



CITY OF MCKINNEY, TEXAS

Agenda City Council Work Session

Monday, April 2, 2018

5:30 PM

Council Chambers
222 N. Tennessee Street
McKinney, TX 75069

CALL TO ORDER

DISCUSS REGULAR MEETING AGENDA ITEMS

WORK SESSION ITEMS

- 18-276** [Selection of Architects and Engineers for City Projects](#)
Attachments: [Benefits of Qualifications Based Selection](#)
 [Sample RFQ for Facilities Project](#)
 [Sample RFQ for Engineering Vendor Pool](#)
 [Presentation](#)

- 18-277** [Informational Update on Retail Market Research,](#)
 [Development Plan, and Recruitment for the City of McKinney](#)
Attachments: [Presentation](#)

COUNCIL LIAISON UPDATES

EXECUTIVE SESSION

In Accordance with the Texas Government Code:

A. Section 551.071 (2). Consultation with City Attorney on any Work Session, Special or Regular Session agenda item requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said items (as needed) and legal consultation on the following item(s), if any:

B. Section 551.071 (A) Pending or contemplated litigation

- D.B., (a minor child), by and through her Legal Guardian, Shashona Becton, an Incapacitated Person v. David Eric Casebolt, Individually, and in his Official Capacity as a Police Officer of the McKinney Police Department; The City of McKinney, Texas; and McKinney Police Department, No. 4:16-cv-00965, U.S. District Court, Eastern District of Texas
- Devin Huffines, Jacob Thomas, Aaron Harris, Brent Connett, and Matthew Langston v. City of McKinney, Texas

C. Section 551.072. Deliberations about Real Property

- Municipal Facilities
- Lots 1 and 3, The Greens of McKinney, Section 2, an addition to the City of McKinney, Texas

D. Section 551.087 – Discuss Economic Development Matters

- Project A138 – Project East/West
- Project A188 – Project Axle

ACTION ON EXECUTIVE SESSION

ADJOURN

Posted in accordance with the Texas Government Code, Chapter 551, on the 30th day of March, 2018 at or before 5:00 p.m.

Sandy Hart, TRMC, MMC
City Secretary

In accordance with the Americans with Disabilities Act, it is the policy of the City of McKinney to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at least 48 hours in advance of the event. Phone 972-547-2694 or email contact-adacompliance@mckinneytexas.org. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility. ADA grievances may also be directed to the ADA Coordinator or filed online at <http://www.mckinneytexas.org/ada>.



18-276

TITLE: Selection of Architects and Engineers for City Projects

COUNCIL GOAL: Direction for Strategic and Economic Growth
Enhance the Quality of Life in McKinney

MEETING DATE: April 2, 2018

DEPARTMENT: Public Works, Purchasing, Engineering and Parks and Recreation

CONTACT: Patricia Jackson, PE, RAS - Facilities Construction Manager
Lisa Littrell, CPPO, CPPB - Purchasing Manager
Nicholas Ataie, PE - CIP Engineering Manager
Michael Kowski, AICP CUD - Director of Parks and Recreation

RECOMMENDED CITY COUNCIL ACTION:

- Receive presentation and discuss issues related to the Selection of Architects and Engineers for City Projects.

ITEM SUMMARY:

- Qualifications Based Selection History
- Professional Services Procurement Act
- City of McKinney Procurement Policy - Professional Services
- Qualifications Based Selection (QBS) Process
- Process and Procedures
- Why QBS Benefits the City of McKinney

BACKGROUND INFORMATION:

- Both Federal and Texas Law mandate the method of selecting Architects and Engineers through a process known as Qualifications Based Selection.
- This presentation will highlight various State and City policies and procedures required to be followed as well as describe internal evaluation and selection

criteria.

FINANCIAL SUMMARY:

- N/A

BOARD OR COMMISSION RECOMMENDATION:

- N/A

SUPPORTING MATERIALS:

[Benefits of Qualifications Based Selection](#)

[Sample RFQ for Facilities Project](#)

[Sample RFQ for Engineering Vendor Pool](#)

[Presentation](#)



VALUE THROUGH QUALITY

Choosing an Engineer Using Qualifications-Based Selection

Both Federal and Texas law provide for a method of selecting engineers and architects through a process known as qualifications-based selection, or QBS. QBS is a two-step competitive contracting process based on the evaluation of design firms' capabilities, experience and technical skills in relation to the needs of a particular project.

Professional Services Procurement Act; Section 2254.004, Texas Code

In procuring architectural or engineering services, a government entity shall:

- 1) first select the most highlyqualified provider of those services on the basis of demonstrated competence and qualifications; and*
- 2) then attempt to negotiate with that provider a contract at a fair and reasonable price.*

The Brooks Act; Section 902 [40 U.S.C. 542]

The Congress hereby declares it to be the policy of theFederal Government to publicly announce all requirements for architectural and engineering services, and to negotiate contracts for architectural and engineering services on the basis of demonstrated competence and qualification for the type of professional services required at fair and reasonable prices.

WHY QBS?

The typical QBS process has two phases. The first phase involves the selection of the firm most qualified to do the work. Initially, the owner or client publicly solicits services for a specified project. In response, interested firms submit statements of their qualifications and ability to design the project. The owner evaluates the respondents only on the basis of experience and qualifications – cost is not a factor – and typically develops a short-list of three competing firms. Usually, interviews are held with the short-listed firms. Finally, the firms are ranked in the order of most qualified.

The second phase involves the negotiation of the fee. The owner and the highest ranked firm attempt to describe the project, define the scope of services, and negotiate a fair and reasonable fee for the services to be performed. If negotiations are not successful, negotiations with that firm are terminated and the owner enters into negotiations with the next most highly rated firm, with the process continuing until a contract is agreed to.

WHY QBS?

QBS is the law, but why is it the law? After all, competitive bidding procedures apply to most procurement decisions in government. Why not professional design services?

- **Bidding Can Only Work When Detailed Specifications or a Detailed Scope of Services Are Known.** When commodities or services are procured by a governmental agency, one of the requirements is that each bidder will be bidding to provide the same commodity. Detailed specifications ensure that bidders have equal opportunities. Engineering and architectural services, however, are procured before the scope of work for a project is highly defined. Since the owner cannot possibly detail the precise services to be provided before the project is designed, fair competitive bidding is impossible.
- **QBS Encourages Technical Excellence and**

Innovation. A system that simply seeks the cheapest service will produce lower quality projects. A design firm's approach to a project must change when the fee becomes a major criterion in selection. Applying higher standards or technical excellence could render a response noncompetitive if another respondent applies lower standards. Advanced technologies or new features that could save money over the life of a project may not be added because another firm, not including these features, may offer a lower price. Instead, systems that are easy to design are selected. Less experienced personnel are used or fewer options are evaluated. QBS, on the other hand, encourages collaboration with the client to find the **best** solutions within budget constraints.

- **Quality Design is the Biggest Factor in Long-Term Cost.** In a typical project, design costs are usually less than one percent of overall life-cycle costs. However, the effort expended during design is the biggest single factor in determining life-cycle costs. Short cuts in design may be cheaper in the short-run, but it almost inevitably costs more later in terms of maintenance, rehabilitation, and operational costs. QBS promotes a long-term focus.
- **Quality Design Affects Construction Costs.** Short cuts in design can be penny-wise and pound-foolish. Firms competing on the basis of price rather than value can develop plans without evaluating options or with minimal details that often require much decision-making in the field by the contractor. On a structural project, a designer could design only the most heavily loaded members, then repeat the conservative member sizes throughout the structure, resulting in oversizing and higher construction costs. Since construction costs are typically 85-95 percent of project costs, expansion of these costs is much more significant than the cost of full design services.
- **The Essence of the Design Process is a Collaboration Between Designer and Client.** The critical element in the design process is collaboration between the owner and the architect and engineer. To a real extent, work on

a project begins when an owner and the most-qualified firm enter negotiations. To arrive at a price, client and designer must jointly establish goals and project scope, eliminate ambiguities, clarify assumptions, and set realistic expectations about schedule and budget. Bidding tends to eliminate this dialogue and gives professionals an incentive to work against their client from the beginning in order to get a leg up on the competition for a low price.

- **No Two Design Solutions Are the Same.** People often believe that design professionals practice an exact science, learning formulas and applying them similarly. Nothing could be further from the truth. Design is based on the application of education, experience, opinion and judgment. Not all design professionals have the same level of experience in every specialty or project type, and not all can bring that experience to bear on a project in a timely manner. Not all design professionals apply the same degree of creativity and ingenuity and not all have the same level of communication skills. Doctors, lawyers and accountants often differ in the application of their professional judgement; engineers and architects are no different.
- **QBS is Cost-Effective.** Although it is not a low-bid process, QBS does consider cost. An owner is under no requirement to accept the offered compensation of the highest-ranked firm. Owners can and do proceed to negotiate with other firms. At the same time, to get the best value owners should expect to pay reasonable fees for the services required. Negotiate the services required; negotiate the hours these services will require; then pay a reasonable fee for those hours. This approach is the most cost-effective over the life of the project.
- **QBS Encourages Competition.** The QBS process is based on a firm's ability to perform a job. Since each firm is reviewed with respect to the personnel that will actually work on a project, a small firm has the opportunity to match its design team's experience against a larger firm's team, since relative team size of experience is matched to the project. Also, the skills, experiences, and specialization of a firm and

individuals are considered, not merely the number of employees.

**REQUEST FOR QUALIFICATIONS (RFQ) FOR
PROFESSIONAL ARCHITECTURAL / ENGINEERING SERVICES**

Related to the

**DESIGN AND CONSTRUCTION OF
FIRE STATION # 9
CITY OF MCKINNEY TEXAS**

**RFQ No. 16-15RFQ
ISSUED
September 20, 2015**

**A Pre-Submittal Conference is scheduled for
2:00 p.m. CDST, September 29, 2015**

**Submittals will be accepted by mail or hand delivery no later than
2:00 p.m. CDST, October 8, 2015, to:**

Lisa Littrell, Purchasing Manager
1550 South College Street – Building D
McKinney, Texas, 75069

Respondents must submit their Statement of Qualifications (SOQ), the signature page, and all additional documents. It is requested that respondents provide one (1) original and four (4) hard copies of all documents in a sealed envelope and manually signed in ink by a person having the authority to submit firm's information and qualifications, as well as one (1) electronic copy in PDF format on CD, DVD or USB (PDF copy must have signature included).

The City of McKinney is always conscious and extremely appreciative of your time and effort in the preparing of this information. Requests for information / clarification should be directed in writing by email to:

Abri Sterlacci, Contract Administrator
City of McKinney
asterlac@mckinneytexas.org
972-547-7582

RFQ No. 16-15RFQ

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SECTION 1

INTRODUCTION

1.1 Background and Special Concerns:

- A. Background: The City of McKinney, Texas ("City") is seeking an Architectural / Engineering firm (the "A/E") to perform typical and complete Architectural / Engineering services in conjunction with the design and construction of Fire Station # 9. The A/E will work with the City entities, staff and any appropriate consultants.
- 1) Layout of Fire Station # 9: The layout of Fire Station # 9 will be similar to the layout of the existing Fire Station # 7, located at 861 S. Independence Parkway, which is a one story structure of approximately 14,000 square feet with typical fire station amenities. An extension to Summit View Street will be included to the east of Lake Forest Drive the length of the site. See Section 6 for an overview of the approximately 2.5 acre fire station site.
 - 2) Features to be included in the Fire Station # 9 Project: The fire station will include a three vehicle drive through apparatus bay, a day room, kitchen and dining room, dormitory areas, locker rooms and bathrooms, bunker gear rooms, exercise rooms, cascade room, appropriate offices, a community room and the like. Site work will included the required street extension design as well as all utilities and the appropriate number of parking spaces. See Section 1.5 for a detailed list of potential amenities.
- B. Special Concerns: In seeking an A/E, the City is looking for a well-qualified professional services firm with significant and successful prior experience in the design and construction of fire stations that are comparable to the proposed project.
- 1) The A/E will work with the City staff and any other consultants during the schematic design phase to develop multiple conceptual designs, to further the selected concept during the design development phase, to develop their plans and specifications during the construction documents phase and to provide construction administration during the construction phase of the project.
 - 2) The A/E will work to ensure the feasibility and constructability of the project design, and to assist in bringing the estimated construction cost of the project within the project budget through value engineering, the selection of building systems and materials, cost estimating, scheduling, and other means, without adversely affecting the capacity and quality of the project.

1.2 Statutory Requirements for a Professional Services Contract under Chapter 2254 – Professional and Consulting Services of the Texas Local Government Code and City Requirements:

- A. Requirements: The City is accepting qualifications for a professional consulting services contract, pursuant to Section 2254 *et seq.* of the Texas Local Government Code, in accordance with the terms, conditions, and requirements set forth in this RFQ. Firms submitting Statements of Qualifications shall be referred to as “Respondents”.
- B. Architects and Engineers: The Architect or Engineer member of the A/E firm will prepare construction documents for the project and will have full responsibility for complying with all legal requirements, including those of Chapter 1051, Subtitle B of the Texas Occupations Code (Regulation of Architecture and Related Practices) and Chapter 1001, Subtitle A of the Texas Occupations Code (Regulation of Engineering and Related Practices).

1.3 Qualifications Being Sought:

- A. Qualifications Being Sought:
- 1) Demonstrated capability, as a company, to perform the Architectural / Engineering services based upon successfully completed similar projects without legal or technical problems
 - 2) Capability to provide the resources, including financial, equipment and staffing, necessary to meet project requirements
 - 3) Past performance on similar projects with this or other local municipality on construction of publicly funded projects
 - 4) Qualifications and experience of the team members proposed for the project for Respondent as evidenced by the resumes of the proposed personnel. Only those personnel who will be directly involved in this project shall be submitted with their role clearly indicated.
 - 5) Quality of references from past clients of Respondent regarding their performance on design of fire stations of similar scope, size and quality
- B. Submittals: The requirements for the statements of qualifications submittals are described in Section 3 of the RFQ.

1.4 Selection Process:

A. Selection Process: The time period for responding to the RFQ is set out in Section 2.13 of the RFQ. The City will evaluate Statements of Qualifications (SOQ) and select an Architectural / Engineering firm in two phases.

- 1) In phase one, the City has prepared this Request for Qualifications (RFQ) and will evaluate each respondent's experience, technical competence, and capability to perform, the past performance of the respondent's team and members of the team, and other appropriate factors submitted by the team or firm. Cost-related or price-related evaluation factors will not be used. Each respondent must certify to the City that each engineer or architect that is a member of its team was selected based on demonstrated competence and qualifications in the manner provided by Section 2254.004, Government Code. The City shall review written responses and rank Respondents on demonstrated competence, qualifications, and responsiveness to the RFQ. Top ranked respondents may be asked to submit additional information and, if the City chooses, to interview. Finalists will be notified within fourteen (14) days of the submittal date.

Scoring (100 point scale):

- 50 points Firm and Individual Qualifications
 - Firm's number of years in business, size and staffing
 - Firm's experience on fire station projects of similar scope, size and quality
 - Experience of proposed personnel on similar projects and as a project team
 - Experience of proposed sub-consultants
- 20 points Capacity to Perform Work
 - Workload and availability to meet schedule
 - Project management plan
 - Project organization chart and proposed specialty sub-consultants
 - Knowledge of McKinney codes and ordinances
- 20 points References
 - Quality of previous design and project documentation
 - Meeting schedules and meeting budgets
 - Timeliness and quality of responses during construction administration
 - Communications and cooperation
- 10 points Proposed Design Schedule

- 2) In phase two, and within 60 days after RFQ submissions, the City shall evaluate the information submitted by the respondents on the basis of the selection criteria stated in this RFQ and the results of an interview, if desired. The City may request additional information regarding demonstrated competence and qualifications, considerations of the safety and long-term durability of the project, the feasibility of implementing the project as proposed, the ability of the respondent to meet schedules, costing methodology, or other factors as appropriate. Consideration may also be given to any additional information and comments at the selection phase if it reflects on the Respondent's qualifications to perform the Project. The City shall select the A/E firm that submits the proposal offering the best value for the City on the basis of the published selection criteria and on its ranking evaluations. Unless the City rejects all submittals, the City will authorize negotiations with the first-ranked Respondent. If the parties cannot negotiate a successful agreement, the City will terminate negotiations with the first-ranked Respondent, and commence negotiations with the second-ranked Respondent in the same manner. If an agreement is not reached, the City will proceed with this process, in order of ranking, until an agreement is reached or all submittals are rejected. The City reserves the right to reject any and all submittals.

- B. Agreements: The successful Respondent will enter into an Architectural / Engineering Firm Agreement ("Agreement") with the City, (AIA B101 – Standard Form of Agreement between Owner and Architect) with City modifications and associated General Conditions.
- C. Insurance: Prior to execution of the Agreement, the A/E must show ability to provide the City required insurance. See Section 2.14 Insurance Requirements.

1.5 Scope of Work:

- A. Project Scope, Schedule: Information about scope and schedule follows:
 - 1) **Scope of Work:** The scope of services is to provide professional architectural and engineering services, including but not limited to architecture, landscape architecture and interior design, along with civil, structural, mechanical, plumbing, electrical, audio/visual, security and telecommunications engineering, related to the Fire Station # 9 Project. The following are some of the tasks assumed necessary to complete this project.
 - a) Meet with City staff to review the scope of the project, establish design standards and parameters and become familiar with any concerns

- b) Provide multiple design concepts for Fire Station # 9
- c) Provide estimates that include all elements of the design listed separately
- d) Provide design development services, construction documents services, bidding and negotiating services and construction administration
- e) The initial phase of the project will include the following elements, at a minimum:
 - o Fire Station of approximately 12,000 to 15,000 square feet including:
 - 3 vehicle, double stack, drive though apparatus bay
 - Public lobby and restrooms
 - Community training room
 - 2 to 3 offices and a study
 - Storage areas
 - Full service kitchen with individual pantries and refrigerators
 - Dining room
 - Day room
 - Locker rooms and bathrooms
 - Dorm rooms
 - Officer quarters
 - Laundry room
 - Bunker gear room
 - Exercise room
 - Cascade room
 - Decontamination room
 - Tool and equipment storage rooms
 - MEP equipment and an emergency generator
 - IT / Data room
 - Mezzanine storage
 - Outdoor cooking area
 - o Site work required including landscaping, signage, fencing and lighting
 - o Site utilities including water, sanitary, storm sewer and detention, electrical, gas and telecommunications
 - o Driveways and parking lots
 - o Street extension design
- f) Conduct site visits of various fire stations with City staff within the Dallas / Ft. Worth metroplex area that represent similar projects designed by their firm
- g) Present multiple design concepts and selected designs in a variety of public forums

- 2) Following selection, the A/E firm's architects and / or engineers shall develop the design, submitting all design elements for review and determination of scope and code compliance to the City before construction.
 - 3) An engineer shall have responsibility for compliance with the engineering design requirements and all other applicable requirements of Chapter 1001, Occupations Code. An architect shall have responsibility for compliance with the requirements of Chapter 1051, Occupations Code.
 - 4) The A/E shall have the responsibility for compliance with all applicable federal, state and local codes, standards and regulations.
 - 5) The A/E will work with the City, prior to construction, to ensure the feasibility and constructability of their design, and that the cost of construction of the project is within the estimated construction budget through value engineering, the selection of building systems and materials, cost estimating, scheduling, and other means.
 - 6) The work does not include inspection services which will be provided by the city, but does include project observation and construction administration services.
 - 7) The construction materials testing services necessary for City's acceptance of the Project will be performed under a separate contract with an independent provider engaged directly by the City.
 - 8) The A/E firm shall supply a signed and sealed set of "As-Built" construction documents and specifications for the project at the conclusion of construction in both hard copy and electronic format. Drawings shall be provided in "dwg" format, as well as, in "pdf" and "tiff" formats.
- B. Design Work: An aerial of the overall site for Fire Station # 9 is included in Section 6 at the end of this document. This document is included for informational purposes only and no warrantee or guarantee is implied or expressed by the City.
- C. Schedule: Time is of the essence and the A/E shall provide a proposed design schedule with this submittal. This Schedule may be adjusted as a result of negotiations on submittals or actual services proposed by the A/E.

SECTION 2

NOTICE TO RESPONDENTS

2.1 Request for Qualifications Notice:

The City is accepting qualifications for a professional consulting services contract, pursuant to Section 2254 *et seq.* of the Texas Local Government Code, in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications ("RFQ").

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

2.2 Pre-Submittal Conference:

A pre-submittal conference will be held at **the time and date listed in Section 2.13**. The conference will be held at the City of McKinney Purchasing Department located at 1550 South College Street – Building D, McKinney, Texas 75069. The purpose of this conference is to discuss with potential Respondents the services to be provided and for potential Respondents to ask questions arising from their review of the Request for Qualifications. This pre-submittal conference is for informational purposes only. Answers furnished will not be official until verified in writing by the issuing office or department. Copies will be provided to all persons attending and registering at the conference.

2.3 Submittal Format:

Responses must comply with the submittal requirements set out in Section 3 of this RFQ.

2.4 Submittal Deadline:

The City will accept responses to this RFQ until **the time and date listed in Section 2.13**, after which time all responses timely received will be publicly opened, and the names of the Respondents read aloud. Responses received after the submittal deadline will not be considered.

2.5 Place for Submission:

Responses must be submitted to the City of McKinney Purchasing Department by mail or hand delivery as follows:

Lisa Littrell, Purchasing Manager
1550 South College Street – Building D
McKinney, Texas 75069
P.O. Box 517
McKinney, Texas 75070

It is the responsibility of each Respondent to ensure responses are submitted in a timely manner. The City is not responsible for delays in mail delivery or failure of couriers to deliver responses prior to the expiration of the submission deadline. The City shall not be obligated to reimburse any expenses incurred by any Respondents in preparing their response.

The City of McKinney cannot guarantee, due to internal mail delivery procedures that any qualifications sent priority mail will be picked up from the post office by city mail employees and delivered to the Purchasing Department by the closing date and time. It is recommended that qualification deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. Respondent shall bear full responsibility for ensuring that the qualifications are delivered to the specified location by due date and time.

2.6 The City's Contact:

Any questions or concerns regarding this Request for Qualifications shall be directed in writing by email to the City of McKinney contact:

Abri Sterlacci, Contract Administrator
City of McKinney
asterlac@mckinneytexas.org
972-547-7582 Phone

The City specifically requests that Respondents restrict all contact and questions regarding this RFQ to the above named individual.

2.7 Inquiries and Interpretations:

Responses to inquiries which directly effect an interpretation or change to this RFQ will be issued in writing by addendum and mailed or faxed to all parties recorded by the City as having received a copy of the RFQ. Requests for interpretation or changes to this RFQ must be received by the **City's contact person listed in Section 2.6** above by the **time and date listed in Section 2.13** below. All such addenda issued by the City prior to the last date that submittals are required to be received shall be considered part of the RFQ, and the Respondent shall be required to consider and acknowledge receipt of such in its response. Firms receiving this RFQ other than directly from the City are responsible for notifying the City that they are in receipt of a submittal package and are to provide a name and address in the event an amendment is issued. It is the obligation of the Respondent to make sure that it has received all addenda prior to submission of its response. Respondents may obtain information on all addenda issued to the date of inquiry from the City's contact person listed in Section 2.6 above.

Only those responses to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarifications will be without legal effect, and shall not be binding on the City. The Respondent must acknowledge receipt of all addenda in its response.

2.8 Selection Procedure:

The procedure for selecting the A/E is described in Section 1.4 of this RFQ.

2.9 Public Information:

The City considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded.

Respondents are hereby notified that the City strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

2.10 Respondent's Acceptance of Evaluation Methodology:

WAIVER OF CLAIMS: Each Respondent by submission of a response to this RFQ waives any claims it has or may have against the City, its consultants, and their respective employees, officers, members, directors and partners; The City's Representative and its employees, officers, members, directors and partners; and the City, its employees, officers and elected officials, agents, representatives, that are connected with or arising out of this RFQ, including, the administration of the RFQ, the RFQ evaluation, and the selection of qualified Respondents to receive a Request for Qualifications. Submission of qualifications indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by the City during the determination of qualification. Without limiting the generality of the foregoing, each Respondent acknowledges that the basis of selection and that the evaluations shall be made public in accordance with applicable law and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.

2.11 Respondent's Commitment:

Respondent understands and agrees that the City has the ability to terminate its selection process at any time, and to reject any and all responses, or any and all submittals, and that the City has made no representation, written or oral, that it will award a contract for this Project. Furthermore, Respondent recognizes and understands that any cost incurred by the Respondent which arises from Respondent's submittal of a response to this Request For Qualifications, or any subsequent submittal to the City's future Request for Proposal for Architectural / Engineering Services, if applicable, shall be the sole responsibility of Respondent.

2.12 Respondents Eligibility:

Only individual firms or formal joint ventures may respond to this RFQ. Two firms may not respond jointly unless they have formed a joint venture. (This does not preclude a Respondent from having consultants.)

2.13 Key Events Schedule:

The tentative timeline established by the City for its selection process is:

Issue Request for Qualifications:	September 20, 2015
Pre-Submittal Conference:	2:00 pm CDST, September 29, 2015
Interpretation / Request Deadline:	2:00 pm CDST, October 1, 2015
Issue Addendum:	October 5, 2015
RFQ Deadline:	2:00 pm CDST, October 8, 2015
Interviews, if needed:	week of October 19 th
Recommendation to Award:	week of November 2 nd

This timeline is subject to change by City.

2.14 Insurance Requirements:

- A. Insurance: The successful Respondent will be required to obtain the insurance described below. Before commencing work, the Architectural / Engineering Firm (A/E) shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of McKinney. The A/E shall furnish certificates of insurance executed by the insurer or its authorized agent stating coverage, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project and contract number and be addressed as follows:

RFQ No. 16-15RFQ FOR A/E SERVICES
FIRE STATION # 9
City of McKinney
ATTN: Abri Sterlacci
P.O. Box 517
McKinney, Texas 75070
Or email to:
Asterlac@mckinneytexas.org

- 1) Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

- 2) Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
- 3) Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
- 4) Professional Liability Insurance to provide coverage against any claim which the Firm and all firms engaged or employed by the Firm become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$1,000,000 per claim, \$2,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of McKinney.

B. Endorsements: With reference to the foregoing required insurance, the Firm shall endorse applicable insurance policies as follows:

- 1) A waiver of subrogation in favor of City of McKinney, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
- 2) The City of McKinney, its officials, employees and officers shall be named as additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader .
- 3) All insurance policies shall be endorsed to the effect that City of McKinney will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.

C. Ratings: All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

SECTION 3

SUBMITTAL REQUIREMENTS

3.1 General Instructions:

- A. Respondents should carefully read the information contained herein, and submit a complete response to all requirements and questions as directed.
- B. Responses and any other information submitted by Respondents in response to this RFQ shall become the property of the City.
- C. The City will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications and other submittal information in response to this RFQ at their own risk and expense.
- D. Responses which are incomplete or qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities of any kind, are subject to disqualification by the City, at its option. The City reserves the right to waive any irregularity or informality in a response or submittal.
- E. Each response should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFQ. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs.
- F. The City makes no guarantee that an award will be made as a result of this RFQ or any subsequent RFQ, and reserves the right to accept or reject any or all submittals, waive any formalities, irregularities, or minor technical inconsistencies, or delete any item/requirements from this RFQ or contract when deemed to be in the City's best interest. Representations made within the submittal will be binding on responding firms.
- G. Failure to comply with the requirements contained in this RFQ may result in a finding that the Respondent is not qualified and is ineligible to submit a submittal in response to any subsequent RFQ.
- H. Only individual firms or formal joint ventures may apply. Two firms may not apply jointly unless they have formed a joint venture. (This does not preclude a Respondent from having consultants.)

3.2 Preparation and Submittal Instructions:

- A. Respondents must complete, sign and return the attached Response Letter to RFQ, Section 4, as part of their submittal. Respondent's company official(s) authorized to execute such submittals on behalf of Respondent must sign submittals. Failure to sign and return these forms will subject your submittal to disqualification.
- B. Responses to this RFQ should consist of answers to required questions in Section 5 Respondent Questionnaire. It is not necessary to repeat the question in your response; however, it is essential that you reference the question number with your response corresponding accordingly. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.
- C. Page Size, Binders and Dividers:

Submittals must be typed on letter-size (8-1/2" x 11") paper. The City requests that submittals be printed on both sides of the paper and that each copy be submitted in separate three (3) ring binders. Preprinted material should be referenced in the submittal and included as labeled attachments. Tabs for ease of reference should divide sections. Number each side of each sheet consecutively, including letters of interest, brochures, licenses, resumes and supplemental information. Submittals must be limited to 30 pages, and for clarification, one sheet of paper printed on both sides of the sheet will count as 2 pages. Covers, table of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Provide the number of copies of the submittal specified in Section 3.2, E. **Any submittals exceeding the 30-page limit may be disqualified.**
- D. Pagination:

All pages of the submittal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.
- E. Number of Copies:

Submit a total of one (1) original, so labeled, and four (4) complete hard copies of the entire response, along with an electronic copy in PDF format on CD, DVD or USB. An original signature must appear on the original hard copy response. Signatures must also appear on the electronic copy.

F. Submission:

- 1) Show the Request for Qualifications number and submittal date in the lower left-hand corner of your sealed submittal envelope (or box or container).
- 2) The materials submitted must be enclosed in a sealed envelope (or box or container); the package must show clearly the submittal deadline; the RFQ number must be clearly visible; and name, telephone number and the return address of the Respondent must be clearly visible on the outside of the sealed envelope (or box or container).
- 3) Late submittals properly identified will be returned to Respondent unopened. Late submittals will not be considered under any circumstances.
- 4) Telephone ("PHONE") submittals are not acceptable when in response to the Request for Qualifications.
- 5) Facsimile ("FAX") submittals are not acceptable when in response to this Request for Qualifications.
- 6) Internet ("E-mail") submittals are not acceptable when in response to this Request for Qualifications

3.3 Pricing:

- A. Submittals shall not include proposal of fees, pricing or other compensation.
- B. Pricing will be solicited from firms qualified by the City at a later time.

3.4 Submittal Checklist:

Respondents are instructed to complete, sign and return the following documents as a part of their submittal. Failure to return these documents may subject your submittal to disqualification.

- Respondent's Responses to Requested Information
- Signed and Completed Response Letter to RFQ (reference Section 4)
- Respondent's Responses to Questionnaire (reference Section 5)

SECTION 4

RESPONSE LETTER TO RFQ NO. 16-15RFQ

Lisa Littrell, Purchasing Manager
1550 South College Street – Building D
P.O. Box 517
McKinney, Texas 75069

Ms. Littrell;

This response is being submitted by the undersigned, on behalf of the Respondent

_____.

The person signing this response on behalf of the Respondent represents to the City that:

1. The information provided herein is true, complete and accurate to the best of the knowledge and belief of the undersigned; and
2. Respondent has received the Addenda to this RFQ, specifically, Addenda numbered and dated _____.

Executed this _____ day of _____, 2015.

RESPONDENT:

By: _____

Name: _____

Title: _____

Attachment: Responses to Respondent's Questionnaire

SECTION 5

RESPONDENT'S QUESTIONNAIRE FOR RFQ NO. 16-15RFQ

Respondents are required to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to the Respondent's Questionnaire.

1. Legal name of the company:

Authorized point of contact: Name: _____

Title: _____ Phone: _____

Email: _____ Mobile: _____

Address of office that would be providing service:

Number of years in Business: _____

Type of Operation: Individual ____ Partnership ____ Corporation ____

Number of Employees: _____ Annual Sales Volume: _____

2. State whether you will provide a copy of your company's financial statements for the past two (2) years, if requested by the City.

3. Provide a financial rating of your company and any documentation (e.g. a Dunn & Bradstreet or Bank analysis), which indicates the financial stability of the company.

4. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

5. Provide any details of all past or pending litigation or claims filed against your company arising out of or in connection with your company's performance under a contract for architectural and/or engineering services. Describe how such suit or claims were resolved.

6. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
7. Does any relationship exist between your company and any of City's entities, officers or employees whether by relative, business associate, capital funding agreement or any other such kinship? If yes, please explain.
8. What difficulties do you anticipate in serving the City; how you plan to manage these; and what assistance will you require from the City? Describe your firm's past performance on other contracts for the City.
9. Provide details regarding any special services or product characteristics, or other benefits offered, or advantages in the City selecting your company.
10. Provide a minimum of five and a maximum of ten projects with photos for which your firm has provided / is providing Architectural / Engineering services which are most related to this project. In determining which projects are most related, consider: same or related use of facilities related size and complexity; whether the project consisted of an expansion of an existing facility or new construction; how many members of the proposed team (and their role) worked on the listed project; and, how recently the project was completed. List the projects in priority order, with the most related projects listed first.
11. For each of the listed projects, provide the following information: construction cost (original Budget, GMP and final construction cost), current phase of development, estimated (or past) completion date, type of construction services provided (CM at risk with GMP, CM-agency, design/build, general contractor – sealed proposals, general contractor - competitive sealed proposals), Owner's contact person and telephone number, and the name and telephone number of the project architect.
12. Describe your firm's project management plan, including a listing of all applicable federal, state and local codes, standards and regulations that will be utilized.
13. Describe your cost control methods for the design phase. How do you develop cost estimates? For one of the projects referenced in your experience, provide examples of how these techniques were used and what degree of accuracy was achieved.
14. Describe the way your firm develops and maintains design schedules. How often do you update schedules and how do they compare from original to actual?
15. Describe your company's quality assurance program, what are your company's requirements, and how are they measured? In particular, describe the way your firm maintains quality control during both the design and construction phases. For one of the projects listed in response to this Section, provide specific examples of how these techniques were used.
16. Provide customer reference letters from public entities with which Respondent currently has contracts and/or has previously provided Architectural / Engineering services of equal type and scope within the past ten (10) years. **DO NOT ONLY USE REFERENCES FROM CURRENT CITY OF MCKINNEY OFFICIALS.**

SECTION 6

OVERALL SITE PLAN FIRE STATION # 9



**REQUEST FOR QUALIFICATIONS (“RFQ”) FOR
MISCELLANEOUS DRAINAGE AND FLOODPLAIN MANAGEMENT SERVICES
FOR**

THE CITY OF MCKINNEY, TEXAS

**RFQ No. 18-21RFQ
ISSUED
Sunday, December 17, 2017**

**Submittals will be accepted by mail or hand delivery no later than
2:00 p.m. CST, Thursday, January 18, 2018, to:**

Lisa Littrell, CPPO, CPPB
Purchasing Manager
1550 South College Street, Building D
McKinney, Texas 75069
P.O. Box 517
McKinney, Texas 75070

Respondents must submit their Statement of Qualifications (SOQ), the response letter, and all additional documents. Respondents must provide one (1) original and four (4) copies, as well as one electronic copy on USB/CD in PDF format, of all documents requested in a sealed envelope and manually signed in ink by a person having the authority to submit firm's information and qualifications. Any incomplete submittals or submittals received without the five (5) hard copies and the one (1) electronic copy may be considered nonresponsive.

The City of McKinney is always conscious and extremely appreciative of your time and effort in the preparing of this information. All questions regarding this solicitation shall be in writing and emailed directly to:

Rosanne Lemus, CPPB
Contract Administrator
City of McKinney
rlemus@mckinneytexas.org

RFQ No. 18-21RFQ

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LEGAL NOTICE

City of McKinney, Texas Advertisement for Submittals

The City of McKinney is accepting qualifications from civil engineering firms who can demonstrate they have the resources, experience, and qualifications to provide on call professional services associated with miscellaneous drainage and floodplain management services for various City capital improvement and private development related projects.

Documents for this request may be obtained on our electronic procurement system at <https://mckinney.ionwave.net>.

Submittals will be publicly opened and consultant names read aloud in the office of the Purchasing Manager, at the address below, shortly after the specified time for delivery. All submittals must be clearly addressed to the Purchasing Department and include the RFQ name and number on the outside of the envelope/package.

Submittal Deliveries: The City of McKinney cannot guarantee, due to internal mail delivery procedures that any submittals sent priority mail will be picked up from the post office by city mail employees and delivered to the Purchasing Department by the closing date and time. It is recommended that submittal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. Respondents shall bear full responsibility for ensuring that the submittal is delivered to the specified location by due date and time. Late submittals will be considered as non-responsive.

RFQ NAME: Miscellaneous Drainage and Floodplain Management Services

RFQ NUMBER: 18-21RFQ

DUE DATE/TIME: 2:00 p.m., January 18, 2018

MAIL OR DELIVER TO: City of McKinney
Purchasing Department
PO Box 517
1550D South College
McKinney, Texas 75069

Accommodations and modifications for people with disabilities are available upon request. Requests should be made as far in advance as possible, but no less than 48 hours prior to the meeting. Submit requests to contact-adacompliance@mckinneytexas.org or to Samantha Frison, ADA Coordinator, 972-547-2694.

The City reserves the right to reject any and all submittals and to waive any informality in submittals received, deemed to be in the best interest of the City. No officer or employee of the City of McKinney shall have a financial interest, direct or indirect, in any contract with the City of McKinney.

First Publication: 12/17/17

Second Publication: 12/24/17

SECTION 1

INTRODUCTION

1.1 Background and Special Concerns:

- A. The City of McKinney, Texas (City) is seeking Statement of Qualifications (SOQ) from experienced civil engineering firms who can demonstrate they have the resources, experience, and qualifications to provide on call professional services associated with miscellaneous drainage and floodplain management services for various City capital improvement and private development related projects.

Drainage and floodplain management services are being requested in several work categories including, but not limited to the following:

- Review of drainage studies, floodplain management studies, FEMA submittals, stream stabilization plans, HEC-HMS and HEC-RAS models, and drainage proposals;
- Design and plan preparation of drainage facility improvements and stream stabilization plans;
- Preparation of drainage studies and floodplain models;
- Consultation regarding the City Stormwater Management Ordinance, City Design Manuals, McKinney's Healthy Creeks and Lakes Program, and NRCS lakes and dams;
- Various other tasks related to drainage and floodplain management including but not limited to permitting as required by TCEQ and/or USACE.

A pool of firms will be selected and retained for a period of at least 3 years.

- B. Each firm is responsible for insuring the bound SOQ is responsive. Only firms with drainage and floodplain management experience should submit.

One (1) original and Four (4) copies of the bound SOQ and one electronic PDF copy (USB/CD) shall be submitted. The bound SOQ can contain up to twelve (12) single sided pages, excluding required supplemental forms that may be included in an appendix or attachment. All pages must be 8-1/2" x 11" and must use a 12 point font size in Arial font style (or similar standard font type) is required. The Response Letter (Section 4) and Attachment (A) (Sample of Professional Services Agreement) will not be considered as part of the page limit.

The SOQ must include the following:

- An organization chart containing the names, addresses, and telephone numbers of the prime provider and any sub-provider's key personnel proposed for the team and their contract responsibilities.
- Discussion of the prime provider's staffing plan and level of personnel (including any sub-provider's) to be involved. This shall include their qualifications, experience, resumes, and roles. The principal project

manager(s) and those responsible for coordination with the City shall be identified. Any subsequent changes to key members of the project team must be approved in writing, by the City.

- Information showing the team's understanding and approach of the services requested; the project manager's experience with similar projects in the last five (5) years; similar project-related experience of the task leaders in the last five (5) years; and other pertinent information addressed in this notice. For each similar project referenced, identify either the project manager's or the task leader's specific role(s) and work contributed.
- An outline of the basic technical procedures and the managerial approach that the project team leadership will adopt to incorporate these procedures into the overall project effort. Provide assurance that adequate staffing is available to provide services efficiently and in a timely fashion.
- Verification in the form of a statement that the proposed team individuals are currently employed by either the prime provider or a sub-provider.
- Reference name and contact information (mailing address, email address, telephone number) for each project referenced in the SOQ.
- Description of the team's Quality Assurance/Quality Control procedures including what is standard practice for all stages of the design process.

1.2 Selection Criteria:

- A. All written bound SOQ submitted will be evaluated by a Selection Committee. The review of the SOQ will be based on the following selection criteria.

30% past experience of firm and team members on comparable projects;
25% qualifications of firm and project team members;
25% project approach;
10% past project record (if any) with the City of McKinney;
5% responsiveness of qualifications;
5% QA/QC procedures

The top ranked firms may be asked to meet with the City and make oral presentations. However, the City may make a selection directly from the written submittals due to the time sensitivity of the projects. The City reserves the right without prejudice to reject any or all submittals.

All questions related to this RFQ must be submitted in writing to rlemus@mckinneytexas.org by January 12, 2018 prior to 2:00 PM CST. All questions must include the reference number of this RFQ. Any responses to written questions will be distributed (in the same manner as this RFQ) as an addendum.

1.3 Statutory Requirements for a Professional Services Contract under Chapter 2254 – Professional and Consulting Services of the Texas Local Government Code and City Requirements:

- A. The City is accepting qualifications for a professional consulting services contract, pursuant to Section 2254 *et seq.* of the Texas Local Government Code, in accordance with the terms, conditions, and requirements set forth in this RFQ.
- B. ETHICAL BEHAVIOR - The City of McKinney requires ethical behavior and compliance with the law from all individuals and companies with whom it does business.
- B. Landscape Architects, Architects, Surveyors and Engineers: If the firm employs landscape architects, architects, and / or engineers, the firm will have full responsibility for complying with the requirements of the Texas Occupations Code, Title 6 (Regulation of Engineering, Architecture, Land Surveying, and Related Practices).

1.4 Selection Process:

- A. Selection Process: The deadline for responding to the RFQ is January 18, 2018 prior to 2:00 CST.
 - 1) The City has prepared this RFQ and will evaluate each respondent's experience, technical competence, capability to perform, past performance of the respondent's team and members of the team, and other appropriate factors submitted by the team or firm. Cost-related or price-related evaluation factors will not be used. Each respondent must certify to the City that each engineer that is a member of its team was selected based on demonstrated competence and qualifications in the manner provided by Section 2254.004, Government Code. The City shall review written responses and rank Respondents on demonstrated competence, qualifications, and responsiveness to the RFQ.
 - 2) The Architect or Engineer member of the firm will have full responsibility for complying with all legal requirements, including those of Chapter 1051, Subtitle B of the Texas Occupations Code (Regulation of Architecture and Related Practices) and Chapter 1001, Subtitle A of the Texas Occupations Code (Regulation of Engineering and Related Practices).
 - 3) CONTRACTS – Multiple contracts may be awarded as needed for the types of projects identified in the RFQ and for similar projects developed over a three-year period following the submittal date. Firms will be expected to execute the City's standard professional services contract and to comply with the requirements outlined therein (please see Attachment (A) for a sample of the City's standard Professional Services Contract).

- 4) The City may request additional information regarding demonstrated competence and qualifications, the feasibility of implementing these project(s) as proposed, the ability of the respondent to meet schedules, or other factors as appropriate.
- B. The successful Respondents will enter into a Professional Services Contract with the City.
- C. Upon execution of the Contract, the Engineering Firm must show ability to provide the City required insurance and bonds, if any.

1.5 Scope of Work:

- A. Project Scope, Schedule: Information about scope and schedule follows:
 - 1) Following selection, the Engineering Firm will perform professional engineering services for the Engineering Department as directed by the Director of Engineering or his/her designee.
 - 2) As needed, meet with City staff to review the scope of the project(s), establish project standards and become familiar with any concerns.
 - 3) The following are work tasks assumed necessary to complete these projects.
 - a) Review of project at any stage in the design and / or construction process and provide a detailed report of perceived areas of potential concern, with photos, identifying issues (citing the specific guidelines, codes and regulations) and suggesting practical solutions.
 - 4) The Engineering firm will design for compliance with all state and federal requirements, along with any applicable city requirements.
 - 5) The Engineering firm shall supply formal reports in both hard copy and electronic formats. Drawings, if any, shall be provided in “DWG”, “DGN”, and/or “PDF” formats.
 - 6) Schedule: Perform professional engineering services in a timely manner and within agreed upon timeframes.

SECTION 2

NOTICE TO RESPONDENTS

RFQ Notice:

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

Submittal Format:

Responses must comply with the submittal requirements set out in this RFQ.

Submittal Deadline:

The City will accept responses to this RFQ until 2:00pm CST on January 18, 2018, after which time all responses timely received will be publicly opened, and the names of the Respondents read aloud. Responses received after the submittal deadline will not be considered.

Place for Submission:

Responses must be submitted to the City of McKinney Purchasing Department by mail or hand delivery as follows:

Lisa Littrell, CPPO, CPPB
Purchasing Manager
1550 South College Street, Building D
McKinney, Texas 75069
P.O. Box 517
McKinney, Texas 75070

It is the responsibility of each Respondent to ensure responses are submitted in a timely manner. The City is not responsible for delays in mail delivery or failure of couriers to deliver responses prior to the expiration of the submission deadline. The City shall not be obligated to reimburse any expenses incurred by any Respondents in preparing their response.

The City's Contact:

Any questions or concerns regarding this RFQ shall be in writing and emailed directly to the City of McKinney contact:

Rosanne Lemus, CPPB
Contract Administrator
City of McKinney Purchasing Department
rlemus@mckinneytexas.org

The City specifically requests that Respondents restrict all contact and questions regarding this RFQ to the above named individual.

2.1 Inquiries and Interpretations:

Responses to inquiries which directly affect an interpretation or change to this RFQ shall be issued in writing by addendum and made available to all parties recorded by the City as having received a copy of the RFQ. Requests for interpretation or changes to this RFQ must be received in writing by email to the City's contact person listed in Section 2 above by the time and date listed in Section 1.2. All such addenda issued by the City prior to the last date that submittals are required to be received shall be considered part of the RFQ, and the Respondent shall be required to consider and acknowledge receipt of such in its response. Firms receiving this RFQ other than directly from the City are responsible for notifying the City that they are in receipt of a submittal package and are to provide a name and address in the event an addendum is issued. It is the obligation of the Respondent to make sure that it has received all addenda prior to submission of its response. Respondents may obtain information on all addenda issued to the date of inquiry from the City's contact person listed in Section 2 above.

Only those responses to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarifications will be without legal effect, and shall not be binding on the City. The Respondent must acknowledge receipt of all addenda in its response.

2.2 Public Information:

The City considers all information, documentation, and other materials requested to be submitted in response to this solicitation to be of a non-confidential and / or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded.

Respondents are hereby notified that the City strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

2.3 Respondent's Acceptance of Evaluation Methodology:

WAIVER OF CLAIMS: Each Respondent by submission of a response to this RFQ waives any claims it has or may have against the City, its consulting engineers, or any other consultants, and their respective employees, officers, members, directors and partners; the City's representative and its employees, officers, members, directors and partners; and the City, its employees, officers and elected officials, agents, representatives, that are connected with or arising out of this RFQ, including, the administration of the RFQ, the RFQ evaluation, and the selection of qualified Respondents to receive a Request for Qualifications. Submission of qualifications indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by the City during the determination of qualification. Without limiting the generality of the foregoing, each Respondent acknowledges that the basis of selection and that the evaluations shall be made public in accordance with applicable law and waives any claim

it has or may have against the above-named persons, due to information contained in such evaluations.

2.4 Respondent's Commitment:

Respondent understands and agrees that the City has the ability to terminate its selection process at any time, and to reject any and all responses, or any and all submittals, and that the City has made no representation, written or oral, that it will award a contract for these project(s). Furthermore, Respondent recognizes and understands that any cost incurred by the Respondent which arises from Respondent's submittal of a response to this RFP, or any subsequent submittal to the City's future RFQ for Professional Services, if applicable, shall be the sole responsibility of Respondent.

2.5 Respondents Eligibility:

Only individual firms or formal joint ventures may respond to this RFQ. Two firms may not respond jointly unless they have formed a joint venture. (This does not preclude a Respondent from having sub-consultants.)

2.6 Key Events Schedule:

The tentative timeline established by the City for its selection process is:

Issue RFQ:	Sunday, December 17, 2017
Interpretation Deadline:	2:00 PM CST, Friday, January 12, 2018
Issue Addendum:	Monday, January 15, 2018
RFQ Deadline:	2:00 PM CST, Thursday, January 18, 2018

This timeline is subject to change by City.

2.7 Insurance Requirements:

The successful Respondent will be required to obtain the following insurance:

- A. Before commencing work, the firm shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City. The firm shall furnish to the City of McKinney Contract Administrator certificates of insurance executed by the insurer or its authorized agent stating coverage, limits, expiration dates, and compliance with all applicable required provisions. Certificates shall reference the project / contract number and be addressed as follows:

RFQ No. 18-21RFQ
Miscellaneous Drainage and Floodplain Management Services
City of McKinney
P.O. BOX 517
McKinney, Texas 75070
or email to: rlemus@mckinneytexas.org

- 1) Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
 - 2) Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
 - 3) Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
 - 4) Professional Liability Insurance to provide coverage against any claim which the consultant and all consultants engaged or employed by the consultant become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$2,000,000 per claim, \$2,000,000 annual aggregate.
- B. With reference to the foregoing required insurance, the firm shall endorse applicable insurance policies as follows:
- 1) A waiver of subrogation in favor of City, its officials, employees, agents and officers shall be contained in the Workers' Compensation insurance policy.

- 2) The City, its officials, employees, agents and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
- 3) All insurance policies shall be endorsed to the effect that City will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by the A.M. BEST Company or equivalent.
- D. The firm agrees to comply with all applicable provisions of Texas Administrative Code.

SECTION 3

SUBMITTAL REQUIREMENTS

3.1 General Instructions:

- A. Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions, as directed.
- B. Responses and any other information submitted by Respondents in response to this RFQ shall become the property of the City.
- C. The City will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications and other submittal information in response to this RFQ at their own risk and expense.
- D. Responses which are incomplete or qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities of any kind, are subject to disqualification by the City, at its option. The City reserves the right to waive any irregularity or informality in a response or submittal.
- E. Each response should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFQ. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs.
- F. The City makes no guarantee that an award will be made as a result of this RFQ or any subsequent RFQ, and reserves the right to accept or reject any or all submittals, waive any formalities, irregularities, or minor technical inconsistencies, or delete any item / requirements from this RFQ or contract when deemed to be in the City's best interest. Representations made within the submittal will be binding on responding firms.
- G. Failure to comply with the requirements contained in this RFQ may result in a finding that the Respondent is not qualified and is ineligible to submit a submittal in response to any subsequent RFQ.
- H. Only individual firms or formal joint ventures may apply. Two firms may not apply jointly unless they have formed a joint venture. Any associates will be disqualified. (This does not preclude a Respondent from having sub-consultants.)

3.2 Preparation and Submittal Instructions:

- A. Respondents must complete, sign and return the attached Response Letter to RFQ, Section 4, as part of their submittal. Respondent's company official(s) authorized to execute such submittals on behalf of Respondent must sign

submittals. Failure to sign and return these forms will subject your submittal to disqualification.

B. Page Size, Binders and Dividers:

Please comply with the instructions and page limits on page 4 of this RFQ. Covers, table of contents, and divider tabs will not count as pages, provided no additional information is included on those pages.

C. Pagination:

All pages of the submittal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

D. Number of Copies:

Submit a total of one (1) original, so labeled, and four (4) complete hard copies of the entire response, along with an electronic copy on CD/DVD/USB in PDF format. An original signature must appear on the original hardcopy response.

E. Submission:

- 1) RFQ number and submittal date must be shown in the lower left-hand corner of your sealed submittal envelope (or box or container).
- 2) The materials submitted must be enclosed in a sealed envelope (or box or container); the package must show clearly the submittal deadline; the RFQ number must be clearly visible; and name, telephone number, and the return address of the Respondent must be clearly visible on the outside of the sealed envelope (or box or container).
- 3) Late submittals properly identified will be returned to Respondent unopened. Late submittals will not be considered under any circumstances.
- 4) Telephone (PHONE) submittals are not acceptable when in response to the RFQ.
- 5) Facsimile (FAX) submittals are not acceptable when in response to this RFQ.
- 6) Internet (E-mail) submittals are not acceptable when in response to this RFQ.

3.3 Pricing:

Submittals shall not include proposal of fees, pricing, or other compensation.

Pricing will be solicited from firms qualified by the City at a later time.

3.4 Submittal Checklist:

Respondents are instructed to complete, sign, and return the following documents as a part of their submittal. Failure to return these documents may subject your submittal to disqualification.

- Respondent's Responses to Requested Information
- Signed and Completed Response Letter to RFQ (reference Section 4)
- Reference page

SECTION 4

RESPONSE LETTER TO RFQ NO. 18-21RFQ

Lisa Littrell, CPPO, CPPB
Purchasing Manager
1550 South College Street, Building D
McKinney, Texas 75069
P.O. Box 517
McKinney, Texas 75070

Ms. Littrell;

This response is being submitted by the undersigned, on behalf of the Respondent

_____.

The person signing this response on behalf of the Respondent represents to the City that:

- 1) The information provided herein is true, complete and accurate to the best of the knowledge and belief of the undersigned; and
- 2) Respondent has received the Addenda to this RFQ, specifically, Addenda numbered _____.

Executed this _____ day of _____, 2018.

RESPONDENT:

By: _____

Name: _____

Title: _____

SECTION 5

Certificate of Interested Parties (Form 1295)

(Required by Awarded Vendor(s) Only)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Filing Process:

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the City of McKinney.

The City of McKinney must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the City of McKinney.

Form Availability:

Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

For questions regarding and assistance in filling out this form, please contact the Texas Ethics Commission at 512-463-5800.

REFERENCES

List at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

COMPANY NAME

Contact Person

Title

Address

PO Box

City

State

Zip

e-mail

Phone Number

Fax Number

COMPANY NAME

Contact Person

Title

Address

PO Box

City

State

Zip

e-mail

Phone Number

Fax Number

COMPANY NAME

Contact Person

Title

Address

PO Box

City

State

Zip

e-mail

Phone Number

Fax Number

ATTACHMENT (A)
(Sample of Professional Services Agreement)

THE STATE OF TEXAS §
 § **Professional Services Contract**
COUNTY OF COLLIN§ **with** _____

THIS CONTRACT is entered into on this _____ day of _____, 20__, by and between the **CITY OF MCKINNEY, TEXAS**, a municipal corporation located in Collin County, Texas, (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and _____ ("hereinafter referred to as "CONSULTANT") whose address is _____.

W I T N E S S E T H:

WHEREAS, CITY desires to obtain professional services from CONSULTANT for _____; and

WHEREAS, CONSULTANT is an accounting, professional planning, urban design, or _____ firm qualified to provide such services and is willing to undertake the performance of 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 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 provided by competent members of the accounting, professional planning, urban design, or _____ professions, both public and private, currently practicing in the same or similar locality under the same or similar circumstances and professional license including but not limited to the exercise of reasonable, informed judgments and prompt, timely action considering the ordinary professional skill and care of a competent professional accountant, planning professional, urban design professional, or _____ professional. 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 and national professional standards.

II.
Scope of Services

CONSULTANT shall perform such services as are necessary to _____ specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a

part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III. Payment for Services

Total payment for services described herein shall be a sum not to exceed _____ Thousand _____ and No/100 Dollars (\$_____) ("Total Payment Amount"). CONSULTANT will also be compensated for the following reasonable and documented reimbursable expenses, if any, from the Total Payment Amount to the extent such expenses are directly related to CONSULTANT's performance of the Project, and to the extent the total amount of such reimbursable expenses do not exceed _____ and No/100 Dollars (\$_____): printing; photocopying; reproduction of drawings and specifications; postage; courier delivery services; long distance telephone calls; and, mileage at the allowable rate established by the Internal Revenue Service. Additional expenses, which are extraordinary in nature, shall be approved in advance by CITY in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the CITY pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses not approved in writing in advance by the CITY shall remain the sole responsibility of the CONSULTANT.

CONSULTANT will bill CITY on a percent complete basis in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services 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 amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to CITY an invoice supporting the percentage complete for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount and a running total balance for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice CITY shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted. Such payments shall be subject to the Texas Prompt Payment Act, Texas Government Code §§ 2251.001, *et seq.*

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, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT 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.

IV.

Revisions of the Scope of Services

CITY reserves the right to revise or expand the scope of services after due approval by CITY as CITY may deem necessary, but in such event CITY shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide CITY a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by CITY under this Contract, CITY must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require McKinney City Council approval and is subject to the current budget year limitations.

V. Term

This Contract shall begin on the date first written above, and shall terminate when CITY has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI. Contract Termination Provision

This Contract may be terminated at any time by CITY for any cause by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract. CONSULTANT shall invoice CITY for all Services completed and shall be compensated in accordance with the terms of this Contract for all Services performed by CONSULTANT through the date such written notice of termination is received by CONSULTANT.

VII. Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to 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.

VIII. Insurance Requirements

- A. Before commencing work, the consultant shall, at its own expense, procure, pay for and maintain during the term of this Contract the following insurance written by

companies approved by the state of Texas and acceptable to the City of McKinney. The consultant shall furnish to the City of McKinney Purchasing Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of McKinney
Attn: Lisa Littrell
PO Box 517
McKinney, Texas 75070
Or email to:
llittrell@mckinneytexas.org

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
4. Professional Liability Insurance to provide coverage against any claim which the consultant and all consultants engaged or employed by the consultant become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$2,000,000 per claim, \$2,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of McKinney.

- B. With reference to the foregoing required insurance, the consultant shall endorse applicable insurance policies as follows:
1. A waiver of subrogation in favor of City of McKinney, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 2. The City of McKinney, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader; and, the City of McKinney shall be provided a defense to any and all claims and causes of action arising out of or related

to this Agreement as may be provided pursuant to CONSULTANT's general liability insurance policies.

Nothing contained in Section XII of this Agreement shall be interpreted or applied as limiting, reducing, or eliminating any obligation or duty that CONSULTANT's insurance carrier may owe to CITY as an additional insured, pursuant to endorsement CG2026 or broader under the CONSULTANT's general liability insurance policies required by this Agreement, to provide the CITY with a defense and/or indemnify the CITY for any claim or cause of action, whether one or more, regardless of the proportionate responsibility or liability of the CONSULTANT or the CITY. Neither shall anything contained in this Section VIII be interpreted or applied as providing or otherwise entitling either CONSULTANT, CONSULTANT's insurance carrier or any other party any right or ability to recover over against CITY any amounts of money attributable to damages, costs, expenses and/or attorneys' fees based on or arising out of a finding of comparative or proportionate responsibility or liability as against the CITY it being understood and agreed that CITY in no way intends by this Agreement to waive its sovereign immunity regarding any claim, suit or cause of action.

- 3.. All insurance policies shall be endorsed to the effect that City of McKinney will receive at least thirty (30) days' notice in advance of the cancellation effective date of any policy of insurance that is cancelled by the insurance company for any reason other than nonpayment of premium.
 4. All insurance policies shall be endorsed to the effect that City of McKinney will receive at least ten (10) days' notice in advance of the cancellation effective date of any policy of insurance that is cancelled by the insurance company for nonpayment of premium or by CONSULTANT for any reason.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.
- D. The CONSULTANT shall notify CITY in writing at least thirty (30) days prior to CONSULTANT cancelling or making any material change to any coverage(s) provided in, or through, the insurance policies required under this Section VIII. Failure by CONSULTANT to provide CITY the notice required hereunder may, in the sole discretion of CITY, be deemed a material breach of this Agreement.

IX.

Right to Inspect Records

CONSULTANT agrees that CITY shall 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 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 the 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 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 by CITY for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants.

XII.
INDEMNIFICATION

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS CONTRACT AND WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE

FOR LOSS OF USE OF PROPERTY, AS WELL AS INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER.

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES IN PROPORTION TO THE CONSULTANT'S LIABILITY AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY IN PROPORTION TO THE CONSULTANT'S LIABILITY.

In its sole discretion, the CITY shall have the right to approve counsel to be retained by CONSULTANT in fulfilling its obligation to defend and indemnify the CITY. CONSULTANT shall retain approved counsel for the CITY within seven (7) business days after receiving written notice from the CITY that it is invoking its right to indemnification under this Contract. If CONSULTANT does not retain counsel for the CITY within the required time, then the CITY shall have the right to retain counsel and the CONSULTANT shall pay these reasonable attorneys' fees in proportion to the CONSULTANT'S liability plus expenses. The CITY retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to take such action.

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 thirty (30) 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 excess. CONSULTANT'S liability under this provision shall be limited to the total dollar amount of this Contract.

CITY's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at CITY's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to CITY; or,
- (c) Monetary damages in an amount not to exceed the greater of:
 - (1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage; or,
 - (2) The total dollar amount of this Contract.

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination 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. Conflict of Interest

CONSULTANT covenants and agrees that CONSULTANT 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 CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

In addition, CONSULTANT shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time CONSULTANT submits this signed Contract to CITY, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The CONTRACTOR must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the CONTRACTOR must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the CITY.

The CITY must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the CITY.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

XVII.
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 McKinney, 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.

XVIII.
Mailing Address

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

City of McKinney
Post Office Box 517
McKinney, Texas 75069.

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:

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, faxed or personally delivered by the sending party.

XIX.
Applicable Law

The CONTRACT is entered into subject to the McKinney 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 Collin County, Texas, for all purposes, including performance and execution.

XX.
Severability

If any of the terms, 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, 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 McKinney, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Collin County, Texas.

XXVI.
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.

XXVII.
No Boycotting of Israel

Pursuant to the requirements of Texas Government Code Chapter 2270, CONSULTANT hereby affirms and verifies by its signature on this Contract below that CONSULTANT:

- (a) does not boycott Israel; and
- (b) will not boycott Israel during the term of this Contract.

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

CITY OF MCKINNEY

By: _____
PAUL G. GRIMES
City Manager

Date Signed: _____

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

(Consultant's Name)

By: _____
Name: _____
Title: _____

Date Signed: _____

THE STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared PAUL G. GRIMES, City Manager of the **CITY OF MCKINNEY**, a Texas Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE

DAY OF _____, 20_____.

Notary Public Collin County, Texas
My commission expires _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ in his capacity as _____ of _____, a _____ Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE

DAY OF _____, 20_____.

Notary Public _____ County, Texas
My commission expires _____

SELECTION OF ARCHITECTS AND ENGINEERS FOR CITY PROJECTS

Facilities Construction
Purchasing
Engineering
Parks and Recreation

Patricia Jackson, PE, RAS
Lisa Littrell, CPPO, CPPB
Nicholas Ataie, PE
Michael Kowski, AICP CUD



Report to City Council

April 2, 2018

SELECTION OF ARCHITECTS AND ENGINEERS FOR CITY PROJECTS

- QUALIFICATIONS BASED SELECTION HISTORY
- PROFESSIONAL SERVICES PROCUREMENT ACT
- CITY OF MCKINNEY PROCUREMENT POLICY – PROFESSIONAL SERVICES
- QUALIFICATIONS BASED SELECTION (QBS) PROCESS
- PROCESS AND PROCEDURES
 - REQUEST FOR QUALIFICATIONS
 - EVALUATIONS
 - SCOPE OF WORK AND FEE NEGOTIATIONS
 - RECOMMENDATION TO CITY COUNCIL
- WHY QBS BENEFITS THE CITY OF MCKINNEY



QUALIFICATIONS BASED SELECTION HISTORY



In 1972, Congress adopted the **Brooks Act** (Public Law 92-582), requiring the use of Qualifications Based Selection (QBS) for the procurement of architectural and engineering services. The use of QBS ensures that federal agencies — and the taxpayer — receive highly technical architectural and engineering services from the most experienced and most qualified firms at a fair and reasonable cost.



Professional Services Procurement Act (Texas Government Code – Chapter 2254); When governmental entities such as cities, counties, school districts, and state agencies in Texas want to hire the professional services of an Architect, Engineer, or Land Surveyor, they must follow the procedures set out in the Texas Government Code (TGC) Chapter 2254, also known as the Professional Services Procurement Act (PSPA)



PROFESSIONAL SERVICES PROCUREMENT ACT

SECTION 2254.002 DEFINITIONS

“Professional Services” means services:
Within the scope of practice, as defined by state law, of:

- Accounting
- Architecture
- Landscape Architecture
- Land Surveying
- Medicine
- Optometry
- Professional Engineering
- Real Estate Appraising
- Professional Nursing



PROFESSIONAL SERVICES PROCUREMENT ACT

SECTION 2254.004 CONTRACT FOR PROFESSIONAL SERVICES OF ARCHITECT, ENGINEER, OR SURVEYOR.

- A. In procuring architectural, engineering, or land surveying services, a governmental entity :
 - 1) first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and
 - 2) then attempt to negotiate with that provider a contract at a fair and reasonable price.
- B. If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the entity shall:
 - 1) formally end negotiations with that provider;
 - 2) select the next most highly qualified provider; and
 - 3) attempt to negotiate with that provider a contract at a fair and reasonable price.
- C. The entity shall continue the process described in Subsection B to select and negotiate with providers until a contract is entered into.



CITY OF MCKINNEY (COM) PROFESSIONAL SERVICES PROCUREMENT

COM PURCHASING POLICY AND PROCEDURES MANUAL

ADOPTED SEPTEMBER 20, 2016

CRITICAL COMPONENTS OF COM CHAPTER 19 – PROCUREMENT OF PROFESSIONAL SERVICES

- Background and Statutory Authority
- Request for Qualifications / Proposals (RFQ / RFP)
- Informal Procedures
- Formal Procedures
- Notice
- Amendment of RFQ
- Pre-Proposal Conference
- Receipt of Responses
- Opening of Responses
- Confidentiality Statement
- Recommendation for Award
- Written Contract
- Vendor Pools



CITY OF MCKINNEY (COM) PROFESSIONAL SERVICES PROCUREMENT

COM PURCHASING POLICY AND PROCEDURES MANUAL

Per the COM manual there are two methods, Informal and Formal, for procuring professional services. To achieve enhanced transparency for high-profile projects and regardless of anticipated A/E costs the Formal procedure is typically used.

- Informal Procedures – Unless specifically exempted by the City Manager, all professional services anticipated to cost less than \$50,000 should be procured using the informal RFQ/RFP process with the use of a departmental recommendation memo including the suggested professional and rationale for determining qualifications based selection.
- Formal Procedures – Unless specifically exempted by the City Manager, all professional services anticipated to cost more than \$50,000 should be procured using the formal RFQ or RFP process following procedures outlined by Texas Government Code Chapter 2254.



CITY OF MCKINNEY (COM) PROFESSIONAL SERVICES PROCUREMENT COM PURCHASING POLICY AND PROCEDURES MANUAL

Vendor Pools of consultants are selected based upon the formal RFQ process and are utilized in an effort to streamline professional services selection in a highly competitive market for specific types of routine projects.

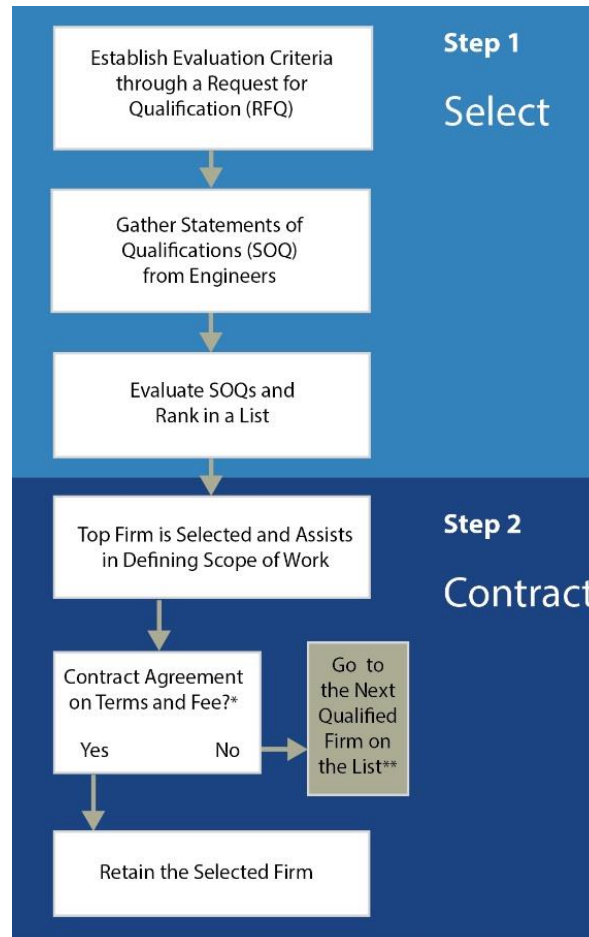
Vendor Pools currently include:

- For various construction type projects:
 - Land Surveying
 - Geotechnical and Construction Materials Testing
 - Program / Project Management
- For specific Engineering Construction type projects:
 - Roadway Engineering
 - Traffic Engineering
 - Utilities Engineering
 - Drainage Engineering
- For Parks Construction type projects:
 - Landscape Architecture
- For Facilities Construction type projects:
 - Architectural / Engineering



QUALIFICATIONS BASED SELECTION PROCESS

- Both Federal and Texas law mandate the method of selecting engineers and architects through a process known as qualifications-based selection, or QBS.
- QBS is a two-step competitive contracting process based on the evaluation of design firms' capabilities, experience and technical skills in relation to the needs of a particular project.



*At no time should the fee proposal of one firm be compared to the fee of another. Agreement on fee should be based on the merits and information of one firm at a time.

**Negotiation with only one company or firm at a time may take place to be in compliance with TAC 2254.004 (b).

PROCESS AND PROCEDURES REQUESTS FOR QUALIFICATIONS

- Requests for Qualifications (RFQ's) are developed utilizing the requirements of both Texas statutes as well as City of McKinney Policies and Procedures.
- RFQ's consist of multiple sections including overall project descriptions, qualifications being sought along with the outline of the selection process with scoring and evaluation criteria.
- The evaluation team for reviews of the Statements of Qualifications (SOQ's) submitted by the various architectural and engineering teams are comprised of multiple members from multiple departments and work independently during the evaluation process.



PROCESS AND PROCEDURES REQUESTS FOR QUALIFICATIONS

Example of qualifications being sought from an A/E RFQ:

A. Qualifications Being Sought:

- 1) Demonstrated capability, as a company, to perform the Architectural / Engineering services based upon successfully completed similar projects without legal or technical problems
- 2) Capability to provide the resources, including financial, equipment and staffing, necessary to meet project requirements
- 3) Past performance on similar projects with this or other local municipality on construction of publicly funded projects
- 4) Qualifications and experience of the team members proposed for the project for Respondent as evidenced by the resumes of the proposed personnel. Only those personnel who will be directly involved in this project shall be submitted with their role clearly indicated.
- 5) Quality of references from past clients of Respondent regarding their performance on design of fire stations of similar scope, size and quality



PROCESS AND PROCEDURES REQUESTS FOR QUALIFICATIONS

Example of scoring and evaluation criteria from an A/E RFQ:

Scoring (100 point scale):

- 50 points Firm and Individual Qualifications
 - Firm's number of years in business, size and staffing
 - Firm's experience on fire station projects of similar scope, size and quality
 - Experience of proposed personnel on similar projects and as a project team
 - Experience of proposed sub-consultants
- 20 points Capacity to Perform Work
 - Workload and availability to meet schedule
 - Project management plan
 - Project organization chart and proposed specialty sub-consultants
 - Knowledge of McKinney codes and ordinances
- 20 points References
 - Quality of previous design and project documentation
 - Meeting schedules and meeting budgets
 - Timeliness and quality of responses during construction administration
 - Communications and cooperation
- 10 points Proposed Design Schedule



PROCESS AND PROCEDURES EVALUATIONS

The evaluation and selection process typically occurs in two phases:

- Phase 1 – Each evaluation team member will review and score all the submittals received independently based upon the published criteria of demonstrated competence, qualifications and responsiveness. Top ranked firms may or may not be interviewed.
- Phase 2 – The evaluation team's individual scores will be combined by the Purchasing Department to provide the aggregated ranking of the respondents. The top ranked firm from this averaged scoring then enters into scope of services and fee negotiations.



PROCESS AND PROCEDURES

SCOPE OF WORK AND FEE NEGOTIATIONS

After the evaluation team has selected the top ranked A/E, the contract scope of works and fee negotiations begin with that firm with the request for a proposal for A/E services.

Basic Architectural and Engineering Services for a facilities construction project include the disciplines of:

- Architecture
- Structural Engineering
- Mechanical, Electrical and Plumbing Engineering

For the design of a total project, Additional Services with other disciplines are also required and typically include:

- Civil Engineering
- Landscape Architecture
- Interiors Architecture
- Telecommunications Engineering
- Security and Access Control Services
- Audiovisual Services
- Commissioning Services
- Post Construction Services



PROCESS AND PROCEDURES

SCOPE OF WORK AND FEE NEGOTIATIONS

- The top ranked firm produces a scope of work and fee proposal for the project and negotiations begin.
- The A/E fee depends entirely upon the defined and desired scope of work.
- Fees for Facility projects are not accepted on a percentage of proposed construction costs; they are negotiated upon a particular scope of work for a specific project.
- A ratio of the overall proposed fee for basic A/E disciplines may be calculated and used only as a comparison to industry norms for various project types.
- Facility project A/E fees are typically divided into the basic architectural project phases shown below with standard percentages for a complete project scope of work:
 - Schematic Design (15%)
 - Design Development (20%)
 - Construction Documents (40%)
 - Construction Bidding Services (5%)
 - Construction Administration (20%)



PROCESS AND PROCEDURES RECOMMENDATION TO CITY COUNCIL

- Negotiations generally require multiple iterations to achieve a final project scope of work and an appropriate fee schedule from the most highly qualified Architectural and Engineering team.
- Recommendations to City Council for an A/E contract award occur only after successful negotiations come to a close with a fair and reasonable fee that has been agreed upon by both parties for the pertinent scope of project services.

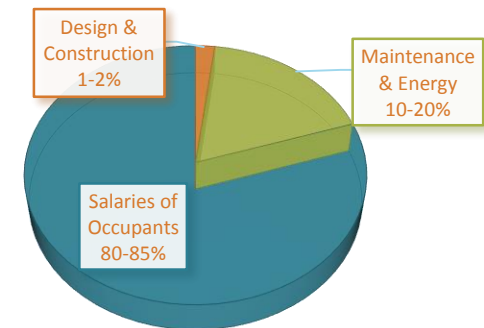


WHY QBS BENEFITS THE CITY OF MCKINNEY

- Architectural and Engineering Services are unique
- Competitive bidding can only work when detailed specifications or a detailed scope of services are known
- QBS encourages technical excellence and innovation
- Quality design is the biggest factor in long term cost
- Quality design affects construction costs
- The essence of the design process is a collaboration between designer and owner
- No two design solutions are the same
- QBS is cost effective
- QBS encourages competition
- QBS safeguards public health, safety and welfare

Over the life of a building, design and construction costs account for less than two percent of total costs. Yet these services play a major role in determining the project's life cycle costs, as well as the quality of the completed project.

LIFE CYCLE BUILDING COSTS





TITLE:

Informational Update on Retail Market Research, Development Plan, and Recruitment for the City of McKinney

COUNCIL GOAL: Direction for Strategic Growth

MEETING DATE: April 2, 2018

DEPARTMENT: City Manager
McKinney Community Development Corporation

CONTACT: Barry Shelton, Assistant CM
Cindy Schneible, MCDC President

RECOMMENDED CITY COUNCIL ACTION:

- Receive update and provide feedback.

ITEM SUMMARY:

- The Retail Coach will present an update on market and demand analysis, strategies for developer and retail outreach and retail recruitment for the City.

BACKGROUND INFORMATION:

- The City contracts with The Retail Coach to provide market research and analysis, retail consulting services and implementation of a retail development and recruitment plan for the City.
- A competitive assessment of McKinney and surrounding communities was completed utilizing collection of data from public and private stakeholders, retailer interviews, license plate surveys and cell phone analysis.
- The overall retail trade area for McKinney was determined and eight sub-markets were identified.
- Demographic profiles for the overall trade area and each of the submarkets was created that identifies:
 - Population and population growth
 - Population trends
 - Average annual population growth

- Ethnicity
- Income
- Age
- Households and household growth
- Educational attainment.
- Psychographic profiling was completed and will be updated in 2018 that will include information that measures consumer attitudes, values, lifestyles and purchasing behaviors - to understand the categories and brands of retailers that may be of interest to McKinney consumers.
- Additional information that will be provided by The Retail Coach includes an employment summary report detailing the total number of establishments by industry, as well as associated establishments and employee counts within the designated labor market to provide insight into the “work here” population versus the “live here” population; and differentiate between the number of permanent residents and those who commute.
- An opportunity analysis will be completed that estimates potential retail sales (demand) compared to estimated sales figures to calculate retail dollars coming in or flowing out of McKinney.
- Regular outreach to targeted retailers and developers is conducted through individual contact and meetings; email and written correspondence with marketing packages that include information about community dynamics, retail trade area, land use development, area retail, residential clustering and support, proximity to anchor retailers, workplace population and potential retail tenants; and on-site presence at ICSC, Retail Live, Bisnow and other retail-oriented events.

FINANCIAL SUMMARY:

- Contract amount to retain professional services provided by The Retail Coach is \$25,000 annually, funded by MCDC.

SUPPORTING MATERIALS:

[Presentation](#)



Retail Economic Development Plan Update

4/2/2018



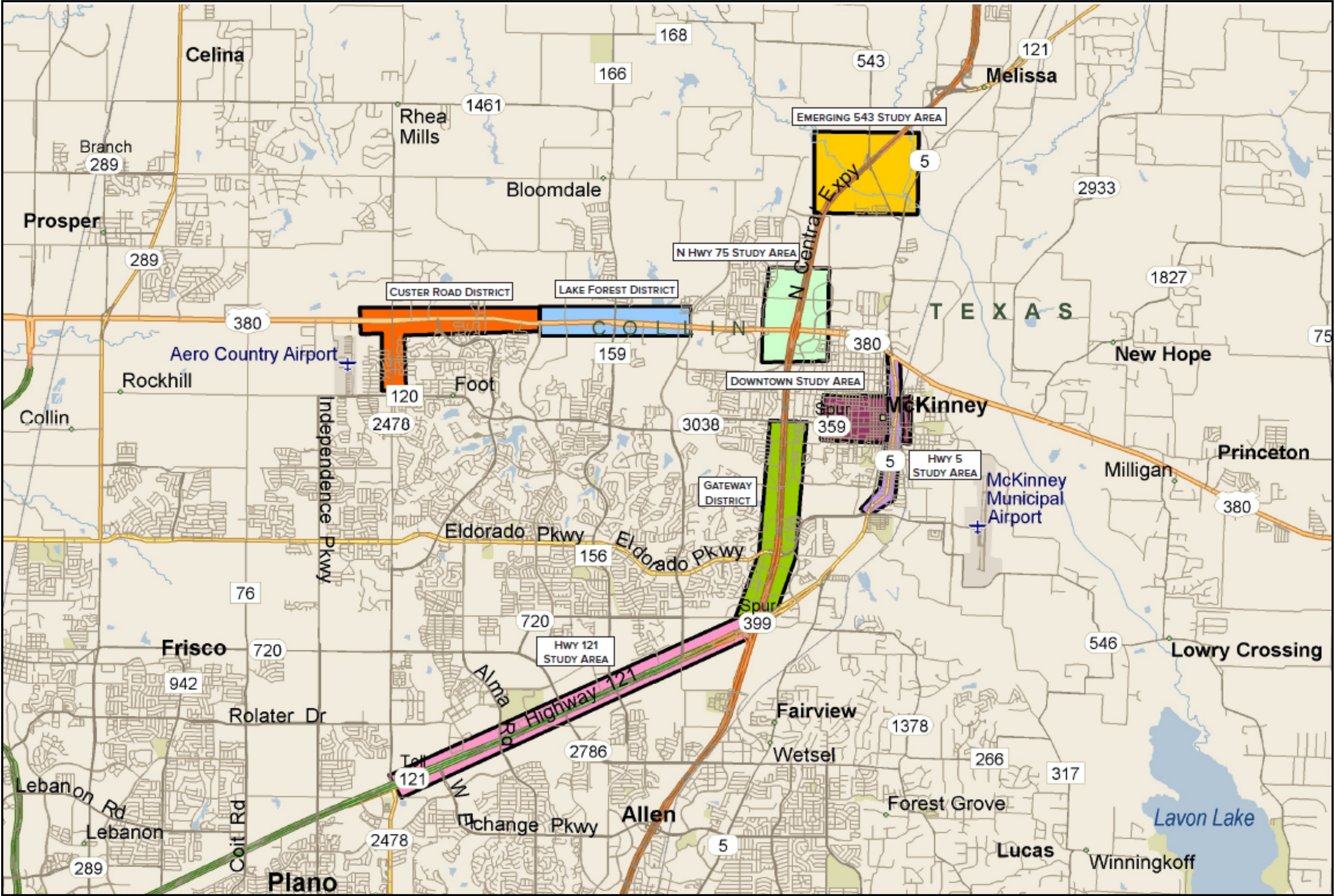
City of McKinney Retail Strategy

Strategy Statement: To create a vibrant and sustainable shopping, dining and entertainment destination to be enjoyed by residents of McKinney and the surrounding areas; to promote new retail and mixed-use developments in new and emerging areas and encourage revitalization in those established areas – ensuring that McKinney continues to be the #1 Best Place to Live in America.

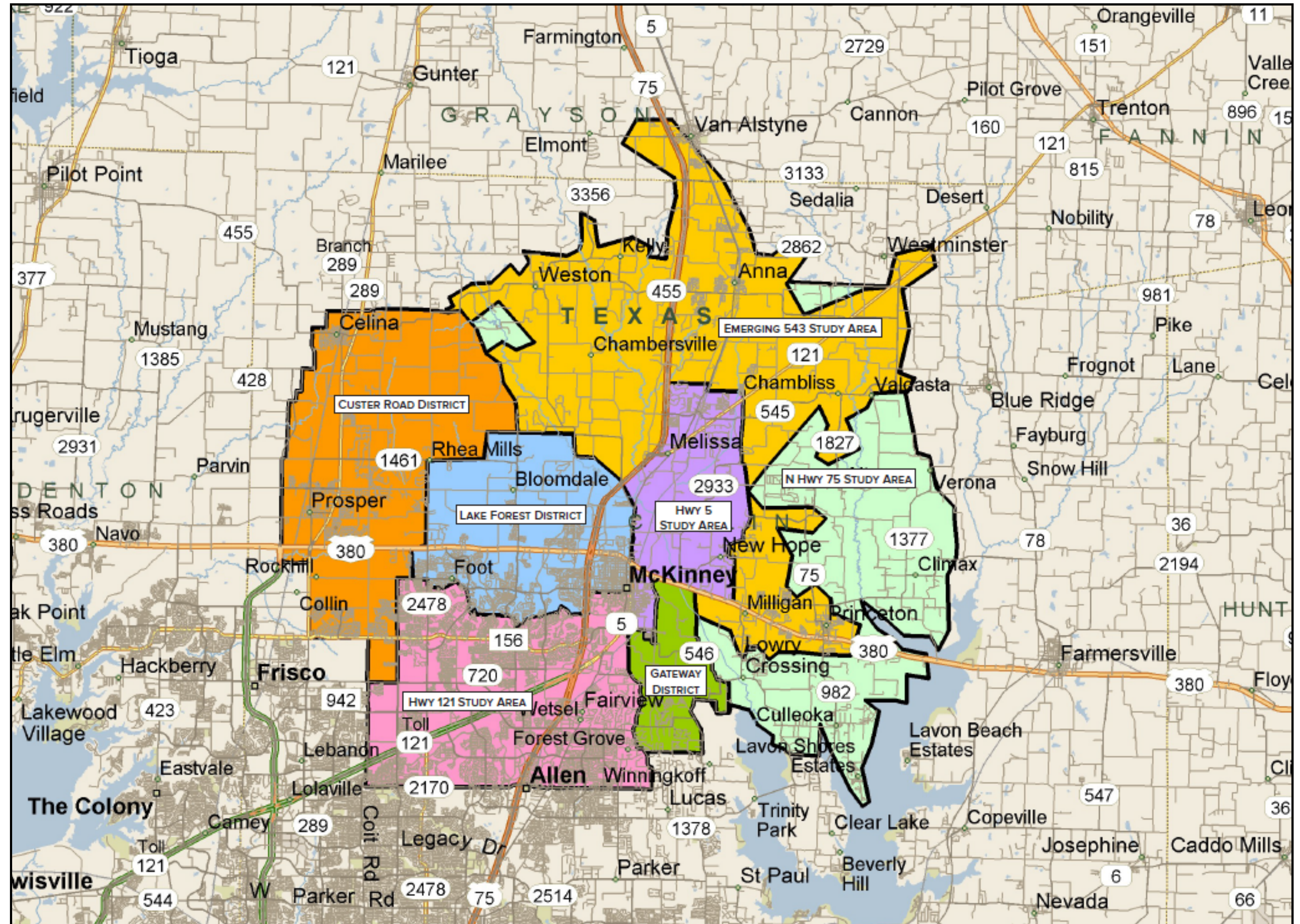
Retail 360 Process

- Data Collection
 - ★ Submarket Determination/Focus
 - ★ License Plate Analysis
 - ★ Cell Phone Shopper Analysis
 - ★ Demographics
 - ★ Psychographics
 - ★ Retail Leakage
- Retailer and Developer Matching
- Site Marketing/Retailer Marketing
- ICSC Presence

Submarkets

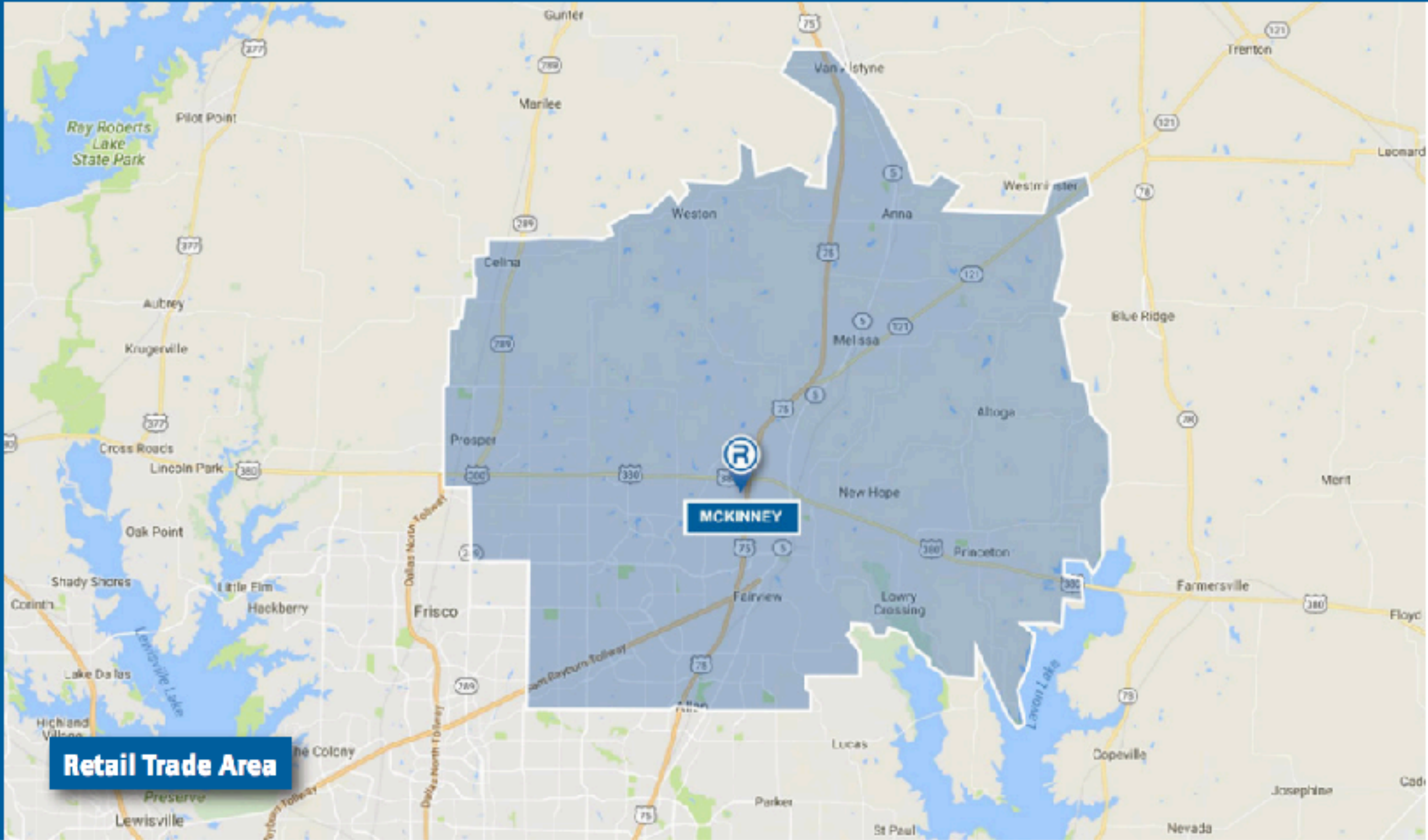


Retail Trade Areas



2018 Data Update

Retail Market Profile 2018



Contact Information

Cindy Schneible, Executive Director
McKinney Community Development Corporation
5900 Lake Forest Drive, Suite 110
McKinney, Texas 75070

Phone 214.544.0296
Cell 214.755.4829

cschneible@mckinneycdc.org
www.mckinneycdc.org

March 2018. All information furnished is from sources deemed reliable and is submitted subject to errors, omissions, change of terms and/or conditions. Prepared by The Retail Coach, LLC, a national retail consulting and market research firm. 800.851.0962.

Population

	2000	2010	2018 ESTIMATE	2023 PROJECTION
Retail Trade Area	113,307	270,412	375,906	417,709

Income

	2018 ESTIMATE
Average Household	\$128,242
Median Household	\$99,131
Per Capita	\$42,733

Educational Attainment

	2018 ESTIMATE
Graduate or Professional	16.3%
Bachelor's Degree	32.6%
Associate Degree	8.2%
Some College, No Degree	20.3%
High School Graduate	16.4%
Some High School, No Degree	2.8%
Less than 9th Grade	3.4%

Race Distribution

	2018 ESTIMATE
White	69.78%
Black or African American	10.36%
American Indian/Alaskan	0.68%
Asian	10.47%
Native Hawaiian/Islander	0.08%
Other Race	5.10%
Two or More Races	3.53%
Hispanic or Latino (of any race)	15.79%

Age

GROUPS	2018 ESTIMATE
9 Years and Under	15.08%
10-17 Years	13.57%
18-24 Years	9.36%
25-34 Years	10.71%
35-44 Years	16.17%
45-54 Years	15.19%
55-64 Years	10.13%
65 Years and Over	9.78%
DISTRIBUTION	2018 ESTIMATE
Median Age	35.88
Average Age	35.24



Next Steps

TARGETED RECRUITING ON YOUR BEHALF

Continuing to Recruit Retailers and Developers

Leveraging Relationships to Close Deals or Leveraging Relationships to Finalize Transactions

- 30+ Years of national brand and developer connections
- First retail consulting firm to recruit retailers and developers
- 12 month recruiting process
- Staff members dedicated solely to retail recruitment
- Personal contacts are key



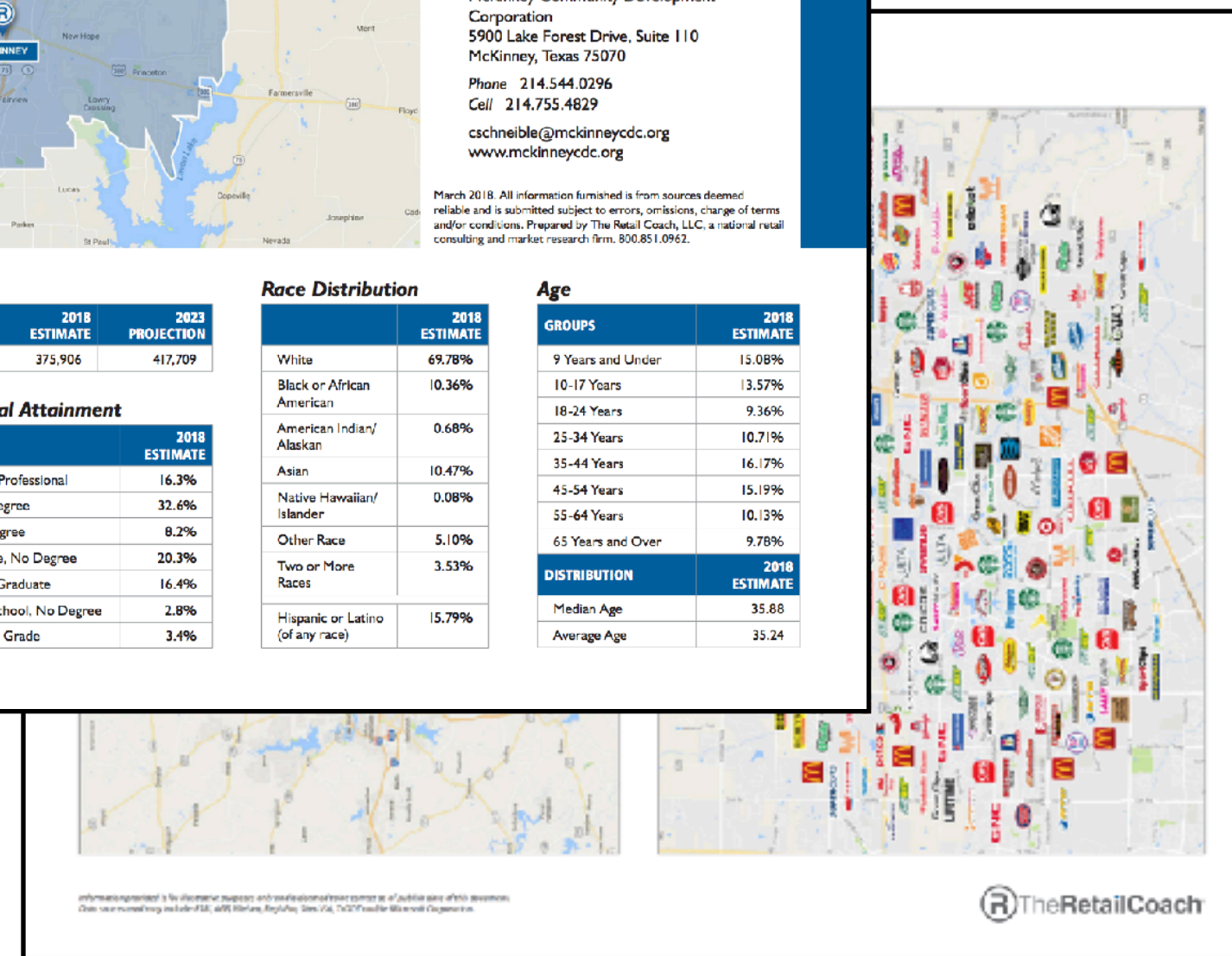
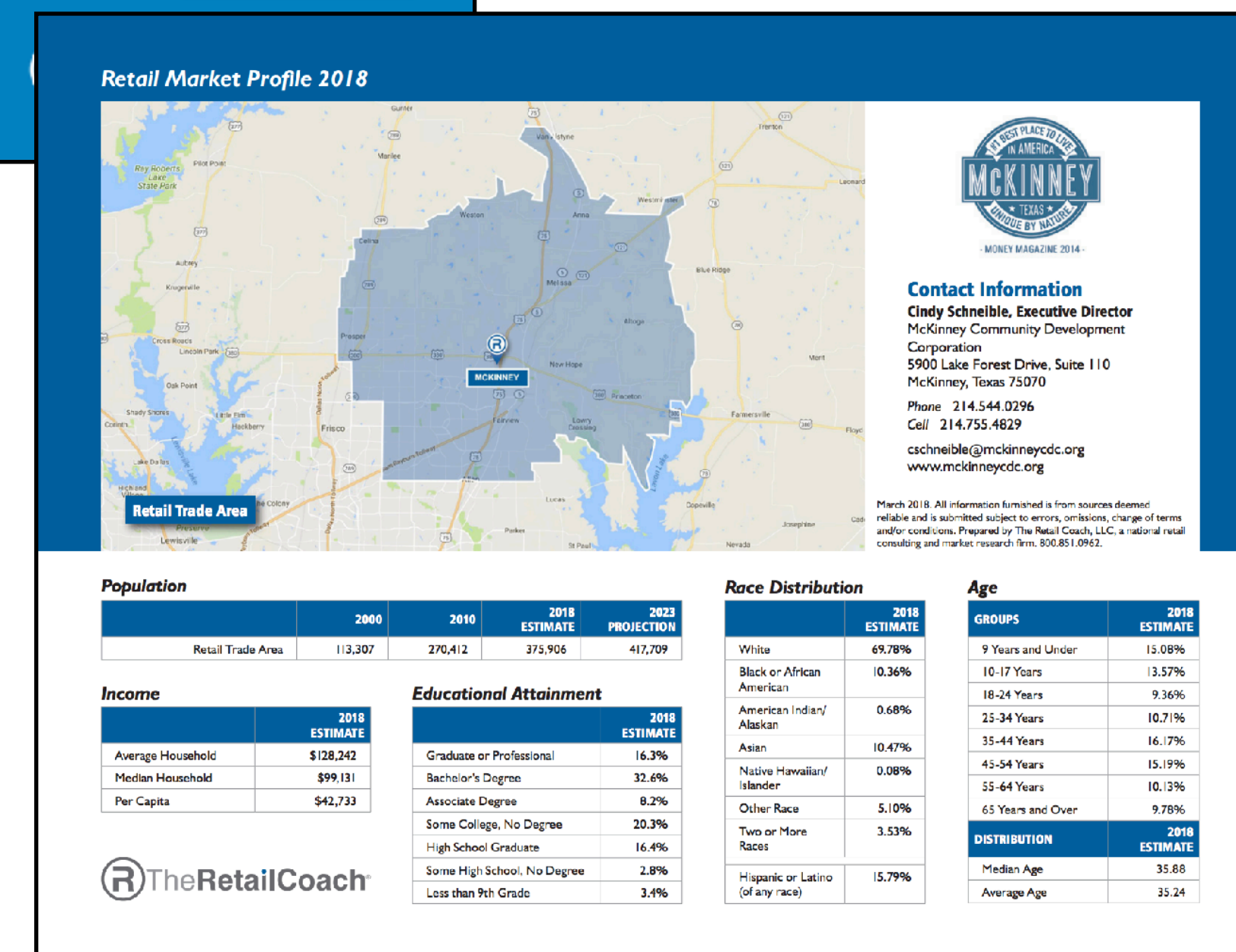
Phase 6:

**RECRUITING RETAILERS
& DEVELOPERS**

Marketing

We provide everything retailers, developers, and site sectors need, in the format they want to see it.

- Retail Market Profile
- Retailer Feasibility Packages



Site Focus

The first question an interested retailers asks is: “Where can I put my business? Send me possible sites that fit my needs.”

Current Focus Sites

- ★ Southgate
- ★ HUB 121
- ★ Hardin and 380
- ★ Lake Forest and 380
- ★ The Avenue at McKinney
- ★ Northgate
- ★ Davis at the Square

Successes

Our focus is building and maintaining relationships with potential retailer and developer prospects for McKinney.

- Costco and other padsites/tenants at Hardin and 380
- 380 and Lake Forest pad sites
- Restaurant Row RFP
- Sweet Shop/Ice Cream Cafe

ICSC Recon - May 20-23



Coaching & Ongoing Support:

We Become Part of Your Team

- We provide ongoing coaching & support to make sure your team is successful in recruiting new retailers and developers



Take a long-term approach

Retail recruitment is a process - not an event





C. Kelly Cofer
President/CEO

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