

# CITY OF OVILLA

Ralph G. Hall, Place One  
Larry Stevenson, Place Two  
David Griffin, Place Three

Tom Leverentz, Mayor

Doug Hunt, Place Four  
Richard Dormier, Mayor Pro-Tem/Place Five  
Vacant, City Administrator

## *Ovilla City Council Agenda*

105 S. Cockrell Hill Road, Ovilla, TX 75154

Thursday, December 20, 2012

3:00 P.M.

Council Chamber Room

Pursuant to the provisions of Chapter 551 VTCA Government Code, NOTICE is hereby given of a Special Meeting of the City Council of the City of Ovilla, to be held on Thursday, December 20, 2012 at 3:00 P.M. in the City Hall Council Chamber Room, 105 S. Cockrell Hill Road, Ovilla, Texas, 75154, for the purpose of considering the following items:

### **I. CALL TO ORDER**

- Invocation
- Pledge of Allegiance

### **II. COMMENTS, PRESENTATIONS, ANNOUNCEMENTS & REPORTS**

#### ▪ **Citizen Comments**

*The City Council welcomes comments from Citizens. Those wishing to speak must sign in before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. The City Council cannot act upon, discuss issues raised, or make any decision at this time. Speakers under citizen's comments must observe a three-minute time limit. Inquiries regarding matters not listed on the Agenda may be referred to Staff for research and possible future action.*

- Administration Mayor ProTem R. Dormier
  - Update regarding AVR, Inc., utility bill processing

### **III. CONSENT AGENDA**

None

### **IV. REGULAR AGENDA**

**ITEM 1. DISCUSSION/ACTION** – Consider approval of an Engineering Services Agreement between the City of Ovilla and Birkhoff, Hendricks & Carter, L.L.P., for complete construction plans for the Water Street, Water Line Project.

**ITEM 2. DISCUSSION/ACTION** – Deliberate the appointment employment and/or duties of the interim City Administrator and/or permanent City Administrator.

### **V. EXECUTIVE SESSION**

*The City Council of the City of Ovilla, Texas, reserves the right to meet in a closed session on any item listed on this Agenda should the need arise, pursuant to authorization by Texas Government Code, Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), 418.183 (homeland security).*

- ◆ Closed session pursuant to Texas Local Government Code section 551.074

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**ITEM 2. DISCUSSION/ACTION** – Deliberate the appointment employment and/or duties of the interim City Administrator and/or permanent City Administrator.

**COUNCIL WILL RECONVENE INTO OPEN SESSION, AND TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION, IF NEEDED.**

- ◆ Consider action as a result of discussion.

## VI. ADJOURNMENT

This is to certify that a copy of the Notice of the Special City Council Meeting Agenda for December 20, 2012, was posted on the bulletin board at City Hall, 105 S. Cockrell Hill Road, Ovilla, a place convenient and readily accessible to the general public at all times, and to the City's website, [www.cityofovilla.org](http://www.cityofovilla.org), in compliance with Chapter 551, Texas Government Code., on the 14th day of December 2012 prior to 6:00 p.m.



Pamela Woodall, City Secretary

DATE OF POSTING:

12.14.12

TIME OF POSTING:

3:15 am/pm

TAKEN DOWN:

\_\_\_\_\_ am/pm

\_\_\_\_\_, Pamela Woodall

**IF YOU OR YOUR REPRESENTATIVE HAVE A DISABILITY THAT REQUIRES SPECIAL ARRANGEMENTS AND YOU PLAN TO ATTEND THIS PUBLIC MEETING, PLEASE CALL THE CITY SECRETARY AT 972-617-7262 WITHIN 24 HOURS OF THE MEETING. REASONABLE ACCOMMODATIONS WILL BE MADE TO MEET YOUR NEEDS AT THE MEETING. PLEASE SILENCE ALL PAGERS, CELL PHONES & OTHER ELECTRONIC EQUIPMENT WHILE THE CITY COUNCIL MEETING IS IN SESSION.**



AGENDA ITEM REPORT

SPECIAL AGENDA

Item(s): 1 (City Secretary use only)

Meeting Date: December 20, 2012

Department: Public Works

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted by: Staff

|   |
|---|
| <b>Attachments:</b>   |
| 1. Birkhoff, Hendricks & Carter proposed services agreement   |
| <b>Agenda Item / Topic:</b>   |
| <b>ITEM 1.</b> <b>DISCUSSION/ACTION</b> – Consider approval of an Engineering Services Agreement between the City of Ovilla and Birkhoff, Hendricks & Carter, L.L.P., for complete construction plans for the Water Street, Water Line Project. |
| <b>Discussion / Justification:</b>  |
| The Water Street water line is on the current Impact Fee Schedule. The agenda item is to authorize the City’s current engineering firm, Birkhoff, Hendricks & Carter to complete construction plans for the proposed line.                      |
| <b>Recommendation / Staff Comments:</b>   |
|   |
| <b>Sample Motion(s):</b>  |
| <b>“I MAKE A MOTION THAT COUNCIL APPROVES THE ENGINEERING SERVICE AGREEMENT WITH BIRKHOFF, HENDRICKS AND CARTER FOR THE WATER STREET, WATER LINE PROJECT, AS PROPOSED.”</b>   |

## **ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **City of Ovilla, Texas**, hereinafter referred to as "City", and **Birkhoff, Hendricks & Carter, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

### **WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to complete construction plans for the **Water Street 12-inch Water Line Project** and the **Red Oak Creek Water Line Crossing Project**, both located in the City of Ovilla, Texas, hereinafter referred to as the "Project"; and

**WHEREAS**, the Engineer desires to render such engineering services for the City under the terms and conditions provided herein.

### **NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

#### **I. Employment of the Engineer**

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and condition of this Agreement.

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

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City.

#### **III. Schedule of Work**

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service to completion as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement.

#### **IV. Compensation and Method of Payment**

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "C". City agrees to pay invoices upon receipt.

#### **V. Information to be Provided by the City**

The City agrees to furnish, if available, prior to commencement of services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

#### **VI. Insurance**

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$1,000,000), Worker's Compensation, General Liability and Automobile Insurance.

#### **VII. Assignment and Subletting**

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

#### **VIII. Audits and Records**

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

### **IX. Contract Termination**

The parties agree that City or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all services completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

### **X. Engineer's Opinion of Cost**

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

### **XI. Ownership of Documents**

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the City. City shall be furnished with such reproductions of drawings, specifications and reports. Upon completion of the services or any earlier termination of this Agreement under Article X, Engineer will revise drawings to reflect changes made during construction as reported by the City and the contractor, and he will furnish the City with one (1) complete set of reproducible and electronic (PDF format) file copy in one (1) compact disc CD. Additional prints shall be furnished at cost, as an additional service, at any other time requested by City.

### **XII. Complete Contract**

This Agreement, including the exhibits hereto numbered "A" through "D" constitutes the entire agreement by and between the parties regarding the subject matter hereof.

### **XIII. Mailing of Notices**

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Mr. Brad Piland  
Director of Public Works  
City of Ovilla  
105 S. Cockrell Hill Rd.  
Ovilla, Texas 75154

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Andrew Mata Jr., P.E.  
Birkhoff, Hendricks & Carter, L.L.P.  
11910 Greenville Ave., Suite 600  
Dallas, Texas 75243  
Phone: (214) 361-7900  
Fax: (214) 461-8390  
amata@bhcllp.com

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

#### **XIV. Contract Amendments**

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

#### **XV. Effective Date**

This Agreement shall be effective from and after execution by both parties hereto.

**WITNESS OUR HANDS AND SEALS** on the date indicated below.

**CITY OF OVILLA, TEXAS**

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.  
PROFESSIONAL ENGINEERS**

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

By: \_\_\_\_\_  
Andrew Mata Jr., P.E., Partner

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

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

**ATTEST**

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

# **EXHIBIT "A"**

## **SCOPE OF SERVICES**

### **WATER STREET 12-INCH WATER LINE PROJECT**

Prepare construction plans for the City Crews to construct approximately 2,200 linear feet of 12-inch water line from the Ovilla Elevated Tank to the Ovilla Medical Center. The water line will be within the right-of-way of Water Street, Circle Drive and along Main Street.

### **RED OAK CREEK WATERLINE CROSSING PROJECT**

Prepare construction plans and specifications for the City to have a contractor construct approximately 350 linear feet of 10-inch waterline within a proposed easement from the Ovilla Medical Center and connecting to an existing 8-inch water line along F.M. 664. Approximately 50 linear feet of 10-inch water line will be constructed with steel encasement, crossing Red Oak Creek by other than open cut.

#### **Part I: PRELIMINARY PLAN**

- 1) Prepare preliminary waterline plans based on City approved alignment. One set of plans will be prepared for the 12-inch water line for City Construction and one set of plans will be for the 10-inch for contractor construction.
  - Establish preliminary horizontal alignment within existing right-of-way and easements.
  - Establish preliminary vertical alignment.
  - Develop sequence for connection to existing system.
  - Locate utility crossings and nearby adjacent utilities, and other nearby improvements as identified from field surveys and information provided by utility companies and the City's record drawings.
- 2) Work with affected utilities such as Water, Gas, Telephone, Cable TV, and Electric to obtain information for horizontal and vertical data for their facilities. Identify which utilities must be protected or relocated.

- 3) Prepare preliminary outline of specifications. Specifications will utilize NCTCOG Standard Specifications for the work to be completed by a contractor.
- 4) Prepare standard details for this project.
- 5) Submit three sets of preliminary plans to the City for review.
- 6) Meet with the City to discuss preliminary plans and specifications.
- 7) Distribute the preliminary plans to local utility companies and obtain information regarding impacts to their facilities based on these plans.

**Part II. FINAL DESIGN**

- 1) Revise preliminary plans incorporating comments from the City.
- 2) Incorporate comments from the utility companies.
- 3) Finalize construction plans and specifications.
- 4) Design appurtenances such as special connections, details, etc.
- 5) Prepare final quantity take-off and prepare opinion of probable construction cost based on final plans for both the City project and the contractor project.
- 6) Submit five (5) sets of final construction plans and specifications.

**Part III: ADDITIONAL SERVICES**

- A. Survey of Design: Field surveys along the waterline route picking up existing topography and utility dig-ups.
- B. Reproduction: Cost associated with printing of preliminary, final plans, review, for obtaining quotes and for construction.

**Part IV: EXCLUSIONS**

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Environmental impact statements and assessments.
- B. Field Note Descriptions and Plats for easement documents.
- C. Field Survey for easements (by others).
- D. Bidding Phase (by City).
- E. Construction Phase (by City).
- F. Fees for permits or advertising.
- G. Environmental cleanup.
- H. Title searches.
- I. Trench safety designs.
- J. Services in connection with condemnation hearings.
- K. On-site safety precautions, programs and responsibility.
- L. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).

# EXHIBIT "B"

## COMPLETION SCHEDULE

|   |                   |
|---|-------------------|
| Notice to Proceed .....                       | December 11, 2012 |
| Begin Field Surveys Preliminary Plans .....   | January 2, 2013   |
| Submit Preliminary Plans to City .....        | February 15, 2013 |
| Receive Comments Back From City .....         | March 1, 2013     |
| Complete Final Plans and Specifications ..... | March 29, 2013    |

# EXHIBIT "C"

## PAYMENT SCHEDULE

Payment for engineering services described under Exhibit "A", Part I, II, III, & IV shall be based on the following fee schedule. Expenses at invoice cost times 1.15. The Maximum Overall Fee for Parts I, II, III, & IV shall not exceed **\$15,700.00**.

### FEE SCHEDULE

| <b>Classification/Task</b>        | <b>Straight Time (Rate)</b> |
|-----------------------------------|-----------------------------|
| Engineer .....                    | \$185.00                    |
| Design Engineer .....             | \$136.00                    |
| AutoCAD III .....                 | \$125.00                    |
| AutoCAD II .....                  | \$109.00                    |
| AutoCAD I .....                   | \$90.00                     |
| Word Processor .....              | \$92.00                     |
| Clerical .....                    | \$101.00                    |
| Survey Crew .....                 | \$155.00                    |
| Plotting Services .....           | \$5.00 /plot                |
| Mileage .....                     | 0.50 ¢/mile                 |
| Delivery Service .....            | \$50.00                     |
| Reproduction (Invoice times 1.15) |                             |

## **EXHIBIT "D"**

### **INFORMATION TO BE PROVIDED BY THE CITY**

Available plats along the water line route for right-of-way and easement information.

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
**PROFESSIONAL ENGINEERS**

Project No. \_\_\_\_\_

Client: City of Ovilla

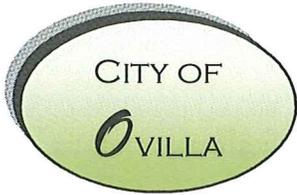
Date: 4-Dec-12

Project: Water Street 12-inch Water Line

By: AM

**ENGINEER'S OPINION OF CONSTRUCTION COST**

| Item No. | Description  | Quantity | Unit | Price       | Amount        |
|----------|--|----------|------|-------------|---------------|
|          | <b>General Project Description:</b><br>Installation of approximately 2,200 L.F. of 12" water line along Water Street the Ovilla Elevated Storage Tank to just west of F.M. 664 ROW |          |      |             |               |
| 1        | Furnish and Install 12" PVC Water Line (AWWA C-900 DR-18) with Embedment by Open Cut   | 2,200    | L.F. | \$ 30.00    | \$ 66,000.00  |
| 2        | Furnish and Install 10" PVC Water Line (AWWA C-900 DR-18) with Embedment by Open Cut   | 350      | L.F. | \$ 25.00    | \$ 8,750.00   |
| 3        | Furnish and Install 10-Inch PVC Water Line (AWWA C-900 DR-18) with 20" Steel Encasement (3/8" Wall Thickness) by Other than Open Cut   | 50       | L.F. | \$ 250.00   | \$ 12,500.00  |
| 4        | Furnish and Install Fire Hydrant Assembly  | 5        | Ea.  | \$ 3,000.00 | \$ 15,600.00  |
| 5        | Furnish and Install 12" Gate Valve   | 1        | Ea.  | \$ 2,500.00 | \$ 2,500.00   |
| 6        | Remove and Replace Concrete or Asphalt Pvmnt.  | 611      | S.Y. | \$ 35.00    | \$ 21,388.89  |
| 7        | Transfer Water Service   | 20       | Ea.  | \$ 200.00   | \$ 4,000.00   |
| 8        | Connect to Existing Waterline  | 3        | Ea.  | \$ 1,500.00 | \$ 4,500.00   |
| 9        | Furnish and Install 6" PVC Water Line for Water Service Connections  | 600      | L.F. | \$ 25.00    | \$ 15,000.00  |
| 10       | Trench Safety Plan   | 1        | L.S. | \$ 500.00   | \$ 500.00     |
| 11       | Trench Safety Implementation   | 2,550    | L.F. | \$ 1.50     | \$ 3,825.00   |
| 12       | Erosion Control Plan and Implementation  | 1        | L.S. | \$ 2,000.00 | \$ 2,000.00   |
| 13       | Grass and Yard Restoration   | 167      | SY   | \$ 2.00     | \$ 333.33     |
|          |  |          |      |             | \$ -          |
|          | <b>Subtotal:</b>   |          |      |             | \$ 156,897.22 |
|          | Contingencies and Miscellaneous Items  | 5%       |      |             | \$ 7,844.86   |
|          | <b>Subtotal:</b>   |          |      |             | \$ 164,742.08 |
|          | <b>TOTAL</b>   |          |      |             | \$ 164,742.08 |
|          |  |          |      | <b>USE:</b> | \$ 165,000.00 |



AGENDA ITEM REPORT

SPECIAL AGENDA

Item(s): 2 (City Secretary use only)

Meeting Date: December 20, 2012

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted by: Staff

|   |   |
|---|---|
| <b>Attachments:</b>   |   |
| 1. Resumes / Applications   |   |
| <b>Agenda Item / Topic:</b>   |   |
| <b>ITEM 2.</b>  | <b>DISCUSSION/ACTION</b> – Deliberate the appointment employment and/or duties of the interim City Administrator and/or permanent City Administrator. |
| <b>Discussion / Justification:</b>  |   |
| Council will reviewed applicants resumes and qualifications for the position. Preliminary interviews will be conducted. |   |
| Mr. Joe Shephard  | 3:15 p.m.   |
| Mr. John Moran  | 4:00 p.m.   |
| <b>Recommendation / Staff Comments:</b>   |   |
|   |   |
| <b>Sample Motion(s):</b>  |   |
| "I MAKE A MOTION THAT COUNCIL _____."   |   |