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TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN TOWN OF ADDISON AND KIMLEY-HORN AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$76,597.00, FOR THE ADDISON MASTER TRANSPORTATION PLAN UPDATE, 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 Professional Services Agreement between the Town of Addison and Kimley-Horn and Associates, Inc., in an amount not to exceed \$76,597.00 for the Addison Master Transportation Plan Update, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved and the City Manager is 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 10th day of November, 2015.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

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EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this ____ day of _____, 201__, by and between ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC., ("the Consultant").

NAME OF PROJECT: **Addison Master Transportation Plan Update** ("the Project").

The Client and the Consultant agree as follows:

(1) Scope of Services and Additional Services. The Consultant's undertaking to perform professional services extends only to the services specifically described in **Exhibit A**, which is attached and made a part of this Agreement ("the Services"). However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) Client's Responsibilities. In addition to other responsibilities described herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as the Client's representative with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the Consultant's services for the Project.

(b) Provide all criteria and information as to the Client's requirements, objectives and expectations for the Project, including performance requirements, budgetary limitations, and copies of all design and construction standards which the Client will require to be used or included in the drawings and specifications.

(c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

(d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in Exhibit A), data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions;

EXHIBIT A

and other special data or consultations; all of which Consultant may use and rely upon in performing services under this Agreement.

(e) Provide Consulting surveys to establish reference points for construction (except to the extent provided otherwise in Exhibit A).

(f) Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the Client for delays resulting from Client's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Cause to be provided such accounting, legal, independent cost estimating and insurance counseling services as may be required for the Project.

(j) If the Client designates a person to represent it at the site other than Consultant or its agent or employee, set forth the duties, responsibilities and limitations of authority of the representative and the effect on the responsibilities of the Consultant in an exhibit to this Agreement before services begin.

(k) Furnish to the Consultant data or estimates as to the Client's anticipated costs for services to be provided by others as required for the Consultant to support opinions of probable total Project costs.

(l) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(m) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope, timing, or payment of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(n) Bear all costs incidental to the responsibilities of the Client.

(3) Period of Services. This Agreement has been made in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work timely after receipt of a fully executed copy of this Agreement and any required retainer amount. The times for performance shall be extended as necessary for periods of delay or suspension resulting from circumstances the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively) for reasons beyond the Consultant's control, the rates of compensation provided for in this Agreement shall be renegotiated.

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(4) Compensation for Services.

(a) The Consultant's compensation shall be as stated herein, unless otherwise provided in Exhibit A. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(b) If the Consultant's compensation is on an hourly basis, the parties may have estimated in Exhibit A costs and expenses for the various portions of the scope of Services. Services undertaken or expenses incurred by the Consultant exceeding any estimates shall be the liability of the Client.

(c) The Client shall also be invoiced for and shall pay to the Consultant all taxes, if any, whether state, local, or federal levied with respect to amounts paid hereunder.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Each invoice shall (i) reflect and identify the personnel of Consultant 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) include an itemized statement of reimbursable costs incurred (together with any receipts for the same) and the sum of all prior payments under this Agreement, and (iii) such other information or documentation as Client may reasonably require to verify the accuracy of the invoice. Payment of each invoice will be due within 30 days of receipt and should include the invoice number and Kimley-Horn project number. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the lower of the rate of 12% per annum or the highest rate permitted by law, beginning on the 30th day. If the Client fails to make any payment due the Consultant under this Agreement that is not disputed by Client, within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings to secure its right to payment.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

(d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition except as Client may otherwise indicate in writing in connection with a payment. The Consultant

EXHIBIT A

may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts.

(6) Use of Documents. All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by or for the Consultant pursuant to this Agreement are related exclusively to the services described in this Agreement, and, except to the extent described in this section below, shall belong to, and remain the sole property of Client's for its exclusive reuse at any time without further compensation and without any restrictions only if the Client has satisfied all of its payment obligations under this Agreement that are not in dispute. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(7) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(8) Termination. This Agreement may be terminated (a) by either party upon fifteen days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, unless the non-terminating party corrects such default or presents a mutually agreeable plan to cure such failure within such time, or (b) upon thirty days' written

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notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination in accordance with and subject to the other terms and provisions of this Agreement. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(9) Insurance.

(a) At all times in connection with this Agreement, the Consultant shall purchase, provide and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

- (i) 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 (\$1,000,000 products/ completed operations aggregate) and contractual liability. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance.
- (ii) 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.
- (iii) 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.
- (iv) Professional Liability coverage at minimum limits of \$2,000,000 covering claims resulting from negligent engineering errors and omissions. This coverage must be maintained for at least four (4) years after the project for which Consultant's services are being 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 for the four year period thereafter described herein.

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- (b) With reference to the foregoing insurance, Consultant shall specifically endorse applicable insurance policies as follows:
- (i) The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - (ii) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
 - (iii) A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the Workers Compensation and all liability policies.
 - (iv) All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison of any material change in the insurance coverage.
 - (v) All insurance policies shall be endorsed to the effect that the Town of Addison will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.
 - (vi) 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.
 - (vii) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - (viii) Consultant may maintain reasonable and customary deductibles, subject to approval by the Town of Addison.
 - (ix) Insurance must be purchased from insurers that are financially acceptable to the Town of Addison.
- (c) 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 execution of this Agreement (and updated as needed), and shall contain provisions representing and warranting the following:
- (i) 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.
 - (ii) Shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.

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(d) Upon request, Consultant shall furnish the Client with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

(e) Client reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by Client.

(10) Standard of Care. The standard of care applicable to Consultant 's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. Consultant warrants and represents that its services shall, to the best of Consultant's knowledge, information and belief as an engineer performing the practice of engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error. In accordance with the standard of care set forth herein, Consultant agrees that if it shall recommend unsuitable materials in connection with the project or this Agreement or if its services should be defective in any way, Consultant will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Consultant's recommendation of unsuitable materials or defective design. Except as may be set forth in this Agreement, no other warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(11) Consultant's Indemnity Obligation.

In consideration of the granting of this Agreement and notwithstanding any other provision of this Agreement, Consultant agrees to FULLY DEFEND, 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), of any kind or nature whatsoever, made upon or incurred by Client or by any other Client Persons, (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 the Consultant or by the Consultant's employee, or the Consultant's agent, consultant under contract, or another entity over which the Consultant exercises control (the Consultant's employee, agent, consultant under contract, or such other entity being, collectively, "Consultant Persons").

SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE

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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 the Consultant or any Consultant Persons, Consultant'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, Consultant's liability, if any, 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.

The provisions in the foregoing defense, indemnity and hold harmless 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 this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement.

Consultant shall promptly advise Client in writing of any claim or demand against Client or any other Client Person, Consultant, or Consultant Person related to or arising out of Consultant's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Consultant'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 Consultant of any of its obligations hereunder. The obligations set forth in this Section shall survive the expiration or termination of this Agreement.

(12) Consultant Representations. Consultant represents and warrants that it has all necessary licenses, permits, certificates, or other authorization to perform the work and services described in the Traffic Engineering Services Agreement. Consultant acknowledges that Client is entering into this Agreement in reliance on Consultant's professional abilities with respect to performing the services set forth in this Agreement.

Consultant further represents and 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 Consultant's line of business as of the time such services and work are provided;
- it has the skills, qualifications, experience and financial capability necessary to perform the

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services described in this Agreement and has performed and continues to perform the same and similar services for other businesses (including governmental entities);

- it is and shall be during all time of this Agreement validly existing and authorized to do business, and be in good standing in the State of Texas.

(13) Certifications. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution. All claims by either party arising out of this Agreement or its breach may by agreement of the parties be submitted first to mediation.

(15) Intentionally Deleted.

(16) Hazardous Substances. In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in Exhibit A of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(17) Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. Neither party hereto shall assign, sublet, convey or otherwise transfer any rights or duties under, or interest in this Agreement, without the written consent of the other party. The Consultant may, with Client's prior written consent, augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant does so, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are proved by in-house employees, contract employees, or independent subconsultants.

(18) Confidentiality. If any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

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(19) Miscellaneous Provisions.

- (a) This Agreement is to be governed by the law of the State of Texas, without regard to choice of laws rules of any jurisdiction. In the event of any suit, action, or proceeding under this Agreement, exclusive venue for the same shall lie in Dallas County, Texas. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the enforceability of the provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.
- (b) Consultant is and shall in all events be an independent contractor exercising control over its work and services and the manner in which they are performed. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, a joint enterprise relationship, or to allow Client to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; provided always however that the services to be provided by Consultant shall be provided in a manner consistent with all applicable laws, rules, standards and regulations governing such work and services.
- (c) 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.
- (d) 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

EXHIBIT A

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.

- (e) The persons signing this Agreement on behalf of the parties have the authority to do so.

- (f) 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. Section headings herein are for convenience only and shall not be used in interpretation of this Agreement.

- (g) 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 Consultant:	To Client:
Kimley-Horn and Associates, Inc.	Town of Addison, Texas
12750 Merit Drive	5300 Belt Line Road
Suite 1000	Dallas, Texas 75254
Dallas, Texas 75251	Attn: City Manager

- (h) From time to time either party may designate another address and person to whom attention is to be sent 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.

(Signatures on Next Page)

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TOWN OF ADDISON, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

ITS: _____

ITS: _____

ATTEST: _____

ATTEST: _____

(IF CORPORATION, AFFIX CORPORATE SEAL)

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Exhibit A

Addison Master Transportation Plan Update - Proposed Scope of Services

Project Understanding

The Town of Addison is located northwest of the City of Dallas along the Dallas North Tollway (DNT). It currently has a resident population of over 15,000 with a daytime population that exceeds 100,000. Besides the small segment of the DNT that lies within the City limits, other significant north/south roadways in the Town include Marsh Road, Midway Road, Inwood/Addison Road and Montfort Drive. East/west thoroughfares include Spring Valley Road, Belt Line Road, Arapaho Road and Keller Springs Road. The Town also includes Addison Airport, which is the third largest general aviation airport in the country.

The most current Master Thoroughfare Plan (MTP) was adopted in 1998. The purpose of this plan was to accommodate travel demands to the year 2010. City officials recognize the need to update this plan not only to accommodate changes in traffic patterns and volumes, but also to incorporate new design standards to address both existing traffic conditions and future traffic. These steps will be crucial to maintaining Addison as a choice location for living, working, entertainment and tourism. City officials are well aware of the constraints that existing development and rights-of-way pose in the accommodation of increasing traffic volumes. This factor must be taken into account as part of the MTP update.

Much has also changed since the adoption of the last MTP relative to multi-modal transportation efforts in the region. Most current transportation plans in the metroplex now include standards and accommodations for pedestrians, cyclists, and transit rider connectivity. To reinforce the importance of these multi-modal mobility options as part of the solution to future traffic congestion and air quality problems, one of the changes recommended in this effort will be to rename the revised plan as the Master Transportation Plan (MTP) since it will ultimately address more than just thoroughfares.

The Town of Addison has been at the forefront of recognizing and responding to changes and trends in the transportation industry. Developing and codifying the appropriate standards will allow City officials, developers and citizens the ability to plan for and implement the changes necessary to address Addison's transportation challenges. The following tasks are proposed to conduct an update of the existing Master Thoroughfare Plan:

kimley-horn.com | 12750 Merit Drive, Suite 1000, Dallas, TX 75251 | 972-770-1300

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Task 1: Project Management/Staff Coordination

This task involves project management, coordination and periodic meetings between the Consultant Team and Staff to support the transportation plan process. At the outset of the plan, a kick-off meeting will be held to define points of contact, schedule, identify initial project needs and data sources, discuss methodological approach to the project and tour the study area.

Monthly meetings with Staff will occur via the Lync online meeting system or in-person for the purpose of discussing progress, issues and upcoming tasks. Monthly progress reports will be submitted specifying works tasks completed to date.

Task 2: Collect and Analyze Data and Transportation Conditions

Collect the following data for analysis:

- Current NCTCOG Travel Demand Model (TDM) base year and forecast year model networks and demographics by Travel Survey Zone (TSZ)
- Traffic data from the Town of Addison, such as 24-hour counts and/or turning movement counts (City to provide latest data)
- Relevant GIS data pertaining to transportation issues in Addison

The project team will use the data collected to analyze current transportation conditions in the Town of Addison. The following deliverables will be produced in this task:

- Base year/forecast year traffic conditions maps
- Traffic count map
- Existing bicycle and pedestrian infrastructure map
- Existing transit map

Task 3: Multi-modal Design Standards

The data collection efforts in Task 2 will assist in identifying system needs and serve as a basis for roadway and multimodal integration recommendations on key corridors within the City.

Functional Street Classifications:

The Town of Addison currently has 5 classifications of thoroughfares: Principal Arterial, Minor Arterial, Commercial Collector, Residential Collector and Residential Local. This task will include research of national best practices and industry standards and recommendations for updates to the existing classifications and/or the addition of new functional street classifications as part of the plan update. Context Sensitive Design considerations, which take into consideration community goals/values and surrounding conditions, will be incorporated into the recommendation for all transportation modes. A cross section and plan view will be developed for each street classification.

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Corridor Cross Sections

- The MTP plan will apply the updated functional street classifications within the Town and test Context Sensitive recommendations by creating a preliminary schematic and cross sections for 1,200 feet of five key corridors identified by staff after the first Community Meeting and Advisory Committee Meeting.

Traffic Calming Applications

The Consultant Team will work with Staff to develop applications for traffic calming on key corridors throughout the Town of Addison. The purpose of this process is to develop a set of techniques which could be applied as the City chooses to meet traffic calming objectives in specific situations. Traffic calming best practices will also be included to demonstrate all of the different applications of traffic calming techniques. The design of traffic calming treatments for specific locations will not be a part of this project.

Design Criteria Manual Revision

The update will explore how the new functional street classifications and cross sections can be incorporated into the Town's Design Criteria Manual. A list of necessary revisions to the Design Criteria Manual will be produced and a process will be created to implement the changes.

Road Diets

The final plan will recommend potential road or lane diets as a means of utilizing existing street right-of-way more effectively for other transportation purposes.

Pedestrian, Bicycle and Transit Connectivity

The final plan will include a new map of the existing trail system, including opportunities for improved connectivity for pedestrians and cyclists—trails, bike lanes, related amenities—and potential cross sections for these types of facilities. Potential pedestrian/bicycle connections between City parks will be incorporated into the plan and criteria for the location of on-street and off-street bike lanes will be recommended. Issues regarding DART service to the Vitruvian area will be explored and the design for bus stops, shelters, and other pedestrian amenities will be reviewed as part of this effort.

Note

This project will not include a detailed analysis of Addison Airport except to consider the impacts of the airport on surface transportation issues.

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Task 4: Public Involvement

Community Workshops (2):

The Consultant Team will prepare for and conduct two workshops aimed at collecting input from the community to be used in the update of the Master Transportation Plan. A variety of means and methods will be used to gather information.

Two Community Workshops will be held. Between the first and second Community Workshop, an Advisory Group will meet to confirm and add to input received at the first Workshop. After the second Workshop, the Advisory Group will meet again to provide input and to review the Consultant Team's approach to the issues raised prior to finalizing the plan for presentation to the City Council. At the option of the City, a web-based engagement can be included so that persons who want information but do not attend the Community Workshops can provide their ideas and opinions. A general description of the Public Involvement component of the project is described below. A more detailed Public Involvement Plan will be developed once the overall scope has been accepted by the Town.

Community Workshop 1

The Consultant Team will facilitate a community event early in the update process to explain the purpose of the project, introduce the study process and the planning team, provide information about existing conditions and solicit community input about issues related to transportation. The first event will likely consist of a presentation and an open house to allow attendees to view boards, maps and exhibits conveying information about existing conditions and concepts and to take part in activities aimed at gathering ideas and opinions.

The City will take the lead on notification, venue selection and room set-up. If desired, the Consultant Team will assist with drafting up verbiage which could be included in the notification.

The Consultant Team will develop the agenda and meeting materials, conduct the workshop, document comments from participants and prepare a brief report summarizing the event, number of attendees and feedback received.

Community Workshop 2

The Consultant Team will present the Preliminary Draft Transportation Plan, incorporating comments from the first workshop and meetings with the Advisory Group. The purpose of this workshop will be to test the Preliminary Draft with the community prior to Public Hearings at the P&Z Commission and City Council. This event will probably be conducted in a format similar to the first workshop, but can be modified, if necessary.

The City will take the lead on notification, venue selection and room set-up. If desired, the Consultant Team will assist with drafting up verbiage to be included in the notification.

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The Consultant Team will develop the agenda and meeting materials, conduct the workshop, document comments from participants and prepare a brief report summarizing the event, number of attendees and feedback received.

Advisory Group Meetings (2)

The Town of Addison will appoint an Advisory Group representing various perspectives in the City— residents, business owners, property owners, for example. The Advisory Group members will provide input, review and direction for the MTP update. The Consultant Team will meet with the Advisory Group after each of the Community Workshops.

Advisory Group Meeting 1:

The purpose of the first meeting will be to briefly review the update process (and introduce the Consultant Team for those not in attendance at Community Workshop 1), provide information on existing conditions, describe feedback from Community Workshop 1 and solicit the Advisory Group's input on critical transportation issues in Addison.

The City will take the lead on notification, venue selection and room set-up. If desired, the Consultant Team will assist with drafting up verbiage to be included in the notification.

The Consultant Team will develop the agenda and meeting materials, conduct the meeting, document the Group's input and prepare a brief report summarizing the feedback received.

Advisory Group Meeting 2:

At the second Advisory Group Meeting, the Consultant Team will present a Preliminary Draft Transportation Plan incorporating feedback from the first Advisory Group Meeting, Community Workshop 2 and Addison Staff, and ask the Group to weigh-in on the Draft Plan prior to refinement for presentation to the P&Z and Council.

The City will take the lead on notification, venue selection and room set-up. If desired, the Consultant Team will assist with drafting up verbiage to be included in the notification.

The Consultant Team will develop the agenda and meeting materials, conduct the meeting, document the Group's input and prepare a brief report summarizing the feedback received.

Web-Based Engagement

The web and other online tools can increase the opportunities for participation in a public process, particularly for persons who want to contribute but are unable to attend a public meeting or prefer not to. Online methods may also encourage participation from segments of the community that might not engage otherwise. The final components of the web strategy will be determined in consultation with the City and included in the Public Involvement Plan. For this project the most appropriate tools would include:

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Online Surveys

An online survey utilizing the City's survey mechanism (for example, *SurveyMonkey*) to allow individuals to share their thoughts and opinions about transportation issues in Addison. Sometime around Community Workshop 1, the Consultant Team will create a survey for dissemination to residents and business owners regarding the transportation conditions in Addison. The feedback will be gathered early on in the process to help guide the recommendations developed throughout the planning process. The survey could be taken at the time and place of the participant's choosing.

The City would be responsible for outreach of the survey, which could include a link on the project website, the City's homepage or the City's electronic newsletter, and sent via email to the Advisory Group. The Consultant Team will generate the content of the survey for review by City Staff prior to posting of the survey; the survey will be posted and monitored by Staff. At the end of the survey, the results could be downloaded and provided to the Consultant Team to be summarized and incorporated into the presentation at the Community Workshop(s), the Advisory Group Meetings, and in the Public Hearings and Council briefing as appropriate. This scope assumes one survey will be developed by the Consultant Team as part of this project and the timeline for the posting and closure of the survey will be determined by City staff.

Webpage

If the City chooses, a website for persons interested in this project could provide general information—background, notice of meetings, general information—in a timely and efficient manner to people with all types of interest and involvement in Addison—residents, business owners, property owners, commuters. It could be accessed through the City's main page and be used to post workshop information, presentations, and reports, including the final recommendation and the adopted MTP. If the City decides to create a webpage, the Consultant Team can provide relevant content for the site. The site itself would be created and maintained by City staff.

Task 5: Public Hearings and Adoption

Council Briefings, Public Hearings and Adoption

A plan for streets and thoroughfares is an important component of a community's overall master plan/comprehensive plan, and the ultimate outcome of this process is the adoption of an updated Master Transportation Plan. The adoption process will include a briefing of the City Council, public hearings before the P&Z and City Council and the adoption of an ordinance.

City Council Award of Contract

Key members of the consultant team will attend the meeting of the City Council where the contract for the project is awarded. The consultant team members will not be involved in

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developing the staff presentation but will be available to answer questions from the Council during the meeting, if any.

City Council Briefing 1

Near the end of the update effort, but prior to the P&Z Public Hearing, the Draft Master Transportation Plan, including the background for preparation of the plan—feedback from the Community Workshops, Advisory Group meetings, input from the online surveys—will be presented to the City Council. Refinements requested by the Council will be incorporated into the Draft Plan prior to the P&Z hearing.

City Council Briefing 2 (Optional Task 1)

Second briefing of the City Council, at the discretion of Staff, to address issues that arise during the process or to update the Council on progress. Staff will determine the need for the briefing as well as the date and time and identify issues for discussion in cooperation with the Consultant Team.

P&Z Public Hearing

The project manager and the lead transportation engineer will attend the P&Z Public Hearing and, if desired by the City, present the outcomes and recommendations of the Final Draft Plan. After the P&Z Hearing, any necessary changes will be incorporated into the draft prior to presentation to the City Council.

City Council Public Hearing

The project manager and the lead transportation engineer will attend the City Council Public Hearing and, if desired by the City, present the outcomes and recommendations in the Final Draft Plan. After the Council Hearing, any necessary changes will be incorporated into the draft prior to adoption of the final ordinance.

Adoption

The City will be responsible for preparing the ordinance and attending any City Council meetings necessary as part of the adoption process.

Task 6 – Documentation

Map and Report

A Final Draft MTP map and report will be prepared and presented to the P&Z and Town Council to facilitate the Public Hearing process.

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Map and Roadway Sections

The Master Transportation Plan will be summarized on a single map depicting roadways by functional classification throughout the Town of Addison. Roadway section graphics will detail the composition of each functional class facility. Sample sections for bike lanes and trails will also be included.

Report

The MTP update process will be summarized in a concise report supporting the recommended Plan. The report will address existing conditions, technical background and results, feedback from the Community Workshops, Advisory Group meetings and online survey, and the Final Plan, including a set of multi-modal design standards.

Deliverables

Electronic files of the final updated MTP map, exhibits and report (PDF format) will be provided to the Town for reproduction and dissemination, as desired. Shape files will be included.

Schedule

It is anticipated that the works tasks will take approximately 7 months to complete from the notice to proceed, with approximately 2 months thereafter for the approval process. A more detailed preliminary schedule is attached.

Budget

Task		Budget
Task 1	Project Management/Staff Coordination	\$5,801.00
Task 2	Collect Data and Analyze Transportation Conditions	\$5,613.00
Task 3	Multi-modal Design Standards	\$34,298.00
Task 4	Public Involvement	\$12,341.00
Task 5	Public Hearings and Adoption	\$4,738.00
Task 6	Documentation	\$12,622.00
Total without Optional Task 1		\$75,413.00
Optional Task 1	Optional Additional Council Briefing	\$1,184.00
Total with Optional Task 1		\$76,597.00

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PROJECT SCHEDULE
Addison Master Transportation Plan Update
Kimley-Horn and Associates, Inc. / Prologue Planning Services

TASKS	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
I. Task 1: Project Management and Staff Coordination									
Kick-off Meeting									
Monthly Staff Meetings (6)									
Progress Report and General Management									
II. Task 2: Data Collection and Base Transportation Conditions									
Data Collection									
Base Traffic Condition Maps									
III. Task 3: Multi-Modal Design Standards									
Functional Street Classifications									
Corridor Cross Sections									
Traffic Calming Applications									
Design Criteria Manual Revision									
Road Diets									
Pedestrian, Bicycle and Transit Connectivity									
IV. Task 4: Public Involvement									
Community Workshops (2)									
Online Survey									
Advisory Group Meetings (2)									
V. Task 5: Public Hearings and Adoption									
City Council Briefing and Prep (1)									
P&Z Public Hearing and Prep (1)									
City Council Public Hearing and Prep (1)									
Adoption (1)									
VI. Task 6: Documentation									
Map and Roadway Sections									
Report									
Optional Task									
Task 5 - City Council Briefing and Prep (1)									

Attachment D

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