



Post Office Box 9010 Addison, Texas 75001-9010 5300 Belt Line Road
(972) 450-7000 Fax: (972) 450-7043

AGENDA

WORK SESSION OF THE CITY COUNCIL

6:00 P.M.

AND

REGULAR MEETING OF THE CITY COUNCIL

7:30 P.M.

APRIL 8, 2008

TOWN HALL

5300 BELT LINE ROAD

WORK SESSION

Item #WS1 - Discussion regarding a proposal from John Stainback to study the Town's possible participation in the expansion of existing hotels in Addison.

Item #WS2 - Discussion regarding the National Flood Insurance Program.

REGULAR SESSION

Item #R1 - Consideration of Old Business.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for:

March 25, 2008, Regular City Council Meeting and Work Session

Item #R3 - Presentation of the Addisontx.gov web site by Hamid Khaleghipour.

Item #R4 - Consideration and approval of a contract with Convergent Technologies LLC., for the purchase and installation of a Wireless Mesh network at the Addison Circle Park in the amount of \$49,520.60, and authorizing the City Manager to execute the same, subject to the City Attorney's final approval.

Attachments:

1. Council Agenda Item Overview
2. Special Events Credit Card Overview
3. WiFi Redundant Coverage-Exhibit 1
4. Contract

Administrative Recommendation:

Administration recommends approval.

Item #R5 - Consideration and approval of an ordinance for a meritorious exception to Section 62-163, Area, of the Sign Ordinance, requested by Assurant, located at 4550 Excel Parkway, Suite #400.

Attachments:

1. Staff Report
2. Application
3. Site Plan

Administrative Recommendation:

Administration recommends denial.

Item #R6 - Consideration and approval of a contract with Anderson Paving for repair and overlay to Sakowitz Drive, and for repairs to Addison Road.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

Item #R7 - Consideration and approval of a contract with Icon Consulting Engineers, Inc., for the preparation of Construction Documents for Brookhaven Club Drive, Street "B" and Vitruvian Park.

Attachment:

1. Council Agenda Item Overview
2. Proposal

Administrative Recommendation:

Administration recommends approval.

Item #R8 - Consideration and approval for the Addison Fire Department to submit a grant application to the U.S. Department of Homeland Security, Assistance to Firefighters Grant Program.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

Item #R9 - REPLAT/Addison Airport Industrial District, Lot 7A & 14A, Block B.
Consideration of approval of a replat for two lots on 5.083 acres, located east of Midway Road, at the corner of Wright Brothers Drive and Wiley Post Road, on application from Westerman, Ltd., represented by Mr. Christopher McClusky of Pacheco Koch Consulting Engineers.

Attachments:

1. Docket Map
2. Staff report
3. Plat

Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on March 27, 2008, voted to recommend approval of the replat for Addison Airport Industrial District, Lot 7A and 14A, Block B, subject to the following conditions:

1. Monuments must be set at all property corners that do not currently have monuments. Please revise the plat as required.
2. Please define the purpose of the "10' Reserve" along Midway Road.
3. Please insure that the limits of the sanitary sewer easement are clearly delineated.
4. If possible, do not show the building lines on adjacent tracts and abandon.
5. The building line in the platted area by this plat.
6. Add a 5' Sidewalk, Utility & Drainage Easement along Midway Road.
7. Add a 15' Drainage Easement along the southern lot line of Lot 14A.
8. Provide a closure sheet.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Lay, Wood

Voting Nay: None

Absent: None

Administrative Recommendation:

Administration recommends approval.

Adjourn Meeting

Posted:
April 4, 2008 at 5:00 P.M.
Mario Canizares - City Secretary

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS
WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

Council Agenda Item **#WS1**

There are no attachments for this Item.

Council Agenda Item **#WS2**

There are no attachments for this Item.

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
WORK SESSION**

March 25, 2008
6:00 P.M. – Town Hall
5300 Belt Line Road
Upstairs Conference Room

Present: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Meier, Mellow and Niemann

Absent: None

Work Session

Item #WS1 - Presentation by Edwin Flores, DISD Board, regarding the Dallas Independent School District Bond Program and other school issues.

Edwin Flores presented this Item. There was no action taken.

Item #WS2 - Discussion regarding the following property acquisitions:

- a) .63 acres located at 4099 Brookhaven Club Drive (adjacent to UDR development).
- b) 1.75 acres located at 15810-15812 Addison Road.

Ron Whitehead and Randy Moravec presented this Item. There was no action taken.

Item #WS3 - Discussion regarding a Texas Parks and Wildlife Outdoor Recreation Grant Application for the proposed Vitruvian Park located in the UDR development.

Slade Strickland presented this Item. There was no action taken.

Item # WS4 - Discussion regarding a contract with Interprise Design for a facility review of the Police and Courts building for possible renovation.

Ron Davis presented this Item. There was no action taken.

Mayor-Joe Chow

Attest:

City Secretary-Mario Canizares

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
REGULAR SESSION**

March 25, 2008
7:30 P.M. – Town Hall
5300 Belt Line Road
Council Chambers

Present: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Meier, Mellow and Niemann

Absent: None

Regular Session

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Ronnie Lee with the IT Department, Jerry Lewandowski with the Finance Department and Blake Potts with the Police Department.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for:

March 11, 2008, Regular City Council Meeting and Work Session

Councilmember Braun moved to duly approve the March 11, 2008, Regular City Council Meeting and Work Session Minutes.

Councilmember Niemann seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow, Niemann

Voting Nay: None

Absent: None

Item #R3 - Presentation and briefing on the Town-wide WiFi network upgrade by a representative from RedMoon.

Brian Thompson, RedMoon representative, presented this Item. There was no action taken.

Item #R4 - Consideration and approval of a resolution relating to the giving of notice of intention to issue Town of Addison, Texas, combination tax and revenue certificates of obligation, Series 2008.

Councilmember Niemann moved to duly approve Resolution No. R08-005 relating to the giving of notice of intention to issue Town of Addison, Texas, combination tax and revenue certificates of obligation, Series 2008.

Councilmember Kraft seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow, Niemann
Voting Nay: None
Absent: None

Item #R5 - Consideration and approval to terminate the Aloha Environmental contract for roll-off trash containers (dumpsters) which was included in the restroom and trash removal bid (07-24) for the 2008 special event season, and awarding the contract to the second low bidder, Moore Disposal.

Councilmember Kraft moved to duly approve the termination of the Aloha Environmental contract for roll-off trash containers (dumpsters) which was included in the restroom and trash removal bid (07-24) for the 2008 special event season, and the award of the contract to the second low bidder, Moore Disposal.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow, Niemann
Voting Nay: None
Absent: None

Item #R6 - Consideration and approval authorizing the City Manager to enter into a contract with Interprise Design for a facility review of the Police and Courts building for possible renovation.

Councilmember Niemann moved to duly approve authorizing the City Manager to enter into a contract with Interprise Design for a facility review of the Police and Courts building for possible renovation, subject to the City Attorney's approval.

Councilmember Meier seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow, Niemann
Voting Nay: None
Absent: None

Item #R7 - Consideration and approval of award of bid to Overhead Door Company of Ft. Worth, for the purchase and installation of fire apparatus bay doors and associated hardware and controllers at Central Fire and Fire Station #2 in the amount of \$58,169.00.

Councilmember Braun moved to duly approve the award of bid to Overhead Door Company of Ft. Worth, for the purchase and installation of fire apparatus bay doors and associated hardware and controllers at Central Fire and Fire Station #2 in the amount of \$58,169.00

Councilmember Kraft seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow, Niemann
Voting Nay: None
Absent: None

Item #R8 - **PUBLIC HEARING.** (Case 1522-Z/Town of Addison) Consideration and approval of an Ordinance amending Appendix A of the Code of Ordinances (The Comprehensive Zoning Ordinance), Article XXI, Landscaping Regulations, by amending Sections 1-13 regarding landscaping, on application from the Town of Addison, represented by Mr. Slade Strickland.

Mayor Chow continued the meeting as a public hearing. There were no questions or comments. Mayor Chow closed the meeting as a public hearing.

Councilmember Braun moved to duly approve Ordinance No. 008-006, amending Appendix A of the Code of Ordinances (The Comprehensive Zoning Ordinance), Article XXI, Landscaping Regulations, by amending Sections 1-13 regarding landscaping, on application from the Town of Addison, represented by Mr. Slade Strickland.

Councilmember Meier seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow, Niemann
Voting Nay: None
Absent: None

Item #R9 - **PUBLIC HEARING.** To notify the public of proposed park improvements planned on a tract of land located within a floodplain/wetland associated with the Vitruvian Development. The project will have certain environmental impacts on the floodplain/wetland area. The property is located approximately one mile north of the intersection of I-635 and Marsh Lane in Addison, Texas, and is bound by Spring Valley Road to the north, a multi-family residential community to the east, Brookhaven College to the South and Marsh Lane to the west.

Mayor Chow opened the meeting as a public hearing. There were no questions or comments. Mayor Chow closed the meeting as a public hearing.

There was no action taken.

Item #R10 - **PUBLIC HEARING.** Consideration and approval of a resolution authorizing an application to the Texas Parks and Wildlife Department (TPWD), Recreation Grants Branch, Local Park Grant Program, for a fifty percent matching fund reimbursement grant.

Mayor Chow opened the meeting as a public hearing. There were no questions or comments. Mayor Chow closed the meeting as a public hearing.

Councilmember Niemann moved to duly approve Resolution No. R08-006 authorizing an application to the Texas Parks and Wildlife Department (TPWD), Recreation Grants Branch, Local Park Grant Program, for a fifty percent matching fund reimbursement grant.

Councilmember Kraft seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow, Niemann

Voting Nay: None

Absent: None

There being no further business before the Council, the meeting was adjourned.

Mayor-Joe Chow

Attest:

City Secretary-Mario Canizares

Council Agenda Item **#R3**

There are no attachments for this Item.

Council Agenda Item: #R4

SUMMARY:

This item is to request the Council’s approval of a contract with Convergent Technologies LLC. for the purchase and installation of a wireless mesh network at the Addison Circle Park. We solicited for bids and received three (3) proposals. Convergent was the lowest bidder.... A copy of the contract and a copy of the credit card charges comparison are attached...

FINANCIAL IMPACT:

Total cost of the system: **\$49,520.60**

Budgeted amount: **\$0**

This isn’t a budgeted item...

BACKGROUND:

The town began accepting credit cards for both admission to the park and purchasing tickets for food and beverages during the Special Events in 2005... Initially, the town rented credit card machines from Wells Fargo and used Cingular wireless GPRS (General Packet Radio Service) network (a packet-based wireless communication service) for connectivity which was slow and had its own challenges... In 2006, we purchased the credit card machines and started using RedMoon’s WiFi services for the connectivity that was configured and installed before each event and removed after ... We paid approximately ~ \$7,000 per event for their services...

As you will notice on the attachment the increases from 2005 to 2007 are substantial - over 100% increase in both sales \$ and transaction volumes from 2005 to 2007. And without a doubt, analyses of these stats strongly suggest a key contributor to our success is using a WiFi network which has provided uninterrupted service to all parts of Addison Circle Park. The general public is more reliant on electronic processing using credit/debit cards to conduct their financial transactions. This is evident in the data (sales and transaction volume) from Special Events as well as internally with our payment portal for Utilities and E-Courts. By providing the credit card option, I believe we allow for more sales opportunities. People are averse to carrying large amounts of cash and by giving them the ability to use credit cards they can complete transactions from \$1 to \$50 with relative ease versus debating whether to pay an ATM fee to withdraw cash...

In addition, the proposed wireless mesh network is scalable and if we ever decided to offer WiFi servers to our vendor at the Addison Circle Park, we could require the food vendors (and arts/crafts) to pay us a transaction fee or % of sales number in order to be able to access that service. It really could be looked upon as a way to recover our costs versus an additional revenue source....

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to enter into a contract with Convergint Technologies LLC. for the purchase, and installation of a wireless mesh network at the Addison Circle Park in the amount of \$49,520.60 subject to the City Attorney's final approval....

**SPECIAL EVENT
CREDIT CARD CHARGES**

	2007			2006			2005		
	<i># of Transactions</i>	<i>Amount</i>	<i>Amount Per Transaction</i>	<i># of Transactions</i>	<i>Amount</i>	<i>Amount Per Transaction</i>	<i># of Transactions</i>	<i>Amount</i>	<i>Amount Per Transaction</i>
TASTE ADDISON									
Visa / Mastercard	3,338	58,712	17.59	2,288	39,322	17.19	853	12,525	14.68
AMEX	264	4,650	17.61	182	3,138	17.24	91	1,484	16.31
Discover	102	1,915	18.77	48	809	16.85	22	324	14.73
ITALIA									
Visa / Mastercard	259	5,353	20.67	-	-	-	-	-	-
AMEX	28	590	21.07	-	-	-	-	-	-
Discover	10	220	22.00	-	-	-	-	-	-
MUSIC MAN									
Visa / Mastercard	28	550	19.64	-	-	-	-	-	-
AMEX	1	10	10.00	-	-	-	-	-	-
Discover	-	-	-	-	-	-	-	-	-
OKTOBERFEST									
Visa / Mastercard	6,108	140,296	22.97	5,547	128,558	23.18	3,033	83,643	27.58
AMEX	545	17,644	32.37	436	14,435	33.11	296	11,178	37.76
Discover	197	4,806	24.40	183	4,605	25.16	101	3,060	30.30
	10,880	234,746	21.58	8,684	190,867	21.98	4,396	112,214	25.53
INCREASES FROM PRIOR YEAR	2,196 25%	43,879 23%		4,288 98%	78,653 70%				
INCREASES FROM 2005 TO 2007	6,484 147%	122,532 109%							



Security Proposal

Date: January 25, 2008

Quotation: 2010300840

To: City of Addison

16801 West Grove Drive
Addison, TX

Project: Addison - WiFi - Redundant
Coverage rev1

Attn: Hamid Khaleghipour

From: Convergint Technologies LLC
Phil Kertz
phil.kertz@convergint.com

Mobile: (972) 989-9282

Direct: (469) 568-7900

Fax: (469) 568-7901

Convergint Technologies is please to provide this proposal for your consideration. All components are warranted for a period of one (1) year, unless otherwise specified, against all defects in material workmanship. This quotation shall remain firm for a period of forty-five (45) days from the proposal date, and price is based upon delivery of equipment within three (3) months. Convergint Technologies payment terms are net 30

Security System Scope of Work

Redundant WiFi - Equipment Installation City of Addison - Fairgrounds Ticket Sales

14 - Wireless Mesh Nodes (2 - existing)

Proposal includes:

- Firetide Wireless WiFi Units
- Omni Directional Antennas
- Wireless Access Points 802.11 B&G
- Pole mounting hardware
- Installation labor
- Programming labor
- Lift

Equipment installation and location of wireless network nodes is per network design by Agile Mesh

Wireless Mesh Equipment

Proposal includes:

- 8 - Indoor Mesh Nodes (indoor nodes installed in exterior rated housings)
- 4 - Outdoor Wireless Mesh Nodes
- 6 - Wireless Access Points

Assumptions:

- Dual Mesh Networks for Redundancy
 - Connected together at the Addison LAN switch
- All of the Kiosks equipped with a Mesh node
 - Three of these pre-configured for Mesh "A"
 - Three of these pre-configured for Mesh "B"
 - Would be deployed in A-B pairs
 - Redundancy within Kiosk (upon failure of Kiosk radio) would be achieved by running ethernet cable from adjacent Kiosk
- Dual Outdoor Mesh Nodes mounted on roof of Pavilion
- Dual Access Points mounted under covered area of Pavilion
- Current Unused mesh nodes relocated to:
 - West side of Pergola
 - South side of Park

Installation, programming and testing is included in pricing

City of Addison will also supply all network switches as required for interface with the wireless mesh equipment from the backhaul to the LAN

Proposal assumes 110VAC is available at each node location on existing light poles



End of Security System Scope of Work

Performance Items

Yes	No	Description	Yes	No	Description
/		Material (listed on the BOM)		/	Installation of Specialty Back Boxes
/		Freight (prepaid)		/	Connection to Building Fire Alarm Panel
	/	Applicable Taxes	/		Installation & Power of Control Panels
/		One-Year Warranty on Parts		/	Installation & Power of CCTV Cameras
/		One-Year Warranty on Labor		/	Installation & Power of Intrusion Panels
	/	Low Voltage Permits		/	Installation & Power of Intercom System
	/	Electrical Installation Permit		/	Installation & Power of DVR's
/		Engineering and Drawings		/	120 VAC Power Receptacles
	/	Record Documentation (As-Built)	/		Lifts and Hoists
/		System Programming		/	Floor Coverings for Lifts and Hoists
/		Project Management		/	Fire Stopping (Excludes Existing Penetrations)
/		Mounting/Termination of Proposed Devices		/	Patching and Painting
/		Testing of all Proposed Devices		/	Electrified Door Locking Hardware
	/	Operations & Maintenance Manuals		/	Additional Lighting Requirements for Cameras
	/	Owner Training		/	Ceiling Tiles and Ceiling Grid Repairs
	/	System Meets Plans/Drawings		/	On-Site Lockable Storage Facility
/		System is Design-Build		/	Vertical Core Drilling
	/	Payment & Performance Bonds		/	Horizontal Core Drilling
/		Installation of Wire and Cable		/	Servers by Convergent
	/	Installation of Conduit and Boxes	/		Servers by Others
	/	Installation of Wire Hangers		/	Workstations by Convergent
	/	Specialty Back Boxes	/		Workstations by Others

Addison - WiFi - Redundant

2010300840

No	Qty	Part	Description	Unit Price	Ext. Price
FireTide Wireless Mesh Equipment					
1	8	FT3103	Indoor Wireless Mesh Node - 2.4GHZ or 5.XGHZ - WiFi - Node only housing and antenna is not included	\$980.82	\$7,846.56
2	3	FT3103-MOD	Modifications to FT-3103 for power pigtail	\$132.88	\$398.64
3	4	FT3203	Outdoor Wireless Mesh Node - 2.4GHZ or 5.XGHZ - WiFi - Node - includes outdoor rated housing	\$2,186.30	\$8,745.20
4	4	AV1601	(5.5 dBi Omni, 5.X GHz) antenna w magnetic mount	\$290.41	\$1,161.64
5	8	AV1607	Antenna, 5.5 dBi Omni, 5. X GHz, N-Male	\$139.73	\$1,117.84
6	5	AV1623	Antenna Cable, 23 foot, RP-TNC to N-Male, LMR-400	\$145.55	\$727.75
7	9	AV1616	Lightning arrestor (N-F to N-F) 2 - 6 GHz	\$72.60	\$653.40
8	2	AV1614	Antenna Cable, 48" LMR-400U, N-Male to RP-TNC plug - crows nest	\$93.15	\$186.30
9	4	AV1615	Cable, 10' LMR-400U, N-Male to RP-TNC plug	\$104.79	\$419.16
10	6	FT4500	Wireless Indoor Access Point - 802.11b/g	\$809.59	\$4,857.54
11	2	AV1627	Antenna, 7.4 dBi Omni, 2.4 GHz, N-Male	\$139.73	\$279.46
12	2	AV1630	Antenna, 14 dBi Corner Reflector, 2.4 GHz	\$237.67	\$475.34

Addison - WiFi - Redundant

2010300840

No	Qty	Part	Description	Unit Price	Ext. Price
13	2	FT-SW	Ethernet Switch	\$34.25	\$68.50
			Outdoor Enclosure and Power Supply		
14	4	NEMA 4	NEMA 4 ENCLOSURE	\$428.57	\$1,714.28
15	4	T24130	Transformer 24VAC/100VA - UL listed, CSA Approved - For CCTV, Access Control Applications	\$30.54	\$122.16
16	4	SMP3	6VDC, 12VDC or 24VDC @ 2.5 amp.	\$31.96	\$127.84
			Lift		
17	1	LIFT	Man Lift 30' To mount cameras and run cable	\$857.14	\$857.14
			Equipment Total		\$29,758.75
			Installation		\$19,761.85
			Total		\$49,520.60



Alternates

- NA

Clarifications and Exclusions

- All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
- Network nodes will be mounted on existing light poles and Kiosk units
- Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
- Customer to provide static IP addresses and network connections at panel locations.
- Customer to provide a secured staging & storage area for project related materials.
- Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
- Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergint Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- Proposal does not include sales tax.
- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
- Convergint Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Project Investment

Total Project Investment:

\$49,520.60

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

Sincerely,

Convergent Technologies

Phil Kertz

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

Customer Name (Printed)

Date

Authorized Signature

Printed Name/Title

2006 Frost & Sullivan Award for Customer Service Leadership



Making a Daily Difference

According to Frost & Sullivan research analyst Jason Halverson, "Convergent Technologies has a service culture that is unmatched in their industry. We confirmed that their stated value and belief 'to be our customer's best service provider' drives their organization and is supported through advanced technology, employee responsiveness and focus on the customer."

Convergent Technologies has been named the recipient of the prestigious Frost & Sullivan Customer Service Leadership Award for 2006. The Award recognizes Convergent's excellence in service and its commitment to providing tailored solutions that best fit the needs of its customers.



Award Description - The Frost & Sullivan Award for Customer Service Leadership is bestowed upon the company that has demonstrated excellence in customer service leadership within the industry. The recipient company has shown tremendous responsiveness to customer needs and has continually focused on long and short-term customer profitability goals. In addition, the recipient company demonstrated flexibility in tailoring their product offerings to suit customer businesses.

Research Methodology - To choose the recipient of this Award, the analyst team tracks industry participants and monitors their customer service methods on an ongoing basis. The Award recipient is selected based upon extensive research collected from key market participants, secondary and technology sources, and customer interviews. Collected data is then cross tabulated to find the number one ranking company.

Measurement Criteria - The recipient of this award has excelled based on the following criteria: **1)** Providing value-added technology & services, **2)** Responsiveness to customer needs, **3)** Time to market, and **4)** Monitoring and addressing customer feedback.

Award Recipient: Convergent Technologies

It's Our Culture - Convergent Technologies was founded on ten core values and beliefs. More than just words on a page, these values and beliefs have established a *Culture of Service* that permeates the entire organization.

It's Our Services - It has been said that service is an intangible; Convergent Technologies thinks differently. Convergent's value added services deliver tangible results by protecting people and assets as well as ensuring the life safety and comfort for our customers.

It's Our Technology - Convergent implements the very latest in customer service technology from web-based service management to on-line/on-demand reporting and documentation. These automated tools allow customers to measure Convergent's actual performance against predetermined service metrics.

It's Our People - At Convergent, we get it. The essential element to service excellence is people dedicated to "making a daily difference" for our customers.

CULTURE + SERVICES + TECHNOLOGY + PEOPLE

Customer Service Leadership

Atlanta • Calgary • Chicago • Dallas • DC • Edmonton • Ft. McMurray • Houston • Lethbridge
Los Angeles • Portland • Richmond • San Francisco • Seattle • Vancouver
www.convergent.com

Terms and Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC", "Convergent Technologies LP" or "Convergent Technologies LTD".

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date set forth above, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent;
- d. That in the event of an emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent Twenty-Five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and attaches hereto for Customer evidence of insurance coverage in the form of a Memorandum of Insurance:

Worker's Compensation	Statutory Limits
Employer's Liability	\$2,000,000 per occurrence /aggregate
Commercial General Liability	\$3,000,000 per occurrence/aggregate
Automobile Liability	\$3,000,000 per occurrence/aggregate

Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by an Umbrella Policy. All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. All insurance policies of Convergent shall include waiver of subrogation against the other party hereto.

Convergent shall endeavor to provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

WIRELESS MESH NETWORK AGREEMENT

This Wireless Mesh Network Agreement ("**Agreement**") is entered into this ___ day of _____ ("**Effective Date**") by and between the Town of Addison, Texas (the "**City**") and Convergent Technologies LLC, a Delaware limited liability company ("**Convergent**") (the City and Convergent are sometimes referred to together herein as the "**Parties**" and individually as a "**Party**").

Recitals:

1. The City is the owner of certain property and facilities located within the Town of Addison, Texas generally described as the Arts & Events District (the "**Arts District**"), located generally north of Belt Line Road, west of Quorum Drive, south of Addison Circle Road, and east of Addison Road.

2. The City heretofore sought bids for the purchase and installation of a Wireless Mesh Network (the "**Wireless Mesh Network**" or "**System**") for the purpose of utilizing the Wireless Mesh Network for credit cards processing @ the Arts District.

3. In response to the Addison's request, Convergent, with its principal offices at 2855 Trinity Square Drive, Suite 110, Carrollton, Texas 75006-2347, submitted its proposal dated January 25, 2008 (the "**Convergent Proposal**" or "**Proposal**"), a true and correct copy of which is attached hereto as Exhibit 1 and incorporated herein.

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

5. The City's objectives in entering into this Agreement include, among other things, obtaining (i) a high quality wireless mesh network for the Arts District, and (ii) a relationship with Convergent under which Convergent will be responsive to the requests of the City and to changes in technology and methods for providing the System. Convergent has thoroughly reviewed and analyzed the City's requisite current and future needs and requirements. Convergent has proposed a System to the City that Convergent represents has the capability to achieve those objectives. Convergent shall provide the System and services described in this Agreement in a manner that will best support the City's ongoing objectives, considering the City's municipal status and the public constituency.

6. On the basis of and in reliance upon the inducements described above and in the Proposal and the representations and warranties made by Convergent in this Agreement, the City

desires to engage Convergent to provide the System and perform the services described herein under the terms and conditions of this Agreement. The City has selected Convergent with the full expectation that Convergent will provide the System and services described herein in accordance with the performance levels and standards described in this Agreement.

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

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

Section 2. **Wireless Mesh Network**

A. ***Sale and Purchase.*** Subject to the terms, conditions, provisions, standards, and contingencies set forth in this Agreement, the City does hereby purchase from Convergent, and Convergent does hereby sell to the City, the Wireless Mesh Network as described in the attached hereto as Exhibit 1.

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

1. Upon the City giving written notice to Convergent to proceed with the Arts District System (the "**Notice to Proceed**"), Convergent shall thereafter promptly provide and cause all of the Wireless Mesh Network equipment, materials and supplies (including, without limitation, all APS, mesh units, cables, antennas, and software described in the Exhibit 1) (together, the "**System Equipment**") to be installed.

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

3. Convergent shall fully and finally complete to the City's satisfaction the installation of the System Equipment within ninety (90) days following Convergent's receipt of the Notice to Proceed. A list of requirements to be met and completed by Convergent under this Agreement is set forth in Exhibit 2 attached hereto and incorporated herein.

If required for the work and services of Convergent hereunder, Convergent shall promptly submit to the City for its review shop drawings, product data, samples and similar submittals, and the City shall promptly review and consider approval of such submittals. Notwithstanding any other provision hereof, City's approval, acceptance, use of or payment for all or any part of Convergent's shop drawings, product data, samples, or similar materials, or any work or services hereunder or of the project itself or any portion thereof, shall in no way alter Convergent's obligations or the City's rights hereunder.

Approval, acceptance, use of, or payment by City of or for any of Convergent's shop drawings, product data, samples, or similar materials, or any work or services hereunder or of the project itself or any portion thereof, shall not constitute nor be deemed a release of the responsibility and liability of Convergent, its owners, employees, subcontractors, representatives, agents and consultants for the accuracy and competency of the same, nor shall such approval, acceptance, use or payment be deemed to be an assumption of or an indemnification for such responsibility or liability by City for any defect, error or omission in any shop drawings, product data, samples, or similar materials, or any work or services hereunder or of the project itself or any portion thereof, it being understood that City at all times is relying on Convergent's skill and knowledge in preparing and performing the same.

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

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

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

C. *Price and Payment; System Acceptance.*

1. Price. Subject to the terms, conditions, provisions, and contingencies set forth in this Agreement, Convergent will acquire, install, implement, warrant, and provide the services described in this Agreement related to the Wireless Mesh Network in accordance with this Agreement for the sum of Forty Nine Thousand Five Hundred Twenty and 60/100 Dollars (\$49,520.60) . (the "**System Purchase Price**").

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

- (a) *Initial Payment.* Following the City's issuance of the Notice to Proceed, Convergent may thereafter submit to the City an invoice, in form and format satisfactory to the City, in the amount of Fourteen Thousand Eight Hundred Fifty Six and 18/100 Dollars (\$14856.18), which amount represents thirty percent (30%) of the System Purchase Price. The City shall pay such invoice within thirty (30) days of its receipt of the invoice.
- (b) *Payment following Delivery of System Equipment.* Upon delivery of all of the System Equipment to the location of the work, as certified to the City by Convergent in form and format as the City may require, Convergent shall submit to the City an invoice, which is in form and format satisfactory to the City, for Nineteen Thousand Eight Hundred Eight and 24/100 Dollars (\$19,808.24), which amount represents forty percent (40%) of the System Purchase Price. Such invoice shall include true and correct copies of any and all receipts, invoices, and other documents and materials in support of, and such additional documents, materials and information as the City may request in connection with, the invoice, the equipment, and the cost thereof. The City shall pay such invoice within thirty (30) days of its receipt of the invoice; provided the System Equipment has been properly delivered and is in good working order and to the City's satisfaction.
- (c) *Remaining Purchase Price Amounts; Acceptance.* Upon:
- (i) the completion of the installation of the System,
 - (ii) final completion of the Acceptance Test and any additional testing of the System to ensure that the System is fully functional and operates in accordance with this Agreement and as represented by Convergent and is to the City's satisfaction,
 - (iii) the completion of the start-up assistance and training for the System, and
 - (iv) the completion to the City's satisfaction of all of other terms and conditions of this Agreement relating to the installation of the System,

the City shall give written notice to Convergent that the System has been accepted (the date of such written notice being the "**System Final Acceptance Date**"). After its receipt of such written notice, Convergent shall submit an invoice to the City for Fourteen Thousand Eight Hundreds Fifty Six and 18/100 Dollars (\$14856.18), which amount represents thirty percent (30%) of the System Purchase Price, and the City shall pay the same within thirty (30) days following its receipt of an invoice which is in form and format satisfactory to the City. Such invoice shall include true and correct copies of any and all receipts, invoices, and other documents and materials in support of, and such additional documents, materials and information as the City may request in connection with, the invoice, the System Purchase Price and the work performed and services provided by Convergent hereunder.

Section 3. **Insurance; Indemnity; Bonds.**

A. ***Insurance.*** Convergent, at its own expense, shall purchase, maintain and keep in force such insurance as described and in the minimum amounts set forth below:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include, without limitation, contractual liability and products/completed operations (\$1,000,000 products/ completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the work has been completed.

2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

3. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

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

1. The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability, such additional insured status being with respect to liability arising out of the work and services of Convergent under this Agreement, but only to the extent of liabilities falling within the indemnity obligations of Convergent set forth in this Agreement.

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

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 the effect that the Town of Addison, Texas will receive at least thirty (30) days notice prior to cancellation or non-renewal of the insurance.

5. All insurance policies, 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.

6. All insurance policies, which name The Town of Addison as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

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

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

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

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 immediately upon 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 a 30 day notice-of-cancellation or termination provisions to the Town of Addison, with the exception of non-payment which is 12 days.

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

B. *Indemnity.*

1. (a) CONVERGINT AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (TOGETHER, "INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH OR TO DESTRUCTION OF OR DAMAGE TO TANGIBLE OR REAL PROPERTY, OR OTHER HARM, BUT ONLY TO THE EXTENT CAUSED BY OR TO THE EXTENT RESULTING FROM: (A) ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CONVERGINT OR CONVERGINT'S OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, SUBCONTRACTORS, ASSOCIATES, OR INVITEES, OR ANY PERSON FOR WHOM CONVERGINT IS LEGALLY LIABLE ("CONVERGINT'S PARTIES") PERFORMANCE OF OR IN CONNECTION WITH THIS AGREEMENT, (B) ANY NEGLIGENT OR WILLFUL ACT OR OMISSION BY CONVERGINT OR ANY OF CONVERGINT PARTIES AT THE SITE OF THE WORK HEREUNDER, (C) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF CONVERGINT'S OBLIGATIONS UNDER THIS AGREEMENT, AND (D) ANY MALFUNCTION OF EQUIPMENT SUPPLIED BY CONVERGINT OR ANY OF CONVERGINT'S

PARTIES, AND INCLUDING DAMAGES CAUSED BY THE NEGLIGENCE OF THE INDEMNIFIED PERSONS OR ANY OF THEM. Anything in this Agreement notwithstanding, in no event shall either City or Convergent Technologies be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.

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

(c) If an Indemnified Person suffers Damages arising out of or in connection with the performance of this Agreement that are caused by the concurrent negligence of both Convergent and an Indemnified Person, Convergent's indemnity obligation set forth in subsection (a) will be limited to a fraction of the total Damages equivalent to Convergent's own percentage of responsibility. If the Indemnified Person suffers Damages, and if there is no concurrent negligence or any negligence by Convergent, then Convergent shall not be liable for Damages caused by the negligence of the Indemnified Persons or any of them, as set forth in this Section 3.B.1, nor shall Convergent be required to indemnify or hold harmless Indemnified Persons for Damages to the extent caused by the negligence of the Indemnified Persons.

(d) With respect to Convergent's duty to defend set forth herein in subsection (a) of this Section 3.B.1. (unless excluded under subsections (b) or (c)), Convergent shall have the duty, at its sole cost and expense, through counsel of its choice, to litigate, defend, settle or otherwise attempt to resolve any claim, lawsuit, cause of action, or judgment arising out of or in connection with this Agreement; provided however, that the Town of Addison, Texas shall have the right to approve the selection of counsel by Convergent and if the Town of Addison chooses to reject Convergent's selection of counsel and to select counsel of the Town of Addison, Texas's own choosing, in which instance, the Town of Addison shall be obligated to pay reasonable attorney fees and the expenses associated thereto with the counsel of its own choosing, while Convergent will continue to pay the attorney fees and expenses of the counsel of its choosing. The Town of Addison, Texas agrees that it will not unreasonably withhold approval of counsel selected by Convergent, and further, the Town of Addison, Texas agrees to act reasonably in the selection of counsel of its own choosing.

(e) In the event that Convergent fails or refuses to provide a defense to any claim, lawsuit, judgment, or cause of action arising out of or in connection with this Agreement, the Town of Addison, Texas shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of Convergent, and Convergent shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the Town of Addison, Texas in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

(f) The provisions of any defense, indemnity, and hold harmless obligation set forth in this Agreement shall survive the termination or expiration of this Agreement.

C. **Bonds.** Convergent shall furnish to the City bonds covering the faithful performance by Convergent of this Agreement and the payment of obligations arising hereunder (including, without limitation, the payment of all persons performing labor or providing materials under or in connection with this Contract) prior to beginning any work hereunder.

All such bonds shall be in a form and content, and issued by a surety company, satisfactory to Owner. All such bonds shall be in an amount equal to the Purchase Price (or applicable portion thereof) and all subsequent increases. Every bond required hereunder shall include a rider which (i) provides that the surety agrees that it consents to and waives notice of any addition, alteration, omission, change, extension of time, or other modification to this Agreement; (ii) that any addition, alteration, omission, change, extension of time, or other modification of this Agreement, or a forbearance of either the City or Convergent, shall not release the surety of its obligations hereunder, and notice to the surety of any such matters is waived.

Section 4. **Warranty and Representations.**

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

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

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

D. Convergent represents and warrants that it has clear title to and the right to sell (or will have clear title to and the right to sell prior to and at the time of the sale of the items to the City) the equipment, materials, products, and other items to be delivered by Convergent

hereunder. Convergent represents and warrants that it has clear title to and the right to sell or license any computer software, computer hardware and/or materials to be delivered hereunder.

E. In connection with this Agreement and prior to the System Final Acceptance Date, Convergent shall, with respect to the equipment, materials, and products described in this Agreement, assign to the City all benefits of the manufacturer's warranties on such equipment, materials, and products provided to the City, or any other guarantee which may apply to any such products, if Convergent has such benefits, warranty or guarantee. Any third party warranties shall begin on the applicable Final Acceptance Date. In addition, Convergent represents that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. **Termination; Damages.**

A. ***Termination for Convenience.*** The City, by written notice, may terminate this Agreement, in whole or in part at any time and for any reason whatsoever. Upon receipt of the termination notice, Convergent will stop work as specified in the notice in an orderly and expeditious manner, place no further subcontracts or orders in connection with this Agreement (except as necessary to complete the continuing portion of the Agreement, if any), terminate all subcontracts to the extent they relate to terminated work and, with the approval of City, settle all outstanding liabilities arising thereunder, deliver to City all equipment, materials, and products (including, without limitation, any computer hardware, software, and materials) in progress, and all applicable interests in and rights thereto, and complete performance of any work not terminated. City will pay Convergent for all equipment, materials, and products delivered and installed and all of Convergent's services properly provided and performed through the effective date of termination. In the event of such termination, Convergent shall promptly repay the City any amounts paid by the City to Convergent (i) for equipment or materials not yet ordered or for which an obligation to purchase has not yet been incurred, and (ii) for any services of Convergent not yet rendered to the City.

B. ***Termination for Cause.***

1. The City may terminate this Agreement:
 - (a) if Convergent refuses or fails to supply enough properly skilled workers or proper equipment or materials;
 - (b) if Convergent fails to make payment to a subcontractor for materials or labor in accordance with the respective agreements between Convergent and a subcontractor;
 - (c) if Convergent disregards laws, ordinances, or rules, regulations or orders of the City or any public authority having jurisdiction over the subject matter hereof;
 - (d) if Convergent otherwise breaches any provision of this Agreement, including any standard or provision regarding the services to be provided to the City during any warranty period;
 - (e) for the institution against Convergent, or against a parent company or companies of Convergent, of bankruptcy, insolvency, reorganization, arrangement, debt adjustment, liquidation or receivership proceedings in which it is alleged that Convergent is insolvent or unable to meet its debts as they mature and the same is not satisfied or discharged within 90 days after such filing;

- (f) for the filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof by Convergent, or adjudication as a bankrupt or insolvent in proceedings filed against Convergent;
- (g) for the appointment of a receiver or trustee for all or substantially all of the assets of Convergent;
- (h) if Convergent fails after commencement of the work hereunder to proceed continuously and with due diligence with the installation, construction and completion of the work.

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

- (a) take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the City; and
- (b) finish the work by whatever reasonable method the City may deem expedient.

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

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

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

- 1. Require continued refinement and retesting;
- 2. Accept the System with an equitable price adjustment for the non-conforming part of the System; or
- 3. Return the System, in whole or in part, and receive from Convergent a repayment of any funds paid to Convergent by the City under this Agreement and any damages resulting from the failure of the System to pass the Acceptance Test (and Convergent shall at its cost remove the System).

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

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

Section 9. **Venue; Compliance With Laws.** In the event of any suit or action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; 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.

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

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

Section 11. **Survival; Rights and Remedies Cumulative.** All obligations arising prior to the termination of this Agreement allocating responsibility or liability of or between City and Convergent shall survive completion of the work and services hereunder and termination of this Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other rights and remedies, and said rights and remedies are given in addition to any other rights and remedies the Parties or either or them may have in law, in equity, or otherwise.

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

construction means, methods, techniques, sequences, or procedures for safety precautions and programs in connection with the work of Convergent hereunder.

Section 13. **Force Majeure.** In the event either the City or Convergent shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the Party obligated to perform and not be avoidable by diligence, the Party so delayed shall promptly give notice to the other Party, and thereupon performance of such act shall be excused for such period of delay.

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

To the City:

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

To Convergent:

Convergent Technologies
2855 Trinity Square Drive
Suite 110
Carrollton, Texas 75006-2347
Attn: Jim Boutwell

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

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

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

TOWN OF ADDISON, TEXAS

CONVERGENT TECHNOLOGIES LLC

By: _____
Ron Whitehead, City Manager

By: _____

Printed/Typed Name: _____

ATTEST:

Title: _____

By: _____
Mario Canizares, City Secretary

EXHIBIT 1
TO WIRELESS MESH NETWORK AGREEMENT

See attached Convergent Proposal Quotation 2010300840 dated 01/25/2008

EXHIBIT 2
TO WIRELESS MESH NETWORK AGREEMENT
SYSTEM ACCEPTANCE

MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE
STAFF REPORT
ME 2008-04

Date: March 26, 2008
Business: Assurant
Location of Request: 4550 Excel Pkwy Suite 400

Ordinance Requirement

Sec. 62-163. Area.
Total effective area of attached signs shall not exceed the following schedules:
(1) On an attached sign located at a height of up to 36 ft, the effective area is limited to 1 sq ft of sign area for each linear foot of building frontage not to exceed 100 sq ft
(2) An attached sign located at or exceeding a height of 36 ft shall be permitted an increase in maximum effective area. Such increases shall not exceed 4 sq ft in effective area for each additional 1 ft of height above 36 ft measured from the base of the sign to the building grade.
(3) Attached signs may be located on each facade; however, the sum of the effective area of all attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section.
(4) Building with 4 or more stories in height may have not more than 2 attached signs per facade provided that:
a. Each sign is designated for a separate tenant.
b. One sign must be located on or near the uppermost story of the building while the 2nd sign is to be located on the 1st or ground level floor.
c. Signs may be no closer than 30 ft apart.
d. The combined effective sq footage of both signs may not exceed twice the allowed effective sq footage as specified in subsections (1) and (2) of this section.
(5) Maximum letter/logo height of attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section. Maximum letter/logo height of attached signs shall be determined by the following schedule:

Sign Height (feet)	Maximum Letter/Logo Height (inches)
0 - 36	16
37 - 48	36
49 - 100	48
101 - 150	60
151 and up	7

- a. Letter heights in excess of 72 inches must be approved by the city council.
- b. Not more than 50% of the letters in each individual sign height category may be 25% taller than the specified maximum letter/logo height.

Request

The applicant is requesting:
A 50 sq ft sign on the north and east facades with letters 24" in height, and a logo 45" in height.

Variance

The ordinance allows 1 Sq. Ft. of signage for each Ft. of building length up to 100 Sq. Ft. and a maximum letter height of 20" for 50% of the letters with the remaining letters to be 16" or less in height.

STAFF RECOMMENDATION: Denial.

STAFF:

Lynn D. Chandler
Lynn Chandler, Building Official



BUILDING INSPECTION DEPARTMENT 16801 Westgrove Dr Addison Texas 75001 972/450-2881 fax: 972/450-2837

Application for Meritorious Exception to the Town of Addison Sign Ordinance

Application Date: 3/26/08 Filing Fee: \$200.00

Applicant: Joey Carrasco

Address: 9203 Skillman St. Suite#: 120

Dallas Tx 75243 Phone#: 214-503-1333
City State Zip

Fax#: 214-503-8689

Status of Applicant: Owner _____ Tenant _____ Agent Sign Vendor

Location where exception is requested:

4550 Excell Pkwy, Ste # 400, Addison Tx 75001

Reasons for Meritorious Exception:

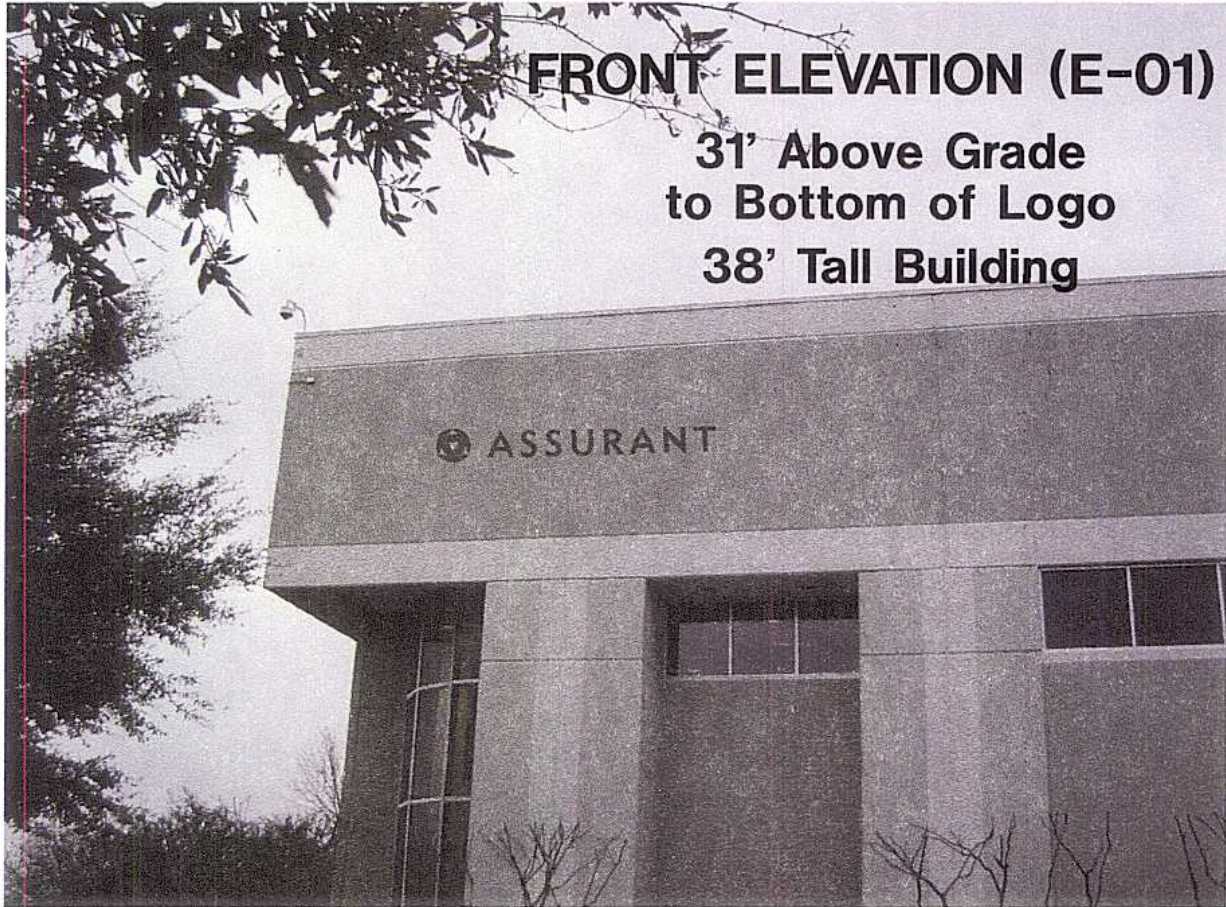
Letter height for visibility of 38' building.
Sign location 30' above grade, and clearance
of 36' would have allowed 45" x 36" vs. 20" x 16"

YOU MUST SUBMIT THE FOLLOWING:


12 COPIES OF THE PROPOSED SIGN SHOWING:

- | | |
|-----------------------------------|---|
| 1. Lot Lines | 5. Proposed Signs |
| 2. Names of Adjacent Streets | 6. Sketch of Sign with Scale and Dimensions Indicated |
| 3. Location of Existing Buildings | (8.5 x 11 PLEASE) |
| 4. Existing Signs | |

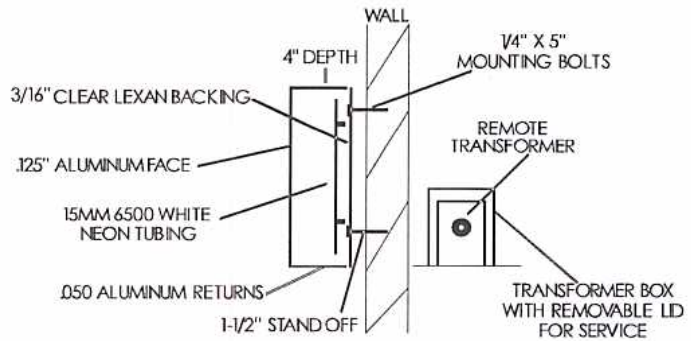
Date Fees Paid 3/26/08 Check # 38711 Receipt # 3765



163" wide

20" Logo  ASSURANT 16" Text

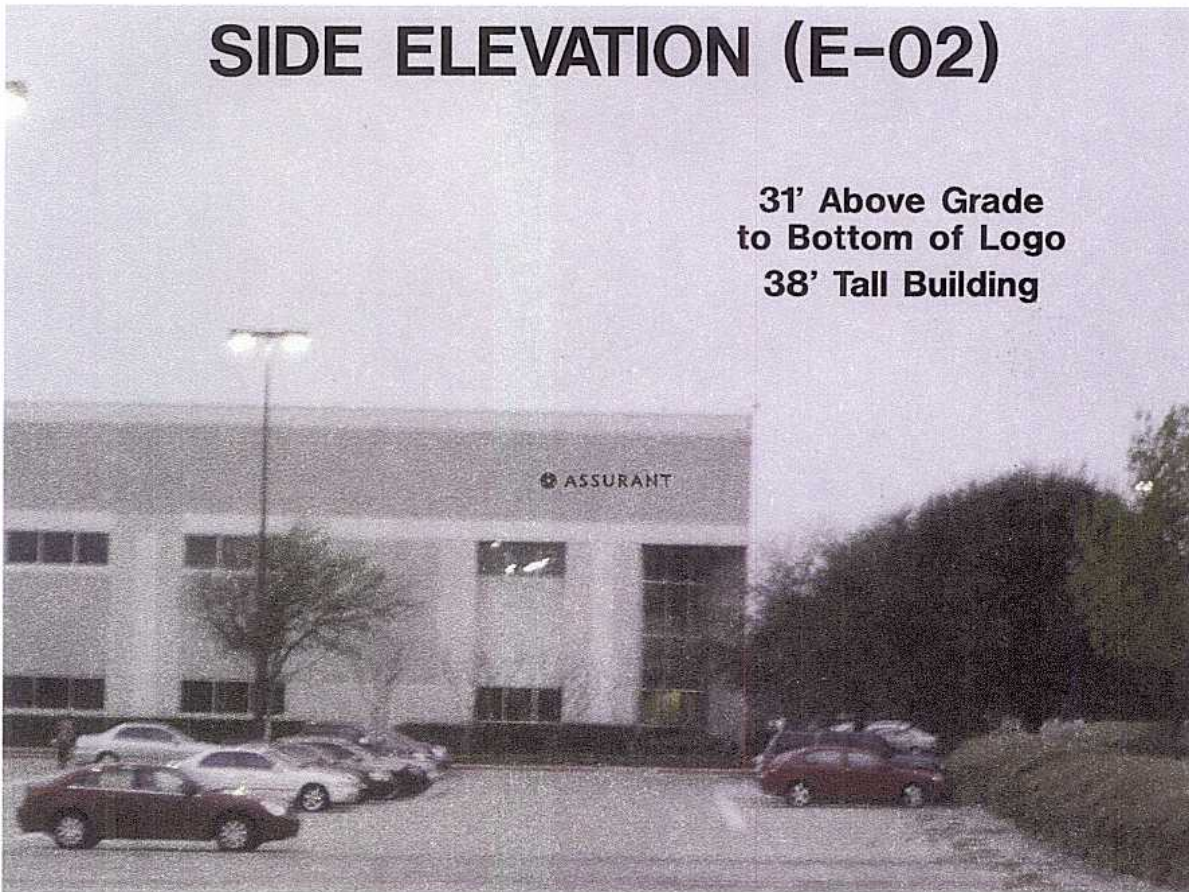
Reverse Channel Letters
City Ordinance
for Sign Location
Less 36' Above Grade





SIDE ELEVATION (E-02)

31' Above Grade
to Bottom of Logo
38' Tall Building



163" wide

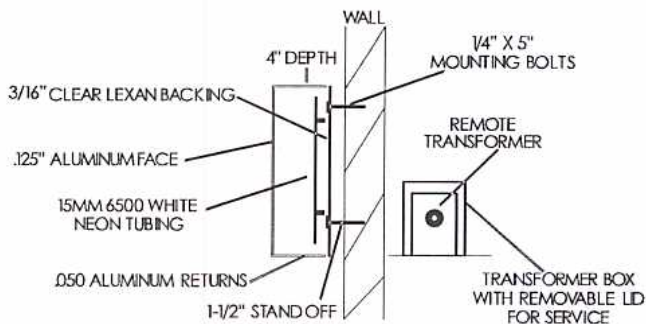
20"
Logo



ASSURANT

16"
Text

**Reverse Channel Letters
City Ordinance
for Sign Location
Less 36' Above Grade**





Council Agenda Item: #R6

SUMMARY:

This item is to award a contract to Anderson Paving, Inc. for repairs and resurfacing to Sakowitz Drive and repairs to Addison Road.

FINANCIAL IMPACT:

Budgeted Amount: \$30,000

Contract Amount: \$30,140

This project is funded for 2007 -08 in the Street Operations Budget.

Project Manager: Robin Jones

BACKGROUND:

In the 2007-08 Street Department Budget the Council authorized the expenditure of \$20,000 for Sakowitz Drive repairs and \$10,000 for spot repairs on Addison Road.

On Addison Road, north of Sojourn Drive, there are several sections of failed curb lane pavement. This repair project will pulverize the existing asphalt and some of the sub base, mixing it with 8% Portland cement by weight and compacting it as new base to resist settling. The repaired areas will then receive two inches of Type "D" hot mix asphalt compacted flush with the existing pavement.

Sakowitz Drive will receive similar spot base repair, and then a new two inch asphalt surface over the entire roadway.

As each of these projects was estimated to cost less than \$25,000, Streets requested written bids from four asphalt repair contractors. Pavecon submitted a bid of \$39,841, Advanced Paving submitted a bid of \$45,865 and Reynolds Asphalt submitted a bid of \$28,968 for Sakowitz Drive only. The low combined bid of \$30,140 was submitted by Anderson Paving, Inc.

RECOMMENDATION:

Staff recommends awarding this contract in the amount of \$30,140 for repairs and resurfacing of Sakowitz Drive, and repairs on Addison Road to Anderson Paving, Inc.

Council Agenda Item: #R7

SUMMARY:

This item is for the approval of an agreement with Icon Consulting Engineers, Inc. for the preparation of Construction Documents for Brookhaven Club Drive, Street “B”, and Vitruvian Park.

FINANCIAL IMPACT:

Contract Amount: \$1,997,200

The work will be paid for from the funds allocated in the Master Facilities Agreement with UDR for the Vitruvian Park Development. The funds will be acquired through the issuance of Certificates of Obligation that will be available in the May/June timeframe

BACKGROUND:

The City Council approved the zoning and redevelopment plan, on application from United Dominion Realty, for the Brookhaven Club neighborhood on October 9, 2007, through Ordinance 007-034. The Ordinance and plan envisioned a massive redevelopment that would re-invent the Brookhaven neighborhood with almost 100 acres of new multi-family units, retail shops, pedestrian-friendly streets, a creek park, and other public parks and plazas. On February 12, 2008, Council approved a Master Facilities Agreement that provides for the Town to fund public improvements in the amount of \$39,879,336.

Staff received the attached proposal from Icon Consulting Engineers, Inc. for the design of Brookhaven Club Drive, Street “B” and Vitruvian Park. The estimated construction cost for the Infrastructure Improvements is \$12,753,350. The proposed cost of the Infrastructure design is \$951,400.00. (7.46 %) The estimated construction cost for the Vitruvian Park (park and creek improvements) is \$5,519,817. The proposed design fee is \$635,050.00 (11.50 %) The estimated cost for construction phase services and reimbursables as detailed in the proposal is \$410,750.00. Staff will authorize the construction phase services and the reimbursables as necessary.

RECOMMENDATION:

Staff recommends that Council authorize the City Manager to enter into an Engineering Services Agreement with Icon Consulting Engineers, Inc., in the amount not to exceed \$1,997,200 for the preparation of Construction Documents for Brookhaven Club Drive, Street “B” and Vitruvian Park.

icon Consulting Engineers, Inc.
Civil Engineers - Designers - Planners

April 2, 2008

Ms. Nancy Cline, P.E.
Director of Public Works
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001-9010

Re: Proposal for Professional Engineering, Surveying, Planning and Landscape Architecture Services to support Infrastructure Improvements to serve Phase 1 Construction of Brookhaven Club Drive, Street "B" and Vitruvian Park in the Town of Addison, Texas

Dear Ms. Cline:

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 project.

We have prepared this proposal to facilitate the reconstruction of Brookhaven Club Drive from Marsh Lane to Spring Valley Road. Also included will be the design of Street "B" from Brookhaven Club Drive to approximately 700' south of the intersection. Design services to be provided for Brookhaven Club Drive and Street "B" will include water, wastewater, storm drainage, paving, electric duct bank, miscellaneous conduits, landscaping and streetscape improvements. Design services will also be provided for Vitruvian Park, a proposed 12.3 ± acre naturalistic park consisting of creek and pond improvements. With this proposal, we are proposing to provide the following scope of services:

BASIC SCOPE OF SERVICES

1) Boundary Survey

Icon will perform a boundary survey for the proposed 12.3 ± acre Vitruvian Park tract in conformance with the Category 1B, Condition II, Land Survey Standards as defined in the current Texas Society of Professional Surveyor's Manual of Practice.

Icon will prepare a map of the results of the survey. The map will be prepared in conformance with the minimum detail requirements set forth in the referenced standards. Icon will be responsible for obtaining a current title commitment for the subject tract for our use, including copies of current ownership deeds, ad joiner deeds, easements, deed restrictions and/or other encumbrances from the current property owners.

2) Design Surveys

Icon will perform design surveys for the planning and design of public infrastructure improvements for Brookhaven Club Drive and Street "B". The route surveys for existing Brookhaven Club Drive and proposed Street "B" will be the full right-of-way width plus 25' on each side. Topographic surveys will also be provided for the proposed 12.3 acre Vitruvian Park tract. The limits of the park survey will include all of the proposed park site and 25' outside the property boundary if not adjacent to a dedicated street right-of-way. Survey information provided will include all visible features and 1' contour elevations. A map of the results of the surveys will be prepared indicating the boundary and topographic information obtained.

3) 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 Brookhaven Club Drive, proposed Street "B", and within the property limits of the proposed Vitruvian Park area. The location of the lines as marked will then be surveyed for design purposes.

4) 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 land title survey work previously performed, property descriptions and exhibits for the required easements will be prepared. The descriptions and exhibits will be prepared in accordance with the 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 Town of Addison for review and signature.
- D. The signed documents will be submitted to the appropriate agency for approval and recording with the County.

5) 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 land title surveys previously performed for others, 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.
- 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.

6) Hydrologic & Hydraulic Engineering

Based upon information previously developed, this site is currently located within a FEMA defined special flood hazard zone. The Town of Addison has stated that even though they are not currently NFIP (National Flood Insurance Program) members, they would like any floodplain reclamation and modifications to be submitted and approved by FEMA. Icon will provide hydrologic and hydraulic engineering services for Farmers Branch Creek for the preparation and processing of a Conditional Letter of Map Revision (CLOMR) with the Federal Emergency Management Agency (FEMA) for placement of fill material and creek modifications within the floodplain area of this site. The Town of Addison has also mentioned that they would share the study and findings with the City of Farmers Branch.

A. Conditional Letter of Map Revision (CLOMR)

Based on the current Site Plan and preliminary hydraulic analysis previously prepared, Icon will prepare a request for a Conditional Letter of Map Revision (CLOMR). Preparation of the CLOMR will involve obtaining and duplicating the current effective hydrologic and hydraulic models, updating the models to reflect the existing conditions, utilizing the topographic information obtained in Section 2 above, and modeling of the proposed project conditions. This submittal to FEMA will include the following:

- Project overview;
- Description of hydrologic and hydraulic analysis and modeling procedures;
- Discussion of findings and results;
- FEMA application forms and certifications;
- HEC reports of models;
- Graphs and Drawings of proposed work;
- Drawings of existing conditions and proposed conditions of the watershed, base maps, reclamation plan, proposed profiles and Flood Insurance Rate Map;

Icon will prepare and submit the required information for the CLOMR to the appropriate local floodplain management agency or directly to FEMA to seek review and processing of the submittals. Icon will respond to the regulatory agencies requests for additional data, analysis, summaries, certifications and the like, for final acceptance. Submittal and review fees are not included and will be considered as reimbursable expenses.

B. As-Built Survey

Icon will perform an “as-built” topographic survey of the park area after modifications are completed. The “as-built” survey will be used to determine if the modifications were completed as designed and modeled in the CLOMR. The survey will consist of 17 cross sections that coordinate with the proposed sections as established in the CLOMR. Additional cross sections will be provided as necessary to verify general conformance with the proposed grading plan.

C. Letter of Map Revision (LOMR)

Upon completion of floodplain reclamation and modification work in and along Farmers Branch Creek, Icon will submit a Letter of Map Revision (LOMR) to FEMA to reflect the “as-built” conditions of the reach. Preparation of the LOMR will involve duplicating the current effective hydrologic and hydraulic models, duplicating the models that reflect pre-project conditions (pre-project Corrected Effective), duplicating the approved proposed post project models, and incorporating any deviations found from the “as-built” survey into post project models. This submittal to FEMA will include the following:

- Project overview;
- Description of hydrologic and hydraulic analysis and modeling procedures;
- Discussion of findings and results;
- FEMA application forms and certifications;
- HEC reports of models;
- Graphs and Drawings of completed work;
- Drawings of existing conditions and proposed conditions of the watershed, base maps, reclamation plan, profiles and revised Flood Insurance Rate Map;

Icon will prepare and submit the required information for the LOMR to the appropriate local floodplain management agency or directly to FEMA to seek review and processing of the submittals. Icon will respond to the regulatory agencies requests for additional data, analysis, summaries, certifications and the like, for final acceptance. Upon acceptance of the LOMR, the FEMA FIRM map will be officially updated to reflect post project conditions. Submittal and review fees are not included and will be considered as reimbursable expenses. We have included attending five meetings with Town of Addison staff and one meeting with the City of Farmers Branch.

7) **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. The plans will be reviewed with Town staff prior to submitting to the Town of Addison for processing. 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 Brookhaven Club Drive. The new 12" line will extend along Brookhaven Club Drive from the intersection of Marsh Lane to connect to an existing 12" line approximately 500' south of Spring Valley Road. Included will be water line facilities and crossings (within the existing right-of-way for Brookhaven Club Drive) 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 10" water line along proposed Street "B" to the south side of the bridge crossing of Farmers Branch Creek. Plans for an 8" water line will also be prepared. The new 8" line will run southeasterly along the park access roadway from Brookhaven Club Drive, through the proposed parking lot area and then across Farmers Branch Creek, terminating on the east side of the creek at the very south side of the Vitruvian Park.
- B. **Water Profiles:** Profiles for the 12" diameter water line system in Brookhaven Club Drive and the 10" diameter water line system in Street "B" will be prepared. Profiles of the 8" diameter water line crossing of Farmers Branch Creek will also be included.
- C. **Traffic Control and Phasing Plans:** Traffic control and phasing plans along with necessary details will be prepared for the construction of the 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.

8) 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. The plans will be reviewed with Town staff prior to submitting to the Town of Addison for processing. 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. **Wastewater Plan:** A wastewater plan for all proposed wastewater system improvements located within Brookhaven Club Drive right-of-way will be prepared. Included will be re-connection of existing wastewater mains, services and other wastewater appurtenances that are currently in service along Brookhaven Club Drive.

Also included will be design of a new wastewater line to replace the existing 10" system that is currently running parallel to Farmers Branch Creek. This new system will connect to the existing 10" sewer line running along the south property line of the Vitruvian property at the west side of Farmers Branch Creek, and then shall parallel the 10" line that is to be replaced along the creek, up to the proposed connection in Brookhaven Club Drive (a distance of approximately 1,500 feet). Temporary improvements will be designed to keep existing facilities in place during construction.

- B. Wastewater Profiles: Profiles for all 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 wastewater improvements in and along Brookhaven Club Drive.
- 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.

9) 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. The plans will be reviewed with Town staff prior to submitting to the Town of Addison for processing. 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 Brookhaven Club Drive and Street "B" at this time.
- B. Storm Drain Plans: Storm drainage plans will be prepared for all proposed public drainage system improvements within Brookhaven Club Drive right-of-way. Provisions will be included to address existing run-off from properties north of Brookhaven Club Drive as well as for proposed systems and future improvements for properties adjacent to Brookhaven Club Drive. Storm drainage plans will also be

prepared for the proposed public drainage system improvements to run south along proposed Street "B" from the Brookhaven Club Drive intersection for a distance of approximately 700'. Provisions will be included to address existing run-off from properties north of Brookhaven Club Drive as well as for proposed systems and future improvements for properties adjacent to Street "B", south of Brookhaven Club Drive.

- C. Storm Drain Profiles: Profiles for all public storm drainage lines within Brookhaven Club Drive and Street "B" right-of-way 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.

10) Electric Duct Bank and Miscellaneous Conduit Plans

Icon will prepare plans for underground Electric Duct Bank system improvements and Miscellaneous Conduit Plans, including detailed design, drafting and specifications, for the following improvements in accordance with Oncor Electric Delivery standards and other franchise utility providers' requirements. The plans will be reviewed with Town of Addison staff prior to submitting to Oncor Electric 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 and miscellaneous conduits duct bank system for installation of conduits for telecommunications, data, fiber optics, cable, irrigation, street lighting and other miscellaneous underground sleeving needs will be prepared for Brookhaven Club Drive and proposed Street "B". The new duct bank systems shall extend from the southeast corner of Marsh Lane and Brookhaven Club Drive, and continue to the intersection of Brookhaven Club Drive and Spring Valley Road, and south along Street "B" from Brookhaven Club Drive to the south side of Farmers Branch Creek, a distance of approximately 700'.

- B. Duct Bank Profiles: Profiles for all underground electric 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 along Brookhaven Club Drive.
- 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 of Addison staff, Icon will prepare the necessary applications and submit the Electric Duct Bank Plans to Oncor Electric Delivery and the miscellaneous conduit plans to the appropriate franchise utility providers. We will coordinate and meet with Oncor Electric and other franchise utility providers' staff for the purpose of obtaining their approval. We have included attending all required design coordination meetings with Town of Addison staff for the purpose of obtaining plan approval.

11) Paving 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. The plans will be reviewed with Town staff prior to submitting to the Town of Addison for processing. 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 reconstruction and widening of Brookhaven Club Drive will be prepared. Improvements will extend from Marsh Lane to Spring Valley Road, a distance of approximately 3,550 feet. Brookhaven Club Drive will be designed as a four lane divided roadway with parallel parking along the outside lanes and in general conformance with the details and sections included in the Planned Development conditions. Pavement transitioning will be designed to connect to the existing intersections at Marsh Lane and at Spring Valley Road. No work within Marsh Lane and Spring Valley Road right-of-ways is proposed under this contract. This proposal is prepared with the consideration that Brookhaven Club Drive alignment at Spring Valley stays in its current location. Plans for proposed paving improvements along proposed Street "B" are also included. Limits of this work extend from the Brookhaven Club Drive intersection to the south side of Farmers Branch Creek, a distance of approximately 700', terminating in a temporary cul-de-sac turn-a-round.

- B. Paving Profiles: Profiles for all paving improvements within Brookhaven Club Drive and Street “B” right-of-ways will be prepared.
- C. Pavement Cross-Sections: Cross sections indicating existing and proposed elevations along Brookhaven Club Drive right-of-way 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 paving 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 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.

12) Park Civil Engineering Plans

Icon will prepare Civil Engineering Plans including detailed design, drafting and specifications for the Vitruvian Park area. Final plans will be prepared to provide information for each of the following:

- A. Layout and Dimensional Control Plans: Plans will be prepared to provide information to perform construction layout of features throughout the park area including the following:
 - Pedestrian bridges;
 - Grotto fountain and street fountains;
 - Playground area;
 - Amphitheatre;
 - Pedestrian belvederes;
 - Lake and creek hard edge treatment;
 - Weir structures;
 - Sidewalks, stairs, ramps and trail system components;
 - Park furniture and lighting fixtures;
 - Park access road and surface parking lot;
 - Drainage improvements.

- B. Grading Plans: Plans will be prepared to provide information to perform both final grading throughout the park area, including the following:
- Existing contours;
 - Proposed contours;
 - Spot elevations for proposed parking lot, drive, sidewalks, trails, steps, ramps, retaining walls, lake and creek edge treatments, pedestrian bridges and other park features consisting of the grotto fountain, belvederes, amphitheatre, playground areas and park site features.
- C. Paving Plans: The plans will be prepared to show areas of proposed pavement, including the following:
- Park access road;
 - Surface parking lot for approximately 80 vehicles;
 - Sidewalks and trail systems;
 - Decorative pavement areas.
- D. Drainage Plans: The plans will be prepared for drainage improvement as necessary for conveyance of storm water run-off throughout the park area.

13) Site Related Sub-consultant Services

The nature of this project will require professional services from several consultants. While we will coordinate with all the design team consultants, we have included the following sub-consultant services as part of this proposal.

A. Landscape Architect

Icon will retain Kevin Sloan Studio for landscape architectural services for phase 1 infrastructure streetscape improvements and for Vitruvian Park, the 12.3 ± acre naturalistic park. Design shall be in general compliance with the Planned Development agreement and the conceptual park design features previously presented to the Town of Addison. Kevin Sloan Studio will be responsible for all aspects of their services which will include the following:

- 1) Infrastructure Streetscape Documents: KSS will work with Icon, other design team members and the Town of Addison to ensure proper design and approval of hardscape, landscape and irrigation plans for Brookhaven Club Drive and Street "B" streetscape. All plans shall be sealed by a licensed landscape architect, irrigation designer and/or engineer. Drawings will be prepared to provide layout and construction details required to properly bid and install the following:

- a. Landscape Planting Plans 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 Plans including location and model of all heads, valves, meters, 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 Plans pertaining to any planting beds or tree wells.
 - d. Streetscape Plans including selection and locations of Street Furniture.
 - e. Special Pavement Treatments specifying locations and providing details for brick paver areas, concrete stamping, coloring, etc. for streets and street intersections, sidewalks, cross walks, median noses, etc.
- 2) Vitruvian Park Documents: KSS will work with Icon, other design team members and the Town of Addison to ensure proper approval of hardscape, landscape and irrigation plans. All plans shall be sealed by a licensed landscape architect, irrigation designer and/or engineer. Drawings will be prepared to provide layout and construction details required to properly bid and install the following:
- a. Landscape Planting Plans 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 Plans including location and model of all heads, valves, meters, etc. as well as size of all piping. Details and enlargements will be provided as necessary in order to clarify intent of layout.
 - c. Architectural design of bridge facing materials consisting of stone, brick or aesthetic materials/veneers affiliated with all headwalls of the three vehicular and pedestrian bridges.
 - d. Architectural design of the pedestrian viaduct.
 - e. Architectural design of the grotto fountain
 - f. Architectural design of streetscape fountains located at the intersection of Brookhaven Club Drive and Street "B".
 - g. Architectural design of grand stair adjacent to the grotto fountain.

- h. Architectural design of an earth-integrated amphitheater with seat walls and paved/surfaced performance area.
 - i. Architectural design of a semi-circular pedestrian belvedere with permanent exterior attached lighting.
 - j. Architectural design of lake and creek hard edge treatment plans.
 - k. Architectural design of riparian islands with pedestrian paths and access.
 - l. Architectural design of pond impoundment weirs.
 - m. Architectural design of pedestrian fords to access the riparian islands.
 - n. Architectural design of sidewalk and trail pavement treatments with or without special patterns and finishes.
 - o. Architectural design of miscellaneous stairs and ramps as required for park access.
 - p. Design layout for park furniture.
 - q. Design layout for park lighting including photo metrics, fixtures, wiring, etc. for a complete functional system.
- 3) Construction Phase Assistance: Attend pre-bid and pre-construction meetings to address questions, provide review of shop drawings for all items pertaining to landscape architectural design, and provide construction observation of streetscape improvements, park improvements and related work. An observation report will be prepared for each site visit. Site visits will only be performed when specifically requested by the Town of Addison.

After reviewing the plans with Town of Addison staff, Icon will prepare the necessary applications and submit the plans prepared by Kevin Sloan Studio 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 prepared by Kevin Sloan Studio by the Town of Addison. Kevin Sloan Studio will be responsible for all aspects of their work including any sub-consultants of theirs.

B. Structural Engineering

Icon will retain Viewtech Structural Engineers, Inc. for their service of providing structural engineering design services. Design shall be in general compliance with the conceptual park design features previously presented to the Town of Addison.

Viewtech will perform structural analysis and design, and prepare plans, details and specifications for each of the following park features:

- 1) Main Traffic/Pedestrian Bridge across Farmers Branch Creek on Street "B": Plans will be prepared for an approximate 145' clear span twin steel arch suspension bridge to include superstructure, arch abutments, bridge deck abutments, access stairs and access ramps.
- 2) Pedestrian Covered Bridge: Plans will be prepared for a covered pedestrian bridge of approximately 175' clear span twin steel truss bridge supporting a suspended concrete deck to include superstructure, truss abutments, bridge deck abutments and cover.
- 3) Pedestrian Open Bridge: Plans will be prepared for an open pedestrian bridge of approximately 150' clear span pre-fabricated (selected from various manufacturers such as York or Continental) to include abutments and coordination with bridge manufacturer for specific foundation loading requirements.
- 4) Pedestrian Viaduct: Plans will be prepared for a pedestrian viaduct connecting the grotto fountain to the covered pedestrian bridge.
- 5) Grotto Fountain: Plans will be prepared for a grotto waterfall feature to include walls, columns, stairs, roofs, pool bottom, weirs, guard rails, and ramps.
- 6) Reinforced Concrete Water Control Structures: Plans will be prepared for three (3) reinforced concrete water control structures in three separate locations to create water surface elevation differentials throughout the pond and creek areas.
- 7) Construction Phase Assistance: Attend pre-bid and pre-construction meetings to address questions, provide review of fabricator shop drawings for all items pertaining to structural design, and provide construction observation of structural improvements and related work. An observation report will be prepared for each site visit. For budgeting purposes, we have estimated twenty (20) site visits.

After reviewing the plans with Town of Addison staff, Icon will prepare the necessary applications and submit the plans prepared by Viewtech Structural Engineers, Inc. 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 prepared by Viewtech Structural Engineers, Inc. by the Town of Addison. Viewtech Inc. will be responsible for all aspects of their work.

C. Mechanical / Electrical Design Services

Icon will retain Jordan & Skala Engineers, Inc. for mechanical and electrical engineering services consisting of detailed design plans, details and specifications. All plans shall be sealed by the appropriate licensed engineer. Drawings will be prepared to provide layout and construction details required to properly bid and install the following:

- 1) Infrastructure Streetscape Documents: Jordan & Skala will perform mechanical and electrical engineering design, and prepare plans, details and specifications for each of the following infrastructure streetscape features:
 - a. Street Lighting Plans including full lighting design services consisting of photo metrics, fixtures, electrical service, wiring, etc. for a complete functional street lighting system along Brookhaven Club Drive and Street "B".
 - b. Fountain Plans including electrical and mechanical design for pumps, electrical service, wiring, etc. for a complete functional fountain system at the intersection of Brookhaven Club Drive and Street "B".
 - c. Irrigation System Service including controller electrical service, wiring, etc. for a complete functional irrigation system.
- 2) Vitruvian Park Documents: Jordan & Skala will perform mechanical and electrical engineering design, and prepare plans, details and specifications for each of the following park features:
 - a. Park Lighting Plans including full lighting design services consisting of photo metrics, fixtures, electrical service, wiring, etc. for a complete functional park lighting system.
 - b. Grotto Fountain including electrical and mechanical design for pump room including pumps, electrical service wiring, etc. for a complete functional fountain system.
 - c. Water Well design to supply supplemental water for the lake and irrigation systems.
- 3) Construction Phase Assistance: Attend pre-bid and pre-construction meetings to address questions, provide review of shop drawings for all items pertaining to electrical and mechanical design, and provide construction observation of related improvements. An observation report will be prepared for each site visit. For budgeting purposes, we have estimated fifteen (15) site visits.

After reviewing the plans with Town of Addison staff, Icon will prepare the necessary applications and submit the plans prepared by Jordan & Skala Engineers, Inc. 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 prepared by Jordan & Skala Engineers, Inc. by the Town of Addison. Jordan & Skala will be responsible for all aspects of their work.

D. Traffic Signalization Design Services

Icon will retain Lee Engineering for traffic engineering services. Lee Engineering will prepare design plans and specifications for a new traffic signal installation at the intersection of Brookhaven Club Drive and Street "B", for temporary traffic signal modifications at the intersection of Brookhaven Club Drive at Marsh Lane, and Brookhaven Club Drive at Spring Valley Road during construction, and for traffic signal modifications at the intersection of Brookhaven Club Drive at Marsh Lane following completion of construction. Services provided shall include the following:

- 1) Temporary Traffic Signal Installations at the intersections of Brookhaven Club Drive and Marsh Lane, and at Brookhaven Club Drive and Spring Valley Road: Plans will be prepared for preliminary temporary signal modifications consisting of layout sheets for the temporary signal setup and a wiring chart sheet for each intersection. Layout design will also include temporary timber pole layouts, span wire, signal heads, detection, conduit/aerial runs, controller cabinet location, and schematic layout of the temporary signal layouts for each phase of construction, including updated signal head locations. Upon approval of preliminary temporary signal plans by the Town of Addison, final design drawings will be prepared for a complete set of Temporary Signal Plans and Specifications, including all necessary detail sheets and complete wiring tables in conformance with Town of Addison and Tx DOT design standards.
- 2) Traffic Signal Installation at intersection of Brookhaven Club Drive and proposed Street "B", and a Traffic Signal Modification at the intersection of Brookhaven Club Drive and Marsh Lane: Prepare preliminary layouts to include pole locations, conduit and wiring runs, signal heads, video detection, controller locations and pavement markings (crosswalks and stop bars only) along with recommended signal phasing based on lane configurations and observations. Upon approval of preliminary layouts by the Town of Addison, prepare a complete set of Traffic Signal Design Plans and Specifications in conformance with Town of Addison and Tx DOT design standards.
- 3) Construction Phase Assistance: Attend pre-bid and pre-construction meetings to address questions, provide review of shop drawings relating to traffic signal improvements, and provide construction observation of signal improvements and related work. For budget purposes, we have estimated six (6) site visits.

After reviewing the plans with Town of Addison staff, Icon will prepare the necessary applications and submit the plans prepared by Lee Engineering 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 prepared by Lee Engineering by the Town of Addison. Lee Engineering will be responsible for all aspects of their work.

14) Texas Architectural Barriers Project Registration (TABPR)

The project will require plans to be reviewed in accordance with TABPR guidelines. Icon will submit the drawings for Brookhaven Club Drive, Street "B" and Vitruvian Park 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 all 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 100 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) Construction Phase Services

Construction phase services will be performed for the following:

- A. Prepare bid proposal forms for Infrastructure Improvements relating to Brookhaven Club Drive and Street "B". Included will be water, wastewater, storm drainage, electric duct bank, miscellaneous conduits, grading, paving, street lighting, street signalization, landscaping and streetscape improvements. It is anticipated that the infrastructure improvements will be bid as two separate bid packages.
- B. Prepare bid proposal forms for Vitruvian Park relating to development of the park area. Included will be access roadway and parking area, grading, drainage, trail systems, riparian islands, bridges, viaducts, grotto fountain, amphitheatre, water control structures, lighting, park furniture and appurtenances, landscaping and irrigation improvements. It is anticipated that the park improvements will be bid as one bid package.
- C. Prepare bid proposal documents and submit to Town of Addison for distribution to contractors for each bid package.
- D. Attend the pre-bid meeting for each bid package.
- E. Respond to contractor questions during the bidding process for each bid package.
- F. Once the construction bids have been submitted, prepare bid tabulation and assist the Town of Addison in contractor selection for each bid package.
- G. Provide assistance to the Town of Addison in the preparation of construction contracts for each of the bid packages for execution by the Town of Addison and the successful contractors.
- H. Attend the pre-construction conference for each bid package.
- I. Review request for information (RFI), shop drawings, material submittals, and change orders related to the work for each bid package.
- J. Review contractor pay requests for each bid package.
- K. Provide periodic on-site construction observation of the infrastructure improvements, park improvements and related work, and prepare an observation report for each site visit. For budgeting purposes, we have estimated fifteen (15) hours per week for fifty two (52) weeks for the infrastructure improvements, and six (6) hours per week for twenty six (26) weeks for the park improvements.

- L. When the construction has been completed, perform a final review (in conjunction with Town of Addison staff) of the infrastructure improvements, park improvements and related work, and provide the contractors with a punch list for each phase.
- M. Once the punch list is completed, perform a final review of completed improvements in conjunction with Town of Addison staff to verify all punch list items have been completed.

17) Record Drawings

Upon completion of construction of the infrastructure improvements and the park improvements for the project, Icon will prepare one set of mylar record drawings 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.

COMPENSATION

Icon Consulting Engineers, Inc. proposes to provide the Basic Scope of Services as described above on a joint lump sum/hourly fee “not-to-exceed” basis as follows:

- 1) **Boundary Survey** – Icon will perform the services as described for a lump sum fee of **\$4,200**.
- 2) **Design Surveys** – Icon will perform the services as described for a lump sum fee of **\$26,000**.
- 3) **Existing Underground Utilities Location** - Icon will perform the services as described for a lump sum fee of **\$3,500**.
- 4) **Easement By Separate Instrument** – Icon will perform the services as described for a not-to-exceed fee of **\$4,250** based on a maximum of five easements at \$850 per each separate instrument document prepared.
- 5) **Easement Abandonment /Vacation** – Icon will perform the services as described for a not-to-exceed fee of **\$4,250** based on a maximum of five easements at \$850 per each separate instrument document prepared.
- 6) **Hydrologic & Hydraulic Engineering** - Services as described will be performed for the itemized fees shown below:
 - A. **Conditional Letter of Map Revision (CLOMR)** - Services as described will be performed for a lump sum fee of **\$17,500**.

- B. As-Built Survey** - Services as described will be performed for a lump sum fee of **\$9,500**.
- C. Letter of Map Revision (LOMR)** - Services as described will be performed for a lump sum fee of **\$32,000**.
- 7) **Water Plans** - Icon will perform the services as described for a lump sum fee of **\$82,000**.
- 8) **Wastewater Plans** - Icon will perform the services as described for a lump sum fee of **\$66,000**.
- 9) **Storm Drainage System Plans** - Icon will perform the services as described for a lump sum fee of **\$91,000**.
- 10) **Electric Duct Bank, Gas Line and Misc. Conduit Plans** - Icon will perform the services as described for a lump sum fee of **\$108,000**.
- 11) **Paving Plans** - Icon will perform the services as described for a lump sum fee of **\$372,000**.
- 12) **Park Civil Plans** - Icon will perform the services as described for a lump sum fee of **\$64,000**.
- 13) **Site Related Sub-consultant Services**
- A. Landscape Architecture** – Services as described will be performed for the itemized fees shown below:
1. **Infrastructure Streetscape Documents** - Services as described will be performed for a lump sum fee of **\$35,000**.
 2. **Vitruvian Park Documents** - Services as described will be performed for a lump sum fee of **\$361,000**.
 3. **Construction Phase Services** - Services as described will be performed on an hourly fee basis at our standard hourly rates with a not-to-exceed fee of **\$72,500**.
- B. Structural Engineering** - Services as described will be performed for the itemized fees shown below:
1. **Main Traffic/Pedestrian Bridge across Farmers Branch Creek on Street“B”** - Services as described will be performed for a lump sum fee of **\$44,500**.
 2. **Pedestrian Covered Bridge** - Services as described will be performed for a lump sum fee of **\$18,250**.

3. **Pedestrian Open Bridge** - Services as described will be performed for a lump sum fee of **\$7,750**.
 4. **Pedestrian Viaduct** - Services as described will be performed for a lump sum fee of **\$6,750**.
 5. **Grotto Fountain** - Services as described will be performed for a lump sum fee of **\$16,650**.
 6. **Reinforced Concrete Water Control Structures** - Services as described will be performed for a lump sum fee of **\$15,000**.
 7. **Construction Phase Services** - Services as described will be performed on an hourly fee basis at our standard hourly rates with a not-to-exceed fee of **\$36,000**.
- C. Mechanical / Electrical Design Services** - Services as described will be performed for the itemized fees shown below:
1. **Infrastructure Streetscape Documents** - Services as described will be performed for a lump sum fee of **\$53,200**.
 2. **Vitruvian Park Documents** - Services as described will be performed for a lump sum fee of **\$67,150**.
 3. **Construction Phase Services** - Services as described will be performed on an hourly fee basis at our standard hourly rates with a not-to-exceed fee of **\$7,500**.
- D. Traffic Signalization Design Services** – Services as described will be performed for the itemized fees shown below:
1. **Traffic Signal Installation at intersection of Brookhaven Club Drive and proposed Street “B”, and a Traffic Signal Modification at the intersection of Brookhaven Club Drive and Marsh Lane** - Services as described will be performed for a lump sum fee of **\$34,000**.
 2. **Temporary Traffic Signal Installations at intersection of Brookhaven Club Drive and Marsh Lane & Brookhaven Club Drive at Spring Valley Road** - Services as described will be performed for a lump sum fee of **\$17,500**.
 3. **Construction Phase Services** - Services as described will be performed on an hourly fee basis at our standard hourly rates with a not-to-exceed fee of **\$2,500**.
- 14) Texas Architectural Barriers Project Registration (TABPR)** – Icon will perform the services as described for a lump sum fee of **\$8,000**.

- 15) **Storm Water Pollution Prevention Plan** – Icon will perform the services as described for a lump sum fee of **\$5,500**.
- 16) **Construction Phase Services** – Icon will perform the services as described on an hourly fee basis at our standard hourly rates with a not-to-exceed fee of **\$168,000**.
- 17) **Record Drawings** - Icon will perform the services as described on an hourly fee basis at our standard hourly rates with a not-to-exceed fee of **\$12,000**.

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, up to the not-to-exceed fee shown. 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 reproduction and printing charges, delivery and courier service charges, and mileage 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. We have budgeted the amount of **\$124,250** for reimbursable expenses. This amount will not be exceeded without prior approval from the Town of Addison.

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:

- Platting and/or dedication of right-of-way.
- Assistance in the acquisition of property or off-site easements.
- Design of off-site improvements not specifically included in the proposal.
- Hydraulic analysis of existing water and wastewater systems.
- Structural engineering design services for the amphitheatre, pond and creek edge treatments, pedestrian fords, pedestrian belvedere, and any structural design for miscellaneous site features not included in the basic scope of services.
- Geotechnical and environmental studies.
- Site graphics and Signage.

- Presentation models and professional renderings.
- Construction phase services, including, but not limited to, the following:
 - Construction staking.
 - Construction material testing.
 - Full-time resident project representative.
- 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

BFD/kcd
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MEMORANDUM

TO: Mayor and Town Council

FROM: Noel Padden
Fire Chief

DATE: March 31, 2008

SUBJECT: Assistance to Firefighters Grants

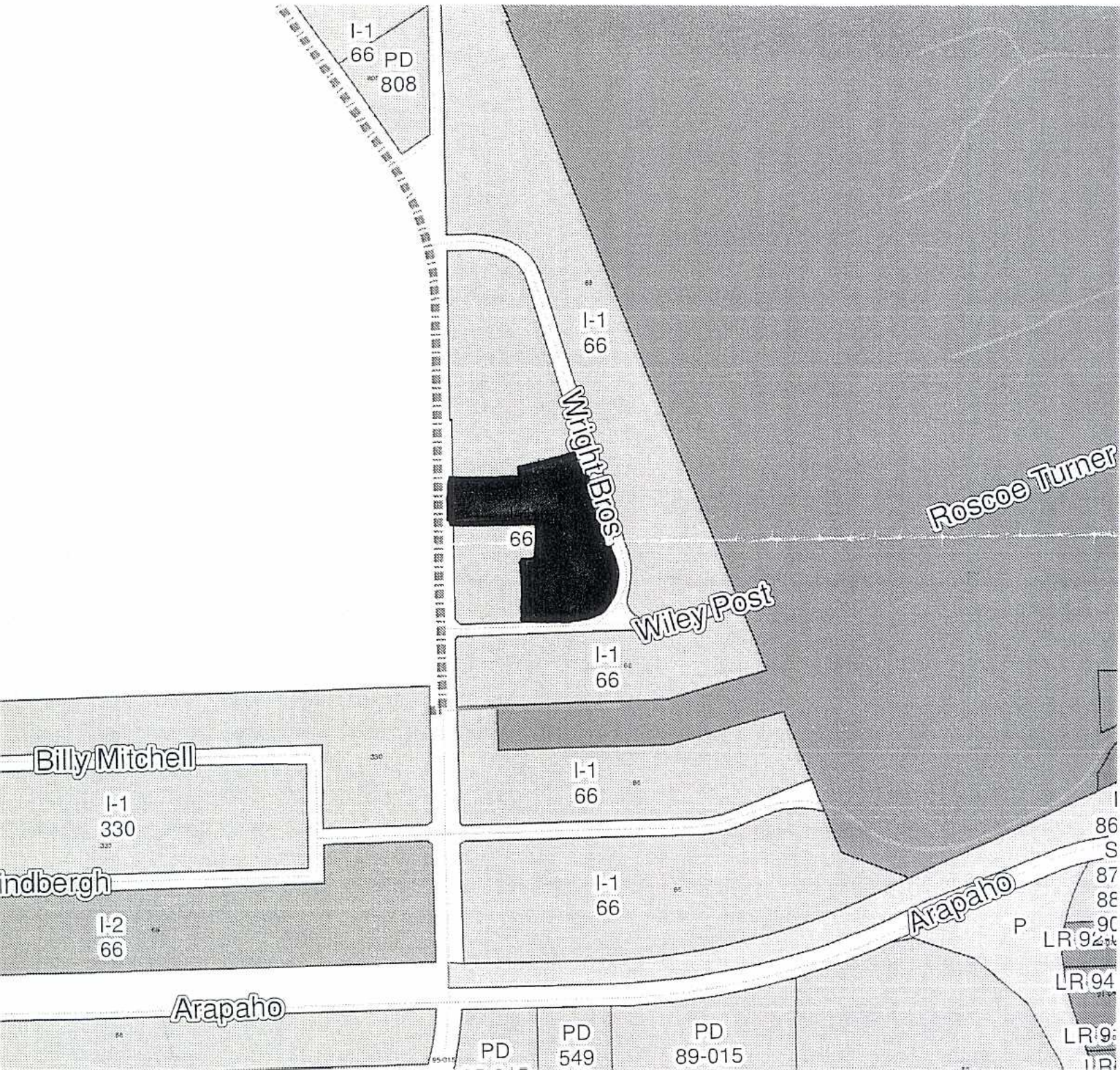
The Addison Fire Department is in the process of preparing a grant application for the Assistance to Firefighters Grant Program. This grant program is managed by the U.S. Department of Homeland Security. Congress has appropriated a total of 560 million for this years grant. However, no more than 252 million may be awarded to career fire departments. This is a competitive grant process from which eligible career and volunteer fire departments may solicit funds. These grants contain a local matching fund requirement from 5 to 20 percent. Town of Addison match will be 5 percent.

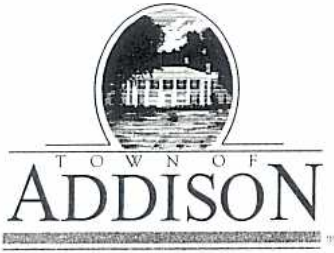
The Fire Department will request funds to replace 28 self contained breathing apparatus (SCBA). This will include the SCBA's, spare bottles, face pieces, emergency breathing connections, personal alert safety systems and other safety devices. Estimated costs are \$190,000.00. Town of Addison match will be approximately \$9,500.00.

The U.S. Department of Homeland Security will announce successful grant applications beginning in July and continue through early fall. Should additional information be needed, please contact me at your convenience.

REPLAT/Addison Airport Industrial District, Lot 7A & 14A, Block B

REPLAT/Addison Airport Industrial District, Lot 7A & 14A, Block B. Requesting approval of a replat for two lots on 5.083 acres, located east of Midway Road, at the corner of Wright Brothers Drive and Wiley Post Road, on application Westerman Ltd., represented by Mr. Christopher McClusky of Pacheco Koch Consulting Engineers.





DEVELOPMENT SERVICES

(972) 450-2880 Fax: (972) 450-2837

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

March 13, 2008

STAFF REPORT

RE: REPLAT/Addison Airport
Industrial District, Lot 7A & 14A,
Block B

LOCATION: Two lots on 5.083 acres, located
East of Midway Road, at the
corner of Wright Brothers Drive
and Wiley Post Road

REQUEST: Approval of a replat

APPLICANT: Westerman Ltd., represented
By Mr. Christopher McClusky of
Pacheco Koch Consulting,
Engineers

DISCUSSION:

Background. This property is being developed as a corporate headquarters for J-W Operating Company, which is in the oil field service business. J-W Operating is currently located in two buildings in the neighborhood. One building is on the north end of Lot 7A and the other building is on the east side of Wright Brothers, adjacent to the airport. J-W keeps its corporate planes in a hangar that has a through-the-fence agreement with the Addison Airport. Lot 2, which abuts Midway Road, was formerly occupied by Quality Fence Company. J-W purchased the lot and demolished the building, and it is planning to use Lot 14A for parking. All lots are zoned Industrial-1.

Public Works Review. Public Works reviewed the proposed plat and notes the following:

1. Monuments must be set at all property corners that do not currently have monuments. Please revise the plat as required.
2. Please define the purpose of the "10' Reserve" along Midway Road.
3. Please insure that the limits of the sanitary sewer easement are clearly delineated.
4. If possible, do not show the building lines on adjacent tracts and abandon

the building line in the platted area by this plat.

5. Add a 5' Sidewalk, Utility & Drainage Easement along Midway Road.
6. Add a 15' Drainage Easement along the southern lot line of Lot 14A.
7. Provide a closure sheet.

RECOMMENDATION:

Staff recommends approval of the replat for Addison Airport Industrial District, Lot 7A & 14A, Block B, subject to the conditions listed above.

Respectfully submitted,

A handwritten signature in black ink that reads "C Moran". The signature is written in a cursive, somewhat stylized font.

Carmen Moran
Director of Development Services



PUBLIC WORKS DEPARTMENT
Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871 FAX (972) 450-2837
16801 Westgrove

Memorandum

To: Carmen Moran
CC: Nancy Cline
From: Clay Barnett
Date: 3/13/2008
Re: Replat of Addison Airport Industrial District Lots 7A & 14A, Block B

-
1. Monuments must be set at all property corners that do not currently have monuments. Please revise the plat as required.
 2. Please define the purpose of the "10' Reserve" along Midway Road.
 3. Please insure that the limits of the sanitary sewer easement are clearly delineated.
 4. If possible, do not show the building lines on adjacent tracts and abandon the building line in the platted area by this plat.
 5. Add a 5' Sidewalk, Utility & Drainage Easement along Midway Road.
 6. Add a 15' Drainage Easement along the southern lot line of Lot 14A.
 7. Provide a closure sheet.

Memorandum

To: Carmen Moran, Director of Development Services
From: Gordon C. Robbins, Deputy Fire Chief
Date: Thursday, March 06, 2008
Re: REPLAT / Addison Airport Industrial District, Lot 7A & 14A, Block B



The Fire Department has no objection to this replat.

Thank you.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 27, 2008, voted to recommend approval of the replat for Addison Airport Industrial District, Lot 7A and 14A, Block B subject to the following conditions:

1. Monuments must be set at all property corners that do not currently have monuments. Please revise the plat as required.
2. Please define the purpose of the "10' Reserve" along Midway Road.
3. Please insure that the limits of the sanitary sewer easement are clearly delineated.
4. If possible, do not show the building lines on adjacent tracts and abandon
5. the building line in the platted area by this plat.
6. Add a 5' Sidewalk, Utility & Drainage Easement along Midway Road.
7. Add a 15' Drainage Easement along the southern lot line of Lot 14A.
8. Provide a closure sheet.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Lay, Wood

Voting Nay: None

Absent: None