



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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

AND / OR

WORK SESSION OF THE CITY COUNCIL

6:00 PM

JUNE 28, 2011

TOWN HALL

ADDISON TOWN HALL, 5300 BELT LINE, DALLAS, TX 75254

WORK SESSION

Item
#WS1 - Discussion regarding economic development priorities and incentive policy review.

Item
#WS2 - Presentation and discussion of the Town of Addison's Storm Water Management Program.

REGULAR MEETING

Pledge of Allegiance

Item #R1- Consideration of Old Business

Introduction of Employees

Discussion of Events/Meetings

Item #R2- Consent Agenda.

#2a- Approval of Minutes for the June 14, 2011 Regular Council Meeting.

#2b- Approval of a professional services agreement with Edward B. Peacock, CPA in an amount not to exceed \$38,000 for financial staff support and audit preparation, subject to final review and approval of the City Attorney.

#2c- Approval to purchase, install and monitor security cameras at the Service Center facility by Stealth Monitoring Inc.

Item #R3 **PUBLIC HEARING** Case 1634-SUP/The Hub Sports Bar and Grill. Public hearing on, and discussion and consideration of approval of a change in zoning by approval of a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, a Special Use Permit for a billiard parlor, and a Special Use Permit for an arcade, on property located at 4145 Belt Line Road, Suite 200, on application from the Hub Sports Bar and Grill, represented by Mr. Bill Hidell of Hidell and Associates, Architects.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on June 16, 2011, voted to recommend approval of a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, a

Special Use Permit for a billiard parlor, and a Special Use Permit for an arcade, located at 4145 Belt Line Road, Suite 200, on application from the Hub Sports Bar and Grill, subject to the following conditions:

-Prior to the development of the exterior patio, the applicant shall replace 624 square feet of landscaping in a location approved by the Parks Director,

-The applicant shall not use any terms or graphic depictions that denote alcoholic beverages in exterior signs.

Voting Aye: Doherty, Groce, Gunther, Hewitt, Oliver, Wheeler,

Voting Nay: none

Absent: Angell

Attachment(s):

1. docket map, staff report, and commission findings

Recommendation:

Administration recommends approval.

Item #R4 Discussion and consideration of approval of an agreement with Coban and Research Technologies Inc., for the removal of existing in-car video and related systems and purchase, installation and configuration of sixteen (16) new In-Car Video Cameras.

Attachment(s):

1. Sales Quote-B
2. Sales Quote-A
3. Comparison Matrix

Recommendation:

Staff recommends that the Council authorize the City Manager to enter into an agreement with Coban Research and Technologies Inc. for the purchase and installation of sixteen (16) In-Car Video Camera Systems in the amount of \$117,605.

Item #R5 Discussion and consideration of approval of an agreement with PCS Mobile for the purchase, installation and configuration of sixteen (16) new rugged laptops.

Attachment(s):

1. Sales Quote
2. Comparison Matrix

Recommendation:

Staff recommends that the Council authorize the City Manager to enter into a agreement with PCS Mobile for the purchase and installation of sixteen (16) Panasonic rugged laptops in the amount of \$78,901.28.

Item #R6 Presentation, discussion and consideration of approval of a Major Capital Improvement Program Master Interlocal Agreement between the Town of Addison and Dallas County and authorizing the City Manager to execute the Agreement.

Recommendation:

Staff recommends approval subject to the approval of the City Manager and City Attorney.

Item #R7 Discussion and consideration of approval of a contract with Global Technology Solutions, Inc., for design and deployment of an Online Automation System for Addison

Special Events.

Attachment(s):

1. Quotation
2. SOW
3. Risk Management
4. Special Events Proposal

Recommendation:

Staff recommends that the Council authorize the City Manager to enter into a contract with Global Technology Solutions, Inc. , for the design and deployment of an Online Automation System in an amount not to exceed \$49,342 subject to the City Attorney's final approval.

Item #R8 Presentation, discussion and consideration of approval of a Professional Services Agreement with Nathan D. Maier Consulting Engineers, Inc. for an amount not to exceed \$33,853.00 for the design of certain public infrastructure (including channel improvements and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1D), and authorizing the City Manager to execute the Agreement.

Attachment(s):

1. Contract Form
2. Cost Analysis

Recommendation:

Staff recommends approval subject to the approval of the City Attorney.

Adjourn Meeting

Posted:

Lea Dunn, 6/24/2011, 5:00 pm

**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

AGENDA CAPTION:

Discussion regarding economic development priorities and incentive policy review.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

Provide For A Diversified Business Climate

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #WS2

AGENDA CAPTION:

Presentation and discussion of the Town of Addison's Storm Water Management Program.

FINANCIAL IMPACT:

None at this time.

BACKGROUND:

N/A

RECOMMENDATION:

None at this time.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Conduct the Business of the Town in a Fiscally Responsible Manner, Take actions to make Addison a leader in sustainable development and operations that protect and enhance the Town's quality of life

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R 2a

AGENDA CAPTION:

Approval of Minutes for the June 14, 2011 Regular Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Minutes for June 14 2011 Council Meeting](#)

Type:

Backup Material

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

June 14, 2011

6:00 PM - Town Hall

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

Upstairs Conference Room

Council Members Present:

Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Absent:

None

Work Session

Item #WS1 - Discussion regarding economic development priorities and incentive policy review.

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

**OFFICIAL ACTIONS OF THE ADDISON CITY
COUNCIL**

REGULAR MEETING

June 14, 2011

6:00 PM - Town Hall

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

Lea Dunn, 6/10/2011, 5:00 pm

Council Members Present:

Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Absent:

None

REGULAR MEETING

Item #R1 - Consideration of Old Business

The following employees were introduced: Chuck Taylor, Fire Department; Whitney Trayler, Finance; Elizabeth Kaminski, Conference Centre.

There was no action taken.

Item #R2 - Consent Agenda

#2a - Approval of Minutes for the May 24, 2011 Regular Council Meeting.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

#2b - Approval of an ordinance amending Chapter 18 of the Code of Ordinances of the Town by amending Section R314.3.1 and Section R315.2 of the 2009 IRC.

Ordinance O11-039 was approved.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,
Resnik

Voting Nay: None

#2c - Approval for the award of bid to BMW Motorcycles of North Dallas in the amount of \$69,320.97 for the purchase of (3) 2011 BMW Police Motorcycles.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,
Resnik

Voting Nay: None

#2d - Approval to authorize the City Manager to execute a Professional Services Agreement with Halff Associates, Inc. in an amount not to exceed \$54,000.00 for Stormwater Data Inventory.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,
Resnik

Voting Nay: None

#2e - Approval of a Supplemental Agreement to the Agreement for Professional Service with Halff Associates, Inc. for Addendum No. 3 in the amount not to exceed \$3,900.00, for additional professional services for Spring Valley Road.

A motion to Approve was made by Councilmember Blake Clemens.
The motion was seconded by Councilmember Kimberly Lay.
The motion result was: Passed
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,
Resnik
Voting Nay: None

#2f - Approval for a Festival Consulting Agreement with World Affairs Council of Dallas/Fort Worth (WAC) in an amount not to exceed \$37,000.00 for WorldFest 2011, subject to the final review and approval of the City Attorney and City Manager.

A motion to Approve was made by Councilmember Blake Clemens.
The motion was seconded by Councilmember Kimberly Lay.
The motion result was: Passed
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,
Resnik
Voting Nay: None

Item #R3 - Appointment of Mayor Pro Tempore and Deputy Mayor Pro Tempore.

Blake Clemens was appointed Mayor Pro Tempore.

A motion to Approve was made by Mayor Todd Meier.
The motion was seconded by Councilmember Neil Resnik.
The motion result was: Passed
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,
Resnik
Voting Nay: None

Kimberly Lay was appointed Deputy Mayor Pro Tempore.

A motion to Approve was made by Mayor Todd Meier.
The motion was seconded by Councilmember Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Item #R4 - Presentations by Non-Profit Organizations requesting funding for Fiscal Year 2012: Contact Crisis Line, The Family Place, Dance Council of North Texas, Communities in Schools - Dallas, Richardson Symphony Orchestra, Metrocrest Social Services, UBL Texas Wranglers, Second Thought Theatre, Launchability, Senior Adult Services, Water Tower Theatre, Metrocrest Chamber of Commerce, and Metrocrest Family Medical.

All non-profit organizations requesting funding addressed Council regarding their program of work for FY2012.

There was no action taken.

Item #R5 - PUBLIC HEARING Case 1632-Z/Allegro Phase II. Discussion and consideration of approval of an ordinance approving a final development plan, with waivers for design standards, for 121 multi-family units in the UC – Urban Center zoning district, Commercial subdistrict, located on 1.231 acres addressed as 15605 Dallas Parkway, on application from Behringer Harvard Addison Circle Land, LLC, represented by Mr. Jim Fadley of Behringer Harvard, and Mr. Jim McGinley of Trinity Realty Interests, LLC. COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on May, 26, 2011, voted to recommend approval a development plant for a development of 121 multi-family units, in the UC – Urban Center district, Commercial subdistrict, subject to the following waivers of design standards: Waiver 1 – Section 5, Subsection A. Minimum area per dwelling unit. Approval of the applicant's request for 63, 1-bedroom units of less than 750 square feet in area. Waiver 2 – Section 5, Subsection C. Setbacks, paragraph 2. Side yard, subparagraph (b). Approval of the applicant's request for

a minimum 5'-0" side yard with maximum 2'-0" projections into the required side yard for brick and stone pilasters, and metal columns at the corners of the buildings. Voting Aye: Doherty, Groce, Gunther, Hewitt, Oliver Voting Nay: none Absent: Angell, Wheeler

Carmen Moran and Jim McGinley, Trinity Realty Interests, LLC spoke regarding this item.

Ordinance O11-040 was approved.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Item #R6 - Presentation, discussion and consideration of approval of an ordinance amending Chapter 62, Signs, of the Code of Ordinances of the Town by providing for a Meritorious Exception to Division 4, Attached Signs, Sec 62-163 at 4021 Belt Line Road, Suite 303 in order to provide for an attached mural sign with an area of approximately 195 square feet and logos and letters that exceed 24" and 27" in height.

Ordinance O11-041 was approved.

A motion to Approve was made by Councilmember Neil Resnik.

The motion was seconded by Councilmember Roger Mellow.

The motion result was: Passed

Voting Aye: Arfsten, Meier, Mellow, Resnik

Voting Nay: Clemens, DeFrancisco, Lay

Item #R7 - Discussion and consideration of approval of an increase in the authorized sworn strength of the Police Department from 62 to 63

positions by adding one police sergeant as a full time position at the Addison Airport.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Item #R8 - Presentation, discussion and consideration of approval of a contract with Jim Bowman Construction Co. LP in the amount of \$107,931.68 for concrete repairs to various streets, including Quorum Dr, Midway Rd and Westgrove Dr.

A motion to Approve was made by Councilmember Kimberly Lay.

The motion was seconded by Councilmember Blake Clemens.

The motion result was:

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Item #R9 - Consideration of approval of an interlocal agreement for cooperative purchasing with the City of Fort Worth and approval of an agreement with Chase Bank, N.A. regarding procurement card services.

A motion to Approve was made by Councilmember Kimberly Lay.

The motion was seconded by Councilmember Blake Clemens.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Item #R10 - Consideration, discussion, and approval of an ordinance approving a negotiated resolution between the Steering Committee of Cities Served by Oncor and Oncor Electric Delivery Company LLC regarding the company's application to increase electric rates in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; requiring the company to reimburse cities' reasonable expenses; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; and providing for other related matters.

Ordinance O11-042 was approved.

A motion to Approve was made by Councilmember Neil Resnik.

The motion was seconded by Councilmember Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

Council Agenda Item: #R 2b

AGENDA CAPTION:

Approval of a professional services agreement with Edward B. Peacock, CPA in an amount not to exceed \$38,000 for financial staff support and audit preparation, subject to final review and approval of the City Attorney.

FINANCIAL IMPACT:

Cost: \$38,000

This item will require a mid-year budget amendment. Roughly \$5,000 will be paid from the FY2011 budget, with the remaining \$33,000 to be paid in FY2012.

BACKGROUND:

The Financial and Strategic Services department is anticipating temporary staffing vacancies this fall. As the timing coincides with the FY 2011 year-end closing and annual external audit fieldwork, supplementary staffing will be needed to ensure reporting requirements are met. The department interviewed candidates with backgrounds in municipal government finance and selected Mr. Peacock, a Certified Public Accountant, to fill this need.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner, Employ High-Quality, Service-Oriented Personnel

ATTACHMENTS:

Description:

[Engagement Letter](#)

[Agreement](#)

Type:

Backup Material

Backup Material

Town of Addison

Proposal to Provide Interim Staff Support

May 22, 2011

Edward B. Peacock CPA

Edward B. Peacock CPA
977 Fall Creek
Grapevine, Texas 76051

May 22, 2011

Randy Moravec, Chief Financial Officer
Town of Addison

Dear Randy:

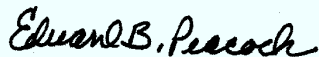
Thank you for inviting the firm of Edward B. Peacock CPA to provide this proposal for professional services to the Town of Addison. I have created the attached proposed scope of services based on the information you have provided and my understanding of your requirements.

This proposal serves as an engagement letter to clarify the scope of services and the responsibility of Edward B. Peacock in this effort.

You will note that my services extend only to providing interim staff support from financial information provided to me by the Town of Addison. I do not provide any auditing on these amounts or any assurances or opinions on the financial information. I will rely on the Town of Addison for the accuracy of information provided.

The attached proposal is submitted for your review.

Sincerely,

A handwritten signature in black ink that reads "Edward B. Peacock". The signature is written in a cursive style and is placed on a light blue rectangular background.

Edward B. Peacock, CPA
Fiscal Consultant

Town of Addison Providing Interim Staff Support

Section I – Interim Staff Support and Training

Definition

Providing interim staff support is limited to providing support to City Staff in analyzing and processing accounting information and preparing accounting and other financial reports from information that is the representation of management. These reports offer no opinions or any other form of assurance on the fairness of the presentation of financial statements.

Process

I propose to conduct the following steps in the performance of these services:

Provide interim staff support for the Town of Addison:

1. Obtain general understanding of transactions and records of the Town of Addison:
 - a. Review prior financial statements and other financial data
 - b. Correspond with key personnel
2. Prepare accounting reports as requested
3. Communicate with other Town Staff on analyzing and completing accounting reconciliations and adjustments.
4. Liaise with the external auditors in order to facilitate completion of the external audit field work in a timely manner; dependent upon the Town providing accounting records, files and other required information on a timely basis.
5. Direct supervision of Town Staff is not included in the scope of services

Section II – Personnel

Edward B. Peacock will be directly responsible to the City for the timely and responsive performance of the services described herein. In this role, he will be responsible for coordinating all project activities, conducting analysis, and providing advisory services, as well as providing interim staff support.

Edward B. Peacock

Serving in or for the public sector since 1986, Edward has exposure to most financial functions within municipal government. Starting as an Administrative

Financial Intern with the City of Grand Prairie, Edward progressed to the Accounting Manager and Chief Accountant levels with the Cities of Keller, DeSoto and Flower Mound. Edward was involved in all areas of municipal finance, including investments, cash management, financial reporting and budget preparation. As an external consultant, Edward provides financial report preparation, interim staff support and impact fee analysis. He also works with clients on fiscal policies and management strategies that affect fiscal stewardship. His work on management consulting entails work related to improving client operational efficiency and effectiveness.

Section III– Timing and Professional Fees

Timing

The Town of Addison will provide accounting records, files and other required information on a timely basis in order to complete the project on schedule.

Edward B. Peacock proposes the following schedule:

Provide interim staff support.

Time periods: August 2011 - 6 days; October to December 2011 – average 13 days per month.

Total 45 days.

Fees

Hourly Billing

The services of Edward B. Peacock are to be billed at \$105 per hour. The City will be invoiced bi-weekly for the hours worked; with payment terms due within fifteen (15) days of receipt.

Section IV – Conclusions

I am excited about this opportunity to provide professional services to the Town of Addison. This proposal attempts to match specific skills and tasks to the needs identified. I am willing to modify any element of this scope to better fit the needs of the City.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT is made and entered into as of this _____ day of _____, 2011, by and between the Town of Addison, Texas (“Client”) and Edward B. Peacock, CPA, with offices at 977 Fall Creek, Grapevine, Texas 76051.

WHEREAS, EDWARD B. PEACOCK, CPA is an individual in the business as a consultant to local government regarding financial management support, including fiscal, administrative, and technology matters;

WHEREAS, Client desires to engage EDWARD B. PEACOCK, CPA for a project relating to the above mentioned and other areas of expertise;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, Client and EDWARD B. PEACOCK, CPA agree as follows:

1. EDWARD B. PEACOCK, CPA's Engagement

- (a) Client hereby engages EDWARD B. PEACOCK, CPA to provide the work and services to Client described herein and in Exhibit A attached hereto and incorporated herein (such work and services being referred to herein as the “Engagement”), and EDWARD B. PEACOCK, CPA and Client agree that this engagement is fully described and will be carried out in accordance with the terms and conditions contained within Exhibit A.
- (b) EDWARD B. PEACOCK, CPA shall undertake and accomplish the Engagement with standards acceptable to Client. In carrying out the Engagement, EDWARD B. PEACOCK, CPA shall maintain liaison with Client’s Chief Financial Officer or such other employee of Client as Client may designate.

2. Scope of Engagement and Fees

- (a) EDWARD B. PEACOCK, CPA shall establish a presence, at Client’s site designated by Client (the “Site”), for the purpose of interim staff financial support. Engagement services will generally fall within those required to provide continuity and financial management based on a vacancy in the Client’s Financial Services Manager position. To meet the anticipated needs of the Client, EDWARD B. PEACOCK, CPA shall spend no less than the following time over the designated period (the specific days for each month shall be determined by Client):

Edward B. Peacock:	August, 2011: 6 days, and October to December, 2011: average 13 days per month.
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- (b) The Engagement work may be on Site or in consultation via phone, fax or email. EDWARD B. PEACOCK, CPA will provide options for the City to extend or renew this Agreement. The total compensation to EDWARD B. PEACOCK,

CPA is estimated not to exceed \$5,040 for August, 2011 and \$32,760 for October to December 2011, unless additional time is charged due to acts, requests, or demands by Client. The fees will be charged per the following schedule:

Edward B. Peacock:	Charged to Client at \$105 per hour (each hour being divided into 6 minute (or some other agreed upon) increments, so that, for example, if services are provided for 1 hour and 12 minutes, Client will be charged 1.2 X \$105, or \$126)
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3. Independent Contractor Status

EDWARD B. PEACOCK, CPA is and shall be at all times in connection with this Agreement an independent contractor and EDWARD B. PEACOCK, CPA acknowledges, and confirms to Client, its status as that of an independent contractor. Nothing herein shall be deemed or construed to create a joint venture, partnership, joint enterprise, agency or employee/employer relationship between the parties for any purpose, including but not limited to taxes or employee benefits. EDWARD B. PEACOCK, CPA will be solely responsible for payment of any and all taxes and insurance. EDWARD B. PEACOCK, CPA will submit to Client upon request, evidence of compliance with the provisions of this paragraph in a form and manner satisfactory to Client.

4. No Power to Act on Behalf of Client

EDWARD B. PEACOCK, CPA shall not have any right, power or authority to create any obligation, express or implied, or make representation on behalf of Client except as EDWARD B. PEACOCK, CPA may be expressly authorized in advance in writing from time to time by Client and then only to the extent of such authorization.

5. Payment

Client shall pay to EDWARD B. PEACOCK, CPA fee based upon based upon the rates identified in Section 2(b) above. EDWARD B. PEACOCK, CPA will submit an invoice on a bi-weekly basis. Each invoice shall include (i) a description of the work or services provided, (ii) the date and the amount of time (in six minute (or some other agreed upon) increments) spent by EDWARD B. PEACOCK, CPA for each item worked on. Payment is due no more than 15 days following the date the invoice is submitted by EDWARD B. PEACOCK, CPA to Client.

6. Expenses

EDWARD B. PEACOCK, CPA will be responsible for all out-of-pocket expenses, except for out of town (that is, outside of Dallas, Tarrant, Collin and Denton counties) travel (airfares, hotel, rental car, and meals), which will be reimbursed at actual cost, as provided by receipts and other evidence provided to Client by EDWARD B. PEACOCK,

CPA. EDWARD B. PEACOCK, CPA shall not incur such expenses without the express written approval, in advance, of Client.

7. Representations

- (1) EDWARD B. PEACOCK, CPA represents to Client as follows:
 - (a) EDWARD B. PEACOCK, CPA will comply at all times with all applicable laws and regulations of any jurisdiction in which EDWARD B. PEACOCK, CPA acts;
 - (b) EDWARD B. PEACOCK, CPA will comply with all applicable policies and standards and shall carry out the Engagement in a manner consistent with the ethical and professional standards of Client and with applicable professional standards for certified public accountants;
 - (c) EDWARD B. PEACOCK, CPA will comply at all times with all security provisions in effect from time to time at Client's premises, with respect to access to premises, and all materials belonging to Client;
 - (d) EDWARD B. PEACOCK, CPA shall not use Client's name in any promotional materials or other communications with third parties without Client's prior written consent;
 - (e) EDWARD B. PEACOCK, CPA is legally authorized to engage in business in the United States and in Texas and will provide Client satisfactory evidence of such authority upon request;
 - (f) EDWARD B. PEACOCK, CPA has the skills, qualifications, expertise, and experience necessary to perform the Engagement 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 others; and
 - (g) EDWARD B. PEACOCK, CPA's execution and delivery of this Agreement and performance of the Engagement does not conflict with, or result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which EDWARD B. PEACOCK, CPA is a party; and
 - (h) All representations and covenants of EDWARD B. PEACOCK, CPA in this Agreement are and shall be true as of the effective date hereof and as of the dates the Engagement is provided and performed, and at all other times pertinent to this Agreement.
- (2) Client represents to EDWARD B. PEACOCK, CPA that Client will provide reasonable work space, materials and support to him in connection with his provision of the Engagement to Client.

8. Confidentiality

During the course of carrying out the Engagement, EDWARD B. PEACOCK, CPA may have access to confidential information (“Confidential Information”) that relates to Client's past, present, or future. In connection therewith, the following subsections shall apply:

- (a) The Confidential Information may be used by EDWARD B. PEACOCK, CPA only to assist EDWARD B. PEACOCK, CPA in connection with the Engagement;
- (b) EDWARD B. PEACOCK, CPA will protect the confidentiality of the Confidential Information in the same manner that EDWARD B. PEACOCK, CPA protects its own confidential information of like kind. Access to the Confidential Information shall be restricted to EDWARD B. PEACOCK, CPA and Client's personnel and EDWARD B. PEACOCK, CPA shall not disclose Confidential Information to any third party;
- (c) The Confidential Information may not be copied or reproduced without Client's prior written consent;
- (d) Unless otherwise expressly authorized in writing by Client, all Confidential Information made available to EDWARD B. PEACOCK, CPA, including copies thereof, shall be returned to Client upon the first to occur of (i) termination of this Agreement or (ii) request by Client; and
- (e) For purposes of this Agreement, Confidential Information does not include information (including, but not limited to, ideas, concepts, know-how, techniques, and methodology) (i) previously known to EDWARD B. PEACOCK, CPA, (ii) independently developed by him, (iii) acquired by him from a third party which is not, to EDWARD B. PEACOCK, CPA's knowledge, under an obligation to Client not to disclose such information, or (iv) which is or becomes publicly available through no breach by EDWARD B. PEACOCK, CPA of this Agreement.
- (f) Due to the EDWARD B. PEACOCK, CPA's access to Confidential Information, Client reserves the right to request a background report, should Client deem such report to be necessary.

9. Ownership

All materials prepared by or for EDWARD B. PEACOCK, CPA for Client pursuant to this Agreement shall be owned exclusively by Client and EDWARD B. PEACOCK, CPA hereby assigns to Client all rights in such materials and copyrights therein.

10. Insurance; Indemnification

- (a) *Insurance.* At all times in connection with this Agreement, EDWARD B. PEACOCK, CPA shall purchase and maintain, in a company or companies lawfully authorized to do business in Texas, professional liability coverage at minimum limits of \$1,000,000. This coverage must be maintained for at least two (2) years after the termination of this letter agreement. If coverage is written on a

claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of this agreement or any extensions or renewals thereof.

With reference to the foregoing insurance requirement, EDWARD B. PEACOCK, CPA shall specifically endorse applicable insurance policies as follows:

- (a) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- (b) A waiver of subrogation in favor of the Town of Addison shall be contained in all liability policies.
- (c) All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison of any material change in the insurance coverage.
- (d) All insurance policies shall be endorsed to the effect that the Town of Addison will receive at least sixty (60) days notice prior to cancellation or non-renewal of the insurance.
- (e) 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.
- (f) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (g) EDWARD B. PEACOCK, CPA may maintain reasonable and customary deductibles, subject to approval by the Town of Addison.
- (h) Insurance must be purchased from insurers that are financially acceptable to the Town of Addison.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to EDWARD B. PEACOCK, CPA and Client prior to the commencement of the Engagement, and shall:

1. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
2. Specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.

Upon request, EDWARD B. PEACOCK, CPA shall furnish Client with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

(b) ***EDWARD B. PEACOCK, CPA'S INDEMNITY OBLIGATION.*** EDWARD B. PEACOCK, CPA agrees to and shall DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas, its elected officials, its officers, employees and agents, individually and collectively (each an "Indemnitee" and collectively "Indemnitees") from and against any and all claims, suits, actions, proceedings, judgments, liabilities, harm, penalties, fines, expenses, fees and costs (including reasonable attorney's fees and other costs of defense), and damages, (together, "Claims"), made upon or incurred by any Indemnitee arising out, resulting from, or in connection with (i) EDWARD B. PEACOCK, CPA's performance of the Engagement as set forth herein, and/or (b) any act or omission of EDWARD B. PEACOCK, CPA under, related to, or in connection with, this Agreement, INCLUDING CLAIMS CAUSED BY AN INDEMNITEE'S OWN NEGLIGENCE. However, EDWARD B. PEACOCK, CPA's liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Indemnitee's proportionate share of the negligence that caused the loss; likewise, EDWARD B. PEACOCK, CPA's liability for an Indemnitee's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to the Indemnitee's proportionate share of the negligence that caused the loss.

EDWARD B. PEACOCK, CPA shall promptly advise Client in writing of any claim or demand against any Indemnitee related to or arising out of EDWARD B. PEACOCK, CPA's activities under this Agreement and shall see to the investigation and defense of such claim or demand at EDWARD B. PEACOCK, CPA's sole cost and expense. The Indemnitees shall have the right, at the Indemnitees' option and own expense, to participate in such defense without relieving EDWARD B. PEACOCK, CPA of any of his obligations hereunder.

11. Term

This Agreement shall be effective as of August 1, 2011 and shall terminate on December 31, 2011, unless the term hereof is extended pursuant to express written agreement of the parties or unless previously terminated as provided in Section 12 below.

12. Termination

- (a) Client may, upon giving at least fourteen (14) days' written notice identifying specifically the basis for such notice, terminate this Agreement for breach of a material term or condition of this Agreement, provided EDWARD B. PEACOCK, CPA shall not have cured such breach within the fourteen (14) day period.
- (b) In the event unsatisfactory results to the inquiry referred to in paragraph (f) of Section 8 are received, Client may terminate this Agreement without notice.

- (c) Either party may at any time and for any or no reason terminate this Agreement upon giving at least thirty (30) days' written notice to the other party.
- (d) In the event this Agreement is terminated, EDWARD B. PEACOCK, CPA shall be entitled to payment of all fees and expenses, as provided in Sections 2(b), 5 and 6 respectively, properly incurred prior to the effective date of such termination.
- (e) Upon termination of this Agreement for any reason, EDWARD B. PEACOCK, CPA will cease all activity on the Engagement and shall promptly provide to Client, without cost to Client, all work product and files developed by EDWARD B. PEACOCK, CPA under this Agreement and all materials provided to EDWARD B. PEACOCK, CPA by Client in connection with this Agreement.

13. Priority of this Agreement

This Agreement sets forth the entire intent and understanding of the parties hereto on the subject matter hereof, and supersedes any other agreements or understandings. It may be amended only by a writing duly signed by both of the parties hereto.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of law rules of any jurisdiction. Venue for any action or proceeding under this Agreement lies exclusively in Dallas County, Texas. EDWARD B. PEACOCK, CPA consents that any such action or proceeding may be brought in the courts of such County and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court, and agrees not to plead or claim the same.

15. Miscellaneous

- (a) The provisions of this Agreement are severable, and if any clause, paragraph, section, phrase, word, or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional, or void for any reason by a court of competent jurisdiction, the balance of this Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said illegal, unlawful, unconstitutional, or void clause, paragraph, section, phrase, word, or portion had not been in the Agreement initially. In lieu of any such illegal, invalid, unconstitutional, or void provision, the parties agree to seek to negotiate to add hereto another provision that would be permitted that is as close to the intent of the original provision as possible.
- (b) The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights and remedies the parties may have by law, statute, ordinance, or otherwise. The exercise of any remedy or right by either party shall not be

deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future.

- (c) Failure of any party hereto, at any time, to enforce a provision of this Agreement shall in no way or event constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term or provision of this Agreement shall be deemed waived or any breached excused unless the waiver or excusing of the breach shall be in writing and signed by the party claimed to have waived or excused. Further, any consent to or waiver of a breach shall not constitute consent to or waiver of or excuse of any other different or subsequent breach.
- (d) Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Client, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.
- (e) Section and subsection headings herein are for convenience only and shall not be used in interpretation of this Agreement. The words “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.
- (f) Neither party hereto has authority or power to and may not assign, transfer, delegate, subcontract or otherwise convey any interest herein without the prior written consent of the other party, and any such assignment, transfer, delegation, subcontract or other conveyance without the City’s prior written consent shall be considered null and void.
- (g) This Agreement and all of its provisions are solely for the benefit of the parties hereto and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or entity.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first below written.

Town of Addison, Texas

Edward B. Peacock, CPA

By: _____
Ron Whitehead, City Manager

By: _____

Date: _____

Date: _____

Council Agenda Item: #R 2c

AGENDA CAPTION:

Approval to purchase, install and monitor security cameras at the Service Center facility by Stealth Monitoring Inc.

FINANCIAL IMPACT:

Funds Available: General Services Department Budget

Cost: \$23,250.00

Budgeted Amount: \$25,000.00

BACKGROUND:

Last year the Service Center experienced a burglary of tools and equipment that are kept in the Service Center yard behind locked gates. The thieves cut the lock to one of the gates and stole approximately \$8,000.00 worth of equipment. This was the second incident of theft at this facility of this nature. A same incident occurred several years earlier that had a \$10,000 loss.

This proposed system is new technology in that, in addition to the cameras recording any activity, they will also be monitored by a local company in real time (live) for after-hours and weekends. Stealth's proposal includes equipment, installation and the first 18 months of monitoring services. After 18 months, the monthly monitoring is \$350. per month.

The Town received three quotes for this project and Stealth Monitoring provided the lowest responsible proposal.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and

**Health Services to the Community, Conduct the Business of the
Town in a Fiscally Responsible Manner**

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R3

AGENDA CAPTION:

PUBLIC HEARING Case 1634-SUP/The Hub Sports Bar and Grill. Public hearing on, and discussion and consideration of approval of a change in zoning by approval of a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, a Special Use Permit for a billiard parlor, and a Special Use Permit for an arcade, on property located at 4145 Belt Line Road, Suite 200, on application from the Hub Sports Bar and Grill, represented by Mr. Bill Hidell of Hidell and Associates, Architects.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on June 16, 2011, voted to recommend approval of a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, a Special Use Permit for a billiard parlot, and a Special Use Permit for an arcade, located at 4145 Belt Line Road, Suite 200, on application from the Hub Sports Bar and Grill, subject to the following conditions:

-Prior to the development of the exterior patio, the applicant shall replace 624 square feet of landscaping in a location approved by the Parks Director,

-The applicant shall not use any terms or graphic depictions that denote alcoholic beverages in exterior signs.

Voting Aye: Doherty, Groce, Gunther, Hewitt, Oliver, Wheeler,
Voting Nay: none
Absent: Angell

FINANCIAL IMPACT:

NA

BACKGROUND:

NA

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[docket map, staff report, and commission findings](#)

Type:

Backup Material

1634-SUP

PUBLIC HEARING Case 1634-SUP/The Hub Sports Bar and Grill. Requesting approval of a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, a Special Use Permit for a billiard parlor, and a Special Use Permit for an arcade, located at 4145 Belt Line Road, Suite 200, on application from the Hub Sports Bar and Grill.





June 9, 2011

STAFF REPORT

RE: Case 1634-SUP/The Hub Sports Bar and Grill

LOCATION: 4145 Belt Line Road, Suite 200

REQUEST: Approval of a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, a Special Use Permit for a billiard parlor, and a Special Use Permit for an arcade

APPLICANT: The Hub Sports Bar and Grill,
Represented by Mr. Bill Hidell of
Hidell and Associates, Architects

DISCUSSION:

Background. This lease space is located in a shopping center that was developed in 2007. There are currently three other restaurants in this center: Which Wich Superior Sandwiches, Pee Wee's Salad Creations (currently closed), Best Thai Restaurant, and JC's Burger House. There was a Joey's Seafood Restaurant approved for this lease space on November 13, 2007 (Ordinance 007-039), but the restaurant never opened.

At this point, the Hub Sports Bar and Grill, which is currently located in Dallas at 5427 Belt Line Road (just east of Prestonwood Boulevard and Belt Line) would like to relocate from Dallas to Addison. It is proposing to take the same spot in the center that was approved for Joey's Seafood. However, the Hub space will be larger. The floor plan for the Hub indicates two pool tables, four arcade games, a Golden Tee golf game (which counts as an arcade game) and a Dart board (also counts as an arcade game). In Addison, more than one pool table in a commercial location requires a Special Use Permit, and arcade games require a Special Use Permit for an arcade if there are more than four games.

Proposed Plan. The floor plan indicates a space of 4,680 square feet with a 624-square foot patio, for a total area of 5,304 square feet. The applicant wants to allocate space

and parking for the patio, so that he can build it out in the future, but may not build it out at this time. The plans indicate table and booth seating for 164 people and bar seating for 23 people.

Façade. The applicant is not proposing any changes to the existing façade of the shopping center.

Parking. The parking requirement for this restaurant is figured at a 1/100 ratio. The 5,304 square-foot space will require 53 spaces. The Center provides 346 total parking spaces. The other restaurants in the center have taken spaces at the 1/100 ratio. Which Wich? required 17 spaces, Pee Wee's Salads took 13 spaces, Best Thai took 21 spaces, JC's Burger House took 26 spaces, and this restaurant requires 53. That totals up to 130 spaces taken for restaurant use. However, the shopping center still has vacant retail spaces and provides sufficient parking. In addition, there is additional land to the north of the building that can be converted to additional parking if needed.

Landscaping. Landscaping for the center has been installed and complies with the requirements of the ordinance. However, this restaurant is proposing to take out part of the landscaping for a patio. The ordinance requires 20% of the site to be maintained in landscaping. If the applicant decides, as a later date, to build out the patio, the center would fall below the 20% requirement. The applicant is proposing to make up the landscaping by eliminating five parking spaces on the north side of the building and replacing them with landscaping. However, the spaces he is proposing to remove don't currently exist (see attached aerial photo). The applicant is showing a site plan that shows the addition of parking spaces to the north of the building. However, those spaces are not there at present.

Slade Strickland, the Parks Director, is willing to work with the applicant on finding replacement landscaping when the time comes to add the patio. However, it is not appropriate to approve the location the applicant has proposed at this time. The staff proposes a condition for approval that will require the applicant to find a spot to replace 624 square feet of landscaping prior to the addition of the patio.

Food Service Code. This restaurant will require a grease trap, and the applicant should be advised that the restaurant will be subject to all regulations contained in the Addison Food Service Ordinance.

Signs. The applicant showed one sign on the façade. The applicant should be aware that all signs must be permitted under the requirements of the Addison Sign ordinance, and cannot be approved through this process. The applicant should also be aware that the Town has a policy against the use of any terms, such as "bar" or "tavern", or any graphic depictions that denote alcoholic beverages, in exterior signs.

RECOMMENDATION:

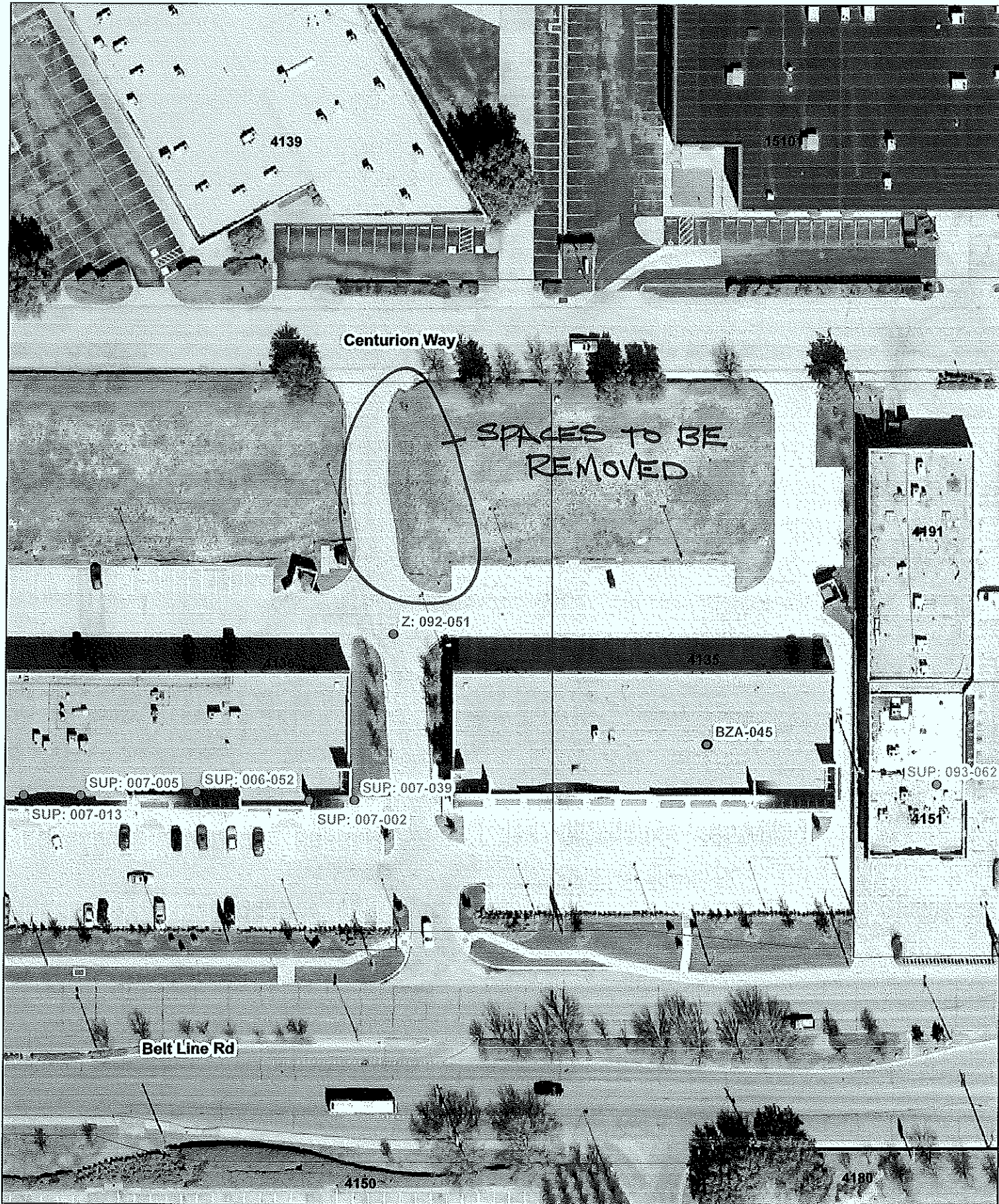
Staff recommends approval of the Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, a Special Use Permit for a billiard parlor, and a Special Use Permit for an arcade, subject to the following conditions:

- Prior to the development of the exterior patio, the applicant shall replace 624 square feet of landscaping in a location approved by the Parks Director,
- The applicant shall not use any terms or graphic depictions that denote alcoholic beverages in exterior signs.

Respectfully submitted,

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

Carmen Moran
Director of Development Services



Zoning Categories:

A	I-2	P	PD-TH
C-1	I-3	PD	R-1
C-2	LR	PD 4	R-16
I-1	MXR	PD-CC	UC

Town of Addison Zoning Map

0 30 60 120 180 240 Feet

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on June 16, 2011, voted to recommend approval of a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, a Special Use Permit for a billiard parlor, and a Special Use Permit for an arcade, located at 4145 Belt Line Road, Suite 200, on application from the Hub Sports Bar and Grill, subject to the following conditions:

-Prior to the development of the exterior patio, the applicant shall replace 624 square feet of landscaping in a location approved by the Parks Director,

-The applicant shall not use any terms or graphic depictions that denote alcoholic beverages in exterior signs.

Voting Aye: Doherty, Groce, Gunther, Hewitt, Oliver, Wheeler,
Voting Nay: none
Absent: Angell

Council Agenda Item: #R4

AGENDA CAPTION:

Discussion and consideration of approval of an agreement with Coban and Research Technologies Inc., for the removal of existing in-car video and related systems and purchase, installation and configuration of sixteen (16) new In-Car Video Cameras.

FINANCIAL IMPACT:

Budgeted Amount: \$230,000

Cost: \$117,605

This amount is budgeted in the Information Technology Internal Service Fund.

BACKGROUND:

In January, 2011, we established a selection committee to oversee the selection of In-Car Video Camera Systems for the Public Safety group. The committee members were selected from both the Police and IT departments. The main objective of this committee was to select a solution that offers:

- Ease-of-usage and environment-friendly devices which were the main concerns for the police officers,
- Flexibility, compatibility, modularity, reliability, adaptability, and scalability which were the Information Technology Staff's concerns.

Due to needed functionalities, a unique operating environment, and limited real estate to operate these devices a decision was made not to release a RFP for the purchasing of these devices. Instead, we began evaluating three (3) different In-Car Video Systems from Coban, L3 Communication and Panasonic-arbitrator. These devices were installed in selected police cruisers and were tested by the committee members for almost 3 months.

It should be noted that Coban is the Town's current Public Safety In-Car Video Camera System provider which was selected through a RFP process released in December of 2003.

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to enter into an agreement with Coban Research and Technologies Inc. for the purchase and installation of sixteen (16) In-Car Video Camera Systems in the amount of \$117,605.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Conduct the Business of the Town in a Fiscally Responsible Manner

ATTACHMENTS:

Description:

[Sales Quote-B](#)

[Sales Quote-A](#)

[Comparison Matrix](#)

Type:

Exhibit

Exhibit

Backup Material



12503 Exchange Dr., Ste. 536
Stafford, Texas 77477
281.277.8288

Sales Quote

Quote #	Date
ed042511	4/25/2011

Bill To:

Agency Name **Addison Police Department**
Address
City, State **Addison, Texas**
Contact **Hamid Khaleghipour / Randy King**

Ship To: TBD

Sales Representative	Terms	FOB Point	Quotation Expiration
Larry Marr	NET 30 DAYS		30 DAYS

Part Number	Description	List Price	Quantity	Total
Coban In-Car Systems				
SYSED-02	TopCam "EDGE " - 5.7" Monitor System Single Camera & Microphone 5.7" Touchscreen Monitor Smart Power Monitoring and UPS 32 GB Internal SSD (Solid State Drive) 40 GB Removable HDD Digital Camera- Front facing only, Color Wireless Transmitter/Receiver Covert Backseat microphone GPS Internal 802.11 a/g/n wireless card (optional WiMax) Three Year Limited Warranty	\$ 4,650.00	15	\$ 69,750.00
SYSED-02	SPARE - TopCam "EDGE " - 5.7" Monitor System Single Camera & Microphone 5.7" Touchscreen Monitor Smart Power Monitoring and UPS 32 GB Internal SSD (Solid State Drive) 40 GB Removable HDD Digital Camera- Front facing only, Color Wireless Transmitter/Receiver Covert Backseat microphone GPS Internal 802.11 a/g/n wireless card (optional WiMax) Three Year Limited Warranty	\$ 4,650.00	1	No Charge

In-Car Equipment & Options

SCED-013	5.7" Touchscreen monitor	\$ 350.00		\$ -
SCOPT-02	Laptop/MDC Interface - Includes cable and Configuration	\$ 200.00		\$ -
SCOPT-03	EDGE Dual Microphone Receiver Module (Receiver Only)	\$ 150.00		\$ -
SCOPT-04	Crash Sensor	\$ 175.00		\$ -
SCOPT-05	Gigatek Card Reader	\$ 150.00		\$ -
SCOPT-07	Video Streaming Configuration	\$ 195.00		\$ -
SCOPT-08	Dual facing camera~ Infrared Camera attached to Main Camera Module UPGRADE	\$ 150.00		\$ -
SCOPT-09	Detached Wide Angle IR Camera (includes 1 - 12ft extension)	\$ 150.00	16	\$ 2,400.00
SCOPT-10	Radar Integration (Radar type must be confirmed, pd must provide cable and or interface components)	\$ 150.00		\$ -
SCOPT-14	Wired - Visor Mount Ethernet Port (per vehicle)	\$ 50.00		\$ -
SCOPT-21	Wireless - Shark Fin 2.4 / 4.9 802.11 A/G Fixed (Per Vehicle)	\$ 185.00		will use existing from VMDT
SCOPT-32	Noptic Thermal Camera Interface - Includes cable and configuration	\$ 195.00		\$ -
SCOPT-35	EDGE 40GB MHDD to 32GB SSD Upgrade	\$ 395.00		\$ -
SCOPT-36	EDGE 40GB MHDD to 64GB SSD Upgrade	\$ 895.00		\$ -
SYSED-05	Upgrade Integrated ALPR All-In-One Solution	\$ 5,345.00		\$ -

Additional / Optional Equipment / Spares

SCPKB-031	EDGE Transmitter Package Includes Transmitter, Lapel Mic, Charger, Antenna, AC/DC Adaptors for charger and Leather Holster.	\$ 335.00	15	\$ 5,025.00
SCOPT-01	GPS	\$ 250.00		\$ -
SCPKB-034	EDGE Transmitter Antenna	\$ 12.00		\$ -
SCPKB-033	EDGE Lapel Microphone	\$ 45.00		\$ -
SCPKB-012	EDGE Lithium Ion Battery (mic transmitter)	\$ 20.00		\$ -
NMIS-12	EDGE UNIT UPS Battery - PS1212F1 (battery only)	\$ 20.00		\$ -
SCPKB-019	EDGE Microphone Pouch	\$ 20.00		\$ -
SCPKC-02	Existing Customer Option - TopCam G2 Receiver compatible to EDGE Provides GII Microphone Compatibility to EDGE Components	\$ 395.00		\$ -
SCPKC-03	Existing Customer Option - EDGE Receiver compatible to TopCam G2 Provides EDGE Microphone Compatibility to GII Components	\$ 395.00		\$ -
SCMH-4018T	40GB Removable HDD	\$ 350.00		\$ -
SCMH-32SDD	32GB Removable SSD	\$ 595.00		\$ -
SCMH-64SDD	64GB Removable SSD	\$ 1,150.00		\$ -
SCMR-01	Complete Front Facing Camera w/o IR	\$ 670.00		\$ -

EDGE

MAED-01	Standard Mounting Kit (Crown Vic only)	\$ 75.00	15	No Charge
MAED-02	Charger Adapter Plate	\$ 75.00		TBD
MAED-03	Tahoe Adapter Plate	\$ 75.00		TBD
MAED-04	Impala Adapter Plate	\$ 75.00		\$ -
MLCD-24	EDGE 5.7" Display Visor Mount	\$ 65.00	15	\$ 975.00

Hardware				
	Wireless Hardware and Network Equipment Note: To Be Determined from Site Survey			
WIR-10	Wired - CAT 6 w/ Retractable Housing	\$ 495.00		\$ -
SCAA-01	10 Microphone Charging Station	\$ 495.00		\$ -
SCAA-06	Tech Support Kit	\$ 195.00		\$ -
SCAA-013	Tech Support Kit w/ 5.7" Touchscreen Monitor	\$ 495.00		\$ -
SCCBL-32	USB-B - USB - A 2 power upgrade cable for G2 upload cradle.	\$ 18.00	1	TBD
BMIS-07	Removable Hard Drive - Multi Upload Cradle (4 HDD)	\$ 950.00		\$ -
BSVR-	Server (s) are Dual Quad Core Xeon CPU, Windows 2008 Server, FULL 2008 SQL server. NOTE: If department chooses to provide their own storage solution, Coban can provide the specifications for the required equipment			\$ -
BSTR-	External iSCSI SAN Storage - MD3200i or Equal Logic			\$ -
WLIC-09	DVMS - Enterprise - Multi-location DVMS Configuration - (Per Year Per Location) Includes one (1) Year Maintenance/Support and Upgrades	\$ 1,000.00		\$ -

Tape Library Equipment, Installation, Software & Configuration - OPTIONAL				
BLTO	LTO: Tape Library NOTE: If department chooses to provide their own storage solution, Coban can provide the specifications for the required equipment. DVMS-BLTO Software must be purchased whether LTO is supplied by Coban or PD. Also Requires minimum of one (1) LSET-05 for setup.			\$ -
WLIC-15	DVMS - Tape Library Extended Storage Solution - Includes 1 DVMS LTO Software Module Interface and 1 TSM License and 1 year Maintenance and Support Agreement	\$ 6,500.00		\$ -
LSET-05	Tape Library Software and Hardware Configuration - Coban certified personnel to configure equipment on site. Charge includes Travel, Lodging, etc.	\$ 3,000.00		\$ -

AutoDVD Burner Equipment, Installation, Software & Configuration - OPTIONAL				
BDVD - 50	Auto DVD Burner - 50 Disk - Automated Robotic CD/DVD Back-up Solution-Table Top / Rack Mount Note: DVMS extended storage capabilities with DVD Burner: DVMS-Automated DVD Burning Software must be	\$ 3,350.00	1	\$ 3,350.00
LSET-06	Automated DVD Burner Software and Hardware Configuration - Coban certified personnel to configure equipment on site. Charge includes Travel, Lodging, etc.	\$ 500.00	1	\$ 500.00
WLIC - 14	DVMS - Automated DVD Burning Solution Software - Includes DVMS Automated DVD Burning Solution Module and 1 PT Burn License and 1 year Maintenance and Support Agreement	\$ 2,995.00	1	\$ 2,995.00
BDVD-01	Auto CD/DVD Rack Mount Rail Kit / Kiosk Kit	\$ 150.00		\$ -
BDVD-Warr23	2nd /3rd year extended warranty on Auto DVD burner Hardware	\$ 500.00	1	\$ 500.00

Back Office Setup Configuration & Services				
All prices are based on one working day and person. An additional charge of \$1000.00 per day will need to be added for additional days and if Hardware setup is required				
LSET-01	Workstation Software & Hardware Configuration	\$ 250.00		\$ -
LSET-02	Stand Alone Server Software & Hardware configuration	\$ 2,500.00		\$ -
LSET-03	Server with Internal RAID Software & Hardware configuration	\$ 2,500.00		\$ -
LSET-04	External RAID Software & Hardware configuration (Required for iSCSI, SAN or DAS storage solutions and in conjunction with LSET-02)	\$ 2,500.00		\$ -
LSET-10	Wireless Client Configuration (per car)	\$ 50.00		\$ -
LSET-11	Remote Setup/Install	\$ 1,000.00		\$ -
LSRV-04	Wireless Site Survey (per day) **Equipment to be determined from Site Survey***	\$ 2,500.00		\$ -
LSRVC-03	Project Management Fee / Hr.	\$ 150.00	5	\$ 750.00

Installation Options				
Installation/Installation Training prices are based on one day training course (s). An additional charge of \$1000.00 per day will need to be added for additional day.				
LINST-01	Option 1 - In-Car Hardware Installation / Car - Coban certified personnel to install equipment on site. Charge includes Travel, Lodging, etc. (Minimum charge of 3 car installation)	\$ 350.00	15	\$ 5,250.00
LINST	De-install Existing in car systems.	\$ 250.00	15	\$ 3,750.00
LTRN-01	Option 2 - On-Site In-Car Installation Training- Includes Travel (All prices based on 1 day up to 2 cars) Upon completion of training course, agency personnel are trained on installation of Coban TopCam EDGE In-Car Hardware	\$ 2,000.00		\$ -
LTRN-07	Option 3 - On-Site In-Car Installation Training Certification- Includes Travel (All prices based on 1 day up to 2 cars) Upon completion of training course, trained personnel are certified on installation of Coban TopCam EDGE In-Car Hardware. Course includes follow-up onsite visit by Coban personnel for inspection, validation and Certification of Training for agency personnel.	\$ 3,500.00		\$ -

Personnel Training				
Training prices are based on one day training course (s). An additional charge of \$1000.00 per day will need to be added for additional day.				
LTRN-02	On-Site Admin/Officer Training - includes Travel - Train the Trainer (up to 8 attendees per session) Coban personnel conducts onsite session for DVMS instruction.	\$ 2,500.00		\$ -
LTRN-04	Online Web Refresh Training (per session) Web training can be an alternative method of refresh training or product release/update/upgrade instruction.	\$ 500.00		\$ -

Shipping				
LSHIP-01	Shipping per unit cost (EDGE)	\$ 75.00	16	\$ 1,200.00
LSHIP-03	Shipping (ALPR, Server, LTO, Auto-DVD, etc)	\$ 100.00	1	\$ 100.00

Warranty, Support, Maintenance				
Software Maintenance				
WDVMS-LC1	DVMS Maintenance, Support, Upgrades -Year 1-Charge based per unit	\$ 250.00	16	\$ 4,000.00
WDVMS-LC2	DVMS Maintenance, Support, Upgrades -Year 2-Charge based per unit	\$ 250.00		TBD
WDVMS-LC3	DVMS Maintenance, Support, Upgrades - Year 3-Charge based per unit	\$ 250.00		TBD
WDVMS-LC4	DVMS Maintenance, Support, Upgrades - Year 4-Charge based per unit	\$ 250.00		\$ -
WDVMS-LC5	DVMS Maintenance, Support, Upgrades - Year 5-Charge based per unit	\$ 250.00		\$ -
WMAINT-100	Coban No Hassle Maintenance (service center contract and two way RMA shipping) 1 year - Hardware replacement only	\$ 3,500.00	1	\$ 3,500.00
WMAINT-101	Two way RMA shipping 1 year - no service center contract			

TopCam EDGE - Standard Extended Hardware Warranty - First / Second / Third Year Warranty Included				
WARR-E2	TopCam EDGE - Fourth Year Extended Warranty	\$ 250.00		\$ -
WARR-E3	TopCam EDGE - Fifth Year Extended Warranty	\$ 445.00		\$ -

Premiere Accidental Coverage - TopCam EDGE - Needs to be placed at time of Purchase				
WARR-EP3	TopCam EDGE - Premiere Accidental Coverage Years 1, 2, & 3	\$ 545.00		\$ -
WARR-EP4	TopCam EDGE - Premiere Accidental Coverage Years 1, 2, 3, & 4	\$ 725.00		\$ -
WARR-EP5	TopCam EDGE - Premiere Accidental Coverage Years 1, 2, 3, 4 & 5	\$ 950.00		\$ -

Service Support Out of Warranty/No Warranty				
LSRV-02	Non Warranty Service Charge/Hour	\$ 150.00		\$ -

Grand Total \$ 104,045.00

Integrated Solutions

EDGE Motorcycle Recording Solution				
SYSED-01	TopCam EDGE Motorcycle- 3.5" Monitor System Single Camera & Microphone Smart Power Monitoring and UPS 32 GB Internal SSD (Solid State Drive) 32 GB Removable SSD (Solid State Drive) Digital Bullet Camera- Front facing only, Color Wireless Transmitter/Receiver GPS Internal 802.11 a/g/n wireless card(optional WiMax) One RFID ID Card One Year Limited Warranty	\$ 4,800.00		\$ -
MOTORCYCLE BACK OFFICE HARDWARE				
BMIS-10	RFID Cards for Motorcycle	\$ 12.00		\$ -
BMIS-09	RFID Issuer for Motorcycle RFID cards	\$ 225.00		\$ -
MOTORCYCLE OPTIONAL EQUIPMENT				
SCOPT-24	Wireless - Motorcycle 2.4GHz antenna/Charge Guard	\$ 295.00		\$ -
SCMR-14	Motorcycle Digital Bullet Camera	\$ 250.00		\$ -
MOTORCYCLE MOUNTING HARDWARE				
MAED-05	EDGE Harley RoadKing Package	\$ 250.00		\$ -
MAED-06	EDGE BMW 1150/1200 Package	\$ 250.00		\$ -
MAED-07	EDGE Honda ST 1300 Package	\$ 250.00		\$ -
MAED-08	EDGE Harley Package-Other	\$ 500.00		\$ -
MAED-09	EDGE BMW Package-Other	\$ 500.00		\$ -
MAED-10	EDGE Motorcycle Custom Package	\$ 700.00		\$ -
MOTORCYCLE Standard Extended Hardware Warranty				
WARR-EM23	TopCam EDGE Motorcycle - Second/Third Year Extended Warranty	\$ 850.00		\$ -
WARR-EM2	TopCam EDGE Motorcycle - Second Year Extended Warranty	\$ 400.00		\$ -
WARR-EM3	TopCam EDGE Motorcycle - Third Year Extended Warranty	\$ 450.00		\$ -

EDGE Vision ALPR Integrated In-Car Video/ALPR Solution				
SYSED-05	TopCam "EDGE " Vision - 5.7" Monitor System Single Camera & Microphone 5.7" Touchscreen Monitor Smart Power Supply 32 GB Internal SSD (Solid State Drive) 40 GB Removable HDD Digital Camera- Front facing only, Color Wireless Transmitter/Receiver Covert Backseat microphone Internal 802.11 a/g/n wireless card (optional WiMax) MDT/Laptop Integration ALPR -Single Channel Scan Includes ALPR Camera with Color Preview Side- Parking Camera	\$ 9,995.00		\$ -
Standalone ALPR Solution				
SYSLPR-02	Coban "VISION" ALPR - Single Channel Scan ALPR -Single Channel Scan Includes MDT/Laptop Integration ALPR Camera with Color Preview Side- Parking Camera Note: Mounting not included.	\$ 7,500.00		\$ -
ALPR Options				
SCMR-LPR	ALPR Infrared Side Camera	\$ 550.00		\$ -
SCMR-09	ALPR Camera with Color Preview (JellyBean)	\$ 2,750.00		\$ -
BMIS-00	Removable Hard Drive - Mobile HDD Up-Load Stand	\$ 250.00		\$ -
ALPR Mounting				
MCAM-101	ALPR- CAM mount - Ford Crown Victoria	\$ 295.00		\$ -
MCAM-102	ALPR- CAM mount - Dodge Charger	\$ 295.00		\$ -
MCAM-103	ALPR- CAM mount - Side	\$ 150.00		\$ -
MCAM-104	ALPR -CAM mount - Sony	\$ 175.00		\$ -
MCAM-105	ALPR-CAM mount - City Sync Camera	\$ 175.00		\$ -
ALPR Services				
LSET-09	ALPR Server Configuration	\$ 1,000.00		\$ -
LINST-05	ALPR Hardware Installation / Car - Coban certified personnel to install equipment on site. Charge	\$ 750.00		\$ -
ALPR Software - DVMS Support, Maintenance, and Upgrades are necessary for ongoing support. (see WDVMS-LC1)				
WLIC-16	Coban ALPR DVMS Interface, Maintenance and Support For two or more systems Coban will waive charge.	Note: \$ 3,000.00		\$ -
WLIC-16	COBAN Annual ALPR DVMS Maintenance and Support Agreement	\$ 1,000.00		\$ -
Vision Camera - Standard Extended Hardware Warranty - First Year Warranty Included				
WARR-ALPR2C	Vision - Second Year Extended Warranty (camera only)	\$ 500.00		\$ -
WARR-ALPR3C	Vision - Third Year Extended Warranty (camera only)	\$ 750.00		\$ -

Interview Room Hardware					
SYSIN-01	Interview Room includes: Digital Video Recorder 2GB DDRIII Ram 1TB Internal SATA Drive Multicast Streaming- for multiviewing Channel Video/Audio (Up to 3 additional channels) Digital I/O interface and power supply	H.264 Window 7 Pro 1 1- 8	\$ 4,400.00	1	\$ 4,400.00
SCOPT-43	Additional Channel - up to 3 (does not include camera or microphone) requires additional LSET-08-A / additional channel		\$ 1,200.00		\$ -
SCMR-11	Interview Room -Color Dome Camera		\$ 195.00		\$ -
SCMR-05	Interview Room Smoke Detector Covert Camera		\$ 295.00		\$ -
SCMR-19	Interview Room High Res Camera		\$ 360.00		\$ -
SCMR-18	Interview Room Fire Sprinkler Covert Camera		\$ 245.00		\$ -
SCMR-17	Interview Room Motion Detector Covert Camera		\$ 195.00		\$ -
SCINT-04	Interview Room- Omni Directional Microphone		\$ 175.00		\$ -
SCINT-05	Interview Room - Microphone Amplifier		\$ 150.00		\$ -
Interview Room Services					
Hardware Installation including mounting, network switch (if needed) and wiring must be provided by client.					
LSET-08	Interview Room System Configuration/Training (Server Configuration plus up to two rooms) - Charge includes Travel, Lodging, etc.(minimum of 2 system configuration).		\$ 1,000.00	1	\$ 1,000.00
LSET-08-A	Additional Interview Room System Configuration		\$ 400.00		\$ -
Interview Room Software - DVMS Support, Maintenance, and Upgrades are necessary for ongoing support. (see WDVMS-LC1)					
WDVMS-LC1	DVMS Maintenance, Support, Upgrades -Year 1		\$ 250.00	1	\$ 250.00
WDVMS-LC2	DVMS Maintenance, Support, Upgrades -Year 2		\$ 250.00		\$ -
WDVMS-LC3	DVMS Maintenance, Support, Upgrades - Year 3		\$ 250.00		\$ -
Coban Interview Room - Standard Extended Hardware Warranty - First Warranty Included					
WARR-IN23	Interview Room - 2nd/3rd Year Maintenance		\$ 500.00	1	\$ 500.00
Coban Automatic Vehicle Locator Maintenance					
WLIC-22	Coban Automatic Vehicle Locator - Includes 1 DVMS AVL interface module and First year Maintenance and Support, 1 charge per location		\$ 3,000.00		\$ -
WMAIN-08	Coban Annual Automatic Vehicle Locator Maintenance		\$ 1,000.00		\$ -
COBAN Viewu Body Worn Camera					
VIEVU-01	COBAN Viewu Body Worn Camera Includes: LE2 Camera, 110v Wall Adapter, 12v Car Adapter, USB Cable, Spring Clip and Pin Clip Increased Low light Capability Enhanced Image Quality Digital Signature Security 4 hr Recording Time 4 hr Battery Life 4 GB Internal Memory Date & Time Stamp (GMT) VGA 640x480 Resolution 30 Frames Per Second Color Video & Audio Waterproof (IPX5) Dimensions: ~ 3"x2"x.75" Compatible: Windows 2000, XP, Vista, 7 Green Design - RoHS & WEEE certified		\$ 899.00		\$ -
VIEVU-12	COBAN Viewu 110v Wall Adapter Adapter		\$ 10.00		\$ -
VIEVU-13	COBAN Viewu 12v Car Adapter		\$ 10.00		\$ -
VIEVU-14	COBAN Viewu LE Series USB Cable		\$ 32.00		\$ -
VIEVU-15	COBAN Viewu USB Charging Cable		\$ 10.00		\$ -
VIEVU-16	COBAN Viewu Spring Clip & Clip Screws		\$ 7.00		\$ -
VIEVU-17	COBAN Viewu Pin Back Clip & Clip Screws		\$ 7.00		\$ -
COBAN Viewu DVMS interface software and upgrades					
VIEVU-18	Coban / Viewu DVMS interface Software License -Year 1		\$ 180.00		\$ -
COBAN Viewu Maintenance and Support					
WMAIN-16	VieVu 21 month Warranty		\$ 280.00		\$ -
VMDT Buyback Discount					
\$ (3,750.00)					
\$ 106,445.00					

COBAN Municipal Lease Payment Program

Date June 6, 2011
 Customer Business Name Addison Police Department
 Contact

Vendor Business Name Coban Technologies
 Contact
 Phone 281-277-8288

Product Description COBAN Video Solutions

Total Amount	Breakdown	24 months	36 months	48 months	60 months
\$0.00	\$ 20,000.00 - \$ 49,999.99	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$ 50,000.00 - \$ 99,999.99	\$0.00	\$0.00	\$0.00	\$0.00
\$106,445.00	\$ 100,000.00 - \$149,999.99	\$4,793.22	\$3,260.41	\$2,494.01	\$2,035.23
\$0.00	\$ 150,000.00 - \$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Advanced Payment		1			
End of lease purchase option:		\$1.00			

\$20,000 - \$200,000
 Call for other payments



12503 Exchange Dr., Ste. 536
 Stafford, Texas 77477
 281.277.8288

Sales Quote

Quote #	Date
ed020911	2/9/2011

Bill To:

Agency Name **Addison Police Department**
 Address
 City, State **Addison, Texas**
 Contact **Hamid Khaleghipour / Randy King**

Ship To: TBD

Sales Representative	Terms	FOB Point	Quotation Expiration
Larry Marr	NET 30 DAYS		30 DAYS

Part Number	Description	List Price	Quantity	Total
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COBAN Viewu Body Worn Camera				
VIEVU-01	COBAN Viewu Body Worn Camera Includes: LE2 Camera, 110v Wall Adapter, 12v Car Adapter, USB Cable, Spring Clip and Pin Clip Increased Low light Capability Enhanced Image Quality Digital Signature Security 4 hr Recording Time 4 hr Battery Life 4 GB Internal Memory Date & Time Stamp (GMT) VGA 640x480 Resolution 30 Frames Per Second Color Video & Audio Waterproof (IPX5) Dimensions: ~ 3"x2"x.75" Compatible: Windows 2000, XP, Vista, 7 Green Design - RoHS & WEEE certified	\$ 899.00		\$ -
VIEVU-12	COBAN Viewu 110v Wall Adapter Adapter	\$ 10.00		\$ -
VIEVU-13	COBAN Viewu 12v Car Adapter	\$ 10.00		\$ -
VIEVU-14	COBAN Viewu LE Series USB Cable	\$ 32.00		\$ -
VIEVU-15	COBAN Viewu USB Charging Cable	\$ 10.00		\$ -
VIEVU-16	COBAN Viewu Spring Clip & Clip Screws	\$ 7.00		\$ -
VIEVU-17	COBAN Viewu Pin Back Clip & Clip Screws	\$ 7.00		\$ -
COBAN Viewu DVMS Interface software and upgrades				
VIEVU-18	Coban / Viewu DVMS interface Software License -Year 1	\$ 180.00	62	\$ 11,160.00
COBAN Viewu Maintenance and Support				
WMAIN-16	Viewu 21 month Warranty	\$ 280.00		N/A

\$ 11,160.00

Required Storage for:

Addison Police Department

Number of Cars: _____

Number of Shifts Per Car per Day: _____

Total Number of Shifts per day: **0**

Hours of Video Per shift per Day: _____

Total Number of Hours of video per day: **0**

Video Format: (Single Camera Only) Do not change anything in this area.	GB of Video per Day	Number of Days to store = Total Storage in Gigabytes.					
		30	60	90	120	180	365
H.264 D1 High Res (1.5GB / Hour) X Total # of Hours	0	0.0	0.0	0.0	0.0	0.0	0.0
H.264 D1 Standard Res (1GB / Hour) X Total # of Hours	0	0.0	0.0	0.0	0.0	0.0	0.0
H.264 D1 Basic Res (750MB / Hour) X Total # of Hours	0	0.0	0.0	0.0	0.0	0.0	0.0
H.264 CIF High Res (750MB / Hour) X Total # of Hours	0	0.0	0.0	0.0	0.0	0.0	0.0
H.264 CIF Low Res (500MB / Hour) X Total # of Hours	0	0.0	0.0	0.0	0.0	0.0	0.0

WITH Manual Rear Camera Activation (1/4 of total)

Do not change anything in this area.

H.264 D1 High Res (1.5GB / Hour) X Total # of Hours
H.264 D1 Standard Res (1GB / Hour) X Total # of Hours
H.264 D1 Basic Res (750MB / Hour) X Total # of Hours
H.264 CIF High Res (750MB / Hour) X Total # of Hours
H.264 CIF Low Res (500MB / Hour) X Total # of Hours

	30	60	90	120	180	365
	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0

2 or 5 Camera Simultaneous

Do not change anything in this area.

H.264 D1 High Res (1.5GB / Hour) X Total # of Hours
H.264 D1 Standard Res (1GB / Hour) X Total # of Hours
H.264 D1 Basic Res (750MB / Hour) X Total # of Hours
H.264 CIF High Res (750MB / Hour) X Total # of Hours
H.264 CIF Low Res (500MB / Hour) X Total # of Hours

	30	60	90	120	180	365
	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0

VIEVU Storage

Number of Viewu Units:	60
Amount of Video per shift per officer:	1.00
Total number of hours of video:	60

Number of Days to store = Total Storage in Gigabytes.						
	30	60	90	120	180	365
	1800	3600	5400	7200	10800	21900

COBAN Municipal Lease Payment Program

Date June 9, 2011
 Customer Business Name Addison Police Department
 Contact

Vendor Business Name Coban Technologies
 Contact
 Phone 281-277-8288

Product Description COBAN Video Solutions

Total Amount	Breakdown	24 months	36 months	48 months	60 months
\$0.00	\$ 20,000.00 - \$ 49,999.99	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$ 50,000.00 - \$ 99,999.99	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$ 100,000.00 - \$ 149,999.99	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$ 150,000.00 - \$ 200,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Advanced Payment		1			
End of lease purchase option:		\$1.00			

\$20,000 - \$200,000
 Call for other payments

IN-CAR DIGITAL VIDEO RECORDING SYSTEM
COMPARISON MATRIX

IN-CAR DIGITAL VIDEO RECORDING SYSTEM COMPARISON MATRIX			
Addison Legend: V=Affirmative O=Optional X=NOT AVAILABLE	Description	COBAN-Edge	PAN-Arbitrator
		L3-Flashback2	PAN-Arbitrator
	IN-CAR VIDEO SYSTEM COST	\$102,695.00	\$130,350.83
	VieVu Officer worn camera integration	V	X
	DATA/VIDEO MIAGRATION (if moving from Coban to different system)	N/A	Cost included in quote to develop a tool. Addison would be responsible for importing each individual video into the system, one by one. We have approx 7 TB video data
	What is the total annual yearly maintenance fee ? (I.E. Maintenance after the first year)	\$4,250.00	\$4,295.00
	ANNUAL "LOCAL SERVICE SHOP" RMA/WARRANTY SUPPORT	V	X
	TOTAL ANNUAL MAINTENANCE FEE (SOFTWARE/LOCAL SHOP)	\$7,750.00	4,295.56
	WARRANTY / Maintenance INFORMATION: (Specify # of Years)		
	What is the MVR In-Car system STANDARD WARRANTY		3 YEARS
	FRONT FACING CAMERA STANDARD WARRANTY		3 YEARS
	REAR FACING CAMERA STANDARD WARRANTY		3 YEARS
	WIRELESS TRANSMITTER STANDARD WARRANTY		1 YR STD, ADD YR 2 & 3 (3 YRS)
	INTERVIEW ROOM SYSTEM STANDARD WARRANTY		1 YR STD, ADD YR 2 & 3 (3 YRS)
	Media (hard drive, compact flash card, etc)		3 YEARS
	DVD Burner Robot (creates DVD copies automatically and also archives videos)		X
	USB KEY	DOES NOT APPLY	1 YR
	TECHNICAL SUPPORT		
	SPECIFY AVAILABILITY OF TECHNICAL SUPPORT (DAY OF WEEK/HOURS)	M-F 8am - 6pm CST	M-F 8A-6P
	IS "LOCAL SERVICE SHOP" RMA/WARRANTY SUPPORT FOR MVR/IN CAR SYSTEM INCLUDED IN YOUR PROPOSAL?	V	X
	MISC QUESTIONS:		
	UPS-BATTERY BACKUP included with base MVR In-Car system?	V	O (included in quote)
	DVMS will directly interface and upload video/metadata from VieVu camera (officer worn video camera)?	V	X - possible future release
	Is Auto DVD Burner included in your Proposal?	V	X
	Is Auto DVD Burner integrated into Back Officer Application where DVD is burned automatically without user intervention?	V	X
	CAMERA AND MOBILE VIDEO RECORDER (MVR) CONTROLS	COBAN-Edge	PAN-Arbitrator
		L3-Flashback2	

IN-CAR DIGITAL VIDEO RECORDING SYSTEM
COMPARISON MATRIX

Do the MVR have and illuminated record indicator readily visible to indicate active recording from outside the car?	✓	O (included in quote)	✓
Can Officer turn off the above illuminated record indicator from the MVR menu and with ease?	✓	X	✓
COLOR CAMERA FORWARD FACING			
SPECIFY THE MAXIMUM OPTICAL ZOOM RANGE	18x	12x	22X
SPECIFY THE MAXIMUM DIGITAL ZOOM RANGE	12x	12x	220X
SPECIFY THE TOTAL ZOOM RANGE (OPTICAL + DIGITAL)	216x	144x	220X
SPECIFY LUX RATING OF FRONT FACING CAMERA	.07 normal - .0004 in B/W mode	0.03	0.7LUX(color); 0.04 (B/W)
What is the minimum field of view in width / distance (i.e. 24 feet width at 35 feet distance (40 degrees))	48 degrees	46 degrees	68.4 degrees
WHAT IS THE OPERATING TEMPERATURE RANGE IN FAHRENHEIT FOR FRONT CAMERA (Specify LO / High)	LO/-23 -HI/140F	LO/0 - HI/125F	LO/-40 - HI/140
CAMERA REAR FACING (BACKSEAT)			
HOW IS THE REAR-FACING CAMERA ACTIVATED? (BUTTON/FUNCTION KEY/ETC)	MANUAL OR AUTOMATIC	MANUAL OR AUTOMATIC	BUTTON/TRIGGER
OPTION TO RECORD PRIMARY CAMERA OR REAR-FACING CAMERA OR BOTH SIMULTANEOUSLY?	✓	✓	✓
CAN REAR-FACING CAMERA BE ACTIVATED WHILE FRONT-FACING CAMERA IS RECORDING?	✓	✓	✓
CAN FRONT-FACING CAMERA BE ACTIVATED WHILE REAR-FACING CAMERA IS RECORDING?	✓	✓	✓
IF REAR-FACING CAMERA IS RECORDING AND LIGHTBAR ACTIVATION IS TRIGGERED, WILL REAR CAM CONTINUE TO RECORD?	✓	✓	✓
DISPLAY/CONTROL PANEL			
Will the MVR device operate independently of the laptop?	✓	✓	✓
System does not require use of laptop computer for any features	✓	O see below	O see below
Functionality that would require Laptop or MDT interface:		Snapshot(photo); Entry of Person data or case info;	Wireless Upload; easier logon
Laptop software (front-end application) included with base system at no extra cost?	✓	X	✓
TOUCHSCREEN on control panel?	✓	X	X
MVR (MOBILE VIDEO RECORDER) In-Car System			
MVR In-Car system Operating System:	Windows Embedded	Linux	Linux Kernel
MVR In-Car system CPU	ATOM	400MHz	Proprietary
MVR In-Car system RAM	1 GB	128MB	Proprietary
Does the MVR meet Military Test Standards for Shock/Vibration/Temp/Humidity? (Continued next page)	✓	X	✓
Advison			
MVR (MOBILE VIDEO RECORDER) In-Car System (continued)	COBAN-Edge	L3-Flashback2	PAN-Arbitrator

IN-CAR DIGITAL VIDEO RECORDING SYSTEM
COMPARISON MATRIX

MVR has CONTINUOUS "BACKGROUND" RECORDING CAPABILITY? What is the MAX LENGTH OF TIME "BACKUP" RECORDING SAVED ? (IN HOURS)	✓	O @3-5 frames per second	O @ up to 10 FPS
Is "Background" video saved to local internal media? Specify "Background" media type	8-24 hours ✓	5-10 days @ 3-5 FPS X-saved to CF card Compact Flash Card	buffer 90 seconds X-saved to SDHC card SDHC CARD
AUDIO RECORDING (Wireless Mic/In-car Mic)			
Programmable buttons available to assign user programmable functions? If programmable buttons, how many buttons available to be programmed? Note: Coban :(Programmable buttons: Mute/Marker/Autozoom/Covert interview/stop recording/partner alert)	✓ 2	X NA	X NA
Are programmable buttons configured through backoffice setup and automatically pushed to car configuration? Frequency used? How many channels used?	✓ 900mhz 20	X 2.4 GHz 94	X 2.4 Ghz 20
Battery life (continuous/standby) In-Car charging unit (Re-charges wireless mic)	✓	✓	✓
SPECIFY WIRELESS AUDIO TRANSMITTER MAXIMUM RANGE ? (I.E. 1000 FT) What is the OPERATING TEMP RANGE? (low to high)	1000ft ANT/500 Internal Antenna LO/-20- HI/158f	1000ft LO/0- HI/125F	1000FT LO/-40 HI/140
HOW MANY UNITS MAY BE OPERATED IN SAME PROXIMITY WITHOUT INTERFERENCE?	Up to 20	UP TO 100	UP TO 20
SECURITY FEATURES/Other	COBAN-Edge	I3-Flashback2	PAN-Arbitrator
Prevents officer from viewing other officers videos from the in-car system?	✓	✓	X
Does the MVR require user to login with user specific user name and password? Is the user name and password encrypted on the MVR or other device used for authentication?	Y ✓	X ✓	✓ ✓
Is the user name/password stored on the MVR for use during user authentication? Capability of automatically uploading/installing fleet wide all user names/passwords without user intervention? If not, how are user names/passwords updated on the MVR?	✓ ✓	✓ X (future version?)	✓ X USB KEY
DATA TRANSFER OPTIONS			
Does the WIRELESS connection provide support for WPA2 ENTERPRISE authentication ? (Continued next page)	✓	✓	X
<i>ADDISON</i> DATA TRANSFER OPTIONS (continued)	COBAN-Edge	I3-Flashback2	PAN-Arbitrator

IN-CAR DIGITAL VIDEO RECORDING SYSTEM
COMPARISON MATRIX

Can the system be configured to perform automated upload regardless if officer is logged in?	X	Auto grade hard drive or Solid State Drive	✓	✓
Type of REMOVAL MEDIA used (SECURE)				SDHC CARD
What is the typical life expectancy of removable media AS STATED ABOVE?		2,000,000 hours MTBF for SSD, 1,000,000 POH hours Auto grade drive	6+ years	1,000,000 HRS Mean time
What is the duty cycle rating of the media?		2,000,000 hours MTBF for SSD, 1,000,000 POH hours Auto grade drive	6+ years	unknown
What is the shock rating ("G" rating) of the removable media when outside recording unit?		SSD-1500 G - Shock / 800G Auto grade HD	100G	unknown
BACKEND SERVER				
Is the backend server software built on open standards to support Windows server operating systems?	✓		X	✓
Operating System? (Latest version compatible with)		Windows 2008R2	RedHat Linux OS	WINDOWS SERVER 2008
Database required? (Latest version compatible with)	✓	Microsoft SQL 2008	PostgreSQL (open source)	MS SQL SERVER 2008
Able to utilize VMWARE?	✓		✓	✓
MVR system software and Configuration updates				
Capability of automatically uploading and installing software updates/upgrades without user intervention?	✓		✓	✓
Capability of automatically uploading/installing ALL MVR configuration changes FLEETWIDE without user intervention?	✓		X* (future release)	✓
RECORDING FEATURES				
Will the MVR system allow SIMULTANEOUS RECORD AND PLAYBACK?	✓		X	✓
CAN USER SELECT A SEGMENT OF "BACKGROUND" VIDEO AND SAVE AS A VIDEO FILE THAT CAN BE UPLOADED?	✓		X	NA
Specify the VIDEO RECORDING FPS DURING EVENT recording: (FPS=Frames Per Second)		30 FPS	30 FPS	30FPS
Specify the VIDEO RECORDING FPS DURING NON-EVENT		30 FPS	3-5 FPS	30FPS
Specify the VIDEO RECORDING FPS DURING PRE-EVENT		30 FPS	3-5 FPS	30FPS
Specify the VIDEO RECORDING FPS during "background" or "failsafe" recording		30 FPS	3-5 FPS	1FPS OR 10FPS
Will the MVR initiate recording with any installed trigger regardless if officer is logged on?	✓		✓	✓
(Continued next page)				

IN-CAR DIGITAL VIDEO RECORDING SYSTEM
COMPARISON MATRIX

<i>Addison</i>	RECORDING FEATURES (continued)	COBAN-Edge	L3-Flashback2	PAN-Arbitrator
	If so, will the MVR prompt officer logon after recording the event?	✓	X	✓
	MVR capable of allowing officer to take digital snapshot of the front facing camera view?	✓	X* requires MDT I/F	✓
	MVR system provides officer with ability to view & control any previously recorded video while continuing to record?	✓	X	✓
	Officer has the ability to view pre-event recorded video of the current recording while continuing to record?	✓	X	✓
	Will the system prompt officer logon before gaining access to the recording system?	✓	X	✓
	Recording Media			
	Type of internal non-removable recording media proposed:	SOLID STATE DRIVE	COMPACT FLASH CARD	SDHC CLASS 10
	Type of removable recording media proposed:	MOBILE GRADE HARD DRIVE	COMPACT FLASH CARD	SDHC CLASS 10
	DUTY CYCLE RATING OF SPECIFIED MEDIA PROPOSED?	2,000,000 hours MTBF for SSD, 1,000,000 POH hours Auto grade drive	6+ years	1 MILLION HRS MTBF
	REMOVABLE MEDIA SHOCK RATING "G" RATING WHEN OUTSIDE THE RECORDING UNIT	SSD is 1500G , Auto Grade HD 800G	100g	1000G
	DIGITAL VIDEO MANAGEMENT SOFTWARE			
	Allows system admin to create "templates" or groups to streamline user setup process?	✓	X	✓
	"Templates" have the ability to set rights/permissions for users included in each group?	✓	X	✓
	DVMS allows system admin to setup/track department's in-car video system configurations?	✓	X	✓
	DVMS provides summary report of all video files that are larger than a specified size?	✓	X	X
	Reliability:			
	Specify how long the UPS will support the system after car battery has failed?	10 Mins	10-15 Mins	20 MINS
	Provide the peak and operating load current draw of the MVR system as proposed	Max 2.5amps	2Amps or less	LESS THAN 2 AMPS
	What is the estimated lifecycle of the MVR? (years)	3-5 years	5+ Years	7 YRS
	Has the MVR IN-CAR SYSTEM been Subjected to Highly Accelerated Life Tests (HALT)?	✓	X	✓
	INTERVIEW ROOM VIDEO MANAGEMENT			
	IS VIDEO LIFE CYCLE MANAGED BY THE SAME BACKEND DIGITAL VIDEO MANAGEMENT SYSTEM?	✓	✓	✓
	IS THE VIDEO AUTOMATICALLY UPLOADED TO BACKEND VIDEO SERVER AFTER RECORDING COMPLETED?	✓	✓	✓
	CAN OTHERS VIEW LIVE VIDEO/AUDIO FROM REMOTE WORKSTATIONS ON THE SAME NETWORK?	✓	✓	✓
	HOW MANY CAMERAS CAN BE CONNECTED TO ONE INTERVIEW ROOM SYSTEM	4	2	5

OFFICER'S REVIEW SUMMARY

		COBAN-Edge	L3-Flashback2	PAN-ARBITRATOR	Comments:
1	COMITO		✓		preferred L3 over other systems
2	EASTERLING	✓			easy to use and no learning curve; familiar menus
3	GALLAGHER		✓		preferred over other systems; limited experience with other test units
4	GILLEN		✓		preferred L3 over other systems
5	HARDIN		✓		User friendly and dependable. Camera very simple to use and body mic very small and stays in vehicle]
6	MCCAFFERTY	✓			Didn't like Panasonic system; not much time spent with L3; so choice is Coban
7	MIRAMONTES		✓		Easy to use and worked well and had many options
8	MURPHY			✓	Clear camera, easy to use. Body mic issues though
9	PIETSCH	✓			Liked the flip down control panel. Useful having camera separate from MDT in case MDT offline. Appreciate familiar user interface. Concise controls are less confusing than some of other trial units
10	RADRIGUEZ		✓		Video/audio seems significantly better than Coban or Panasonic. Easy to use and learn. Body mic smaller less cumbersome
TOTALS		3	5	2	

OFFICER COMMENTS

		Coban CAR52
feb 10 2011	Easterling	Coban screen obscures rearview mirror when flipped down (Rsk - this can be mounted to the side much like L3)
Feb 12 2011	Miramontes	Camera worked well until 3am when it had unknown issue and shutdown. (RSK- later identified as issue with software not up to date)
feb 12 2011	Comito	Coban initially worked well; later system locked up. (RSK-same issue as above - updated to latest release; resolved issue)
feb 14 2011	Comito	Coban faster on incident type selection now
feb 14 2011	Sample	Coban - only issue was with selecting video type after recording. (RSK - this was resolved due to software update as previously stated)
feb 15 2011	Comito	Coban is working faster for incident selection. No new issues
feb 28 2011	Murphy	Coban picture quality is excellent, no trouble with operation of unit. Auto download didn't work manually uploaded video.
mar 5 2011	Pietsch	(RSK - this was issue with wireless access point account-resolved)
mar 13 2011	Miramontes	Camera quality is good, however the additional "drop down" monitor is unnecessary. Like the camera menu on the MDT screen better
mar 12/13/14 2011		Coban camera was in odd place, but worked well. Blocked rearview mirror
		Camera very easy to use due to being same as current system. Camera needs to be tied into MDC.
		Video quality on new Coban not much different than current system. Video appears grainy on monitor. Wireless mic quality good
mar 27 2011	Gallagher	Video screen blocks rearview mirror but can be adjusted; like smaller footprint of video camera
		Panasonic Arbitrator CAR61
feb 17 2011	McCafferty	Camera will start recording for no reason (not due to vehicle speed because vehicle was parked) Cannot figure out body mic for camera
Feb 20 2011	Gallagher	Could not maneuver camera unit. Camera did record when activated by master emergency light system.
Feb 21-26	Gillen	Car61 was down at service center all week for PM
Mar 01 2011	Murphy	Body mic for camera battery went dead
mar 2 2011	McCafferty	Camera is fancy and seems to work well once I figured out how to use it
mar 2 2011	Murphy	body mic for camera battery is still dead

mar 3 2011	McCafferty	body mic was not working. Left on charger for 4 hours and discovered charger not plugged in. Charger mounted in poor location as Officer's bag unplug the charger
mar 5 2011	McCafferty	wireless mic is acting up. Camera would activate with no input. Need more than one mic per car.
mar 6 2011	Gallagher	wireless mic appears inoperable due to no power delivered to mic/holder.
mar 6 2011	Murphy	camera body mic does not keep charge and vibrates due to being out of range.
mar 8 2011	Murphy	on-screen camera program is great - much easier to use and see. Body mic still an issue - no way the charge will last all shift - need spare
mar 9 2011	Gillen	camera worked well
mar 9 2011	McCafferty	camera does not reconnect to laptop when laptop starts back up from going to sleep. Control panel for camera is too small to mess with from the driver seat, especially when vehicle in motion. Camera is not reliable. Body mic continually vibrates when ignition is turned off. Camera turns off quickly when veh is not running.
mar 12 2011	Gallagher	No audio - appears mic not operational
mar 16 2011	Gillen	Body mic vibrates once you leave the car area
mar 20 2011	Gallagher	very good with exception of mic
apr 10 2011	Murphy	body mic still has issue, does not hold charge. Unable to change system time
L3-Flashback2 CAR56		
feb 4 2011	Hardin	Worked great until car broke down and had to be towed
feb 12 2011	Rodriguez	Camera/recorder system easy to operate and figure out. Very different system from Coban. Would like to see interface with MDT. Small body mic a plus
feb 13 2011	Miramontes	Camera seems to work well
feb 20 2011	Miramontes	Camera error indicated disk is full and would no longer record.
feb 25 2011	McCafferty	Camera display panel attached to headliner impairs vision.
feb 26 2011	Rodriguez	L3 is user friendly. Would like to see video system integrated with computer. No screen to add notes or add other information for video. Video and audio is outstanding
feb 26 2011	Miramontes	Camera would not work stated memory is full. Speaker behind display panel had loud feedback and hard to hear radio at times. Setup with camera and display panel is a sight hazard at times - view is obstructed by camera display panel.
feb 27 2011	Rodriguez	L3 audio and video quality is a great improvement over Coban. File upload doesn't seem to be working
feb 28 2011	Rodriguez	Camera recording capacity full. Had to manually upload by IT. (issue with wireless resolved)
feb 28 2011	Miramontes	Camera video is very clear
mar 1 2011	Miramontes	Camera video is very clear; hard to see around camera display
mar 8 2011	comito	Great set up and user friendly - great view screen, camera and mic. Like it better than Coban
mar 26 2011	comito	L3 screen and recording system work fine

SUMMARY MATRIX WITH REMARKS

SUMMARY MATRIX WITH REMARKS				
Ledgend: v=Affirmative O=Optional X=NOT AVAILABLE	COBAN-Edge		PAN-Arbitrator	REMARKS
	COBAN-Edge	L3-Flashback2	PAN-Arbitrator	
VieVu integration support cost		X-*future development possible	X	L3- plans to develop interface; nothing developed yet. Arbitrator does not have anything ; Coban:\$180.00 x 62 = \$11,160.00 annual support fee. \$15.00 one time per device firmware upgrade = \$930.00
DATA/VIDEO MIAGRATION	N/A	L3 COMMENT: "it's important to note that any vendor who imported another vendors video into their system for management would be open to legal repercussions since that video and software is protected legally as an Intellectual Property. Thus, we are unfortunately unable to directly import and manage from the Coban system. We have been able to do this at other agencies due to the City agreeing to hold L-3 Mobile-Vision harmless against legal repercussions by another vendor"	Cost included in quote to develop a tool. We would be responsible for importing each individual video into the system, one by one.	No automated method; would have to manually import videos into systems, which would take a tremendous amount of time
TECHNICAL SUPPORT				
IS "LOCAL SERVICE SHOP" RMA/WARRANTY SUPPORT FOR MVR/IN CAR SYSTEM INCLUDED IN YOUR PROPOSAL?	v	v	X	Panasonic doesn't offer this service; would have to follow RMA process
MISC QUESTIONS:				
DVMS will directly interface and upload video/metadata from VieVu camera (officer worn video camera)?	v	X - possible future release	X	L3 is in talks with VieVu, but interface has not been developed
Is Auto DVD Burner included in your Proposal?	v	v	X	Panasonic doesn't offer automated DVD burner Robot
CAMERA AND MOBILE VIDEO RECORDER (MVR) CONTROLS				
Can Officer turn off the above illuminated record indicator from the MVR menu and with ease?	v	X	v	L3 - no option to turn off the red indicator, which is installed in the grill
DISPLAY/CONTROL PANEL				
System does not require use of laptop computer for any features	v	O see below	PAN-Arbitrator	
Functionality that would require Laptop or MDT interface:		Snapshot(photo); Entry of Person data or case info;	Wireless Upload; easier logon	see notes under both L3 and Arbitrator
Laptop software (front-end application) included with base system at no extra cost?	v	X	v	L3 \$250.00 each car
TOUCHSCREEN on control panel?	v	X	X	no touch screen for L3 or Arbitrator control panel; physical buttons

MVR (MOBILE VIDEO RECORDER) In-Car System	COBAN-Edge	L3-Flashback2	PAN-Arbitrator	
Does the MVR meet Military Test Standards for Shock/Vibration/Temp/Humidity?	✓	X	✓	L3 not tested under Military Standards; however they indicate their product is rugged
MVR has CONTINUOUS "BACKGROUND" RECORDING CAPABILITY?	✓	O @3-5 frames per second	O @ up to 10 FPS	In record mode at all times saved to a separate file; can be used in case trigger is not activated; L3/Arb do not save to separate drive and Frame per second rate is low, which causes video to be "jumpy"
Is "Background" video saved to local internal media?	✓	X-saved to CF card	X-saved to SDHC card	L3/Arb video not saved to separate drive; uses single flash card
AUDIO RECORDING (Wireless Mic/In-car Mic)				
Programmable buttons available to assign user programmable functions?	✓	X	X	Coban has ability to program buttons on wireless mic, while the other two vendors do not. Coban button can be programmed by the admin for the following: Mute/Marker/Autozoom/Covert interview/stop recording/partner alert
If programmable buttons, how many button available to be programmed?	2	NA	NA	see notes above
Are programmable buttons configured through backoffice setup and automatically pushed to car configuration?	✓	X	X	see notes above
SECURITY FEATURES/Other				
Prevents officer from viewing other officers videos from the in-car system?	✓	✓	X	Arbitrator everyone can see all videos
Does the MVR require user to login with user specific user name and password?	Y	X	✓	L3 system does not require user to login to system. Potentially have recording with no officer associated with video.
Capability of automatically uploading/installing fleet wide all user names/passwords without user intervention?	✓	X (future version?)	X-req MDT I/F	L3 requires USB key for user login; would have to be replaced if lost and reprogrammed by IT. L3 plans to implement solution in future release.
If not, how are user names/passwords updated on the MVR?		USB KEY	USB KEY	see above
DATA TRANSFER OPTIONS				
Does the WIRELESS connection provide support for WPA2 ENTERPRISE authentication ?	✓	✓	X	Arbitrator is not compatible with WPA2 Enterprise authentication
Can the system be configured to perform automated upload regardless if officer is logged in?	X	✓	✓	Coban - officer must be logged in before upload will proceed
BACKEND SERVER				
Is the backend server software built on open standards to support Windows server operating systems?	✓	X	✓	L3 - RedHat Linux Operating System
MVR system software and Configuration updates				
Capability of automatically uploading/installing ALL MVR configuration changes FLEETWIDE without user intervention?	✓	X*(future release)	✓	L3 Admin must visit each car to update configuration; in the process of developing a solution where changes are pushed out to the device

RECORDING FEATURES	COBAN-Edge	L3-Flashback2	PAN-Arbitrator	
Will the MVR system allow SIMULTANEOUS RECORD AND PLAYBACK?	✓	X	✓	L3 - cannot playback video while recording in progress
CAN USER SELECT A SEGMENT OF "BACKGROUND" VIDEO AND SAVE AS A VIDEO FILE THAT CAN BE UPLOADED?	✓	X	NA	L3/Arbitrator cannot playback "background" video or choose a segment to save
If officer is not logged on and records event will system prompt for logon?	✓	X	✓	L3- does not require officer to logon
MVR capable of allowing officer to take digital snapshot of the front facing camera view?	✓	X* requires MDT I/F	✓	L3- requires the Laptop interface for front camera snapshot
MVR system provides officer with ability to view & control any previously recorded video while continuing to record?	✓	X	✓	L3- cannot playback previously recorded video while recording in progress
Officer has the ability to view pre-event recorded video of the current recording while continuing to record?	✓	X	✓	L3- cannot playback pre-event recording while recording in progress
Will the system prompt officer logon before gaining access to the recording system?	✓	X	✓	L3- does not require officer to logon
DIGITAL VIDEO MANAGEMENT SOFTWARE				
Allows system admin to create "templates" or groups to streamline user setup process?	✓	X	✓	L3-no cabability to create "templates" or groups of users
"Templates" have the ability to set rights/permissions for users included in each group?	✓	X	✓	L3-no cabability to create "templates" or groups of users
DVMS allows system admin to setup/track department's in-car video system configurations?	✓	X	✓	L3-Cannot configure in-car system from backend application
DVMS provides summary report of all video files that are larger than a specified size?	✓	X	X	L3/Arbitrator no summary report for video size
Reliability:				
Has the MVR IN-CAR SYSTEM been Subjected to Highly Accelerated Life Tests (HALT)?	✓	X	✓	L3- no highly accelerated life test performed; Definition: Highly Accelerated Life Test (HALT) is a process in which products are subjected to accelerated environments to find weak links in the design and/or manufacturing process. This is performed by a third party not associated with the vendor.

Council Agenda Item: #R5

AGENDA CAPTION:

Discussion and consideration of approval of an agreement with PCS Mobile for the purchase, installation and configuration of sixteen (16) new rugged laptops.

FINANCIAL IMPACT:

Budgeted Amount: \$230,000

Cost: \$78,901.28

This amount is budgeted in the Information Technology Internal Service Fund.

BACKGROUND:

In January, 2011, we established a selection committee to oversee the selection of these laptops for the Public Safety group. The committee members were selected from both the Police and IT departments. The main objective of this committee was to select a solution that offers:

- Ease-of-usage and environment-friendly devices which were the main concerns for the police officers,
- Flexibility, compatibility, modularity, reliability, adaptability, and scalability which were the Information Technology Staff's concerns.

Due to needed functionalities, a unique operating environment, and limited real estate to operate these devices a decision was made not to release a RFP for the purchasing of these devices. Instead, we began evaluating four (4) different Systems from Coban, Getac, General Dynamics and Panasonic. These devices were installed in selected police cruisers and were tested by the committee members for almost 3 months.

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to enter into an agreement with PCS Mobile for the purchase and installation of sixteen (16) Panasonic rugged laptops in the amount of \$78,901.28.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Conduct the Business of the Town in a Fiscally Responsible Manner

ATTACHMENTS:

Description:

[Sales Quote](#)

[Comparison Matrix](#)

Type:

Exhibit

Backup Material



Quote QT-5440/5

for: Addison Police Dept
Page 1 of 2

Corporate Headquarters
1200 W Mississippi Ave
Denver, CO 80223
Email: sales@pcsmobile.com

Print Date 06/09/2011
Quote Valid Date 07/15/2011 1:05 pm

Inside Sales Rep: Amy Hale
Email: amyh@pcsmobile.com
Phone: 888-219-8699
Fax: 713-995-9935

Customer:
Addison Police Dept
P.O. Box 9010
Addison, TX 75001

Salesperson: Saul Delgado
Email: sauld@pcsmobile.com

Quote Created By: Saul Delgado

Quotation

Customer	Requested By	F.O.B.	Terms	Contract
	Zeis Chen	Origination	Net 30	See Below

Line Number	Item Number	Description/Comments	Quantity	Unit Price (\$)	Extended Price (\$)
1	CF-31GA2AA1M	Win7, Intel Core i3-350M 2.26GHz, No vPro, 13.1 XGA Touch, 160GB, 2GB, Atheros WiFi b/g/n, No TPM, Bluetooth, Single Pass (WWAN), Lightweight Battery, Emissive Backlit Keyboard, Gobi, No Drive, Toughbook Preferred	16	2716.76	43,468.16
2	CF-SVCLTNF5Y	Toughbook Protection Plus (5 Years)	16	719.86	11,517.76
3	C-HDM-214	Pole only, Telescoping device mounting base, Heavy duty mount, Side mount, 8.5" High	16	80.33	1,285.28
4	C-HDM-303	Fixed adapter, Heavy duty mount, 6" Offset bracket	16	12.83	205.28
5	C-MD-202	Action adapters, Tilt/swivel, 1.82" High, See Specification	16	51.30	820.80
6	DS-PAN-111-1	Device Mount, Docking station, Panasonic, 30, 31, High gain antenna	16	636.25	10,180.00
7	LPS-104	Power supply, External mount, 120 Watt, Cable, 3'l, OUTPUT, Panasonic, 31	16	145.00	2,320.00
8	CG.X	ChargeGuard	16	71.00	1,136.00
9	WORK-INSTALL	On-site Vehicle Installation of Mounting, Dock and Power	16	498.00	7,968.00
				Quote Sub Total	\$78,901.28
				Quote Total	\$78,901.28

Notes

All prices and descriptions are subject to change and or correction. An external cellular was not request due to the Patrol vehicles already having a cellular antenna. Items are available via TX DIR Contract 1365 and NIPA Contract 073103-01. You can sign up to use the NIPA contract by filling out the online form at www.nationalipa.org.



Terms and Conditions

Portable Computer Systems, Inc., dba: PCS Mobile
Standard Reseller: Terms and Conditions

1. Contract Terms. These Terms and Conditions are attached to and made a part of a "Quote" for resale of products ("Products") provided by Portable Computer Systems, Inc., dba: PCS Mobile ("PCS") to the buyer named therein ("Buyer"); and all further references herein to "this Agreement" mean the Quote, including these Terms and Conditions. Upon acceptance of this Agreement by Buyer, the provisions of this Agreement constitute a binding contract between PCS and Buyer. This Agreement shall be accepted by Buyer upon either receipt from Buyer of any written communication confirming this Agreement or acceptance by Buyer of Products shipped by PCS pursuant to this Agreement. This Agreement supersedes all prior communications relating to the Products covered by this Agreement, and any contrary or supplemental provisions in any Buyer purchase order or other communication from Buyer are specifically rejected.
2. Payment. Payment for the Products shall be in US dollars as stated in this Agreement. Unless stated otherwise, prices stated in this Agreement do not include any state or local sale, use or other taxes or assessments or freight charges (beyond delivery by PCS to common carrier), all of which shall be paid by Buyer. A service charge of 1.5% per month will be charged on all past due balances and will be due on demand. All PCS costs of collection, including reasonable attorney's fees, shall be paid by Buyer. Buyer grants PCS a security interest (and the right to file UCC financing statements) in the Products to secure payment of all amounts due. If Buyer fails to make any payment when due, PCS shall have the right to revoke any credit extended, regarding the Products or otherwise, to delay or cancel any or all future deliveries without liability to Buyer. The obligation of PCS to deliver Products shall terminate without notice upon filing of any bankruptcy proceeding by or against Buyer or appointment of any trustee for Buyer or any of its assets. Under no circumstances may Buyer set off against amounts due PCS pursuant to this Agreement any claim Buyer may have against PCS for any reason.
3. Shipment. Delivery of all Products shall be F.O.B. place of shipment by or for PCS, unless otherwise agreed in writing. PCS reserves the right to select the means of shipment, point of shipment and routing. Delivery will be deemed complete upon transfer of possession of Products to common carrier as described above, whereupon all risk of loss, damage or destruction to the Products shall pass to Buyer.
4. Acceptance of Products; Returns. All Products shall be deemed accepted by Buyer unless Buyer notifies PCS in writing within seven (7) calendar days of receipt of Products of any short shipment, wrong-product shipment, damaged Products or similar discrepancies. Once accepted by Buyer, Products may be returned only with authorization from PCS, in the sole discretion of PCS; and in no case will returns be considered more than thirty (30) days after delivery to Buyer. If accepted for return Products will be subject to a 20% restocking fee.
5. Warranties. PCS makes no representation with regard to Products of any kind or nature, express or implied, including any warranty of merchantability or fitness for a particular purposes, or usage of trade. Products are covered by manufacturer's warranty only. Copies of manufacturer's warranty will be provided to Buyer upon written request. PCS assigns to Buyer all warranties on the Products accepted by Buyer; and PCS shall have no obligation relating to processing claims there under, though PCS may assist Buyer therewith at the sole option of PCS.
6. Limitation on Liability. In no event shall PCS be liable for any claims for loss of use, revenue, profit or customer, or any direct, indirect, special, incidental or consequential damages of any kind or nature arising out of, or connected with the Products, the use thereof, or the sale thereof by PCS to Buyer. Further, Buyer agrees to indemnify and defend PCS from any such claims.
7. Force Majeure. PCS shall not be liable for any delay or failure to perform any obligation of PCS under this Agreement that is caused by events of force majeure, including without limitation strikes, riots, casualties, acts of God, war, governmental action or other cause beyond the reasonable control of PCS.
8. Miscellaneous. This Agreement constitutes the entire agreement between PCS and Buyer regarding the Products, and may not be modified except by written agreement signed by the party to be charged with the modification. Buyer's rights under this Agreement may not be assigned without the written consent of PCS. If any provision of this Agreement shall become invalid or illegal under any provision of applicable law, the remainder of this Agreement shall not be affected. This Agreement shall be binding upon both PCS and Buyer, and their respective successors and assigns. This Agreement shall be interpreted in accordance with the internal laws of the State of Colorado.

LAPTOPS:

MANUFACTURE:	GETAC		General Dynamics	Panasonic
MODEL & PART NUMBER:	B300 BWA150		GD8000 Semi Rugged	CF31
CATEGORY:	Fully Rugged		RUGGIDIZED	RUGGIDIZED
13.3" Display - 1400 NITs QuadraClear DisplayGobii, Dual-Pass, SuperMulti DVD, GPS, Intel i7-620LM 2.0GHz Processor, 4MB Cache, 2GB DDR3 RAM, 250 GB HDD, Touchscreen Display, Mechanical Backlight Keyboard802.11N Wireless, Bluetooth, PCMCIA Type II+Express Card 54,34, Low Temp -20C Gobi 2000, Fingerprint, IP65, Win7		1.86GHZ CORE 2 DUO,13.3" LED-BACKLIT XGA DYNAVUE TOUCHSCREEN, 2GB OF DDR3 RAM, (1X2048) TOTAL & CARD, U.S. BACKLIT KEYBOARD, WLAN 802.11 A THRU N, BLUETOOTH 160GB HDD WITH HEATER, PC CARD & DVD/CD MULTI DRIVE & EXPRESS		Win7, Intel Core i3-350M 2.26GHz, No vPro, 13.1 XGA Touch, 160GB, 2GB, Atheros WiFi b/g/n, No TPM, Bluetooth, Single Pass (WLAN), Lightweight Battery, Emissive Backlit Keyboard, Gobi, No Drive, Toughbook Preferred
comes with 5 years warranty	\$ 4,099.00		\$3,949.99	\$ 2,716.76
Deliver/shipment cost (if any)	640		included	included
3 years warranty	n/a		\$499.99	\$ 219.96
5 years warranty	included		\$1,299.99	\$ 719.86

TOTAL LAPTOP 16 UNIT	n/a								
total laptop cost with 5 years	\$ 66,224.00								\$ 46,987.52 \$ 54,985.92

DOCKING STATION

MANUFACTURE:	Havis Dock	HAVIS NON RF PASS THRU DOCK							Havis dock
MODEL&PART NUMBER:	C-HDM-214 ; C-HDM-303 ; C-MD-202	GD8000 NON RF VEHICLE CRADLE							
Heavy Duty Telescoping Pole, Side Mount	\$ 311.00				\$724.99				\$ 636.25
Power Supply Equipment other part needed for base	\$ 225.00								\$ 360.46
Deliver/shipment cost (if any)	\$ 225.00				included				
Installation of 15 dockings stations into 15 police units	\$ 7,125.00	HAVIS INSTALLATION				\$ 449.00			\$ 498.00
Total installation 15 cars	\$ 15,615.00	Total installation 15 cars				\$ 17,609.85			\$ 22,420.65
grand total for 3 years GRAND TOTAL WITH 5 YEARS	n/a \$ 81,839.00	grand total with 3 years grand total with 5 years			\$83,809.53 \$101,609.53				\$ 69,408.17 \$ 77,406.57

LAPTOPS:

MANUFACTURE:	GETAC	General Dynamics	Panasonic
MODEL & PART NUMBER:	S400 SWC146	GD6000 Semi Rugged	CF-52
CATEGORY:	SEMI RUGGIDIZED	SEMI RUGGIDIZED	SEMI RUGGIDIZED
14" 700 NITs Multi-Touch Touchscreen Display, Mechanical Backlight Keyboard, Bluetooth, Gobi 2000, GPS, Intel i5-520M 2.4 GHz Processor, 3MB Cache, 2GB DDR3 RAM, 320GB HDD, SuperMulti DVD, 802.11N Wireless, PCMCIA Type II+Express Card 54,34, Smart Card, 4-1 Card Reader, TPM, Low Temp -15C, Fingerprint, Win7 Pro, 3 year Warranty	2.53GHZ INTEL CORE 2 DUO, 13.3" XGA SUNLIGHT VIEWABLE, TOUCHSCREEN, 2GB RAM, 160GB HDD w/ HEATER, EXPRESS CARD READER & TYPE II PC CARD, DVD/CD ROM DRIVE, WHITE KEYBOARD WITH FRONT LIGHT, WINDOWS XP PRO, WLAN 802.11 A THRU N, BLUETOOTH	WinXP (Win7 COA), Intel Core 2 Duo P8400 2.26GHZ (Centrino2), vPro, 13.3 XGA Touch, 160GB, 2GB, Intel WiFi a/b/g/n, Multi-drive, No Bluetooth, Toughbook Preferred	\$ 2,070.43
comes with 3 years warranty	\$ 2,599.00	\$3,149.99	
Deliver/shipment cost (if any)	\$ 640.00	included	
3 years warranty	included	\$499.99	\$ 219.96
5 years warranty	n/a	\$1,299.99	
TOTAL \$	42,224.00	\$58,399.68 \$71,199.68	\$ 36,646.24
		TOTAL 3 years	
		TOTAL 5 years	

DOCKING STATION

MANUFACTURE:	Havis	HAVIS NON RF PASS THRU DOCK		Panasonic
MODEL&PART NUMBER:	C-HDM-214 ; C-HDM-303 ; C-MD-202	GD6000 NON RF W/ PERSISTENT SERIAL PORT (GD6000)		
Heavy Duty Telescoping Pole, Side Mount	\$ 311.00		\$ 724.99	\$ 390.45
Power Supply Equipment	\$ 225.00			\$ 118.64
Other part needed for docking station				\$ 436.95
Deliver/shipment cost (if any)	\$ 225.00		included	
Installation of 15 dockings stations into	\$ 7,125.00	HAVIS INSTALLATION GD installation	\$ 449.00 \$ 229.00	\$ 498.00
TOTAL doc + installation	\$ 15,390.00	TOTAL HAVIS TOTAL GD	\$ 17,609.85 \$ 14,309.85	\$ 21,660.60

GRAND TOTAL	\$ 57,614.00	HAVIS + 3 YEARS GRAND GD + 3 YEARS GRAND	\$ 76,009.53 \$ 72,709.53	\$ 58,306.84
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Questionnaire	Y/N	Panasonic CF31-Comment	Getac Comment	General Dynamic 8000
Operating System (Downgradable available to windows xp?)	X	Yes	Minimum Qty Required	Yes
Drivers for Windows 7 and Windows XP available?	X	Intel® Core™ i3-350M	Yes	Yes
Processor:	X	2.26GHz	Intel® Core™ i7 - 620LM	1.86 GHZ
Processor Frequency	X	See above	2.0 GHz (up to 2.8GHz with Turbo Boost Technology)	
Processor Cache	X	Intel Smart Cache	4 MB	1066 MHz-6MB L2 Cache
Processor Core	X	3MB	Dual	Duo
RAM:	X	See above	2GB standard,	2-8GB
Hard Drive: <u>160</u> GB <u>5400</u> RPM	X	expandable to 8GB	2GB DDR3	
Network Card: 10/100/1000 Ethernet	X	160 GB and 5400 rpm	250 GB @ 5400RPM	160/5400
Integrated wireless 802.11 b\g\n card	X	10/100/1000 Ethernet	Yes	Yes
Graphics:	X	Atheros AR9285	Yes	Yes
Screen: (inch display)	X	802.11b/g/n	Intel Graphics Accelerator	Intel GMA 4500 MHD-1024 MB
Optical Drive: DVD/DVD rewrite/Blue Ray?	X	13.3" Touchscreen	HD	13.3
Backlit keyboard	X	Optional - DVD & CD Read/Write	Super Multi DVD	DVD/RW
Sound Card:	X	Standard - AVI High Def Audio	Yes	Yes 2 options
Bluetooth module	X	Standard	Realtek 5919	Intel High Def Audio
Webcam	No	Standard	Yes	Yes V2.0 +EDR
Finger Swipe	X	Optional	No	No
	X		Yes	Yes

GPS	X	Optional	Yes	Yes
Gobi Modem	X	Optional	Yes	Yes
External ports (built in the laptop)	No	System comes with a SD Card Reader	Yes (MMC /SD)	Yes
o Multi-media Card Reader	X	Four USB 2.0 ports	Yes, 3 (one is combo USB 2.0/eSATA)	3
o USB 2.0 ports: How many?	X		Yes	No
o One IEEE 1394 (FireWire)	X			
High-Capacity Lithium Ion Battery: <u> ? </u> cell	X	– Battery operation: Approx. 7 hours (with lightweight battery) – Lightweight Li-Ion battery pack (11.1V, typical 5200mAh, minimum 5000mAh) – Battery charge time: 3 hours off, 3.5 hours on		
5 year warranty, phone, and onsite support: available?	X	Onsite support is available as an option	Yes, 7650mah	9
5 year accidental damage protection plan: available?	X	Panasonic's Protection Plus	Yes, depot service	Yes
			Yes, included	Yes

Docking Station				8000
External ports (built in the docking)	X	serial: DB9 (9-Pin) connection (2), vga: (1), speaker: stereo (1), microphone: stereo (1), USB: fully-powered USB 2.0 (4), Ethernet: RJ45 Ethernet (1)		
o Multi-media Card Reader	No		No	No
o USB 2.0 ports: How many?	X	Four USB 2.0 ports	Yes, 4	4
o One IEEE 1394 (FireWire)	No	IEEE 1394 is on the CF-52	No	No
5 year warranty, phone, and onsite support	X	Docking Station must be sent to manufacturer for repair		Yes
5 year accidental damage protection plan	No		havis warranty included for ruggized	Yes

Services: Yes/No/Additional Remark	Yes	Remark	Yes	Yes
Do you offer helpdesk support 8am – 6pm during working week?	X	Technical support is available from the manufacturers. Panasonic offers 7x24 support, Dock manufacturers offer 8a.m. to 5p.m. support.	No	X
Provide local sales support through the organization?	X		X	X
Provide local technical support through an organization?	X	Technical support is offered by the manufacturers	No	X
Do you have spare availability locally?	No	Panasonic offers onsite support.	No	X
Do you provide onsite support of units?	No	Panasonic offers onsite support. Support for Panasonic, the mounts and docks is offered via toll free telephone support.	No	X
Do you offer diagnostic tools along with quick recovery tools?	X	Panasonic provides support via toll free telephone support. A recovery disk is provide with every Toughbook.	No	X

Please list 3 references along with contact name and number

Dallas County Sheriff's Office - Mark Weathersby - (214) 653-6246
Harris County Sheriff's Office - Chris Gore - (281) 290-2144
Alice Police Department - David Valadez - (361) 664-0186

Anaheim, CA Police Department
Scott Maddy
Communications Specialist
714-765-1866
North County San Diego JPA & San Miguel Fire Department
NCSD: Joe Napier (760) 535-8505 SMFD: Gary Croucher(619) 660-5352
Orange County California Sheriff Larry Dillon
Information Systems Division
(714) 796-8046

Council Agenda Item: #R6

AGENDA CAPTION:

Presentation, discussion and consideration of approval of a Major Capital Improvement Program Master Interlocal Agreement between the Town of Addison and Dallas County and authorizing the City Manager to execute the Agreement.

FINANCIAL IMPACT:

None at this time.

BACKGROUND:

The Master Agreement between the Town of Addison and Dallas County governing Major Capital Improvement projects (MCIP) has been in effect since 2001 but is due to expire on July 30, 2012. Since 2001 there have been some legislative changes that needed to be addressed and other revisions to reflect current trends in funding these large projects. The Town has benefitted from the MCIP program partnership with Dallas County and recommends continuing to accept Dallas County's financial participation on needed capital improvement projects. In the past, Dallas County has provided funding for numerous projects including Araphao Road, Addison Road, Vitruvian Park, Redding Trail and Spring Valley Road.

RECOMMENDATION:

Staff recommends approval subject to the approval of the City Manager and City Attorney.

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner, Promote Quality Transportation Services

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R7

AGENDA CAPTION:

Discussion and consideration of approval of a contract with Global Technology Solutions, Inc., for design and deployment of an Online Automation System for Addison Special Events.

FINANCIAL IMPACT:

Budgeted Amount: \$0

Cost: \$49,342

This project was not budgeted but based on a recent conservative ROI (Return On Investment) study and the quantified, qualitative and strategic benefits described below we believe it's worth pursuing .

Quantified Benefits:

- Reduction in event-related overtime payments: \$10 – 15k (based on 4-6% decrease in current overtime pmt of \$260k),
- 5 – 10% increased productivity of Special Events team and other internal departments (equivalent to approx. \$15 – 25k),
- 5 – 10% increased effectiveness of PR/Agency spend (equivalent to approx \$10 – 20k budget 'stretch').

Qualitative / Strategic Benefits:

- Contribution to “Special Events Economic Impact Multiplier” (e.g., Hospitality/Restaurant Services),
- Increase event attendee satisfaction (e.g., return visitors, viral marketing impact),
- Promote image of professional event management.

BACKGROUND:

As the Council might recall in October of 2009 the Town of Addison in partnership with the City of Toronto, Canada was selected by IBM to participate in IBM Social Media for Smarter Cities Case Study. IBM jointly invested in time boxed IBVA (Industry Business Value Assessments) engagements at no charge to selected customers, Addison and Toronto, to mutually understand needs and options for deploying social media tools in

the local governments. Their solution and recommendation was presented to the Council in April of 2010.

At conclusion of the case study through a series of interviews with key Addison stakeholders across Town departments, the study prioritized three (3) most important focus areas: Airport, Special Events, and Economic Development.

Furthermore, to assist with the decision making and implementation planning, in October of 2010, Value Case Workshops were conducted by IBM with key Addison stakeholders (Airport, Special Events and the City Manager staff) to refine and validate opportunity areas and benefit impact. As a result the following Strategic Objectives and Social Media Opportunities were determined:

- Promote the Addison brand as a vibrant, thriving community,
- Support business and economic development initiatives and goals,
- Improve the communication flow between Addison and its constituents.

The top 5 web 2.0 and Social Media opportunities for the Addison Airport were:

1. Optimize Airport Real Estate Portfolio,
2. Promote the 'Value Matrix' of the Airport to its constituents,
3. Enhance current Airport outreach communications,
4. Broaden the communication channels and reach of Airport Operations info ,
5. Increase awareness and traffic to Airport website.

The top 3 web 2.0 and Social Media opportunities for the Special Events were:

1. Reduce Special Events planning administrative,
2. Improve Special Events operations and attendee,
3. Optimize Special Events marketing budget spend.

The top 3 web 2.0 and Social Media opportunities for the Economic Development were:

1. Promote Addison's superior infrastructure and business services,
2. Support on-line marketing of economic development initiatives,
3. Provide "Concierge to Concierge" services.

This proposed system offers a solution that satisfies the aforementioned opportunities for the Special Events.

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to enter into a contract with Global Technology Solutions, Inc. , for the design and deployment of an Online Automation System in an amount not to exceed \$49,342 subject to the City Attorney's final approval.

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner, Continue to Attract Visitors

ATTACHMENTS:

Description:

[Quotation](#)

[SOW](#)

[Risk Management](#)

[Special Events Proposal](#)

Type:

Exhibit

Exhibit

Exhibit

Exhibit



**GLOBAL
TECHNOLOGY
SOLUTIONS, INC**

Global Technology Solutions, Inc.

423 Lynne Circle
Suite 1100
Alpharetta, GA 30009
(770) 886-0900
www.gtsknows.com

TO Hamid Khalehipour
Town of Addison
16801 Westgrove DR.
Addison TX 75001
(972) 450-2868

QUOTE NO. ADD01-002-1
DATE May 25, 2011
CUSTOMER ID ADD01
EXPIRATION DATE 8/1/2011

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	PAYMENT TERMS	DUE DATE
Walt Greenberg	ADD01-002	Electronic In Person	NA	Net 30 Days	NA

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	40237	DIP SUITE SPECIALIZED SOFTWARE LICENSE 7.35 - SPECIAL EVENTS ONLINE AUTOMATION SPECIFIC USE LICENSE. W/ 1 YR MAINT. ENTITLEMENT: MAY BE USED FOR SPECIAL EVENTS ONLINE AUTOMATION APPLICATION ON ONE DEVELOPMENT AND ONE PRODUCTION SERVER SIMULTANEOUSLY, EACH HAVING UP TO 1 VIRTUAL PROCESSOR OR PHYSICAL CORE.	15,000.00	15,000.00
1.00	CONFEE	CONSULTING SERVICES FOR PSA/SOW ADD01-002 SPECIAL EVENTS ONLINE AUTOMATION PROJECT	32,000.00	32,000.00

Quotation prepared by: <u>Walt Greenberg</u>	SUBTOTAL	\$ 47,000.00
This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)	SALES TAX	
	TOTAL	\$ 47,000.00
To accept this quotation, sign here and return: _____		

THANK YOU FOR YOUR BUSINESS!



PROFESSIONAL SERVICES

ADD01.002

Services Agreement and Scope of Work

For

Town of Addison Texas

Project:

Special Events

Online Automation Application

Date: 5/24/2011



PROFESSIONAL SERVICES

GTS Professional Services Agreement

CLIENT	Town of Addison, Texas	
GTS Contact for Questions About this Order	Walt Greenberg Global Technology Solutions, Inc. 423 Lynne Circle Alpharetta, GA 30009 Phone: 770-855-6896 Email: waltg@gtsinc.net	
CLIENT Billing Contact		
CLIENT Project Contact		
Location Where Work Will Be Performed	GTS Premises, except required onsite meetings	
GTS SKU Number	ADD01-002	Quantity 1
Service: Consulting Services as Described on the attached Statement of Work	Base Fee: See SOW Section 9, Payments on Page 21	

- 1) **SERVICES GTS WILL SUPPLY.** Global Technology Solutions, Inc. (“GTS”) agrees to deliver to Town of Addison, Texas (CLIENT) the services (the “Services”) described in the Statement of Work attached hereto as Schedule I (the “SOW”), at the location and on the dates indicated in this Technology Consulting Services Agreement (this “Agreement”) and in the SOW. GTS may subcontract some or all of the Services. If GTS does subcontract the Services, GTS will remain responsible for the completion and quality of the Services. When we refer to “the CLIENT” in this Agreement, we mean the CLIENT identified above. Except in the parts of this Agreement that refer to fees and payment, when we say “GTS” we mean GTS and its subcontractors.
- 2) **FEES.** Subject to Sections 3 and 4 hereof, the CLIENT agrees to pay GTS the Base Fee (and any mutually agreed to additional fees) for the Services described on the SOW plus any applicable sales, use or other taxes. The CLIENT also agrees to reimburse GTS for all actual, reasonable and necessary travel and living expenses GTS incurs in connection with delivering the Services. GTS will give the CLIENT copies of receipts or other appropriate documentation for these expenses. Alternatively, if so agreed in the Statement of Work, GTS will charge a per diem for expenses. There will be additional fees if the CLIENT changes or expands the scope of the work that the CLIENT has asked GTS to perform.
- 3) **ESTIMATES.** Unless otherwise indicated on the SOW, GTS will perform the Services on a time-and-materials basis. GTS may provide the CLIENT with an estimated fee. This is GTS’s good-faith estimate of the total amount the Services will cost, but is not a fixed fee. The actual cost may be more or less than the estimate. If this Agreement specifies a “not-to exceed” amount, GTS will not bill the CLIENT for more than such amount without the CLIENT’s prior consent.
- 4) **PAYMENT.** GTS will send the CLIENT invoices for the Services and the CLIENT agrees to pay such invoices within thirty (30) days. If a deposit is called for on the SOW, the CLIENT will pay GTS the deposit upon execution of this Agreement. Such deposit is non-refundable, but GTS will credit the Clients deposit against the first invoices sent to the CLIENT until such deposit amount has been fully liquidated. Prices are listed exclusive of applicable taxes unless otherwise stated.
- 5) **WARRANTY.** GTS agrees to provide qualified consultants who will perform their work in accordance with generally and currently accepted consulting principles and practices. The Services will be deemed accepted

unless the CLIENT notifies GTS in writing within ten business days after performance that the Services did not conform to this warranty. GTS will promptly correct any non-conformity and will notify the CLIENT in writing that the nonconformities have been corrected; the Services then will be deemed to be accepted after ten business days following such notice unless the CLIENT notifies GTS that the nonconformities have not been corrected. GTS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES OR ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION GTS MAY MAKE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION GTS MAY PROVIDE.

6) CLIENT'S RESPONSIBILITIES.

- a) CLIENT agrees to provide the resources described in the section of the SOW entitled "CLIENT Responsibilities."
- b) Both parties agree generally to cooperate with each other to see that the Services are successfully completed.
- c) It is the CLIENT's responsibility to backup the data on any system and to provide adequate security for your system. GTS IS NOT RESPONSIBLE FOR LOSS OF DATA OR LOSS OF USE OF ANY OF YOUR COMPUTER OR NETWORK SYSTEMS RESULTING FROM ITS PERFORMANCE OF THE SERVICES.
- d) CLIENT represents and warrants to GTS that CLIENT has obtained permission for both the CLIENT and GTS to access and use any systems that CLIENT directs GTS to access or use, including the data on it and all hardware and software components included in it for the purpose of providing the Services. If CLIENT does not already have such permission, it is CLIENT's responsibility to obtain it, at CLIENT's expense, before asking GTS to perform the Services.

7) MODIFICATION OF HARDWARE. Some of the work may require GTS to service, modify, or recommend the same for hardware (e.g., by installing a new riser card inside an existing computer). Some manufacturers' warranties may become void if GTS or anyone else, other than the manufacturer or its authorized representative, works on or with the hardware. It is CLIENT's responsibility to review the warranty and to satisfy that the Services will not affect the warranty or, if it does, that the effect will be acceptable to client. GTS DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE SERVICES OR ANY GTS RECOMMENDATIONS MAY HAVE ON SUCH WARRANTIES.

8) LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, INCLUDING BUT NOT LIMITED TO ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR LOSS, LOST PROFITS OR LOST DATA, ARISING OUT OF OR IN CONNECTION WITH (A) THIS AGREEMENT OR THE SERVICES, (B) THE RESULTS OR OPERATION OF ANY SYSTEM RESULTING FROM IMPLEMENTATION OF ANY RECOMMENDED PLAN OR DESIGN OR (C) THE LOSS OF USE OF THE SOFTWARE, HARDWARE OR ANY OTHER SOFTWARE OR DATA, INCLUDING THE INABILITY TO ACHIEVE A PARTICULAR RESULT, EVEN IF EITHER OR BOTH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE AND EVEN IF EITHER PARTY ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL GTS BE LIABLE TO CLIENT FOR ANY AMOUNT IN EXCESS OF THE SERVICES FEE UNDER THE APPLICABLE STATEMENT OF WORK FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE ACTION THAT GIVES RISE TO ANY CLAIM BY THE CLIENT.



PROFESSIONAL SERVICES

THIS LIMITATION OF LIABILITY APPLIES TO ALL TYPES OF LEGAL THEORIES, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, PROFESSIONAL LIABILITY, PRODUCT LIABILITY, WARRANTY OR OTHERWISE.

- 9) INDEMNIFICATION. CLIENT agrees to defend, indemnify and hold harmless GTS and its representatives, agents, employees, subcontractors, officers, directors and others for all claims, losses or other liability or proceedings arising out of: (a) CLIENT's failure to obtain permission for GTS to access and use systems (including but not limited to hardware, software, utilities, databases and their contents and all other components) that CLIENT asks GTS to work on; (b) CLIENT's failure to obtain the appropriate license or other intellectual property rights necessary to permit GTS to perform the Services; and (c) the effect, if any, on CLIENT's third-party product warranties caused by having GTS perform service on such third-party products. THE LIMITATION OF LIABILITY SET FORTH IN SECTION 8 HEREOF DOES NOT APPLY TO YOUR OBLIGATION TO INDEMNIFY GTS AND OTHERS UNDER THIS SECTION.
- 10) CONFIDENTIALITY.
- a) CONFIDENTIAL INFORMATION. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). For purposes of this Agreement, Confidential Information of a party means information, ideas, materials or other subject matter of such party, whether disclosed orally, in writing or otherwise, that is provided under circumstances reasonably indicating that it is confidential or proprietary. Confidential Information includes, without limitation, the terms and conditions of this Agreement; all business plans, technical information or data, product ideas, methodologies, calculation algorithms and analytical routines; and all personnel, contracts and financial information or materials disclosed or otherwise provided by such party ("Disclosing Party") to the other party ("Receiving Party"). Confidential Information does not include that which (i) is already in Receiving Party's possession at the time of disclosure to Receiving Party, (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the CLIENT, (iii) is obtained by Receiving Party from an unrelated third party without a duty of confidentiality, or (iv) is independently developed by Receiving Party.
- b) RESTRICTIONS ON USE. The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than in furtherance of this Agreement and the activities described herein. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any third parties except as otherwise permitted hereunder. The Receiving Party may disclose Confidential Information of the Disclosing Party only to those employees or consultants who have a need to know such Confidential Information and who are bound to retain the confidentiality thereof under provisions (including, without limitation, provisions relating to nonuse and nondisclosure) no less restrictive than those required by the Receiving Party for its own Confidential Information. The Receiving Party shall maintain Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. Each party shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the other party of which the notifying party becomes aware.
- c) EXCLUSIONS. Notwithstanding the foregoing, this Agreement shall not prevent the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required by a judicial order or other legal obligation, provided that, in such event, the Receiving Party shall promptly notify the Disclosing Party to allow intervention (and shall cooperate with the Disclosing Party) to contest or minimize the scope of the disclosure (including application for a protective order).



PROFESSIONAL SERVICES

- d) **EQUITABLE RELIEF.** The Receiving Party acknowledges that the Disclosing Party considers its Confidential Information to contain trade secrets of the Disclosing Party and that any unauthorized use or disclosure of such information would cause the Disclosing Party irreparable harm for which its remedies at law would be inadequate. Accordingly, each party (as the Receiving Party) acknowledges and agrees that the Disclosing Party will be entitled, in addition to any other remedies available to it at law or in equity, to the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of the Receiving Party's obligations hereunder with respect to the Confidential Information of the Disclosing Party, and such further relief as any court of competent jurisdiction may deem just and proper.
- e) **RETURN OF MATERIALS.** Upon termination of this Agreement, the Receiving Party will immediately return to the Disclosing Party all Confidential Information of the Disclosing Party embodied in tangible (including electronic) form or destroy all such Confidential Information and certify in writing to the Disclosing Party that all such Confidential Information has been destroyed.
- 11) **FORMS.** Both parties agree that the use of preprinted forms, such as acknowledgements, purchase orders or invoices, will be for convenience only, and all preprinted terms and conditions stated on the forms will not apply to this Agreement.
- 12) **INDEPENDENT CONTRACTOR.** GTS is an independent contractor. Neither party will consider the other its agent or representative. CLIENT will not be responsible for paying benefits or employment taxes for the GTS persons who perform the Services, and they will not be considered CLIENT's employees.
- 13) **ENTIRE AGREEMENT.** This Agreement, as modified by the CLIENT purchase order and including all attachments and exhibits hereto, is the complete agreement between the parties. Any modification to the terms herein shall be considered invalid unless in writing and signed by both parties.
- 14) **NOTICES.** All notices provided for herein shall be in writing and delivered to the other party's Project Manager, whose name and address appear on the signature page hereto. Each party can change our respective designated Project Managers, or their address, by providing written notice to the other.
- 15) **FORCE MAJEURE.** GTS will not be liable for failure or delay in performance of any of its obligations hereunder if such delay or failure to perform is caused by circumstances beyond its control. Reseller will be required to accept any delayed shipment or delivery made within a reasonable time.
- 16) **GOVERNING LAWS; ATTORNEYS' FEES.** This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Georgia, U.S.A. The parties agree that any legal action or proceeding with respect to this Agreement may be initiated only in the federal or state courts located in the State of Georgia. By execution and delivery of this Agreement, the parties submit to and accept with regard to any such action or proceeding the exclusive jurisdiction of such courts. If any legal action or proceeding is initiated, the prevailing party will be entitled to all attorney fees, court costs, and expenses in addition to any other relief to which such prevailing party may be entitled. THIS AGREEMENT WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS OR BY THE PROVISIONS OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE, THE APPLICATION OF WHICH IS EXPRESSLY EXCLUDED.
- 17) **SEVERABILITY.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.



PROFESSIONAL SERVICES

- 18) MODIFICATIONS. Modifications to this agreement shall be made by numbered addendums signed by both parties and attached hereto.
- 19) ENTIRE AGREEMENT; WAIVER. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and terminates all other prior commitments, arrangements or understandings, both oral and written, between the parties with respect thereto. This Agreement may not be modified or amended except by an instrument in writing executed by each of the parties. None of the provisions of this Agreement will be deemed to have been waived by any act or acquiescence on the part of either party, their agents or employees, but may be waived only by an instrument in writing signed by an officer of the waiving party. No waiver of any provision of this Agreement on one occasion will constitute a waiver of any other provision or of the same provision on another occasion.
- 20) IN WITNESS WHEREOF, by their duly authorized signatures below, the undersigned parties have entered into this Agreement as of the Effective Date.

Town of Addison	Global Technology Solutions, Inc.
By:	By:
Print Name:	Print Name: Walt Greenberg
Title:	Title: CEO
Date:	Date:

Attach CLIENT Purchase Order copy and Statement of Work (including all exhibits thereto).



PROFESSIONAL SERVICES

Schedule I Statement of Work

Town of Addison Texas
Special Events Online Automation Application

The following outlines the Statement of Work (“SOW”) between the Global Technology Solutions, Inc. (“GTS”) and the **Town of Addison Texas** (“CLIENT”) for contractual services provided for the

Special Events Online Automation Application - GTS will perform the work described in this SOW on a fixed price bid basis. This SOW is subject to the terms and conditions specified in the GTS Professional Services Agreement (the “Agreement”). Neither GTS nor its representatives, employees, contractors and/or subcontractors take responsibility for, nor are they liable for, any decisions made in the development of any systems, products, or software solutions that are made by, or for, CLIENT, or by employees or other representatives, contractors and/or subcontractors of CLIENT.

1.0 Overview and Shared Objectives

Global Technology Solutions, Inc. is pleased to offer this proposal to the Town of Addison, Texas to create a comprehensive special events management solution using the GTS DIP Suite of products developed by GTS to run on IBM WebSphere Portal.

The Addison Special Events Department hosts several major events each year being Taste Addison, Addison Kaboom Town, Addison Oktoberfest, and Worldfest. Additionally, there are several smaller events throughout the year that are managed. With a relatively small staff, the Special Events Department must plan the event; layout the venue; process all of the restaurants, exhibitors, volunteers, and staff members; manage the finances; procure the equipment and supplies; ensure compliance by participants with laws and regulations; advertise and market, and perform a host of other duties that are outside of the scope of this proposal.

The purpose of the system we are creating is to relieve the more time consuming manual tasks that must be performed to accomplish the foregoing event management. Areas of improvement that were identified as priorities during our analysis meetings, that will maximize return on investment and time savings are the following online automation initiatives:

1. Restaurant Application Processing
2. Exhibitor Application Processing
3. Contractor Proposal Processing
4. Electronic Payments
5. Collateral Management
6. Collaboration between Participants, Contractors, Volunteers and Special Events Staff

Together IBM WebSphere Portal and the GTS DIP Suite provide an environment where applications can be created quickly through a configuration interface to incorporate information collection, processing, and visualization. The environment is fully reusable and integrated so when additional applications are deployed on the platform; the return on investment is significant due to nearly complete infrastructure reuse, save scalability improvements.

This means that the current application under discussion and any other applications that are implemented on the platform can (but don't have to) share a common look and feel and a consistent development methodology to ensure a consistent user experience and quality product portfolio.

Below we have outlined a process driven by GTS responsibilities and Addison responsibilities that we feel will result in the successful accomplishment of the six online automation initiatives.

2.0 Project Duration and Scheduling

Service delivery will be scheduled within two weeks of GTS' receipt of the signed Agreement and the accompanying purchase order ("Purchase Order"), unless otherwise agreed upon by CLIENT and GTS. The specific dates for beginning and conducting the Project will be mutually agreed upon by CLIENT and GTS. The service work will be conducted during normal business hours (Monday through Friday, between 8 a.m. and 5 p.m. local CLIENT time), unless otherwise agreed by CLIENT and GTS.

A. Project Plan

Task	Duration	Start	Finish	Dep	Resource
Special Events Online Automation Application	127.25 days	Wed 6/15/11	Fri 12/9/11		
Infrastructure	2.25 days	Wed 6/15/11	Fri 6/17/11		
Create Virtual Machine	0.25 days	Wed 6/15/11	Wed 6/15/11		Admin
Install Windows 2008	0.5 days	Wed 6/15/11	Wed 6/15/11	3	Admin
Install IBM WebSphere Portal	0.5 days	Wed 6/15/11	Thu 6/16/11	4	Admin
Map DNS	0.25 days	Thu 6/16/11	Thu 6/16/11	5	Admin
Install DIP Suite	0.25 days	Thu 6/16/11	Thu 6/16/11	6	Admin
Create SQL Server Database	0.25 days	Thu 6/16/11	Thu 6/16/11	7	Admin
Configure DIP Suite Dashboard	0.25 days	Fri 6/17/11	Fri 6/17/11	8	Admin
Requirements	5 days	Fri 6/17/11	Fri 6/24/11		
Requirements Finalization	5 days	Fri 6/17/11	Fri 6/24/11	9	Admin
Registration	11 days	Fri 6/24/11	Mon 7/11/11		
Create Schema to Support Registration and Data Security	2 days	Fri 6/24/11	Tue 6/28/11	11	Dev
Self Service Registration	5 days	Tue 6/28/11	Tue 7/5/11	13	Dev
Test Registration	2 days	Tue 7/5/11	Thu 7/7/11	14	Test
Fix Issues	2 days	Thu 7/7/11	Mon 7/11/11	15	Dev
Events & Venues	14 days	Mon 7/11/11	Fri 7/29/11		
Create Schema	2 days	Mon 7/11/11	Wed 7/13/11	16	Dev
Event Form	1 day	Wed 7/13/11	Thu 7/14/11	18	Dev
Events View	0.5 days	Thu 7/14/11	Thu 7/14/11	19	Dev
Venue Layout Tool	1 day	Thu 7/14/11	Fri 7/15/11	20	Dev
Map Artifact Form for booths	1 day	Fri 7/15/11	Mon 7/18/11	21	Dev
Map Artifact View	0.5 days	Mon 7/18/11	Tue 7/19/11	22	Dev
Map Drawing tool	5 days	Tue 7/19/11	Tue 7/26/11	23	Dev

Task	Duration	Start	Finish	Dep	Resource
Test	1 day	Tue 7/26/11	Wed 7/27/11	24	Test
Fix Issues	2 days	Wed 7/27/11	Fri 7/29/11	25	Dev
Application Processing	13 days	Fri 7/29/11	Wed 8/17/11		
Create Schema	2 days	Fri 7/29/11	Tue 8/2/11	26	Dev
Restaurant Application	1 day	Tue 8/2/11	Wed 8/3/11	28	Dev
Restaurant Application Processing Form	1 day	Wed 8/3/11	Thu 8/4/11	29	Dev
Exhibitor Application	0.5 days	Thu 8/4/11	Thu 8/4/11	30	Dev
Exhibitor Application Processing Form	1 day	Thu 8/4/11	Fri 8/5/11	31	Dev
Volunteer Application	0.5 days	Fri 8/5/11	Mon 8/8/11	32	Dev
Volunteer Application Processing Form	1 day	Mon 8/8/11	Tue 8/9/11	33	Dev
Staff Application	0.5 days	Tue 8/9/11	Tue 8/9/11	34	Dev
Staff Application Processing Form	0.5 days	Tue 8/9/11	Wed 8/10/11	35	Dev
My Applications Views	1 day	Wed 8/10/11	Thu 8/11/11	36	Dev
Staff Application Processing Views	1 day	Thu 8/11/11	Fri 8/12/11	37	Dev
Test	1 day	Fri 8/12/11	Mon 8/15/11	38	Test
Fix Issues	2 days	Mon 8/15/11	Wed 8/17/11	39	Dev
Google Checkout	12 days	Wed 8/17/11	Fri 9/2/11		
Create Schema	2 days	Wed 8/17/11	Fri 8/19/11	40	Dev
Google Checkout Items Form	1 day	Fri 8/19/11	Mon 8/22/11	42	Dev
Google Checkout Items View	1 day	Mon 8/22/11	Tue 8/23/11	43	Dev
Google Checkout Implementation	3 days	Tue 8/23/11	Fri 8/26/11	44	Dev
Google Checkout Reports	2 days	Fri 8/26/11	Tue 8/30/11	45	Dev
Test	1 day	Tue 8/30/11	Wed 8/31/11	46	Test
Fix Issues	2 days	Wed 8/31/11	Fri 9/2/11	47	Dev
Contractor Management	10 days	Fri 9/2/11	Fri 9/16/11		
Create Schema	2 days	Fri 9/2/11	Tue 9/6/11	48	Dev
RFP Form	1 day	Tue 9/6/11	Wed 9/7/11	50	Dev
RFPs View for Contractors	0.5 days	Wed 9/7/11	Wed 9/7/11	51	Dev
RFP Maintenance View for Staff	0.5 days	Wed 9/7/11	Thu 9/8/11	52	Dev
Contractor Quotation Form	1 day	Thu 9/8/11	Fri 9/9/11	53	Dev
My Quotations View for Contractors	0.5 days	Fri 9/9/11	Fri 9/9/11	54	Dev
Quotation Processing Form	1 day	Fri 9/9/11	Mon 9/12/11	55	Dev
Quotation Processing View for Staff	0.5 days	Mon 9/12/11	Tue 9/13/11	56	Dev
Test	1 day	Tue 9/13/11	Wed 9/14/11	57	Test

Task	Duration	Start	Finish	Dep	Resource
Fix Issues	2 days	Wed 9/14/11	Fri 9/16/11	58	Dev
Collateral Management	7 days	Fri 9/16/11	Tue 9/27/11		
Create Schema	1 day	Fri 9/16/11	Mon 9/19/11	59	Dev
Collateral Management Form	1 day	Mon 9/19/11	Tue 9/20/11	61	Dev
Collateral Maintenance View	1 day	Tue 9/20/11	Wed 9/21/11	62	Dev
Collateral View for End-Users	1 day	Wed 9/21/11	Thu 9/22/11	63	Dev
Test	1 day	Thu 9/22/11	Fri 9/23/11	64	Test
Fix Issues	2 days	Fri 9/23/11	Tue 9/27/11	65	Dev
Collaboration	3 days	Tue 9/27/11	Fri 9/30/11		
Create Schema	0.5 days	Tue 9/27/11	Tue 9/27/11	66	Dev
Collaboration Message Form	0.5 days	Tue 9/27/11	Wed 9/28/11	68	Dev
Collaboration Messages View(s)	0.5 days	Wed 9/28/11	Wed 9/28/11	69	Dev
Test	0.5 days	Wed 9/28/11	Thu 9/29/11	70	Test
Fix Issues	1 day	Thu 9/29/11	Fri 9/30/11	71	Dev
Dashboards	27.5 days	Wed 9/28/11	Mon 11/7/11		
Restaurants Dashboard	5.5 days	Wed 9/28/11	Thu 10/6/11		
Menu	0.5 days	Wed 9/28/11	Thu 9/29/11	70	Dev
Wire Components	1 day	Thu 9/29/11	Fri 9/30/11	75	Dev
Test all components	1 day	Fri 9/30/11	Mon 10/3/11	76	Dev
Fix any issues	2 days	Mon 10/3/11	Wed 10/5/11	77	Dev
Regression test	1 day	Wed 10/5/11	Thu 10/6/11	78	Dev
Exhibitors Dashboard	5.5 days	Thu 10/6/11	Thu 10/13/11		
Menu	0.5 days	Thu 10/6/11	Thu 10/6/11	79	Dev
Wire Components	1 day	Thu 10/6/11	Fri 10/7/11	81	Dev
Test all components	1 day	Fri 10/7/11	Mon 10/10/11	82	Dev
Fix any issues	2 days	Mon 10/10/11	Wed 10/12/11	83	Dev
Regression test	1 day	Wed 10/12/11	Thu 10/13/11	84	Dev
Volunteers and Staff Dashboard	5.5 days	Thu 10/13/11	Fri 10/21/11		
Menu	0.5 days	Thu 10/13/11	Fri 10/14/11	85	Dev
Wire Components	1 day	Fri 10/14/11	Mon 10/17/11	87	Dev
Test all components	1 day	Mon 10/17/11	Tue 10/18/11	88	Dev
Fix any issues	2 days	Tue 10/18/11	Thu 10/20/11	89	Dev
Regression test	1 day	Thu 10/20/11	Fri 10/21/11	90	Dev
Contractor Dashboard	5.5 days	Fri 10/21/11	Fri 10/28/11	91	
Menu	0.5 days	Fri 10/21/11	Fri 10/21/11		Dev
Wire Components	1 day	Fri 10/21/11	Mon 10/24/11	93	Dev
Test all components	1 day	Mon 10/24/11	Tue 10/25/11	94	Dev

Task	Duration	Start	Finish	Dep	Resource
Fix any issues	2 days	Tue 10/25/11	Thu 10/27/11	95	Dev
Regression test	1 day	Thu 10/27/11	Fri 10/28/11	96	Dev
Special Events Staff Dashboard	5.5 days	Fri 10/28/11	Mon 11/7/11		
Menu	0.5 days	Fri 10/28/11	Mon 10/31/11	92	Dev
Wire Components	1 day	Mon 10/31/11	Tue 11/1/11	99	Dev
Test all components	1 day	Tue 11/1/11	Wed 11/2/11	100	Dev
Fix any issues	2 days	Wed 11/2/11	Fri 11/4/11	101	Dev
Regression test	1 day	Fri 11/4/11	Mon 11/7/11	102	Dev
Move System to Addison	4 days	Mon 11/7/11	Fri 11/11/11		
Copy VM to Addison Datastore	0.5 days	Mon 11/7/11	Mon 11/7/11	103	Admin
Inventory System	0.5 days	Mon 11/7/11	Tue 11/8/11	105	Admin
Copy Database to Addison SQL Server	0.5 days	Tue 11/8/11	Tue 11/8/11	106	Admin
Modify Connection Document	0.5 days	Tue 11/8/11	Wed 11/9/11	107	Admin
Test entire System	2 days	Wed 11/9/11	Fri 11/11/11	108	Admin
Pilot	20 days	Fri 11/11/11	Fri 12/9/11		
Create Pilot Plan	2 days	Fri 11/11/11	Tue 11/15/11	109	Admin
Run Pilot	10 days	Tue 11/15/11	Tue 11/29/11	111	Admin
Fix any Issues	5 days	Tue 11/29/11	Tue 12/6/11	112	Dev
Regression Test Issues	3 days	Tue 12/6/11	Fri 12/9/11	113	Admin
Go Live	0 days	Fri 12/9/11	Fri 12/9/11	114	Admin

3.0 Project Scope and Design

GTS will build the Special Events Online Automation Application with the following features:

1. Systems
 - a. Install WebSphere Portal (customer provided) on a VMware virtual machine with Windows 2008 server (customer provided) – Coordinate with Addison technical personnel to ensure set-up will be compatible with on-site VMware environment
 - b. Provide interim Microsoft SQL Server database for development purposes
 - c. Load the VMware server onto the GTS development environment and provide access to Addison resources as required
 - d. Setup initial users, groups and roles
 - e. Setup DIP Suite Administration Dashboard
 - f. Setup SMTP connection for Email notifications
 - g. Following development phase, deliver Virtual Machine to Addison to inventory into the Addison VMware environment.
 - h. Assist and consult on integration of VM into Addison infrastructure
 - i. Provide backup file of Development database to be installed onto Addison SQL Server instance
 - j. Reset JDBC URL in GTS DIP Connection Manager to new instance of database
2. Registration: Set up self-service registration system

3. Requirements Finalization
 - a. Assist Addison Special Events staff in standardizing restaurant, exhibitor, contractor, volunteer, and staff applications to the greatest extent possible
 - b. Validate all forms, views, and workflows with Addison Special Events staff
4. Event Description
 - a. Create an Event Form to capture the event metadata to be linked and provide the foundational data for the system
 - b. Create an Events View for Addison Special Events Staff to view and select event records for editing
5. Venue layout tool
 - a. Provide a map artifact profile form with the following attributes: event, type (i.e. booth), subtype (i.e. Arts & Crafts), size (i.e. 10X20), identifier (number), polygon (coordinates), status (active, retired, archive)
 - b. Provide a map upon which Addison Special Events Staff can draw a polygon where the booth will be presented to capture the coordinates for geospatial use
 - c. Provide a view of created map artifacts for viewing and selection for editing
6. Application Processing
 - a. Create initial set of two (2) forms for restaurant and exhibitor applications
 - b. Create initial set of two (2) forms for processing of restaurant and exhibitor applications including booth assignment and completion checklist
 - c. Create initial set of two (2) forms for volunteer and staff applications
 - d. Create initial set of two (2) forms for processing of volunteer and staff applications including position assignment and completion checklist
 - e. Create “My Applications” view to allow restaurant, exhibitor, volunteer, and staff users to view status and select their applications for editing as appropriate
 - f. Create Applications View to allow Addison Special Events staff to view applications by status, event, applicant, etc., and select applications for processing
 - g. Implement Google Checkout for Application payment processing
 - h. Create Items Management Form and View for Google Checkout items
 - i. Create Payments View(s) for Financial Reporting
7. RFP and Contractor Quotation Processing
 - a. Create RFP Form for Addison Special Events staff to post RFPs as RFP metadata entered and actual RFP as a file upload
 - b. Create RFP Maintenance View for Addison Special Events Staff to view and select RFPs for editing
 - c. Create RFP View for contractors to select and download RFPs
 - d. Create Quotation Form for contractors to respond to RFPs and provide contact information, financial information (summary pricing for views), upload quotations, images, insurance certificates, and other required documents
 - e. Create “My Quotations” view for contractors to see status and select their quotations for editing as appropriate
 - f. Create Quotations View for Addison Special Events staff to view quotations by event, contractor, status, price, etc., and select quotations for processing



PROFESSIONAL SERVICES

- g. Create a Processing Form for Addison Special Events Staff to process contractor quotations (accept/approve, decline, etc.)
- 8. Collateral Documentation Management
 - a. Create a Collateral Document Container form where Addison Special Events staff can enter metadata (Event, Year, Type, Title, Description, Status, etc.) and upload a file
 - b. Create a Collateral View for participants to filter collateral by event and application type, and download file (i.e. doc, pdf, etc.)
 - c. Create a Collateral Maintenance View for Addison Special Events staff to filter collateral by metadata and select for editing
 - d. Create a mass notification mechanism to update by role of newly created Collateral Material as desired
- 9. Collaboration
 - a. Create Message Collaboration Form
 - b. Create Message Collaboration View which filters messages for the given user
 - c. Create a Master Collaboration View for Addison Special Events Staff to manage messaging

10. Dashboards

a. Restaurants Dashboard


- i. Provide a layout and menu wherein participants can complete and submit an application
- ii. Incorporate the “My Applications” view
- iii. Incorporate the Collateral Form
- iv. Incorporate the Collateral View
- v. Incorporate the Collaboration Form
- vi. Incorporate the Collaboration View.

<p>MENU</p> <ul style="list-style-type: none"> Events Volunteer Application Exhibitor Application Restaurant Application Contractor Application Terms and Conditions Download Forms 	<p>My Applications</p> <table border="1"> <thead> <tr> <th>Application</th> <th>Status</th> <th>Due</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Application	Status	Due				<p>Documents for My Events</p> <div style="border: 1px solid gray; height: 50px; width: 100%;"></div> <p>New Message</p> <p>Text <input style="width: 150px;" type="text"/></p> <p style="text-align: right;">Send</p>						
Application	Status	Due												
<p>Collaboration History</p> <div style="border: 1px solid gray; padding: 5px;"> <p>06/25/2011 3:00 PM – Jimmy James: Thanks, I am expecting the renewal certificate next week, will upload by COB on Friday.</p> <p>06/25/2011 2:00 PM – Addison Events Team: Please include your updated insurance certificate. The one you uploaded will expire prior to the event.</p> <p>06/20/2011 3:00 PM – Jimmy James: Good point, we'll request the minimum available.</p> <p>06/19/2011 2:00 PM – Addison Events Team: What about lighting?</p> <p>06/18/2011 3:00 PM – Jimmy James: We are serving cold items from iced coolers</p> <p>06/17/2011 2:00 PM – Addison Events Team: You didn't indicate that you would need power for your booth.</p> </div>	<p style="text-align: center;">Kaboom Town 2011 Restaurant Application</p> <table border="1"> <tr> <td colspan="2">Terms & Conditions</td> </tr> <tr> <td colspan="2">Contact Information</td> </tr> <tr> <td colspan="2">Menu</td> </tr> <tr> <td colspan="2">Upload Insurance & TABC Documentation</td> </tr> <tr> <td colspan="2">Booth, Power & Equipment</td> </tr> <tr> <td colspan="2">Payment</td> </tr> </table> <div style="border: 1px solid gray; padding: 5px;"> <p>Organization / Business Name <input style="width: 150px;" type="text"/></p> <p>Contact Name <input style="width: 150px;" type="text"/></p> <p>Phone <input style="width: 50px;" type="text"/> FAX <input style="width: 50px;" type="text"/></p> <p>Cell Phone <input style="width: 50px;" type="text"/> Email Address <input style="width: 50px;" type="text"/></p> <p>Mailing Address <input style="width: 150px;" type="text"/></p> <p>City / State / Zip <input style="width: 150px;" type="text"/></p> <p>Website <input style="width: 150px;" type="text"/></p> <p style="text-align: center;"> <input style="border: none; background-color: #ccc;" type="button" value=" <Prev "/> <input style="border: none; background-color: #ccc;" type="button" value=" Cancel "/> <input style="border: none; background-color: #ccc;" type="button" value=" Save "/> <input style="border: none; background-color: #ccc;" type="button" value=" Next > "/> </p> </div>		Terms & Conditions		Contact Information		Menu		Upload Insurance & TABC Documentation		Booth, Power & Equipment		Payment	
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Layout example, actual layout, and appearance may vary. Form will have a different appearance.


b. Exhibitors Dashboard

- i. Provide a layout and menu wherein participants can complete and submit an application
- ii. Incorporate the "My Applications" view
- iii. Incorporate the Collateral Form
- iv. Incorporate the Collateral View
- v. Incorporate the Collaboration Form
- vi. Incorporate the Collaboration View.

<p>MENU</p> <ul style="list-style-type: none"> Events Volunteer Application Exhibitor Application Restaurant Application Contractor Application Terms and Conditions Download Forms 	<p>My Applications</p> <table border="1"> <thead> <tr> <th>Application</th> <th>Status</th> <th>Due</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Application	Status	Due				<p>Documents for My Events</p>  <p>New Message</p> <p>Text <input type="text"/></p> <p>Send</p>
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Layout example, actual layout, and appearance may vary. Form will have a different appearance.

- c. Volunteers and Staff Dashboard
- i. Provide a layout and menu wherein participants can complete and submit an application
 - ii. Incorporate the "My Applications" view
 - iii. Incorporate the Collateral Form
 - iv. Incorporate the Collateral View
 - v. Incorporate the Collaboration Form
 - vi. Incorporate the Collaboration View

<p>MENU</p> <ul style="list-style-type: none"> Events Volunteer Application Exhibitor Application Restaurant Application Contractor Application Terms and Conditions Download Forms 	<p>My Applications</p> <table border="1"> <thead> <tr> <th>Application</th> <th>Status</th> <th>Due</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Application	Status	Due				<p>Documents for My Events</p> 
	Application	Status	Due					
<p>Collaboration History</p> <p>06/18/2011 3:00 PM – Jimmy James: I'll be there at 10AM sharp and can stay about 4 hours.</p> <p>06/17/2011 2:00 PM – Addison Events Team: You indicated that you are available for set-up assistance on July 2nd, but didn't indicate a time, we will be getting started at 10AM, what time when could you be available? Thank you!</p>	<p>Kaboom Town 2011 Volunteer Application</p> <p>Terms & Conditions</p> <p>Contact Information</p> <p>Availability</p> <p>Confirmation</p>							
<p>New Message</p> <p>Text <input type="text"/></p> <p>Send</p>			<p>NAME: _____ Date of Birth: _____</p> <p>ADDRESS: _____</p> <p>STATE: _____ ZIP: _____</p> <p>HOME PHONE: _____ CELL PHONE: _____</p> <p>EMAIL: _____ Are you volunteering with an organization? Y N Please list: _____</p> <p>EMERGENCY CONTACT & TELEPHONE #: _____ T-SHIRT SIZE: _____</p> <p><input type="checkbox"/> Yes, I can pick up my volunteer packet <input type="checkbox"/> No, I will not be able to pick up my packet. Please mail mine.</p> <p><Prev Cancel Save Next></p>					

Layout example, actual layout, and appearance may vary. Form will have a different appearance.

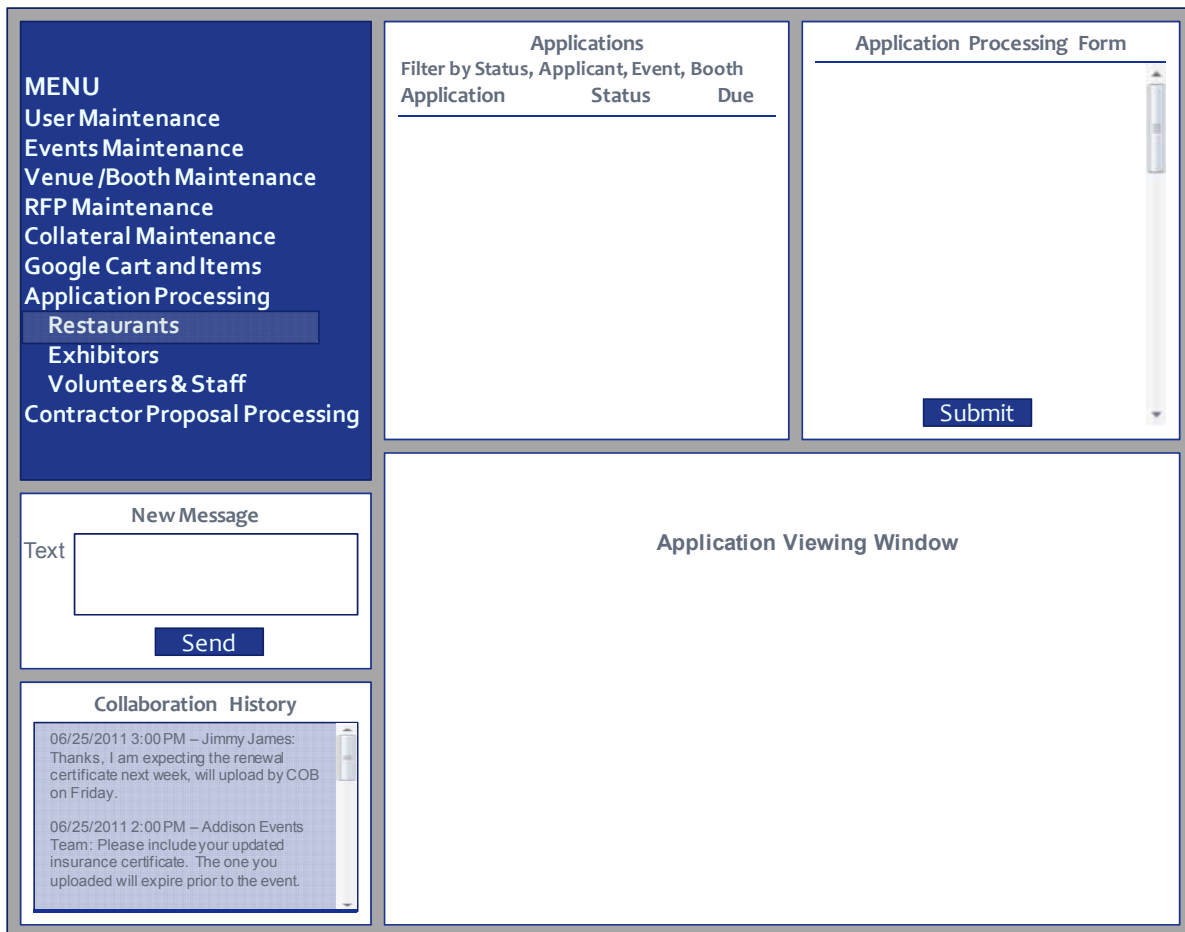
d. Contractor Dashboard

- i. Provide a layout and menu wherein participants can complete and submit a Quotation
- ii. Incorporate the "My Quotations" view
- iii. Incorporate the Quotation Form
- iv. Incorporate the Contractor RFP View
- v. Incorporate the Collaboration Form
- vi. Incorporate the Collaboration View

<p>MENU</p> <ul style="list-style-type: none"> Events Volunteer Application Exhibitor Application Restaurant Application <li style="background-color: #336699; color: white;">Contractor Application Terms and Conditions Download Forms 	<p style="text-align: center;">My Quotations</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Quotation</th> <th style="width: 30%;">Status</th> <th style="width: 40%;">Due</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Quotation	Status	Due				<p style="text-align: center;">List of RFI/RFPs</p> <div style="border: 1px solid #ccc; height: 60px; width: 100%;"></div>		
	Quotation	Status	Due							
<p style="text-align: center;">Collaboration History</p> <div style="border: 1px solid #ccc; padding: 5px;"> <p>06/18/2011 3:00 PM – Jimmy James: "Reasonable" cleanup is included. Filthy carts (i.e. Dried on sticky mess, etc. will be billed \$20 per cart for excessive dirt.</p> <p>06/17/2011 2:00 PM – Addison Events Team: Are you including cleaning of the carts upon return or is there an additional charge?</p> </div>	<p style="text-align: center;">Kaboom Town 2011 Contractor Quotation</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: center; background-color: #003366; color: white;">Terms & Conditions</td> <td rowspan="5" style="width: 10%; text-align: center; vertical-align: middle;"> <div style="border: 1px solid black; padding: 5px;"> <p>Propopsal Deadline: Friday, February 25</p> </div> </td> </tr> <tr> <td style="text-align: center; background-color: #003366; color: white;">Contact Information</td> </tr> <tr> <td style="text-align: center; background-color: #003366; color: white;">Financial</td> </tr> <tr> <td style="text-align: center; background-color: #003366; color: white;">Upload Quotation and Insurance Certificates</td> </tr> <tr> <td style="text-align: center; background-color: #003366; color: white;">Confirmation</td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <p>Name _____</p> <p>Business Name _____</p> <p>Mailing Address _____</p> <p>City, State, Zip _____</p> <p>Phone _____ Vendor On-Site Cell Phone _____</p> <p>E-mail _____ Website _____</p> <p>Emergency Contact Name _____ Phone _____</p> <p>Have you been a Vendor in past Addison events? <input type="checkbox"/> Yes <input type="checkbox"/> No When? _____</p> <p style="text-align: center;"> <input style="border: none; background-color: #003366; color: white; padding: 2px 10px;" type="button" value=" <Prev "/> <input style="border: none; background-color: #003366; color: white; padding: 2px 10px;" type="button" value=" Cancel "/> <input style="border: none; background-color: #003366; color: white; padding: 2px 10px;" type="button" value=" Save "/> <input style="border: none; background-color: #003366; color: white; padding: 2px 10px;" type="button" value=" Next> "/> </p> </td> </tr> </table>		Terms & Conditions	<div style="border: 1px solid black; padding: 5px;"> <p>Propopsal Deadline: Friday, February 25</p> </div>	Contact Information	Financial	Upload Quotation and Insurance Certificates	Confirmation	<p>Name _____</p> <p>Business Name _____</p> <p>Mailing Address _____</p> <p>City, State, Zip _____</p> <p>Phone _____ Vendor On-Site Cell Phone _____</p> <p>E-mail _____ Website _____</p> <p>Emergency Contact Name _____ Phone _____</p> <p>Have you been a Vendor in past Addison events? <input type="checkbox"/> Yes <input type="checkbox"/> No When? _____</p> <p style="text-align: center;"> <input style="border: none; background-color: #003366; color: white; padding: 2px 10px;" type="button" value=" <Prev "/> <input style="border: none; background-color: #003366; color: white; padding: 2px 10px;" type="button" value=" Cancel "/> <input style="border: none; background-color: #003366; color: white; padding: 2px 10px;" type="button" value=" Save "/> <input style="border: none; background-color: #003366; color: white; padding: 2px 10px;" type="button" value=" Next> "/> </p>	
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Upload Quotation and Insurance Certificates										
Confirmation										
<p>Name _____</p> <p>Business Name _____</p> <p>Mailing Address _____</p> <p>City, State, Zip _____</p> <p>Phone _____ Vendor On-Site Cell Phone _____</p> <p>E-mail _____ Website _____</p> <p>Emergency Contact Name _____ Phone _____</p> <p>Have you been a Vendor in past Addison events? <input type="checkbox"/> Yes <input type="checkbox"/> No When? _____</p> <p style="text-align: center;"> <input style="border: none; background-color: #003366; color: white; padding: 2px 10px;" type="button" value=" <Prev "/> <input style="border: none; background-color: #003366; color: white; padding: 2px 10px;" type="button" value=" Cancel "/> <input style="border: none; background-color: #003366; color: white; padding: 2px 10px;" type="button" value=" Save "/> <input style="border: none; background-color: #003366; color: white; padding: 2px 10px;" type="button" value=" Next> "/> </p>										

Layout example, actual layout, and appearance may vary. Form will have a different appearance.

- e. Special Events Staff Dashboard
 - i. Incorporate maintenance views and forms for Registrations, Users and Roles
 - ii. Incorporate the Events Maintenance View and Form
 - iii. Incorporate the view, form, and map interface for map layout artifacts such as venues and booths
 - iv. Incorporate Collateral Maintenance View and Form
 - v. Incorporate Collaboration View and Form
 - vi. Incorporate RFP Maintenance View and Form
 - vii. Incorporate Google Checkout management and payment reporting components
 - viii. Incorporate Restaurant and Exhibitor Applications Views and Processing Forms
 - ix. Incorporate Contractor Quotations View and Processing Form



MENU
 User Maintenance
 Events Maintenance
 Venue /Booth Maintenance
 RFP Maintenance
 Collateral Maintenance
 Google Cart and Items
 Application Processing
 Restaurants
 Exhibitors
 Volunteers & Staff
 Contractor Proposal Processing

Applications
 Filter by Status, Applicant, Event, Booth
 Application Status Due

Application Processing Form
 Submit

New Message
 Text:
 Send

Collaboration History
 06/25/2011 3:00 PM – Jimmy James:
 Thanks, I am expecting the renewal certificate next week, will upload by COB on Friday.
 06/25/2011 2:00 PM – Addison Events Team:
 Please include your updated insurance certificate. The one you uploaded will expire prior to the event.

Application Viewing Window

Layout example, actual layout, and appearance may vary. Form will have a different appearance.

11. Testing

- a. GTS will test the application at each stage of construction to ensure integrity throughout
- b. GTS will formulate a test plan to ensure that each interface functions properly once it has been transferred to the Addison VMware environment

- c. GTS will test each interface and document the results.

4.0 Deliverables

1. Fully Executed Test Plan
2. VMware Appliance
3. SQL Server Database

5.0 Change Control Process

The “Change Control Process” is the process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration. Additional procedures and responsibilities may be outlined by the Project Manager identified on the signature page to the Agreement and will be included in the baseline Project Plan if mutually accepted by both the CLIENT and the GTS Project Manager.

Under the Change Control Process, a written “Change Request” will be the vehicle for communicating any desired changes to the project. It will describe the proposed change, the reason for the change and the effect the change may have on the Project. The Engagement Manager of the requesting party will submit a written Change Request to the Engagement Manager for the other party. The GTS Professional Services Project Manager will supply the appropriate Change Management documents.

If both parties agree to approve the implementation of the Change Request, then they will each sign the approval portion of the Change Request. Both parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project’s scope, schedule or price.

6.0 GTS Personnel Skills & Qualifications

GTS will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete this project. CLIENT understands that any GTS resources may include employees or consultants of GTS and/or a GTS Services Provider. GTS personnel may work onsite at the CLIENT location or off-site at a GTS location as determined by the needs of the Project. GTS has identified in this document the following initial resource levels for this Project:

Senior Project Consultant

It is the responsibility of the designated Senior Project Consultant to:

- Provide technical direction and expertise
- Plan the project
- Report status and communication
- Ensure day-to-day execution of tasks
- Coordinate with Engagement Manager & Executive Sponsor to ensure barriers are removed
- Develop and assign tasks
- Manage project budget
- Be responsible for change control
- Coordinate project meetings
- Track progress against milestones
- This project resource will be responsible for the project deliverables

Application Developer

It is the responsibility of the application developer to:

- Create the required forms
- Create the Required views
- Create the mapping tools
- Create the Dashboards
- Ensure that the application complies with security standards
- Report any technical issues that arise or impact the scope to the Senior Project Consultant

7.0 CLIENT Responsibilities

Both CLIENT and GTS are responsible for the successful execution of this Project. GTS' responsibilities have been set forth elsewhere in this SOW. CLIENT agrees to the following assigned responsibilities:

1. Information Technology
 - a. Provide an IBM WebSphere Portal Standard Edition license for a minimum of twenty users for the development environment
 - b. Provide a Windows 2008 R2 server license
 - c. Provide a VMware environment into which to install the Portal Virtual Machine - Requirements are as follows:
 - i. Qty (1) 5000 Series Intel Virtual Processor (core)
 - ii. 4GB Ram minimum
 - iii. 50GB OS Drive
 - iv. 1 GBE NIC connection minimum
 - d. Provide a SQL Server instance into which to install the Special Events database
 - e. Provide a Web Server for Web Access to the System
 - f. Provide any requisite information as may be requested; and provide personnel to perform the incorporation of the VM and database as needed
 - g. Provide a domain name, web server and DNS mapping to the application
2. Special Events Personnel
 - a. Provide the needed documentation, forms, and other collateral that may be needed to create the forms and electronic artifacts for the application build
 - b. Allocate sufficient time to meet with the development team to validate requirements and workflow
 - c. Allocate sufficient time to perform review and testing of implemented interfaces
 - d. Identify a pilot group of external users
 - e. Assist in the documentation of the end-user help
 - f. Report any issues or bugs discovered in reviewing the application to GTS through the GTS issue tracking system
3. General
 - a. Prior to the start of this SOW, CLIENT will indicate to GTS in writing a person to be the point of contact. All Project communications will be addressed to such point of contact (the "CLIENT Contact").
 - b. The CLIENT Contact will have the authority to act for CLIENT in all aspects of the Project.
 - c. The CLIENT Contact will ensure that any communication between CLIENT and GTS is made through the appropriate GTS Project Manager.



PROFESSIONAL SERVICES

- d. The CLIENT Contact will obtain and provide project requirements, information, data, decisions and approvals within two working days of the request, unless both parties agree to a different response time.
- e. The CLIENT Contact will help resolve Project issues and ensure that issues are brought to the attention of the appropriate persons within CLIENT's organization, as required.
- f. CLIENT will provide knowledgeable points-of-contact, who have a working understanding of the enterprise components to be considered during this Project ("Stakeholders").
- g. GTS may request that meetings be scheduled with Stakeholders.
- h. CLIENT will provide a meeting facility with internet access for conducting meetings with the Stakeholders
- i. CLIENT will inform GTS of all access issues and security measures, and provide access to all necessary facilities.
- j. CLIENT agrees to complete and return a "CLIENT Satisfaction Survey", which will be provided at the end of the Project.

8.0 Ownership of Intellectual Property and License

The GTS DIP Suite and all derivative works thereof, including the Special Events Online Automation Software, are, and shall remain the exclusive property of GTS. No ownership of the code, subroutines, derivative works, configurations, images, methods, and assemblies whatsoever is conferred upon the client by virtue of this agreement or by any consideration for the license or services purchased by the CLIENT from GTS. CLIENT is hereby granted a non-exclusive perpetual license to use the software in the conduct of its business according to the license agreement attached hereto.

9.0 Payment and Acceptance Criteria

Payment for services is a fixed price fee of US **\$32,000.00**. Travel expense is not included and will be charged according to the following policy:

GTS Expense Policy: Standard travel is billed as actual common carrier coach rates for airfare and mid-sized car rental with receipts submitted. Lodging, meals, and incidentals are charged at the then published GSA per diem rates for the CLIENT's zip code for the number of travel days (<http://www.gsa.gov/portal/category/100120>). GTS will submit any non-travel, or travel related expenses that exceed the estimated travel cost, to CLIENT for prior approval. CLIENT shall have the opportunity to approve all travel costs in writing prior to incurrence.

Work may not be scheduled or commence until the Purchase Order, SOW and signed Agreement are received by GTS. Any additional work that is required outside the scope of this SOW requires written approval by both CLIENT and GTS as described in the Change Control Process detailed in Section 5 of this document. Charges are invoiced as follows:

- Services: Invoiced thirty-three percent (33%) at project commencement and the remaining sixty-seven percent (67%) at time of CLIENT receipt of deliverables.
- Expenses: Invoiced monthly or at project termination, whichever comes first.

NOTE: Your Purchase Order should be for the entire amount of the services fee (US \$32,000.00).

Special consideration is being offered by GTS to further reduce the CLIENT's risk in that GTS will Provide a status report to the CLIENT after thirty-three percent (33%) of the project scope has been completed at which point CLIENT may, within 48 hours, terminate the project at will. In the event of such termination the CLIENT's only outlay of funds for services shall be the initial thirty-three percent (33%) and incurred out of pocket expenses as of the date of such termination. Should the CLIENT agree to move forward, then CLIENT agrees to pay the full amount stated herein upon receipt of the deliverables. Software licenses are expressly excluded from this offer.



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The Purchase Order and the signed Agreement should be faxed to (678) 819-2809 or emailed to waltg@gtsinc.net, Attention: GTS – Walt Greenberg.

Payment Terms: Net 30 Days

This Project is considered complete when the deliverables as described in Section 4 of this document have been completed and delivered to CLIENT. Upon completion and delivery of the deliverables, CLIENT will execute a “Deliverables Completion Sign-off Form” (attached as Exhibit A).

This offer is valid for 60 days from Tuesday, May 24, 2011.

10.0 Order of Precedence

This SOW, together with the Purchase Order and the Agreement, states all of the rights and responsibilities of, and supersedes all prior oral and written communications, between GTS and CLIENT regarding this Project. Should a conflict arise between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first the Purchase Order, second the SOW, and third the Agreement.

Town of Addison	Global Technology Solutions, Inc.
By:	By:
Print Name:	Print Name: Walt Greenberg
Title:	Title: CEO
Date:	Date:



PROFESSIONAL SERVICES

EXHIBIT A– DELIVERABLES SIGN-OFF FORM

Town of Addison

Special Events Online Automation Application

Deliverable/Milestone Delivery Date

1. Fully Executed Test Plan ___/___/___
2. VMware Appliance ___/___/___
3. SQL Server Database ___/___/___

All Deliverables listed in this Statement of Work have been delivered to CLIENT.

Town of Addison	Global Technology Solutions, Inc.
By:	By:
Print Name:	Print Name: Walt Greenberg
Title:	Title: CEO
Date:	Date:

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This warranty does not apply if the software (a) has been altered, except by GTS, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by GTS, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident, or (d) is used in ultra-hazardous activities.

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Risk Management Strategy

In addition to planning for success, GTS also performs risk analysis on our projects. We approach risk analysis through three primary considerations:

1. **Knowledge:** Elimination of knowledge gaps through adequate discovery and communication of shared objectives ensures that there are fewer unknown risks that might occur, and expectations are in sync to eliminate conflict.
2. **Risk Avoidance and Minimization:** Are there particular aspects of the endeavor that may be potentially problematic, where a different approach would balance the risk-reward ratio? This might mean shoring up certain areas with additional scope or taking a different approach to accomplishing the objective.
3. **Damage Control:** In the event that something unlikely or unforeseen should happen, we consider how to minimize the impact in terms of cost to both our client and ourselves.

Listed below are several of the risk mitigation strategies that we have designed into the delivery of this project to help ensure success and minimize Addison's exposure.

1. Separating the stated objectives of the Addison Stakeholders into four projects mitigates risk in two ways:
 - a. **Timing:** The value of each project can stand on its own upon completion, so if at some point an unexpected cost is incurred by the Town and budgets have to be cut, Addison can simply put the next project on hold for a while without losing any of the benefit of the investment to-date.
 - b. **Focus:** It also eliminates the risks that come from trying to eat the elephant in a single bite. We are able to focus on delivering a high quality product and user experience to a single group of stakeholders at a time. Focus is a key driver for success in any endeavor.
2. **Quality Assurance:** We have added a substantial amount of scope dedicated to testing, fixing and supporting. This dramatically increases our probability of success by ensuring that we have adequate scope to perform this critical function completely. The quality of an application drives adoption which in-turn assures the return on investment.
3. **Use GTS Development Environment:** By performing development on our servers we are able to ramp-up very quickly, install the products, provide access to the Addison team and get to work building the solution. When the test plan has been executed successfully, we will place the Virtual Machine and Database on a backpack drive, come to Addison, load the components into the Addison datastore , inventory and configure



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them, test, and get the system up and running quickly. This saves travel costs and avoids potential delays since schedules only have to be coordinated once for the deployment, rather than continuously throughout the project.

4. **Cost Reduction:** We are implementing as a virtual appliance, leveraging the VMware infrastructure that Addison had the foresight to implement instead of hosting the system by a third party. By doing so, we have kept the entry cost about the same for year one, but we save about \$20,000.00-30,000.00 per year of ongoing costs for years 2+.
5. **High Availability/Further Cost Reduction:** Also by Implementing as a virtual appliance, we can get a substantial amount of high-availability (HA) through VMware HA without clustering, meaning that we won't need additional licenses for Portal and DIP unless we need more capacity for concurrent usage. This provides HA for about a \$50K savings in licenses and services.
6. **Ability to Cut Losses:** Finally, although we have taken every conceivable step (budget considered) to ensure success, and have every expectation that the project will be a huge success for Addison, there is always a possibility that for some reason things may not go as expected. In the unlikely case that this happens, GTS provides an "out" in our Scope of Work. We require a 33% deposit and 67% due on deliverables, rather than the traditional 50/50 model since we are very confident in our ability to deliver. We will provide a status report 33% of the way into the scope with our progress to date, and expected outlook. At this point we will offer Addison an opportunity to terminate with no further commitment to us other than un-invoiced out of pocket expenses. This option combined with the strategy documented in item one above, means that Addison's risk to this point will be limited to approximately 15% of the long term cost of accomplishing all of its thus far stated objectives.

Addison Texas

Special Events

Online Automation Application Proposal

Tuesday, April 24, 2011





PROFESSIONAL SERVICES

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GTS Responsibilities	4
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Introduction

Global Technology Solutions, Inc. (GTS) is pleased to offer this proposal to the Town of Addison, Texas (Addison) to create a comprehensive special events management solution using the GTS DIP Suite of products developed by GTS to run on IBM WebSphere Portal.

The Addison Special Events Department hosts several major events each year being Taste Addison, Addison Kaboom Town, Addison Oktoberfest, and Worldfest. Additionally, there are several smaller events throughout the year that are managed. With a relatively small staff, the Special Events Department must plan the event; layout the venue; process all of the restaurants, exhibitors, volunteers, and staff members; manage the finances; procure the equipment and supplies; ensure compliance by participants with laws and regulations; advertise and market, and perform a host of other duties that are outside of the scope of this proposal.

The purpose of the system we are creating is to relieve the more time consuming manual tasks that must be performed to accomplish the foregoing event management. Areas of improvement that were identified as priorities during our analysis meetings, that will maximize return on investment and time savings are the following online automation initiatives:

1. Restaurant Application Processing
2. Exhibitor Application Processing
3. Contractor Proposal Processing
4. Electronic Payments
5. Collateral Management
6. Collaboration between Participants, Contractors, Volunteers and Special Events Staff

Together IBM WebSphere Portal and the GTS DIP Suite provide an environment where applications can be created quickly through a configuration interface to incorporate information collection, processing, and visualization. The environment is fully reusable and integrated so when additional applications are deployed on the platform; the return on investment is significant due to nearly complete infrastructure reuse, save scalability improvements.

This means that the current application under discussion and any other applications that are implemented on the platform can (but don't have to) share a common look and feel and a consistent development methodology to ensure a consistent user experience and quality product portfolio.

Below we have outlined a process driven by GTS responsibilities and Addison responsibilities that we feel will result in the successful accomplishment of the six online automation goals outlined above.



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GTS Responsibilities

GTS will build the Special Events Online Automation Application with the following features:

1. Systems
 - a. Install WebSphere Portal (customer provided) on a VMware virtual machine with Windows 2008 server (customer provided) – Coordinate with Addison technical personnel to ensure set-up will be compatible with on-site VMware environment
 - b. Provide interim Microsoft SQL Server database for development purposes
 - c. Load the VMware server onto the GTS development environment and provide access to Addison resources as required
 - d. Setup initial users, groups and roles
 - e. Setup DIP Suite Administration Dashboard
 - f. Setup SMTP connection for Email notifications
 - g. Following development phase, deliver Virtual Machine to Addison to inventory into the Addison VMware environment.
 - h. Assist and consult on integration of VM into Addison infrastructure
 - i. Provide backup file of Development database to be installed onto Addison SQL Server instance
 - j. Reset JDBC URL in GTS DIP Connection Manager to new instance of database
2. Registration: Set up self-service registration system
3. Requirements Finalization
 - a. Assist Addison Special Events staff in standardizing restaurant, exhibitor, contractor, volunteer, and staff applications to the greatest extent possible
 - b. Validate all forms, views, and workflows with Addison Special Events staff
4. Event Description
 - a. Create an Event Form to capture the event metadata to be linked and provide the foundational data for the system
 - b. Create an Events View for Addison Special Events Staff to view and select event records for editing
5. Venue layout tool
 - a. Provide a map artifact profile form with the following attributes: event, type (i.e. booth), subtype (i.e. Arts & Crafts), size (i.e. 10X20), identifier (number), polygon (coordinates), status (active, retired, archive)
 - b. Provide a map upon which Addison Special Events Staff can draw a polygon where the booth will be presented to capture the coordinates for geospatial use
 - c. Provide a view of created map artifacts for viewing and selection for editing
6. Application Processing
 - a. Create initial set of two (2) forms for restaurant and exhibitor applications



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- b. Create initial set of two (2) forms for processing of restaurant and exhibitor applications including booth assignment and completion checklist
 - c. Create initial set of two (2) forms for volunteer and staff applications
 - d. Create initial set of two (2) forms for processing of volunteer and staff applications including position assignment and completion checklist
 - e. Create “My Applications” view to allow restaurant, exhibitor, volunteer, and staff users to view status and select their applications for editing as appropriate
 - f. Create Applications View to allow Addison Special Events staff to view applications by status, event, applicant, etc., and select applications for processing
 - g. Implement Google Checkout for Application payment processing
 - h. Create Items Management Form and View for Google Checkout items
 - i. Create Payments View(s) for Financial Reporting
7. RFP and Contractor Quotation Processing
- a. Create RFP Form for Addison Special Events staff to post RFPs as RFP metadata entered and actual RFP as a file upload
 - b. Create RFP Maintenance View for Addison Special Events Staff to view and select RFPs for editing
 - c. Create RFP View for contractors to select and download RFPs
 - d. Create Quotation Form for contractors to respond to RFPs and provide contact information, financial information (summary pricing for views), upload quotations, images, insurance certificates, and other required documents
 - e. Create “My Quotations” view for contractors to see status and select their quotations for editing as appropriate
 - f. Create Quotations View for Addison Special Events staff to view quotations by event, contractor, status, price, etc., and select quotations for processing
 - g. Create a Processing Form for Addison Special Events Staff to process contractor quotations (accept/approve, decline, etc.)
8. Collateral Documentation Management
- a. Create a Collateral Document Container form where Addison Special Events staff can enter metadata (Event, Year, Type, Title, Description, Status, etc.) and upload a file
 - b. Create a Collateral View for participants to filter collateral by event and application type, and download file (i.e. doc, pdf, etc.)
 - c. Create a Collateral Maintenance View for Addison Special Events staff to filter collateral by metadata and select for editing

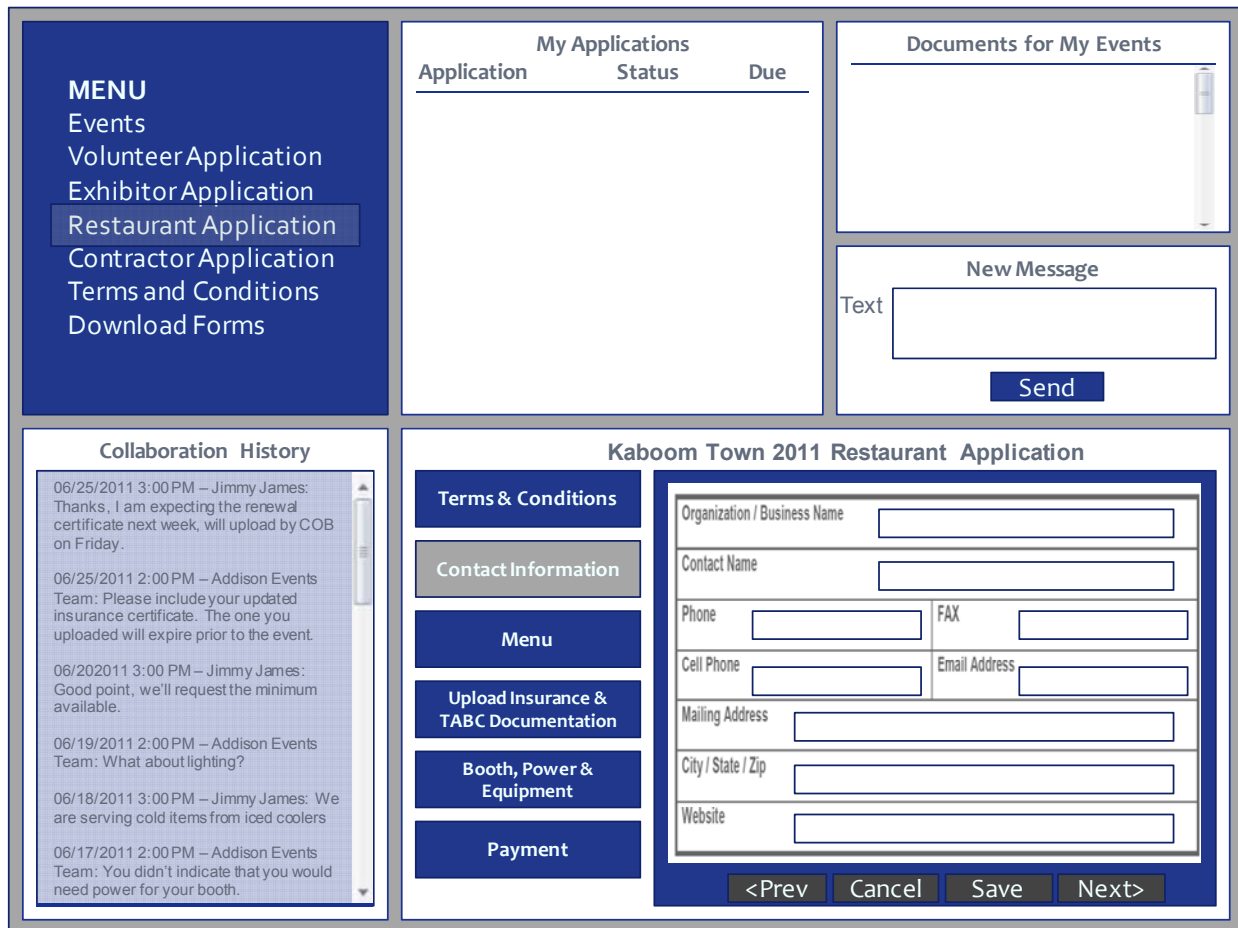


- d. Create a mass notification mechanism to update by role of newly created Collateral Material as desired
9. Collaboration
- a. Create Message Collaboration Form
 - b. Create Message Collaboration View which filters messages for the given user
 - c. Create a Master Collaboration View for Addison Special Events Staff to manage messaging

10. Dashboards

a. Restaurants Dashboard

- i. Provide a layout and menu wherein participants can complete and submit an application
- ii. Incorporate the “My Applications” view
- iii. Incorporate the Collateral Form
- iv. Incorporate the Collateral View
- v. Incorporate the Collaboration Form
- vi. Incorporate the Collaboration View.




The dashboard is divided into several sections:

- MENU** (Left sidebar):
 - Events
 - Volunteer Application
 - Exhibitor Application
 - Restaurant Application** (highlighted)
 - Contractor Application
 - Terms and Conditions
 - Download Forms
- My Applications** (Top center): A table with columns for Application, Status, and Due.
- Documents for My Events** (Top right): A list area for documents.
- New Message** (Middle right): A text input field and a Send button.
- Collaboration History** (Bottom left): A scrollable list of messages with timestamps and sender information.
 - 06/25/2011 3:00 PM – Jimmy James: Thanks, I am expecting the renewal certificate next week, will upload by COB on Friday.
 - 06/25/2011 2:00 PM – Addison Events Team: Please include your updated insurance certificate. The one you uploaded will expire prior to the event.
 - 06/20/2011 3:00 PM – Jimmy James: Good point, we'll request the minimum available.
 - 06/19/2011 2:00 PM – Addison Events Team: What about lighting?
 - 06/18/2011 3:00 PM – Jimmy James: We are serving cold items from iced coolers
 - 06/17/2011 2:00 PM – Addison Events Team: You didn't indicate that you would need power for your booth.
- Kaboom Town 2011 Restaurant Application** (Bottom right): A form with a sidebar of steps:
 - Terms & Conditions
 - Contact Information
 - Menu
 - Upload Insurance & TABC Documentation
 - Booth, Power & Equipment
 - Payment
 The main form fields include:
 - Organization / Business Name
 - Contact Name
 - Phone, FAX, Cell Phone, Email Address
 - Mailing Address
 - City / State / Zip
 - Website
 Navigation buttons: <Prev, Cancel, Save, Next>

Layout example, actual layout, and appearance may vary. Form will have a different appearance.

- b. Exhibitors Dashboard
- i. Provide a layout and menu wherein participants can complete and submit an application
 - ii. Incorporate the “My Applications” view
 - iii. Incorporate the Collateral Form
 - iv. Incorporate the Collateral View
 - v. Incorporate the Collaboration Form
 - vi. Incorporate the Collaboration View.

<p>MENU</p> <ul style="list-style-type: none"> Events Volunteer Application <li style="background-color: #336699; color: white;">Exhibitor Application Restaurant Application Contractor Application Terms and Conditions Download Forms 	<p>My Applications</p> <table border="1"> <thead> <tr> <th>Application</th> <th>Status</th> <th>Due</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Application	Status	Due				<p>Documents for My Events</p> 					
	Application	Status	Due										
<p>Collaboration History</p> <p>06/20/2011 3:00 PM – Jimmy James: Good point, we'll request the minimum available.</p> <p>06/19/2011 2:00PM – Addison Events Team: What about lighting?</p> <p>06/18/2011 3:00PM – Jimmy James: We aren't running any equipment</p> <p>06/17/2011 2:00PM – Addison Events Team: You didn't indicate that you would need power for your booth.</p>		<p style="text-align: center;">Kaboom Town 2011 Exhibitor Application</p> <table border="1"> <tr> <td style="background-color: #003366; color: white; text-align: center;">Terms & Conditions</td> <td rowspan="5" style="text-align: center; vertical-align: middle;"> <p>Application Deadline: Friday, February 25</p> </td> </tr> <tr> <td style="background-color: #336699; color: white; text-align: center;">Contact Information</td> </tr> <tr> <td style="background-color: #003366; color: white; text-align: center;">Merchandise Info and Photo Uploads</td> </tr> <tr> <td style="background-color: #003366; color: white; text-align: center;">Booth Selection and Power</td> </tr> <tr> <td style="background-color: #003366; color: white; text-align: center;">Payment</td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <p style="color: red; font-size: small;">NO VENDORS SERVING AS INDEPENDENT CONSULTANTS FOR A LARGER CORPORATION OR SELLING SERVICES OR PRODUCTS WITH BRAND NAMES OR CORPORATE LOGOS WILL BE ACCEPTED IN THE ARTS & CRAFTS AREA. FOOD SAMPLING IS NOT PERMITTED.</p> <p>Name _____</p> <p>Business Name _____</p> <p>Mailing Address _____</p> <p>City, State, Zip _____</p> <p>Phone _____ Vendor On-Site Cell Phone _____</p> <p>E-mail _____ Website _____</p> <p>Emergency Contact Name _____ Phone _____</p> <p>Have you been a Vendor in past Addison events? <input type="checkbox"/> Yes <input type="checkbox"/> No When? _____</p> <p>If you are leaving a trailer on the lot, state size: _____ How many fliers would you like mailed to you? _____</p> </td> </tr> <tr> <td colspan="2" style="text-align: center;"> <p><Prev Cancel Save Next></p> </td> </tr> </table>		Terms & Conditions	<p>Application Deadline: Friday, February 25</p>	Contact Information	Merchandise Info and Photo Uploads	Booth Selection and Power	Payment	<p style="color: red; font-size: small;">NO VENDORS SERVING AS INDEPENDENT CONSULTANTS FOR A LARGER CORPORATION OR SELLING SERVICES OR PRODUCTS WITH BRAND NAMES OR CORPORATE LOGOS WILL BE ACCEPTED IN THE ARTS & CRAFTS AREA. FOOD SAMPLING IS NOT PERMITTED.</p> <p>Name _____</p> <p>Business Name _____</p> <p>Mailing Address _____</p> <p>City, State, Zip _____</p> <p>Phone _____ Vendor On-Site Cell Phone _____</p> <p>E-mail _____ Website _____</p> <p>Emergency Contact Name _____ Phone _____</p> <p>Have you been a Vendor in past Addison events? <input type="checkbox"/> Yes <input type="checkbox"/> No When? _____</p> <p>If you are leaving a trailer on the lot, state size: _____ How many fliers would you like mailed to you? _____</p>		<p><Prev Cancel Save Next></p>	
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<p><Prev Cancel Save Next></p>													

Layout example, actual layout, and appearance may vary. Form will have a different appearance.

- c. Volunteers and Staff Dashboard
- Provide a layout and menu wherein participants can complete and submit an application
 - Incorporate the “My Applications” view
 - Incorporate the Collateral Form
 - Incorporate the Collateral View
 - Incorporate the Collaboration Form
 - Incorporate the Collaboration View

<p>MENU</p> <ul style="list-style-type: none"> Events Volunteer Application Exhibitor Application Restaurant Application Contractor Application Terms and Conditions Download Forms 	<p>My Applications</p> <table border="1"> <thead> <tr> <th>Application</th> <th>Status</th> <th>Due</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Application	Status	Due				<p>Documents for My Events</p> <div style="border: 1px solid gray; height: 50px; width: 100%;"></div> <p>New Message</p> <p>Text <input type="text"/></p> <p>Send</p>
Application	Status	Due						
<p>Collaboration History</p> <p>06/18/2011 3:00 PM – Jimmy James: I'll be there at 10AM sharp and can stay about 4 hours.</p> <p>06/17/2011 2:00 PM – Addison Events Team: You indicated that you are available for set-up assistance on July 2nd, but didn't indicate a time, we will be getting started at 10AM, what time when could you be available? Thank you!</p>	<p>Kaboom Town 2011 Volunteer Application</p> <table border="1"> <tr> <td>Terms & Conditions</td> <td rowspan="5"> <p>NAME: _____ Date of Birth: _____</p> <p>ADDRESS: _____</p> <p>STATE: _____ ZIP: _____</p> <p>HOME PHONE: _____ CELL PHONE: _____</p> <p>EMAIL: _____ Are you volunteering with an organization? Y N Please list: _____</p> <p>EMERGENCY CONTACT & TELEPHONE#: _____ T-SHIRT SIZE: _____</p> <p><input type="checkbox"/> Yes, I can pick up my volunteer packet <input type="checkbox"/> No, I will not be able to pick up my packet. Please mail mine.</p> </td> </tr> <tr> <td>Contact Information</td> </tr> <tr> <td>Availability</td> </tr> <tr> <td>Confirmation</td> </tr> <tr> <td> </td> </tr> </table> <p><Prev Cancel Save Next></p>		Terms & Conditions	<p>NAME: _____ Date of Birth: _____</p> <p>ADDRESS: _____</p> <p>STATE: _____ ZIP: _____</p> <p>HOME PHONE: _____ CELL PHONE: _____</p> <p>EMAIL: _____ Are you volunteering with an organization? Y N Please list: _____</p> <p>EMERGENCY CONTACT & TELEPHONE#: _____ T-SHIRT SIZE: _____</p> <p><input type="checkbox"/> Yes, I can pick up my volunteer packet <input type="checkbox"/> No, I will not be able to pick up my packet. Please mail mine.</p>	Contact Information	Availability	Confirmation	
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- d. Contractor Dashboard
- i. Provide a layout and menu wherein participants can complete and submit a Quotation
 - ii. Incorporate the “My Quotations” view
 - iii. Incorporate the Quotation Form
 - iv. Incorporate the Contractor RFP View
 - v. Incorporate the Collaboration Form
 - vi. Incorporate the Collaboration View

<p>MENU</p> <ul style="list-style-type: none"> Events Volunteer Application Exhibitor Application Restaurant Application <li style="background-color: #4a7c9d; color: white;">Contractor Application Terms and Conditions Download Forms 	<p style="text-align: center;">My Quotations</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Quotation</th> <th style="text-align: center;">Status</th> <th style="text-align: right;">Due</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Quotation	Status	Due				<p style="text-align: center;">List of RFI/RFPs</p> <div style="border: 1px solid #ccc; height: 50px; width: 100%;"></div>																				
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<p style="text-align: center;">Collaboration History</p> <div style="border: 1px solid #ccc; padding: 5px;"> <p>06/18/2011 3:00 PM – Jimmy James: "Reasonable" cleanup is included. Filthy carts (i.e. Dried on sticky mess, etc. will be billed \$20 per cart for excessive dirt.</p> <p>06/17/2011 2:00 PM – Addison Events Team: Are you including cleaning of the carts upon return or is there an additional charge?</p> </div>	<p style="text-align: center;">Kaboom Town 2011 Contractor Quotation</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: center;">Terms & Conditions</td> <td rowspan="5" style="width: 10%; text-align: center; vertical-align: middle;"> <div style="border: 1px solid #ccc; padding: 5px;"> <p>Proposal Deadline: Friday, February 25</p> </div> </td> </tr> <tr> <td style="text-align: center;">Contact Information</td> </tr> <tr> <td style="text-align: center;">Financial</td> </tr> <tr> <td style="text-align: center;">Upload Quotation and Insurance Certificates</td> </tr> <tr> <td style="text-align: center;">Confirmation</td> </tr> <tr> <td colspan="2"> <table style="width: 100%;"> <tr> <td>Name _____</td> <td></td> </tr> <tr> <td>Business Name _____</td> <td></td> </tr> <tr> <td>Mailing Address _____</td> <td></td> </tr> <tr> <td>City, State, Zip _____</td> <td></td> </tr> <tr> <td>Phone _____</td> <td>Vendor On-Site Cell Phone _____</td> </tr> <tr> <td>E-mail _____</td> <td>Website _____</td> </tr> <tr> <td>Emergency Contact Name _____</td> <td>Phone _____</td> </tr> <tr> <td colspan="2">Have you been a Vendor in past Addison events? <input type="checkbox"/> Yes <input type="checkbox"/> No When? _____</td> </tr> </table> </td> </tr> <tr> <td colspan="2" style="text-align: center;"> <p><Prev Cancel Save Next></p> </td> </tr> </table>		Terms & Conditions	<div style="border: 1px solid #ccc; padding: 5px;"> <p>Proposal Deadline: Friday, February 25</p> </div>	Contact Information	Financial	Upload Quotation and Insurance Certificates	Confirmation	<table style="width: 100%;"> <tr> <td>Name _____</td> <td></td> </tr> <tr> <td>Business Name _____</td> <td></td> </tr> <tr> <td>Mailing Address _____</td> <td></td> </tr> <tr> <td>City, State, Zip _____</td> <td></td> </tr> <tr> <td>Phone _____</td> <td>Vendor On-Site Cell Phone _____</td> </tr> <tr> <td>E-mail _____</td> <td>Website _____</td> </tr> <tr> <td>Emergency Contact Name _____</td> <td>Phone _____</td> </tr> <tr> <td colspan="2">Have you been a Vendor in past Addison events? <input type="checkbox"/> Yes <input type="checkbox"/> No When? _____</td> </tr> </table>		Name _____		Business Name _____		Mailing Address _____		City, State, Zip _____		Phone _____	Vendor On-Site Cell Phone _____	E-mail _____	Website _____	Emergency Contact Name _____	Phone _____	Have you been a Vendor in past Addison events? <input type="checkbox"/> Yes <input type="checkbox"/> No When? _____		<p><Prev Cancel Save Next></p>	
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- e. Special Events Staff Dashboard
 - i. Incorporate maintenance views and forms for Registrations, Users and Roles
 - ii. Incorporate the Events Maintenance View and Form
 - iii. Incorporate the view, form, and map interface for map layout artifacts such as venues and booths
 - iv. Incorporate Collateral Maintenance View and Form
 - v. Incorporate Collaboration View and Form
 - vi. Incorporate RFP Maintenance View and Form
 - vii. Incorporate Google Checkout management and payment reporting components
 - viii. Incorporate Restaurant and Exhibitor Applications Views and Processing Forms
 - ix. Incorporate Contractor Quotations View and Processing Form



The screenshot displays a web application interface with the following components:

- MENU:** A vertical list of navigation options including User Maintenance, Events Maintenance, Venue /Booth Maintenance, RFP Maintenance, Collateral Maintenance, Google Cart and Items, Application Processing, Restaurants (highlighted), Exhibitors, Volunteers & Staff, and Contractor Proposal Processing.
- Applications:** A table with columns for Application, Status, and Due. Above the table is a filter instruction: "Filter by Status, Applicant, Event, Booth".
- Application Processing Form:** A form area with a "Submit" button at the bottom right.
- New Message:** A text input field with a "Send" button below it.
- Collaboration History:** A scrollable list of messages, including:
 - 06/25/2011 3:00 PM – Jimmy James: Thanks, I am expecting the renewal certificate next week, will upload by COB on Friday.
 - 06/25/2011 2:00 PM – Addison Events Team: Please include your updated insurance certificate. The one you uploaded will expire prior to the event.
- Application Viewing Window:** A large empty rectangular area in the center-right of the interface.

Layout example, actual layout, and appearance may vary. Form will have a different appearance.

11. Testing

- a. GTS will test the application at each stage of construction to ensure integrity throughout
- b. GTS will formulate a test plan to ensure that each interface functions properly once it has been transferred to the Addison VMware environment
- c. GTS will test each interface and document the results.

Addison Responsibilities

1. Information Technology

- a. Provide an IBM WebSphere Portal Standard Edition license for a minimum of twenty users for the development environment



PROFESSIONAL SERVICES

- b. Provide a Windows 2008 R2 server license.
 - c. Provide a VMware environment into which to install the Portal Virtual Machine - Requirements are as follows:
 - i. 1 Nehalem Virtual Processor (core)
 - ii. 4GB Ram minimum
 - iii. 50GB OS Drive
 - iv. 1 GBE NIC connection minimum
 - d. Provide a SQL Server instance into which to install the Special Events database.
 - e. Provide any requisite information as may be requested; and provide personnel to perform the incorporation of the VM and database as needed.
 - f. Provide a domain name, web server and DNS mapping to the application
2. Special Events Personnel
- a. Provide the needed documentation, forms, and other collateral that may be needed to create the forms and electronic artifacts for the application build
 - b. Allocate sufficient time to meet with the development team to validate requirements and workflow
 - c. Allocate sufficient time to perform review and testing of implemented interfaces
 - d. Identify a pilot group of external users
 - e. Assist in the documentation of the end-user help
 - f. Report any issues or bugs discovered in reviewing the application to GTS through the GTS issue tracking system



Project Plan

Task	Duration	Start	Finish	Dep	Resource
Special Events Online Automation Application	127.25 days	Wed 6/15/11	Fri 12/9/11		
Infrastructure	2.25 days	Wed 6/15/11	Fri 6/17/11		
Create Virtual Machine	0.25 days	Wed 6/15/11	Wed 6/15/11		Admin
Install Windows 2008	0.5 days	Wed 6/15/11	Wed 6/15/11	3	Admin
Install IBM WebSphere Portal	0.5 days	Wed 6/15/11	Thu 6/16/11	4	Admin
Map DNS	0.25 days	Thu 6/16/11	Thu 6/16/11	5	Admin
Install DIP Suite	0.25 days	Thu 6/16/11	Thu 6/16/11	6	Admin
Create SQL Server Database	0.25 days	Thu 6/16/11	Thu 6/16/11	7	Admin
Configure DIP Suite Dashboard	0.25 days	Fri 6/17/11	Fri 6/17/11	8	Admin
Requirements	5 days	Fri 6/17/11	Fri 6/24/11		
Requirements Finalization	5 days	Fri 6/17/11	Fri 6/24/11	9	Admin
Registration	11 days	Fri 6/24/11	Mon 7/11/11		
Create Schema to Support Registration and Data Security	2 days	Fri 6/24/11	Tue 6/28/11	11	Dev
Self Service Registration	5 days	Tue 6/28/11	Tue 7/5/11	13	Dev
Test Registration	2 days	Tue 7/5/11	Thu 7/7/11	14	Test
Fix Issues	2 days	Thu 7/7/11	Mon 7/11/11	15	Dev
Events & Venues	14 days	Mon 7/11/11	Fri 7/29/11		
Create Schema	2 days	Mon 7/11/11	Wed 7/13/11	16	Dev
Event Form	1 day	Wed 7/13/11	Thu 7/14/11	18	Dev
Events View	0.5 days	Thu 7/14/11	Thu 7/14/11	19	Dev
Venue Layout Tool	1 day	Thu 7/14/11	Fri 7/15/11	20	Dev
Map Artifact form for booths	1 day	Fri 7/15/11	Mon 7/18/11	21	Dev
Map Artifact View	0.5 days	Mon 7/18/11	Tue 7/19/11	22	Dev
Map Drawing tool	5 days	Tue 7/19/11	Tue 7/26/11	23	Dev
Test	1 day	Tue 7/26/11	Wed 7/27/11	24	Test
Fix Issues	2 days	Wed 7/27/11	Fri 7/29/11	25	Dev
Application Processing	13 days	Fri 7/29/11	Wed 8/17/11		
Create Schema	2 days	Fri 7/29/11	Tue 8/2/11	26	Dev
Restaurant Application	1 day	Tue 8/2/11	Wed 8/3/11	28	Dev
Restaurant Application Processing Form	1 day	Wed 8/3/11	Thu 8/4/11	29	Dev
Exhibitor Application	0.5 days	Thu 8/4/11	Thu 8/4/11	30	Dev
Exhibitor Application Processing Form	1 day	Thu 8/4/11	Fri 8/5/11	31	Dev
Volunteer Application	0.5 days	Fri 8/5/11	Mon 8/8/11	32	Dev
Volunteer Application	1 day	Mon 8/8/11	Tue 8/9/11	33	Dev



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Task	Duration	Start	Finish	Dep	Resource
Processing Form					
Staff Application	0.5 days	Tue 8/9/11	Tue 8/9/11	34	Dev
Staff Application Processing Form	0.5 days	Tue 8/9/11	Wed 8/10/11	35	Dev
My Applications Views	1 day	Wed 8/10/11	Thu 8/11/11	36	Dev
Staff Application Processing Views	1 day	Thu 8/11/11	Fri 8/12/11	37	Dev
Test	1 day	Fri 8/12/11	Mon 8/15/11	38	Test
Fix Issues	2 days	Mon 8/15/11	Wed 8/17/11	39	Dev
Google Checkout	12 days	Wed 8/17/11	Fri 9/2/11		
Create Schema	2 days	Wed 8/17/11	Fri 8/19/11	40	Dev
Google Checkout Items Form	1 day	Fri 8/19/11	Mon 8/22/11	42	Dev
Google Checkout Items View	1 day	Mon 8/22/11	Tue 8/23/11	43	Dev
Google Checkout Implementation	3 days	Tue 8/23/11	Fri 8/26/11	44	Dev
Google Checkout Reports	2 days	Fri 8/26/11	Tue 8/30/11	45	Dev
Test	1 day	Tue 8/30/11	Wed 8/31/11	46	Test
Fix Issues	2 days	Wed 8/31/11	Fri 9/2/11	47	Dev
Contractor Management	10 days	Fri 9/2/11	Fri 9/16/11		
Create Schema	2 days	Fri 9/2/11	Tue 9/6/11	48	Dev
RFP Form	1 day	Tue 9/6/11	Wed 9/7/11	50	Dev
RFPs View for Contractors	0.5 days	Wed 9/7/11	Wed 9/7/11	51	Dev
RFP Maintenance View for Staff	0.5 days	Wed 9/7/11	Thu 9/8/11	52	Dev
Contractor Quotation Form	1 day	Thu 9/8/11	Fri 9/9/11	53	Dev
My Quotations View for Contractors	0.5 days	Fri 9/9/11	Fri 9/9/11	54	Dev
Quotation Processing Form	1 day	Fri 9/9/11	Mon 9/12/11	55	Dev
Quotation Processing View for Staff	0.5 days	Mon 9/12/11	Tue 9/13/11	56	Dev
Test	1 day	Tue 9/13/11	Wed 9/14/11	57	Test
Fix Issues	2 days	Wed 9/14/11	Fri 9/16/11	58	Dev
Collateral Management	7 days	Fri 9/16/11	Tue 9/27/11		
Create Schema	1 day	Fri 9/16/11	Mon 9/19/11	59	Dev
Collateral Management Form	1 day	Mon 9/19/11	Tue 9/20/11	61	Dev
Collateral Maintenance View	1 day	Tue 9/20/11	Wed 9/21/11	62	Dev
Collateral View for End-Users	1 day	Wed 9/21/11	Thu 9/22/11	63	Dev
Test	1 day	Thu 9/22/11	Fri 9/23/11	64	Test
Fix Issues	2 days	Fri 9/23/11	Tue 9/27/11	65	Dev
Collaboration	3 days	Tue 9/27/11	Fri 9/30/11		
Create Schema	0.5 days	Tue 9/27/11	Tue 9/27/11	66	Dev



PROFESSIONAL SERVICES

Task	Duration	Start	Finish	Dep	Resource
Collaboration Message Form	0.5 days	Tue 9/27/11	Wed 9/28/11	68	Dev
Collaboration Messages View(s)	0.5 days	Wed 9/28/11	Wed 9/28/11	69	Dev
Test	0.5 days	Wed 9/28/11	Thu 9/29/11	70	Test
Fix Issues	1 day	Thu 9/29/11	Fri 9/30/11	71	Dev
Dashboards	27.5 days	Wed 9/28/11	Mon 11/7/11		
Restaurants Dashboard	5.5 days	Wed 9/28/11	Thu 10/6/11		
Menu	0.5 days	Wed 9/28/11	Thu 9/29/11	70	Dev
Wire Components	1 day	Thu 9/29/11	Fri 9/30/11	75	Dev
Test all components	1 day	Fri 9/30/11	Mon 10/3/11	76	Dev
Fix any issues	2 days	Mon 10/3/11	Wed 10/5/11	77	Dev
Regression test	1 day	Wed 10/5/11	Thu 10/6/11	78	Dev
Exhibitors Dashboard	5.5 days	Thu 10/6/11	Thu 10/13/11		
Menu	0.5 days	Thu 10/6/11	Thu 10/6/11	79	Dev
Wire Components	1 day	Thu 10/6/11	Fri 10/7/11	81	Dev
Test all components	1 day	Fri 10/7/11	Mon 10/10/11	82	Dev
Fix any issues	2 days	Mon 10/10/11	Wed 10/12/11	83	Dev
Regression test	1 day	Wed 10/12/11	Thu 10/13/11	84	Dev
Volunteers and Staff Dashboard	5.5 days	Thu 10/13/11	Fri 10/21/11		
Menu	0.5 days	Thu 10/13/11	Fri 10/14/11	85	Dev
Wire Components	1 day	Fri 10/14/11	Mon 10/17/11	87	Dev
Test all components	1 day	Mon 10/17/11	Tue 10/18/11	88	Dev
Fix any issues	2 days	Tue 10/18/11	Thu 10/20/11	89	Dev
Regression test	1 day	Thu 10/20/11	Fri 10/21/11	90	Dev
Contractor Dashboard	5.5 days	Fri 10/21/11	Fri 10/28/11	91	
Menu	0.5 days	Fri 10/21/11	Fri 10/21/11		Dev
Wire Components	1 day	Fri 10/21/11	Mon 10/24/11	93	Dev
Test all components	1 day	Mon 10/24/11	Tue 10/25/11	94	Dev
Fix any issues	2 days	Tue 10/25/11	Thu 10/27/11	95	Dev
Regression test	1 day	Thu 10/27/11	Fri 10/28/11	96	Dev
Special Events Staff Dashboard	5.5 days	Fri 10/28/11	Mon 11/7/11		
Menu	0.5 days	Fri 10/28/11	Mon 10/31/11	92	Dev
Wire Components	1 day	Mon 10/31/11	Tue 11/1/11	99	Dev
Test all components	1 day	Tue 11/1/11	Wed 11/2/11	100	Dev
Fix any issues	2 days	Wed 11/2/11	Fri 11/4/11	101	Dev
Regression test	1 day	Fri 11/4/11	Mon 11/7/11	102	Dev
Move System to Addison	4 days	Mon 11/7/11	Fri 11/11/11		
Copy VM to Addison Datastore	0.5 days	Mon 11/7/11	Mon 11/7/11	103	Admin
Inventory System	0.5 days	Mon 11/7/11	Tue 11/8/11	105	Admin



PROFESSIONAL SERVICES

Task	Duration	Start	Finish	Dep	Resource
Copy Database to Addison SQL Server	0.5 days	Tue 11/8/11	Tue 11/8/11	106	Admin
Modify Connection Document	0.5 days	Tue 11/8/11	Wed 11/9/11	107	Admin
Test entire System	2 days	Wed 11/9/11	Fri 11/11/11	108	Admin
Pilot	20 days	Fri 11/11/11	Fri 12/9/11		
Create Pilot Plan	2 days	Fri 11/11/11	Tue 11/15/11	109	Admin
Run Pilot	10 days	Tue 11/15/11	Tue 11/29/11	111	Admin
Fix any Issues	5 days	Tue 11/29/11	Tue 12/6/11	112	Dev
Regression Test Issues	3 days	Tue 12/6/11	Fri 12/9/11	113	Admin
Go Live	0 days	Fri 12/9/11	Fri 12/9/11	114	Admin

Pricing

Pricing Below is Valid for 180 Days.

1. DIP Suite Application Specific License for Special Events	\$15,000.00
2. <u>Firm Fixed Price Development Services</u>	<u>\$32,000.00</u>
Total	\$48,500.00

Council Agenda Item: #R8

AGENDA CAPTION:

Presentation, discussion and consideration of approval of a Professional Services Agreement with Nathan D. Maier Consulting Engineers, Inc. for an amount not to exceed \$33,853.00 for the design of certain public infrastructure (including channel improvements and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1D), and authorizing the City Manager to execute the Agreement.

FINANCIAL IMPACT:

Funding established by Certificates of Obligation for Vitruvian Park (From the \$3,630,056 Allocated for Phase 1D by the Master Facilities Agreement, Revised Exhibit "C1").

BACKGROUND:

The contract for Phase 1C was the design of Vitruvian Park downstream of the eastern boundary of the Vitruvian Park development. However as Phase 1D and the associated Bella Lane Bridge nears completion, it is apparent that the grades established for the bridge do not tie into the existing contours upstream of the Vitruvian Park development. This area if not improved will continue to erode and fill Vitruvian Park with sediment. This is complicated by the fact that this area is not controlled by UDR, Inc. and is not located within the corporate boundaries of the Town of Addison, but in Farmers Branch. Additionally, the north bank is owned by Lakeview at Parkside apartment complex whereas the south side is owned by Parish Day School. The area is also located under an Oncor transmission and distribution easement and is located within jurisdictional waters as defined by the US Army Corps of Engineers. Because of the complex nature of this area and the parties involved, staff has requested the attached proposal from Nathan D. Maier Consulting Engineers, Inc. to study the area and prepare drawings for use in discussions with all applicable parties.

RECOMMENDATION:

Staff recommends approval subject to the approval of the City Attorney.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Take actions to make Addison a leader in sustainable development and operations that protect and enhance the Town's quality of life

ATTACHMENTS:

Description:

[Contract Form](#)

[Cost Analysis](#)

Type:

Exhibit

Exhibit

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS Agreement for Professional Services ("Agreement") is entered into the _____, by and between the TOWN OF ADDISON, TEXAS, hereinafter referred to as the "City", and Nathan D. Maier Consulting Engineers, Inc., a Texas corporation, hereinafter referred to as "Company".

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

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

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

ARTICLE I

GENERAL

The Company shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all Services set forth in Article II hereof for the City in accordance with the terms, conditions and provisions of the Scope of Services,

attached hereto as Exhibit "A" and incorporated herein for all purposes, and all of the terms, conditions, and provisions of this Agreement. The City may, at any time, stop any Services by the Company upon giving the Company written notice. Company shall be bound to City by the terms, conditions and responsibilities toward the City for Company's services set forth in this Agreement.

Company shall serve as City's design professional and engineering representative for the project for which the Services are being provided by Company, providing professional engineering services, consultation and advice with respect thereto. Company's work and services consist of that work and services performed by Company and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants.

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

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

Company will use its professional skill, judgment and abilities in the performance of its work and Services hereunder, and all work and Services performed under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the engineering profession currently practicing in the same locality in

which the work and Services hereunder are being provided under similar conditions. Company shall re-perform and otherwise remedy any work or Services provided by or for Company not meeting or satisfying this standard of care without additional compensation. Further, Company shall perform all services in accordance with, and Company's work product shall comply with, any applicable law, rule, statute, ordinance, regulation, standard, policy or order of any federal, state or local governmental entity or agency having jurisdiction over any matter related to this Agreement or the project for which the Services are being provided by the Company. Company shall be wholly and solely responsible for any work or Services provided by any officer, employee, agent, representative, contractor or subcontractor of Company.

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

Notwithstanding anything to the contrary in this Agreement, the Company is and shall be construed to be an independent contractor exercising control over its work and services and the manner in which it is performed. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, a joint enterprise relationship, or to allow the City to exercise discretion or control over the professional manner in which the Company performs the work and Services which are the subject matter of this Agreement; provided always however that the work and Services to be provided by Company shall be provided in a manner consistent with all applicable laws, standards, rules and regulations

governing such work and Services. The method and manner in which Company's work and Services hereunder shall be performed shall be determined by Company in its sole discretion. The officers, employees, agents, and representatives of, and the methods, equipment and facilities used by, the Company shall at all times be under the Company's exclusive direction and control.

ARTICLE II

SERVICES

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

PREPARATION OF ALL PLANS, SPECIFICATIONS, DRAWINGS, DESIGNS, DOCUMENTS, REPORTS, RECORDS, OTHER WORK PRODUCT, AND ESTIMATES NECESSARY FOR THE VITRUVIAN PARK UPSTREAM HYDRAULIC ANALYSIS AND GRADING MODIFICATION DESCRIBED IN THE SCOPE OF SERVICES ATTACHED HERETO AS EXHIBIT "A".

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

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

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

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

E. Notwithstanding City's review, approval, or acceptance of, or payment for, any plans, drawings, specifications, or any other work product or Services of Company, Company warrants and represents that (i) such plans, drawings, specifications, and other work product or Services (and including, without limitation, as the same may be amended or supplemented by Company), (i) shall be sufficient and adequate for the project and fit for the purposes for which they are intended, and (ii) shall, to the best of Company's knowledge, information and belief as a civil engineer performing the practice of civil engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error, and shall be satisfactory to

City. In accordance with the standard of care set forth herein, Company agrees that if it shall recommend unsuitable materials in connection with the project for which the Services are being provided by the Company or this Agreement or if the design of the project should be defective in any way, Company will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Company's recommendation of unsuitable materials or defective design.

ARTICLE III

PAYMENT

A. City shall pay Company for all Services authorized in writing and properly performed by Company on the basis herein described, subject to additions or deletions for changes or extras agreed upon in writing, and subject to the City's right to withhold payment pursuant to the terms of this Agreement.

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

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

1. Company is in default of any of its obligations under this Agreement or any other documents in connection with the Services or the project (and payment may be withheld to the extent of any such default);

2. Any part of such payment is attributable to any work or Services of Company which are not performed in accordance with this Agreement;

3. Company has failed to make payment promptly to subcontractors or consultants or other third parties used by Company in connection with Company's Services or other work hereunder for which the City has made payment to Company; or

4. If City, in its good faith judgment and after consultation with Company, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Company's Services or other work under this Agreement, no additional payments will be due Company hereunder unless and until Company performs a sufficient portion of its Services so that such portion of the compensation remaining unpaid is determined by City to be sufficient to complete the Company's Services or other work.

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

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

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

ARTICLE IV

TIME FOR PERFORMANCE

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

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

C. No allowance of any extension of time, for any cause whatsoever, shall be claimed by or made to the Company, unless Company shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Company have agreed in writing upon the allowance of additional time to be made.

ARTICLE V

DOCUMENTS

A. All instruments of service (including all plans, specifications, drawings, reports, information, designs, documents, computations, computer programs, estimates, surveys, other

data or work items, etc., in whatever form or format (whether electronic or otherwise)) prepared by or for Company under or in connection with this Agreement shall be submitted for approval of the City. All instruments of service shall be professionally sealed as may be required by law or by City.

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

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

D. All documents or other instruments of service supplied by or on behalf of Company to City as provided herein shall be in Microsoft Word 2003 or compatible with Microsoft Word 2003.

ARTICLE VI

TERMINATION

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

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

instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

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

In the event of such termination, City may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the Company.

C. Should the City require a modification of this Agreement, and in the event City and Company fail to agree upon such modification, either City or Company shall have the option in their respective sole discretion of terminating this Agreement. In the event of such termination, payment to Company shall be made by the City in accordance with the terms of this Agreement, for the Services mutually agreed upon by the City and the Company to be properly performed by the Company prior to such termination date. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

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

ARTICLE VII

INSURANCE

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

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

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

3. Company shall provide Commercial General Liability Insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate) and contractual liability. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance.

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

to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and for the four year period thereafter.

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

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

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

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

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

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

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

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

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

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

C. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to the City simultaneously with the execution of this Agreement, and shall contain provisions representing and warranting the following:

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

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

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

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

ARTICLE VIII

COMPANY'S INDEMNIFICATION OBLIGATION

Company covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an “Addison Person” and collectively the “Addison Persons”), from and

against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability and suits, of any kind and nature whatsoever, made upon any Addison Person, whether directly or indirectly, (collectively, the “Claims”), that arise out of, result from, or relate to an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Company or the Company’s agent, consultant under contract, or another entity over which the Company exercises control. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF AN ADDISON PERSON. However when Claims arise out of the co-negligence of an Addison Person and the Company or any Company Persons, Company’s liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Addison Person or Persons’ proportionate share of the negligence that caused the loss attributable to such negligence. Likewise, Company’s liability for Addison Person’s defense costs and attorneys’ fees shall be reduced by that portion of the defense costs and attorneys’ fees equal to Addison Person or Persons’ proportionate share of the negligence that caused the loss attributable to such negligence.

Company shall promptly advise the City in writing of any claim or demand against any Addison Person or Company related to or arising out of Company's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Company's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons’ option and at own expense, to participate in such defense without

relieving Company of any of its obligations hereunder. The provisions of any defense, indemnity, and hold harmless obligation set forth in this Agreement shall survive the termination or expiration of this Agreement.

ARTICLE IX

COMPANY INDEMNIFICATION FOR EMPLOYEES

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

ARTICLE X

ASSIGNMENT

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

ARTICLE XI

APPLICABLE LAWS; GOVERNING LAW; VENUE

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

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

ARTICLE XII

ADJUSTMENTS IN SERVICES

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

ARTICLE XIII

EXECUTION BECOMES EFFECTIVE

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

ARTICLE XIV

AGREEMENT AMENDMENTS

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

ARTICLE XV

GENDER AND NUMBER; HEADINGS

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

ARTICLE XVI

NOTICES AND AUTHORITY

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

B. The City agrees to send all notices required under this Agreement to the Company at 8080 Park Lane, Suite 600, Dallas, TX 75231.

C. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received. From time to time either party may designate another address within the 48 contiguous states of the United States for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

D. The undersigned officers and/or agents of each of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties.

ARTICLE XVII

MISCELLANEOUS

A. No Third Party Benefits. This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

B. Rights and Remedies Cumulative; No Waiver; Survival of Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or authority given to it by this Agreement, or to insist upon strict compliance with the terms of this

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

C. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable term or provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable term or provision herein, the parties agree to seek to negotiate the insertion of a term or provision as similar in its terms to such illegal, invalid or unenforceable term or provision as may be possible, with the intent that such added term or provision is legal, valid and enforceable.

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

E. Force Majeure. Neither party is liable to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threats of terrorism, or other events or reasons of a like nature which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party ("Event of Force Majeure"); in such event, the party obligated to perform give the other party prompt notice of such delay and the

performance of this Agreement shall be excused for the period of such delay. If such an event necessitates a change in the time required for performance of any act or services hereunder, subject to the other terms and provisions of this Agreement, the parties shall make an equitable adjustment of the schedule and price; provided, however, that the party obligated to perform shall continue to promptly perform all of its obligations under this Agreement while the parties are determining the nature and extent of any such adjustments.

F. Authorized Signatories. The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

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

TOWN OF ADDISON, TEXAS

**NATHAN D. MAIER CONSULTING
ENGINEERS, INC.**

By: _____
Ron Whitehead, City Manager

By: _____
_____, President

Date: _____

Date: _____

ATTEST:

By: _____
Lea Dunn, City Secretary



June 3, 2011

Town of Addison
ATTN: Mr. Clay Barnett, P.E.
Addison Service Center
16801 Westgrove Drive
Addison, TX 75001

**RE: *Vitruvian Park
Upstream Hydraulic / Grading Modifications – Farmers Branch Creek***

Dear Mr. Barnett:

Nathan D. Maier Consulting Engineers, Inc. (NDM) is pleased to present this proposal to The Town of Addison (The Town) for engineering services associated with evaluating the hydraulic conditions at the upstream limits of the Vitruvian Park and developing plans to transition the existing channel slopes to the new (bridge abutment) structures. The proposed services include evaluation of hydraulic conditions, recommendations for transition improvements, development of plans for transition improvements and assistance with regulatory improvements. Specifically, our scope of services includes the following:

SCOPE OF SERVICES

The scope of services for this project is divided into six specific tasks:

1. Project coordination and meetings.
2. A field reconnaissance will be performed to document existing conditions. The Town will provide NDM will previous topographic information taken during the Vitruvian Park design phase.
3. Hydraulic Evaluation of Farmer's Branch Creek related to prior submittals and potential impacts of transition improvements.
4. Development of plans and sections for transition improvements.
5. Assistance with regulatory permitting and submittals related to the USACE and the City of Farmers Branch.
6. Develop conceptual cost opinions for the transition improvements.



TASK 1 – Meetings and Coordination

NDM will provide project coordination and attend up to 2 meetings related to the overall project status.

TASK 2 – Field Reconnaissance and Survey

The Town shall secure right-of-entry permission for Task 2 services. NDM will perform a field reconnaissance to determine the condition of the existing improvements and surrounding area. This will include a review of improvements plans and previous topographical survey (provided by The Town) from the Vitruvian Park design. NDM will field survey property corners for the purposes of establishing data necessary for future easement development.

TASK 3 – HYDRAULIC ANALYSIS

NDM will utilize the model previously developed by Icon Engineers as the baseline model. NDM will review the model to determine the conditions approved by FEMA in the existing CLOMR. In the event that the hydraulic review results in findings that are not consistent with necessary transition improvements, NDM will perform additional hydraulic modeling to reflect necessary transition improvements. The results of these analyses will be summarized in a letter report and provided to the Town. The goal will be to provide improvements that do not cause an increase in regulatory elevations nor necessitate the need for a new CLOMR submittal.

TASK 4 – PRELIMINARY TRANSITION PLAN DEVELOPMENT

Based on the hydraulic results, NDM will develop preliminary transition improvement plans. The preliminary plans will provide plan views, cross-sections, conceptual details, and location of any additional easements required for the project construction. The preliminary plans will be provided to The Town for review and comment. NDM will make appropriate modifications to provide a final preliminary plan set and prepare an opinion of probable cost.

TASK 5 – REGULATORY PERMITTING AND SUBMITTALS

NDM will prepare information for submittal to the USACE and the City of Farmers Branch. The final preliminary plans will be the basis for these submittals. The scope of services does not include any submittals to FEMA for the City of Farmers Branch related to a new CLOMR. The task does not include submittals to the USACE for any new permit. This task is limited to the following activities:

1. Coordination with representatives of the USACE to gain approval of the transition improvements within the limits of the existing permit.
2. Submittal of a letter report to the City of Farmers Branch to identify the impacts of the transition improvements on upstream areas.



TASK 6 – CONSTRUCTION PLANS

Following the receipt of approvals identified in Task 5, NDM will prepare construction plans and easement documents for the project. This will include modifications required to the final preliminary plans required due the regulatory submittals and additional details required for the construction plans. This task assumes that no additional geotechnical data will be required for the plan development. NDM will submit 90% plans to The Town for review and approval. This submittal will include an opinion of probable cost, draft contract documents, and technical specifications. Following The Town's review and approval, NDM will provide final plans and technical specifications required complete the construction work.

COMPENSATION

NDM will perform these services for the lump sum fee of **\$33,853.00**

Invoices will be submitted monthly on or around the first of each month for services rendered and for reimbursable expenses incurred. Invoices for services are due within thirty (30) days of receipt.

Reimbursable expenses, if any, including mileage, reproduction, and delivery costs will be billed at the rate of actual cost plus 15 percent. Reimbursable expenses are not included in the lump sum fee.

ADDITIONAL SERVICES

Any services not specifically named in the Scope of Services shall be considered Additional Services. Additional Services required from NDM that may arise and are not outlined above shall be performed on an hourly basis according to the attached "Schedule of Fees and Charges". The proposed services are based on the following conditions:

1. The Town of Addison will acquire all permissions for right-of-entry.
2. All work will be based on topographic information provided by The Town. Any topographic field survey performed by NDM is specifically excluded from this scope.
3. The scope of services assumes no additional submittals to regulatory agencies beyond the services specifically stated in Task 4.
4. All necessary geotechnical information requested by NDM will be provided by The Town through their geotechnical consultant.
5. The services do not include any bidding or construction review services.

TERMINATION OF SERVICES



In connection with the services to be provided to you by NDM, we agree that you may cancel or indefinitely suspend further work or terminate this agreement, or any portion of it, upon written notice of thirty (30) days to NDM, with the understanding that immediately upon receipt of such notice, all work being performed under this proposal or any portion of it shall cease. Before the end of such thirty day period, NDM shall provide an invoice for all work completed and shall be compensated in accordance for all work accomplished by us prior to the receipt of such notice.

GOVERNING LAW

The law of the State of Texas shall govern this agreement. The venue for any disputes arising from services provided under this contract shall be Dallas County, Texas.

ACCEPTANCE

If you have any questions or comments, please give me a call. We appreciate this opportunity to submit this proposal to you and look forward to this project. If you are in agreement with the contents of this proposal, please return one signed copy to our office.

Sincerely,

NATHAN D. MAIER
CONSULTING ENGINEERS, INC.

A handwritten signature in black ink, appearing to read "B. LaFoy", is written over the typed name of Brian J. LaFoy.

Brian J. LaFoy, P.E.
Vice President

This proposal is accepted:

By: _____

Date: _____

Title: _____



ATTACHMENT "A"

NATHAN D. MAIER
CONSULTING ENGINEERS, INC

SCHEDULE OF FEES AND CHARGES

The following Schedule of Fees and Charges shall be modified on January 1, 2012.

Principal	\$115.00 - \$215.00 / hour
Expert Testimony (Trial and Depositions)	\$350.00 - \$500.00 / hour
Expert Testimony (Preparation Work)	\$250.00 - \$350.00 / hour
Registered Engineer	\$85.00 - \$215.00 / hour
Registered Surveyor	\$85.00 - \$140.00 / hour
Engineer-in-training	\$75.00 - \$95.00 / hour
Senior Designers	\$70.00 - \$105.00 / hour
Technician	\$60.00 - \$87.00 / hour
Drafter	\$45.00 - \$70.00 / hour
Field Party	\$145.00 / hour
Secretarial/Word Processing	\$59.00 / hour
Construction Manager	\$100.00 - \$190.00/ hour
Construction Inspector	\$70.00 - \$95.00 / hour
Emergency Services	\$150.00 - \$225.00 / hour

Reimbursables

1. Direct costs, such as reproductions, equipment rental, delivery services, travel expenses, or subcontractor services will be billed at actual cost plus 15%.
2. Unless otherwise stated, statements will be submitted monthly for charges incurred during the month and payments will be due within thirty (30) days following receipt of the statements.

Effective January 1, 2011

PHASE 1D COST ANALYSIS
6/21/2011

Phase 1D Design & Construction Costs		<u>\$ 3,630,056.00</u>
Professional Services Fees		
Halff Associates	\$ (23,700.00)	
Halff Associates	\$ (370,000.00)	
Halff Associates	\$ (52,000.00)	
Halff Associates	\$ (25,000.00)	
Nathan D. Maier (Upstream Grading C	<u>\$ (33,853.00)</u>	
Total Professional Services Fees		\$ (504,553.00)
Construction		
Original Contract	\$ (4,522,112.79)	
Change Order #1	\$ (76,963.26)	
Change Order #2	\$ (102,892.16)	
Change Order #3 (Pending)	<u>\$ 53,224.60</u>	
Total Construction		\$ (4,648,743.61)
Construction Phase Services		
Kleinfelder (2%)	\$ (92,974.87)	
Halff Associates (2%)	\$ (92,974.87)	
UDR (8%)	<u>\$ (215,836.64)</u>	
Total Construction Phase Services		\$ (401,786.39)
Revenue		
Dallas County	\$ 700,000.00	
UDR, Inc. (Funding #1)	\$ 1,046,676.24	
UDR, Inc. (Funding #2)	\$ 97,403.25	
UDR, Inc. (Funding #3)	<u>\$ 106,706.06</u>	
Total Revenue		<u>\$ 1,950,785.55</u>
Remaining Funds		\$ 25,758.55