



# CITY COUNCIL AGENDA

**SEPTEMBER 1, 2015**

(For General Information and Rules of Courtesy, please see opposite side.)  
(La Información General y las Reglas de Cortesía que Deben Observarse Durante las Asambleas del  
Consejo Municipal Aparecen en el Lado Opuesto. Por Favor, Leerlas.)

## I. General Information

The Arlington City Council is comprised of a Mayor and eight City Council members. Elections are conducted every spring in May.

Arlington City Council meetings are broadcast live on the Arlington Government Channel (A.G.C.) and replayed throughout the week. Visit the City's Web site for the A.G.C. broadcast schedule.

[www.arlingtontx.gov](http://www.arlingtontx.gov)

### CITY COUNCIL SCHEDULE-2015

MONTH	SCHEDULED
January	13, 20
February	10, 24
March	3, 17
April	14, 28
May	12, 19*, 26***
June	2, 16, 23**
July	Break
August	4, 11**, 25
September	1, 10**, 15
October	13, 27
November	10, 17
December	1, 15

\* Special Meeting – Official Canvass of Votes  
\*\*Special Meeting - Budget Related Items Only  
\*\*\* Swear in newly elected Council members

## II. Support or Opposition on Agenda Items

Anyone wishing to speak or register their support or opposition on a given matter should fill out a card available at the entrance and give it to a staff member at the main table before the opening of the meeting. If you've signed up that you wish to speak, and your name is called:

- Please come to the microphone at the podium and state your name and ~~address before you begin your presentation.~~
- To the extent possible, please refrain from repeating testimony which has already been given.
- Speakers in support or in opposition of an item will be given **two** minutes to make their statements.
- Public Hearings: an applicant has **five** minutes for their presentation and **two** minutes for any rebuttal.
- A bell will signal at the end of the speaker's time. Please wrap up your comments promptly.
- We ask that you address your comments to the Mayor and Council.

## III. Citizen Participation

Citizen participation gives the public an opportunity to make comments or address concerns that are not posted on the evening's agenda. Please understand that the Mayor and Council are not permitted by law to respond to or address your concerns at this time, as these items are not included on the posted Council Agenda for this evening. The Mayor and Council may only ask clarifying questions and/or direct staff to take appropriate action.

## IV. Rules of Courtesy

We ask that citizens and other visitors in attendance assist in preserving the order and decorum of this meeting. Any person making personal, profane, slanderous, or threatening remarks or who becomes disruptive while addressing the Mayor and the City Council or while attending the City Council meeting may be removed from the Council Chambers.

## I. Información General

El Ayuntamiento de la Ciudad de Arlington consiste de un Alcalde y ocho miembros del concilio municipal. Las elecciones se llevan a cabo cada Mayo en la primavera.

Las reuniones del Ayuntamiento de la Ciudad de Arlington se transmiten en vivo en el canal del Gobierno de Arlington (A.G.C.) y se repiten durante la semana. Visita la página web de la Ciudad para el horario del programa. [www.arlingtontx.gov](http://www.arlingtontx.gov)

### EL HORARIO DEL AYUNTAMIENTO-2015

EL MES	PROGRAMADO
Enero	13, 20
Febrero	10, 24
Marzo	3, 17
Abril	14, 28
Mayo	12, 19*, 26***
Junio	2, 16, 23**
Julio	Descanso
Agosto	4, 11**, 25
Septiembre	1, 10**, 15
Octubre	13, 27
Noviembre	10, 17
Diciembre	1, 15

\* Reunion especial – sólo para aprobar los votos oficiales de eleccion  
\*\* Reunions especial - sólo los artículos relacionados con el presupuesto de la ciudad  
\*\*\* Jurar los nuevos miembros electos del Ayuntamiento municipal

## II. Apoya u Opone los Artículos del Orden del Día

Alguno que desea hablar o registrar su apoyo u oposición en un asunto dado debe llenar una tarjeta disponible en la entrada y darlo a un empleado localizado en la mesa principal antes de la apertura de la reunión. Si usted se ha inscrito que desea hablar y tu nombre es llamado:

- Venga por favor al micrófono en el podio e indique su nombre y la dirección antes que empiece su presentación.
- Hasta el punto posible, por favor de abstenerse de repetir testimonio que ya ha sido dado.
- Los oradores en apoyo u oposición de un artículo sera dado **dos** minutos de hacer sus declaraciones.
- Las Audiciones Publicas: un solicitante tiene **cinco** minutos para su presentación y **dos** minutos para cualquier refutación.
- Una campana señalará a fines del tiempo del orador. Por favor, concluye tus comentarios inmediatamente.
- Pedimos que dirija sus comentarios al Alcalde y el Concilio.

## III. Participación de los Ciudadanos

La participación del ciudadano da el público una oportunidad a hacer comentarios o dirigir preocupaciones que no son anunciados en el orden del día o agenda. Comprenda por favor que el Alcalde y el concilio no son permitidos por ley a responder o abordar tus preocupaciones en este tiempo, porque estos artículos no son incluidos en los anunciados del orden del día del Ayuntamiento para esta tarde. El Alcalde y el Concejo sólo pueden pedir clarificación a preguntas y/o dirigen el personal a tomar acción apropiada.

## IV. Reglas de Cortesía

Pedimos que los ciudadanos y otros visitantes presente asisten en la preservación del orden y el decoro de esta junta. Cualquier persona que haga comentarios personales, profanos, difamatorios o intimidatorios, o alguien que lo haga en forma disruptivo durante dirigirse al Alcalde y el Ayuntamiento, o cuando está asistiendo la reunión del Ayuntamiento puede ser quitado de la Sala del Ayuntamiento.

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# Agenda



## Arlington City Council Meeting

City Hall Council Chamber  
101 W. Abram St.

Tuesday, September 01, 2015  
6:30 PM

**I. CALL TO ORDER**

**II. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS**

**III. SPECIAL PRESENTATIONS**

**IV. APPOINTMENTS TO BOARDS AND COMMISSIONS**

**V. SPEAKER GUIDELINES AND GENERAL DECORUM**

**VI. APPROVAL OF CONSENT AGENDA**

Approval of the Consent Agenda authorizes the City Manager to implement each item in accordance with staff recommendations and all votes on final reading will be recorded as reflected on first reading unless otherwise indicated. Public comment will be accepted on items, with the exception of those items on which a public hearing has been held and closed by Council, which will be indicated as **(CLOSED)** on the agenda.

A. Minute Orders

1. **Annual Requirements Contract for Playground Surface Material, Bid Project 15-0151 (MO#09012015-001)**

Authorize the City Manager or his designee to approve an annual requirements contract for playground surface material with Kraftsman Commercial Playgrounds and Water Parks of Spring, Texas through the Texas Local Government Purchasing Cooperative (TLGPC), in the estimated amount of \$150,000, and

- The Arlington City Hall is wheelchair accessible. For accommodations or sign interpretive services, please call 817-459-6100 no later than 24 hours in advance.
- Council meetings are broadcast live on Arlington's Government Channel, and rebroadcast throughout the week at the following times:

	Afternoon meetings	Evening Meetings
Sunday	1:00 p.m.	6:00 p.m.
Wednesday	1:30 p.m.	6:30 a.m.
Saturday	6:00 p.m.	6:30 a.m.

The Council agenda can be viewed on the City's website at [www.ArlingtonTX.gov](http://www.ArlingtonTX.gov)

- For a complete Arlington Government Channel program schedule, please visit [www.ArlingtonTX.gov/Broadcast](http://www.ArlingtonTX.gov/Broadcast)

execute any and all documents necessary to carry out such purchase. Funds are budgeted in multiple Parks Operations accounts and subject to FY2016 budget approval.

2. **Annual Requirements Contract for the Rental of Vehicles for the Arlington Police Department, Bid Project 15-0156 (MO#09012015-002)**  
Authorize the City Manager or his designee to execute an annual requirements contract for the rental of vehicles for undercover operations with EAN Holdings, LLC, doing business as Enterprise Rent-A-Car of Fort Worth, Texas, through an interlocal agreement with the Tarrant County Cooperative Purchasing Program in the estimated amount of \$120,000, and execute any and all documents necessary to carry out such contract. Funds are budgeted in Police Investigative Services Account No. 810803-61000 and subject to FY 2016 budget approval.
3. **Annual Contract for Software Support and Maintenance of the Public Safety Records Management System, Bid Project 15-0157 (MO#09012015-003)**  
Authorize the City Manager or his designee to execute an annual contract for the sole-source purchase of software support and maintenance of the Public Safety Records Management System (RMS) with Tiburon, Inc. in the estimated amount of \$157,980, and execute any and all documents necessary to carry out such purchase. Funds are budgeted in Police Department Management Services Account No. 810901-63123 and subject to FY 2016 budget approval.
4. **Annual Requirements Contract for Sensus Cold Water Meters and Meter Interface Units, Bid Project 15-0155 (MO#09012015-004)**  
Authorize the City Manager or his designee to execute an annual requirements contract for the sole-source purchase of Sensus cold water meters and meter interface units with Thirkettle Corporation, dba Aqua Metric Sales Company, in the estimated amount of \$2,196,257, and execute any and all documents necessary to carry out such contract. Aqua Metric Sales Company of San Antonio, Texas, which also owns and operates a warehouse and office space in Arlington, is the authorized distributor of Sensus meters in Texas; this purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022, (D) captive replacement parts or components for equipment. Funds are budgeted in Water Inventory Account No. 5000-16000 and subject to FY16 budget approval.
5. **Renewal of Contract for Miscellaneous Concrete and Handicap Ramp Program; Project No. PWSM14001 (MO#09012015-005)**  
Authorizing the City Manager or his designee to exercise the first of four, one-year renewal options in the contract for the miscellaneous concrete and handicap ramp program with Axis Contracting, Inc., of Dallas, Texas, in the estimated amount of \$1,176,660. Funds are available in the Street Maintenance Sales Tax Account No. 728501-63132-61350695 [\$1,000,000] and Street Bond Fund Account No. 358504-68153-65650698 [\$176,660].
6. **Renewal of Contract for Concrete Panel & Sidewalk Replacement Program; Project No. PWSM14002 (MO#09012015-006)**  
Authorizing the City Manager or his designee to exercise the first of four, one-year renewal options in the contract for the concrete panel and sidewalk replacement program with Ken-Do Contracting, LP, of Desoto, Texas, in the estimated amount of \$2,735,000. Funds are available in the Street Maintenance Sales Tax Account No. 728501-63132-61370695 [\$2,400,000] and Street Maintenance General Fund Account No. 728501-63132-61380695 [\$335,000].

7. **Ott Cribbs Public Safety Center Roof Replacement; Project No. CMPW15001 (MO#09012015-007)**  
 Authorizing the City Manager or his designee to execute a construction contract with Tri-lam Roofing and Waterproofing, Inc., of Everman, Texas, for the Ott Cribbs Public Safety Center Roof Replacement in an amount not to exceed \$665,870. Funding is available in the Non-Departmental Account No. 190601-63101-32001599 [\$642,376] and Infrastructure Reserve Account No. 760104-68100-70014100 [\$23,494].
  
8. **Engineering Services Contract for New York Avenue Realignment and Connection to State Highway SH 360 & Texas U-Turn at the IH-20 and Bowen Road Intersection; Project No. PWST15005 (MO#09012015-008)**  
 Authorizing the City Manager or his designee to execute an Engineering Services contract with AECOM Technical Services, Inc., of Fort Worth, Texas, for the design of New York Avenue realignment and connection to State Highway SH 360 and design of a Texas U-Turn at the intersection IH-20 and Bowen Road in an amount not to exceed \$436,594. Funding is available in the following accounts: Street Bond Fund Account No. 358504-61043-65680698 [\$416,629], Water Bond Fund Account No. 658502-61043-18104205 [\$13,310], and Sanitary Sewer Bond Fund Account No. 648502-61043-17951204 [\$6,655].
  
9. **Construction Contract for US 287 16-inch Water Line, Project No. WUOP14005 (MO#09012015-009)**  
 Authorizing the City Manager or his designee to execute a construction contract with SYB Construction Co., Inc., of Irving, Texas, for US 287 16-inch Water Line, in the amount not to exceed \$548,739.10. Funding is available in Water Bond Fund Account No.658502-68252-18071205.
  
10. **Impact Fee Program Update (MO#09012015-010)**  
 Authorize the City Manager or his designee to execute a professional services contract with Freese and Nichols, Inc., of Fort Worth, Texas for the development of the City of Arlington Impact Fee Program Update, in the amount not to exceed \$302,816. Funding is available in the following accounts: Water Utilities Impact Fee Account No. 678501-20141205-61043 [\$151,408] and Public Works and Transportation Impact Fee Account No. 358502-65540699-61043 [\$151,408].

B. Consent Agenda Ordinances – Final Readings

Public comment will be accepted on items, with the exception of those items on which a public hearing has been held and closed by Council, which will be indicated as **(CLOSED)** on the agenda.

1. **Specific Use Permit SUP15-4 (Rosenberger Pool House - 1408 West Second Street) (CLOSED)**  
 Approve an ordinance for a Specific Use Permit (SUP) for a Secondary Living Unit on approximately 1.5 acres of land zoned Conservation District Overlay-Residential Single-Family-7.2 (CDO-RS-7.2) and generally located south of West Second Street and west of South Davis Drive. Final reading of an ordinance adopting Specific Use Permit SUP15-4 for a Secondary Living Unit on certain property known as 1408 West Second Street zoned Conservation District Overlay-Residential Single-Family-7.2 (CDO-RS-7.2) and amending the Zoning District Map accordingly.

C. Consent Agenda Resolutions

1. **Gateway Monument Agreement for Entertainment District Signage**

A resolution authorizing the execution of a Gateway Monument Agreement with the Texas Department of Transportation relative to Gateway Monument Signs located within the State's right-of-way.

**END OF CONSENT AGENDA**

**VII. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA**

**VIII. CONSIDER AND VOTE ON WITHDRAWN ITEMS**

**IX. PUBLIC HEARINGS: ORDINANCES FIRST READING**

Speaker Regulations: Anyone wishing to speak for or against a Public Hearing must fill out a card at the entrance to the Council Chamber.

A. Public Hearing – Ordinances First Reading

1. **Zoning Case PD15-6 (U.S. 287 Business Highway - 7505 U.S. 287 Business Highway)**

Following the public hearing, consider a request for a change in the zoning of property to Planned Development (PD) for limited General Commercial (GC) uses, with a Development Plan on approximately 0.9 acres zoned Village on the Green at Tierra Verde (VG) and generally located north of Hudson Cemetery Road and west of Mansfield Cardinal Road.

**ORDINANCE FIRST READING**

First reading of an ordinance changing the zoning classification on certain property known as 7505 U.S. 287 Business Highway, Planned Development (PD) for limited General Commercial (GC) uses, with a Development Plan and amending the Zoning District Map accordingly.

B. Public Hearing – Non-Council Action

1. **Second Public Hearing on the Tax Rate**

Regarding the Fiscal Year 2016 Tax Rate for the City of Arlington.

**X. ANNOUNCEMENTS**

**XI. CITIZEN PARTICIPATION– Recognition of visitors with items of business not on the agenda.**



# Staff Report

<b>Annual Requirements Contract for Playground Surface Material, Bid Project 15-0151</b>	
City Council Meeting Date: 9-1-15	Action Being Considered: Minute Order

## **RECOMMENDATION**

Authorize the City Manager or his designee to approve an annual requirements contract for playground surface material with Kraftsman Commercial Playgrounds and Water Parks through the Texas Local Government Purchasing Cooperative (TLGPC), in the estimated amount of \$150,000.

## **PRIOR BOARD OR COUNCIL ACTION**

On June 25, 2002, the City Council passed Resolution 02-314, authorizing the City of Arlington to participate in the TLGPC.

## **ANALYSIS**

This contract is for the supply and installation of playground surface material for the Parks and Recreation Department. This material is made of wood fiber/mulch and is used primarily for surfacing and upkeep of the City's 49 playgrounds. The Consumer Product Safety Commission guidelines require the City to maintain a 12" surface depth of safety material at playgrounds to allow for proper fall zones under various play structure components. The material will be purchased on an as-needed basis.

Contract term: September 1, 2015 - August 31, 2016

## **FINANCIAL IMPACT**

Utilizing the contract with Kraftsman Commercial Playgrounds and Water Parks of Spring, Texas through the TLGPC agreement was determined to be the most cost-effective method for obtaining playground surface material. This contract term is for one year, and will be reviewed annually to determine subsequent renewal terms. The projected financial impact for this contract term is as follows:

<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
\$12,500	\$137,500	\$0

Funds are budgeted in multiple Parks Operations accounts and subject to FY2016 budget approval.

## **ADDITIONAL INFORMATION**

Attached:	None
Under separate cover:	None
Available in the Purchasing office:	Bid file
MWBE:	No

## **STAFF CONTACT(S)**

Lemuel Randolph, Director Parks & Recreation 817-459-5479 <a href="mailto:Lemuel.Randolph@arlingtontx.gov">Lemuel.Randolph@arlingtontx.gov</a>	Will Velasco, CPPB Purchasing Agent 817-459-6302 <a href="mailto:Will.Velasco@arlingtontx.gov">Will.Velasco@arlingtontx.gov</a>	Mike Finley Director of Finance 817-459-6345 <a href="mailto:Mike.Finley@arlingtontx.gov">Mike.Finley@arlingtontx.gov</a>
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# Staff Report

## Annual Requirements Contract for the Rental of Vehicles for the Arlington Police Department, Bid Project 15-0156

City Council Meeting Date: 9-1-15

Action Being Considered: Minute Order

### **RECOMMENDATION**

Authorize the City Manager or his designee to execute an annual requirements contract for the rental of vehicles for undercover operations with EAN Holdings, LLC, doing business as Enterprise Rent-A-Car, through an interlocal agreement with the Tarrant County Cooperative Purchasing Program in the estimated amount of \$120,000.

### **PRIOR BOARD OR COUNCIL ACTION**

On December 1, 1998, City Council passed Resolution 98-809, authorizing the City of Arlington to participate in the Tarrant County Cooperative Purchasing Program.

### **ANALYSIS**

This contract is for the rental of a variety of vehicles for the Covert Investigations Unit of the Police Department. The vehicles will be used by undercover officers to conduct investigations and enforce state and local narcotics, gambling, prostitution, vice and liquor laws. The vehicles will also be used by the Vice Unit, which is responsible for enforcing the City of Arlington's Sexually Oriented Business ordinance. Renting vehicles was determined to be the most advantageous for the City, as frequently replacing vehicles will enhance officer safety during undercover investigations.

Contract term: September 1, 2015 - August 31, 2016

### **FINANCIAL IMPACT**

Tarrant County recently awarded their contract with Enterprise Rent-A-Car of Fort Worth, Texas. By utilizing the contract with the Tarrant County Cooperative Purchasing Program, the City will be able to rent 15-20 vehicles for one year, in the estimated amount of \$120,000. The projected financial impact for this contract is as follows:

<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
\$10,000	\$110,000	\$0

Funds are budgeted in Police Investigative Services Account No. 810803-61000 and subject to FY 2016 budget approval.

### **ADDITIONAL INFORMATION**

Attached:	None
Under separate cover:	None
Available in the Purchasing Division:	Bid file
MWBE:	No

### **STAFF CONTACT(S)**

Will Johnson Police Chief 817-459-5702 <a href="mailto:Will.Johnson@arlingtontx.gov">Will.Johnson@arlingtontx.gov</a>	Janice Hughes, CPPB Sr. Purchasing Agent 817-459-6304 <a href="mailto:Janice.Hughes@arlingtontx.gov">Janice.Hughes@arlingtontx.gov</a>	Mike Finley Director of Finance 817-459-6345 <a href="mailto:Mike.Finley@arlingtontx.gov">Mike.Finley@arlingtontx.gov</a>
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# Staff Report

## Annual Contract for Software Support and Maintenance of the Public Safety Records Management System, Bid Project 15-0157

City Council Meeting Date: 9-1-15 | Action Being Considered: Minute Order

### **RECOMMENDATION**

Authorize the City Manager or his designee to execute an annual contract for the sole-source purchase of software support and maintenance of the Public Safety Records Management System (RMS) with Tiburon, Inc. in the estimated amount of \$157,980.

### **PRIOR BOARD OR COUNCIL ACTION**

None.

### **ANALYSIS**

This contract provides for annual software support and maintenance of the Public Safety RMS used by the Police Department. The software used is an essential tool in managing departmental records for crime reports, statistical reporting, case management, property/evidence management, jail inmate book-ins/book-outs, and other mission critical activities.

This software support and maintenance agreement is only available from Tiburon, Inc. of Pleasanton, California; therefore, the purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022(a) 7 as sole-source procurement.

Contract term: October 1, 2015 - September 30, 2016

### **FINANCIAL IMPACT**

Tiburon, Inc. will provide annual software support and maintenance in the estimated amount of \$157,980. This is a one-year contract that is reviewed and renewed annually. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$157,980	\$0	\$0

Funds are budgeted in Police Department Management Services Account No. 810901-63123 and subject to FY 2016 budget approval.

### **ADDITIONAL INFORMATION**

Attachments:	None
Under separate cover:	None
Available in the Purchasing Division:	Bid File
MWBE:	No

### **STAFF CONTACT(S)**

Will Johnson Police Chief 817-459-5702 <a href="mailto:Will.Johnson@arlingtontx.gov">Will.Johnson@arlingtontx.gov</a>	Janice Hughes, CPPB Sr. Purchasing Agent 817-459-6304 <a href="mailto:Janice.Hughes@arlingtontx.gov">Janice.Hughes@arlingtontx.gov</a>	Mike Finley Director of Finance 817-459-6345 <a href="mailto:Mike.Finley@arlingtontx.gov">Mike.Finley@arlingtontx.gov</a>
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# Staff Report

## Annual Requirements Contract for Sensus Cold Water Meters and Meter Interface Units, Bid Project 15-0155

City Council Meeting Date: 9-1-15

Action Being Considered: Minute Order

### RECOMMENDATION

Authorize the City Manager or his designee to execute an annual requirements contract for the sole-source purchase of Sensus cold water meters and meter interface units with Thirkettle Corporation, dba Aqua Metric Sales Company, in the estimated amount of \$2,196,257.

### PRIOR BOARD OR COUNCIL ACTION

None.

### ANALYSIS

This contract is for the supply of Sensus cold water meters and meter interface units which is part of the Advanced Metering Infrastructure Expansion Program. The new cold water meters will be connected to the meter interface units which provide electronic meter readings at residential and commercial properties. Both items will be purchased on an as needed basis.

The meters included in the contract are in compliance with the reduction of lead in drinking water amendment to the Safe Drinking Water Act. Specifically, as of January 4, 2014, a reduction of the allowable lead content of drinking water pipes, pipe fittings and other plumbing fixtures must be "lead free". "Lead free" is defined as restricting the permissible levels of lead in the wetted surfaces of pipes, pipe fittings, other plumbing fittings and fixtures to a weighted average of not more than 0.25%.

Aqua Metric Sales Company of San Antonio, Texas, which also owns and operates a warehouse and office space in Arlington, is the authorized distributor of Sensus meters in Texas; this purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022, (D) captive replacement parts or components for equipment.

Contract term: September 1, 2015 - August 31, 2016

### FINANCIAL IMPACT

The contract is for one-year and will be reviewed annually. The projected financial impact for this contract term is as follows:

<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
\$183,021.42	\$2,013,235.58	\$0

Funds are budgeted in Water Inventory Account No. 5000-16000 and subject to FY16 budget approval.

### ADDITIONAL INFORMATION

Attachments:	None
Under separate cover:	None
Available in the Purchasing Division:	Bid File
MWBE:	No

**STAFF CONTACT(S)**

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Mike Finley  
Director of Finance  
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[Mike.Finley@arlingtontx.gov](mailto:Mike.Finley@arlingtontx.gov)

# Staff Report



<b>Renewal of Contract for Miscellaneous Concrete and Handicap Ramp Program; Project No. PWSM14001</b>	
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City Council Meeting Date: 09/01/15	Action Being Considered: Minute Order
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### **RECOMMENDATION**

Authorizing the City Manager or his designee to exercise the first of four, one-year renewal options in the contract for the miscellaneous concrete and handicap ramp program with Axis Contracting, Inc., of Dallas, Texas, in the estimated amount of \$1,176,660.

### **PRIOR BOARD OR COUNCIL ACTION**

On August 5, 2014, City Council approved Minute Order No. MO08052014-003, authorizing the execution of an annual requirements contract for miscellaneous concrete work with Axis Contracting, Inc., of Dallas, Texas, in an amount not to exceed \$2,164,951.

### **ANALYSIS**

This contract provides for miscellaneous concrete repairs and is performed in conjunction with asphalt resurfacing programs. This work, which includes the removal and replacement of curb, gutter, sidewalks, and drive approaches, occurs a few months in advance of the asphalt reclamation process.

The Handicap Ramp section of the contract includes replacement of adjacent sidewalks to ensure proper grade and installation of compliant ramps as per the Americans with Disabilities Act (ADA). The cost includes all labor, materials, and equipment to perform the work.

Original Term: One year/four, one-year renewal options  
Current Term: First Renewal (September 16, 2015 through September 15, 2016)

### **FINANCIAL IMPACT**

Funds are available in the following accounts:

Street Maintenance Sales Tax Account No. 728501-63132-61350695	\$1,000,000
Street Bond Fund Account No. 358504-68153-65650698	\$176,660

The contract allows for an annual increase at a rate not to exceed the effective percentage change in the Consumer Price Index (CPI) for the previous 12 month period, calculated at the time of renewal. Based on the current, allowable 2.0 percent change in the CPI, the projected three-year financial impact is as follows:

<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
\$176,660	\$1,000,000	\$0

Funding for the Street Maintenance portion of this contract is subject to FY2016 budget approval.

### **ADDITIONAL INFORMATION**

Attached:	None
Under separate cover:	None
Available in City Secretary's Office:	None

**STAFF CONTACT(S)**

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817-459-6553  
[Keith.Melton@arlingtontx.gov](mailto:Keith.Melton@arlingtontx.gov)

Mindy Carmichael, P.E.  
Assistant Director of Public Works  
and Transportation  
817-459-6552  
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# Staff Report



<b>Renewal of Contract for Concrete Panel &amp; Sidewalk Replacement Program; Project No. PWSM14002</b>	
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City Council Meeting Date: 09/01/15	Action Being Considered: Minute Order
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## **RECOMMENDATION**

Authorizing the City Manager or his designee to exercise the first of four, one-year renewal options in the contract for the concrete panel and sidewalk replacement program with Ken-Do Contracting, LP, of Desoto, Texas, in the estimated amount of \$2,735,000.

## **PRIOR BOARD OR COUNCIL ACTION**

On August 19, 2014, Council approved Minute Order No. MO08192014-003, authorizing the execution of an annual requirements contract with Ken-Do Contracting, LP, of Desoto, Texas, for the concrete panel and sidewalk replacement, in an amount not to exceed \$2,374,651.

## **ANALYSIS**

This contract provides for panel repair work on concrete streets. The increased age and deterioration of concrete roadways has led to panel failures on major thoroughfare and collector streets. Concrete panel replacement is a critical component of the overall street maintenance program and the contract includes all labor, equipment, and material.

The sidewalk portion of the contract provides for permanent repair of areas throughout the city that have been temporarily patched with asphalt to eliminate tripping hazards.

Original Contract Term: One year/four, one-year renewal options  
Current Term: First Renewal (September 8, 2015 through September 7, 2016)

## **FINANCIAL IMPACT**

Funds are available in the following accounts:

Street Maintenance Sales Tax Account No. 728501-63132-61370695	\$2,400,000
Street Maintenance General Fund Account No. 728501-63132-61380695	\$335,000

The contract allows for an annual increase at a rate not to exceed the effective percentage change in the Consumer Price Index (CPI) for the previous 12 month period, calculated at the time of renewal. Based on the current, allowable 2.0 percent change in the CPI, the projected three-year financial impact is as follows:

<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
\$2,735,000	\$0	\$0

## **ADDITIONAL INFORMATION**

Attached: None  
Under separate cover: None  
Available in the City Secretary's Office: None

**STAFF CONTACT(S)**

Keith Melton, P.E.  
Director of Public Works &  
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# Staff Report



<b>Ott Cribbs Public Safety Center Roof Replacement; Project No. CMPW15001</b>	
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City Council Meeting Date: 09/01/15	Action Being Considered: Minute Order
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## **RECOMMENDATION**

Authorizing the City Manager or his designee to execute a construction contract with Tri-lam Roofing and Waterproofing, Inc., of Everman, Texas, for the Ott Cribbs Public Safety Center Roof Replacement in an amount not to exceed \$665,870.

## **PRIOR BOARD OR COUNCIL ACTION**

On April 28, 2015, City Council approved Minute Order No. MO04282015-004, authorizing the execution of Professional Services contract with Wharry Engineering, of Garland, Texas, for the design and construction administration services of a new roof system for the Ott Cribbs Public Safety Building in an amount not to exceed \$38,500.

## **ANALYSIS**

This project consists of replacing the existing roof system which is at the end of its service life. The existing roof was installed during the original construction of the Ott Cribbs Public Safety Building in 1987.

Date of Bid:	August 14, 2015
Number of Bids Received:	Eight
Number of Bids from Arlington Firms:	None
Range of Bids:	\$665,870 to \$1,370,100
Best Value Bid:	\$665,870
Recommended Low Bidder:	Tri-lam Roofing and Waterproofing, Inc. of Everman, Texas
Contract Time:	120 calendar days
Liquidated Damages for Delay:	\$500 per day

VENDOR	MWBE	TOTAL
<b>Tri-Lam Roofing and Waterproofing, Inc. Everman, Texas</b>	<b>No</b>	<b>\$665,870</b>
Paragon Roofing, Inc. Dallas, Texas	No	\$679,000
AA Applicators, Inc. Dallas, Texas	No	\$703,500
BRI Roofing & Sheet Metal, LLC Haslet, Texas	No	\$761,427
Castro Roofing of Texas, LLC Dallas, Texas	Yes – HI*	\$767,975
Vincent’s Roofing, Inc. La Grange, Texas	Yes – HI*	\$815,200
Anchor Roofing Systems, Ltd. Fort Worth, Texas	Yes – WO*	\$1,200,000
Jeff Eubank Roofing Company Inc. Fort Worth, Texas	No	\$1,370,100

\*HI – Hispanic Owned; WO – Woman Owned

**FINANCIAL IMPACT**

Funding is available in the following accounts:

Non-Departmental Account No. 190601-63101-32001599	\$642,376
Infrastructure Reserve Account No. 760104-68100-70014100	\$23,494

<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
\$665,870	\$0	\$0

**ADDITIONAL INFORMATION**

Attached:	Bid Tab
Under separate cover:	None
Available in the City Secretary’s Office:	None

**STAFF CONTACT(S)**

Keith Melton, P.E.  
 Director of Public Works & Transportation  
 817-459-6553  
[Keith.Melton@arlingtontx.gov](mailto:Keith.Melton@arlingtontx.gov)

Will Johnson  
 Police Chief  
 817-459-5702  
[Will.Johnson@arlingtontx.gov](mailto:Will.Johnson@arlingtontx.gov)

**PROJECT:** Ott Cribbs Public Safety Center  
**Roof Replacement**  
**Arlington, Texas**

**OWNER:** City of Arlington

**CONSULTANT:** Wharry Engineering

**BID LOCATION:** City Hall, PWT Conference Room 2

**BID DATE & TIME:** Friday, August 14, 2015 at 9:00 a.m.

**BID TABULATION**

NO	BIDDER	BASE BID	DAYS	ALLOWANCE	ADDENDA #1	BID SECURITY	BIDDER'S QUAL.	CONFLICT OF INTEREST QUEST.
1.	AA APLICATORS, INC.	\$ 703,500.00	180	\$ 70,000.00	Yes	Yes	Yes	Yes
2.	BRI ROOFING & SHEET METAL, LLC	\$ 761,427.00	120	\$ 70,000.00	Yes	Yes	Yes	Yes
3.	TRI-LAM ROOFING & WATERPROOFING, INC.	\$ 665,870.00	120	\$ 70,000.00	Yes	Yes	Yes	No
4.	CASTRO ROOFING OF TEXAS, LLC	\$ 767,975.00	150	\$ 70,000.00	Yes	Yes	Yes	Yes
5.	VINCENT'S ROOFING, INC.	\$ 815,200.00	120	\$ 70,000.00	Yes	Yes	Yes	Yes
6.	JEFF EUBANK ROOFING COMPANY, INC.	\$ 1,370,100.00	90	\$ 70,000.00	Yes	Yes	Yes	Yes
7.	PARAGON ROOFING, INC	\$ 679,000.00	90	\$ 70,000.00	Yes	Yes	Yes	No
8.	ANCHOR ROOFING SYSTEMS, LTD.	\$ 1,200,000.00	90	\$ 70,000.00	Yes	Yes	Yes	Yes

# Staff Report



<b>Engineering Services Contract for New York Avenue Realignment and Connection to State Highway SH 360 &amp; Texas U-Turn at the IH-20 and Bowen Road Intersection; Project No. PWST15005</b>	
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City Council Meeting Date: 09/01/05	Action Being Considered: Minute Order
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## **RECOMMENDATION**

Authorizing the City Manager or his designee to execute an Engineering Services contract with AECOM Technical Services, Inc., of Fort Worth, Texas, for the design of New York Avenue realignment and connection to State Highway SH 360 and design of a Texas U-Turn at the intersection IH-20 and Bowen Road in an amount not to exceed \$436,594.

## **PRIOR BOARD OR COUNCIL ACTION**

On October 15, 2013, City Council approved Resolution No. 13-257, supporting the Texas Department of Transportation and the North Texas Tollway Authority and their plan to construct tolled mainlanes and continuous frontage roads on SH 360 from East Sublett/West Camp Wisdom to US 287.

On June 16, 2015, City Council approved Minute Order No. MO06162015-014, authorizing the execution of a Local Project Advance Funding Agreement (LPAFA) with the Texas Department of Transportation (TxDOT), of Fort Worth, Texas, for construction of intersection improvements on the SH 360 South Extension project between Sublett Road and US 287 in the estimated amount of \$1,180,000.

## **ANALYSIS**

The 2014 Bond Election included funding for design and construction of a new connection of New York Avenue to State Highway SH 360 in anticipation of the TxDOT SH 360 South Extension Project from East Sublett Road to US 287.

This project consists of design of paving, drainage, water, sanitary sewer, street lights, a bike sidepath, and median improvements for the realignment of New York Avenue from Lake Murray Drive to Eden Road, and Eden Road from New York Avenue to the southbound frontage road of State Highway SH 360. The conceptual design will include an option for a roundabout for the intersection of New York Avenue and Eden Road and an analysis for evaluation.

Also included in the contract is the design of a Texas U-Turn for westbound to eastbound Interstate IH-20 at Bowen Road and design of a new traffic signal for north bound Bowen Road.

The IH-20 at Bowen Road location will be a local funded, TxDOT let project. The New York Avenue location will be a City of Arlington let project.

<u>Not to Exceed</u>	
Base Design Fee:	\$352,482.50
Field Survey:	\$37,591.50
Right-of-Way:	\$7,800.00
Geotechnical Services	\$16,555.00
Water and Sanitary Sewer Design Fee:	\$19,965.00
Direct Costs:	<u>\$2,200.00</u>
<b>Total:</b>	<b>\$436,594.00</b>

**FINANCIAL IMPACT**

Funding is available in the following accounts:

Street Bond Fund Account No. 358504-61043-65680698	\$416,629
Water Bond Fund Account No. 658502-61043-18104205	\$13,310
Sanitary Sewer Bond Fund Account No. 648502-61043-17951204	\$6,655

<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
\$0	\$436,594	\$0

**ADDITIONAL INFORMATION**

Attached:	Engineering Services Contract Location Map
Under separate cover:	None
Available in the City Secretary's Office:	None

**STAFF CONTACT(S)**

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[Buzz.Pishkur@arlingtontx.gov](mailto:Buzz.Pishkur@arlingtontx.gov)

STATE OF TEXAS §

**ENGINEERING SERVICES CONTRACT**

COUNTY OF TARRANT §

THIS CONTRACT is entered into on this 1<sup>st</sup> day of September, 2015 by and between the CITY OF ARLINGTON, a municipal corporation located in Tarrant County Texas (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and **AECOM Technical Services, Inc.**, whose address is 1200 Summit Avenue, Suite 600, Fort Worth, Texas 76102 (hereinafter referred to as "ENGINEER").

WHEREAS, CITY desires to contract with AECOM Technical Services, Inc. for the development of construction plans for the **SH 360/New York Avenue Connections & Texas U-Turn at IH 20/Bowen Road, City of Arlington, Project No. PWST15005;**

WHEREAS, AECOM Technical Services, Inc. is qualified to provide such services and is willing to undertake such services for CITY in exchange for fees hereinafter specified;

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.

**EMPLOYMENT OF ENGINEER**

ENGINEER will perform as an independent contractor all services under this Contract to the prevailing engineering professional standards consistent with the level of care and skill ordinarily exercised by members of the engineering profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely actions. If ENGINEER is representing that it has special expertise in one or more areas to be utilized in this Contract, then ENGINEER agrees to perform those special expertise services to the appropriate local, regional or national professional engineering standards.

II.

**SCOPE OF SERVICES**

The services to be performed by ENGINEER under this Contract include but are not limited to the services described in Exhibit "A" (hereafter referred to as "Project"), incorporated herein by reference as if written word for word. In case of conflict between the language in Exhibit "A" and this Contract, this Contract shall be binding on both parties.

III.  
COMPENSATION

For the satisfactory performance of the professional services described in Exhibit “A”, the City agrees to compensate ENGINEER on the basis set forth in Exhibit “B”, Fee Estimate, which are attached hereto. It is mutually understood and agreed that compensation for the services will be, in an amount not to exceed \$246,848.00 for the SH 360/New York Avenue Connection; and in an amount not to exceed \$189,746.00 for the Texas U-Turn at IH 20/Bowen Road for specified services.

ENGINEER shall submit invoices for services rendered, based upon the percentage complete of the defined services. CITY shall make payments in the amount shown by ENGINEER approved invoices and other documentation submitted within thirty (30) days of receiving such invoice. Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract. CITY will not be required to make any payments to ENGINEER when ENGINEER is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if ENGINEER is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default. ENGINEER will fully comply with any and all applicable federal, state and local laws relating to income reporting, including but not limited to Internal Revenue Service Reports.

IV.  
OWNERSHIP OF DOCUMENTS

All information prepared or assembled by ENGINEER under this Contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. ENGINEER may retain in its files copies of all information and all other pertinent information for the work. Copies may be used for promotional purposes. Concepts and ideas embodied in the information may be freely used by ENGINEER without restriction. ENGINEER shall have no liability for changes made to the information and other documents by others subsequent to the completion of the Contract.

V.  
TERM

This Contract shall become effective on the date first written above and shall terminate one (1) year from the date of delivery of all the deliverable items unless terminated earlier in accordance with this Contract.

VI.  
TERMINATION

CITY may terminate this Contract without cause and without any penalty or

liability upon written notice to ENGINEER. Upon receipt of termination notice, ENGINEER shall stop all work in progress, including subcontracts. All finished or unfinished documents, data, studies, surveys, drawings, maps, reports, photographs, etc. prepared by ENGINEER and all subcontractors will, upon final payment to ENGINEER, be delivered to CITY and shall become the property of CITY. CITY shall pay ENGINEER for all work performed in accordance with the provisions of this Contract prior to the date of termination. ENGINEER shall invoice CITY for all work performed within thirty (30) days of termination notice. CITY shall not be responsible for payment of any invoices received after the expiration of thirty (30) days from notice of termination.

## VII. INSURANCE

ENGINEER shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. ENGINEER shall not commence work under this Contract until it has obtained all the insurance required under the Contract and such insurance has been approved by CITY; nor shall ENGINEER allow any subcontractor to commence work on a subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an “occurrence” basis, except for Professional Liability. The insurance requirements shall remain in effect throughout the term of this contract. The policy limits stated below are a minimum.

1. Workers’ Compensation, as required by law, Employer’s Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease – each employee and \$1,000,000 disease – policy limit.
2. Commercial General Liability Insurance, including Independent Contractor’s Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this contract, fully insuring ENGINEER’s liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence.
3. Commercial Automobile and Truck Liability Insurance, covering any auto or hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence.
4. Professional Liability Insurance, ENGINEER shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000 per claim and \$2,000,000.00 aggregate. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on

an “occurrence” or “claims-made” basis. If this coverage is being provided on a “claims-made” basis, ENGINEER must maintain this policy for a period of four (4) years after completion of project, or shall purchase the extended reporting period or “tail coverage” insurance providing equivalent coverage for same period of time.

5. Umbrella Liability Insurance of not less than \$2,000,000.00 per occurrence, following form and drop down provisions included.

#### Other Insurance Provisions

It is agreed by all parties to this Contract that the insurance policies required under this Contract shall be endorsed to provide:

- (a) The CITY as an additional insured on all applicable policies or coverages with the exception of Professional Liability and Workers’ Compensation, and that the policy phrase “other insurance” shall not apply to CITY where CITY is an additional insured on the policy.
- (b) Each policy will require that thirty (30) days prior to the expiration in coverage, a notice thereof shall be given to City to:

City of Arlington  
Risk Management - Mail Stop 63-0790  
PO Box 90231  
Arlington, Texas 76004-3231

If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to City is required. Engineer shall also notify CITY within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s).

- (c) Be written through companies duly authorized to transact that class of insurance in the State of Texas. Insurance is to be placed with insurers with an A.M. Best rating of no less than A:VII.
- (d) Waive subrogation rights for loss or damage on all policies or coverages (except professional liability) so that insurers have no right to recovery or subrogation against CITY, it being the intention that the required insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies.

- (e) Provide one (1) copy of a Certificate of Insurance completed on an Acord form or other State-approved form evidencing the required coverages to:

City of Arlington  
Public Works and Transportation, Mail Stop 01-0220  
Attn: Jenette T. Hull, Engineering Coordinator  
P.O. Box 90231  
Arlington, Texas 76004-3231

CITY reserves the right to review the insurance requirements of this section during the effective period of the Contract and to adjust insurance coverages and their limits when deemed necessary by the CITY based upon changes in statutory law, court decisions or the claims history of the industry as well as ENGINEER. Notwithstanding any provisions to the contrary, any adjustments to the insurance coverages and their limits will be based upon the reasonable commercial availability of those coverages and will only be required after the CITY reimburses ENGINEER for the additional costs of obtaining said changed coverages or limits.

VIII.  
RIGHT TO INSPECT RECORDS

ENGINEER agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of ENGINEER involving transactions relating to this Contract. ENGINEER agrees that CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provision of this section. CITY shall give ENGINEER reasonable advance notice of intended audits.

ENGINEER further agrees to include in subcontract(s), if any, a provision that any subcontractor or consultant agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such consultant or subcontractor involving transaction to the subcontract, and further, that CITY shall have access during normal working hours to all consultant or subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. CITY shall give ENGINEER or subcontractor reasonable advance notice of intended audits.

IX.  
ENGINEER'S LIABILITY

Acceptance of the project by CITY shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an

assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work, nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any defect in the designs, working drawings, specific actions or other documents prepared by ENGINEER, its employees, subcontractors, agents and consultants.

**X.**  
**INDEMNIFICATION**

**ENGINEER shall and does hereby agree to indemnify and hold harmless CITY, its officers, agents and employees from any and all damages, loss or liability of any kind whatsoever, by reason of death or injury to property or third persons to the extend caused by the omission or negligent act of ENGINEER, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Contract; and ENGINEER will, at its own cost and expense, defend, pay on behalf of and protect CITY and its officers, agents and employees against any and all such claims and demands.**

**ENGINEER warrants that no music, literary or artistic work or other property protected by copyright will be reproduced or used, nor will the name of any entity protected by trademark be reproduced or used by ENGINEER unless ENGINEER has obtained written permission from the copyright or trademark holder as required by law, subject also to CITY's consent. ENGINEER covenants to comply strictly with all laws respecting copyrights, royalties and trademarks and warrants that it will not infringe any related statutory, common law or other right of any person or entity in performing this Contract. ENGINEER will indemnify and hold CITY and its officers, agents and employees harmless from all claims, losses and damages (including court costs and attorneys fees) with respect to such copyright, royalty or trademark rights.**

**XI.**  
**INDEPENDENT CONTRACTOR**

ENGINEER status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of ENGINEER or CITY under this Contract shall be construed as changing that status. ENGINEER will have exclusive control of and the exclusive right to control the details of the work performed hereunder and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants, and the doctrine of respondent superior shall not apply between CITY and ENGINEER, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and ENGINEER.

XII.  
SUCCESSORS AND ASSIGNS

CITY and ENGINEER each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor ENGINEER shall assign or transfer its interest herein without the prior written consent of the other.

XIII.  
APPLICABLE LAW

This Contract is entered into subject to the Charter and ordinances of CITY, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable state and federal laws. ENGINEER will make any and all reports required per federal, state or local law, including but not limited to proper reporting to the Internal Revenue Service, as required in accordance with ENGINEER income. Situs of this Contract is agreed to be Tarrant County, Texas for all purposes including performance and execution.

XIV.  
SEVERABILITY

If any of the terms, provisions, covenants, conditions or any other part of this Contract are held for any reason to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XV.  
DEFAULT

If at any time during the term of this Contract, ENGINEER shall fail to commence the work in accordance with the provisions of this Contract, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if ENGINEER shall not cure any such default within thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If, after exercising any such remedy due to ENGINEER nonperformance under this Contract, the reasonable cost to CITY of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to ENGINEER hereunder, ENGINEER shall be liable for and shall reimburse CITY for such excess.

XVI.  
REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XVII.  
ENTIRE AGREEMENT

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties.

XVIII.  
NON-WAIVER

It is further agreed that one (1) or more instance of forbearance by CITY or ENGINEER in the exercise of either of their respective rights herein shall in no way constitute a waiver thereof.

IX.  
HEADINGS

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XX.  
CHANGES

CITY may, from time to time, require changes in the scope of the services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and ENGINEER shall be incorporated by written modification to this Contract.

XXI.  
CONFLICT OF INTEREST

ENGINEER covenants and agrees that ENGINEER and its associates and employees will have no interest and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by ENGINEER

pursuant to this Contract will be conducted by employees, associates or subcontractors of ENGINEER.

XXII.  
NO DAMAGES FOR DELAYS

Notwithstanding any other provisions of this Contract, ENGINEER shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen. ENGINEER assumes the risk of all suspensions of or delays in performance of this Contract, regardless of length thereof, arising from all causes whatsoever, whether or not relating to the Contract, including wrongful acts or omissions of CITY or its contractors or subcontractors except only to the extent, if any, that compensation or any extension of time may be due as expressly provided for elsewhere in this Contract for such suspension or delays and subject only to such exception. ENGINEER shall bear the burden of all costs, expenses and liabilities which it may incur in connection with such suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this Contract, shall conclusively be deemed to have been within the contemplation of the parties.

Whenever in connection with this Contract it is required, expressly or otherwise, that CITY shall perform any act relating to the Contract, including making available any materials or other things, no guarantee is made by CITY as to the time of such performance and the delay of CITY in fulfilling such requirement shall not result in liability of any kind on the part of CITY except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for in this Contract.

XXIII.  
VENUE

The parties to this Contract agree and covenant that this Contract will be enforceable in Arlington, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas.

XXIV.  
EQUAL EMPLOYMENT OPPORTUNITY

ENGINEER shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. ENGINEER shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

XXV.

PROCUREMENT OF GOODS AND SERVICES FROM ARLINGTON  
BUSINESSES AND/OR HISTORICALLY UNDERUTILIZED BUSINESSES

In performing this contract, ENGINEER agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this Contract, the ENGINEER agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Contract.

The ENGINEER agrees to provide information about its minority status at time of contract execution. City will provide a Data Gathering Form with the award letter. ENGINEER will also be required to submit cost information towards minority/woman owned businesses. The information submitted is for reporting purposes only and shall include the engineer and any other firms performing work as a part of this contract such as surveying services. See attached Prime and Subs Report form. Engineer will be required to submit this form with anticipated dollar amounts (if applicable) upon execution of the contract for this project and to resubmit the same form with actual cost spent prior to final payment of this contract.

XXVI.

NO THIRD-PARTY BENEFICIARY

For purposes of this Contract, including its intended operation and effect, the Parties (CITY and ENGINEER) specifically agree that: (1) the Contract only affects matters/disputes between the parties to this Contract and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or ENGINEER or both; and (2) the terms of this Contract are not intended to release, either by Contract or operation of law, any third person or entity from obligations owing by them to either CITY or ENGINEER.

XXVII.

NOTICES

All notices and communications under this Contract to be mailed or delivered to CITY shall be sent to the address of CITY's agent as follows, unless and until ENGINEER is otherwise notified:

David Wynn, P.E.  
Assistant Director of Public Works and Transportation  
City of Arlington  
Mail Stop 01-0220  
Post Office Box 90231  
Arlington, Texas 76004-3231

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

XXVIII  
TITLE VI

The City of Arlington, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Vendor will abide and ensure compliance with all terms of Appendix A of the USDOT Standard Title VI Assurances as listed below.

Appendix A of the USDOT Standard Title VI Assurances

During the performance of this contract, the Engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

(1) Compliance with Regulations: The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-Assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of

the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Arlington or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the City of Arlington, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the City of Arlington shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Engineer under the contract until the Engineer complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The Engineer shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Engineer shall take such action with respect to any subcontract or procurement as the City of Arlington or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the City of Arlington to enter into such litigation to protect the interests of the City of Arlington, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their representatives duly authorized on the day and year first written above.

*{Signature page as follows}*

ENGINEER:  
**AECOM TECHNICAL SERVICES, INC.**

BY: \_\_\_\_\_  
Wendy Lopez  
Vice President

**CITY OF ARLINGTON, TEXAS:**

BY: \_\_\_\_\_  
Keith Melton, P.E.  
Director of Public Works and Transportation

APPROVED AS TO FORM:  
Teris Solis, City Attorney

ATTEST:  
Mary Supino, City Secretary

BY: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF TARRANT §

Engineer Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_,  who is known to me or  who was proved to me on the oath of \_\_\_\_\_ (name of person identifying the acknowledging person) or  who was proved to me through \_\_\_\_\_ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public In and For The State of Texas

\_\_\_\_\_  
Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Keith Melton, P.E., known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Arlington, Texas, a Texas municipal corporation, and as Director of Public Works and Transportation thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public In and For The State of Texas

\_\_\_\_\_  
Notary's Printed Name



**EXHIBIT A**  
**SCOPE OF SERVICES**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**

**GENERAL PROJECT INFORMATION**

The Scope of Work under this contract will include data collection, survey, subsurface utility engineering (SUE), geotechnical services, right of way documentation, environmental documentation, traffic analysis, traffic signals, illumination, roadway design, storm drainage design, landscaping design, irrigation, water line relocation, preparation of final plans, and estimates (PS&E) for construction located at two locations. It is assumed that work at each project site will be let separately by the CITY. Two separate PS&E packages will be developed.

**Project Site 1 (Bowen Rd.)**

Site is located at the intersection of IH20 and Bowen Rd and includes the installation of a WB to EB U-turn, replacement of an existing traffic pole, mast arm, and foundation, and sidewalks on both NB and SB Bowen between the frontage roads. Plans will require TxDOT submittal process including 30%(Schematic), 60%, 90%, 95%, and 100% submittal reviews. Plans will be designed to TxDOT criteria, standards, and specifications. This PS&E will be let by TxDOT

**Project Site 2 (Eden Rd.)**

Site is located west of the intersection of SH360 and New York Ave. and includes design of approximately 400LF of 4 lane concrete divided Eden Rd. and 900LF of 4 lane concrete undivided New York Ave. New York Ave will intersect at Eden Rd. approximately 350' west of the existing SB SH360 frontage road and tie back to existing New York Ave with asphalt transitions. Prior to detailed plans development, three (3) exhibits will be prepared for presentation to property owner and discussion with City. Option 1 will include a typical intersection between Eden and New York, with construction limits along Eden ending at the west radius return of the intersection. Option 2 will be similar to Option 1 however a larger right turn radius with traffic island will be provided for WB Eden traffic at the intersection. Option 3 will include a roundabout rather than the traditional intersection. This option will also increase the Eden Rd. construction limits to extend and connect to Chambers Creek Rd to the west. Option 3 will include a traffic analysis to determine the geometry and validity of the roundabout. The preferred option will be selected and final plans and ROW documents will then be finalized. Plans shall be designed to CITY criteria, standards, and specifications. This PS&E will be let by the CITY.

**BASIC SERVICES**

**1) PROJECT STARTUP**

- a) Obtain Record drawings Plans from CITY and State
- b) Conduct site visits
- c) Schedule and conduct scoping meeting with CITY and TxDOT and prepare meeting minutes
- d) Internal project set-up including project files, project activation, and budget monitoring controls, and preparation of work plan.
- e) Develop TxDOT Design Summary Report (DSR) for Bowen Rd site location only.
- f) Kick-Off Meeting

## 2) ROADWAY DESIGN

### Bowen Rd

The horizontal and vertical alignments of the proposed roadway shall be set to accommodate the existing frontage roads and bridge structure. Roadway will be designed in accordance with the approved DSR and designed to meet TxDOT criteria and standards. All design shall be ADA compliant.

### Eden Rd

Roadway geometry shall be based on alignment information as provided in TxDOT SH 360 DB project CSJ 2266-02-136 and City of Arlington plans set Project No. ST94-05. Eden Road alignment shall also accommodate future extension. Roadway will be designed in accordance with CITY criteria and standards. All design shall be ADA compliant.

#### a) Plan Development

- (1) Typical Section Sheets. Prepare typical section sheets showing the existing and proposed typical sections for all roadways.
- (2) Control Data Sheets. Prepare a set of control data sheets listing horizontal and vertical control information. Coordinates, stations, and elevations of all alignments.
- (3) Schematic Development. Plans will include the development of a schematic. Schematic will take the place of the normal 30% submittal. Items included on the schematic will be:
  - (a) Typical Sections (existing and proposed)
  - (b) Horizontal and vertical alignment information
  - (c) Line diagram with traffic ADT's for intersection
  - (d) Truck turning movements
- (4) Roadway Plan and Profile Sheets (1"=50'). Develop plan and profile sheets for Bowen Uturn, Eden Rd, New York Ave., Lake Murray Dr., and Chambers Ck Ln. (only if roundabout option is selected)
- (5) Removal Plans. Prepare plans sheets showing limits or pavement removals.
- (6) Miscellaneous Roadway Details. Provide plans sheets for miscellaneous roadway details as needed.
- (7) Quantity Summary Sheets. Compute quantities and summarize in plans.
- (8) Assemble Applicable Standards. Identify and acquire applicable Statewide, District, and or CITY standards. Fill in the title block with project number, CSJ and page number etc. Plot sheets and incorporate into the plans.
- (9) Roadway Cross-Sections. Provide design cross-sections (one (1) paper copy) that are annotated at all break points and are produced at a 1" = 10', 1" = 20' or other scale as directed, on 11" x 17" plan sheets. Original ground line, design subgrade line and finished grade line shall be shown.

### 3) DRAINAGE DESIGN

Bowen Rd. will be designed in accordance with the DSR and to meet TxDOT criteria and standards. Eden Rd. will be designed to meet CITY criteria and standards.

#### a) Preliminary Drainage Design

##### (1) Drainage Area Map and Outfall Locations

- (a) Develop overall drainage area map and delineate drainage boundaries through use of USGS, NCTCOG or other suitable topographic mapping. This work will be supplemented with record drawing plans information provided by the CITY and TxDOT.
- (b) Based on preliminary review and record plans, the proposed storm drain design at Eden Rd will connect to the existing TxDOT system along SH 360. The ENGINEER will analyze the existing system and verify that the existing system can accommodate the additional drainage. If it is determined the existing system is undersized and produces undesirable HGL levels upstream of the connection, the ENGINEER will notify the CITY and determine alternative options. Development of alternative options and additional work due to the preferred option is not part of this scope and additional funds will be required.

#### b) Final Drainage Design. Prepare two sets of drainage plans for separate lettings. Bowen Rd will be designed to TxDOT Standards. Eden Rd will be designed to City of Arlington Standards.

- (1) Develop Drainage Systems Map. Subdivide the overall drainage areas into sub-areas and calculate the discharge directed to each proposed inlet. Analyze inlet capacities and adjust inlet locations and sub-areas as needed to obtain acceptable ponded widths. Prepare drainage area map identifying all sub-areas.
- (2) Storm Sewer Sizing. Size a network of storm sewers to collect inlet flows and route the discharge to the outfall location. Prepare hydraulic data sheets for inclusion in the plans. The HGL will be shown on the plans and head losses will be shown at all structures and junctions.
- (4) Storm Sewer Plan and Profile. Prepare storm sewer plan and profile sheets depicting storm sewer, inlets and manholes necessary to drain the facility and convey the runoff to the designated outfall points. The storm sewer plan profiles will be consistent with the hydraulic computations developed using GeoPak Drainage or other approved method, and the TxDOT/CITY Hydraulic Manual. Inlets, manholes and junctions will be in accordance with TxDOT or City standards depending on site location.
- (5) FEMA Coordination. It is not anticipated FEMA coordination will be necessary and is not included.
- (6) Outfall Structure Details. It is anticipated that the Eden Rd system will outfall into the existing TxDOT drainage system along SH 360. If during the design it is found that this is not possible, then an alternative design will be necessary. This alternative design work is not included in this scope and additional funds will be required. Bowen Rd drainage will require an additional inlet be added to the existing TxDOT system. The system outfalls into a small channel, that drains off site into the CITY's ROW. It is assumed the additional discharge will not be significant enough to warrant changes to the existing outfall.
- (8) Miscellaneous Drainage Details. Prepare necessary plan details necessary to clarify the construction requirements of the drainage facilities.

- (9) Summary of Drainage Quantities. Compute quantities and summarize in the plans.
  - (10) Assemble Applicable Standards. Identify and acquire applicable Statewide, District, and or CITY standards. Modify standards as needed. Fill in the title block with project number, CSJ and page number etc. Plot sheets and incorporate into the plans.
- c) Storm Water Pollution Prevention Plans (SW3P). SW3P plan sheets will be provided for Bowen Rd project, including EPIC sheet. SW3P plan sheets for Eden Rd are not part of this scope and it is assumed these will be provided by the contractor. However, the ENGINEER will provide minimal SW3P plans for any work required within TxDOT ROW and necessary for obtaining TxDOT permit Form 1058. It is not anticipated that an EPIC sheet is required for this work.
- (1) SW3P/Erosion Control Plans
    - Prepare Fort Worth District SW3P Standard sheet and erosion control layout sheets (1"=100') showing all necessary erosion control devices such as: sediment control fences, rock filter dams, soil retention blankets, riprap slope protection and other devices as required. Erosion control plan shall be coordinated with the Traffic Control Plan and Sequence of Work.
    - (2) Identify and acquire applicable Statewide and District standards. Modify standards as needed. Fill in the title block with project number, CSJ and page number etc. Plot sheets and incorporate into the plans.

**4) MISCELLANEOUS (ROADWAY)**

- a) Traffic Control Plans (TCP). The ENGINEER will provide a TCP for Bowen Road. Eden Rd TCP within CITY ROW will not be provided by the ENGINEER but will be the responsibility of the contractor. For this scope it is assumed that the Design Build Contractor (DBC) for adjacent SH360 project will provide TCP to maintain existing New York traffic at existing frontage roads and SH360 intersections, during the construction of permanent Eden Rd intersection at SH360. It is also assumed that the DBC will be responsible for removing temporary detour pavement, signals, replacement of curb leave outs, and other associated work required to finalize Eden Rd intersection, within the TxDOT ROW, and will provide all necessary TCP for this work. The proposed drainage outfall for Eden Rd will connect to the existing TxDOT drainage system within TxDOT ROW. The ENGINEER will provide TCP for this work.
- (1) ENGINEER shall provide traffic control plans for construction staging. Prepare layouts showing the travel lanes and construction area for each phase of construction. Included in the layouts will be temporary signing and striping, channelization devices, barricades and a narrative of the sequence of work.
  - (2) Assemble Applicable Standards. Identify and acquire applicable Statewide and District standards. Modify standards as needed. Fill in the title block with project number, CSJ and page number etc. Plot sheets and incorporate into the plans.
- b) Signing and Pavement Markings. Required for both projects.
- (1) Signing & Pavement Marking Layouts
    - Prepare signing and pavement marking layouts in accordance with TxDOT design standards, the Texas Manual of Uniform Traffic Control Devices (TMUTCD), Texas Department of Transportation sign crew field book, and City of Arlington Design Criteria Manual.

(2) Signing and Pavement Marking Details

Prepare details necessary to clarify the construction requirements of the signing and pavement marking plans.

(3) Summary of Signs and Pavement Markings

Compute quantities and summarize in the plans and prepare a bid item list and estimated prices for all signs and pavement markings.

(4) Assemble Applicable Standards

Identify and acquire applicable CITY and TxDOT standards. Plot sheets and incorporate into the plans.

c) Illumination. No illumination will be required at Bowen Rd. Illumination at Eden will be designed to CITY criteria and standards.

(1) The lighting design for this project will include continuous lighting, staggered along the outside of New York Ave, with limits from the beginning of the concrete pavement to the intersection with Eden Rd. There will also be continuous lighting proposed along the median of Eden Rd. Limits of the Eden Rd. lighting will extend from the intersection with New York, to the SH360 SB Frontage Rd intersection. If the roundabout option is selected by the CITY, the lighting will be extended west to Chambers Creek Ln.

(2) The conventional light poles used to continuously light Eden and New York will be a 40' foot mounted light pole with, cobra head type housing. CITY of Arlington Standard Specifications for Streetlighting will be used to determine light spacing. Lighting levels will be checked against City of Arlington criteria. The Texas Cone Penetrometer geotech data will be analyzed to determine the drill shaft length for the light poles on the project.

(3) Once the lights have been laid out for the entire length of the project, the circuits will be designed from proposed electrical service pole locations which will be coordinated with the local utility company. The service poles will be standard Texas Department of Transportation Service Poles Type A. The circuits will be designed based on a 120/240 volt system. The voltage drop will not exceed 8% which will determine the size of the conductors used. The circuits will be a three wire system with one ground wire and two insulated wires. The entire lighting system will be designed in accordance with the City of Arlington Standard Specifications for Streetlighting.

(4) Coordinate with other design activities to ensure that pole placement does not conflict with storm drain placement, signs, landscaping and other features. Plans Specifications and Estimate (PS&E) Preparation

ENGINEER will develop a separate PS&E package for each project site location. Work would include title sheet, index sheets, summary of quantities, and bid package documents. Additional work would also include the following.

(1) Quality Control. For each submittal, all sheets are checked per level of submittal to make sure callouts are correct and design meets criteria. Additionally sheets are checked for completeness and constructability.

(2) Quality Assurance. Before a set is released to the client a quality assurance review is done to make sure that all documentation is in place and that the company quality control process has been followed.

(3) ENGINEER will provide a separate construction estimate for each PS&E package.

(4) Preparations and submittal of review sets. Bowen Rd package will follow TxDOT's normal review process of 30(Schematic), 60, 90, 95, and 100%. Eden Rd will follow the

CITY's normal review process of conceptual, preliminary, and final. The ENGINEER will provide (3) three paper copies per submittal and electronic copy (PDF File) for review.

- (5) ENGINEER will review comments from clients and respond accordingly.
- (6) ENGINEER will provide construction time estimate for both PS&E packages using typical TxDOT construction rates and project quantities.
- (7) ENGINEER will be responsible for review and modification of District Master General notes for Bowen Rd project and uploading final PS&E per TxDOT's new electronic letting procedures. The CITY will be responsible for preparation and assembly of Eden Rd PS&E bid package.

## 5) PROJECT MANAGEMENT

- a) Project Management. Provide general administration of contract work, including internal staffing and task assignments
- b) Project Administration. Prepare correspondence, invoicing and progress reports on a monthly basis in accordance with current City of Arlington requirements and format. Maintain routine project record keeping.
- c) Progress/Coordination Meetings. Attend progress meetings, with the CITY as required to monitor the development of the project. Prepare meeting minutes and submit to the CITY Project Manager for review via e-mail within three working days of the meeting.
- d) Project Schedule. Prepare a project schedule indicating task, subtasks, critical dates, milestones, deliverables and CITY/TxDOT review requirements.

## 6) PS&E DELIVERABLES

- a) Deliverable Requirements
  - (1) Electronic Graphics Submittal
    - (a) The ENGINEER shall provide to the CITY an electronic deliverable of the set in PDF format.
  - (2) Final Plan Design Submittals
    - (a) For the CITY, the ENGINEER will provide a conceptual, preliminary, and final submission. The conceptual and preliminary submissions will consist of three (3) paper copies and PDF. The Final submittal will consist of eight (8) paper copies (signed and sealed) and PDF. All submittals sheets shall be half size (11"x17").  
  
For TxDOT (Bowen Rd. Only), the ENGINEER shall make a 30% (Schematic), 60%, 90%, 95% (District Wide Review), and a 100% submittal (Design Division submittal.) Each submittal will consist of six (6) paper copies. Final submission will be electronic; no Mylar will be required. All submittals sheets shall be half size (11"x17").

## **SPECIAL SERVICES**

### **1) SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT**

- a) Eden Rd. No environmental documentation will be required.
- b) Bowen Rd. -- Scope of Services – Environmental. The Engineer shall perform the following services to assist the City of Arlington with obtaining environmental clearance from TxDOT for the project.

#### **(1) Task 1. Project Risk Assessment Form**

- (a) Prepare a draft "Project Risk Assessment Form" (TxDOT pilot version 10/2014) and submit the form to TxDOT for review.
- (b) Revise the form to address TxDOT comments, and submit the final form to TxDOT.

#### **(2) Task 2. Project Scope for Categorical Exclusions**

- (a) Prepare a draft "Project Scope for Categorical Exclusions" (TxDOT version 2/2014) and submit the draft project scope to TxDOT for review.
- (b) Revise the project scope to address TxDOT comments, and submit the final project scope to TxDOT.

#### **(3) Task 3. Biological Evaluation Form (BEF)**

- (a) Prepare a draft Biological Evaluation Form (BEF) and submit the form to TxDOT for review. To complete the BEF form, the Engineer shall document the following:
  - Project description and statement of purpose and need
  - Project compliance with Federal regulations:
    - Endangered Species Act – obtain county list of federally protected species; evaluate and document potential for impacts
    - Current Essential Fish Habitat – review NOAA EFH mapper and document date of review
    - Coastal Barrier Resources Act (CBRA) - review coastal barrier resource mapper and document date of review
    - Marine Mammal Protection Act when appropriate
    - Migratory Bird Treaty Act
    - Bald and Golden Eagle Protection Act - identify closest Bald Eagle habitat; evaluate and document potential for impacts
    - Fish and Wildlife Coordination Act – document there are no Waters of the U.S., including wetlands, in project area. The Engineer assumes no onsite delineation is required.
    - Executive Order 13112 on Invasive Species compliance
    - Executive Memorandum on Beneficial Landscaping - document proposed landscaping, if any
    - Farmland Protection Policy Act
- (b) Tier I Site Assessment – required per 2013 TxDOT/Texas Parks and Wildlife Department [TPWD] Memorandum of Understanding
  - Prepare and submit a request for a Natural Diversity Database (NDD), including an ArcMap file of the project area.

- Review TPWD county list of species, aerial photographs, topographic map, Ecological Mapping System of Texas (EMST), and NDD provided by TPWD.
  - Document potential impacts to remnant vegetation, Waters of the U.S., stream channels, wetlands, riparian vegetation, and habitat types specified by the Threshold Table Programmatic Agreement. Impacts to listed habitat types will be based on review of data provided by TPWD. Sources of data will be provided to TxDOT with the BEF. The Engineer assumes that no additional study, such as a Tier II Site Assessment, or TPWD coordination, will be required.
- (c) Revise the BEF form to address TxDOT comments, and submit the final form to TxDOT.

(4) Task 4. Historic and Archeological Resources

- (a) Conduct a background study to identify previously recorded cultural resources (historic and archeological), as well as assess the potential for cultural resources to be present in the project area. Background research will at a minimum include a review of the Texas Historical Commission (THC) Historic Sites Atlas, NRHP database, TxDOT online historic bridges maps, historic topographic maps, and historic aerial photographs.
- (b) Conduct a site visit to document existing conditions in the project area. Documentation of the project area will include digital photography, noting the presence or absence of potential cultural resources.
- (c) Prepare and send a Texas Historical Commission coordination letter providing recommendations based on the information collected from the background study and site visit. The Engineer assumes that no additional study or survey for cultural resources will be required.

**2) TRAFFIC STUDIES AND SIGNAL DESIGN**

- a) ENGINEER will conduct a traffic analysis and conceptual design for a roundabout alternative at New York Avenue and Eden Road. Tasks in this work assignment include:
- (5) Traffic Analysis. ENGINEER will collect available data through the SH 360 Design Build Project including traffic counts at SH 360 and New York Avenue, proposed intersection plans, aerials and topography images. Traffic volumes will be redistributed based on the proposed roundabout and SH 360 frontage roads. A traffic model will be developed using a combination of SYNCHRO and HCS to analyze the capacity and operations of proposed roundabout. The model will include both roundabout at New York Avenue and Eden Road and the diamond interchange at future New York Avenue and SH 360 frontage roads. If the roundabout configuration works under existing traffic volume, ENGINEER will grow the traffic volumes and run the traffic models to evaluate when the intersections need further improvements. No field data collection is included in this scope. Deliverables will include a brief technical memo to document methodology, data and results.
  - (6) Conceptual Plan. ENGINEER will utilize the traffic analysis results to determine the design parameters for the roundabout at New York Avenue and Eden Road and prepare a conceptual plan in roll plot format. The conceptual plan shall cover future alignment of Eden Road from Chambers Creek Lane to the Southbound Frontage Road at SH 360, as well as the realigned portion of New York Avenue north of Eden Road. The conceptual plan will include roundabout parameters such as design speed,

inscribed diameter, circulatory roadway width, entry/exit width/radius, apron, Center Island and Splitter Island. It shall also include a shared use path to accommodate pedestrian and bicycles.

- (7) Project Management. Two (2) project meetings are anticipated to be held with the CITY. Draft conceptual design will be reviewed by the CITY and comments will be addressed for a final conceptual design if option is accepted.
- b) Traffic Signal Plans
  - (1) Traffic Signal Plans will be developed for the IH20 at Bowen interchange, including a new pole / mast arm for the northbound approach. The plans shall include existing signal layouts, proposed signal layouts, sign layouts, Signal Tables, and TxDOT standards. The signal shall be designed to TxDOT – Fort Worth district criteria.

### 3) WATER AND SANITARY SEWER MODIFICATIONS

The ENGINEER will realign the existing 20" CITY water line running along New York Ave. and design a 16-in water line to follow the proposed New York realignment and reconnect to CITY line located along SH 360 Southbound Frontage Rd. The water line will be designed in accordance with Arlington Utility Standards. A new sewer line will also be designed to provide future service to a lot adjacent to New York Avenue. It is anticipated that the design will include the following effort:

- a) Utility Conflict Identification – Engineer will review record drawings of the existing utilities (including City of Grand Prairie), obtain franchise utilities, and incorporate into design drawings, to reduce conflicts with existing utilities.
- b) Conceptual Horizontal Alignment Design – Engineer will develop Conceptual Horizontal Pipeline alignment to parallel the proposed Eden Rd. Alignment will be developed with control information tied to the proposed roadway control. Conceptual alignment submitted, will show horizontal alignment only.
- c) Overall Control Alignment Sheet – An overall sheet will be developed to show the control of the area, the water line control, and any existing valves in the area to highlight possible shut-downs (1 sheet).
- d) Plan and Profile Sheets – It is anticipated that 3 Plan and Profile sheets (1" to 20' on 11"X17" drawings) will be prepared for the proposed 16-inch line to Arlington Standards. Approximately 900 LF of 16-in water line and 350 LF of 8-in sewer line will be designed as part of the Eden Rd. project. Water and sewer line sizing or modeling will not be performed.
- e) Water Line Standard Details – Standard detail sheets will be prepared to provide Arlington standards, and any special standards required.
- f) Miscellaneous – Engineer will prepare OPCC for water line at Conceptual, Preliminary, and Final Design; Meet with CITY to review project at each submittal, and conduct a site visit.

### 4) SURVEY AND RIGHT OF WAY (ROW)

#### a) Design Survey

The ENGINEER will provide design survey to establish horizontal and vertical controls for the project. Horizontal control shall be tied to the Texas Department of Transportation VRS Control Network and a minimum of two (2) CITY of Arlington control monuments shall be tied to provide datum ties. The coordinate system shall be NAD83(93), North Central Zone

(4202) and scaled to surface using a TxDOT surface factor of 1.00012. The vertical control shall be NAVD 88.

Design survey shall also consist of improvement ties (X, Y, & Z), including water valves, storm drains, manholes driveways, curbs, trees, signs, medians islands, pedestrian walks, power poles, etc. within the defined project limits. Additional survey will include flowline elevations of all sanitary sewer, storm drainage inlets, manholes, and alignment cross sections at 50' intervals.

Deliverables will include a final design/topographic drawing in a digital format in MicroStation V8i showing all features located in the field, 1 foot interval contours and a GeoPak TIN file.

b) ROW Services

Prepare a metes and bounds description with exhibit on letter size for up to four (4) proposed ROW takings to the City of Arlington's standards. Deliverables shall include five (5) approved, signed and sealed originals. Additional ROW takings will be on a per document basis for a fee of \$1,950.00 per document.

Prepare a ROW strip map on plan sheets (11x17) showing proposed ROW takings to the City of Arlington's standards.

Set 5/8" iron rods with aluminum caps at all new ROW corners.

## 5) SUBSURFACE UTILITY ENGINEERING (SUE)

a) Existing Utility Layout. The ENGINEER shall utilize a TxDOT pre-certified SUE firm to locate and map existing underground utilities. Provide Level "A" and "B" SUE information as described in the ASCE publication CI/ASCE 38-02 Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data. This information will be combined with data previously gathered with site observations of surface and aerial utilities to develop a comprehensive layout of all utilities within the project limits. This layout of existing aerial and underground utilities shall be part of the 30% plans submission. SUE work to also include:

1) 12 test holes (level A) on the various buried facilities as determined by the level B information in order to tie down the existing facilities

b) Determination of Utility Conflicts. The ENGINEER shall determine areas of utility conflict and the need for adjustment. The ENGINEER shall provide a spreadsheet showing the utility in conflict, location (highway station and offset distance from centerline), proposed highway feature, size of the utility and the material used by the utility. The ENGINEER shall provide information suitable for the completion of the utility certification for the final PS&E package.

c) Utility Coordination Meetings. The ENGINEER shall meet and coordinate with the SUE ENGINEER as needed to establish and provide utility conflict information.

## 6) GEOTECHNICAL

The ENGINEER will provide geotechnical services for both project site locations. Work will consist of field and laboratory investigations, engineering analysis, and report.

a) Field Investigation

Field investigation will consist of drilling a total of (6) test borings, four at Eden Rd project site and two at the Bowen project site. Borings depths shall be 20 feet below the existing ground surface. Subsurface soil samples will be secured with thick walled tube and/or split spoon samples with standard penetration tests, depending on soil type and consistency. Samples will be properly logged, packaged, sealed, and placed in a core box for transportation to the laboratory. Groundwater measurements will be made during drilling and after completion of each boring. Borings will then be backfilled with auger cuttings. It is assumed that TCP will be necessary for the Bowen Rd project site however no TCP is included for the Eden Rd project site.

b) Laboratory Investigation

Laboratory tests will be conducted to classify the soil and to evaluate the volume change potential and strength of the soil and rock present at the site. Soil classification test will consist of moisture contents, Atterberg limits (plasticity index), and percent passing both the #40 and #200 sieve for every stratum encountered in each of the test borings. The volume change potential of the soils will be evaluated by swell tests. The strength of the soil will be estimated using hand penetrometer tests. Sulfate testing will be performed at depths ranging from 0 to 2 feet and from 2 to 4 feet. A lime/PI series test will also be performed on a selected clay sample.

c) Engineering Analyses

Results of field and laboratory work will be presented in an engineering report. The report will include recommendations to guide design and construction of the proposed improvements. The geotechnical report will include the following:

- (1) Plan of borings, boring logs, groundwater data, and laboratory test summary
- (2) Summary of site conditions and site geology
- (3) Recommendations for subgrade preparation and subgrade stabilization for pavements. These recommendations will include subgrade stabilization with lime/cement (assuming low sulfates).
- (4) For Bowen Rd project site, concrete pavement recommendations will be provided in accordance with TxDOT standards based upon traffic loading provided by others. For Eden Rd project site, no pavement recommendations will be provided. Typical CITY standards will be used for pavement designs.
- (5) For Bowen Rd project site, ENGINEER will evaluate need for wall. If wall is required, ENGINEER will make wall recommendations. It is assumed that if wall is needed, it would be short and grades above and behind would be relatively flat. Due to these conditions, CU Triaxial testing and global stability analyses have not been included.
- (6) Comments on presence and effect of expansive soils on pavement construction will be provided. Alternative methods of reducing any anticipated shrink/swell movements associated with expansive clays will be included.

## 7) LANDSCAPING AND IRRIGATION

ENGINEER will provide landscaping plan for median immediately adjacent to SH360 SB Frontage Road. Tasks for this work include:

- a) Conceptual Design. ENGINEER will coordinate with CITY staff to help develop conceptual plan for landscape design in median. A roll plot exhibit will be provided to the CITY or review.
- b) Construction Plans. After CITY has approved plan, ENGINEER will provided final landscaping plans including planting details and irrigation plans.

## 8) SCHEDULE

ENGINEER agrees to complete and submit all work required by CITY as shown below. Subsequent submittals of final plans shall be returned to the CITY within six (6) weeks of the date of the previous review letter from either TxDOT(Bowen only) or the CITY, whichever is later.

Calendar days for each design phase shall commence when ENGINEER is notified to proceed and shall terminate when ENGINEER has submitted plans to TxDOT and/or the CITY. No extensions of time shall be granted unless a written request is submitted by ENGINEER, and such request is approved in writing by CITY.

- a) Eden Road
  - (1) Conceptual design plans in 90 calendar days from the date of written notice to proceed.
  - (2) Preliminary design construction plans in 60 calendar days from acceptance of the conceptual plans and written notice to proceed with preliminary plans.
  - (3) Final design construction plans and specifications in 60 calendar days from acceptance of preliminary plans and written notice to proceed with final plans.
- b) Bowen Road Uturn
  - (1) 30% Submittal (Schematic) design construction plans in 90 calendar days from the date of written notice to proceed.
  - (2) 60% Submittal design construction plans in 60 calendar days from acceptance of the 30% plans and having received TxDOT and CITY comments.
  - (3) 90% Submittal design construction plans in 60 calendar days from acceptance of the 60% plans and having received TxDOT and CITY comments.
  - (4) 95% Submittal design construction plans in 30 calendar days from acceptance of the 90% plans and having received TxDOT and CITY comments.
  - (5) 100% Submittal design construction plans in 30 calendar days from acceptance of 95% plans and having received TxDOT and CITY comments.

**SERVICES TO BE PROVIDED BY THE  
CITY OF ARLINGTON**

**1) GENERAL PROJECT INFORMATION**

- a) Provide record drawing plans, project information and other documentation. Plans will be available at no charge to the ENGINEER at the CITY's plan room.
- b) Provide all pertinent traffic data including previous reports, traffic counts and warrant studies.

**2) SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES**

Review environmental document that will be required for Bowen Rd. No environmental documentation will be required for Eden Rd.

**3) RIGHT OF WAY DATA**

- a) Perform all requirements of ROW acquisition including appraisals, negotiations, eminent domain, relocation and property management.
- b) Agreements. Provide access agreements for the project. The CITY will prepare and mail release forms to secure permission to enter private property (right-of-entry permits). If release forms cannot be secured, reasonable additional effort will be made by the CITY to secure permission to enter private property.

**4) FIELD SURVEYING**

- a) Provide control monument data.
- b) Permission to enter private property. Provide access agreements for the project. The CITY will prepare and mail release forms to secure permission to enter private property (right-of-entry permits). If release forms cannot be secured, reasonable additional effort will be made by the CITY to secure permission to enter private property.

**5) AGENCY COORDINATION**

Any coordination with state agencies not addressed within the ENGINEER'S scope will be assumed the responsibility of the CITY.

**6) UTILITY COORDINATION**

- a) Coordinate with utility owners, within project limits, for necessary utility relocations. This includes conflict analysis, utility meetings and permitting reviews.
- b) Obtain all necessary utility agreements and certify ROW is clear for construction.

**6) PROJECT MANAGEMENT**

- a) Review and approve Project Design Criteria and schedule. Provide design direction as necessary to maintain project schedule.
- b) Prompt Review of Deliverables.

**7) PS&E REVIEW AND PROCESSING**

- a) The CITY will review plans and provide comments to the ENGINEER as per schedule.
- b) For the Eden Rd project, the CITY will prepare all bidding documents including General Notes and Specifications. The CITY will be responsible for all other items related to the bidding process including, but not limited to, notification of plan rooms, advertisement of project, duplication, and distribution of plan sets and bid package documents both upon initial bid advertisement and any follow up addendum.

**EXHIBIT "B"**  
**FEE ESTIMATE**  
**Eden Extension**  
**for**  
**City of Arlington**

<b>TYPICAL BILLING RATES</b>		
<b>AECOM</b>		
<b>CLASSIFICATION</b>	<b>RATES</b>	
Principal	\$261.00	/hr
Project Director	\$210.00	/hr
Project Manager	\$192.00	/hr
Senior Egr. Specialist	\$165.00	/hr
Senior Engineer	\$150.00	/hr
Engineer	\$120.00	/hr
EIT	\$105.00	/hr
Sr. Engr. Tech.	\$114.00	/hr
Engr. Tech.	\$90.00	/hr
Clerical	\$81.00	/hr
Env. Specialist	\$132.00	/hr
Firm Name: <u>AECOM</u> Project Manager: <u>Scott Huffman</u> Phone Number: <u>(817)698-6736</u> Fax Number: <u>(817)698-6701</u>		
Email Address: <u><a href="mailto:scott.huffman@aecom.com">scott.huffman@aecom.com</a></u> Address: <u>1200 Summit Avenue</u> <u>Suite 320</u> <u>Fort Worth, TX 76102</u>		

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EXHIBIT B - Fee Estimate Rates

EXHIBIT "B"  
 FEE ESTIMATE  
 ELEM. EXTENSION  
 for  
 City of Arlington

AECOM WORK DESCRIPTION	Principal \$ 261.00	Project Director \$ 210.00	Project Manager \$ 192.00	Senior Egr. Specialist \$ 165.00	Senior Engineer \$ 150.00	Engineer \$ 120.00	EIT \$ 105.00	Sr. Engr. Tech. \$ 114.00	Engr. Tech. \$ 90.00	Clerical \$ 81.00	Env. Specialist \$ 132.00	TOTAL HRS	TOTAL (W/OH & FEE) LABOR COST
PROJECT STARTUP (See Bowen Estimate)													\$ -
ROADWAY DESIGN			31			126	148	71				376	\$ 43,002.00
DRAINAGE DESIGN			4		25	140		148				317	\$ 34,639.00
MISCELLANEOUS ROADWAY		3	12		132	26	209	14		14		409	\$ 50,089.00
PROJECT MANAGEMENT (See Bowen Estimate)													\$ -
PROJECT TOTALS		3	47		157	292	366	233	14	14		1,102	\$ 127,729.00

DIRECT COST W/ 10% MARKUP  
 TOTAL BASIC SERVICES COST

\$ 869.00
\$ 128,597.00

AECOM WORK DESCRIPTION SPECIAL SERVICES	ENVIRONMENTAL	LANDSCAPING AND IRRIGATION	TRAFFIC STUDIES (ROUNDABOUT)	WATER AND SANITARY SEWER MODS.	PROJECT TOTALS	TOTAL LABOR COST
	18					\$ -
			28			\$ 5,976.00
	12	72	16		260	\$ 34,824.00
	10		56		177	\$ 19,965.00
PROJECT TOTALS	40	72	100		603	\$ 60,765.00

SUBCONSULTANT WORK DESCRIPTION SPECIAL SERVICES	Alliance Geotechnical Group (GGA)	Rios Group (SUE and Utility Coord.)	CJ Hensch & Associates (Traffic Counting)	Computerized Design Services (CDS) (irrigation)	Comordona (Surveying and ROW)	TOTAL LABOR COST
						\$ 5,800.00
						\$ 16,850.00
						\$ -
						\$ 750.00
						\$ 29,860.00
TOTAL SUBCONSULTANT COSTS						\$ 52,260.00

SUBCONSULTANT COST W/ 10% MARKUP  
 TOTAL SPECIAL SERVICES COST  
 PROJECT COST

\$ 57,486.00
\$ 118,251.00
\$ 246,848.00



**EXHIBIT "B"**  
**FEE ESTIMATE**  
 Eden Extension  
 for  
 City of Arlington

TASK	Billing Rate:	Principal	Project Director	Project Manager	Senior Egr. Specialist	Senior Engineer	Engineer	EIT	Sr. Engr. Tech.	Engr. Tech.	Clerical	Env. Specialist	SUB TOTALS
		\$ 38,100	\$ 210,000	\$ 192,000	\$ 165,000	\$ 150,000	\$ 120,000	\$ 105,000	\$ 114,000	\$ 90,000	\$ 81,000	\$ 132,000	
<b>DRAINAGE DESIGN</b>													
Eden Road (Incl. Round-About & New York Corral)	1			1	4	15				20			40
Drainage Area Map	2			1	6	48				25			80
Inlet & Pipe Hydraulic Data (1 st Eden, 1 st New York)	3			1	12	60				77			160
Storm P&P (3 smt New York, 2 smt Eden)	1			1		5				6			12
Calculate Outfalls and prepare 1 summary sheets.	1			1	2	3				4			8
Misc. Drainage Details	1					4				6			14
<b>SW&amp;P</b>													
SW&P ( 1 Plan, 1 SW&P Notes)	2				1	4				6			13
<b>TOTAL NUMBER OF SHEETS</b>		<b>13</b>											
<b>HOURS:</b>													
<b>DIRECT LABOR:</b>				4	25	140				148			
		\$ -	\$ -	\$ 768,000	\$ 3,750,000	\$ 10,800,000	\$ -	\$ -	\$ -	\$ 13,320,000	\$ -	\$ -	\$ -
													Column Total = 317
													Row Total = 317
													\$ 34,838.00

EXHIBIT B- Fee Estimate  
DRAINAGE









**EXHIBIT "B"**  
**FEE ESTIMATE**  
**Eden Extension**  
**for**  
**City of Arlington**

<b>Travel</b>						
Mileage:	0	miles	\$ 0.485	per mile		\$0
Airfare:	1		\$ 200	per trip		\$200
Lodging:		nights	\$ 110	nights		\$0
Per diem:	1	days	\$ 35	per day		\$40
Rental Car:	1	days	\$ 40	per day		\$40
<b>Copies:</b>						
Repro.	1554	(14 Sets) copies	\$ 0.20	per copy		\$310
Media (mylar)		(0 sets) sheets	\$ 1.00	per sheet		\$0
<b>Misc Expenses:</b>						
Express delivery						\$200
						\$0
<b>DIRECT COSTS =</b>						<b>\$790</b>
<b>DIRECT COSTS W/ 10% MARKUP =</b>						<b>\$869</b>

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EXHIBIT B - Fee Estimate  
DIRECTS

**EXHIBIT "B"**  
**FEE ESTIMATE**  
**Bowen U-Turn**  
**for**  
**City of Arlington**

TYPICAL BILLING RATES AECOM		
CLASSIFICATION	RATES	
Principal	\$261.00	/hr
Project Director	\$210.00	/hr
Project Manager	\$192.00	/hr
Senior Egr. Specialist	\$165.00	/hr
Senior Engineer	\$150.00	/hr
Engineer	\$120.00	/hr
EIT	\$105.00	/hr
Sr. Engr. Tech.	\$114.00	/hr
Engr. Tech.	\$90.00	/hr
Clerical	\$81.00	/hr
Env. Specialist	\$132.00	/hr

<p>Firm Name: <u>AECOM</u>  Project Manager: <u>Scott Huffman</u>  Phone Number: <u>(817)698-6736</u>  Fax Number: <u>(817)698-6701</u>  Email Address: <u>scott.huffman@aecom.com</u>  Address: <u>1200 Summit Avenue</u>  <u>Suite 320</u>  <u>Fort Worth, TX 76102</u></p>
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EXHIBIT "B"  
Fee Estimate  
Rates

EXHIBIT "B"  
 FEE ESTIMATE  
 Bowen U-Turn  
 for  
 City of Arlington

AECOM WORK DESCRIPTION	Principal \$ 261.00	Project Director \$ 210.00	Project Manager \$ 192.00	Senior Egr. Specialist \$ 165.00	Senior Engineer \$ 150.00	Engineer \$ 120.00	EIT \$ 105.00	Sr. Engr. Tech. \$ 114.00	Engr. Tech. \$ 90.00	Clerical \$ 81.00	Env. Specialist \$ 132.00	TOTAL HRS	TOTAL (W/OH & FEE) LABOR COST
PROJECT STARTUP		2	30		2	26				10		70	\$ 10,410.00
ROADWAY DESIGN			15			74	76		65			232	\$ 25,800.00
DRAINAGE DESIGN			1		14	30		48				93	\$ 10,212.00
MISCELLANEOUS ROADWAY		5	41		90	135	27	60	21			379	\$ 48,558.00
PROJECT MANAGEMENT			82							29		111	\$ 18,093.00
PROJECT TOTALS		7	169		106	265	105	173	60			885	\$ 113,073.00

DIRECT COST W/ 10% MARKUP  
 TOTAL BASIC SERVICES COST

\$ 1,331.00  
 \$ 114,404.00

AECOM WORK DESCRIPTION SPECIAL SERVICES	ENVIRONMENTAL	LANDSCAPING AND IRRIGATION	SIGNAL POLE REPLACEMENT	WATER AND SANITARY SEWER MODS.	PROJECT TOTALS
	9				9
				2	2
			52		52
				2	2
PROJECT TOTALS					

DIRECT COST W/ 10% MARKUP  
 TOTAL SPECIAL SERVICES COST

\$ 9,250.00  
 \$ 13,500.00  
 \$ 1,785.00  
 \$ 11,405.00  
 \$ 35,940.00

SUBCONSULTANT WORK DESCRIPTION SPECIAL SERVICES	Alliance Geotechnical Group (GGA)	Ries Group (SUE and Utility Coord.)	CJ Hensch & Associates (Traffic Counting)	Gorronodona (Surveying)	TOTAL SUBCONSULTANT COSTS
TOTAL SUBCONSULTANT COSTS					

SUBCONSULTANT COST W/ 10% MARKUP  
 TOTAL SPECIAL SERVICES COST  
 PROJECT COST

\$ 39,534.00  
 \$ 75,342.00  
 \$ 189,746.00





EXHIBIT "B"  
 FEE ESTIMATE  
 Bowen U-Turn  
 for  
 City of Arlington

TASK	Elling Rate:	SHEETS	Principal \$ 261.00	Project Director \$ 210.00	Project Manager \$ 192.00	Senior Egr. Specialist \$ 165.00	Senior Engineer \$ 150.00	Engineer \$ 120.00	EIT \$ 105.00	Sr. Engr. Tech. \$ 114.00	Engr. Techn. \$ 90.00	Clerical \$ 81.00	Env. Specialist \$ 132.00	SUB TOTALS
<b>DRAINAGE DESIGN</b>														
Bowen Turn Around: (SW3P Required)														
Drainage Area Map		1					2	6			12			20
Inlet & Pipe Hydraulic Data		1					2	8			8			18
Storm P&P		1					2	8			18			28
Assemble applicable TxDOT DRING standard sheets for Bowen Rd project site.		4					4							4
<b>SW3P</b>														
SW3P ( 1 Plan, 1 SW3P Notes, 1 EPIC Sheet)		3			1		4	8			10			23
<b>TOTAL NUMBER OF SHEETS:</b>														
		10			1		14	30			48			Column Total = 93
<b>DIRECT LABOR:</b>					1		14	30			48			Row Total = 93
			\$ -	\$ -	\$ 192.00	\$ -	\$ 2,100.00	\$ 3,600.00	\$ -	\$ -	\$ 4,320.00	\$ -	\$ -	\$ 10,212.00

EXHIBIT "B"  
 FEE ESTIMATE  
 Bowen U-Turn  
 for  
 City of Arlington

TASK	Billing Rate	SHEETS	Principal \$ 251.00	Project Director \$ 210.00	Project Manager \$ 192.00	Senior Egr. Specialist \$ 185.00	Senior Engineer \$ 150.00	Engineer \$ 120.00	EIT \$ 105.00	Sr. Engr. Tech. \$ 114.00	Engr. Tech. \$ 90.00	Clerical \$ 31.00	Ern. Specialist \$ 132.00	SUB TOTALS
<b>MISCELLANEOUS ROADWAY</b>														
<b>Traffic Control Plans</b>														
Develop H-20 TCD for Urban construction		1			4			24			12			40
Assemble applicable TxDOT standards		20						3			2			3
<b>Signing and Pavement Markings</b>														
Site Visit							1							1
Develop signing and pavement marking layout sheets (11=50%)		1					3							20
Small Sign Summary		1					1							5
Assemble TxDOT Standards		30					2					4		10
General Notes							4							4
Quantities		1					2							3
<b>PS&amp;E Preparation</b>														
1. Title Sheet		1						2						5
2. Index of Sheets		1						24						33
3. Quality Control Process (Schematic, 60%, 30%, 95%, Final)							40							52
4. Quality Assurance Process (30%, 60%, 90%, 95%, Final)							5							20
5. Construction Cost Estimate							32							40
6. Prepare submittal - 100%, 90%, 95%, Final (6 submittals)								32			32			72
7. Final Electronic Submittal TxDOT format/submit/submit								16			4			20
8. Respond to comments and modify sheets accordingly for TxDOT								24						32
9. Construction Contract Terms Determination								5						8
10. Review TxDOT Master General Notes and modify for project								2						4
<b>TOTAL NUMBER OF SHEETS: 56</b>														
<b>HOURS:</b>														
<b>DIRECT LABOR:</b>														
			\$ -	\$ 1,020.00	\$ 7,872.00	\$ -	\$ 13,500.00	\$ 16,200.00	\$ 2,835.00	\$ -	\$ 5,400.00	\$ 1,701.00	\$ -	\$ 48,558.00
				5	41	90	135	27	60	21				Column Total = 378 Row Total = 378

EXHIBIT "B"  
 FEE ESTIMATE  
 Bowen U-Turn  
 for  
 City of Arlington

TASK	Billing Rate	Principal	Project Director	Project Manager	Senior Egr. Specialist	Senior Engineer	Engineer	EIF	Sr. Engr. Tech.	Engr. Tech.	Clerical	Envi. Specialist	SUB-TOTALS
		\$ 267.30	\$ 210.00	\$ 192.00	\$ 185.30	\$ 150.00	\$ 80.00	\$ 105.00	\$ 414.00	\$ 30.00	\$ 81.00	\$ 132.00	
<b>TRAFFIC STUDIES &amp; SIGNAL DESIGN</b>													
<b>Bowen Traffic Signal</b>													
Existing Layout Sheets	1				12			36					48
Proposed Layout Sheets	2				12			36					48
Signal Tables	1				8			16					24
Proposed Sign Sheets	2				12			36					48
Assemble TxDOT Standards	16				3			36					144
General Note	1				4			36					36
Quantities	1				2			36					36
<b>NUMBER OF SHEETS</b>	<b>24</b>												
<b>HOURS</b>		0	0	0	52	0	0	140	0	0	0	0	Column Total = 192
<b>DIRECT LABOR</b>		\$ 0	\$ 0	\$ 0	\$ 7,600.00	\$ 0	\$ 0	\$ 14,700.00	\$ 0	\$ 0	\$ 0	\$ 0	Row Total = 192
		\$ 0	\$ 0	\$ 0	\$ 7,600.00	\$ 0	\$ 0	\$ 14,700.00	\$ 0	\$ 0	\$ 0	\$ 0	\$ 22,500.00





**EXHIBIT "B"**  
**FEE ESTIMATE**  
**Bowen U-Turn**  
for  
**City of Arlington**

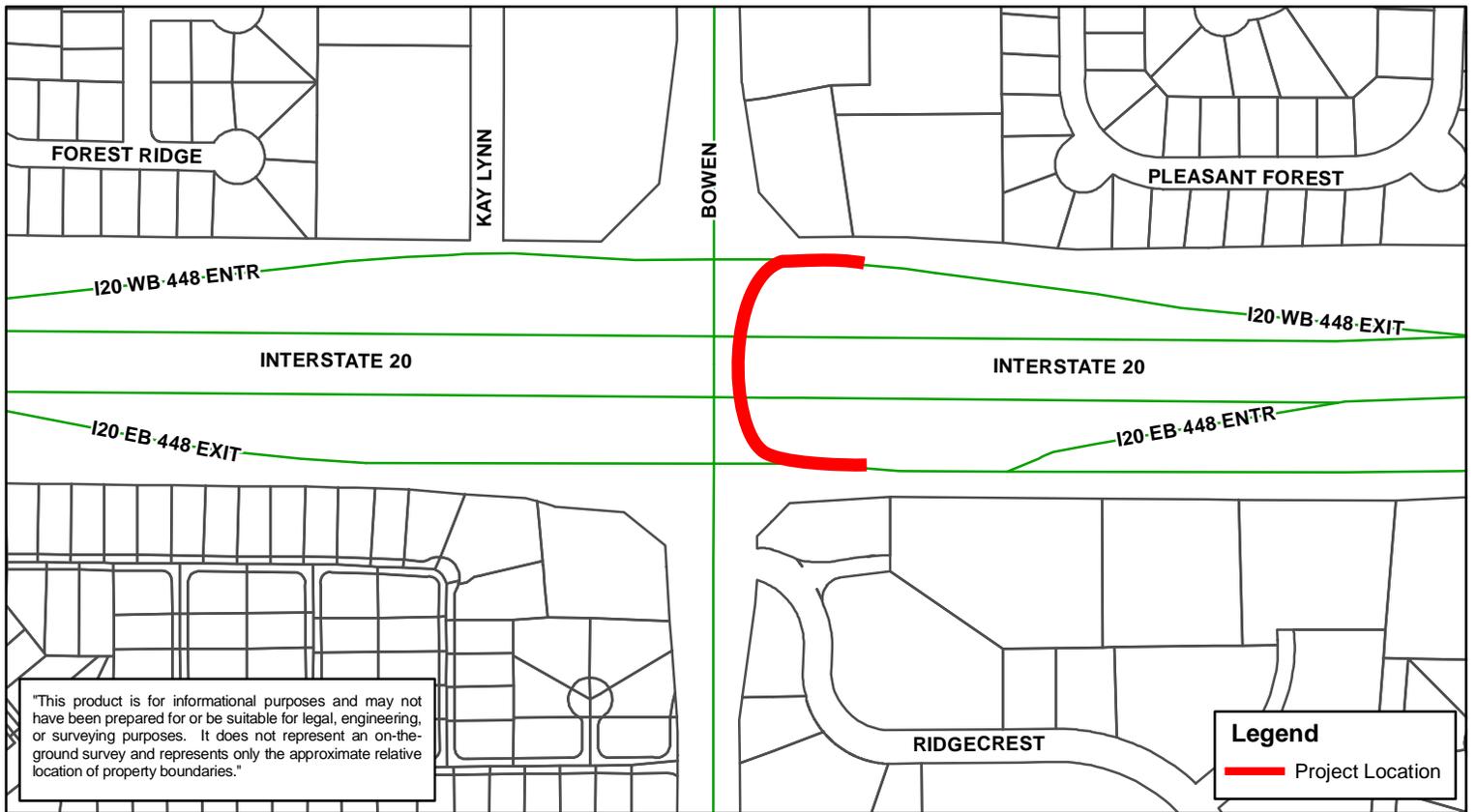
<b>Travel</b>						
Mileage:	1000	miles	\$ 0.575	per mile		<b>\$580</b>
Airfare:			\$ -	per trip		<b>\$0</b>
Lodging:		nights	\$ -	nights		<b>\$0</b>
Per diem:	2	days	\$ -	per day		<b>\$0</b>
Rental Car:	2	days	\$ -	per day		<b>\$0</b>
<b>Copies:</b>						
Repro.	2125	(25 Sets) copies	\$ 0.20	per copy		<b>\$430</b>
	0	(1 sets) sheets	\$ 1.00	per sheet		<b>\$0</b>
<b>Misc Expenses:</b>						
Express delivery						<b>\$200</b>
EDR Database (Environmental Report)						<b>\$0</b>
<b>DIRECT COSTS =</b>						<b>\$1,210</b>
<b>DIRECT COSTS W/ 10% MARKUP =</b>						<b>\$1,331</b>

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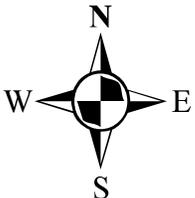
EXHIBIT "B"  
Fee Estimate  
DIRECTS

END OF DOCUMENT



"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries."

**Legend**  
 Project Location



**SH360 (New York/Eden) &  
 IH-20 at Bowen Road Texas U-Turn  
 Project No. PWST15005  
 Location Map**



Prepared By:  
 PWT Engineering Operations  
 6/5/2015

# Staff Report



<b>Construction Contract for US 287 16-inch Water Main, Project No. WUOP14005</b>	
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City Council Meeting Date: 9-01-15	Action Being Considered: Minute Order
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**RECOMMENDATION**

Authorize the City Manager or his designee to execute a construction contract with SYB Construction Co., Inc., of Irving, Texas, in the amount not to exceed \$548,739.10.

**PRIOR BOARD OR COUNCIL ACTION**

On December 3, 2013, City Council passed Minute Order No. MO12032013-002, authorizing the execution of an Engineering Services Contract with TRC Engineers, Inc., of Arlington, TX for design of the proposed improvements in the amount of \$115,506.

**ANALYSIS**

The project consists of constructing approximately 1,700 linear feet of 16-inch water main along US Highway 287. Once completed, this project will allow for the expansion of the West Pressure Plane which includes the area south and west of US Highway 287. The scope also includes approximately 1,200 linear feet of 12-inch water line installed by trenchless methods along the east side of the City of Arlington Nature Preserve. This 12-inch waterline will improve water system operation and system reliability.

Date of Bid:	July 29, 2015
Number of Bids Received:	Three
Number of Bids from Arlington Firms:	None
Bidder Prequalification:	Yes
Engineer's Estimate:	\$600,000
Range of Bids:	\$548,739.10 to \$674,233.00
Low Bid:	\$548,739.10
Recommended Low Bidder:	SYB Construction Co., Inc., of Irving, Texas
Contract Scope:	Construct 1,700 LF 16-inch Water Main, 1,200 LF 12-inch Water Main
Contract Time:	120 calendar days

VENDOR	MWBE	TOTAL
<b>SYB Construction Co., Inc.</b>	<b>Yes</b>	<b>\$548,739.10</b>
Jackson Construction, Ltd.	No	\$634,111.00
ARK Contracting Services	No	\$674,233.00

Green Cement will be used on this project.

**FINANCIAL IMPACT**

Funding Sources:		
Water Bond Fund	658502-68252-18071205	\$ 548,739.10
	<u>FY 2015</u>	<u>FY 2016</u>
	\$548,739.10	\$0
		<u>FY 2017</u>
		\$0

There is no maintenance cost associated with this project during the referenced time period because the contract provides for a two-year maintenance bond.

**ADDITIONAL INFORMATION**

Attached:	Bid Tab
	Location Map
Under separate cover:	None
Available in the City Secretary's Office:	None

**STAFF CONTACT(S)**

Walter J. Pishkur	Brad Franklin, P.E.
Director of Water Utilities	Assistant Director of Water Utilities
817-459-6603	817-459-6632
<a href="mailto:Buzz.Pishkur@arlingtontx.gov">Buzz.Pishkur@arlingtontx.gov</a>	<a href="mailto:Brad.Franklin@arlingtontx.gov">Brad.Franklin@arlingtontx.gov</a>

# BID TABULATION REPORT

<b>U.S. 287 16-Inch WaterLine, WUOP14005</b>	<b>SYB Construction Co., Inc</b>	<b>Jackson Construction, Ltd.</b>	<b>ARK Contracting Services</b>
<b>BID OPENED : July 29, 2015</b>	Irving, Texas	Fort Worth, Texas	Kennedale, Texas

## WATER IMPROVEMENTS

ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
101	Mobilization & Bonds	LS	1	\$ 55,425.00	\$ 55,425.00	\$ 28,000.00	\$ 28,000.00	\$ 30,000.00	\$ 30,000.00
102	12-Inch Water Main PE4710 DR17 HDPE	LF	780	\$ 60.00	\$ 46,800.00	\$ 74.00	\$ 57,720.00	\$ 100.00	\$ 78,000.00
103	12-Inch Water Main PE4710 DR17 HDPE OTOC	LF	419	\$ 109.00	\$ 45,671.00	\$ 202.00	\$ 84,638.00	\$ 200.00	\$ 83,800.00
104	Trench Safety	LF	2,467	\$ 1.00	\$ 2,467.00	\$ 1.00	\$ 2,467.00	\$ 1.00	\$ 2,467.00
105	Field Verify Vertical & Horizontal Tie-In Locations	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 9,800.00	\$ 9,800.00	\$ 8,000.00	\$ 8,000.00
106	16" X 6" Tapping Sleeve & Valve	EA	1	\$ 14,500.00	\$ 14,500.00	\$ 9,200.00	\$ 9,200.00	\$ 2,000.00	\$ 2,000.00
107	12" X 6" Tapping Sleeve & Valve	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 4,600.00	\$ 4,600.00	\$ 5,000.00	\$ 5,000.00
108	Install City Furnished 16" Resilient Gate Valve	EA	2	\$ 850.00	\$ 1,700.00	\$ 1,400.00	\$ 2,800.00	\$ 10,000.00	\$ 20,000.00
109	Install City Furnished 12" Resilient Gate Valve	EA	2	\$ 425.00	\$ 850.00	\$ 900.00	\$ 1,800.00	\$ 2,500.00	\$ 5,000.00
110	Install City Furnished 6" Resilient Gate Valve	EA	5	\$ 125.00	\$ 625.00	\$ 500.00	\$ 2,500.00	\$ 900.00	\$ 4,500.00
111	Lead Free Fire Hydrant Assembly	EA	6	\$ 2,700.00	\$ 16,200.00	\$ 3,800.00	\$ 22,800.00	\$ 2,500.00	\$ 15,000.00
112	Remove & Salvage Existing Fire Hydrant	EA	2	\$ 300.00	\$ 600.00	\$ 450.00	\$ 900.00	\$ 200.00	\$ 400.00
113	Connect to Existing 20" PVC Water Main	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 6,400.00	\$ 6,400.00	\$ 3,000.00	\$ 3,000.00
114	Connect to Existing 16" PVC Water Main	EA	1	\$ 4,750.00	\$ 4,750.00	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00
115	Connect to Existing 16" DIP Water Main	EA	1	\$ 6,500.00	\$ 6,500.00	\$ 9,400.00	\$ 9,400.00	\$ 2,500.00	\$ 2,500.00
116	Connect to Existing 16" RCCP Water Main	EA	2	\$ 9,000.00	\$ 18,000.00	\$ 10,200.00	\$ 20,400.00	\$ 5,000.00	\$ 10,000.00
117	Connect to Existing 12" AC Water Main	EA	1	\$ 2,850.00	\$ 2,850.00	\$ 4,200.00	\$ 4,200.00	\$ 2,000.00	\$ 2,000.00
118	Connect to Existing 12" PVC Water Main	EA	1	\$ 2,275.00	\$ 2,275.00	\$ 2,800.00	\$ 2,800.00	\$ 2,000.00	\$ 2,000.00
119	2" Combination Air Release Valve	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 5,800.00	\$ 5,800.00	\$ 12,000.00	\$ 12,000.00
120	Water Line Marker Signs for Gate Valve, etc	EA	10	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 50.00	\$ 500.00
121	Cut & Plug Existing 6" & 12" Water Main	EA	3	\$ 800.00	\$ 2,400.00	\$ 2,200.00	\$ 6,600.00	\$ 300.00	\$ 900.00
122	Abandon Existing Valve Box	EA	2	\$ 200.00	\$ 400.00	\$ 100.00	\$ 200.00	\$ 400.00	\$ 800.00
123	Remove & Dispose of Existing 12" Gate Valve	EA	1	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00
124	Remove & Dispose and Plug Existing 12" PVC	LF	50	\$ 10.00	\$ 500.00	\$ 10.00	\$ 500.00	\$ 20.00	\$ 1,000.00
125	Remove & Dispose and Plug Existing 6" AC	LF	200	\$ 25.00	\$ 5,000.00	\$ 24.00	\$ 4,800.00	\$ 25.00	\$ 5,000.00
126	Remove & Replace HMAc Pavement	SY	5	\$ 230.00	\$ 1,150.00	\$ 230.00	\$ 1,150.00	\$ 200.00	\$ 1,000.00
127	Remove & Replace Gravel Drive	SY	36	\$ 29.00	\$ 1,044.00	\$ 40.00	\$ 1,440.00	\$ 25.00	\$ 900.00
128	Remove & Replace Concrete Curb 7 Gutter	LF	13	\$ 77.00	\$ 1,001.00	\$ 150.00	\$ 1,950.00	\$ 60.00	\$ 780.00
129	Rock Cushion	CY	100	\$ 32.50	\$ 3,250.00	\$ 40.00	\$ 4,000.00	\$ 35.00	\$ 3,500.00
130	Sodding	SY	45	\$ 7.50	\$ 337.50	\$ 25.00	\$ 1,125.00	\$ 8.00	\$ 360.00
131	Hydromulch	SY	1,988	\$ 3.95	\$ 7,852.60	\$ 2.50	\$ 4,970.00	\$ 2.00	\$ 3,976.00
132	Native Seed	SY	700	\$ 4.50	\$ 3,150.00	\$ 3.50	\$ 2,450.00	\$ 3.00	\$ 2,100.00
133	Concrete Encasement	LF	18	\$ 50.00	\$ 900.00	\$ 130.00	\$ 2,340.00	\$ 50.00	\$ 900.00
134	Rock Gabion Mattress Drainage Crossing	SY	15	\$ 190.00	\$ 2,850.00	\$ 350.00	\$ 5,250.00	\$ 200.00	\$ 3,000.00
135	Rock Gabion Baskets Drainage Crossing	CY	12	\$ 565.00	\$ 6,780.00	\$ 550.00	\$ 6,600.00	\$ 500.00	\$ 6,000.00
136	Concrete Pavement Repair	SY	24	\$ 110.00	\$ 2,640.00	\$ 190.00	\$ 4,560.00	\$ 150.00	\$ 3,600.00
137	Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 11,000.00	\$ 11,000.00	\$ 4,000.00	\$ 4,000.00
138	SWPPP	LS	1	\$ 5,800.00	\$ 5,800.00	\$ 12,000.00	\$ 12,000.00	\$ 6,000.00	\$ 6,000.00
139	Trim , Protect or Remove Trees	LS	1	\$ 11,500.00	\$ 11,500.00	\$ 25,000.00	\$ 25,000.00	\$ 4,000.00	\$ 4,000.00
140	Furnish & Install Temporary Water Service	LF	1,600	\$ 5.00	\$ 8,000.00	\$ 5.00	\$ 8,000.00	\$ 8.00	\$ 12,800.00
141	Furnish & Install 1" Short Water Service	EA	5	\$ 750.00	\$ 3,750.00	\$ 950.00	\$ 4,750.00	\$ 1,000.00	\$ 5,000.00
142	Install City Furnished 1" AMI Meter	EA	2	\$ 75.00	\$ 150.00	\$ 150.00	\$ 300.00	\$ 400.00	\$ 800.00
143	Install City Furnished 3/4" AMI Meter	EA	3	\$ 50.00	\$ 150.00	\$ 150.00	\$ 450.00	\$ 400.00	\$ 1,200.00
144	Install City Furnished 1" Metr Box	EA	5	\$ 25.00	\$ 125.00	\$ 180.00	\$ 900.00	\$ 400.00	\$ 2,000.00
145	Temp Residential Fencing	LF	50	\$ 2.30	\$ 115.00	\$ 10.00	\$ 500.00	\$ 5.00	\$ 250.00
146	Remove & Replace Wood Stockade Fence	LF	50	\$ 42.00	\$ 2,100.00	\$ 50.00	\$ 2,500.00	\$ 25.00	\$ 1,250.00
147	Remove & Replace PVC Coated, Green Chain Link Fence	LF	130	\$ 34.00	\$ 4,420.00	\$ 55.00	\$ 7,150.00	\$ 75.00	\$ 9,750.00
148	Remove & Replace Barbed Wire Fence	LF	1,600	\$ 5.60	\$ 8,960.00	\$ 9.00	\$ 14,400.00	\$ 7.00	\$ 11,200.00
149	Construction Cintingency for Water	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
<b>SUBTOTAL WATER IMPROVEMENTS:</b>					<b>\$ 377,338.10</b>	<b>\$ 453,310.00</b>	<b>\$ 416,233.00</b>		

## BID TABULATION REPORT

U.S. 287 16-Inch WaterLine, WUOP14005

BID OPENED : July 29, 2015

SYB Construction Co., Inc

Irving, Texas

Jackson Construction, Ltd.

Fort Worth, Texas

ARK Contracting Services

Kennedale, Texas

### ALTERNATE A

ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
150	GREEN CEMENT	LS	1	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ -	\$ -
<b>SUBTOTAL ALTERNATE A:</b>					<b>\$ 1.00</b>		<b>\$ 1.00</b>		<b>\$ -</b>

### ALTERNATE B

ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
151	16" Water Main, PVC C-905 (DR-18)	LF	1,700	\$ 100.00	\$ 170,000.00	\$ 104.00	\$ 176,800.00	\$ 150.00	\$ 255,000.00
152	6" Water Main PVC C-900 (DR-18) Open Cut	LF	40	\$ 35.00	\$ 1,400.00	\$ 100.00	\$ 4,000.00	\$ 75.00	\$ 3,000.00
<b>SUBTOTAL ALTERNATE B:</b>					<b>\$ 171,400.00</b>		<b>\$ 180,800.00</b>		<b>\$ 258,000.00</b>

### ALTERNATE C

ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
153	16" Water Main, Ductile Iron Class 250 Open Cut	LF	1,700	\$ 122.00	\$ 207,400.00	\$ 123.00	\$ 209,100.00	\$ 172.00	\$ 292,400.00
154	6" Water Main, Ductile Iron Pipe Class 350 Open Cut	LF	40	\$ 49.00	\$ 1,960.00	\$ 108.00	\$ 4,320.00	\$ 80.00	\$ 3,200.00
<b>SUBTOTAL ALTERNATE C:</b>					<b>\$ 209,360.00</b>		<b>\$ 213,420.00</b>		<b>\$ 295,600.00</b>

<b>SUBTOTAL WATER IMPROVEMENTS:</b>	\$	377,338.10		\$	453,310.00		\$	416,233.00
<b>TOTAL BASE BID AMOUNT</b>	\$	377,338.10		\$	453,310.00		\$	416,233.00
<b>TOTAL BASE BID + ALTERNATE A</b>	\$	377,339.10		\$	453,311.00		\$	416,233.00
<b>TOTAL BASE BID + ALTERNATE B</b>	\$	548,738.10		\$	634,110.00		\$	674,233.00
<b>TOTAL BASE BID + ALTERNATE C</b>	\$	586,698.10		\$	666,730.00		\$	711,833.00
<b>RECOMMENDED AWARD (BASE BID + ALTERNATE A + ALTERNATE B)</b>	\$	548,739.10		\$	634,111.00		\$	674,233.00

US 287 16-inch Water Line  
WUOP14005

INTERSTATE 20 FWY

LITTLE RD

16" Water Line Improvement

GREEN OAKS BLV

TREEPOINT DR

POTOMAC PWY

12" Water Line Improvement

KELLY ELLIOTT RD

SUBLETT RD

US 287 HWY

16" Water Line Improvement

EDEN RD



**Legend**

-  Project Locations
-  City Boundary



**ARLINGTON**  
THE AMERICAN DREAM CITY  
Water Information Services  
July 31, 2015

\*This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.\*

# Staff Report



## Impact Fee Program Update

City Council Meeting Date: 9-1-15

Action Being Considered: Minute Order

### **RECOMMENDATION**

Authorize the City Manager or his designee to execute a professional services contract with Freese and Nichols, Inc., of Fort Worth, Texas for the development of the City of Arlington Impact Fee Program Update, in an amount not to exceed \$302,816.

### **PRIOR BOARD OR COUNCIL ACTION**

None

### **DISCUSSION**

An update of the current 2002 Impact Fee Program was undertaken in 2009. However, in light of various City plans in progress at the time, Council approved a continuing resolution in 2011 to postpone review of the Program until those plans were complete. At the City Council work session on January 13, 2015, Council gave staff direction to move forward with completing an update of the Program.

As noted in the August 25, 2015 informal staff report regarding the Capital Improvements Program Advisory Committee (CIPAC) semi-annual report, on June 1, 2015, a Request for Qualifications (RFQ) was issued for an update of the City's Impact Fee Program. Following the evaluation of submissions by an interdepartmental team, a scope of work, fee, and contract was negotiated with the top rated firm, Freese and Nichols, Incorporated.

The scope of work includes all technical analysis and policy development required by state law to update impact fee programs, including development of land use assumptions; roadway, water, and wastewater capital improvement plan updates; impact fee structure updates; and impact fee program ordinance updates.

If approved, the program update is expected to be complete by the third quarter of FY16 and any adopted updates would take effect January 1, 2017.

### **FINANCIAL IMPACT**

Funding is available in following accounts: Water Utilities Impact Fee Account No. 678501-20141205-61043 in the amount of \$151,408 and Public Works and Transportation Impact Fee Account No. 358502-65540699-61043 in the amount of \$151,408.

### **ADDITIONAL INFORMATION**

Attached:	Professional Services Contract
Under separate cover:	None
Available in the City Secretary's Office:	None

### **STAFF CONTACT(S)**

Alicia Winkelblech, AICP, CNU-A Acting Assistant Director Community Development & Planning 817-459-6686 <a href="mailto:Alicia.Winkelblech@arlingtontx.gov">Alicia.Winkelblech@arlingtontx.gov</a>	Lyndsay Mitchell, AICP Principal Planner Community Development & Planning 817-459-6653 <a href="mailto:Lyndsay.Mitchell@arlingtontx.gov">Lyndsay.Mitchell@arlingtontx.gov</a>
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THE STATE OF TEXAS       §  
  §  
COUNTY OF TARRANT       §

**Professional Services Contract**

THIS CONTRACT is entered into on this 1st day of September, 2015, by and between the **CITY OF ARLINGTON, TEXAS**, a municipal corporation located in Tarrant County, Texas (hereinafter referred to as “CITY”), acting by and through its City Manager or his designee, and **FREESE AND NICHOLS, INC.** (hereinafter referred to as “CONSULTANT”) whose address is 4055 International Plaza, Suite 200, Fort Worth, Texas 76109.

WITNESSETH:

WHEREAS, CITY desires to obtain professional services relative to the update of the City’s Impact Fee Program, (hereinafter referred to as “Services”); and

WHEREAS, CONSULTANT is a firm qualified to provide such Services and is willing to undertake such Services for CITY in exchange for fees hereinafter specified;  
NOW, THEREFORE,

THAT IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

**I.**  
**Employment of CONSULTANT**

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of its profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional or national professional standards.

**II.**  
**Scope of Services**

CONSULTANT shall perform such services as are necessary to update the City’s Impact Fee Program specifically including, but not necessarily limited to, the tasks enumerated more fully in **Exhibit “A”** to this Contract. **Exhibit “A”** is incorporated herein by reference and made a part hereof as if written word for word. However, in the event of any discrepancy or conflict in the language of **Exhibit “A”** and this Contract, the terms and conditions of this Contract shall be given priority as to interpretation and effect.

**III.**  
**Compensation to CONSULTANT**

CONSULTANT shall submit periodic statements for services rendered and CITY shall make payments in the amount shown by CONSULTANT’s approved statements and other documentation submitted. No interest shall accrue for late payments. Each invoice shall show the percentage of work completed on each phase of each Project, a brief summary of the work performed, and the total of the invoice amount as well as running total balance.

CITY agrees to pay to CONSULTANT for satisfactory completion of all services included in this Contract a total lump sum fee of **Three Hundred Two Thousand Eight Hundred Sixteen Dollars (\$302,816)**. The cost estimate for accomplishing the specified Scope of Services is included in **Exhibit "A"** and billing shall be according to schedule in **Exhibit "B"**. In the cases where additional tasks are requested, CONSULTANT will not initiate work until authorized by CITY in writing to proceed.

The Scope of Services shall be strictly limited. CITY shall not be required to pay any amount in excess of the original amount unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts. If at any time it becomes evident that the cost estimates provided to CITY will not be sufficient to complete the authorized work, CONSULTANT will immediately notify CITY in writing of said fact.

#### **IV.** **Term**

This Contract shall begin on the date first written above, and shall terminate upon completion of the Scope of Services unless terminated earlier in accordance with this contract.

#### **V.** **Contract Termination Provision**

This Contract may be canceled or terminated at any time by the CITY or the CONSULTANT with or without cause by providing the other thirty (30) days written notice of such termination. Upon receipt of such notice, all work and labor being performed shall immediately cease, pending final cancellation at the end of such thirty (30) day period. CONSULTANT shall be compensated in accordance with the terms of this Contract for all work accomplished prior to the receipt of notice of such termination.

#### **VI.** **Ownership of Documents**

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY without restriction on future use. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

#### **VII.** **Insurance**

A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis, except for professional liability which shall be on a "claims made" basis. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Worker's Compensation Insurance, statutory policy as required by law; Employers Liability Insurance of not less than \$1,000,000.00 for each accident, \$1,000,000.00 disease-each employee, \$1,000,000.00 disease-policy limit.
  2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this Contract, fully insuring CONSULTANT's liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage limit of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
  3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per accident), and \$100,000 for property damage.
  4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000.00 per claim and \$1,000,000 aggregate. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a claims-made basis, CONSULTANT must maintain this policy for a period of two (2) years after the completion of the project or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.
- B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy:
1. Name CITY as an additional insured as to all applicable coverage, except worker's compensation and professional liability insurance;
  2. Each policy will require that thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail to:

City of Arlington  
Human Resources  
Post Office Box 90231  
MS# 63-0790  
Arlington, Texas 76004-3231

*However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to CITY is required;*

CONSULTANT shall also notify CITY within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s).

3. The term "Owner" or "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CITY and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CITY;
  4. The policy phrase "Other Insurance" shall not apply to CITY where CITY is an additional insured on the policy; and
  5. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:
1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. CITY's decision(s) thereon shall be final;
  2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
  3. The General and Automobile liability policies required herein shall be written with an "occurrence" basis coverage trigger.
- D. CONSULTANT agrees to the following:
1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CITY, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
  2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
  3. Approval, disapproval or failure to act by CITY regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and,
  4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

**VIII.**  
**CONSULTANT's Coordination with CITY**

CONSULTANT shall hold periodic conferences with CITY so that the Services can be performed with the full benefit of the CITY's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. CITY shall make available to CONSULTANT all existing plans, maps, field notes, and other data in its possession relative to the Services. CONSULTANT may show justification to CITY of changes in design from CITY standards due to the judgment of CONSULTANT of a cost savings to CITY and/or due to the surrounding topographic conditions. CITY shall make the final decision after appropriate approval as to any changes. CONSULTANT is held responsible by CITY for any and all necessary revisions made to the final Evaluation due to the CONSULTANT's errors and negligent acts or omissions.

**IX.**  
**Right to Inspect Records**

CONSULTANT agrees that CITY shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that CITY shall, until the expiration of three (3) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract; and further, that CITY shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. CITY shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

**X.**  
**Successors and Assigns**

CITY and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

**XI.**  
**CONSULTANT's Liability**

Acceptance of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or Engineers or Consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other

documents and work prepared by said CONSULTANT, its employees, associates, engineers, agents or “subconsultants”.

**XII.**  
**INDEMNIFICATION**

**CONSULTANT does hereby covenant and contract waive all claims, release, indemnify, defend and hold harmless CITY and all of its officials, officers, agents, employees and invitees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement, that may arise by reason of death of or injury to persons or damage to or loss of use of property occasioned by any wrongful intentional act or omission of CONSULTANT as well as any negligent omission, act, or error of CONSULTANT, its officials, officers, agents, employees and invitees, or other persons for whom CONSULTANT is legally liable with regard to the performance of this Contract, whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence or any other form of negligence. In the event of joint or concurrent negligence of CONSULTANT and CITY, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas unless otherwise mutually agreed by CONSULTANT and CITY. Nothing in this paragraph is intended to waive any governmental immunity available to CITY under Texas law or waive any defenses of CONSULTANT or CITY under Texas law. This paragraph shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against CITY or CONSULTANT.**

**XIII.**  
**Independent Contractor**

CONSULTANT’s status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

**XIV.**  
**Default**

If at any time during the term of this Contract CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after seven (7) days written notice thereof, to terminate this Contract. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to CONSULTANT’s nonperformance under this Contract, the cost to CITY to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such reasonable excess.

CONSULTANT's liability under this provision shall be limited to the total dollar amount of this Contract.

**XV.**  
**Changes**

CITY may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and CONSULTANT shall be incorporated by written modification to this Contract.

**XVI.**  
**Mailing Address**

All notices and communications under this Contract to be mailed or delivered to CITY shall be sent to the address of CITY's agent as follows, unless and until CONSULTANT is otherwise notified:

City of Arlington  
Post Office Box 90231, MS 01-0241  
Arlington, Texas 76004-3231  
Attention: Lyndsay Mitchell, AICP, Principal Planner

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until CITY is otherwise notified:

Freese and Nichols, Inc.  
4055 International Plaza  
Suite 200  
Fort Worth, Texas 76109  
Attention: Eddie Haas, Project Manager

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

**XVII.**  
**Disclosure**

By signing this Contract, CONSULTANT acknowledges to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships abutting property owners. CONSULTANT further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

**XVIII.**  
**Confidential Information**

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of Arlington, its affiliates and subsidiaries, and all oral and written information concerning CITY or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority.

**XIX.**  
**Applicable Law**

The CONTRACT is entered into subject to the Arlington City Charter and ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.

**XX.**  
**Severability**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XXI.**  
**Remedies**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

**XXII.**  
**Entire Agreement**

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

**XXIII.**  
**Non-Waiver**

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

**XXIV.**  
**Headings**

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

**XXV.**  
**Venue**

The parties to this Contract agree and covenant that this Contract will be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas.

**XXVI.**  
**Equal Employment Opportunity**

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin or place of birth. CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, age, color, religion, sex, disability, ancestry, national origin or place of birth. This action shall include but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

**XXVII.**  
**Procurement of Goods and Services from Arlington Businesses  
and/or Historically Underutilized Businesses**

In performing this Contract, CONSULTANT agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this Contract, CONSULTANT agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Contract.

**XXVIII.**  
**No Third Party Beneficiary**

For purposes of this Contract, including its intended operation and effect, the parties (CITY and CONSULTANT) specifically agree and contract that: (1) the Contract only affects

matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

**FREESE AND NICHOLS, INC.**

BY \_\_\_\_\_  
Signature

Printed Name: Ron M. Lemons, P.E.  
Title: Vice President, COO

WITNESS:

\_\_\_\_\_

**CITY OF ARLINGTON, TEXAS**

BY \_\_\_\_\_  
James F. Parajon, FAICP  
Deputy City Manager

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO  
City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY \_\_\_\_\_

THE STATE OF TEXAS       §  
  §  
COUNTY OF TARRANT       §

**CONSULTANT'S**  
**Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **RON LEMONS, P.E.**, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (*description of identity card or other document*)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of **FREESE AND NICHOLS, INC.** and as **VICE PRESIDENT/COO** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public In and For  
The State of Texas

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
Notary's Printed Name

THE STATE OF TEXAS       §  
  §  
COUNTY OF TARRANT       §

**CITY OF ARLINGTON, TEXAS**  
**Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **JAMES F. PARAJON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of the State of Texas, Tarrant County, Texas, and as the **Deputy City Manager** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public In and For  
The State of Texas

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
Notary's Printed Name

## **Exhibit A**

### **Scope of Services**

#### **Project Understanding**

This Scope of Work addresses the requirements, as per Chapter 395 of the Texas Local Government Code, for the update of roadway, water and wastewater impact fees in Arlington, Texas. Key study elements include: the preparation of land use assumptions, capital improvement plans (CIP) and associated CIP costs, the calculation of the associated cost per service unit and the update of the service unit equivalency table. A public process facilitated through a Capital Improvements Plan Advisory Committee (CIPAC) will assist to guide the preparation of the land use assumption, capital improvement plans as well as provide recommendations to the City Council of impact fee collection rates. A public hearing process will conclude the conduct of study and update of impact fees in Arlington. The work program is grouped into three areas consisting of technical, policy and administrative elements and is detailed below.

#### **WORK AREA I: TECHNICAL ELEMENTS**

This task will include all of the prescribed requirements of development of land use assumptions (LUAs), roadway, water and wastewater CIPs, derivation of the cost per service unit, and service unit equivalents. Throughout the technical process, it is envisioned that the CIPAC will be involved at critical scheduled milestones.

#### **Task A: Project Initiation and Orientation**

##### **A1: Team Meeting**

Discuss the study methodology and approach, coordination between the Consultant and City staff, schedule development/critical path and definition of key deliverables. This meeting will also serve to identify opportunities for streamlining the impact fee program, identification of potential policy considerations, as well as identification of all pertinent data for facilitating the conduct of the study.

##### **A2: CIPAC Orientation (CIPAC Meeting #1)**

A meeting will be held with the CIPAC to familiarize members with the technical and procedural elements of the study update. This “Impact Fee 101” meeting will also be used to present impact fee basics: philosophical approach, program administration, policy considerations and nuances of impact fee legislation. This meeting is aimed at educating and refreshing CIPAC members on impact fee how-tos, whys, and dos and don’ts.

Task A Products: Staff team and CIPAC orientation, a Project Operations Plan, schedule, deliverables and identification of relevant data needs.

## **Task B: Land Use Assumptions (LUA)**

### **B1: Development of LUA**

The impact fee CIP is required to be based upon a set of adopted LUAs, which includes a “description of the service area(s) and projections of changes in land use, densities, intensities, and population in the service area over at least a ten-year period.” Although no particular format is specific in the Texas statute, the key components of the LUAs include description and analysis of existing conditions, determination of service areas (s) for capital facilities and 10-year growth projections. For water and wastewater planning, a discussion of an ultimate or “build out” development assumption will also be prepared to facilitate identification of full system needs, as well as 10-year needs (attributable to new growth).

LUAs will be prepared for the City and service area boundaries of water/wastewater facilities. For the most part, the study area boundaries for roads and water/wastewater coincide with city limits, except for a small area of service for water/wastewater which extends into the City of Mansfield jurisdiction.

Key elements of the LUA report include:

- Coordination and correlation of LUA with service areas for roads, water and wastewater
- Documentation of existing growth rates, trends and socio-demographics
- Development of base, 10-year and ultimate or build-out projections
- Land use, population and employment assumptions for the projection periods
- Supporting documentation population and employment data by traffic survey zone and service areas for 2015 and 2025

Data for the LUA will be developed from the recently approved 2014 Water/Wastewater Master planning effort and supplemented with data provided by the City for development activity that has occurred since the demographic data of the master plan. Data to be provided by the City include residential (added single and multi-family dwelling units) and square footage (or acreage) of developed non-residential uses within the city and water/wastewater planning areas. Data will be by traffic survey zones (TSZ) to facilitate both the roadway and water/wastewater service area analyses. The provision of electronic data (GIS Shapefile) is envisioned. The FNI team will coordinate with the city on specific data needs.

### **B2: Confirmation of Growth Rates with CIPAC**

Because LUAs have a critical effect on capital improvements identification and programming, our approach will be to obtain confirmation of 10-year growth rates from the CIPAC as early as possible. This analysis is presented typically on the same evening as the “Impact Fee 101” in order to maximize the CIPACs time. The data prepared as part of the 2014 Water Master Plan will be used to derive 10-year growth projections and recent documented growth (dwelling units, non-residential acreage) will be used to derive 2015 base numbers.

A CIPAC meeting will be held (in conjunction with Task A2-Meeting #1) to discuss current and forecasted growth rates of the city. The City will support the consultant team with data for the

presentation of growth rates of the city to the CIPAC. The consultant team will receive direction from the CIPAC with regard to appropriate growth rates for use in the preparation of the Land Use Assumptions report.

Task Action Required: CIPAC direction of appropriate growth rates for use in the preparation of land use assumptions for impact fees.

### B3: Draft LUA Report

Based on feedback from the CIPAC in Task B2, a draft LUA report will be prepared and submitted to the City for review and comment. The City will disseminate the report for review/comments to other internal staff departments as appropriate. The City will provide a consolidated set of comments to the consultant team for use in preparing a draft final land use assumptions report that will be disseminated to the CIPAC for review/comment. CIPAC comments will be received as part of Meeting #2 in conjunction with Tasks C6 and D6. Ultimately, the LUAs will be used as part of the Public Hearing on impact fees (in conjunction with meetings in Task E5).

## **Task C: Roadway Impact Fee Update**

### C1: Update Service Area Structure

Service areas for roads are defined (per legislative requirement) to ensure that improvements are built in close proximity to where development is occurring. In 2009, an analysis of collapsing the current zonal structure from three to six-miles was undertaken to provide the city more flexibility in application of funds to projects. Per direction from the City, the 2009 service area structure will be used for this study update. The reconfigured service area structure will be presented to the city for review/comment. FNI will seek concurrence by the City of the reconfigured zonal structure prior to advancement of technical work.

### C2: Data Collection

FNI will compile City base mapping data and traffic count data for use in the assessment of existing conditions, as well as determination of excess capacity in IFCIP roadway projects. Traffic volume data (PM peak hour directional counts) will be provided by the city. Additional count data, as needed will be provided by the City. Other data to be collected from the city include; roadway inventory, historic unit construction cost data and pertinent cost data of completed IFCIP projects. Data to be collected will include construction, engineering, right-of-way (ROW), traffic signals and other pertinent data. The recently updated Thoroughfare Development Plan (TDP) will serve as a basis for revising IFCIP projects, as appropriate.

### C3: Existing Capital Improvements Inventory Update

Based on the data assembled and collected and service area boundaries, an inventory and analysis of existing roadways will be prepared for major roadways in the City. The inventory will contain the following information of existing collector and arterial status roadways by service area:

- Roadway segment name and limits
- Length, number of lanes and facility type, such as divided, undivided, collector and arterial

- P.M. peak hour directional volumes

An existing conditions analysis will be prepared to calculate capacity provided and utilized of existing capital improvements. Any roadway deficiencies identified will be summarized by service area for use in the capital improvements analysis. Traffic count data provided by the City will be used for the analysis. Should additional data be needed, a written request for such data will be prepared. If FNI is tasked to collect such data, a cost estimate will be submitted to the City for consideration as a project amendment. (FNI will subcontract this data collection effort to a local area firm.)

#### C4: Determination of Projected Roadway Demand

Determination of projected roadway demand (vehicle-miles of travel, VMT) over the 10-year planning period will be based on the city travel demand model, which was updated as part of the 2013 TDP update. Net VMT growth (2015-2025) will be provided by the City by roadway service area for use in the impact fee calculations. Current approved socio-demographic data developed within the model will serve as a basis for roadway projections.

#### C5: Prepare Roadway CIP

An updated IFCIP will be prepared incorporating growth considerations over the 10-year planning period, the City TDP, fiscal constraints and City staff input. This process will include the identification and recommendation of specific roadway projects for inclusion into the impact fee CIP list. Cost information of both existing and proposed capital projects will be collected and developed for inclusion into an updated CIP database. For completed projects (identified as part of the previous impact fee system CIP), incorporation of actual cost data will be included as per legislative requirements. The City will provide completed projects cost data. For project additions to CIP, appropriate historic unit cost data will be collected from the City and used as a basis for cost estimates to be provided by FNI. An evaluation of existing IFCIP projects will also be performed with data collected in Task C3 to determine how much excess capacity is available for projects to be retained in the impact fee program. As appropriate, the IFCIP will be modified to correlate with the recently updated TDP. To support the IFCIP analysis, the City will provide a map depicting the number of lanes left to be built to achieve TDP build-out.

#### C6: City and CIPAC Meeting

Based on analysis of the existing IFCIP (Task C3) and projected needs (Task C4), a draft CIP will be submitted to the City for review and comment. Comments from the city will be incorporated into a revised draft IFCIP, which will then be presented to the CIPAC (Meeting #2) for review/comment. Based on CIPAC comment, a revised IFCIP will be prepared for use in updating impact fee calculations.

#### C7: Roadway CIP Database Update and Maximum Fee Calculation

CIP data will be compiled into an updated roadway projects database. This database will be prepared by service area and include the following information:

- Roadway segment name and limits
- Number of lanes, length and facility type
- Project cost information (construction, engineering,

- ROW and debt service)
- Capacity provided by CIP projects, utilized and percent attributable to new development
- Project cost attributable to new development

Based on data compiled into the CIP database, an updated maximum cost per service unit will be calculated for service areas within the City.

#### C8: Update of Land Use Equivalency Table

FNI will update the service unit equivalency table for specific land uses to incorporate available trip rate and length data. Traffic data will be based on information presented in the *ITE Trip Generation Manual, 9th Edition* and any supplemental information. Trip length data will be based on travel forecast statistics from the Arlington traffic model. Subject to data availability, additional land uses will be researched and incorporated.

#### C9: City and CIPAC Meeting

Based on the IFCIP and associated cost per service unit calculations, FNI will present draft findings to the City for review and comment. Comments from the city will be incorporated and then presented to the CIPAC (Meeting #3) for review/comment. Direction from the CIPAC with regard to collection rates will then serve as a basis for recommendations to the City Council at the impact fee update Public Hearing.

### **Task D: Water and Wastewater Impact Fee Update**

#### D1: Data Collection

Collect pertinent data relative to previous water and wastewater impact fee studies. Data collection should include recent program CIPs and associated costs and updated GIS database of water meters and meter sizes (and customer type).

#### D2: Development of Water and Wastewater Demands

Determination of projected water and wastewater demands over the 10-year planning period will be based on socio-demographic data developed in the LUAs report prepared as part of the update process. The determination of 5-year and 10-year Water and Wastewater Demands will be based on LUAs and recent historical water usage and wastewater flows for average, maximum day and peak operating conditions for both retail and potential wholesale customers.

#### D3: Coordinate Water/Wastewater Modeling

FNI will meet with AWU (Arlington Water Utilities) to review the most recent water and wastewater models and changes made by the City to represent current near term operating conditions. FNI will determine the model results are needed for the impact fee analysis to evaluate existing, 5-, 10-year, and build-out conditions using demands and flows developed in D3. Water system modeling will consist of average day, maximum day, peak hour, and fire flow demand conditions. Wastewater system modeling will consist of average daily flow and peak wet weather flow conditions.

#### D4: Identify Water/Wastewater Improvements & Develop Water/Wastewater CIP

FNI will conduct a ½ day workshop with the City to work through identifying existing and proposed improvements potentially attribute to growth. FNI will utilize modeling results provided by the City to identify water and wastewater system improvements required to support growth for the 5-, 10-year, and build-out conditions for operating conditions. FNI will use information from most recent water and wastewater master plans and differentiate improvements needed for growth versus redundancy and enhanced operating performance.

#### D5: Conduct Capacity Analysis and Identify Projects Eligible for Cost Recovery

Conduct a Capacity Utilization Analysis to quantify excess capacity and determine attributable 10-year cost recovery through the impact fee program. Our team will coordinate with the City Finance Department to determine appropriate assumptions for debt service financing.

#### D6: Develop Service Unit Equivalents (SUES) for Water and Wastewater Systems

Utilize equivalent capacity of water meters and land use data to establish the SUEs required per legislative mandate for existing conditions. Our team will use demographic data, meter size breakdown and impact fee code requirements to project 10-year service unit equivalents for water and wastewater components.

#### D7: Calculate Maximum Allowable Water and Wastewater Impact Fees

Develop maximum allowable water and wastewater impact fees in accordance with Chapter 395 of the Texas Local Government Code using existing and proposed capital improvement costs to support 10-year growth based on projected increase in SUEs.

### **Task E: Development of Impact Fee Documentation**

#### E1: Develop Draft Water, Wastewater and Roadway Impact Fee Study Report

Prepare a draft water, wastewater and roadway impact fee study report discussing methodology, water and wastewater loads, and utilization of water and wastewater improvements, roadway demands, and impact fee calculations. Report will include water, wastewater and roadway maps depicting existing and proposed system improvements required to meet projected 10-year growth needs.

#### E2: IFCIP 5-Year Revenue Projection

FNI will use the approved LUA and anticipated collection rates to forecast revenues from the IFCIP program over the first 5-years of this update. A linear projection of growth derived from the LUA will be the basis for revenue projections. FNI will collaborate with the City on 5-year development (growth) prior to forecasting revenues. Forecasted revenues will be documented and presented to the City.

#### E3: Meeting with City Staff

Meet with the City Staff to discuss the findings, impact fee calculations, and recommendations for setting the water, wastewater and roadway impact fees for the City.

#### E4: Finalize Impact Fee Study Report

Based on comments by City's Staff, FNI will finalize the final Water, Wastewater and Roadway Impact Fee Study to the City along with an electronic copy of files for graphs, forms and tables of the impact fee calculations including a PDF for the final report.

#### E5: Present Impact Fee Analysis to CIPAC

Present the updated impact fee report to the CIPAC (concurrent with Task C9). Input from the CIPAC will be used as a basis advancing the study to the public hearing process defined in Task E5.

#### E6: Attend Public Hearing and Meet with City Council on Adoption of Impact Fees

Present the impact fee update at one (1) workshop with the City Council. Comments and recommendations will be incorporated for one (1) Public Hearing to present the updated LUAs, CIPs for water, wastewater and roadways, and resultant impact fee calculations. It is anticipated that, if approved by the Council, the first reading of the updated impact fee ordinance will be conducted. (Supporting work as part of Task I.)

### **WORK AREA II: POLICY ELEMENTS**

#### **Task F: Impact Fee Ordinance**

The planning team will lead in the identification and development of updated impact fee ordinance language. The team will further assist the development of updated ordinance language through provision of examples from other Texas/peer cities. The planning team will support City Legal staff in the development of draft ordinance language, as well as be available at the public hearings to support in answering ordinance based questions. Up to two (2) city meetings and two (2) public hearing meetings are included for reading of the updated impact fee ordinance.

### **WORK AREA III: ADMINISTRATIVE ELEMENTS**

#### **Task G: Impact Fee Calculator**

This task will focus on the development of a fee calculator preloaded with updated technical data that can be used to facilitate quick calculation of total fees (road, water and wastewater) based on specific development information provided by an applicant. This calculator will facilitate City staff determinations, and if desired could be uploaded to the city web-site for use by the development community/general public. The fee calculator will be prepared using Microsoft Excel. Updated technical data will include updated service areas (Task C1), adopted cost per service units for roads, water, and wastewater elements (Tasks E6/I) and updated service unit equivalencies (Tasks C8/D6).

## **PROJECT MEETINGS**

Up to eleven (11) meetings will be held throughout the study process and include the following;

- CIPAC- 4
- City Staff -4
- City Council/Public Hearing -3

Where possible, meetings will be held concurrently between City Staff and the CIPAC to maximize the efficiency of the study. Additional meetings will be billed on a time and expense basis. The estimated cost per additional meeting is \$2,750. Additional meetings will be approved in advance in writing by the City prior to execution.

## **PROJECT DOCUMENTATION**

Documents will be prepared as part of the study process and be presented to the City and Capital Improvements Plan Advisory Committee (CIAC). To reduce overall project costs throughout the study process, electronic documents (PDF format) will be provide to the City for reproduction and dissemination to the Steering Committee and City Council. At project conclusion, twenty-five (25) color hardcopies of the final report containing all components of the impact fee study will be submitted to the City. An electronic version of the file (PDF format), will also be provided.

## **PROJECT SCHEDULE**

The project schedule for this system update is twelve (12) months with anticipated completion at the end of August 2016. This timeframe is dependent on the ability of City Staff and CIPAC to provide feedback to all project submittals. To compress the project timeframe, it may be necessary to call special meetings for the CIPAC and the City Council.

## EXHIBIT B

<b>Arlington Impact Fee Update Summary of Cost Estimate</b>		
<b>Task</b>	<b>Description</b>	<b>Cost</b>
<b>Work Area I - Technical Elements</b>		
A	Project Initiation and Orientation	\$17,856
B	Development of Land Use Assumptions	\$20,017
C	Roadway Impact Fee Update	\$55,988
D	Water and Wastewater Impact Fee Update	\$53,827
E	Impact Fee Documentation	\$88,910
<b>Work Area II - Policy Elements</b>		
F	Impact Fee Ordinance	\$22,964
<b>Work Area III - Administrative Elements</b>		
G	Fee Calculator and Supporting Legal Counsel	\$26,327
PM	Project Management	\$16,927
<b>Total Project Fee</b>		<b>\$302,816</b>

# Staff Report



<b>Specific Use Permit SUP15-4 (Rosenberger Pool House)</b>	
City Council Meeting Date: 9-1-15	Document Being Considered: Ordinance

## **RECOMMENDATION**

Approve an ordinance adopting Specific Use Permit SUP15-4.

## **PRIOR BOARD OR COUNCIL ACTION**

On August 5, 2015, the Planning and Zoning Commission recommended approval of Zoning Case SUP15-4 by a vote of 8-0-0.

On August 25, 2015, City Council approved first reading of Zoning Case SUP15-4 by a vote of 7-0-0.

## **ANALYSIS**

**Request** - The applicant requests approval of a Specific Use Permit (SUP) for a Secondary Living Unit on approximately 1.5 acres of land zoned Conservation District Overlay-Residential Single-Family-7.2 (CDO-RS-7.2); addressed at 1408 West Second Street, and generally located south of West Second Street and west of South Davis Drive.

**Zoning Requirements or Standards** – Secondary living units in RS-7.2 are only allowed with SUP approval. The structure must meet all standards as applied to the primary structure except the requirement for minimum gross living area, the requirement for a garage or carport, and the off-street parking requirements. Additionally, the structure must not contain more than one bedroom, more than one kitchen, or more than one bathroom. This is to ensure the use is compatible with the surrounding properties and consistent with the character of the area. No deviations to the Unified Development Code (UDC) standards are allowed through a SUP.

**Site Information** – The site is currently developed with a single-family home. The proposed SUP would allow for a secondary living unit.

This site is located in the Oak Hill Neighborhood Conservation District Overlay. This overlay requires that any new residential construction use materials that are consistent with the types of materials used on the other homes on the block face. Materials typically found on houses in the neighborhood include brick, stone and wood siding. Renovations to and expansions of existing homes are encouraged, especially when the renovation or expansion is consistent with the style, form and structure of the existing or original structure.

**Surrounding Land Uses** – The properties to the west, east, and north across West Second Street also have single family homes. The University of Texas at Arlington stadium sits to the south.

**Proposed Plan** - The applicant proposes to develop a 753-square-foot pool house as an accessory structure. This structure will include a living area, bedroom, and bathroom. The structure will match the character of the existing primary residential structure on the lot. This shall be accomplished by the following;

- Roof- Hip style, incorporating an 8:12 slope with one-foot overhang, weathered wood colored asphalt shingles to match the existing primary structure
- Masonry- brick veneer to match existing house
- Entry- Recessed, with a covered porch and multi-folding door system

The entire structure shall be located in the back yard, behind the existing six-foot tall privacy fence and directly adjacent to the swimming pool. The proposed building shall be setback 32 feet from the rear and 37 feet from the side property lines.

**Comprehensive Plan** – The proposed secondary living unit will be designed to meet all required design standards of secondary living units as well as the Conservation District overlay requirements. The addition of a secondary living unit in this area is compatible with the established residential land uses described in the Comprehensive Plan, as it provides an additional, high-quality housing type to an over one-acre lot in a way that would not negatively impact the neighborhood. The requested SUP is in general conformance with the Comprehensive Plan.

**FINANCIAL IMPACT**

None

**ADDITIONAL INFORMATION**

Attached:

Ordinance with Exhibits A and B  
Case Information with P&Z Summary  
Site Plan (2 pages)

Under separate cover:

None

Available in the City Secretary's office:

None

**STAFF CONTACTS**

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Community Development and Planning  
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[Kevin.Charles@arlingtontx.gov](mailto:Kevin.Charles@arlingtontx.gov)

**Ordinance No. 15-\_\_\_\_\_**

**An ordinance adopting Specific Use Permit SUP15-4 for a Secondary Living Unit on certain property known as 1408 West Second Street zoned Conservation District Overlay-Residential Single-Family-7.2 (CDO-RS-7.2); amending the Zoning District Map accordingly; authorizing the building official to issue permits upon an effective date; providing for a fine of up to \$2,000.00 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, publication, and an effective date.**

WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of the Specific Use Permit SUP15-4 on August 5, 2015;

WHEREAS, after notice and public hearing, and upon consideration of the recommendation of the Commission and of all testimony and information submitted during the public hearing, the City Council has determined that the use will: complement or be compatible with the surrounding uses and community facilities; contribute to, enhance or promote the welfare of the area of the SUP 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 has determined that it is in the best interest of the public and in support of the health, safety, morals, and general welfare of the citizens that the specific use permit be approved. Now therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

1.

A specific use permit for a Secondary Living Unit is hereby granted for the property known as 1408 West Second Street, described in Exhibit A, and the Zoning District Map shall be amended to reflect the change made by this ordinance. Development and use of the property shall be in compliance with this ordinance, the conditions stated in Exhibit B, and the attached site plan. In the event of a conflict between the provisions in Exhibit B and the provisions in any other exhibit, the provisions in Exhibit B control.

2.

If no development activity has commenced on the property described in Exhibit A within two years after the date of City Council approval, the Specific Use Permit shall

expire, unless the director of Community Development and Planning grants an extension as provided in Section 10.3.10.B of the Unified Development Code.

3.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Thousand Dollars and No Cents (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

4.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington; and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

5.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

6.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

7.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

8.

The caption and penalty of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, Texas, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

9.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the 25th day of August, 2015, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 1st day of September, 2015, by a vote of \_\_\_ ayes and \_\_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY \_\_\_\_\_

SUP15-4

EXHIBIT "A"

BEING approximately 1.5 acres of land with frontages of West Second Street and Elliott Street and is commonly known as Lot 7 of the Oak Hill Acres Addition, an addition to the City of Arlington, Texas;

AND being located south of West Second Street and west of South Davis Drive., with the approximate address being 1408 West Second Street.

SUP15-4

EXHIBIT “B”

1. The zoning of this site is Conservation District Overlay-Residential Single-Family-7.2 (CDO-RS-7.2) with a Specific Use Permit (SUP) for a secondary living unit.
2. The subject property will be developed in compliance with Article 3, Section 3.3.6.L., Secondary Living Unit, of the Unified Development Code (UDC) for the City of Arlington.
3. The exterior building materials and design will include brick veneer to match the existing house, hip style roof, recessed entry with multi-folding door system and glass.
4. The unit shall be approximately 385 square feet.
5. This structure will include a living area, bedroom, and bathroom.
6. Use and development of the property must be in compliance with the attached SUP plan (2 pages).
7. In the event of a conflict between the provisions in this Exhibit B and any other exhibits to this ordinance, the provisions of Exhibit B control.

# Case Information



**Applicant:** HGC Development

**Property Owner:** Jay and Tonya Rosenberger

**Sector Plan:** Central

**Council District:** 5

**Allowable Uses:** All uses as itemized in attachment ii.

**Development History:** The subject site is currently platted as Lot 7, of the Oak Hill Acres Addition.

There have been no zoning cases in the general vicinity in the past five years.

**Transportation:** The proposed development has two points of access, one from West Second Street and the other from Elliott Street.

Thoroughfare	Existing	Proposed
West Second Street	50-foot, 2-lane undivided Local road	50-foot, 2-lane undivided Local road
Elliott Street	40-foot, 2-lane undivided Local road	40-foot, 2-lane undivided Local road

**Traffic Impact:** A Specific Use Permit (SUP) for a secondary living unit will generate similar traffic patterns as the base zoning. There will be no significant impact to the adjacent roadway systems.

**Water & Sewer:** Water and Sanitary Sewer are available in West Second Street and Elliot Street. Sewer is available in West Second Street.

**Drainage:** The site is located in the Johnson Creek drainage basin. The site has no portion within the FEMA floodplain. No significant drainage impacts are expected to result from development of this site as long as all relevant city ordinances are complied with.

**Fire:** Fire Station Number 1, located at 401 West Main Street, provides protection to this site. The estimated fire response time is less than five minutes, which is in keeping with recommended standards.

**School District:** Arlington Independent School District.

# Case Information



The proposed zoning request is located in the Arlington Independent School District and has no impact on the schools serving this site.

## Notices Sent:

Neighborhood  
Associations:

ACTION North  
Arlington Alliance for Responsible Government  
East Arlington Review  
East Arlington Review  
Far South Arlington Neighborhood Assn  
Forest Hills HOA  
Northern Arlington Ambience  
Oak Hill Neighborhood  
WeCan (West Citizen Action Network)

Property Owners: 10  
Letters of Support: 0  
Letter of Opposition: 0

## PLANNING AND ZONING COMMISSION SUMMARY:

### Public Hearing: August 5, 2015

Specific Use Permit SUP15-4 (Rosenberger Pool House – 1408 West Second Street)

Application for approval of a Specific Use Permit for a Secondary Living Unit, on a property currently zoned Residential Single-Family 7.2 (RS-7.2); generally located south of West Second Street and west of South Davis Drive.

Commissioner Smith III moved to Approve Zoning Case SUP15-4. Seconded by Commissioner McCurdy, the motion was approved by a vote of 8-0-0.

**APPROVED**

# ***Itemized Allowable Uses***



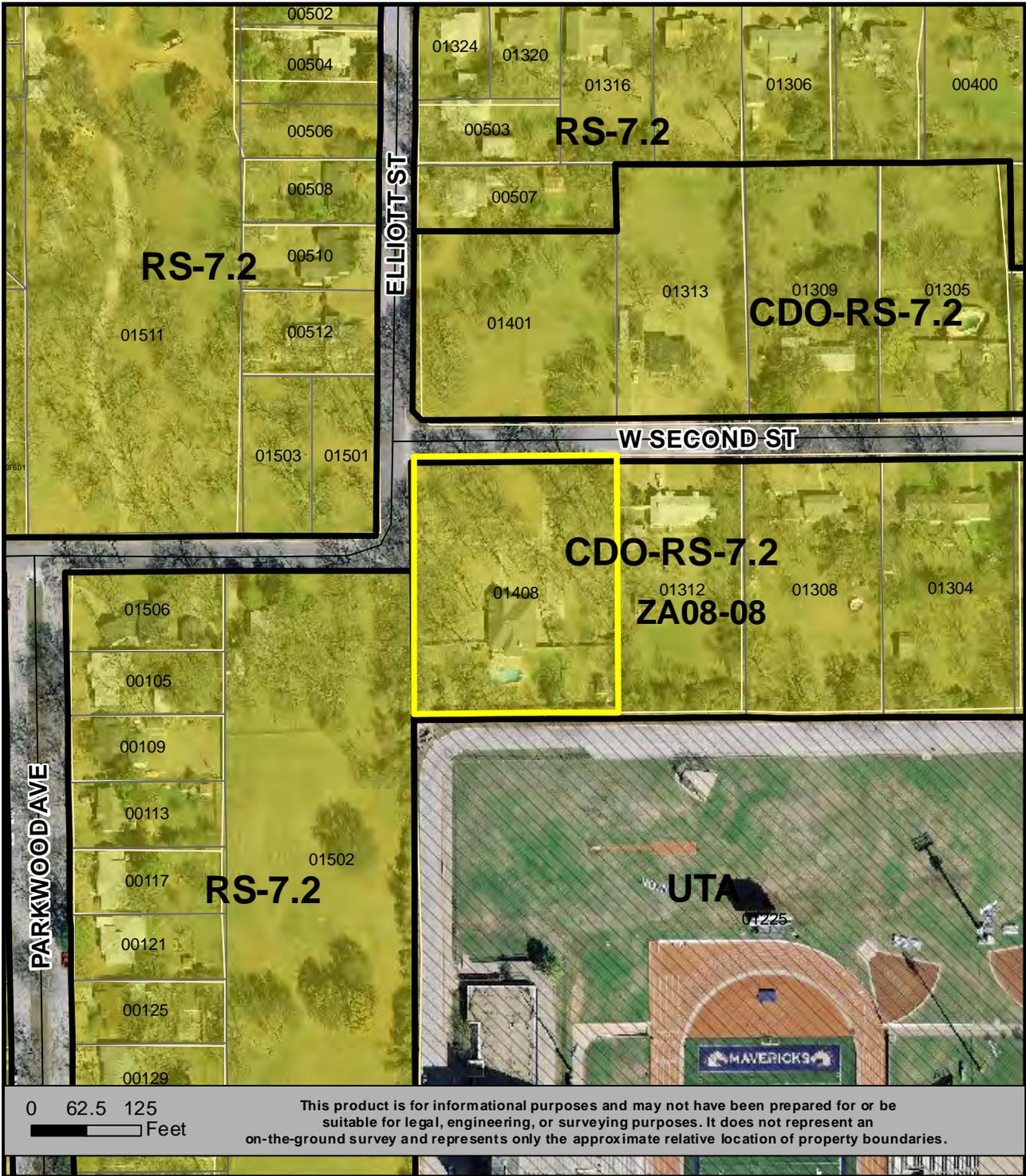
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**Allowable Uses: RESIDENTIAL SINGLE FAMILY-7.2 (RS-7.2)**

**Permitted** - Dwelling, single-family detached on minimum 7,200 Square Feet, Non-Residential on minimum 15,000 square foot lots, Assisted living facility ( $\leq 6$  residents), Community home for disabled persons, Foster family home, Foster group homes, Government administration and civic buildings, Religious assembly, Public or private school, Community garden, Public park or playground, Golf course, Utility lines, towers or metering station, garage (private), and accessory swimming pool (private).

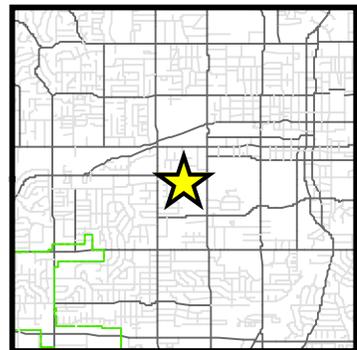
**Specific Use Permit (SUP)** - Assisted living facility ( $\geq 7$  residents), Philanthropic institution (other than listed), Bed and breakfast inn, Day care center, Country club, Marina, Airport or landing field, Gas well, Telecommunication Facilities Towers  $\leq 75$  ft., Stealth towers  $\leq 100$  ft., Telecommunication Facilities Towers  $> 75$  ft., Stealth towers  $> 100$  ft., Community center (private), and Secondary living unit.

**Conditions (C)** - Telecommunication Facilities Building-mounted antennae and towers, Accessory building, Alternative energy system, Carport, and Home-based business.



## LOCATION MAP SUP15-4

**SPECIFIC USE PERMIT FOR  
SECONDARY LIVING UNIT**



## SUP15-4

South of West Second Street and west of South Davis Drive



View of the property across West Second Street. View north.



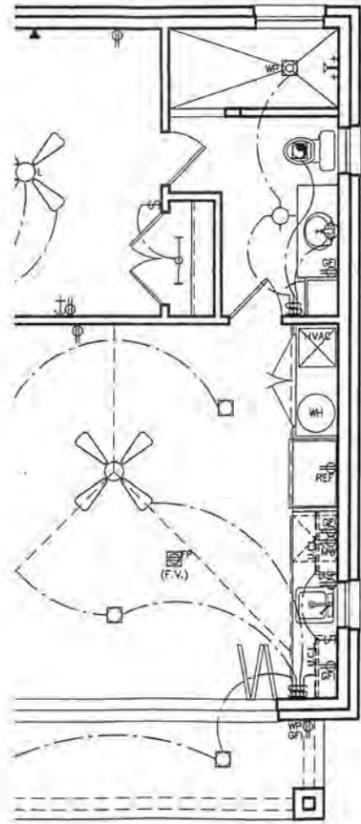
View of subject site. View south.



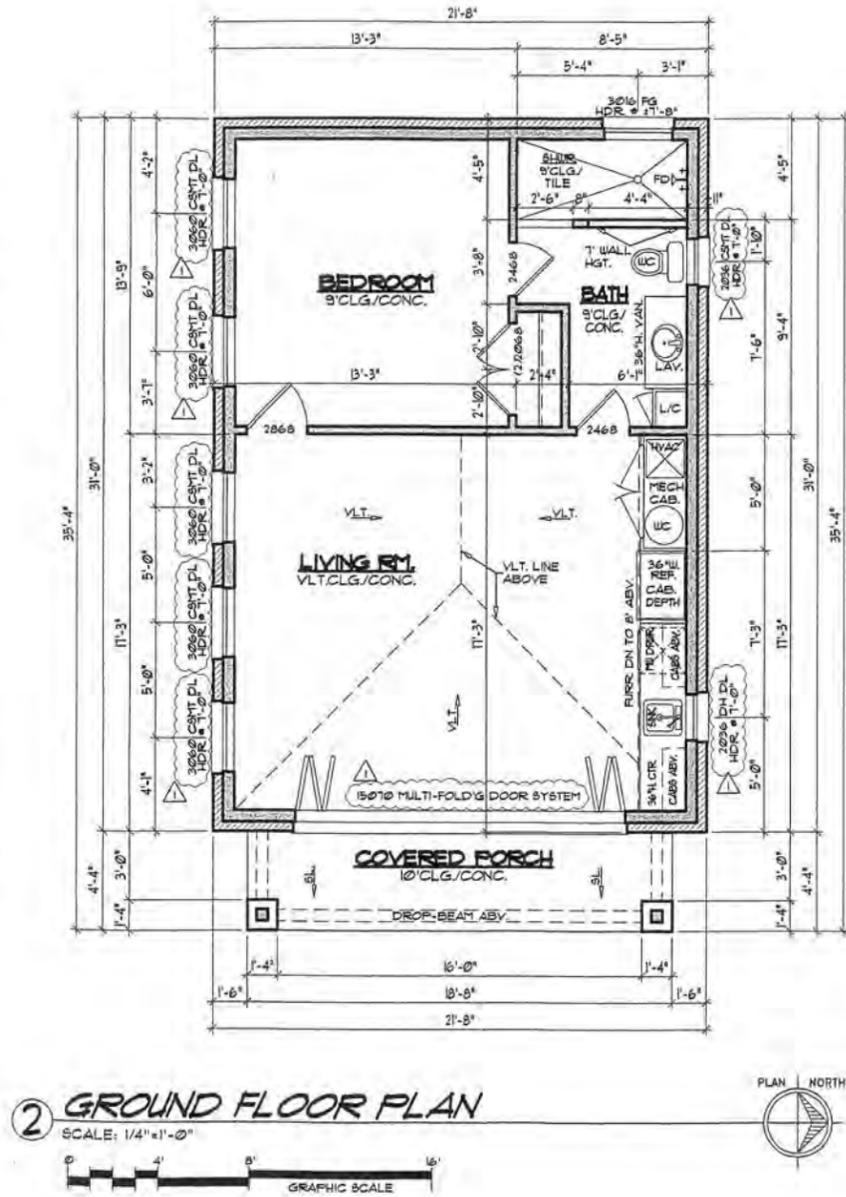
View of adjacent undeveloped residential property as seen from the subject site. View southwest.



View of adjacent undeveloped property located west of the subject site. View northwest.



2ND FLOOR  
TRICAL LAYOUT  
1'-0"

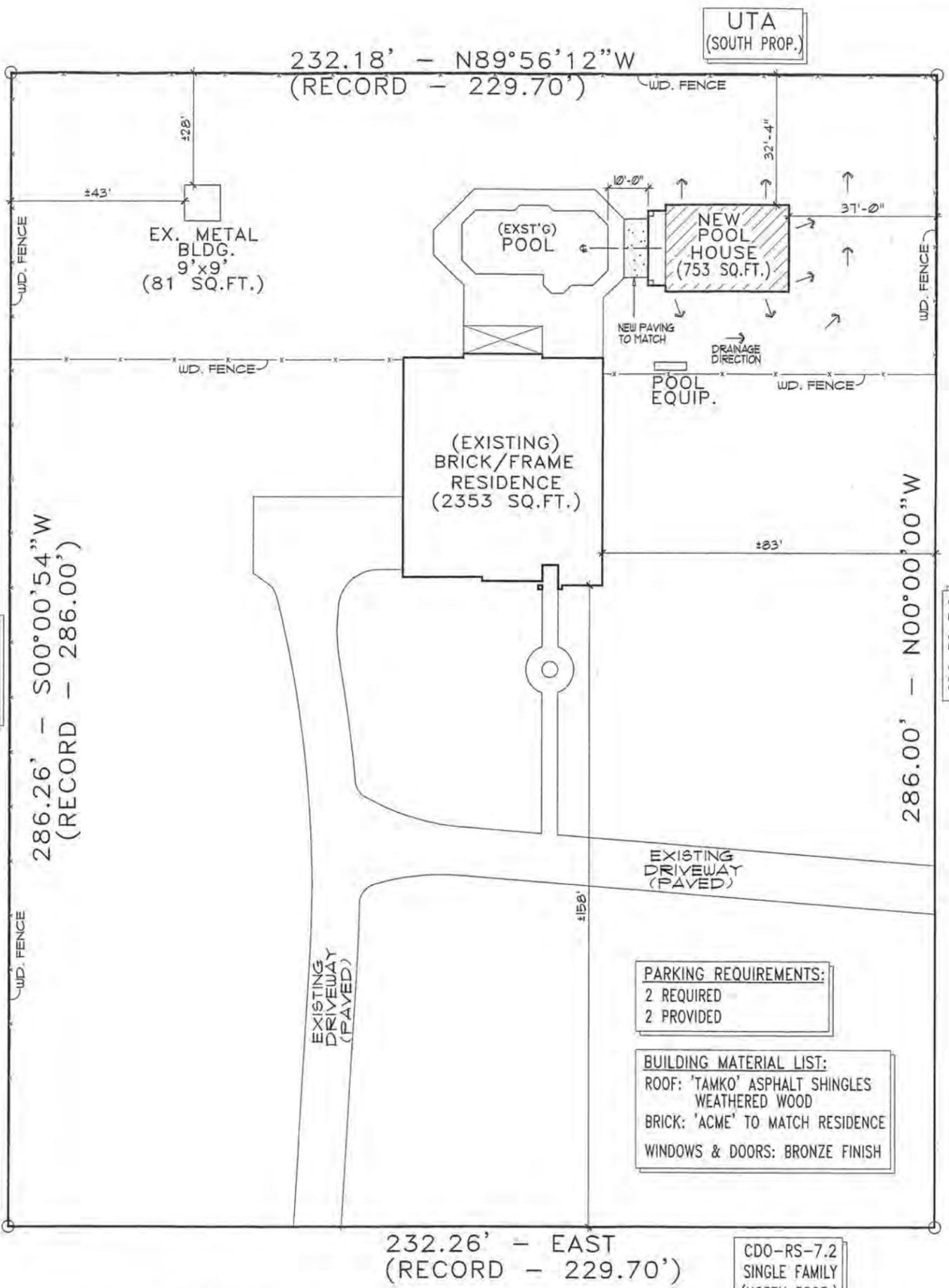


2 GROUND FLOOR PLAN  
SCALE: 1/4" = 1'-0"



CDO-RS-7.2  
SINGLE FAMILY  
(EAST PROP.)

286.26' - S00°00'54" W  
(RECORD - 286.00')



PROPERTY DESCRIPTION:  
1408 W SECOND STREET

1 SITE PLAN

PARKING REQUIREMENTS:  
2 REQUIRED  
2 PROVIDED

BUILDING MATERIAL LIST:  
ROOF: 'TAMKO' ASPHALT SHINGLES  
WEATHERED WOOD  
BRICK: 'ACME' TO MATCH RESIDENCE  
WINDOWS & DOORS: BRONZE FINISH

CDO-RS-7.2  
SINGLE FAMILY  
(NORTH PROP.)



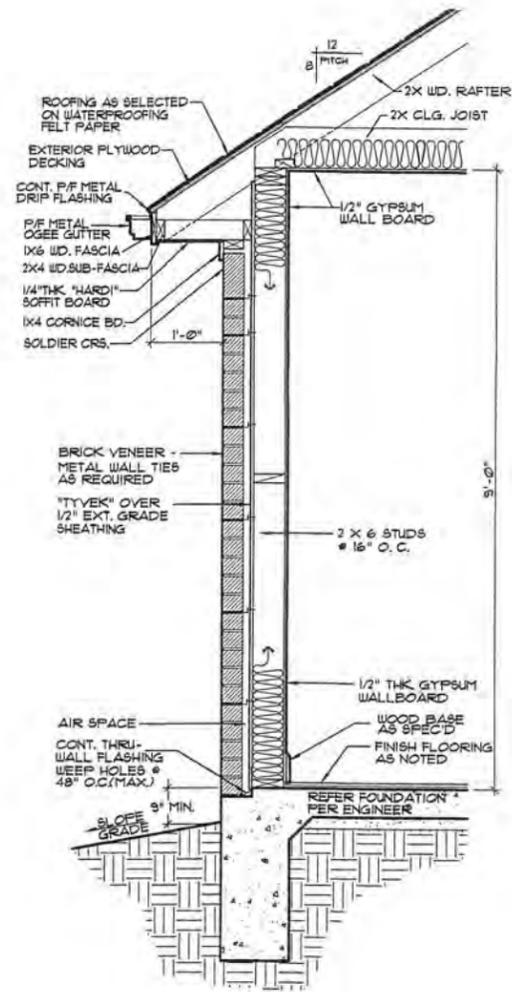
THESE DRAWINGS HAVE BEEN PREPARED FOR THE EXCLUSIVE PROPERTY OF THE DESIGNER AND ARE NOT TO BE USED IN WHOLE OR PART WITHOUT EXPRESS WRITTEN PERMISSION. UNAUTHORIZED USE OF THESE DRAWINGS WILL BE CONSIDERED A VIOLATION OF THE DESIGNER'S RIGHTS TO INTELLECTUAL PROPERTY.

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HGC  
RESIDENTIAL DEVELOPMENT  
200 N. BAILEY AVENUE, SUITE 309, FORT WORTH, TEXAS  
(817) 338-5172 FAX (817) 338-0816

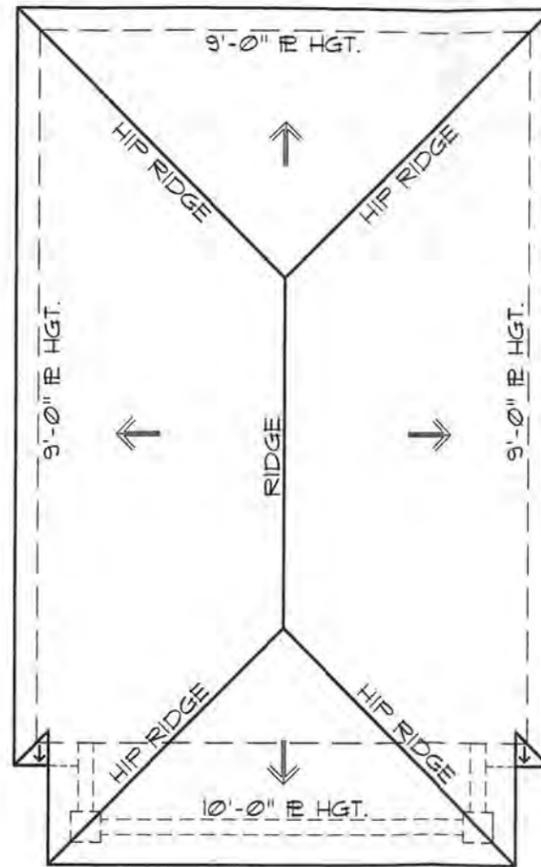
ROSENBERGER POOL HOUSE  
1408 W. SECOND STREET  
ARLINGTON, TARRANT COUNTY, TEXAS

REVISION:  
GCG  
DRAWN  
11-14-14

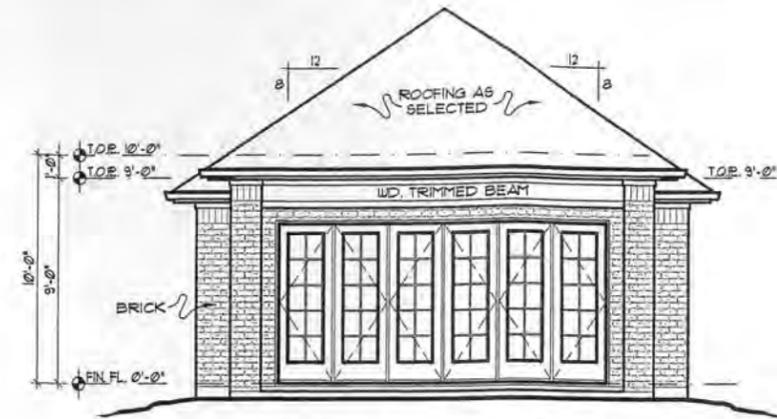


⑥ **TYPICAL WALL SECTION**  
SCALE: 3/4"=1'-0"

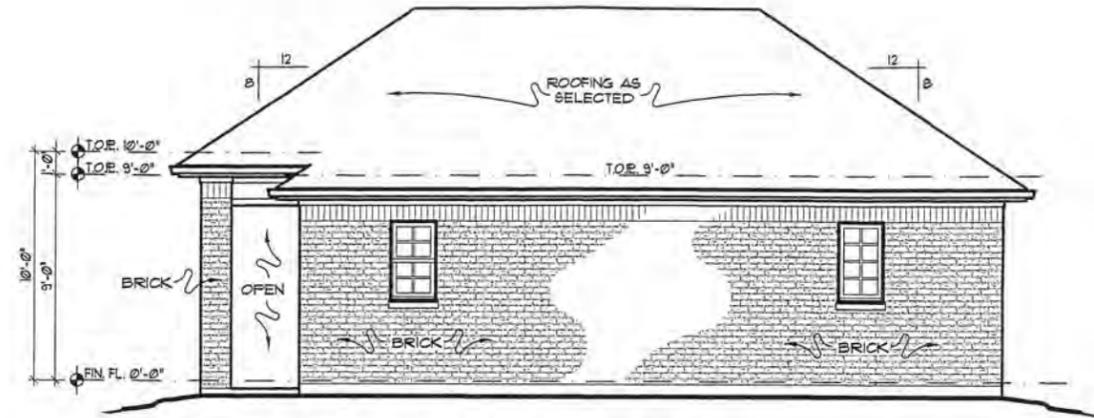
ROOF PITCH TO BE 8 : 12 UNO.  
OVERHANG TO BE 1'-0" UNO.  
FLASH ALL ROOF INTERSECTIONS AND  
VERTICAL SURFACES  
ARROWS INDICATE DIRECTION OF DRAINAGE.



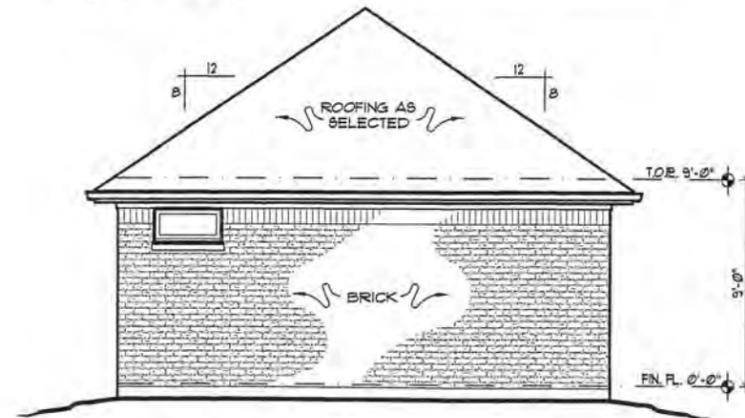
⑤ **ROOF PLAN**  
SCALE: 1/4"=1'-0"



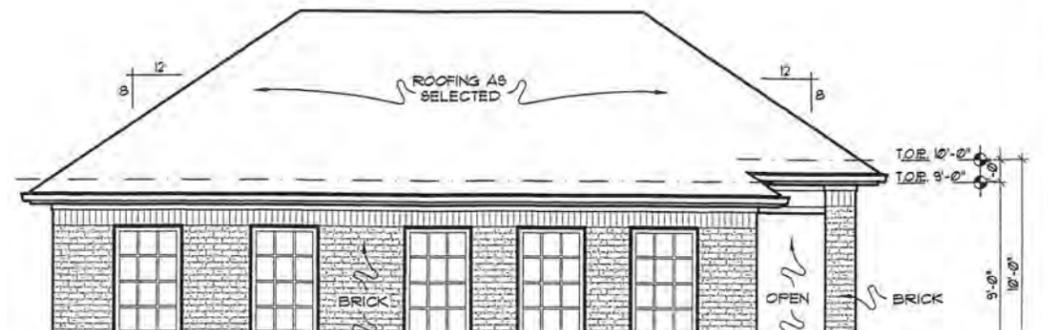
① **FRONT ELEVATION-POOL SIDE**  
SCALE: 1/4"=1'-0"



② **RIGHT-SIDE ELEVATION**  
SCALE: 1/4"=1'-0"



③ **REAR ELEVATION**  
SCALE: 1/4"=1'-0"



THESE DESIGN DRAWINGS HAVE BEEN PREPARED FOR RESIDENTIAL DEVELOPMENT ONLY. CIVIL, STRUCTURAL, MECHANICAL, AND OTHER RELATED ENGINEERING DESIGN AND SPECIFICATIONS ARE THE RESPONSIBILITY OF THE RESPECTIVE ENGINEERS. UNAUTHORIZED USE OF THESE DRAWINGS WILL BE SUBJECT TO LEGAL ACTION. ALL MEASUREMENTS SHALL BE VERIFIED BY THE CONTRACTOR DURING THE RESPECTIVE WORK. BY THE DESIGNER.

**HGC**  
RESIDENTIAL DEVELOPMENT  
200 N. BAILEY AVENUE, SUITE 309, FORT WORTH, TEXAS  
(817) 336-5172 FAX (817) 336-0816

**ROSENBERGER POOL HOUSE**  
1408 W. SECOND STREET  
ARLINGTON, TARRANT COUNTY, TEXAS

REVISION: 04-17-14  
GCG  
DRAWN  
11-14-14

# Staff Report



<b>Gateway Monument Agreement for Entertainment District Signage</b>	
City Council Meeting Date: 9-1-15	Document Being Considered: Resolution

## **RECOMMENDATION**

Approve a resolution authorizing the execution of a Gateway Monument Agreement with the Texas Department of Transportation (TxDOT) for construction of three Gateway Monument Signs.

## **PRIOR BOARD OR COUNCIL ACTION**

On September 8, 2008, the Tax Increment Reinvestment Zone Number Five Board approved Resolution No. TIRZ5 08-05, authorizing the execution of a Professional Services Contract with Post, Buckley, Schuh, and Jernigan for planning, design, and assistance with implementation of a wayfinding and identity development project within the Entertainment District.

On June 24, 2014, City Council approved Minute Order No. MO06242014-005, authorizing the execution of an amendment to an existing Professional Services Contract with Schrickel, Rollins and Associates, of Arlington, Texas, to create construction documents for the Entertainment District Monument Signage in an amount not to exceed \$93,580.

## **ANALYSIS**

The purpose of the Entertainment District Wayfinding Project is to create a quality, cohesive identity development and wayfinding signage strategy for the Entertainment District. Phase I of the project, which included vehicular wayfinding signage, was implemented in 2009. Phase II of the project, which includes monument signage, pedestrian kiosks, and the district icon, will increase district awareness among visitors and residents, increase the visibility of Entertainment District stakeholders, and define a unique brand for the Entertainment District. The City is prepared to move forward with the monument signage portion of Phase II at this time.

When the monument sign phase of the project is complete, seven monument signs will be located around the perimeter of the Entertainment District. This will include four 'Level A' signs consisting of a twenty-foot tall blade-shaped design and three 'Level B' signs consisting of a 5-foot tall fan-shaped design. One 'Level B' sign was constructed by a local business and is already in place at the southeast corner of North Cooper Street and West Road to Six Flags Street. One 'Level A' sign and two 'Level B' signs are currently under construction within City right-of-way.

This Gateway Monument Agreement pertains to the last three 'Level A' signs that will be located within TxDOT right-of-way at North Collins Street and East Copeland Road, North Collins Street and East Division Street, and East Division Street and State Highway 360. The Agreement gives the City of Arlington permission to construct the monument within the State's Right-of-Way and defines the long term maintenance that will be required for the new signage.

## **FINANCIAL IMPACT**

None

**ADDITIONAL INFORMATION**

Attached:	Resolution
	Gateway Monument Sign Interlocal Agreement
	Gateway Monument Sign Location Map
	Level A Gateway Monument Design Concept
Under separate cover:	None
Available in the City Secretary's Office:	None

**STAFF CONTACT(S)**

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Deputy City Manager  
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[Jim.Parajon@arlingtontx.gov](mailto:Jim.Parajon@arlingtontx.gov)

Alicia Winkelblech, AICP, CNU-A  
Acting Assistant Director  
Community Development and Planning  
817-459-6686  
[Alicia.Winkelblech@arlingtontx.gov](mailto:Alicia.Winkelblech@arlingtontx.gov)

Resolution No. \_\_\_\_\_

**A resolution authorizing the execution of a Gateway Monument Agreement with the Texas Department of Transportation relative to Gateway Monument Signs located within the State's right-of-way**

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

I.

That the City Manager or his designee is authorized to execute a Gateway Monument Agreement with the Texas Department of Transportation relative to Gateway Monument Signs located within the State's right-of-way at N. Collins Street and E. Copeland Road, N. Collins Street and E. Division Street, and E. Division Street and State Highway 360.

II.

A substantial copy of the Gateway Monument Agreement is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY Eddie Martin

**GATEWAY MONUMENT  
AGREEMENT**

**THE STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of Arlington, acting through its duly authorized officials, as evidenced by Resolution or Ordinance Number \_\_\_\_\_, dated \_\_\_\_\_, hereinafter called the "Local Entity".

**BACKGROUND**

The State owns and maintains a system of highways, including N. Collins Street and E. Division Street in Tarrant County, Texas, for public use and benefit. The State agrees to allow for the construction of a Gateway Monument within the State's right of way and the Local Entity agrees to construct the Monument and to conduct the long term maintenance for this structure located at N. Collins Street, just south of E. Copeland Road, at N. Collin Street and E. Division Street, and at E. Division Street, just west of State Highway 360, referred to as the "Gateway Monument," more specifically described in **Attachment "A,"** Project Map, which is attached hereto. The Local Entity will conduct the Monument's long term maintenance activities through the use of Local Entity forces, contractors, or other means satisfactory to the Local Entity and the State.

**THEREFORE,** in consideration of the mutual promises contained in this Agreement, the parties agree to the following.

**A G R E E M E N T**

**SECTION 1. PERIOD OF THE AGREEMENT**

This Agreement becomes effective when finally executed by the State and shall continue unless or until otherwise terminated as provided by this agreement.

**SECTION 2. FINANCIAL RESPONSIBILITIES**

All costs covered by this agreement including design, engineering, testing, construction, installation, access for maintenance, maintenance, labor, materials, supplies, traffic control, additional improvements, and if required, removal of the Gateway Monument, shall be the responsibility of the Local Entity.

Any administrative costs associated with the Gateway Monument that are incurred by the State, such as those related to proposal review, as well as

developing, issuing, and monitoring the Agreement for approved the Gateway Monument project shall be the responsibility of the State.

**SECTION 3. RESPONSIBILITY OF THE PARTIES**

A. The Local Entity agrees to:

1. Provide Gateway Monument design plans to the State before execution of this agreement according to TxDOT policy and, upon final approval, furnish and construct the Gateway Monument according to plans approved by the State, which are set out more specifically in **Attachment "B,"** Local Entity's Final Gateway Monument Proposal, which is attached to this Agreement, and include any other related installation items that may be required; and
2. Furnish, erect, and maintain any barricades, signs and traffic handling devices, in accordance with the latest Texas Manual of Uniform Traffic Control Devices (MUTCD) and to the satisfaction of the State related to this project, as may be required to protect the safety of the public; and
3. Conduct periodic inspections of the Gateway Monument as deemed necessary; and
4. Provide for the construction and maintenance of all associated appurtenances that are considered by the State to be a part of the project. The Local Entity further agrees to remove such items from the project's location and restore the area to the satisfaction of the State upon termination of this Agreement in accordance with Section 9.

B. The State agrees to:

1. Review and evaluate the Gateway Monument proposal submitted by the Local Entity with due consideration to safety (location, potential for motorist distraction, accessibility for maintenance, etc.), aesthetics, community support and maintainability; and
2. Coordinate with other TxDOT Divisions, as appropriate, as well as interact with the Federal Highway Administration (FHWA) for input, review and approval; and
3. Cooperate with the Local Entity to determine the requirements for barricades, signs, and traffic handling devices to be used by

the Local Entity during the construction and maintenance of the Gateway Monument; and

4. Provide maintenance access to the project location for the Local Entity or for its Contractor or group, and if possible, from outside the highway right of way; and
5. Conduct periodic inspections of the Gateway Monument as deemed necessary.

C. The Local Entity and State further agree that nothing contained in this Agreement will be construed to:

1. Give either party the power to direct and control the day-to-day activities of the other; or
2. Constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking; or
3. Allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

#### **SECTION 4. DESIGN AND PLACEMENT OF GATEWAY MONUMENTS**

A. Gateway Monuments shall be designed and placed so as to:

1. Be freestanding.
2. Feature only the letters of the community name and/or officially adopted seal.
3. Include, if required by TxDOT, approved protective graffiti coatings.
4. Be appropriate to its proposed setting and community context.
5. Be in proper size and scale with its surroundings.
6. Be composed of materials that are durable for the projected life span of the project.
7. Be located beyond the clear zone, for both main lane traffic and frontage road traffic.
8. Be located where maintenance can be safely performed, as specified in the Gateway Monument Agreement, and in conformance with TxDOT procedures.

9. Be subject to the review and approval of TxDOT in consideration of design, size, and scale for appropriate integration on urban or rural highway features.

B. Gateway Monuments shall not:

1. Be allowed within the center median areas of interstate highway rights-of-way.
2. Contain religious, political, special interest, private, or commercial messages of any sort, including, but not limited to, symbols, logos, business names, trade names, jingles, or slogans.
3. Contain any displays of any sort, advertising, decorative banners, flags, or flag poles.
4. Display telephone numbers, street addresses, or Internet addresses.
5. Interfere with airspace above the roadway.
6. Create a distraction to the motoring public; for example, the Gateway Monument shall be large enough to interpret at highway speed, but not be so large that it demands attention from the motorist.
7. Include reflective or glaring surface finishes.
8. Include illumination that impairs or distracts the vision of transportation system users. Other lighting may be permitted.
9. Display blinking or intermittent or moving lights, including changeable message signs, digital displays, or lighted static displays such as LED.
10. Include moving elements (kinetic art) or simulate movement.
11. Include water features of any sort.
12. Interfere with official traffic control devices, nor interfere with the operational right-of-way above the roadway.
13. Be placed within State right-of-way upon trees, or painted or drawn upon rocks or other existing natural features.

14. Make use of or simulate colors or combinations of colors usually reserved for official traffic control devices described in the Texas Manual on Uniform Traffic Control Devices.
15. Require the removal of trees or other vegetation for visibility, or harm trees during construction. Pruning of tree branches or roots, and removal of shrubs should be avoided.
16. Negatively impact existing highway features, including existing signs, irrigation systems, necessary drainage patterns, and facilities.

#### **SECTION 5. MAINTENANCE**

The Local Entity shall provide regularly scheduled maintenance, as described in **Attachment "B,"** the Local Entity's Final Gateway Monument Proposal, for its projected lifespan. Maintenance shall include, but not be limited to, restoration work to maintain the integrity of the approved Gateway Monument, maintenance of any associated landscaping or lighting, and graffiti removal. Gateway Monuments shall be kept clean, free of graffiti, and in good repair. Graffiti removal shall conform to the most current TxDOT policies and guidelines, which require prompt removal of offensive messages and timely removal of all other graffiti. Maintenance practices of the Local Entity or its agent shall protect air and water quality as required by federal and state law.

#### **SECTION 6. MONUMENT REMOVAL**

The Local Entity shall remove the Gateway Monument covered by this agreement, if in the opinion of TxDOT, it creates safety or operational concerns due to deterioration or inadequate maintenance or upon termination of the main Gateway Monument Agreement. TxDOT will notify the Local Entity when it has determined that the Gateway Monument requires special attention. In the event the Local Entity fails to maintain, repair, rehabilitate, or remove the Gateway Monument in a timely manner, TxDOT may choose to remove the Gateway Monument after thirty (30) days following notification to the Local Entity, and bill the Local Entity for all costs of removal and restoration of the area.

TxDOT reserves the right to remove the Gateway Monument due to construction, rehabilitation, violation of the terms of this agreement, or other necessary activities affecting the transportation facilities without any obligation, compensation to, or approval of the Local Entity. TxDOT will strive to notify the Local Entity of its intent to remove the Gateway Monument to allow for timely removal and salvage by the Local Entity, if possible.

TxDOT reserves the right to remove or alter any Gateway Monument that presents an immediate safety hazard to the public without delay or advanced notification to the Local Entity.

**SECTION 7. USE OF CONTRACTOR OR GROUP**

The Local Entity shall have the right to engage any responsible Contractor or group to perform or provide any portion of the Local Entity's Gateway Monument activities specified in this Agreement. However, notwithstanding this provision, the Local Entity shall continue to remain responsible to the State to ensure performance of all its duties and responsibilities specified in this Agreement. The Local Entity shall ensure that any Contractor or group complies with all provisions of this agreement, and federal, state, and local laws, and regulations as may be applicable.

In the event the Local Entity engages a Contractor to perform Gateway Monument construction or maintenance activities under this Agreement, the Local Entity shall ensure that said Contractor shall indemnify the State for any and all damages and claims for damages by said Contractor, its employees, agents, or representatives, including any claims resulting from bodily injury or death to others, or, for loss of or damage to property of others, arising out of, incident to, or in any manner connected to Gateway Monument construction or maintenance activities, and, for any or all liability arising from the negligent acts of said Contractor, its employees, agents, or representatives.

In the event the Local Entity engages and approves a responsible group to perform Gateway Monument construction or maintenance activities under this Agreement, the Local Entity shall require and ensure that said Contractor or group follow all the terms of this Agreement as well as all Attachments.

**SECTION 8. INDEMNIFICATION**

- A. The Local Entity and the State each acknowledge responsibility for the acts, deeds, errors and omissions of its own employees. The parties agree that the Texas Tort Claims Act pertaining to governmental liability for tortious conduct and/or property damage shall apply to this Agreement.
  
- B. The Local Entity shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees, which may be incurred by the State in litigation or otherwise resisting a claim or liabilities that may be imposed on the State as a result of error, omission, or act of the Local Entity, its agents, or its employees.

**SECTION 9. TERMINATION**

This Agreement may be terminated under any of the following conditions:

- A. By mutual written agreement and consent of both parties; or
  
- B. By either party upon giving the other party thirty (30) days prior written notice; or

- C. By the State, in the event the State determines that the Gateway Monument is not in the best interest of the traveling public.

If either party terminates this Agreement, as provided herein, the Local Entity will be responsible for repair or removal of the Gateway Monument. In the event that the Local Entity does not provide the repair or removal services, the State may remove or repair the Gateway Monument and shall be entitled to reimbursement from the Local Entity for any reasonable costs incurred by the State to restore the State's right of way to its original condition.

**SECTION 10. AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be executed by both parties.

**SECTION 11. AUDIT**

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

**SECTION 12. SUCCESSORS AND ASSIGNS**

Subject to the provisions of Section 7, the Local Entity shall not assign or otherwise transfer its rights and obligations under this Agreement except with prior written consent of the State, and any prohibited assignment or transfer shall be null and void.

**SECTION 13. REMEDIES**

This Agreement shall not be considered as specifying the exclusive remedy for any default. All legal remedies may be pursued by either party and shall be cumulative.

**SECTION 14. INSURANCE**

If this agreement authorizes the Local Entity or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on the State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**SECTION 15. NOTICES**

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

<p><b>STATE :</b>                  Texas Department of Transportation                  District Engineer                  (mailing address) _____                  _____                  _____, Texas _____</p>	<p><b>LOCAL ENTITY:</b>                  City of _____                  Attn: _____                  _____                  _____</p>
--	---

**SECTION 16. GRATUITIES**

Texas Transportation Commission policy mandates that employees of the State shall not accept any benefits, gifts, or favors from any person doing business or who reasonably speaking may do business with the State under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received advanced written approval of the Texas Department of Transportation Executive Director. Any person doing business with or who may reasonably speaking do business with the State under this Agreement may not make any offer of benefits, gifts or favors to State employees, except as mentioned here above. Failure on the part of the Local Entity to adhere to this policy may result in the termination of this Agreement.

**SECTION 17. SIGNATORY WARRANTY**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**SECTION 18. INCORPORATION OF PROVISIONS**

Attachments "A" and "B" are made part of this contract. The parties shall comply with the provisions of Attachments "A" and "B" as if they were set forth in full within the body of this contract.

**THEREFORE**, the Parties have executed this Agreement in duplicate originals.

**THE CITY OF** \_\_\_\_\_

**THE STATE OF TEXAS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by The Texas Transportation Commission

Attest: \_\_\_\_\_

City Clerk

By: \_\_\_\_\_

District Engineer

\_\_\_\_\_ District

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

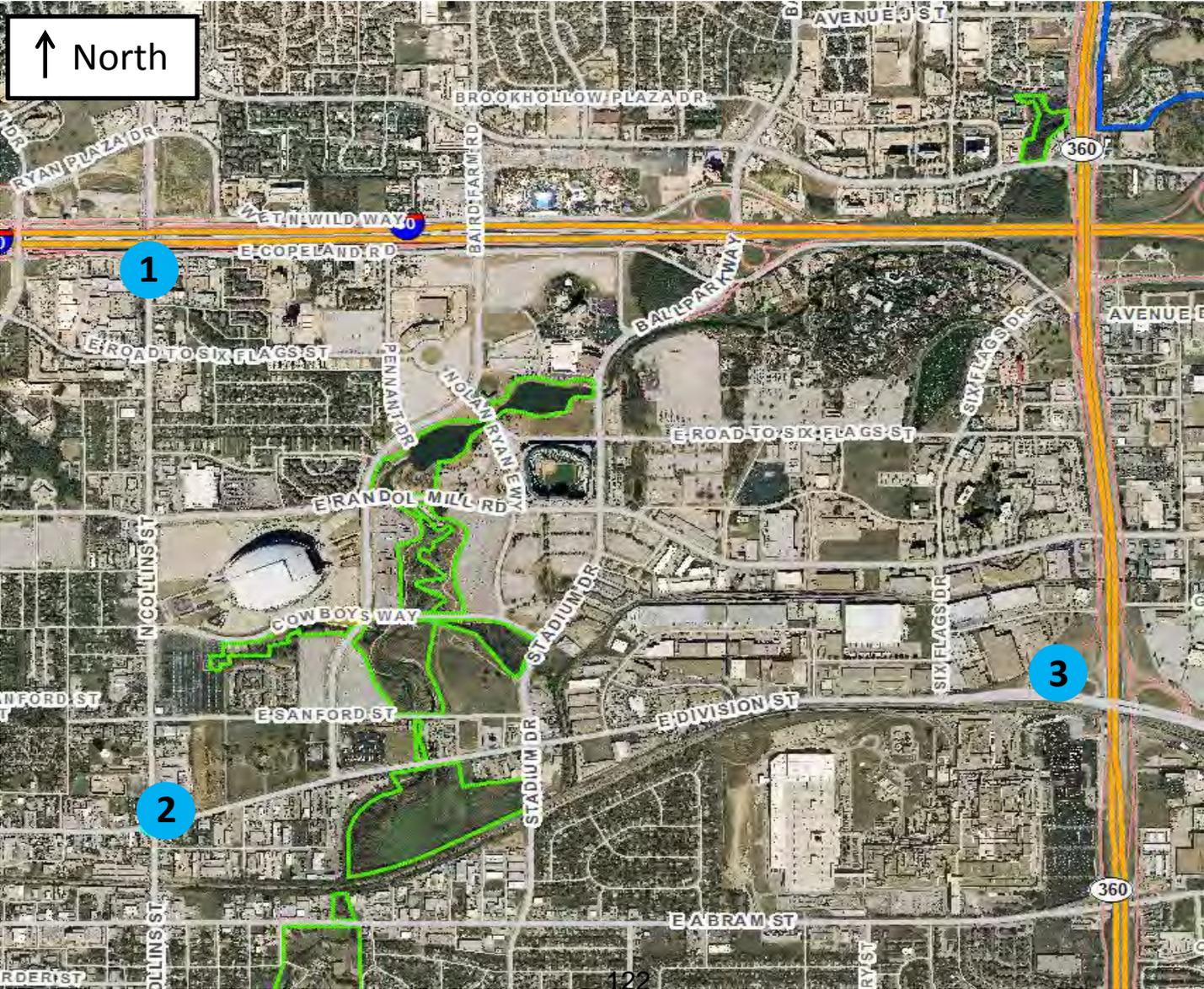
**List of Attachments:**

**“A” – Project Map for Gateway Monument**

**“B” - Local Entity’s Final Gateway Monument Proposal**

# Attachment A

## Entertainment District Gateway Monuments within TxDOT ROW



## Attachment B

### Gateway Monument Proposal

Plans currently under review by TxDOT.

Construct three "Level A" Gateway Monument Signs at the following locations within TxDOT Right-of-Way.

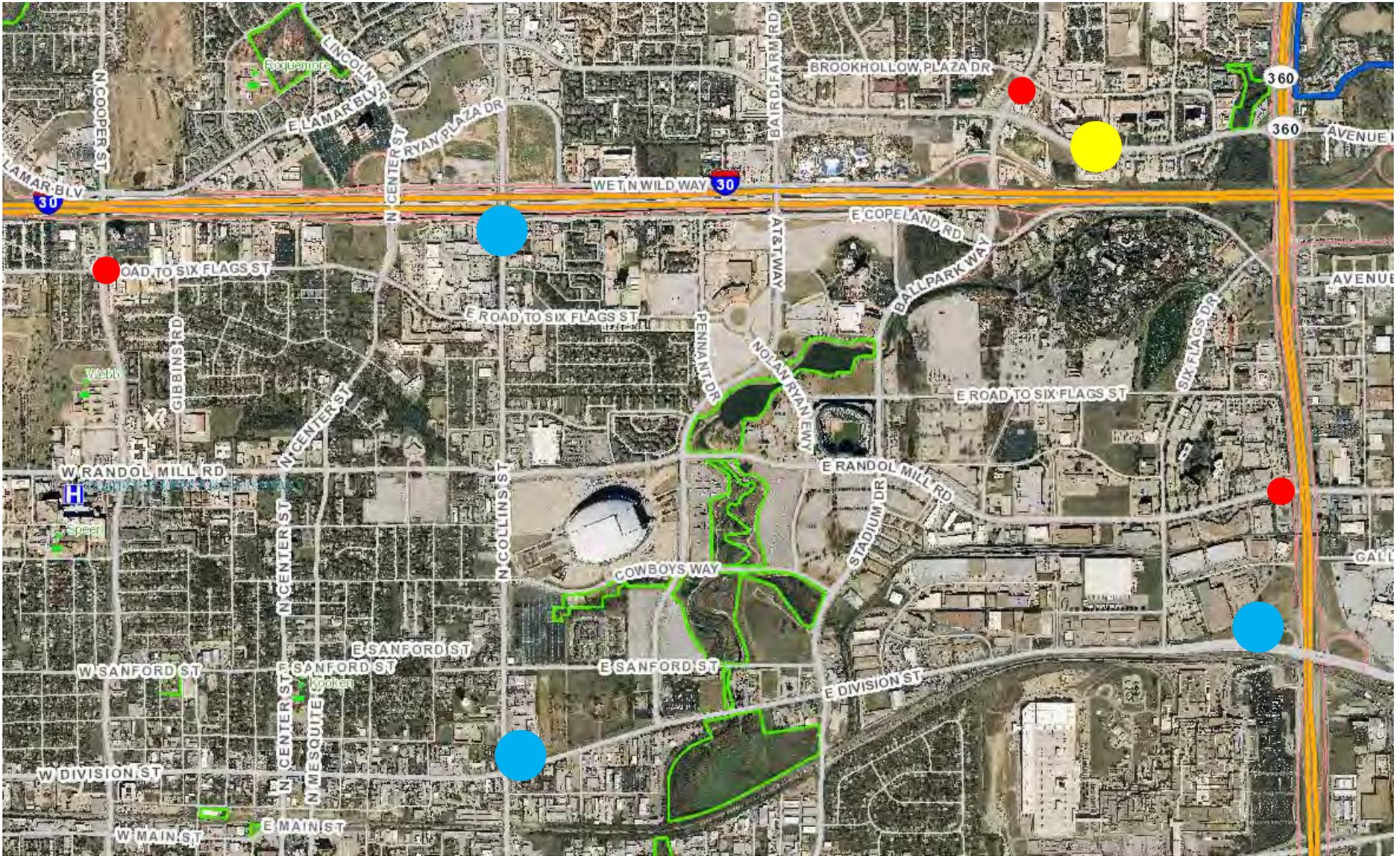
- N. Collins Street, just south of E. Copeland Road
- N. Collins Street and E. Division Street
- E. Division Street, just west of State Highway 360

Design Concept:

#### Design Concepts



# Entertainment District Gateway Monument Sign Location Map



Level A sign (TxDOT ROW)



Level A sign (COA ROW)

Level B sign

# Design Concepts



Day-Time View

Night-Time View

Gateway Entrance Monument Level A  
Not To Scale

**DESIGN INTENT  
ONLY DRAWINGS**

**NOT FOR  
CONSTRUCTION**

# Staff Report



<b>Zoning Case PD15-6 (U.S. 287 Business Highway)</b>	
City Council Meeting Date: 9-1-15	Document Being Considered: Ordinance

**RECOMMENDATION**

Following the public hearing, consider Zoning Case PD15-6, with a Development Plan.

**PRIOR BOARD OR COUNCIL ACTION**

On August 19, 2015, the Planning and Zoning Commission recommended approval of Zoning Case PD15-6 by a vote of 8-0-0.

**ANALYSIS**

**Request**

The applicant is proposing to change the zoning on approximately 0.9 acres of land addressed at 7505 U.S. 287 Business Highway, generally located north of Hudson Cemetery Road and west of Mansfield Cardinal Road.

Current zoning: Village on the Green at Tierra Verde (VG)  
 Requested zoning: Planned Development (PD) for limited General Commercial (GC) uses, with a Development Plan

The subject property is currently developed with an abandoned gas station. The applicant is proposing to use the site as a 'nursery, garden shop, or plant sales'. Per the Unified Development Code (UDC), Nursery, Garden Shop, or Plant Sales is defined as:

*A facility or area for the growing, display, or sale of plant stock, seeds, or other horticulture items. This use may include raising plants outdoors or in greenhouses for sale either as food or for use in landscaping. Examples include but are not limited to nurseries, flower raising, orchards, or vineyards.*

VG zoning provides for a limited number of commercial and industrial uses. Permitted uses include; Golf course, Utility lines-towers or metering station, and Telecommunication Facilities Building-mounted antennae and towers. Uses requiring a Specific Use Permit (SUP) include; Stables-commercial, Bed and breakfast inn, Country club, Airport or landing field, Gas well, Telecommunication Facilities Towers ≤75 ft Stealth towers ≤100 ft, and Telecommunication Facilities Towers >75 ft Stealth towers >100 ft.

The applicant proposes to only sell and distribute sod at this time. Additionally, the applicant proposes to exclude several GC uses; however, should this PD be approved GC zoning allows for additional commercial and industrial uses, which are identified in the Itemized Allowable Uses (attachment ii).

Development Standards	Development Plan Proposal	Deviation
<b>Landscape Setback along U.S. 287 Business Hwy</b>		
i. Width: a. Minimum 20-foot	Provided 10 feet within property and 10 feet in ROW	Yes
ii. Trees: a. One 4" caliper tree per 45 linear feet	Provided. Currently, there is existing pavement all along frontage, except for a 36 feet island. The applicant proposes to extend that island to 50 linear feet.	No

<p>iii. Plants:</p> <ul style="list-style-type: none"> <li>- 16 plants per 50 linear feet</li> <li>- At least 50 percent of the plants in the landscape setback shall be evergreen shrubs.</li> <li>- A minimum of 25 percent of all required trees and 25 percent of all required plants shall be drought-tolerant native or adapted species.</li> <li>- No more than 40% of grass cover allowed</li> </ul>	<ul style="list-style-type: none"> <li>- 50 plants installed in a 50' X 20' bed</li> <li>- 10% Autumn Sage</li> <li>- 100% drought tolerant (perennial)</li> <li>- None proposed</li> </ul>	<p>Exceeds three of the four requirements, except for the % of evergreen species</p>
<b>Off-street Parking and loading</b>		
<ul style="list-style-type: none"> <li>- Office or administrative area, 2 per 1,000 square feet GFA.</li> <li>- Outdoor sales, display, or storage area (less than 3,000 square feet), 1.25 per 1,000 square feet GFA</li> </ul>	<p>Six spaces provided Office area= 900sq.ft. (2)</p> <p>Based on maximum area allowed:</p> <p>Outside display=2000sq.ft. + Outside Storage=15,700sq.ft. (20)</p>	<p>Yes</p>
<b>Outside Storage/ Nursery, Garden Shop, or Plant Sales</b>		
<p>In the CC, GC, and HC districts, a maximum of 40 percent of the lot area may be used for accessory outside storage provided that:</p> <ol style="list-style-type: none"> <li>a. It is not allowed in any portion of the lot between a public street and the face(s) of the building.</li> <li>b. Outside storage shall be screened from view of public streets by a screening device of not less than eight feet in height. Screening of outside storage areas shall be constructed of the same materials as the building facade.</li> <li>c. No materials stored shall be stacked above the top of the screening device.</li> </ol>	<p>Will comply</p> <p>Proposed 8-foot tall wood fence with a cap.</p> <p>Will comply</p>	<p>Meets the height requirement, but does not meet the material requirement (since the building façade is made of brick and wood)</p>

- The applicant proposes to remove the existing canopy and pole sign currently located on the site.
- The applicant will paint and use the existing structure as their office.

**Adjacent Land Uses**

This property is located on the western city limit line directly across from the City of Kennedale. The properties to the south and east are developed and zoned VG. The property to the north is developed and zoned Industrial Manufacturing (IM). All of the surrounding properties are currently developed as outdoor salvage yards.

**Sector Plan Conformity**

The subject site is zoned Village on the Green at Tierra Verde (VG). The VG district is intended to be an environmentally sustainable community memorable for its rural character, village-like atmosphere, mix of high quality housing options, and complementary commercial activity.

The proposed zoning change from VG to PD for GC uses is requested to allow the subject site to be used as a nursery. The GC district is intended primarily to provide sites for a broad range of commercial uses including automobile sales and services, car washes, restaurants, offices, warehousing, and commercial services.

The development trend established in this area is not consistent with the development goals of this area. While current uses in this area are intense industrial uses, the Southwest Sector Plan recommended a strategy which requires zoning change requests for GC or higher to go through the Planned Development process with orientation to U.S. Business 287 Highway, and significant buffering on Mansfield Cardinal Road.

The PD request at this site will allow for a less intense nursery use, while preventing future developments that are more intense uses and not in compliance with current initiatives in this area. The proposed zoning change is in general compliance with the Comprehensive Plan.

**FINANCIAL IMPACT**

None

**ADDITIONAL INFORMATION**

Attached:	Ordinance with Exhibits A and B Case Information with P&Z Summary Site Plan (5 pages)
Under separate cover:	None
Available in the City Secretary's office:	None

**STAFF CONTACTS**

Gincy Thoppil, AICP Development Planning Manager Community Development and Planning 817-459-6662 <a href="mailto:Gincy.Thoppil@arlingtontx.gov">Gincy.Thoppil@arlingtontx.gov</a>	Kevin Charles Senior Planner Community Development and Planning 817-459-6515 <a href="mailto:Kevin.Charles@arlingtontx.gov">Kevin.Charles@arlingtontx.gov</a>
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**Ordinance No. 15-**

**An ordinance changing the zoning classification on certain property known as 7505 U.S. 287 Business Highway, to Planned Development (PD) for limited General Commercial (GC) uses, with a Development Plan; amending the Zoning District Map accordingly; authorizing the building official to issue permits upon the effective date; providing for a fine of up to \$2,000.00 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, and publication; and providing an effective date.**

WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of Zoning Case PD15-6 on August 19, 2015; and

WHEREAS, after notice and public hearing, and upon consideration of the recommendation of the Commission and of all testimony and information submitted during the public hearing, the City Council has determined that it is in the best interest of the public and in support of the health, safety, morals, and general welfare of the citizens that the zoning amendment be approved. Now therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

1.

The zoning classification of certain property known as 7505 U.S. 287 Business Highway, described in Exhibit A, is hereby changed to Planned Development (PD) for limited General Commercial (GC) uses, with a Development Plan, by the approval of PD15-6, and the Zoning District Map shall be amended to reflect the zoning change made by this ordinance. Development and use of the property shall be in compliance with this ordinance and the attached Development Plan.

2.

The Building Official is hereby authorized and directed to issue permits in compliance with this ordinance, including all exhibits attached to this ordinance, immediately after the effective date of this ordinance. In the event of a conflict between the provisions in Exhibit B and the provisions in any other exhibit, the provisions in Exhibit B control.

3.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Thousand Dollars and No Cents (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

4.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

5.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

6.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

7.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

8.

The caption and penalty of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, Texas, in compliance with the provisions of

2

Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

9.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the 1st day of September, 2015 at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 15th day of September, 2015 by a vote of \_\_\_ ayes and \_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY \_\_\_\_\_

PD15-6  
EXHIBIT "A"

BEING approximately .957 acres of land with frontage on U.S. 287 Business Highway, and is commonly known as 7505 U.S. 287 Business Highway, of the Jesse Russell Addition, an addition to the City of Arlington, Texas;

BEGINNING at a stake in the south line of Old Fort Worth and Mansfield road 2855 feet southeasterly from the northeast corner of a tract of land deeded to McElvaney, said corner being the northwest corner of a 3.72 acre tract of land as shown in volume 1999, Page 117, deed Records, Tarrant County, Texas;

THENCE south 24 degrees west of the west line of said 3.72 acre tract of land and fence line 838.4 feet a stake, the Place of Beginning of the land to be described:

THENCE south 24 degrees west of the west line of said 3.72 acre tract of land and fence line 241.6 feet a stake in the east line of U.S. Highway No. 287 the southwest corner of said 3.72 acre tract;

THENCE south 42 degrees east with the east line of said Highway 157 feet a stake, the southeast corner of said 3.72 acre tract and the southwest corner of a 5 acre tract of land shown in volume 1884, Page 510, Deed records, of Tarrant County, Texas;

THENCE north 24 degrees east with the west line of said 5 acre tract 305.4 feet a stake;

THENCE north 66 degrees west 145 feet to the PLACE OF BEGINNING and containing approximately 0.9 of an acre of land.

AND being generally located north of Hudson Cemetery Road and west of Mansfield Cardinal Road.

PD15-6  
EXHIBIT "B"

1. The rezoning request shall be PD for GC uses, limited to Nursery. The Nursery use shall be limited to the sale and distribution of sod.
2. The following uses are to be excluded from this Planned Development:  

Emergency shelter, Motor vehicle rental, Motor vehicle sales new, Motor vehicle sales uses, Gasoline sales, Auto service center, Car wash, Tattoo parlor or piercing studio, Boat and accessory sales rental and service, Massage therapy clinic, Firearm sales, Pawn shop, Second-hand goods store, Nightclub, Hospital-psychiatric, Bingo parlor, Billiard parlor, Bowling alley, Medical or scientific research laboratory, Bail bond service, Airport or landing field, Banquet hall, Specialty paraphernalia sales, Package liquor store, and Private club.
3. The existing building is 900 square feet in size.
4. An eight-foot tall screening fence shall be constructed of Cedar wood, board-on-board with cap. Masonry columns shall be installed on either side of the gates, located on both sides of the building. The columns shall match the color of the existing structure.
5. Deviations to the Unified Development Code (UDC) standards:
  - i. The required 20-foot landscape setback buffer is not able to be installed due to the existing condition of the site. The applicant shall provide 10 feet within property.
  - ii. At least 50 percent of the plants in the landscape setback shall be evergreen shrubs. The applicant shall install 10 percent evergreen shrubs in the landscape setback.
  - iii. Based on the use and the percentage of outside display and storage allowed, this site requires 22 parking spaces. Six parking spaces shall be provided.
  - iv. At least 50 percent of the plants in the landscape setback shall be evergreen shrubs.
6. The applicant proposes to remove the existing canopy and pole sign currently located on the site.

7. The applicant will paint and use the existing structure as their office.
8. Use and development of the property shall be in compliance with the Development Plan.
9. In the event of a conflict between the provisions in this Exhibit B and any other exhibits to this ordinance, the provisions of Exhibit B control.

# Case Information



**Applicant:** Andrew Davis

**Property Owner:** Mostafa Farahani

**Sector Plan:** Southwest

**Council District:** 2

**Allowable Uses:** All uses as itemized in attachment ii.

**Development History:** The subject site is not platted.

No previous zoning cases have occurred in the general vicinity within the past five years.

**Transportation:** The proposed development has one point of access from U.S. 287 Business Highway.

Thoroughfare	Existing	Proposed
U.S. 287 Business Highway	120-foot, 2-lane undivided State Highway	120-foot, 2-lane undivided State Highway

**Traffic Impact:** This property has frontage on US 287 Business Highway. That roadway is in Mansfield City Limits, and is a state owned facility. The approximate right-of-way width is 120 ft.

Due to there being no active use at this location, a change in zoning will increase the average daily trips by 96, with an addition of 9 trips during the a.m. peak hour and 10 trips during p.m. peak hour. The additional trips will not significantly impact/will benefit the adjacent roadway systems

**Water & Sewer:** Water is available to the site. There is a 6" water main that runs adjacent to the site in the U.S. 287 Business Hwy. right-of-way.

Sanitary sewer does not serve this site. The applicant will have to extend the sanitary sewer line to the property in order to serve the site. The nearest sewer service is approximately 215 feet from the western property line. There is a manhole on the north side of the U.S. 287 Business Hwy. ROW where an 8" sanitary sewer service line terminates.

**Drainage:** This property is in the Rush Creek Drainage Basin. The site has no portion within the FEMA floodplain. No significant drainage impacts are expected to result from development of this site as long as applicant complies with all relevant City ordinances.

# Case Information



**Fire:** Fire Station Number 13, located at 7000 Russell Curry Road, provides protection to this site. The estimated fire response time is less than five minutes, which is in keeping with recommended standards.

**School District:** KISD Independent School District.  
  
The proposed zoning request is located in the Kennedale Independent School District and has no impact on the schools serving this site.

**Notices Sent:**  
Neighborhood Associations: ACTION North  
Arlington Alliance for Responsible Government  
Arlington Chamber of Commerce  
East Arlington Review  
Far South Arlington Neighborhood Assn  
Forest Hills HOA  
Northern Arlington Ambience  
WeCan (West Citizen Action Network)  
Kennedale ISD

Property Owners: 5  
Letters of Support: 0  
Letter of Opposition: 0

## PLANNING AND ZONING COMMISSION SUMMARY:

### Public Hearing: August 19, 2015

Zoning Case PD15-6 (U.S. 287 Business Highway – 7505 U.S. 287 Business Highway)

Application to change the zoning on approximately 0.9 acres from Village on the Green at Tierra Verde (VG) to Planned Development (PD) for General Commercial (GC) uses with exclusions; generally located north of Hudson Cemetery Road and west of Mansfield Cardinal Road.

Present to speak in support of this case was Andrew Davis, 4811 Slide Rock Court, Mansfield, 76063.

Commissioner Talambas moved to Approve Zoning Case PD15-6 with the following stipulations:

- The rezoning request shall be "PD for GC uses, limited to Nursery".
- The Nursery use shall be limited to the sale and distribution of sod.
  - The eight-foot tall screening fence shall be constructed of Cedar wood, board-on-board with cap. Masonry columns shall be installed on either side of the gates, located on both sides of the building. The columns shall match the color of the existing structure.

Seconded by Commissioner Ron Smith, the motion was approved by a vote of 8-0-0.

**APPROVED**

# Itemized Allowable Uses



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## Allowable Uses: GENERAL COMMERCIAL

**Permitted** – Nursing Home, Art gallery or museum, Government administration and civic buildings, Mortuary ,crematory, funeral chapel, Philanthropic institution (other than listed), Religious assembly, Business school, Public or private school, trade school, University/college/seminary, Hospital, Medical or dental office or clinic, Community garden, Public park or playground, crop production, , Catering service, Restaurant, Restaurant, take-out and delivery only, Office, business or professional, Telemarketing call center, Day care center, General personal services (other than listed), Private club, lodge, fraternal organization, Recreation, indoor (other than listed), Skating rink, Theatre indoor, Wedding chapel, country club, golf course, General retail store (other than listed), Swimming pool, spa and accessory sales and service, Food processing, Micro-brewery, distillery, or winery, Transit passenger terminal, Radio or TV station or studio, Utility lines, towers or metering station, wholesale supply business

**Specific Use Permit (SUP)** –Hotel, limited service, Residence hotel, Major tourist attraction, Recreation general outdoor (other than listed), Gas well, Utility installation other than listed, Electric utility substation, generating plant, Utility station other than listed, Telecommunication Facilities Towers >75 ft., Stealth towers >100 ft., Self-storage facility

**Conditions (C)** – Kennel commercial, Veterinary clinic, Financial services, Restaurant with drive-through, Nursery, garden shop or plant sales, Sidewalk café, Hotel, full service, Building and landscaping materials and lumber sales, Custom and craft work, Telecommunication Facilities Building-mounted antennae and towers, Telecommunication Facilities Towers ≤75 ft., Stealth towers ≤100 ft.

**Excluded Uses:** Emergency shelter, Motor vehicle rental, Motor vehicle sales new, Motor vehicle sales uses, Gasoline sales, Auto service center, Car wash, Tattoo parlor or piercing studio, Boat and accessory sales rental and service, Massage therapy clinic, Firearm sales, Pawn shop, Second-hand goods store, Nightclub, Hospital-psychiatric, Bingo parlor, Billiard parlor, Bowling alley, Medical or scientific research laboratory, Bail bond service, Airport or landing field, Banquet hall, Specialty paraphernalia sales, and Package liquor store



**LOCATION MAP  
PD15-6**

 "VG to PD for GC uses with exclusions"  
0.9 ACRES





**PD 15-6**

North of Hudson Cemetery Road and west of Mansfield Cardinal Road



View of the property across U.S. 287 Business Highway. View southwest.



View of subject site. View northeast.



View of adjacent property as seen from the subject site. View southwest.



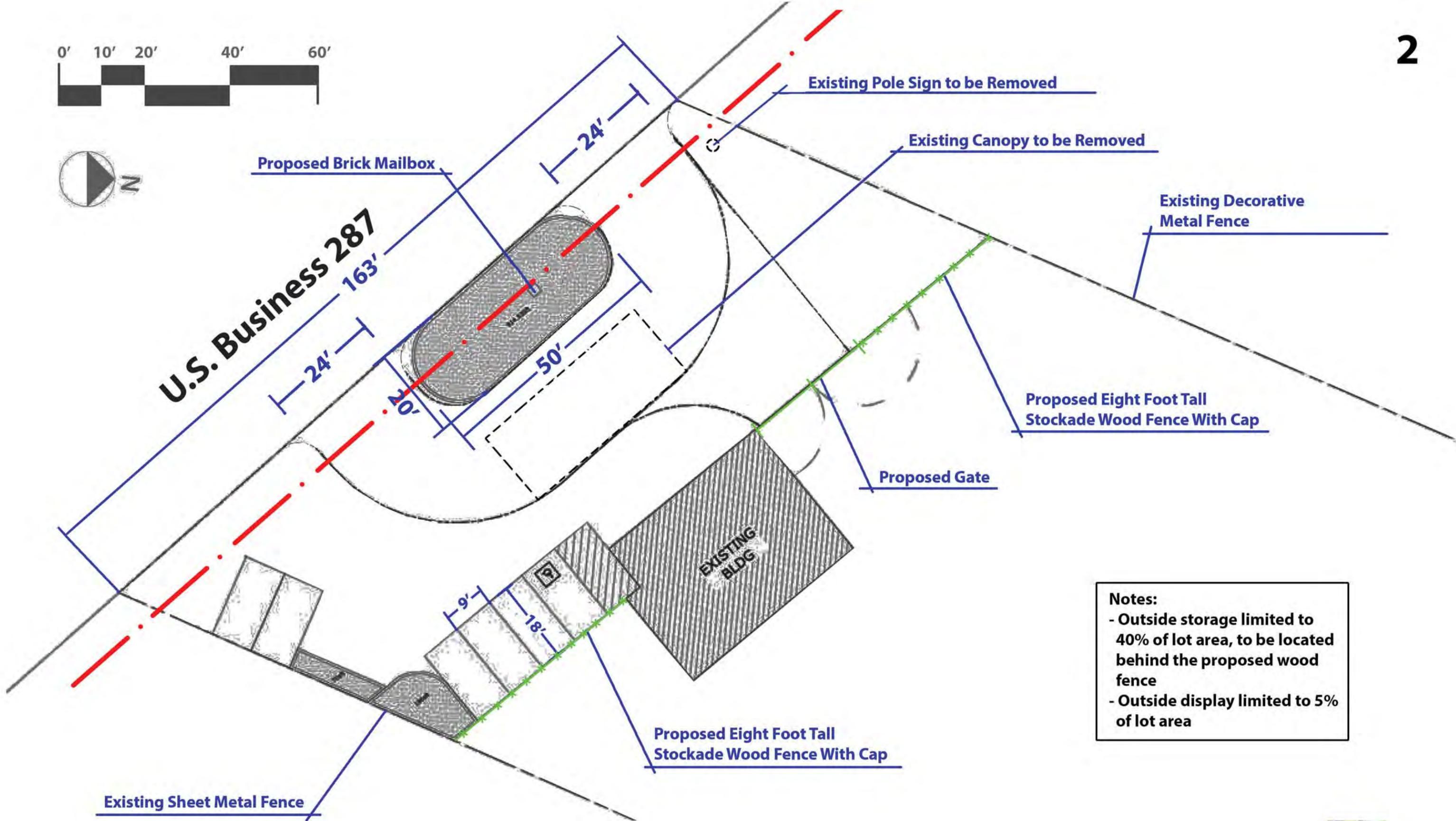
View of adjacent property located north of the subject site. View northwest.



# PD15-6 (U.S. 287 Business Highway - Nursery)

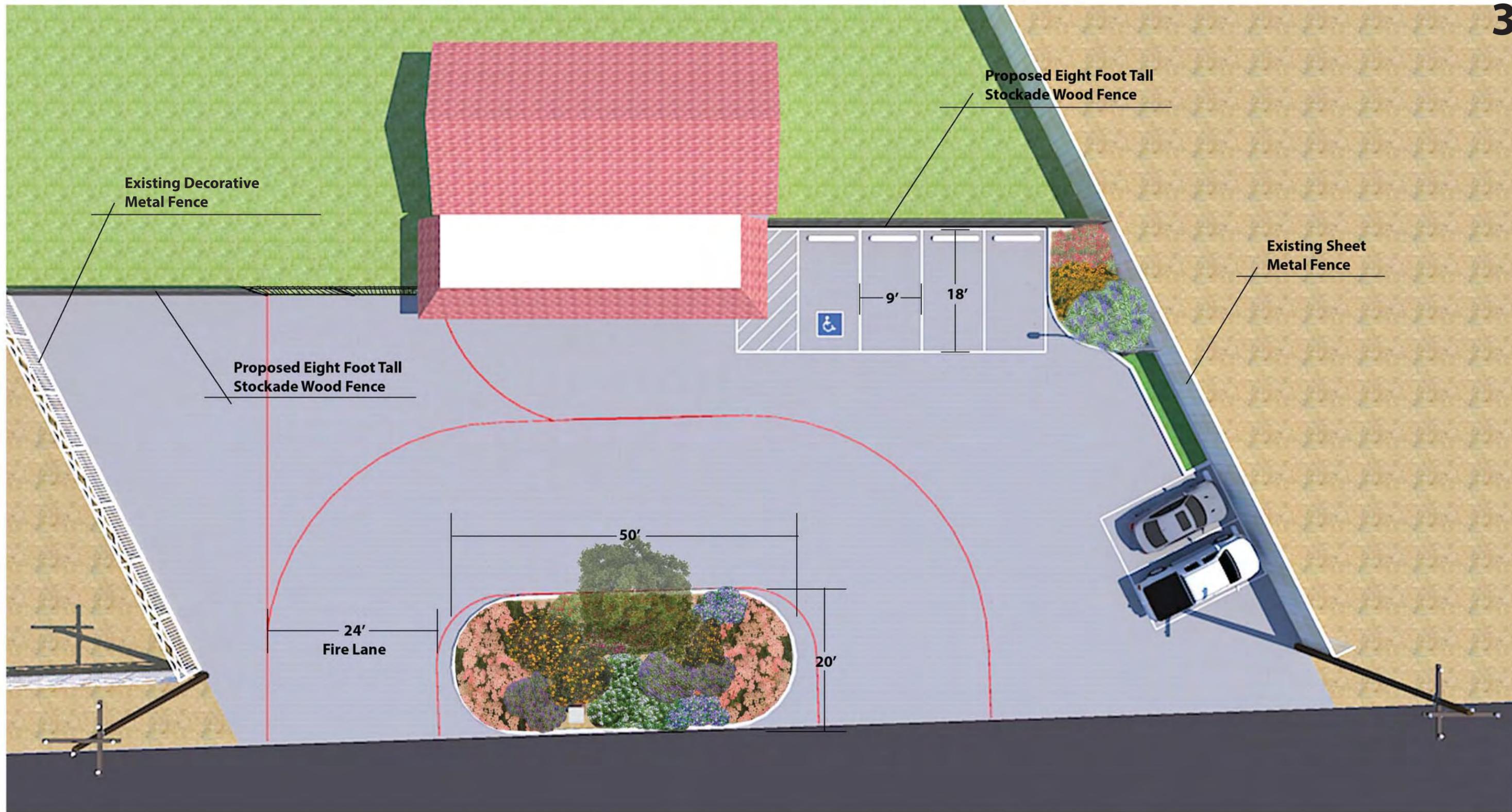
LOCATION



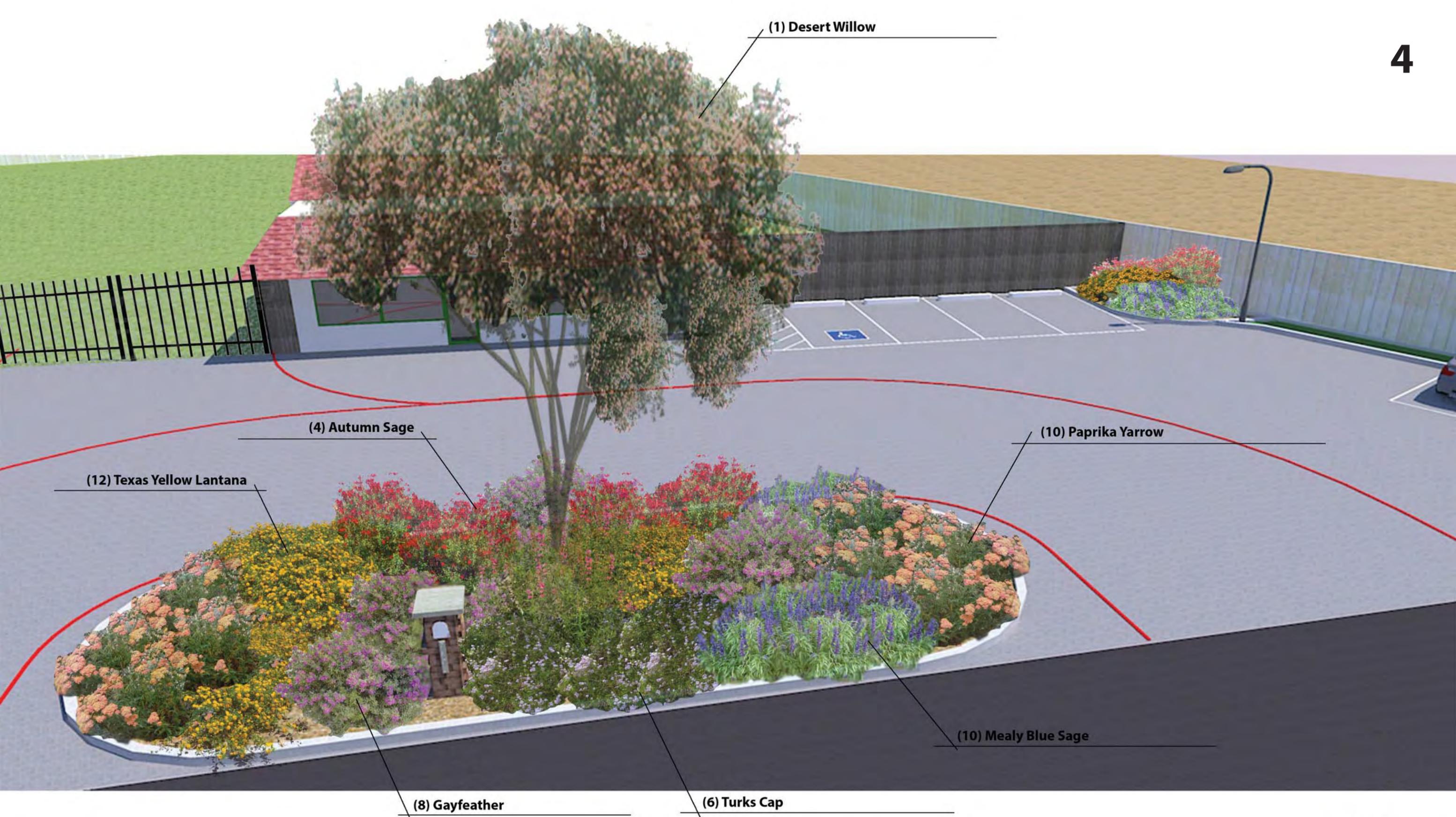


**Notes:**

- Outside storage limited to 40% of lot area, to be located behind the proposed wood fence
- Outside display limited to 5% of lot area



# PD15-6 (U.S. 287 Business Highway - Nursery)



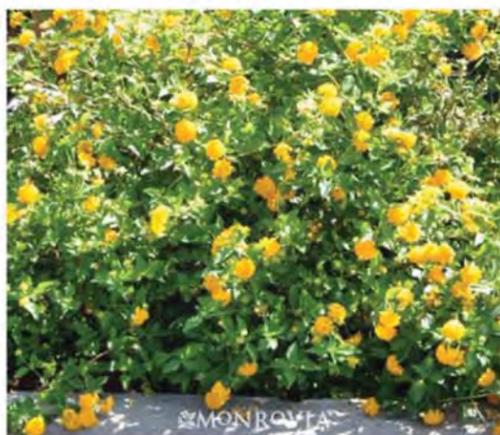
**Paprika Yarrow** (*Achillea millefolium 'Paprika'*)



**Mealy Blue Sage** (*Salvia farinacea*)



**Texas Yellow Lantana** (*Lantana camara 'New Gold'*)



**Turks Cap** (*Malvaviscus arboreus var. drummondii*)



**Autumn Sage** (*Salvia greggii*)



**Gayfeather** (*Liatris spicata*)

