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Administrative Action No. 23- 5540

Contract No. PNV-2023-00021735

STATE OF TEXAS CITY SECRETARY DALLAS, TEXAS

COUNTY OF DALLAS § CONTRACT FOR PROFESSIONAL CONSULTING SERVICES – PLANNING AND ZONING REVIEW

THIS CONTRACT FOR PROFESSIONAL CONSULTING SERVICES – PLANNING AND ZONING REVIEW (this “Contract”) is made and entered into by and between the CITY OF DALLAS, a Texas municipal corporation located in Dallas County, Texas (“City”), and FREESE AND NICHOLS, INC., a Texas corporation with its principal office located at 2711 Haskell Avenue, Suite 3300, Dallas, Texas 75204 (“Consultant”).

1. PURPOSE

The purpose of this Contract is to state the terms and conditions under which Consultant shall provide on-call professional urban planning and zoning services for City’s Department of Planning & Urban Design (the “Services”).

2. DESCRIPTION OF SERVICES

Consultant’s Services hereunder shall include, but shall not be limited to, the following:

A. Consultant shall perform all the Services as set forth in, and the Services shall conform in every respect to: (i) City’s Zoning Review and Planning Services – Scope of Services and Responsibilities of Owner and all addenda thereto (the “Specifications”), attached hereto as Exhibit A; and (ii) Consultant’s proposal dated February 21, 2023, schedule of charges, and Terms and Conditions of Agreement, as modified (together, the “Proposal”), collectively attached hereto as Exhibit B, both of which Exhibits are incorporated by reference and made a part of this Contract for all purposes as though each were written word for word in this Contract; provided, however, should there be any conflict between the terms of the Specifications, the Proposal, and this Contract, the terms of this Contract shall be final and binding, and the Specifications shall control where they conflict with the Proposal.

B. Consultant shall work closely with the Director of City’s Planning & Urban Design Department or such Director’s designee (the “Director”), and other appropriate City officials as directed and shall perform any and all related tasks required by the Director in order to fulfill the purposes of this Contract.

C. Consultant shall deliver to the Director all reports, designs, and related documents, information, or other data which are required to be produced and given to City in performing Services under this Contract (hereinafter called “Deliverables”) in the format required by the Director.

3. PERFORMANCE OF SERVICES

Consultant and its employees or associates shall perform all the Services under this Contract. Consultant represents that all its employees or associates who perform Services under this Contract shall be fully qualified and competent to perform the Services described in Section 2.

4. TERM

The term of this Contract shall commence on April 6, 2023, and terminate on September 30, 2023. Consultant understands and agrees that time is of the essence. All Deliverables are to be completed and delivered to City by the termination date, or by the milestone or completion date or dates provided in a performance schedule agreed upon between Consultant and the Director, unless an extension of time, based upon good reasons presented by Consultant, is approved by the Director.

5. PAYMENT FOR SERVICES

In consideration of the Services to be performed by Consultant under the terms of this Contract, City shall pay Consultant for Services actually performed a fee not to exceed **NINETY-NINE THOUSAND NINE HUNDRED EIGHTY AND 00/100 DOLLARS (\$99,980.00)**, subject to appropriation. If other conditions necessitate additional Services or a change in Services as provided in Section 6, any increase in compensation must be authorized and funded in advance by resolution of the City Council or, where applicable, by duly authorized administrative action signed by the City Manager and approved as to form by the City Attorney. Consultant's charges for its Services are not to exceed similar charges of Consultant for comparable Services to other customers. Payments to Consultant shall be in the amount shown by the billings and other documentation submitted and shall be subject to the Director's approval. All Services shall be performed to the satisfaction of the Director and City shall not be liable for any payment under this Contract for Services which are unsatisfactory and which have not been approved by the Director. The final payment due under this Contract will not be paid until the required Deliverables have been received in the required format and approved by the Director. City may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to City from Consultant, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.

6. CHANGE IN SERVICES

City, acting through its Director, may request from time to time changes in the scope or focus of the activities, investigations and studies conducted or to be conducted by Consultant pursuant to this Contract. Any change in the scope or focus which varies significantly from the scope of Services set out in Section 2 and would entail a significant increase in cost or expense to Consultant shall be mutually agreed upon by Consultant and the Director. Changes in the scope

which in the opinion of Consultant and the Director would justify an increase in compensation requiring additional funding by City must first be authorized as described in Section 5.

7. CONFIDENTIAL WORK

No Deliverables or other information (including information given by City to Consultant to assist Consultant's performance under this Contract) developed by, given to, prepared by or assembled by Consultant under this Contract shall be disclosed or made available to any third-party individual or organization by Consultant without the express prior written approval of the Director.

8. OWNERSHIP OF DOCUMENTS

Upon acceptance or approval by City, all Deliverables prepared or assembled by Consultant under this Contract, and any other related documents or items shall become the sole property of City and shall be delivered to City, without restriction on future use. Consultant may make copies of any and all Deliverables and related documents or items for its files. By execution of this Contract and in consideration of the fee for Services to be paid under the Contract, Consultant hereby conveys, transfers and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the project designs and other project data developed under this Contract.

9. CONSULTANT'S LIABILITY

Approval of City shall not constitute or be deemed a release of the responsibility and liability of Consultant, its employees, agents, associates, or subconsultants for the accuracy and competency of the Deliverables prepared by Consultant, its employees, agents, associates, or subconsultants, as required under this Contract. In addition, approval of City shall not be deemed to be the assumption of any responsibility by City for any defect, error, or omission in the Deliverables prepared by Consultant, its employees, agents, associates, or subconsultants.

10. COMPLIANCE WITH LAWS AND REGULATIONS

This Contract is entered into subject to and controlled by the Charter and ordinances of the City of Dallas, as amended, and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. Consultant shall, during the course of performance of this Contract, comply with all applicable City codes and ordinances, as amended and all applicable State and Federal laws, rules and regulations, as amended.

11. NOTICE OF CONTRACT CLAIM

This Contract is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made

a part of this Contract as if written word for word in this Contract. Consultant is expected to fully comply with the requirements of this ordinance in the event of a claim, in addition to all other requirements in this Contract related to claims and notice of claims.

12. 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 the Services under this Contract. Consultant shall exercise independent judgment in performing Services under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the workflow and determining how the work is to be performed. No term or provision of this Contract or act of Consultant in the performance of this Contract shall be construed as making Consultant the agent, servant or employee of City, or making Consultant or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its employees.

13. INDEMNITY

CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONSULTANTS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONSULTANTS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CONSULTANT AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS CONTRACT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONSULTANT AND CITY ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF THIS SECTION 13 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE TERM OF THIS CONTRACT.

14. INSURANCE REQUIREMENTS

A. Consultant shall procure, pay for, and maintain during the term of this Contract, with a company authorized to do business in the State of Texas and otherwise acceptable to City, the minimum insurance coverage contained in **Exhibit C**, attached to and made a part of this Contract.

B. Approval, disapproval or failure to act by City regarding any insurance supplied by Consultant or its subconsultants shall not relieve Consultant of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. The bankruptcy or insolvency of Consultant's insurer or any denial of liability by Consultant's insurer shall not exonerate Consultant from the liability or responsibility of Consultant set forth in this Contract.

15. CONFLICT OF INTEREST

A. Consultant and its employees, agents or associates are required to make regular, timely, continual and full disclosures to the Director of all significant outside interests and responsibilities that may give rise to a direct or indirect conflict of interest, including, but not limited to, any and all significant outside interests and responsibilities that could reasonably be expected to impair independence of judgment in Consultant's performance of all of the Services under this Contract. Such disclosures must be made no later than ten (10) days following the event giving rise to the potential or actual conflict of interest for the duration of the Contract term. A potential or actual conflict of interest exists when commitments and obligations to the City or widely recognized professional norms are likely to be compromised in Consultant's performance of its duties under this Contract by the existence of Consultant's other professional relationships, contracts, obligations, or commitments. Failure to disclose such a conflict of interest may result in the City's immediate termination of this Contract by the City Manager.

B. The following section of the Charter of the City of Dallas shall be one of the conditions, and a part of, the consideration of this Contract, to wit:

“CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED.

(a) No city official or employee shall have any financial interest, direct or indirect, in any contract with the city, or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or Services, except on behalf of the city as a city official or employee. Any violation of this section shall constitute malfeasance in office, and any city official or employee guilty thereof shall thereby forfeit the city official's or employee's office or position with the city. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the city shall render the contract involved voidable by the city manager or the city council.

(b) The alleged violations of this section shall be matters to be determined either by the trial board in the case of employees who have the right to appeal to the trial board, and by the city council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by city employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.

(d) This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.

(e) This section does not apply to non-negotiated, form contracts for general city Services or benefits if the city Services or benefits are made available to the city official or employee on the same terms that they are made available to the general public.

(f) This section does not apply to a nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board. A nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code.”

16. GIFT TO PUBLIC SERVANT

City may terminate this Contract immediately if Consultant has offered or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

For purposes of this section, “benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, City may require Consultant to remove any employee of Consultant from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

17. ASSIGNMENT

This Contract provides for unique professional Services. Consultant, therefore, shall not sell, assign, transfer or convey its interest or rights in the Contract, or any claim or cause of action related thereto, in whole or in part, without the prior written consent of the City Manager.

18. TERMINATION

City's Director may, at its option and without prejudice to any other remedy City may be entitled to at law, in equity or elsewhere under this Contract, terminate further work under this Contract in whole or in part for failure to appropriate funds, cause or for the convenience of City by giving at least ten (10) days advance written notice of termination to Consultant, with the understanding that all performance being terminated shall cease as of a date to be specified in the notice. City also has the right to request that Consultant assign and transfer to City all of Consultant's rights and obligations under existing subcontracts it has to perform Contract work in the event of termination under this Section. City shall compensate Consultant in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, following inspection and acceptance of same by City's Director. Consultant shall not, however, be entitled to lost or anticipated profits should City choose to exercise its option to terminate.

19. NOTICES

Except as otherwise provided in Section 11, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for City, to:

Director
City of Dallas
Department of Planning & Urban Design
1500 Marilla Street, Room 1FN
Dallas, Texas 75201

If intended for Consultant, to:

Wendy Shabay Bonneau
Freese and Nichols, Inc.
2711 Haskell Avenue, Suite 3300
Dallas, Texas 75204

20. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. Consultant shall not discriminate against any employee or applicant for employment because of race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. Consultant shall take affirmative action

to ensure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. This action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Consultant shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. Consultant agrees to post in conspicuous places a notice, available to employees and applicants, setting forth the provisions of this non-discrimination clause.

B. Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance.

C. Consultant shall furnish all information and reports required by the City Manager or his designee and shall permit the City Manager or his designee to investigate its payrolls and personnel records which pertain to current contracts with City for purposes of ascertaining compliance with this equal employment opportunity clause.

D. Consultant shall file compliance reports with City as may be required by the City Manager or his designee. Compliance reports must be filed within the time, must contain information as to the employment practices, policies, programs, and statistics of Consultant, and must be in the form that the City Manager or his designee prescribes.

E. If Consultant fails to comply with the equal employment opportunity provisions of this Contract, it is agreed that City at its option may do either or both of the following:

- (1) Cancel, terminate or suspend this Contract in whole or in part;
- (2) Declare Consultant ineligible for further City contracts until it is determined to be in compliance.

21. RIGHT OF REVIEW AND AUDIT

City may review any and all of the Services performed by Consultant under this Contract. City is granted the right to audit, at City's election, all of Consultant's records and billings relating to the performance of this Contract. Consultant agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to City's rights as may be disclosed by an audit under this section.

22. VENUE

The obligations of the parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas.

23. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

24. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

25. COUNTERPARTS

This Contract may be executed, including electronically, in one or more counterparts, each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

26. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

27. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties and their respective administrators, successors and, except as otherwise provided in this Contract, their assigns.

28. MISCELLANEOUS

A. Where applicable by law, pursuant to Section 2271.002, Texas Government Code, the Consultant hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Agreement. As used in the immediately preceding

sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001, Texas Government Code.

B. The Consultant hereby represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or Services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

C. Where applicable by law, pursuant to Section 2274.002, Texas Government Code, the Consultant hereby represents that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. As used in the immediately preceding sentence, "firearm entity" and "firearm trade association" shall have the meanings given such terms in Section 2274.001, Texas Government Code.

29. CERTIFICATION OF EXECUTION

The person or persons signing and executing this Contract on behalf of Consultant, or representing themselves as signing and executing this Contract on behalf of Consultant, do hereby warrant and certify that he, she or they have been duly authorized by Consultant to execute this Contract on behalf of Consultant and to validly and legally bind Consultant to all terms, performances and provisions herein set forth.

30. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS

This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

[Remainder of page is intentionally blank. Signatures are on the following page.]

EXECUTED this the 10th day of April, 2023, by City, signing by and through its City Manager, duly authorized to execute same by Administrative Action No. 23- 5540, approved by the City Manager on March 10, 2023, and by Consultant, acting through its duly authorized official.

APPROVED AS TO FORM:
TAMMY L. PALOMINO
Interim City Attorney

CITY OF DALLAS
T. C. BROADNAX
City Manager

BY Ashley Stockton
Ashley Stockton (Apr 12, 2023 16:56 CDT)
Assistant City Attorney AS

BY 
Majed Ghafry (Apr 10, 2023 12:59 CDT)
Assistant City Manager

CONSULTANT:
FREESE AND NICHOLS, INC.,
a Texas corporation

BY 

PRINTED
NAME Wendy S. Bonneau, FAICP

TITLE Principal / Vice President

EXHIBIT A

**CITY OF DALLAS
ZONING REVIEW AND PLANNING SERVICES**

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I | PROJECT UNDERSTANDING

The City of Dallas (CITY) is requesting proposals to provide professional urban planning and zoning services in an on-call capacity for services to address zoning and current planning and development issues impacting the CITY.

As a result of general growth within the community, new development, zoning requests and redevelopment. The project will address such issues by providing concise recommendations to the CITY, reviewing planning and zoning documents, and serve on behalf of the CITY or as a representative of the CITY at meetings, public hearings, or other formal CITY business, as requested by the CITY.

As services will be conducted for the CITY on an “as needed” basis, consultant will provide such services on an hourly fee structure. It is acknowledged that the CITY is in need of periodic zoning and current planning consulting services as described below under “Zoning and Current Planning services”, including attendance to present at meetings with CITY staff and with other entities as the CITY directs. All services provided to the CITY will be billed on an hourly basis.

Services will be requested on an as-needed and as-requested basis to review a wide variety of zoning change applications and related initiatives which include site visits, research, providing information on the application to the public. Provide professional review comments and recommendations to applicants and city staff pursuant to these reviews. As the CITY requests for each project, provide a professional planning review of the documents based upon the CITY’s plan, ordinances, and codes supplied for such review.

ARTICLE II | SCOPE

Zoning Applications and Current Planning:

The consultant shall render the following professional services, if requested by the CITY and on an as-needed basis, in connection with the review of CITY zoning/current planning activities, including but not limited to Planned Development Districts, General Zoning Changes, Specific Use Permits, and Deed Restrictions. These services will be based on a proposed hourly rate and will follow department’s policies, processes, and schedule.

- A.** Zoning and Current Planning Applications – As assigned by the CITY Planning Manager, consultant will provide professional planning and zoning reviews per the CITY’s approved planning and zoning review process, and as outlined in general terms below:
- B.** Prepares reports, studies, and documents related to development standards for zoning change applications based on the City’s development code.
- C.** Interacts and communicates with developers, consultants, property owners, residents, and the general public regarding zoning changes.
- D.** Provides technical review and analysis of private and public development proposals; identifies issues or potential problems and presents alternative solutions; conducts site inspections of proposed developments.

- E.** Authors and revises development standards present new and revised standards to the City Plan Commission.
- F.** Negotiates with applicants to achieve desired development standards.
- G.** Make clear and concise presentations during City Plan Commission, and other board meetings.
- H.** Provide tactful and appropriate responses to inquiries from the public, other departments, or agencies.
- I.** Establish and maintain cooperative-working relationships with those contacted in the course of work.
- J.** Plan, recommend, develop, and implement public policies and procedures related to urban planning and zoning.
- K.** Must possess a current and valid Texas driver's license.
- L.** Review of applications or special projects for general compliance with the CITY's development codes, ordinances and master plans. Review comments shall be sent to the CITY's client/applicant via e-mail according to the specific application schedule following department's policies, processes, and schedules.
- M.** Other planning and zoning consultation tasks, as requested by the CITY.
- N.** All work and correspondence with the applicant must be reviewed and approved by the CITY's Planning Manager. All tasks and deadlines shall follow normal department policies and schedules, under the guidance of the CITY's Planning Manager.
 - 1. Offer to the CITY suggestions on potential impacts governed by other CITY departments and regulatory agencies, as may be noticed during review of applications. Offer recommendations on input from these agencies, if applicable.
 - 2. Develop comments in written format to the CITY for the applications, based upon the review. Include applicable comments previously generated from the CITY's review. Submit copies of the application review to CITY.
 - 3. Attend City Planning Commission meetings as requested by CITY to present, provide planning advise and to answer questions concerning comments and recommendations on the subject projects.
 - 4. Provide review of resubmitted application to verify that all comments have been addressed, and to verify that revisions do not cause internal conflicts or new issues.
 - 5. Develop public hearing notices, notifications related to zoning applicants, and similar processing tasks as requested by the CITY or work with applicable CITY staff to facilitate project-related notifications.

6. Development code amendments, ordinance amendments, and other special projects (e.g., Land Use Plan and Comprehensive Plan amendments, special planning-related research projects, etc.) as requested by the CITY (coordination and timing to be mutually agreed-to between the CITY and FNI). Attend periodic pre-application and/or project review meetings with applicants and CITY staff at the request of the CITY.
 7. Attend meetings of the City Planning Commission, and/or City Council, and act as the CITY's planning representative as requested by the CITY.
 8. Provide one (1) planner to travel to the CITY's offices, at the request of the CITY for meetings with staff, developers or other individuals or entities as directed by the CITY.
 - a. Provide virtual meeting space at the request of the CITY using WebEx, Microsoft Teams, or a similar platform with the CITY's agreement and to the CITY's reasonable specifications, and coordinate sharing access links, URLs, and other information pertinent to accessing the meeting in compliance with the Texas Open Meetings Act.
 - b. The specific scheduling for all trips to the CITY will be determined and mutually agreed-to by the CITY and vendor. All time spent at the CITY, shall be billed under the scope of this contract.
- O. Professional services will be available for on-call questions from staff and meetings with and on behalf of staff, as directed and requested, providing one (1) or more planners as specified in Exhibit B on an as-needed basis, subject to availability.
1. Vendor will coordinate with and provide as directed all required documentation, reports, plans, renderings, and presentations to City staff, City Council, Boards and Commissions, the public, property owners, agencies, and businesses as required and requested.
 2. Vendor supplied professional service staff will coordinate and communicate with other entities, applicants, landowners, residents, and other involved parties, as directed, and requested.
 3. Vendor will understand and ensure compliance with associated local, State, and Federal requirements and provide guidance associated with developing trends and changes to regulatory practices, including but not limited to:
 - i. Local ordinances and development codes as needed
 - ii. The City's comprehensive plan and all area plans
 - iii. The City's development code
 - iv. The City's code of ordinances
 - v. The City's applicable plans and policies
 4. The Vendor's Planner will provide a weekly status email memo with progress and action that has been achieved that week to the City Planning Manager.
 5. The Vendor's Planner will provide a summary of tasks associated with each zoning case reviewed and/or other tasks as assigned at agreed milestones to the City Planning Manager.
 6. The Vendor's Planner will maintain a comprehensive list of cases and tracking system for each zoning case and/or other tasks as assigned on a template to be provided by the Planning Manager.

ADDITIONAL SERVICES:

As the nature of possible “other services” on-call assignments will vary dependent upon specific issues at hand, prior to any work the CITY and Vendor will meet or teleconference to define general scope, obtain an understanding of specific issues, define deliverables, and identify task schedule. Specific task assignments will be initiated with a simple letter of understanding, approved by both parties, addressing the task assignment and an estimate of budget to complete the assignment.

Additional Services to be performed, if authorized by Client, which are not included in the above-described basic services, are described as follows:

- A. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- B. Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

ARTICLE III

TIME OF COMPLETION: Project for services will expire by 09/30/2023.

ARTICLE IV | SCHEDULE HOURS, BILLING AND PAYMENT

- A. Professional Service staff will be available to work as requested and be available for trips to the City, performing the services described in A., above. Consultant and the City will mutually agree to a schedule for services in-office, including a beginning date and ending date. The Consultant shall be paid monthly following receipt and approval of invoices and an itemized log of time worked. Invoices must be prepared in accordance with the following provisions:
- B. The total billable services not to exceed \$99,980 and consultant will quote on an hourly rate.
- C. The Consultant will submit invoices monthly, typically within the first seven days of the month following the month for which hours are billed.
- D. Consultant must submit an itemized log of time worked with each invoice and logged time must be categorized according to the types of projects or activities listed in item 2 under Services, and must include the name and description of each specific project or activity on which work was performed.

ARTICLE IV**INSURANCE REQUIREMENTS**

For the duration of this service, Consultant will provide proof of Insurance Requirements set forth in Exhibit A attached to this Scope of Zoning Review and Planning Services.

**OFFICE OF PROCUREMENT SERVICES ADDENDUM****ADDENDUM NO. 1
IFS**

February 16, 2023

The intent of this document is to provide official responses, clarification, and/or notice of change to the referenced solicitation.

BID NO.: IFS CMO B2000699

BID TITLE: Zoning Review and Planning Services

BID DUE DATE & TIME: Feb 21st, 2023, 4:30 PM CST

ACTION:**Office of Procurement Services Response**

Q: We saw the Zoning Review and Planning Services procurement on Bonfire. We agree to the scope and will submit the forms. The links do not require a specific proposal. Are there any specific requirements to submit? If not, we will submit a cover letter, resume, and forms in our response. But I want to make sure we aren't missing something to be compliant.

A: The scope of work is lined out in the project files, along with the other forms necessary for submission. You should be able to submit all the needed documents related to your proposal response of the scope of work on the proposal file.

Extension,

The close date for IFS CMO B2000699 has been extended to February 21st, 2023 at 4:30 PM CST.

If there are any questions pertaining to this addendum, please login to the Solicitation Portal:

www.dallascityhall.bonfirehub.com

Enter your questions under the Messages Tab.

EXHIBIT B



PROPOSAL

CITY OF DALLAS

Zoning Review and Planning Services - Ref. #:

IFS CMO B2000699

February 21, 2023





February 21, 2023

City of Dallas
Submit via Bonfire Portal

RE: Request for Proposals (RFP) City of Dallas Zoning Review and Planning Services

Dear Selection Committee Members:

Freese and Nichols, Inc. (FNI) welcomes this opportunity to submit a proposal for the City of Dallas Zoning Review and Planning Services contract. We have taken care to assemble an exceptional team of highly-qualified professionals who are familiar with the City of Dallas and prepared to deliver a high-quality product to the local community. Our project team offers the following unique benefits:

Close Proximity – FNI’s Dallas office location at Cityplace, which would be the base of operations for this contract opportunity, is less than 15 minutes from Dallas City Hall. This enables us to be extremely responsive to project needs for meetings and observations.

Deep Stakeholder Relationships – Our project team has unique experience and deep relationships with the stakeholders involved with the zoning review and planning efforts, and have previous experience within this region of Dallas, Texas. Our staff have exceptional insight into community needs and capacity from experience carrying plans beyond adoption and into reality. As a firm, FNI has planned and executed projects for 129 years and has over 30 years of work experience in the local marketplace.

Public Engagement Expertise – FNI has extensive experience interfacing with the general public including developers, consultants, property owners and residents. We make effective use of public involvement specialty firms to do advance planning, manage websites, prepare public information pieces and organize public meetings.

National-Level Quality – FNI’s more than 1,000 multidiscipline professionals serve as trusted advisors to local government clients from offices in Texas, Georgia, Louisiana, New Mexico, North Carolina, Florida and Oklahoma. FNI will be leading this on-call effort from its office in Dallas. FNI is an innovative planning firm offering the additional expertise of our in-house engineers, architects, landscape architects, construction managers and environmental scientists. We bring nation-level, award-winning planning experience through our 24-member Urban Planning + Design Group. Our group includes 14 planners certified by the American Institute of Certified Planners (AICP), including two AICP Fellows, 22 LEED professionals firm-wide, two CNU-A accredited professionals and seven landscape architects. 80 percent of our business is repeat business. Clients trust us to get the job done and be their trusted advisor to bring innovation and client service to their communities, in part because our plans and codes quickly move to implementation post-adoption.

We are excited about continuing to work with City of Dallas on the Zoning Review and Planning Services in an on-call capacity. Please feel free to contact me directly if you have any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink that reads 'Wendy Shalay Bonneau'.

Wendy Shalay Bonneau, FAICP

Principal/Vice President

817-735-7259 | Wendy.Bonneau@freese.com

*Do you accept the terms & conditions,
please indicate true to accept: TRUE*

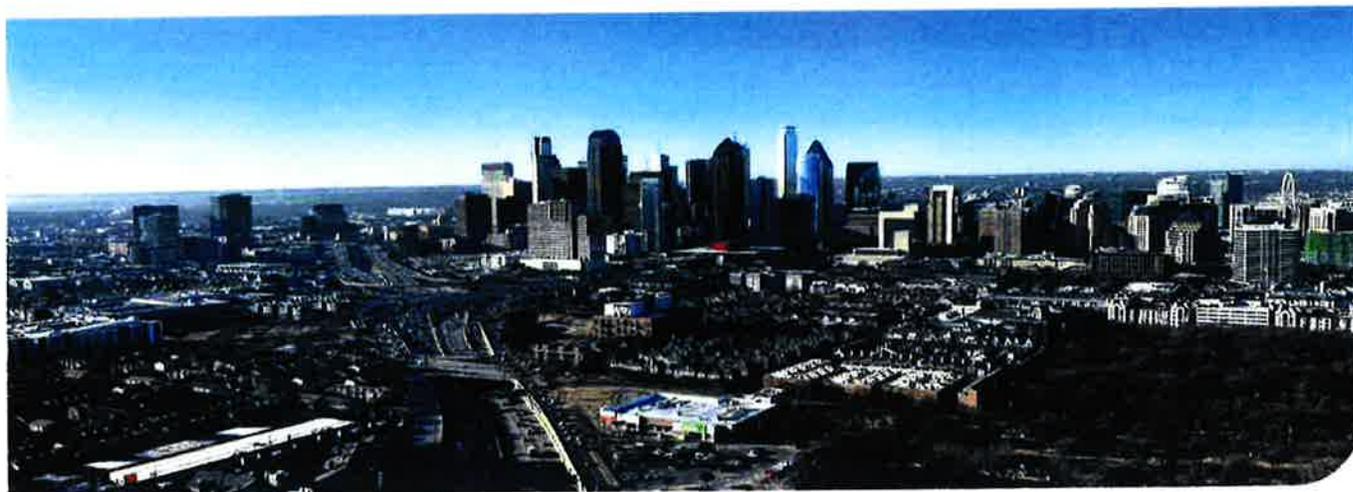


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TEAM MEMBER RESUMES



Chance Sparks, AICP, CNU-A | Urban Planner

Chance Sparks is an award-winning FNI Urban Planner, Project Manager and the Group Manager for the firm's Urban Planning+Design Group. He is experienced in planning and implementation, city management, public involvement, process development and management, comprehensive and strategic planning. He also leads parks-related planning and tourism, neighborhood planning, downtown and corridor planning, demographic and economic analysis, development regulations, visioning, historic preservation, annexation/growth policy development and analysis. His experience in municipal and state-level planning, public engagement, design and implementation, coupled with experience in city management and operations, gives him exceptional insight into community needs and capacity as someone who has carried plans beyond adoption and into reality.

Experience

20 years

Education

MPA, Urban and Environmental Planning, Texas State University

BS, Geography - Urban and Regional Planning, Texas State University

Registration

American Institute of Certified Planners

CNU-Accreditation

Relevant Project Experience

Buda On-Call Services | City of Buda | Project Manager | FNI provided professional urban planning services in an on-call capacity to address planning and development issues impacting the City, including management of a complex planned development district application and neighborhood engagement process and preparation of draft development code amendment language and internal procedures to address changes in state statutes.

On-Call Planning Services | City of Garden Ridge | Project Manager | FNI provided on-call planning services including development of three zoning districts to implement the comprehensive plan recommendations.

On-Call Planning Services | City of Midlothian | Senior Advisor | FNI is providing professional urban planning services in an on-call capacity to address planning and development issues impacting the City, as a result of general growth within the community, new development, redevelopment, or from issues that are external but affect the City due to their proximity to the City.

On-Call Planning Services | City of Brownsville | Project Manager | FNI provided professional urban planning services in an on-call capacity to address planning and development issues impacting the City, from both a physical or design aspect, as a result of general growth within the community, new development, redevelopment or from issues external but affecting the City. FNI addressed these issues by providing recommendations to the City, as well as served on behalf of the City at meetings and public hearings.

On-Call Planning Services | City of Castroville | Project Manager | FNI provided professional urban planning services in an on-call capacity to address planning and development issues impacting the City, from both a physical or design aspect, as a result of general growth within the community, new development, redevelopment or from issues external but affecting the City. This included the preparation of a new sign ordinance.

Canyon Zoning and Subdivision | City of Canyon | Urban Planner | FNI updated the City's current zoning code and subdivision regulations and created a new development manual outlining the development process.

Richard Brown | Urban Planner

Experience

42 years

Richard Brown is a disciplined and creative individual possessing 42 years of experience in municipal planning and development functions for both the public sector and private sector. He has proven public presentation and interaction skills, along with an ability to creatively and efficiently facilitate development projects within multiple municipalities across Texas.

Relevant Project Experience

rebzZFirm, LLC* | 2019-2023 | Owner/Project Manager | As Owner/Project Manager, Richard served as Client Representation (developer; homeowner association) related to rezoning and platting processes. He facilitated a team approach with other professionals (engineer, architect, attorney) to represent each client's requirements throughout the entitlement process. Richard interacted with municipal staff and appointed/elected officials to achieve a level of concurrence as projects worked through the public hearing process.

Town of Flower Mound* | 2016-2019 | Senior Planner | Richard was responsible for land use recommendations associated with development projects. He ensured compliance with all components of the Town's Master Plan; facilitated platting needs for residential and nonresidential projects; managed site plan amendment applications for all Planned Development Districts and Specific Use Permits; participated on selected intra-departmental task force and projects; presented public presentations to the Planning and Zoning Commission and interacted with Town Council prior to public hearings. Richard worked with other staff members regarding various development code amendments.

City of Dallas* | 1991-2016 | Senior Planner | During his role as Senior Planner at the City of Dallas, Richard was responsible for land use recommendations associated with development projects; facilitated platting needs for residential and nonresidential projects; managed minor amendments in excess of 870 Planned Development Districts and 1,875 Specific Use Permits; participated in community meetings to address land use issues; participated on selected intra-departmental task force and projects; presented public presentations to the City Plan Commission, City Council, and homeowner associations related to development/redevelopment projects; and coordinated with team members for the creation of specific long-range land use studies, adopted by the City Council.

The Dallas Partnership (Dallas Chamber of Commerce)* | 1986-1991 | Vice President | During his role as Vice President, Richard was responsible for assisting local companies with expansion projects; assisting businesses with certificate of occupancy and non-conforming land use issues; establishing a business retention program to focus on the needs of local corporations to ensure continuation of a Dallas/Ft. Worth address; working with companies and individuals to address platting and zoning issues; teaming with the International Development Department of the organization to work with trade missions looking for new manufacturing plant locations; and providing staff support for Board Member business development calling programs across the United States.

*Experience prior to joining FNI



City of Dallas

**OFFICE OF PROCUREMENT SERVICES
 BUSINESS INFORMATION FORM**
LEGAL NAME AND ADDRESS OF BUSINESS
Please Do Not Use All Caps

Business Name: Freese and Nichols, Inc.	
Parent Company: N/A	
Street Address, City, State, Zip 27111 North Haskell Avenue, Suite 3300, Dallas, Texas, 75201	
County: Dallas	
Contact Name: Wendy Bonneau, FAICP	Contact Telephone No.: 817-735-7259
Contact E-mail Address: Wendy.Bonneau@freese.com	

FORM OF BUSINESS ENTITY (please check one)

<input checked="" type="checkbox"/> Texas Corporation	<input type="checkbox"/> Texas Professional Corporation	<input type="checkbox"/> Texas Non-profit Corporation
<input type="checkbox"/> Texas General Partnership	<input type="checkbox"/> Texas Limited Partnership	<input type="checkbox"/> Texas Limited Liability Company
<input type="checkbox"/> Out-of-State Corporation	State of Incorporation: _____	<input type="checkbox"/> Profit <input type="checkbox"/> Non-profit
<input type="checkbox"/> Out-of-State Partnership	State of Legally Registered Partnership: <u>Texas</u>	
<input type="checkbox"/> Individual Doing Business As: _____		
<input type="checkbox"/> Other: _____		

Tax Identification No.: 75-1531935 **Texas Tax ID No.:** 1-75-1531935-2 **DUNS No.:** 07-317-7362

Length of time in business: 129 years

 1) Is your business or any of its principals currently involved in litigation adverse to the City? YES NO

 2) Is your business or any of its principals under criminal investigation? YES NO

Have you answered YES to either Question 1 or Question 2 above? Please provide the details outlining the situation on a separate document with the submission of this form.

OWNER(S) / OFFICER(S) OF THE COMPANY

Name:	Title:
Name:	Title:

Name and title of person(s) legally authorized to sign contracts:

Name: Wendy Bonneau, FAICP	Title: Principal/Vice President
Name:	Title:

COOPERATIVE PURCHASING (please check one)

 Should other governmental entities decide to participate in this contract, would you, the vendor, agree that all terms, conditions, specifications, and pricing would apply? YES NO

If you checked "YES," the following will apply:

- Governmental entities utilizing Inter-Governmental Contracts with the City of Dallas will be eligible, but not obligated, to purchase material/services under a contract(s) awarded as a result of this solicitation.
- All purchases by governmental entities, other than the City of Dallas, will be billed directly to that governmental entity, and paid by that governmental entity.
- Each governmental entity will order its own material/services, as needed. The City of Dallas will not be responsible for another governmental entity's debts.

ENVIRONMENTAL POLICY (please check)
 YES, I acknowledge and agree to comply with the City's Environmental Policy found at the following link:
<https://dallascityhall.com/departments/OEQ/Pages/contractors.aspx>



OFFICE OF PROCUREMENT SERVICES CONFLICT OF INTEREST POLICY

It is the City of Dallas' practice to obtain a conflict of interest form from every individual or business entity that is currently doing business with the City or before being considered for award.

This practice is intended to comply with the requirements under chapter 176 of Texas Local Government Code:

Conflict of Interest

During the 79th Legislative Session, House Bill 914 was approved, which added chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Dallas, including affiliations and business and financial relationships such persons may have with City of Dallas officers. An explanation of the requirements of chapter 176, applicable forms and a complete text of the new law are available at: <http://www.ethics.state.tx.us/whatsnew/conflictforms.htm>.

The vendor acknowledges by doing business or seeking to do business with the City of Dallas that he/she has been notified of the requirements under chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with the City of Dallas who does not comply with this practice may risk award consideration of any City contract.

00-201

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;">Freese and Nichols, Inc.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">N/A</p> <p style="text-align: center;">_____ Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="text-align: center;">N/A</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p style="text-align: center;">N/A</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7 <u>Wendy Bonnee</u></p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p>		<p><u>February 16, 2023</u></p> <p style="text-align: center;">Date</p>

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



**OFFICE OF PROCUREMENT SERVICES
STATEMENT OF INSURABILITY AND QUOTE**

SOLICITATION INFORMATION

Business Name: Freese & Nichols, Inc.

I, as the person(s) legally authorized to sign contracts for my company, hereby attest that I have reviewed the insurance requirements for this contract and **agree to produce a valid certificate of insurance meeting all the insurance requirements within 15 days of award notification.** If the 15-day requirement is not met, the City of Dallas has the right to reject the award.

Furthermore, I have sent the requirements to my insurance agent or broker, and **I have attached a copy of the quote for the cost of the required insurance, or proof of coverage.**

By submitting a bid or proposal, I certify the above statements are true.

INSURANCE INFORMATION

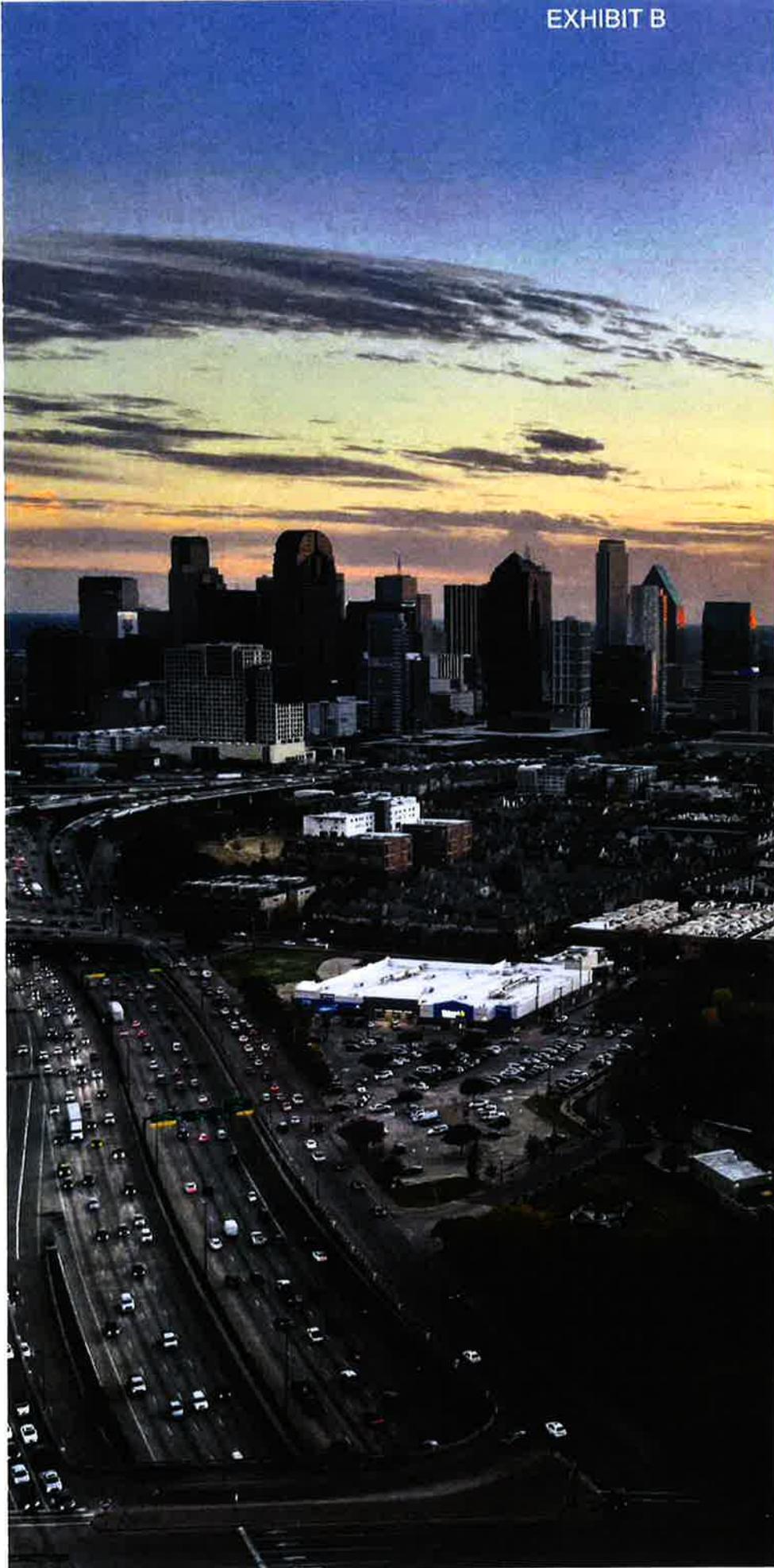
I, as the authorized representative of the insurance agency or brokerage firm, have reviewed the attached insurance requirements, provided a quote, and attest that the bidder or proposer listed above is able to obtain the required insurance.

Signature, name, and title of Insurance Representative:

Agency Name: Ames & Gough	
	1/18/23
Signature	Date
Tracy Benson	Senior Account Manager
Printed Name	Title

Questions concerning these requirements?

Please contact the City of Dallas Risk Management Division at (214) 671-9041.



235540

Mission

Innovative approaches ...
Practical results ...
Outstanding service

Vision

Be the firm of choice for
clients and employees

Values



LEADS

-   LEARN CONTINUOUSLY
-   ENGAGE AS FAMILY
-   ACT WITH INTEGRITY
-   DELIVER QUALITY
-   SERVE ALWAYS



2711 North Haskell Avenue, Suite 3300
Dallas, TX 75204
214-217-2200
www.freese.com

Compensation to FNI for the Services shall be computed on the basis of the following Schedule of Charges.

If the parties add to the scope of Services by written amendment executed by both parties, appropriately authorized by City, including the appropriate authorization and appropriation of any increase in compensation amount, the cost of such Additional Services, including but not limited to those services described as Additional Services City's Specifications, shall also be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>
Professional 1	112
Professional 2	137
Professional 3	153
Professional 4	177
Professional 5	207
Professional 6	236
Construction Manager 1	97
Construction Manager 2	120
Construction Manager 3	131
Construction Manager 4	164
Construction Manager 5	197
Construction Manager 6	225
Construction Representative 1	87
Construction Representative 2	97
Construction Representative 3	120
Construction Representative 4	131
CAD Technician/Designer 1	96
CAD Technician/Designer 2	123
CAD Technician/Designer 3	152
Corporate Project Support 1	91
Corporate Project Support 2	110
Corporate Project Support 3	146
Intern / Coop	56
Senior Advisor	175

No Services are to be performed in house by FNI (laptop(s) will be provided by the City, all printing will be at Dallas City Hall, and any outside procurement will be managed by City staff). Reimbursable/Direct expense for mileage to site visits will be allowed as a reimbursable expense as approved in advance by the Director. Mileage for approved site visits will be reimbursed at the federal mileage rate. Daily commute to Dallas City Hall not a reimbursable expense.

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the party named as such in the Contract for Professional Consulting Services – Planning and Zoning Review (the “Contract”) between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional on-call zoning and planning services performed by FNI pursuant to and as defined in the Contract.
2. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI’s disposal all available information pertinent to the Services, including previous reports and any other data relative to the Services. FNI shall have no liability for defects or negligence in the Services attributable to FNI’s reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** The standard of care for all professional Services performed or furnished by FNI under the Contract will be the skill and care ordinarily used by members of the subject profession practicing under the same or similar license and circumstances at the same time and in the same locality.
4. **INSURANCE:** FNI shall provide City with certificates of insurance with the minimum insurance coverage contained in Exhibit C to the Contract.
5. **CHANGES:** City, without invalidating the Contract, may order changes within the general scope of the Services required by the Contract by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI’s cost or the time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Contract will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under the Contract, only to the extent that such changes and additional compensation and time required for performance of such changes are added to the Contract by written amendment executed by both parties and appropriately authorized by City, including the appropriate authorization and appropriation of any increase in compensation amount.

6. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to City and in acceptance of the Services as satisfactory by City. Statements for Services shall not be submitted more frequently than monthly.

If City fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI’s statement for Services therefore, FNI may, after giving 7 days’ written notice to City, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services actually performed.

7. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of the Services provided under the Contract shall be the property of City upon payment of FNI’s fees for Services actually performed. FNI may retain copies for record purposes. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at the City’s sole risk and without liability or legal exposure to FNI, or to

FNI's independent associates or consultants. FNI may reuse all drawings, report data, and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

8. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Contract shall create any contractual relation between any subcontractor and City.
9. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to the Contract. Should there be any conflict between the purchase order and the terms of the Contract, then the Contract shall prevail and be determinative of the conflict.
10. **ARBITRATION:** No arbitration, arising out of or relating to the Contract, involving one party to the Contract may include the other party to the Contract without their approval.
11. **SUCCESSORS AND ASSIGNMENTS:** City and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither City nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) the Contract without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

EXHIBIT C

SECTION A.

CONSULTANT shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to CITY. The insurance shall be evidenced by delivery to the CITY, at the address shown in **SECTION C** (a), certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The CITY shall be named as an additional insured by endorsement to the policy and thus will be entitled to notice of cancellation of the policy in accordance with Section 1811 of the Texas Insurance Code. Upon request, the CITY shall be entitled to receive without expense, copies of the policies and all endorsements. CITY HAS NO DUTY TO PAY CONSULTANT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY.

SECTION B.

The CITY reserves the right to review the insurance requirements of this section during the effective period of the services or work performed by CONSULTANT and to modify insurance coverages and their limits when deemed necessary and prudent by City's Office of Risk Management based upon changes in statutory law, court decisions or other relevant factors. The CONSULTANT shall acquire and ensure execution of requests for deletions, revisions or modifications of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either CITY or CONSULTANT).

SECTION C. REQUIRED PROVISIONS

The CONSULTANT agrees, with respect to the required insurance as documented below, all certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a) The certificate of insurance or policy and endorsements shall be evidenced by delivery to:
 - (i) Planning and Urban Design, Attention: Andreea Udrea, 1500 Marilla Street, Dallas, Texas 76065 and
 - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- b) All certificates of insurance shall identify the service or product being provided, by including the bid number and contract or solicitation name.
- c) All certificates of insurance shall name the City of Dallas as the Certificate Holder.

SECTION D. INSURANCE COVERAGE REQUIRED

Subject to CONSULTANT'S right to maintain reasonable deductibles, CONSULTANT shall obtain and maintain in full force and effect for the duration of its engagement with the CITY and any extension hereof, at CONSULTANT'S sole expense, insurance coverage in the following type(s) and amounts:

1. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY**

Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: \$100,000.00 Each Accident
 Bodily Injury by Disease: \$100,000.00 Each Employee
 Bodily Injury by Disease: \$500,000.00 Policy Limit

The policy shall include:

- a) An endorsement to waive subrogation in favor of the City of Dallas, its officers, employees and elected representatives, for bodily injury (including death) or any other loss.
- b) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- c) Provide that CONSULTANT'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.

NOTES:

- i. If CONSULTANT will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONSULTANT shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.
- ii. If CONSULTANT is a non-subscriber or is self-insured, CONSULTANT shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

2. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of \$500,000.00 per occurrence.

The policy shall include:

- a) An endorsement naming the City of Dallas and its officers, employees

Insurance Requirements

- and elected representatives as additional insureds.
- b) An endorsement to waive of subrogation in favor of the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
 - c) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
 - d) Provide that CONSULTANT'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
 - e) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this contract.

NOTE:

- i. If CONSULTANT has no owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, CONSULTANT shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement for owned autos.

3. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Consultants and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$500,000.00 per occurrence, \$1,000,000.00 products/completed operations aggregate, \$1,000,000.00 general aggregate.

The policy shall include:

- f) An endorsement naming the City of Dallas and its officers, employees and elected representatives as additional insureds.
- g) An endorsement to waive of subrogation in favor of the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- h) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code,

Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.

- i) Provide that CONSULTANT'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- j) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this contract.

4. **PROFESSIONAL LIABILITY INSURANCE**

If CONSULTANT is a licensed or certified person who renders professional services, then Professional Liability Insurance to provide coverage against any claim which the CONSULTANT becomes legally obligated to pay as damages arising out of the performance of professional services caused by any negligent error, omission or act with minimum limits of \$500,000.00 per claim, \$500,000.00 annual aggregate.

The policy shall include:

- a) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- b) Provide that CONSULTANT'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- c) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *twenty-four (24) months* following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy

SECTION E. SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONSULTANT, the CONSULTANT shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONSULTANT as an additional insured.

(2) CONSULTANT shall obtain and monitor the certificates of insurance from each Subcontractor. CONSULTANT must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

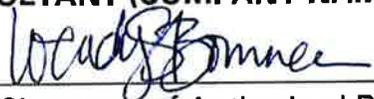
SECTION F. CONSULTANT LIABILITY

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by CONSULTANT or its subcontractors shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate CONSULTANT from liability.

SECTION G. INDEMNITY

CONSULTANT agrees to defend, indemnify and hold the CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONSULTANT'S breach of any of the terms or provisions of its engagement with the CITY, or by any negligent or strictly liable act or omission of CONSULTANT, its officers, agents, employees, or subcontractors, in CONSULTANT'S performance under its engagement with the CITY; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the CITY, its officers, agents or employees and in the event of joint and concurrent negligence or fault of CONSULTANT and the CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

CONSULTANT (COMPANY NAME): Freese and Nichols, Inc.

BY: 
Signature of Authorized Representative

NAME: Wendy Shabay Bonneau, FAICP
Name of Authorized Representative (please print)

EXHIBIT C
Insurance Requirements

235540

DATE: February 16, 2023

CERTIFICATE OF INTERESTED PARTIES

235540 FORM 1295

RECEIVED

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

2023 APR -7 AM 2:09

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2023-1004411

Date Filed:
04/07/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Freese and Nichols, Inc.
Fort Worth, TX United States

**CITY SECRETARY
DALLAS, TEXAS**

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dallas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

PNV-2023-00021735
Professional Consulting Services - Planning and Zoning Review

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pence, Bob	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Archer, Charles	Raleigh, NC United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	
	Johnson, Kevin	Dallas, TX United States	X	
	Payne, Jeff	Fort Worth, TX United States	X	
	Reedy, Mike	Houston, TX United States	X	
	Wolfhope, John	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Pam Fordtran, and my date of birth is February 12, 1962.

My address is 800 N. Shoreline, Suite 1600N, Corpus Christi, TX, 78401, US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Nueces County, State of Texas, on the 7th day of April, 2023.
(month) (year)

Pam Fordtran

Signature of authorized agent of contracting business entity
(Declarant)



City of Dallas

ADMINISTRATIVE ACTION

See Administrative Directive 4-05 for additional guidelines and routing.
File the approved form and all necessary documentation with the
City Secretary's Office to receive an official file stamp.

ADMINISTRATIVE ACTION

235540

EFFECTIVE DATE

3-15-2023

RECEIVED
21 APR -7 AM 2:05
CITY SECRETARY
DALLAS, TEXAS

1. Place an "X" in the appropriate box for the approval of:

- a. Contracts of \$100,000 or less resulting from competitive bid or formal proposal process, including service procurements made through interlocal or cooperative agreements.
- b. Amendments to competitively bid or formal proposal contracts: \$50,000 or less (may not increase original contract price by more than 1%).
- c. Professional / Personal / Planning / Other Service contracts: \$100,000 or less, per City Code Sec. 2-34.
- d. Amendments to non-bid contracts: \$100,000 or less, per City Code Sec. 2-34.
- e. WRR-FM expenditures: \$50,000 or less per City Code Sec. 2-79(C) of the City Code.
- f. Other Services (explain on attachment; for ratifications the Justification Form must be attached);
NOTE: Minor services and/or repairs not exceeding \$3,000 and which do not require a contract should be processed by requisition.

2. Is this an amendment to an existing construction contract? If yes, complete on Administrative Change Order. Yes No

3. Any Administrative Actions to this vendor in the last 12 months? If yes, attach copy of AAs within last 12 months. Yes No

4. Is Form 1295 - Certificate of Interested Parties required to comply with House Bill 1295 attached (if applicable)? Yes No N/A

Supplier Name: FREESE AND NICHOLS, INC Supplier No. 347200

Subject: ZONING REVIEW AND PLANNING PROFESSIONAL SERVICES

Lead Dept: PLANNING AND URBAN DESIGN (PNV)

Action Requested: CONTRACT REVIEW, PREPARTION AND APPROVAL FOR PROFESSIONAL PLANNING SERVICES - AWARDED RESPONSIVE BIDDER.

Contract Number: CX-PNV-2023-00021735 Contract Term: 04/06/2023 to 09/30/2023

Background: At the request of the City Manager, a contract to augment Planning and Zoning Professional Services to augment complex zoning cases and to provide on call professional services to assist with zoning applications.

HUB
Check appropriate Box
<https://mycpa.cpa.state.tx.us/tpasscmb/search/>

- YES, we contacted at least two historically underutilized businesses (HUB's) on a rotating basis.
- YES, we contacted one HUB, because only one HUB exists in Dallas County for this business category.
- NO, there are no HUB's in Dallas County to contact for this business category.
- NO, the HUB requirement does not apply, because this AA does not involve more than \$3,000 but less than \$50,000 for goods and services subject to competitive bidding that are not exempted by Local Government Code Section 252.022.

FUND	DEPT	UNIT	ACTV	OBJ	PROGRAM	ENCUMBRANCE TYPE and NUMBER	AMOUNT	
0001	PNV	1172	ECNR	3070	NA	-	\$99,980.00	
						-	\$0.00	
						-	\$0.00	
Financing:							TOTAL:	\$99,980.00

Contract Amendment Information:	Supplemental Agreement No.	Base CR/AA No.	Base Contract Date	Base Contract Amount	Sum of Previous Supplemental Agreements	Total Contract Amount Including this Action	Total Supp'l Agreement Percentage
						\$ 0.00	%

APPROVAL: Approved as being in accordance with the budget and Chapter 2 of the Dallas City Code.

By Department Director

Mar 15, 2023

Date

Ashley Stockton Apr 6, 2023 11:43 CDT

Approved as to Form by City Attorney

Apr 6, 2023

Date

Majeed Ghaliy (Mar 15, 2023 10:26 CDT)

By City Manager

Mar 15, 2023

Date