

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF ADDISON AND ICON CONSULTING ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING SERVICES, SURVEYING, PLANNING AND LANDSCAPE ARCHITECTURE SERVICES RELATED TO THE CONSTRUCTION OF VITURVIAN PARK BLOCK 2, IN AN AMOUNT NOT TO EXCEED \$311,065.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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 Icon Consulting Engineers, Inc. to provide professional engineering, surveying, planning and landscape architecture services related to the construction of Vitruvian Park Block 2, in an amount not to exceed \$311,065.00, 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 9th day of February, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS Agreement for Professional Services ("Agreement") is entered into the 26th day of January, 2016, by and between the TOWN OF ADDISON, TEXAS (the "City"), and ICON CONSULTING ENGINEERS, INC., a Texas corporation, (the "Company").

WHEREAS, the City desires Company to perform certain work and services set forth in the Scope of Services attached hereto as **Exhibit A** and incorporated herein (the "Scope of Services") (the work and services to be provided by the Company under this Agreement, including all plans, drawings, specifications, designs, reports, records, and other work product, and estimates, set forth in the Scope of Services and otherwise described or referred to herein are referred to in this Agreement as the "Services"); and

WHEREAS, the Company has expressed a willingness and desires to perform the Services as set forth in this Agreement.

NOW, THEREFORE, the Town of Addison, Texas and Icon Consulting Engineers, Inc., in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby contract and agree as follows:

ARTICLE I GENERAL

The Company shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all Services set forth in Article II hereof for the City in accordance with the terms, conditions and provisions of the Scope of Services, attached hereto as **Exhibit A** and incorporated herein for all purposes, and all of the terms, conditions, and provisions of this Agreement. The City may, at any time, stop any Services by the Company upon giving the Company written notice. Company shall be bound to City by the terms, conditions and responsibilities toward the City for Company's services set forth in this Agreement.

Company shall serve as City's design professional and engineering representative for the project for which the Services are being provided by Company, providing professional engineering services, consultation and advice with respect thereto. Company's work and services consist of

AGREEMENT FOR PROFESSIONAL SERVICES - Page 1

EXHIBIT A

that work and services performed by Company and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants.

Company shall perform all work hereunder in a manner satisfactory and acceptable to City in accordance with the terms and conditions of this Agreement, including (without limitation) the standard of care set forth in this Agreement. Company shall perform all of its services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such services. No less than monthly, Company shall keep City informed, orally or in writing (as requested by City), as to the status of all services of Company in process. All oral information shall be subsequently confirmed in writing.

Company shall not begin work on any Services described herein or other work until City directs Company in writing to proceed.

Company will use its professional skill, judgment and abilities in the performance of its work and Services hereunder, and all work and Services performed under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the engineering profession currently practicing in the same locality in which the work and Services hereunder are being provided under similar conditions. Company shall re-perform and otherwise remedy any work or Services provided by or for Company not meeting or satisfying this standard of care without additional compensation. Further, Company shall perform all services in accordance with, and Company's work product shall comply with, any applicable law, rule, statute, ordinance, regulation, standard, policy or order of any federal, state or local governmental entity or agency having jurisdiction over any matter related to this Agreement or the project for which the Services are being provided by the Company. Company shall be wholly and solely responsible for any work or Services provided by any officer, employee, agent, representative, contractor or subcontractor of Company.

Company represents that it is authorized to practice civil engineering in the State of Texas and that any necessary licenses, permits or other authorization to practice civil engineering and professional surveying and to provide the Services set forth herein have been heretofore acquired as required by law, rule or regulation. Company agrees and acknowledges that City is entering into this Agreement in reliance on Company's professional abilities with respect to performing the Services set forth herein.

AGREEMENT FOR PROFESSIONAL SERVICES - Page 2

EXHIBIT A

Notwithstanding anything to the contrary in this Agreement, the Company is and shall be construed to be an independent contractor exercising control over its work and services and the manner in which it is 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 the City to exercise discretion or control over the professional manner in which the Company performs the work and Services which are the subject matter of this Agreement; provided always however that the work and Services to be provided by Company shall be provided in a manner consistent with all applicable laws, standards, rules and regulations governing such work and Services. The method and manner in which Company's work and Services hereunder shall be performed shall be determined by Company in its sole discretion. The officers, employees, agents, and representatives of, and the methods, equipment and facilities used by, the Company shall at all times be under the Company's exclusive direction and control.

ARTICLE II SERVICES

A. The following services, when authorized in writing by a Notice to Proceed, shall be performed by the Company in accordance with the City's requirements:

PREPARATION OF ALL PLANS, SPECIFICATIONS, DRAWINGS, DESIGNS, DOCUMENTS, REPORTS, RECORDS, OTHER WORK PRODUCT, AND ESTIMATES NECESSARY FOR THE VITRUVIAN PARK PHASE V (BLOCK 2) INFRASTRUCTURE IMPROVEMENTS DESCRIBED IN THE SCOPE OF SERVICES ATTACHED HERETO AS EXHIBIT A.

B. Company shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other work and Services furnished by for, or on behalf of Company under this Agreement. Company shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other work and Services.

C. Neither City's review, approval or acceptance of, nor payment for any of the Services required or provided under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this

AGREEMENT FOR PROFESSIONAL SERVICES - Page 3

EXHIBIT A

Agreement or a release of the responsibility and liability of Company, its owners, officers, employees, subcontractors, agents and consultants for the accuracy and competency of the same, and Company shall be and remain liable to City in accordance with applicable law for all damages to City caused by Company's negligent performance of or willful misconduct in connection with any of the Services or any other services or work furnished by or on behalf of Company under or in connection with this Agreement, nor shall such review, approval, acceptance, 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 the same, and shall not constitute nor be deemed a release of the responsibility and liability of Company, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other Services, documents and work, it being understood that City at all times is relying on Company's skill and knowledge in preparing and providing the Services.

D. The rights and remedies of City and Company under this Agreement are as provided by law.

E. Notwithstanding City's review, approval, or acceptance of, or payment for, any plans, drawings, specifications, or any other work product or Services of Company, Company warrants and represents that such plans, drawings, specifications, and other work product or Services (and including, without limitation, as the same may be amended or supplemented by Company), (i) shall be sufficient and adequate for the project and fit for the purposes for which they are intended, and (ii) shall, to the best of Company's knowledge, information and belief as a civil engineer performing the practice of civil engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error, and shall be satisfactory to City. **In accordance with the standard of care set forth herein, Company agrees that if it shall recommend unsuitable materials in connection with the project for which the Services are being provided by the Company or this Agreement or if the design of the project should be defective in any way, Company will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Company's recommendation of unsuitable materials or defective design.**

AGREEMENT FOR PROFESSIONAL SERVICES - Page 4

EXHIBIT A

ARTICLE III COMPENSATION

A. City shall pay Company for all Services in accordance with the schedule of fees set forth in Exhibit A, when such Services have been authorized in writing and properly performed by Company on the basis herein described, subject to additions or deletions for changes or extras agreed upon in writing, and subject to the City's right to withhold payment pursuant to the terms of this Agreement.

B. Company shall submit to City monthly invoices for its Services under this Agreement. Each invoice shall be accompanied by such documentation as the City may require to verify the accuracy of the invoice, including an itemized statement of reimbursable costs incurred (if any), and the sum of all prior payments under this Agreement. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or work by the City.

Any provision hereof to the contrary notwithstanding, City shall not be obligated to make payment to Company hereunder if:

1. Company is in default of any of its obligations under this Agreement or any other documents in connection with the Services or the project (and payment may be withheld to the extent of any such default);
2. Any part of such payment is attributable to any work or Services of Company which are not performed in accordance with this Agreement;
3. Company has failed to make payment promptly to subcontractors or consultants or other third parties used by Company in connection with Company's Services or other work hereunder for which the City has made payment to Company; or
4. If City, in its good faith judgment and after consultation with Company, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Company's Services or other work under this Agreement, no additional payments will be due Company hereunder unless and until Company performs a sufficient portion of its Services so that such portion of the compensation remaining unpaid is determined by City to be sufficient to complete the Company's Services or other work.

EXHIBIT A

C. Upon complete performance of this Agreement by Company and final approval and acceptance of Company's Services by City, City will make final payment to Company of the balance due under this Agreement within thirty (30) days of the following month after final payment for such Services has been billed by Company.

D. City may deduct from any amounts due or to become due to Company any sum or sums owing by Company to City. In the event of any breach by Company of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or the City's premises or property, arising out of Company's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Company an amount sufficient to completely protect the City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by the Company.

E. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or other work by the City.

ARTICLE IV TIME FOR PERFORMANCE

A. Company shall perform all Services and any other work as provided for under this Agreement in a proper, efficient and professional manner. Subject to the terms and provisions of this Agreement, both parties have agreed to the provisions of this Agreement in anticipation of the orderly and continuous progress of the Services through completion of the Scope of Services specified in Exhibit A, attached hereto.

B. In the event Company's performance of this Agreement is delayed or interfered with by acts of the City or others, Company may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatsoever, shall be claimed by or made to the Company, unless Company shall have made written request upon City for such

AGREEMENT FOR PROFESSIONAL SERVICES - Page 6

EXHIBIT A

extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Company have agreed in writing upon the allowance of additional time to be made.

ARTICLE V DOCUMENTS

A. All instruments of service (including all plans, specifications, drawings, reports, information, designs, documents, computations, computer programs, estimates, surveys, other data or work items, etc., in whatever form or format (whether electronic or otherwise)) prepared by or for Company under or in connection with this Agreement shall be submitted for approval of the City. All instruments of service shall be professionally sealed as may be required by law or by City.

B. All such instruments of service, together with necessary supporting documents, shall be delivered to City, and shall be, belong to, and remain the sole property of the City for the City's exclusive reuse at any time, and the City shall have unlimited rights, for the benefit of City, in all instruments of service, including the right to use same on any other work of City without additional cost to City. The City shall have the right to use such instruments of service for the purpose of completing the project for which the instruments of service were prepared or for such other purposes as the City may deem appropriate; provided, however, that should the City use the same for a purpose not in connection with the project, the City does so at its own risk.

C. Company agrees to and does hereby grant and assign to City all intellectual property rights (whether copyright or otherwise) in and to all such instruments of service in which Company may have a copyright or other intellectual property interest, and to all designs as to which Company may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Company, after completion of the Services and final payment, agrees to furnish the originals of all such instruments of service to the City (or, if this Agreement is terminated or the project for which the Services are being provided is abandoned prior to such completion, Company shall provide the originals of all such instruments of service (whether finished or unfinished) to the City upon such termination or abandonment and the payment of any amounts then due the Company pursuant to this Agreement).

EXHIBIT A

D. All documents or other instruments of service supplied by or on behalf of Company to City as provided herein shall be in Microsoft Word 2013 or compatible with Microsoft Word 2013.

ARTICLE VI TERMINATION

A. City may suspend or terminate this Agreement at any time and for any reason (or for no reason), in its sole discretion, by giving written notice to the Company. In the event of such suspension or termination by City, Company shall have no recourse against City, except for payment for the Services of Company, in accordance with the terms of this Agreement, reasonably determined by the City to have been properly performed hereunder prior to the suspension or termination and for which Company has not been paid. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

B. Either City or Company may suspend or terminate this Agreement because of a breach of this Agreement by the other party, such suspension or termination to be effective ten (10) days after receipt by the breaching party of a written notice specifying such breach, unless the breaching party corrects such breach or presents a mutually agreeable plan to cure such breach within such time. In the event of such suspension or termination, payment to the Company, in accordance with the terms of this Agreement, will be made on the basis of Services reasonably determined by City to be satisfactorily performed prior to the date of suspension or termination. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

In the event of such termination, City may proceed to complete the Services in any manner deemed proper by City, either by the use of its own forces or by resubmitting to others.

C. Should the City require a modification of this Agreement, and in the event City and Company fail to agree upon such modification, either City or Company shall have the option in their respective sole discretion of terminating this Agreement. In the event of such termination,

AGREEMENT FOR PROFESSIONAL SERVICES - Page 8

EXHIBIT A

payment to Company shall be made by the City in accordance with the terms of this Agreement, for the Services mutually agreed upon by the City and the Company to be properly performed by the Company prior to such termination date. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

D. In the event of termination of this Agreement for cause or breach of this Agreement, Company shall promptly deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

ARTICLE VII INSURANCE

A. In connection with this Agreement, Company shall provide and maintain the minimum insurance coverages set forth below:

1. Company shall provide and maintain Workers Compensation at statutory limits, including Employers Liability coverage at minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

2. Company shall provide and maintain in full force and effect during the time of this Agreement, commercial automobile liability insurance (including, but not limited to, insurance covering the operation of owned, non-owned, and hired automobiles, trucks and other vehicles) protecting Company and City as an additional Insured at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage.

3. Company shall provide 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.

AGREEMENT FOR PROFESSIONAL SERVICES - Page 9

EXHIBIT A

4. Company shall also provide and maintain Professional Liability coverage at minimum limits of \$2,000,000.00 covering claims resulting from engineering errors and omissions. Such insurance shall be kept in effect for at least four (4) years after the completion of the Services and this Agreement. If Company fails to maintain the insurance covered during that time, City may pay the premiums to keep the insurance in effect and recover the cost from the Company. 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.

B. With reference to the foregoing insurance, Company shall specifically endorse applicable insurance policies as follows:

1. The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the Workers Compensation and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.

6. 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.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Company may maintain reasonable and customary deductibles, subject to approval by the Town of Addison, Texas

9. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison, Texas.

AGREEMENT FOR PROFESSIONAL SERVICES - Page 10

EXHIBIT A

C. 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 City simultaneously with the execution of this Agreement, and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison, Texas,

3. Upon request, Company shall furnish the Town of Addison, Texas with certified copies of all insurance policies.

D. City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by City.

ARTICLE VIII

COMPANY'S INDEMNIFICATION OBLIGATION

Company covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an "Addison Person" and collectively the "Addison Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability and suits, of any kind and nature whatsoever, made upon any Addison Person, whether directly or indirectly, (collectively, the "Claims"), that arise out of, result from, or relate to an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Company or the Company's agent, consultant under contract, or another entity over which the Company exercises control. 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

AGREEMENT FOR PROFESSIONAL SERVICES - Page 11

EXHIBIT A

NEGLIGENCE OF AN ADDISON PERSON. However when Claims arise out of the co-negligence of an Addison Person and the Company or any Company Persons, Company'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 Addison Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence. Likewise, Company's liability for Addison Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Addison Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence.

Company shall promptly advise the City in writing of any claim or demand against any Addison Person or Company related to or arising out of Company's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Company's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at their own expense, to participate in such defense without relieving Company of any of its obligations hereunder. The provisions of any defense, indemnity, and hold harmless obligation set forth in this Agreement shall survive the termination or expiration of this Agreement.

ARTICLE IX

COMPANY INDEMNIFICATION FOR EMPLOYEES

Company agrees that it is an independent contractor and not an agent of the City, and that Company is subject, as an employer, to all applicable unemployment compensation statutes, laws, rules, and regulations, so as to relieve City of any responsibility or liability from treating Company's employees as employees of City for the purpose of keeping records, making reports or payments of unemployment compensation taxes or contributions. **WITHOUT LIMITING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN ARTICLE VIII AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS PROVISION INCLUDED IN THIS AGREEMENT, COMPANY FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND ALL OTHER ADDISON PERSONS (AS DEFINED IN ARTICLE VII) FROM AND AGAINST AND TO REIMBURSE THE SAME FOR ANY CLAIMS, COSTS, LIENS, HARM, DAMAGES, LOSSES, FEES, PROCEEDINGS, ACTIONS, CAUSES OF**

AGREEMENT FOR PROFESSIONAL SERVICES - Page 12

EXHIBIT A

ACTION, DEMANDS, PENALTIES, FINES, JUDGMENTS, SUITS, EXPENSES OR LIABILITY OF ANY KIND OR NATURE INCURRED UNDER OR RELATED TO SAID STATUTES OR IN CONNECTION WITH EMPLOYEES OF COMPANY.

ARTICLE X ASSIGNMENT

Company shall not and has no power or authority to sell, assign, transfer, or otherwise convey (by any means, including by operation of law or otherwise), or subcontract, this Agreement or any right, duty, obligation or part thereof, without the prior written consent of City. Sale of more than 50% ownership of Company shall be construed as an assignment, transfer, or other conveyance, and any such sale, assignment, transfer, or other conveyance, or subcontract, without the City's prior written consent shall be null and void *ab initio*.

ARTICLE XI APPLICABLE LAWS; GOVERNING LAW; VENUE

Company shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and codes (including, without limitation, building and related codes), including but not limited to the Americans With Disabilities Act and Chapter 469 of the Texas Government Code (relating to elimination of architectural barriers), relating or applicable to the work and Services to be performed under this Agreement.

This Agreement is performable in Dallas County, State of Texas and shall be governed by the laws of the State of Texas; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement. Venue on any suit or matter hereunder shall be exclusively in Dallas County, Texas.

AGREEMENT FOR PROFESSIONAL SERVICES - Page 13

EXHIBIT A

ARTICLE XII ADJUSTMENTS IN SERVICES

No claims for extra services, additional services or changes in the services will be made by Company without a written agreement with City prior to the performance of such services.

ARTICLE XIII EXECUTION BECOMES EFFECTIVE

This Agreement will be effective upon the last of the representatives of the parties to execute this Agreement, as set forth below.

ARTICLE XIV AGREEMENT AMENDMENTS

This Agreement contains the entire and integrated understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by duly authorized representatives of the parties, except as may be otherwise provided therein.

ARTICLE XV GENDER AND NUMBER; HEADINGS

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.

AGREEMENT FOR PROFESSIONAL SERVICES - Page 14

EXHIBIT A

ARTICLE XVI NOTICES AND AUTHORITY

A. The Company agrees to send all notices required under this Agreement to the City Manager of the Town of Addison at 5300 Belt Line Road, Dallas, Texas 75254.

B. The City agrees to send all notices required under this Agreement to the Company at 2840 W. Southlake Blvd., Suite 110, Southlake, Texas 76092.

C. 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 a nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received. From time to time either party may designate another address within the 48 contiguous states of the United States 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.

D. The undersigned officers and/or agents of each 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.

ARTICLE XVII MISCELLANEOUS

A. 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.

B. Rights and Remedies Cumulative; No Waiver; Survival of Remedies. 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. The failure by either party to exercise any right, power, or authority given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall

AGREEMENT FOR PROFESSIONAL SERVICES - Page 15

EXHIBIT A

not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

C. 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 term or 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 term or provision herein, the parties agree to seek to negotiate the insertion of a term or provision as similar in its terms to such illegal, invalid or unenforceable term or provision as may be possible, with the intent that such added term or provision is legal, valid and enforceable.

D. Release of Information. Company shall not divulge or release any information concerning the project or this Agreement to the public, including any the media representative, without City's prior written consent.

E. Force Majeure. Neither party is liable 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 ("Event of Force Majeure"); 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. If such an event necessitates a change in the time required for performance of any act or services hereunder, subject to the other terms and provisions of this Agreement, the parties shall make an equitable adjustment of the schedule and price; provided, however, that the party obligated to perform shall continue to promptly perform all of its obligations under this Agreement while the parties are determining the nature and extent of any such adjustments.

F. 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

AGREEMENT FOR PROFESSIONAL SERVICES - Page 16

EXHIBIT A

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

TOWN OF ADDISON, TEXAS

ICON ENGINEERING, INC.

By: _____
Wesley S. Pierson, City Manager

By: _____
Bruce F. Dunne, President

Date: _____

Date: _____

ATTEST:

By: _____
Laura Bell, City Secretary

EXHIBIT A

EXHIBIT A



September 17, 2015

Ms. Lisa Pyles
Director of Infrastructure, Operations and Services
16801 Westgrove Drive
Addison, Texas 75001-9010

Re: Proposal for Professional Engineering, Surveying, Planning and Landscape Architecture Services to support Infrastructure Improvements to serve Block 2 Development at Vitruvian Park, located in the Town of Addison, Texas.

Dear Ms. Pyles:

Icon Consulting Engineers, Inc. appreciates the opportunity to submit this proposal to the Town of Addison for professional engineering, surveying, planning, landscape architecture and related services for the Vitruvian Park Block 2 project.

We have prepared this proposal to facilitate the construction of a new public roadway hereby designated as Street A for purposes of this proposal. Also included are streetscape and utility improvements along the east right-of-way line of Marsh Lane and the north right-of-way line of Vitruvian Way. The attached exhibit shows the proposed location of the new roadway (Street A) within Block 2. Street A, as currently proposed, will connect to the existing asphalt paved driveway at the northern most end of Ponte Avenue and will continue westerly until the connection to Marsh Lane with an overall length of approximately 1,050 linear feet. Design services to be provided for Street A will include water, wastewater, storm drainage, paving, electric duct bank, telecommunications duct bank, miscellaneous conduits, landscaping, irrigation and streetscape improvements. Improvements along Marsh Lane will include the extension of water, wastewater, storm drainage and gas main improvements along with streetscape, landscaping and irrigation modification for the frontage adjacent to the Vitruvian Park Block 2 tract. Improvements to Vitruvian Way will include the addition of parallel parking spaces to the existing street section along with streetscape, landscape, irrigation and miscellaneous utility improvements from Marsh Lane intersection to the existing Ponte Avenue intersection. With this proposal, we are proposing to provide the following specific scope of services:

BASIC SCOPE OF SERVICES

1) Route Design Surveys

Icon will perform route design surveys for the planning and design of public infrastructure improvements. The route survey for proposed Street A will be the full proposed right-of-way width plus 50' on the south side. Surveys for Marsh Lane will be limited to the east half of the existing right-of-way while the surveys on Vitruvian Way will be confined to

Vermillion Office Park - 2840 W. Southlake Blvd., Suite 110 - Southlake, Tx 76092
Phone: (817) 552-6210 Fax: (817) 778-4845

EXHIBIT A - Page 1

EXHIBIT A

EXHIBIT A

Ms. Lisa Pyles
September 17, 2015
Page 2

the northern half of the existing right-of-way. Survey information provided will include all visible features and 1' contour elevations. A map of the results of the route design surveys will not be prepared. The results of the surveys will be incorporated into the plan design drawings.

2) **Existing Underground Utilities Location**

Icon will contact Texas One Call, or the appropriate utility locator companies, to field locate the existing underground utility lines along Vitruvian Way, Marsh Lane and within the property limits of the proposed Vitruvian Park Block 2 area. The location of the lines as marked will then be surveyed for design purposes.

3) **Preliminary Plat**

City ordinances require that a Preliminary Plat be submitted and approved as a part of the development process for the project. In general, the Plat will illustrate and locate the boundaries of the property being platted, the new lots and blocks into which it is proposed to be divided, and the location and width of existing and proposed right-of-ways and easements.

Icon will prepare the Preliminary Plat for the subject tract in accordance with Town ordinances. The Plat will be prepared based on the boundary verification work to be performed above. It is our understanding the tract will be subdivided into five (5) lots. Along with the Plat, a Preliminary Drainage Plan and a Preliminary Water & Sanitary Sewer Plan will be prepared in accordance with Town ordinances.

Icon will then prepare and submit the application along with the Preliminary Plat, Preliminary Drainage Plan, and Preliminary Water & Sanitary Sewer Plan to the Town and will coordinate processing the Plat with the Town staff for approval. All meetings with Town Staff, Plan Commission and/or City Council will be billed under Project Coordination Meetings.

4) **Final Plat**

Town ordinances require that a Final Plat be submitted and approved as a part of the development process for the dedication of proposed right-of-way for this project. In general, the Plat will illustrate the boundaries of the property being platted, the new lots and blocks into which it is being divided, and the location and width of public rights-of-way and easements. Note that the Plat will require the signature of the owner of the property at the time it is platted.

Based on the Town approved Preliminary Plat, Icon will prepare a Final Plat for the subject tract in accordance with the Town ordinances. The Plat will be prepared based on the boundary verification to be performed above. State plane coordinates for the boundary will be established in accordance with Town requirements. It is our understanding the tract will be subdivided into five (5) lots.

EXHIBIT A – Page 2

EXHIBIT A

EXHIBIT A

Ms. Lisa Pyles
September 17, 2015
Page 3

Icon will then prepare and submit the application along with the Final Plat to the Town of Addison. We will coordinate processing the Plat with the Town staff and will then present the Plat to the Planning & Zoning Commission and City Council for consideration for approval. Once approved, we will coordinate the execution of the Plat and coordinate with Town staff to record the Plat with the County. All meetings with Town Staff, Plan Commission and/or City Council will be billed under Project Coordination Meetings.

5) Right-of-Way Monumentation

Right-of-way monuments will be set in accordance with Town and/or County requirements for the proposed right-of-way for Street A within the Vitruvian Park Block 2 tract. For budgeting purposes, we have estimated eight (8) monuments will be required. Any significant difference in this number may result in an appropriate budget adjustment.

6) Easement By Separate Instrument

The proposed work to be performed under this proposal may require the preparation of easements to be dedicated by separate instrument. For budget purposes, we have estimated five (5) easements. The following will be performed for each easement if required:

- A. Based upon the boundary verification survey work previously performed, property descriptions and exhibits for the easements will be prepared. The descriptions and exhibits will be prepared in accordance with requirements of the appropriate agency.
- B. The descriptions will be submitted to the appropriate agency for preparation of the easement documents.
- C. The completed documents will be forwarded to the appropriate property owner for review and signature.
- D. The signed documents will be submitted to the appropriate agency for approval and recording with the County.

7) Easement Abandonment/Vacation

This project may require the preparation of documents to abandon or vacate existing easements by separate instrument. The easements that may be required to be abandoned or vacated include water, wastewater, drainage, electric, telephone, cable, and possibly miscellaneous other franchise utilities. For budget purposes, we have estimated five (5) easements to be prepared. The following will be performed for each if required:

- A. Based upon the boundary verification survey work previously performed, property descriptions and exhibits for the easements described above will be prepared. The property descriptions and exhibits will be prepared in accordance with the requirements of the appropriate agency.

EXHIBIT A – Page 3

EXHIBIT A

EXHIBIT A

Ms. Lisa Pyles
September 17, 2015
Page 4

B. The descriptions and exhibits will be submitted to the appropriate agency for preparation of the abandonment or vacation document and recording with the County.

8) **Water Plans**

Icon will prepare Water Plans, including detailed design, drafting and specifications, for each of the following improvements in accordance with Town of Addison requirements. Icon will then provide all technical support necessary to facilitate acceptance of these plans by the Town of Addison. The plans will include the following:

- A. **Water Plans:** Plans will be prepared for a new 12" water line to replace the existing 8" water line that is currently in place along Marsh Lane. The new 12" line will extend along Marsh Lane from the intersection of Vitruvian Way for approximately 700 feet. Included will be water line facilities and crossings (within the existing right-of-way for Marsh Lane) for future development phase connections. Also included will be re-connections of existing hydrant leads, services and other water appurtenances that are currently in service from the existing 8" water line. Plans will also be prepared for a new public water line in and along proposed Street A for a complete water system to serve Vitruvian Park Block 2.
- B. **Water Profiles:** Water line profiles will be provided for the 12" system in Marsh Lane and for the water line system in and along Street A.
- C. **Traffic Control and Phasing Plans:** Traffic control and phasing plans along with necessary details will be prepared for the construction of the proposed water lines.
- D. **Erosion & Sediment Control Plan:** The plan will be prepared in compliance with the Texas Pollutant Discharge Elimination System (TPDES) program administered by the Texas Commission on Environmental Quality (TCEQ). The plan will include erosion and sediment control measures for use during construction of the project.
- E. **Construction details.**

After reviewing the plans with Town staff, Icon will prepare the necessary applications and submit the Water Plans to the Town of Addison. We have included attending all required design coordination meetings with Town of Addison staff for the purpose of obtaining plan approval.

9) **Wastewater Plans**

Icon will prepare Wastewater Plans, including detailed design, drafting and specifications, for each of the following improvements in accordance with Town of Addison requirements. Icon will then provide all technical support necessary to facilitate acceptance of these plans by the Town of Addison. The plans will include the following:

EXHIBIT A – Page 4

EXHIBIT A

EXHIBIT A

Ms. Lisa Pyles
September 17, 2015
Page 5

- A. **Wastewater Plan:** A wastewater plan for all proposed public wastewater system improvements located within Vitruvian Park Block 2 tract will be prepared. Plans will be prepared for a new 10" wastewater line to replace the existing 8" wastewater line that is currently in place along Marsh Lane. The new 10" line will extend along Marsh Lane for approximately 450 feet and then extend easterly along Street A to the intersection with Ponte Avenue. Included will be re-connection of existing wastewater mains, services and other wastewater appurtenances that are currently in service, as well as design of temporary improvements necessary to keep these existing facilities in place during construction.
- B. **Wastewater Profiles:** Profiles for all public wastewater lines will be prepared.
- C. **Traffic Control and Phasing Plans:** Traffic control and phasing plans along with necessary details will be prepared for the construction of the public wastewater improvements in Vitruvian Park Block 2.
- D. **Erosion & Sediment Control Plan:** The plan will be prepared in compliance with the Texas Pollutant Discharge Elimination System (TPDES) program administered by the Texas Commission on Environmental Quality (TCEQ). The plan will include erosion and sediment control measures for use during construction of the project.
- E. **Construction details.**

After reviewing the plans with Town staff, Icon will prepare the necessary applications and submit the Wastewater Plans to the Town of Addison. We have included attending all required design coordination meetings with Town of Addison staff for the purpose of obtaining plan approval.

10) Storm Drainage System Plans

Icon will prepare Storm Drainage Plans, including detailed design, drafting and specifications, for each of the following improvements in accordance with Town of Addison requirements. Icon will then provide all technical support necessary to facilitate acceptance of these plans by the Town of Addison. The plans will include the following:

- A. **Drainage Area Map and Computations:** An overall site drainage area map with hydrology and hydraulic computations will be prepared. This information will be utilized solely for sizing of proposed drainage systems within Vitruvian Park Block 2 at this time.
- B. **Storm Drain Plans:** Storm drainage plans will be prepared for all proposed public drainage system improvements within Vitruvian Park Block 2. Provisions will be included to address existing run-off from bordering properties as well as for proposed systems and future improvements for properties adjacent to the Vitruvian Park Block 2 tract.

EXHIBIT A – Page 5

EXHIBIT A

EXHIBIT A

Ms. Lisa Pyles
September 17, 2015
Page 6

- C. Storm Drain Profiles: Profiles for all public storm drainage lines within the Vitruvian Park Block 2 tract will be prepared.
- D. Traffic Control and Phasing Plans: Traffic control and phasing plans along with necessary details will be prepared for the construction of the storm drainage improvements included in this proposal.
- E. Erosion & Sediment Control Plan: The plan will be prepared in compliance with the Texas Pollutant Discharge Elimination System (TPDES) program administered by the Texas Commission on Environmental Quality (TCEQ). The plan will include erosion and sediment control measures for use during construction of the project.
- F. Construction details.

After reviewing the plans with Town staff, Icon will prepare the necessary applications and submit the Storm Drainage Plans to the Town of Addison. We have included attending all required design coordination meetings with Town of Addison staff for the purpose of obtaining plan approval.

11) Electric Duct Bank, Telecommunications and Miscellaneous Conduit Plans

Icon will prepare plans for underground Electric Duct Bank system improvements, Telecommunication system improvements and Miscellaneous Conduit Plans, including detailed design, drafting and specifications, for the following improvements in accordance with Oncor Electric Delivery standards, AT&T design standards, and other franchise utility providers' requirements. The plans will be reviewed with Town of Addison staff prior to submitting to Oncor Electric, AT&T and all other appropriate franchise utility providers for processing. Icon will then provide all technical support necessary to facilitate acceptance of these plans. The plans will include the following:

- A. Duct Bank Plans: Plans and details for the proposed underground electric duct bank system improvements, telecommunication duct bank system improvements (telecommunications, data, fiber optics, cable) and miscellaneous conduits duct bank system for installation of irrigation, street lighting and other miscellaneous underground sleeving needs will be prepared for the Vitruvian Park Block 2 tract.
- B. Duct Bank Profiles: Profiles for all underground electric duct bank system improvements, telecommunications duct bank system improvements, and duct bank systems for the miscellaneous conduits will be prepared.
- C. Traffic Control and Phasing Plans: Traffic control and phasing plans along with necessary details will be prepared for the construction of the electric duct bank and miscellaneous conduit improvements for Vitruvian Park Block 2.
- D. Erosion & Sediment Control Plan: The plan will be prepared in compliance with the Texas Pollutant Discharge Elimination System (TPDES) program administered by the

EXHIBIT A – Page 6

EXHIBIT A

EXHIBIT A

Ms. Lisa Pyles
September 17, 2015
Page 7

Texas Commission on Environmental Quality (TCEQ). The plan will include erosion and sediment control measures for use during construction of the project.

E. Construction details.

After reviewing the plans with Town of Addison staff, Icon will prepare the necessary applications and submit the Electric Duct Bank Plans to Oncor Electric Delivery, Telecommunications Duct Bank Plans to AT&T, and the miscellaneous conduit plans to the appropriate franchise utility providers. We will coordinate and meet with Oncor Electric, AT&T and other franchise utility providers' staff for the purpose of obtaining their approval. We have also included attending all required design coordination meetings with Town of Addison staff for the purpose of obtaining plan approval.

12) Paving and Grading Plans

Icon will prepare Paving Plans, including detailed design, drafting and specifications, for each of the following improvements in accordance with Town of Addison requirements. Icon will then provide all technical support necessary to facilitate acceptance of these plans by the Town of Addison. The plans will include the following:

A. Paving Plans: Plans for the construction of Street A will be prepared. Street A, as currently proposed, will connect to the existing asphalt paved driveway at the northern most end of Ponte Avenue. A "Type C" street section will be provided until the connection with Marsh Lane, a distance of approximately 1,000 feet. The Type "C" roadway section will be designed as a two lane roadway with parallel parking along the outside lanes within a 53' wide right-of-way. All street sections will be designed in general conformance with the details and sections included in the Planned Development conditions for Vitruvian Park.

Paving improvements to Vitruvian Way will consist of the addition of parallel parking spaces along the north side of the street from Marsh Lane to Ponte Avenue. No paving improvements are proposed along Marsh Lane with the exception of the street intersection with proposed Street A. It is also our understanding that the existing median openings within Marsh Lane will stay in their current locations with no proposed modifications planned.

B. Paving Profiles: Profiles for all public paving improvements within the Vitruvian Park Block 2 tract will be prepared.

C. Pavement Cross-Sections: Cross sections indicating existing and proposed elevations along proposed public rights-of-way for Street A will be provided on maximum 100' intervals.

D. Traffic Control and Phasing Plans: Traffic control and phasing plans along with necessary details will be prepared for the construction of the public paving improvements included in this proposal.

EXHIBIT A – Page 7

EXHIBIT A

EXHIBIT A

Ms. Lisa Pyles
September 17, 2015
Page 8

E. Erosion & Sediment Control Plan: The plan will be prepared in compliance with the Texas Pollutant Discharge Elimination System (TPDES) program administered by the Texas Commission on Environmental Quality (TCEQ). The plan will include erosion and sediment control measures for use during construction of the project.

F. Construction details.

After reviewing the plans with Town of Addison staff, Icon will prepare the necessary applications and submit the Paving Plans to the Town. We have included attending all required design coordination meetings with Town of Addison staff for the purpose of obtaining plan approval.

13) Streetscape, Landscape and Irrigation Plans

Icon will prepare Streetscape, Landscape and Irrigation Plans, including detailed design, drafting and specifications for the proposed right-of-way for Street A and for Vitruvian Way (north side of Vitruvian Way right-of-way only). Design shall be in general compliance with the Planned Development agreement for various street right-of-way sections. Icon will then provide all technical support necessary to facilitate acceptance of these plans by the Town of Addison. Drawings will be prepared to provide layout and construction details required to properly bid and install the following:

- A. Landscape Planting Plan: The plan will be prepared to include material locations, genus/species, quantity spacing, size and varieties to be utilized on site. Details and enlargements will be prepared as necessary in order to clarify intent of layout.
- B. Irrigation Plan: The plan will be prepared to include location and model of all heads, valves, meters, controller electrical service, wiring, etc. as well as size of all piping and sleeving. Details and enlargements will be prepared as necessary in order to clarify intent of layout.
- C. Drainage Plan: The plan will be prepared to include drainage facilities pertaining to any planting beds or tree wells.
- D. Streetscape Plans: The plan will be prepared to include selection and locations of Street Furniture.
- E. Special Pavement Treatment Plan: The plan will be prepared to include specifying locations and providing details for brick paver areas, concrete stamping, coloring, etc. for streets and street intersections, sidewalks, cross walks, median noses, etc.
- F. Street Lighting Plan: The plan will be prepared to include full lighting design services consisting of photo metrics, fixtures, electrical service, wiring, etc. for a complete functional street lighting system along proposed Street A.

EXHIBIT A – Page 8

EXHIBIT A

EXHIBIT A

Ms. Lisa Pyles
September 17, 2015
Page 9

After reviewing the plans with Town of Addison staff, Icon will prepare the necessary applications and submit the plans to the Town of Addison. Icon will meet with Town of Addison staff and provide coordination and technical support necessary to facilitate acceptance of plans by the Town of Addison.

14) Texas Architectural Barriers Project Registration (TABPR)

The project will require plans to be reviewed in accordance with TABPR guidelines. Icon will submit drawings for public infrastructure improvements within Vitruvian Park Block B directly to a state licensed TABPR reviewer for review. The following will be performed:

- A. Prepare the TABPR application and obtain Town of Addison signatures for submittal.
- B. Submit the completed application, review fee, and construction drawings to the reviewer for review and approval.
- C. Coordinate with the reviewer to address comments. Once comments have been cleared, the project will be registered with the Texas Department of Licensing and Regulations.
- D. Upon completion of construction, coordinate with the reviewer to have post construction audit performed.

15) Storm Water Pollution Prevention Plan

The Storm Water Pollution Prevention Plan (SWPPP) manual will be prepared in accordance with the Texas Pollutant Discharge Elimination System (TPDES) General Permit for Storm Water Discharges from Construction Activities. This program is administered by the Texas Commission on Environmental Quality (TCEQ).

The SWPPP manual will be prepared to cover the entire 16± acre project. It is assumed that there may be several General Contractors with responsibility for the day-to-day operations. Each General Contractor will be responsible for implementing the SWPPP and for conducting the periodic inspections for the work covered by their contracts as required by the regulations.

Preparation of the SWPPP manual will include the Notice of Intent's, Delegation Letters, Site Notices, MS4 Notifications and Notice of Termination's for both the Owner and each of the General Contractors. The Owner and General Contractors will have the responsibility to certify the SWPPP, sign and submit the NOI's and Delegation Letters and post the Site Notice and NOI's.

16) Project Meetings

During the surveying, planning, and design phases, Icon will attend project meetings with the Town of Addison, RH Shackelford, Inc. and/or other project design team members. We have budgeted 70 man-hours for meetings.

EXHIBIT A – Page 9

EXHIBIT A

EXHIBIT A

Ms. Lisa Pyles
September 17, 2015
Page 10

17) Construction Phase Services

Construction administration services will be performed for the following:

- A. Prepare bid proposal forms for Infrastructure Improvements relating to public improvements within the Vitruvian Park Block 2 tract. Included will be wastewater, water, storm drainage, electric duct bank, telecommunications duct bank, miscellaneous conduits, grading, paving, street lighting, landscaping, irrigation and streetscape improvements. It is anticipated that all improvements will be bid as one bid package.
- B. Prepare bid proposal documents and submit to Town of Addison for distribution to contractors for bidding purposes.
- C. Prepare and issue addenda as appropriate to clarify, correct or change the bidding documents.
- D. Attend the pre-bid meeting for public infrastructure improvements.
- E. Respond to contractor questions during the bidding process.
- F. Once the construction bids have been submitted, assist the Town of Addison in preparing a bid tabulation and in contractor selection.
- G. Provide assistance to the Town of Addison in the preparation of construction contracts for execution by the Town of Addison and the successful contractor.
- H. Attend the pre-construction conference.
- I. Review request for information (RFI), shop drawings, material submittals, test reports, and change orders related to the work.
- J. Attend a once-a-month construction progress meeting.
- K. When the construction has been completed, perform a final review (in conjunction with Town of Addison staff) of the public infrastructure improvements and related work, and provide the contractors with a punch list for each phase.
- L. Once the punch list is completed, perform a final review of completed improvements in union with Town of Addison staff to verify all punch list items have been completed.

18) Record Drawings

Upon completion of construction of the infrastructure improvements for the Vitruvian Park Block 2 project, Icon will prepare one (1) set of mylar record drawings, three (3) full size bond drawing sets, and electronic files in CAD and PDF formats for the Town of Addison based on marked-up plans to be provided by each of the contractors.

EXHIBIT A – Page 10

EXHIBIT A

EXHIBIT A

Ms. Lisa Pyles
September 17, 2015
Page 11

COMPENSATION

Icon Consulting Engineers, Inc. proposes to provide the Basic Scope of Services as described above on a "not-to-exceed" fee basis as follows:

- 1) **Route Design Surveys** – Icon will perform the services as described for a not-to-exceed fee of **\$8,920**.
- 2) **Existing Underground Utilities Location** - Icon will perform the services as described for a not-to-exceed fee of **\$1,265**.
- 3) **Preliminary Plat** - Icon will perform the services as described for a not-to-exceed fee of **\$6,890**.
- 4) **Final Plat** - Icon will perform the services as described for a not-to-exceed fee of **\$5,300**.
- 5) **Right-of-Way Monumentation** - Icon will perform the services as described for a not-to-exceed fee of **\$3,290**.
- 6) **Easement By Separate Instrument** – Icon will perform the services for a not-to-exceed fee of **\$4,500** based on a maximum of five (5) easements by separate instrument.
- 7) **Easement Abandonment /Vacation** – Icon will perform the services as described for a not-to-exceed fee of **\$4,500** based on a maximum of five (5) easement abandonment/vacation documents.
- 8) **Water Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$19,350**.
- 9) **Wastewater Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$22,750**.
- 10) **Storm Drainage System Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$40,530**.
- 11) **Electric Duct Bank and Misc. Conduit Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$44,490**.
- 12) **Paving and Grading Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$28,230**.
- 13) **Streetscape, Landscape and Irrigation Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$34,070**.
- 14) **Texas Architectural Barriers Project Registration (TABPR)** – Icon will perform the services as described for a not-to-exceed fee of **\$3,710**.

EXHIBIT A – Page 11

EXHIBIT A

EXHIBIT A

Ms. Lisa Pyles
September 17, 2015
Page 12

- 15) **Storm Water Pollution Prevention Plan** – Icon will perform the services as described for a not-to-exceed fee of \$4,250.
- 16) **Project Meetings** - Icon will perform the services as described for a not-to-exceed fee of \$13,300.
- 17) **Construction Phase Services** – Icon will perform the services as described for a not-to-exceed fee of \$32,260.
- 18) **Record Drawings** - Icon will perform the services as described for a not-to-exceed fee of \$7,960.
- 19) **Reimbursable Expenses** – As described below for a not-to-exceed fee of \$25,500.

TOTAL NOT-TO-EXCEED FEE FOR TASKS 1 THROUGH 19 = \$311,065.

Please note that the above fees are based on a smooth project implementation and have assumed no major changes to the scope of services. Fees shown for the hourly basis elements are for budgeting purposes only and invoices will reflect the actual time incurred. Should work outside the above scope of services be required, a separate proposal will be submitted to the Town of Addison for approval prior to our beginning the additional services.

REIMBURSABLE EXPENSES

Reimbursable expenses consisting of in-house reproduction charges and auto travel will be billed as a direct expense at our attached established rates. Reimbursable expenses consisting of courier services and outside reproduction charges will be billed as a direct expense at cost plus fifteen (15%) percent. Plan submittal and review fees, permit, filing and other agency fees will be billed as a direct expense at cost plus ten (10%) percent.

SPECIAL SERVICES

We have made our best effort to prepare a thorough and complete proposal to successfully complete this project. However, there may be additional or special services that we are not currently aware of that are required or that the Town of Addison may desire that we provide. These services may add time and cost to the ultimate schedule and budget for the project. Should such a situation occur, a separate proposal will be submitted to the Town of Addison for approval prior to our beginning these services. The following is a partial list of services not considered to be a part of the Basic Scope of Services outlined in this proposal, but are services that can be provided if requested by the Town of Addison:

- Geotechnical and environmental studies.
- Design of off-site improvements not specifically included in the proposal.
- Regional drainage study including hydrologic/hydraulic analysis of off-site drainage.

EXHIBIT A – Page 12

EXHIBIT A

EXHIBIT A

Ms. Lisa Pyles
September 17, 2015
Page 13

- Design of storm drainage detention/retention facilities.
- Hydraulic analysis of existing sanitary sewer systems.
- Hydraulic modeling of existing water system.
- Traffic impact study.
- Design of retaining walls or screening walls.
- Construction phases services, including, but not limited to, the following:
 - Review of contractor pay requests.
 - Preparation of change orders.
 - Site visits.
 - Construction observation.
 - Surveying services.
- Redesign of the site after the layout has been approved by the client.
- Revisions required due to amendments/changes in regulatory criteria (i.e., zoning and subdivision ordinances, design criteria, results of legislation, court decisions, etc.) adopted after the date of the proposal, which becomes effective retroactive prior to the date of the proposal.

We at Icon Consulting Engineers, Inc. appreciate the opportunity to provide you with this proposal for professional engineering, surveying, planning, landscape architecture and related services for this project, and are very excited regarding the possibility of working with you.

Once again, thank you for this opportunity. Please do not hesitate to call if you have any questions or if we may provide additional information.

Sincerely,

Icon Consulting Engineers, Inc.



Bruce F. Dunne, P.E.
President

F:\5029-04\W\Icon\Icon Proposal.doc

EXHIBIT A – Page 13

EXHIBIT A

EXHIBIT A

