Ty has served as inspector, plan reviewer, building official and business unit manager.

An expert code professional, Ty has aided in a number of code changes, updating and implementing the latest code adoption for many cities. He also served as Frisco's first combination inspector and created a full-time building inspection department for the city of Anna.

Ty came to BVNA as a combination inspector in 2004. Clients appreciate his knowledge, attitude and communication skills with contractors, architects and the public. He now serves as Business Unit Manager, where he manages a staff of inspectors.

SELECT PROJECT EXPERIENCE:

Business Unit Manager

Bureau Veritas North America, Inc.

- Manages inspection services for North Texas area
- Hires and trains inspection staff
- Responsible for operational and implementation functions of business unit
- Conducts follow up inspections to ensure quality
- Administers municipal contracts
- Performs inspections

Building Official/Fire Marshal/ Plans Examiner/Code Enforcement

City of Anna

- Created a full-time building inspection/development department for the city
- Conducted fire inspections and served as code training officer for the fire department
- Performed plan review and inspections on all commercial and residential projects
- Consulted with client municipalities looking to update their building codes

Senior Building Inspector/Plans Examiner

City of Frisco

- Conducted multi-disciplined inspections and plan reviews on residential and commercial structures
- Trained new inspectors with the primary focus on enforcement of the building codes
- Recognized as city's first combination inspector

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Dan L. Kelly C.B.O., M.C.P., Director of Field Operations - North Texas

REGISTRATIONS/CERTIFICATIONS

Licensed Plumbing Inspector:
TX, #2785
ICC Certified:
Accessibility Inspector/Plans Examiner
Building Inspector
Building Plans Examiner
Certified Building Code Official
Certified Building Official
Certified Electrical Code Official
Certified Mechanical Code Official
Certified Plumbing Code Official
Combination Inspector
Combination Plans Examiner
Commercial Building Inspector
Commercial Combination Inspector
Commercial Electrical Inspector
Commercial Energy Inspector
Commercial Mechanical Inspector
Commercial Plumbing Inspector
Electrical Inspector
Electrical Plans Examiner
Fire Inspector I
Fire Inspector II
Fire Plans Examiner
Master Code Professional
Mechanical Inspector
Mechanical Plans Examiner
Plumbing Inspector
Plumbing Plans Examiner
Residential Building Inspector
Residential Combination Inspector
Residential Electrical Inspector
Residential Energy Inspector/Plans
Examiner
Residential Mechanical Inspector
Residential Plumbing Inspector
PROFESSIONAL AFFILIATIONS
International Code Council (ICC)
Texas State Board of Plumbing
Examiners (TSBPE)

TOTAL YEARS OF EXPERIENCE

25+

Dan has more than 25 years of experience in the residential and commercial construction fields, with more than 15 years of experience in residential and commercial design (TurboCAD/AutoCAD). He has the ability to work effectively as part of a team or independently with minimal supervision. Dan is constantly keeping up-to-date of new technologies in the industry and he pursues/upgrades industry certifications.

SELECT PROJECT EXPERIENCE

Director of Field Operations - North Texas

Bureau Veritas North America, Inc.

2023 - Present

Manages inspection services for North Texas. Hires and trains inspection staff. Responsible for operational and implementation functions of business unit. Conducts follow up inspections to ensure quality. Administers municipal contracts and performs inspections.

Area Manager - DFW Northwest Region

Bureau Veritas North America, Inc.

2017 - 2023

Worked with Texas Operations Director to maintain a high level of service to clients within a defined region. Coordinated and assigned daily inspection duties to regional field inspectors. Maintained open communication with client cities and establish a general pattern of on-site visits with various department personnel to maintain effective relationships. Worked with other area managers to address any issues that may arise where help is needed. Provided education and leadership to field staff and coordinate times for both individual and group meetings to discuss performance, new code related items, and general consistency of inspections and reports. Performed commercial/residential multi-trade inspections to verify compliance with adopted codes. Met with clients to consult and advise on applicable code issues in relation to projects. Discussed code issues and resolutions with architects, engineers, and designers pertaining to discrepancies discovered during on site inspections. Communicated effectively with local city officials, plans examiners, and inspectors to verify proper plan review/inspections in accordance to adopted code and code amendments. Maintained records and prepare reports.

Building Official/Zoning Official

City of Aurora and City of Boyd, Texas

Performed Building, Mechanical, Electrical and Plumbing plan review and inspections. Worked with the city administrator and Planning and Zoning Committee to draft and adopt current zoning ordinance. Communicated with city council members in relation to the actions of the building department. Maintained records and prepared reports. Worked with code enforcement officers on reported code violations. Reviewed currently adopted city codes and suggested amendments to the city council. Worked with staff to adopt current codes (2012 International Codes, 2014 National Electrical Code). Worked on development information packet to expedite the plan submission and review process. Worked on updates to city website to include development information.

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Manuel “Manny” Villareal, C.B.O., M.C.P. Regional Director of Operations

LICENSES/CERTIFICATIONS

ICC Certified:
Master Code Professional
Electrical Inspector
Commercial Electrical Inspector
Residential Electrical Inspector
Certified Building Code Official
Certified Building Official
Certified Housing Code Official
Property Maintenance & Housing
Inspector
Building Inspector UBC
Combination Inspector
Commercial Combination
Inspector
Building Inspector
Building Plans Examiner
Commercial Building Inspector
Residential Combination
Inspector
Residential Building Inspector
Mechanical Inspector
Commercial Mechanical Inspector
Residential Mechanical Inspector
Plumbing Code Official
Plumbing Inspector
Plumbing Plans Examiner
Commercial Plumbing Inspector
Residential Plumbing Inspector
Accessibility Inspector/Plans
Examiner
Residential Energy Inspector/
Plans Examiner
Commercial Energy Inspector
Commercial Energy Plans
Texas Department of Licensing
and Regulation:
Journeyman Electrician
Master Electrician
Texas State Board of Plumbing
Examiners: Plumbing Inspector

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

19+

Manuel “Manny” Villareal has 19+ years of experience within the construction industry. Throughout this time Manny has served as both a team player and a leader. He has worked on various projects throughout Texas. Manny has earned various certifications that have allowed him to further his knowledge of the field. Through what he has learned and his experience on the field, Manny has been able to ensure the success of any project.

SELECT PROJECT EXPERIENCE:

Regional Director of Operations Bureau Veritas North America, Inc.

2021 - Present

Regional Director Private Sector

2016 - 2021

Tracked labor, sales, operating costs and managed operations of an annual \$11 million revenue generating State of Texas business unit that includes clients in the DFW Metroplex, Lubbock TX area, Austin TX area and Houston TX area. Supervised a staff of forty-three full time employees including development of state managers, area managers, managers and team leaders to improve team management. Educated team members, city municipality clients, project managers and trade subcontractors about overall trends in the construction industry which may affect the quality, installation procedures and certification of aU building systems. Communicate verbally and in writing with staff members, city municipality clients and construction project field managers.

Certified Commercial and Residential Combination Inspector Bureau Veritas North America, Inc.

2014 - 2016

Senior Inspector Plumbing and Mechanical Plan Reviewer/Inspector DFW International Airport

2012 - 2014

Supervised four plan reviewers and four field inspectors. Supervised and evaluated plan review and inspection staff. Performed field inspections and reviewed plans of newly constructed or modified facilities. Recommended changes to comply with codes and design criteria. Educated project managers, project designers and trade subcontractors. Communicated verbally and in writing with all parties involved with DFW International Airport construction projects. Proactively contributed recommendations for solutions to correct any discrepancies discovered during the plan review and inspection process.

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Leo Casso-Lopez Director of Special Projects

REGISTRATIONS/ CERTIFICATIONS

ICC Certified:
Accessibility Inspector/Plans Examiner
Building Inspector
Building Plans Examiner
Certified Building Code Official
Certified Building Official
Certified Housing Code Official
Combination Inspector
Commercial Building Inspector
Commercial Combination Inspector
Commercial Electrical Inspector
Commercial Energy Inspector
Commercial Mechanical Inspector
Commercial Plumbing Inspector
Electrical Inspector
Mechanical Inspector
Plumbing Inspector
ICC/ACCE Property Maintenance & Housing Inspector
Residential Building Inspector
Residential Combination Inspector
Residential Electrical Inspector
Residential Energy Inspector/Plans Examiner
Residential Mechanical Inspector
Residential Plumbing Inspector

PROFESSIONAL AFFILIATIONS

International Code Council

TOTAL YEARS OF EXPERIENCE

26+

With more than 21 years in the building industry, Leo Casso-Lopez has a wealth of experience in the municipal arena. Prior to joining the BV team, Leo was employed as the Residential Building Inspector Supervisor for the City of El Paso, providing him extensive knowledge of the City's best practices with regard to building safety.

Leo also has expertise in the areas of code enforcement, backflow prevention and plumbing inspections. He holds numerous residential and commercial certifications from the International Code Council.

Leo is a thorough and conscientious project manager and inspector, who is known for building solid working relationships with both clients and contractors.

SELECT PROJECT EXPERIENCE

Project Manager/Inspector

Bureau Veritas North America, Inc.

- Inspects multiple projects in the El Paso area.
- Interacts with citizens, contractors and government clients daily regarding code information and concerns and prepares and submits inspection reports outlining daily inspection activities.
- Performs inspection tasks and ensure the work performed meets applicable standards or codes.

Residential Building Inspector/Supervisor

City of El Paso

- Planned, assigned, prioritized work and assisted building inspectors to perform inspections of construction projects.
- Interpreted, informed and explained codes for building inspectors, project superintendents, contractors, architects, engineers, and the public.
- Provided uniform conformance to building codes, standards and regulations.
- Investigated and responded to complaints regarding action or citation; depending upon the situation.
- Supervised, coordinated and assisted work performed by building inspectors.
- Provided training and development for employees; appraised employee performance.

Building Inspector

City of Plano

- Inspected new and remodel projects throughout the construction phases for adherence to City codes.
- Issued red tags, stop work orders, correction notes and citations when construction did not

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Kathryn Nicole Jones Special Project Manager

EDUCATION

B.A., Business Management

Kathryn has over 15 years of experience building department operations for jurisdictions in Texas. She has great knowledge on all aspects within the industry.

PROFESSIONAL AFFILIATIONS

Construction Management
Association of America
National Association of
Women in Construction
Professional Women
in Construction

TOTAL YEARS OF EXPERIENCE

15+

SELECT PROJECT EXPERIENCE:

Special Project Manager Bureau Veritas North America, Inc. 2023- Present

Oversees operations for special projects at jurisdictions in North Texas. Performs quality assurance and quality control for plan review and inspections on large projects to ensure project deadlines and standards of care are met.

Texas State Operations Division - Private Provider Manager Private Sector 2015 - 2023

Managed full operations at Winston Services; 3rd Party Private Provider Business Management for Plan Review Staff: Inspection Staff, Permit Tech Staff, and partner with all levels of Management including Executive Level Directors, CCO, CFO, CEO for direct reporting on business statistics and growth potential. Responsible for Operations Data/Reporting, Managing and Maintaining Productivity Smartsheet for each Division within the State; TX North CW; TX South CW; TX Winston; Managing plan review department (statewide operations); Managing staff workload and completing plan reviews as necessary; Managing all permit tech and inspection staff pertaining to the Private Sector; Completing all new hiring and requisitions.

Scheduled, attended and managed all Client Development, Pre-Development, Construction Development meetings with clients and local officials. Attended client/organization conferences representing the private sector; Maintained client retention and relationships; PP Smartsheet Tracking-Input-Follow Up - Managed/Tie off with Salesforce; New client onboarding/Pre-onboarding with team and pre-onboarding with City (Jurisdictional).

Created, priced and managed all 3rd Party Private Provider proposal generation; proposal/quote requests. Communicated realistic timelines and permitting structure to assist in the construction development bid process; Researched project within CFW Accela to ensure all potential delays within CFW departments were known to the client (platting, addressing, CFA, MISC projects, Zoning issues, NFZ, historical districts, design districts; Assist Legal Counsel and Representation for historical documentation Created, updated, and maintained all SOP material for Private Provider Team (both CFW and Jurisdictional); conducted tie off with IT Development for system enhancement procurement and training to ensure proper functionality

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

David Chulak

Plans Examiner

LICENSES/CERTIFICATIONS

ICC Certified:
Building Plans Examiner
Residential Energy Inspector/
Plans Examiner

David Chulak has more than 20 years of public and private industry experience providing plan review and code consulting services. Over the years, he has examined commercial and residential plans for code compliance, including marinas, multi-family structures, and hotels. He is adept at working with architects, engineers, builders, and building officials to assist them in identifying optimal solutions for a variety of issues.

David has also been a consultant, appearing as an expert witness in cases involving construction litigation, as well as writing legal reports for disputes in construction litigation. Additionally, David has been instrumental in code changes and developments through the International Code Council.

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
Texas Municipal League

SELECT PROJECT EXPERIENCE:

TOTAL YEARS OF EXPERIENCE

27+

Wal-Mart Supercenter

Fort Stockton, TX

Performed plan review services for this \$7 million, 90,000 square foot project on 19 acres. Available to field superintendents, answering code related questions and assisting them with problem solving issues related to code compliance throughout the project.

Best Western Hotel

Goliad, TX

Performed plan review services for this three-story, \$3 million hotel project, which consists of 38,000 square feet and 50 units. The building features a continental breakfast area, fitness room, guest laundry, and a business center. All reviews were performed in accordance with the 2006 IBC.

Bedford Public Library

Bedford, TX

Handled plan review for the new \$6 million Bedford Public Library, which consists of 43,000 square feet of meeting rooms, classrooms, a dedicated story-time area, separate children's and teen areas, and a state-of-the-art computer lab.

Grandview Elementary School

Grandview, TX

Conducted plan review for the new elementary school located in Grandview. The facility, encompassing approximately 85,000 square feet, consists of two classroom wings divided by administrative and core functions. Behind the administrative area are a large library, music suite, gymnasium and cafeteria. The primary academic wing includes 20 classrooms, most of which are 825 square feet, two 900 square foot computer labs, and a Life Skills Suite.

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Rocco Richardson

Plans Examiner

LICENSES/CERTIFICATIONS

Florida DBPR:
Standard Plans Examiner

ICC Certified:
Permit Technician

TX Dept. of Licensing &
Regulation:
Texas Board of Architectural
Examiners - Registered Architect

PROFESSIONAL AFFILIATIONS

Florida Department of
Professional Regulation (DBPR)
International Code Council (ICC)
International Conference of
Building Officials
Building Code Advisory Board

TOTAL YEARS OF EXPERIENCE

23+

Rocco Richardson has 23 years in the construction industry as a plumber and plans examiner. He is an experienced and competent professional, applying his technical knowledge and skills to ensure builders follow all applicable federal, State and local codes in the construction of both residential and commercial structures, as well as the renovation of same.

He has the ability to analyze, problem solve and manage time to ensure project timelines proceed on schedule; Rocco has an earned a reputation for meticulous review processes, closely monitoring job progress, and utilizing practical and technical knowledge in the application of building codes.

SELECT PROJECT EXPERIENCE:

Residential Plans Examiner

Bureau Veritas North America, Inc.

As a residential plans examiner, Rocco examines and approves drawings, plans, and specifications of proposed residential construction and alterations/additions to existing residential structures to ensure compliance with applicable federal, State and local codes, ordinances, and standards.

Plans Examiner

City of Amarillo

As a plans examiner for the City of Amarillo, Rocco reviewed residential and commercial plans for compliance with the city's adopted building and zoning codes as well as State and federal codes and statutes. He provided technical assistance to staff, inspectors, architects, contractors and the public when complex issues needed to be defined.

Plan Review Division Supervisor

Maricopa County

In this role, Rocco provided administrative support and managerial back-up in the absence of the Building Official. He was responsible for the operations and supervision of commercial and residential construction review and the standard plan program. Rocco created and implemented department policy and directives and conducted weekly meetings for staff agenda items. He coordinated code training needs for the plan review staff and provided administrative and staff liaison services to the public, architects, and developers. He also implemented departmental policies and procedures for special projects such as foreclosures, abandoned projects and subdivisions

Plan Review Specialist

Maricopa County

Rocco designed and coordinated the implementation of the department's new standard plan program, as well as coordinating and maintaining the operations of the program. He implemented the department's terms and agreement policy for standard plans, designed the standard plan location and tracking system in Microsoft Excel, and reduced review time for production permits based on a standard plan file.

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Mary Fowler Plans Examiner

EDUCATION

B.S. Architecture

With 32 years of experience in the construction industry, licensed by the State of Texas, and a portfolio of projects ranging from multi-million dollar facilities to single family dwellings, Mary has become an expert in performing plan review activities in the State of Texas.

LICENSES/CERTIFICATIONS

Florida DBPR:
Standard Plans Examiner

ICC Certified:
Building Plans Examiner

Mary is well-versed in applying her technical knowledge and following proper plan review techniques to examine workmanship and materials, and detecting deviations from plans, regulations and standard construction practices. She has the ability to analyze, problem solve and ensure work is completed on schedule; and has a reputation for thorough communication and documentation skills, accurately monitoring job progress, and practical knowledge and application of the building codes.

TX Dept. of Licensing &
Regulation:
Texas Board of Architectural
Examiners - Registered Architect

SELECT PROJECT EXPERIENCE:

Plans Examiner

Bureau Veritas North America, Inc.

2013 - Present

PROFESSIONAL AFFILIATIONS

Florida Department of Business
and Professional Regulation
International Code Council (ICC)
Texas Municipal League

As a plans examiner, Mary examines and approves building drawings, plans, and specifications of proposed construction and alterations/additions to existing structures to ensure compliance with all applicable Federal, State and local codes, ordinances, and standards. She consults with developers, architects, engineers, contractors, and property owners to discuss technical requirements of plans; interpret regulations and recommend changes to correct plans to conform to the applicable codes. Additionally, she provides technical assistance to inspectors.

TOTAL YEARS OF EXPERIENCE

32+

Plans Examiner

City of Plano

As a plans examiner for the City of Plano, Mary reviewed residential and commercial plans for compliance with the city's adopted building and zoning codes. She also collaborated with developers, contractors, architects, and home owners to resolve code deficiencies.

Production Intern Architect

HKS, Inc.

During her internship with HKS, Mary was engaged in creating the construction documents for health care and other commercial facilities.

Project Director

Habitat for Humanity

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Anthony “Tony” Han Plans Examiner

EDUCATION

M.A., Public Affairs (MPA)
B.S., Construction Science

LICENSES/CERTIFICATIONS

ICC Certified:
Plans Examiner / Accessibility
Examiner

LEED AP

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
U.S Green Building Council
(USGBC)
Texas Municipal League

TOTAL YEARS OF EXPERIENCE

25+

Tony has over 25 years of experience in private sector and government sector work. His expertise includes ADA Title II Self-Evaluation and Transition Plan development (recent example with City of Plano, Texas), project management, strategic technology implementation, work process improvements, utility services management, human resource management, public information and marketing, and engineering process improvements. Tony has worked in various departments within municipal settings such as Building Inspections, Engineering, Technology Services, Public Information, Water Utilities, and Neighborhood Revitalization. Tony also has relevant experience in Project Controls with Fluor Corporation – a global engineering and construction company.

SELECT PROJECT EXPERIENCE:

Plan Review

Bureau Veritas North America, Inc.

Provides commercial plan review services for clients in Texas.

Engineering Compliance Manager

City of Plano

Managed five staff members in the Engineering Department and the Engineering permit services counter with staff Engineering Technician. Developed strategies and hired consultant for ADA Self-Evaluation and Transition Plan work. Streamlined administrative functions to assist Engineering work processes. Spoke at Utility Coordination meetings to share information with private agencies. Worked on special projects: escrow tracking, agenda tracking, Trakit training and development Collaborated with other departments on engineering permitting work.

Strategic Technology Manager

City of Plano

Partnered with and serves as a resource to City departments to identify, prioritize, and implement technology strategies and projects. Collaborated with CIO to research and develop City's strategic technology plan. Recommended and prepared reports for improving efficiency, cost-effectiveness, service delivery and sharing of technology across the City. Performed follow-up reviews as required to appraise technology programs across the City. Managed special technology projects to promote innovations across multiple departments. Prepared and presented information to Executive Team in regard to projects and progress of technology initiatives.

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Jason Smith Plans Examiner

EDUCATION

M.A., Sustainable Development
M.S., Management
M.B.A.
B.A., Interdisciplinary Studies

LICENSES/CERTIFICATIONS

Texas State Board of Plumbing
Examiners - Plumbing Inspector
Texas Commission on Fire
Protection - Basic Fire Inspector
Certification

International Fire Service
Accreditation Congress :
Fire Plans Examiner
Fire Inspector II

ICC Certified:

Certified Building Official
International Code Council -
Building Plans Examiner
Commercial Building Inspector
Residential Building Inspector
Building Code Specialist
Building Code Official
Building Inspector
Residential Plumbing Inspector
U.S. Army Primary Leadership
Development Course

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
International Fire Service
Accreditation Congress

TOTAL YEARS OF EXPERIENCE

22+

Jason Smith has over 22 years of experience within the construction industry. Throughout this time, Jason has worked with many clients and has picked up many skills within the field. Jason is experienced with multiple softwares. He has been able to work as a team player but also lead when necessary.

SELECT PROJECT EXPERIENCE:

Plans Examiner
Bureau Veritas North America, Inc.
2022 - Present

Plans Examiner
Private Sector
2021 - 2022

Building Official
City of McKinney
2014 - 2021

Responsible for the supervision of the of Building Inspections department. These responsibilities included defining departmental goals, determining how to reach these goals and establishing the benchmarks for success. Met with customers who have unusual or challenging building related projects and assisted in resolving their complaint through collaboration, empathy and adherence to departmental policy. Responsible for establishing and tracking the budget for Building Inspections department.

Building Official / Planning Director
City of Bonham
2008 - 2014

Met with individuals and business groups to discuss development projects, the opportunities available within the City and the related planning, zoning and code requirements applicable to their project. Responsible for building plan review for the department. Communicated regularly with other City departments, City Manager, citizens and council members to maintain positive and productive relationships. Responsible for reviewing all fire plans and assisting the Fire Marshal, when necessary, in conducting inspections. Responsible for establishing and tracking the budget for my department and the Fire Marshal's office.

Commercial Building Plans Examiner
City of McKinney
2008

Responsible for reviewing building plans for compliance with the International Building Codes as well as applicable City and State ordinances. Met with individuals and business groups, in conjunction with the Planning Department, to discuss the various requirements that are applicable to their projects and how they can achieve construction goals. Communicated with all those involved in the permitting process including answering questions from citizens and contractors about the building code, tracking the progress of the permit review process through the various departments and relaying information to ensure an efficient, customer focused process.

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

J. Paul Coker, CBO, RAS, I-2113

Building Official, Inspector, Special Project Manager, Plans Examiner

EDUCATION

Houston Community College, Data Processing
Wharton County Jr College, Machine Tool Technology, Drafting

LICENSES/CERTIFICATIONS

ICC Certified:
Building Code Specialist
Commercial Building Inspector
Fire Inspector II
Fire Inspector I
Residential Building Inspector
Commercial Energy Plans Examiner
Housing code Official
Building Official
Commercial/Residential Mechanical Inspector

Texas Commission on fire Protection Fire Inspector
Texas Licensed Accessibility Specialist
Texas Licensed Plumbing Examiner/Inspector

SBCCI Plumbing Inspector

PROFESSIONAL AFFILIATIONS

Building Officials Association of Texas (BOAT)
North Central Texas Council of Governments (NCTCOG)
North Texas Chapter of International Code Council (NTCICC)
International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

35+

Paul has over 35 years experience working in municipal government performing building inspections, plan review, technical maintenance, construction, utility operations, including over 25 years as a supervisor. Effective in identifying problems and implementing solutions.

SELECT PROJECT EXPERIENCE:

Building Inspector

Bureau Veritas North America, Inc.

Conducts inspections to ensure building construction is in compliance with the applicable municipal, state, and federal codes and ordinances. Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements.

Chief Building Official

City of Mansfield

2000 - Present

Responsible for the overall administration and supervision of the Building Safety Department, consisting of nine staff members. Coordinate the activities of building inspectors, plans examiners, and permit technicians. Direct, assign, monitor and evaluate the work of employees to accomplish departmental objectives. Enforce all provisions of the city building code and ordinances concerning the mode or manner of construction and materials used in the erection, addition to and repair of all buildings and structures. Perform plan reviews and inspections to ensure compliance with building, plumbing, mechanical, electrical and accessibility codes and standards. Prepared and operated an annual departmental budget of over \$1.2 million. Service as staff liaison and technical advisor to the Construction Codes Board of Adjustments and Appeals.

Building Official

City of Granbury, Texas

May 2000 - Nov 2000

Supervised and evaluated the performance of the Building Inspector, Sanitarian and Permit Clerk. Performed plan review of commercial and residential structures to ensure compliance with applicable local, state and federal laws and ordinances. Approved and issued building permits and certificates of occupancy. Conducted building, electrical, plumbing and mechanical inspections to ensure compliance with applicable codes and ordinances. Held pre-construction meetings with contractors, developers, engineers and citizens. Staff liaison for Building Board of Appeals. Prepared annual departmental budget.

Public Works Director/Building Official

Town of Edgecliff Village, Texas

Oct 1999 - April 2000

Planned, coordinated and directed all activities associated with water/wastewater projects, street maintenance, storm drainage, right of way as it relates to construction and accessibility, building inspections and code enforcement. Approved and issued building permits. Prepared annual departmental budget. Provided supervision, on-the-job training and performance evaluations for all public works employees.

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Tim Green, C.B.O.

Building Official/Building Inspector

REGISTRATIONS/CERTIFICATIONS

ICC Certified:
Master Code Professional
Certified Building Official
Certified Building Code Official
Certified Electrical Code Official
Certified Plumbing Code Official
Certified Mechanical Code Official
Building Inspector
Mechanical Inspector
Electrical Inspector
Plumbing Inspector
Combination Inspector
Commercial Building Inspector
Commercial Combination Inspector
Commercial Plumbing Inspector
Commercial Mechanical Inspector
Commercial Energy Inspector
Accessibility Inspector/Plans Examiner
Building Plans Examiner
Electrical Plans Examiner
Plumbing Plans Examiner
Mechanical Plans Examiner
Combination Plans Examiner
Residential Building Inspector
Residential Electrical Inspector
Residential Energy Inspector/Plans Examiner
Residential Plumbing Inspector
Residential Mechanical Inspector
Residential Combination Inspector
Plumbing Inspector - #I-2633, TX
Master Electrician - #15558, TX

TOTAL YEARS OF EXPERIENCE

22+

Tim has 22+ years of experience as Chief Building Official, building inspector, and electrical inspector among other related services. He has various ICC certifications and is a licensed plumbing inspector and master electrician in the state of Texas.

SELECT EXPERIENCE

Chief Building Official City of Sulfur Springs, TX 2017 - 2022

Reported directly to the Director of Community Development. Responsible for managing the daily operations of the Building Inspectors Department, including permits, plan reviews, and inspections for all residential and commercial projects. Served as escalation point to interpret code and ordinances and to resolve any disputes with builders and/or residents. Responsible for conducting periodic Builders' Meetings to communicate updates and maintain positive relations within the community. Implemented procedural changes to be consistent with current standards for municipal building inspections and work flow. Finalized the code document updates to reflect current National Building Codes. City Council approved recommendations for 2018 Code Adoption.

Chief Building Official City of University Park, TX 2017 - 2022

Building Inspector City of University Park, TX 2010 - 2015

Building Inspector Bureau Veritas 2004 - 2010

Building Inspector City of Frisco, TX 2002 - 2004

Electrical Inspector City of Plano, TX 2000 - 2002

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Curtis Dunn Building Inspector

REGISTRATIONS/ CERTIFICATIONS

Master Plumber: Texas
Board of Plumbing Examiners

Journeyman Plumber: Texas
Board of Plumbing Examiners

Plumbing Inspector: Texas Board
of Plumbing Examiners

MedGas Endorsement: Texas
Board of Plumbing Examiners

ICC Certifications

Residential Plumbing Inspector

Residential Mechanical Inspector
Residential Electrical Inspector

OSHA 30 Certification

TOTAL YEARS OF EXPERIENCE

16+

Curtis is a seasoned Inspector with 16+ years of experience. He is committed to quality assurance and intimately familiar with regulatory and safety requirements. Curtis is adept at developing detailed findings and filing reports by appointed deadlines, specializing in commercial projects.

SELECT PROJECT EXPERIENCE

Commercial Plumbing, Superintendent

Private Entity

2021 -Present

Review plans, building codes, and specifications for each job site. Schedule and coordinate plumbing shutdowns. Fill out daily reports, enter time and conduct safety meetings. Properly lay out, set and connect plumbing and fixtures. Supervise repair and installation of new gas lines. Supervise installation of MedGas systems. Schedule workers, inspections and job duties for the day. Maintain and order materials for job site. Supervise installation of piping systems, fittings, valves, and sanitary systems. Regularly brief General Contractor on job progress

Building Inspector

City of McKinney, Development Services

2014 – 2021

Lead commercial plumbing inspector. Inspected new and existing commercial and residential buildings and structures for conformance with safety and other requirements of national, state and local codes. Conducted quarterly employee training regarding plumbing and mechanical code. Trained all new inspectors in commercial and residential plumbing, mechanical, building, and electrical. Conducted meetings for new commercial developmental projects and acted as a project coordinator for assigned projects. Inspected new and existing multi-family structures to ensure conformance with safety and other requirements of national, state and local codes. Responded to concerns and inquiries from the public, general contractors, subcontractors, engineers and other city departments and leaders.

Commercial Plumber

Private Entity

2011 – 2014

Acted as a liaison between project client and general contractor through the establishment of weekly meetings, project standards and construction policies and procedures. Managed the successful construction of an elementary school through the coordination and scheduling of workers, maintaining a strict budget and ensuring a safe job site. Managed the plumbing crew and dealt with internal personnel issues through both preventative and corrective actions. Reviewed plans, building codes, and specifications for job sites, both large and small. Properly laid out, set, and connected plumbing and fixtures. Worked with building inspectors to test pipes and properly ensure approval on all inspections. Repaired and installed new gas lines. Maintained and ordered materials for job site within budget. Installed piping systems, fittings, valves and sanitary systems.

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Eric Vinson

Fire/Life Safety Plans Examiner and Inspector

EDUCATION

A.A. Emergency Management

LICENSES/CERTIFICATIONS

TCFP Certified:

Master Arson Investigator

Master Fire Inspector

Master Firefighter

Fire Instructor II

Fire Officer I

Fire Officer II

PROFESSIONAL AFFILIATIONS

Tarrant County Arson Task Force

Tarrant County Fire Investigators
Association

Fire Protection Association of
North Texas

Texas Chapter International
Association of Arson Investigators
State Firemen's & Fire Marshals'
Association of Texas

TOTAL YEARS OF EXPERIENCE

30+

Eric Vinson has more than 30 years of experience in firefighting and fire protection. He served as Fire Captain for 10 years in the City of Brownwood, as well as Fire Chief for the City of Commerce.

Eric also has experience in the instruction of students in firefighting, as he was a Fire Recruit Instructor for Navarro College. In addition, Eric served as President two years in a row for the Tarrant County Fire Investigators Association.

SELECT PROJECT EXPERIENCE:

Village at Fairview

Fairview, Texas

Conducted full fire protection services for the Village at Fairview, a new outdoor mall and lifestyle center consisting of numerous retail shell building structures, multi-family residential apartments, stand-alone anchor retail centers, and retail tenant finish-out spaces. He worked with field superintendents and Town staff on a daily basis to ensure that all installations were in compliance with adopted codes.

Texoma Medical Center

Denison, Texas

Conducted full fire inspections for Texoma Medical Center, a health care facility with an 8 story tower with 200 beds and a 2 story medical office building. He was also available to all field superintendents on this project, answering code related questions and assisting them with problem solving issues related to code compliance.

Yonder Inn Hotel

Beeville, Texas

Performed fire sprinkler and fire alarm inspections and reviews for the Yonder Inn Hotel in Beeville, Texas. Eric performed the inspections from the plan reviewing through the final inspections.

Anytime Fitness

Anna, Texas

Performed the new sprinkler installation review on the Anytime Fitness located in Anna, Texas. The fitness center is not yet open to the public, and cost an estimated \$170,000 in construction cost. It will be located off of the South Central Expressway, and is a 24 hour fitness gym.

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Brian Hannah

Fire/Life Safety Plans Examiner and Inspector

EDUCATION

B.S., Vocational Education

LICENSES/CERTIFICATIONS

Fire Fighter Basic (TCFP) Inspector
Basic (TCFP)

Fire Service Instructor II (TCFP)
EMT-B
TDH

TOTAL YEARS OF EXPERIENCE

30+

Brian is a certified fire code inspector and possesses more than 30 years of combined inspection and plan review experience for municipal agencies and private businesses. Brian has reviewed plans for new construction and tenant improvements to ensure proper fire protection system installation and code compliance, and supervised and trained inspectors to conduct routine inspections.

SELECT PROJECT EXPERIENCE:

Fire Inspector and Plans Examiner Bureau Veritas North America, Inc.

Assists jurisdictions in Texas with fire inspection, plan review, and annual inspection services. Projects include commercial and residential structures including new construction, tenant improvements, additions, renovations, etc. Conducts specialized reviews and inspections such as hazardous materials. Provides annual inspection for licensed facilities such as hospitals, nursing homes, assisted living, daycare, and foster care.

Captain

Fort Worth Fire Department/City of Fort Worth

Served as Captain, which was obtained in 1999 and spent several years working with the Bureau of Fire Prevention. Duties included general fire code inspections, inspecting the installation of sprinkler fire alarm systems, overseeing the installation of above ground and underground fuel storage tank, monitoring the removal of underground storage tanks, inspection of high rise buildings, hospitals, and hazardous materials occupancies, managing inspection records, and managing other projects and tasks as assigned by the Fire Marshal. Served as Assistant Fire Marshal and acted as Fire Marshal in his absence. Involved in several cycles of code adoption. Served on committees to interview applicants for fire protection engineer positions. Conducted training classes for fire inspection and emergency medical response topics.

Vocational Educator

Killeen ISD

Taught vocational agriculture and general agriculture mechanics at Killeen area vocational school.

REFERENCES



BUREAU

VERITAS

4. REFERENCES

BV has extensive experience in the provision of Plan Review and Inspection Services throughout the state of Texas and across the United States. The most important selection criteria for clients who choose BV is expertise. Having provided building and safety services for over a century, the firm is the foremost expert in the field. The firm's greatest asset is its reputation. This reputation comes from the best experts in the industry, all acting with the utmost integrity and ethics. The following provides examples of relevant experience akin to the services being required by the City of Sherman. BV has not previously worked with the City of Sherman.

Contractor References

Customer Name: Choctaw Casino
Address: 4216 UD-69, Durant, OK 74701
Contact: Tim Krump, Owners Rep Telephone #: 775.219.7800
Scope of work performed: Plan Review and Inspection Services
Length of Service: 2019 - Present

Customer Name: Globe Life Stadium
Address: 734 Stadium Dr., Arlington, TX 76011
Contact: Jack Hill Telephone #: 214.769.4810
Scope of work performed: Plan Review and Inspections
Length of Service: 2017 - Present

Customer Name: City of Richardson
Address: 411 W. Arapaho Rd., Richardson, TX 75080
Contact: Brent Tignor Telephone #: 214.801.0160
Scope of work performed: Plan Review and Inspection Services
Length of Service: 2015 - Present

4. REFERENCES

Contractor References

Customer Name: Austin Commercial

Address: 501 Shepherd Dr. Sherman Texas

Contact: Alejandro Granados Telephone #: 469.964.5823

Scope of work performed: Building/MEP Plan Review & Inspections, Fire Plan Review & Inspections for Texas Instruments New Facility

Length of Service: June 2022 - Present



PAST EXPERIENCE

TEXAS JURISDICTIONS SERVED

Over the past forty years, Bureau Veritas has served nearly 200 jurisdictions throughout Texas. Below is a map and partial list of the clients to which we have provided services in the state.

NORTH TEXAS

City of Abilene
City of Aledo
City of Allen
City of Alvarado
City of Annetta South
City of Arlington
City of Aubrey
City of Aurora
City of Bangs
City of Bells
City of Blue Ridge
City of Bowie
City of Breckenridge
Town of Brock
City of Burkburnett
City of Burleson
City of Caney City
City of Canton
City of Celina
City of Clarksville
City of Clyde
City of Colleyville
City of Collinsville
City of Combine
City of Commerce
City of Cooper
City of Coppell
City of Crandall
City of Cumby
City of Dallas
City of Decatur
City of Denison
City of Denton
City of Desoto
City of Dorchester
City of Dripping Springs
City of Duncanville
City of East Tawakoni
City of Emory
City of Euless
City of Everman
City of Farmers Branch
City of Farmersville
City of Ferris
City of Forney

City of Fort Worth
City of Godley
City of Grand Saline
City of Grandview
City of Gunter
City of Hackberry
City of Haslet
City of Heath
City of Henderson
City of Honey Grove
City of Howe
City of Hudson Oaks
City of Hutchins
City of Kaufman
City of Kemp
City of Krugerville
City of Krum
City of Ladonia
City of Lake Dallas
City of Leonard
City of Lewisville
City of Lucas
City of Malakoff
City of Mansfield
City of Maypearl
City of Melissa
City of Merkel
City of Midlothian
City of Midlothian-Health
City of Mineral Wells
City of Mobile City
City of Muenster
City of Murphy
City of Nevada
City of Newark
City of Oak Ridge (Kaufman)
City of Ovilla
City of Paris
City of Plainview
City of Plano
City of Post Oak Bend
City of Pottsboro
City of Princeton
City of Quinlan
City of Quitman
City of Red Oak

City of Rice
City of Richardson
City of Richardson-Health
City of Richland Hills
City of Roanoke
City of Royse City
City of Sachse
City of Saint Jo
City of Sanger
City of Sherman
City of Southmayd
City of Springtown
City of Sulphur Springs
City of Sweetwater
City of Tahoka
City of The Colony
City of Tom Bean
City of Tool
City of Trenton
City of Tyler
City of Union Valley
City of University Park
City of Van
City of Van Alstyne
City of Venus
City of Waxahachie
City of Weatherford
City of West Tawakoni
City of Whitesboro
City of Whitewright
City of Willow Park
City of Winters
Heartland Community
Association
Town of Annetta
Town of Argyle
Town of Bartonville
Town of Double Oak
Town of Fairview
Town of Hebron
Town of Highland Park
Town of Little Elm
Town of Northlake
Town of Prosper
Town of St. Paul
Town of Sunnyvale

Town of Trophy Club

SOUTH TEXAS

City of Alice
City of Anahuac
City of Aransas Pass
City of Austwell
City of Bandera
City of Bastrop
City of Bay City
City of Beasley
City of Beeville
City of Bertram
City of Blanco
City of Brookshire
City of Castroville
City of China Grove
City of Cooper
City of Corsicana
City of Crawford
City of Cuero
City of Cut and Shoot
City of Devine
City of Dilley
City of Dripping Springs
City of Eagle Pass
City of Elmendorf
City of Falfurrias
City of Flatonia
City of Florence
City of Floresville
City of George West
City of Goliad
City of Granite Shoals
City of Gregory
City of Hallettsville
City of Hamilton
City of Harker Heights
City of Hempstead
City of Hondo
City of Ingram
City of Italy
City of Johnson City
City of Jourdan
City of Karnes City
City of Kemah
City of Kerrville

PAST EXPERIENCE

City of Kingsville
City of Kirby
City of La Coste
City of La Vernia
City of League City Building
Department
City of Live Oak
City of Llano
City of Lockhart
City of Lorena
City of Madisonville
City of Magnolia
City of Marble Falls
City of Marion
City of Marlin
City of Martindale
City of Mathis

City of McGregor
City of Morgan's Point
City of Nassau Bay
City of Natalia
City of Navasota
City of New Braunfels
City of Orange
City of Orange Grove
City of Orchard
City of Palacios
City of Pattison
City of Patton Village
City of Pearsall
City of Pflugerville
City of Plum Grove
City of Point Comfort
City of Port Aransas

City of Port Lavaca
City of Portland
City of Prairie View
City of Rice
City of Riesel
City of Robinson
City of Robstown
City of Rockport
City of Roman Forest
City of Saint Hedwig
City of Santa Clara
City of Schulenburg
City of Shenandoah
City of Shepherd
City of Shiner
City of Simonton
City of Sinton

City of Snook
City of Southside Place
City of Splendor
City of Teague
City of Waller
City of Wallis
City of West
City of Whitney
City of Wimberley
City of Woodbranch Village
City of Yorktown
Port San Antonio
Village of Jones Creek
Village of Salado
Village of Volente

TEXAS SCHOOL DISTRICTS SERVED

BV has worked on a number of school district projects nation wide. The lists below represent clients for which our Texas Operations has served.

Anna ISD
Argyle ISD
Aubrey ISD
Austin ISD
Canton ISD
Cantutillo ISD
Clint ISD
Community ISD
Crandall ISD

Dripping Springs ISD
Ferris ISD
Forney ISD
Goldwaithe ISD
Hondo ISD
Howe ISD
Kemp ISD
Lovejoy ISD
Malakoff, ISD

Melissa ISD
Palmer ISD
Palo Pinto ISD
Peaster ISD
Pflugerville ISD
Premont ISD
Prosper ISD
Round Rock ISD
Van Alstyne ISD



TEXAS SCHOOL DISTRICT PROJECTS

AUBREY ISD

PLAN REVIEW AND INSPECTION SERVICES

Bureau Veritas provided plan review and building inspections for the following projects in Aubrey ISD:

- Jackie Fuller Elementary School
- High School Expansion



NORTHWEST ISD

PLAN REVIEW AND INSPECTION SERVICES

Bureau Veritas provided plan review and building inspections for the following projects in Northwest ISD:

- Gene Pike Middle School (Currently under construction)



VAN ALSTYNE ISD

PLAN REVIEW AND INSPECTION SERVICES

Bureau Veritas provided plan review and building inspections for the following projects in Van Alstyne ISD:

- Bob Lola Sanford Elementary
- Van Alstyne High School
- Van Alstyne Athletic Complex/Stadium



ANNA ISD

PLAN REVIEW AND INSPECTION SERVICES

Bureau Veritas has provided plan review and inspections to Anna ISD for the following projects:

- Judith Lyndsey Harlow Elementary
- Anna High School
- Anna High School Athletic Complex/Stadium
- Joe K. Bryant Elementary School



PAST EXPERIENCE

MAVERY LLC - COMMUNITY ISD CODE ASSURANCE INSPECTION SERVICES

Bureau Veritas was selected in 2019 to provide code assurance inspections for the Community HS project in Nevada, TX.



HOWE ISD PLAN REVIEW AND INSPECTION SERVICES

Bureau Veritas has provided plan review and inspections to Howe ISD. Some examples include:

- Summit Hill Elementary School



MELISSA ISD PLAN REVIEW AND INSPECTION SERVICES

Bureau Veritas has provided plan review and inspections to Melissa ISD for several projects. Some examples include:

- Melissa High School
- Kenny Deel Stadium and Athletic Complex
- McKillop Elementary



PROSPER ISD PLAN REVIEW AND INSPECTION SERVICES

Bureau Veritas has provided plan review and inspections to Prosper ISD for several projects. Some examples include:

- Prosper HS #2 & #3 and Athletic Complex/Stadium
- Elementary #14
- Middle School #4
- Prosper ISD Natatorium



INSURANCE



BUREAU

VERITAS

5. INSURANCE

Bureau Veritas North America, Inc. has provided a sample certificate of insurance that our firm has the ability to meet the prerequisite insurance requirements.

A LIST OF ANY INSURANCE CLAIMS AGAINST THE FIRM WITHIN THE PAST 5 YEARS.

Please understand in the course of our business meritless claims arise from time to time. It is the Company's policy not to comment on any current litigation. However, without waiving its policy, the Company has no judgments, pending litigation, liens, or claims that would adversely impact the financial stability, insurability, or performance of professional services of the Company. BV is the recognized leader in its field worldwide and is one of the largest firms providing professional health, safety and environmental services.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 02/08/2024				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
PRODUCER Aon Risk Services Northeast, Inc. Aon Risk Services Northeast, Inc. NY NY Office One Liberty Plaza 165 Broadway, Suite 3201			CONTACT NAME: PHONE (A/C No. Ext): 866-283-7122 FAX (A/C No.): 800-363-0105 E-MAIL ADDRESS:					
INSURED Bureau Veritas North America, Inc. 16800 Greenspoint Park Drive Suite 300S Houston TX 77060 USA			INSURER(S) AFFORDING COVERAGE		NAIC #			
			INSURER A: Allianz Global Risks US Insurance Co.		35300			
			INSURER B: Trumbull Insurance Company		27120			
			INSURER C:					
			INSURER D:					
			INSURER E:					
			INSURER F:					
COVERAGES CERTIFICATE NUMBER: 57010388626 REVISION NUMBER:								
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested								
INSR	LYR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X	COMMERCIAL GENERAL LIABILITY			USL00159324	01/01/2024	01/01/2025	EACH OCCURRENCE \$1,000,000
		CLAIMS-MADE ☒ OCCUR ☒						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
								MED EXP (Any one person) \$10,000
								PERSONAL & ADV INJURY \$2,000,000
								GENERAL AGGREGATE \$2,000,000
								PRODUCTS - COM/POP AGG \$2,000,000
		GENTL AGGREGATE LIMIT APPLIES PER:						
		POLICY ☒ PRO-JECT ☒ LOC ☒						
		OTHER:						
		AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
		ANY AUTO						BODILY INJURY (Per person)
		OWNED AUTOS ONLY		SCHEDULED AUTOS				BODILY INJURY (Per accident)
		HIRE AUTOS ONLY		NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)
		UMBRELLA LIAB		OCCUR				EACH OCCURRENCE
		EXCESS LIAB		CLAIMS-MADE				AGGREGATE
		DED RETENTION						
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			10WNS41200	01/01/2024	01/01/2025	X PER STATUTE ☒ OTHER
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)		Y/N	See State Policy Addendum			E.L. EACH ACCIDENT \$1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE-EA EMPLOYEE \$1,000,000
								E.L. DISEASE-POLICY LIMIT \$1,000,000
A		Architects & Engineers Professional			USF00248024	01/01/2024	01/01/2025	Each Claim \$1,000,000
		Claims Made			SIR applies per policy terms & conditions			Aggregate \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)								
The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability policies. The City of Sherman, its officers, agents, representatives and employees are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of City of Sherman in accordance with the policy provisions of the General Liability and Workers' Compensation policies. Should General Liability policy be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance								
CERTIFICATE HOLDER					CANCELLATION			
City of Sherman 405 N. Rusk Street Sherman TX 75090 USA					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
					AUTHORIZED REPRESENTATIVE Aon Risk Services Northeast, Inc.			

ACORD 25 (2016/03)

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5. INSURANCE

AGENCY CUSTOMER ID: 570000048582

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Bureau Veritas North America, Inc.	
POLICY NUMBER See Certificate Number: 570103888626			
CARRIER See Certificate Number: 570103888626	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:
with the policy provisions of each policy.

ACORD 101 (2008/01)

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5. INSURANCE

AGENCY CUSTOMER ID: 570000048582

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Bureau Veritas North America, Inc.	
POLICY NUMBER See Certificate Number: 570103888626			
CARRIER See Certificate Number: 570103888626	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,	
FORM NUMBER: ACORD 25	FORM TITLE: Certificate of Liability Insurance
Workers Compensation/Employers Liability	
10WNS41200 01/01/24-01/01/25 Trumbull Insurance AR,DC,IN,LA,NE,RI,UT 10WNS41200 01/01/24-01/01/25 Twin City Fire Insurance Company FL,ND,OH,WA,WY 10WNS41200 01/01/24-01/01/25 Hartford Insurance Company of the Midwest AK,ID 10WNS41200 01/01/24-01/01/25 Hartford Casualty Insurance Company MO,WV 10WNS41200 01/01/24-01/01/25 Nutmeg Insurance Company CT,IL 10WNS41200 01/01/24-01/01/25 Hartford Fire Insurance Company NH,OR,PA 10WNS41200 01/01/24-01/01/25 Hartford Accident and Indemnity Company AL,GA,KY,MI,MT,NY,TN,VT 10WNS41200 01/01/24-01/01/25 Property & Casualty Ins Co of Hartford CA,CO,DE,ME, MN,MS,SC 10WNS41200 01/01/24-01/01/25 Hartford Insurance Company of Illinois TX 10WNS41200 01/01/24-01/01/25 Hartford Insurance Company of the Southeast KS,MD 10WNS41200 01/01/24-01/01/25 Hartford Underwriters Insurance Company AZ,HI, NC,NJ,SD,VA 10WNS41200 01/01/24-01/01/25 Sentinel Insurance Company, Limited IA,NM,NV,OK 10WBR41201 01/01/24-01/01/25 Twin City Fire Insurance Company WI 10WBR41201 01/01/24-01/01/25 Hartford Underwriters Insurance Company MA 10WBR41201 01/01/24-01/01/25 Hartford Fire Insurance Company PR	

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PROFESSIONAL **SERVICES AGREEMENT**



B U R E A U

V E R I T A S

6. PROFESSIONAL **SERVICES AGREEMENT**

Bureau Veritas North America, Inc. has been read the Professional Services Agreement. BV will meet the prerequisite insurance requirements, and Bureau Veritas North America, Inc., if selected, agrees to enter in to such agreement.



COST **PROPOSAL**



B U R E A

V E R I T A

7 PROPOSED FEE

BUILDING PLAN REVIEW & INSPECTIONS FOR SHERMAN ISD CITY OF SHERMAN, TX

FEBRUARY 13, 2024

BV's pricing reflects our commitment to the success of your project by helping you maintain significant quality and cost saving benefits moving forward. The below cost proposal demonstrates the fee required to conduct the Building and Fire plan review & inspections required by the International Building Code (IBC) and local amendments.

	Building Plan Review & Inspections	Fire Plan Review & Inspections	Site Total
Site 1	\$ 68,150.22	\$ 17,429.04	\$ 85,579.26
Site 2	\$ 74,035.68	\$ 19,152.72	\$ 93,188.40
Site 3	\$ 67,413.24	\$ 17,213.20	\$ 84,626.44
TOTAL FOR SERVICES:			\$ 263,394.10

This is a lump sum fee and includes all required plan reviews and/or inspections, and re-reviews and/or re-inspections, at no additional charge. All communication and inspection requests/results are handled through BV's office personnel, then forwarded to the City in accordance with the City's directives. We will provide a Lead Inspector on-site to perform and coordinate the multiple required inspections with the assigned Inspection Team. We will be available for inspections after-hours and six-days a week.

APPENDIX



BUREAU

VERITAS

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,
2. Will not boycott Israel during the term of the contract.

SIGNED BY:

Print Name & Title:

Firm Name:

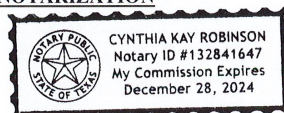
Date Signed:

Ty Chapman
Ty Chapman Director of Operations
Bureau Veritas North America
2/5/2024

NOTARIZATION

THE STATE OF Texas

COUNTY OF Collin



BEFORE ME, the undersigned notary public on this day personally appeared Ty Chapman, on behalf of Bureau Veritas (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 5 day of Feb, 2024.

Cynthia Kay Robinson
 NOTARY PUBLIC IN AND
 FOR THE STATE OF TEXAS

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

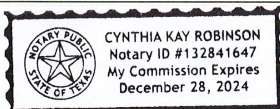
(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

**EXHIBIT F
PROHIBITED INTEREST AFFIDAVIT**

THE STATE OF TEXAS §

THE COUNTY OF Collin §



I, Ty Chapman, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- ☐ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- ☐ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- ☐ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- ☐ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).
- ☐ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- ☐ Other: _____
- ☒ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the TEX. GOVT CODE, is a member of a public body which took action on the agreement.

Signed this 5th day of February, 2024.

Ty Chapman Director of Operations
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Ty Chapman and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 5 day of February, 2024

Cynthia Kay Robinson
Notary Public in and for the State of Texas

EXHIBIT G
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom information is being disclosed. _____ Name of Officer		
4 Describe each employment or business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. N/A A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
_____ Signature of vendor doing business with the governmental entity		_____ Date

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021



1000 Jupiter Road, Suite 900
Plano, TX 75074

www.bvna.com



City Council Regular Meeting

Agenda Item No. G.2.

Meeting Date: 3/4/2024

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7269

Authorizing Execution of a Professional Services Agreement with Wade Trim, Inc. for the 3116 - Street Maintenance Program (FY24)

Issue:

To consider a Professional Services Agreement with Wade Trim, Inc. for engineering design services for the 3116 - Street Maintenance Program (FY24).

Background:

The City of Sherman Public Works Department previously engaged an engineering firm to rate the pavement condition of the streets within the City limits. Through the findings of the pavement study, the Public Works Department was provided the tools necessary to rank streets for repair. The result is the following four street sections as the highest priority to be designed for milling and overlay maintenance:

- 2.65 miles of Travis Street from US 75 to Post Oak Creek Bridge
- 0.67 miles of Park Avenue from US 75 to Inwood Street
- 1.38 miles of Washington Street from Heritage Parkway to US 75
- 0.69 miles of Sunset Boulevard from Washington Street to Houston Street

Origination:

Engineering Department

Financial Consideration:

Funding needed for this contract is \$204,000.00 and is funded by Certificates of Obligation.

Staff Recommendation:

It is recommended that the professional services agreement with Wade Trim, Inc. be approved.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7269
2. PSA-Executed
3. Location Map

RESOLUTION NO. 7269

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WADE TRIM, INC. FOR THE 3116 – STREET MAINTENANCE PROGRAM (FY24); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Wade Trim, Inc. for the 3116 – Street Maintenance Program (FY24), in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 4th day of March 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT
BETWEEN
THE CITY OF SHERMAN, TEXAS AND
WADE TRIM, INC.
FOR
PROFESSIONAL SERVICES

Made as of the _____ day of _____, 2024:

Between City: **The City of Sherman, Texas**
 220 W. Mulberry Street
 Sherman, Texas 75090
 Telephone: (903) 892-7208

and Consultant: **Wade Trim, Inc.**
 9800 Hillwood Parkway, Suite 140
 Fort Worth, TX 76177
 Telephone: (682) 237-7718

for the following Project: **3116 - Street Maintenance Program (FY24)**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Wade Trim, Inc., a Michigan corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional services for the 3116 - Street Maintenance Program (FY24) Project ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("**Scope of Services**"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of a written amendment to this Agreement, may be authorized from time to time by City ("**Amendment**").
- 1.2.1 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of \$50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.
- 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY.**
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Engineering Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.
- 1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2 CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on either a lump sum basis or an hourly (time and materials) basis in an amount not to exceed **two hundred four thousand dollars (\$204,000.00)** ("Consultant's Fee"); and (b) paid in accordance with this Article 3 and the Project Budget Summary as set forth in **Exhibit B**.
- 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to final payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.
- 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a recommendation as to whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the

Agreement. Consultant shall submit his findings in writing to City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.

3.2 **Direct Expenses** – Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph ("Additional Services") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.

- 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.
- 3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Position	Hourly Rate
Principal	\$290.00
Senior Project Manager	\$245.00
Professional Surveyor	\$180.00
Project Engineer	\$180.00
Technician	\$120.00
Survey Crew	\$120.00
Admin	\$90.00

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project (“Scope of the Project”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the

provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents. Consultant is not responsible and is hereby released from responsibility for use of documents for any purpose other than for the Project.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with

certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project’s size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be made available if requested.

ARTICLE 7 AUDITS AND RECORDS/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV’T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit E** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8

TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9 DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY") FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY

DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES

FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11

NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, addressed to:

Wayne E. Lee, P.E., CFM
Director of Engineering
City of Sherman
220 W Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Consultant, addressed to:

Shawn W. Keough
Senior Vice President
Wade Trim, Inc.
25251 Northline Road
Taylor, Michigan 48180
Telephone: (734) 947-2622
Email: skeough@wadetrim.com

ARTICLE 12 MISCELLANEOUS

- 12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the

entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

- 12.1.1 **Exhibit A**, Scope of Services.
- 12.1.2 **Exhibit B**, Project Engineering Budget Summary.
- 12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).
- 12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
- 12.1.5 **Exhibit E**, Contractor Insurance Guidelines.
- 12.1.6 **Exhibit F**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, or **Exhibit F** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** or **Exhibit A** shall prevail in that order.

- 12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.
- 12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.5 **Savings/Severability** – In the event of a term, condition, or provision of this

Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.

- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.
- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations

regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's current fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's current fiscal year unless and until such funds are budgeted.
- 12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.
- 12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.
- 12.25 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused

this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

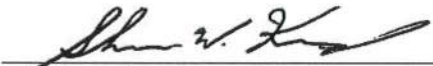
CITY:

City of Sherman, Texas,
a Texas home-rule municipality

CONSULTANT:

Wade Trim, Inc.
a Michigan corporation

By: _____
Robby Hefton, City Manager

By: 
Shawn W. Keough
Senior Vice President

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **SHAWN W. KEOUGH**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **WADE TRIM, INC.**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 22 DAY OF February 2024.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 05.30.2027

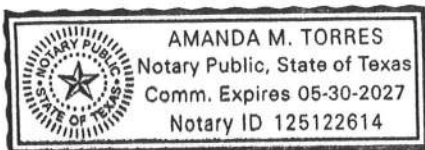


EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

The City of Sherman has established an Annual Street Maintenance Program which consists of asphalt street rehabilitation which were selected using a pavement management system. Streets are assigned a Pavement Condition Index (PCI) using many variables and are priority-based to maximize available funding. The City has provided the Consultant with a list of four streets sections totaling approximately 28,500 linear feet (see Table 1 below). Phase 1, will consist of Travis Street and Park Avenue, totaling approximately 17,550 linear feet of pavement rehabilitation. Phase 2 will consist of Washington Street and Sunset Boulevard, totaling approximately 10,950 linear feet of pavement rehabilitation.

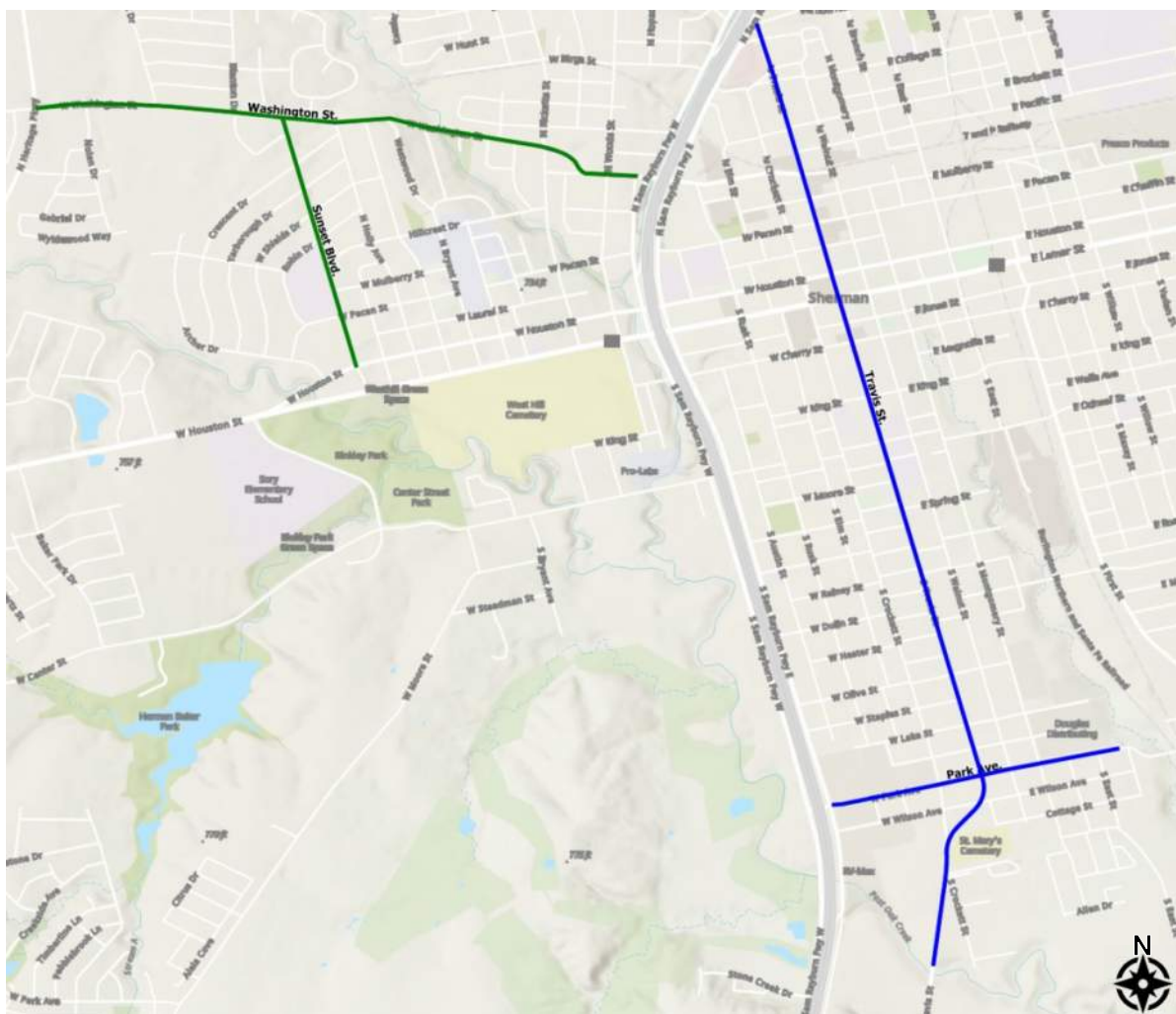


Figure 1: 3116 – Street Maintenance Program (FY24) project limits. Phase 1 shown in blue, and Phase 2 shown in green.

Rehabilitation for the street sections is anticipated to be three-inch mill and overlay (geotechnical cores will verify depth), as well as limited curb, curb and gutter replacement, restriping, and trench drain(s). The City will provide the Consultant with a geotechnical core report to verify existing depth of pavement and assist in determining mill and overlay depths. Additionally, the City will provide the Consultant with GIS shapefiles of public utilities (water, sanitary sewer, and storm water), geolocational aerial(s), shapefile(s)

EXHIBIT A SCOPE OF SERVICES

with property boundaries, shapefile(s) with the limits of all proposed replacements and available record drawings.

Table 1: 3116 – Street Maintenance Program (FY24) list of streets.

Phase	Street Name	From	To	Length (ft) Approx.
1	Travis Street	Hill Street (Concrete Pavement)	Post Oak Creek Bridge	14,000
1	Park Avenue	Sam Rayburn Freeway/US 75 Frontage Road	Inwood Street (Concrete Pavement)	3,550
2	Washington Street	Heritage Parkway (Concrete Pavement)	Sam Rayburn Freeway/US 75 Frontage Road	7,300
2	Sunset Boulevard	Washington Street	Houston Street	3,650
Total Length of Street Rehabilitation				28,500

For Phase 1, will consist of Travis Street and Park Avenue. The Consultant will prepare design drawings utilizing the City's GIS data and the GIS data collected by the City for proposed replacements. Technical Specifications will be prepared by the Consultant. Construction documents for Phase 1 are anticipated to be released for Bid in Mid-April 2024.

Table 2: Phase 1 list of streets and general roadway characteristics.

Street Name	Street Width (ft) (BOC to BOC)	Roadway Characteristics			Pavement Markings (YES/NO)
		North/East Roadside Conditions	South/West Roadside Conditions	On-Street Parking (YES/NO)	
Travis Street	Varies 32 - 60	Varies - Curb Curb & Gutter	Varies - Curb Curb & Gutter	YES	YES
Park Avenue	Varies 24 - 60	Varies - Curb & Gutter Roadside Ditch	Curb & Gutter	NO	YES

BOC = Back of Curb

For Phase 2, will consist of Washington Street and Sunset Boulevard. Phase 2 will be initiated once the City authorizes the Consultant to proceed beyond 30% from Phase 1 and once the City's data collection is received. The Consultant will prepare design drawings utilizing the City's GIS data and the GIS data collected by the City for proposed replacements. Technical Specifications will be prepared by the Consultant. Construction documents for Phase 2 are anticipated to be released for Bid in late July 2024.

Table 3: Phase 2 list of streets and general roadway characteristics.

Street Name	Street Width (ft) (BOC to BOC)	Roadway Characteristics			Pavement Markings (YES/NO)
		North/East Roadside Conditions	South/West Roadside Conditions	On-Street Parking (YES/NO)	
Washington Street	29	Curb & Gutter	Curb & Gutter	NO	YES
Sunset Boulevard	Varies 29 - 34	Curb & Gutter	Curb & Gutter	NO	YES

BOC = Back of Curb

EXHIBIT A SCOPE OF SERVICES

In support of this program, the Consultant proposes to provide design services, preparation of construction drawings, technical specifications, limited bid phase assistance, and limited construction management assistance. Topographic survey, boundary survey and subsurface utility engineering will not be required.

II. GENERAL REQUIREMENTS

- A.** Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.
- B.** Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which has facilities within or adjacent to the Project.
- C.** Each time the Consultant submits plans and/or specifications to City, one (1) copy (as well as PDF versions) of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed plans and specifications shall also be returned to City. The plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.
- D.** The Consultant shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the City. The report is to be submitted with monthly invoice.
- E.** Communications and Reporting:
 - i Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs meet City requirements.
 - ii Attend review meeting with the City at the end of each design phase.
 - iii Prepare and submit monthly invoices in the format acceptable to the City.
 - iv Prepare and submit monthly progress reports.
 - v Prepare and submit baseline Project Schedule initially, Project Schedule updates, and updated Opinion of Probable Construction Cost with each plan submittal.
 - vi Coordinate with County and franchise utilities as necessary and required for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
 - vii Attend up to two (2) additional project coordination meetings, if needed.

EXHIBIT A SCOPE OF SERVICES

III. TASK SUMMARY. BASIC SERVICES

A. Project Management (All Phases)

- a. This task includes project management functions including preparing for project meetings with the City and design team, invoicing, scheduling, communication, and monthly reporting (as stated in the General Requirements section).
- b. Collect and review existing data such as record drawings, utility GIS data, and other information provided by the City.
- c. This task includes printing and reproduction expenses and direct expenses such as travel mileage for site visits and project meetings.
- d. The Consultant will coordinate with franchise utility companies for assets located in project area. The franchise utilities will be directly contacted by the project team through the design phase to determine approximate horizontal location of utilities.
 - i. The Consultant will conduct up to two (2) in-person or virtual meetings with the franchise utilities (anticipate telephone/fiber and gas companies).

B. Preliminary Design Phase (30%) (Phase 1)

- a. Prepare preliminary engineering review drawings (1"=40' scale, 11"x17" sheets) to include preliminary horizontal alignments of all proposed improvements with minimal construction-related notes for ONLY Phase 1 (Travis Street and Park Avenue). If necessary, report insufficient detail to indicate clearly any of the problems involved and provide alternate solutions available to the City. Include preliminary layouts, right-of-way, and property boundaries (based on City's GIS shapefiles), and cost estimates for the Project and set forth clearly the Consultant's recommendations for any alternate designs. Conceptual design package will include:
 - i. Cover Sheet (including location map) (1 Sheet)
 - ii. General Notes (2 Sheets)
 - iii. Quantity Summary (1 Sheet)
 - iv. Existing, Milled and Proposed Typical Sections for each street (2 Sheets)
 - v. Project Overview (2 Sheets)
 - vi. Travis Street Suggested Construction Sequence (1 Sheet)
 - Written description of suggested work sequence for Travis Street.
 - vii. Preliminary Paving Plan Sheets (44 Sheets)
 - Indicating pavement limits, full-depth repairs, and curb and gutter replacement, as necessary for each street
 - Final grade adjustments for surface features such as water valves,

EXHIBIT A SCOPE OF SERVICES

- storm manholes, sanitary sewer manholes, sanitary sewer clean outs and gas valves will be called out
 - Quantities for station limits on each sheet
- viii. Preliminary Pavement Marking Plan Sheets (44 Sheets)
- ix. Applicable City Standard Construction Details
- x. Prepare up to two (2) Full-Depth Asphalt Repair Details
 - It is the Consultants intention to provide the City with two (2) base repair details that will be reviewed, commented on, and be adopted by the City for the standard construction details. One detail will be a typical detail for a full-depth asphalt repair, the other will be in the event groundwater is encountered. The details will include an applicable callouts and notes for the repair.
- xi. Applicable TxDOT Traffic Control Details
 - A detailed traffic control plan will not be provided
- xii. Applicable TxDOT Erosion Control Details
 - A detailed erosion control plan will not be provided
- b. Prepare technical specifications notes for ONLY Phase 1 (Travis Street and Park Avenue).
- c. The Consultant will perform an internal Quality Assurance/Quality Control (QA/QC) review prior to submitting documents to the City. The review will be completed utilizing the Consultant's QA/QC plan and checklist.
- d. Prepare Opinion of Probable Construction Cost notes for ONLY Phase 1 (Travis Street and Park Avenue).
- e. Water, sanitary sewer, and storm drains will be shown on the plans based on the City's GIS information provided to the Consultant and from existing "Record Drawings" provided by the City of Sherman. Other utilities should be shown on the plans based on field information, , utility locates requested by the Consultant, and any available "Record Drawings" that the Consultant can obtain from other utilities.
- f. Provide the City with one (1) copy and a PDF of the plans, technical specifications, and Opinion of Probable Construction Cost for their review.
- g. Depending on comments received from the City's review and field investigations, one (1) additional set of preliminary phase construction drawings may be required.
- h. Prior to the Preliminary review meeting with the City, the Consultant will schedule and attend a project site visit with the City Project Manager and Construction personnel to walk the project. The Consultant shall summarize

EXHIBIT A SCOPE OF SERVICES

the City's comments from the field visit and submit this information to the City in writing.

- i. The Consultant will consult with the City, public utilities, private/franchise utilities, and government agencies to determine the approximate location of above and underground utilities, and other facilities that have an impact or influence on the project. Consultant will design City facilities to avoid or minimize conflicts with existing utilities, and where known and possible, consider potential future utilities in designs.

C. Final Design/Construction Plans (100%) (Phase 1)

- a. Prepare final engineering review drawings that address the comments from the preliminary review for ONLY Phase 1 (Travis Street and Park Avenue). The Final Design and Construction Plans packages will include:
 - i. Cover Sheet (including location map) (1 Sheet)
 - ii. General Notes (2 Sheets)
 - iii. Quantity Summary (1 Sheet)
 - iv. Existing, Milled and Proposed Typical Sections for each street (2 Sheets)
 - v. Project Overview (2 Sheets)
 - vi. Travis Street Suggested Construction Sequence (1 Sheet)
 - Written description of suggested work sequence for Travis Street.
 - vii. Paving Plan Sheets (44 Sheets)
 - Indicating pavement limits, full-depth repairs, and curb and gutter replacement, as necessary for each street
 - Final grade adjustments for surface features such as water valves, storm manholes, sanitary sewer manholes, sanitary sewer clean outs and gas valves will be called out
 - Quantities for station limits on each sheet
 - viii. Pavement Marking Plan Sheets (44 Sheets)
 - ix. Applicable City Standard Construction Details
 - x. Prepare up to two (2) Full-Depth Asphalt Repair Details
 - It is the Consultants intention to provide the City with two (2) base repair details that will be reviewed, commented on, and be adopted by the City for the standard construction details. One detail will be a typical detail for a full-depth asphalt repair, the other will be in the event groundwater is encountered. The details will include an applicable callouts and notes for the repair.
 - xi. Applicable TxDOT Traffic Control Details
 - A detailed traffic control plan will not be provided
 - xii. Applicable TxDOT Erosion Control Details
 - A detailed erosion control plan will not be provided
- b. Prepare limited portion of the Project Manual, including Bid Proposal (City to

EXHIBIT A SCOPE OF SERVICES

- provide a template to Consultant) and technical specifications for ONLY Phase 1 (Travis Street and Park Avenue).
- c. The CONSULTANT will perform an internal Quality Assurance/Quality Control (QA/QC) review prior to each submittal to the City. The reviews will be completed utilizing the Consultant's QA/QC plan and checklist. Prior to submitting the Pre-Final Design plans a constructability review will be conducted internally as well.
 - d. Prepare detailed Opinion of Probable Construction Cost for ONLY Phase 1 (Travis Street and Park Avenue). based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical.
 - e. Provide the City with one (1) copy and a PDF of the plans, technical specifications, and Opinion of Probable Construction Cost for their Final Design review.
 - f. When required by the nature of the project, the Consultant shall provide up to two (2) exhibits and attend one (1) public meeting with the City.
 - g. Upon completion of the final design review, the Consultant shall furnish to the City up to four (4) additional copies and a PDF of the construction drawings to be forwarded to the franchise utility companies.
 - h. Upon completion of the final design review, the Consultant shall furnish to the City, where required by the circumstances of the assignment, the engineering data, construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).

D. Bid Phase Services (Phase 1)

- a. Prepare bid set drawings and technical specifications that address the comments from the final design review for ONLY Phase 1 (Travis Street and Park Avenue).
- b. Furnish to the City up to eight (8) copies of approved Construction Contract Documents needed for competitive bidding (plans, technical specifications, and bid proposals). The sets of Construction Contract Documents in excess of eight (8) copies are to be paid for separately as provided hereinafter.

EXHIBIT A SCOPE OF SERVICES

- c. Assist the City in the advertisement of the Project for competitive bids.
- d. Assist the City with the Pre-Bidders meetings.
- e. Prepare up to two (2) addenda as appropriate to interpret, clarify, or expand the Bid Documents.
- f. Assist the City in the opening and tabulation of bids for construction of the Project.
- g. Prepare a written summary of the bid tabulation and evaluation together with a letter addressing the award of the construction contract.
- h. Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.

E. Construction Phase Services (Phase 1)

- a. Conformed Document submittal for Phase 1:
 - i. Update the Bid Documents (plans and Project Manual) to incorporate bid addenda items
 - ii. Print up to ten (10) sets 11"x17" plans and Project Manuals for issuance at the Pre-Construction Conference
 - iii. Package and submit CAD base files upon request
- b. Up to two (2) Site Visits upon request
- c. *Pre-Construction Meeting.* Attend Pre-Construction Meeting prior to commencement of Work at the Site
- d. *Franchise Utility Coordination.* Assist the City with franchise utility coordination efforts and conflict resolution during construction.
- e. *Requests for information.* Coordinate with Engineer and issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
- f. *Change Orders.* Review and make recommendations for up to two (2) Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.

EXHIBIT A SCOPE OF SERVICES

- g. *Shop Drawings, Samples, and Submittals.* Review and approve or take other appropriate action for up to two (2) in respect to Shop Drawings, Samples, Submittals, and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such 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.
- h. *Substitutes and "or-equal."* 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.
- i. *Disagreements between City and Contractor.* As necessary, render written decision on claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- j. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
- k. Consultant shall prepare construction Record Documents based on the information received from Contractor within 30 days of final completion in accordance with the Agreement. Consultant shall submit one (1) half size set and one (1) PDF file of the Record Documents.

F. Preliminary Design Phase (30%) (Phase 2)

- a. Prepare preliminary engineering review drawings (1"=40' scale, 11"x17" sheets) to include preliminary horizontal data of all proposed improvements with minimal construction-related notes for ONLY Phase 2 (Washington Street and Sunset Boulevard). If necessary, report insufficient detail to indicate clearly any of the problems involved and provide alternate solutions available to the City. Include preliminary layouts, right-of-way, and property boundaries (based on City's GIS shapefiles), and cost estimates for the Project and set forth clearly the Consultant's recommendations for any alternate designs. Preliminary design package will include:

EXHIBIT A SCOPE OF SERVICES

- i. Cover Sheet (including location map) (1 Sheet)
 - ii. General Notes (2 Sheets)
 - iii. Quantity Summary (1 Sheet)
 - iv. Existing, Milled and Proposed Typical Sections for each street (2 Sheets)
 - v. Project Overview (2 Sheets)
 - vi. Preliminary Paving Plan Sheets (28 Sheets)
 - Indicating pavement limits, full-depth repairs, and curb and gutter replacement, as necessary for each street
 - Final grade adjustments for surface features such as water valves, storm manholes, sanitary sewer manholes, sanitary sewer clean outs and gas valves will be called out
 - Quantities for station limits on each sheet
 - vii. Preliminary Pavement Marking Plan Sheets (5 Sheets)
 - viii. Applicable City Standard Construction Details
 - ix. Applicable TxDOT Traffic Control Details
 - A detailed traffic control plan will not be provided
 - x. Applicable TxDOT Erosion Control Details
 - A detailed erosion control plan will not be provided
- b. Prepare technical specifications for ONLY Phase 2 (Washington Street and Sunset Boulevard).
- c. The CONSULTANT will perform an internal Quality Assurance/Quality Control (QA/QC) review prior to submitting documents to the City. The review will be completed utilizing the Consultant's QA/QC plan and checklist.
- d. Prepare Opinion of Probable Construction Cost for ONLY Phase 2 (Washington Street and Sunset Boulevard).
- e. Water, sanitary sewer, and storm drains will be shown on the plans based on the City's GIS information provided to the Consultant and from existing "Record Drawings" provided by the City of Sherman. Other utilities should be shown on the plans based on field information, utility locates requested by the Consultant, and any available "Record Drawings" that the Consultant can obtain from other utilities.
- f. Provide the City with one (1) copy and a PDF of the plans, technical specifications, and Opinion of Probable Construction Cost for their review.
- g. Depending on comments received from the City's review and field investigations, one (1) additional set of preliminary phase construction drawings may be required.
- h. Prior to the Preliminary review meeting with the City, the Consultant will

EXHIBIT A SCOPE OF SERVICES

- schedule and attend a project site visit with the City Project Manager and Construction personnel to walk the project. The Consultant shall summarize the City's comments from the field visit and submit this information to the City in writing.
- i. The Consultant will consult with the City, public utilities, private/franchise utilities, and government agencies to determine the approximate location of above and underground utilities, and other facilities that have an impact or influence on the project. Consultant will design City facilities to avoid or minimize conflicts with existing utilities, and where known and possible, consider potential future utilities in designs.

G. Final Design/Construction Plans (100%) (Phase 2)

- a. Prepare final engineering review drawings for ONLY Phase 2 (Washington Street and Sunset Boulevard) that address all comments from the conceptual review. The Final Design and Construction Plans packages will include:
 - i. Cover Sheet (including location map) (1 Sheet)
 - ii. General Notes (2 Sheets)
 - iii. Quantity Summary (1 Sheet)
 - iv. Existing, Milled and Proposed Typical Sections for each street (2 Sheets)
 - v. Project Overview (2 Sheets)
 - vi. Paving Plan Sheets (28 Sheets)
 - Indicating pavement limits, full-depth repairs, and curb and gutter replacement, as necessary for each street
 - Final grade adjustments for surface features such as water valves, storm manholes, sanitary sewer manholes, sanitary sewer clean outs and gas valves will be called out
 - Quantities for station limits on each sheet
 - vii. Pavement Marking Plan Sheets (5 Sheets)
 - viii. Applicable City Standard Construction Details
 - ix. Applicable TxDOT Traffic Control Details
 - A detailed traffic control plan will not be provided
 - x. Applicable TxDOT Erosion Control Details
 - A detailed erosion control plan will not be provided
- b. Prepare limited portion of the Project Manual, including Bid Proposal (City to provide a template to Consultant) and technical specifications for ONLY Phase 2 (Washington Street and Sunset Boulevard).
- c. The CONSULTANT will perform an internal Quality Assurance/Quality Control (QA/QC) review prior to each submittal to the CITY. The reviews will be completed utilizing the CONSULTANTS QA/QC plan and checklist. Prior to submitting the Final 90% Design plans a constructability review will be

EXHIBIT A SCOPE OF SERVICES

conducted internally as well.

- d. Prepare detailed Opinion of Probable Construction Cost for ONLY Phase 2 (Washington Street and Sunset Boulevard) based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical.
- e. Provide the City with one (1) copy and a PDF of the plans, technical specifications, and Opinion of Probable Construction Cost for their Final Design review.
- f. When required by the nature of the project, the Consultant shall provide up to two (2) exhibits and attend one (1) public meeting with the City.
- g. Upon completion of the final design review, the Consultant shall furnish to the City up to four (4) additional copies and a PDF of the construction drawings to be forwarded to the franchise utility companies.
- h. Upon completion of the final design review, the Consultant shall furnish to the City, where required by the circumstances of the assignment, the engineering data, construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).

H. Bid Phase Services (Phase 2)

- a. Prepare bid set drawings and technical specifications that address the comments from the final design review for ONLY Phase 2 (Washington Street and Sunset Boulevard).
- b. Furnish to the City up to eight (8) copies of approved Construction Contract Documents needed for competitive bidding (plans, technical specifications, and bid proposals). The sets of Construction Contract Documents in excess of eight (8) copies are to be paid for separately as provided hereinafter.
- c. Assist the City in the advertisement of the Project for competitive bids.
- d. Assist the City with the Pre-Bidders meetings.
- e. Prepare up to two (2) addenda as appropriate to interpret, clarify, or expand the Bid Documents.

EXHIBIT A SCOPE OF SERVICES

- f. Assist the City in the opening and tabulation of bids for construction of the Project.
- g. Prepare a written summary of the bid tabulation and evaluation together with a letter addressing the award of the construction contract.
- h. Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.

I. Construction Phase Services (Phase 2)

- a. Conformed Document submittal for Phase 2:
 - i. Update the Bid Documents (plans and Project Manual) to incorporate bid addenda items
 - ii. Print up to ten (10) sets 11"x17" plans and Project Manuals for issuance at the Pre-Construction Conference
 - iii. Package and submit CAD base files upon request
- b. Up to two (2) Site Visits upon request
- c. *Pre-Construction Meeting.* Attend Pre-Construction Meeting prior to commencement of Work at the Site
- d. *Franchise Utility Coordination.* Assist the City with franchise utility coordination efforts and conflict resolution during construction.
- e. *Requests for information.* Coordinate with Engineer and issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
- f. *Change Orders.* Review and make recommendations for up to two (2) Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.
- g. *Shop Drawings, Samples, and Submittals.* Review and approve or take other appropriate action for up to two (2) in respect to Shop Drawings, Samples, Submittals, and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice

EXHIBIT A SCOPE OF SERVICES

and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

- h. *Substitutes and "or-equal."* 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.
- i. *Disagreements between City and Contractor.* As necessary, render written decision on claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- j. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
- k. Consultant shall prepare construction Record Documents based on the information received from Contractor within 30 days of final completion in accordance with the Agreement. Consultant shall submit one (1) half size set and one (1) PDF file of the Record Documents.

IV. **ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES**

- A. **Additional Services not included in the existing Scope of Services** – City and Consultant agree the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

- 1. Changes in Project Scope
- 2. Traffic impact and/or signalization studies
- 3. Value engineering revisions unless input is received during design, plan changes requested after obtaining permits, or during construction
- 4. Hydraulic modeling or water flow test of existing water systems
- 5. Environmental assessments and permitting
- 6. Preparation of permits and applications
- 7. Effort and expenses required to change, adjust, or modify the construction

EXHIBIT A SCOPE OF SERVICES

- documents after receipt of approval of the preliminary plan
8. Effort and expenses related to drafting legal descriptions, drawings, or exhibits required to modify existing or create new easements
 9. Design of sanitary sewer, storm sewer or potable water
 10. Vertical roadway design and major horizontal roadway changes
 11. Drainage improvements or H&H (hydrology and hydraulic) modeling and design
 12. Landscape, irrigation, and/or lighting designs and or modifications
 13. Preparation of renderings or exhibits, other than what was stated in the Basic Services section

EXHIBIT B
PROJECT BUDGET SUMMARY

I. Basic Services

A. Project Management (All Phases)	\$16,000.00 (Hourly, NTE)
B. Preliminary Design Plans (30%) (Phase 1) (Expected Completion: March 2024)	\$64,100.00 (LS)
C. Final Design/Construction Plans (100%) (Phase 1) (Expected Completion: April 2024)	\$30,000.00 (LS)
D. Bid Phase Services (Phase 1) (Expected Completion: May 2024)	\$8,600.00 (Hourly, NTE)
E. Construction Phase Services (Phase 1)	\$8,700.00 (Hourly, NTE)
F. Preliminary Design Plans (30%) (Phase 2) (Expected Completion: Late April 2024)	\$41,000.00 (LS)
G. Final Design/Construction Plans (100%) (Phase 2) (Expected Completion: June 2024)	\$18,900.00 (LS)
H. Bid Phase Services (Phase 2) (Expected Completion: July 2024)	\$8,600.00 (Hourly, NTE)
I. <u>Construction Phase Services (Phase 2)</u>	<u>\$8,100.00 (Hourly, NTE)</u>
<i>Total Basic Services (As noted)</i>	<u><i>\$204,000.00</i></u>
<i>Project Budget, Grand Total (Not-To-Exceed)</i>	<i>\$204,000.00</i>

LS = Lump Sum
NTE = Not to Exceed

EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be done in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be done per accepted industry norms.

Text should not be smaller than 0.08" on a full-size sheet, and should be a font such as Simplex, Calibri, or Arial.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

- I. **CONSULTANT'S RESPONSIBILITY**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

- A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

- B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.
- C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

- A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

- A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.
- B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the City of Sherman, its officers, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage(s) is required for this Agreement.

Coverage Required		Limits
<u> X </u>	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate

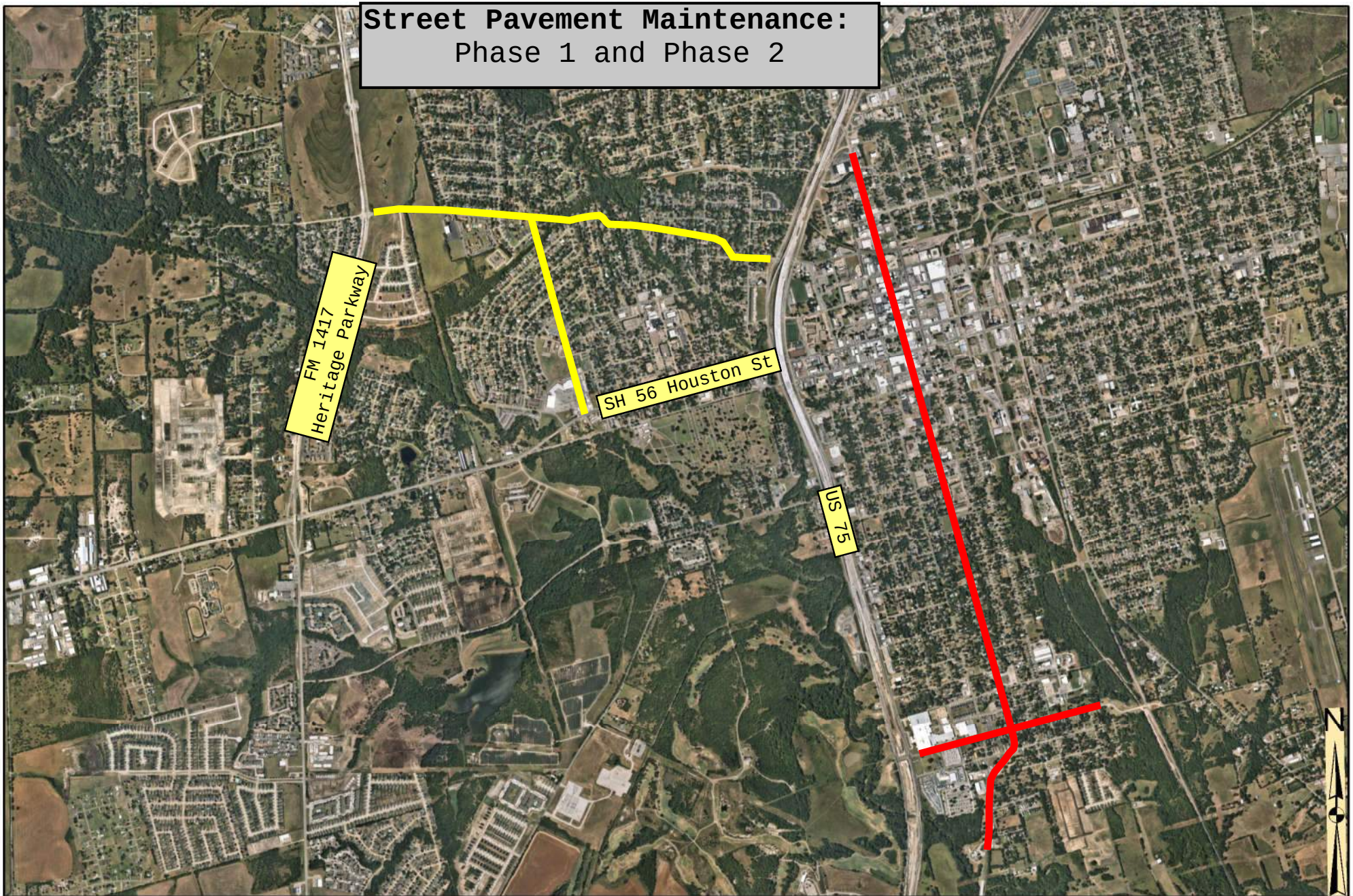
EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

-
- | | | | |
|---------------|-----|---|--|
| <u> X </u> | 4. | Professional Liability | <ul style="list-style-type: none">▪ Minimum \$1,000,000.00 each claim;▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 5. | Umbrella Coverage of Excess Liability Coverage | <ul style="list-style-type: none">▪ An amount of \$2,000,000.00▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 6. | City and its officers, and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess. | |
| <u> X </u> | 7. | General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. | |
| <u> X </u> | 8. | Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates. | |
| <u> X </u> | 9. | Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). | |
| <u> X </u> | 10. | The Certificate of Insurance must state the project title and bid number. | |
| <u> </u> | 11. | Other Insurance Requirements (State Below): | |

EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. Not Applicable		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Not Applicable Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity 2.22.2024 Date		

Street Pavement Maintenance: Phase 1 and Phase 2



- Phase 1 : Travis St and Park St
- Phase 2 : Washington St and Sunset Blvd



City Council Regular Meeting

Agenda Item No. H.1.

Meeting Date: 3/4/2024

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

***REQUEST TO ADVERTISE**

Annual Water and Sewer Maintenance Supplies and Parts

Issue:

Approve advertising for bids that will provide the City with water and sewer supplies and parts for annual maintenance work

Background:

Annually, the City requests bids or renews the contract, if possible, for our supply of water and sewer supplies and parts used in the maintenance of the City's water system and sewer system. The staff is requesting to advertise for a new annual supply contract. The current contract expires in April 2024.

Origination:

Distribution Services

Financial Consideration:

Purchases are made with budgeted funds in the Utility Fund and are included in the approved fiscal year 2023-2024 budget. Cost for advertising for this contract is expected to be less than \$200.00.

Staff Recommendation:

It is requested that the City Council authorize the staff to advertise the annual contract for bids.

Alternatives:

As may be directed by the City Council

Attachments:

None



City Council Regular Meeting

Agenda Item No. H.2.

Meeting Date: 3/4/2024

Prepared By: Theresa Hutchinson, Park & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

***REQUEST TO ADVERTISE**

Request to Advertise for Tennis Courts Improvements at Fairview Park

Issue:

Requesting to advertise for various improvements to the tennis court areas at Fairview Park

Background:

In response to continued maintenance of existing facilities, the Tennis Courts at Fairview Park are in need of resurfacing, fencing, lighting and shading. This project was budgeted out of the Fiscal Year 2023-2024 CIP Budget.

Origination:

Parks and Recreation Department

Financial Consideration:

The cost of advertising will be about \$400.00.

Staff Recommendation:

It is recommended that the City Council approve the request to advertise.

Alternatives:

As may be directed by the City Council

Attachments:

None



City Council Regular Meeting

Agenda Item No. I.1.

Meeting Date: 3/4/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Review Solid Waste Fund

Issue:

Review Solid Waste Fund Financial Statement

Background:

At the Budget Workshop for Fiscal Year 2024 on June 15, 2023, staff informed the Council of the increase in tipping fees charged by the landfill of 13% effective January 1, 2023, and another 14% effective January 1, 2024, despite healthy fund balances at the City's joint venture landfill, Texoma Area Solid Waste Authority (TASWA).

At that time, the City recommended waiting until we received an expected distribution from TASWA in approximately November. Additional pressure comes from the increased cost of trucks and additional routes and drivers required by the City's growing footprint. The distribution received is about the same as in prior years, necessitating additional revenue, or reduction of expense, to restore the fund to break-even and continue to provide services to the growing community.

Origination:

Finance Department

Financial Consideration:

The Solid Waste Fund requires approximately an additional \$500,000 per year to break-even. Restoring reserves and long-term funding for additional equipment may require additional revenue.

Staff Recommendation:

Staff requests direction from the City Council to restore the Solid Waste Fund to break-even, restore reserves, and fund capital expenses.

Alternatives:

Alternatives include reduction of services, residential and/or commercial solid waste rate increases, transfer from the General Fund, or additional funding from TASWA.

Attachments:

None

2024 Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
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March						
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31						

April						
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28	29	30				

May						
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June						
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July						
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August						
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September						
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29	30					

October						
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27	28	29	30	31		

November						
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December						
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22	23	24	25	26	27	28
29	30	31				

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
4/19/2024	Budget Planning Meeting
5/23/2024	CIP Work Session
6/21/2024	Budget Workshop Day 1
6/22/2024	Budget Workshop Day 2