



260 E DAVIS ST
MCKINNEY, TX 75069
SUITE 100 CONFERENCE ROOM

TOWN COUNCIL MEETING
JANUARY 16, 2020 6:00 P.M.

WORKSHOP SESSION – AGENDA

Call to Order and Announce a Quorum is Present

A. PLEDGE TO THE FLAG:

B. VISITOR/CITIZENS FORUM: At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. The council may not comment or deliberate such statements during this period, except as authorized by Section 551.042, Texas Government Code.

C. PUBLIC HEARING: A public hearing is scheduled to provide an opportunity for citizen comment on the proposed Comprehensive Plan.

D. REGULAR AGENDA:

1. Discussion of Water and Wastewater Infrastructure (Vargus)
2. Discussion of Concrete Road Project (Vargus)
3. Consideration of Phase 4 Engineering Task for Concrete Road Project (Vargus)
4. Discussion of Amendment to Residential Code, Ordinance 16-11 (Vargus)

E. EXECUTIVE SESSION: – In accordance with Texas Government Code, Section 551.001, et seq., the Town Council will recess into Executive Session (closed meeting) to discuss the following: (1) § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements, development and zoning standards; (2) § 551.072 Texas Government Code to wit: deliberations about real property regarding Sam Hill Ventures, Sanctuary at Sunset Cove, Le Tuong, Project Left Field, and Project Lightning Bolt; (3) § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding Sam Hill Ventures, Sanctuary at Sunset Cove, Le Tuong, Project Left Field, and Project Lightning Bolt; and (4) § 551.076 Texas Government Code to wit: deliberations about Security Devices.

F. ADJOURNMENT

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 2:00 p.m. on Monday, January 13, 2019.

Linda Asbell, TRMC, CMC, Town Secretary



This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Town Secretary's office at 972-294-5555 or FAX 972-292-0812 for further information.

One or more members of the LAKEWOOD VILLAGE MUNICIPAL DEVELOPMENT DISTRICT may attend this meeting. No action will be taken by the MDD Board during this meeting.

INDIVIDUAL PROJECT ORDER NUMBER 06448710-05C

Date Prepared - January 8, 2020

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and THE TOWN OF LAKEWOOD VILLAGE (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 6, 2015, which is incorporated herein by reference.

The Original IPO was revised this date to offer a phased approach for budgeting purposes. The Geotechnical Investigation was approved by the Town and completed with Phase 1 of the IPO (IPO 06448710-05). The Topographic Survey was approved by the Town and completed with Phase 2 of the IPO (IPO 06448710-05A). The Plans and Contract Document Preparation and Bidding Phase Services was approved by the Town and is currently in progress as part of Phase 3 of the IPO (IPO 06448710-05B). IPO 06448710-05C was prepared for authorization of Phase 4 and includes two tasks: Driveway and Parking Improvements at Town Hall and Construction Phase Services.

Identification of Project: Highridge Drive, Wood Crest Drive, Meadow Lake Road, Melody Lane, Stowe Lane, Stowe Court, Carrie Lane, Carrie Court, and Green Meadow Drive Street Rehabilitation Project.

SPECIFIC SCOPE OF SERVICES

Phase 4, Task 1 – Driveway and Parking Improvements at Town Hall

Kimley-Horn will provide design services to remove the existing asphalt driveway, install a reinforced concrete pavement driveway at Town Hall and provide additional parking for the mailbox clusters that were recently relocated from Highridge Drive to Town Hall. No improvements to the water or wastewater utilities are proposed as part of this project.

As part of this Task, the following subtasks will be performed:

- A. Kimley-Horn, through a sub-consultant, will provide additional topographic survey to cover the limits of this project. The additional survey will be integrated into the existing survey on file.
- B. Kimley-Horn will update the construction plans for the roadway rehabilitation project to include the driveway and parking improvements at Town Hall. The Town will provide a concept plan and Kimley-Horn will provide an exhibit showing the proposed improvements for the Town to review and approve prior to updating the construction plans.

Deliverables:

- Updated topographic survey
- Updated Final Construction Plans and Contract Documents
- Updated Final Opinion of Probable Construction Cost (OPCC)

Phase 4, Task 2 – Construction Phase Services

Consultant will provide the construction phase services specifically stated below. These services cover the street rehabilitation project as a whole, including the street rehabilitation, drainage, Town Hall driveway and parking improvements that are included in the Final Construction Plans and Contract Documents.

- A. *Bid Document Preparation and Contractor Notification.* Consultant will issue bid packages for the submittal of quotations to perform the work and conduct pre-bid meetings with potential bidders. Consultant will tabulate the bids received and evaluate compliance of bids with the bidding documents. Consultant will prepare a written summary of this tabulation and evaluation. If

requested, Consultant will notify the selected Contractor.

- B. *Pre-Construction Conference.* Consultant will conduct [or attend] a Pre-Construction Conference prior to commencement of construction activity.
- C. *Visits to Site and Observation of Construction.* Consultant will provide on-site construction observations services during the construction phase in accordance with the following schedule:

Months 1-4: 5 travel hours and 25 onsite hours per week (30 HRS/WK * 4.35 WKS/MO * 4 MO)

Months 5-8: 5 travel hours and 15 onsite hours per week (20 HRS/WK * 4.35 WKS/MO * 4 MO)

Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.

The purpose of Kimley-Horn's on-site services will be to enable Kimley-Horn to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- D. *Recommendations with Respect to Defective Work.* Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- E. *Clarifications and Interpretations.* Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- F. *Change Orders.* Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- G. *Shop Drawings and Samples.* Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- H. *Substitutes and "or-equal."* Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- I. *Inspections and Tests.* Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate and may receive and review certificates of inspections within

Consultant's area of responsibility or of tests and approvals required by laws or the Contract Documents. Consultant's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.

- J. *Disagreements between Client and Contractor.* Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith.
- K. *Applications for Payment.* Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- L. *Substantial Completion.* Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- M. *Final Notice of Acceptability of the Work.* Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.

ADDITIONAL SERVICES IF REQUIRED:

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Assisting Town or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Kimley-Horn on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Town.

- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Providing construction staking, additional platting, or other surveying services not identified in the above Scope of Services.
- Providing any easement acquisition services.
- Preparation of Easement Documents
- Performing any materials testing.
- Performing welding and coating inspections.
- Applications and submittals to TDLR.
- Any services not listed in the Scope of Services.

SCHEDULE

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| Phase 4, Task 1 - Driveway and Parking Improvements at Town Hall | 1 Month |
| Phase 4, Task 2 – Construction Phase Services | 8 Months |

TERMS OF COMPENSATION:

LS = Lump Sum Fee HR = Projected Hourly Fee

The Consultant will provide the Scope of Services as listed below:

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| Phase 4, Task 1 - Driveway and Parking Improvements at Town Hall | \$ 7,500 LS |
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| Phase 4, Task 2 - Construction Phase Services | \$ 200,000 HR |
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| Total <u>Lump Sum</u> Fee | \$ 7,500 LS |
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| Total <u>Hourly</u> Fee | \$ 200,000 HR |
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| TOTAL PROJECT (NOT TO EXCEED) | \$ 207,500 |
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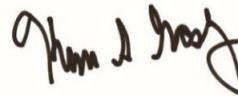
Compensation for Services and Method of Payment shall be as referenced in the Master Agreement.

Other special terms of Individual Project Order: None

ACCEPTED:

TOWN OF LAKEWOOD VILLAGE

KIMLEY-HORN AND ASSOCIATES, INC.



BY: _____

BY: Kevin S. Gaskey, P.E.

TITLE: _____

TITLE: Senior Vice President

DATE: _____

DATE: January 8, 2020