

TOWN OF ADDISON, TEXAS

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR PROFESSIONAL LANDSCAPE ARCHITECTURE AND PLANNING SERVICES BETWEEN THE TOWN OF ADDISON AND MOORE IACOFANO GOLTSMAN, INC. FOR PARKS, RECREATION AND OPEN SPACE MASTER PLAN IN AN AMOUNT NOT TO EXCEED \$125,000.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1.** The Agreement for Professional Landscape Architecture and Planning Services between the Town of Addison and Moore Iacofano Goltsman, Inc., for Parks, Recreation and Open Space Master Plan in an amount not to exceed \$125,000.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

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

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 12<sup>th</sup> day of December, 2017.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

By: \_\_\_\_\_  
Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

# EXHIBIT A

**AGREEMENT  
BETWEEN  
THE TOWN OF ADDISON, TEXAS  
AND  
MOORE IACOFANO GOLTSMAN, INC.**

**FOR**

**PROFESSIONAL LANDSCAPE ARCHITECTURE AND PLANNING  
SERVICES**

Made as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2017,

BETWEEN the Town: The Town of Addison, Texas  
5300 Beltline Rd.  
Addison, Texas Zip Code  
Telephone: (972) 450-7001

and the Consultant: Moore Iacofano Goltsman, Inc.  
815 SW 2<sup>nd</sup> Avenue, STE 200  
Portland, OR  
Telephone: (503)297-1005

for the following Project: Parks, Recreation and Open Space Master Plan

The Town and the Consultant agree as set forth below.

**THIS AGREEMENT** is made and entered by and between the **Town of Addison, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "Town," and, Moore Iacofano Goltsman, Inc., hereinafter referred to as MIG or "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

**WHEREAS**, the Town desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, landscape architectural and planning services related to the Parks, Recreation and Open Space Master Plan within the Town of Addison, Texas; hereinafter referred to as "Project"; and

**WHEREAS**, the Consultant desires to render such professional engineering services for the Town upon the terms and conditions provided herein.

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**ARTICLE 1  
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional landscape architecture and planning services in connection with the Parks, Recreation and Open Space Master Plan. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in **Exhibit “A,”** which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in **Exhibit “A,”** in the form of written change orders, may be authorized from time to time by the Town.
  - 1.2.1 **Requirement of Written Change Order** – “Extra” work, or “claims” invoiced as “extra” work, or “claims” which have not been issued as a duly executed, written change order by the Addison City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written change order shall be preceded by the Addison Town Council's authorization for the Addison City Manager to execute said change order.
  - 1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE ADDISON CITY MANAGER.** Project Managers, Superintendents, and/or Inspectors of the Town are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit “B”** and incorporated herein by reference for all purposes, but in no event shall the Project be completed and invoiced any later than **September 30, 2018.**

- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit “B.”**

**ARTICLE 2  
THE CITY’S RESPONSIBILITIES**

Town shall do the following in a timely manner so as not to delay the services of Consultant:

- 2.1 **Project Data** – The Town shall furnish required information that is currently has in its possession, as expeditiously as necessary for the orderly progress of the work, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.
- 2.2 **Town Project Manager** – The Town shall designate, when necessary, a representative authorized to act on the Town’s behalf with respect to the Project (the “Project Manager”). The Town or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant’s services. The Project Manager is not authorized to issue verbal or written change orders for “extra” work or “claims” invoiced as “extra” work.

**ARTICLE 3  
CONSULTANT’S COMPENSATION**

- 3.1 **Compensation for Consultant’s Services** – As described in “Article 1, Consultant’s Services,” compensation for this Project shall be on lump sum not to exceed **One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00)**, (“Consultant’s Fee”) and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in **Exhibit “B.”** **The final five percent (5%) of the Consultant’s Fee, or Six Thousand Two Hundred Fifty and 00/100 Dollars (\$6,250.00), shall not be paid until the Consultant has completed all of the services described in Exhibit “A” and delivered to the Town all of the documents, reports, plans, data, maps, and/or other information required in Exhibit “A.”**
- 3.1.1 **Completion of Project Close-out Drawings** – Town and Consultant agree that the completion of the Project Close-out Drawings, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the Town prior to payment of the **final five percent (5%) of the**

**Consultant's Fee, Six Thousand Two Hundred Fifty and 00/100 Dollars (\$6,250.00)**, The electronic formatting shall be consistent with the standards established in Town of Addison Guidelines and shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.

- 3.1.2 **Disputes between Town and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the "Contractor") and the Town, and upon receipt of a written request by Town, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for the Town to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the Town, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the Town. Town and Consultant agree that if requested by the Town, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.
- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Consultant shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Consultant shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by such agencies at no additional charge to Town.
- 3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in **Exhibit "B,"** and consistent with **Exhibit "C,"** Town of Addison Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for

the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said overpayment.

- 3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in **Exhibit “A”** of this Agreement. If authorized in writing by the Town, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph (“Additional Services”). These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit “A.”**
  - 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit “A.”** Drafts or revisions required as the result of errors or omissions by the Consultant shall not be considered Additional Services, but shall fall within the Scope of Services.
  - 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit “A.”**
  - 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit “A.”**
  - 3.3.5 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.
  - 3.3.6 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to Town.

**Hourly Billable Rates by Position**

<b>Position</b>	<b>Hourly Rate</b>
Principal	\$195
Project Manager	\$140
Consulting Principal 1	\$205
Consulting Principal 2	\$185
ADA/GIS Specialist	\$150
Urban/Tech Planner	\$145
Park & Recreation Planner	\$105
Landscape Architect/Assoc.	\$95
Project Associate	\$85
Graphics Designer	\$75
Project Assistant	\$65
Project Administrator	\$70

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town monthly or upon completion of each task as defined in **Exhibit B**. On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21<sup>st</sup>) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice,

reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

- 3.7 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10<sup>th</sup>) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 2251, Subchapter “D” (“Remedy for Nonpayment”) of the *Texas Government Code*. The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant’s services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant’s compensation shall be equitably adjusted as approved by Town. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant’s compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

**ARTICLE 4  
OWNERSHIP OF DOCUMENTS**

- 4.1 **Documents Property of the Town** – The Project is the property of the Town, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without Town's prior written consent. Town shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit "A."** Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit "A"** to reflect changes while working on the Project and promptly furnish the same to the Town in an acceptable electronic format. All such reproductions shall be the property of the Town who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that Town is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the Town and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

**ARTICLE 5  
CONSULTANT'S INSURANCE REQUIREMENTS**

- 5.1 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit "D,"** Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death,

property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

- 5.2 **Required General Liability Insurance** - Consistent with the terms and provisions of **Exhibit "D,"** Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit "D,"** Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If Project size and scope warrant, and if identified on the checklist located in **Exhibit “D,”** Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to the Town, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of **Exhibit “F,”** such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

#### **ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS**

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the Town as indicated in Article 3.4. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

#### **ARTICLE 7 AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE**

The Consultant agrees that at any time during normal business hours and as often as the Town may deem necessary, Consultant shall make available to representatives of the Town for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the Town to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirement, which is repeated on the Affidavit, attached hereto as **Exhibit “E”** and incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto as **Exhibit “E”**. Consultant understands

and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit "F"** and incorporated herein for all purposes.

If the Agreement is required to go to the Town Council for approval, then the Consultant shall execute and deliver to the Town the Form 1295 Certificate of Interested Parties, as required by section 2252.908, Texas Government Code, as amended, prior to the Town's execution of this Agreement.

#### **ARTICLE 8 TERMINATION OF AGREEMENT / REMEDIES**

Town may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If Town terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the Town is required to pay in order to finish the Project. On any default and/or breach by Consultant, Town may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If Town terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the Town in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to Town all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

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 rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**ARTICLE 9  
DISPUTE RESOLUTION / MEDIATION**

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator.

**ARTICLE 10  
INDEMNITY**

CONSULTANT SHALL HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS TOWN COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF PROFESSIONAL SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE TOWN (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE

WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THIS INDEMNIFICATION SHALL EXTEND TO THE PAYMENT OR REIMBURSEMENT OF THE TOWN'S REASONABLE ATTORNEY'S FEES AND ASSOCIATED COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

CONSULTANT SHALL PROMPTLY NOTIFY TOWN OF THE DEFENSE COUNSEL RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER, AND TIMELY NOTIFY TOWN OF ANY AND ALL LEGAL ACTIONS TAKEN BY THE DEFENSE COUNSEL REGARDING ANY AND ALL CLAIMS.

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## **ARTICLE 11 NOTICES**

Consultant agrees that all notices or communications to Town permitted or required under this Agreement shall be delivered to Town at the following addresses:

**Janna Tidwell, Assistant Director of Parks  
16801 Westgrove Drive  
Addison, TX 75001  
972.450.2869 office**

Town agrees that all notices or communication to Consultant permitted or required under this Agreement shall be delivered to Consultant at the following addresses:

**Cindy Mendoza, Senior Project Manager  
815 SW 2<sup>nd</sup> Avenue, STE 200  
Portland, OR 97204  
503.297.1005 office**

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

**ARTICLE 12  
MISCELLANEOUS**

- 12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modifies except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:
- 12.1.1 **Exhibit “A,”** Scope of Services.
- 12.1.2 **Exhibit “B,”** Compensation Schedule / Project Billing / Project Budget.
- 12.1.3 **Exhibit “C,”** Town of Addison Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
- 12.1.6 **Exhibit “D,”** Town of Addison Contractor Insurance Requirements.
- 12.1.7 **Exhibit “E,”** Affidavit.
- 12.1.8 **Exhibit “F,”** Conflict of Interest Questionnaire, Form CIQ.
- 12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the Town as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.
- 12.3 **Successors and Assigns** – Town and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or

provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.

- 12.5 **Venue** – This entire Agreement is performable in Dallas County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Dallas County, Texas, and this Agreement shall be construed under the laws of the State of Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

12.14 **No Third Party Beneficiaries** -- Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

12.15 **No Boycott Israel** -- Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

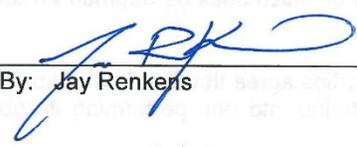
**Effective Date:** \_\_\_\_\_

**TOWN:**  
Town of Addison, Texas

**By:** \_\_\_\_\_  
Wesley S. Pierson, City Manager

**Date:** \_\_\_\_\_

**CONSULTANT:**  
Moore Iacofano Goltsman, Inc.

  
\_\_\_\_\_  
**By:** Jay Renkens

**Date:** 12/1/17

STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Wesley S. Pierson**, Town of Addison, Texas City Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public In and For the State of Texas  
My commission expires: \_\_\_\_\_

STATE OF COLORADO

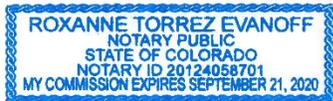
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COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Colorado on this day personally appeared **Jay Rekens**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of DECEMBER, 2017.

Roxanne Evanoff  
Notary Public  
My commission expires: 21 SEPT. 2020

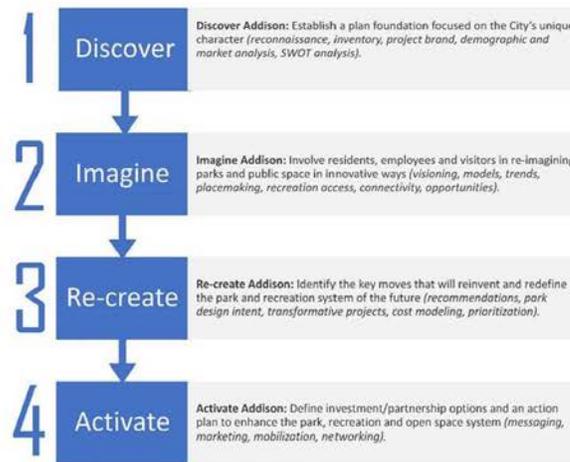


**Exhibit "A"**  
**Scope of Services**  
**Agreement by and between the Town of Addison, Texas (Town)**  
**and MIG, Inc. (MIG)**  
**to perform Services for**  
**Parks, Recreation and Open Space Master Plan**

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**PROJECT PHASING**

The scope is organized around four phases for Master Plan development, while also focusing on the brand development of Addison's park and recreation system:



*Town of Addison | Parks, Recreation and Open Space Master Plan (Solicitation #17-180) 1*

## PROJECT COLLABORATION AND GUIDANCE

A strong, implementable Master Plan requires teamwork and collaboration to help shape the process and ensure the plan reflects community priorities and needs. MIG will work with two key advisory groups to ensure that technical expertise and community knowledge are integrated throughout the planning process:

- The Project Leadership Team (PLT) will be comprised of key Town staff who will kick off the project and meet during each phase to provide internal direction and guidance. This will include key leaders from the Parks & Recreation Department, plus staff from Marketing & Communications, Events, Economic Development & Tourism, Conference & Theater Center, Infrastructure & Development Services, Finance and Fire as needed. These four meetings are anticipated to be 1-to 2-hour work sessions typically held on the same day as PAC meetings.
- The Project Advisory Committee (PAC) will provide overarching direction for the project and review documents to ensure accuracy and consistency with community and Town needs. MIG will facilitate four PAC meetings, with the first beginning a few weeks after the group is appointed. The PAC is anticipated to include primarily Council appointed business and community leaders, as well as staff identified representatives of the community and a variety of interest groups.

### PHASE 1: DISCOVER

**Description:** MIG will establish a plan foundation focused on the unique character of Addison. This “reconnaissance” phase includes a demographic and market analysis, inventory and mapping, review of planning data and documents, and joint in-field brainstorming and tour of parks and public spaces to set the tone for the planning process. In this phase, we develop project branding materials and our engagement, media, communication and partnership strategy, identifying key groups to involve in the process, beginning to leverage interest in the plan, and—from the onset—building constituency and partnerships for plan implementation. We will meet with key project decision-makers, orient our Project Advisory Committee and launch Mapita to obtain geo-coded community data on the park spaces and place where residents, visitors, students and employees recreate.

#### **Sub Tasks:**

##### **1.1 PLT Meeting #1: Project Kickoff Conference Call**

MIG will meet with the Town’s Project Team to initiate the project and discuss the desired project outcomes, available background materials, communication protocols, project brand, engagement strategies and schedule. As part of this effort, MIG will prepare a consolidated request for information letter identifying background information and data needs for all aspects of the project, in addition to those items already obtained from the Town’s website.

##### **1.2 Background Information Review and Information Gap Identification**

MIG will review and catalog material transferred to us, including but not limited to GIS data, existing inventories, initiatives and programs, site master plans, relevant reports and documents, recreation participation data, capital projects lists, and policy directions relevant to the Master Plan. The review of materials will inform analysis throughout the project.

##### **1.1 Engagement, Media and Partnership Strategy**

MIG will prepare a draft public engagement, media and partnership strategy memo, identifying target audiences and key partners to engage in the Master Plan process, defining how public engagement techniques

2 *Town of Addison | Parks, Recreation and Open Space Master Plan (Solicitation #17-180)*

and notification strategies will be deployed, and clarifying roles and responsibilities. Following review by the Town, MIG will finalize the strategy to guide MIG and Town engagement activities, media and social media.

#### **1.4 Project Branding**

MIG will present sample project branding elements to Town staff, and with general guidance, develop a draft project banner and document template for review. Based on one set of consolidated comments from Town, MIG will finalize the banner and template for use in all documents, the project webpage, eblasts and media releases and associated project materials to create a visible identity for the project.

#### **1.5 Parks and Facility Inventory and Base Map**

MIG will cross-check inventory data provided by the Town against GIS parks data and park tour notes and review the Town's existing park and open space classification system. Using GIS data provided by the Town, MIG will produce a base map showing existing parks, open space, major recreation facilities and trails in and near Addison on an overlay of information including Town planning areas, water bodies, roadways, schools, etc. Findings will be incorporated into Brief #1 as well as the Master Plan.

#### **1.6 Demographics and ESRI Market Tapestry Segments**

The MIG Team will evaluate demographic, tourism and market characteristics of Addison to develop a profile of residents, visitors and employees, as well as their unique recreational and leisure needs and desires. Findings will be summarized in presentation graphics and incorporated into Brief #1 and the Master Plan.

#### **1.7 Parks and Public Space Tour**

MIG will spend a day touring representative parks, recreation facilities, trails and public spaces, accompanied by Town parks, recreation, and maintenance staff. The tour will provide an opportunity to discuss strengths and challenges of the park system at representative sites and discuss issues such as operations, opportunities, planned partnerships, development or improvements, and maintenance. The Town will arrange transportation, scheduling and trip attendees.

#### **1.8 Stakeholder/Decisionmaker Interviews (6-8)**

One-on-one interviews will be held early in the planning process with key decisionmakers to identify opportunities and issues for the Master Plan to address. Six to eight 45-minute interviews may include key Town Council members, the Town Manager, key business partners or other decisionmakers that have substantial influence in Addison. MIG will provide an interview tool, allow one day of time for back-to-back interviews and summarize key themes to provide direction for the planning process.

#### **1.9 PLT Meeting #2**

MIG will meet with the PLT to discuss the Mapita, Phase 2 outreach, potential models and case studies, as well as anticipated next steps to obtain direction and ensure success for Phase 2. The collaborative PLT meetings are designed to ensure a coordinated effort, consensus in project direction, open communication and on-schedule and on budget deliverables.

#### **1.10 PAC Meeting #1: Orientation and SWOT**

MIG will facilitate a discussion with the Project Advisory Committee on the unique identity of Addison and the strengths, weaknesses, opportunities, and threats (SWOT) for Addison's park and recreation system. MIG will create an agenda, define committee roles and responsibilities and, following the meeting, prepare a brief summary of the discussion.

#### **1.11 Mapita Questionnaire**

In well-educated communities such as Addison's, more residents are likely to participate in online forums than in-person meetings because these respond to people's busy lifestyles. Social media, personal networks and

virtual networks (mailing lists) can be harnessed to collect input from residents, visitors and employees across the Town, within the six different neighborhoods and business districts, including specific interest groups. It allows more people to have a voice in the project and creates a network to increase involvement in later phases of the planning process.

MIG will collect place-based data through Mapita, an online questionnaire and interactive mapping forum that allows Addison residents, employees and visitors to provide specific input regarding their recreation preferences and needs. MIG will develop a Mapita portal (online questionnaire) for beta testing and Town content review. Based on one consolidated set of edits, MIG will refine the portal and host it for 4-5 weeks to collect input. The forum will be tablet, computer and smart-phone friendly. MIG will provide a link to the Town for web posting and distribution, plus create a forward-ready eblast, QR code and networking strategy to help Town staff maximize the number of responses received. The timing will correspond to other outreach efforts to increase involvement and use events and intercepts activities to invite people to participate. The Town will post a link to the questionnaire on the Town's project website and advertise the questionnaire via social media and other methods.

MIG will provide weekly updates on the number of responses received. Upon completion, MIG will download and summarize results in a draft and final document, providing maps, data tables and GeoJSON geo-referenced data (a text file with spatial coordinates) for Town use. Given the duration of the questionnaire, findings will inform Brief #2 and the Master Plan.

#### **1.12 Brief #1: State of Addison Parks & Recreation**

Phase 1 data will be summarized in a short, attractive, public message about the Master Plan process, the Town's parks and recreation system, the larger community it serves, and the resources that support parks and recreation opportunities. MIG will provide a draft document, as well as a final document based on one round of Town comments.

#### **1.13 Project Management and Administration**

This task includes short biweekly Project Manager progress calls, project administration, communication and coordination for Phase 1.

Phase 1 Deliverables:

- PLT #1: Project Initiation Meeting Agenda and Materials
- Request for Information Letter
- Draft and Final Engagement, Media and Partnership Strategy Memo
- Draft and Final Project Banner and Templates
- Draft and Final Base Map & Inventory
- Demographics and Market Summary Presentation (PowerPoint slides)
- PLT #2: Meeting Agenda and Materials
- PAC #1: Meeting Agenda and Materials
- Mapita Online Portal, Beta Test and Draft and Final Results Summary
- Draft and Final Brief #1

#### **PHASE 2: IMAGINE**

**Description:** MIG will assist Addison in re-imagining its parks, recreation facilities, programs, activities, and public space in fresh, new innovative ways. Building on the ongoing Mapita questionnaire, MIG will provide engaging intercept and photographic activities to reach residents, visitors, employees in high tech and high

touch ways. We will look at existing places, spaces and activities through our multi-disciplinary perspective to evaluate and identify opportunities for incorporating trends and innovations, best practices and placemaking techniques, programming and site activation, as well as broader and more accessible recreation experiences. This information will be used to inspire a new vision, goals and objectives to establish parks, open space and trails as integral elements of Addison's identity, health, economy, community character and sense of place.

**Sub Tasks:**

**2.1 Outreach Toolkit and Training (Intercept and Photo Contest)**

MIG will provide the training, activity materials, and notification/advertising materials for two different Town-led activities that can engage members of the community that may not otherwise be involved in the planning process. MIG suggests the following:

- 1) **Intercept Activity:** MIG will design 3-4 interactive display boards that can be set up at existing community festivals and events, at recreation facilities, and in high-traffic locations to collect feedback about park and recreation priorities and preferences. As a "pop-up activity," the display boards collect information while also serving as small, attractive billboards for Mapita strategically placed around the community. As an added value, MIG will reduce the display board content to a distributable, downloadable 8.5" x 11" meeting/coffee klatch packet that can be self-administered by local service groups, neighborhood associations, clubs and interest groups who would like to be involved in the planning process. MIG will draft intercept questions for Town review, incorporate the questions into large interactive display boards and a small meeting packet, and revise materials based on one set of consolidated edits, providing a digital file (pdf) to the Town.
- 2) **Photo Contest:** Building on Addison's goal and strategies to use photography to market the Town, MIG will create a self-directed activity to collect photos capturing what residents love about Addison's parks, what inspires them to want to be outdoors recreating, and/or what features they would like to see added to Addison's parks and public spaces. MIG will draft the photo activity for Town review and revise materials based on one set of consolidated edits, providing a digital file (pdf).

For Phase 2 outreach activities, MIG will summarize findings in one memo, using data transferred through an online data input form created by MIG. The Town will be responsible for printing and distributing materials, advertising and hosting events, and tabulating results on a MIG-provided data reporting form. Findings will inform Brief #2 and the Master Plan.

**2.2 Case Studies, Models and Trends**

The MIG Team will identify key trends and innovations for providing parks, facilities, and programs in urban communities, by introducing 5-8 models and case studies from across the country and the world. Obtaining guidance from Town staff in PLT Meeting #2, MIG will dig into selected case studies providing relevant details such as economic development, design, location and operational considerations. The deliverable will integrate research by Dr. John Crompton on the economic value of parks. Findings will be summarized in presentation graphics and incorporated into Brief #2 and the Master Plan.

**2.3 Park Capacity and Placemaking Analysis**

Building upon information obtained during the Park Tour (Task 1.7) and other resources, MIG will evaluate placemaking and site enhancement opportunities for Addison's parks, select right-of-ways, and prototypical private developments. These may address the unique qualities, character and opportunities associated with Town parks and public spaces—addressing things such as public art, color palettes, signage and wayfinding, social gathering spaces, connectivity, etc. to look at Town spaces in a new and fresh way. MIG will summarize

findings in a short summary presentation. Following Town review, findings will be incorporated into Brief #2 and the Master Plan.

#### **2.4 GIS Park Experience Analysis**

In addition to looking at parks and public spaces as places, MIG will evaluate access to different types of recreation experiences across the community through a technical analysis using ArcGIS Network Analyst™. Building on the Mapita data collected, the geographic service reach will consider all ways that recreation participants actually travel to parks, facilities or public spaces, including walking, cycling, car and transit, using existing transportation networks. A service area for each site will be depicted graphically, highlighting gaps and identifying potential ways to increase the area served by improving access.

MIG will create up to three hard copy maps illustrating the service areas and gaps and, if requested, provide data to the Town as .KMZ files, which can be explored by staff in detail using Google Earth. Following Town review of the maps, findings will be incorporated into Brief #2 and the Master Plan.

#### **2.5 Recreation Programs, Events and Activities Analysis**

MIG will prepare a programs matrix to inventory, classify and evaluate existing and nearby recreation programs, activities and events by major program service area and location, including those of other agencies and jurisdictions where data are available. This analysis will focus on Addison's recreation activities, leisure experiences and the benefits and outcomes supported by the programs and facilities across the system. It will incorporate existing participation data and identify recreation trends and innovations and identify opportunities for Addison's recreation services to better address the needs of residents, employees, visitors and retail customers. Findings will be incorporated into Brief #2 and the Master Plan.

#### **2.6 Vision, Goals & Objectives**

Incorporating outreach feedback and technical data collected, MIG will introduce a new Town vision for parks, recreation, public spaces and trails, plus update the goals, and objectives in the Town's Comprehensive Plan. Findings will be summarized in a presentation or graphic handout and incorporated into Brief #2 and the Master Plan.

#### **2.7 Brief #2: 2028 Vision, Goals, Trends & Needs**

Phase 2 data will be summarized in a short, attractive, public message about the new vision for parks and recreation, trends, innovations and opportunities to enhance recreation in Addison and create hip, urban spaces and places for leisure as well as family-oriented parks and programs for the future. MIG will provide a draft document, as well as a final document based on one round of Town comments.

#### **2.8 Project Management and Administration**

This task includes short biweekly Project Manager progress calls, project administration, communication and coordination for Phase 2.

Phase 2 Deliverables:

- Outreach toolkit with draft and final intercept boards (pdf), downloadable outreach package, photo contest activity, data input form and summary memo
- Case Studies, Models and Trends Summary Presentation
- Park Capacity and Placemaking Summary Presentation
- Draft and Final GIS Park Access Maps and .KMZ data if desired
- Recreation Programs, Events and Activities Summary Matrix
- Vision, Goals and Objectives Summary Presentation or Handout
- Draft and Final Brief #2

### PHASE 3: RE-CREATE

**Description:** MIG will kick off Phase 3 with a plan development charrette/work session to identify the big and little moves that will reinvent and define Addison's park and recreation system of the future. Using this guidance, MIG will craft Town-wide and site-specific recommendations, development guidelines, capital and operations costs, and operational needs, to set up a discussion of potential priorities and tradeoffs. Involving residents in decision-making creates a greater sense of ownership over projects to be included in the five-year community action plan. Findings will be highlighted in a public brief with renderings, maps and descriptions of transformative projects.

#### **Sub Tasks:**

##### **3.1 PLT Meeting #3: Expanded Brainstorming Session**

The MIG Team, including Dr. John Crompton, will facilitate a brainstorming session to discuss the business case for parks and recreation in conjunction with potential plan recommendations. In addition to the Project Leadership Team, attendees may include the Town Manager, Department heads from Economic Development and Tourism, and 1-2 other key staff or liaisons to Council. MIG will create an agenda, and following the meeting, incorporate results into Brief #3.

##### **3.2 PAC Meeting #2: Plan Development Work Session**

MIG will facilitate a special 2.5- to 3-hour workshop with the PAC to discuss strategies and alternatives for addressing the community's vision and needs using available resources. MIG will create an agenda, design a meeting activity, and following the meeting, prepare a brief summary of the discussion.

##### **3.3 Site and Town-wide Treatments (including opportunities with street ROW)**

MIG will prepare Town-wide recommendations applicable to specific parks, trails, public spaces, select streets and other privately-owned public spaces (POPS) to enhance recreation and associated personal, social, ecological, economic benefits. Strategies may include recommended policy changes to meet community needs, promote connectivity and maximize assets. MIG will develop recommendations for each existing site, including a recommended program of activities, summarizing findings in a short presentation. Findings will be incorporated into Brief #3 and the Master Plan.

##### **3.4 Park Development Intent and High-Level Guidelines**

Incorporating Phase 2 placemaking findings, MIG will create high level park and public space development guideline recommendations to provide guidance on park design and appropriate levels of development, activation, access, visitation, maintenance and use, addressing anchor attractions, everyday uses, adjacencies, events and programs. The guidelines will be developed for a typology of developments to allow for maximum flexibility as areas and properties in Addison redevelopment or change in use or character. Findings will be summarized in a graphic presentation and incorporated into Brief #3 and the Master Plan.

##### **3.5 Renderings of Transformative Projects**

MIG will create renderings, graphics or illustratives for 1-2 key projects, sites or prototypical interventions. Based on Town direction, MIG will provide draft renderings, as well as final renderings based on one round of Town comments, to incorporate into Brief #3 as well as the Master Plan.

##### **3.6 Proposed Park and Recreation System Map**

Site recommendations will be spatially depicted on a system maps of parks, public space, trails, and major recreation facilities—showing both existing sites and general locations for potential new/enhanced sites, facilities and trails.

##### **3.7 CIP / Capital and Operations Cost Model**

*Town of Addison | Parks, Recreation and Open Space Master Plan (Solicitation #17-180) 7*

MIG will develop a cost model (Excel spreadsheet) to summarize a 10-year CIP and cost plan for capital projects. This includes identifying the planning level cost for acquiring land, building and maintaining individual projects and/or renovating, enhancing and programming key sites across the entire system. The model will incorporate regionally based park improvement cost data (capital costs, rehabilitation/renovation costs, capital replacement costs, and operations costs). This model will be designed to serve as tool that can be adapted for inflation for staff to use in subsequent years for cost forecasting.

### **3.8 Brief #3: Addison's Playbook (Beyond Parks)**

Phase 3 data will be summarized in a short, attractive, public message about recommended directions for parks, recreation and public space and the potential for new recreation opportunities that support community livability, Addison's character and economic potential. MIG will provide a draft document, as well as a final document based on one round of Town comments.

### **3.9 PLT Meeting #4: Community Priorities**

MIG will present an overview of Phase 3 findings and discuss potential funding, partnerships and levels of investment. This meeting will also include the discussion/review of the proposed Master Plan outline for approval before MIG starts on content development and formatting.

### **3.10 Community Prioritization Workshop (PAC #3)**

Recognizing the costs associate with capital projects, MIG will host a large community workshop for 60-75 people to involve residents in making decisions about priority projects, programs and service, funding sources to consider, and the level of service to provide based on supported financial investments. The community workshop will involve PAC members in hosting and facilitating small group discussions. It may take advantage of high tech tools, such as Turning Point meeting polling equipment. MIG will facilitate the workshop and develop materials. The City may opt to post the questions/materials in an online forum so that Town staff can involve more residents in identifying priorities for the Master Plan.

### **3.11 Project Management and Administration**

This task includes short biweekly Project Manager progress calls, project administration, communication and coordination for Phase 3.

Phase 3 Deliverables:

- PLT #3: Meeting Agenda and Materials
- PAC #2: Meeting Agenda and Materials
- Site and Town-wide Treatments Summary Presentation
- Park Development Intent and Guidelines Summary Presentation
- 2-3 Draft and Final Renderings
- Draft and Final Park and Recreation System Map
- Draft and Final Cost Model
- Draft and Final Brief #3
- PLT #4: Meeting Agenda and Materials
- Community Workshop Agenda and Materials

#### **PHASE 4: ACTIVATE**

**Description:** MIG will identify funding and partnership options and create an attractive, colorful and graphic-rich administrative draft, draft and final plan to document achievable, prioritized implementation strategies for enhancing the park, recreation and open space system.

##### **Sub Tasks:**

#### **4.1 Funding, Partnership and Implementation Plan**

A review of existing funding sources, forecast of anticipated or potential funding sources and evaluation of potential partnerships will provide guidance on the feasibility of implementing recommended projects to help residents, staff and PRAB members make solid decisions about the community's willingness to pay for added projects and services.

#### **4.2 Administrative Draft Plan**

MIG will create a full draft Parks, Recreation and Open Space Master Plan for internal review.

#### **4.3 Public Draft Plan (with Executive Summary)**

Based on one set of consolidated comments, MIG will revise the document into a Public Draft Plan suitable for public circulation and review. MIG will provide web and print ready PDF files of the plan document, along with an Executive Summary excerpt that can provide a short, stand-alone marketing tool to promote parks, recreation and open space in Addison.

#### **4.4 PAC Meeting #4: Draft Plan Review**

MIG will present the Public Draft Plan at a PAC Meeting #4 for review, discussion and potentially a recommendation to Council for adoption.

#### **4.5 Town Council Work Session: Draft Plan Review**

MIG will present the Public Draft Plan at a Town Council work session or regular meeting for review, discussion and potentially adoption.

#### **4.6 Final Plan**

Based on one set of consolidated comments provided by the Town, MIG will finalize the Parks, Recreation and Open Space Master Plan.

#### **4.7 Project Management and Close-Out**

This task includes short biweekly Project Manager progress calls, project administration, communication and coordination for Phase 4, as well as the transmittal of a plan deliverables and GIS data to the Town.

##### **Phase 4 Deliverables:**

- Administrative Draft Master Plan
- Public Draft Master Plan and Executive Summary
- PAC #4: Meeting Agenda
- Council Meeting Presentation
- Final Master Plan
- Close-out electronic files and GIS data

#### OPTIONAL TASKS

##### OPT 1 Added Council Presentation (MIG and Dr. John Crompton)

MIG and Dr. Crompton together will give a presentation overview of the Master Plan to Town Council at a work session or regular meeting.

#### LOGISTICS AND EFFICIENCIES

For all meetings unless otherwise identified, the Town will schedule the meeting, reserve a location, recruit participants, collect RSVPs, help set up/take down chairs and tables, and provide refreshments (where needed). For Council and Commission meetings, the Town also will provide meeting minutes.

All deliverables will be provided in Microsoft Word, PowerPoint or other agreed upon format. MIG will provide all deliverables in pdf as well. Any comments from the Town shall be consolidated and, where applicable, provided in tracked changes format.

MIG will consolidate meetings into five trips for efficiencies:

- Trip #1: Park tour, PLT #2, PAC #1, Decisionmaker Interviews
- Trip #2: PLT #3 and PAC #2
- Trip #3: PLT #4, Community Workshop/ PAC #3
- Trip #4: PAC #4
- Trip #5: Council Meeting

**EXHIBIT "B"**  
**COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET**

The attached budget outlines the MIG Team's costs for the project. The \$125,000 total is inclusive of all costs, apart from the optional task added at the Town's request as an additional service item. Costs are identified by tasks, with markups and direct costs noted separately.

Consistent with Exhibit C, direct costs cover project-related transportation (airfare, local transportation, parking), materials and supplies, in-house reproduction (photocopying and printing), plotting, postage and mail, communications, meals, and lodging.

A 5% markup is added to address taxes on revenue from direct costs and subconsultant costs. This includes a minor amount associated with the documentation and invoicing of direct costs, as well as the contract management, tracking and documentation needed for subconsultants.

**EXHIBIT "B"**  
**OVERALL COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET**

**Agreement by and between the Town of Addison (Town)  
and Moore Iacofano Goltsmon, Inc.  
to perform Professional Landscape Architecture and Planning Services for  
Parks, Open Space and Recreation Master Plan**

**I. OVERALL COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.**

<b>TASK TO BE COMPLETED</b>	<b>DOLLAR AMOUNT</b>
<b>Masterplan for Landscape Enhancements Reimbursable Expenses</b>	<b>\$125,000.00</b>

Total Lump Sum Fee    \$125,000.00

**TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)**

EXHIBIT B

	MIG, Inc.					
	MIG Total	LCO	Dr. John Crompton	Subconsultant Total	Direct Costs	Professional Fees Total
<b>1 Discover</b>						
1.1	PLT Meeting #1: Project Kickoff Conference Call	\$2,750			\$0	\$1,750
1.2	Background Information Review & Information Gap Identification	\$2,750			\$0	\$1,750
1.3	Engagement, Media and Partnership Strategy	\$2,520			\$0	\$3,520
1.4	Project Branding	\$2,850			\$0	\$1,595
1.5	Parks and Facility Inventory and Base Map	\$1,820			\$0	\$1,820
1.6	Demographic and ESRI Market Tapestry Segments	\$200	\$4,000		\$4,000	\$4,200
1.7	Parks and Public Space Tour	\$4,740			\$0	\$1,750
1.8	Stakeholder/Decisionmaker Interviews (B-B)	\$2,140			\$0	\$200
1.9	PLT Meeting #2	\$1,085			\$0	\$1,685
1.10	PAC Meeting #1: Orientation and SWOT	\$2,035			\$0	\$50
1.11	Maple Questionnaire	\$6,055			\$0	\$1,599
1.12	Brief #1: State of Addison Parks & Recreation	\$2,495			\$0	\$2,495
1.13	Project Management and Administration	\$1,640			\$0	\$50
	<i>Subtotal</i>	\$23,915	\$4,000	\$0	\$4,000	\$23,550
<b>2 Imagine</b>						
2.1	Outreach Toolkit and Training Intercept and Photo Contest	\$1,840			\$0	\$1,840
2.2	Case Studies, Models and Trends	\$3,820		\$1,000	\$1,000	\$4,820
2.3	Park Capacity and Placemaking Analysis	\$2,970			\$0	\$2,970
2.4	GIS Park Experience Analysis	\$3,880			\$0	\$3,880
2.5	Recreation Programs, Events and Activities Analysis	\$2,015			\$0	\$2,015
2.6	Vision, Goals & Objectives	\$2,220			\$0	\$2,220
2.7	Brief #2: 2020 Vision, Goals, Trends & Needs	\$1,775			\$0	\$1,775
2.8	Project Management and Administration	\$1,860			\$0	\$50
	<i>Subtotal</i>	\$18,370	\$0	\$1,000	\$1,000	\$20,420
<b>3 Re-Creates</b>						
3.1	PLT Meeting #3	\$2,415		\$2,000	\$2,000	\$4,415
3.2	PAC Meeting #2: Plan Development/Work Session	\$3,640			\$0	\$1,300
3.3	Site and Citywide Treatments (Including Opportunities with Street ROW)	\$5,520			\$0	\$5,520
3.4	Park Development Intent and High Level Guidelines	\$4,925			\$0	\$4,925
3.5	Reimagining of Transformation Projects (1-3)	\$3,520			\$0	\$1,520
3.6	Proposed Park and Recreation System Map	\$1,480			\$0	\$1,480
3.7	OP / Capital and Operations Cost Model	\$3,980			\$0	\$3,980
3.8	Brief #3: Addison's Playbook (Beyond Parks)	\$2,055			\$0	\$2,055
3.9	PLT Meeting #4: Community Priorities	\$2,490			\$0	\$800
3.10	PAC #3/Community Prioritization Workshops	\$4,475			\$0	\$800
3.11	Project Management and Administration	\$1,840			\$0	\$50
	<i>Subtotal</i>	\$23,170	\$0	\$2,000	\$2,000	\$23,850
<b>4 Activate</b>						
4.1	Funding, Partnership and Implementation Plan	\$2,000			\$0	\$2,000
4.2	Administrative Draft Plan	\$5,520			\$0	\$5,520
4.3	Public Draft Plan (with Executive Summary)	\$4,180			\$0	\$4,180
4.4	PAC Meeting #4: Draft Plan Review	\$1,915			\$0	\$800
4.5	City Council Work Session: Draft Plan Review	\$1,915			\$0	\$800
4.6	Final Plan	\$2,095			\$0	\$2,095
4.7	Project Management and Close-Out	\$1,400			\$0	\$50
	<i>Subtotal</i>	\$20,030	\$0	\$0	\$0	\$12,000
<b>Professional Time and Costs Subtotal</b>		<b>\$109,145</b>	<b>\$4,000</b>	<b>\$3,000</b>	<b>\$7,000</b>	<b>\$8,100</b>
1% Administration/Mark-Up					\$250	\$402
<b>Total Project Cost</b>						<b>\$125,000</b>
		109145	4000	3000	7000	8100
						125045





**EXHIBIT "C"**  
**TOWN OF ADDISON GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

- I. **CONSULTANT'S RESPONSIBILITY**. Consultants lump sum fee is inclusive of all direct expenses. The Consultant shall be solely responsible for the auditing of all direct expense, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those to be included under a sub-contract, prior to the Town for reimbursement, and Consultant shall be responsible for the accuracy thereof. Any overpayment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment(s) for services; however, this shall not be the Town's sole and exclusive remedy for said overpayment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

- A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of the Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall Town reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of Town's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by Town. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project. Out of state car rental directly related to and necessary for the provisions of the Services described in this Agreement may be eligible for reimbursement upon prior written authorization from the Town.

- B. **Supplies, Material, Equipment** – Town shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by Town's Project Manager in writing.
- C. **Commercial Reproduction** – Town shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to Town at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. Consultant shall provide such documentation to Town for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- D. **In-House Reproduction** - Consultant shall make arrangements with the Town for prior approval of in-house reproduction rates prior to submitting these expenses

for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – Town shall reimburse the actual cost of plots, specifically limited to final documents, provided the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. Consultant shall provide such documentation to Town for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with Town for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – Town shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the Town, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Consultant and/or the Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with the Town's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

### **III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.**

1. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to Town specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to Town what costs would be considered direct costs. Town shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. Town reserves the right to reject any and all requests for General and/or Administrative Markup.

#### **IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.**

1. **Adherence to Currently Adopted Town Travel Policy** – Unless otherwise stated within this Agreement, reimbursements shall be governed by the same travel policies provided for Town employees according to current adopted policy. All lodging and meals are reimbursed in accordance with IRS rules and rates as shown on the U.S. General Services Administration website for the Town: <http://www.gsa.gov/portal/category/21287>.
2. Prior to the event, Consultant shall request, and the Town shall provide the provisions and the restrictions that apply to out-of-Town reimbursements.

**EXHIBIT "D"**  
**TOWN OF ADDISON CONTRACTOR INSURANCE REQUIREMENTS**

**REQUIREMENTS**

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

	<b>TYPE OF INSURANCE</b>	<b>AMOUNT OF INSURANCE</b>	<b>PROVISIONS</b>
1.	<b>Workers' Compensation Employers' Liability</b> to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence  Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<b>TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage.  <b>Insurance company must be A-:VII rated or above.</b></b>
2.	<b>Commercial General (Public) Liability</b> to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<b>TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage.  <b>Insurance company must be A-:VII rated or above.</b></b>
3.	<b>Business Auto Liability</b> to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<b>TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage.  <b>Insurance company must be A-:VII-rated or above.</b></b>

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) shall be submitted to the Finance Department by email to: [Wnewcomer@addisontx.gov](mailto:Wnewcomer@addisontx.gov). Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. 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.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. 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.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

**A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.**

**AGREEMENT**

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# Parks, Recreation and Open Space Master Plan  
Company: Moore Iacofano Goltsman, Inc (dba MIG)  
Printed Name: Jay Renkens, Principal  
Signature: \_\_\_\_\_ Date: 12/1/17

EXHIBIT "E"  
AFFIDAVIT

THE STATE OF TEXAS           §  
  §  
THE COUNTY OF DALLAS       §

I, Jay Renkens, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- Ownership of 10% or more of the voting shares of the business entity.
- Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000.00).
- A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- Other: \_\_\_\_\_
- None of the Above.

Upon filing this affidavit with the Town of Addison, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

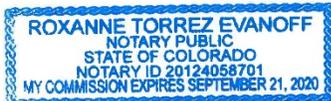
Signed this 1st day of December, 2017.

J. Renkens  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Jay Renkens and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 1st day of DECEMBER, 2017.

Roxanne Evanoff  
Notary Public  
My commission expires: 21 SEPT. 2020



**EXHIBIT "F"**  
**CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ**

<b>FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity	
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	<b>OFFICE USE ONLY</b>  Date Received
<b>1. Name of person who has a business relationship with local governmental entity.</b>  <p align="center">NA</p>	
<b>2. Check this box if you are filing an update to a previously filed question</b> <input type="checkbox"/>  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
<b>3. Name of local government officer with whom filer has employment or business relationship.</b>  <p align="center">Not Applicable</p> <p align="center">_____                      Name of Local Government Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?      Yes <input type="checkbox"/>      No <input type="checkbox"/></p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?                      Yes <input type="checkbox"/>      No <input type="checkbox"/></p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?                      Yes <input type="checkbox"/>      No <input type="checkbox"/></p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	

4. Signature of person doing business with the governmental entity Date:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Local Government Officers Town of Addison, Texas**

For purposes of completion of the required Conflict of Interest Questionnaire for the Town of Addison Texas (required by all Vendors who submit bids/proposals), Local Government Officers are:

Mayor: Joe Chow

Council  
Members: Ivan Hughes, Mayor Pro Tem  
Jim Duffy, Deputy Mayor Pro Tem  
Al Angell, Councilman  
Tom Braun, Councilman  
Paul Walden, Councilman  
Lori Ward, Councilwoman

City Manager: Wesley S. Pierson