



**REGULAR MEETING & WORK SESSION
OF THE CITY COUNCIL**

August 11, 2015

ADDISON TOWN HALL

5300 BELT LINE RD., DALLAS, TX 75254

6:00 PM DINNER

6:30PM WORK SESSION

7:30PM REGULAR MEETING

WORK SESSION

-
- A. Presentation on and update from the WaterTower Theatre.
-

REGULAR MEETING

Pledge of Allegiance

-
1. Announcements and Acknowledgements regarding Town and Council
Events and Activities

Discussion of Events/Meetings

2. Public Comment.

The City Council invites citizens to address the City Council on any topic not already scheduled for Public Hearing. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker** with **fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.

Consent Agenda: Items 3-4

All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

3. Approval of the July 14, 2015 City Council Special Meeting and Work Session Minutes.

4. Approval of payment to Legacy Contracting, LP for the emergency repair work on Water Pump #2 and motor at Celestial Pump Station in the amount of \$50,277.45.

Regular Items

5. Presentation and introduction of the Metrocrest Chamber of Commerce's new president.

6. Presentation regarding the status of the Addison Arbor Foundation sculpture projects.

7. Discussion and consideration of any action relating to the appointment of the City Secretary.

8. Present, discuss, consider and take action regarding a resolution establishing a potential maximum property tax rate for the Town's fiscal year beginning October 1, 2015 and ending September 30, 2016, and designating dates for public hearings regarding the proposed budget and proposed tax rate for the said 2015/2016 fiscal

year.

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9. Discuss, consider, and take action approving a resolution for a contract to Converjint Technologies, for the purchase and installation of a camera system at the Addison PD, Court and Jail in the amount of \$100,508.43.
-
10. Discuss, consider and take action regarding an award of bid to The Christmas Light Company, for the installation, maintenance and removal of the Holiday Lights for the Vitruvian Park in the amount of \$118,210.
-
11. Present, discuss, consider, and take action regarding a contract to EAS Contracting, LP, for certain Airport aircraft and parking lot pavement improvements for an amount not to exceed \$468,741.
-
12. Discuss, consider, and take action regarding an award of bid to Stripe-A-Zone, Inc., for the annual street pavement markings project for an amount not to exceed \$94,611.50.
-
13. Discuss, consider, and take action approving a resolution for an agreement with AT&T for the relocation of cable lines in connection with the Belt Line Utility Undergrounding project in the amount of \$177,747.72.
-
14. Present, discuss, consider and take action regarding Work Authorization #14 for Les Lacs Pond Water Well Pump Rebuild under the Master Service Agreement with Halff Associates for an amount not to exceed \$77,000.
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15. Present, discuss, consider and take action regarding Work Authorization #15 for Les Lacs Pond Water Well Transfer Piping System Improvements under the Master Service Agreement with Halff Associates for an amount not to exceed \$70,000.
-
16. Present, discuss, consider and take action regarding Work Authorization #16 for Les Lacs Pond Water Quality Monitoring and Well Pump Operation Program under the Master Service Agreement with Halff Associates for an amount not to exceed \$93,000.

-
17. Discuss, consider and take action approving an ordinance providing for certain amendments to Chapter 10, Animals, of the Code of Ordinances of the Town, regarding the feeding of waterfowl.
-

Executive Session

Closed (executive) session of the Addison City Council pursuant to Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, regarding the keeping of livestock in the city limits; and pending or contemplated litigation: Town of Addison v. Landmark Structures I.L.F. and Urban Green Energy, Cause No. DC-15-07691, 44th Judicial District Court, Dallas County and demand letter from Brett Sanders.

Reconvene from Executive Session

18. **RECONVENE INTO REGULAR SESSION:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matter discussed in Executive Session.
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Adjourn Meeting

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Posted:

Chelsea Gonzalez, August 7, 2015, 5:00pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES.
PLEASE CALL (972) 450-7090 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

AI-1246

A.

Work Session and Regular Meeting

Meeting Date: 08/11/2015

Department: Conference & Theatre

AGENDA CAPTION:

Presentation on and update from the WaterTower Theatre.

BACKGROUND:

WaterTower Theatre (WTT) is and has been the primary theatre company at the Addison Conference and Theatre Centre for the last 19 years. WTT produces and co-produces six main productions annually in addition to providing numerous educational programs while offering several community outreach programs. Terry Martin, Artistic Director for the last 15 years, will update the City Council on the happenings at, and the state of, WTT.

RECOMMENDATION:

N/A

AI-1235

3.

Work Session and Regular Meeting

Meeting Date: 08/11/2015

Department: City Manager

AGENDA CAPTION:

Approval of the July 14, 2015 City Council Special Meeting and Work Session Minutes.

BACKGROUND:

N/A

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

July 14, 2015

6:00 PM

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254

6:00 PM Work Session I 7:30 PM Regular Meeting

Present: Arfsten; Carpenter; Heape; Hughes; Mayor Meier; Moore; Wilcox

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL REGULAR MEETING

July 14, 2015

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254

6:00 PM Work Session I 7:30 PM Regular Agenda

Posted by: Chelsea Gonzalez, July 10, 2015, 5:00pm

WORK SESSION

-
- A Presentation and discussion regarding the Open Meetings Act, ethics and council procedures.
-

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

Public Comment.

The City Council invites citizens to address the City Council on any topic not already scheduled for Public Hearing. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker** with **fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.

The public comment section was opened and an opportunity to speak offered to the public.

The following individuals spoke during the public comment section.

Bill Signs, 4035 Rive Lane, regarding separation agreements, 1988 misconduct investigation, and Kanter report actions.

Consent Agenda. Items 3-12

All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

-
3. Minutes for the June 23, 2015 City Council Special Meeting and Work Session.

RECOMMENDATION:

Administration recommends approval.

Motion made by Moore to approve, as submitted,
Seconded by Carpenter

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,
Moore, Wilcox

Passed

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4. Resolution authorizing the Town to designate representatives who can transact business with the TexStar investment pool.

RECOMMENDATION:

Administration recommends approval.

Motion made by Moore to approve, as submitted,

Seconded by Carpenter

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,
Moore, Wilcox

Passed

5. Resolution that authorizes the Town to designate representatives that can transact business with the TexPool local government investment pool.

RECOMMENDATION:

Administration recommends approval.

Motion made by Moore to approve, as submitted,
Seconded by Carpenter

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,
Moore, Wilcox

Passed

6. Resolution authorizing the Town to designate representatives who can transact business with the Local Government Investment Cooperative.

RECOMMENDATION:

Administration recommends approval.

Motion made by Moore to approve, as submitted,
Seconded by Carpenter

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,
Moore, Wilcox

Passed

7. Release of final payment to Fain Construction (The Fain Group, Inc.) for the completion of the Vitruvian Park Amphitheater Reconfiguration project in the amount of \$19,839.15.

RECOMMENDATION:

Administration recommends approval.

Motion made by Moore to approve, as submitted,
Seconded by Carpenter

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,
Moore, Wilcox

Passed

8. Change Order #1 to John Burns Construction for the Belt Line Road Underground Electrical construction contract in the amount of \$27,972, which includes a material price increase and the materials and labor for additional traffic lane markings.

RECOMMENDATION:

Administration recommends approval.

Mayor Meier pulled item 8, 9, and 10 from the consent agenda for clarification.

Jason Shroyer, Assistant Director of Infrastructure, spoke regarding this item.

Motion made by Mayor Meier to approve items 8, 9, and 10.

Seconded by Hughes

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,
Moore, Wilcox

Passed

9. Change Order #3 to John Burns Construction Company of Texas, Inc., for the Belt Line Road Underground Electrical construction contract in the amount of \$31,990, which includes materials and labor to install newly updated audible pedestrian crossing per the ADA (Americans with Disabilities Act) .

RECOMMENDATION:

Administration recommends approval.

Mayor Meier pulled item 8, 9, and 10 from the consent agenda for clarification.

Jason Shroyer, Assistant Director of Infrastructure, spoke regarding this item.

Motion made by Mayor Meier to approve items 8, 9, and 10.

Seconded by Hughes

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,
Moore, Wilcox

Passed

10. Change Order #4 to John Burns Construction for the Belt Line Road Underground Electrical construction contract in the amount of \$11,172, which includes materials and labor associated with remediation of contaminated soil.

RECOMMENDATION:

Administration recommends approval.

Mayor Meier pulled item 8, 9, and 10 from the consent agenda for clarification.

Jason Shroyer, Assistant Director of Infrastructure, spoke regarding this item.

Motion made by Mayor Meier to approve items 8, 9, and 10.

Seconded by Hughes

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,
Moore, Wilcox

Passed

11. Contract with Alliance Geotechnical Group, LLC, for construction materials testing and geotechnical services related to the Addison Road Rehabilitation Project in the amount of \$77,065.

RECOMMENDATION:

Administration recommends approval.

Motion made by Moore to approve, as submitted,

Seconded by Carpenter

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,
Moore, Wilcox

Passed

12. Contract with Garver LLC for the construction inspection services related to the Addison Road Rehabilitation Project in the amount of \$83,490.

RECOMMENDATION:

Administration recommends approval.

Motion made by Moore to approve, as submitted,
Seconded by Carpenter

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,
Moore, Wilcox

Passed

Regular Items

13. Discuss, consider and take action regarding a resolution appointing Bruce Arfsten as the primary representative to the Regional Transportation Council of the North Central Texas Council of Governments.

Mayor Meier recommended the appointment of Bruce Arfsten to the Regional Transportation Council (RTC) as the primary representative.

Motion made by Mayor Meier
Seconded by Moore

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,
Moore, Wilcox

Passed

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14. Present, discuss, consider and take action approving an Engagement Letter with Weaver, and Tidwell, LLP for auditing services for the fiscal year ended September 30, 2015.

RECOMMENDATION:

Administration recommends approval.

Cheryl Delaney, Deputy City Manager, spoke regarding this item.

Motion made by Arfsten to approve, as submitted,
Seconded by Hughes

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,
Moore, Wilcox

Passed

-
15. Presentation and discussion of the Town Park Dog Park Study.

RECOMMENDATION:

This presentation is intended to give the Council options for considering conversion of a portion of Town Park for dog park use going forward. Final recommendations will be presented once staff receives direction from the Council.

Slade Strickland, Director of Parks, spoke regarding this item.

Billy Dreis, Dog Park Committee Chair, and Mark Meyer, representative from TBG, also spoke regarding this item.

There was no action taken on this item.

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16. Presentation and discussion regarding the status of the Addison Athletic Club Master Plan potential funding recommendations.

Cheryl Delaney, Deputy City Manager, spoke regarding this item.

There was no action taken on this item.

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17. Present, discuss, consider and take action regarding a lease agreement with ADS US Sport Aircraft, LLC, for a conventional hangar at Addison Airport located at 4660 Jimmy Doolittle for a term of three years for an annual rental rate of \$53,300.00.

RECOMMENDATION:

Administration recommends approval.

Lisa Pyles, Director of Infrastructure and Development Services, spoke regarding this item.

Motion made by Moore to approve, as submitted,
Seconded by Heape

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,
Moore, Wilcox

Passed

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18. Present, discuss, consider, and take action regarding approval of a resolution granting a meritorious exception to Article IV, Requirements for Specific Types of Signs, Division 3, Attached Signs, Sec. 62-163. Area, Item (4) at the One Hanover Park Building located at 16633 Dallas Parkway in order to provide for an additional tenant sign on application from One Hanover Investors, LP.

RECOMMENDATION:

Administration recommends denial.

Charles Goff, Director of Development Services and Planning, spoke regarding this item.

Motion made by Hughes to approve, the resolution as submitted,
Seconded by Arfsten

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,
Moore, Wilcox

Passed

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19. Present, discuss, consider and take action regarding a Work Authorization #14 for Les Lacs Pond Water Well Pump Rebuild under the Master Service Agreement with Halff Associates for an amount not to exceed \$77,000.

RECOMMENDATION:

Administration recommends approval.

Lisa Pyles, Director of Infrastructure and Development Services, and Cheryl Delaney, Deputy City Manager, spoke regarding items, 19, 20, and 21.

Motion made by Moore to table items 19, 20, and 21, to the August 11th meeting for possible action,
Seconded by Heape

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,
Moore, Wilcox

Passed

20. Present, discuss, consider and take action regarding a Work Authorization #15 for Les Lacs Pond Water Well Transfer Piping System Improvements under the Master Service Agreement with Halff Associates for an amount not to exceed \$70,000.

RECOMMENDATION:

Administration recommends approval.

Lisa Pyles, Director of Infrastructure and Development Services, and Cheryl Delaney, Deputy City Manager, spoke regarding items, 19, 20, and 21.

Motion made by Moore to table items 19, 20, and 21, to the August 11th meeting for possible action,

Seconded by Heape

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier, Moore, Wilcox

Passed

21. Present, discuss, consider and take action regarding a Work Authorization #16 for Les Lacs Pond Water Quality Monitoring and Well Pump Operation Program under the Master Service Agreement with Halff Associates for an amount not to exceed \$93,000.

RECOMMENDATION:

Administration recommends approval.

Lisa Pyles, Director of Infrastructure and Development Services, and Cheryl Delaney, Deputy City Manager, spoke regarding items, 19, 20, and 21.

Motion made by Moore to table items 19, 20, and 21, to the August 11th meeting for possible action,

Seconded by Heape

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier, Moore, Wilcox

Passed

Executive Session

Closed (Executive) session of the Addison City Council pursuant to Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: 1) a shopping center lease in which the Town is the tenant at Village on the Parkway; 2) a sublease in which the Town is the sub-landlord to the Craft Guild of Dallas at Village on the Parkway; and pursuant to Section 551.071, Tex. Gov. Code, to deliberate the said lease of real property.

Closed (executive) session of the Addison City Council pursuant to Section 551.071, Tex. Gov. Code, to seek the advice of its attorney(s) regarding pending litigation: Town of Addison, Texas v. ProAir Developments, L.P., Cause No. DC-13-15164, 14th Judicial District, Dallas County, Texas

The City Council entered executive session at 9:05 pm.

The City Council closed executive session at 9:38 pm.

Reconvene from Executive Session

22. **RECONVENE INTO REGULAR SESSION:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matter discussed in Executive Session.

Motion made by Moore to approve, the settlement and dismissal of lawsuit as discussed in executive session.

Seconded by Arfsten

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier, Moore, Wilcox

Passed

Adjourn Meeting

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076

(deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Mayor-Todd Meier

Attest:

City Secretary-Chelsea Gonzalez

Work Session and Regular Meeting**Meeting Date:** 08/11/2015**Department:** Infrastructure- Development Services

AGENDA CAPTION:

Approval of payment to Legacy Contracting, LP for the emergency repair work on Water Pump #2 and motor at Celestial Pump Station in the amount of \$50,277.45.

BACKGROUND:

In early 2013, Council authorized the City Manager to enter into an annual contract with Legacy Contracting, LP for the maintenance and repair or replacement of the Town's potable water pumps. Celestial Pump Station houses five (5) potable water pumps and Surveyor Pump Station has three (3).

In March of 2015, staff noted that pump #2 at the Celestial Pump Station was experiencing severe vibration and heating issues. After a more thorough analysis it was determined that the pump had failed and that the motor was experiencing electrical shorts.

We asked Legacy Contracting to provide an estimate for the repair and/or replacement of this pump. Given that the repair was needed at the beginning of the hot weather season and the length of time required to make the repair, it was done on an emergency basis. The emergency nature of the repair was due to the fact that at Celestial there are three large and two smaller pumps and summer operation requires that one large pump and one smaller pump be in operation at all times in order to maintain an adequate water supply to Addison residents and businesses. Two large pumps cannot be operated at the same time without damaging the system and two smaller pumps do not have the capacity to supply enough water. Therefore, even though another smaller pump was still in service, the loss of Pump #2 left us with the potential of no redundancy at the hottest time of the year.

The cost of the repair was \$50,277.45. The pump and motor are now back into service and they have been operating since then according to specification.

The FY15 budget anticipated full pump and motor rebuild/replacements for two pumps during year. Therefore, there are adequate funds available in the budget for the repair.

RECOMMENDATION:

Administration recommends approval.

Budgeted Yes/No: Yes

Funding Source: Utilities Capital Projects Fund

Amount: \$50,277.45

Attachments

Executive Summary



Executive Summary
Celestial Pump Station Pump #2 – Emergency Repair

Recommended Vendor:

Legacy Contracting, LP

Total Recommended Award:

\$50,277.45

Basis of Contract:

Emergency Purchase

Purpose:

The purpose of this purchase was to repair/replace pump #2 at Celestial Pump Station. The pump was experiencing problems and needed to be replaced. The time of year and overall operation of the system necessitated that the repair be performed as expeditiously as possible.

Evaluation:

Legacy Contracting, LP has performed this type of work for the Town with projects coming in on time and on budget.

Funding Information:

Funding is appropriated in the Town's Utilities Capital Projects Fund

Department Director:

Lisa Pyles, Director of Infrastructure & Development Services

AI-1240

5.

Work Session and Regular Meeting

Meeting Date: 08/11/2015

Department: City Manager

AGENDA CAPTION:

Presentation and introduction of the Metrocrest Chamber of Commerce's new president.

BACKGROUND:

The purpose of this discussion is to introduce the Metrocrest Chamber of Commerce's new president, Erin Carney, to the City Council and the public.

RECOMMENDATION:

N/A

AI-1237

6.

Work Session and Regular Meeting

Meeting Date: 08/11/2015

Department: City Manager

AGENDA CAPTION:

Presentation regarding the status of the Addison Arbor Foundation sculpture projects.

BACKGROUND:

The Addison Arbor Foundation has prepared the following material regarding an update on the sculpture projects.

RECOMMENDATION:

This item is for discussion purposes only and no action needs to be taken at this time.

Attachments

Memo

Presentation

memo

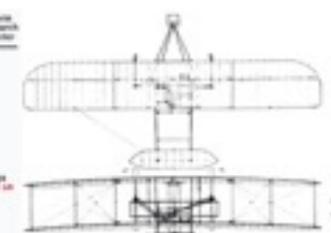
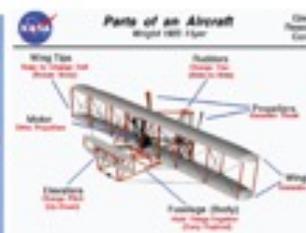
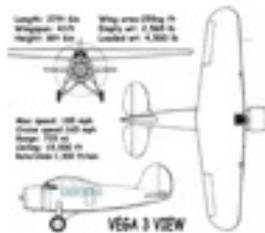
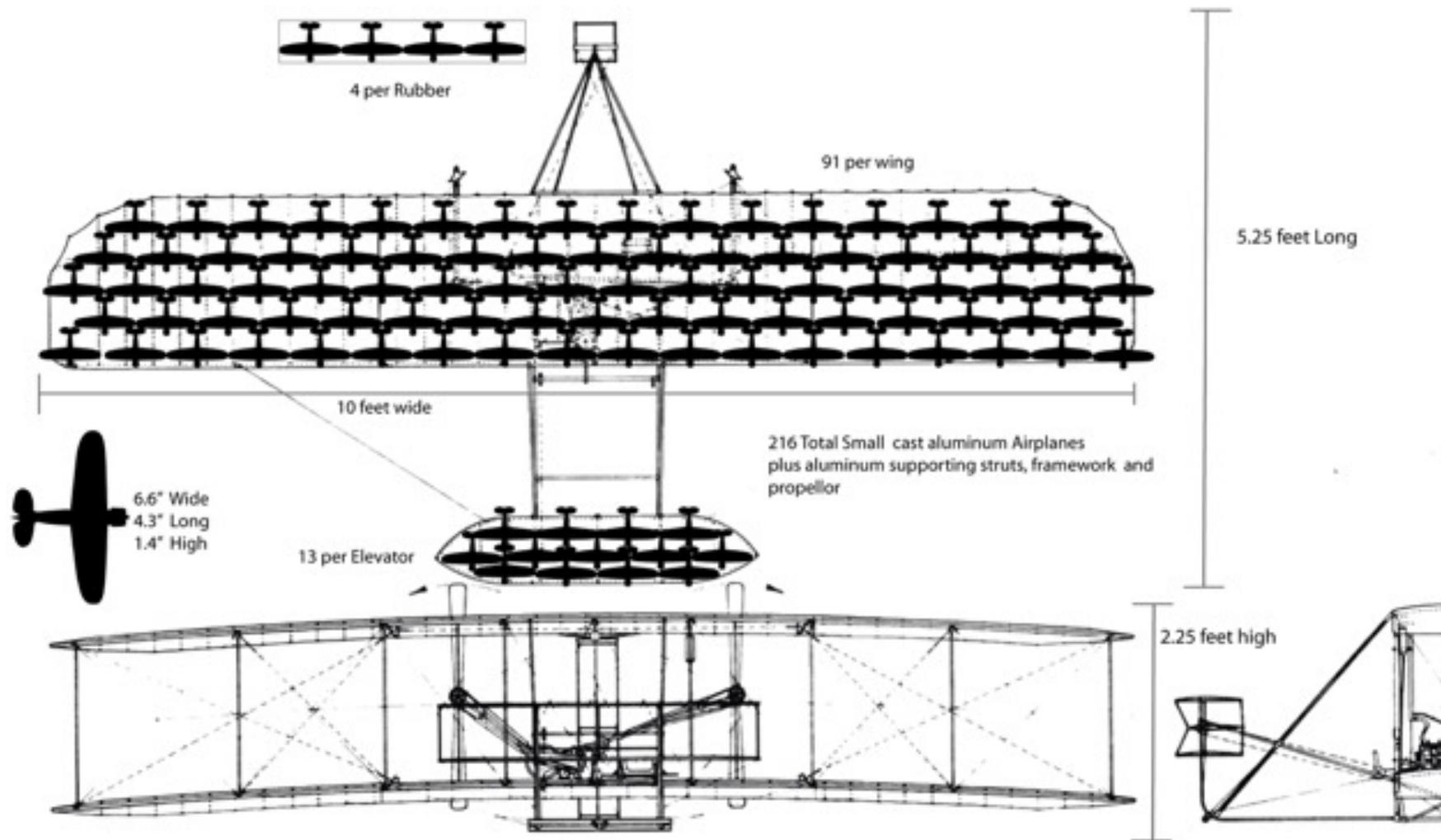
To: Chelsea Gonzalez, City Secretary
From: Dr. Jay M. Ihrig, Ph.D., LRS
CC: Mayor and Council
Date: 7/27/2015
Re: August 11, 2015 Council Meeting Presentation

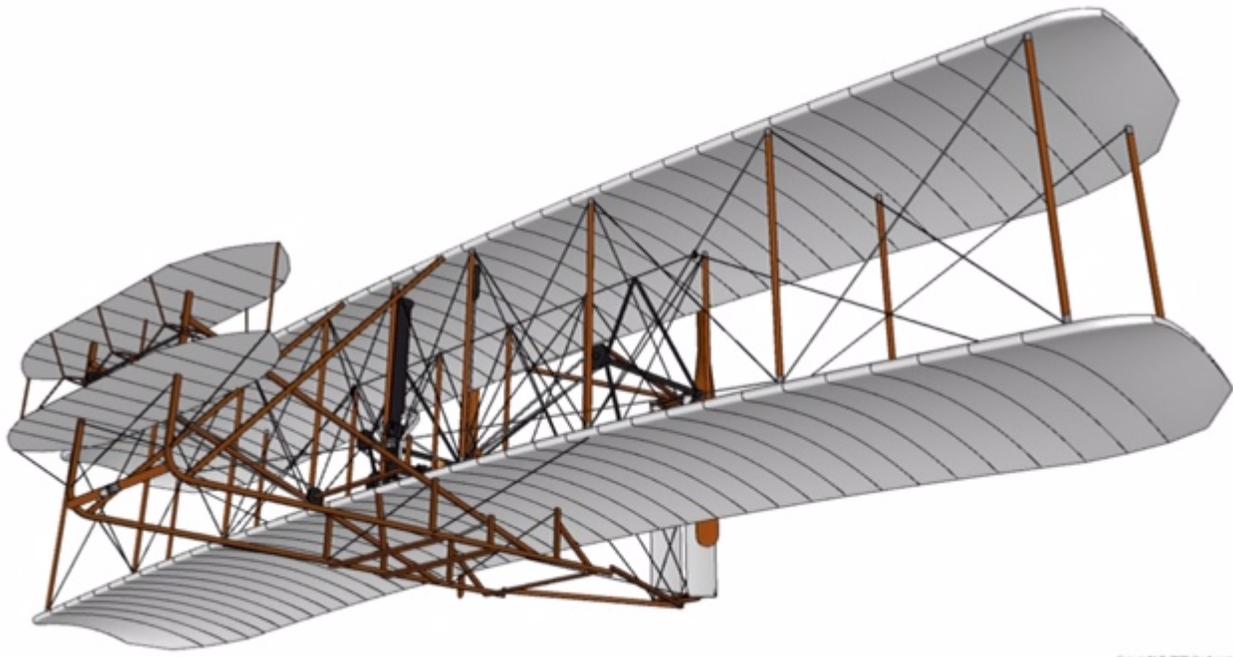
Comments: Ms. Gonzalez-- The Addison Arbor Foundation is requesting time for an information only presentation on the status of two projects. The first, is the design for the previously council approved Wright Brothers/Wiley Post sculpture for the median at the intersection of the streets bearing the aviator's names. The approved design was started by the original donor and never completed. The AAF met with Addison based GlobeRunner's CEO, Eric McGehearty to design a new sculpture for the site. Mr. McGehearty is a renowned sculptor in his own right, having a number of commissions installed, including the Firefighter's memorial boots sculpture in Ft. Worth. This piece will be fabricated of 216 small, cast aluminum Wiley Post aircraft, assembled to form the larger Wright Brothers aircraft.

The second piece, is a design concept for a single larger than life size bronze dove, by Lubbock artist Jim Eppler, who was commissioned to create the jackrabbits installation. This work is being planned for installation in Oaks North. Funds for this sculpture is from AAF and a large donation by friends and family of the late Councilman Roger Mellow. The site and design still need input from the Oaks North HOA before the commission is let.

Dr. Jay M. Ihrig, Ph.D., LRS

Wright Brothers/ Wiley Post Sculpture





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Bronze Dove Sculpture



AI-1248

7.

Work Session and Regular Meeting

Meeting Date: 08/11/2015

Department: City Manager

AGENDA CAPTION:

Discussion and consideration of any action relating to the appointment of the City Secretary.

BACKGROUND:

The City Secretary position is a Council appointment. The duties of the City Secretary are to coordinate all the open record requests to ensure that the Town is adhering to all legal requirements; coordinate the elections; manage the Town's documents and record functions; and manage the meeting agendas and minutes functions.

RECOMMENDATION:

N/A

AI-1239

8.

Work Session and Regular Meeting

Meeting Date: 08/11/2015

Department: Finance

AGENDA CAPTION:

Present, discuss, consider and take action regarding a resolution establishing a potential maximum property tax rate for the Town's fiscal year beginning October 1, 2015 and ending September 30, 2016, and designating dates for public hearings regarding the proposed budget and proposed tax rate for the said 2015/2016 fiscal year.

BACKGROUND:

The State's Truth in Taxation law requires calculation and publication of each taxing entity's net effective tax and rollback tax rates. These rates have been calculated by the Dallas County Tax Appraiser to be \$0.534304 and \$0.555525 per \$100, respectively. These rates will be published in the August 14, 2015 edition of the Dallas Morning News: NeighborsGo. Included with this agenda item is a copy of the publication notice.

The city manager's proposed budget assumes a property tax rate of \$0.555520, which exceeds the net effective tax rate. Should the Council consider a rate higher than the net effective rate, the Truth in Taxation law requires a vote of record, publication of the result of the vote of record and two public hearings. Whatever tax rate Council adopts for next year's budget, it can be no higher than the rate established by the vote of record, although it can be less than that rate.

RECOMMENDATION:

Because the City Manager's Proposed Budget provides for a tax rate exceeding the net effective rate, it is recommended that Council establishes a rate through the attached resolution.

Fiscal Impact

Budgeted Yes/No: Yes

Funding Source: General Fund

Amount: \$1,000

Attachments

Resolution

Notice of Tax Rate

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS PROPOSING A POTENTIAL MAXIMUM PROPERTY TAX RATE OF \$0.595520 PER \$100 OF TAXABLE VALUE FOR THE TOWN'S FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; PROVIDING THAT A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE CONDUCTED AT MEETINGS OF THE CITY COUNCIL TO BE HELD ON AUGUST 25, 2015 AND SEPTEMBER 1, 2014, EACH COMMENCING AT 7:30 P.M., AT ADDISON TOWN HALL, COUNCIL CHAMBERS, 5300 BELT LINE ROAD, DALLAS, TEXAS 75254; SCHEDULING A VOTE ON THE PROPERTY TAX RATE FOR THE SAID 2015/2016 FISCAL YEAR AT A COUNCIL MEETING TO BE HELD ON SEPTEMBER 8, 2015 COMMENCING AT 7:30 P.M. AT THE SAID ADDISON TOWN HALL, SUCH DATE AND TIME SUBJECT TO CHANGE AS THE COUNCIL MAY DETERMINE; SCHEDULING A PUBLIC HEARING ON THE PROPOSED BUDGET OF THE TOWN FOR SAID 2015/2016 FISCAL YEAR AT A COUNCIL MEETING TO BE HELD ON SEPTEMBER 1, 2015, COMMENCING AT 7:30 P.M., AT THE SAID ADDISON TOWN HALL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas (the "City") is in the process of evaluating and establishing a budget and a property tax rate for its fiscal year that begins October 1, 2015 and ends September 30, 2016; and

WHEREAS, Section 26.05(d) of the Texas Tax Code (the "Code") provides in part that the governing body of a municipality may not adopt a tax rate that exceeds the lower of the rollback tax rate or the effective tax rate until the governing body has held two public hearings on the proposed tax rate; and

WHEREAS, Section 26.06(b) of the Code specifies certain information to be included in the notice of such public hearings, including the date, time and location of each of the public hearings, the percentage by which the proposed tax rate exceeds the lower of the rollback tax rate or the effective tax rate, and the names of all members of the governing body, showing how each voted on the proposal to consider the tax increase (or if a member is absent, indicating the absence); and

WHEREAS, the City's tax assessor/collector, being the Dallas County Tax Assessor/Collector, has calculated the City's effective tax rate to be \$0.534304 and the rollback tax rate to be \$0.555524, and each of those rates have been published in accordance with State law; and

WHEREAS, this Resolution, among other things, proposes a property tax rate for the City's fiscal year beginning October 1, 2015 and ending September 30, 2016 that exceeds the lower of the said effective tax rate and the rollback tax rate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. A property tax rate of \$0.595520 per \$100 of tax value is proposed for the City's fiscal year beginning October 1, 2015 and ending September 30, 2016 (the "2015/2016 Fiscal Year").

The City Council will hold and conduct two public hearings on this proposed tax rate. The first public hearing will be held on August 25, 2015 at 7:30 p.m. and the second public hearing will be held on September 1, 2015 at 7:30 p.m. Each public hearing will be held and conducted at Addison Town Hall, Council Chambers, 5300 Belt Line Road, Dallas, Texas 75254. Notice of each of the said meetings and public hearings will be published and posted in accordance with law.

Section 2. The adoption of the property tax rate for the 2015/2016 Fiscal Year is scheduled to be considered by the City Council at a meeting of the City Council to be held on September 8, 2015, commencing at 7:30 p.m., at Addison Town Hall, Council Chambers, 5300 Belt Line Road, Dallas, Texas 75254. The said meeting date and time for consideration of the adoption of the property tax rate are subject to change as the Council may determine, and such change may be made by the Council by motion or otherwise, and without amending this Resolution.

Section 3. The City Council will hold and conduct a public hearing on the proposed budget for the City for the 2015/2016 Fiscal Year on September 1, 2014 commencing at 7:30 p.m. at Addison Town Hall, Council Chambers, 5300 Belt Line Road, Dallas, Texas 75254. Notice of the said meeting and public hearing will be published and posted in accordance with law.

Section 4. The above and foregoing recitals are true and correct and are incorporated into and made a part of this Resolution.

Section 5. This Resolution shall take effect upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 11th day of August, 2015.

AYES: _____

NAYS: _____

ABSENCES: _____

Todd Meier, Mayor

ATTEST:

By: _____
Chelsea Gonzalez, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

NOTICE OF 2015 TAX YEAR PROPOSED PROPERTY TAX RATE FOR TOWN OF ADDISON

A tax rate of \$0.555520 per \$100 valuation has been proposed for adoption by the governing body of Town of Addison. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

PROPOSED TAX RATE	\$0.555520 per \$100
PRECEDING YEAR'S TAX RATE	\$0.561800 per \$100
EFFECTIVE TAX RATE	\$0.534304 per \$100
ROLLBACK TAX RATE	\$0.555524 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for Town of Addison from the same properties in both the 2014 tax year and the 2015 tax year.

The rollback tax rate is the highest tax rate that Town of Addison may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS
FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

John R. Ames, PCC, CTA
Dallas County Tax Assessor/Collector
214-653-7100
TNTHELP@dallascounty.org
<http://addisontexas.net>

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 25, 2015 at 7:30 pm at 5300 Belt Line Rd, Dallas TX.

Second Hearing: September 1, 2015 at 7:30 pm at 5300 Belt Line Rd, Dallas TX.

Work Session and Regular Meeting**Meeting Date:** 08/11/2015**Department:** Information Technology**AGENDA CAPTION:**

Discuss, consider, and take action approving a resolution for a contract to Convergent Technologies, for the purchase and installation of a camera system at the Addison PD, Court and Jail in the amount of \$100,508.43.

BACKGROUND:

Currently, the camera monitoring systems at the Addison PD building, jail, court and the Addison Airport tunnel are feeding video/audio signals to the dispatch center in Addison around the clock. Addison owns/maintains the systems at PD building, court and the jail, but the NTTA (North Texas Toll Authority) owns the system at Addison Airport tunnel. These systems, including the NTTA system, were purchased and installed in 2008, and they are due to be replaced for the following reasons:

- Incompatibility - These systems, including the NTTA system, are using old analog technology which it is an incompatible platform to transfer video/audio signal to the new consolidated dispatch center,
- Licensing – The existing operating system (Windows 98) is out of commission and is not being supported by Microsoft corporation,
- Coverage after hour – Replacing this system is crucial more than ever in order to fill a void that was caused by dispatchers moving to the Joint Center. This upgrade will allow the dispatchers at the new center to remotely monitor these facilities between the hours of 5:00 p.m. and 8:00 a.m. and to dispatch help if necessary. Currently, dispatchers at the Addison PD are only staff that can respond to the walk-in/after hour requests at the PD. Also, due to the proximity, the dispatchers are only immediate support that Addison Jailers have after hours.

RECOMMENDATION:

Administration recommends approval.

Fiscal Impact**Budgeted Yes/No:** Yes**Funding Source:** 2012 Capital Project Fund**Amount:** \$100,508.43**Attachments**

Resolution
Agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A VIDEO CAMERA SYSTEM AGREEMENT BETWEEN TOWN OF ADDISON AND CONVERGINT TECHNOLOGIES LLC, A DELAWARE LIMITED LIABILITY COMPANY IN THE AMOUNT OF \$100,508.43 FOR PURCHASE AND INSTALLATION OF A VIDEO CAMERA MONITORING SYSTEM FOR THE POLICE DEPARTMENT, JAIL AND THE COURTS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Video Camera System Agreement between Town of Addison and Convergent Technologies LLC, a Delaware limited liability company, in the amount of \$100,508.43 for purchase and installation of a video camera monitoring system for The Police Department, Jail and the Courts, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 11th day of August, 2015.

Todd Meier, Mayor

ATTEST:

By: _____
Chelsea Gonzalez, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

VIDEO CAMERA SYSTEM AGREEMENT

This Video Camera Monitoring System Agreement ("**Agreement**") is entered into this 7th day of August 2015 ("**Effective Date**") by and between the Town of Addison, Texas (the "**City**") and Convergent Technologies LLC, a Delaware limited liability company ("**Convergent**") (the City and Convergent are sometimes referred to together herein as the "**Parties**" and individually as a "**Party**").

Recitals:

1. The City is the owner of certain properties and facilities located within the Town of Addison, Texas, generally described as the Addison Police Department, Jail and Courts (the "**Police Department, Jail and Courts**") located at 4799 Airport Parkway, Addison, TX 75001.

2. The City heretofore investigated and determined the need for the purchase and installation of a video camera monitoring system (the "**Video Camera System**" or "**System**") for the purpose of monitoring the Police Department, Jail and the Courts. The Video Camera System includes video cameras, antennas, cables, video recording equipment, and other related equipment and materials, related software and licenses, and related installation training and support services.

3. The City is a member of the Texas Department of Information Resources ("DIR") cooperative purchasing program, which allows the City to purchase goods and services from approved DIR members in satisfaction of state purchasing laws.

4. Convergent is a DIR vendor and at the request of the City provided a Proposal, attached hereto as **Exhibit "A"**, and incorporated herein for all purposes, for the installation of the System pursuant to DIR-SDD-1724.

5. Convergent warrants and represents that it has the skills, qualifications, expertise, experience and financial capability necessary to perform the services, as identified in the Proposal and this Agreement in an efficient and cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers. Convergent further warrants and represents that it is licensed by the State of Texas to provide the System and the services described in this Agreement.

6. The City's objectives in entering into this Agreement include, among other things, obtaining: (i) a high quality video monitoring and recording system for the Police Department, Jail and Courts; and (ii) a relationship with Convergent under which Convergent will be responsive to the requests of the City and to changes in technology and methods for providing the System. Convergent has thoroughly reviewed and analyzed the City's requisite current and future needs and requirements. Based on its review, Convergent has proposed a System to the City that Convergent represents has the capability to achieve those objectives. Convergent shall provide the System and services described in this Agreement in a manner that will best support

the City's ongoing objectives, considering the City's municipal status and the public constituency.

7. On the basis of and in reliance upon the inducements described above and in the Proposal and the representations and warranties made by Convergent in this Agreement, the City desires to engage Convergent to provide the System and perform the services described herein under the terms and conditions of this Agreement. The City has selected Convergent with the full expectation that Convergent will provide the System and services described herein in accordance with the performance levels and standards described in this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town of Addison, Texas and Convergent Technologies LLC hereby contract and agree as follows:

Section 1. **Incorporation of Recitals.** The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. **Video Camera Monitoring System**

A. ***Sale and Purchase.*** Subject to the terms, conditions, provisions, standards, and contingencies set forth in this Agreement, the City does hereby purchase from Convergent, and Convergent does hereby sell to the City, the Video Camera System as described in the Proposal.

B. ***Delivery and Installation.***

1. Upon the City giving written notice to Convergent to proceed with the System for the Police Department, Courts, and Jail (the "**Notice to Proceed**"), Convergent shall thereafter promptly provide and cause all of the Video Camera System equipment, materials and supplies (including, without limitation, all cameras, cables, antennas, and software described in the Proposal) (together, the "**System Equipment**") to be installed.

2. Convergent will retain risk of loss and damage for all Police Department, Courts, and Jail System Equipment while the same is in its possession or control and during any periods of delivery (whether initially or upon the return to Convergent of any Police Department, Courts, and Jail System Equipment) and installation. Convergent will be responsible for any damage caused by its officers, employees, contractors, subcontractors, agents, or representatives.

3. Convergent shall fully and finally complete to the City's satisfaction the installation of the System Equipment within ninety (90) days following Convergent's receipt of the Notice to Proceed. A list of requirements to be met and completed by Convergent under this Agreement is set forth in **Exhibit "B,"** attached hereto and incorporated herein for all purposes.

If required for the work and services of Convergent hereunder, Convergent shall promptly submit to the City for its review shop drawings, product data, samples and similar submittals, and the City shall promptly review and consider approval of such submittals.

Notwithstanding any other provision hereof, City's approval, acceptance, use of or payment for all or any part of Convergent's shop drawings, product data, samples, or similar materials, or any work or services hereunder or of the project itself or any portion thereof, shall in no way alter Convergent's obligations or the City's rights hereunder. Approval, acceptance, use of, or payment by City of or for any of Convergent's shop drawings, product data, samples, or similar materials, or any work or services hereunder or of the project itself or any portion thereof, shall not constitute nor be deemed a release of the responsibility and liability of Convergent, its owners, employees, subcontractors, representatives, agents and consultants for the accuracy and competency of the same, nor shall such approval, acceptance, use or payment be deemed to be an assumption of or an indemnification for such responsibility or liability by City for any defect, error or omission in any shop drawings, product data, samples, or similar materials, or any work or services hereunder or of the project itself or any portion thereof, it being understood that City at all times is relying on Convergent's skill and knowledge in preparing and performing the same.

4. Convergent will develop, in consultation with and subject to the approval of the City, an acceptance test plan outlining the scope of, process for, and criteria for testing of the System. The purpose of the acceptance test ("**Acceptance Test**") is to demonstrate that the System meets all of the System specifications and the terms and conditions of this Agreement. Convergent shall manage the Acceptance Test and shall have primary responsibility for the testing.

5. If, upon the completion of the Acceptance Test, the System or any part thereof does not meet all of the specifications and the terms and conditions of this Agreement to the City's satisfaction, Convergent will correct the deficiencies and acceptance testing will be repeated to the extent necessary to demonstrate that the deficiencies have been corrected and approved by the City. If within ten (10) calendar days (unless further extended by the City) after the repeated testing the System still has not met all of the specifications and the terms and conditions of this Agreement to the City's satisfaction, the City may thereafter elect to exercise any of its remedies under Section 6 of this Agreement.

6. No use of the System or any portion thereof by the City prior to the Final Acceptance Date (as hereinafter defined) shall constitute an acceptance of the System, any component thereof, or any of Convergent's services. The City's acceptance of the System may include a "punch list" of non-conforming items that are not material to the System performance, and Convergent agrees to use commercially reasonable efforts to promptly address all items on the punch list.

C. ***Price and Payment; System Acceptance.***

1. **Price.** Subject to the terms, conditions, provisions, and contingencies set forth in this Agreement, Convergent will acquire, install, implement, warrant, and provide the services described in this Agreement related to the Video Camera System in accordance with this Agreement for the sum of One Hundred Thousand Five Hundred Eight Dollars and forty-three cents (\$100,508.43). (the "**System Purchase Price**").

2. Payment; System Acceptance. Payment by the City to Convergent shall be in accordance with the following:

(a) *Initial Payment.* Following the City's issuance of the Notice to Proceed, Convergent may thereafter submit to the City an invoice, in form and format satisfactory to the City, in the amount of Thirty Thousand One Hundred Fifty-Two and 53/100 Dollars (\$30,152.53), which amount represents thirty percent (30%) of the System Purchase Price. The City shall pay such invoice within thirty (30) days of its receipt of the invoice.

(b) *Payment following Delivery of System Equipment.* Upon delivery of all of the System Equipment to the location of the work, as certified to the City by Convergent in form and format as the City may require, Convergent shall submit to the City an invoice, which is in form and format satisfactory to the City, for Forty Thousand Two Hundred Three and 37/100 Dollars (\$40,203.37), which amount represents forty percent (40%) of the System Purchase Price. Such invoice shall include true and correct copies of any and all receipts, invoices, and other documents and materials in support of, and such additional documents, materials and information as the City may request in connection with, the invoice, the equipment, and the cost thereof. The City shall pay such invoice within thirty (30) days of its receipt of the invoice; provided the System Equipment has been properly delivered and is in good working order and to the City's satisfaction.

(c) *Remaining Purchase Price Amounts; Acceptance.* Upon:

(i) the completion of the installation of the System,

(ii) final completion of the Acceptance Test and any additional testing of the System to ensure that the System is fully functional and operates in accordance with this Agreement and as represented by Convergent and is to the City's satisfaction,

(iii) the completion of the start-up assistance and training for the System, and

(iv) the completion to the City's satisfaction of all of other terms and conditions of this Agreement relating to the installation of the System,

the City shall give written notice to Convergent that the System has been accepted (the date of such written notice being the "**System Final Acceptance Date**"). After its receipt of such written notice, Convergent shall submit an invoice to the City for Thirty Thousand One Hundred Fifty-Two and 53/100 Dollars (\$30,152.53), which amount represents thirty percent (30%) of the System Purchase Price, and the City shall pay the same within thirty (30) days following its receipt of an invoice which is in form and format satisfactory to the City. Such invoice shall include true and correct copies of any and all receipts, invoices, and other documents and materials in support of, and such additional documents, materials and information as the City may request in connection with, the invoice,

the System Purchase Price and the work performed and services provided by Convergent hereunder.

Section 3. Insurance; Indemnity; Bonds.

A. **Insurance.** At all times in connection with this Agreement, Convergent, at its own expense, shall purchase, maintain and keep in force, in a company or companies lawfully authorized to do business in Texas, such insurance as described and in the minimum amounts set forth below:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include, without limitation, contractual liability (covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement) and products/completed operations (\$1,000,000 products/ completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the work has been completed. If such commercial general liability insurance contains a general aggregate limit, it shall apply separately to the work and services under this Agreement.
2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
3. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, nonowned, and hired car coverage.

With reference to the foregoing insurance requirements, Convergent shall specifically endorse applicable insurance policies as follows:

1. The Town of Addison, Texas ("Town of Addison" for the purposes of this section) shall be named as an additional insured with respect to General Liability and Automobile Liability, such additional insured status being with respect to liability arising out of the work and services of Convergent under this Agreement, but only to the extent of liabilities falling within the indemnity obligations of Convergent set forth in this Agreement.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
3. A waiver of subrogation in favor of the Town of Addison, Texas, its officials, officers, employees, and agents, shall be contained in each policy required herein.
4. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days notice prior to cancellation or non-renewal of the insurance.

5. All insurance policies must be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
6. All insurance policies, which name the Town of Addison as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Convergent may maintain reasonable and customary deductibles, subject to approval by the Town of Addison.
9. Insurance must be purchased from insurers that are financially acceptable to the City and licensed to do business in the State of Texas.
10. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to the Town of Addison immediately upon execution of this Agreement (and, as needed, the same shall be updated and new certificates of insurance prepared, executed and delivered to reflect the renewal and/or continuing coverage of such insurance), and shall:
 - (a) List each insurance coverage described and required herein. Such certificates shall also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
 - (b) Specifically set forth the thirty (30) day notice-of-cancellation or termination provisions to the Town of Addison.
 - (c) Upon request, Convergent shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

B. *CONVERGENT'S INDEMNITY OBLIGATION.*

1. **CONVERGENT AGREES TO AND SHALL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE CITY), INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS, ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (TOGETHER, "INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, JUDGMENTS, LIABILITIES, LIENS, PROCEEDINGS, DEMANDS, HARM, LOSSES, PENALTIES, FINES, EXPENSES, FEES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES, OF ANY KIND AND NATURE WHATSOEVER, MADE UPON OR INCURRED BY THE CITY AND/OR ANY OTHER INDEMNIFIED PERSONS, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), ARISING OUT OF, RESULTING FROM, RELATING TO, OR ATTRIBUTABLE TO: (A) THE WORK AND SERVICES TO BE PROVIDED BY CONVERGENT UNDER THIS AGREEMENT AS DESCRIBED IN SECTION 2, ABOVE, (B) ANY**

REPRESENTATIONS AND/OR WARRANTIES BY CONVERGINT UNDER THIS AGREEMENT, (C) ANY PERSONAL INJURIES (INCLUDING BUT NOT LIMITED TO DEATH) TO ANY CONVERGINT PERSONS (AS HEREINAFTER DEFINED) AND ANY THIRD PERSONS OR PARTIES, (D) ANY MALFUNCTION OF EQUIPMENT SUPPLIED BY CONVERGINT OR ANY OF CONVERGINT'S PARTIES, AND/OR (E) ANY ACT OR OMISSION UNDER, IN PERFORMANCE OF, OR IN CONNECTION WITH THIS AGREEMENT BY CONVERGINT OR BY ANY OF CONVERGINT'S OWNERS, DIRECTORS, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, LICENSEES, SUBLICENSEES, OR ANY OTHER PERSON OR ENTITY FOR WHOM CATERER IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, DIRECTORS, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, LICENSEES, AND SUBLICENSEES (COLLECTIVELY, "CONVERGINT PERSONS"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE CITY OR ANY OTHER OF THE INDEMNIFIED PERSONS, OR CONDUCT BY THE CITY OR ANY OTHER OF THE INDEMNIFIED PERSONS THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. HOWEVER, CONVERGINT'S LIABILITY UNDER THIS CLAUSE SHALL BE REDUCED BY THAT PORTION OF THE TOTAL AMOUNT OF THE CLAIMS (EXCLUDING DEFENSE FEES AND COSTS) EQUAL TO THE INDEMNIFIED PERSON OR PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE, OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND, THAT CAUSED THE LOSS. LIKEWISE, CONVERGINT'S LIABILITY FOR INDEMNIFIED PERSON'S DEFENSE COSTS AND ATTORNEYS' FEES SHALL BE REDUCED BY THAT PORTION OF THE DEFENSE COSTS AND ATTORNEYS' FEES EQUAL TO THE INDEMNIFIED PERSON OR PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE, OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND, THAT CAUSED THE LOSS.

2. With respect to Convergent's indemnity obligation set forth in subsection (a) of this Section 3.B.1., Convergent shall have no duty to indemnify an Indemnified Person for any Claims caused by the sole negligence of the Indemnitee.

3. CONVERGINT SHALL PROMPTLY ADVISE THE TOWN OF ADDISON IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY INDEMNIFIED PERSONS RELATED TO OR ARISING OUT OF CONVERGINT'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONVERGINT'S SOLE COST AND EXPENSE. THE INDEMNIFIED PERSONS SHALL HAVE THE RIGHT, AT THE INDEMNIFIED PERSONS' OPTION AND OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONVERGINT OF ANY OF ITS OBLIGATIONS HEREUNDER. THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

4. Notwithstanding any other provision of this Agreement, in no event shall either City of Addison or Convergent Technologies be liable one to the other for special, indirect, incidental or consequential damages, including commercial loss, or lost profits, even if either party has been advised of the possibility of such damages.

Section 4. **Warranty and Representations.**

A. Convergent warrants that its services and work will be provided in a professional, good and workmanlike manner, consistent with the commercially accepted best practices and standards that are in use in Convergent's line of business as of the time such services and work are provided. Convergent covenants that its services and work shall meet the City's standard work rules, security regulations or similar requirements if Convergent is informed of same. Convergent warrants and represents that it has the skills, qualifications, expertise, experience and financial capability necessary to perform the services described in the Proposal, the Convergent Proposal and this Agreement in an efficient and cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other business.

B. Convergent warrants its service and work as described in this Agreement for a period of one (1) year from and after the System Final Acceptance Date. If, during such time period, any of Convergent's work is found to be not in accordance with the requirements of this Agreement or is otherwise defective or improperly constructed, Convergent shall correct it promptly after receipt of written notice from the City to do so.

C. Convergent warrants the System and all components thereof, including all equipment, will perform in accordance with the applicable specifications therefor. This warranty is for a period of one (1) year from and after the System Final Acceptance Date. This warranty does not include damage to equipment caused solely by weather, vandalism, modifications of equipment not authorized or performed by Convergent or its authorized subcontractor or representative, or equipment misuse by the City.

D. Convergent represents and warrants that it has clear title to and the right to sell (or will have clear title to and the right to sell prior to and at the time of the sale of the items to the City) the equipment, materials, products, and other items to be delivered by Convergent hereunder. Convergent represents and warrants that it has clear title to and the right to sell or license any computer software, computer hardware and/or materials to be delivered hereunder. **CONVERGENT EXPRESSLY UNDERTAKES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PERSONS FROM AND AGAINST, AT THE CONTRACTOR'S SOLE COST AND EXPENSE, AGAINST ANY AND ALL ACTIONS, LAWSUITS, OR PROCEEDINGS BROUGHT AGAINST THE INDEMNIFIED PERSONS (OR ANY OF THEM) AS A RESULT OF COPYRIGHT OR TRADEMARK INFRINGEMENT FILED AGAINST THE SERVICES, EQUIPMENT, MATERIALS, OR PRODUCTS USED HEREUNDER, AND AGREES TO PAY ANY JUDGMENT OR LIEN RESULTING FROM ANY SUCH ACTIONS, LAWSUITS, OR PROCEEDINGS, EXCEPT TO THE EXTENT THE INFRINGEMENT IS DUE TO ANY SPECIAL DESIGN PROVIDED BY THE CITY OR ANY MODIFICATIONS PERFORMED BY THE CITY, WITHOUT CONVERGINTS CONSENT.**

E. In connection with this Agreement and prior to the System Final Acceptance Date, Convergent shall, with respect to the equipment, materials, and products described in this Agreement, assign to the City all benefits of the manufacturer's warranties on such equipment, materials, and products provided to the City, or any other guarantee which may apply to any such

products, if Convergent has such benefits, warranty or guarantee. Any third party warranties shall begin on the applicable Final Acceptance Date. In addition, Convergent represents that:

1. Any third party products shall be of satisfactory quality and fit for any purpose held out by Convergent and its subcontractors;
2. Such third party products shall comply in every material respect with any specifications, drawings, samples or description provided by Convergent, and its subcontractors; and
3. Such third party products shall comply with all statutory requirements and regulations and all codes of conduct relating to the sale of such products.

F. Convergent warrants that all work performed under this Agreement shall be free and clear of liens, claims, security interests or encumbrances in favor of Convergent, its subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to this Agreement. **CONVERGENT EXPRESSLY UNDERTAKES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PERSONS FROM AND AGAINST, AT THE CONTRACTOR'S SOLE COST AND EXPENSE, AGAINST ANY AND ALL ACTIONS, LAWSUITS, OR PROCEEDINGS BROUGHT AGAINST THE INDEMNIFIED PERSONS (OR ANY OF THEM) AS A RESULT OF LIENS FILED AGAINST THE WORK HEREUNDER, THE SITE OF ANY OF SUCH WORK, OR ANY OTHER PROPERTY OF THE CITY OR ANY THIRD PARTY, AND AGREES TO PAY ANY JUDGMENT OR LIEN RESULTING FROM ANY SUCH ACTIONS, LAWSUITS, OR PROCEEDINGS.** Convergent shall, in connection with its work hereunder, keep the premises, improvements, and property (whether real or personal) of the City and any third party free and clear of all liens.

G. Prior to execution of this Agreement, Convergent evaluated and satisfied itself as to the conditions and limitations under which their work is to be performed, including, without limitation, the location, condition, layout and nature of the site and surrounding areas.

H. Convergent represents and warrants that it is and shall be during all time of this Agreement duly organized, validly existing, and authorized to do business and in good standing in all applicable governmental jurisdictions (including, without limitation, the State of Texas) in which the failure to so qualify would have a materially adverse effect on Convergent's ability to perform its obligations hereunder.

I. There are no actual or threatened suits or claims pending that would affect Convergent's performance under this Agreement, including any suit or claim involving Convergent's right to grant a license to use any software hereunder.

J. The City shall quietly and peacefully possess all equipment, hardware, software, and other materials provided under this Agreement, and the City's right of quiet enjoyment and use and possession of the same will not be interrupted or otherwise disturbed by 'Convergent, its officers, directors, employees, agents, successors or assigns or any person, firm or entity asserting a claim under or through Convergent.

K. To the extent of any conflict between this Section and the Convergent Proposal, the terms of this Section shall control.

L. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, OR THE CONVERGENT PROPOSAL, NO FURTHER EXPRESS WARRANTIES OR GUARANTIES ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

Section 5. Safety of Persons and Property; City's Right to Stop Work; Cumulative Rights; Time.

A. In the performance of its work hereunder, Convergent shall take precautions for safety of, and shall provide protection to prevent damage, injury, harm or loss to:

1. employees on the work or other persons who may be affected thereby;
2. the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of Convergent or Convergent's subcontractors; and
3. other property at any work site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

B. Convergent shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

C. Convergent shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, harm or loss.

D. Convergent shall erect and maintain, as required by existing conditions and performance of this Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

E. If Convergent fails to correct any of its work which is not in accordance with the requirements of this Agreement or fails to carry out or perform its work under this Agreement in accordance with this Agreement, the City, by written notice, may order Convergent to stop the work hereunder, or any portion thereof, until the cause for such order has been eliminated.

Section 6. Termination; Damages.

A. ***Termination for Convenience.*** The City, by written notice, may terminate this Agreement, in whole or in part at any time and for any reason whatsoever. Upon receipt of the termination notice, Convergent will stop work as specified in the notice in an orderly and expeditious manner, place no further subcontracts or orders in connection with this Agreement (except as necessary to complete the continuing portion of the Agreement, if any), terminate all

subcontracts to the extent they relate to terminated work and, with the approval of City, settle all outstanding liabilities arising thereunder, deliver to City all equipment, materials, and products (including, without limitation, any computer hardware, software, and materials) in progress, and all applicable interests in and rights thereto, and complete performance of any work not terminated. City will pay Convergent for all equipment, materials, and products delivered and installed and all of Convergent's services properly provided and performed through the effective date of termination. In the event of such termination, Convergent shall promptly repay the City any amounts paid by the City to Convergent: (i) for equipment or materials not yet ordered or for which an obligation to purchase has not yet been incurred; and (ii) for any services of Convergent not yet rendered to the City.

B. *Termination for Cause.*

1. The City may terminate this Agreement:

- (a) if Convergent refuses or fails to supply enough properly skilled workers or proper equipment or materials;
- (b) if Convergent fails to make payment to a subcontractor for materials or labor in accordance with the respective agreements between Convergent and a subcontractor;
- (c) if Convergent disregards laws, ordinances, or rules, regulations or orders of the City or any public authority having jurisdiction over the subject matter hereof;
- (d) if Convergent otherwise breaches any provision of this Agreement, including any standard or provision regarding the services to be provided to the City during any warranty period;
- (e) if a copyright infringement claim is brought against Convergent that prevents the City from using the System Equipment;
- (f) for the institution against Convergent, or against a parent company or companies of Convergent, of bankruptcy, insolvency, reorganization, arrangement, debt adjustment, liquidation or receivership proceedings in which it is alleged that Convergent is insolvent or unable to meet its debts as they mature and the same is not satisfied or discharged within ninety (90) days after such filing;
- (g) for the filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof by Convergent, or adjudication as a bankrupt or insolvent in proceedings filed against Convergent;
- (h) for the appointment of a receiver or trustee for all or substantially all of the assets of Convergent;

(i) if Convergent fails after commencement of the work hereunder to proceed continuously and with due diligence with the installation, construction and completion of the work.

2. When any of the above reasons exist, the City, without prejudice to any other rights or remedies of the City and after giving Convergent and Convergent's surety, if any, at least five (5) days' written notice, may, terminate this Agreement and may, subject to any prior rights of the surety and in addition to any other rights or remedies of the City:

(a) take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the City; and

(b) finish the work by whatever reasonable method the City may deem expedient.

The cost to the City to finish the work shall be deducted from the System Purchase Price.

In the event of such termination, Convergent shall promptly repay the City any amounts paid by the City to Convergent (i) for equipment or materials not yet ordered or for which an obligation to purchase has not yet been incurred, and (ii) for any services of Convergent not yet rendered to the City.

C. ***Termination for Failure to Pass Acceptance Test.*** In the event the System or any portion thereof does not pass the System Acceptance Test, the City may, in its sole discretion and in addition to any other remedy hereunder, elect any of the following remedies:

1. Require continued refinement and retesting;

2. Accept the System with an equitable price adjustment for the non-conforming part of the System; or

3. Return the System, in whole or in part, and receive from Convergent a repayment of any funds paid to Convergent by the City under this Agreement and any damages resulting from the failure of the System to pass the Acceptance Test (and Convergent shall at its cost remove the System).

Section 7. **Documents.** To the extent of a conflict which cannot be reconciled (as determined by the City) between this Agreement and the Convergent Proposal, this Agreement shall control over the Convergent Proposal.

Section 8. **Assignment.** Inasmuch as this Agreement is intended to secure the specialized services of Convergent, Convergent has no authority or power to and shall not assign, transfer, pledge, delegate, license, subcontract or otherwise convey this Agreement or any right, duty or obligation hereunder or any other part hereof without the prior written consent of the City, and any such assignment, transfer, pledge, delegation, license, subcontract or other conveyance without the City's prior written consent shall be considered null and void *ab initio* and shall be cause for the City to immediately terminate this Agreement.

Section 9. **Venue; Compliance With Laws.** In the event of any suit or action under this Agreement, exclusive venue for all suits or actions shall be instituted and maintained in Dallas County, Texas. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction.

Convergent shall comply with and give notices required by all laws, ordinances, rules and regulations and lawful orders and all other requirements of public authorities bearing on its performance of and under this Agreement.

Section 10. **Entire Agreement and Modification; Severability.** This Agreement supersedes all previous agreements and constitutes the entire understanding of the Parties. Convergent shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect.

Section 11. **Survival; Rights and Remedies Cumulative; Waivers.** All obligations arising prior to the termination of this Agreement allocating responsibility or liability of or between City and Convergent shall survive completion of the work and services hereunder and termination of this Agreement. The rights and remedies provided by this Agreement are cumulative, may be pursued successively or concurrently as either party may elect, and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other rights and remedies, and said rights and remedies are given in addition to any other rights and remedies the Parties or either of them may have in law, in equity, or otherwise. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. All waivers must be in writing and signed by the waiving party.

Section 12. **Independent Contractor.** Convergent shall, during the entire term of this Agreement, be construed to be an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the manner in which Convergent performs the services and work which are the subject matter of this Agreement; provided always however that the services to be provided by Convergent shall be provided in a manner consistent with all applicable standards and regulations governing such services and work. In no event shall the City have control over, charge of, or responsibility for construction means, methods, techniques, sequences, or procedures for safety precautions and programs in connection with the work of Convergent hereunder.

Section 13. **Force Majeure.** In the event either the City or Convergent shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable

control of the Party obligated to perform and not be avoidable by diligence, the Party so delayed shall promptly give notice to the other Party, and thereupon performance of such act shall be excused for such period of delay.

Section 14. **Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent first class mail or by hand-delivery (including by reputable overnight carrier, such as Federal Express) to:

To the City:

Town of Addison
5300 Belt Line Road
Dallas, Texas 75254
Attn: City Manager

To Convergent:

Convergent Technologies
2304 Tarpley Suite 124
Carrollton, Texas 75006-2347
Attn:
Mike Brunsen

Notice shall be deemed to have been given upon receipt. The addresses and addressees for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

Section 15. **No Third Party Beneficiaries; Headings; “Includes”; No Waiver of Immunity.**

This Agreement shall be binding on and inure to the benefit of the parties, their respective permitted successors and permitted assigns. This Agreement and all of its provisions are solely for the benefit of the parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the City, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

Section 16. **Authority.** Each Party hereby represents that as of the date of execution of this Agreement that it has full power and authority to enter into and to perform this Agreement, and that the undersigned officers and/or agents of the Parties are the properly

authorized officials and have the necessary authority to execute this Agreement on behalf of each of the respective Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

TOWN OF ADDISON, TEXAS

CONVERGINT TECHNOLOGIES LLC

By: _____
Charles Daniels, City Manager

By: _____ 

Printed/Typed Name: Phil Kertz
Title: General Manager

EXHIBIT A

[PROPOSAL]



Security Proposal

Date: August 5, 2015

Quotation: 2011471896

To: Town of Addison

Project: Addison PD Video Upgrades + Adds REV6

FOB Shipping Point

Attn: Zeis Chen

DIR-SDD-1724

From: Convergent Technologies LLC
Sean Hamilton
sean.hamilton@convergent.com

Mobile: (469) 853-2807

Direct: (469) 568-7900

Fax: (469) 568-7901

Convergent Technologies is pleased to provide this proposal for your consideration. This quotation shall remain firm for a period of forty-five (45) days from the proposal date, and price is based upon delivery of equipment within three (3) months. Convergent Technologies payment terms are net 30.

Security System Scope of Work

Town of Addison Police Department IP Video Upgrades, 14 Camera Additions, and NTTA Encoders/Decoders 8/3/15 - Revision 6

Scope of work consists of replacing the existing (32) cameras at the Addison Police Department with (32) new Avigilon cameras and an additional (14) cameras per site walk with Zeis Chen with the Town of Addison. All new software and storage server is included in this scope as well. Convergent will re-use cabling that is in place at the existing IP camera locations and pull new Cat5e cable to the existing analog cameras. Convergent will demo all of the existing coax cabling for the analog cameras. New POE network switches and UPS battery back-up will be provided and installed. A Moxa IO Module will be installed to integrate with the "Man Down" System. The "Man Down" system will provide dry relay outputs to the Moxa IO module to allow for camera call up in the event of an alarm. Convergent will provide and install 4 - 40" TV's (including mounts) to display video in jail and dispatch.

NTTA Encoders/Decoders

The intent of this proposal is to transmit the existing NTTA video feeds displayed on 2 monitors from the current Addison PD dispatch center to the new NTECC dispatch center via the network.

- Provide and install (2) Axis M7001 video encoders in the existing video rack provided by NTTA to tie into the existing video feeds
- Provide and install (1) Everfocus quad video multiplexer in the existing video rack to combine the (4) existing video feeds into (1) quad view
- Provide and install (2) Axis M7701 video decoders at the NTECC behind the new video display monitors being provided by others
- Pull new Cat5e cable from network switch to all new encoders and decoders
- Convergent will utilize the existing network switches at each location for connectivity (Addison PD and NTECC)

USA: Atlanta • Austin • Chicago • DC • Dallas • Denver • Houston • Los Angeles • Minneapolis • Nashville • New Orleans • NY • Portland
Richmond • San Francisco • Seattle • Tulsa • Va. Beach • **CANADA:** Calgary • Edmonton • Fort McMurray • Lethbridge • Lloydminster • Vancouver

Notes:

- Network connectivity, switch ports, and static IP addresses to be provided by Addison and NTECC for NTTA Encoders/Decoders
- Analog video feeds from NTTA tunnel, fiber optic cabling and fiber video modules to be provided by others
- No warranty is included on existing equipment being provided by others
- Display monitors will be provided and installed by others

DIR-SDD-1724

Clarifications and Exclusions

- All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
- Low voltage wiring shall be installed in open cable.
- Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
- Permits or associated fees are not included.
- Customer to provide static IP addresses.
- Customer to provide a secured staging & storage area for project related materials.
- Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
- Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- Proposal does not include sales tax.

Performance Items

Yes	No	Description	Yes	No	Description
/		Material (listed on the BOM)	/		Installation of Conduit and Boxes
/		Freight (prepaid)	/		Installation of Wire Hangers
	/	Applicable Taxes	/		Specialty Back Boxes
/		One-Year Warranty on Parts	/		Installation of Specialty Back Boxes
/		One-Year Warranty on Labor	/		Connection to Building Fire Alarm Panel
	/	Low Voltage Permits	/		Installation & Power of Control Panels
	/	Electrical Installation Permit	/		Installation & Power of CCTV Cameras
/		Engineering and Drawings	/		Installation & Power of Intrusion Panels
/		Record Documentation (As-Built)	/		Installation & Power of Intercom System
/		System Programming	/		Installation & Power of Video Recorders (DVR/NVR)
	/	Floor plan with device placement and numbering (requires customer CAD)	/		120 VAC Power Receptacles
	/	Door wiring typical connections	/		Lifts and Hoists
	/	Panel wiring point with to point connections	/		Floor Coverings for Lifts and Hoists
	/	Riser drawing with home run wiring	/		Fire Stopping (Excludes Existing Penetrations)
	/	Equipment rack layout drawing	/		Patching and Painting
	/	Panel Wall Elevation drawing (may require customer CAD)	/		Electrified Door Locking Hardware
	/	Authority having Jurisdiction permit drawing (requires customer CAD)	/		Additional Lighting Requirements for Cameras
/		Project Management	/		Ceiling Tiles and Ceiling Grid Repairs
/		Mounting/Termination of Proposed Devices	/		On-Site Lockable Storage Facility
/		Testing of all Proposed Devices	/		Vertical Core Drilling
/		Operations & Maintenance Manuals	/		Horizontal Core Drilling
/		Owner Training	/		Servers by Convergent
	/	System Meets Plans/Drawings	/		Loading Software on Customer Provided Computer
/		System is Design-Build	/		Servers by Others
	/	Payment & Performance Bonds	/		Workstations by Convergent
/		Installation of Wire and Cable	/		Workstations by Others



Town of Addison

2011471896

No	Qty	Part	Description	Unit Price	Ext. Price
<p>Addison Police Department Video Upgrade (Avigilon)</p> <p>First Floor - Cameras</p> <p>Clerk Area (3 Cameras)</p>					
1	3	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$2,150.67
<p><i>Convergent will utilize existing microphones</i></p> <p>Police Entry</p>					
2	1	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$716.89
<p>Jail Entry Hallway</p>					
3	1	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$716.89
<p>West Side Lobby</p>					
4	1	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$716.89
<p>Court Room (2 Cameras and 1 Micropohone)</p>					
5	2	2.0-H3-D1-IR	2.0 Megapixel (1080p) Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens,IR illuminator	\$526.53	\$1,053.06
<p><i>Convergent will utilize existing microphone</i></p> <p>Jail Holding Area (Replace 2 IP Cameras and 1 Analog Camera)(Re-use 2 Microphones)</p>					
6	3	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$2,150.67
<p>Booking Office - (1 New Camera)</p>					
7	1	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$716.89

Town of Addison

2011471896

No	Qty	Part	Description	Unit Price	Ext. Price
			Holdover Cell (Replace 1 Analog Camera)(Add 1 - ETS Microphone Interface)		
8	1	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$716.89
9	1	SMEA-1	IP POE Camera Interface Box In line adaptor for tapping power off Ethernet powered I/P cameras to supply power to ETS Sound Surveillance microphones, accessories and breakout box for terminating the microphone to the "microphone" or "line input" of IP cameras	\$90.28	\$90.28
			Jail Cells (Replace 13 Analog Cameras with Vandal Domes and Pendant Adapters)		
10	13	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$9,319.57
11	13	AXIS T91A63 CEILIN	Ceiling Bracket. 70 cm / 28 inch. For use with AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit, AXIS 225 Pendant kit and AXIS 216/P3301 Pendant kit. White.	\$114.11	\$1,483.43
			Property Room (Replace 1 Analog Camera)		
12	4	2.0-H3-D1-IR	2.0 Megapixel (1080p) Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens,IR illuminator	\$526.53	\$2,106.12
			Sally Port - Inside (Replace 2 Cameras)		
13	2	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$1,433.78
			Sally Port - Outside (Replace 2 Cameras)		
14	2	3.0W-H3-DO1-IR	3.0 Megapixel WDR Day/Night Outdoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$838.40	\$1,676.80



Town of Addison

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No	Qty	Part	Description	Unit Price	Ext. Price
			Police Entry Drive (Replace 1 Analog Camera)		
15	1	3.0W-H3-DO1-IR	3.0 Megapixel WDR Day/Night Outdoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$838.40	\$838.40
			Rear Parking Area		
16	2	3.0W-H3-DO1-IR	3.0 Megapixel WDR Day/Night Outdoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$838.40	\$1,676.80
			Front Parking Area		
17	2	3.0W-H3-DO1-IR	3.0 Megapixel WDR Day/Night Outdoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$838.40	\$1,676.80
			Main Entry		
18	1	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$716.89
			Court Room Entry Hallway		
19	1	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$716.89
			2nd Floor Lobby		
20	1	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$716.89
			Dispatch Camera		
21	1	1.0-H3M-DO1	1.0 Megapixel (720p) Outdoor Micro Dome, 2.8mm f/1.6 lens	\$267.31	\$267.31
			Shooting Range		
22	2	1.0-H3-D1-IR	1.0 Megapixel (720p) Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$445.52	\$891.04
			Armory		
23	1	2.0-H3-D1-IR	2.0 Megapixel (1080p) Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$526.53	\$526.53
			Cable		

Town of Addison

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No	Qty	Part	Description	Unit Price	Ext. Price
24	8	VEX-555619	24-4P Unshielded Solid Plenum Cat5e Blue NTTA Camera Encoder/Decoder Video Monitor Display #1 - Single Video Feed from NTTA with Sequenced Cameras	\$206.56	\$1,652.48
25	1	AXIS M7001	1-channel video encoder. Dual streaming in H.264 and Motion JPEG; max. D1 resolution at 30/25 fps. Video motion detection. Power over Ethernet (IEEE 802.3af) only. NO midspan	\$238.77	\$238.77
26	1	AXIS P7701	1 channel network video decoder. Decodes H.264 and MPEG-4 Part 2 in max. D1 resolution at 30/25 (NTSC/PAL) fps and 720p in Motion JPEG. Decodes AAC, G726 and G.711 audio streams in mono. Supports video source sequencing. Power over Ethernet enabled. Includes power supply. Video Monitor Display #2 - (4) Video Feeds from NTTA with a 2X2 Multiplexed View	\$478.49	\$478.49
27	1	AXIS M7001	1-channel video encoder. Dual streaming in H.264 and Motion JPEG; max. D1 resolution at 30/25 fps. Video motion detection. Power over Ethernet (IEEE 802.3af) only. NO midspan	\$238.77	\$238.77
28	1	AXIS P7701	1 channel network video decoder. Decodes H.264 and MPEG-4 Part 2 in max. D1 resolution at 30/25 (NTSC/PAL) fps and 720p in Motion JPEG. Decodes AAC, G726 and G.711 audio streams in mono. Supports video source sequencing. Power over Ethernet enabled. Includes power supply.	\$478.49	\$478.49
29	1	EP4CQVGA-4	Everfocus EP4CQVGA 4 Channel Color Quad Processor Server/Client/Software/Switches/UPS/Man Down Interface Moxa IO Module	\$157.53	\$157.53

Town of Addison

2011471896

No	Qty	Part	Description	Unit Price	Ext. Price
30	1	E2210-T	Moxa ioLogik - Ethernet Micro RTU Controller with 12 digital inputs and 8 digital outputs Video Workstation and HDMI Extender's (Supports 4 HD Monitors)	\$451.39	\$451.39
31	1	4MN-HD-RMWS	Avigilon Control Center Professional high performance remote monitoring workstation with a second graphics card and processor for viewing on up to four monitors.	\$2,814.90	\$2,814.90
32	4	HHEX5E	Extends the signal of your Standard HDMI® cable 200 ft while using a CAT5E cable as transmission. Supports: 480p, 720p, 1080i, and 1080p Version: Standard HDMI® Video Encoders and Decoders for Carrollton Dispatch Center	\$121.55	\$486.20
33	2	ION-E100-HD	Single Input HD H.264 Video Encoder with POE(HDMI)	\$747.97	\$1,495.94
34	2	ION-R100	HD H.264 Video Decoder with POE (HDMI and BNC) Video Monitors and Wall Mounts	\$725.81	\$1,451.62
35	4	NS-40D510NA15	Insignia 40" LED HDTV 1080P	\$405.39	\$1,621.56
36	4	VB60C-B	Cantilever TV Wall Mount fits up to 42" TV's UPS	\$81.01	\$324.04
37	1	SU1400RMXLB3U	APC Smart-UPS RM 1400VA XL - UPS (rack-mountable) - AC 120 V - 1.05 kW - 1400 VA - 6 output connector(s) - 3U POE Network Switches	\$1,090.28	\$1,090.28
38	3	DES-1210-28P	D-Link 24 Port POE Switch Network Video Recorders	\$451.39	\$1,354.17
39	2	15.0TB-HD-NVR2	HD NVR, 15.0 TB Storage, 2U Rack Mount Software	\$9,445.12	\$18,890.24



Town of Addison

2011471896

No	Qty	Part	Description	Unit Price	Ext. Price
40	2	16C-ACC5-ENT	ACC 5 Enterprise license for up to 16 camera channels and unlimited viewing clients	\$3,641.15	\$7,282.30
41	2	8C-ACC5-ENT	ACC 5 Enterprise license for up to 8 camera channels and unlimited viewing clients	\$1,855.00	\$3,710.00
			<u>Avigilon Discount</u>		
42	1	AVIGILON DISCOUN	Avigilon Discount - Crandall ISD - Software Only.	-\$2,206.16	-\$2,206.16
			Equipment Total		\$75,087.39
			Installation		\$25,421.04
			Total		\$100,508.43

Project Investment

Total Project Investment:

\$100,508.43

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and fax directly to our office.

Sincerely,



Convergent Technologies

Sean Hamilton

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Customer Name (Printed)

Date

Authorized Signature

Printed Name/Title

EXHIBIT B

[LIST OF REQUIREMENTS]

VIDEO SURVEILLANCE – CONTROL AND MANAGEMENT SYSTEMS

PART 1 GENERAL

1.1. SUMMARY

- A. This Section specifies the minimum requirements for the Town of Addison VMS Upgrade. This Security Video Surveillance System shall include but is not limited to the following:
 - 1. Network Video Management Software (NVMS)
 - 2. Network Video Recording Hardware (NVR)

1.2. SUBMITTALS

Submittals described in this section shall be submitted by the Contractor with the original bid.

- A. Product Data
 - 1. Submit manufacturer technical specifications, typical installation drawings, system overview drawings and sample images of items included in this section.
- B. Proposal Delta
 - 1. It is the duty of the contractor to provide a working system.
- C. Qualification Statements
 - 1. Manufacturer
 - a. Submit confirmation and details of manufacturer's warranty, extended warranty, and replacement policies.
 - 2. Contractor
 - a. Submit confirmation that contractor is licensed to install video surveillance and security equipment as required by the authority having jurisdiction.
 - b. Submit history of contractor certification(s) for items in this section.
 - c. Submit references with contact information where contractor has installed items in this section.

1.3. QUALITY ASSURANCE

- A. Qualifications
 - 1. Manufacturer
 - a. Manufacturer shall have been in business for more than 5 years.
 - 2. Installers
 - a. All camera installation, configuration, setup, program and related work shall be performed by authorized integrators/electronic technicians certified by the manufacturer.
 - b. Certification for authorized integrators/electronic technicians shall include at a minimum the installation and service of the equipment provided.

1.4. WARRANTY

- A. The Contractor shall provide a single written document outlining the warranty of the manufacturer(s) product and the contractor's installation, on a single document. The document shall warrant complete

Town of Addison PD VMS Upgrade
Addison, TX

installation of all services and equipment to be free from defects in materials and workmanship for a period of no less than 1 year, starting with the date of Final System Acceptance.

PART 2 PRODUCTS

2.1. NETWORK VIDEO MANAGEMENT SERVER(S)

A. Acceptable Manufacturer(s):

1. Avigilon 15.0TB-HD-NVR2
2. The Performance requirements for the VMS server are as follows:
 - a. Form Factor: 2U Rack Mounted
 - b. Processor: Quad Core 2.0 GHz
 - c. System RAM: 4 GB
 - d. Hard Drive: SATA-II 7200 RPM Enterprise Class
3. Internal Storage Hard Drive(s): SATA-II 7200 RPM in RAID5 configuration
 - a. Storage calculations shall be included in proposal
 - b. 15TB internal usable storage shall be included
 - c. At least two Network Interface(s): minimum 1GbE per port

2.2. NETWORK VIDEO MANAGEMENT WORKSTATION(S)

A. Acceptable Manufacturer:

1. Avigilon 4MN-HD-RMWS

B. The Performance requirements for the VMS workstation are as follows:

1. Form Factor: Desktop
2. Processor: Intel® Dual Core Xeon 2.0 GHz
3. System RAM: 2 GB minimum
4. Hard Drive: SATA-II 7200 RPM
5. Network Interface: 1x1GbE minimum
6. Video Card: PCI Express, DirectX 10.0 compliant with 256 MB RAM (NVIDIA GeForce 600 series or better)

2.3. NETWORK VIDEO MANAGEMENT SOFTWARE (NVMS)

A. Acceptable Manufacturer:

1. Avigilon™ Control Center 5.6

B. Contractor shall provide all applicable Network Video Management Software (NVMS) modules and licenses required to provide a complete and fully functional integration.

C. The NVMS shall be installed on hardware which meet or exceed the manufacturer's recommended requirements:

D. The design and performance requirements for the NVMS software are as follows:

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1. The NVMS shall be available as a stand-alone software offering or pre-loaded on turn-key workstations and servers running Microsoft Windows with configurable storage.
2. The NVMS shall be an enterprise level software solution that shall be scalable from one client, server and camera up to:
 - a. 100 servers per Site.
 - b. 128 cameras per server or 20,000 cameras per Site
 - c. Indefinite number of concurrent client to Site connections, limited only by the bandwidth capability of the network and server.
3. The NVMS shall consist of server software applications and client software applications.
4. The NVMS shall include a gateway software application that connects mobile devices and other thin clients to the NVMS.
 - a. The NVMS mobile client shall be supported by:
 - 1) Android mobile devices
 - 2) Apple mobile devices.
 - b. The NVMS thin web client shall be supported by:
 - 1) Internet Explorer, Chrome, and Firefox web browsers on Windows desktops.
 - 2) Safari, Chrome, and Firefox web browsers on Macintosh desktops.
5. The NVMS shall be available in the following languages:
 - a. English
6. The NVMS shall permit server and client software applications to be installed and run on both the same computer or on separate computers.
7. The NVMS shall support storage and processing of video and audio.
 - a. Audio and video must be recorded natively from the camera with no transcoding.
 - b. Audio and video must be synchronized regardless of frame-rate, resolution or bitrate.
8. The NVMS shall support High Definition Stream Management (HDSM)[™] architecture which includes:
 - a. Support for industry standard compression formats including but not limited to:
 - 1) JPEG2000
 - 2) MJPEG
 - 3) MPEG-4
 - 4) H.264
 - b. The client and server machine shall communicate resolution real estate such that the server machine acts as a video proxy and shall know the maximum monitor resolution supported by the client machine.
 - c. Support for reducing the required client bandwidth and processing power of a megapixel video stream by transmitting only the fraction of the video stream that is visible in the video display tile. (e.g. If a user is viewing a 5MP camera in a 352x240 resolution tile then a CIF representation of the 5MP image shall be transmitted).
 - d. Support for reducing the required client bandwidth and processing power of a multi-megapixel video stream by transmitting only the relevant portion(s) of the whole scene when the client is zoomed-in to view only a portion of the scene.

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- e. Support for "data-aging", enabling a low quality and high quality stream to be recorded under the same logical ID. After an administrator defined period of time, the higher stream would be deleted and the lower stream would remain until the end of the desired retention period.
 - 1) The NVMS shall provide the ability to reduce the image rate of recorded JPEG and JPEG2000 video over time as a means of increasing record time. The image rate can be reduced to one half or one quarter of the original image rate. This setting can be configured separately for each JPEG and JPEG2000 video source.
 - 2) The NVMS shall provide the ability to record and maintain a primary and secondary video stream for a set amount of time before the primary stream is discarded as a means of increasing record time. This setting can be configured separately for each H.264 video source.
- f. High Definition Stream Management (HDSM) shall be supported for local users, remote users and mobile devices.

PART 3 PROJECT SPECIFIC REQUIREMENTS - TOWN OF ADDISON

- 3.1. The contractor is to provide video management system software to town of addison provided either physical host servers or virtual host in a vmware environment. The contractor must coordinate server requirements as well as operating system requirements for the video management system with the town's it department. The storage need to be able to retained all the videos for the last 90 days.
- 3.2. Coordinate implementation of video management system provided to ntecc's lan/wan from addison to allow remote viewing from authorized workstations utilizing the correct viewing software and access information.
- 3.3. Provide rack mounted video encoders/decoder for all cameras at police and ntecc.
- 3.4. Remove decoders connected to existing analog and ip cameras. Program all new ip camera to new video management system either to ntecc or current dispatch center and jail.
- 3.5. Provide client workstation software for monitoring and viewing capabilities.
- 3.6. Provide software/hardware interface to the man down system (a moxa io module will be installed to integrate with the "man down" system.), including include software/hardware interface programming for alarm call up of cameras on the predefined alarm events showing pre-alarm event and post alarm event recording. The "man down" system will provide dry relay outputs to the moxa io module to allow for camera call up in the event of an alarm to appropriate personnel.
- 3.7. Schedule work to ensure no down time for viewing or recording of cameras during hours of operation.
- 3.8. Provide mobile device control and viewing capabilities on a maximum of 5 mobile tablets or 5 smart phones concurrently.
- 3.9. Coordinate with the town of addison to decommission and remove existing vss head-end equipment as new equipment is installed and brought online.
- 3.10. THE CONTRACTOR TO PROVIDE TOWN OF ADDISON WITH SHOP DRAWINGS
 - A. Device placement on floor plans.
 - B. Point-to-point diagrams: Including wiring, point of connection and interconnecting devices between the following:

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Addison, TX

C. Video Surveillance System, monitors, and recording equipment

- 3.11. Contractor to provide and install (2) Axis m7001 video encoders in the existing video rack provided by NTTA to tie into the existing video feeds from the NTTA tunnel.
- 3.12. Contractor to provide and install (1) Everfocus quad video multiplexer in the existing video rack to combine the (4) existing video feeds into (1) quad view.
- 3.13. Contractor to provide and install (2) Axis m7701 video decoders at the NTECC behind the new video display monitors being provided by others.
- 3.14. Prior to completion of project, meet with Town of Addison to provide training criteria for each user level (user, supervisor and admin level).

Work Session and Regular Meeting

Meeting Date: 08/11/2015

Department: General Services

AGENDA CAPTION:

Discuss, consider and take action regarding an award of bid to The Christmas Light Company, for the installation, maintenance and removal of the Holiday Lights for the Vitruvian Park in the amount of \$118,210.

BACKGROUND:

Vitruvian Lights in Addison is a spectacular holiday light display throughout Vitruvian Park. People walk and wind through the 12-acre park, with millions of sparkling LED lights that are wrapped around approximately 555 glittering trees, creating a magical holiday wonderland.

DCO Reality, Inc., (UDR) the owner/ manager of Vitruvian Park desires to conduct and present a variety of public events within this area. The Town desires to participate in the public events and activities as a sponsor and as such entered into an Events Agreement with DCO Reality, Inc., for sponsorship reimbursement purposes. Historically, the installation and removal costs associated with the Vitruvian Lights has been paid for directly by DCO and then reimbursed by the Town through this Event agreement. As the costs for the Vitruvian Lights are funded by the Town, the City Attorney has advised that the Town should publicly bid the installation and removal and pay for such services directly. The funds that were allocated for the Vitruvian Lights in the reimbursement agreement will still be used to fund the project; however, it will be paid directly from the Town to the contractor. The Events agreement remains in place and will continue to be used for reimbursement for other events (i.e. Salsa, Vitruvian Nights Live, etc.) and activities within this area.

Requests for bids were issued in accordance with purchasing procedures. Three (3) bids were received and evaluated on June 30, 2015. The Christmas Light Company was the best value and received 100 points which was the highest overall score.

RECOMMENDATION:

Administration recommends approval.

Fiscal Impact

Budgeted Yes/No: Yes

Funding Source: General Fund

Amount: 118,210.00

Attachments

Executive Summary

Bid Tab

Evaluation Tab

Contract



Executive Summary
Bid 15-38
Vitruvian Lights Electrical, Installation & Removal

Recommended Vendor:

The Christmas Light Company

Total Recommended Award:

\$118,210.00

Basis for Award:

Best Value

Purpose:

The purpose of this contract is to install, maintain and remove the Christmas Lighting for Vitruvian Park.

Evaluation:

Requests for bids were issued in accordance with purchasing procedures. Three (3) bids were received and evaluated. The Christmas Light Company was the best value and received 100 points which was the highest overall score.

Recommendation:

Staff recommends awarding the Christmas Lights installation, maintenance and removal to The Christmas Light Company.

Funding Information:

This contract is funded from the General Fund.

Department Director:

Mark Acevedo, Director General Services & Events



IT ALL COMES TOGETHER

Vitruvian Lights Electrical, Installation & Removal

Bid Number: 15-38

Summary Evaluation Worksheet

	Maximum Points 50	Maximum Points 20	Maximum Points 20	Maximum Points 10	Maximum Points 100
Vendor Name	Price	Experience	Qualifications	References	Total
The Christmas Light Co.	50.0	20	20	10	100.0
Christmas by Zenith	37.1	18	20	10	85.1
Southern Lights	30.3	10	10	10	60.3

1. Price - Lowest price receives maximum of 50 points.
2. Experience working on similar projects, maximum 20 points
3. Qualifications, maximum 20 points
4. References, maximum 10 points

The points awarded to this Response were scored in accordance with the established criteria and represent my best judgment of the Response:

		<u>Present at Meeting:</u>	<u>Organization</u>
Wil Newcomer	07/07/15	Mark Acevedo	Town of Addison
Procurement Manager	Date	Wil Newcomer	Town of Addison
		Tom Lamberth	UDR
		Jessica Zazzara	UDR

CONTRACT
AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 11th day of August, 2015, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and The Christmas Light Company, LLC, of the City of Dallas, County of Dallas, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete the services of your response to our bid:

Vitruvian Lights Electrical, Labor & Removal RFP 15-38

and all extra work in connection therewith, under the terms as stated in the General and Specific Provisions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said service, in accordance with the conditions and prices stated in the Bid attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Bid and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The OWNER agrees to pay the CONTRACTOR \$118,210.00 in current funds for the performance of the Contract in accordance with the Bid submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON
(OWNER)

ATTEST:

By: _____

City Secretary

Party of the Second Part

(CONTRACTOR)

ATTEST:

By: _____

The following to be executed if the CONTRACTOR is a corporation:

I, _____, certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the of said corporation; that said ____(official title)____ Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

Work Session and Regular Meeting**Meeting Date:** 08/11/2015**Department:** Infrastructure- Development Services

AGENDA CAPTION:

Present, discuss, consider, and take action regarding a contract to EAS Contracting, LP, for certain Airport aircraft and parking lot pavement improvements for an amount not to exceed \$468,741.

BACKGROUND:

On July 15, 2015 bids were requested for Addison Airport Aprons and Parking Lots Rehabilitation through the Town's Purchasing Division. Bids were due and were opened at 2:00 pm on July 30th. The project consists of milling and overlay of the apron of the large hangars on the Airport's south end, pavement reconstruction of the existing asphalt pavement sections for hangar aprons along Taxilanes Tango and Sierra, and reconstruction of the asphalt parking lots for several commercial hangars on Taxilane Tango.

One bid was received by EAS Contracting, LP (EAS). EAS is currently contracted to reconstruct Taxilane Victor at the Airport and that work is underway.

Under normal circumstances, if only one bid for a project is received, staff would likely recommend that the bid be rejected, the project scoped reevaluated, and the bid reposted. In this case, staff is recommending that the bid be accepted and the contract awarded to EAS for several reasons.

- 1.) EAS has completed several construction projects at the airport; Runway 15-33 Improvements (2011), Taxiway Alpha Lighting and Pavement Rehabilitation (2012-2013), Taxilanes Romeo and Tango Pavement Rehabilitation (2013), S1 & S3 Apron Reconstruction (2014), EMAS electrical subcontractor (2014), and has always performed with the utmost competence and ability.
- 2.) A portion of the projects in this bid package will be funded by the 2015 Routine Airport Maintenance Program grant from TxDOT. This grant provides a 50/50 share of the cost of routine airfield improvement projects but the work must be completed by mid-September. Rejecting this bid and rebidding the project would jeopardize the receipt of that grant.
- 3.) Any construction on an airport brings with it various restrictions and requirements that not all contractors are able or willing to comply with. Also, if a contractor does not have experience working on an airport, especially on projects of any complexity, they are often considered unqualified to do the work. This often limits the number of contractors who will choose to bid on airport projects.
- 4.) Since EAS is already at the airport reconstructing Taxilane Victor, the airport saves on additional mobilization costs and, in fact, this bid came in under the engineer's estimate, primarily for this reason.

Given these special circumstances, staff recommends that the bid be accepted and the contract be awarded to EAS Contracting, LP.

Garver is the engineer of record for Addison Airport and they provided design and bidding services for this bid package. Their estimate for the work, including 2 additive alternates, was \$471,673. EAS's bid for the work, including the additive alternates, was \$468,741. The project will be funded by a combination of funds from the TxDOT RAMP grant (\$50,000); the Airport Capital Projects Fund (\$50,000); and the remainder (\$368,741) from the FY15 Airport Operating account.

RECOMMENDATION:

Administration recommends approval.

Fiscal Impact

Budgeted Yes/No: Yes

Funding Source: TxDOT RAMP Grant

Amount: \$50,000

Budgeted Yes/No: Yes

Funding Source: Airport Capital Projects Fund

Amount: \$50,000

Budgeted Yes/No: Yes

Funding Source: FY15 Airport Operating Account

Amount: \$368,741

Attachments

Recommendation Letter

Executive Summary

EAS Bid Summary

Contract



3010 Gaylord Parkway
Suite 190
Frisco, TX 75034
TEL 972.377.7480
FAX 972.377.8380
www.GarverUSA.com

July 31, 2015

Lisa Pyles
Director of Infrastructure
Town of Addison
PO Box 9010
Addison, TX 75001

Re: Addison Airport – Aprons and Parking Lots Rehabilitation
Bid No. 15-42
Recommendation of Award

Dear Ms. Pyles,

Bids were received for the Aprons and Parking Lots Rehabilitation project at the Town of Addison Finance Building at 2:00 pm on July 30, 2015. The project consists of three Base Bids (Collins Hangar Apron Rehabilitation, S4 Hangar Apron Reconstruction, and T14 Hangar Apron Reconstruction) and two additive alternates to reconstruct the T9 and T11 parking lots.

Only one bid was received for this project. A tabulation of the bid received and our Engineer's Opinion of Probable Cost is enclosed within this letter. EAS Contracting submitted the only bid with a total for all three base bids of \$413,064.00 and \$468,741.00 including the two bid alternates. Even though only one bid was received for this project, their bid provides a good value for the Town of Addison with their proven history working at the airport and their total bid was less than our engineer's estimate of \$471,673.00. Rebidding this project due to one bid will push the construction past mid-September jeopardizing the TxDOT RAMP grant funds that are available.

We recommend award of all three Base Bids plus the two additive alternates for the items mentioned above, to provide a contract amount of **\$468,741.00** for EAS Contracting as the best value for the Town.

Please call me if you have any questions.

Sincerely,

Garver, LLC

Mitchell McAnally, PE
Project Manager

Attachments: Bid Tabulation

**ADDISON AIRPORT
APRONS AND PARKING LOTS REHABILITATION
15-42 BID TABULATION
BID OPENING: 07/30/15; 2:00 PM**

SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		EAS CONTRACTING	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID - S4 APRON RECONSTRUCTION							
SS-120-3.1	SITE PREPARATION	L.S.	1	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00
SS-140-5.1	INLET REMOVAL	EACH	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
TX-247-6.1	FLEXIBLE BASE (COMPLETE IN PLACE), TYPE D, GRADE 1 (6")	S.Y.	5,623	\$10.00	\$56,230.00	\$11.50	\$64,664.50
TX-340-6.1	DENSE-GRADED HOT-MIX ASPHALT (METHOD), TYPE D	TON	996	\$105.00	\$104,580.00	\$114.50	\$114,042.00
D-701-5.1	8" HDPE SINGLE WALL HIGHWAY PIPE	L.F.	466	\$50.00	\$23,300.00	\$20.00	\$9,320.00
D-751-5.1	2'X2' CATCH BASIN	EACH	2	\$3,000.00	\$6,000.00	\$2,000.00	\$4,000.00
P-101-5.2	PAVEMENT REMOVAL, ASPHALT	S.Y.	5,813	\$6.00	\$34,878.00	\$9.00	\$52,317.00
P-620-5.1	PAVEMENT MARKINGS	S.F.	3,807	\$3.00	\$11,421.00	\$2.00	\$7,614.00
P-620-5.2	PAVEMENT MARKINGS REMOVAL	S.F.	1,580	\$2.00	\$3,160.00	\$2.00	\$3,160.00
T-904-5.1	SODDING	S.Y.	230	\$5.00	\$1,150.00	\$4.50	\$1,035.00
SUBTOTAL (S4) =					\$267,219.00		\$277,652.50
BASE BID - COLLINS HANGAR APRON REHABILITATION							
SS-120-3.1	SITE PREPARATION	L.S.	1	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00
SS-281-5.1	HANGAR DOOR TRACK CONCRETE	L.F.	170	\$20.00	\$3,400.00	\$20.00	\$3,400.00
P-101-5.1	ASPHALT CRACK REPAIR (>1/2" WIDTH)	L.F.	1,000	\$5.00	\$5,000.00	\$3.00	\$3,000.00
P-101-5.3	PARTIAL DEPTH ASPHALT PAVEMENT	S.Y.	268	\$120.00	\$32,160.00	\$45.00	\$12,060.00
P-101-5.4	VARIABLE DEPTH TAXIWAY MILLING (0" TO 2" DEPTH)	S.Y.	1,534	\$5.00	\$7,670.00	\$9.00	\$13,806.00
TX-340-6.1	DENSE-GRADED HOT-MIX ASPHALT (METHOD), TYPE D	TON	346	\$105.00	\$36,330.00	\$114.50	\$39,617.00
SUBTOTAL (COLLINS) =					\$92,060.00		\$77,883.00
BASE BID - T14 APRON RECONSTRUCTION							
SS-120-3.1	SITE PREPARATION	L.S.	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
TX-247-6.1	FLEXIBLE BASE (COMPLETE IN PLACE),	S.Y.	1,094	\$12.00	\$13,128.00	\$11.50	\$12,581.00
TX-340-6.1	DENSE-GRADED HOT-MIX ASPHALT	TON	187	\$105.00	\$19,635.00	\$114.50	\$21,411.50
P-101-5.2	PAVEMENT REMOVAL, ASPHALT	S.Y.	1,101	\$10.00	\$11,010.00	\$9.00	\$9,909.00
P-152-4.1	UNCLASSIFIED EXCAVATION	C.Y.	238	\$15.00	\$3,570.00	\$20.00	\$4,760.00
P-620-5.1	PAVEMENT MARKINGS	S.F.	210	\$5.00	\$1,050.00	\$2.00	\$420.00
T-904-5.1	SODDING	S.Y.	766	\$5.00	\$3,830.00	\$4.50	\$3,447.00
SUBTOTAL (T14) =					\$57,223.00		\$57,528.50
ADDITIVE ALTERNATE 1 - T-9 PARKING LOT RECONSTRUCTION							
SS-120-3.1	SITE PREPARATION	L.S.	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
SS-240-6.1	WHEEL STOP	EACH	4	\$150.00	\$600.00	\$29.00	\$116.00
TX-247-6.1	FLEXIBLE BASE (COMPLETE IN PLACE),	S.Y.	409	\$12.00	\$4,908.00	\$11.50	\$4,703.50
TX-340-6.1	DENSE-GRADED HOT-MIX ASPHALT	TON	94	\$105.00	\$9,870.00	\$114.50	\$10,763.00
TX-360-5.1	CONCRETE PAVEMENT (6")	S.Y.	31	\$150.00	\$4,650.00	\$60.00	\$1,860.00
P-101-5.2	PAVEMENT REMOVAL, ASPHALT	S.Y.	375	\$10.00	\$3,750.00	\$20.00	\$7,500.00
P-152-4.1	UNCLASSIFIED EXCAVATION	C.Y.	57	\$15.00	\$855.00	\$20.00	\$1,140.00
P-620-5.1	PAVEMENT MARKINGS	S.F.	30	\$5.00	\$150.00	\$2.00	\$60.00
T-904-5.1	SODDING	S.Y.	59	\$5.00	\$295.00	\$4.50	\$265.50
SUBTOTAL (T9) =					\$30,078.00		\$28,408.00
ADDITIVE ALTERNATE 2 - T-11 PARKING LOT RECONSTRUCTION							
SS-120-3.1	SITE PREPARATION	L.S.	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
SS-240-6.1	WHEEL STOP	EACH	8	\$150.00	\$1,200.00	\$29.00	\$232.00
TX-247-6.1	FLEXIBLE BASE (COMPLETE IN PLACE),	S.Y.	421	\$8.00	\$3,368.00	\$11.50	\$4,841.50
TX-340-6.1	DENSE-GRADED HOT-MIX ASPHALT	TON	96	\$105.00	\$10,080.00	\$114.50	\$10,992.00
P-101-5.2	PAVEMENT REMOVAL, ASPHALT	S.Y.	344	\$10.00	\$3,440.00	\$20.00	\$6,880.00
P-152-4.1	UNCLASSIFIED EXCAVATION	C.Y.	96	\$15.00	\$1,440.00	\$20.00	\$1,920.00
P-620-5.1	PAVEMENT MARKINGS	S.F.	42	\$5.00	\$210.00	\$2.00	\$84.00
T-904-5.1	SODDING	S.Y.	71	\$5.00	\$355.00	\$4.50	\$319.50
SUBTOTAL (T11) =					\$25,093.00		\$27,269.00



BID SUMMARY

	ENGINEER'S ESTIMATE	EAS CONTRACTING
BASE BID - S4 APRON RECONSTRUCTION	\$267,219.00	\$277,652.50
BASE BID - COLLINS HANGAR APRON REHABILITATION	\$92,060.00	\$77,883.00
BASE BID - T14 APRON RECONSTRUCTION	\$57,223.00	\$57,528.50
ADDITIVE ALTERNATE ALTERNATE 1 - T9 PARKING LOT RECONSTRUCTION	\$30,078.00	\$28,408.00
ADDITIVE ALTERNATE ALTERNATE 2 - T11 PARKING LOT RECONSTRUCTION	\$25,093.00	\$27,269.00
TOTAL BASE BID	\$416,502.00	\$413,064.00
TOTAL BASE BID + ADDITIVE ALTERNATE 1	\$446,580.00	\$441,472.00
TOTAL BASE BID + ADDITIVE ALTERNATE 1 + ADDITIVE ALTERNATE 2	\$471,673.00	\$468,741.00





Executive Summary
Bid 15-42
Addison Airport- Aprons and Parking Lots Rehabilitation

Recommended Vendor:

EAS Contracting, LP

Total Recommended Award:

\$468,741

Basis for Award:

Lowest Responsible Bid

Purpose:

The purpose of this contract consists of milling and overlay of the apron of the large hangars on the Airport's south end, pavement reconstruction of the existing asphalt pavement sections for areas off Tango and Sierra Taxiways, and reconstruction of the asphalt parking lots at the Taxiway Tango T-hangars.

Evaluation:

Requests for bids were issued in accordance with Purchasing procedures. One (1) bids were received and evaluated. EAS Contracting was the lowest responsible bidder meeting all specifications and providing the lowest total bid.

Recommendation:

Staff recommends awarding the contract to EAS Contracting, LP as the lowest responsible bidder.

Funding Information:

The project will be funded by a combination of funds from the TxDOT RAMP grant (\$50,000); the Airport Capital Projects Fund, (\$50,000); and the remainder (\$368,741) from the FY15 Airport Operating account.

Department Director:

Lisa Pyles, Director of Infrastructure & Development Services



15-42 Addison Airport Aprons and Parking Lots Rehabilitation
July 30, 2015 | 2:00pm
Finance Building 5350 Belt Line Road, Dallas TX 75254

Bidder	Base Bid Total
EAS Contracting, LP	\$413,064.00 (Base Bid)
	\$28,408.00 (Alt #1)
	\$27,269.00 (Alt #2)
	\$468,741.00 (Total Bid)

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 11th day of August, 2015, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and EAS Contracting, LP, of the City of Princeton, County of Collin, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

ADDISON AIRPORT APRON AND PARKING LOT REHABILITATIONS

INFRASTRUCTURE AND DEVELOPMENT SERVICES BID NUMBER 15-42

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, to complete the work within seventy (70) calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR \$468,741.00 in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON
(OWNER)

ATTEST:

By: _____

City Secretary

Party of the Second Part
(CONTRACTOR)

ATTEST:

By: _____

The following to be executed if the CONTRACTOR is a corporation:

I, _____, certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the of said corporation; that said (offical title) Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

Work Session and Regular Meeting

Meeting Date: 08/11/2015

Department: Infrastructure- Development Services

AGENDA CAPTION:

Discuss, consider, and take action regarding an award of bid to Stripe-A-Zone, Inc., for the annual street pavement markings project for an amount not to exceed \$94,611.50.

BACKGROUND:

Pavement markings play a vital role in the safety of the traveling public. Pavement markings designate travel lanes, provide advanced warnings for a multitude of varying road conditions, and provide a visual warning at places where vehicular traffic and pedestrian traffic interact.

Each year the streets division of the Infrastructure and Development Services Department develops a streets markings program that is posted for bid. The program lists those markings that are faded, worn, and in need of replacement. The focus of this year's program is the intersections on Arapaho Road from Spectrum Drive to Marsh Lane and several other areas along Inwood Road, Landmark Boulevard, Marsh Lane, and Quorum Drive.

The request for bid was posted on June 12th and two bids were received and opened on June 30th, 2015. The lowest qualified bidder was Stripe-A-Zone, Inc for a not-to-exceed amount of \$94,611.50. Stripe-A-Zone, Inc. has a history of performing these types of projects on time and on budget. They come highly recommended by the references that were provided.

The project will begin in late August and will be completed by September 30th.

Funding for this project is appropriated in the FY15 Streets Operating General Fund.

RECOMMENDATION:

Administration recommends approval.

Fiscal Impact

Budgeted Yes/No: Yes

Funding Source: FY15 Streets Operating General Fund

Amount: \$94,611.50

Attachments

Executive Summary

Bid Tab

Contract



Executive Summary
Bid 15-39
2015 Town of Addison Pavement Markings Project

Recommended Vendor:

Stripe-A-Zone

Total Recommended Award:

\$94,611.50

Basis for Award:

Lowest Responsible Bid

Purpose:

The purpose of this contract is to install new pavement markings at specified areas within the Town of Addison for maintenance purposes and to enhance the safety of the traveling public.

Evaluation:

Requests for bids were issued in accordance with Purchasing procedures. Two (2) bids and one (1) alternate bid was received and evaluated. Stripe-A-Zone was the lowest responsible bidder meeting all specifications and providing the lowest total bid.

Recommendation:

Staff recommends awarding the Pavement Markings Project to Stripe-A-Zone as the lowest responsible bidder.

Funding Information:

This contract is funded with the Streets Operating General Fund

Department Director:

Lisa Pyles, Director Infrastructure & Development Services

STRIPE-A-ZONE, INC. BID TABS**2015 TOWN OF ADDISON THERMOPLASTIC PAVEMENT MARKINGS BID TABS
RFB 15-39****9) Arapaho Rd @ Spectrum Dr**

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
38	24" Stop Bar, Complete in Place	156	LF	\$7.50	\$1,170.00
39	12" Crosswalk, Complete in Place	626	LF	\$4.50	\$2,817.00
40	Left Arrow, Complete in Place	4	EA	\$155.00	\$620.00
41	Right Arrow, Complete in Place	3	EA	\$155.00	\$465.00
42	Word "Only", Complete in Place	2	EA	\$230.00	\$460.00
43	Remove Through Right Combo Arrow	1	EA	\$70.00	\$70.00
44	Remove Through Arrows	2	EA	\$35.00	\$70.00
Intersection Total					\$5,672.00

10) Arapaho Rd @ Quorum Dr

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
45	24" Stop Bar, Complete in Place	146	LF	\$7.50	\$1,095.00
46	Left Arrow, Complete in Place	8	EA	\$155.00	\$1,240.00
47	Right Arrow, Complete in Place	3	EA	\$155.00	\$465.00

48	Word "Only", Complete in Place	3	EA	\$230.00	\$690.00
Intersection Total					\$3,490.00

11) Arapaho Rd @ Edwin Lewis Dr					
Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
49	24" Stop Bar, Complete in Place	213	LF	\$7.50	\$1,597.50
50	12" Crosswalk, Complete in Place	399	LF	\$4.50	\$1,795.50
51	Left Arrow, Complete in Place	4	EA	\$155.00	\$620.00
52	Right Arrow, Complete in Place	1	EA	\$155.00	\$155.00
53	Word "Only", Complete in Place	2	EA	\$230.00	\$460.00
54	Through Right Arrow Combo, Complete in Place	2	EA	\$210.00	\$420.00
Intersection Total					\$5,048.00

12) Addison Rd @ Arapaho Rd					
Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
55	24" Stop Bar, Complete in Place	167	LF	\$7.50	\$1,252.50
56	Left Arrow, Complete in Place	8	EA	\$155.00	\$1,240.00
57	Right Arrow, Complete in Place	5	EA	\$155.00	\$775.00

58	Through Arrow, Complete in Place	6	EA	\$155.00	\$930.00
59	Word "Only", Complete in Place	7	EA	\$230.00	\$1,610.00
60	8" Solid White with I-C Button every 20', Complete in Place	670	LF	\$2.50	\$1,675.00
Intersection Total					\$7,482.50

15) Arapaho Rd @ Surveyor Blvd

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
66	24" Stop Bar, Complete in Place	148	LF	\$7.50	\$1,110.00
67	Left Arrow, Complete in Place	4	EA	\$155.00	\$620.00
68	Through Arrow, Complete in Place	3	EA	\$155.00	\$465.00
69	Through Right Arrow Combo, Complete in Place	3	EA	\$210.00	\$630.00
70	Word "Only", Complete in Place	4	EA	\$230.00	\$920.00
71	8" Solid White with I-C Button every 20', Complete in Place	270	LF	\$2.50	\$675.00
Intersection Total					\$4,420.00

16) Arapaho Rd @ Marsh Ln and Railroad Crossings @ Marsh Ln

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
72	24" Stop Bar, Complete in Place	178	LF	\$7.50	\$1,335.00

73	12" Crosswalk, Complete in Place	197	LF	\$4.50	\$886.50
74	Left Arrow, Complete in Place	5	EA	\$155.00	\$775.00
75	Right Arrow, Complete in Place	4	EA	\$155.00	\$620.00
76	Through Arrow, Complete in Place	2	EA	\$155.00	\$310.00
77	Through Right Arrow Combo, Complete in Place	1	EA	\$210.00	\$210.00
78	Word "Only", Complete in Place	5	EA	\$230.00	\$1,150.00
79	4" White Island Dead Space Markings with 20 II-C-R Buttons, Complete in Place	105	LF	\$2.20	\$231.00
80	R X R Symbol, Complete in Place	6	EA	\$750.00	\$4,500.00
81	24" RR Stop Bars, Complete in Place	136	LF	\$7.50	\$1,020.00
Intersection Total					\$11,037.50

18) Landmark Place @ Inwood Rd					
Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
88	24" Stop Bar, Complete in Place	124	LF	\$7.50	\$930.00
89	Left Arrow, Complete in Place	3	EA	\$155.00	\$465.00
90	Right Arrow, Complete in Place	1	EA	\$155.00	\$155.00

Intersection Total	\$1,550.00
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19) Landmark Blvd @ Landmark Place

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
91	24" Stop Bar, Complete in Place	134	LF	\$7.50	\$1,005.00
92	12" Crosswalk, Complete in Place	379	LF	\$4.50	\$1,705.50
93	Left Arrow, Complete in Place	7	EA	\$155.00	\$1,085.00
94	Right Arrow, Complete in Place	1	EA	\$155.00	\$155.00
95	Through Arrow, Complete in Place	2	EA	\$155.00	\$310.00
96	Through Left Arrow Combo, Complete in Place	2	EA	\$210.00	\$420.00
97	Through Right Arrow Combo, Complete in Place	2	EA	\$210.00	\$420.00
Intersection Total					\$5,100.50

22) Midway Rd @ Beltway Dr

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
109	24" Stop Bar, Complete in Place	144	LF	\$7.50	\$1,080.00
110	12" Crosswalk, Complete in Place	380	LF	\$4.50	\$1,710.00
111	Left Arrow, Complete in Place	8	EA	\$155.00	\$1,240.00

112	Right Arrow, Complete in Place	5	EA	\$155.00	\$775.00
113	Word "Only", Complete in Place	6	EA	\$230.00	\$1,380.00
114	8" Solid White with I-C Button every 20', Complete in Place	312	LF	\$2.50	\$780.00

Intersection Total \$6,965.00

26) Marsh Ln @ Beltway Dr

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
135	24" Stop Bar, Complete in Place	40	LF	\$7.50	\$300.00
136	12" Crosswalk, Complete in Place	172	LF	\$4.50	\$774.00
137	Right Arrow, Complete in Place	2	EA	\$155.00	\$310.00
138	Word "Only", Complete in Place	1	EA	\$230.00	\$230.00
139	8" Solid White with I-C Button every 20', Complete in Place	130	LF	\$2.50	\$325.00

Intersection Total \$1,939.00

27) Inwood Rd. Complete Markings Replacement (City Limits to Belt Line Rd)

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
140	White Lane Lines 10' x 4", Complete in Place	155	EA	\$15.00	\$2,325.00
141	Type I-C in between Each Lane Line, Complete in Place	155	EA	\$4.00	\$620.00

142	Double Yellow, Complete in Place	3105	LF	\$2.00	\$6,210.00
143	Type II-A-A Doubled Every 80', Complete in Place	77	EA	\$4.00	\$308.00
144	8" Solid Turn Bays, Complete in Place	680	LF	\$2.00	\$1,360.00
145	Type I-C every 20', Complete in Place	34	EA	\$4.00	\$136.00
Intersection Total					\$10,959.00

29) Arapaho Rd. Complete Replacement (Dallas North Tollway to Marsh Ln)

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
155	White Lane Lines 10' x 4", Complete in Place	550	EA	\$15.00	\$8,250.00
156	Type II-C-R In Between Each Lane Line, Complete in Place	550	EA	\$4.00	\$2,200.00
157	8" Solid Turn Bays, Complete in Place	4340	LF	\$2.00	\$8,680.00
158	Type I-C Every 20', Complete in Place	217	EA	\$4.00	\$868.00
159	Double Yellow From Commercial to Marsh, Complete in Place	1209	LF	\$2.00	\$2,418.00
160	Type II-A-A Doubled Every 80', Complete in Place	60	EA	\$4.00	\$240.00
161	Median Nose Buttons Yellow I-A, Complete in Place	150	EA	\$4.00	\$600.00
162	Yellow Plains, Complete in Place	150	EA	\$40.00	\$6,000.00

Intersection Total	\$29,256.00
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Morris @ Quorum					
163	12" Crosswalk, Complete in Place	376	LF	\$4.50	\$1,692.00
Intersection Total					\$1,692.00

Total Bid Amount	\$94,611.50

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 20 day of JULY, 2015, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and STRIFE-A-ZONE, LLC of the City of GRAND PRAIRIE, County of TARRANT, State of TX, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

**Pavement Markings Project 2015
Bid 15-39**

and all extra work in connection therewith, under the terms as stated in the General and Specific Provisions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him.

The OWNER agrees to pay the CONTRACTOR Ninety Four Thousand Six Hundred Eleven Dollars and Fifty Cents (\$94,611.50) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON
(OWNER)

ATTEST:

By: _____
City Manager

City Secretary

~~STRIFE-A-2013, ETC.~~
(CONTRACTOR)

ATTEST:

~~DAVEO SARGENT, PRESIDENT~~

By: Billy Gutzler
BILLY GUTZLER, ESTIMATOR

The following to be executed if the CONTRACTOR is a corporation:

I, DAVEO SARGENT, certify that I am the ^{PRESIDENT} ~~secretary~~ of the corporation named as CONTRACTOR herein; that DAVEO SARGENT, who signed this Contract on behalf of the CONTRACTOR is the PRESIDENT (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____
DAVEO SARGENT



AI-1075

13.

Work Session and Regular Meeting

Meeting Date: 08/11/2015

Department: Infrastructure- Development Services

AGENDA CAPTION:

Discuss, consider, and take action approving a resolution for an agreement with AT&T for the relocation of cable lines in connection with the Belt Line Utility Undergrounding project in the amount of \$177,747.72.

BACKGROUND:

In 2012, Addison voters approved a bond package that included the funds to move the utilities on Belt Line underground. The project relocates the utilities owned by Oncor as well as the telecommunication providers that are currently on the aerial structures. The Town is obligated to pay for the relocation of the utilities for each of the providers. We have reached agreement with AT&T for the removal and relocation of their cable lines. The total cost of the relocation is \$177,747.72, which is the responsibility of the Town. The funds are available in the 2012 Belt Line Bond Project.

RECOMMENDATION:

Administration recommends approval.

Fiscal Impact

Budgeted Yes/No: Yes

Funding Source: 2012 Belt Line Bond Project

Amount: \$177,747.72

Attachments

AT&T Cost Estimate

Resolution

Agreement

<i>AT&T Project 9478969 CWOTs 546T14</i>	
SUMMARY	
MATERIAL COSTS:	39,455.89
CONTRACTOR COSTS:	11,039.00
AT&T LABOR COSTS:	59,748.44
CORPORATE OVERHEAD:	35,478.03
GRAND TOTAL:	145,721.36
ELIGIBILITY RATIO:	100.00%
ELIGIBLE REIMBURSEMENT TOTAL:	145,721.36

<i>AT&T Project 9478969 CWOTs 546T14</i>	
SUMMARY	
AT&T LABOR COSTS:	59,748.44
59.379% INCR LABOR LOADINGS	35478.03

<i>AT&T Project 9483664 CWOTs 545T14</i>	
SUMMARY	
MATERIAL COSTS:	2,117.67
CONTRACTOR COSTS:	5,394.00
AT&T LABOR COSTS:	15,381.38
CORPORATE OVERHEAD:	9,133.31
GRAND TOTAL:	32,026.36
ELIGIBILITY RATIO:	100.00%
ELIGIBLE REIMBURSEMENT TOTAL:	32,026.36

<i>AT&T Project 9483664 CWOTs 545T14</i>	
SUMMARY	
AT&T LABOR COSTS:	15,381.38
59.379% INCR LABOR LOADINGS	9133.31

<i>TOTAL PROJECT COSTS</i>	
SUMMARY	
MATERIAL COSTS:	41,573.56
CONTRACTOR COSTS:	16,433.00
AT&T LABOR COSTS:	75,129.82
CORPORATE OVERHEAD:	44,611.34
GRAND TOTAL:	177,747.72
ELIGIBILITY RATIO:	100.00%
ELIGIBLE REIMBURSEMENT TOTAL:	177,747.72

AT&T-RELOCATION COST ESTIMATE COST

AT&T Project 9478969 CWOTs 546T14

A. CONSTRUCTION LABOR AND EQUIPMENT COST

ITEM	QTY	UNIT	AMOUNT	SUBTOTAL	
CONSTRUCTION COST TOTAL				\$0.00	\$0.00

B. MATERIAL & SUPPLIES

ITEM	QTY	UNIT	AMOUNT	SUBTOTAL	
UG FIBER 24	521	FT	0.35	\$182.35	
AERIAL FIBER 24	1805	FT	0.31	\$559.55	
DGUY 6.M	3	EA	22.00	\$66.00	
ANC-EXP 3/4	2	EA	37.13	\$74.26	
UG COPPER 400	361	FT	5.49	\$ 1,981.89	
UG COPPER 25	169	FT	0.51	\$ 86.19	
BURIED COPPER 300	60	FT	5.15	\$ 309.00	
BURIED COPPER 25	432	FT	0.73	\$ 315.36	
UG COPPER 50	194	FT	1.60	\$ 310.40	
UG COPPER 600	2136	FT	8.24	\$ 17,600.64	
BURIED COPPER 50	116	FT	1.22	\$ 141.52	
PED 10"	14	EA	24.98	\$ 349.72	
UG COPPER 300	992	FT	4.14	\$ 4,106.88	
UG COPPER 100	583	FT	1.53	\$ 891.99	
BURIED COPPER 100	158	FT	2.33	\$ 368.14	
BURIED COPPER 200	60	FT	3.47	\$ 208.20	
UG COPPER 200	266	FT	2.80	\$ 744.80	
EXEMPT MATERIAL (I.E. CONNECTORS, NUTS, BOLTS & OTHER MISCELLANEOUS ITEMS)	1	EA	11,159.00	\$ 11,159.00	
MATERIAL COST TOTAL				\$ 39,455.89	\$ 39,455.89

C. LABOR BY UTILITY OWNER

ITEM	QTY	UNIT	AMOUNT	SUBTOTAL	
SPLICING (LABOR & MATERIAL)	510	HR	\$87.38	\$44,563.80	
CONTRACT COORDINATOR (LABOR & MATERIAL)	48	HR	\$109.13	\$5,238.24	
LABOR COST TOTAL				\$49,802.04	\$ 49,802.04

D. ENGINEERING COST

ITEM	QTY	UNIT	AMOUNT	SUBTOTAL	
CONTRACT ENGINEERING (ENGINEERING & PROJECT MANAGEMENT)	1	EA	\$11,039.00	\$ 11,039.00	
AT&T ENGINEERING (ENGINEERING & PROJECT MANAGEMENT)	40	HR	\$248.66	\$ 9,946.40	
ENGINEERING COST TOTAL				\$20,985.40	\$20,985.40

F. LOADINGS

ITEM	QTY	UNIT	AMOUNT	SUBTOTAL	
AT&T CORPORATE OVERHEAD LOADINGS	1	59.379%	35,478.03	\$ 35,478.03	\$ 35,478.03
LOADINGS TOTAL					
GRAND TOTAL					\$ 145,721.36

NOTE: Corporate OH Charges include Executive, Planning, Accounting, Finance, External Relations, Human Resources, Legal Procurement, R&D, and Other General Administrative costs.

SUMMARY	
MATERIAL COSTS:	39,455.89
CONTRACTOR COSTS:	0.00
AT&T LABOR COSTS:	70,787.44
CORPORATE OVERHEAD:	35,478.03
GRAND TOTAL:	145,721.36
ELIGIBILITY RATIO:	100.00%
ELIGIBLE REIMBURSEMENT TOTAL:	145,721.36

NOTE: THIS IS A COST ESTIMATE ONLY, ACTUAL COSTS WILL BE COMPILED AT THE COMPLETION OF PROJECT.

AT&T Proprietary (Internal Use Only)
Not for use or disclosure outside the AT&T companies
except under written agreement

AT&T -RELOCATION COST ESTIMATE COST

AT&T Project 9483664 CWOTs 545T14

A. CONSTRUCTION LABOR AND EQUIPMENT COST

ITEM	QTY	UNIT	AMOUNT	SUBTOTAL	
				\$ -	
CONSTRUCTION COST TOTAL				\$0.00	\$0.00

B. MATERIAL & SUPPLIES

ITEM	QTY	UNIT	AMOUNT	SUBTOTAL	
UG COPPER 100	58	FT	1.88	\$ 109.04	
PED 10"	1	EA	24.98	\$ 24.98	
BURIED COPPER 200	195	FT	2.87	\$ 559.65	
AERIAL COPPER 100	30	FT	12.80	\$ 384.00	
EXEMPT MATERIAL (I.E. CONNECTORS, NUTS, BOLTS & OTHER MISCELLANEOUS ITEMS)	1	EA	1,040.00	\$ 1,040.00	
MATERIAL COST TOTAL				\$ 2,117.67	\$ 2,117.67

C. LABOR BY UTILITY OWNER

ITEM	QTY	UNIT	AMOUNT	SUBTOTAL	
CONTRACT COORDINATOR	32	HR	\$109.13	\$ 3,492.16	
SPLICING (LABOR & MATERIAL)	45	HR	\$87.38	\$ 3,932.10	
LABOR COST TOTAL				\$ 7,424.26	\$ 7,424.26

D. ENGINEERING COST

ITEM	QTY	UNIT	AMOUNT	SUBTOTAL	
CONTRACT ENGINEERING (ENGINEERING & PROJECT MANAGEMENT)	1	EA	5,394.00	\$ 5,394.00	
AT&T ENGINEERING (ENGINEERING & PROJECT MANAGEMENT)	32		\$248.66	\$ 7,957.12	
ENGINEERING COST TOTAL				\$13,351.12	\$13,351.12

F. LOADINGS

ITEM	QTY	UNIT	AMOUNT	SUBTOTAL	
AT&T CORPORATE OVERHEAD LOADINGS	1	59.379%	9,133.31	\$ 9,133.31	\$ 9,133.31
LOADINGS TOTAL					
GRAND TOTAL					\$ 32,026.36

NOTE: Corporate OH Charges include Executive, Planning, Accounting, Finance, External Relations, Human Resources, Legal Procurement, R&D, and Other General Administrative costs.

SUMMARY

MATERIAL COSTS:	2,117.67
CONTRACTOR COSTS:	0.00
AT&T LABOR COSTS:	20,775.38
CORPORATE OVERHEAD:	9,133.31
GRAND TOTAL:	32,026.36
ELIGIBILITY RATIO:	100.00%
ELIGIBLE REIMBURSEMENT TOTAL:	32,026.36

NOTE: THIS IS A COST ESTIMATE ONLY, ACTUAL COSTS WILL BE COMPILED AT THE COMPLETION OF PROJECT.

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except under written agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A STANDARD UTILITY AGREEMENT BETWEEN THE TOWN OF ADDISON AND SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS FOR ROADWAY AND UTILITY IMPROVEMENTS IN THE PUBLIC ROADWAY SYSTEM ON BELT LINE ROAD FROM MARSH LANE TO MIDWAY ROAD, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Standard Utility Agreement between the Town of Addison and Southwestern Bell Telephone Company d/b/a AT&T Texas for roadway and utility improvements in the public roadway system on Belt Line Road from Marsh Lane to Midway Road, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 11th day of August, 2015.

Todd Meier, Mayor

ATTEST:

By: _____
Chelsea Gonzalez, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

STANDARD UTILITY AGREEMENT ACTUAL COST

Limits of Project: Belt Line Road from Marsh Lane to Midway Road

This Agreement by and between the Town of Addison, Texas ("**Town**"), and acting by and through the Town Council, and Southwestern Bell Telephone Company d/b/a AT&T Texas., acting by and through its duly authorized representative, ("**Utility**"), shall be effective on the date of approval and execution by and on behalf of the **Town**.

WHEREAS, the **Town** has determined that it is necessary to make certain roadway and utility improvements in the public roadway system, which said changes are generally described as follows: undergrounding of all overhead utilities on Belt Line Road.

WHEREAS, these proposed roadway and utility improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Relocation of aerial utilities to underground along Belt Line Road from Marsh Lane to Midway Road and such work is shown in more detail in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A" ("statement of work"). Town of Addison agrees to contract and compensate for the construction of the facility; obtaining PVC and handholes from an AT&T approved vendor and the pulling of the cable; Inspection Services of Owners utilities and proposed adjustments. AT&T agrees to provide the design of said relocations, materials, and splicing/service connections with reimbursement from Town of Addison.

WHEREAS, the **Town** will participate in the costs of the adjustments, removal, and/or relocation of certain facilities as described above in the statement of work to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **Town**, upon receipt of evidence it deems sufficient, acknowledge **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities as described above in the statement of work located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **Town** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities as described above in the statement of work up to the amount of Actual Cost, as provided herein.

The **Utility** agrees that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B, as highlighted, and applicable federal and State laws, rules and regulations. **Utility** agrees to supply, upon request by the **Town**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** hereby requests and the **Town** hereby agrees to retain an approved AT&T Contractor ("Contractor") to perform the Construction necessary to include the adjustment, removal and/ or relocation of **Utility's** facilities including abandonment, removals and/or retirements and hereby agrees to perform such construction, with the exception of splicing work performed by the **Utility**. All construction work

hereunder shall be performed by the Contractor in a good and workmanlike manner, and in accordance with the Plans, the standard specifications, standards of practice, and construction methods, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B., (collectively, "Standards") which the **Utility** customarily applies. Contractor shall supply all Handholes, SCH 40 PVC, and Innerduct. AT&T shall supply all cable materials to the Contractor.

Throughout the adjustment construction, the **Town** shall retain and provide AT&T approved inspectors for such construction, and the construction work shall be inspected as necessary for prudent installation.

The **Utility** shall accept construction if it is consistent with the performance standards by giving written notice of such acceptance to the **Town**. The **Utility** agrees to develop relocation or adjustment costs for the work described above in the statement of work by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **Town**, or may, with the **Town's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to **Town** not later than 90 days after completion of work.

When requested, the **Town** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed eighty percent (80%) of the eligible cost as shown in each such billing. In addition, if intermediate payments are made, the **Town** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to ninety percent (90%) eligible costs. Intermediate payments shall not be considered final payment for any listed items.

Alternatively, at the Town's option, **Town** agrees to pay **Utility** an agreed lump sum as \$N/A supported by the attached estimated costs. The **Town** will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to **Utility** in the agreed amount.

Upon execution of this agreement by both parties, the **Town** will, by written notice at the time deemed appropriate by the Town, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or another act of God, sabotage, or other events, interference by the **Town** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **Town** will, upon satisfactory completion of the relocation or adjustment work as described above in the statement of work and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of ninety percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for county reimbursement.

Unless an item is stricken and initialed by the **Town** and **Utility**, this agreement in its entirety consists of the following:

1. This Standard Utility Agreement (Actual Cost);

2. Plans, Specifications, and Estimates Costs (Attachment "A");
3. Utility's Accounting Method (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
5. Betterment Calculation and Estimates (Attachment "D");
6. 23 CFR 645, Subpart A, highlighted (Attachment "E")

All attachments are included herein as if fully set forth. In the event it is determined that there is a change from the statement of work contained in this agreement is required, reimbursement therefor shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **Town** and **Utility**.

This agreement is subject to cancellation by the **Town** at any time up to the date that work under this agreement has been authorized by Town. Such cancellation will not create any liability on the part of the **Town**. However, the Town will review and reimburse the Utility for eligible costs incurred by the Utility in preparation of this agreement. Upon such cancellation, the parties shall negotiate in good faith an amendment to this agreement that shall provide mutually acceptable terms and conditions for resolving unfinished construction work in a quick and efficient manner so as not to affect public convenience, safety and welfare.

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

Neither the **Utility** nor the Town, by execution of this agreement, waives any rights or remedies to which **Utility** or Town, as applicable, may have within the limits of the law, in equity, or otherwise.

It is expressly understood that the **Utility** is an independent contractor and conducts the adjustment, removal, or relocation work as described above in the statement of work at its own risk, and that the **TOWN makes no warranties or representations regarding the existence or location of utilities or other property currently within its rights of way.** .

Notwithstanding any other provision of this agreement, nothing in this agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which Town, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

This agreement represents the entire and integrated agreement between Utility and Town with regard to the matters set forth herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of Utility and Town.

This agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings relating to this Agreement shall be maintained in the state or federal courts of Dallas County, Texas, which courts shall have exclusive jurisdiction for such purpose.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

TOWN OF ADDISON, TEXAS

Charles Daniels, Interim City Manager
Acting by and through the authority of the Town
of Addison Council

Attest:

Chelsea Gonzalez, City Secretary
Approved as to Form:

Brenda N. McDonald

UTILITY

Southwestern Bell Telephone Company d/b/a
AT&T Texas

By: _____
(Authorized Signature)

Print or Typed Name

Jarred Whittington

Title: Director-Construction & Engineering

Date: _____

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of the Town of Addison under this contract.

Town of Addison Auditor

**STANDARD UTILITY AGREEMENT
ACTUAL COST**

Limits of Project: Belt Line Road from Marsh Lane to Midway Road

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This agreement represents the entire and integrated agreement between **Utility** and **Town** with regard to the matters set forth herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of **Utility** and **Town**.

This agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings relating to this Agreement shall be maintained in the state or federal courts of Dallas County, Texas, which courts shall have exclusive jurisdiction for such purpose.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

TOWN OF ADDISON, TEXAS

Charles Daniels, Interim City Manager

Acting by and through the authority of the Town
of Addison Council

Attest:

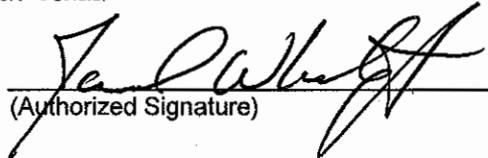
Chelsea Gonzalez, City Secretary

Approved as to Form:

Brenda N. McDonald

UTILITY

Southwestern Bell Telephone Company d/b/a
AT&T Texas

By: 
(Authorized Signature)

Print or Typed Name

Jarred Whittington

Title: Director-Construction & Engineering

Date: 8/3/2015

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of the Town of Addison under this contract.

Town of Addison Auditor

ATTACHMENT A
Utility Plans, Specifications and Estimated Cost

Plan & Profile Drawings

Included--see attached 11" x 17" sheets

Specifications

Included--see attached sheets

Estimated Cost

Included--see attached 8-1/2" x 11" sheets

<i>AT&T Project 9478969 CWOTs 546T14</i>	
SUMMARY	
MATERIAL COSTS:	39,455.89
CONTRACTOR COSTS:	11,039.00
AT&T LABOR COSTS:	59,748.44
CORPORATE OVERHEAD:	35,478.03
GRAND TOTAL:	145,721.36
ELIGIBILITY RATIO:	100.00%
ELIGIBLE REIMBURSEMENT TOTAL:	145,721.36

<i>AT&T Project 9478969 CWOTs 546T14</i>	
SUMMARY	
AT&T LABOR COSTS:	59,748.44
59.379% INCR LABOR LOADINGS	35478.03

<i>AT&T Project 9483664 CWOTs 545T14</i>	
SUMMARY	
MATERIAL COSTS:	2,117.67
CONTRACTOR COSTS:	5,394.00
AT&T LABOR COSTS:	15,381.38
CORPORATE OVERHEAD:	9,133.31
GRAND TOTAL:	32,026.36
ELIGIBILITY RATIO:	100.00%
ELIGIBLE REIMBURSEMENT TOTAL:	32,026.36

<i>AT&T Project 9483664 CWOTs 545T14</i>	
SUMMARY	
AT&T LABOR COSTS:	15,381.38
59.379% INCR LABOR LOADINGS	9133.31

<i>TOTAL PROJECT COSTS</i>	
SUMMARY	
MATERIAL COSTS:	41,573.56
CONTRACTOR COSTS:	16,433.00
AT&T LABOR COSTS:	75,129.82
CORPORATE OVERHEAD:	44,611.34
GRAND TOTAL:	177,747.72
ELIGIBILITY RATIO:	100.00%
ELIGIBLE REIMBURSEMENT TOTAL:	177,747.72

AT&T -RELOCATION COST ESTIMATE COST
AT&T Project 9478969 CWOTs 546T14

A. CONSTRUCTION LABOR AND EQUIPMENT COST

ITEM	QTY	UNIT	AMOUNT	SUBTOTAL	
			CONSTRUCTION COST TOTAL	\$0.00	\$0.00

B. MATERIAL & SUPPLIES

ITEM	QTY	UNIT	AMOUNT	SUBTOTAL	
UG FIBER 24	521	FT	0.35	\$182.35	
AERIAL FIBER 24	1805	FT	0.31	\$559.55	
DGUY 6.M	3	EA	22.00	\$66.00	
ANC-EXP 3/4	2	EA	37.13	\$74.26	
UG COPPER 400	361	FT	5.49	\$ 1,981.89	
UG COPPER 25	169	FT	0.51	\$ 86.19	
BURIED COPPER 300	60	FT	5.15	\$ 309.00	
BURIED COPPER 25	432	FT	0.73	\$ 315.36	
UG COPPER 50	194	FT	1.60	\$ 310.40	
UG COPPER 600	2136	FT	8.24	\$ 17,600.64	
BURIED COPPER 50	116	FT	1.22	\$ 141.52	
PED 10"	14	EA	24.98	\$ 349.72	
UG COPPER 300	992	FT	4.14	\$ 4,106.88	
UG COPPER 100	583	FT	1.53	\$ 891.99	
BURIED COPPER 100	158	FT	2.33	\$ 368.14	
BURIED COPPER 200	60	FT	3.47	\$ 208.20	
UG COPPER 200	266	FT	2.80	\$ 744.80	
EXEMPT MATERIAL (I.E. CONNECTORS, NUTS, BOLTS & OTHER MISCELLANEOUS ITEMS)	1	EA	11,159.00	\$ 11,159.00	
			MATERIAL COST TOTAL	\$ 39,455.89	\$ 39,455.89

C. LABOR BY UTILITY OWNER

ITEM	QTY	UNIT	AMOUNT	SUBTOTAL	
SPLICING (LABOR & MATERIAL)	510	HR	\$87.38	\$44,563.80	
CONTRACT COORDINATOR (LABOR & MATERIAL)	48	HR	\$109.13	\$5,236.24	
			LABOR COST TOTAL	\$49,802.04	\$ 49,802.04

D. ENGINEERING COST

ITEM	QTY	UNIT	AMOUNT	SUBTOTAL	
CONTRACT ENGINEERING (ENGINEERING & PROJECT MANAGEMENT)	1	EA	\$11,039.00	\$ 11,039.00	
AT&T ENGINEERING (ENGINEERING & PROJECT MANAGEMENT)	40	HR	\$248.66	\$ 9,946.40	
			ENGINEERING COST TOTAL	\$20,985.40	\$20,985.40

F. LOADINGS

ITEM	QTY	UNIT	AMOUNT	SUBTOTAL	
AT&T CORPORATE OVERHEAD LOADINGS	1	59.379%	35,478.03	\$ 35,478.03	\$ 35,478.03
			LOADINGS TOTAL	SUBTOTAL	
			GRAND TOTAL		\$ 145,721.36

NOTE: Corporate OH Charges include Executive, Planning, Accounting, Finance, External Relations, Human Resources, Legal Procurement, R&D, and Other General Administrative costs.

SUMMARY	
MATERIAL COSTS:	39,455.89
CONTRACTOR COSTS:	0.00
AT&T LABOR COSTS:	70,787.44
CORPORATE OVERHEAD:	35,478.03
GRAND TOTAL:	145,721.36
ELIGIBILITY RATIO:	100.00%
ELIGIBLE REIMBURSEMENT TOTAL:	145,721.36

NOTE: THIS IS A COST ESTIMATE ONLY, ACTUAL COSTS WILL BE COMPILED AT THE COMPLETION OF PROJECT.

AT&T Proprietary (Internal Use Only)
 Not for use or disclosure outside the AT&T companies
 except under written agreement

AT&T -RELOCATION COST ESTIMATE COST
 AT&T Project 9483664 CWOTs 545T14

A. CONSTRUCTION LABOR AND EQUIPMENT COST

ITEM	QTY	UNIT	AMOUNT	SUBTOTAL	
				\$ -	
	CONSTRUCTION COST TOTAL			\$0.00	\$0.00

B. MATERIAL & SUPPLIES

ITEM	QTY	UNIT	AMOUNT	SUBTOTAL	
UG COPPER 100	58	FT	1.88	\$ 109.04	
PED 10"	1	EA	24.98	\$ 24.98	
BURIED COPPER 200	195	FT	2.87	\$ 559.65	
AERIAL COPPER 100	30	FT	12.80	\$ 384.00	
EXEMPT MATERIAL (I.E. CONNECTORS, NUTS, BOLTS & OTHER MISCELLANEOUS ITEMS)	1	EA	1,040.00	\$ 1,040.00	
	MATERIAL COST TOTAL			\$ 2,117.67	\$ 2,117.67

C. LABOR BY UTILITY OWNER

ITEM	QTY	UNIT	AMOUNT	SUBTOTAL	
CONTRACT COORDINATOR	32	HR	\$109.13	\$ 3,492.16	
SPLICING (LABOR & MATERIAL)	45	HR	\$87.38	\$ 3,932.10	
	LABOR COST TOTAL			\$ 7,424.26	\$ 7,424.26

D. ENGINEERING COST

ITEM	QTY	UNIT	AMOUNT	SUBTOTAL	
CONTRACT ENGINEERING (ENGINEERING & PROJECT MANAGEMENT)	1	EA	5,394.00	\$ 5,394.00	
AT&T ENGINEERING (ENGINEERING & PROJECT MANAGEMENT)	32		\$248.66	\$ 7,957.12	
	ENGINEERING COST TOTAL			\$13,351.12	\$13,351.12

F. LOADINGS

ITEM	QTY	UNIT	AMOUNT	SUBTOTAL	
AT&T CORPORATE OVERHEAD LOADINGS	1	59.379%	9,133.31	\$ 9,133.31	\$ 9,133.31
	LOADINGS TOTAL			SUBTOTAL	\$ 32,026.36
			GRAND TOTAL		\$ 32,026.36

NOTE: Corporate OH Charges include Executive, Planning, Accounting, Finance, External Relations, Human Resources, Legal Procurement, R&D, and Other General Administrative costs.

SUMMARY

MATERIAL COSTS:	2,117.67
CONTRACTOR COSTS:	0.00
AT&T LABOR COSTS:	20,775.38
CORPORATE OVERHEAD:	9,133.31
GRAND TOTAL:	32,026.36
ELIGIBILITY RATIO:	100.00%
ELIGIBLE REIMBURSEMENT TOTAL:	32,026.36

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ASSIGNED PAIR FILL

CABLE READING	ASSIGNED PAIR		DEF. PRS.
	P	R	
4201B, 1001-1025	3	3	0
4201B, 1251-1300	25	25	7

4145 BELTLINE
NOT SERVED BY AERIAL TERM.

IF=2.330 K.F.

1 ALMW-900
45M, 549, 1978
4201B, 1201-1300
4201B, 1001-1050
A, 151-900

2 ALMW-900
45M, 161, 1978
A, 1-50
4201B, 1251-1300
A, 101-125
4201B, 1026-1050
A, 151-900

3 ALTW-100
2M, 25, 1984
4201B, 1001-1025
4201B, 26-50
4201B, 1251-1300

4 BKYS-100
2M, 35, 1981
(4201B, 1001-1025)
A, 26-50
(4201B, 1251-1300)

5 BKYS-100
2M, 50, 1981
4201B, 1001-1025
A, 26-50
4201B, 1251-1300

6 1 - PVC-C-4'
STRUCTURE PLACED BY CITY OF ADDISON

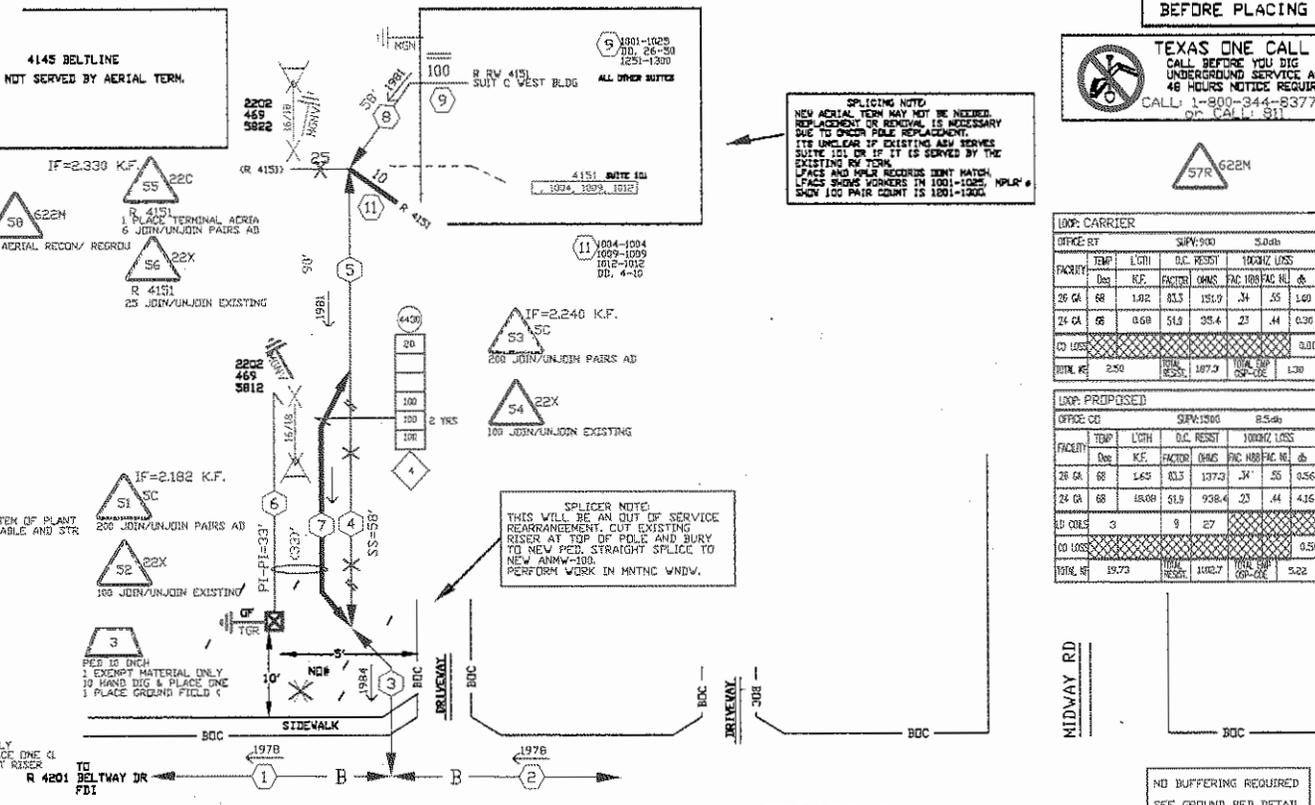
7 ANMW-100
3M, 35, 1981
4201B, 1001-1025
A, 26-50
4201B, 1251-1300

8 BKYS-100
2M, 35, 1981
4201B, 1001-1025
A, 26-50
4201B, 1251-1300

Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
1	4RMV	BKYS-100	22X	DB007	35	1981
2	MMATL	ANMW-100	SC	DB007	58	0

- This is a CWO's project and must be handled differently than a SAU project.
- Contract Coordinators - Initial ACAS cost of this job MUST be discussed with the Engineer PRIOR to awarding a contract.
- ANY additional costs (contract OR labor) beyond the original estimated cost, MUST be approved in advance by the engineer.
- Splicing Manager and Splicers - Notify Engineer if actual splicing hours are expected to exceed forecasted hours.
- CWO'S PROJECT COSTS MUST BE KEPT IN LINE WITH ORIGINAL JOB ESTIMATE OR A CHANGE ORDER MUST BE NEGOTIATED WITH THE CUSTOMER.

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LOCATE ALL UTILITIES BEFORE PLACING

TEXAS ONE CALL
CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED.
CALL 1-800-344-3377
OR CALL 311

SPLICING NOTE
NEW AERIAL TERM MAY NOT BE NEEDED.
REPLACEMENT OR REMOVAL IS NECESSARY
DUE TO POLE PAIR REPLACEMENT.
IT IS UNCLEAR IF EXISTING ASB SERVES
SUITE 101 OR IF IT IS SERVED BY THE
EXISTING RW TERM.
PLANS AND MAPS RECORDS DON'T MATCH.
PLANS SHOW WORKERS IN 1001-1025, MAPS
SHOW LOT PAIR COUNT IS 1001-1005.

LOOP CARRIER

OFFICE ST	TEMP	LGTH	D.C. RESIST	1000HZ LOSS
28 GA	68	1.02	83.3	151.9
24 GA	68	0.68	51.8	95.4
10 LOSS				0.00
TOTAL	250	TOTAL RESIST	135.1	TOTAL LOSS

LOOP PROPOSED

OFFICE CO	TEMP	LGTH	D.C. RESIST	1000HZ LOSS
28 GA	68	1.65	83.3	137.3
24 GA	68	15.00	51.9	938.4
10 LOSS				0.50
TOTAL	1973	TOTAL RESIST	139.2	TOTAL LOSS

SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED Y

NORTH ARROW

OPERATING RANGE OF JOB STEPS
TASK 1 TO 58
MFCR 65C

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 44082
CAUTION HIGH VOLTAGE
KV 14.40 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.
Utility CO DEIC - DODIC ELECTRIC DELIVERY C
REP NAME KEMP SPEARS
REP TEL NO. (972) 888-1347
POLE CONTACTS (+) 0 (-) 1

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9483664

TOT.PRINTS 10 PRINT NO.1
NPA/NNX: 972-239 PRT:972239
EXCH. ADDISON
TAX DIST. 18007
GEO LOC. TM8239
ENGR. CCK DRAWN BBS
TELEPHONE NO. (972) 470-5337
REC. REF. 697-645-55-4
MAP REF. 14B
SCALE NONE
ISSUE DATE
PROJ TITLE AD BELTLINE RD RELOCATION
REV. NUMBER
DATE REV.
ENG CELL 214-215-8065

ASSIGNED PAIR FILL

CABLE READING	ASSIGNED PAIRS		DEV. PRS.
	P	R	
4201B, 1501-1525	6	6	4
4201B, 1576-1600	6	6	2

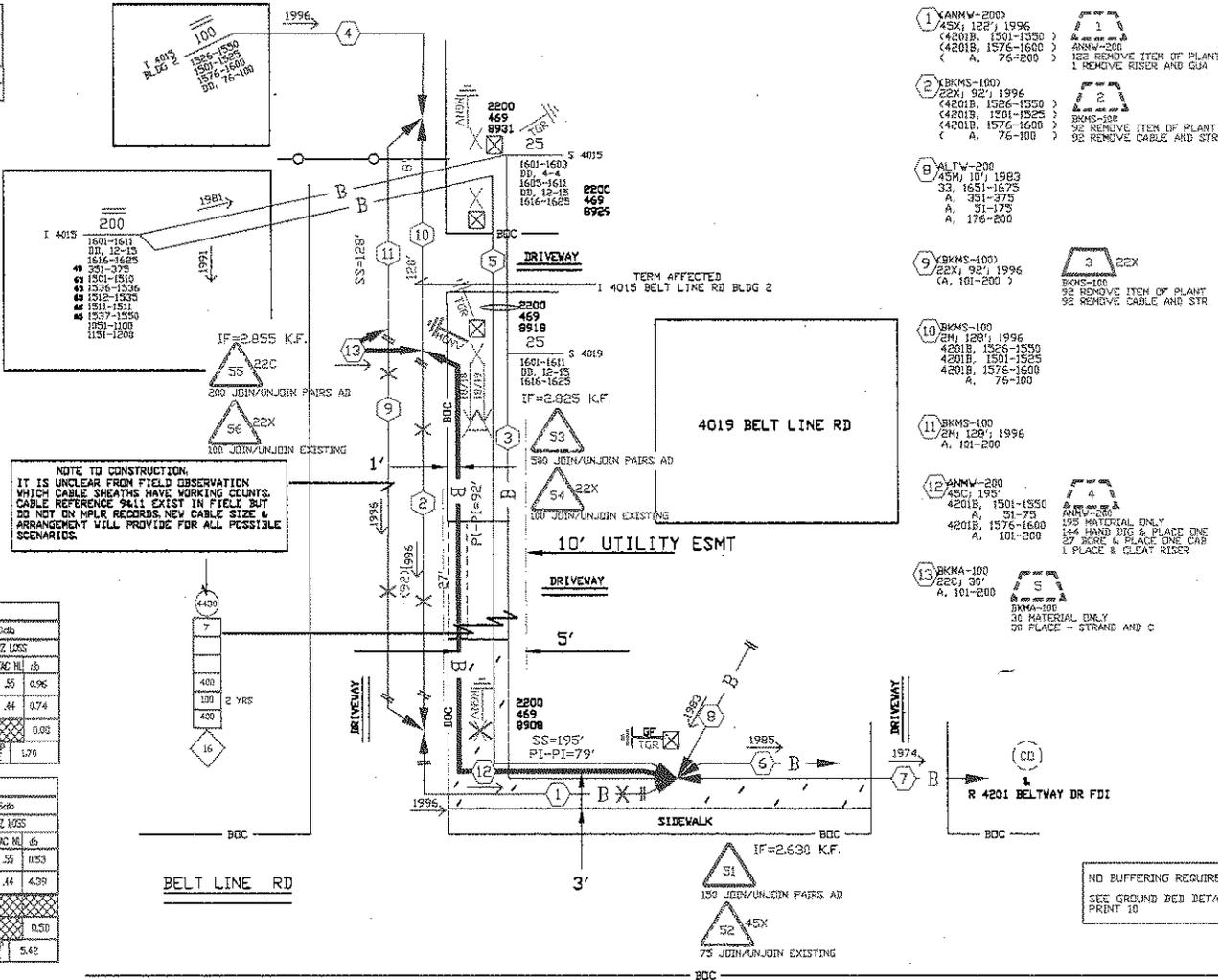
- 3) ALTW-100
45M, 175', 1981
4201B, 1601-1625
49, 351-375
65, 1301-1325
- 4) BKMS-100
2M, 297', 1996
4201B, 1526-1550
4201B, 1501-1525
4201B, 1576-1600
A, 76-100
- 5) ANMW-100
45M, 375', 1991
4201B, 1951-1100
4201B, 1151-1200
- 6) ANMW-300
45M, 300', 1985
4201B, 1376-1600
A, 1376-1430
4201B, 1151-1200
65, 1301-1350
4201B, 1051-1100
4201B, 1501-1550
- 7) A, JHA-UM-300SV
45M, 254', 1974
33, 1251-1275
33, 1301-1350
33, 1601-1625
49, 351-375
33, 1651-1700
4201B, 1501-1575
4201B, 1601-1650
33, 1751-1800

LOOP CARRIER									
OFFICE RT		SUPP: 900		5.0db					
FACILITY		TEMP	LSH	D.C. RESIST	1000HZ LOSS				
DB	K.F.	FACTOR	DIMS	FAC 1000	FAC 1K	FAC 1K	HL	db	
26 GA	68	1.75	83.3	143.6	.34	.55		0.96	
24 GA	68	1.60	51.9	87.0	.23	.44		0.74	
CD LOSS								0.02	
TOTAL K.F.	3.42							1.70	

LOOP PROPOSED									
OFFICE CR		SUPP: 1350		6.5db					
FACILITY		TEMP	LSH	D.C. RESIST	1000HZ LOSS				
DB	K.F.	FACTOR	DIMS	FAC 1000	FAC 1K	FAC 1K	HL	db	
26 GA	68	1.57	83.3	131.0	.34	.55		0.53	
24 GA	68	1.908	51.9	99.02	.23	.44		4.59	
CD LOSS	3							0.50	
TOTAL K.F.	20.63			1148.3				5.42	

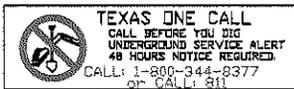
Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
1	+RMV	ANMW-200	45X	DB007	122	1996
2	+RMV	BKMS-100	22X	DB007	92	1996
4	*MATL	ANMW-200	45C	DB007	195	0
5	*MATL	BKMA-100	22C	DB007	30	0

NOTE TO CONSTRUCTION:
IT IS UNCLEAR FROM FIELD OBSERVATION WHICH CABLE SHEATHS HAVE WORKING COILS. CABLE REFERENCE PAIR EXIST IN FIELD BUT DO NOT ON MPLR RECORDS. NEW CABLE SIZE & ARRANGEMENT WILL PROVIDE FOR ALL POSSIBLE SCENARIOS.



- 1) ANMW-200
45X, 122', 1996
4201B, 1501-1550
4201B, 1576-1600
(A, 76-200)
- 2) BKMS-100
22X, 92', 1996
4201B, 1526-1550
4201B, 1501-1525
4201B, 1576-1600
(A, 76-100)
- 3) ALTW-200
45M, 10', 1983
33, 1651-1675
A, 31-175
A, 176-200
- 4) BKMS-100
22X, 92', 1996
(A, 101-200)
- 5) BKMS-100
2M, 120', 1996
4201B, 1526-1550
4201B, 1501-1525
4201B, 1576-1600
A, 76-100
- 6) BKMS-100
2M, 120', 1996
A, 101-200
- 7) ANMW-200
45C, 198'
4201B, 1501-1550
A, 51-75
4201B, 1576-1600
A, 101-200
- 8) BKMS-100
22C, 30'
A, 101-200

NO BUFFERING REQUIRED
SEE GROUND BED DETAIL
PRINT 10



SPECIAL CIRCUITS N
8203 FORWARDED N
PERMIT REQUIRED Y
NORTH ARROW

OPERATING RANGE OF JOB STEPS
TASK 1 TO 56
MFRC 45C

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 443002
CAUTION HIGH VOLTAGE BURIED
KV 14.40 AERIAL

UTILITY CO. (ENR) - ENCOR ELECTRIC DELIVERY CO.
REP NAME: KEMP SPEARS
REP TEL NO. (972) 888-1347
POLE CONTACTS (+) (-)

UTILITY CO.
REP NAME:
REP TEL NO.
POLE CONTACTS (+) (-)

UTILITY CO.
REP NAME:
REP TEL NO.
POLE CONTACTS (+) (-)

PROJECT NO 9483664

TOT. PRINTS 10 PRINT NO. 2
NPA/NNX: 972-279 PRT: 972239
EXCH. ADDISON
TAX DIST. DB007
GEO LOC. TMB239
ENGR. CCX DRAWN RBS
TELEPHONE NO. (972) 470-5337
REC. REF. 697-645-55-2
MAP REF. 14B
SCALE NONE
ISSUE DATE
PROJ TITLE AD BELT LINE RD RELOCATION
REV. NUMBER
DATE REV.
ENG CELL 214-215-8065

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1 AFMW-100
45M, 539' 1988
4201B, 951-975
A, 26-75
4201B, 1126-1150

2 ANMW-50
45M, 595' 2004
4201B, 1501-1525
A, 26-50

3 AFMW-200
45M, 100' 1988
4201B, 951-1000
A, 21-75
4201B, 1126-1150
4201B, 1501-1525
A, 126-200

4 ANMW-300
45M, 452' 1988
4201B, 951-1000
4201B, 1051-1075
A, 976-1000
4201B, 1101-1200
4201B, 1501-1600

5 AFMW-600
45M, 305' 1988
4201B, 951-1000
4201B, 1051-1075
A, 976-1000
4201B, 1101-1200
4201B, 1631-1700
4201B, 2001-2050
A, 551-600
A, 601-700

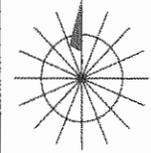
LOOP ULTIMATE									
DIPOL CO		DUP/1500				S.11ab			
FACTORY	TEMP	LODI	B.C. RESET	FACTORY	OHMS	P.C. HAVING	W.C. HAVING	W.C. HAVING	W.C. HAVING
24 CA	66	21.00	51.9	1989.9	23	44	4.87		
IN COILS	3		5	27					
CO LOSS									6.50
TOTAL RT	21.00		51.9	1116.9					5.33

R 4201 BELTWAY DR
LS - FBI
NEA-7882P9

45M	D8007	SAI-7000
F400	1-300	B.P. 1-300
14930M	1201-1261	B.P. 301-461
UB	462-1200	B.P. 462-1200
PGL	1501-1700	B.P. 1301-1360
PGL	2001-2100	B.P. 1361-1400
33	1601-1606	B.P. 1401-1406
33	1607-1608	B.P. 1407-1407
33	1609-1701	B.P. 1408-1408
33	1702-1701	B.P. 1409-1501
PGL	2401-2500	B.P. 1502-1521
PGL	2601-2650	B.P. 1522-1521
FH05	451-350	B.P. 1702-1601
FH05	461-650	B.P. 1602-1651
DD	1852-2092	B.P. 1852-2092
14930M	851-851	B.P. 2093-2093
DD	2094-2095	B.P. 2094-2095
14930M	602-602	B.P. 2096-2096
14930M	909-909	B.P. 2097-2097
14930M	762-762	B.P. 2098-2098
14930M	840-840	B.P. 2099-2099
PGL	2655-2655	B.P. 2100-2100
14930M	907-907	B.P. 2101-2101
FH05	301-430	B.P. 2102-2251
DD	2252-2397	B.P. 2252-2397
CS	1513-1812	B.P. 2398-2398
DD	2399-2399	B.P. 2399-2399
PGL	1471-1471	B.P. 2400-2400
PGL	2651-2651	B.P. 2401-2401
FH05	651-650	B.P. 2402-2601
PGL	1861-1862	B.P. 2602-2603
14930M	1362-2100	B.P. 2604-3342
Du	1480A	B.P. 1-855
4201B	1-2540	B.P. 859-3466
4201B	2541-2550	B.P. 3467-3468
4201B	2551-2900	B.P. 3469-3658
7000 PR SAI		



SPECIAL
CIRCUITS N
6203
FORWARDED N
PERMIT
REQUIRED Y



NORTH ARROW

OPERATING RANGE OF JOB STEPS

TASK 1 TO 3

MFRC 622N

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 443002

CAUTION HIGH VOLTAGE
KV 14.40 AERIAL 7 BURIED 7

HIGHWAY PERMIT NO.

Utility CO (EEDC - ONCOR ELECTRIC DELIVERY CO)
REP NAME KEMP SPEARS
REP TEL NO. (972) 808-1347
POLE CONTACTS (+) 0 (-) 5

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9483664

TOT.PRINTS 10 PRINT NO.3
NPA/NNX: 972-239 PRT:972239

EXCH. ADDISON

TAX DIST. D8007

GEO LOC. TMS239

ENGR. CCX

DRAWN BBS

TELEPHONE NO. (972) 470-5337

REC. REF. 697-645-55-2

MAP REF. 14B

SCALE NONE

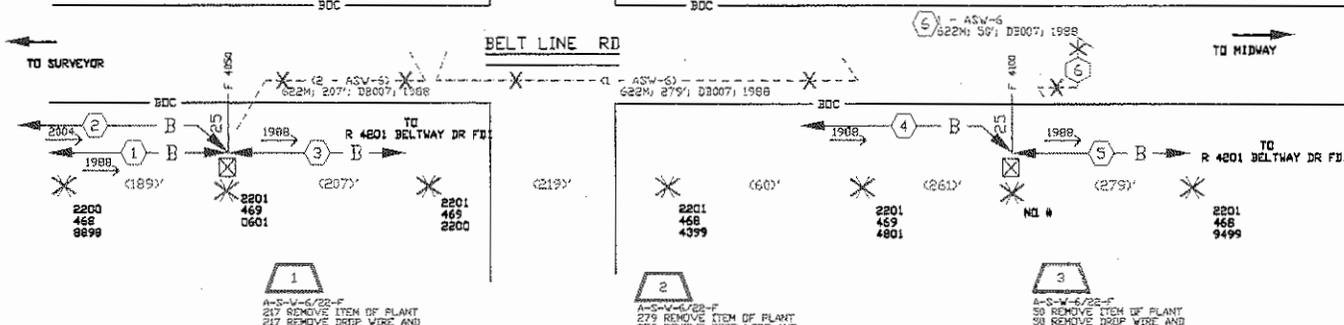
ISSUE DATE

PROJ TITLE AD BELTLINE RD RELOCATION

REV. NUMBER

DATE REV.

ENG CELL 214-215-8062



1
A-S-W-6/22-F
217 REMOVE ITEM OF PLANT
217 REMOVE DROP WIRE AND

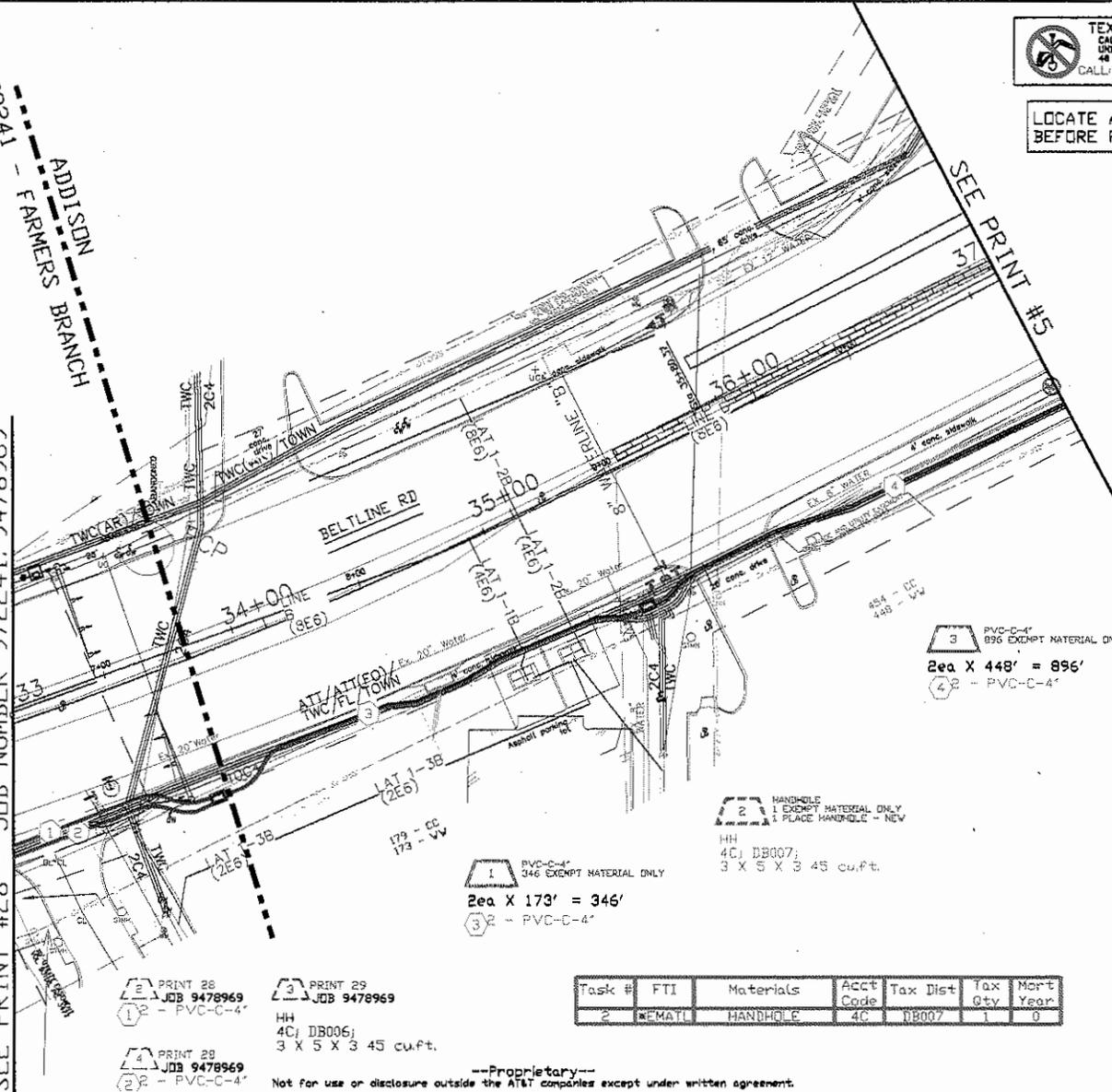
2
A-S-W-6/22-F
279 REMOVE ITEM OF PLANT
279 REMOVE DROP WIRE AND

3
A-S-W-6/22-F
30 REMOVE ITEM OF PLANT
30 REMOVE DROP WIRE AND

NO BUFFERING REQUIRED
SEE GROUND BED DETAIL
PRINT 10

--Proprietary--
Not for use or disclosure outside the AT&T companies except under written agreement.

972241 - ADDISON FARMERS BRANCH
 SEE PRINT #28 - JOB NUMBER 972241. 9478969



TEXAS ONE CALL
 CALL BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT
 48 HOURS NOTICE REQUIRED
 CALL: 1-800-344-8377
 OR 214-731-8111

**LOCATE ALL UTILITIES
 BEFORE PLACING**

SPECIAL CIRCUITS N
 6203 FORWARDED N
 PERMIT REQUIRED Y



OPERATING RANGE OF JOB STEPS
 TASK 1 TO 3
 MFRC 4C

TRANSMISSION ZONE
 RZ 15 CZ 9 TAPER CODE 44302

CAUTION HIGH VOLTAGE
 KV 14.40 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.

Utility CO DEIC - ONCOR ELECTRIC DELIVERY C
 REP NAME KEMP SPEARS
 REP TEL NO. (972) 808-1347
 POLE CONTACTS (+) 0 (-) 0

Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9483664

TOT.PRINTS 10 PRINT NO. 4
 NPA/NNX: 972-239 PRT: 972239

EXCH. ADDISON
 TAX DIST. DB007
 GEO LOC. TMB239
 ENGR. CCX DRAWN BBS
 TELEPHONE NO. (972) 470-5337
 REC. REF. 697-645-55-4
 MAP REF. 14B
 SCALE 1' = 40.0'

ISSUE DATE
 PROJ TITLE AD BELTLINE RD RELOCATION
 REV. NUMBER
 DATE REV. 09/16/2014
 ENG CELL 214-215-8065

1 PVC-C-4
 346 EXEMPT MATERIAL ONLY
 2ea X 173' = 346'
 3 2 - PVC-C-4'

3 PVC-C-4'
 896 EXEMPT MATERIAL ONLY
 2ea X 448' = 896'
 4 2 - PVC-C-4'

HANDHOLE
 2 1 EXEMPT MATERIAL ONLY
 1 PLACE HANDHOLE - NEW
 HH
 4CJ DB007;
 3 X 5 X 3 45 cu.ft.

PRINT 28
 JOB 9478969
 1 PVC-C-4'

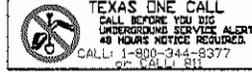
PRINT 29
 JOB 9478969
 HH
 4CJ DB007;
 3 X 5 X 3 45 cu.ft.

PRINT 28
 JOB 9478969
 2 PVC-C-4'

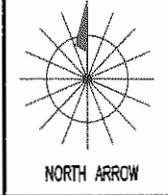
Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
2	MF-MATL	HANDHOLE	4C	DB007	1	0

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LOCATE ALL UTILITIES
BEFORE PLACING

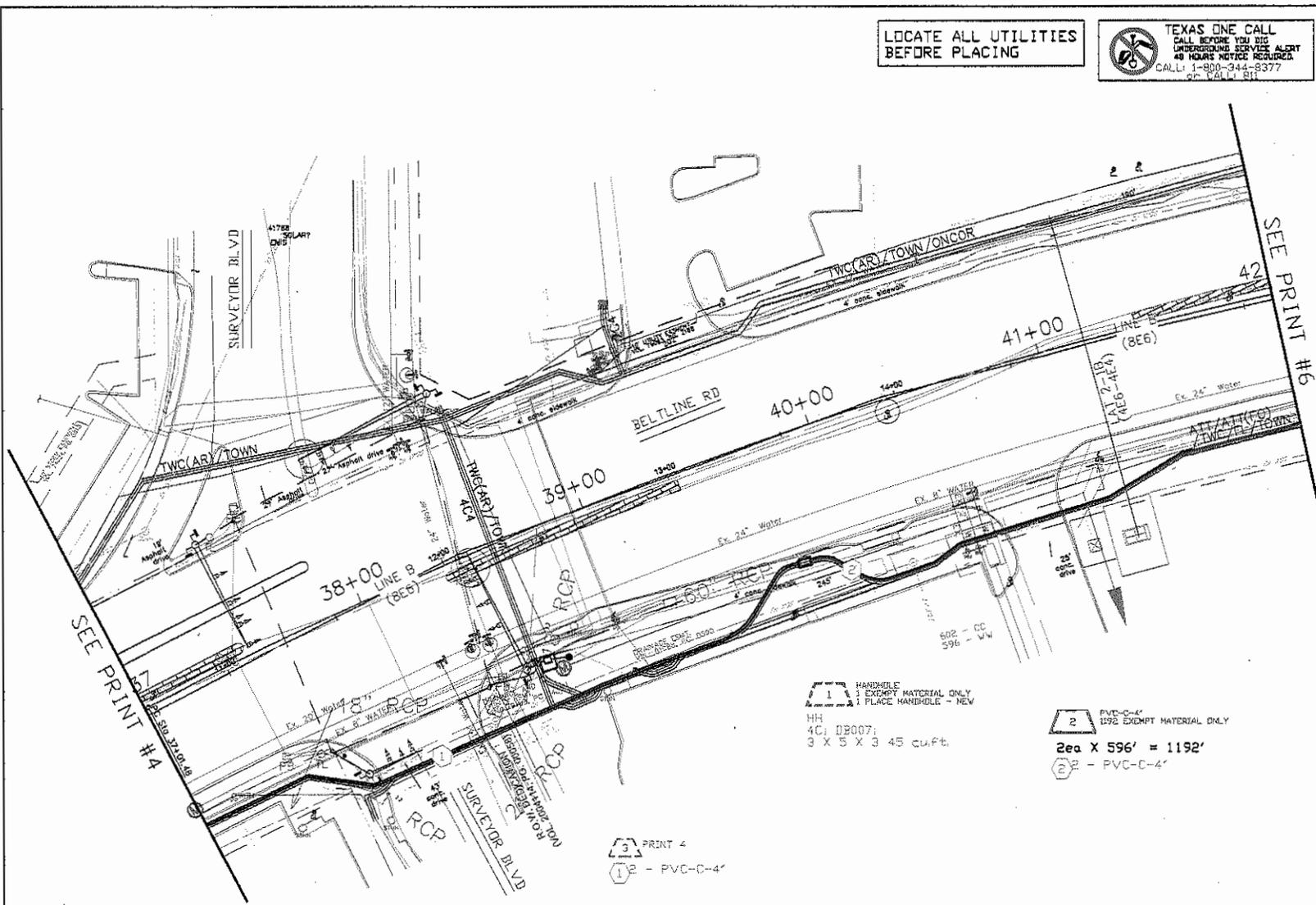


SPECIAL CIRCUITS N
\$203 FORWARDED N
PERMIT REQUIRED Y



OPERATING RANGE OF JOB STEPS
TASK 1 TO 2
MFRC #
TRANSMISSION ZONE RZ 15 CZ 9 TAPER CODE 44X002
CAUTION HIGH VOLTAGE KV 14.40 AERIAL Y BURIED Y
UTILITY CO. BEHC - BENTON ELECTRIC DELIVERY CO.
REP NAME REP SPEARS
REP TEL NO. (972) 898-1347
POLE CONTACTS (+) 0 (-) 0
UTILITY CO.
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0
UTILITY CO.
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

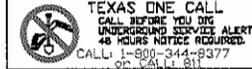
PROJECT NO 9483664
TOT. PRINTS 10 PRINT NO. 5
NPA/NNX: 972-239 PRT: 972239
EXCH. ADDRESS
TAX DIST. DB007
GEO LOC. TH8239
ENGR. CCK DRAWN BBS
TELEPHONE NO. (972) 470-5337
REC. REF. 697-645-55-4
MAP REF. 14B
SCALE 1" = 40.0'
ISSUE DATE
PROJ TITLE AD BELTLINE RD RELOCATION
REV. NUMBER
DATE REV. 09/16/2014
ENG CELL 214-215-8065



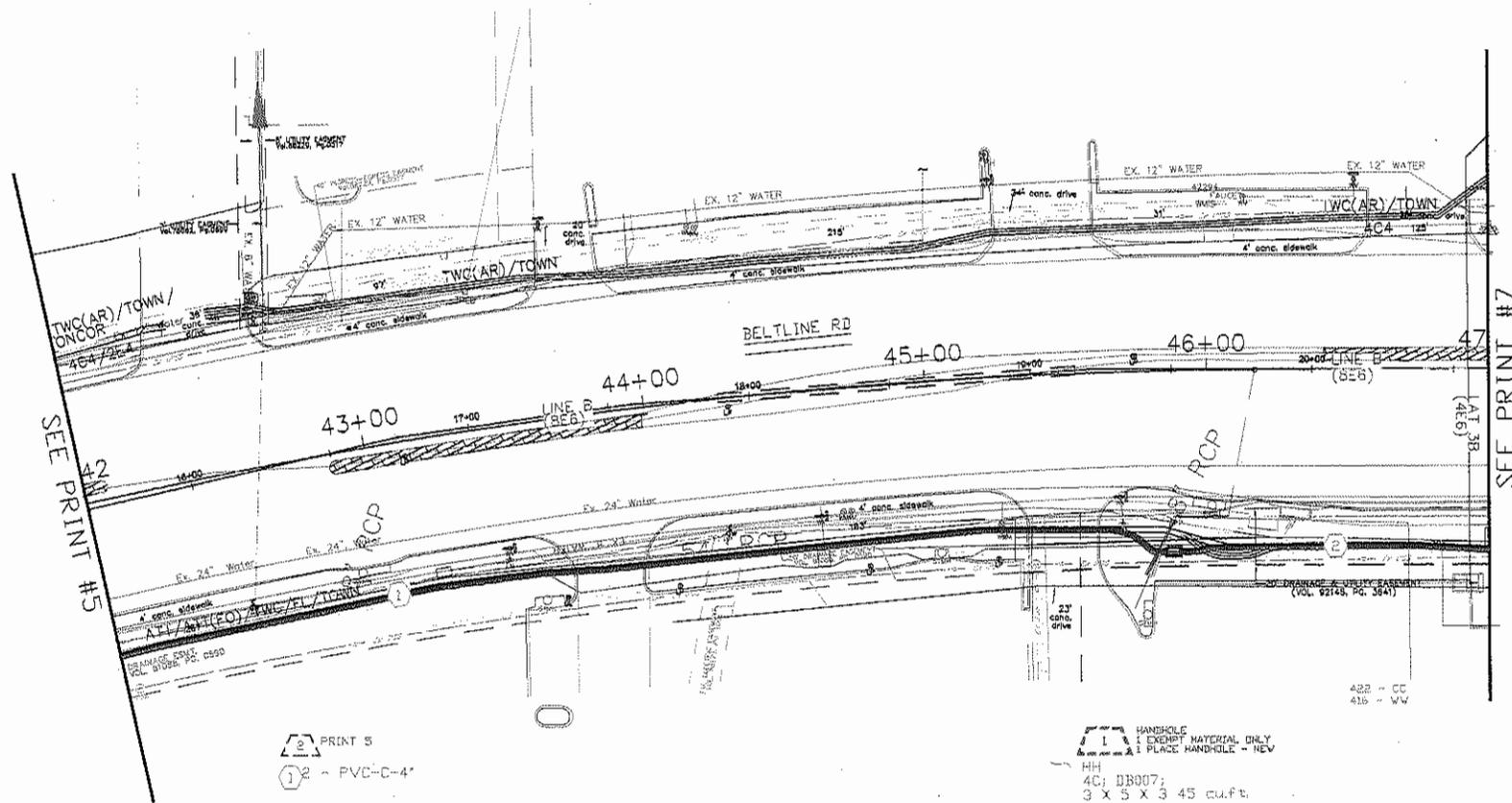
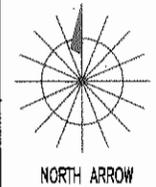
Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mont Year
1	RE-MATL	HANDHOLE	4C	DB007	1	0

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LOCATE ALL UTILITIES
BEFORE PLACING



SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED Y



SEE PRINT #5

SEE PRINT #7

PRINT 5
② - PVC-C-4'

HANDHOLE
EXEMPT MATERIAL ONLY
PLACE HANDHOLE - NEV
HH
4C; DB007;
3 X 5 X 3 45 cu.ft.

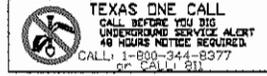
② PVC-C-4'
832 EXEMPT MATERIAL ONLY
2ea X 418' = 832'
② - PVC-C-4'

Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
1	NE-MATL	HANDHOLE	4C	DB007	1	0

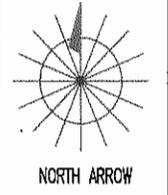
--Proprietary--
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OPERATING RANGE OF JOB STEPS	
TASK 1	TO 2
MFRC 4C	
TRANSMISSION ZONE	
RZ 15	CZ 9 TAPER CODE 443002
CAUTION HIGH VOLTAGE	
KV 14.40	AERIAL Y BURIED Y
HIGHWAY PERMIT NO.	
Utility CO (EBC - ENCOR ELECTRIC DELIVERY C	
REP NAME KEMP SPEARS	
REP TEL NO. (972) 889-1347	
POLE CONTACTS (+) 0	(-) 0
Utility CO	
REP NAME	
REP TEL NO.	
POLE CONTACTS (+) 0	(-) 0
Utility CO	
REP NAME	
REP TEL NO.	
POLE CONTACTS (+) 0	(-) 0
PROJECT NO 9483664	
TOT.PRINTS 10	PRINT NO. 6
NPA/NNX: 972-239	PRT:972239
EXCH. ADDRESS	
TAX DIST. DB007	
GEO LOC. TM8239	
ENGR. CCX	DRAWN DBS
TELEPHONE NO. (972) 470-5037	
REC. REF. 697-645-55-4	
MAP REF. 148	
SCALE 1" = 40.0'	
ISSUE DATE	
PROJ TITLE AD BELTLINE RD RELOCATION	
REV. NUMBER	
DATE REV. 09/16/2014	
ENG CELL 214-215-8065	

LOCATE ALL UTILITIES
BEFORE PLACING



SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED Y



OPERATING RANGE OF JOB STEPS
TASK 1 TO 7
MFCR 4C

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 443002

CAUTION HIGH VOLTAGE
KV 14.40 AERIAL BURIED Y

HIGHWAY PERMIT NO.

Utility CO: DEIC - DIXIE ELECTRIC DELIVERY C
REP NAME: KEMP SPEARS
REP TEL NO.: (972) 988-1347
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9483664

TOT. PRINTS 10 PRINT NO. 7
NPA/NNX: 972-239 PRT: 972239
EXCH. ADDISON
TAX DIST. DB007
GEO. LOC. TMB239
ENGR. CCX DRAWN/BIS
TELEPHONE NO. (972) 470-5337

REC. REF. 697-645-55-4
MAP REF. 148
SCALE 1" = 40.0'
ISSUE DATE
PROJ. TITLE: AD BELTLINE RD RELOCATION
REV. NUMBER
DATE REV. 09/16/2014
ENG CELL 214-215-8065

RISE AT POLE

7 PVC-C-4"
200 EXEMPT MATERIAL ONLY
2ea X 104' = 208'
5 2 - PVC-C-4"

5 PVC-C-4"
392 EXEMPT MATERIAL ONLY
2ea X 296' = 592'
4 2 - PVC-C-4"

6 HANDHOLE
EXEMPT MATERIAL ONLY
PLACE HANDHOLE - NEW
HH DB007
3' X 5' X 3' 45 cu. ft.

1 HANDHOLE
EXEMPT MATERIAL ONLY
PLACE HANDHOLE - NEW
HH DB007
3' X 5' X 3' 45 cu. ft.

3 HANDHOLE
EXEMPT MATERIAL ONLY
PLACE HANDHOLE - NEW
HH DB007
3' X 5' X 3' 45 cu. ft.

2 PVC-C-4"
344 EXEMPT MATERIAL ONLY
2ea X 172' = 344'
2 2 - PVC-C-4"

4 PVC-C-4"
246 EXEMPT MATERIAL ONLY
2ea X 123' = 246'
3 2 - PVC-C-4"

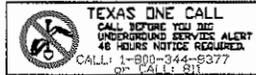
SEE PRINT #6

SEE PRINT #8

Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
1	RE-MATL	HANDHOLE	4C	DB007	1	0
3	RE-MATL	HANDHOLE	4C	DB007	1	0
6	RE-MATL	HANDHOLE	4C	DB007	1	0

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LOCATE ALL UTILITIES
BEFORE PLACING



SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED Y



OPERATING RANGE OF JOB STEPS

TASK 1 TO 2

MFR: 4C

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 443002

CAUTION HIGH VOLTAGE
KV 14.40 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.

Utility CO: DEIC - DIXIE ELECTRIC DELIVERY C
REP NAME: KEVIN SPEARS
REP TEL NO.: (972) 888-1347
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9483664

TOT. PRINTS 10 PRINT NO. 8
NPA/NNX: 972-239 PRT: 972239

EXCH. ADDISON

TAX DIST. DB007

GEO LOC. TMR239

ENGR. CCK DRAWN: BJS

TELEPHONE NO. (972) 470-5337

REC. REF. 697-645-55-4

MAP REF. 14B

SCALE 1" = 40.0'

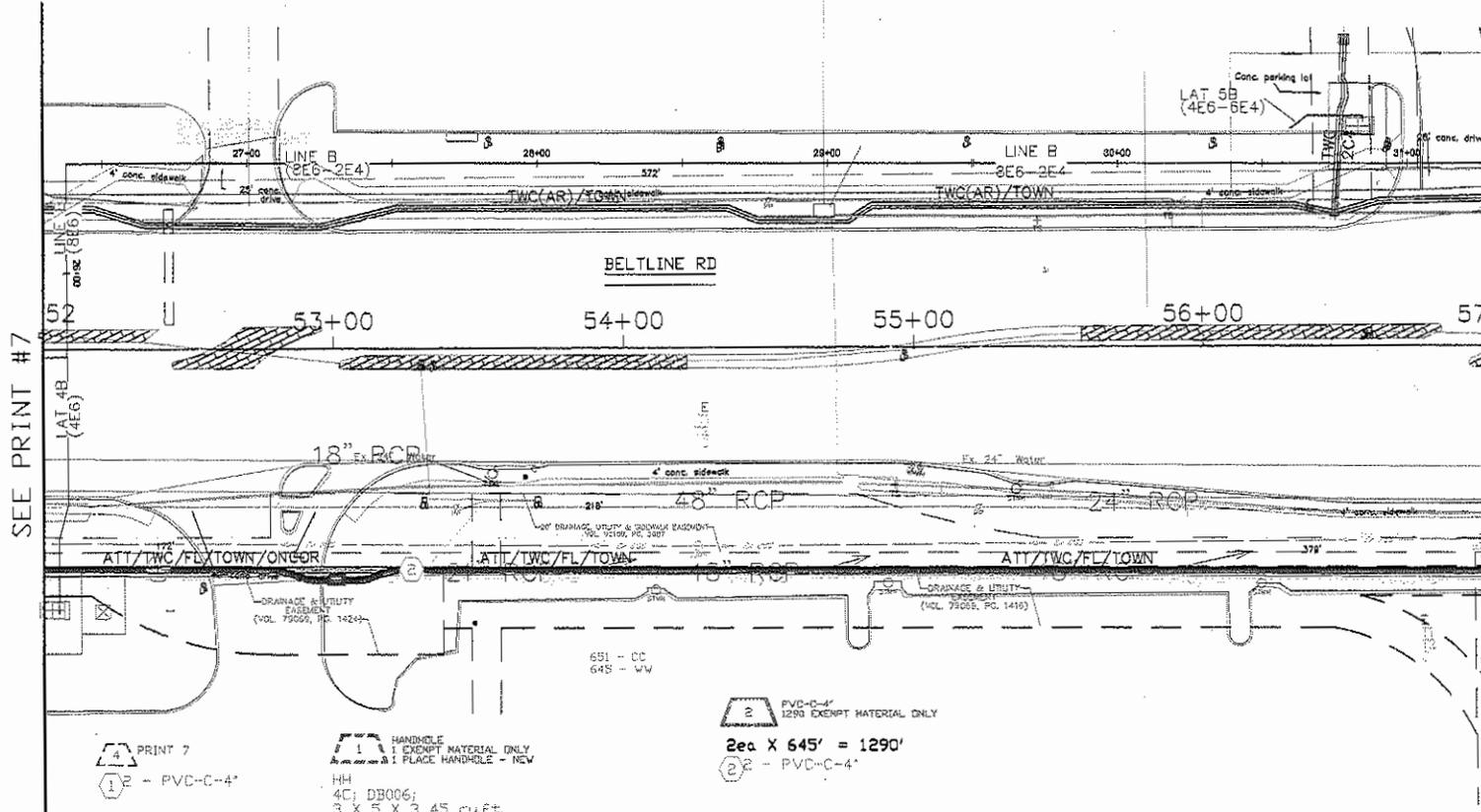
ISSUE DATE

PROJ TITLE: AD BELTLINE RD RELOCATION

REV. NUMBER

DATE REV. 09/16/2014

ENG CELL 214-215-8065



SEE PRINT #7

SEE PRINT #9

Task #	FTI	Materials	Acct Code	Tax Dist	Tax Dty	Mort Year
1	MEMATL	HANDHOLE	4C	DB006	1	0

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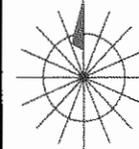
LOCATE ALL UTILITIES
BEFORE PLACING



TEXAS ONE CALL
CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
CALL 1-800-344-3377
CALL 2-214-811

HANDHOLE
1 EXEMPT MATERIAL ONLY
2 PLACE HANDHOLE - NEW
HH
4C DB007;
3 X 5 X 3 45 cu.ft.

SPECIAL
CIRCUITS N
6203
FORWARDED N
PERMIT
REQUIRED Y



NORTH ARROW

OPERATING RANGE OF JOB STEPS

TASK 1 TO 3

MFR 4C

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 44302

CAUTION HIGH VOLTAGE
KV 14.40 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.

Utility CO BEIC - ONCOR ELECTRIC DELIVERY C
REP NAME KEMP SPEARS
REP TEL NO. (972) 888-1347
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

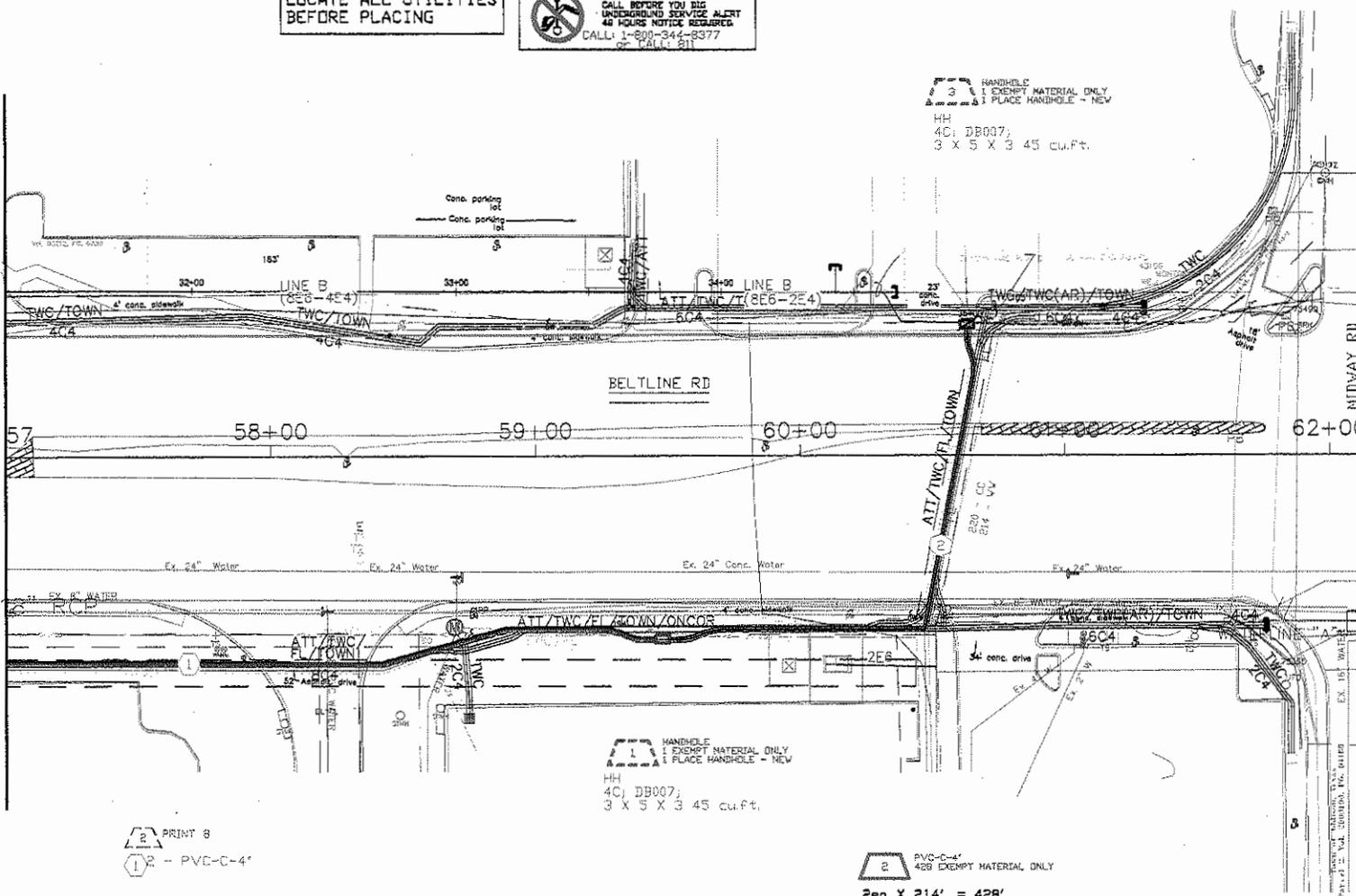
PROJECT NO 9483664

TOT. PRINTS 10 PRINT NO. 9
NPA/NNX: 972-239 PRT: 972239

EXCH. ADDISON
TAX DIST. 08007
GEO LOC. TW6239
ENGR. CCX DRAWN BDS
TELEPHONE NO. (972) 470-5337

REC. REF. 697-645-55-4
MAP REF. 148
SCALE 1" = 40.0'
ISSUE DATE
PROJ TITLE AD BELTLINE RD RELOCATION
REV. NUMBER
DATE REV. 09/16/2014
ENG CELL 214-215-8065

SEE PRINT #8



PRINT 8
① PVC-C-4'

HANDHOLE
1 EXEMPT MATERIAL ONLY
2 PLACE HANDHOLE - NEW
HH
4C DB007;
3 X 5 X 3 45 cu.ft.

PVC-C-4'
450 EXEMPT MATERIAL ONLY
2ea X 214' = 428'
② PVC-C-4'

Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mont Year
1	REMATL	HANDHOLE	4C	DB007	1	0
3	REMATL	HANDHOLE	4C	DB007	1	0

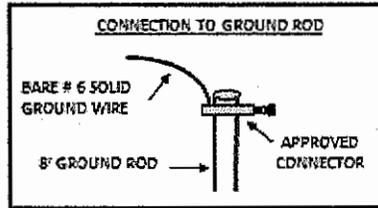
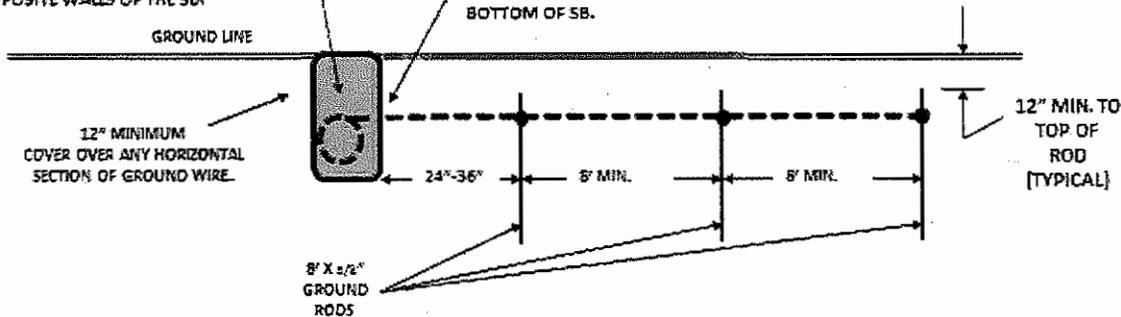
---Proprietary---
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BURIED GROUND BED DETAIL

FIRST GROUND ROD TO BE PLACED NO CLOSER THAN 24" AND NO FURTHER THAN 36" TO/FROM ANY SURFACE OF THE POLE. SECOND AND THIRD GROUND RODS ARE TO BE SEPARATED BY AT LEAST 8 FEET FROM EACH OTHER AND FROM THE FIRST GROUND ROD. THE TOP OF EACH GROUND ROD IS TO BE AT LEAST 12" BELOW FINAL GRADE AT THE ROD LOCATION. USE 5/8" DIAMETER, COPPER CLAD, STEEL GROUND ROD - 96" LONG.

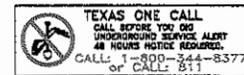
LOOP #6 AWG BARE SOLID COPPER GROUND WIRE THRU THE CLAMPS AT EACH GROUND ROD - DO NOT CUT WIRE. ROUTE WIRE FROM CLOSEST ROD INSIDE SB, WRAPPING THE SB ONE TIME, MAKING AN APPEARANCE ON 2 OPPOSITE WALLS OF THE SB.

BARE # 6 SOLID GROUND WIRE TO ENTER THROUGH SIDE WALL OR THROUGH BOTTOM OF SB.



TWO DAYS BEFORE YOU DIG
CALL U.S.A. TOLL FREE
811

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SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED Y



OPERATING RANGE OF JOB STEPS

TASK _____ TO _____

MFRG 45C

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 443082

CAUTION HIGH VOLTAGE
KV 14.40 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.

Utility CO DERC - INDOOR ELECTRIC DELIVERY C
REP NAME KERP SPEARS
REP TEL NO. (972) 896-1347
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9483664

TOT. PRINTS 10 PRINT NO. 10
NPA/NNX: 972-239 PRT: 972239

EXCH.
TAX DIST.
GEO LOC.

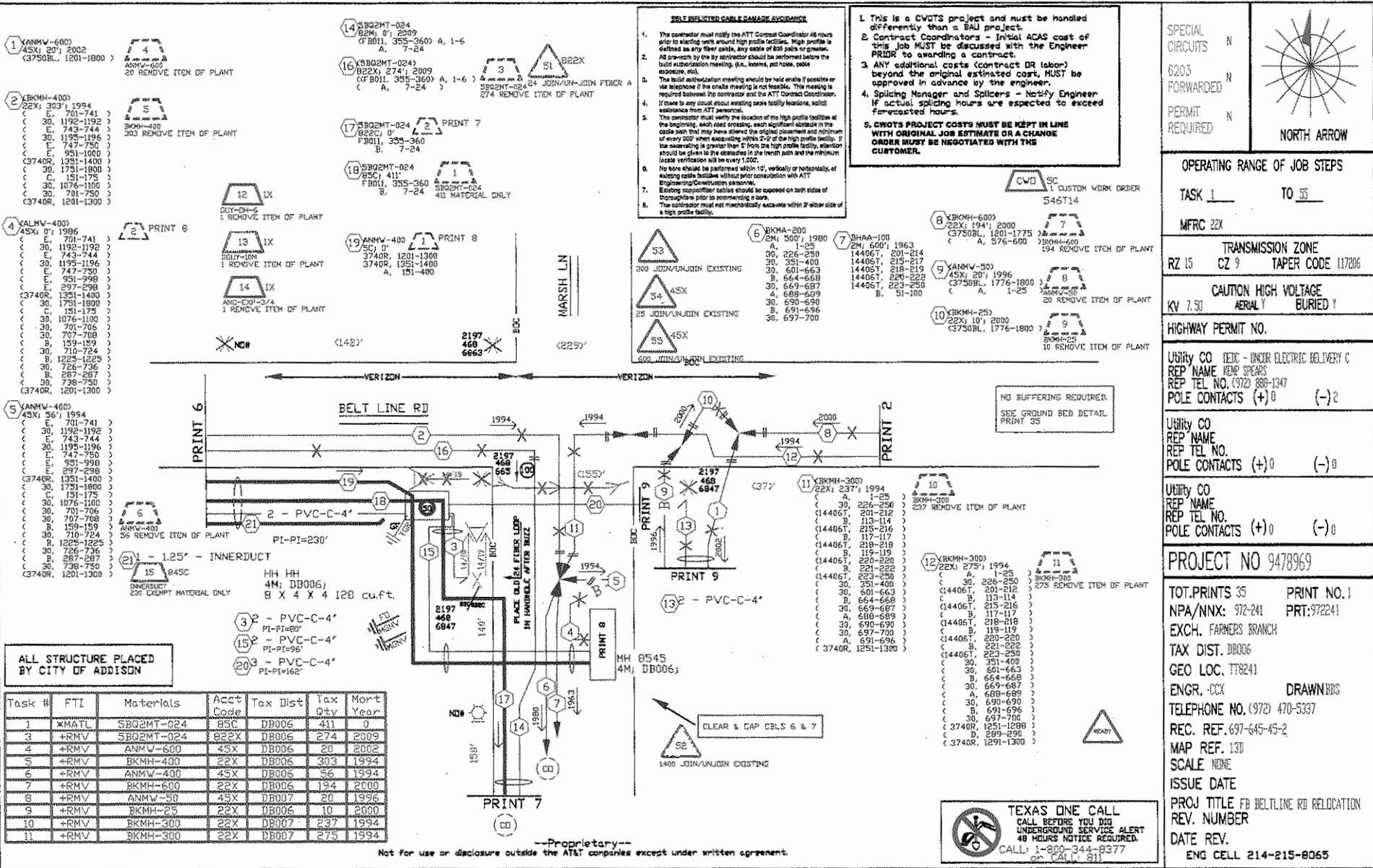
ENGR. CCX DRAWN BBS
TELEPHONE NO. (972) 470-5337

REC. REF. 697-645-55-4
MAP REF. 14B

SCALE NONE
ISSUE DATE

PROJ TITLE AD BELTLINE RD RELOCATION
REV. NUMBER

DATE REV. 09/16/2014
ENG CELL: 214-215-8065



SELF-INFLATED CABLE DAMAGE AVOIDANCE

- The contractor must notify the ATT Contract Coordinator 48 hours prior to starting work around high profile facilities. High profile is defined as any fiber cable, any cable of 800 pairs or greater.
- All pre-work by the contractor should be performed before the build authorization meeting. (i.e., locate, expose, cable exposure, etc.)
- The build authorization meeting should be held onsite or via telephone if the onsite meeting is not feasible. The meeting is required between the contractor and the ATT Contract Coordinator.
- If there is any doubt about existing cable facility locations, solicit assistance from ATT personnel.
- The contractor must verify the location of the high profile facilities at the beginning, each road crossing, each significant obstacle in the cable path that may have altered the original placement and minimum of every 500' when excavating within 2-3' of the high profile facility. If the excavation is greater than 2' from the high profile facility, elevation should be given to the contractor in the trench path and the minimum locate verification will be every 1,000'.
- No bore should be performed within 10' vertically or horizontally of existing cable facilities without prior consultation with ATT Engineering/Construction personnel.
- Excavation equipment cables should be supported on both sides of the trench prior to commencing a bore.
- The contractor must not mechanically access within 2' clear side of a high profile facility.

- This is a CVOTS project and must be handled differently than a BAU project.
- Contract Coordinators - Initial ACAS cost of this job MUST be discussed with the Engineer PRIOR to awarding a contract.
- ANY additional costs (Contract OR labor) beyond the original estimated cost, MUST be approved in advance by the engineer.
- Splicing Manager and Splicers - Notify Engineer if actual splicing hours are expected to exceed forecasted hours.
- CVOTS PROJECT COSTS MUST BE KEPT IN LINE WITH ORIGINAL JOB ESTIMATE OR A CHANGE ORDER MUST BE NEGOTIATED WITH THE CUSTOMER.

SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED N

NORTH ARROW

OPERATING RANGE OF JOB STEPS
TASK 1 TO 55
MFRS 22X

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 117206

CAUTION HIGH VOLTAGE
KV 7.50 AERIAL BURIED Y

HIGHWAY PERMIT NO.

Utility CO IEDC - UNDER ELECTRIC DELIVERY C
REP NAME KEND SPEARS
REP TEL NO. (972) 888-1347
POLE CONTACTS (+) 0 (-) 2

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9478969

TOT.PRINTS 35 PRINT NO. 1
NPA/NNX: 972-241 PRT:972241

EXCH. FARMERS BRANCH

GEO LOC. T78241

ENGR. -CCX DRAWN BBS

TELEPHONE NO. (972) 470-5337

REC. REF. 697-645-45-2

MAP REF. 13D
SCALE NONE

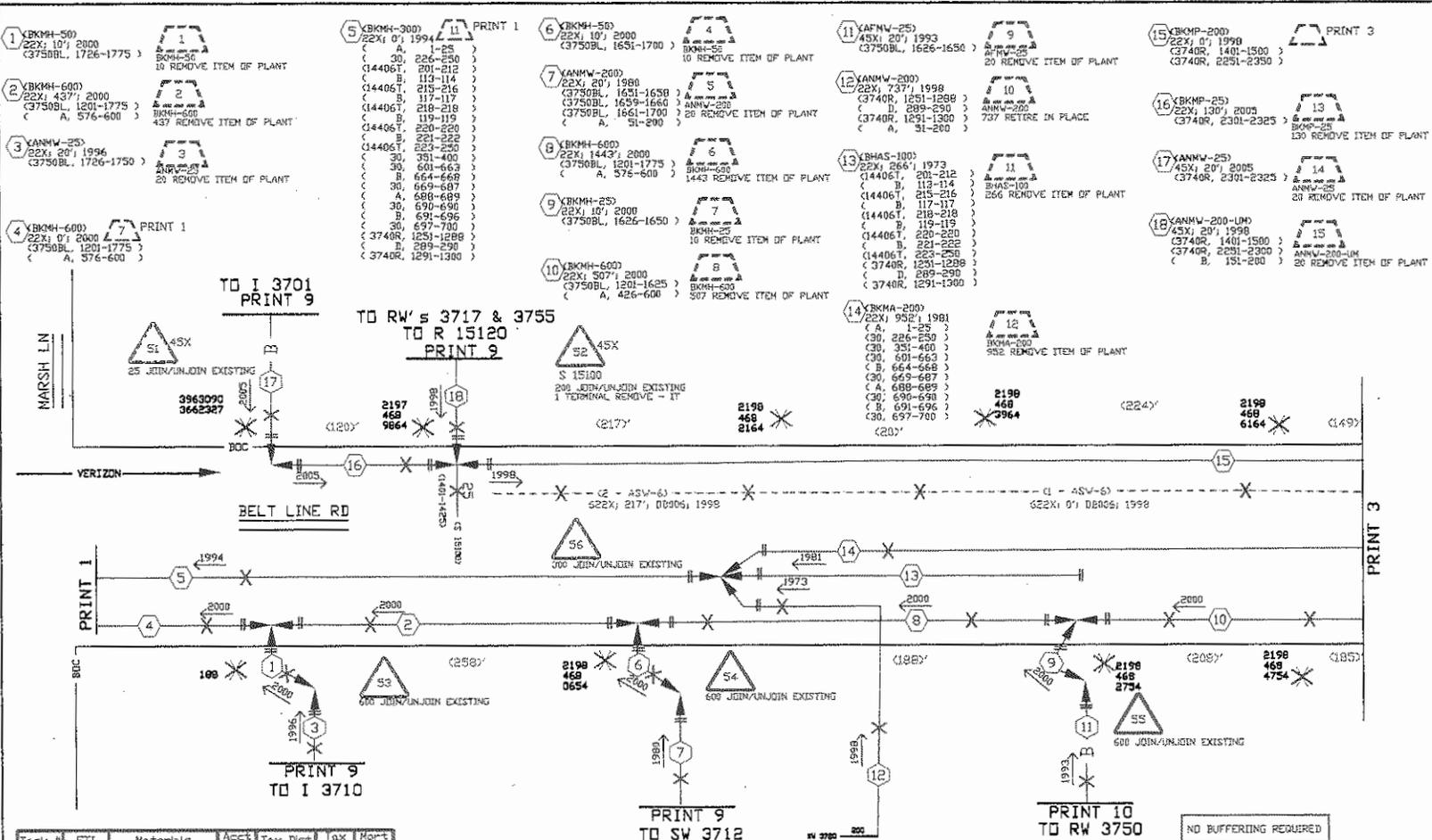
ISSUE DATE
PROJ TITLE FB BELT LINE RD RELOCATION
REV. NUMBER
DATE REV.
ENG CELL 214-215-8065

ALL STRUCTURE PLACED BY CITY OF ADDISON

Task #	FTI	Materials	Acct Code	Tax Dist	Qty	Unit	Year
1	*MATL	SBQ2MT-024	85C	DB006	411	0	
3	+RMV	SBQ2MT-024	822X	DB006	274	2009	
4	+RMV	ANMW-600	45X	DB006	20	2002	
5	+RMV	BKMH-400	22X	DB006	303	1994	
6	+RMV	ANMW-400	45X	DB006	56	1994	
7	+RMV	BKMH-600	22X	DB006	194	2000	
8	+RMV	ANMW-50	45X	DB007	20	1996	
9	+RMV	BKMH-25	22X	DB006	10	2000	
10	+RMV	BKMH-300	22X	DB007	237	1994	
11	+RMV	BKMH-600	22X	DB007	275	1994	

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TEXAS ONE CALL
CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED.
CALL 1-800-341-9377
OR CALL 811



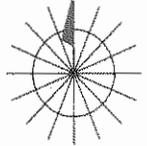
Task #	FTI	Materials	Acct	Tax Dst	Tax	Mo
1	ARMV	BKMH-50	22X	08006	10	2000
2	ARMV	BKMH-600	22X	08006	437	2000
3	ARMV	ANMW-25	22X	08007	29	1994
4	ARMV	BKMH-50	22X	08006	10	2000
5	ARMV	ANMW-200	22X	08006	20	1998
6	ARMV	BKMH-600	22X	08006	243	2000
7	ARMV	BKMH-25	22X	08006	10	2000
8	ARMV	BKMH-50	22X	08006	507	2000
9	ARMV	AFNW-25	45X	08006	20	1993
10	ARMV	ANMW-200	22X	08006	87	1998
11	ARMV	BHAS-100	22X	08007	266	1973
12	ARMV	BKMA-200	22X	08007	959	1991
13	ARMV	BKMP-25	22X	08006	130	2005
14	ARMV	ANMW-25	45X	08006	29	2005
15	ARMV	ZANW-200-UM	45X	08006	20	1998

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SPECIAL CIRCUITS N

6203 FORWARDED N

PERMIT REQUIRED Y



NORTH ARROW

OPERATING RANGE OF JOB STEPS

TASK 1 TO 36

MFR: 22X

TRANSMISSION ZONE

RZ 15 CZ 9 TAPER CODE 117206

CAUTION HIGH VOLTAGE BURIED Y

KV 7.50 AERIAL Y

HIGHWAY PERMIT NO.

Utility CO: DEIC - DIXIE ELECTRIC DELIVERY C
 REP NAME: KEMP SPEARS
 REP TEL NO.: (972) 888-1347
 POLE CONTACTS (+)0 (-)9

UTILITY CO

Utility CO: DEIC - DIXIE ELECTRIC DELIVERY C
 REP NAME: KEMP SPEARS
 REP TEL NO.:
 POLE CONTACTS (+)0 (-)0

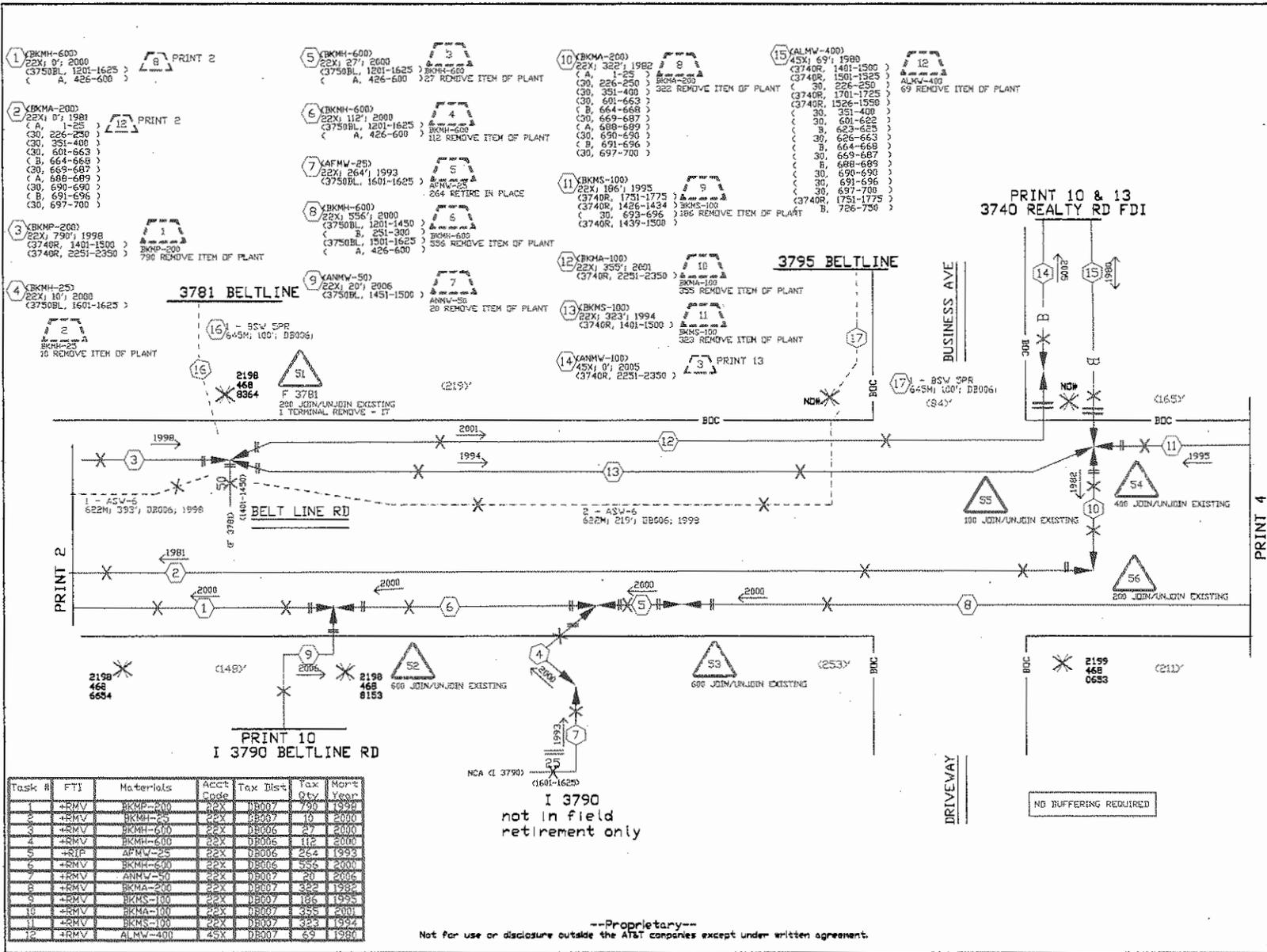
UTILITY CO

Utility CO: DEIC - DIXIE ELECTRIC DELIVERY C
 REP NAME: KEMP SPEARS
 REP TEL NO.:
 POLE CONTACTS (+)0 (-)0

PROJECT NO 9478969

TOT.PRINTS 35 PRINT NO.2
 NPA/NNX: 972-241 PRT:972241
 EXCH. FARMERS BRANCH
 TAX DIST. DB006
 GEO LOC. TT8241
 ENGR. CCX DRAWN BJS
 TELEPHONE NO. (972) 470-5337
 REC. REF. 697-645-45-2
 MAP REF. 13D
 SCALE NONE
 ISSUE DATE
 PROJ TITLE FB BELTLINE RD RELOCATION
 REV. NUMBER
 DATE REV.

ENG CELL 214-215-8065



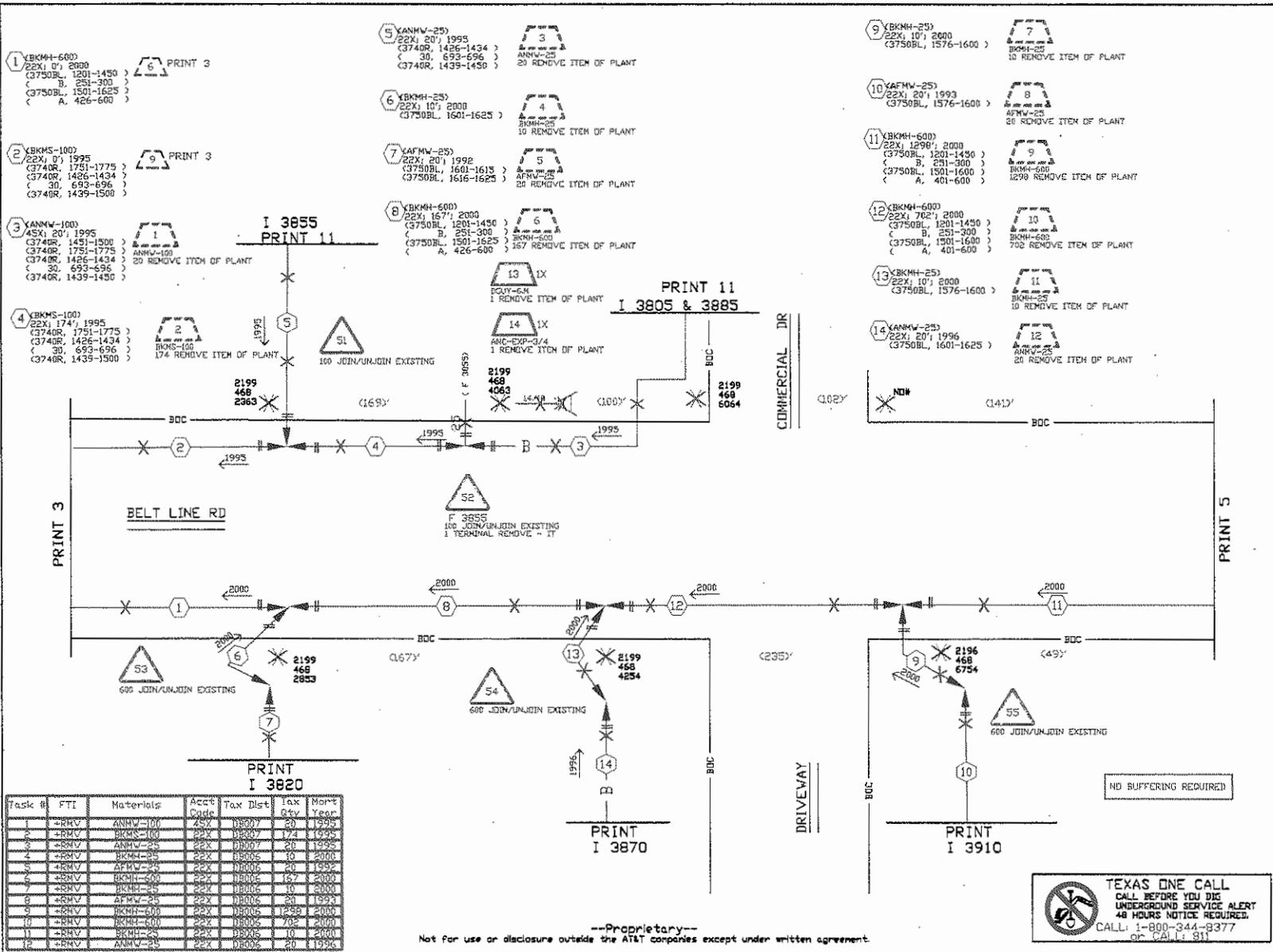
SPECIAL CIRCUITS	N
6203 FORWARDED	N
PERMIT REQUIRED	Y

NORTH ARROW

OPERATING RANGE OF JOB STEPS	
TASK 1	TO 12
MFCR 22X	
RZ 15	CZ 9 TAPER CODE 117206
CAUTION HIGH VOLTAGE BURIED Y	
KV 7.50 AERIAL Y	
HIGHWAY PERMIT NO.	
Utility CO DEIC - ONOR ELECTRIC DELIVERY C	
REP NAME NEW SPEARS	
REP TEL NO. (972) 888-1387	
POLE CONTACTS (+) 0	(-) 6
Utility CO	
REP NAME	
REP TEL NO.	
POLE CONTACTS (+) 0	(-) 0
Utility CO	
REP NAME	
REP TEL NO.	
POLE CONTACTS (+) 0	(-) 0
PROJECT NO 9478969	
TOT.PRINTS 35	PRINT NO. 3
NPA/NNX: 972-241	PRT: 972241
EXCH. FARMERS BRANCH	
TAX DIST. 08006	
GEO LOC. TT8241	
ENGR. CCX	DRAWN JBS
TELEPHONE NO. (972) 470-5337	
REC. REF. 697-645-45-2	
MAP REF. 13D	
SCALE NONE	
ISSUE DATE	
PROJ TITLE FB BELTLINE RD RELOCATION	
REV. NUMBER	
DATE REV.	
ENG CELL 214-215-8065	

Task #	FTI	Materials	Acct Code	Tax Dist	Tax	Month
1	+RMV	BKMP-200	22X	08007	959	1998
2	+RMV	BKMH-25	22X	08007	10	2000
3	+RMV	BKMH-600	22X	08006	27	2000
4	+RMV	BKMH-600	22X	08006	112	2000
5	+RJP	APMW-25	22X	08006	264	1993
6	+RMV	BKMH-600	22X	08006	556	2000
7	+RMV	ANMW-50	22X	08007	20	2006
8	+RMV	BKMA-200	22X	08007	322	1982
9	+RMV	BKMS-100	22X	08007	186	1995
10	+RMV	BKMA-100	22X	08007	355	2001
11	+RMV	BKMS-100	22X	08007	323	1994
12	+RMV	ALMW-400	45X	08007	69	1980

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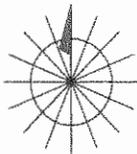
Task #	FTI	Materials	Acct Code	Tax Dist	Tax Rate	Month Year
1	+RMV	ANMW-100	452	0907	20	1995
2	+RMV	BKMS-100	22X	0907	20	1995
3	+RMV	ANMW-25	22X	0907	20	1995
4	+RMV	BKMH-25	22X	0907	20	2000
5	+RMV	AFMW-25	22X	0907	20	1995
6	+RMV	BKMH-600	22X	0907	20	2000
7	+RMV	BKMH-25	22X	0907	20	2000
8	+RMV	AFMW-25	22X	0907	20	1995
9	+RMV	BKMH-600	22X	0907	20	2000
10	+RMV	BKMH-600	22X	0907	20	2000
11	+RMV	BKMH-25	22X	0907	20	2000
12	+RMV	ANMW-25	22X	0907	20	1995

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SPECIAL CIRCUITS N

6203 FORWARDED N

PERMIT REQUIRED Y



NORTH ARROW

OPERATING RANGE OF JOB STEPS

TASK 1 TO 55

MFR C 22X

TRANSMISSION ZONE

RZ 15 CZ 9 TAPER CODE 117266

CAUTION HIGH VOLTAGE

KV 7.50 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.

Utility CO BEIC - INDCR ELECTRIC DELIVERY C
 REP NAME KEMP SPEARS
 REP TEL NO. (972) 889-1347
 POLE CONTACTS (+) 0 (-) 7

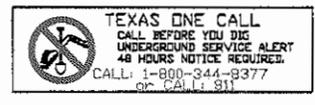
Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

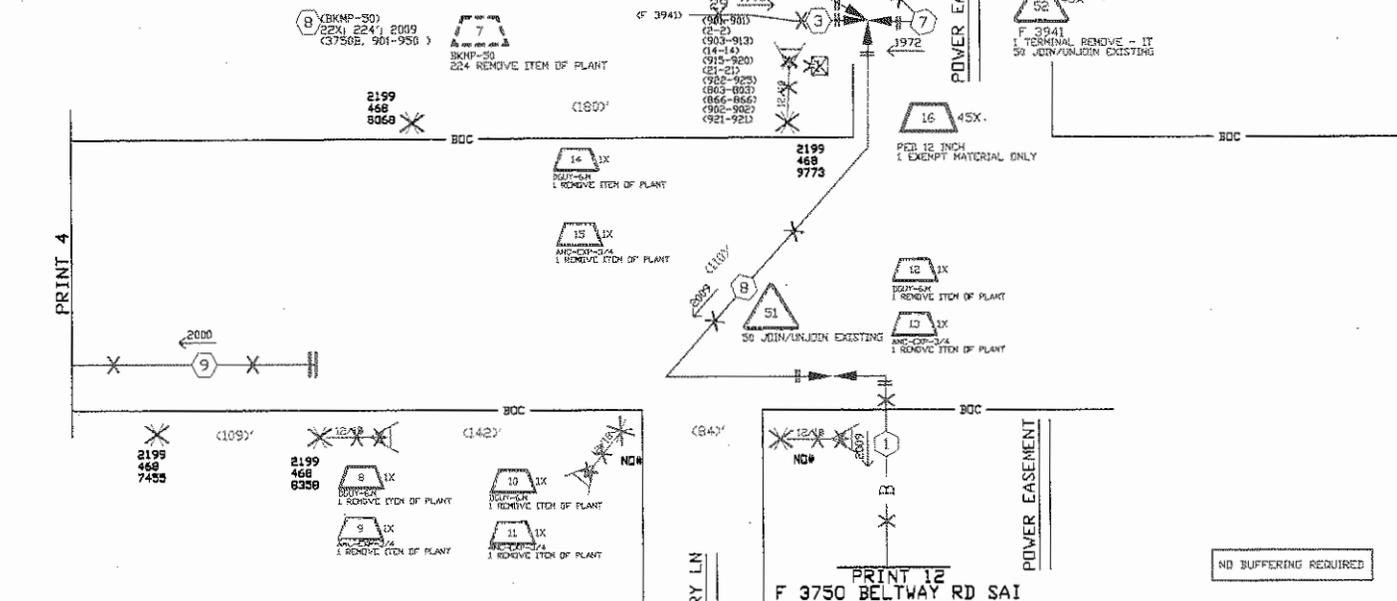
PROJECT NO 9478969

TOT. PRINTS 35 PRINT NO. 4
 NPA/NNX: 972-241 PRT: 972241
 EXCH. FARMERS BRANCH
 TAX DIST. 08006
 GEO LOC. TT0241
 ENGR. CCX DRAWN BBS
 TELEPHONE NO. (972) 470-5337
 REC. REF. 697-645-45-2
 MAP REF. 13D
 SCALE NONE
 ISSUE DATE
 PROJ TITLE FB BELTLINE RD RELOCATION
 REV. NUMBER
 DATE REV.

ENG CELL 214-215-8065



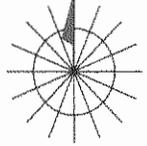
- 1 (ANMW-200)
(45X) 0' 2009
(3750B, 901-950)
(D, 51-200)
- 2 (ANMW-25)
(22X) 40' 1996
(3750B, 901-904)
(A, 5-12) ANMW-25
(3750B, 913-916)
(A, 17-25)
- 3 (BKMA-25)
(22X) 15' 1985
(3750B, 901-925)
- 4 (BKMS-25)
(22X) 52' 1972
(A, 1-18)
(3750B, 919-925)
- 5 (BHAA-25)
(22X) 52' 2003
(A, 1-4)
(3750B, 905-912)
(A, 13-16)
(3750B, 917-918)
(A, 19-25)
- 6 (AFAW-16)
(22X) 52' 1996
(3750B, 901-904)
(A, 5-12)
(3750B, 913-916)
- 7 (BKMS-25)
(22X) 25' 1972
(A, 1-18)
(3750B, 919-925)
- 8 (BKMP-50)
(22X) 224' 2009
(3750B, 901-950)



Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
1	+RMV	ANMW-25	22X	DB007	40	1996
2	+RMV	BKMA-25	22X	DB007	15	1985
3	+RMV	BKMS-25	22X	DB007	52	1972
4	+RMV	BHAA-25	22X	DB007	52	2003
5	+RMV	AFAW-16	22X	DB007	52	1996
6	+RMV	BKMS-25	22X	DB007	25	1972
7	+RMV	BKMP-50	22X	DB006	224	2009

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SPECIAL CIRCUITS Y
6203 FORWARDED N
PERMIT REQUIRED Y



NORTH ARROW

OPERATING RANGE OF JOB STEPS
TASK 1 TO 5
MFRC 22X

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 117206

CAUTION HIGH VOLTAGE
KV 7.50 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.
Utility CO: TREC - TEXAS ELECTRIC DELIVERY C
REP NAME: KEMP SPEARS
REP TEL NO.: (972) 888-1347
POLE CONTACTS (+) 0 (-) 6

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9478969

TOT.PRINTS 35 PRINT NO.5
NPA/NNX: 972-241 PRT:972241
EXCH. FARMERS BRANCH
TAX DIST. 00006
GEO LOC. TT8241
ENGR. CCX DRAWN BBS
TELEPHONE NO. (972) 470-5337
REC. REF. 697-645-45-2
MAP REF. 130
SCALE NONE
ISSUE DATE
PROJ. TITLE FB BELTLINE RD RELOCATION
REV. NUMBER
DATE REV.



TEXAS ONE CALL
CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
CALL: 1-800-344-8377
or CALL: 811

NO BUFFERING REQUIRED

- 1 XBKMT-400
 (22X) (7) 1994
 (E. 701-741)
 (30, 1192-1192)
 (E. 743-744)
 (30, 1195-1196)
 (E. 747-750)
 (E. 951-1000)
 (3740R, 1351-1400)
 (30, 1751-1800)
 (C. 151-175)
 (30, 1076-1100)
 (30, 701-750)
 (3740R, 1201-1300)

- 2 ANMW-50
 (2M, 426) 2000
 14602V, 451-500

- 3 BKMS-300
 (2M, 430) 1986
 3740R, 1251-1275
 E. 726-741
 (30, 1192-1192) E. 742-742
 (E. 743-744) E. 745-746
 (30, 1195-1196) E. 745-746
 (E. 747-750)
 (E. 251-300)
 3740R, 1351-1400
 (30, 1751-1800) E. 451-500
 3740R, 1201-1250
 (30, 701-708) E. 551-550
 (E. 559-559)
 (30, 710-724) E. 560-574
 (E. 575-575)
 (30, 726-736) E. 576-586
 (E. 587-587)
 (30, 739-750) E. 589-600

- 4 ANMW-25
 (2M, 194) 1996
 3740R, 1251-1275

- 5 ZHAS-100
 (2M, 144) 1973
 3740R, 1201-1250
 3740R, 1251-1400

- 6 BKMP-50
 (2M, 382) 2000
 14602V, 451-500

- 7 SBQ2MT-024
 (22X) (7) 2009
 (FB01, 355-360) A, 1-6)
 (A, 7-24)

- 8 SBQ2MT-024
 (BSC) (7) 2009
 (FB01, 355-360) A, 1-6)
 (A, 7-24)

- 9 SBQ2MT-024
 (2M, 100) 2009
 (FB01, 355-360) A, 1-6)
 (A, 7-24)

CAUTION!
 Unterminated optical connectors and active fibers may emit laser radiation. DO NOT VIEW with or without optical instruments or magnifiers.

CAUTION!
 Request that all laser sources be disconnected from cable to be worked on. Check fibers on unterminated connectors with infrared scope to assure systems are inactive before splicing.

REMARKS: MINIMUM STATIC BENDING RADIUS IS 5"
 Use Butt Splice Configuration.
 Fusion Splicing to be done Outside this Manhole.

Bond and Ground per
 ATT-TELCO-002-206-015-Aerial
 Bond all strands of separate cables; At the beginning, end and every 1/2 mile, at each crossover, at each branch. Bond cable shield and strand to a MGN vertical on joint crossing poles where power is present.

SPECIAL CIRCUITS N
 6203 FORWARDED N
 PERMIT REQUIRED Y

NORTH ARROW

OPERATING RANGE OF JOB STEPS
 TASK 1 TO 54
 MFRC 822C

TRANSMISSION ZONE
 RZ 15 CZ 9 TAPER CODE 117206

CAUTION HIGH VOLTAGE
 KV 7.50 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.

Utility CO (EBC - ENCOR ELECTRIC DELIVERY C)
 REP NAME KEMP SPEARS
 REP TEL NO. (972) 889-1347
 POLE CONTACTS (+) 0 (-) 0

Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

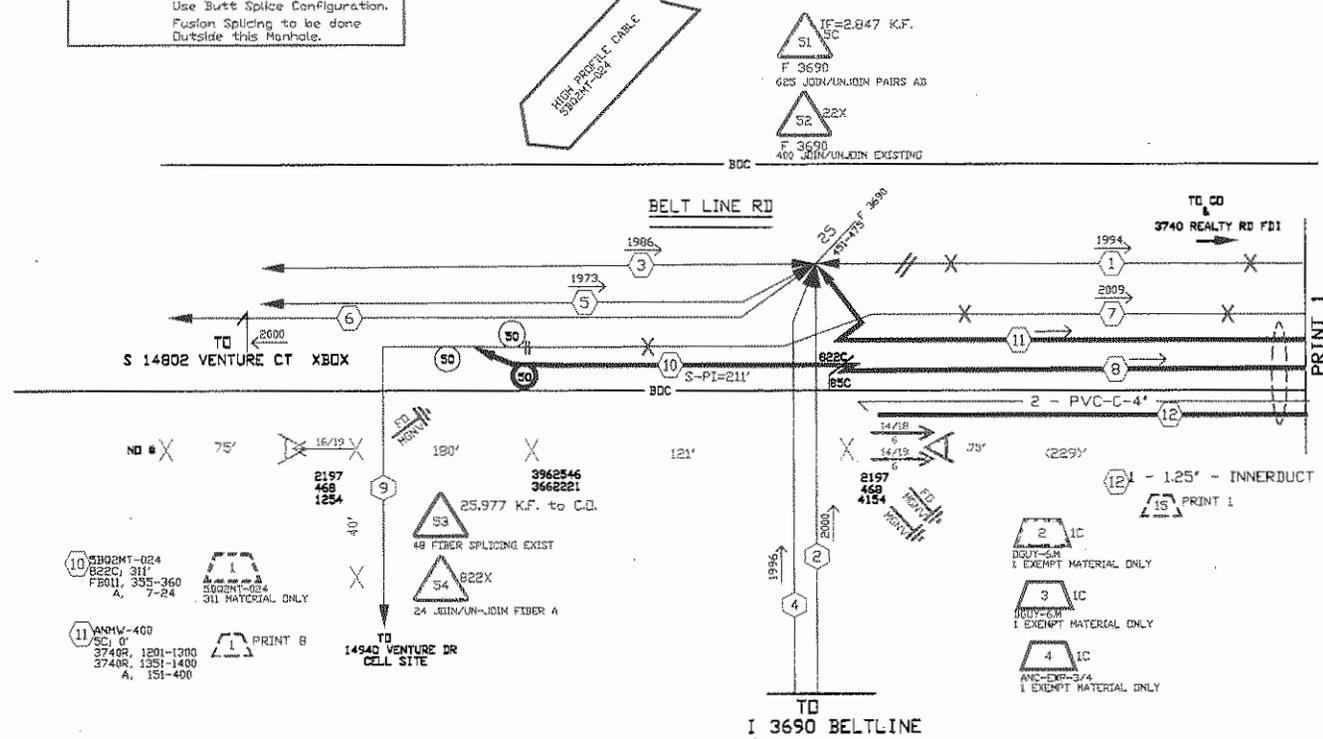
Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9478969

TOT.PRINTS 35 PRINT NO.6
 NPA/NNX: 972-241 PRT:972241
 EXCH. FARMERS BRANCH
 TAX DIST. DB006
 GEO LOC. TT8241
 ENGR. CCX DRAWN:DBS
 TELEPHONE NO. (972) 470-5337
 REC. REF. 697-645-45-2
 MAP REF. 130
 SCALE NONE
 ISSUE DATE
 PROJ TITLE FB BELTLINE RD RELOCATION
 REV. NUMBER
 DATE REV.
 ENG CELL 214-215-8065

100' PROFILE CABLE
 1500MT-024

NO BUFFERING REQUIRED

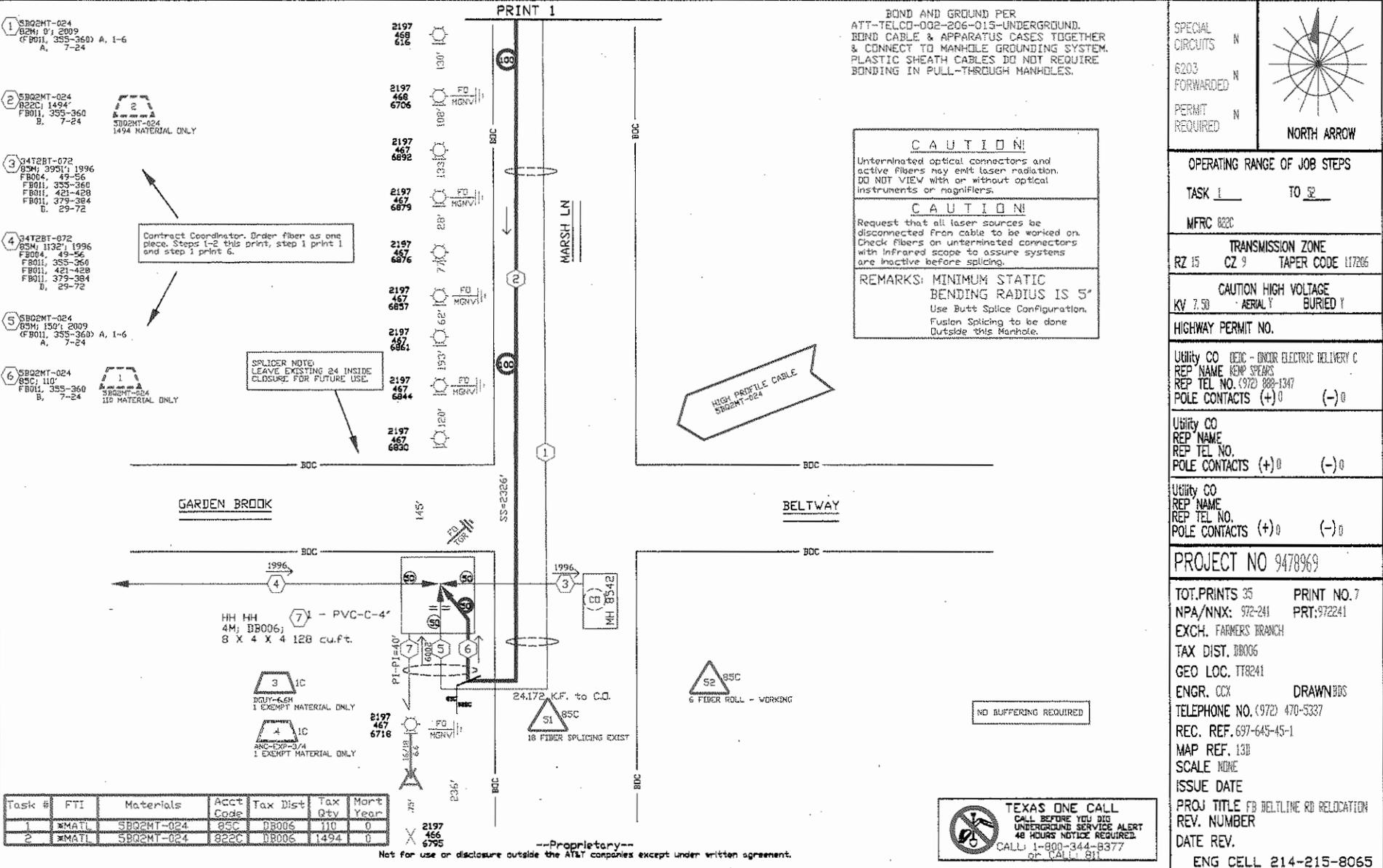


STRUCTURE PLACED BY
 CITY OF ADDISON

TEXAS ONE CALL
 CALL BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT
 48 HOURS NOTICE REQUIRED.
 CALL 1-800-344-8377
 or CALL 811

Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
1	XMATL	SBQ2MT-024	822C	DB006	311	0

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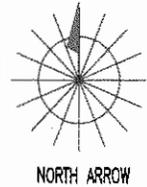


BOND AND GROUND PER
ATT-TELCO-002-206-015-UNDERGROUND.
BOND CABLE & APPARATUS CASES TOGETHER
& CONNECT TO MANHOLE GROUNDING SYSTEM.
PLASTIC SHEATH CABLES DO NOT REQUIRE
BONDING IN PULL-THROUGH MANHOLES.

CAUTION!
Unterminated optical connectors and active fibers may emit laser radiation. DO NOT VIEW with or without optical instruments or magnifiers.

CAUTION!
Request that all laser sources be disconnected from cable to be worked on. Check fibers on unterminated connectors with infrared scope to assure systems are inactive before splicing.

REMARKS: MINIMUM STATIC BENDING RADIUS IS 5'
Use Butt Splice Configuration. Fusion Splicing to be done Outside this Manhole.



SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED N

OPERATING RANGE OF JOB STEPS
TASK 1 TO 2
MFRC 022C

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 117206

CAUTION HIGH VOLTAGE
KV 7.50 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.
Utility CO. BEIC - INDIAN ELECTRIC DELIVERY C
REP NAME KEMP SPEARS
REP TEL NO. (972) 888-1347
POLE CONTACTS (+) 0 (-) 0

Utility CO.
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

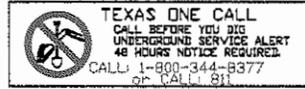
Utility CO.
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9478969

TOT. PRINTS 35 PRINT NO. 7
NPA/NNX: 972-241 PRT: 972241
EXCH. FARMERS BRANCH
TAX DIST. DB006
GEO. LOC. TT8241
ENGR. CCX DRAWN BDC
TELEPHONE NO. (972) 470-5337
REC. REF. 697-645-45-1
MAP REF. 13D
SCALE NONE
ISSUE DATE
PROJ TITLE FB BELTLINE RD RELOCATION
REV. NUMBER
DATE REV.
ENG CELL 214-215-8065

Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
1	MATL	SBQ2MT-024	85C	DB006	110	0
2	MATL	SBQ2MT-024	822C	DB006	1494	0

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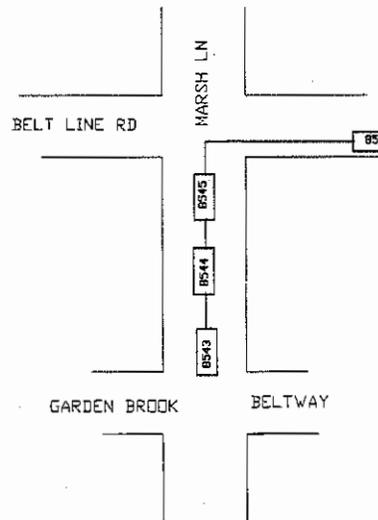
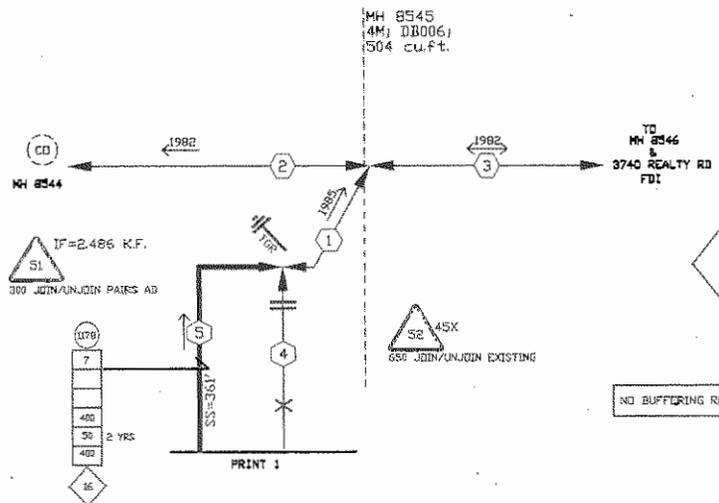
- 1 BKNM-400
SM, 20' 1985
E, 701-741
30, 1192-1192
E, 743-744
30, 1195-1196
E, 747-750
E, 951-998
E, 297-298
3740R, 1351-1400
30, 1751-1800
C, 151-175
30, 1976-1100
30, 701-706
30, 707-708
B, 189-189
30, 710-724
B, 1225-1225
30, 726-726
B, 287-287
30, 738-750
3740R, 1201-1300

- 2 CDMC-1500
SM, 1164' 1982
E, 951-1000
C, 101-175
30, 1076-1150
E, 231-281
30, 1182-1199
C, 300-300
A, 381-400
F, 401-425
A, 426-500
E, 581-756
30, 1651-1800
D, 981-1200
30, 701-724
B, 1225-1225
30, 726-736
B, 1237-1237
30, 739-750
30, 688-689
B, 1259-1400
DPC98, 1301-1350
D, 1451-1494
FH12, 118-20
FH12, 118-120

- 3 CDMC-1500
SM, 924' 1982
E, 1-100
E, 101-175
30, 1076-1150
E, 231-300
A, 301-400
F, 401-425
A, 426-500
E, 501-700
E, 701-715
A, 716-716
E, 717-800
E, 1751-1800
30, 1701-1750
D, 901-1200
30, 701-706
F, 1207-1209
30, 709-709
A, 1218-1211
30, 712-724
B, 1225-1225
30, 726-726
B, 1227-1227
30, 729-728
A, 1235-1235
30, 736-736
B, 1237-1237
30, 739-750
30, 688-689
FH12, 118-20
FH12, 118-120
B, 1259-1300
3740R, 1201-1300
DPC98, 1301-1350
3740R, 1351-1400

- 4 ALMV-400
45X, 94' 1986
(E, 701-741)
(30, 1192-1192)
(E, 743-744)
(30, 1195-1196)
(E, 747-750)
(E, 951-998)
(E, 297-298)
(3740R, 1351-1400)
(30, 1751-1800)
(C, 151-175)
(30, 1076-1100)
(30, 701-706)
(30, 707-708)
(B, 189-189)
(30, 710-724)
(B, 1225-1225)
(30, 726-726)
(B, 287-287)
(30, 738-750)
(3740R, 1201-1300)

- 5 ANMV-400
SC, 361'
3740R, 1201-1300
3740R, 1351-1400
A, 151-400



SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED Y
NORTH ARROW

OPERATING RANGE OF JOB STEPS
TASK 1 TO 32
MFRC SC

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 117206

CAUTION HIGH VOLTAGE
KV 0.00 AERIAL N BURIED N
HIGHWAY PERMIT NO.

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+)0 (-)0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+)0 (-)0

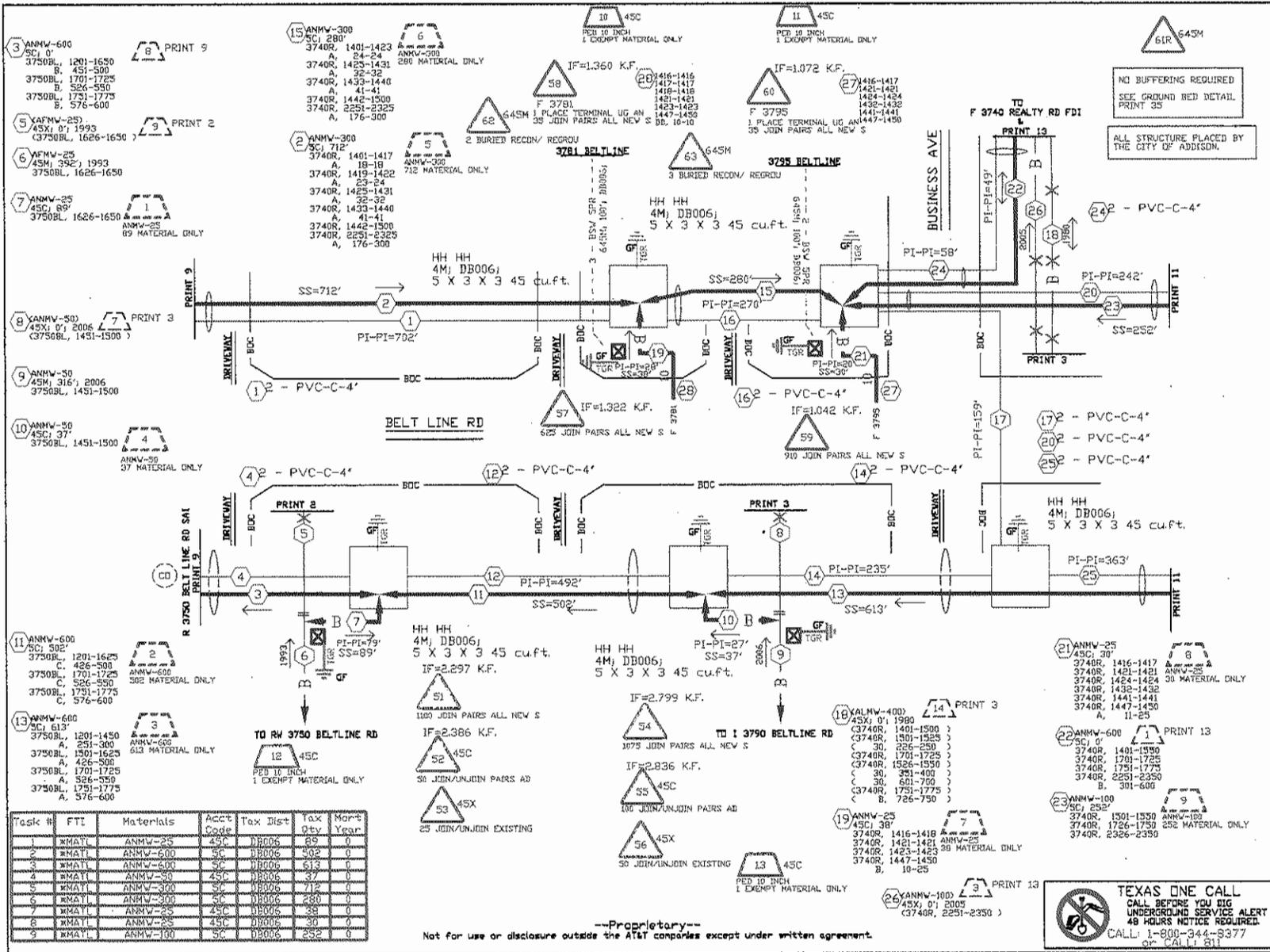
Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+)0 (-)0

PROJECT NO 9478969

TOT.PRINTS 35 PRINT NO. 8
NPA/NNX: 972-241 PRT:972241
EXCH. FARMERS BRANCH
TAX DIST. DB006
GEO LOC. TT8241
ENGR. CCX DRAWN BBS
TELEPHONE NO. (972) 470-5337
REC. REF. UC-38
MAP REF. 13D
SCALE NONE
ISSUE DATE
PROJ TITLE FB BELTLINE RD RELOCATION
REV. NUMBER
DATE REV.
ENG CELL 214-215-8065

Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
1	WMAFL	ANMV-400	SC	DB006	361	0
2	RMV	ALMV-400	45X	DB006	94	1986

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SPECIAL CIRCUITS N
 6203 N
 FORWARDED N
 PERMIT Y
 REQUIRED Y

OPERATING RANGE OF JOB STEPS
 TASK 1 TO 63

MFRC SC

TRANSMISSION ZONE
 RZ 15 CZ 9 TAPER CODE 117206

CAUTION HIGH VOLTAGE
 KV 7.50 AERIAL 1 BURIED 1

HIGHWAY PERMIT NO.

UTILITY CO. BEIC - ONEIER ELECTRIC DELIVERY C
 REP. NAME KEMP SPEARS
 REP. TEL. NO. (972) 889-1347
 POLE CONTACTS (+) 0 (-) 0

UTILITY CO.
 REP. NAME
 REP. TEL. NO.
 POLE CONTACTS (+) 0 (-) 0

UTILITY CO.
 REP. NAME
 REP. TEL. NO.
 POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9478969

TOT. PRINTS 35 PRINT NO. 10
 NPA/NNX: 972-241 PRT: 972241
 EXCH. FARMERS BRANCH
 TAX DIST. DB006
 GEO. LOC. IT8241
 ENGR. CCX DRAWN BBS
 TELEPHONE NO. (972) 470-5337
 REC. REF. 697-645-45-4
 MAP REF. 13B
 SCALE NONE
 ISSUE DATE
 PROJ. TITLE FB BELTLINE RD RELOCATION
 REV. NUMBER
 DATE REV.
 ENG CELL 214-215-8065

Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Month Year
1	RMATL	ANMW-25	45C	DB006	89	0
2	RMATL	ANMW-600	5C	DB006	502	0
3	RMATL	ANMW-600	5C	DB006	613	0
4	RMATL	ANMW-50	45C	DB006	37	0
5	RMATL	ANMW-300	5C	DB006	712	0
6	RMATL	ANMW-25	45C	DB006	33	0
7	RMATL	ANMW-25	45C	DB006	30	0
8	RMATL	ANMW-100	5C	DB006	252	0

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TEXAS ONE CALL
 CALL BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT
 48 HOURS NOTICE REQUIRED
 CALL 1-800-344-9377
 OR CALL 811

TERMS AFFECTED
 I COMMERCIAL/SURVEYOR PRIME CD CABINET
 P 4 TP AND L SUB STATION
 I 3945 BELT LINE RD PRIMECO CELL SITE

SPECIAL CIRCUITS N
 6203 FORWARDED N
 PERMIT REQUIRED Y



OPERATING RANGE OF JOB STEPS
 TASK 1 TO 57
 MFRC 5C

TRANSMISSION ZONE
 RZ 15 CZ 9 TAPER CODE 117206

CAUTION HIGH VOLTAGE
 KV 7.50 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.

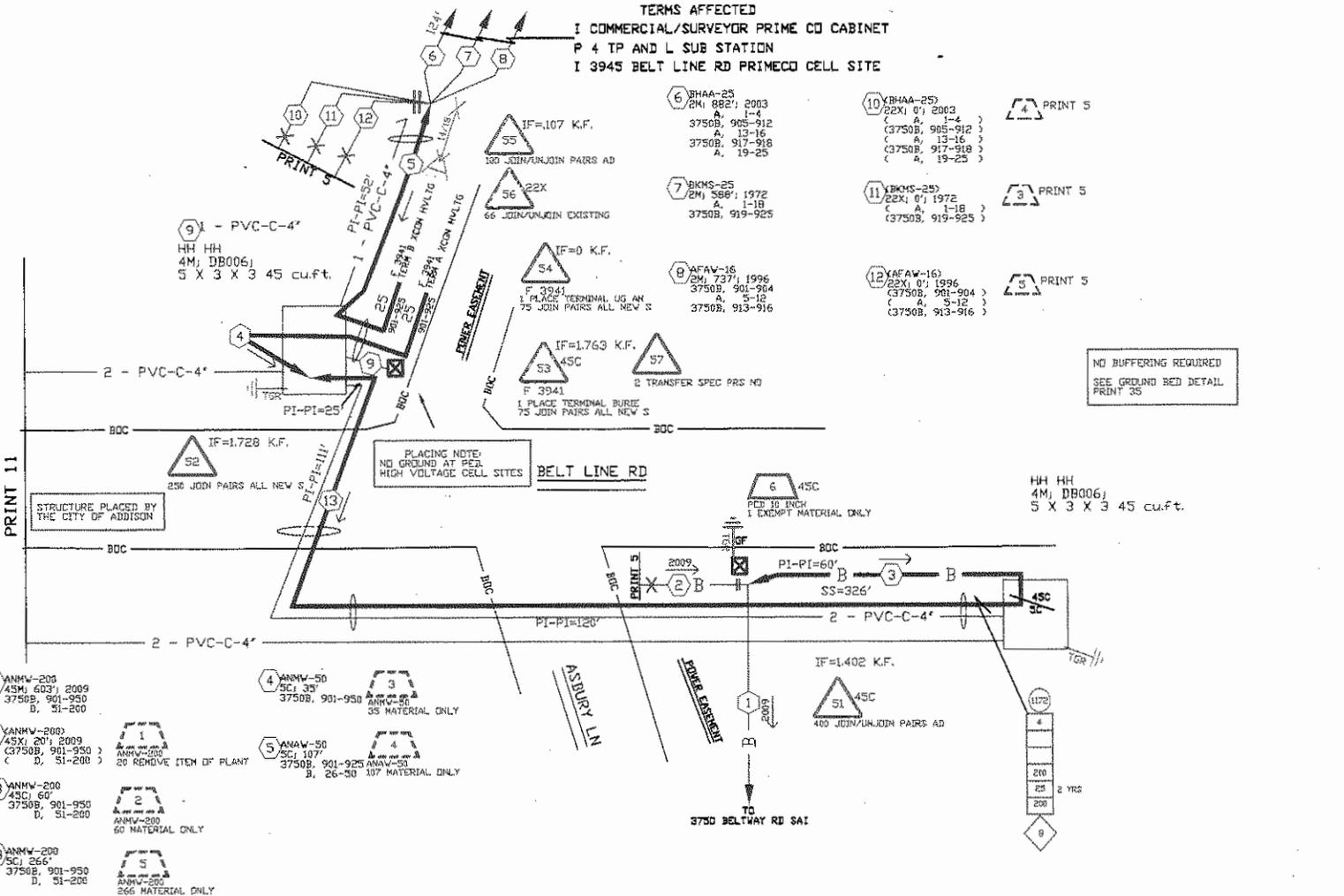
Utility CO (ESC - ENCOR ELECTRIC DELIVERY C)
 REP NAME (KEMP SPEARS)
 REP TEL NO. (972) 888-1347
 POLE CONTACTS (+) 0 (-) 0

Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

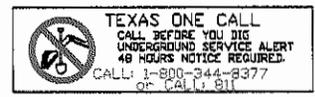
PROJECT NO 9478969

TOT.PRINTS 35 PRINT NO. 12
 NPA/NNX: 972-241 PRT:972241
 EXCH. FARMERS BRANCH
 TAX DIST. DB006
 GEO LOC. TT8241
 ENGR. CCX DRAWN BBS
 TELEPHONE NO. (972) 470-5337
 REC. REF. 697-645-45-4
 MAP REF. 13D
 SCALE NONE
 ISSUE DATE
 PROJ TITLE FB BELTLINE RD RELOCATION
 REV. NUMBER
 DATE REV.
 ENG CELL 214-215-8065

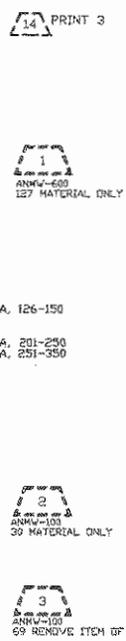


Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mont Year
1	+RMV	ANMW-200	45X	DB006	20	2009
2	*MATL	ANMW-200	45C	DB006	60	0
3	*MATL	ANMW-50	5C	DB006	35	0
4	*MATL	ANAW-50	5C	DB006	107	0
5	*MATL	ANMW-200	5C	DB006	266	0

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- 1 ANMW-400
45X 0' 1989
(3740R, 1401-1500)
(3740R, 1501-1525)
< 30, 226-230
(3740R, 1701-1725)
(3740R, 1526-1550)
< 30, 351-400
< 30, 601-700
(3740R, 1731-1775)
< B, 726-750
- 2 ANMW-600
SC, 127
3740R, 1401-1550
3740R, 1701-1725
3740R, 1781-1795
3740R, 2251-2350
< B, 301-600
- 3 ANMW-400
45X 416' 1989
3740R, 1401-1500
3740R, 1501-1525
< 30, 226-230 > A, 126-150
3740R, 1701-1725
3740R, 1526-1550
< 30, 351-400 > A, 201-230
< 30, 601-700 > A, 251-350
3740R, 1731-1775
< B, 726-750
- 4 ANMW-100
45X 451' 2005
3740R, 2251-2350
- 5 ANMW-100
45C 30'
3740R, 2251-2350
- 6 ANMW-100
45X 69' 2005
(3740R, 2251-2350)



TO
F 3740 REALTY RD FDI

LST 2 STRAIGHT FEED 4 WIRE T1'S AND 3 PDTS LINES INTO THE 3740 REALTY RD FDI. ESPE WILL INITIATE HICAP ROLL FOR T1 WORD DOC CHANGES AS SHOWN BELOW.

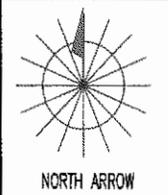
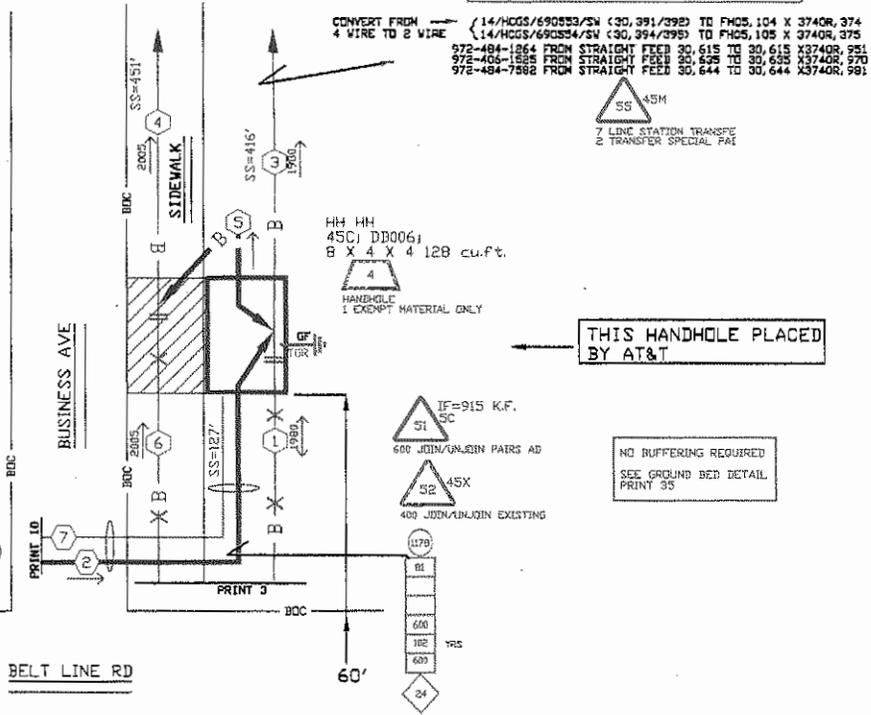
CONVERT FROM 14/HGSS/690553/SW (30,391/392) TO FH05, 104 X 3740R, 374 4 WIRE TO 2 WIRE
 972-484-1264 FROM STRAIGHT FEED 30, 615 TO 30, 615 X3740R, 951
 972-484-1265 FROM STRAIGHT FEED 30, 625 TO 30, 625 X3740R, 970
 972-484-1266 FROM STRAIGHT FEED 30, 644 TO 30, 644 X3740R, 981

IF=885 K.F.
 200 JOIN/UNJOIN Pairs AD
 S3
 S4 45X
 100 JOIN/UNJOIN EXISTING

7 2 - PVC-C-4'
 CONDUIT PLACED BY CITY OF ADDISON

THIS HANDHOLE PLACED BY AT&T

NO RUFFERING REQUIRED
 SEE GROUND BED DETAIL
 PRINT 35



SPECIAL CIRCUITS N
 8203 FORWARDED N
 PERMIT REQUIRED Y

OPERATING RANGE OF JOB STEPS
 TASK 1 TO 55
 MFRC 45C

TRANSMISSION ZONE
 RZ 15 CZ 9 TAPER CODE 117206

CAUTION HIGH VOLTAGE
 KV 7.50 AERIAL Y BURIED Y

UTILITY CO DEIC - DUNCAN ELECTRIC DELIVERY C
 REP NAME REP SPEARS
 REP TEL NO. (972) 988-1347
 POLE CONTACTS (+) 0 (-) 0

UTILITY CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

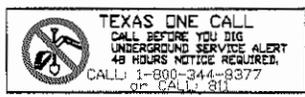
UTILITY CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9478969

TOT. PRINTS 35 PRINT NO. 13
 NPA/NNX: 972-241 PRT: 972241
 EXCH. FARMERS BRANCH
 TAX DIST. 08006
 GEO LOC. T18241
 ENGR. CCX DRAWN DDS
 TELEPHONE NO. (972) 470-5337
 REC. REF. 697-645-45-4
 MAP REF. 133
 SCALE NONE
 ISSUE DATE
 PROJ TITLE FB BELTLINE RD RELOCATION
 REV. NUMBER
 DATE REV.
 ENG CELL 214-215-8065

Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mart Year
1	*MATL	ANMW-600	5C	DB006	127	0
2	*MATL	ANMW-100	45C	DB006	30	0
3	*RMV	ANMW-100	45X	DB006	69	2005

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F 3750 BELTWAY RD SAI

LOOP CARRIER									
OFFICE RT		SUPN-900				S.0db			
FACILITY	TEMP	LGTH	D.C. RESIST	1000HZ LOSS					
Day	K.F.	FACTOR	OHMS	FAC LOSS FAC	NE	db			
24 GA	68	4.06	51.9	216.9	.23	.44	1.79		
22 GA	100	0.99	35.1	34.7	.15	.34	0.24		
CD LOSS							0.00		
TOTAL KE	5.05		100.0	245.6	TOTAL SUP	0.00	2.13		

LOOP ULTIMATE									
OFFICE CD		SUPN-1500				0.5db			
FACILITY	TEMP	LGTH	D.C. RESIST	1000HZ LOSS					
Day	K.F.	FACTOR	OHMS	FAC LOSS FAC	NE	db			
24 GA	68	27.14	51.9	1400.4	.23	.44	6.24		
CD LOSS							0.50		
TOTAL KE	27.14		100.0	1444.4	TOTAL SUP	0.00	6.74		

LOOP PROPOSED									
OFFICE CD		SUPN-1500				0.5db			
FACILITY	TEMP	LGTH	D.C. RESIST	1000HZ LOSS					
Day	K.F.	FACTOR	OHMS	FAC LOSS FAC	NE	db			
24 GA	68	27.16	51.9	1409.9	.23	.44	6.25		
CD LOSS							0.50		
TOTAL KE	26.15		100.0	1480.2	TOTAL SUP	0.00	7.09		

ASSIGNED PAIR FILL

CABLE READING	ASSIGNED PAIR		DEF. PRG.
	F	R	
3750BL1201-1000	99	99	1.6
3750BL2001-990	4	4	0
3750BL1202-1300	5	5	0
3750BL1203-0300	49	49	2.4
3750BL1204-1700	0	0	3.1
3750BL1205-1775	9	9	3
3750BL2004-2300	23	23	3

R 3750 BELT LINE RD SAI

LOOP CARRIER									
OFFICE RT		SUPN-900				S.0db			
FACILITY	TEMP	LGTH	D.C. RESIST	1000HZ LOSS					
Day	K.F.	FACTOR	OHMS	FAC LOSS FAC	NE	db			
24 GA	68	3.96	51.9	205.5	.23	.44	1.74		
CD LOSS							0.00		
TOTAL KE	3.96		100.0	205.5	TOTAL SUP	0.00	1.74		

LOOP ULTIMATE									
OFFICE CD		SUPN-1500				0.5db			
FACILITY	TEMP	LGTH	D.C. RESIST	1000HZ LOSS					
Day	K.F.	FACTOR	OHMS	FAC LOSS FAC	NE	db			
24 GA	68	22.57	51.9	1171.4	.23	.44	5.19		
CD LOSS							0.50		
TOTAL KE	22.57		100.0	1144.3	TOTAL SUP	0.00	5.69		

LOOP PROPOSED									
OFFICE CD		SUPN-1500				0.5db			
FACILITY	TEMP	LGTH	D.C. RESIST	1000HZ LOSS					
Day	K.F.	FACTOR	OHMS	FAC LOSS FAC	NE	db			
24 GA	68	20.00	51.9	1453.4	.23	.44	6.44		
CD LOSS							0.50		
TOTAL KE	20.00		100.0	1489.2	TOTAL SUP	0.00	6.94		

3740 REALTY RD FDI

LOOP CARRIER									
OFFICE RT		SUPN-900				S.0db			
FACILITY	TEMP	LGTH	D.C. RESIST	1000HZ LOSS					
Day	K.F.	FACTOR	OHMS	FAC LOSS FAC	NE	db			
24 GA	68	2.75	51.9	142.5	.23	.44	1.21		
CD LOSS							0.00		
TOTAL KE	2.75		100.0	142.5	TOTAL SUP	0.00	1.21		

- TERMINALS AFFECTED
 I 3959 BELT LINE RD 1 FL
 I 3800 BELT LINE RD FL 2 TERM B
 R 14944 VENTURE CT
 I 3800 BELT LINE RD FL 2 TERM A
 S 15100 MARSH LN
 S 15100 MARSH LN
 RW 3717 BELT LINE RD
 F 3701 BELT LINE RD
 I 3853 BELT LINE RD
 RW 3755 BELT LINE RD
 F 3853 BELT LINE RD
 I 3805 BELT LINE RD
 I 3701 BELT LINE RD
 I 3885 BELT LINE RD

3740 REALTY RD

- LS - FDI
 NCA-4650PR SH, DR006, SAI-4600
 In
 PG47, 1-31 B.P. 1-31
 PG47, 33-33 B.P. 32-32
 PG47, 32-32 B.P. 33-33
 PG47, 34-47 B.P. 34-47
 PG47, 35-35 B.P. 35-35
 PG47, 36-36 B.P. 36-36
 PG47, 37-37 B.P. 37-37
 FH02, 19-20 B.P. 97-98
 FH02, 33-120 B.P. 99-100
 PG47, 101-113 B.P. 101-113
 PG47, 210-218 B.P. 114-114
 PG47, 115-116 B.P. 115-116
 PG47, 130-138 B.P. 137-137
 PG47, 157-157 B.P. 158-158
 PG47, 159-171 B.P. 159-171
 PG47, 173-173 B.P. 172-172
 PG47, 172-172 B.P. 173-173
 PG47, 174-196 B.P. 174-196
 DD, 197-197 B.P. 197-197
 FH05, 18-18 B.P. 198-198
 DD, 199-200 B.P. 199-200
 PG47, 201-217 B.P. 201-217
 PG47, 114-114 B.P. 218-218
 PG47, 219-296 B.P. 219-296
 DD, 297-297 B.P. 297-297
 FH02, 110-118 B.P. 298-298
 DD, 299-300 B.P. 299-300
 PG47, 301-320 B.P. 301-320
 DD, 321-321 B.P. 322-322
 PG47, 48-48 B.P. 323-323
 PG47, 337-396 B.P. 337-396
 A, 397-400 B.P. 397-400
 PG47, 401-496 B.P. 401-496
 DD, 497-500 B.P. 497-500
 PG47, 501-596 B.P. 501-596
 DD, 597-600 B.P. 597-600
 PG47, 601-696 B.P. 601-696
 DD, 697-700 B.P. 697-700
 PG47, 701-796 B.P. 701-796
 DD, 797-800 B.P. 797-800
 FH02, 801-802 B.P. 803-803
 FH02, 117-117 B.P. 803-803
 FH02, 4-25 B.P. 804-830
 FH02, 101-116 B.P. 831-856
 FH02, 3-3 B.P. 857-857
 FH02, 110-130 B.P. 858-900
 DP09, 1301-1350 B.P. 901-930
 DD, 931-1200 B.P. 931-1200
 PG51, 630-630 B.P. 1201-1201
 PG51, 637-637 B.P. 1202-1202
 A, 390-390 B.P. 1203-1203
 FH11, 1-34 B.P. 1204-1234
 A, 110-110 B.P. 1234-1234
 DP09, 1235-2200 B.P. 1235-2200
 PG51, 51-100 B.P. 2201-2200
 DD, 1-275 B.P. 1-373
 DD, 374-425 B.P. 374-425
 3746R, 426-2330 B.P. 426-2330
 4600 PR SAI
 RZ IS CL 9



F 3750 BELTWAY RD

- LS - SAI
 NCA-3000 SH, DR006, SAI-3000
 In
 26, 1201-1707 B.P. 1-207
 26, 1728-1728 B.P. 208-208
 26, 1769-1767 B.P. 209-220
 26, 1768-1768 B.P. 221-220
 26, 1729-1730 B.P. 221-220
 DD, 231-290 B.P. 221-290
 DD, 291-291 B.P. 291-291
 DD, 292-300 B.P. 292-300
 DD, 1493-1493 B.P. 301-383
 DD, 1493-1499 B.P. 304-384
 DD, 1433-1434 B.P. 385-394
 DD, 395-395 B.P. 395-395
 DD, 1436-1490 B.P. 396-398
 DD, 1434-1434 B.P. 399-399
 DD, 1500-1500 B.P. 400-400
 PG50, 301-375 B.P. 401-475
 PG50, 676-696 B.P. 476-496
 FH02, 8-6 B.P. 497-498
 DD, 499-625 B.P. 499-625
 DP09, 901-1030 B.P. 626-723
 DP09, 1036-1036 B.P. 724-730
 PG50, 1126-1200 B.P. 731-825
 DP09, 476-325 B.P. 826-873
 DD, 876-900 B.P. 876-900
 3750BN D, 1-100 B.P. 901-1000
 FH02, 51-75 B.P. 1001-1025
 FH02, 151-163 B.P. 1026-1028
 DD, 1029-1100 B.P. 1029-1100
 3750BN D, 101-200 B.P. 1101-1200
 3750BN D, 201-400 B.P. 1201-1400
 Out:
 3750B, 1-1200 B.P. 1-1200
 3750BN L, 1-400 B.P. 1201-1600
 3000 PR SAI
 RZ IS CL 9

- TERMS AFFECTED
 I COMMERCIAL SURVEYOR PRIME CO CABINET
 F 3941 BELT LINE RD
 P 4 TR AND L SUB STATION
 I 3945 BELT LINE RD PRIME CELL SITE
 F 3941 BELT LINE RD BOX



- F 3750
 2 MICAP/SPECIAL CIRCUIT
 48 COPPER DC CONFORMANCE



R 3750 BELT LINE RD

- LS - SAI
 NCA-2700 SH, DR006, SAI-2700
 In
 20, 1601-1630 B.P. 1-30
 20, 621-675 B.P. 31-75
 PG50, 776-800 B.P. 76-100
 PG50, 976-1000 B.P. 101-125
 DD, 106-120 B.P. 126-126
 9, 804-904 B.P. 127-129
 DD, 130-130 B.P. 130-130
 9, 806-907 B.P. 131-132
 DD, 133-133 B.P. 133-133
 DD, 809-809 B.P. 134-134
 DD, 135-142 B.P. 135-142
 9, 810-818 B.P. 143-147
 DD, 144-144 B.P. 144-144
 9, 820-820 B.P. 145-145
 DD, 146-147 B.P. 146-147
 PG50, 823-824 B.P. 148-149
 DD, 150-153 B.P. 150-153
 9, 825-830 B.P. 154-158
 DD, 156-156 B.P. 156-156
 9, 832-833 B.P. 157-158
 9, 837-837 B.P. 159-159
 9, 835-835 B.P. 160-160
 DD, 161-161 B.P. 161-161
 9, 847-847 B.P. 162-162
 DD, 163-169 B.P. 163-169
 9, 845-845 B.P. 170-172
 DD, 171-171 B.P. 171-171
 9, 847-849 B.P. 172-173
 DD, 174-175 B.P. 174-175
 30, 676-676 B.P. 176-176
 30, 684-684 B.P. 177-177
 30, 686-686 B.P. 178-178
 DD, 179-200 B.P. 179-200
 PG50, 1-94 B.P. 201-296
 FH02, 18-18 B.P. 297-297
 DD, 298-300 B.P. 298-300
 PG50, 101-156 B.P. 301-396
 DD, 397-400 B.P. 397-400
 FH02, 59-59 B.P. 401-401
 DD, 402-408 B.P. 402-408
 DD, 423-426 B.P. 423-426
 DD, 429-430 B.P. 429-428
 PG50, 431-496 B.P. 431-496
 DD, 497-500 B.P. 497-500
 FH02, 159-159 B.P. 501-501
 DD, 502-508 B.P. 502-508
 FH02, 109-117 B.P. 509-517
 DD, 518-519 B.P. 518-519
 FH02, 20-24 B.P. 520-524
 DD, 525-526 B.P. 525-526
 FH02, 107-120 B.P. 527-528
 DD, 529-530 B.P. 529-530
 PG50, 701-750 B.P. 531-600
 FH02, 176-200 B.P. 601-625
 DP09, 226-250 B.P. 626-630
 DP09, 1126-1175 B.P. 631-700
 DD, 701-900 B.P. 701-900
 DD, 1-1000 B.P. 1-1800
 Out:
 3750BL, 1-1000 B.P. 1-1800
 2700 PR SAI
 RZ IS CL 9



- R 3750
 9 MICAP/SPECIAL CIRCUIT
 13 SPECIAL CKT-CUT/BUZZ
 579 COPPER DC CONFORMANCE

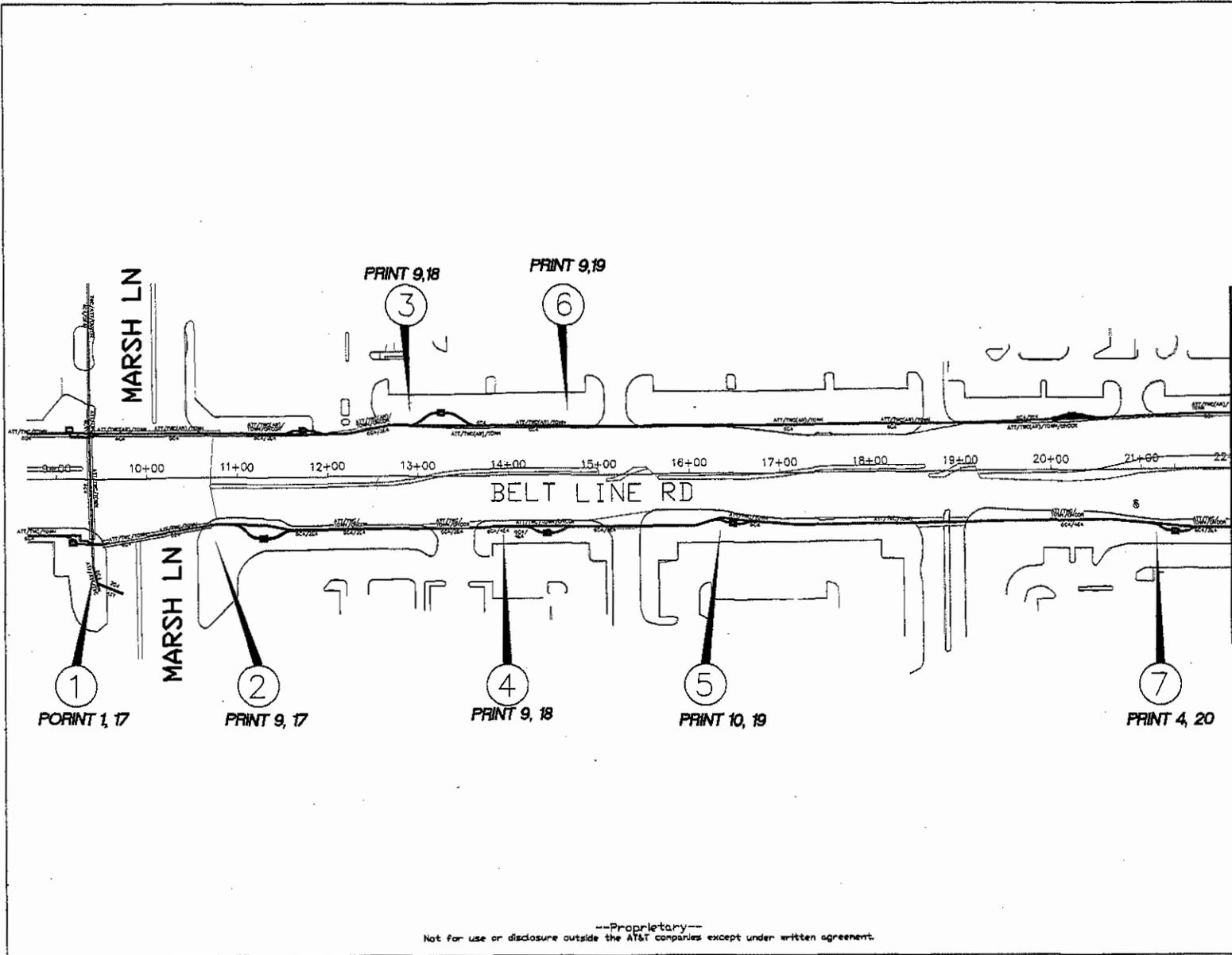
SPECIAL CIRCUITS N
 6203 FORWARDED N
 PERMIT REQUIRED N

NORTH ARROW

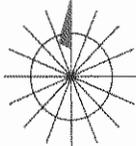
OPERATING RANGE OF JOB STEPS
 TASK 51 TO 53
 MFRC SC
 TRANSMISSION ZONE
 RZ 0 CZ 0 TAPER CODE 117206
 CAUTION HIGH VOLTAGE BURIED N
 KV 0.0 AERIAL N

UTILITY CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0
 UTILITY CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0
 UTILITY CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9478969
 TOT. PRINTS 35 PRINT NO. 14
 NPA/NNX: 972-241 PRT: 972241
 EXCH. FARMERS BRANCH
 TAX DIST. 03006
 GEO LOC. TT8241
 ENGR. CCX DRAWN BBS
 TELEPHONE NO. (972) 470-5337
 REC. REF. 697-645-45-2
 MAP REF. 13D
 SCALE NONE
 ISSUE DATE
 PROJ TITLE FB BELT LINE RD RELOCATION
 REV. NUMBER
 DATE REV.
 ENG CELL 214-215-8065

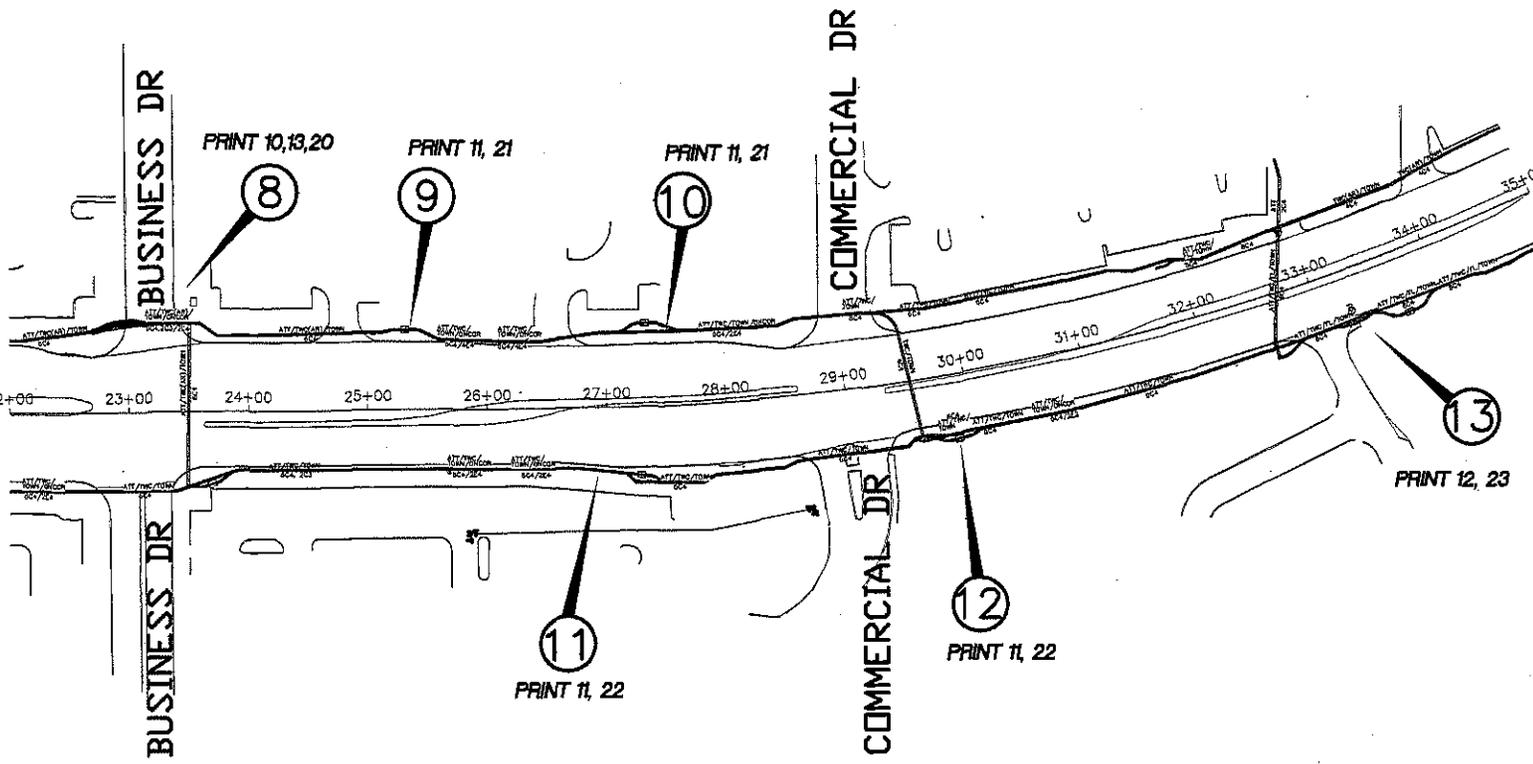


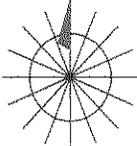
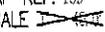
SEE PRINT #16

SPECIAL CIRCUITS	N	 NORTH ARROW
6203 FORWARDED	N	
PERMIT REQUIRED	Y	
OPERATING RANGE OF JOB STEPS		
TASK	TO	
MFRC SC		
TRANSMISSION ZONE		
RZ 15	CZ 9	TAPER CODE 117206
CAUTION HIGH VOLTAGE		
KV 7.50	AERIAL Y	BURIED Y
HIGHWAY PERMIT NO.		
Utility CO DEBC - DIXON ELECTRIC DELIVERY C		
REP NAME KEMP SPEARS		
REP TEL NO. (972) 888-1347		
POLE CONTACTS (+) 0	(-) 0	
Utility CO		
REP NAME		
REP TEL NO.		
POLE CONTACTS (+) 0	(-) 0	
Utility CO		
REP NAME		
REP TEL NO.		
POLE CONTACTS (+) 0	(-) 0	
PROJECT NO 9478969		
TOT. PRINTS 35	PRINT NO. 15	
NPA/NNX: 972-241	PRT: 972241	
EXCH. FARMERS BRANCH		
TAX DIST. D8006		
GEO LOC. TT8241		
ENGR. CCX	DRAWN BBS	
TELEPHONE NO. (972) 470-5337		
REC. REF. 697-645-45-2		
MAP REF. 13D		
SCALE 		
ISSUE DATE		
PROJ TITLE FB BELT LINE RD RELOCATION		
REV. NUMBER		
DATE REV.		
ENG CELL 214-215-8065		

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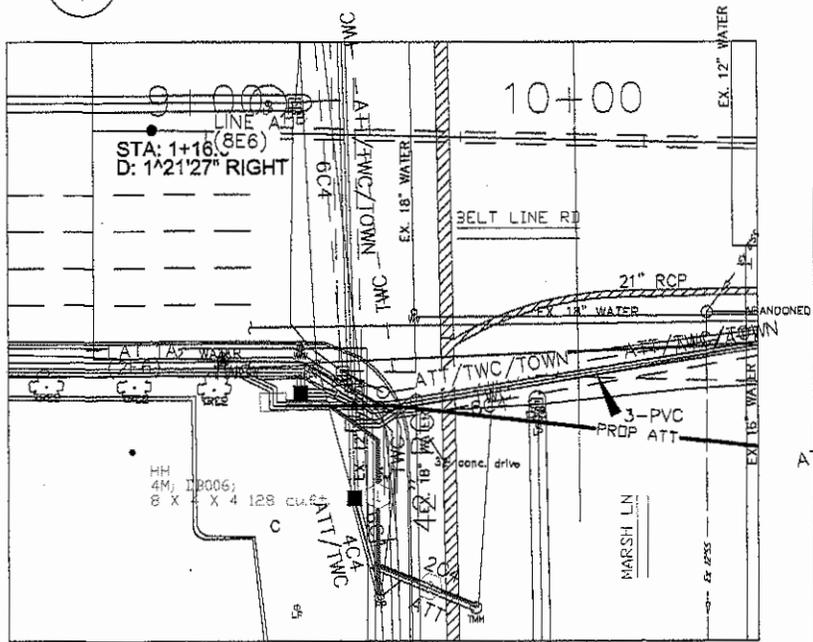
SEE PRINT #15



SPECIAL CIRCUITS	N	 NORTH ARROW
6203 FORWARDED	N	
PERMIT REQUIRED	Y	
OPERATING RANGE OF JOB STEPS		
TASK	_____	TO _____
MFCR 50		
TRANSMISSION ZONE	RZ 15	CZ 9 TAPER CODE 117206
CAUTION HIGH VOLTAGE	KV 7.50	AERIAL BURIED Y
HIGHWAY PERMIT NO.		
UTILITY CO	BEMC - BENDOR ELECTRIC DELIVERY C	
REP NAME	KEMP SPEARS	
REP TEL NO.	(972) 808-1347	
POLE CONTACTS	(+) 0	(-) 0
UTILITY CO	BEMC - BENDOR ELECTRIC DELIVERY C	
REP NAME	KEMP SPEARS	
REP TEL NO.	(972) 808-1347	
POLE CONTACTS	(+) 0	(-) 0
UTILITY CO	BEMC - BENDOR ELECTRIC DELIVERY C	
REP NAME	KEMP SPEARS	
REP TEL NO.	(972) 808-1347	
POLE CONTACTS	(+) 0	(-) 0
PROJECT NO 9478969		
TOT. PRINTS	35	PRINT NO. 16
NPA/NNX:	972-241	PRT: 972241
EXCH. FARMERS BRANCH		
TAX DIST. D8006		
GEO LOC. T18241		
ENGR.	CCX	DRAWN BBS
TELEPHONE NO. (972) 470-5337		
REC. REF. 697-645-45-2		
MAP REF. 130		
SCALE 		
ISSUE DATE		
PROJ TITLE FB BELTLINE RD RELOCATION		
REV. NUMBER		
DATE REV.		
ENG CELL 214-215-8065		

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1

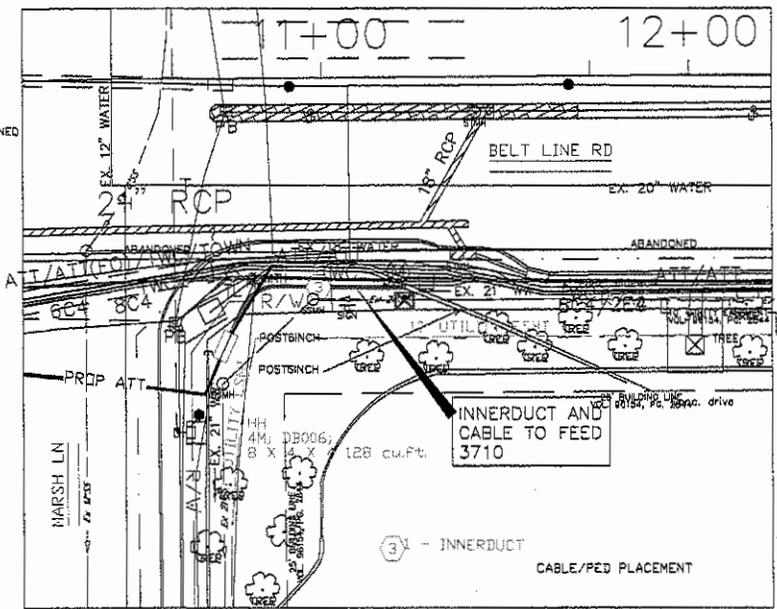


① - PVC-C-4"

② - PVC-C-4"

STRUCTURE PLACED BY CITY OF ADDISON

2



INNERDUCT AND CABLE TO FEED 3710

③ - INNERDUCT CABLE/PED PLACEMENT

SPECIAL CIRCUITS N
 6203 FORWARDED N
 PERMIT REQUIRED Y



OPERATING RANGE OF JOB STEPS	
TASK _____	TO _____
MFRC 8450	
RZ 15	TRANSMISSION ZONE CZ 9 TAPER CODE 117206
CAUTION HIGH VOLTAGE	
KV 7.50	AERIAL Y BURIED Y
HIGHWAY PERMIT NO.	
Utility CO: IEDC - INDIAN ELECTRIC DELIVERY C REP NAME: KEMP SPEARS REP TEL NO. (972) 888-1347 POLE CONTACTS (+) 0 (-) 0	
Utility CO: REP NAME: REP TEL NO. POLE CONTACTS (+) 0 (-) 0	
Utility CO: REP NAME: REP TEL NO. POLE CONTACTS (+) 0 (-) 0	
PROJECT NO 9478969	
TOT. PRINTS 35	PRINT NO. 17
NPA/NNX: 972-241	PRT: 972241
EXCH. FARMERS BRANCH	
TAX DIST. 08006	
GEO LOC. T8241	
ENGR. CCX	DRAWN BBS
TELEPHONE NO. (972) 470-5337	
REC. REF. 697-645-45-2	
MAP REF. 13D	
SCALE 1" = 40.0'	
ISSUE DATE	
PROJ TITLE FB BELT LINE RD RELOCATION	
REV. NUMBER	
DATE REV.	
ENG CELL 214-215-8065	

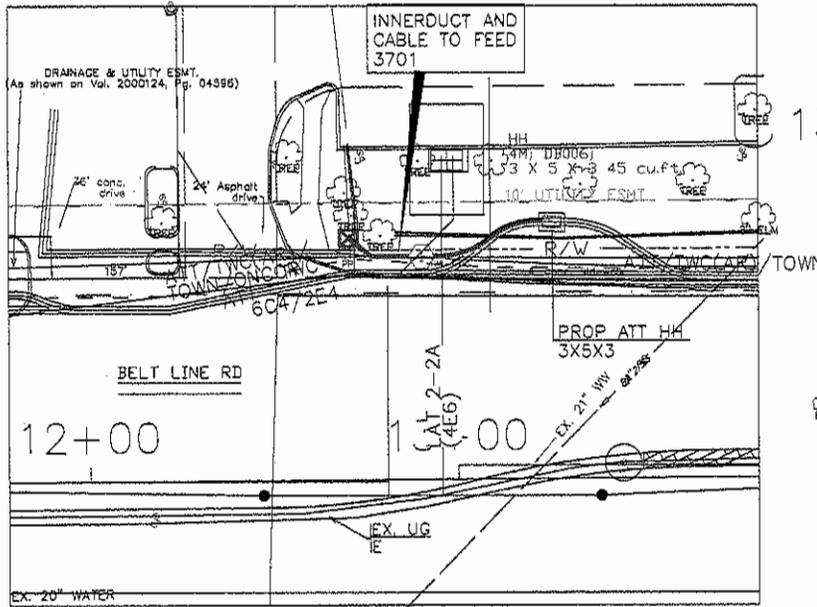
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NOT TO SCALE

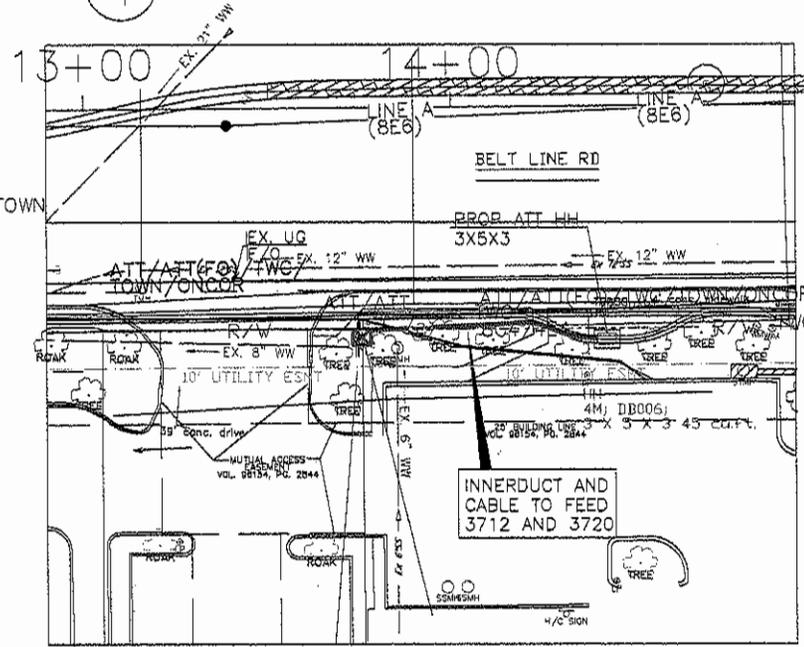
① - INNERDUCT

PLACE CABLE/PED

3



4



② - INNERDUCT

PLACE CABLE/PED

SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED Y



OPERATING RANGE OF JOB STEPS

TASK _____ TO _____

MFRC 045C

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 117206

CAUTION HIGH VOLTAGE
KV 7.50 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.

UTILITY CO DEBC - DUNCAN ELECTRIC DELIVERY C
REP NAME MEMP SPEARS
REP TEL NO. (972) 886-1347
POLE CONTACTS (+) 0 (-) 0

UTILITY CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

UTILITY CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9478969

TOT. PRINTS 35 PRINT NO. 18
NPA/NNX: 972-241 PRT-972241

EXCH. FARMERS BRANCH

TAX DIST. 08006

GEO LOC. T18241

ENGR. CCX

DRAWN BBS

TELEPHONE NO. (972) 470-5337

REC. REF. 697-645-45-2

MAP REF. 130

SCALE 1" = 40.0'

ISSUE DATE

PROJ TITLE FB BELTLINE RD RELOCATION

REV. NUMBER

DATE REV.

NOT TO SCALE

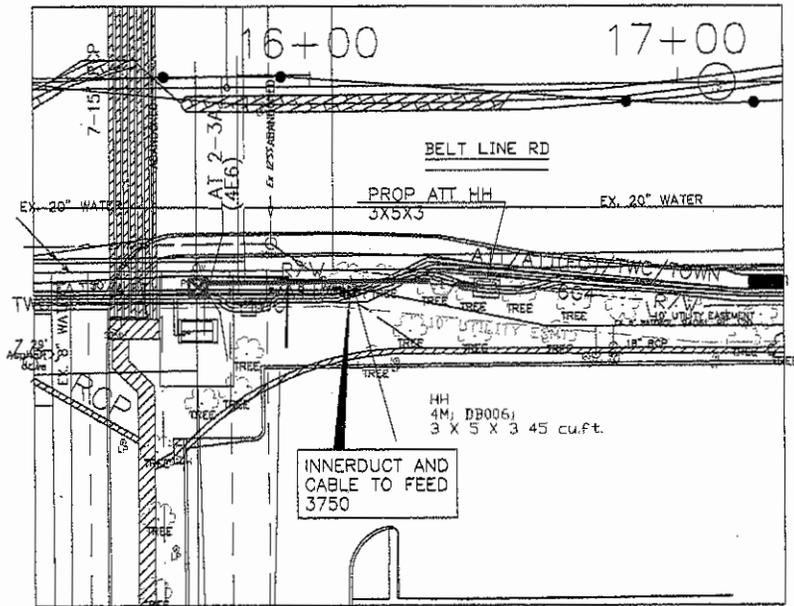
EMG CELL 214-215-8065

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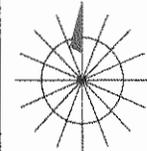
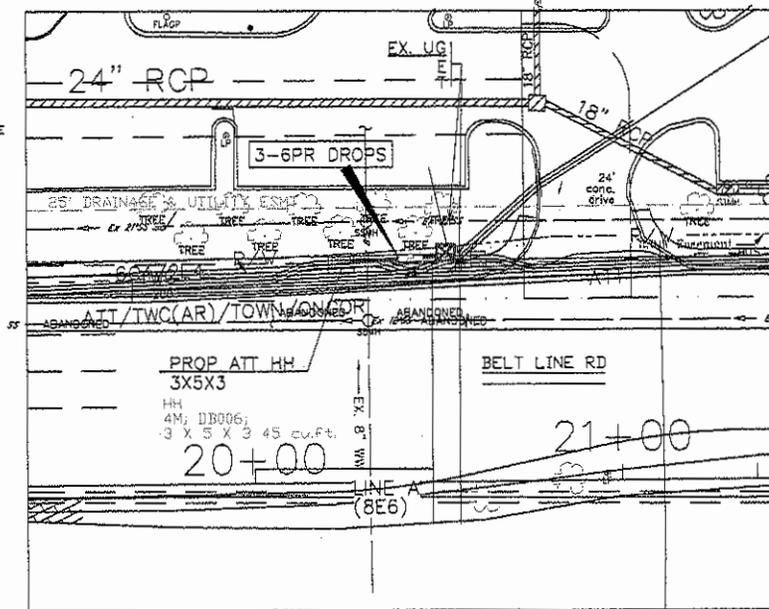
① - INNERDUCT PLACE CABLE/PED

5



② - INNERDUCT PLACE CABLE/PED

6



NORTH ARROW

SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED Y

OPERATING RANGE OF JOB STEPS

TASK _____ TO _____

MFRC 845C

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 117206

CAUTION HIGH VOLTAGE
KV 7.50 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.

Utility CO DEIC - ENDR ELECTRIC DELIVERY C
REP NAME KEMP SPEARS
REP TEL NO. (972) 886-1347
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9478969

TOT. PRINTS 35 PRINT NO. 19
NPA/NNX: 972-241 PRT: 972241

EXCH. FARMERS BRANCH

TAX DIST. DB006

GEO LOC. TT8241

ENGR. CCX

DRAWN BOS

TELEPHONE NO. (972) 470-5337

REC. REF. 697-645-45-2

MAP REF. 130

SCALE 1" = 40.0'

ISSUE DATE

PROJ TITLE FB BELTLINE RD RELOCATION
REV. NUMBER

DATE REV.

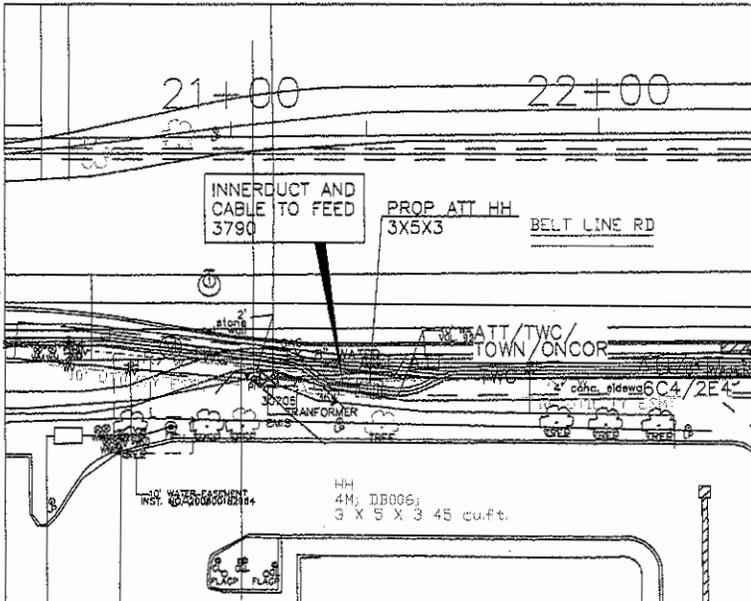
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NOT TO SCALE

7

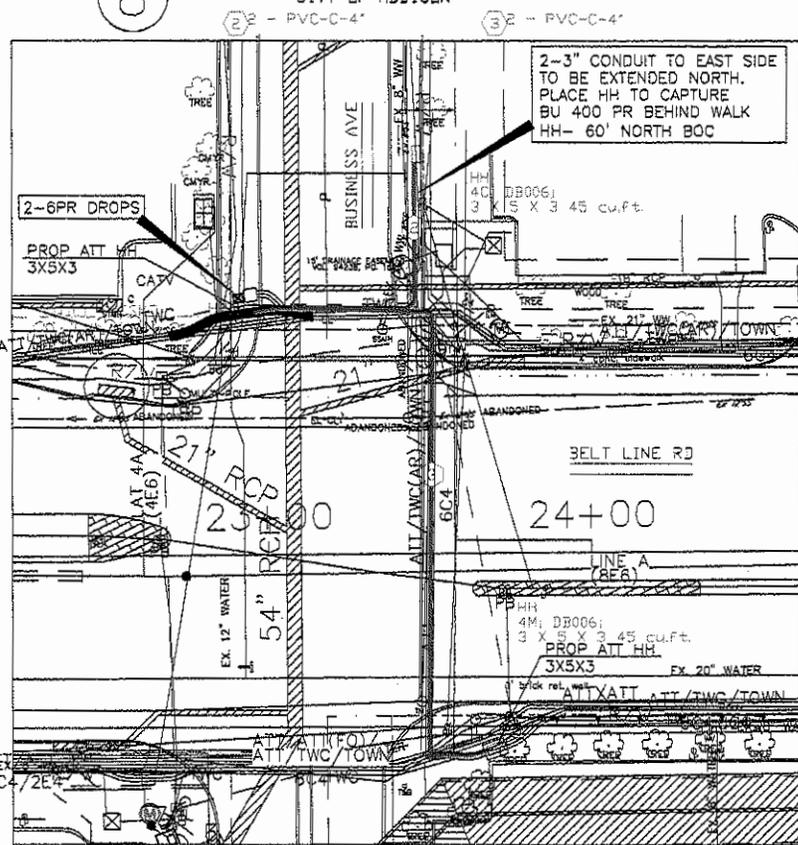


1 - INNERDUCT

PLACE CABLE/PED

8

STRUCTURE PLACED BY CITY OF ADDISON



NOT TO SCALE

TEXAS ONE CALL
 CALL BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT
 48 HOURS NOTICE REQUIRED.
 CALL: 1-800-344-8377
 or CALL: 811

SPECIAL CIRCUITS N
 6203 FORWARDED N
 PERMIT REQUIRED Y
 NORTH ARROW

OPERATING RANGE OF JOB STEPS
 TASK _____ TO _____
 MFRC DESC _____

TRANSMISSION ZONE
 RZ 15 CZ 9 TAPER CODE L17206

CAUTION HIGH VOLTAGE
 KV 7.50 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.

Utility CO BDEC - DISTR ELECTRIC DELIVERY C
 REP NAME KEMP SPEARS
 REP TEL NO. (972) 888-1347
 POLE CONTACTS (+) 0 (-) 9

Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

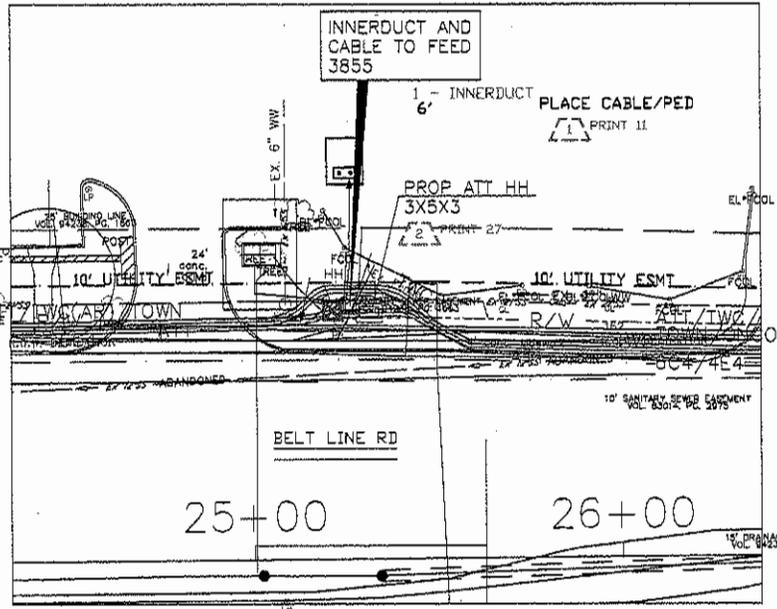
PROJECT NO 9478969

TOT.PRINTS 35 PRINT NO. 20
 NPA/NNX: 972-241 PRT:972241
 EXCH. FARMERS BRANCH
 TAX DIST. DB006
 GEO LOC. T18241
 ENGR. CCX DRAWN BBS
 TELEPHONE NO. (972) 470-5337
 REC. REF. 697-645-45-2
 MAP REF. 130
 SCALE 1" = 40.0'
 ISSUE DATE
 PROJ TITLE FB BELTLINE RD RELOCATION
 REV. NUMBER
 DATE REV.

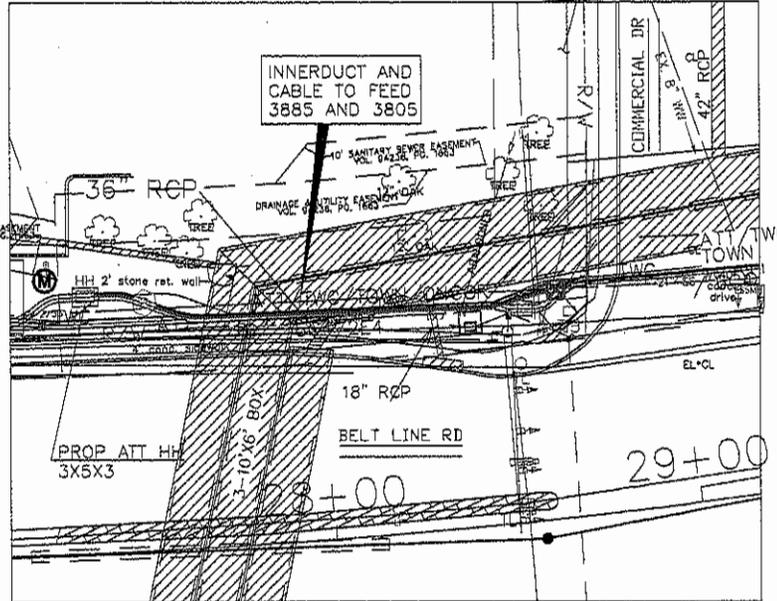
ENG CELL 214-215-8065

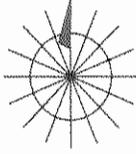
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9



10



SPECIAL CIRCUITS	N	 <p>NORTH ARROW</p>
6203 FORWARDED	N	
PERMIT REQUIRED	Y	
OPERATING RANGE OF JOB STEPS		
TASK	TO	
MFRC 045C		
TRANSMISSION ZONE		
RZ 13	CZ 9	TAPER CODE 117206
CAUTION HIGH VOLTAGE		
KV 7.50	AERIAL ?	BURIED Y
HIGHWAY PERMIT NO.		
UTILITY CO DEBC - DINCOR ELECTRIC DELIVERY C		
REP NAME KEMP SPEARS		
REP TEL NO. (972) 888-1347		
POLE CONTACTS (+) 0 (-) 0		
UTILITY CO		
REP NAME		
REP TEL NO.		
POLE CONTACTS (+) 0 (-) 0		
UTILITY CO		
REP NAME		
REP TEL NO.		
POLE CONTACTS (+) 0 (-) 0		
PROJECT NO 9478969		
TOT. PRINTS 35	PRINT NO. 21	
NPA/NNX: 972-241	PRT: 972241	
EXCH. FARMERS BRANCH		
TAX DIST. 10006		
GEO LOC. TT8241		
ENGR. CCX	DRAWN BBS	
TELEPHONE NO. (972) 470-5337		
REC. REF. 697-645-45-2		
MAP REF. 13D		
SCALE 1" = 40.0'		
ISSUE DATE		
PROJ TITLE FB BELTLINE RD RELOCATION		
REV. NUMBER		
DATE REV.		
ENG CELL 214-215-8065		

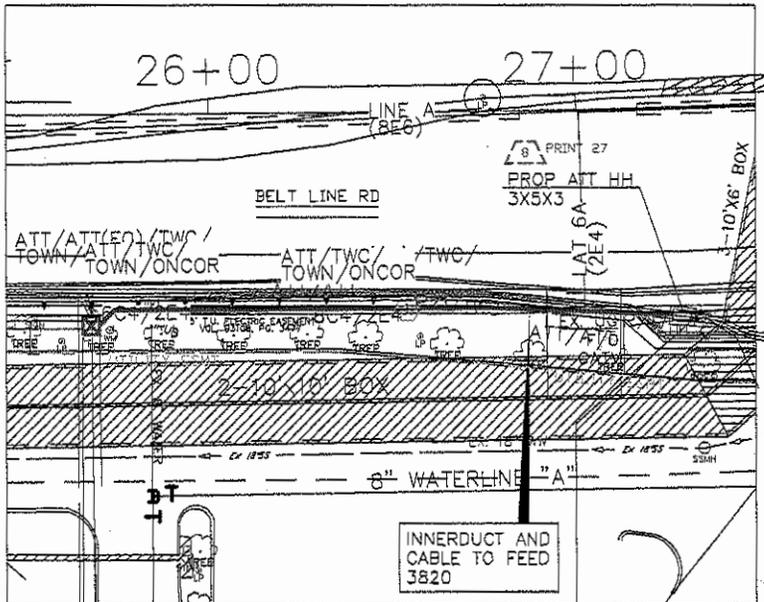
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11

① - INNERDUCT 162'

PLACE CABLE & PED

PRINT 11



INNERDUCT AND CABLE TO FEED 3820

12

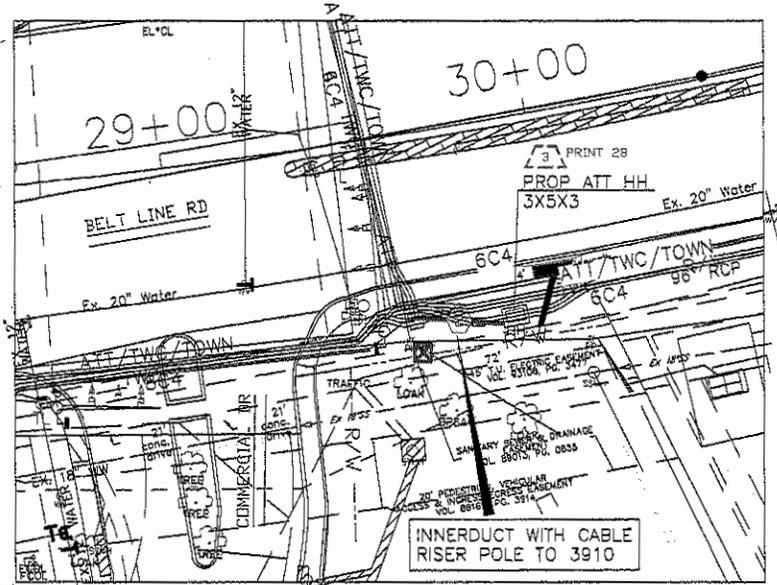
② - INNERDUCT 30'

PLACE CABLE & PED

PRINT 11

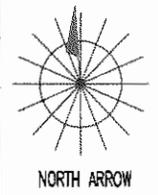
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INNERDUCT WITH CABLE RISER POLE TO 3910

SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED N



OPERATING RANGE OF JOB STEPS

TASK _____ TO _____

MFRC 045C

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 117206

CAUTION HIGH VOLTAGE
KV 7.50 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.

Utility CO BEBC - ONCOR ELECTRIC DELIVERY C
REP NAME KEMP SPICARS
REP TEL NO. (972) 088-1347
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9470969

TOT.PRINTS 35 PRINT NO.22
NPA/NNX: 972-241 PRT:972241
EXCH. FARMERS BRANCH
TAX DIST. 88006
GEO LOC. T18241
ENGR. CCX DRAWN BBS
TELEPHONE NO. (972) 470-5337
REC. REF. 697-645-45-2
MAP REF. 130
SCALE 1" = 40.0'
ISSUE DATE
PROJ TITLE FB BELTLINE RD RELOCATION
REV. NUMBER
DATE REV.
ENG CELL 214-215-8065

13

② - PVC-C-4"

STRUCTURE PLACED BY CITY OF ADDISON PRINT 12

SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED N



OPERATING RANGE OF JOB STEPS

TASK _____ TO _____

MFR C BISC

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 112206

CAUTION HIGH VOLTAGE
KV 7.50 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.

Utility CO BEIC - ENGR ELECTRIC DELIVERY C
REP NAME KEMP SPEARS
REP TEL NO. (972) 889-1347
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9478969

TOT. PRINTS 35 PRINT NO. 23
NPA/NNX: 972-241 PRT: 972241

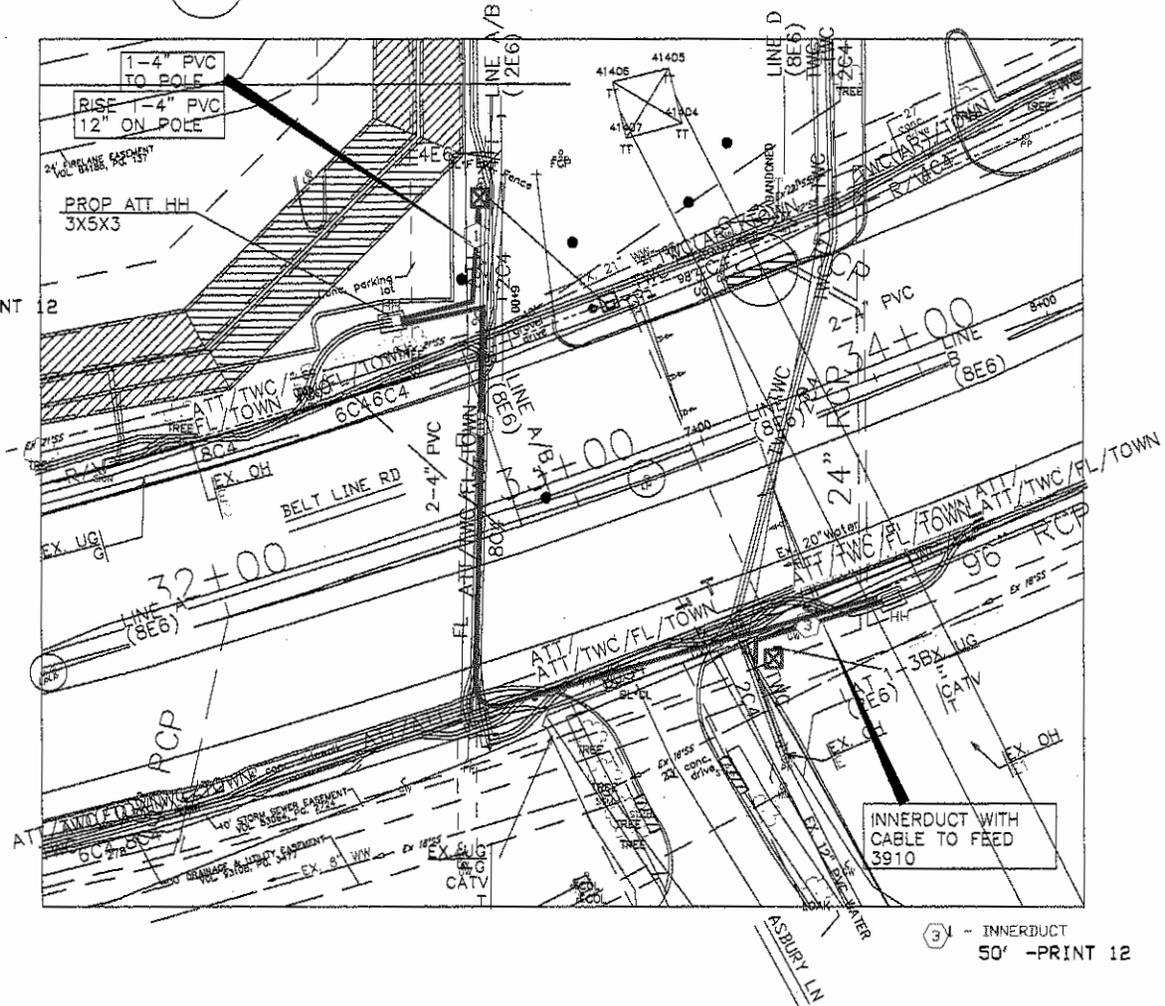
EXCH. FARMERS BRANCH
TAX DIST. 08006
GEO LOC. T78241
ENGR. CCX DRAWN JBS
TELEPHONE NO. (972) 470-5337

REC. REF. 697-645-45-2
MAP REF. 13D
SCALE 1" = 40.0'
ISSUE DATE
PROJ TITLE FB BELTLINE RD RELOCATION
REV. NUMBER
DATE REV.

ENG CELL 214-215-8065

① - PVC-C-4"

STRUCTURE PLACED BY CITY OF ADDISON PRINT 12



③ - INNERDUCT
50' - PRINT 12

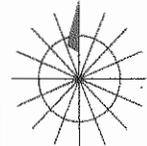
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LOCATE ALL UTILITIES
BEFORE PLACING



TEXAS ONE CALL
CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
CALL: 1-800-344-8377
OR CALL 811

SPECIAL CIRCUITS N
6203 N
FORWARDED N
PERMIT REQUIRED N



NORTH ARROW

OPERATING RANGE OF JOB STEPS

TASK _____ TO _____

MFRC 4C

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 117206

CAUTION HIGH VOLTAGE
KV 7.50 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.

Utility CO DEBC - DIXIE ELECTRIC DELIVERY C
REP NAME KEMP SPEARS
REP TEL NO. (972) 888-1347
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9478969

TOT. PRINTS 35 PRINT NO. 24
NPA/NNX: 972-241 PRT: 972241

EXCH. FARMERS BRANCH

TAX DIST. 08006

GEO LOC. T18241

ENGR. CCX DRAWN BBS

TELEPHONE NO. (972) 470-5337

REC. REF. 697-645-45-2

MAP REF. 130

SCALE 1" = 40.0'

ISSUE DATE

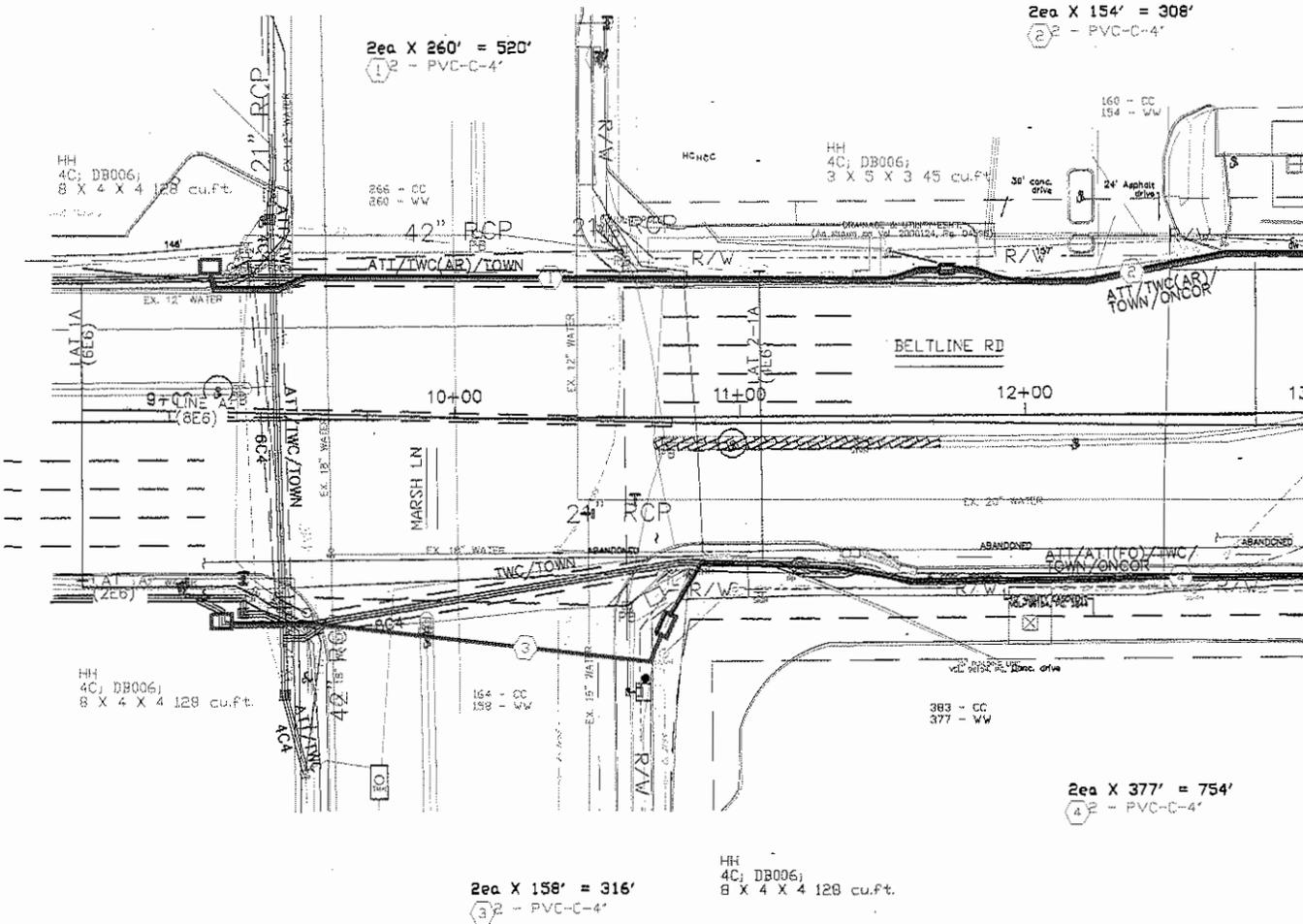
PROJ TITLE FB BELTLINE RD RELOCATION

REV. NUMBER

DATE REV.

ENG CELL 214-215-8065

SEE PRINT #25



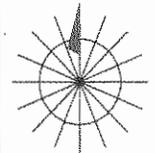
--Proprietary--
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LOCATE ALL UTILITIES
BEFORE PLACING



TEXAS ONE CALL
CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
CALL 1-800-344-8377
OR CALL 811

SPECIAL
CIRCUITS N
6203 FORWARDED N
PERMIT
REQUIRED N



NORTH ARROW

① 2 - PVC-C-4"

2ea X 697' = 1394'

② 2 - PVC-C-4"

HH
4C; DB006;
3 X 5 X 3 45 cu.ft.

Conc. parking

703 - CC
697 - WV

BELTLINE RD

SEE PRINT #24

SEE PRINT #26

14+00

15+00

16+00

17+00

ATT/ATT(FO)/TWC/
TOWN/ONCOR

ATT/ATT(FO)/TWC/
TOWN

③ PRINT 24

③ 2 - PVC-C-4"

HH
4C; DB006;
3 X 5 X 3 45 cu.ft.

2ea X 204' = 408'

④ 2 - PVC-C-4"

810 - CC
804 - WV

HH
4C; DB006;
3 X 5 X 3 45 cu.ft.

2ea X 487' = 974'

⑤ 2 - PVC-C-4"

493 - CC
497 - WV

OPERATING RANGE OF JOB STEPS

TASK _____ TO _____

MFCR 4C

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 117206

CAUTION HIGH VOLTAGE
KV 7.50 AERIAL BURIED

HIGHWAY PERMIT NO.

Utility CO: BEIC - BROWNS ELECTRIC DELIVERY CO.
REP NAME: WEMP SPEARS
REP TEL NO. (972) 888-1347
POLE CONTACTS (+) 0 (-) 0

Utility CO:
REP NAME:
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO:
REP NAME:
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9478969

TOT. PRINTS 35 PRINT NO. 25
NPA/NNX: 972-241 PRT: 972241

EXCH. FARMERS BRANCH

TAX DIST. DB006

GEO LOC. TT8241

ENGR. ECK DRAWN BBS

TELEPHONE NO. (972) 470-5337

REC. REF. 697-645-45-2

MAP REF. 130

SCALE 1" = 40.0'

ISSUE DATE

PROJ TITLE FB BELTLINE RD RELOCATION

REV. NUMBER

DATE REV.

ENG CELL 214-215-8065

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LOCATE ALL UTILITIES
BEFORE PLACING

TEXAS ONE CALL
CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
CALL: 1-800-344-8377
OR CALL: 811

SPECIAL
CIRCUITS N
6203 N
FORWARDED N
PERMIT
REQUIRED N

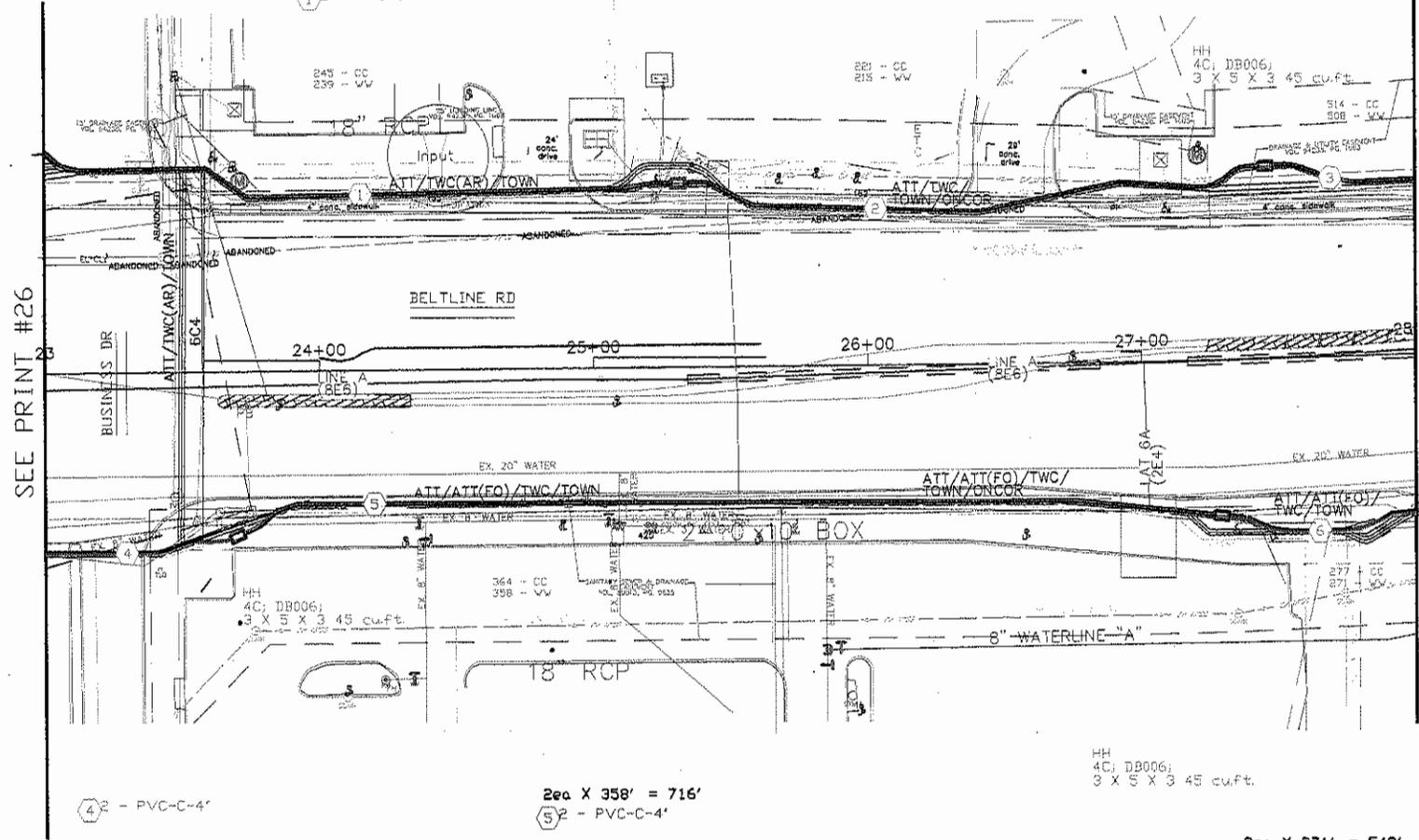


2ea X 239' = 478'
①² - PVC-C-4"

HH
4C; DB006;
3 X 5 X 3 45 cu.ft.

2ea X 215' = 430'
②² - PVC-C-4"

2ea X 508' = 1016'
③² - PVC-C-4"



SEE PRINT #26

SEE PRINT #28

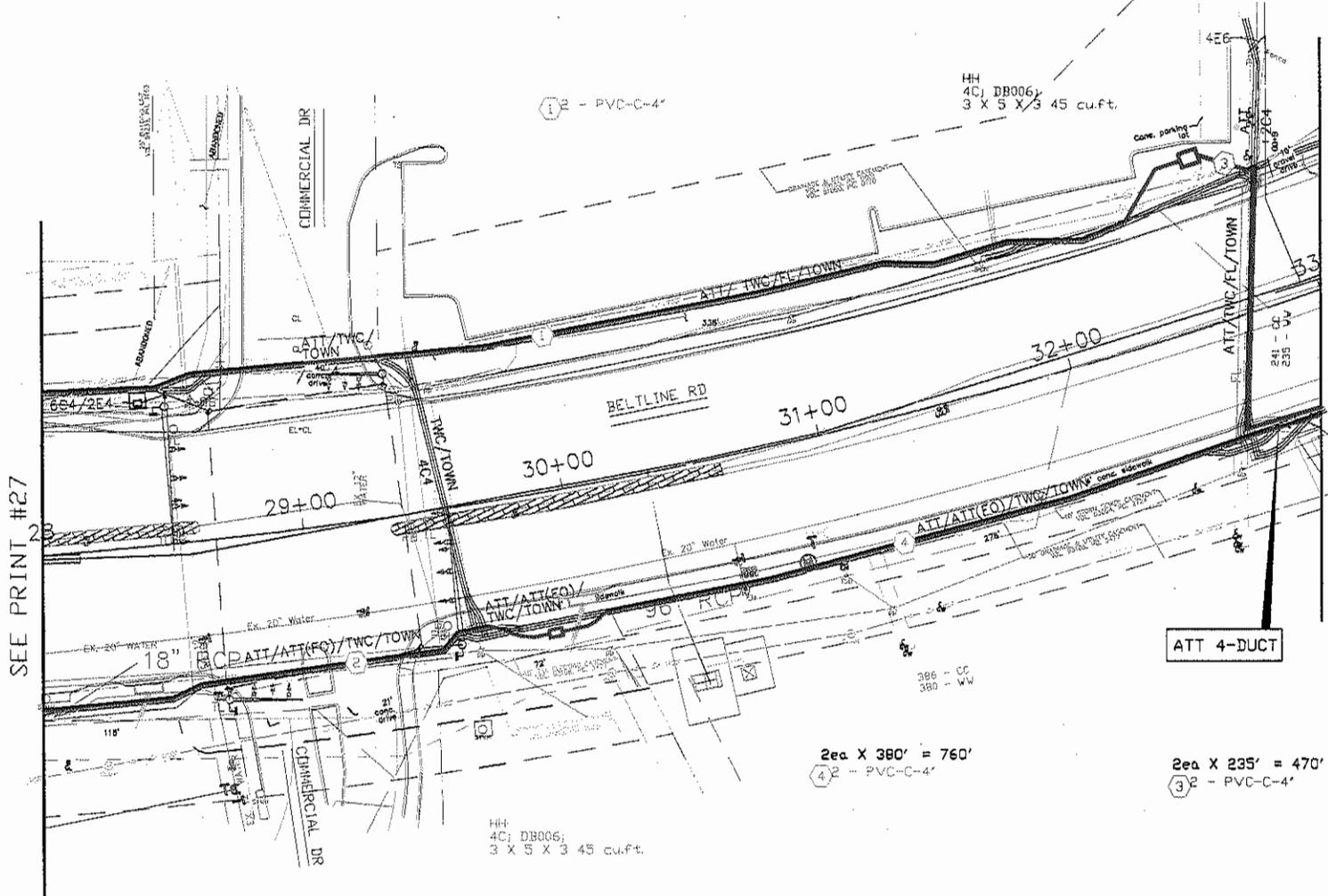
OPERATING RANGE OF JOB STEPS	
TASK _____	TO _____
MFRC 4C	
TRANSMISSION ZONE	
RZ 15	CZ 9 TAPER CODE L17206
CAUTION HIGH VOLTAGE	
KV 7.50	AERIAL Y BURIED Y
HIGHWAY PERMIT NO.	
UTILITY CO OEDC - ONCOR ELECTRIC DELIVERY C	
REP NAME KEMP SPEARS	
REP TEL NO. (972) 889-1347	
POLE CONTACTS (+) 0	(-) 0
UTILITY CO	
REP NAME	
REP TEL NO.	
POLE CONTACTS (+) 0	(-) 0
UTILITY CO	
REP NAME	
REP TEL NO.	
POLE CONTACTS (+) 0	(-) 0
PROJECT NO 9478969	
TOT. PRINTS 35	PRINT NO. 27
NPA/NNX: 972-241	PRT: 972241
EXCH. FARMERS BRANCH	
TAX DIST. DB006	
GEO LOC. TT8241	
ENGR. CCX	DRAWN BDS
TELEPHONE NO. (972) 470-5337	
REC. REF. 697-645-45-2	
MAP REF. 130	
SCALE 1" = 40.0'	
ISSUE DATE	
PROJ TITLE FB BELTLINE RD RELOCATION	
REV. NUMBER	
DATE REV.	
ENG CELL 214-215-8065	

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LOCATE ALL UTILITIES
BEFORE PLACING

TEXAS ONE CALL
CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
CALL 1-800-344-8377
OR CALL 811

SPECIAL
CIRCUITS N
6203
FORWARDED N
PERMIT
REQUIRED N



SEE PRINT #29

SEE PRINT #27

OPERATING RANGE OF JOB STEPS
TASK _____ TO _____
MFRC #C

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 117206

CAUTION HIGH VOLTAGE
KV 7.50 AERIAL 1 BURIED 1

HIGHWAY PERMIT NO.

UTILITY CO BEBE - ONCOR ELECTRIC DELIVERY C
REP NAME KEPP SPEARS
REP TEL NO. (972) 888-1347
POLE CONTACTS (+) 0 (-) 0

UTILITY CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

UTILITY CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9478969

TOT. PRINTS 35 PRINT NO. 28
NPA/NNX: 972-241 PRT: 972241
EXCH. FARMERS BRANCH
TAX DIST. DB006
GEO LOC. TT8241
ENGR. GCX DRAWN BBS
TELEPHONE NO. (972) 470-5337
REC. REF. 697-645-45-2
MAP REF. 130
SCALE 1" = 40.0'
ISSUE DATE
PROJ TITLE FB BELTLINE RD RELOCATION
REV. NUMBER
DATE REV.
ENG CELL 214-215-8065

① - PVC-C-4"

HH
4C; DB006;
3 X 5 X 3 45 cu.ft.

30+00

31+00

32+00

ATT 4-DUCT

2ea X 380' = 760'
④ - PVC-C-4"

2ea X 235' = 470'
③ - PVC-C-4"

HH
4C; DB006;
3 X 5 X 3 45 cu.ft.

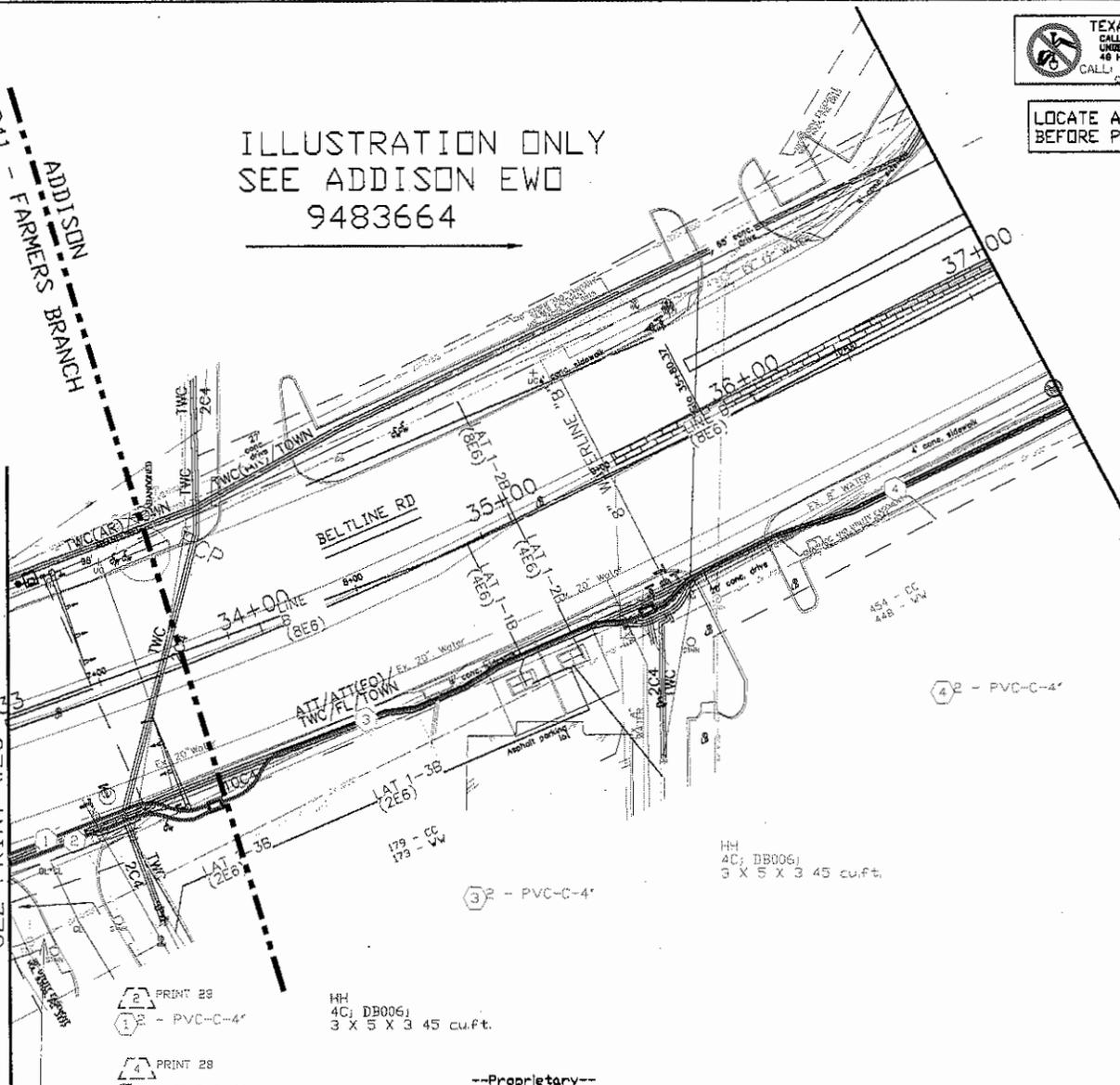
② - PVC-C-4"

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972241 - ADDISON
FARMERS BRANCH

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SEE ADDISON EWO
9483664

SEE PRINT #28



TEXAS ONE CALL
CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
CALL 1-800-244-9377
OR CALL 811

LOCATE ALL UTILITIES
BEFORE PLACING

SPECIAL
CIRCUITS N
6203 N
FORWARDED N
PERMIT
REQUIRED N



OPERATING RANGE OF JOB STEPS	
TASK _____	TO _____
MFRC 4C	
TRANSMISSION ZONE RZ 15 CZ 9 TAPER CODE 117206	
CAUTION HIGH VOLTAGE KV 7.50 AERIAL Y BURIED Y	
HIGHWAY PERMIT NO.	
Utility CO. DEIC - DIXIE ELECTRIC DELIVERY C REP NAME KEMP SPEARS REP TEL NO. (972) 889-1347 POLE CONTACTS (+) 0 (-) 0	
Utility CO. REP NAME REP TEL NO. POLE CONTACTS (+) 0 (-) 0	
Utility CO. REP NAME REP TEL NO. POLE CONTACTS (+) 0 (-) 0	
PROJECT NO 9478969	
TOT. PRINTS 35	PRINT NO. 29
NPA/NNX: 972-241	PRT: 972241
EXCH. FARMERS BRANCH	
TAX DIST. DB006	
GEO LOC. TT8241	
ENGR. CCX	DRAWN BBS
TELEPHONE NO. (972) 470-5337	
REC. REF. 697-645-45-2	
MAP REF. 130	
SCALE 1" = 40.0'	
ISSUE DATE	
PROJ. TITLE FB BELPLINE RD RELOCATION	
REV. NUMBER	
DATE REV.	
ENG CELL 214-215-8065	

2 PRINT 28
1 - PVC-C-4'
4 PRINT 28
2 - PVC-C-4'

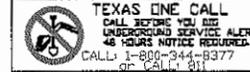
HH
4C; DB006J
3 X 5 X 3 45 cu.ft.

HH
4C; DB006J
3 X 5 X 3 45 cu.ft.

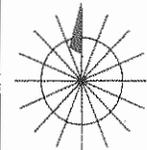
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LOCATE ALL UTILITIES
BEFORE PLACING



SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED N



NORTH ARROW

OPERATING RANGE OF JOB STEPS
TASK _____ TO _____
MFRC #C

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 117206

CAUTION HIGH VOLTAGE
KV 7.50 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.

Utility CO (DEC) - ONCOR ELECTRIC DELIVERY C
REP NAME KEOP SPEARS
REP TEL NO. (972) 809-1347
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9478969

TOT. PRINTS 35 PRINT NO. 30
NPA/NNX: 972-241 PRT: 972241

EXCH. FARMERS BRANCH

TAX DIST. D8006

GEO LOC. T78241

ENGR. CCX DRAWN BJS

TELEPHONE NO. (972) 470-5337

REC. REF. 597-645-45-2

MAP REF. 13B

SCALE 1" = 40.0'

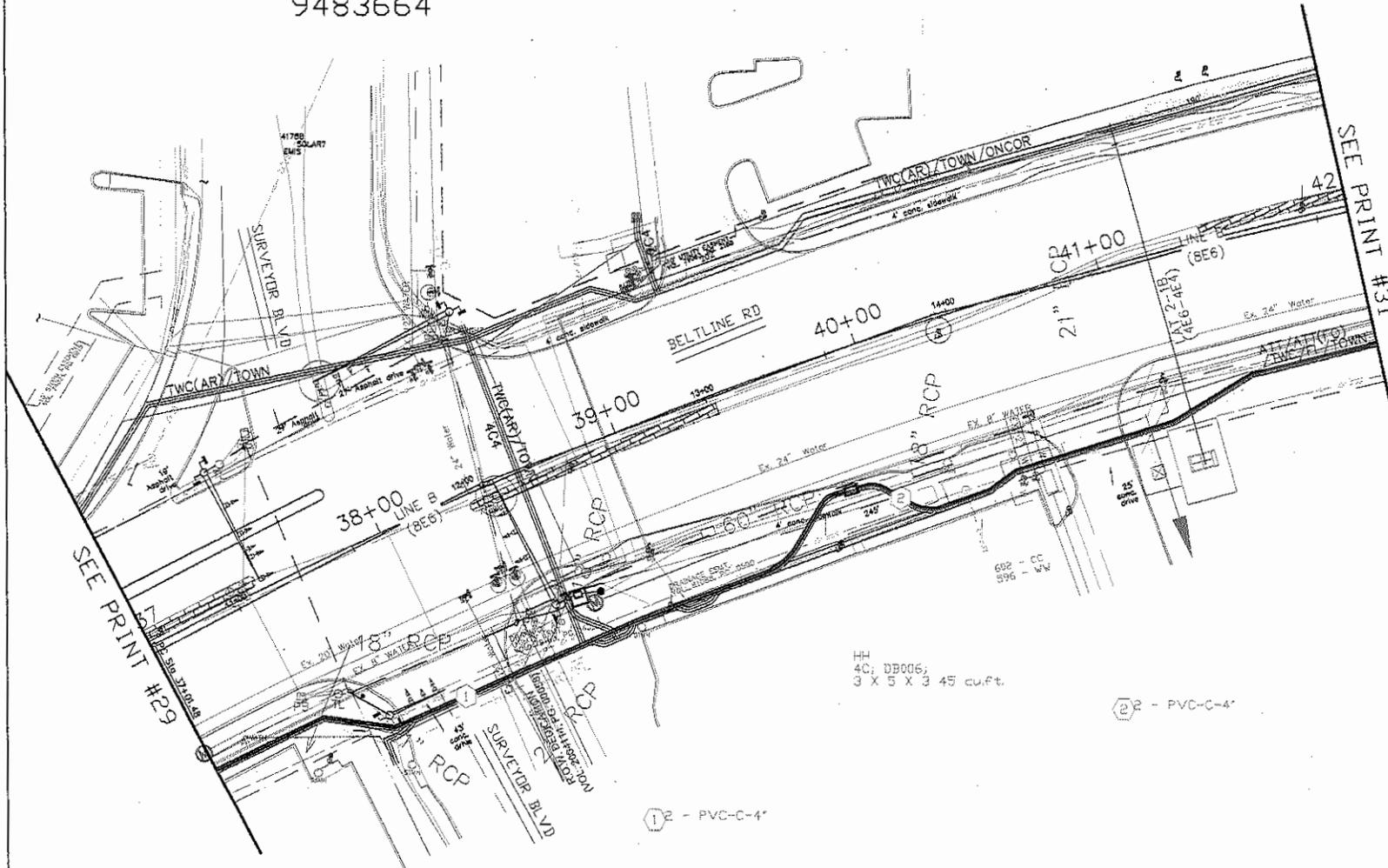
ISSUE DATE

PROJ. TITLE FB BELTLINE RD RELOCATION

REV. NUMBER

DATE REV.

ENG CELL 214-215-8065



HH
4C; DB006;
3 X 5 X 3 45 cu.ft.

① - PVC-C-4"

② - PVC-C-4"

SEE PRINT #29

SEE PRINT #31

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LOCATE ALL UTILITIES
BEFORE PLACING

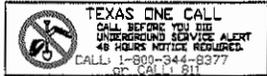
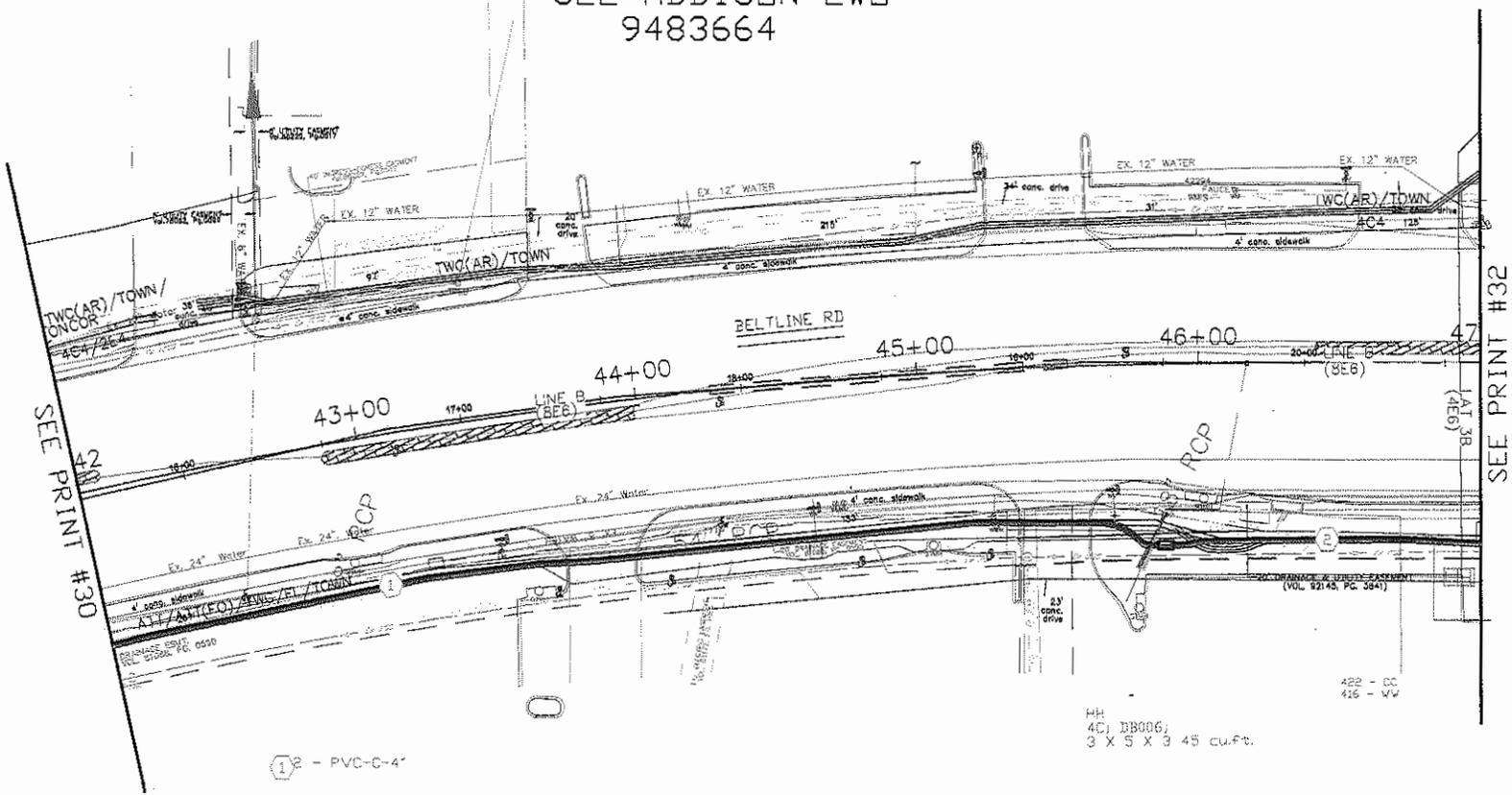


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9483664

SPECIAL
CIRCUITS N
6203
FORWARDED N
PERMIT
REQUIRED N



SEE PRINT #32

SEE PRINT #30

OPERATING RANGE OF JOB STEPS	
TASK _____	TO _____
MFR# _____	
TRANSMISSION ZONE	
RZ 15	CZ 9 TAPER CODE 117206
CAUTION HIGH VOLTAGE	
KV 7.50	AERIAL Y BURIED Y
HIGHWAY PERMIT NO.	
UTILITY CO. BEEC - BEACON ELECTRIC DELIVERY CO.	
REP. NAME KEMP SPEARBS	
REP. TEL. NO. (972) 888-1347	
POLE CONTACTS (+) 0	(-) 0
UTILITY CO.	
REP. NAME	
REP. TEL. NO.	
POLE CONTACTS (+) 0	(-) 0
UTILITY CO.	
REP. NAME	
REP. TEL. NO.	
POLE CONTACTS (+) 0	(-) 0
PROJECT NO 9478969	
TOT. PRINTS 35	PRINT NO. 31
NPA/NNX: 972-241	PRT: 972241
EXCH. FARMERS BRANCH	
TAX DIST. 88006	
GEO. LOC. TT8241	
ENGR. CCK	DRAWN BBS
TELEPHONE NO. (972) 470-5337	
REC. REF. 697-645-45-2	
MAP REF. 13D	
SCALE 1" = 40.0'	
ISSUE DATE	
PROJ. TITLE FB BELTLINE RD RELOCATION	
REV. NUMBER	
DATE REV.	
ENG CELL 214-215-8065	

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LOCATE ALL UTILITIES
BEFORE PLACING

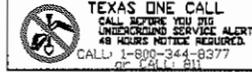


ILLUSTRATION ONLY
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9483664

SPECIAL
CIRCUITS N
6203
FORWARDED N
PERMIT
REQUIRED N



NORTH ARROW

OPERATING RANGE OF JOB STEPS

TASK _____ TO _____

MFRC 4C

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 117206

CAUTION HIGH VOLTAGE
KV 7.50 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.

UTILITY CO. BEEC - ONCDR ELECTRIC DELIVERY C
REP NAME KEMP SPEARS
REP TEL NO. (972) 888-1347
POLE CONTACTS (+) 0 (-) 0

UTILITY CO.
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

UTILITY CO.
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9478969

TOT. PRINTS 35 PRINT NO. 32
NPA/MNX: 972-241 PRT: 972241

EXCH. FARMERS BRANCH

TAX DIST. DB006

GEO LOC. T8241

ENGR. CCX

DRAWN BDS

TELEPHONE NO. (972) 470-5337

REC. REF. 697-645-45-2

MAP REF. 130

SCALE 1" = 40.0'

ISSUE DATE

PROJ TITLE FB BELTLINE RD RELOCATION

REV. NUMBER

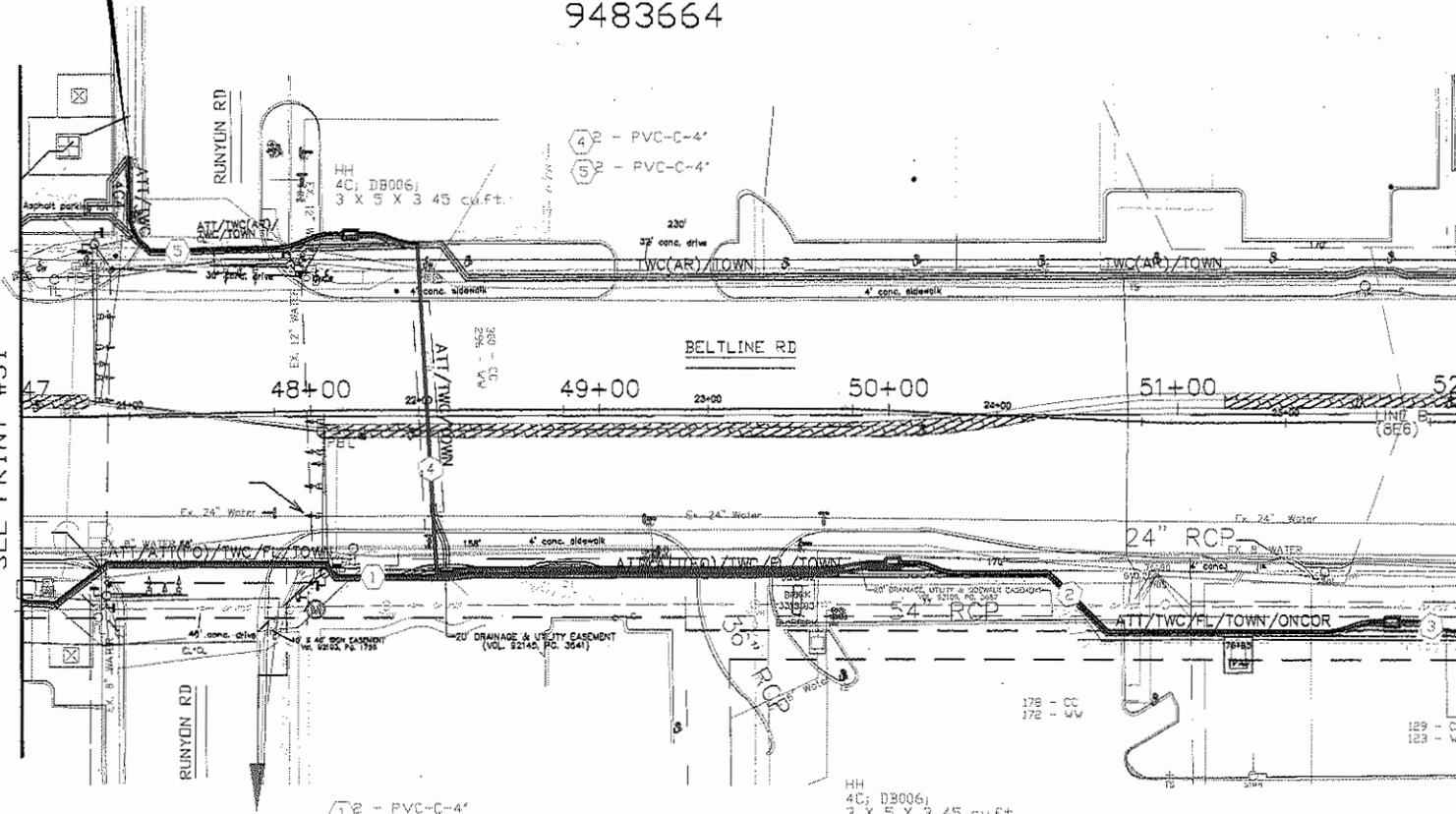
DATE REV.

ENG CELL 214-215-8065

RISE AT POLE

SEE PRINT #31

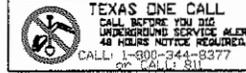
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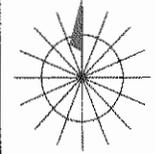
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9483664

LOCATE ALL UTILITIES
BEFORE PLACING



SPECIAL
CIRCUITS N
6203 N
FORWARDED N
PERMIT N
REQUIRED



NORTH ARROW

OPERATING RANGE OF JOB STEPS

TASK _____ TO _____

MFR: 4C

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 117206

CAUTION HIGH VOLTAGE
KV 7.50 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.

Utility CO: DEBC - ONCOR ELECTRIC DELIVERY C
REP NAME: KEMP SPEARS
REP TEL NO.: (972) 888-1347
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9478969

TOT. PRINTS 35 PRINT NO. 33

NPA/NNX: 972-241 PRT: 972241

EXCH. FARMERS BRANCH

TAX DIST. 08006

GEO LOC. T78241

ENGR. CCX DRAWN BDS

TELEPHONE NO. (972) 470-5337

REC. REF. 697-645-45-2

MAP REF. 130

SCALE 1" = 40.0'

ISSUE DATE

PROJ. TITLE FB BELTLINE RD RELOCATION

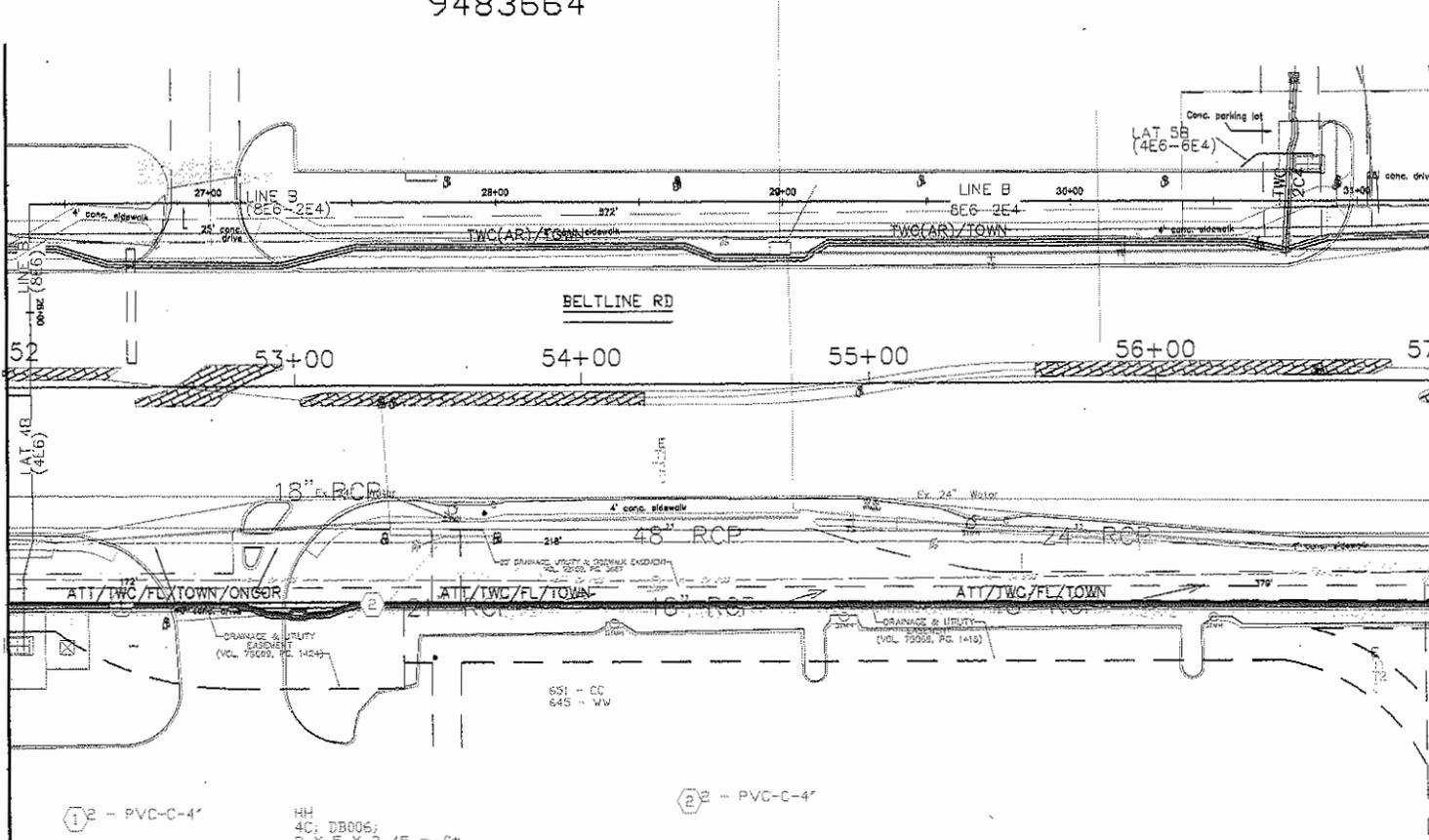
REV. NUMBER

DATE REV.

ENG CELL 214-215-8065

SEE PRINT #32

SEE PRINT #34



--Proprietary--

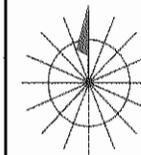
Not for use or disclosure outside the AT&T companies except under written agreement.

LOCATE ALL UTILITIES
BEFORE PLACING



TEXAS ONE CALL
CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
CALL: 1-800-344-9377
OR 214-811-8111

HH
4C; DB006;
3 X 5 X 3 45 cu.ft.



NORTH ARROW

SPECIAL
CIRCUITS N
6203
FORWARDED N
PERMIT
REQUIRED N

OPERATING RANGE OF JOB STEPS

TASK _____ TO _____

MFRG 4C

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 117206

CAUTION HIGH VOLTAGE
KV 7.50 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.

Utility CO BEING - UNIOR ELECTRIC DELIVERY C
REP NAME KEMP SPEARS
REP TEL NO. (972) 889-1347
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9478969

TOT.PRINTS 35 PRINT NO. 34
NPA/NNX: 972-241 PRT:972241

EXCH. FARMERS BRANCH

TAX DIST. DB006

GEO LOC. TT8241

ENGR. CCX DRAWN BBS

TELEPHONE NO. (972) 470-5337

REC. REF. 697-645-45-2

MAP REF. 130

SCALE 1" = 40.0'

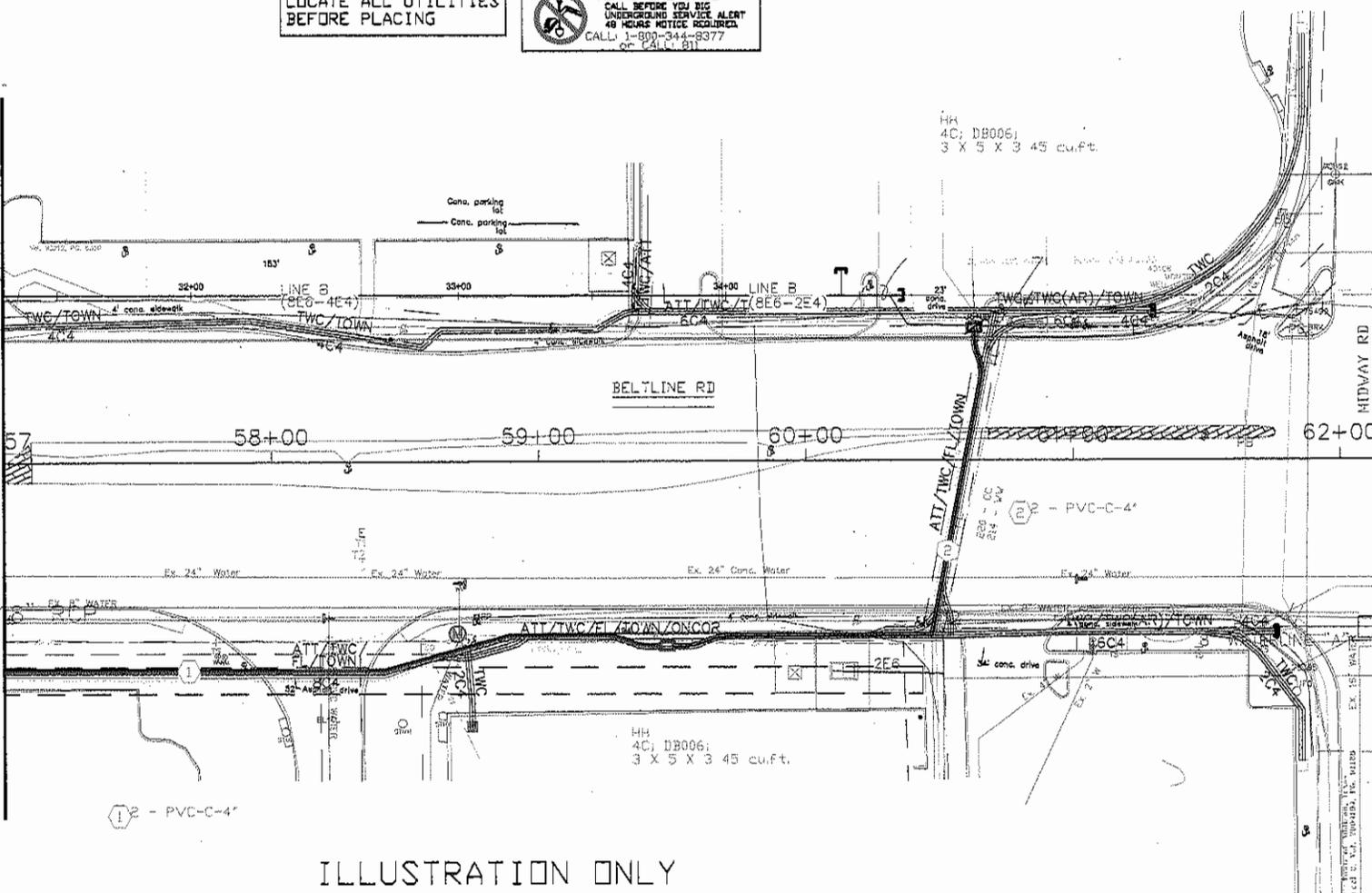
ISSUE DATE

PROJ TITLE FB BELTLINE RD RELOCATION
REV. NUMBER

DATE REV.

ENGR CELL 214-215-8065

SEE PRINT #33



① - PVC-C-4"

HH
4C; DB006;
3 X 5 X 3 45 cu.ft.

ILLUSTRATION ONLY
SEE ADDISON EWO
9483664

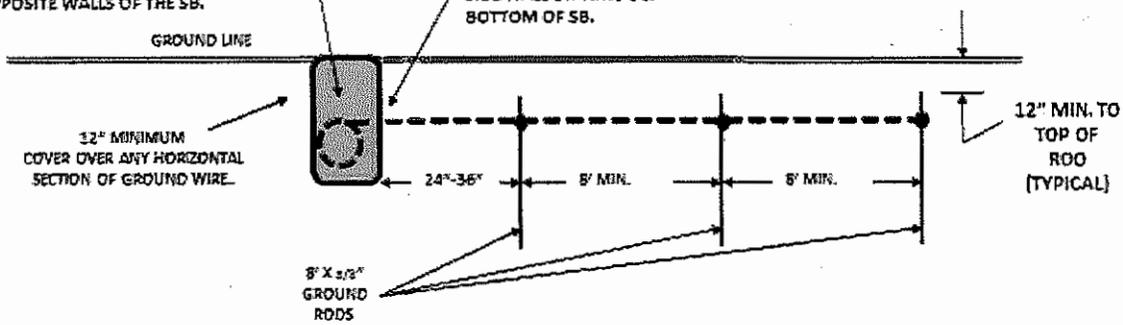
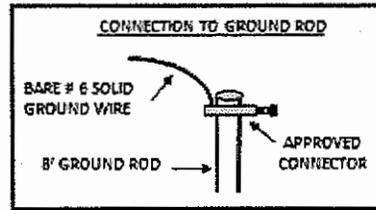
--Proprietary--
Not for use or disclosure outside the AT&T companies except under written agreement.

BURIED GROUND BED DETAIL

FIRST GROUND ROD TO BE PLACED NO CLOSER THAN 24" AND NO FURTHER THAN 36" TO/FROM ANY SURFACE OF THE POLE. SECOND AND THIRD GROUND RODS ARE TO BE SEPARATED BY AT LEAST 8 FEET FROM EACH OTHER AND FROM THE FIRST GROUND ROD. THE TOP OF EACH GROUND ROD IS TO BE AT LEAST 12" BELOW FINAL GRADE AT THE ROD LOCATION. USE 5/8" DIAMETER, COPPER CLAD, STEEL GROUND ROD - 96" LONG.

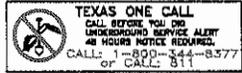
LOOP #6 AWG BARE SOLID COPPER GROUND WIRE THRU THE CLAMPS AT EACH GROUND ROD - DO NOT CUT WIRE. ROUTE WIRE FROM CLOSEST ROD INSIDE SB, WRAPPING THE SB ONE TIME, MAKING AN APPEARANCE ON 2 OPPOSITE WALLS OF THE SB.

BARE # 6 SOLID GROUND WIRE TO ENTER THROUGH SIDE WALL OR THROUGH BOTTOM OF SB.



**TWO DAYS BEFORE YOU DIG
CALL U.S.A. TOLL FREE
811**

--Proprietary--
Not for use or disclosure outside the AT&T companies except under written agreement



SPECIAL CIRCUITS	N	 NORTH ARROW
6203 FORWARDED	N	
PERMIT REQUIRED	N	
OPERATING RANGE OF JOB STEPS		
TASK	TO	
MFCR 45C		
TRANSMISSION ZONE		
RZ 15	CZ 9	TAPER CODE 112216
CAUTION HIGH VOLTAGE		
KV 7.50	AERIAL Y	BURIED Y
HIGHWAY PERMIT NO.		
Utility CO BDC - ONCOR ELECTRIC DELIVERY C		
REP NAME ROP SPEARS		
REP TEL NO. (972) 889-1347		
POLE CONTACTS (+) 0 (-) 0		
Utility CO		
REP NAME		
REP TEL NO.		
POLE CONTACTS (+) 0 (-) 0		
Utility CO		
REP NAME		
REP TEL NO.		
POLE CONTACTS (+) 0 (-) 0		
PROJECT NO 9478969		
TOT.PRINTS 35	PRINT NO. 35	
NPA/NNX: 972-241	PRT: 972241	
EXCH. FARMERS BRANCH		
TAX DIST. DB006		
GEO LOC. TTR241		
ENGR. CCX	DRAWN BDS	
TELEPHONE NO. (972) 470-5337		
REC. REF. 697-645-45-2		
MAP REF. 130		
SCALE NONE		
ISSUE DATE		
PROJ TITLE FB BELTLINE RD RELOCATION		
REV. NUMBER		
DATE REV. 11/14/2014		
ENG CELL: 214-215-8065		

ATTACHMENT B
Utility Accounting Method

Actual Cost Method of Accounting

The utility accumulates costs under an accounting procedure developed by the utility owner and approved by the Town; and the utility proposes to request reimbursement for actual direct and related indirect costs.

Lump Sum Method of Accounting

The utility proposes to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

ATTACHMENT C

Utility Schedule of Work and Estimated Date of Completion

Anticipated Construction Start 30 days after completion of civil work	Tentative Date TBD
Construction Duration	Total Days 120
Estimated Completion Date	Tentative Date TBD

NOTE: The Town of Addison will bid and construct the duct bank required for the Utility's relocation efforts. The Utility owner will be responsible for moving wiring and services to the new underground facilities and appurtenances.

ATTACHMENT D
Betterment Calculation and Estimates

- Betterment does not exist in this agreement

- Forced Betterment exists in this agreement
 - At the request of the State
 - Due to technological advances
 - Due to Utility standards—see attached documentation

- Betterment exists—see attached calculation

Attachment E: 23 CFR 645, Subpart A

For purposes of this Utility Agreement, the references to the Federal Highway Department (FHWA), State transportation department (STD), and transportation department (TD) used interchangeably shall refer to the Town of Addison.

Federal Highway Administration, DOT

§645.105

- 645.103 Applicability.
- 645.105 Definitions.
- 645.107 Eligibility.
- 645.109 Preliminary engineering.
- 645.111 Right-of-way.
- 645.113 Agreements and authorizations.
- 645.115 Construction.
- 645.117 Cost development and reimbursement.
- 645.119 Alternate procedure.

Subpart B—Accommodation of Utilities

- 645.201 Purpose.
- 645.203 Applicability.
- 645.205 Policy.
- 645.207 Definitions.
- 645.209 General requirements.
- 645.211 State transportation department accommodation policies.
- 645.213 Use and occupancy agreements (permits).
- 645.215 Approvals.

AUTHORITY: 23 U.S.C. 101, 109, 111, 116, 123, and 315; 23 CFR 1.23 and 1.27; 49 CFR 1.48(b); and E.O. 11990, 42 26961 (May 24, 1977).

EDITORIAL NOTE: Nomenclature changes to part 645 appear at 65 FR 70311, Nov. 22, 2000.

Subpart A—Utility Relocations, Adjustments, and Reimbursement

SOURCE: 50 FR 20345, May 15, 1985, unless otherwise noted.

§ 645.101 Purpose.

To prescribe the policies, procedures, and reimbursement provisions for the adjustment and relocation of utility facilities on Federal-aid and direct Federal projects.

§ 645.103 Applicability.

(a) The provisions of this regulation apply to reimbursement claimed by a State transportation department (STD) for costs incurred under an approved and properly executed transportation department (TD)/utility agreement and for payment of costs incurred under all Federal Highway Administration (FHWA)/utility agreements.

(b) Procedures on the accommodation of utilities are set forth in 23 CFR part 645, subpart B, Accommodation of Utilities.

(c) When the lines or facilities to be relocated or adjusted due to highway construction are privately owned, located on the owner's land, devoted exclusively to private use and not di-

rectly or indirectly serving the public, the provisions of the FHWA's right-of-way procedures in 23 CFR 710.203, apply. When applicable, under the foregoing conditions, the provisions of this regulation may be used as a guide to establish a cost-to-cure.

(d) The FHWA's reimbursement to the STD will be governed by State law (or State regulation) or the provisions of this regulation, whichever is more restrictive. When State law or regulation differs from this regulation, a determination shall be made by the STD subject to the concurrence of the FHWA as to which standards will govern, and the record documented accordingly, for each relocation encountered.

(e) For direct Federal projects, all references herein to the STD or TD are inapplicable, and it is intended that the FHWA be considered in the relative position of the STD or TD.

[50 FR 20345, May 15, 1985, as amended at 64 FR 71289, Dec. 21, 1999]

§ 645.105 Definitions.

For the purposes of this regulation, the following definitions shall apply:

Authorization—for Federal-aid projects authorization to the STD by the FHWA, or for direct Federal projects authorization to the utility by the FHWA, to proceed with any phase of a project. The date of authorization establishes the date of eligibility for Federal funds to participate in the costs incurred on that phase of work.

Betterment—any upgrading of the facility being relocated that is not attributable to the highway construction and is made solely for the benefit of and at the election of the utility.

Cost of relocation—the entire amount paid by or on behalf of the utility properly attributable to the relocation after deducting from that amount any increase in value of the new facility, and any salvage derived from the old facility.

Cost of Removal—the amount expended to remove utility property including the cost of demolishing, dismantling, removing, transporting, or otherwise disposing of utility property and of cleaning up to leave the site in a neat and presentable condition.

Cost of salvage—the amount expended to restore salvaged utility property to usable condition after its removal.

Direct Federal projects—highway projects such as projects under the Federal Lands Highways Program which are under the direct administration of the FHWA.

Indirect or overhead costs—those costs which are not readily identifiable with one specific task, job, or work order. Such costs may include indirect labor, social security taxes, insurance, stores expense, and general office expenses. Costs of this nature generally are distributed or allocated to the applicable job or work orders, other accounts and other functions to which they relate. Distribution and allocation is made on a uniform basis which is reasonable, equitable, and in accordance with generally accepted cost accounting practices.

Relocation—the adjustment of utility facilities required by the highway project. It includes removing and re-installing the facility, including necessary temporary facilities, acquiring necessary right-of-way on the new location, moving, rearranging or changing the type of existing facilities and taking any necessary safety and protective measures. It shall also mean constructing a replacement facility that is both functionally equivalent to the existing facility and necessary for continuous operation of the utility service, the project economy, or sequence of highway construction.

Salvage value—the amount received from the sale of utility property that has been removed or the amount at which the recovered material is charged to the utility's accounts, if retained for reuse.

State transportation department—the transportation department of one of the 50 States, the District of Columbia, or Puerto Rico.

Transportation department(TD)—that department, commission, board, or official of any State or political subdivision thereof, charged by its law with the responsibility for highway administration.

Use and occupancy agreement—the document (written agreement or permit) by which the TD approves the use

and occupancy of highway right-of-way by utility facilities or private lines.

Utility—a privately, publicly, or cooperatively owned line, facility or system for producing, transmitting, or distributing communications, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, or any other similar commodity, including any fire or police signal system or street lighting system, which directly or indirectly serves the public. The term utility shall also mean the utility company inclusive of any wholly owned or controlled subsidiary.

Work order system—a procedure for accumulating and recording into separate accounts of a utility all costs to the utility in connection with any change in its system or plant.

[50 FR 20345, May 15, 1985, as amended at 65 FR 70311, Nov. 22, 2000]

§ 645.107 Eligibility.

(a) When requested by the STD, Federal funds may participate, subject to the provisions of §645.103(d) of this part and at the pro rata share applicable, in an amount actually paid by an TD for the costs of utility relocations. Federal funds may participate in safety corrective measures made under the provisions of §645.107(k) of this part. Federal funds may also participate for relocations necessitated by the actual construction of highway project made under one or more of the following conditions when:

(1) The STD certifies that the utility has the right of occupancy in its existing location because it holds the fee, an easement, or other real property interest, the damaging or taking of which is compensable in eminent domain,

(2) The utility occupies privately or publicly owned land, including public road or street right-of-way, and the STD certifies that the payment by the TD is made pursuant to a law authorizing such payment in conformance with the provisions of 23 U.S.C. 123, and/or

(3) The utility occupies publicly owned land, including public road and street right-of-way, and is owned by a public agency or political subdivision of the State, and is not required by law

or agreement to move at its own expense, and the STD certifies that the TD has the legal authority or obligation to make such payments.

(b) On projects which the STD has the authority to participate in project costs, Federal funds may not participate in payments made by a political subdivision for relocation of utility facilities, other than those proposed under the provisions of §645.107(k) of this part, when State law prohibits the STD from making payment for relocation of utility facilities.

(c) On projects which the STD does not have the authority to participate in project costs, Federal funds may participate in payments made by a political subdivision for relocation of utility facilities necessitated by the actual construction of a highway project when the STD certifies that such payment is based upon the provisions of §645.107(a) of this part and does not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the TD or for utility safety corrective measures under the provisions of §645.107(k) of this part.

(d) Federal funds are not eligible to participate in any costs for which the utility contributes or repays the TD, except for utilities owned by the political subdivision on projects which qualify under the provisions of §645.107(c) of this part in which case the costs of the utility are considered to be costs of the TD.

(e) The FHWA may deny Federal fund participation in any payments made by a TD for the relocation of utility facilities when such payments do not constitute a suitable basis for Federal fund participation under the provisions of title 23 U.S.C.

(f) The rights of any public agency or political subdivision of a State under contract, franchise, or other instrument or agreement with the utility, pertaining to the utility's use and occupancy of publicly owned land, including public road and street right-of-way, shall be considered the rights of the STD in the absence of State law to the contrary.

(g) In lieu of the individual certifications required by §645.107(a) and (c), the STD may file a statement with the

FHWA setting forth the conditions under which the STD will make payments for the relocation of utility facilities. The FHWA may approve Federal fund participation in utility relocations proposed by the STD under the conditions of the statement when the FHWA has made an affirmative finding that such statement and conditions form a suitable basis for Federal fund participation under the provisions of 23 U.S.C. 123.

(h) Federal funds may not participate in the cost of relocations of utility facilities made solely for the benefit or convenience of a utility, its contractor, or a highway contractor.

(i) When the advance installation of new utility facilities crossing or otherwise occupying the proposed right-of-way of a planned highway project is underway, or scheduled to be underway, prior to the time such right-of-way is purchased by or under control of the TD, arrangements should be made for such facilities to be installed in a manner that will meet the requirements of the planned highway project. Federal funds are eligible to participate in the additional cost incurred by the utility that are attributable to, and in accommodation of, the highway project provided such costs are incurred subsequent to authorization of the work by the FHWA. Subject to the other provisions of this regulation, Federal participation may be approved under the foregoing circumstances when it is demonstrated that the action taken is necessary to protect the public interest and the adjustment of the facility is necessary by reason of the actual construction of the highway project.

(j) Federal funds are eligible to participate in the costs of preliminary engineering and allied services for utilities, the acquisition of replacement right-of-way for utilities, and the physical construction work associated with utility relocations. Such costs must be incurred by or on behalf of a utility after the date the work is included in an approved program and after the FHWA has authorized the STD to proceed in accordance with 23 CFR part 630, subpart A, Federal-Aid Programs Approval and Project Authorization.

§645.109

(k) Federal funds may participate in projects solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway user. Safety corrective measures should be developed in accordance with the provisions of 23 CFR 645.209(k).

(Information collection requirements in paragraph (g) were approved by the Office of Management and Budget under control number 2125-0515)

[50 FR 20345, May 15, 1985, as amended at 53 FR 24932, July 1, 1988]

§645.109 Preliminary engineering.

(a) As mutually agreed to by the TD and utility, and subject to the provisions of paragraph (b) of this section, preliminary engineering activities associated with utility relocation work may be done by:

(1) The TD's or utility's engineering forces;

(2) An engineering consultant selected by the TD, after consultation with the utility, the contract to be administered by the TD; or,

(3) An engineering consultant selected by the utility, with the approval of the TD, the contract to be administered by the utility.

(b) When a utility is not adequately staffed to pursue the necessary preliminary engineering and related work for the utility relocation, Federal funds may participate in the amount paid to engineers, architects, and others for required engineering and allied services provided such amounts are not based on a percentage of the cost of relocation. When Federal participation is requested by the STD in the cost of such services, the utility and its consultant shall agree in writing as to the services to be provided and the fees and arrangements for the services. Federal funds may participate in the cost of such services performed under existing written continuing contracts when it is demonstrated that such work is performed regularly for the utility in its own work and that the costs are reasonable.

(c) The procedures in 23 CFR part 172, Administration of Engineering and Design Related Service Contracts, may be

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used as a guide for reviewing proposed consultant contracts.

[50 FR 20345, May 15, 1985, as amended at 60 FR 34850, July 5, 1995; 65 FR 70311, Nov. 22, 2000]

§645.111 Right-of-way.

(a) Federal participation may be approved for the cost of replacement right-of-way provided:

(1) The utility has the right of occupancy in its existing location because it holds the fee, an easement, or another real property interest, the damaging or taking of which is compensable in eminent domain, or the acquisition is made in the interest of project economy or is necessary to meet the requirements of the highway project, and

(2) There will be no charge to the project for that portion of the utility's existing right-of-way being transferred to the TD for highway purposes.

(b) The utility shall determine and make a written valuation of the replacement right-of-way that it acquires in order to justify amounts paid for such right-of-way. This written valuation shall be accomplished prior to negotiation for acquisition.

(c) Acquisition of replacement right-of-way by the TD on behalf of a utility or acquisition of nonoperating real property from a utility shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*) and applicable right-of-way procedures in 23 CFR 710.203.

(d) When the utility has the right-of-occupancy in its existing location because it holds the fee, an easement, or another real property interest, and it is not necessary by reason of the highway construction to adjust or replace the facilities located thereon, the taking of and damage to the utility's real property, including the disposal or removal of such facilities, may be considered a right-of-way transaction in accordance with provisions of the applicable right-of-way procedures in 23 CFR 710.203.

[50 FR 20345, May 15, 1985, as amended at 64 FR 71289, Dec. 21, 1999]

§645.113 Agreements and authorizations.

(a) On Federal-aid and direct Federal projects involving utility relocations,

the utility and the TD shall agree in writing on their separate responsibilities for financing and accomplishing the relocation work. When Federal participation is requested, the agreement shall incorporate this regulation by reference and designate the method to be used for performing the work (by contract or force account) and for developing relocation costs. The method proposed by the utility for developing relocation costs must be acceptable to both the TD and the FHWA. The preferred method for the development of relocation costs by a utility is on the basis of actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

(b) When applicable, the written agreement shall specify the terms and amounts of any contribution or repayments made or to be made by the utility to the TD in connection with payments by the TD to the utility under the provisions of §645.107 of this regulation.

(c) The agreement shall be supported by plans, specifications when required, and itemized cost estimates of the work agreed upon, including appropriate credits to the project, and shall be sufficiently informative and complete to provide the TD and the FHWA with a clear description of the work required.

(d) When the relocation involves both work to be done at the TD's expense and work to be done at the expense of the utility, the written agreement shall state the share to be borne by each party.

(e) In the event there are changes in the scope of work, extra work or major changes in the planned work covered by the approved agreement, plans, and estimates, Federal participation shall be limited to costs covered by a modification of the agreement, a written change, or extra work order approved by the TD and the FHWA.

(f) When proposed utility relocation and adjustment work on a project for a specific utility company can be clearly defined and the cost can be accurately estimated, the FHWA may approve an agreement between the TD and the utility company for a lump-sum pay-

ment without later confirmation by audit of actual costs.

(g) Except as otherwise provided by §645.113(h), authorization by the FHWA to the STD to proceed with the physical relocation of a utility's facilities may be given after:

(1) The utility relocation work, or the right-of-way, or physical construction phase of the highway construction work is included in an approved State-wide transportation improvement program,

(2) The appropriate environmental evaluation and public hearing procedures required by 23 CFR part 771, Environmental Impact and Related Procedures, have been satisfied.

(3) The FHWA has reviewed and approved the plans, estimates, and proposed or executed agreements for the utility work and is furnished a schedule for accomplishing the work.

(h) The FHWA may authorize the physical relocation of utility facilities before the requirements of §645.113(g)(2) are satisfied when the relocation or adjustment of utility facilities meets the requirements of §645.107(i) of this regulation.

(i) Whenever the FHWA has authorized right-of-way acquisition under the hardship and protective buying provisions of 23 CFR 710.503, the FHWA may authorize the physical relocation of utility facilities located in whole or in part on such right-of-way.

(j) When all efforts by the TD and utility fail to bring about written agreement of their separate responsibilities under the provisions of this regulation, the STD shall submit its proposal and a full report of the circumstances to the FHWA. Conditional authorization for the relocation work to proceed may be given by the FHWA to the STD with the understanding that Federal funds will not be paid for work done by the utility until the STD proposal has been approved by the FHWA.

(k) The FHWA will consider for approval any special procedure under State law, or appropriate administrative or judicial order, or under blanket master agreements with the utilities, that will fully accomplish all of the foregoing objectives and accelerate the

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advancement of the construction and completion of projects.

[50 FR 20345, May 15, 1985, as amended at 60 FR 34850, July 5, 1995; 64 FR 71289, Dec. 21, 1999; 65 FR 70311, Nov. 22, 2000]

§645.115 Construction.

(a) Part 635, subpart B, of this title, Force Account Construction (justification required for force account work), states that it is cost-effective for certain utility adjustments to be performed by a utility with its own forces and equipment, provided the utility is qualified to perform the work in a satisfactory manner. This cost-effectiveness finding covers minor work on the utility's existing facilities routinely performed by the utility with its own forces. When the utility is not adequately staffed and equipped to perform such work with its own forces and equipment at a time convenient to and in coordination with the associated highway construction, such work may be done by:

(1) A contract awarded by the TD or utility to the lowest qualified bidder based on appropriate solicitation,

(2) Inclusion as part of the TD's highway construction contract let by the TD as agreed to by the utility,

(3) An existing continuing contract, provided the costs are reasonable, or

(4) A contract for low-cost incidental work, such as tree trimming and the like, awarded by the TD or utility without competitive bidding, provided the costs are reasonable.

(b) When it has been determined under part 635, subpart B, that the force account method is not the most cost-effective means for accomplishing the utility adjustment, such work is to be done under competitive bid contracts as described in §645.115(a)(1) and (2) or under an existing continuing contract provided it can be demonstrated this is the most cost-effective method.

(c) Costs for labor, materials, equipment, and other services furnished by the utility shall be billed by the utility directly to the TD. The special provisions of contracts let by the utility or the TD shall be explicit in this respect. The costs of force account work performed for the utility by the TD and of contract work performed for the utility under a contract let by the TD shall be

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reported separately from the costs of other force account and contract items on the highway project.

§645.117 Cost development and reimbursement.

(a) *Developing and recording costs.* (1) All utility relocation costs shall be recorded by means of work orders in accordance with an approved work order system except when another method of developing and recording costs, such as lump-sum agreement, has been approved by the TD and the FHWA. Except for work done under contracts, the individual and total costs properly reported and recorded in the utility's accounts in accordance with the approved method for developing such costs, or the lump-sum agreement, shall constitute the maximum amount on which Federal participation may be based.

(2) Each utility shall keep its work order system or other approved accounting procedure in such a manner as to show the nature of each addition to or retirement from a facility, the total costs thereof, and the source or sources of cost. Separate work orders may be issued for additions and retirements. Retirements, however, may be included with the construction work order provided that all items relating to retirements shall be kept separately from those relating to construction.

(3) The STD may develop, or work in concert with utility companies to develop, other acceptable costing methods, such as unit costs, to estimate and reimburse utility relocation expenditures. Such other methods shall be founded in generally accepted industry practices and be reasonably supported by recent actual expenditures. Unit costs should be developed periodically and supported annually by a maintained data base of relocation expenses. Development of any alternate costing method should consider the factors listed in paragraphs (b) through (g) of this section. Streamlining of the cost development and reimbursement procedures is encouraged so long as adequate accountability for Federal expenditures is maintained. Concurrence by the FHWA is required for any costing method used other than actual cost.

(b) *Direct labor costs.* (1) Salaries and wages, at actual or average rates, and

related expenses paid by the utility to individuals for the time worked on the project are reimbursable when supported by adequate records. This includes labor associated with preliminary engineering, construction engineering, right-of-way, and force account construction.

(2) Salaries and expenses paid to individuals who are normally part of the overhead organization of the utility may be reimbursed for the time worked directly on the project when supported by adequate records and when the work performed by such individuals is essential to the project and could not have been accomplished as economically by employees outside the overhead organization.

(3) Amounts paid to engineers, architects and others for services directly related to projects may be reimbursed.

(c) *Labor surcharges.* (1) Labor surcharges include worker compensation insurance, public liability and property damage insurance, and such fringe benefits as the utility has established for the benefit of its employees. The cost of labor surcharges will be reimbursed at actual cost to the utility, or, at the option of the utility, average rates which are representative of actual costs may be used in lieu of actual costs if approved by the STD and the FHWA. These average rates should be adjusted at least once annually to take into account known anticipated changes and correction for any over or under applied costs for the preceding period.

(2) When the utility is a self-insurer, there may be reimbursement at experience rates properly developed from actual costs. The rates cannot exceed the rates of a regular insurance company for the class of employment covered.

(d) *Overhead and indirect construction costs.* (1) Overhead and indirect construction costs not charged directly to work order or construction accounts may be allocated to the relocation provided the allocation is made on an equitable basis. All costs included in the allocation shall be eligible for Federal reimbursement, reasonable, actually incurred by the utility, and consistent with the provisions of 48 CFR part 31.

(2) Costs not eligible for Federal reimbursement include, but are not lim-

ited to, the costs associated with advertising, sales promotion, interest on borrowings, the issuance of stock, bad debts, uncollectible accounts receivable, contributions, donations, entertainment, fines, penalties, lobbying, and research programs.

(3) The records supporting the entries for overhead and indirect construction costs shall show the total amount, rate, and allocation basis for each additive, and are subject to audit by representatives of the State and Federal Government.

(e) *Material and supply costs.* (1) Materials and supplies, if available, are to be furnished from company stock except that they may be obtained from other sources near the project site when available at a lower cost. When not available from company stock, they may be purchased either under competitive bids or existing continuing contracts under which the lowest available prices are developed. Minor quantities of materials and supplies and proprietary products routinely used in the utility's operation and essential for the maintenance of system compatibility may be excluded from these requirements. The utility shall not be required to change its existing standards for materials used in permanent changes to its facilities. Costs shall be determined as follows:

(i) Materials and supplies furnished from company stock shall be billed at the current stock prices for such new or used materials at time of issue.

(ii) Materials and supplies not furnished from company stock shall be billed at actual costs to the utility delivered to the project site.

(iii) A reasonable cost for plant inspection and testing may be included in the costs of materials and supplies when such expense has been incurred. The computation of actual costs of materials and supplies shall include the deduction of all offered discounts, rebates, and allowances.

(iv) The cost of rehabilitating rather than replacing existing utility facilities to meet the requirements of a project is reimbursable, provided this cost does not exceed replacement costs.

(2) Materials recovered from temporary use and accepted for reuse by the utility shall be credited to the

project at prices charged to the job, less a consideration for loss in service life at 10 percent. Materials recovered from the permanent facility of the utility that are accepted by the utility for return to stock shall be credited to the project at the current stock prices of such used materials. Materials recovered and not accepted for reuse by the utility, if determined to have a net sale value, shall be sold to the highest bidder by the TD or utility following an opportunity for TD inspection and appropriate solicitation for bids. If the utility practices a system of periodic disposal by sale, credit to the project shall be at the going prices supported by records of the utility.

(3) Federal participation may be approved for the total cost of removal when either such removal is required by the highway construction or the existing facilities cannot be abandoned in place for aesthetic or safety reasons. When the utility facilities can be abandoned in place but the utility or highway constructor elects to remove and recover the materials, Federal funds shall not participate in removal costs which exceed the value of the materials recovered.

(4) The actual and direct costs of handling and loading materials and supplies at company stores or material yards, and of unloading and handling recovered materials accepted by the utility at its stores or material yards are reimbursable. In lieu of actual costs, average rates which are representative of actual costs may be used if approved by the STD and the FHWA. These average rates should be adjusted at least once annually to take into account known anticipated changes and correction for any over or under applied costs for the preceding period. At the option of the utility, 5 percent of the amounts billed for the materials and supplies issued from company stores and material yards or the value of recovered materials will be reimbursed in lieu of actual or average costs for handling.

(f) *Equipment costs.* The average or actual costs of operation, minor maintenance, and depreciation of utility-owned equipment may be reimbursed. Reimbursement for utility-owned vehicles may be made at average or actual

costs. When utility-owned equipment is not available, reimbursement will be limited to the amount of rental paid (1) to the lowest qualified bidder, (2) under existing continuing contracts at reasonable costs, or (3) as an exception by negotiation when paragraph (f) (1) and (2) of this section are impractical due to project location or schedule.

(g) *Transportation costs.* (1) The utility's cost, consistent with its overall policy, of necessary employee transportation and subsistence directly attributable to the project is reimbursable.

(2) Reasonable cost for the movement of materials, supplies, and equipment to the project and necessary return to storage including the associated cost of loading and unloading equipment is reimbursable.

(h) *Credits.* (1) Credit to the highway project will be required for the cost of any betterments to the facility being replaced or adjusted, and for the salvage value of the materials removed.

(2) Credit to the highway project will be required for the accrued depreciation of a utility facility being replaced, such as a building, pumping station, filtration plant, power plant, substation, or any other similar operational unit. Such accrued depreciation is that amount based on the ratio between the period of actual length of service and total life expectancy applied to the original cost. Credit for accrued depreciation shall not be required for a segment of the utility's service, distribution, or transmission lines.

(3) No betterment credit is required for additions or improvements which are:

- (i) Required by the highway project,
- (ii) Replacement devices or materials that are of equivalent standards although not identical,
- (iii) Replacement of devices or materials no longer regularly manufactured with next highest grade or size,
- (iv) Required by law under governmental and appropriate regulatory commission code, or
- (v) Required by current design practices regularly followed by the company in its own work, and there is a direct benefit to the highway project.

(4) When the facilities, including equipment and operating facilities, described in §645.117(h)(2) are not being replaced, but are being rehabilitated and/or moved, as necessitated by the highway project, no credit for accrued depreciation is needed.

(5) In no event will the total of all credits required under the provisions of this regulation exceed the total costs of adjustment exclusive of the cost of additions or improvements necessitated by the highway construction.

(i) *Billings.* (1) After the executed TD/utility agreement has been approved by the FHWA, the utility may be reimbursed through the STD by progress billings for costs incurred. Cost for materials stockpiled at the project site or specifically purchased and delivered to the utility for use on the project may also be reimbursed on progress billings following approval of the executed TD/utility agreement.

(2) The utility shall provide one final and complete billing of all costs incurred, or of the agreed-to lump-sum, within one year following completion of the utility relocation work, otherwise previous payments to the utility may be considered final, except as agreed to between the STD and the utility. Billings received from utilities more than one year following completion of the utility relocation work may be paid if the STD so desires, and Federal-aid highway funds may participate in these payments.

(3) All utility cost records and accounts relating to the project are subject to audit by representatives of the State and Federal Government for a period of 3 years from the date final payment has been received by the utility.

(Information collection requirements in paragraph (i) were approved by the Office of Management and Budget under control number 2125-0159)

[50 FR 20345, May 15, 1985, as amended at 60 FR 34850, July 5, 1995; 65 FR 70311, Nov. 22, 2000]

§645.119 Alternate procedure.

(a) This alternate procedure is provided to simplify the processing of utility relocations or adjustments under the provisions of this regulation. Under this procedure, except as otherwise

provided in paragraph (b) of this section, the STD is to act in the relative position of the FHWA for reviewing and approving the arrangements, fees, estimates, plans, agreements, and other related matters required by this regulation as prerequisites for authorizing the utility to proceed with and complete the work.

(b) The scope of the STD's approval authority under the alternate procedure includes all actions necessary to advance and complete all types of utility work under the provisions of this regulation except in the following instances:

(1) Utility relocations and adjustments involving major transfer, production, and storage facilities such as generating plants, power feed stations, pumping stations and reservoirs.

(2) Utility relocations falling within the scope of §645.113 (h), (i), and (j), and §645.107(i) of this regulation.

(c) To adopt the alternate procedure, the STD must file a formal application for approval by the FHWA. The application must include the following:

(1) The STD's written policies and procedures for administering and processing Federal-aid utility adjustments. Those policies and procedures must make adequate provisions with respect to the following:

(i) Compliance with the requirements of this regulation, except as otherwise provided by §645.119(b), and the provisions of 23 CFR part 645, subpart B, Accommodation of Utilities.

(ii) Advance utility liaison, planning, and coordination measures for providing adequate lead time and early scheduling of utility relocation to minimize interference with the planned highway construction.

(iii) Appropriate administrative, legal, and engineering review and coordination procedures as needed to establish the legal basis of the TD's payment; the extent of eligibility of the work under State and Federal laws and regulations; the more restrictive payment standards under §645.103(d) of this regulation; the necessity of the proposed utility work and its compatibility with proposed highway improvements; and the uniform treatment of

§645.201

all utility matters and actions, consistent with sound management practices.

(iv) Documentation of actions taken in compliance with STD policies and the provisions of this regulation, shall be retained by the STD.

(2) A statement signed by the chief administrative officer of the STD certifying that:

(i) Federal-aid utility relocations will be processed in accordance with the applicable provisions of this regulation, and the STD's utility policies and procedures submitted under § 645.119(c)(1).

(ii) Reimbursement will be requested only for those costs properly attributable to the proposed highway construction and eligible for participation under the provisions of this regulation.

(d) The STD's application and any changes to it will be submitted to the FHWA for review and approval.

(e) After the alternate procedure has been approved, the FHWA may authorize the STD to proceed with utility relocation on a project in accordance with the certification, subject to the following conditions:

(1) The utility work must be included in an approved program.

(2) The STD must submit a request in writing for such authorization. The request shall include a list of the utility relocations to be processed under the alternate procedure, along with the best available estimate of the total costs involved.

(f) The FHWA may suspend approval of the alternate procedure when any FHWA review discloses noncompliance with the certification. Federal funds will not participate in relocation costs incurred that do not comply with the requirements under §645.119(c)(1).

(Information collection requirements in paragraph (c) were approved by the Office of Management and Budget under control number 2125-0533)

[50 FR 20345, May 15, 1985, as amended at 65 FR 70311, Nov. 22, 2000]

Subpart B—Accommodation of Utilities

SOURCE: 50 FR 20354, May 15, 1985, unless otherwise noted.

23 CFR Ch. I (4-1-12 Edition)

§ 645.201 Purpose.

To prescribe policies and procedures for accommodating utility facilities and private lines on the right-of-way of Federal-aid or direct Federal highway projects.

§ 645.203 Applicability.

This subpart applies to:

(a) New utility installations within the right-of-way of Federal-aid or direct Federal highway projects,

(b) Existing utility facilities which are to be retained, relocated, or adjusted within the right-of-way of active projects under development or construction when Federal-aid or direct Federal highway funds are either being or have been used on the involved highway facility. When existing utility installations are to remain in place without adjustments on such projects the transportation department and utility are to enter into an appropriate agreement as discussed in §645.213 of this part,

(c) Existing utility facilities which are to be adjusted or relocated under the provisions of §645.209(k), and

(d) Private lines which may be permitted to cross the right-of-way of a Federal-aid or direct Federal highway project pursuant to State law and regulations and the provisions of this subpart. Longitudinal use of such right-of-way by private lines is to be handled under the provisions of 23 CFR 1.23(c).

§ 645.205 Policy.

(a) Pursuant to the provisions of 23 CFR 1.23, it is in the public interest for utility facilities to be accommodated on the right-of-way of a Federal-aid or direct Federal highway project when such use and occupancy of the highway right-of-way do not adversely affect highway or traffic safety, or otherwise impair the highway or its aesthetic quality, and do not conflict with the provisions of Federal, State or local laws or regulations.

(b) Since by tradition and practice highway and utility facilities frequently coexist within common right-of-way or along the same transportation corridors, it is essential in such situations that these public service facilities be compatibly designed and operated. In the design of new highway

Work Session and Regular Meeting**Meeting Date:** 08/11/2015**Department:** Infrastructure- Development Services

AGENDA CAPTION:

Present, discuss, consider and take action regarding Work Authorization #14 for Les Lacs Pond Water Well Pump Rebuild under the Master Service Agreement with Halff Associates for an amount not to exceed \$77,000.

BACKGROUND:

In order to address on-going water quality concerns, Halff Associates has recommended various improvements to the Les Lacs Pond. One of the recommended improvements is to assess and rebuild the water well pump, motor, and appurtenances necessary to provide a sustainable flow of approximately 80 gallons per minute (gpm). The water well pump was originally installed in 1982, and some rehab work was done in 1982, 1992, and again in 2000. Preliminary tests show that the pump is not pumping at its designed gpm. The work will entail rebuilding or replacing the pump and appurtenances in order to improve the flow.

On February 5, 2014, a Master Services Agreement (attached) was executed with Halff Associates for engineering design services primarily related to stormwater issues. The Agreement contemplated the development of Work Authorizations that would identify the work to be done, the terms and conditions pursuant to that work, the agreed upon fee, and any additional provisions applicable to the services. This work will be executed through a Work Authorization under this contract.

In relation to this Work Authorization, Halff will provide the following services: flow test to determine existing gpm; review original documentation on the pump and motor; survey work for the work site; preparation of preliminary drawings to design the new pump to include the hydraulic design and system curve design; electrical improvements; landscape removal and replacement; traffic control plan; preparation of technical specifications; preparation of bid documents and bid phase services; and construction phase services.

Halff Associates has performed multiple tasks under this agreement and have always been found to provide outstanding service.

RECOMMENDATION:

Administration recommends approval.

Budgeted Yes/No: No

Funding Source: Stormwater Fund

Amount: \$77,000

Attachments

WA No 14 Well Rebuild

WA 14 rebuild confirm

Half Associates-MSA

Work Authorization No. 14 –Les Lacs Pond Water Well Rebuilding Project

Attachment 1: Scope of Services

PROJECT DESCRIPTION

The scope of work to be performed under this Work Authorization shall generally consist of preliminary design, final design, bidding phase, and construction phase services for a water well rebuilding project for making capabilities for discharging well water to the south end of Les Lacs pond. The pipe line from the well is under a different set of conditions and is referred to in Work Authorization 15. A water quality program and assessment has been completed and residence complaints regarding odors and appearance of the pond during summer conditions have been addressed. The purpose of the improvements is to assist in better water quality thru operating the well more frequently. A water quality program will be developed outside the scope of this services.

CONSULTANT shall provide the following services in accordance with recognized industry standards which are similar in size, scope and budget to the project.

SCOPE OF SERVICES

2	Les Lacs Pond – Water Well Rebuilding Project - Preliminary Design Phase and Final Design Phase.	
2.1	Preliminary Design Phase	
2.1.1	Well Pump electrical power conditions	
2.1.2.	Well pump flow characteristics	
2.1.2.1		Halff shall perform simple flow test for existing gpm capabilities.
2.1.2.2		Halff shall obtain original 1992 water well installation data.
2.1.2.3		Halff shall obtain water well 1982 rebuild installation improvements from Town of Addison, and rehabilitation data for 2000 improvements from Town of Addison.
2.1.2.4		Halff shall obtain “As Build” information of improvements from the Town of Addison.
2.1.3	Topographic surveys	
2.1.3.1		Halff shall perform a design survey shall consist of surface improvements extending to North Right of Way line for Beltway Drive with 200 feet in each direction perpendicular to well pump.

2.1.3.2

Halff shall survey adjacent to lot 8 for surface improvements within 200 feet of existing water well.

2.1.3.3

Halff shall survey surface improvements of Ridge 1 Lake Court within 200 feet of lot 8.

2.1.3.4

Halff shall Prepare working base map preparation on 1 inch to 40 feet scale for design of project.

2.2

2.2 Prepare preliminary drawings for staging areas, pump rehabilitation, electrical improvements, piping discharge modifications, well flow meter, suggested storm water erosion control, well flow testing program, landscape, and sprinkler system repairs, concrete repairs, traffic control items, and address any removal and replacement items. Meet with Town of Addison for review, coordination, and comment solicitation. Meeting is listed under item below.

2.2.1.

Halff shall design for a new well pump - hydraulic design and system curve design,

2.2.1.

design of new pump - electrical improvements,

2.2.1.

design of well flow testing program,

2.2.1.

design of piping discharge modifications,

2.2.1.

design of flow meter,

2.2.1.

design of staging area and suggested storm water erosion control,

2.2.1.

design of landscape removal areas,

2.2.1.

design of sprinkler system removal plan and repairs,

2.2.1.

design of concrete flatwork repairs

2.2.1.

design of staging area traffic control items,

2.2.1.

design of any removal and replacement items.

2.2.1.

design of staging areas and laydown areas,

2.2.2. Provide Internal reviews and Quality assurance/quality control and submit to Town staff for review.

2.2.3 Halff shall prepare technical specifications, and incorporate Town of Addison Staff comments and prepare final construction drawings.

2.4 Prepare 2 monthly progress reports and perform regular quality reviews.

2.5 Up to two (2) project meetings with town staff during design phase. Meet with Town of Addison for review, coordination, and comment solicitation

4 Bid Phase and Construction Phase Services for Water Well improvements

4.1 Prepare Front end bid specifications for well improvement project.

4.2 Bid phase services

- 4.2.1.a** Attend pre- bid meeting
- 4.2.1.b** Contact three prospective well driller contractors and document bid activities for non-bids.
- 4.2.2** Prepare addenda as required
- 4.2.3** Attend bid opening
- 4.2.4.** Tabulate bids
- 4.2.5** Contact references of apparent low bidder
- 4.2.6** Provide bid tabulations and reference results

4.3 Construction and post-

construction phase services

- 4.3.1** Attend pre-construction meeting.
- 4.3.2** Establish two (2) horizontal and vertical survey control points for contractors use.
- 4.3.3** Three (3) site visits with staff as described under item 1 above.
- 4.3.4.** Halff shall perform in conjunction with the Contractor and the Town of Addison a 36 hour well pumping test to measure well drawn down and pumping flow performance.
- 4.3.5** Assist Owner in and warranty claims during the 12 months warranty period.
- 4.3.6** Prepare record drawings based on contractors and town staff mark-ups (town shall not hold consultant liable for the information supplied to the consultant).

Work Authorization No. 14 –Les Lacs Pond Water Well Rebuilding Project**Attachment 2: Fee Schedule**

No.	Phase & Task Description	Task Fee	Phase Total
2	<u>Water Well Transfer Piping System – Preliminary Design Phase and Final Design Phase –</u>	\$45,000	
4	<u>Bid Phase and Construction Phase Services for Water Well Transfer Piping Improvements –</u>	\$32,000	
	Work Authorization #14 Total Fee		\$77,000

Work Authorization No. 14 –Les Lacs Pond Water Well Rebuilding ProjectAttachment 3: **Project Schedule**

No.	Activity	Duration (days)
2	<u>Water Well Rebuilding Project – Preliminary Design Phase and Final Design Phase –</u>	45
4	<u>Bid Phase and Construction Phase Services for Water Well Rebuilding Project –</u>	90

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made by and between Halff Associates, Inc., a Texas corporation (herein sometimes referred to as "Halff") with an address at 1201 N. Bowser, Richardson, TX 75081 and the Town of Addison, Texas with an address at 16801 Westgrove Drive, Addison, Texas 75001 (herein sometimes referred to as "Client") (Halff and Client are sometimes referred to herein together as the "parties" and individually as a "party").

Recitals:

1. Halff is engaged in the business of providing various types of professional work and services, including engineering, architecture, landscape architecture, surveying, and other professional work and services identified generally in Exhibit A attached hereto and incorporated herein.

2. From time to time, Client has a need for the work and services that Halff provides, and may request Halff to provide one or more of the work and services identified in Exhibit A. As set forth in this Agreement, any such request will be made in writing to Halff, and the specific work and services to be provided by Halff pursuant to such request will be described in an instrument entitled "Work Authorization," the form of which is attached to this Agreement as Exhibit A-1.

3. In anticipation of the parties' agreeing to one or more Work Authorizations, Halff and Client desire by this Agreement to set forth certain of the terms, conditions and provisions that will govern Work Authorizations.

NOW, THEREFORE, for and in consideration of the above and foregoing Recitals, the benefits flowing to the parties, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, Halff Associates, Inc. and the Town of Addison, Texas do contract and agree as follows:

Section 1. Work Authorizations and Scope of Services. As set forth in the Recitals, this Agreement anticipates the execution of one or more written Work Authorizations (see Exhibit A-1, Sample Work Authorization) and sets forth the terms and conditions pursuant to which Halff will provide Client the work and services (referred to herein as the "Services") specified herein and in each Work Authorization. Each Work Authorization shall specify the scope of Services to be performed, a general description of Client's project for which the Services are to be provided (the "Project"), the time period for performance, the agreed-upon fees, and any additional provisions applicable to such Services.

Halff shall serve as Client's design professional representative for each Work Authorization, providing professional services, consultation and advice with respect thereto. Halff's Services consist of that work and services performed by Halff and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants as more specifically defined in the individual Work Authorizations.

Halff shall not begin work on any Services until Client directs Halff in writing to proceed.

Section 2. Performance of Services; Standard of Care.

A. Halff will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by reputable members of Halff's profession then providing similar services and practicing in the same locality, under similar conditions and at the date the Services are provided.

B. If included in a Work Authorization, the Services during construction of a Project for which the Services were provided will be limited to observation and testing of construction operations, except as may otherwise be set forth in the Work Authorization. Halff will not be responsible for constant or exhaustive inspection of the Project construction work, the means and methods of construction or the safety procedures employed by others.

C. Notwithstanding the foregoing or any other provision of this Agreement or any Work Authorization:

1. Halff represents and warrants that it is authorized by the State of Texas, as may be required by applicable law, rule, or regulation, to practice and provide the Services set forth in this Agreement and that any necessary licenses, permits or other authorization to perform such Services have been acquired as required by such law, rule, or regulation.

2. Halff and Client agree and acknowledge that Client is entering into this Agreement in reliance on Halff's professional abilities with respect to performing the Services described herein and in any Work Authorization.

3. Halff agrees to use its professional skill, judgment and abilities in the performance of the Services hereunder and shall abide by the standard of professional ethics and use the skill, care, and diligence commensurate with the requirements of its profession as is used by reputable members of its profession currently performing the same services in the Dallas, Texas metroplex area under similar conditions.

4. Halff shall perform the Services in accordance with all applicable laws, statutes, ordinances, regulations, codes and rules of any federal, state or local governmental entity, including the Town of Addison, or agency having jurisdiction over any matter related to this Agreement or any Project for which the Services are being provided by Halff, and in accordance with the standard of care set forth herein. Additionally, Halff agrees to perform its Services in a manner consistent with those standards, policies and orders that are applicable to the Services and which are timely provided to Halff, in writing, by Client, it being understood and agreed that Halff would not necessarily have such knowledge without same being provided by Client.

D. Halff shall perform all Services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such Services consistent with the standards set forth herein and shall cause all subcontracted Services to be similarly undertaken and performed. Halff agrees to perform its Services in accordance and a manner consistent with the terms and conditions of this Agreement, including (without limitation) the standard of care set forth in this Agreement. Halff shall re-perform and otherwise remedy any Services provided by or for Halff (including any subcontracted Services) not meeting or satisfying the standard of care set forth herein without additional compensation.

E. Notwithstanding Client's review, approval or acceptance of any Services, and including any drawings, plans, documents, designs, materials, reports, proposals, records, specifications, deliverables, or any other instruments representing Halff's professional services prepared by or for Halff under or in connection with this Agreement (collectively, "Drawings"), Halff represents that such Services, including any Drawings shall be performed and provided in a manner consistent with the standard of care identified above.

Approval or acceptance by Client of any Services provided by or for Halff, and including any Drawings, shall not constitute nor be deemed a release of the responsibility and liability of Halff, its owners, officers, managers, employees, subcontractors, and consultants for the accuracy and competency of the same (and Halff shall be and remain liable to Client for damages caused by Halff's negligent or intentionally wrongful performance, acts or omissions, or willful misconduct, under this Agreement), nor shall such approval or acceptance be deemed to be an assumption of or an indemnification for such responsibility or liability by Client, including for any defect, error or omission in the same, it being understood that Client at all times is relying on Halff's skill and knowledge in preparing and providing the Services, including Drawings. Halff shall be wholly and solely responsible for the Services provided by any owner, officer, manager, employee, representative, agent, contractor or subcontractor of Halff.

F. Except for Halff's contractors and subcontractors, Halff has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, therefore, Halff's opinion of probable construction costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a professional engineer (or architect or other professional providing service to Client, as the case may be). Halff does not guarantee that proposals, bids, or actual project costs will not vary from Halff's cost estimates (opinions of probable construction cost) or that actual schedules will not vary from Halff's projected schedules. Halff agrees to promptly advise Client if it is or becomes aware or is provided with actual knowledge that construction or other costs may exceed the latest approved Project budget. If Halff is or becomes aware of the same, or such information is provided to Halff, it agrees to assist Client by making recommendations for corrective action.

G. Except as set forth in this Agreement and in any Work Authorization, Halff makes no other representation, guarantee, or warranty, express or implied, regarding the Services, communication (oral or written), report, opinion, or instrument of service provided under this Agreement.

Section 3. Halff's Responsibilities.

Notwithstanding any other provision of this Agreement, Halff will perform the Services as an independent contractor and shall not act as or be construed to be, and none of its owners, officers, employees, representatives, agents, contractors, or subcontractors shall act as or be construed to be, an agent or employee of Client, and nothing in this Agreement or any Work Authorization is intended to nor shall be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the parties hereto or to allow Client to exercise discretion or control over the professional manner in which Halff performs the Services which are the subject matter of this Agreement. Halff shall be solely responsible for the conduct of its own employees and for any of its employees' compensation, benefits, contributions, and payroll taxes. Halff shall be wholly and solely responsible for any work or services provided by any

owner, officer, employee, agent, representative, contractor or subcontractor of Halff. Halff will (i) provide qualified staff to perform the Services specified in any Work Authorization; (ii) maintain records of site activities and costs for each Project for which Halff provides Services to Client for a period of four (4) years from completion of Halff's Services; (iii) work, to the extent reasonably possible, in coordination with Client's employees, contractors, consultants and other site staff so as not to impede the progress of a Project; and (iv) require its personnel to maintain a safe, clean and orderly work environment.

Halff shall be responsible for the professional quality, technical accuracy, and the coordination of all Drawings all work and Services furnished by, for, or on behalf of Halff under this Agreement.

Section 4. Term and Termination.

A. Term. The term of this Agreement shall commence on the date of execution of this Agreement, and shall continue in effect for a period of one (1) year thereafter (the "Initial Term"), or until terminated by either party as provided herein. Following the Initial Term and unless Client notifies Halff at least 30 days prior to the end of the Initial Term or any Renewal Term that Client is electing not to renew this Agreement (the "Non-Renewal Notice"), and subject to the termination provisions of this Agreement, this Agreement shall automatically renew for an additional one (1) year period and thereafter will automatically renew on each one year anniversary date for successive one (1) year periods, not to exceed three in number (so that, after the Initial Term, this Agreement will automatically renew for a total of four (4) successive one year periods, subject, however, to the Client's election to not renew this Agreement by giving Halff a Non-Renewal Notice, and to the termination provisions hereof) (each such successive one year period following the Initial Term being a "Renewal Term"). Each Renewal Term shall be on the same and subject to the terms, provisions, and conditions of this Agreement.

B. Termination for Convenience. This Agreement and/or any Work Authorization may be suspended or terminated at any time and for any (or no) reason by Client, in Client's sole discretion, by Client giving to Halff written notice of such suspension or termination, with such suspension or termination to be effective thirty (30) days after Halff's receipt of such notice or as may otherwise be described in such notice. In the event of such suspension or termination by Client, Halff shall have no recourse against Client except for payment of the Services of Halff performed hereunder in accordance with and subject to the terms, conditions, and provisions of this Agreement and for which Halff has not been paid.

C. Termination for Cause. Either party may terminate this Agreement (and any Work Authorization) if the other party breaches this Agreement (or Work Authorization, as the case may be) and (i) such breach remains uncured for a period of ten (10) days after notice thereof (which notice shall specifically identify the breach) is received by the breaching party, or (ii) if the breach cannot with diligence be cured within the said ten (10) day period, if within such ten (10) day period the breaching party provides the non-breaching party written notice of the curative measures which it proposes to undertake which are acceptable to the non-breaching party, and proceeds promptly to initiate such measures to cure such failure, and thereafter prosecutes the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity, but in any event not to exceed twenty (20) days following the occurrence of the breach.

D. Client shall compensate Halff for all Services properly performed by Halff under this Agreement and in accordance with the terms, conditions, and provisions hereof through the date of any termination. Upon the termination of this Agreement and any Work Authorization for any reason, Halff shall cause to be promptly delivered to Client a copy of all of Drawings (whether completed or partially completed) prepared by or for Halff in connection with this Agreement (and/or any Work Authorization). Upon termination of this Agreement for any reason, if Client has compensated Halff for Services not yet performed, Halff shall promptly return such compensation to Client.

Section 5. Compensation.

A. Halff shall be compensated for its Services either on a (i) time-and-materials basis with a not to exceed amount, (ii) fixed-price basis, or (iii) any other method, as mutually agreed upon and as specified in each Work Authorization.

B. Halff shall submit its invoices for Services rendered to Client monthly, which invoices shall be in form and content satisfactory to Client. Each invoice shall be accompanied by such documentation as Client may reasonably require to verify the accuracy of the invoice, including (i) identification of the personnel of Halff providing Services, the number of hours (or portion thereof) of Services provided by each such person, and the then current hourly billing rates for each such person, (ii) an itemized statement of reimbursable costs incurred (if any) and copies of any receipts or other documentation in support thereof, and (iii) the sum of all prior payments under this Agreement and any Work Authorization. Notwithstanding any terms to the contrary, Client agrees that Services performed on a fixed-price basis, including but not necessarily limited to a lump sum basis, shall not require Halff to submit those items listed in subitem (i) above. Halff shall not be entitled to any compensation for any Services not actually performed or for any lost profits as a result of any abandonment, termination, or suspension of any Services by Client. Except for any amount included in the invoice that Client may dispute in writing and subject to the terms, conditions and provisions of this Agreement, Client will pay Halff within thirty (30) days after the date of Client's receipt of Halff's invoice, and interest on an overdue payment may be charged to Client in accordance with Chapter 2251, Tex. Gov. Code. Interest on amounts that are past due shall be computed from the date the payment becomes overdue. Any provision hereof to the contrary notwithstanding, Client shall not be obligated to make payment to Halff hereunder if:

1. Halff is in default of any of its obligations under this Agreement, any Work Authorization, or any other documents in connection with a Project (and payment may be withheld to the extent of any such default);
2. Any part of such payment is attributable to any Services of Halff which are not performed in accordance with this Agreement and/or any applicable Work Authorization;
3. Halff has failed to make payment promptly to subcontractors or consultants or other third parties used by Halff in connection with Halff's Services hereunder for which the Client has made payment to Halff, or
4. If Client, in its good faith judgment and after consultation with Halff, determines that the portion of the compensation then remaining unpaid will not be sufficient

to complete the Halff's Services under this Agreement and/or any Work Authorization, no additional payments will be made to Halff hereunder unless and until Halff performs a sufficient portion of its Services so that such portion of the compensation remaining unpaid is determined by Client to be sufficient to complete the Halff's Services.

D. Halff shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. With at least seven (7) days notice to Halff, Client and Client's representatives shall be afforded reasonable access to Halff's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, memoranda, and other data relating to this Agreement during normal business hours at its Richardson, Texas office set forth above in order to audit or inspect the same. Halff shall preserve all such related documentation for a period of five (5) years after final payment is made to Halff.

Section 6. Insurance. At all times in connection with this Agreement, Halff shall purchase, provide and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

A. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$2,000,000 products/ completed operations aggregate) and contractual liability (including any indemnity obligations set forth in this Agreement). Coverage for products/completed operations must be maintained for at least two (2) years after the Services have been completed.

B. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

C. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

D. Professional Liability coverage at minimum limits of \$5,000,000 covering claims resulting from acts, errors and omissions in the performance of professional services. A separate per project policy limit is to apply to the Services. This coverage must be maintained for at least four (4) years after any project for which professional services are provided is finally completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and during the four year period thereafter described herein.

With reference to the foregoing insurance, Halff shall specifically endorse applicable insurance policies as follows:

A. The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.

- B. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
- C. A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the Workers Compensation and all liability policies.
- D. All insurance policies shall be endorsed to require the insurer to notify the Town of Addison Texas at least 30 days prior to any material change in the insurance coverage.
- E. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least 30 days notice prior to cancellation or non-renewal of the insurance.
- F. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- G. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- H. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance, satisfactory to Client, shall be prepared and executed by the insurance company or its authorized agent, delivered to Client simultaneously with the delivery of this fully executed Agreement (and updated as needed at least two weeks prior to the expiration of any applicable required coverage), and shall contain provisions representing and warranting the following:

- A. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
- B. Shall specifically set forth the notice-of-cancellation and termination provisions to the Town of Addison, Texas.

Upon request, Consultant shall furnish the Client with complete copies of all insurance policies certified to be true and correct by the insurance carrier. Client reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by Client.

Section 7. Changes. Client or Halff may request changes to the scope of Services by altering, adding to, or deleting from the Services to be performed by Halff. If a change is requested, the parties agree to reasonably negotiate in good faith to determine changes in scope, any needed equitable adjustment to the price and time for performance of the affected Work Authorization, and if mutually agreed upon by the parties, to execute an amended Work Authorization.

Section 8. Force Majeure. Neither Halff nor Client is liable one to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threats of terrorism, or other events or reasons of a like nature which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party; in such event, the party obligated to perform shall give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay.

Section 9. Instruments of Service.

A. All Drawings shall be, belong to, and remain the sole property of Client for Client's exclusive use or re-use at any time without further compensation and without any restrictions. Without limiting the foregoing or any other provision of this Agreement, Client shall have the right to use the same for the purpose of completing the Project for which the Drawings were prepared. Should Client use the same for modifications or extensions of the Project for which the Drawings were prepared or on any other project without Halff's written consent to such use, Client does so at its own risk. At the time of completion of a Project, upon completion of the Services of Halff, at the time of any earlier termination of this Agreement, or at any time at the request of Client, Halff shall promptly provide all such Drawings to Client. Provided, however, Halff shall not be liable for any errors or omissions contained in any Drawings which are incomplete as a result of a suspension or termination where Halff is unable, because of such suspension or termination, to complete such Drawings.

B. Halff agrees to and does hereby grant and assign to Client all intellectual property rights (whether copyright or otherwise) in and to all Drawings in which Halff may have a copyright or other intellectual property interest, and to all Drawings as to which Halff may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Without limiting any other provision of this Agreement, Halff represents, to the best of its information, knowledge and belief that Client's use of such Drawings will not infringe upon any third parties' rights.

C. Notwithstanding any term or terms to the contrary, it is understood and agreed by the parties that nothing contained herein is intended to convey any intellectual property or any other rights to software, hardware or other tangible or intangible property that may be owned by others.

Section 10. Client's Responsibilities. Client agrees to convey and discuss with Halff all available material, data, and information possessed by Client pertaining to the Services, including, without limitation, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site or Project.

Section 11. Halff's Indemnity Obligation.

A. In consideration of the granting of this Agreement and notwithstanding any other provision of this Agreement, Halff agrees to INDEMNIFY and HOLD HARMLESS

Client and Client's elected and appointed officials, its officers, employees, agents, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, "Client Persons" and each being a "Client Person"), from and against any and all damages, including but not limited to damages for, related to, or arising out of injuries (including but not limited to death), losses, expenses, liability, penalties, proceedings, judgments, actions, demands, causes of action, suits, harm, and costs (including reasonable attorneys' fees and costs of defense), made upon or incurred by Client or by any other Client Persons directly or indirectly (collectively, "Claims"), that are caused by or result from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Halff or by Halff's employee, or Halff's agent, consultant under contract, or another entity over which Halff exercises control (Halff's employee, agent, consultant under contract, or such other entity being, collectively, "Halff Persons").

SUCH INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR INTENTIONAL TORT OF AN ADDISON PERSON. However, when Claims arise out of the co-negligence or other co-liability of Client or other Client Person and Halff or any Halff Persons, Halff's liability under this Article shall be reduced by that portion of the total amount of the Claims (excluding attorneys' fees and costs incurred in defense of Claims) equal to Client Person or Persons' proportionate share of the negligence or other liability that caused the loss attributable to such negligence or other liability. Likewise, in such instance, Halff's liability for Client Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Client Person or Persons' proportionate share of the negligence or other liability that caused the loss attributable to such negligence or other liability.

B. The provisions in the foregoing subsection A. of this Section 11 are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect (including, without limitation, for violating Section 271.904(a), Tex. Loc. Gov. Code, or Section 130.002(b), Tex. Civ. Prac. & Rem. Code), such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and the provisions of subsection A. of this Section 11 shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement.

C. Halff shall promptly advise Client in writing of any claim or demand against Client or any other Client Person, Halff, or Halff Person arising out of Halff's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Halff's sole cost and expense. Client Persons shall have the right, at Client Persons' option and at own expense, to participate in such defense without relieving Halff of any of its obligations hereunder. The obligations set forth in this Section shall survive the expiration or termination of this Agreement.

Section 12. No Control of Means or Methods of Others. Halff will not have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of Client's separate contractors in connection with a Project for which Halff provides Services. Halff's Services do not include any

construction site safety obligations required for a Project by any applicable government code or regulation.

Section 13. Site Access. Client shall, as may be reasonably requested by Halff for the successful and timely completion of Services, provide Halff access to a Project construction site which is the subject of the Services, including third party sites (but only if Client is reasonably able (as determined by Client) to obtain such access), if required; provided, however, Halff shall make its best efforts to coordinate all of its Services so as not to interfere with any of Client's or a construction contractor's operations at a Project construction site.

Section 14. Assignment, Subcontracts. This Agreement does not create any right or benefit to anyone other than Client and Halff, and this Agreement shall not be assigned, transferred, subcontracted, or otherwise conveyed by either party hereto without the prior written approval of the other party. No assignment, transfer, subcontract, or other conveyance will release or discharge Halff from any duty or responsibility under this Agreement and any Work Authorization.

Section 15. Non-Waiver. Failure of either Party hereto, at any time, to enforce a provision of this Agreement shall in no way or event constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term or provision of this Agreement shall be deemed waived or any breached excused unless the waiver or excusing of the breach shall be in writing and signed by the party claimed to have waived or excused. Further, any consent to or waiver of a breach shall not constitute consent to or waiver of or excuse of any other different or subsequent breach.

Section 18. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, the Parties agree to seek to negotiate the insertion of a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible, with the intent that such added provision is legal, valid and enforceable.

Section 19. Governing Law; Venue. This Agreement and any Work Authorization shall be governed and construed in accordance with the laws of the State of Texas, without reference to choice of laws rules of any jurisdiction. Venue for any action, lawsuit, or proceeding under or in connect with this Agreement shall lie exclusively in Dallas County, Texas.

Section 20. Miscellaneous.

(a) *Notices.* For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally

or if sent by Federal Express or other nationally recognized carrier; or seventy-two (72) hours after deposit if sent by certified mail.

Addresses for notices and communications are as follows:

To Halff:

Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

Attn: Walter Skipwith, P.E.

To Client:

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254

Attn: City Manager

From time to time either party may designate another address within the State of Texas for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

(b) *Conflict of Interest.* Halff covenants and represents that Halff, its owners, officers, employees, and representatives will to the best of their knowledge have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required in connection with any project for which Halff's Services are provided.

(c) *Survival.* Any claims, rights and remedies either party may have with respect to the other arising out of this Agreement and any Work Authorization and the performance thereof shall survive the cancellation, expiration or termination of this Agreement.

(d) *Authorized Signatories.* The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

(e) *Construction of Terms.* For purposes of this Agreement, (i) "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded, and (ii) "day" or "days" means calendar days. The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

(f) *Rights and Remedies Cumulative.* The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise.

(g) *No Third Party Benefits.* This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

(h) *Confidentiality.* Halff shall not divulge or release any information concerning its Services or this Agreement to the public or any third party without Client's prior written consent.

(i) *Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Client, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

(j) *Recitals; Exhibits.* The Recitals to this Agreement are incorporated into this Agreement and made a part hereof for all purposes. All appendices and exhibits to this Agreement referenced in this Agreement are incorporated herein by reference and made a part hereof for all purposes wherever reference is made to the same.

(k) *Entire Agreement.* The terms and conditions set forth herein, including any associated Work Authorizations, constitute the entire understanding and agreement of both parties with respect to the Services and to a Project for which such Services are being provided. Any amendment or revision to this Agreement shall be in writing and signed by an authorized representative from each party. Any oral modification or revision of this Agreement or any Work Authorization shall not operate to modify this Agreement or any Work Authorization.

In witness whereof, Halff and Client have caused this Agreement to be executed by their respective duly-authorized representatives as of this 5 day of February, 2014.

HALFF ASSOCIATES, INC.

By: Walter E. Skipwith

Typed name: Walter E. Skipwith

Title Chairman

Date of signing: 1/13/2014

TOWN OF ADDISON, TEXAS

By: Ron Whitehead
Ron Whitehead, City Manager

Date of signing: 2/5/14

Exhibit A

WORK AUTHORIZATION FORMAT AND REQUIREMENTS

- a. CITY may, from time to time, request CONSULTANT to perform work or render services hereunder ("Work"), including, without limitation, the following types of work and services:
 - Professional Services, including Engineering, Architecture and miscellaneous consulting;
 - Landscape Architecture;
 - Survey;
 - Right of Way Acquisition;
 - Geographic Information Systems (GIS);
 - Other professional services.
- b. CITY may submit its request(s) for Work to CONSULTANT in the form of a job order in a format similar to that provided in Exhibit A-1 attached or as mutually agreed upon by the parties to this Agreement. Upon CONSULTANT's acceptance of a job order, CONSULTANT shall commence the Work at the time specified by CITY and continue to diligently perform the Work without delay, in a safe and proper manner consistent with those services performed by similarly licensed and experience professional service CONSULTANTS, in strict conformity with the requirements contained in the job order. Each job order, and the Work to be performed thereunder, shall be governed by and subject to the terms and conditions of this Contract, regardless of whether this Contract is specifically referenced in such job order.
- c. CONSULTANT agrees to use its best diligent efforts to comply with the schedule requirements set forth and agreed for each project.
- d. Except as expressly and specifically permitted herein, in the event that any conflict exists between the provisions of this Contract and terms and conditions set forth in any job order, statement, purchase order, invoice, published rate schedule, delivery ticket or other type of memorandum, whether written or oral, between CITY and CONSULTANT pertaining to the subject matter hereof, the provisions of the Contract shall govern and control notwithstanding any provision to the contrary that may be contained in any such other instrument or agreement.

CONSULTANT's Work Authorizations shall be numbered sequentially using the sequence number in the name. For example, if the first Work Authorization under this Agreement and this Exhibit A, includes surveying and stream modeling, the applicable Work Authorization Number would be as follows:

Example: Work Authorization No. 1 – Surveying and Stream Modeling.

This nomenclature will allow the parties to see at a glance that this Work Authorization is the first Work Authorization of the project (i.e. 1) with a brief description of the services.

Exhibit A-1

WORK AUTHORIZATION CONFIRMATION

Work Authorization Number ___ :-

To: Town of Addison – Attn: Lisa Pyles **Date:** _____
From: Walter E. Skipwith, P.E., D.WRE **AVO:** 29751
Email: wskipwith@halff.com **Project:** MASTER SERVICES AGREEMENT (MSA)
BETWEEN THE TOWN OF ADDISON AND
HALFF ASSOCIATES, INC. FOR
PROFESSIONAL SERVICES DATED

As requested, Halff Associates is pleased to propose engineering and related services for Engineering for _____ . A detailed Scope of Services is included as Attachment 1.

It is estimated that these services can be accomplished for a lump sum fee of \$ _____ within a proposed completion time of _____, not including review time by the Town, its consultant, or permitting authorities. A detailed fee schedule is included as Attachment 2. Details of the project schedule are included as Attachment 3.

If this proposal meets with your approval, please sign below and return (1) copy to Halff Associates. Unless otherwise instructed in writing, the receipt of a fully executed Work Authorization will constitute approval of Work Authorization scope, fees and schedule and will serve as Halff's notice to proceed with the services described herein.

By: Lisa A. Pyles
(Print name)

Title: Director - Infrastructure Operations and Services

Signature: _____

Date: _____

- Attachment 1 – Scope of Services
- Attachment 2 – Fee Schedule
- Attachment 3 – Project Schedule
- Attachment 4 – Project Location

SIGNED: _____

COPIES:

- File Owner Contractor Other:

Work Session and Regular Meeting**Meeting Date:** 08/11/2015**Department:** Infrastructure- Development Services

AGENDA CAPTION:

Present, discuss, consider and take action regarding Work Authorization #15 for Les Lacs Pond Water Well Transfer Piping System Improvements under the Master Service Agreement with Halff Associates for an amount not to exceed \$70,000.

BACKGROUND:

In order to address on-going water quality concerns, Halff Associates has recommended various improvements to the Les Lacs Pond. The first of these recommended improvements is to reorient the water well discharge from the current north end to the south end of the pond to aid in pushing the water in the pond to the outflow that is located on the north end. Since the current discharge point of the well is on the north end, the well water does not reach the south end resulting in more stagnant water in that part of the pond. This change will help to force the water at the south end of the pond to flow to the north end thereby resulting in cleaner water throughout the pond.

On February 5, 2014, a Master Services Agreement (attached) was executed with Halff Associates for engineering design services primarily related to stormwater issues. The Agreement contemplated the development of Work Authorizations that would identify the work to be done, the terms and conditions pursuant to that work, the agreed upon fee, and any additional provisions applicable to the services. This work will be executed through a Work Authorization under this contract.

In relation to this Work Authorization, Halff will provide the following services: field reconnaissance for the preliminary route for the piping system taking into account the existing landscaping, sidewalks, irrigation structures, and pond edge; prepare the base design map and alignment drawings; design the well piping connection and associated appurtenances; preparation of bid documents and bid phase services; and construction phase services. The services will be performed for an amount not to exceed \$70,000

Halff Associates has performed multiple tasks under this agreement and have always been found to provide outstanding service.

RECOMMENDATION:

Administration recommends approval.

Fiscal Impact**Budgeted Yes/No:** No

Funding Source: Stormwater Fund

Amount: \$70,000

Attachments

WA 15 Piping

WA 15 Confirm

Half Associates- MSA

Work Authorization No. 15 –Les Lacs Pond Water Well Transfer Piping System Improvements

Attachment 1: Scope of Services

PROJECT DESCRIPTION

The scope of work to be performed under this Work Authorization shall generally consist of preliminary design, final design, bidding phase, and construction phase services for a well water pipeline system for discharging well water to the south end of Les Lacs pond. A water quality program and assessment has been completed and residence complaints regarding odors and appearance of the pond during summer conditions have been addressed. The purpose of the improvements is to assist in better water quality entering the pond. A water quality program will be developed outside the scope of this services.

CONSULTANT shall provide the following services in accordance with recognized industry standards which are similar in size, scope and budget to the project.

SCOPE OF SERVICES

3	Les Lacs Pond – Water Well Transfer Piping System - Preliminary Design Phase and Final Design Phase -	
3.1	Preliminary Design Phase -	
3.1.1		Halff shall perform Field resonance for preliminary route of piping system.
3.1.2		Halff shall review alignment in field with Town of Addison staff for feedback on adjusting the alignment. The meeting is listed under item 1 above.
3.1.3.	Topographic surveys	
3.1.3.1		Halff survey shall consist of surface improvements start from the North water well survey, inclusive of trees, sidewalks, flatwork, sprinkler heads, extending to the south limits of Pond in area of discharge of well water. The conceptual route is within 50 feet of the edge of the pond and would be a maximum of 1200 linear feet.
3.1.3.2		Survey would use baseline as the centerline of proposed piping improvements and survey surface improvements within 100 feet of centerline on public property.
3.1.4		3.1.4 Prepare working base map for design on 1 inch to 40 foot scale.

3.2	Prepare preliminary drawings	
3.2.1		Halff shall prepare Alignment drawing.
3.2.1.1.		Prepare alignment which is least disruptive to existing improvements.
3.2.2		Halff shall prepare pipeline profile drawing
3.2.2.1		Prepare profile design drawing which is least disruptive to existing improvements and as shallow as permissible.
3.3.a	Design of well piping connection, valving, fittings, bypass piping, piping outlet feature, system hydraulic curve, suggested erosion control plan, flow testing program, landscape repairs, sprinkler system repairs, concrete repairs, traffic control items, and address any removal and replacement items. Meet with Town of Addison for review, coordination, and comment solicitation. Meeting is listed under item 1 above.	
3.3b.	Provide Internal Review for Quality assurance/quality control	
3.4	The design is based on minimal disturbances to pond liner, and existing water surface disturbances.	
3.5	Design of piping system is based on the determination that the Les Lacs Pond is not under US Army Corps of Engineers Waters of the U. S. regulations, and the existing Habitat assessment memo has demonstrated absence of no state listed threatened mussel species.	

3.6	Design of technical specifications for piping system is based on the determination that the Les Lacs Pond is not under US Army Corps of Engineers Waters of the U. S. regulations, and the existing Habitat assessment memo has demonstrated absence of no state listed threatened mussel species.	
3.7	Prepare 2 monthly progress reports and perform regular quality reviews.	
3.8	Up to two (2) project meetings with town staff during design phase.	

--	--

5	Bid Phase and Construction Phase Services for Water Well Transfer Piping Improvements	
5.1	Prepare Front end Bid documents and specifications for piping improvement project.	
5.2	Prepare environmental permit specifications including restoration and fish relocation guidance and requirements.	
5.3	Bid phase services	
5.3.1		Attend pre- bid meeting.
5.3.2		Prepare addenda as required.
5.3.3		Attend bid opening.
5.3.4		Tabulate bids.
5.3.5		Contact references of apparent low bidder.
5.3.6		Provide bid tabulations and reference results.
5.4	Construction and post-construction phase services.	
5.4.1		Attend pre-construction meeting
5.4.2		Establish three (3) horizontal and vertical survey control points for contractors use.

5.4.3		Three (3) site visits with staff as described under item 1 above.
5.4.4		Perform in conjunction with the Contractor and the Town of Addison a well pumping test to measure well drawn down and pumping flow performance.
5.4.5		Assist Owner in and warranty claims during the 12 months warranty period.
5.4.6		Prepare record drawings based on contractors and town staff mark-ups (town shall not hold consultant liable for the information supplied to the consultant).

Work Authorization No. 15 –Les Lacs Pond Water Well Transfer Piping System Improvements**Attachment 2: Fee Schedule**

No.	Phase & Task Description	Task Fee	Phase Total
3	<u>Water Well Transfer Piping System – Preliminary Design Phase and Final Design Phase –</u>	\$37,000	
5	<u>Bid Phase and Construction Phase Services for Water Well Transfer Piping Improvements –</u>	\$33,000	
	Work Authorization #15 Total Fee		\$70,000

Work Authorization No. 15 –Les Lacs Pond Water Well Transfer Piping System ImprovementsAttachment 3: **Project Schedule**

No.	Activity	Duration (days)
3	<u>Water Well Transfer Piping System – Preliminary Design Phase and Final Design Phase –</u>	90
5	<u>Bid Phase and Construction Phase Services for Water Well Transfer Piping Improvements –</u>	90

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made by and between Halff Associates, Inc., a Texas corporation (herein sometimes referred to as "Halff") with an address at 1201 N. Bowser, Richardson, TX 75081 and the Town of Addison, Texas with an address at 16801 Westgrove Drive, Addison, Texas 75001 (herein sometimes referred to as "Client") (Halff and Client are sometimes referred to herein together as the "parties" and individually as a "party").

Recitals:

1. Halff is engaged in the business of providing various types of professional work and services, including engineering, architecture, landscape architecture, surveying, and other professional work and services identified generally in Exhibit A attached hereto and incorporated herein.

2. From time to time, Client has a need for the work and services that Halff provides, and may request Halff to provide one or more of the work and services identified in Exhibit A. As set forth in this Agreement, any such request will be made in writing to Halff, and the specific work and services to be provided by Halff pursuant to such request will be described in an instrument entitled "Work Authorization," the form of which is attached to this Agreement as Exhibit A-1.

3. In anticipation of the parties' agreeing to one or more Work Authorizations, Halff and Client desire by this Agreement to set forth certain of the terms, conditions and provisions that will govern Work Authorizations.

NOW, THEREFORE, for and in consideration of the above and foregoing Recitals, the benefits flowing to the parties, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, Halff Associates, Inc. and the Town of Addison, Texas do contract and agree as follows:

Section 1. Work Authorizations and Scope of Services. As set forth in the Recitals, this Agreement anticipates the execution of one or more written Work Authorizations (see Exhibit A-1, Sample Work Authorization) and sets forth the terms and conditions pursuant to which Halff will provide Client the work and services (referred to herein as the "Services") specified herein and in each Work Authorization. Each Work Authorization shall specify the scope of Services to be performed, a general description of Client's project for which the Services are to be provided (the "Project"), the time period for performance, the agreed-upon fees, and any additional provisions applicable to such Services.

Halff shall serve as Client's design professional representative for each Work Authorization, providing professional services, consultation and advice with respect thereto. Halff's Services consist of that work and services performed by Halff and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants as more specifically defined in the individual Work Authorizations.

Halff shall not begin work on any Services until Client directs Halff in writing to proceed.

Section 2. Performance of Services; Standard of Care.

A. Halff will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by reputable members of Halff's profession then providing similar services and practicing in the same locality, under similar conditions and at the date the Services are provided.

B. If included in a Work Authorization, the Services during construction of a Project for which the Services were provided will be limited to observation and testing of construction operations, except as may otherwise be set forth in the Work Authorization. Halff will not be responsible for constant or exhaustive inspection of the Project construction work, the means and methods of construction or the safety procedures employed by others.

C. Notwithstanding the foregoing or any other provision of this Agreement or any Work Authorization:

1. Halff represents and warrants that it is authorized by the State of Texas, as may be required by applicable law, rule, or regulation, to practice and provide the Services set forth in this Agreement and that any necessary licenses, permits or other authorization to perform such Services have been acquired as required by such law, rule, or regulation.

2. Halff and Client agree and acknowledge that Client is entering into this Agreement in reliance on Halff's professional abilities with respect to performing the Services described herein and in any Work Authorization.

3. Halff agrees to use its professional skill, judgment and abilities in the performance of the Services hereunder and shall abide by the standard of professional ethics and use the skill, care, and diligence commensurate with the requirements of its profession as is used by reputable members of its profession currently performing the same services in the Dallas, Texas metroplex area under similar conditions.

4. Halff shall perform the Services in accordance with all applicable laws, statutes, ordinances, regulations, codes and rules of any federal, state or local governmental entity, including the Town of Addison, or agency having jurisdiction over any matter related to this Agreement or any Project for which the Services are being provided by Halff, and in accordance with the standard of care set forth herein. Additionally, Halff agrees to perform its Services in a manner consistent with those standards, policies and orders that are applicable to the Services and which are timely provided to Halff, in writing, by Client, it being understood and agreed that Halff would not necessarily have such knowledge without same being provided by Client.

D. Halff shall perform all Services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such Services consistent with the standards set forth herein and shall cause all subcontracted Services to be similarly undertaken and performed. Halff agrees to perform its Services in accordance and a manner consistent with the terms and conditions of this Agreement, including (without limitation) the standard of care set forth in this Agreement. Halff shall re-perform and otherwise remedy any Services provided by or for Halff (including any subcontracted Services) not meeting or satisfying the standard of care set forth herein without additional compensation.

E. Notwithstanding Client's review, approval or acceptance of any Services, and including any drawings, plans, documents, designs, materials, reports, proposals, records, specifications, deliverables, or any other instruments representing Halff's professional services prepared by or for Halff under or in connection with this Agreement (collectively, "Drawings"), Halff represents that such Services, including any Drawings shall be performed and provided in a manner consistent with the standard of care identified above.

Approval or acceptance by Client of any Services provided by or for Halff, and including any Drawings, shall not constitute nor be deemed a release of the responsibility and liability of Halff, its owners, officers, managers, employees, subcontractors, and consultants for the accuracy and competency of the same (and Halff shall be and remain liable to Client for damages caused by Halff's negligent or intentionally wrongful performance, acts or omissions, or willful misconduct, under this Agreement), nor shall such approval or acceptance be deemed to be an assumption of or an indemnification for such responsibility or liability by Client, including for any defect, error or omission in the same, it being understood that Client at all times is relying on Halff's skill and knowledge in preparing and providing the Services, including Drawings. Halff shall be wholly and solely responsible for the Services provided by any owner, officer, manager, employee, representative, agent, contractor or subcontractor of Halff.

F. Except for Halff's contractors and subcontractors, Halff has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, therefore, Halff's opinion of probable construction costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a professional engineer (or architect or other professional providing service to Client, as the case may be). Halff does not guarantee that proposals, bids, or actual project costs will not vary from Halff's cost estimates (opinions of probable construction cost) or that actual schedules will not vary from Halff's projected schedules. Halff agrees to promptly advise Client if it is or becomes aware or is provided with actual knowledge that construction or other costs may exceed the latest approved Project budget. If Halff is or becomes aware of the same, or such information is provided to Halff, it agrees to assist Client by making recommendations for corrective action.

G. Except as set forth in this Agreement and in any Work Authorization, Halff makes no other representation, guarantee, or warranty, express or implied, regarding the Services, communication (oral or written), report, opinion, or instrument of service provided under this Agreement.

Section 3. Halff's Responsibilities.

Notwithstanding any other provision of this Agreement, Halff will perform the Services as an independent contractor and shall not act as or be construed to be, and none of its owners, officers, employees, representatives, agents, contractors, or subcontractors shall act as or be construed to be, an agent or employee of Client, and nothing in this Agreement or any Work Authorization is intended to nor shall be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the parties hereto or to allow Client to exercise discretion or control over the professional manner in which Halff performs the Services which are the subject matter of this Agreement. Halff shall be solely responsible for the conduct of its own employees and for any of its employees' compensation, benefits, contributions, and payroll taxes. Halff shall be wholly and solely responsible for any work or services provided by any

owner, officer, employee, agent, representative, contractor or subcontractor of Halff. Halff will (i) provide qualified staff to perform the Services specified in any Work Authorization; (ii) maintain records of site activities and costs for each Project for which Halff provides Services to Client for a period of four (4) years from completion of Halff's Services; (iii) work, to the extent reasonably possible, in coordination with Client's employees, contractors, consultants and other site staff so as not to impede the progress of a Project; and (iv) require its personnel to maintain a safe, clean and orderly work environment.

Halff shall be responsible for the professional quality, technical accuracy, and the coordination of all Drawings all work and Services furnished by, for, or on behalf of Halff under this Agreement.

Section 4. Term and Termination.

A. Term. The term of this Agreement shall commence on the date of execution of this Agreement, and shall continue in effect for a period of one (1) year thereafter (the "Initial Term"), or until terminated by either party as provided herein. Following the Initial Term and unless Client notifies Halff at least 30 days prior to the end of the Initial Term or any Renewal Term that Client is electing not to renew this Agreement (the "Non-Renewal Notice"), and subject to the termination provisions of this Agreement, this Agreement shall automatically renew for an additional one (1) year period and thereafter will automatically renew on each one year anniversary date for successive one (1) year periods, not to exceed three in number (so that, after the Initial Term, this Agreement will automatically renew for a total of four (4) successive one year periods, subject, however, to the Client's election to not renew this Agreement by giving Halff a Non-Renewal Notice, and to the termination provisions hereof) (each such successive one year period following the Initial Term being a "Renewal Term"). Each Renewal Term shall be on the same and subject to the terms, provisions, and conditions of this Agreement.

B. Termination for Convenience. This Agreement and/or any Work Authorization may be suspended or terminated at any time and for any (or no) reason by Client, in Client's sole discretion, by Client giving to Halff written notice of such suspension or termination, with such suspension or termination to be effective thirty (30) days after Halff's receipt of such notice or as may otherwise be described in such notice. In the event of such suspension or termination by Client, Halff shall have no recourse against Client except for payment of the Services of Halff performed hereunder in accordance with and subject to the terms, conditions, and provisions of this Agreement and for which Halff has not been paid.

C. Termination for Cause. Either party may terminate this Agreement (and any Work Authorization) if the other party breaches this Agreement (or Work Authorization, as the case may be) and (i) such breach remains uncured for a period of ten (10) days after notice thereof (which notice shall specifically identify the breach) is received by the breaching party, or (ii) if the breach cannot with diligence be cured within the said ten (10) day period, if within such ten (10) day period the breaching party provides the non-breaching party written notice of the curative measures which it proposes to undertake which are acceptable to the non-breaching party, and proceeds promptly to initiate such measures to cure such failure, and thereafter prosecutes the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity, but in any event not to exceed twenty (20) days following the occurrence of the breach.

D. Client shall compensate Halff for all Services properly performed by Halff under this Agreement and in accordance with the terms, conditions, and provisions hereof through the date of any termination. Upon the termination of this Agreement and any Work Authorization for any reason, Halff shall cause to be promptly delivered to Client a copy of all of Drawings (whether completed or partially completed) prepared by or for Halff in connection with this Agreement (and/or any Work Authorization). Upon termination of this Agreement for any reason, if Client has compensated Halff for Services not yet performed, Halff shall promptly return such compensation to Client.

Section 5. Compensation.

A. Halff shall be compensated for its Services either on a (i) time-and-materials basis with a not to exceed amount, (ii) fixed-price basis, or (iii) any other method, as mutually agreed upon and as specified in each Work Authorization.

B. Halff shall submit its invoices for Services rendered to Client monthly, which invoices shall be in form and content satisfactory to Client. Each invoice shall be accompanied by such documentation as Client may reasonably require to verify the accuracy of the invoice, including (i) identification of the personnel of Halff providing Services, the number of hours (or portion thereof) of Services provided by each such person, and the then current hourly billing rates for each such person, (ii) an itemized statement of reimbursable costs incurred (if any) and copies of any receipts or other documentation in support thereof, and (iii) the sum of all prior payments under this Agreement and any Work Authorization. Notwithstanding any terms to the contrary, Client agrees that Services performed on a fixed-price basis, including but not necessarily limited to a lump sum basis, shall not require Halff to submit those items listed in subitem (i) above. Halff shall not be entitled to any compensation for any Services not actually performed or for any lost profits as a result of any abandonment, termination, or suspension of any Services by Client. Except for any amount included in the invoice that Client may dispute in writing and subject to the terms, conditions and provisions of this Agreement, Client will pay Halff within thirty (30) days after the date of Client's receipt of Halff's invoice, and interest on an overdue payment may be charged to Client in accordance with Chapter 2251, Tex. Gov. Code. Interest on amounts that are past due shall be computed from the date the payment becomes overdue. Any provision hereof to the contrary notwithstanding, Client shall not be obligated to make payment to Halff hereunder if:

1. Halff is in default of any of its obligations under this Agreement, any Work Authorization, or any other documents in connection with a Project (and payment may be withheld to the extent of any such default);
2. Any part of such payment is attributable to any Services of Halff which are not performed in accordance with this Agreement and/or any applicable Work Authorization;
3. Halff has failed to make payment promptly to subcontractors or consultants or other third parties used by Halff in connection with Halff's Services hereunder for which the Client has made payment to Halff, or
4. If Client, in its good faith judgment and after consultation with Halff, determines that the portion of the compensation then remaining unpaid will not be sufficient

to complete the Halff's Services under this Agreement and/or any Work Authorization, no additional payments will be made to Halff hereunder unless and until Halff performs a sufficient portion of its Services so that such portion of the compensation remaining unpaid is determined by Client to be sufficient to complete the Halff's Services.

D. Halff shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. With at least seven (7) days notice to Halff, Client and Client's representatives shall be afforded reasonable access to Halff's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, memoranda, and other data relating to this Agreement during normal business hours at its Richardson, Texas office set forth above in order to audit or inspect the same. Halff shall preserve all such related documentation for a period of five (5) years after final payment is made to Halff.

Section 6. Insurance. At all times in connection with this Agreement, Halff shall purchase, provide and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

A. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$2,000,000 products/ completed operations aggregate) and contractual liability (including any indemnity obligations set forth in this Agreement). Coverage for products/completed operations must be maintained for at least two (2) years after the Services have been completed.

B. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

C. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

D. Professional Liability coverage at minimum limits of \$5,000,000 covering claims resulting from acts, errors and omissions in the performance of professional services. A separate per project policy limit is to apply to the Services. This coverage must be maintained for at least four (4) years after any project for which professional services are provided is finally completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and during the four year period thereafter described herein.

With reference to the foregoing insurance, Halff shall specifically endorse applicable insurance policies as follows:

A. The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.

- B. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
- C. A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the Workers Compensation and all liability policies.
- D. All insurance policies shall be endorsed to require the insurer to notify the Town of Addison Texas at least 30 days prior to any material change in the insurance coverage.
- E. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least 30 days notice prior to cancellation or non-renewal of the insurance.
- F. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- G. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- H. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance, satisfactory to Client, shall be prepared and executed by the insurance company or its authorized agent, delivered to Client simultaneously with the delivery of this fully executed Agreement (and updated as needed at least two weeks prior to the expiration of any applicable required coverage), and shall contain provisions representing and warranting the following:

- A. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
- B. Shall specifically set forth the notice-of-cancellation and termination provisions to the Town of Addison, Texas.

Upon request, Consultant shall furnish the Client with complete copies of all insurance policies certified to be true and correct by the insurance carrier. Client reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by Client.

Section 7. Changes. Client or Halff may request changes to the scope of Services by altering, adding to, or deleting from the Services to be performed by Halff. If a change is requested, the parties agree to reasonably negotiate in good faith to determine changes in scope, any needed equitable adjustment to the price and time for performance of the affected Work Authorization, and if mutually agreed upon by the parties, to execute an amended Work Authorization.

Section 8. Force Majeure. Neither Halff nor Client is liable one to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threats of terrorism, or other events or reasons of a like nature which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party; in such event, the party obligated to perform shall give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay.

Section 9. Instruments of Service.

A. All Drawings shall be, belong to, and remain the sole property of Client for Client's exclusive use or re-use at any time without further compensation and without any restrictions. Without limiting the foregoing or any other provision of this Agreement, Client shall have the right to use the same for the purpose of completing the Project for which the Drawings were prepared. Should Client use the same for modifications or extensions of the Project for which the Drawings were prepared or on any other project without Halff's written consent to such use, Client does so at its own risk. At the time of completion of a Project, upon completion of the Services of Halff, at the time of any earlier termination of this Agreement, or at any time at the request of Client, Halff shall promptly provide all such Drawings to Client. Provided, however, Halff shall not be liable for any errors or omissions contained in any Drawings which are incomplete as a result of a suspension or termination where Halff is unable, because of such suspension or termination, to complete such Drawings.

B. Halff agrees to and does hereby grant and assign to Client all intellectual property rights (whether copyright or otherwise) in and to all Drawings in which Halff may have a copyright or other intellectual property interest, and to all Drawings as to which Halff may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Without limiting any other provision of this Agreement, Halff represents, to the best of its information, knowledge and belief that Client's use of such Drawings will not infringe upon any third parties' rights.

C. Notwithstanding any term or terms to the contrary, it is understood and agreed by the parties that nothing contained herein is intended to convey any intellectual property or any other rights to software, hardware or other tangible or intangible property that may be owned by others.

Section 10. Client's Responsibilities. Client agrees to convey and discuss with Halff all available material, data, and information possessed by Client pertaining to the Services, including, without limitation, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site or Project.

Section 11. Halff's Indemnity Obligation.

A. In consideration of the granting of this Agreement and notwithstanding any other provision of this Agreement, Halff agrees to INDEMNIFY and HOLD HARMLESS

Client and Client's elected and appointed officials, its officers, employees, agents, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, "Client Persons" and each being a "Client Person"), from and against any and all damages, including but not limited to damages for, related to, or arising out of injuries (including but not limited to death), losses, expenses, liability, penalties, proceedings, judgments, actions, demands, causes of action, suits, harm, and costs (including reasonable attorneys' fees and costs of defense), made upon or incurred by Client or by any other Client Persons directly or indirectly (collectively, "Claims"), that are caused by or result from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Halff or by Halff's employee, or Halff's agent, consultant under contract, or another entity over which Halff exercises control (Halff's employee, agent, consultant under contract, or such other entity being, collectively, "Halff Persons").

SUCH INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR INTENTIONAL TORT OF AN ADDISON PERSON. However, when Claims arise out of the co-negligence or other co-liability of Client or other Client Person and Halff or any Halff Persons, Halff's liability under this Article shall be reduced by that portion of the total amount of the Claims (excluding attorneys' fees and costs incurred in defense of Claims) equal to Client Person or Persons' proportionate share of the negligence or other liability that caused the loss attributable to such negligence or other liability. Likewise, in such instance, Halff's liability for Client Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Client Person or Persons' proportionate share of the negligence or other liability that caused the loss attributable to such negligence or other liability.

B. The provisions in the foregoing subsection A. of this Section 11 are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect (including, without limitation, for violating Section 271.904(a), Tex. Loc. Gov. Code, or Section 130.002(b), Tex. Civ. Prac. & Rem. Code), such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and the provisions of subsection A. of this Section 11 shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement.

C. Halff shall promptly advise Client in writing of any claim or demand against Client or any other Client Person, Halff, or Halff Person arising out of Halff's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Halff's sole cost and expense. Client Persons shall have the right, at Client Persons' option and at own expense, to participate in such defense without relieving Halff of any of its obligations hereunder. The obligations set forth in this Section shall survive the expiration or termination of this Agreement.

Section 12. No Control of Means or Methods of Others. Halff will not have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of Client's separate contractors in connection with a Project for which Halff provides Services. Halff's Services do not include any

construction site safety obligations required for a Project by any applicable government code or regulation.

Section 13. Site Access. Client shall, as may be reasonably requested by Halff for the successful and timely completion of Services, provide Halff access to a Project construction site which is the subject of the Services, including third party sites (but only if Client is reasonably able (as determined by Client) to obtain such access), if required; provided, however, Halff shall make its best efforts to coordinate all of its Services so as not to interfere with any of Client's or a construction contractor's operations at a Project construction site.

Section 14. Assignment, Subcontracts. This Agreement does not create any right or benefit to anyone other than Client and Halff, and this Agreement shall not be assigned, transferred, subcontracted, or otherwise conveyed by either party hereto without the prior written approval of the other party. No assignment, transfer, subcontract, or other conveyance will release or discharge Halff from any duty or responsibility under this Agreement and any Work Authorization.

Section 15. Non-Waiver. Failure of either Party hereto, at any time, to enforce a provision of this Agreement shall in no way or event constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term or provision of this Agreement shall be deemed waived or any breached excused unless the waiver or excusing of the breach shall be in writing and signed by the party claimed to have waived or excused. Further, any consent to or waiver of a breach shall not constitute consent to or waiver of or excuse of any other different or subsequent breach.

Section 18. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, the Parties agree to seek to negotiate the insertion of a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible, with the intent that such added provision is legal, valid and enforceable.

Section 19. Governing Law; Venue. This Agreement and any Work Authorization shall be governed and construed in accordance with the laws of the State of Texas, without reference to choice of laws rules of any jurisdiction. Venue for any action, lawsuit, or proceeding under or in connect with this Agreement shall lie exclusively in Dallas County, Texas.

Section 20. Miscellaneous.

(a) *Notices.* For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally

or if sent by Federal Express or other nationally recognized carrier; or seventy-two (72) hours after deposit if sent by certified mail.

Addresses for notices and communications are as follows:

To Halff:

Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

Attn: Walter Skipwith, P.E.

To Client:

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254

Attn: City Manager

From time to time either party may designate another address within the State of Texas for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

(b) *Conflict of Interest.* Halff covenants and represents that Halff, its owners, officers, employees, and representatives will to the best of their knowledge have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required in connection with any project for which Halff's Services are provided.

(c) *Survival.* Any claims, rights and remedies either party may have with respect to the other arising out of this Agreement and any Work Authorization and the performance thereof shall survive the cancellation, expiration or termination of this Agreement.

(d) *Authorized Signatories.* The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

(e) *Construction of Terms.* For purposes of this Agreement, (i) "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded, and (ii) "day" or "days" means calendar days. The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

(f) *Rights and Remedies Cumulative.* The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise.

(g) *No Third Party Benefits.* This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

(h) *Confidentiality.* Halff shall not divulge or release any information concerning its Services or this Agreement to the public or any third party without Client's prior written consent.

(i) *Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Client, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

(j) *Recitals; Exhibits.* The Recitals to this Agreement are incorporated into this Agreement and made a part hereof for all purposes. All appendices and exhibits to this Agreement referenced in this Agreement are incorporated herein by reference and made a part hereof for all purposes wherever reference is made to the same.

(k) *Entire Agreement.* The terms and conditions set forth herein, including any associated Work Authorizations, constitute the entire understanding and agreement of both parties with respect to the Services and to a Project for which such Services are being provided. Any amendment or revision to this Agreement shall be in writing and signed by an authorized representative from each party. Any oral modification or revision of this Agreement or any Work Authorization shall not operate to modify this Agreement or any Work Authorization.

In witness whereof, Halff and Client have caused this Agreement to be executed by their respective duly-authorized representatives as of this 5 day of February, 2014.

HALFF ASSOCIATES, INC.

By: Walter E. Skipwith

Typed name: Walter E. Skipwith

Title Chairman

Date of signing: 1/13/2014

TOWN OF ADDISON, TEXAS

By: Ron Whitehead
Ron Whitehead, City Manager

Date of signing: 2/5/14

Exhibit A

WORK AUTHORIZATION FORMAT AND REQUIREMENTS

- a. CITY may, from time to time, request CONSULTANT to perform work or render services hereunder ("Work"), including, without limitation, the following types of work and services:
 - Professional Services, including Engineering, Architecture and miscellaneous consulting;
 - Landscape Architecture;
 - Survey;
 - Right of Way Acquisition;
 - Geographic Information Systems (GIS);
 - Other professional services.
- b. CITY may submit its request(s) for Work to CONSULTANT in the form of a job order in a format similar to that provided in Exhibit A-1 attached or as mutually agreed upon by the parties to this Agreement. Upon CONSULTANT's acceptance of a job order, CONSULTANT shall commence the Work at the time specified by CITY and continue to diligently perform the Work without delay, in a safe and proper manner consistent with those services performed by similarly licensed and experience professional service CONSULTANTS, in strict conformity with the requirements contained in the job order. Each job order, and the Work to be performed thereunder, shall be governed by and subject to the terms and conditions of this Contract, regardless of whether this Contract is specifically referenced in such job order.
- c. CONSULTANT agrees to use its best diligent efforts to comply with the schedule requirements set forth and agreed for each project.
- d. Except as expressly and specifically permitted herein, in the event that any conflict exists between the provisions of this Contract and terms and conditions set forth in any job order, statement, purchase order, invoice, published rate schedule, delivery ticket or other type of memorandum, whether written or oral, between CITY and CONSULTANT pertaining to the subject matter hereof, the provisions of the Contract shall govern and control notwithstanding any provision to the contrary that may be contained in any such other instrument or agreement.

CONSULTANT's Work Authorizations shall be numbered sequentially using the sequence number in the name. For example, if the first Work Authorization under this Agreement and this Exhibit A, includes surveying and stream modeling, the applicable Work Authorization Number would be as follows:

Example: Work Authorization No. 1 – Surveying and Stream Modeling.

This nomenclature will allow the parties to see at a glance that this Work Authorization is the first Work Authorization of the project (i.e. 1) with a brief description of the services.

Exhibit A-1

WORK AUTHORIZATION CONFIRMATION

Work Authorization Number ___ :-

To: Town of Addison – Attn: Lisa Pyles

Date: _____

From: Walter E. Skipwith, P.E., D.WRE

AVO: 29751

Email: wskipwith@halff.com

Project: MASTER SERVICES AGREEMENT (MSA)
BETWEEN THE TOWN OF ADDISON AND
HALFF ASSOCIATES, INC. FOR
PROFESSIONAL SERVICES DATED

As requested, Halff Associates is pleased to propose engineering and related services for Engineering for _____ . A detailed Scope of Services is included as Attachment 1.

It is estimated that these services can be accomplished for a lump sum fee of \$ _____ within a proposed completion time of _____, not including review time by the Town, its consultant, or permitting authorities. A detailed fee schedule is included as Attachment 2. Details of the project schedule are included as Attachment 3.

If this proposal meets with your approval, please sign below and return (1) copy to Halff Associates. Unless otherwise instructed in writing, the receipt of a fully executed Work Authorization will constitute approval of Work Authorization scope, fees and schedule and will serve as Halff's notice to proceed with the services described herein.

By: Lisa A. Pyles

(Print name)

Title: Director - Infrastructure Operations and Services

Signature: _____

Date: _____

- Attachment 1 – Scope of Services
- Attachment 2 – Fee Schedule
- Attachment 3 – Project Schedule
- Attachment 4 – Project Location

SIGNED: _____

COPIES:

- File Owner Contractor Other:

Work Session and Regular Meeting

Meeting Date: 08/11/2015

Department: Infrastructure- Development Services

AGENDA CAPTION:

Present, discuss, consider and take action regarding Work Authorization #16 for Les Lacs Pond Water Quality Monitoring and Well Pump Operation Program under the Master Service Agreement with Halff Associates for an amount not to exceed \$93,000.

BACKGROUND:

In order to address on-going water quality concerns, Halff Associates has recommended various improvements to the Les Lacs Pond. One of these recommended improvements is to develop a water monitoring program and a water well standard operating procedure. The program involves monitoring water quality characteristics and recommending corrective actions for operating the well and improving conditions at the pond. The services will be performed for an amount not to exceed \$93,000.

On February 5, 2014, a Master Services Agreement (attached) was executed with Halff Associates for engineering design services primarily related to stormwater issues. The Agreement contemplated the development of Work Authorizations that would identify the work to be done, the terms and conditions pursuant to that work, the agreed upon fee, and any additional provisions applicable to the services. This work will be executed through a Work Authorization under this contract.

The scope of work to be performed under this Work Authorization shall generally consist of environmental services necessary to conduct a limited water quality assessments of the Les Lacs Pond, a water quality start up program (20 day), and a water quality periodic monitoring program (90 day). A water quality assessment has been completed and residence complaints regarding odors and appearance of the pond during summer conditions have been noted and will be addressed. The purpose of the program is to monitor water quality characteristics and recommend corrective actions for operating the well and improving conditions at the pond.

Halff Associates has performed multiple tasks under this agreement and have always been found to provide outstanding service.

RECOMMENDATION:

Administration recommends approval.

Fiscal Impact

Budgeted Yes/No: No

Funding Source: Stormwater Fund

Amount: \$93,000

Attachments

WA 16 Monitoring

WA 16 Monitoring Confirm

Half Associates-MSA

Work Authorization No. 16 –Les Lacs Pond Water Quality Monitoring Program and Well Pump Operation

Attachment 1: Scope of Services

PROJECT DESCRIPTION

The scope of work to be performed under this Work Authorization shall generally consist of environmental services necessary to conduct a limited water quality assessments of the Les Lacs Pond, a water quality start up program (20 day), and a water quality periodic monitoring program (90 day). A water quality assessment has been completed and residence complaints regarding odors and appearance of the pond during summer conditions have been addressed. The purpose of the program will involve monitoring water quality characteristics and recommended corrective actions for operating the well and improving conditions at the pond.

CONSULTANT shall provide the following services in accordance with recognized industry standards which are similar in size, scope and budget to the project.

SCOPE OF SERVICES

6.1 Startup Services Water Quality Program

- 6.1.1.** Halff shall Set up the communication process to get all entities involved such as Owner (Staff and Operators), Engineer, and Contractors (well pump supplier, electrical, and well piping, transfer piping) before startup of facility. Prepare procedures for disciplines, roles in startup and review with all parties involved in the project.
- 6.1.2** Halff shall coordinate and conduct training for staff and operators on systems before startup.
- 6.1.3** Halff shall set up startup meeting for monitoring well flow with in pond.
- 6.1.4** Halff shall develop testing program for water quality analysis for staff.
- 6.1.5** Write laboratory testing protocol sections.
- 6.1.6** Water quality sampling and monitoring is weather and precipitation dependent. Monitoring program should be scheduled based on climate that are conducive to water quality likely becoming undesirable, such as high heat, and low runoff conditions. The program would be mutually agreed upon by the engineer and the Client.

- 6.1.7** Assist staff in preparation of testing program protocol and water quality initial recommendations. Prepare recommended water quality measurement testing program and operations. The water quality parameters measured onsite are initially intended to be Temperature, pH, and clarity. Laboratory testing should be initially planned for 5 day BOD, DO, TDS, Total Nitrogen, Chlorophyll-a, and Total Phosphorus. Sampling and testing water program will be a Town of Addison program with municipal funding sources. Frequency of testing will initially be at two (2) week intervals. Results of testing shall be prepared in a written format by Town of Addison staff and supplied to engineer. **Water quality testing costs will be the responsibility of the Town.**
- 6.1.8** Prepare draft procedures for operators and review with all parties involved in the project.
- 6.1.9** In conjunction with Addison staff monitor staff testing of water quality for 20 day period, twice a week.
- 6.1.10** Review staffs operating logs for system monitoring to minimize run times.
- 6.1.11** In conjunction with Addison staff assess startup and testing procedures in water quality program.
- 6.1.12** Halff shall tabulate Analysis of 20 day testing results.
- 6.1.13** Project future water quality testing program requirements.
- 6.2.14** Halff shall coordinate with Staff operators proper system monitoring and maintenance to maximize system downtime and minimize run times.
- 6.1.15.** Halff shall meet with Staff Operations for feedback on 20 day testing in four separate meetings.
- 6.1.16.** Incorporate comments into final draft of report on water quality testing program.
- 6.1.17.** Presentation of tabulation of final results to staff.

6.2 Water Quality Monitoring Program.

- 6.2.1.** Following the 20 day startup phase Halff shall Coordinate with Staff Operators from start up phase and assist the staffs collection of water quality data collection and proper documentation of all relevant data for 90 day period.

- 6.2.2 Water quality sampling and monitoring is weather and precipitation dependent. Monitoring program should be scheduled based on climate that are conducive to water quality likely becoming undesirable, such as high heat, and low runoff conditions. The program would be mutually agreed upon by the engineer and the Client.
- 6.2.3 Halff shall write up process for onsite staff administered water quality testing program for staff administered protocol sections.
- 6.2.4. Halff shall write up the laboratory testing schedule and protocol sections. **Water quality testing costs will be the responsibility of the Town.** Coordinate Town Testing personnel for monitoring testing schedules.
- 6.2.5 Coordinate with Staff operators proper system monitoring and maintenance to maximize system downtime and minimize run times.
- 6.2.6 Review staffs operating logs for system monitoring and develop program to maximize system downtime.
- 6.2.7 Review staffs operating logs for system monitoring to develop program for systems minimizing run times.
- 6.2.8 Bimonthly meeting with Owner for three (3) months after system acceptance to review system operations for a total of 6 meetings.
- 6.2.9 Based on results of testing program Halff shall develop a written recommended program for running well water to freshen the existing pond water. The method would be based around an as needed methodology of running the well versus changes of pond water quality.
- 6.2.10. Halff shall write introduction, summary. And executive summary.
- 6.2.11 Presentation of write up to staff of final draft

Work Authorization No. 16 –Les Lacs Pond Water Quality Monitoring Program and Well Pump Operation

Attachment 2: Fee Schedule

No.	Phase & Task Description	Task Fee	Phase Total
6.1	<u>Startup Services Water Quality Program</u>	\$58,000	
6.2	<u>Water Quality Monitoring Program.</u>	\$35,000	
	Work Authorization #16 Total Fee		\$93,000

Work Authorization No. 16 –Les Lacs Pond Water Quality Monitoring Program and Well Pump Operation

Attachment 3: **Project Schedule**

No.	Activity	Duration (days)	Anticipated Completion Date
6.1	<u>Startup Services Water Quality Program</u>	30	
6.2	<u>Water Quality Monitoring Program.</u>	100	

*note that program is based on program being run during water quality conditions of medium to poor conditions.

TOWN OF ADDISON, TEXAS

WORK AUTHORIZATION CONFIRMATION

Work Authorization No. 16 –Les Lacs Pond Water Quality Monitoring Program and Well Pump Operation

To: Town of Addison - Attn: Lisa Pyles Date: 06/29/2015

From: Walter E. Skipwith, P.E., D.WRE AVO: 29751

Email: wskipwith@halff.com Project: MASTER SERVICES AGREEMENT (MSA) BETWEEN THE TOWN OF ADDISON AND HALFF ASSOCIATES, INC. FOR PROFESSIONAL SERVICES DATED _____.

As requested, Halff Associates is pleased to propose engineering and related services for the Les Lacs Pond Water Quality Program preparation and implementation. A detailed Scope of Services is included as Attachment 1.

It is estimated that these services can be accomplished for a lump sum fee of **\$ 93,000** within a proposed completion time of 130 days from well and piping improvement completion, not including review time by the Town, its consultant, or permitting authorities. A detailed fee schedule is included as Attachment 2 and a detailed project schedule is shown in Attachment 3.

If this proposal meets with your approval, please sign below and return (1) copy to Halff Associates. Unless otherwise instructed in writing, the receipt of a fully executed Work Authorization will constitute approval of Work Authorization scope, fees and schedule and will serve as Halff's notice to proceed with the services described herein.

By: Lisa A. Pyles
(Print name)

Title: _____

Signature: _____

Date: _____

IXI Attachment 1 - Scope of Services
Attachment 2 - Fee Schedule
Attachment 3 - Project Schedule

SIGNED:

COPIES:

File

Owner

Contractor

Other:

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made by and between Halff Associates, Inc., a Texas corporation (herein sometimes referred to as "Halff") with an address at 1201 N. Bowser, Richardson, TX 75081 and the Town of Addison, Texas with an address at 16801 Westgrove Drive, Addison, Texas 75001 (herein sometimes referred to as "Client") (Halff and Client are sometimes referred to herein together as the "parties" and individually as a "party").

Recitals:

1. Halff is engaged in the business of providing various types of professional work and services, including engineering, architecture, landscape architecture, surveying, and other professional work and services identified generally in Exhibit A attached hereto and incorporated herein.

2. From time to time, Client has a need for the work and services that Halff provides, and may request Halff to provide one or more of the work and services identified in Exhibit A. As set forth in this Agreement, any such request will be made in writing to Halff, and the specific work and services to be provided by Halff pursuant to such request will be described in an instrument entitled "Work Authorization," the form of which is attached to this Agreement as Exhibit A-1.

3. In anticipation of the parties' agreeing to one or more Work Authorizations, Halff and Client desire by this Agreement to set forth certain of the terms, conditions and provisions that will govern Work Authorizations.

NOW, THEREFORE, for and in consideration of the above and foregoing Recitals, the benefits flowing to the parties, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, Halff Associates, Inc. and the Town of Addison, Texas do contract and agree as follows:

Section 1. Work Authorizations and Scope of Services. As set forth in the Recitals, this Agreement anticipates the execution of one or more written Work Authorizations (see Exhibit A-1, Sample Work Authorization) and sets forth the terms and conditions pursuant to which Halff will provide Client the work and services (referred to herein as the "Services") specified herein and in each Work Authorization. Each Work Authorization shall specify the scope of Services to be performed, a general description of Client's project for which the Services are to be provided (the "Project"), the time period for performance, the agreed-upon fees, and any additional provisions applicable to such Services.

Halff shall serve as Client's design professional representative for each Work Authorization, providing professional services, consultation and advice with respect thereto. Halff's Services consist of that work and services performed by Halff and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants as more specifically defined in the individual Work Authorizations.

Halff shall not begin work on any Services until Client directs Halff in writing to proceed.

Section 2. Performance of Services; Standard of Care.

A. Halff will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by reputable members of Halff's profession then providing similar services and practicing in the same locality, under similar conditions and at the date the Services are provided.

B. If included in a Work Authorization, the Services during construction of a Project for which the Services were provided will be limited to observation and testing of construction operations, except as may otherwise be set forth in the Work Authorization. Halff will not be responsible for constant or exhaustive inspection of the Project construction work, the means and methods of construction or the safety procedures employed by others.

C. Notwithstanding the foregoing or any other provision of this Agreement or any Work Authorization:

1. Halff represents and warrants that it is authorized by the State of Texas, as may be required by applicable law, rule, or regulation, to practice and provide the Services set forth in this Agreement and that any necessary licenses, permits or other authorization to perform such Services have been acquired as required by such law, rule, or regulation.

2. Halff and Client agree and acknowledge that Client is entering into this Agreement in reliance on Halff's professional abilities with respect to performing the Services described herein and in any Work Authorization.

3. Halff agrees to use its professional skill, judgment and abilities in the performance of the Services hereunder and shall abide by the standard of professional ethics and use the skill, care, and diligence commensurate with the requirements of its profession as is used by reputable members of its profession currently performing the same services in the Dallas, Texas metroplex area under similar conditions.

4. Halff shall perform the Services in accordance with all applicable laws, statutes, ordinances, regulations, codes and rules of any federal, state or local governmental entity, including the Town of Addison, or agency having jurisdiction over any matter related to this Agreement or any Project for which the Services are being provided by Halff, and in accordance with the standard of care set forth herein. Additionally, Halff agrees to perform its Services in a manner consistent with those standards, policies and orders that are applicable to the Services and which are timely provided to Halff, in writing, by Client, it being understood and agreed that Halff would not necessarily have such knowledge without same being provided by Client.

D. Halff shall perform all Services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such Services consistent with the standards set forth herein and shall cause all subcontracted Services to be similarly undertaken and performed. Halff agrees to perform its Services in accordance and a manner consistent with the terms and conditions of this Agreement, including (without limitation) the standard of care set forth in this Agreement. Halff shall re-perform and otherwise remedy any Services provided by or for Halff (including any subcontracted Services) not meeting or satisfying the standard of care set forth herein without additional compensation.

E. Notwithstanding Client's review, approval or acceptance of any Services, and including any drawings, plans, documents, designs, materials, reports, proposals, records, specifications, deliverables, or any other instruments representing Halff's professional services prepared by or for Halff under or in connection with this Agreement (collectively, "Drawings"), Halff represents that such Services, including any Drawings shall be performed and provided in a manner consistent with the standard of care identified above.

Approval or acceptance by Client of any Services provided by or for Halff, and including any Drawings, shall not constitute nor be deemed a release of the responsibility and liability of Halff, its owners, officers, managers, employees, subcontractors, and consultants for the accuracy and competency of the same (and Halff shall be and remain liable to Client for damages caused by Halff's negligent or intentionally wrongful performance, acts or omissions, or willful misconduct, under this Agreement), nor shall such approval or acceptance be deemed to be an assumption of or an indemnification for such responsibility or liability by Client, including for any defect, error or omission in the same, it being understood that Client at all times is relying on Halff's skill and knowledge in preparing and providing the Services, including Drawings. Halff shall be wholly and solely responsible for the Services provided by any owner, officer, manager, employee, representative, agent, contractor or subcontractor of Halff.

F. Except for Halff's contractors and subcontractors, Halff has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, therefore, Halff's opinion of probable construction costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a professional engineer (or architect or other professional providing service to Client, as the case may be). Halff does not guarantee that proposals, bids, or actual project costs will not vary from Halff's cost estimates (opinions of probable construction cost) or that actual schedules will not vary from Halff's projected schedules. Halff agrees to promptly advise Client if it is or becomes aware or is provided with actual knowledge that construction or other costs may exceed the latest approved Project budget. If Halff is or becomes aware of the same, or such information is provided to Halff, it agrees to assist Client by making recommendations for corrective action.

G. Except as set forth in this Agreement and in any Work Authorization, Halff makes no other representation, guarantee, or warranty, express or implied, regarding the Services, communication (oral or written), report, opinion, or instrument of service provided under this Agreement.

Section 3. Halff's Responsibilities.

Notwithstanding any other provision of this Agreement, Halff will perform the Services as an independent contractor and shall not act as or be construed to be, and none of its owners, officers, employees, representatives, agents, contractors, or subcontractors shall act as or be construed to be, an agent or employee of Client, and nothing in this Agreement or any Work Authorization is intended to nor shall be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the parties hereto or to allow Client to exercise discretion or control over the professional manner in which Halff performs the Services which are the subject matter of this Agreement. Halff shall be solely responsible for the conduct of its own employees and for any of its employees' compensation, benefits, contributions, and payroll taxes. Halff shall be wholly and solely responsible for any work or services provided by any

owner, officer, employee, agent, representative, contractor or subcontractor of Halff. Halff will (i) provide qualified staff to perform the Services specified in any Work Authorization; (ii) maintain records of site activities and costs for each Project for which Halff provides Services to Client for a period of four (4) years from completion of Halff's Services; (iii) work, to the extent reasonably possible, in coordination with Client's employees, contractors, consultants and other site staff so as not to impede the progress of a Project; and (iv) require its personnel to maintain a safe, clean and orderly work environment.

Halff shall be responsible for the professional quality, technical accuracy, and the coordination of all Drawings all work and Services furnished by, for, or on behalf of Halff under this Agreement.

Section 4. Term and Termination.

A. Term. The term of this Agreement shall commence on the date of execution of this Agreement, and shall continue in effect for a period of one (1) year thereafter (the "Initial Term"), or until terminated by either party as provided herein. Following the Initial Term and unless Client notifies Halff at least 30 days prior to the end of the Initial Term or any Renewal Term that Client is electing not to renew this Agreement (the "Non-Renewal Notice"), and subject to the termination provisions of this Agreement, this Agreement shall automatically renew for an additional one (1) year period and thereafter will automatically renew on each one year anniversary date for successive one (1) year periods, not to exceed three in number (so that, after the Initial Term, this Agreement will automatically renew for a total of four (4) successive one year periods, subject, however, to the Client's election to not renew this Agreement by giving Halff a Non-Renewal Notice, and to the termination provisions hereof) (each such successive one year period following the Initial Term being a "Renewal Term"). Each Renewal Term shall be on the same and subject to the terms, provisions, and conditions of this Agreement.

B. Termination for Convenience. This Agreement and/or any Work Authorization may be suspended or terminated at any time and for any (or no) reason by Client, in Client's sole discretion, by Client giving to Halff written notice of such suspension or termination, with such suspension or termination to be effective thirty (30) days after Halff's receipt of such notice or as may otherwise be described in such notice. In the event of such suspension or termination by Client, Halff shall have no recourse against Client except for payment of the Services of Halff performed hereunder in accordance with and subject to the terms, conditions, and provisions of this Agreement and for which Halff has not been paid.

C. Termination for Cause. Either party may terminate this Agreement (and any Work Authorization) if the other party breaches this Agreement (or Work Authorization, as the case may be) and (i) such breach remains uncured for a period of ten (10) days after notice thereof (which notice shall specifically identify the breach) is received by the breaching party, or (ii) if the breach cannot with diligence be cured within the said ten (10) day period, if within such ten (10) day period the breaching party provides the non-breaching party written notice of the curative measures which it proposes to undertake which are acceptable to the non-breaching party, and proceeds promptly to initiate such measures to cure such failure, and thereafter prosecutes the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity, but in any event not to exceed twenty (20) days following the occurrence of the breach.

D. Client shall compensate Halff for all Services properly performed by Halff under this Agreement and in accordance with the terms, conditions, and provisions hereof through the date of any termination. Upon the termination of this Agreement and any Work Authorization for any reason, Halff shall cause to be promptly delivered to Client a copy of all of Drawings (whether completed or partially completed) prepared by or for Halff in connection with this Agreement (and/or any Work Authorization). Upon termination of this Agreement for any reason, if Client has compensated Halff for Services not yet performed, Halff shall promptly return such compensation to Client.

Section 5. Compensation.

A. Halff shall be compensated for its Services either on a (i) time-and-materials basis with a not to exceed amount, (ii) fixed-price basis, or (iii) any other method, as mutually agreed upon and as specified in each Work Authorization.

B. Halff shall submit its invoices for Services rendered to Client monthly, which invoices shall be in form and content satisfactory to Client. Each invoice shall be accompanied by such documentation as Client may reasonably require to verify the accuracy of the invoice, including (i) identification of the personnel of Halff providing Services, the number of hours (or portion thereof) of Services provided by each such person, and the then current hourly billing rates for each such person, (ii) an itemized statement of reimbursable costs incurred (if any) and copies of any receipts or other documentation in support thereof, and (iii) the sum of all prior payments under this Agreement and any Work Authorization. Notwithstanding any terms to the contrary, Client agrees that Services performed on a fixed-price basis, including but not necessarily limited to a lump sum basis, shall not require Halff to submit those items listed in subitem (i) above. Halff shall not be entitled to any compensation for any Services not actually performed or for any lost profits as a result of any abandonment, termination, or suspension of any Services by Client. Except for any amount included in the invoice that Client may dispute in writing and subject to the terms, conditions and provisions of this Agreement, Client will pay Halff within thirty (30) days after the date of Client's receipt of Halff's invoice, and interest on an overdue payment may be charged to Client in accordance with Chapter 2251, Tex. Gov. Code. Interest on amounts that are past due shall be computed from the date the payment becomes overdue. Any provision hereof to the contrary notwithstanding, Client shall not be obligated to make payment to Halff hereunder if:

1. Halff is in default of any of its obligations under this Agreement, any Work Authorization, or any other documents in connection with a Project (and payment may be withheld to the extent of any such default);
2. Any part of such payment is attributable to any Services of Halff which are not performed in accordance with this Agreement and/or any applicable Work Authorization;
3. Halff has failed to make payment promptly to subcontractors or consultants or other third parties used by Halff in connection with Halff's Services hereunder for which the Client has made payment to Halff, or
4. If Client, in its good faith judgment and after consultation with Halff, determines that the portion of the compensation then remaining unpaid will not be sufficient

to complete the Halff's Services under this Agreement and/or any Work Authorization, no additional payments will be made to Halff hereunder unless and until Halff performs a sufficient portion of its Services so that such portion of the compensation remaining unpaid is determined by Client to be sufficient to complete the Halff's Services.

D. Halff shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. With at least seven (7) days notice to Halff, Client and Client's representatives shall be afforded reasonable access to Halff's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, memoranda, and other data relating to this Agreement during normal business hours at its Richardson, Texas office set forth above in order to audit or inspect the same. Halff shall preserve all such related documentation for a period of five (5) years after final payment is made to Halff.

Section 6. Insurance. At all times in connection with this Agreement, Halff shall purchase, provide and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

A. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$2,000,000 products/ completed operations aggregate) and contractual liability (including any indemnity obligations set forth in this Agreement). Coverage for products/completed operations must be maintained for at least two (2) years after the Services have been completed.

B. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

C. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

D. Professional Liability coverage at minimum limits of \$5,000,000 covering claims resulting from acts, errors and omissions in the performance of professional services. A separate per project policy limit is to apply to the Services. This coverage must be maintained for at least four (4) years after any project for which professional services are provided is finally completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and during the four year period thereafter described herein.

With reference to the foregoing insurance, Halff shall specifically endorse applicable insurance policies as follows:

A. The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.

- B. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
- C. A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the Workers Compensation and all liability policies.
- D. All insurance policies shall be endorsed to require the insurer to notify the Town of Addison Texas at least 30 days prior to any material change in the insurance coverage.
- E. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least 30 days notice prior to cancellation or non-renewal of the insurance.
- F. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- G. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- H. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance, satisfactory to Client, shall be prepared and executed by the insurance company or its authorized agent, delivered to Client simultaneously with the delivery of this fully executed Agreement (and updated as needed at least two weeks prior to the expiration of any applicable required coverage), and shall contain provisions representing and warranting the following:

- A. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
- B. Shall specifically set forth the notice-of-cancellation and termination provisions to the Town of Addison, Texas.

Upon request, Consultant shall furnish the Client with complete copies of all insurance policies certified to be true and correct by the insurance carrier. Client reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by Client.

Section 7. Changes. Client or Halff may request changes to the scope of Services by altering, adding to, or deleting from the Services to be performed by Halff. If a change is requested, the parties agree to reasonably negotiate in good faith to determine changes in scope, any needed equitable adjustment to the price and time for performance of the affected Work Authorization, and if mutually agreed upon by the parties, to execute an amended Work Authorization.

Section 8. Force Majeure. Neither Halff nor Client is liable one to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threats of terrorism, or other events or reasons of a like nature which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party; in such event, the party obligated to perform shall give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay.

Section 9. Instruments of Service.

A. All Drawings shall be, belong to, and remain the sole property of Client for Client's exclusive use or re-use at any time without further compensation and without any restrictions. Without limiting the foregoing or any other provision of this Agreement, Client shall have the right to use the same for the purpose of completing the Project for which the Drawings were prepared. Should Client use the same for modifications or extensions of the Project for which the Drawings were prepared or on any other project without Halff's written consent to such use, Client does so at its own risk. At the time of completion of a Project, upon completion of the Services of Halff, at the time of any earlier termination of this Agreement, or at any time at the request of Client, Halff shall promptly provide all such Drawings to Client. Provided, however, Halff shall not be liable for any errors or omissions contained in any Drawings which are incomplete as a result of a suspension or termination where Halff is unable, because of such suspension or termination, to complete such Drawings.

B. Halff agrees to and does hereby grant and assign to Client all intellectual property rights (whether copyright or otherwise) in and to all Drawings in which Halff may have a copyright or other intellectual property interest, and to all Drawings as to which Halff may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Without limiting any other provision of this Agreement, Halff represents, to the best of its information, knowledge and belief that Client's use of such Drawings will not infringe upon any third parties' rights.

C. Notwithstanding any term or terms to the contrary, it is understood and agreed by the parties that nothing contained herein is intended to convey any intellectual property or any other rights to software, hardware or other tangible or intangible property that may be owned by others.

Section 10. Client's Responsibilities. Client agrees to convey and discuss with Halff all available material, data, and information possessed by Client pertaining to the Services, including, without limitation, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site or Project.

Section 11. Halff's Indemnity Obligation.

A. In consideration of the granting of this Agreement and notwithstanding any other provision of this Agreement, Halff agrees to INDEMNIFY and HOLD HARMLESS

Client and Client's elected and appointed officials, its officers, employees, agents, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, "Client Persons" and each being a "Client Person"), from and against any and all damages, including but not limited to damages for, related to, or arising out of injuries (including but not limited to death), losses, expenses, liability, penalties, proceedings, judgments, actions, demands, causes of action, suits, harm, and costs (including reasonable attorneys' fees and costs of defense), made upon or incurred by Client or by any other Client Persons directly or indirectly (collectively, "Claims"), that are caused by or result from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Halff or by Halff's employee, or Halff's agent, consultant under contract, or another entity over which Halff exercises control (Halff's employee, agent, consultant under contract, or such other entity being, collectively, "Halff Persons").

SUCH INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR INTENTIONAL TORT OF AN ADDISON PERSON. However, when Claims arise out of the co-negligence or other co-liability of Client or other Client Person and Halff or any Halff Persons, Halff's liability under this Article shall be reduced by that portion of the total amount of the Claims (excluding attorneys' fees and costs incurred in defense of Claims) equal to Client Person or Persons' proportionate share of the negligence or other liability that caused the loss attributable to such negligence or other liability. Likewise, in such instance, Halff's liability for Client Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Client Person or Persons' proportionate share of the negligence or other liability that caused the loss attributable to such negligence or other liability.

B. The provisions in the foregoing subsection A. of this Section 11 are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect (including, without limitation, for violating Section 271.904(a), Tex. Loc. Gov. Code, or Section 130.002(b), Tex. Civ. Prac. & Rem. Code), such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and the provisions of subsection A. of this Section 11 shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement.

C. Halff shall promptly advise Client in writing of any claim or demand against Client or any other Client Person, Halff, or Halff Person arising out of Halff's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Halff's sole cost and expense. Client Persons shall have the right, at Client Persons' option and at own expense, to participate in such defense without relieving Halff of any of its obligations hereunder. The obligations set forth in this Section shall survive the expiration or termination of this Agreement.

Section 12. No Control of Means or Methods of Others. Halff will not have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of Client's separate contractors in connection with a Project for which Halff provides Services. Halff's Services do not include any

construction site safety obligations required for a Project by any applicable government code or regulation.

Section 13. Site Access. Client shall, as may be reasonably requested by Halff for the successful and timely completion of Services, provide Halff access to a Project construction site which is the subject of the Services, including third party sites (but only if Client is reasonably able (as determined by Client) to obtain such access), if required; provided, however, Halff shall make its best efforts to coordinate all of its Services so as not to interfere with any of Client's or a construction contractor's operations at a Project construction site.

Section 14. Assignment, Subcontracts. This Agreement does not create any right or benefit to anyone other than Client and Halff, and this Agreement shall not be assigned, transferred, subcontracted, or otherwise conveyed by either party hereto without the prior written approval of the other party. No assignment, transfer, subcontract, or other conveyance will release or discharge Halff from any duty or responsibility under this Agreement and any Work Authorization.

Section 15. Non-Waiver. Failure of either Party hereto, at any time, to enforce a provision of this Agreement shall in no way or event constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term or provision of this Agreement shall be deemed waived or any breached excused unless the waiver or excusing of the breach shall be in writing and signed by the party claimed to have waived or excused. Further, any consent to or waiver of a breach shall not constitute consent to or waiver of or excuse of any other different or subsequent breach.

Section 18. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, the Parties agree to seek to negotiate the insertion of a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible, with the intent that such added provision is legal, valid and enforceable.

Section 19. Governing Law; Venue. This Agreement and any Work Authorization shall be governed and construed in accordance with the laws of the State of Texas, without reference to choice of laws rules of any jurisdiction. Venue for any action, lawsuit, or proceeding under or in connect with this Agreement shall lie exclusively in Dallas County, Texas.

Section 20. Miscellaneous.

(a) *Notices.* For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally

or if sent by Federal Express or other nationally recognized carrier; or seventy-two (72) hours after deposit if sent by certified mail.

Addresses for notices and communications are as follows:

To Halff:

Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

Attn: Walter Skipwith, P.E.

To Client:

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254

Attn: City Manager

From time to time either party may designate another address within the State of Texas for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

(b) *Conflict of Interest.* Halff covenants and represents that Halff, its owners, officers, employees, and representatives will to the best of their knowledge have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required in connection with any project for which Halff's Services are provided.

(c) *Survival.* Any claims, rights and remedies either party may have with respect to the other arising out of this Agreement and any Work Authorization and the performance thereof shall survive the cancellation, expiration or termination of this Agreement.

(d) *Authorized Signatories.* The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

(e) *Construction of Terms.* For purposes of this Agreement, (i) "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded, and (ii) "day" or "days" means calendar days. The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

(f) *Rights and Remedies Cumulative.* The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise.

(g) *No Third Party Benefits.* This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

(h) *Confidentiality.* Halff shall not divulge or release any information concerning its Services or this Agreement to the public or any third party without Client's prior written consent.

(i) *Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Client, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

(j) *Recitals; Exhibits.* The Recitals to this Agreement are incorporated into this Agreement and made a part hereof for all purposes. All appendices and exhibits to this Agreement referenced in this Agreement are incorporated herein by reference and made a part hereof for all purposes wherever reference is made to the same.

(k) *Entire Agreement.* The terms and conditions set forth herein, including any associated Work Authorizations, constitute the entire understanding and agreement of both parties with respect to the Services and to a Project for which such Services are being provided. Any amendment or revision to this Agreement shall be in writing and signed by an authorized representative from each party. Any oral modification or revision of this Agreement or any Work Authorization shall not operate to modify this Agreement or any Work Authorization.

In witness whereof, Halff and Client have caused this Agreement to be executed by their respective duly-authorized representatives as of this 5 day of February, 2014.

HALFF ASSOCIATES, INC.

By: Walter E. Skipwith

Typed name: Walter E. Skipwith

Title Chairman

Date of signing: 1/13/2014

TOWN OF ADDISON, TEXAS

By: Ron Whitehead
Ron Whitehead, City Manager

Date of signing: 2/5/14

Exhibit A

WORK AUTHORIZATION FORMAT AND REQUIREMENTS

- a. CITY may, from time to time, request CONSULTANT to perform work or render services hereunder ("Work"), including, without limitation, the following types of work and services:
 - Professional Services, including Engineering, Architecture and miscellaneous consulting;
 - Landscape Architecture;
 - Survey;
 - Right of Way Acquisition;
 - Geographic Information Systems (GIS);
 - Other professional services.

- b. CITY may submit its request(s) for Work to CONSULTANT in the form of a job order in a format similar to that provided in Exhibit A-1 attached or as mutually agreed upon by the parties to this Agreement. Upon CONSULTANT's acceptance of a job order, CONSULTANT shall commence the Work at the time specified by CITY and continue to diligently perform the Work without delay, in a safe and proper manner consistent with those services performed by similarly licensed and experience professional service CONSULTANTS, in strict conformity with the requirements contained in the job order. Each job order, and the Work to be performed thereunder, shall be governed by and subject to the terms and conditions of this Contract, regardless of whether this Contract is specifically referenced in such job order.

- c. CONSULTANT agrees to use its best diligent efforts to comply with the schedule requirements set forth and agreed for each project.

- d. Except as expressly and specifically permitted herein, in the event that any conflict exists between the provisions of this Contract and terms and conditions set forth in any job order, statement, purchase order, invoice, published rate schedule, delivery ticket or other type of memorandum, whether written or oral, between CITY and CONSULTANT pertaining to the subject matter hereof, the provisions of the Contract shall govern and control notwithstanding any provision to the contrary that may be contained in any such other instrument or agreement.

CONSULTANT's Work Authorizations shall be numbered sequentially using the sequence number in the name. For example, if the first Work Authorization under this Agreement and this Exhibit A, includes surveying and stream modeling, the applicable Work Authorization Number would be as follows:

Example: Work Authorization No. 1 – Surveying and Stream Modeling.

This nomenclature will allow the parties to see at a glance that this Work Authorization is the first Work Authorization of the project (i.e. 1) with a brief description of the services.

Exhibit A-1

WORK AUTHORIZATION CONFIRMATION

Work Authorization Number ___ :-

To: Town of Addison – Attn: Lisa Pyles

Date: _____

From: Walter E. Skipwith, P.E., D.WRE

AVO: 29751

Email: wskipwith@halff.com

Project: MASTER SERVICES AGREEMENT (MSA)
BETWEEN THE TOWN OF ADDISON AND
HALFF ASSOCIATES, INC. FOR
PROFESSIONAL SERVICES DATED

As requested, Halff Associates is pleased to propose engineering and related services for Engineering for _____ . A detailed Scope of Services is included as Attachment 1.

It is estimated that these services can be accomplished for a lump sum fee of \$ _____ within a proposed completion time of _____, not including review time by the Town, its consultant, or permitting authorities. A detailed fee schedule is included as Attachment 2. Details of the project schedule are included as Attachment 3.

If this proposal meets with your approval, please sign below and return (1) copy to Halff Associates. Unless otherwise instructed in writing, the receipt of a fully executed Work Authorization will constitute approval of Work Authorization scope, fees and schedule and will serve as Halff's notice to proceed with the services described herein.

By: Lisa A. Pyles
(Print name)

Title: Director - Infrastructure Operations and Services

Signature: _____

Date: _____

- Attachment 1 – Scope of Services
- Attachment 2 – Fee Schedule
- Attachment 3 – Project Schedule
- Attachment 4 – Project Location

SIGNED: _____

COPIES:

- File Owner Contractor Other:

AI-1249

17.

Work Session and Regular Meeting

Meeting Date: 08/11/2015

Department: City Manager

AGENDA CAPTION:

Discuss, consider and take action approving an ordinance providing for certain amendments to Chapter 10, Animals, of the Code of Ordinances of the Town, regarding the feeding of waterfowl.

BACKGROUND:

Routine feeding of ducks near town lakes by individuals has contributed to poor water quality conditions due to abundant fecal matter being dispersed into the water. The existing ordinance related to regular feeding of waterfowl applies only to public property and does not provide a conclusive protocol for enforcement. The purpose for this amendment is to establish a definition for regular, routine or habitual behavior and to prohibit regular feeding to include private property.

This amendment is not intended to prohibit occasional feeding of ducks by the public.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING SECTION 10-11(C) "FEEDING OF WATERFOWL," OF THE CODE OF ORDINANCES, TOWN OF ADDISON, TEXAS, TO PROHIBIT THE REGULAR FEEDING OF WATERFOWL ON PRIVATE PROPERTY AND TO ESTABLISH STANDARDS TO ESTABLISH A "REGULAR, ROUTINE OR HABITTUAL" BEHAVIOR OR PRACTICE"; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING FOR SAVINGS, SEVERABILITY AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, THAT:

Section 1. Chapter 10 – Animals, Section 10-11 – Feeding of Waterfowl, Subsection (c) of the Code of Ordinances, Town of Addison, Texas shall be amended to read in its entirety as follows:

Sec. 10-11. Feeding of waterfowl.

...

- (c) No person shall engage in the regular, routine, or habitual practice of feeding any waterfowl within any pond or lake within the town or within any public property adjacent thereto, or on any private property. No person shall regularly, routinely, or habitually create or foster any condition or allow any condition to exist or continue which results in a congregation or congestion of waterfowl. For purposes of this section, regular, routine or habitual practice is conclusively established by the prior issuance of three (3) written warnings to the same individual within a sixty (60) day period. Once three (3) written warnings have been issued within a sixty (60) day period, it shall not be necessary to again establish regular, routine or habitual behavior by the issuance of written warnings for that individual. Regular, routine or habitual practice may also be established by other evidence.

Section 2. Penalty Clause.

Any person, firm or corporation violating any of the provisions or terms of this Ordinance or the Code of Ordinances, Town of Addison, Texas as amended hereby, commits a Class C misdemeanor punishable by a fine as set forth in Section 1-7 of the Code of Ordinances, Addison, Texas for each offense, and each and every day such violation shall continue shall constitute a separate offense.

Section 3. Savings.

The Code of Ordinance, Addison, Texas, shall remain in full force and effect save and except as amended by this Ordinance.

Section 4. Cumulative Clause.

This Ordinance shall be cumulative of all provisions of state or federal law and other ordinances of the Town of Addison, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 5. Severability Clause.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6. Effective Date.

This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 11th day of August, 2015.

Todd Meier, Mayor

ATTEST:

By: _____
Chelsea Gonzalez, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

AI-1247

18.

Work Session and Regular Meeting

Meeting Date: 08/11/2015

Department: City Manager

AGENDA CAPTION:

RECONVENE INTO REGULAR SESSION: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matter discussed in Executive Session.

BACKGROUND:

N/A

RECOMMENDATION:

N/A
