



**REGULAR MEETING & WORK SESSION
OF THE CITY COUNCIL**

April 10, 2018

ADDISON TOWN HALL

**5300 BELT LINE RD., DALLAS, TX 75254
5:00 PM EXECUTIVE SESSION & WORK SESSION
7:30 PM REGULAR MEETING**

1. Closed (executive) session of the Addison City Council pursuant to:

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to:

- **Town of Addison v. Landmark Structures, L.P., Urban Green Energy, Freese and Nichols, Inc. v. SWG Energy, Inc. - Cause No. DC-15-07691 44th Judicial Court, Dallas County**
- **The ponds or lakes at Vitruvian Park located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave., and Farmers Branch Creek**

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2. RECONVENE INTO REGULAR SESSION: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

WORK SESSION

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3. Present and Discuss an **Update on the Internal Control Program for the Town of Addison.**
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4. Present and Discuss the **Format for the Town Meeting on April 16, 2018.**

-
5. Present and Discuss an **Update on Taste Addison 2018.**
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REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

6. Public Comment.
The City Council invites citizens to address the City Council on any topic not on this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker** with **fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.
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Consent Agenda:

All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

7. Consider Action to Approve the **March 27, 2018 City Council Meeting Minutes.**
-

8. Consider Action to Approve a **Resolution for Construction Management Services with UDR, Inc. in Connection with the Construction of the Public Infrastructure Improvements for Phase 8 of the Vitruvian Development located at Marsh Lane and Spring Valley Road and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \$187,956.24.**
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9. Consider Action to Approve a **Resolution for a Construction Agreement with Flow Line Construction, Inc., for the Construction of the Public Infrastructure Associated with the Vitruvian Phase 8 Commercial Development and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \$2,349,453.**

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10. Consider Action to Approve a **Resolution for an Amendment to the Policy for Naming and Recognition Elements for the Spruill Dog Park.**
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11. Consider Action to Approve an **Award of Bid for Rental of Stage, Sound Equipment and Lighting for Special Events to Onstage Systems in an Amount not to Exceed \$192,900 Annually.**
-

Regular Items

12. Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Changing the Zoning on the Vacant Parcel, Directly to the East of Springhill Suites by Marriott, at the Southwest Corner of Edwin Lewis Drive and Quorum Drive, Which Property is Currently Zoned Planned Development (PD) Through Ordinance No. O92-020, to a New PD in Order to Allow the Development of a One Story Single-Tenant Office Building.** Case 1773-Z/Western International Offices.
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13. Hold A Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Changing the Zoning on Property Located at 15003 Inwood Road, Which Property is Currently Zoned Commercial-1 (C-1), by Approving a Special Use Permit for a Dog Kennel.** Case 1774-SUP/Camp Run A Mutt.
-

14. Present, Discuss, and Consider Action on an **Ordinance Granting a Meritorious Exception for Fresh Image, Located at 17311 Dallas Parkway, from the Code of Ordinances, Chapter 62 Section 62-163. – Area in Order to Permit a Sign Exceeding the Allowed Letter/Logo Height Requirement.**
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15. Present, Discuss, and Consider Action on **Change Order Number 1 to Teague, Nall, and Perkins, Inc., for the Midway Road Revitalization Design Project in an Amount not to Exceed \$778,500.**
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16. Present, Discuss, and Consider Action on an **Ordinance to Amend the Town's Annual Budget for the Fiscal Year Ending September 30, 2018.**
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Adjourn Meeting

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Posted:

Christie Wilson, April 5, 2018, by 6:00 p.m.

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES. PLEASE
CALL (972) 450-7090 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

AI-2646

3.

Work Session and Regular Meeting

Meeting Date: 04/10/2018

Department: Finance

Pillars: Gold Standard for Financial Health

Milestones: Clarify and protect the Addison Way

AGENDA CAPTION:

Present and Discuss an **Update on the Internal Control Program for the Town of Addison.**

BACKGROUND:

An effective internal control system is designed to provide reasonable assurance regarding the achievement of operational objectives (such as the effectiveness and efficiency of operations), accurate and reliable financial reports, and compliance with applicable laws and regulations.

At the November 14, 2017 Council meeting, staff introduced the Committee of Sponsoring Organizations of the Treadway Commission (COSO) as the framework for the Town's internal control program as outlined in "The Green Book" which adapts these principles for a government environment. As part of this presentation, staff told Council that the schedule for review of the Town's internal controls would be developed from January 2018 to March 2018 and that an update would be provided to the Council upon its completion.

This presentation will provide that update on how the Town of Addison will look at internal controls programmatically with a continued focus on improvement.

RECOMMENDATION:

Information only, no action required.

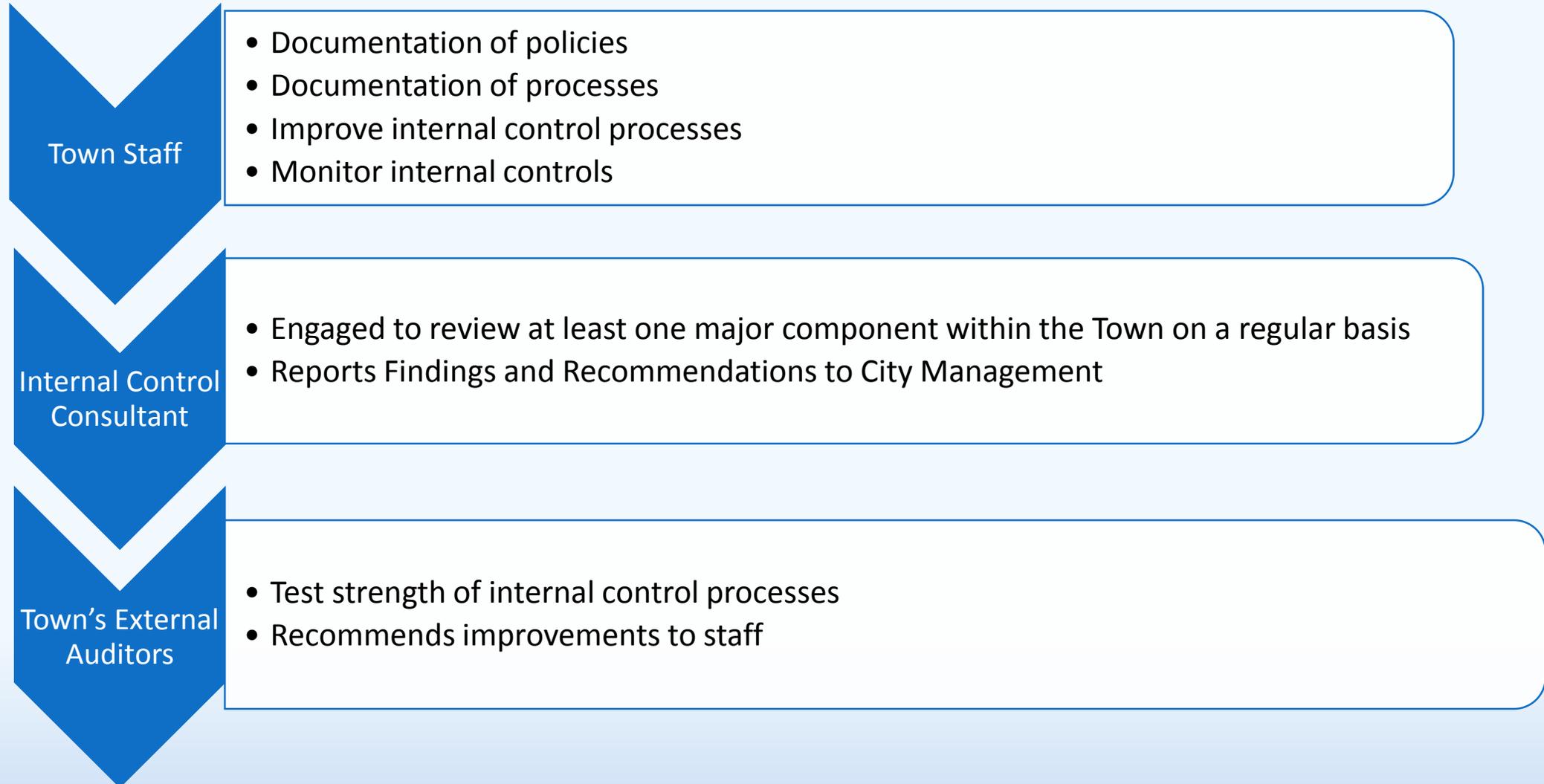
Attachments

Presentation - Internal Controls



Internal Control Program

Internal Control Program



Internal Control Program

Review of Major Component Unit

- Airport
- Conference Centre
- Addison Athletic Club
- Treehouse

Bi-annual Review of Departments

- Police
- Fire
- Municipal Courts

EXAMPLE

Systematic Review of Selected Processes

- Building Inspections and Permitting
- Utility Billing

EXAMPLE

Internal Control Program

January – March 2018
Staff develops internal control schedule

April – September 2018
Staff engages consultant to review controls

October – December 2018
Town auditors test and review controls

Internal Control Program

Control Environment

1. The oversight body and management should demonstrate a commitment to integrity and ethical values.
2. The oversight body should oversee the entity's internal control system.
3. Management should establish an organizational structure, assign responsibility, and delegate authority to achieve the entity's objectives.
4. Management should demonstrate a commitment to recruit, develop, and retain competent individuals.
5. Management should evaluate performance and hold individuals accountable for their internal control responsibilities.

Risk Assessment

6. Management should define objectives clearly to enable the identification of risks and define risk tolerances.
7. Management should identify, analyze, and respond to risks related to achieving the defined objectives.
8. Management should consider the potential for fraud when identifying, analyzing, and responding to risks.
9. Management should identify, analyze, and respond to significant changes that could impact the internal control system.

Control Activities

10. Management should design control activities to achieve objectives and respond to risks.
11. Management should design the entity's information system and related control activities to achieve objectives and respond to risks.
12. Management should implement control activities through policies.

Information and Communication

13. Management should use quality information to achieve the entity's objectives.
14. Management should internally communicate the necessary quality information to achieve the entity's objectives.
15. Management should externally communicate the necessary quality information to achieve the entity's objectives.

Monitoring

16. Management should establish and operate monitoring activities to monitor the internal control system and evaluate the results.
17. Management should remediate identified internal control deficiencies on a timely basis.

Internal Control Program Schedule

January to March
2018

Policy
documentation

Processes
documentation

April to June
2018

Review Town staff's
computer system
access

Develop scope for
airport financial
system & internal
control review

Finance to document
departmental policies
and processes for
cash collections

July to
September
2018

Town audit firm
(BKD) to conduct
review of Airport
financial system and
internal control

Finance to begin
monitoring
compliance with
departmental cash
collection policies

October to
December
2018

Town auditors
review controls
and issue report

Town staff makes
improvements to
controls

Town staff
schedules next
control areas to
review

AI-2668

4.

Work Session and Regular Meeting

Meeting Date: 04/10/2018

Department: City Manager

AGENDA CAPTION:

Present and Discuss the **Format for the Town Meeting on April 16, 2018.**

BACKGROUND:

Town Meetings are held twice a year in the spring and fall at the Addison Conference Centre. This year, the spring meeting will be held on April 16, 2018 at 7:00 pm at the Addison Conference Centre.

Mayor Pro Tempore Ivan Hughes and Deputy Mayor Pro Tempore Jim Duffy requested this item be placed on the April 10, 2018 agenda to discuss the format for the meeting.

RECOMMENDATION:

Staff requests direction from Council.

AI-2633

5.

Work Session and Regular Meeting

Meeting Date: 04/10/2018

Department: Communications & Marketing

Pillars: Optimize the Addison Brand

Milestones: Improve connectivity around Addison with a focus on economic development

AGENDA CAPTION:

Present and Discuss an **Update on Taste Addison 2018.**

BACKGROUND:

Staff will provide an update to the Council on the upcoming Taste Addison Event that will take place May 18 - 20, 2018. Presentation will include information regarding the restaurants that will be attendance, an outline of the musical programming for the weekend, and the marketing media plan.

RECOMMENDATION:

Information only, no action required.

Attachments

Presentation - Taste Addison 2018



Taste Addison Update
April 10, 2018



May 18-20, 2018

Current Advanced Ticket Sales
Sales are up 64% over this time last year

Estimated Attendance – 25,000



SPECIAL EVENTS

Taste Addison Update

Tickets:

Advanced Tickets - \$15
through May 13th

General Admission - \$20
May 14 – Event

Sunday - \$10

VIP Weekend Pass - \$95

Children under 12 FREE all weekend



Programming Overview Entertainment



Live Music throughout the weekend featuring:

- Eli Young Band
- Casey Donahew
- Cory Morrow
- Whiskey Meyers
- Charli Robison
- Escape
- La Freak



Programming Overview Activities



Family Friendly Activities:

- Shop around the Marketplace featuring dozens of vendors and find the perfect kitchen accessory or specialty food item that compliments all taste buds
- Talley Amusement Carnival that is great fun for all ages
- Family Fun Zone featuring complimentary games and activities for all ages
- Pinot's Palette Addison is providing hands on painting demos Saturday and Sunday

Programming Overview, Cont.



Cooking Stage, featuring Chef Demos:

- Enjoy dishes and interactive cooking demos located at the Albertsons, Tom Thumb Cooking Stage at the Conference Centre



Wine Garden:

- Taste Addison takes you on a trip around the world of wine in our exclusive Wine Garden. You will get a chance to experience fantastic wines from the varied and vast appellations!



Craft Beer Hall:

- Experience a wide array of craft beers throughout the U.S. From Chicago Award-Winning Goose Island IPA to Houston Texas' Karbach Love Street kolsch style blonde. There's a TASTE for every beer lover!

Taste Addison Restaurants

Taste Addison is celebrating Addison's most popular restaurants and is sure to offer something for everyone's craving.

Classic Favorites:

- Nate's Seafood and Steakhouse
- Melting Pot
- Blue Goose

New Kid's on the Block:

- Ida Claire
- Zoli's Pizza
- Vernon's Gastropub

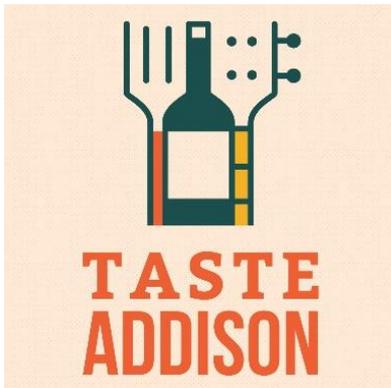


April 16th – May 20th, 2018

By using paid media, we are directly targeting a demographic of people to bring brand awareness and generate advanced ticket sales for the Festival.

Top Paid Media:

- Paid Search
- Social Media
- Website Takeovers
- ThinkNear
- Billboards
- Radio Buys





Public Relations and Media:

- Taste Tuesdays :
Pop-up events on May 8th at Mary Kay and Aberdeen Buildings to showcase participating restaurants and chefs
- Featured on-air media leading up to the event
- Blogger and Influencer outreach

ADDISON SPECIAL EVENTS

Council Packets will be delivered the week of
May 7th.

Each council member will receive:

- 20 Special Guest Tickets
- 20 General Admission Tickets
- 1 Parking Pass for the Conference Centre Lot
- 1 Identification Lanyard

Please distribute your tickets to your guests.

All guests must have either a General Admission ticket or Special Guest ticket to enter the event.

New this year: We are selling a limited number of VIP tickets that include access to the Special Guest area.

**Please note: there will not be a list of guests this year, so all attendees invited by council must have a ticket.*

Council Packets



Questions?

AI-2658

7.

Work Session and Regular Meeting

Meeting Date: 04/10/2018

Department: City Manager

AGENDA CAPTION:

Consider Action to Approve the **March 27, 2018 City Council Meeting Minutes**.

BACKGROUND:

City Secretary prepared meeting minutes for March 27, 2018.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - March 27, 2018

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

March 27, 2018

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

5:00 p.m. Executive Session & Work Session

7:30 Regular Meeting

Present: Mayor Joe Chow; Mayor Pro Tempore Ivan Hughes; Deputy Mayor Pro Tempore Jim Duffy; Councilmember Al Angell; Councilmember Tom Braun; Councilmember Paul Walden; Councilmember Lori Ward

1. Closed (executive) session of the Addison City Council pursuant to:

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to:

- **Town of Addison v. Landmark Structures, L.P., Urban Green Energy, Freese and Nichols, Inc. v. SWG Energy, Inc. - Cause No. DC-15-07691 44th Judicial Court, Dallas County**
- **The ponds or lakes at Vitruvian Park located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave., and Farmers Branch Creek**

Executive Session convened at 5:04 p.m.

2. RECONVENE INTO REGULAR SESSION: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

Open Session reconvened at 7:02 p.m. There was no action taken.

Work Session began at 7:07 p.m.

WORK SESSION

3. Present and Discuss the **Spruill Dog Park Naming Recognition Policy.**

Mayor Joe Chow and Mayor Pro Tem Ivan Hughes requested this item for discussion. Mr. Hughes expressed concern over language that was included in the naming and recognition policy/resolution for Spruill Dog Park that was adopted by the Town on February 28, 2017. The policy states that only "dog-centric" businesses may donate to the park and be eligible for recognition on a brick paver. Mayor Pro Tem Hughes expressed that other businesses, such as a bank, would be restricted from making a donation the way the policy is worded. Parks Director Michael Kashuba told the Council that at the time staff felt it best to have a way to "filter" the businesses that could have their name on a brick at the park. Following a brief discussion, Council members generally agreed the "dog-centric" language for businesses should be removed from the policy. A resolution amending the language will be presented at a future meeting.

4. Present and Discuss the **Town's Relationship with the Addison Legacy Foundation and Addison Legacy Foundation Bylaws, and Provide an Update on the Big Idea to Include Procurement of Professional Services and Potential Next Steps.**

Mayor Pro Tem Ivan Hughes advised that he and Mayor Joe Chow are members of the Addison Legacy Foundation [by virtue of their positions]. He provided some background on the Foundation, adding that the full name is "Addison Legacy Foundation Fund of the Communities Foundation of Texas". The Foundation was established in 2012 as an avenue for people to give back to the Town [monetarily] if they desired and it is not a 501c3 non-profit organization. Funds donated to the Legacy Foundation are managed and invested by the Communities Foundation of Texas at minimal cost to the fund. Bylaws were adopted in September of 2012 however those Bylaws have not been closely followed.

Mayor Pro Tem Hughes said that he and Mayor Chow attended a Legacy Foundation meeting the day before [this meeting] and made contact with the existing board members to confirm their desire to remain on the board and establish their terms. He noted that the board has 11 members, including the Mayor and Mayor Pro Tem of Addison. Draft By-law changes were reviewed. At a future meeting these will be voted upon by the Board members and officers will be elected. During the discussion, Deputy Mayor Pro Tem Duffy expressed that he does not think the Town should be involved with the Foundation in the future, that it should be an independent entity.

Mayor Pro Tem Hughes continued by summarizing that the "Big Idea" project is a conceptual east-west connection over the Dallas North Tollway in Addison. Previously, Addison Legacy Foundation board members had voted to contribute \$30,000 toward a consultant to explore the economic feasibility of such a project, draw up concept design drawings and provide a rough estimate of costs. In 2017 the Town of Addison also budgeted \$70,000 for a consultant. A consultant was not engaged in 2017 so the funds were budgeted again in 2018. It was proposed that the Urban Land Institute (ULI) Advisory Services perform the professional services needed in lieu of pursuing a Request for Qualification (RFQ) process. ULI Foundation committed to contribute a \$20,000 grant toward the project, however ULI's offer will expire at the end of June 2018. The Addison Legacy

Foundation voted in January 2018 to increase their contribution to \$45,000 (from \$30,000). The total fee for ULI would be \$135,000 and the Town would manage the consultant's contract.

Several Council members expressed that considerably more information is needed before accepting such a grant with limited time to gather information and the Town expending funds toward this project. Mr. Hughes stated that the board doesn't believe they nor the Town are ready to engage in a contract yet. It was suggested that a "working group" be created to investigate the project further. Council direction was requested as to how to proceed. Mayor Chow indicated that the grant deadline should not be a factor since more information is needed prior to engaging a consultant. He suggested the Town communicate with the City of Dallas, the North Texas Tollway Authority (NTTA), Oncor and possibly affected land owners to share the concept and gather information from those entities. City Manager Pierson confirmed the Council's general opinion is that the Town is not ready to move forward within the window of time prior to the expiration of ULI's grant availability. Council can discuss the matter again after the background work is done.

Work Session adjourned at 8:20 p.m.

Regular Session began at 8:25 p.m.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

City Manager Wes Pierson recognized Metrocrest Hospital Authority for a grant provided to the Town in the amount of [approximately] \$83,000. The funds will be used to purchase new equipment, including two patient loading systems that were requested but not funded in the current budget and a Lucas Chest Compression System. He congratulated Fire Chief David Jones and his team for receiving the grant. Mr. Pierson also announced that Rob Bourestom has accepted the position of Director of General Services effective immediately. He added that recently retired Mark Acevedo's position as director of General Services and Special Events is being separated into two positions. The Town is seeking someone for the Special Events director. Communications Director Mary Rosenbleeth is temporarily acting as director of Special Events.

Discussion of Events/Meetings

There will be a Belt Line Streetscape Community meeting on April 3, 2018 at the Addison Athletic Club. There are two time slots for community members to attend and provide input: 5pm - 6pm and 7pm - 8pm. The Town will give an overview of the current Belt Line beautification project. Announcements of special project committee meetings are posted through the Town's agenda distribution/email system.

5. **Recognition of Fire Department Members John Lage and Tim Tomlinson for Completion of the National Fire Academy's Managing Officer Program.**

Fire Chief David Jones recognized Addison Fire Department members, Captain John Lage and Fire Equipment Operator Tim Tomlinson for successfully completing the two year "Managing Officer Program" with the National Fire Academy. This accomplishment represents their commitment to strive for personal and professional excellence, and desire to enhance their department and community. Mayor Chow offered his congratulations and thanked fire fighters from Farmers Branch and Addison for their effort to contain a recent hotel fire.

Public Comment.

The City Council invites citizens to address the City Council on any topic not on this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker with fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.

Five residents of Farmers Branch addressed the Council concerning issues and negotiations between Farmers Branch and the Town of Addison regarding Farmers Branch Creek. All speakers expressed concern for their residential properties that they feel have been affected by the actions of Addison and cited environmental concerns. All speakers encouraged the Council to take action to alleviate the problems and comply with the TCEQ permit.

Speakers included John Norwood, Todd Womble, Hooman Sedighi, John Brownlee, and Mike Bomgardner.

Consent Agenda:

All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

7. **Consider Action to Approve the February 27, 2018 and the March 6, 2018 City Council Meeting Minutes.**

Councilmember Ward pulled Item 7 from the Consent Agenda for separate discussion and requested verbiage changes be made and a typo be corrected.

Motion to approve as amended- Councilmember Ward; second by Councilmember Angell; motion passed with a vote of 7-0.

8. **Consider Action to Approve a Resolution for a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the Design and Implementation of the Town-wide Traffic Signal Optimization Project and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$171,000.

Councilmember Walden requested Item 8 be pulled from the Consent Agenda for separate discussion. He requested an explanation of the process and expected improvements. Assistant Director of Infrastructure Development Services Jason Shroyer told the Council that the previous contract of this kind was entered into in 2009. The process should be repeated every 7-10 years. He described the impact of not coordinating traffic signals with surrounding cities (Dallas, Carrollton, and Farmers Branch) and that an optimization project needs to be done in order to maintain an efficient system. The data gathering portion of the contract will be conducted prior to Summer 2018 and improvements made will be completed in December 2018.

Motion to approve- Councilmember Walden; second by Councilmember Ward; motion passed with a vote of 7-0.

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9. Consider Action to Approve a **Resolution for the Selection of a Plan for the Addison Circle Park Interactive Display Fountains located at the Addison Circle Park.**

Motion to approve- MPT Hughes; second by DMPT Duffy; motion passed with a voted of 7-0.

Regular Items

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10. Present, Discuss, and Consider Action on an **Ordinance Granting a Meritorious Exception from the Code of Ordinances Chapter 62 Section 62-140. - Gasoline Signs and Section 62-162. - Premises Signs for Race Trac Located at 15196 Marsh Lane on the Northeast Corner of Marsh Lane and Arapaho Road, in Order to Permit Gas Price Signage on the Canopy and to Permit Additional Signage on the West Facade of the Building.**

Assistant Director of Development Services Charles Goff reviewed this item. He stated the Race Trac has requested they be allowed to post fuel price per gallon signs on the canopy above the fuel pumps rather than their current location on the pump pillars. In addition, Race Trac is requesting permission to install a second sign on the exterior facade of the building; the ordinance only allows one.

Andrew Malzer representing Race Trac was given the opportunity to address the Council. He provided a visual depiction of how the signage would be changed. Mr. Goff advised that no other gas stations have been allowed to place pricing signs on the canopies. A brief Council discussion followed.

Motion to deny- DMPT Duffy; second by Councilmember Walden; motion passed with a vote of 5-2 [Braun and Ward voted no.]

Meeting Adjourned at 9:20 p.m.

Mayor-Joe Chow

Attest:

Interim City Secretary- Christie Wilson

Work Session and Regular Meeting**Meeting Date:** 04/10/2018**Department:** Infrastructure- Development Services

AGENDA CAPTION:

Consider Action to Approve a **Resolution for Construction Management Services with UDR, Inc. in Connection with the Construction of the Public Infrastructure Improvements for Phase 8 of the Vitruvian Development located at Marsh Lane and Spring Valley Road and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \$187,956.24.**

BACKGROUND:

On June 26, 2013, the Town and UDR and various named partners executed an Amended and Restated Master Facilities Agreement (MFA) that covers the development known as Vitruvian Park in the area of Addison that is bounded by Vitruvian Way, Spring Valley Road, and Marsh Lane. Section 6.B.2, of the MFA states that the Town will retain UDR as the construction manager for the construction of the public infrastructure improvements under a separate agreement. Under this agreement, UDR will ensure that the improvements are completed in a timely manner and in accordance with the construction contract documents, plans, and specifications.

Under the Master Facilities Agreement, public infrastructure improvements are defined as the public streets, easements, and other public rights-of-way, water, sewer, and drainage facilities, park facilities, and all other proposed public facilities and improvements as depicted on the construction plan and specifications. Once a contractor is selected for the construction of the public improvements, the Town and UDR will enter into a Construction Management Agreement (CMA) for these services.

Section 2.(c) of the MFA stipulates that UDR is entitled to be paid an amount equivalent to 8% of the total construction costs for the public infrastructure improvements as determined by the regular construction bidding process. The request for bids for the Phase 8 public improvements project was posted to BidSync on January 23, 2018 and the bid phase closed on February 13, 2018. Four bids were received and Council will consider the award to the low bidder at the April 10, 2018 Council meeting. The low bid is \$2,349,453. Therefore, UDR's fee for construction management services will be \$187,956.24.

Under the terms of the CMA, UDR will designate a construction manager who will communicate to the Town any issues related to the construction of the public improvements and will act as the Town's representative on site. The Construction Manager will provide construction observation, supervision, and coordination of all construction work related to the public improvements for Phase 8. UDR will schedule regular meetings with Town staff regarding the planning and construction of the improvements and will also ensure that the work of the contractor has been inspected so as to guard against any defects and deficiencies in the improvements. UDR will not, however, assume any responsibility for the means and methods used by the contractor. UDR will review all invoices or pay requests from the selected contractor and will forward those to the Town for payment along with any supporting documentation the Town requires.

Funds are available for this expenditure in the Vitruvian Bonds for Phase 8 public improvements.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Vitruvian Phase 8 Construction Management Agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE ASSIGNMENT AND CONSTRUCTION SERVICES AGREEMENT BETWEEN THE TOWN OF ADDISON AND UDR, INC., VPDEV 1 LLC AND VP WEST 1, LLC, IN THE AMOUNT OF \$187,956.24, FOR WORK AND SERVICES AS CONSTRUCTION MANAGER AND SUPERVISOR AND COORDINATOR ASSOCIATED WITH THE VITRUVIAN PARK PUBLIC INFRASTRUCTURE – BLOCK 500 A (PHASE VIII), AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Assignment and Construction Services Agreement between the Town of Addison and UDR, Inc., VPDEV 1, LLC and VP West 1, LLC, in the amount of \$187,956.24, for work and services as construction manager and supervisor and coordinator associated with the Vitruvian Park Public Infrastructure – Block 500 A (Phase VIII), 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 10th day of April, 2018.

Joe Chow, Mayor

ATTEST:

By: _____
Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS

§
§
§
§

ASSIGNMENT AND CONSTRUCTION SERVICES AGREEMENT

COUNTY OF DALLAS

This Assignment and Construction Services Agreement (the "Agreement") is made and entered into this _____ day of April, 2018 by and between the Town of Addison, Texas (the "City"), UDR, Inc., a Maryland corporation ("UDR"), DCO Realty, Inc., a Delaware corporation, successor-in-interest to DCO Brookhaven Center LP ("DCO") (the City, UDR, and DCO are sometimes referred to together herein as the "parties" and individually as a "party").

Recitals:

1. UDR, together with DCO Talisker LP, a Delaware limited partnership, DCO Garden Oaks LP, a Delaware limited partnership, DCO Glenwood Apartments LP, a Delaware limited partnership, DCO Clipper Pointe LP, a Delaware limited partnership, DCO Springhaven LP, a Delaware limited partnership, DCO Addison At Brookhaven LP, a Delaware limited partnership, Savoye LLC, a Delaware limited liability company, Savoye 2 LLC, a Delaware limited liability company, Fiori LLC, a Delaware limited liability company, VP West 1 LLC, a Delaware limited liability company, VPDEV 1 LLC, a Delaware limited liability company, VPDEV 2 LLC, a Delaware limited liability company, and DCO (collectively, the "Property Owners") are the sole owners of certain real property located in the City, which real property is described in Exhibit A to the Facilities Agreement (as the term "Facilities Agreement" is hereinafter defined (the "Property"). DCO is the owner of a portion of the Property, which portion is described in Exhibit A attached hereto and incorporated herein (the "Phase Five Property").

2. The Property is in the process of redevelopment by UDR and the other Property Owners (including DCO) (to the extent of their respective ownership of the Property), which redevelopment consists of a mixed use development with urban residential, commercial, and retail uses organized within a system of pedestrian-friendly streets and trails, integrating therein an existing creek, surrounding green space, and open space for recreation opportunities, along with water features, passive recreation amenities and landscapes intended to provide enhanced aesthetics (the "Project"). The redevelopment of the Property, as reflected in the Facilities Agreement (as hereinafter defined) is divided into phases, as reflected in Exhibit E of the Facilities Agreement. UDR and DCO are in the process of the development and construction of the Block 500 A ("Phase VIII") as defined and described in the Facilities Agreement (as "Facilities Agreement" is hereafter defined).

3. In connection with the redevelopment of the Property, on March 11, 2008, the City, UDR and the Property Owners entered into an agreement entitled "Master Facilities Agreement," as subsequently amended on June 26, 2013 (the "Facilities Agreement") which provides in part for funding by the City to pay for a portion of the cost to design and construct certain public facilities and improvements as described in the Facilities Agreement and referred to therein as the "Public Infrastructure Improvements" (and so called herein). In the Facilities Agreement, the Public Infrastructure Improvements are separated by City funding (identified in the Facilities Agreement as Funding No. 2 (and so called herein)) and by phases (e.g., Phase I Infrastructure,

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Phase II Infrastructure) as reflected in Exhibit C-2 thereof, and further separated by type of improvement as reflected in Exhibit D to the Facilities Agreement.

4. The Facilities Agreement recognizes the construction by UDR and the other Property Owners (including DCO) of certain private facilities and improvements within the Property and the need to coordinate the construction of private facilities and improvements with the construction of public facilities and improvements. In order to accommodate such coordination, the Facilities Agreement provides that, following the award and execution by the City of a contract to construct Public Infrastructure Improvements, the City will assign its rights, powers, duties, and obligations under the applicable construction contract to UDR, and UDR will then act and serve as the owner and construction manager under the applicable construction contract for all purposes.

5. The Public Infrastructure Improvements identified in the Facilities Agreement include those facilities and improvements described in Exhibit B attached hereto and incorporated herein (for purposes of this Agreement, the "Current Public Improvements"). The Current Public Improvements are part of the Phase VIII Infrastructure as shown on Exhibit C-2 to the Facilities Agreement and are included within that area identified as Phase VIII in Exhibit E to the Facilities Agreement. Further, the Current Public Improvements constitute Water, Sanitary Sewer, Storm Drain Improvement associated with Brookhaven Club Drive, Ponte Avenue and Vitruvian Park to be known as the Vitruvian Park Public Infrastructure – Block 500 A as described in Exhibit D to the Facilities Agreement. The Current Public Improvements are to be constructed on or immediately adjacent to the Phase One Property.

6. In accordance with applicable law, the City has selected Flow-Line Construction, Inc. (the "Contractor") to construct the Current Public Improvements and has entered into a contract with the Contractor dated _____ to perform such construction (the "Current Public Improvements Construction Contract" or "Construction Contract") for Two Million Three Hundred Forty Nine Thousand Four Hundred Fifty Three Dollars and No Cents (\$2,349,453.00) (a true and correct copy of the Construction Contract is on file in the office of the Public Works Director of the City). Engineering services to design the Current Public Improvements and to prepare plans and specifications for the construction of the Current Public Improvements have been provided by Icon Consulting Engineers, Inc. ("Engineer"). In accordance with the Facilities Agreement, the City by this Agreement desires to assign to UDR the City's rights, powers, duties and obligations under the Construction Contract, and UDR desires to accept such rights, powers, duties and obligations and to serve as the owner and construction manager for all purposes under and with respect to the Construction Contract.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, and other good and valuable consideration, the Town of Addison, Texas and UDR, Inc., and Phase V Owners do hereby contract and agree as follows:

Section 1. Incorporation of Recitals. The above and foregoing Recitals are true and correct and are incorporated herein for all purposes.

Section 2. Funding. The Current Public Improvements described in Exhibit B attached hereto are a part of the Phase VIII Infrastructure as generally described on Exhibit C-2 to the Facilities Agreement and as provided on the concept plan, plans, and specifications for Phase

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VIII as reviewed and approved by the City on January 22, 2018 incorporated herein for all purposes, constitute Water, Wastewater, Drainage and Streetscape Infrastructure (within the Phase VIII Infrastructure) as shown on the said Exhibit C-2, and further constitute Water Improvements, Wastewater Improvements, and Drainage Improvements as shown on Exhibit D to the Facilities Agreement. The Facilities Agreement provides that the City's funding for the design and construction of the Public Infrastructure Improvements will be allocated as described in Exhibit D to the Facilities Agreement and will not exceed the amounts set forth in Exhibit C-2 to the Facilities Agreement. The Facilities Agreement further provides that, with one exception in Section 7.C. of the Facilities Agreement not applicable to this Agreement, if the design and construction costs for any Public Infrastructure Improvements exceeds the projected total costs for the relevant Public Infrastructure Improvements set forth in Exhibit C-2 to the Facilities Agreement, UDR and the Property Owners (including DCO) will pay the City the difference between contracted costs and projected total costs prior to the execution of a construction contract by the City related to such Public Infrastructure Improvements. With respect to the Current Public Improvements, it is anticipated that the design and construction costs for the Current Public Improvements (exclusive of any change orders) will not exceed the projected total costs for the relevant Public Infrastructure Improvements set forth in Exhibit C-2 to the Facilities Agreement.

A description of the anticipated total costs to design and construct the Current Public Improvements, as of the date of this Agreement, is set forth in Exhibit C attached to and incorporated into this Agreement. Upon final completion of the construction of the Current Public Improvements, the City shall prepare revisions to Exhibit C which reflects the actual costs incurred and paid by the City to design and construct the Current Public Improvements (the "True-Up Exhibit C"). The City shall, upon finalizing the True-Up Exhibit C, provide a copy of the same to UDR, and the True-Up Exhibit C shall serve as the final determination of the actual costs incurred by the City to design and construct the Current Public Improvements. For purposes of subsequent design and construction of other Public Infrastructure Improvements, the costs set forth in the True-Up Exhibit C shall be used, in connection with the design and construction of other and additional Public Infrastructure Improvements, in determining whether the maximum amounts set forth in Exhibit C-2 and in Exhibit D have been met.

With respect to any change order in connection with the Construction Contract, to the extent a change order is necessary for the successful completion of the Work and construction as identified and described in the Construction Contract, the cost for such change order will be paid from funds applicable thereto (as set forth in and in accordance with the Facilities Agreement) which may then be available, if any; if such funds are not available, UDR shall pay the change order.

Section 3. Assignment. The City does hereby assign and transfer all of its rights, powers, duties and obligations under the Current Public Improvements Construction Contract to UDR. UDR shall act and serve as the owner and construction manager under the Construction Contract for all purposes, including, observation, supervision and coordination of all construction work.

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Section 4. Construction Management.

A. Construction Manager; Inspection of Work.

1. In connection with the performance of the Work and the construction of the Current Public Improvements, UDR shall perform construction management services and shall coordinate the construction of the Current Public Improvements. In connection with such services, UDR shall comply with and abide by the terms, conditions, and provisions set forth in Exhibit D attached hereto and incorporated herein (and references in the said Exhibit D shall mean and refer to UDR and the Construction Manager designated by UDR as described below).

UDR shall consult with and obtain approval from the City regarding the designation of an individual to serve as the construction manager (the "Construction Manager") for the Current Public Improvements. UDR and DCO shall be fully responsible for the work and services of a construction manager, and for the Construction Manager and all of the Construction Manager's work and activities. Following such designation UDR shall promptly provide to the City the name of the person so designated and the person's contact information, and shall promptly update such contact information in the event of any change.

The person designated by UDR as the Construction Manager shall have significant experience in managing construction projects of the type that is the subject of the Current Public Improvements Construction Contract. The Construction Manager shall, and UDR shall cause the Construction Manager to, meet and communicate with the City, including the City's Director of Public Works and the Director of Parks, on a regular basis. Among other things, the Construction Manager shall inform the City Manager of all emergencies and the occurrence of any unforeseen circumstances relating to the Construction Contract.

In the event the performance of the Construction Manager is reasonably determined by the City Manager to be unsatisfactory to the City Manager as evidenced by written notice to UDR from the City Manager, UDR shall, if the Construction Manager has not cured the unsatisfactory performance as set forth in the notice within a reasonable period of time following written receipt of such request (but in any event not to exceed 30 days, but such time period may be extended if necessary in order to comply with any applicable federal, state, or local law or regulation), remove the current Construction Manager and appoint a replacement in accordance with the provisions of this subsection within a reasonable time period thereafter (but not to exceed 15 days).

2. UDR shall use its best efforts to ensure that the work as described and set forth in the Current Public Improvements Construction Contract to be performed under the Construction Contract is (and including the construction of the Current Public Improvements) (the "Work") is completed in a timely manner and in accordance with the Construction Contract documents, plans, standards, specifications, and other materials and information related thereto. UDR shall coordinate the construction as a construction manager, including confirming that the Engineer has inspected the Work of the Contractor, to guard the City against defects and deficiencies in the Work without assuming responsibility for the means and methods used by the Contractor, and in accordance therewith UDR shall promptly notify the City of any defects or deficiencies in the Work.

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3. In connection with its construction management services, UDR will facilitate weekly meetings with designated City staff members regarding the planning and construction of the Current Public Improvements, which meetings shall occur more often as may be requested by the City. In connection with or related to the Work, UDR shall coordinate testing by any geotechnical engineering firm which has been selected by the City in accordance with the Facilities Agreement upon written notice thereof to UDR from the City.

B. Contractor Claims. Except as provided in paragraph C of this Section 4, UDR and DCO shall fully resolve and completely pay or settle, by litigation or otherwise, any claims of the Contractor or any subcontractor arising out of the Construction Contract, without involving the City.

C. Payment to Contractor; City's Wrongful Failure to Make Payments.

1. UDR shall review all invoices or pay or draw requests received from the Contractor and forward the same to the City for payment with such supporting documentation as the City may require. Except as provided in this Agreement or in the Facilities Agreement, all payments for Work performed under the Construction Contract shall be paid by the City and made payable to the Contractor and shall be delivered to UDR for forwarding to the Contractor; provided, however, that the City shall not be obligated to make a payment under any such invoice or pay estimate unless UDR has provided to the City a certification regarding the invoice or pay estimate and UDR has reviewed and approved the same.

UDR's certification shall be by affidavit sworn to by the appropriate official of UDR authorized to submit the same, and shall certify that the estimate of Work completed for the relevant period is true and correct to the best of UDR's information and belief, has been measured and verified in accordance with the Construction Contract documents, and that all Construction Contract preconditions to payment have been met. If not previously provided to the City, copies of all material testing results (if applicable) shall be furnished with the certification.

With respect to each invoice or pay or draw request from the Contractor or any other contractor or material supplier, the City may withhold from the payment thereof the amount of retainage which is to be withheld from each payment to the Contractor under the Construction Contract and any other amounts in accordance with or as set forth in the Construction Contract.

Subject to the terms of the Construction Contract, retainage under the Construction Contract (together with any change orders thereto) will be made by the City to UDR for forwarding to the Contractor upon the final acceptance by the City of the Work performed by the Contractor.

2. All change orders with respect to the Construction Contract and the construction of the Current Public Improvements shall be processed and approved by the City in accordance with the City's procedure for the review and approval thereof. In the event of a change order which increases the cost of construction work for the construction of the Current Public Improvements, there shall be withheld from each payment of an invoice, pay request or draw in connection with that change order the retainage required to be withheld under the Construction Contract, and if such payment is made by UDR, UDR shall promptly transfer such retainage to the City.

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3. In order to secure the obligations of UDR to make payments under the Construction Contract (if any such payment is or may be required), UDR shall provide to the City, prior to the issuance of a notice to commence construction under the Construction Contract, UDR's guarantee of UDR's payment obligations in a form acceptable to the City.

4. In the event that claims from the Contractor under the Construction Contract result from the wrongful failure by the City to make construction payments in accordance with the terms of this Agreement, UDR may seek reimbursement in accordance with this paragraph C.4. of this Section. In the event UDR intends to seek reimbursement from the City for the expense incurred by UDR in resolving any claim caused directly by the City's wrongful failure to make such construction payments, UDR shall notify the City in writing of the claim and any proposed settlement or resolution. The City reserves the right upon such notice, and at the City's sole election, to make an audit of those portions of the books, records, accounts and other data of UDR and of the Contractor relating to the claim and overall performance of the Current Public Improvements Construction Contract before approving payment of such claim.

D. Construction Management Fee. In connection with and for UDR's work and services as construction manager and supervisor and coordinator of the construction of the Current Public Improvements, the City shall pay to UDR an amount equivalent to eight percent (8%) of the total construction costs for the Current Public Improvements as set forth in the Construction Contract (and based upon the cost (\$2,349,453.00) of the Construction Contract as set forth above, such amount would be One Hundred Eighty Seven Thousand Nine Hundred Fifty Six Dollars and Twenty Four Cents (\$187,956.24)). Such amount shall be paid within thirty (30) days following the City's receipt of an invoice from UDR requesting such amount. Each such invoice from UDR shall not exceed an amount determined by multiplying (i) the amount of any unpaid invoice or pay or draw request properly submitted by the Contractor pursuant to the Construction Contract (less the amount of any retainage under the Construction Contract) for payment for the then current month and due and owing by the City, times (ii) eight percent (8%) (the intent being that the payment to UDR for UDR's construction management services shall parallel payment to the Contractor for the Contractor's Work and services under the Construction Contract). In accordance with the Facilities Agreement, the amounts paid to UDR pursuant to this paragraph shall be paid solely from Funding No. 2; and provided, however, that in accordance with the Facilities Agreement, UDR shall be entitled to such payment if and only if the costs to design and construct the Current Public Improvements (including the costs of any change orders) do not exceed the amount to be paid for the same as allocated and set forth in Exhibits C-2, and D of the Facilities Agreement.

If following the completion of construction of the Current Public Improvements for which UDR received a management fee, it is determined that UDR was not entitled to the management fee, UDR shall reimburse to the City the management fee to the extent funding was not available to pay the same as described herein.

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Section 5. Insurance.

A. At all times in connection with this Agreement, UDR and DCO shall purchase and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

1. Commercial General Liability insurance at minimum combined single limits of \$2,000,000 per-occurrence and \$5,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$2,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. 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. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

2. Employers Liability coverage at minimum limits of \$1,000,00 each occurrence each accident / \$1,000,000 by disease each occurrence / \$1,000,000 by disease aggregate.

3. Builders Risk coverage as follows:

- (a) "All Risk" Builders Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.
- (b) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes the Town of Addison responsible for materials. The deductible shall not exceed \$5,000.

C. UDR and DCO are nonsubscribers under the Texas Workers Compensation Act. Therefore UDR and DCO will maintain coverage and/or adequate collateral to fund payment of claims arising out of workplace injuries of UDR and DCO employees. UDR and DCO shall provide proof of same in form and content acceptable to the City.

D. With reference to the foregoing insurance requirement, UDR and DCO 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.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
3. A waiver of subrogation in favor of the Town of Addison, Texas, its officers, employees, and agents shall be contained in each policy required herein.
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.

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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. Developer may maintain reasonable and customary deductibles. Developer shall give notice of any deductible or retention obligations in excess of \$25,000.00.
9. Insurance must be purchased from insurers that are financially acceptable to the City 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. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to UDR and DCO and the City prior to the commencement of any Work under the Construction Contract, 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, UDR and DCO shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

SECTION 6. UDR'S AND DCO INDEMNITY OBLIGATION. UDR AND DCO (UDR AND DCO BEING REFERRED TO TOGETHER IN THIS SECTION 6 AS THE "DEVELOPER") COVENANT AND AGREE 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 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, JUDGMENTS, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) ANY ACT OR OMISSION, WORK OR SERVICES OF DEVELOPER OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT,

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CONTRACTOR, SUBCONTRACTOR, LICENSEE, OR CONCESSIONAIRE OF DEVELOPER, OR ANY OTHER PERSON OR ENTITY FOR WHOM DEVELOPER IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, AND CONCESSIONAIRE (COLLECTIVELY, THE "DEVELOPER PERSONS") AS THE OWNER AND CONSTRUCTION MANAGER UNDER THE CONSTRUCTION CONTRACT, (2) REPRESENTATIONS OR WARRANTIES BY DEVELOPER UNDER THIS AGREEMENT, AND/OR (3) ANY OTHER ACT OR OMISSION UNDER, IN CONNECTION WITH, OR IN PERFORMANCE OF THIS AGREEMENT OR OF THE CONSTRUCTION CONTRACT BY DEVELOPER OR BY ANY OF THE OTHER DEVELOPER PERSONS. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF ANY ADDISON PERSON OR BY CONDUCT OF AN ADDISON PERSON THAT GIVES RISE TO STRICT LIABILITY, BUT DOES NOT INCLUDE CLAIMS FOUND TO BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN ADDISON PERSON.

DEVELOPER SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR DEVELOPER RELATED TO OR ARISING OUT OF DEVELOPER'S ACTIVITIES UNDER THIS AGREEMENT OR THE CONSTRUCTION CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT DEVELOPER'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 DEVELOPER OF ANY OF ITS OBLIGATIONS HEREUNDER.

Section 7. Default.

A. In the event of a default by UDR and/or DCO, the City shall have the right to terminate this Agreement by giving at least thirty (30) days written notice of such termination to UDR. A default of this Agreement shall constitute a default under the Facilities Agreement. For purposes hereof, a default means and includes any violation of or breach of any provision of this Agreement.

UDR and DCO shall have a period of not more than thirty (30) days from the time of UDR's receipt of notice of default and termination is delivered by the City within which to cure any default of this Agreement. If any such default remains uncured to the satisfaction of the City at the end of such thirty (30) day period, the City may immediately terminate this Agreement by giving written notice thereof to UDR. Notwithstanding the proceeding to the contrary, the City Manager may approve reasonable extensions to cure periods or deadlines for performance of any work by UDR and DCO.

In the event of termination, all finished or unfinished data, studies, reports and other items related to this Agreement and prepared by or in the possession of UDR or the Construction Manager shall be promptly delivered to the City, such items being the property of the City.

B. Insolvency. If at any time after the execution of this Agreement (i) any insolvency proceedings shall be instituted against UDR or DCO pursuant to any Federal or State law now or hereafter enacted, or any receiver or trustee shall be appointed for all or any portion of UDR or

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any of DCO's business or property for which this Agreement is a material part, or any execution or attachment shall issue against UDR or DCO or any of UDR's or DCO's business or property for which this Agreement is a material part, and any of such proceedings, process or appointment be not discharged, dismissed or otherwise adjudicated within sixty (60) days from the date of such filing, appointment or issuance or within such other time as provided by applicable law or as may be ordered by a court of competent jurisdiction; or (ii) UDR or DCO shall be adjudged insolvent, or UDR or DCO shall make an assignment for the benefit of creditors, or UDR or DCO shall file a petition or petitions for (or enters into) an arrangement for reorganization, composition or any other arrangement with UDR's or DCO's creditors under any Federal or State law now or hereafter enacted, or this Agreement shall pass to or devolve upon, by operation of law or otherwise, anyone other than UDR or DCO, and unless this Agreement is otherwise assumed and the obligations thereunder cured, the occurrence of any one of such contingencies shall be deemed to constitute and shall be construed as a repudiation by UDR or DCO of UDR's or DCO's rights and obligations hereunder and shall cause this Agreement *ipso facto* to be cancelled and terminated effective as soon as permitted by then applicable law without thereby releasing UDR or DCO; and upon such termination this Agreement shall not be treated as an asset of UDR's or DCO's estate.

Section 8. Texas Law to Apply; Venue. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, without reference to its conflict of law provisions. Venue for any action or matter under this Agreement lies exclusively in Dallas County, Texas. This Agreement and all of its terms and conditions are subject to applicable federal, state, and local laws, ordinances, rules, regulations, and codes, including, without limitation, the Zoning Ordinance and the City Charter of the Town of Addison, Texas.

Section 9. Independent Contractor. Each of UDR and DCO is and shall at all times operate as an independent contractor and not as an agent of the City in connection with or during any performance of this Agreement, and nothing herein shall be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the parties hereto, or to allow the City to exercise discretion or control over the manner in which UDR and DCO perform the work and services which are the subject matter of this Agreement; provided always however that the work and services to be provided by UDR and DCO shall be provided in a manner consistent with all applicable laws, standards and regulations governing the same. No personnel of UDR or DCO or of any contractor or UDR or DCO shall be deemed under any circumstances to be an agent or employee of the City, nor do such personnel have authority to bind the City by any representation, promise, contract or agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

Section 10. Entire Agreement. This Agreement represents the entire and integrated agreement between the City, UDR and DCO relative to the matters contained herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City, UDR and DCO. UDR and DCO shall be entitled to no other benefits than those specified herein.

Section 11. Severability. If any clause, paragraph, section, term, provision or portion of this Agreement shall be found to be illegal, unlawful, unenforceable, unconstitutional or void

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for any reason by a court of competent jurisdiction, the same shall be fully severable and this Agreement shall be construed as if such said clause, paragraph, section, term, provision or portion had not been in the Agreement initially. In lieu of any such illegal, unlawful, unenforceable, unconstitutional or void provision, the parties agree to seek to reasonably negotiate to add to this Agreement a provision as similar in its terms to such illegal, unlawful, unenforceable, unconstitutional or void provision as may be possible and be legal, valid and enforceable.

Section 12. Miscellaneous.

A. In connection with this Agreement and the matter set forth herein, all of UDR's, DCO's, and the Construction Manager's books and other records related to the Construction Contract and the construction of the Current Public Improvements shall be available for inspection by the City at UDR's office in Dallas, Texas (located at 3875 Ponte Avenue, Suite 400, Addison, Texas 75001). The City further has the right to conduct inspections of all places where Work is undertaken pursuant to the Construction Contract or otherwise in connection with this Agreement.

B. Neither UDR nor DCO shall have the authority to or shall assign, convey, subcontract, pledge, or otherwise transfer in any manner this Agreement, or any of the privileges, rights, or duties set forth herein, to any other person or entity, without the express prior written approval and consent of the other party. Any assignment, conveyance, pledge, subcontract, or other transfer in violation of this provision shall be null and void *ab initio* and cause for immediate termination (no period of cure) by the other party.

C. 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.

D. Except as otherwise provided for in this Agreement, all obligations and responsibilities arising prior to the expiration or termination of this Agreement allocating responsibility or liability of or between the parties shall survive the completion or termination of this Agreement, and any rights and remedies either party may have with respect to the other arising out of the performance during the term of this Agreement shall survive the cancellation, expiration, or termination of this Agreement.

E. 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 option 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.

F. Where the terms of this Agreement require that notice in writing be provided or given, such notice 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

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Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed delivered and given (x) when received if delivered personally (y) three (3) days following the deposit of the notice in the United States mail, postage prepaid, and sent by certified mail, return receipt requester and properly addressed as set forth below, and (z) twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. Address for purpose of this Section are as follows:

To the City:

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254-7606
Attn: City Manager

To UDR and/or DCO:

c/o UDR, Inc.
1745 Shea Center Drive, Suite 200
Highlands Ranch, CO 80129
Attn: Andrew Cantor

With a copy to:

c/o UDR, Inc.
1745 Shea Center Drive, Suite 200
Highlands Ranch, CO 80129
Attn: Legal

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

G. This Agreement and all of its terms and conditions are subject to applicable laws, ordinances, rules, regulations, and codes, including, without limitation, the City Charter of the Town of Addison, Texas.

H. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, 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. UDR and DCO warrant and represent to the City that there are no other parties, persons, or entities (including any other parties, persons, or entities who may have a lien against or interest in the Phase One Property) whose consent to or approval of this Agreement is or may be necessary in order to effectuate this Agreement and to allow UDR and/or DCO to carry out their duties, responsibilities, and obligations under this Agreement.

I. 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 City, its officials, officers, employees, representatives, and agents is or may be entitled.

EXHIBIT A

J. 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. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document. All exhibits, schedules and addenda attached to this Agreement are incorporated herein by reference and for all purposes. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

K. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

EXECUTED at Dallas County, Texas on the day and year first written above.

TOWN OF ADDISON, TEXAS

UDR, INC.
a Maryland corporation

By: _____
Wesley S. Pierson, City Manager

By:  _____
David G. Thatcher
Vice President – General Counsel

ATTEST:

DCO:
DCO Realty, Inc.,
a Delaware corporation

By: _____
Christie Wilson, Interim City Secretary

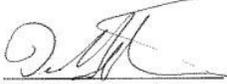
 _____
David G. Thatcher
Vice President

EXHIBIT A

EXHIBIT A TO ASSIGNMENT AND CONSTRUCTION SERVICES AGREEMENT

DCO Greenhaven LP, a Delaware limited partnership, is the owner of a 10.320 acre tract out of the Noah Good Survey Abstract No. 520 and being part of the deed recorded in Instrument No. 200600335782, City of Addison, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the Northeast corner of Brooktown Townhouses, Volume 90205 Page 85, Dallas County, Texas and the South line of Brookhaven Club Drive (100 foot R.O.W.);

THENCE North 41 degrees 12 minutes 11 seconds East, 638.50 feet along Brookhaven Club Drive (100 foot R.O.W.) to a 1/2 inch iron rod set in the South line of Brookhaven Club Drive (100 foot R.O.W.);

THENCE South 48 degrees 47 minutes 49 seconds East, 705.81 feet to a 1/2 inch iron rod set;

THENCE South 41 degrees 12 minutes 12 seconds West, 92.00 feet to a 1/2 inch iron rod set;

THENCE North 48 degrees 47 minutes 49 seconds West, 150.24 feet to a 1/2 inch iron rod set;

THENCE South 41 degrees 12 minutes 11 seconds West, 297.17 feet to a 1/2 inch iron rod set being the beginning of a curve to the left having a central angle of 35 degrees 00 minutes 48 seconds a radius of 117.51 feet with a chord bearing and distance of South 06 degrees 30 minutes 5 seconds East, 70.70 feet;

THENCE around said curve an arc distance of 71.81 feet to a 1/2 inch iron rod set being the beginning of a curve to the right having a central angle of 51 degrees 58 minutes 58 seconds a radius of 44.00 feet with a chord bearing and distance of South 01 degrees 59 minutes 00 seconds West, 38.56 feet;

THENCE around said curve an arc distance of 39.92 feet to a 1/2 inch iron rod set being the beginning of a curve to the left having a central angle of 27 degrees 48 minutes 52 seconds a radius of 44.00 feet with a chord bearing and distance of South 14 degrees 04 minutes 03 seconds West, 21.15 feet;

THENCE around said curve an arc distance of 21.36 feet to a 1/2 inch iron rod set;

THENCE South 00 degrees 09 minutes 37 seconds West, 106.59 feet to a 1/2 inch iron rod set at the North line of Brookhaven College REP, Volume 86105 Page 2676;

THENCE North 89 degrees 50 minutes 23 seconds West, 127.16 feet to a 1/2 inch iron rod found at the Northeast common corner of Lots 20 and 21 of Wooded Creek Estates Volume 92134 Page 3046 and the Northwest corner of Brookhaven College REP Volume 86105 Page 2676;

THENCE North 89 degrees 46 minutes 21 seconds West, 349.43 feet along the North line of Lot 20 of Wooded Creek Estates Volume 92134 Page 3046 to a 1/2 inch iron rod found at the Southeast corner of Brooktown Townhouses Volume 90205 Page 85 and the North line of Lot 19 of Wooded Creek Estates Volume 92134 Page 3046;

THENCE North 318.93 feet along the East line of Brooktown Townhouses Volume 90205 Page 85 to a 1/2 inch iron rod found;

EXHIBIT A

EXHIBIT B TO ASSIGNMENT AND CONSTRUCTION SERVICES AGREEMENT

Water, Sanitary Sewer, Drainage and Streetscape Improvements associated with Brookhaven Village Shopping Center to be known as **Vitruvian Park Public Infrastructure – Block 500A** in the Town of Addison, Texas, in accordance with specifications and contract documents prepared by Icon Consulting Engineers, Inc. and approved by the Town of Addison..

EXHIBIT A

EXHIBIT C

VITRUVIAN PARK PUBLIC INFRASTRUCTURE - BLOCK 500 A WATER, SANITARY SEWER AND PAVING IMPROVEMENTS TOWN OF ADDISON PROJECT #2017-07

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
1	1	L.S.	For Mobilization (not to exceed 5% of total bid amount) complete in place, the sum of _____ <i>One Hundred Seventeen Thousand</i> Dollars and <i>Zero</i> Cents per Lump Sum	117,000.00	117,000.00
2	1	L.S.	For Installation and Maintenance of Barricades, Signage, Pav't Markings and Traffic Control Measures for Marsh Lane Improvements complete in place, the sum of _____ <i>Twenty thousand</i> Dollars and <i>Zero</i> Cents per Lump Sum	29,000.00	29,000.00
3	1	L.S.	For Installation and Maintenance of Barricades, Signage, Pav't Markings and Traffic Control Measures for Spring Valley Road Improvements complete in place, the sum of _____ <i>Fifteen thousand</i> Dollars and <i>Zero</i> Cents per Lump Sum	15,000.00	15,000.00
4	1	L.S.	For Furnishing, Installation and Maintenance of Traffic Control Measures for Shopping Center Phase 1 Improvements complete in place, the sum of _____ <i>Ten thousand</i> Dollars and <i>Zero</i> Cents per Lump Sum	19,000.00	19,000.00

EXHIBIT A

EXHIBIT C

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
5	1	L.S.	For Furnishing, Installation and Maintenance of Traffic Control Measures for Shopping Center Phase 2 Improvements complete in place, the sum of _____ <i>Ten thousand</i> Dollars and <i>Zero</i> Cents per Lump Sum	10,000.00	10,000.00
6	1	L.S.	For Furnishing, Installation and Maintenance of Traffic Control Measures for Shopping Center Phase 3 Improvements complete in place, the sum of _____ <i>Ten thousand</i> Dollars and <i>Zero</i> Cents per Lump Sum	10,000.00	10,000.00
7	1	L.S.	For Furnishing, Installation and Maintenance of Traffic Control Measures for Shopping Center Phase 4 Improvements complete in place, the sum of _____ <i>Ten thousand</i> Dollars and <i>Zero</i> Cents per Lump Sum	10,000.00	10,000.00
8	3	EA.	For Furnishing and Installing Project Signs in Accordance with Sign Plan complete in place, the sum of _____ <i>One thousand</i> Dollars and <i>Zero</i> Cents per Each	1,000.00	3,000.00

EXHIBIT A

EXHIBIT C

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
9	1	L.S.	For Compliance with Storm Water Pollution Prevention Plan Including Maintenance of Erosion Control Devices complete in place, the sum of _____ <u>Four thousand</u> Dollars and <u>Zero</u> Cents per Lump Sum	4,000.00	4,000.00
10	1	EA.	For Furnishing, Installation and Maintenance of Construction Entrance complete in place, the sum of _____ <u>Four thousand</u> Dollars and <u>Zero</u> Cents per Each	4,000.00	4,000.00
11	2,659	L.F.	For Furnishing, Installation and Maintenance of Silt Fence Sediment Barrier complete in place, the sum of _____ <u>Four</u> Dollars and <u>Zero</u> Cents per Linear Foot	4.00	10,636.00
12	13	EA.	For Furnishing, Installation and Maintenance of Inlet Protection Devices complete in place, the sum of _____ <u>Two hundred</u> Dollars and <u>Zero</u> Cents per Each	200.00	2,600.00
13	2	EA.	For Removal, Storage and Re-installation of Existing Street Signage complete in place, the sum of _____ <u>one hundred Twenty</u> Dollars and <u>Zero</u> Cents per Each	120.00	240.00

EXHIBIT A

EXHIBIT C

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
14	6	EA.	For Removal and Disposal of Existing Trees complete in place, the sum of _____ <u>Three Hundred</u> Dollars and <u>Zero</u> Cents per Each	300.00	1,800.00
15	4,704	L.F.	For Sawcutting of Existing Concrete Pavement (Reference Sheet 3) complete in place, the sum of _____ <u>Eight</u> Dollars and <u>Zero</u> Cents per Linear Foot	8.00	37,632.00
16	5,495	S.Y.	For Removal & Recycling of Existing Concrete Pavement complete in place, the sum of _____ <u>Fifteen</u> Dollars and <u>Zero</u> Cents per Square Yard	15.00	82,425.00
17	1,781	S.Y.	For Furnishing and Placing 10" Reinforced Concrete Pavement (4200 PSI) complete in place, the sum of _____ <u>Ninety Five</u> Dollars and <u>Zero</u> Cents per Square Yard	95.00	169,195.00
18	2,685	S.Y.	For Furnishing and Placing 8" Reinforced Concrete Pavement (4200 PSI) complete in place, the sum of _____ <u>Seventy Five</u> Dollars and <u>Zero</u> Cents per Square Yard	75.00	201,375.00

EXHIBIT A

EXHIBIT C

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
19	780	L.F.	For Constructing 6" Reinforced Monolithic Concrete Curb complete in place, the sum of _____ <u>Fifteen</u> Dollars and <u>Zero</u> Cents per Linear Foot	15.00	11,700.00
20	239	L.F.	For Constructing 6" Reinforced Monolithic Concrete Sidewalk Curb complete in place, the sum of _____ <u>Fifteen</u> Dollars and <u>Zero</u> Cents per Linear Foot	15.00	3,585.00
21	356	L.F.	For Constructing 6" Reinforced Concrete Curb & Gutter complete in place, the sum of _____ <u>Fifty</u> Dollars and <u>Zero</u> Cents per Linear Foot	50.00	17,800.00
22	6,123	S.F.	For Furnishing and Placing 5-inch thick Reinforced Concrete Sidewalk Enhanced Pavement complete in place, the sum of _____ <u>Thirteen</u> Dollars and <u>Zero</u> Cents per Square Foot	13.00	79,599.00
23	5,645	S.F.	For Furnishing and Placing 4-inch thick Reinforced Concrete Sidewalk Pavement complete in place, the sum of _____ <u>Nine</u> Dollars and <u>Zero</u> Cents per Square Foot	9.00	50,805.00

EXHIBIT A

EXHIBIT C

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
24	5	EA.	For Furnishing and Placing Sidewalk Pedestrian Curb Ramps (Ref. PED - 12A) complete in place, the sum of _____ <i>Five thousand</i> Dollars and <i>Zero</i> Cents per Each	5,000.00	25,000.00
25	16	EA.	For Furnishing and Installing Detectable Warning Surface (Ref. PED - 12A) complete in place, the sum of _____ <i>One thousand</i> Dollars and <i>Zero</i> Cents per Each	1,000.00	16,000.00
26	286	S.F.	For Furnishing and Installing Pavestone Concrete Street Paver, Running Bond Pattern, 3-1/8" Thickness, Bellows Brown Color complete in place, the sum of _____ <i>Seven</i> Dollars and <i>Zero</i> Cents per Square Foot	17.00	4,862.00
27	1,342	S.F.	For Furnishing and Installing Pavestone Concrete Paver, Holland Stone, 2-3/8" Thickness, Bellows Brown Color complete in place, the sum of _____ <i>Nine</i> Dollars and <i>Zero</i> Cents per Square Foot	9.00	12,078.00
28	112	S.F.	For Furnishing and Installing Pavestone ADA Truncated Dome Concrete Paver, Running Bond Pattern, 2-3/8" Thickness, Bellows Brown Color complete in place, the sum of _____ <i>Thirty Four</i> Dollars and <i>Zero</i> Cents per Square Foot	34.00	3,808.00

EXHIBIT A

EXHIBIT C

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
29	46 607	L.F.	For Furnishing, Laying and Compacting Short Term Asphalt Pavement Trench Repair complete in place, the sum of _____ _____ Dollars and <u>Zero</u> Cents per Linear Foot	20.00	12,140.00
30	16	EA.	For Furnishing and Installing Type 11 ReflectORIZED Blue Pav't Markers for Hydrants complete in place, the sum of _____ _____ Dollars and <u>Zero</u> Cents per Each	27.00	432.00
31	2,087	L.F.	For Removal and Disposal of Existing Water Main complete in place, the sum of _____ _____ Dollars and <u>Zero</u> Cents per Linear Foot	18.00	37,566.00
32	704	L.F.	For Removal and Disposal of Existing Water Service complete in place, the sum of _____ _____ Dollars and <u>Zero</u> Cents per Linear Foot	14.00	9,856.00
33	19	EA.	For Removal and Salvage of Existing Water Valves complete in place, the sum of _____ _____ Dollars and <u>Zero</u> Cents per Each	300.00	5,700.00

EXHIBIT A

EXHIBIT C

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
34	11	EA.	For Removal and Salvaging of Existing Fire Hydrant Assembly complete in place, the sum of _____ <u>Five Hundred</u> Dollars and <u>Zero</u> Cents per Each	500.00	5,500.00
35	5	EA.	For Relocation of Exist Water Meter complete in place, the sum of _____ <u>One Hundred</u> Dollars and <u>Zero</u> Cents per Each	100.00	500.00
36	29	EA.	For Cutting and Plugging of Existing Water Main complete in place, the sum of _____ <u>Four Hundred</u> Dollars and <u>Zero</u> Cents per Each	400.00	11,600.00
37	2,800	L.F.	For Furnishing and Placing of Grout Fill in Abandoned Water Main complete in place, the sum of _____ <u>Seven</u> Dollars and <u>Zero</u> Cents per Linear Foot	7.00	19,600.00
38	8	EA.	For Removal of Existing Water Valve Cap and Grout Filling of Abandoned Water Valve Box complete in place, the sum of _____ <u>Two Hundred</u> Dollars and <u>Zero</u> Cents per Each	200.00	1,600.00

EXHIBIT A

EXHIBIT C

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
39	15	EA.	For Connection to Existing Water Main complete in place, the sum of _____ <u>Two thousand</u> Dollars and <u>zero</u> Cents per Each	2,000.00	39,000.00
40	15	EA.	For Connection to Existing Water Service complete in place, the sum of _____ <u>five hundred</u> Dollars and <u>zero</u> Cents per Each	500.00	7,500.00
41	2,203	L.F.	For Furnishing and Installing 12-Inch PVC Water Pipe by Open Cut with Std. Embedment complete in place, the sum of _____ <u>Eighty five</u> Dollars and <u>zero</u> Cents per Linear Foot	85.00	187,255.00
42	137	L.F.	For Furnishing and Installing 12-Inch Ductile Iron Water Pipe by Open Cut with Std. Embedment complete in place, the sum of _____ <u>three hundred ten</u> Dollars and <u>zero</u> Cents per Linear Foot	310.00	42,470.00
43	2,478	L.F.	For Furnishing and Installing 8-Inch PVC Water Pipe by Open Cut with Std. Embedment complete in place, the sum of _____ <u>seventy</u> Dollars and <u>zero</u> Cents per Linear Foot	70.00	173,460.00

EXHIBIT A

EXHIBIT C

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
44	299	L.F.	For Furnishing and Installing 6-Inch PVC Water Pipe by Open Cut with Std. Embedment complete in place, the sum of _____ <u>Seventy</u> Dollars and <u>Zero</u> Cents per Linear Foot	70.00	20,930.00
45	20	L.F.	For Furnishing and Installing 4" PVC Water Pipe by Open Cut with Std. Embedment complete in place, the sum of _____ <u>Sixty Five</u> Dollars and <u>Zero</u> Cents per Linear Foot	65.00	1,300.00
46	237	L.F.	For Furnishing and Installing 2" Water Pipe by Open Cut with Std. Embedment complete in place, the sum of _____ <u>Forty</u> Dollars and <u>Zero</u> Cents per Linear Foot	40.00	9,480.00
47	50	L.F.	For Furnishing and Installing 1" Water Pipe by Open Cut with Std. Embedment complete in place, the sum of _____ <u>Thirty Six</u> Dollars and <u>Zero</u> Cents per Linear Foot	36.00	1,800.00
48	28	EA.	For Furnishing and Installing 12-Inch Gate Valve Complete w/ Valve Box, Extension, Collar, Debris Cap and Cover complete in place, the sum of _____ <u>Two thousand Five Hundred</u> Dollars and <u>Zero</u> Cents per Each	2,500.00	70,000.00

EXHIBIT A

EXHIBIT C

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
49	40	EA.	For Furnishing and Installing 8-Inch Gate Valve Complete w/ Valve Box, Extension, Collar, Debris Cap and Cover complete in place, the sum of _____ <u>One Thousand Six Hundred</u> Dollars and <u>Zero</u> Cents per Each	1,600.00	64,000.00
50	21	EA.	For Furnishing and Installing 6-Inch Gate Valve Complete w/ Valve Box, Extension, Collar, Debris Cap and Cover complete in place, the sum of _____ <u>One Thousand One Hundred</u> Dollars and <u>Zero</u> Cents per Each	1,100.00	23,100.00
51	2	EA.	For Furnishing and Installing 4-Inch Gate Valve Complete w/ Valve Box, Extension, Collar, Debris Cap and Cover complete in place, the sum of _____ <u>Nine Hundred</u> Dollars and <u>Zero</u> Cents per Each	900.00	1,800.00
52	16	EA.	For Furnishing and Installing Fire Hydrant Assembly, Complete in Place complete in place, the sum of _____ <u>Three thousand Five Hundred</u> Dollars and <u>Zero</u> Cents per Each	3,500.00	56,000.00
53	10.90	TONS	For Furnishing and Installing Ductile Iron Full Bodied Mechanical Joint Type Fittings w/ Restraining Glands for Water Pipe complete in place, the sum of _____ <u>Eleven Thousand</u> Dollars and <u>Zero</u> Cents per Ton	11,000.00	119,900.00

EXHIBIT A

EXHIBIT C

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
54	21	EA.	For Furnishing and Installing 2" Water Service Tap complete in place, the sum of _____ <u>Five Hundred</u> Dollars and <u>Zero</u> Cents per Each	500.00	10,500.00
55	3	EA.	For Furnishing and Installing 1" Water Service Tap complete in place, the sum of _____ <u>Three Hundred</u> Dollars and <u>Zero</u> Cents per Each	300.00	900.00
56	22	EA.	For Furnishing and Installing Meter Box complete in place, the sum of _____ <u>Seven Hundred</u> Dollars and <u>Zero</u> Cents per Each	700.00	15,400.00
57	91	EA.	For Final Adjustment of Existing Water Valves to Finish Grade complete in place, the sum of _____ <u>One Hundred</u> Dollars and <u>Zero</u> Cents per Each	100.00	9,100.00
58	1	L.S.	For Preparing, Furnishing, Installing and Maintaining Trench Safety System for Water Improvements complete in place, the sum of _____ <u>Seven thousand</u> Dollars and <u>Zero</u> Cents per Lump Sum	7,000.00	7,000.00

EXHIBIT A

EXHIBIT C

BASE BID

ITEM NO.	APPROX. QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
59	5	EA.	For Abandonment of Existing Sanitary Sewer Manhole complete in place, the sum of _____ <u>Two thousand</u> Dollars and <u>zero</u> Cents per Each	2,000.00	10,000.00
60	379	L.F.	For Removal and Disposal of Existing Sanitary Sewer Main complete in place, the sum of _____ <u>Eighteen</u> Dollars and <u>zero</u> Cents per Linear Foot	18.00	6,822.00
61	62	L.F.	For Removal and Disposal of Existing Sanitary Sewer Service complete in place, the sum of _____ <u>seventeen</u> Dollars and <u>zero</u> Cents per Linear Foot	17.00	1,054.00
62	536	L.F.	For Removal and Disposal of Existing Sanitary Sewer Force Main Pipe complete in place, the sum of _____ <u>Two</u> Dollars and <u>zero</u> Cents per Linear Foot	2.00	1,072.00
63	1	EA.	For Removal and Disposal of Existing Sanitary Sewer Cleanouts complete in place, the sum of _____ <u>Two hundred</u> Dollars and <u>zero</u> Cents per Each	200.00	200.00

EXHIBIT A

EXHIBIT C

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
64	3	EA.	For Removal and Disposal of Existing Bollards complete in place, the sum of _____ <i>One Hundred Fifty</i> Dollars and <i>Zero</i> Cents per Each	150.00	450.00
65	10	EA.	For Cutting and Plugging of Existing Sanitary Sewer Main complete in place, the sum of _____ <i>One thousand six hundred</i> Dollars and <i>Zero</i> Cents per Each	1,600.00	16,000.00
66	1,466	L.F.	For Furnishing and Placing Grout Filling in Abandoned Sanitary Sewer Main complete in place, the sum of _____ <i>Seven</i> Dollars and <i>Zero</i> Cents per Linear Foot	7.00	10,262.00
67	3	EA.	For Connection to Existing Sanitary Sewer Main complete in place, the sum of _____ <i>Five hundred</i> Dollars and <i>Zero</i> Cents per Each	500.00	1,500.00
68	2	EA.	For Connection to Existing Sanitary Sewer Service complete in place, the sum of _____ <i>Five hundred</i> Dollars and <i>Zero</i> Cents per Each	500.00	1,000.00

EXHIBIT A

EXHIBIT C

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
69	1,767	L.F.	For Furnishing and Installing 8-Inch PVC Sanitary Sewer Main by Open Cut with Std. Embedment complete in place, the sum of _____ <i>Eighty Five</i> Dollars and <i>Zero</i> Cents per Linear Foot	85.00	150,195.00
70	180	L.F.	For Furnishing and Installing 8-Inch Ductile Iron Sanitary Sewer Main by Open Cut with Std. Embedment complete in place, the sum of _____ <i>One Hundred Sixty Seven</i> Dollars and <i>Zero</i> Cents per Linear Foot	167.00	30,060.00
71	98	L.F.	For Furnishing and Installing 6-Inch PVC Sanitary Sewer Main by Open Cut with Std. Embedment complete in place, the sum of _____ <i>Seventy Five</i> Dollars and <i>Zero</i> Cents per Linear Foot	75.00	7,350.00
72	11	EA.	For Furnishing and Installing Sanitary Sewer Lateral Cleanouts complete in place, the sum of _____ <i>One thousand</i> Dollars and <i>Zero</i> Cents per Each	1,000.00	11,000.00
73	1	EA.	For Constructing Standard 4' Diameter Sanitary Sewer Manhole to 6' Depth with Standard Frame and Cover, over Existing Sewer Main complete in place, the sum of _____ <i>Eight thousand</i> Dollars and <i>Zero</i> Cents per Each	8,000.00	8,000.00

EXHIBIT A

EXHIBIT C

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
74	12	EA.	For Constructing Standard 4' Diameter Sanitary Sewer Manhole to 6' Depth with Standard Frame and Cover complete in place, the sum of _____ <u>Four thousand five hundred</u> Dollars and <u>zero</u> Cents per Each	4,500.00	54,000.00
75	29	V.F.	For Extra Depth for Standard 4' Diameter Manhole in Excess of 6' Depth complete in place, the sum of _____ <u>Two hundred fourteen</u> Dollars and <u>zero</u> Cents per Vertical Foot	214.00	6,206.00
76	81	L.F.	For Furnishing and Placing Cement Stabilized Sand Backfill around Manholes (12" Minimum Width on water main side only) complete in place, the sum of _____ <u>Four hundred forty</u> Dollars and <u>zero</u> Cents per Linear Foot	35,640.00 440.00	35,640.00
77	13	EA.	For Final Adjustment of Sanitary Sewer Manholes to Finish Grade complete in place, the sum of _____ <u>Three hundred</u> Dollars and <u>zero</u> Cents per Each	300.00	3,900.00
78	1,947	L.F.	For TV Inspection of Sanitary Sewer System complete in place, the sum of _____ <u>Three</u> Dollars and <u>zero</u> Cents per Linear Foot	3.00	5,841.00

EXHIBIT A

EXHIBIT C

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
79	1	L.S.	For Preparing, Furnishing, Installing and Maintaining Trench Safety System for Sanitary Sewer Improvements complete in place, the sum of _____ <i>For thousand</i> _____ Dollars and <i>Zero</i> _____ Cents per Lump Sum	10,000.00	10,000.00
80	136	L.F.	For Furnishing and Installation of (2) - 4" Electrical Conduit by Open Cut complete in place, the sum of _____ <i>Forty Six</i> _____ Dollars and <i>Zero</i> _____ Cents per Linear Foot	46.00	6,256.00
81	28,300	S.F.	For Furnishing and Installing Hydromulch Seeding (NCTCOG Item 3.10 "Seeding") of all Disturbed Areas. complete in place, the sum of _____ <i>One</i> _____ Dollars and <i>Zero</i> _____ Cents per Square Foot	1.00	28,300.00
82	524	C.Y.	For Furnishing and Placement of Topsoil to a depth of 6" on all Disturbed Areas. complete in place, the sum of _____ <i>Forty</i> _____ Dollars and <i>Zero</i> _____ Cents per Cubic Yard	40.00	20,960.00
83	42	L.F.	For Furnishing and Installing 24-inch Wide White Solid Thermoplastic Pavement Marking (Stop Bar). complete in place, the sum of _____ <i>Fifty</i> _____ Dollars and <i>Zero</i> _____ Cents per Linear Feet	50.00	2,100.00

EXHIBIT A

EXHIBIT C

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
84	18	Each	For Furnishing and Installing Type II-CR-4 ReflectORIZED Pavement Marker. complete in place, the sum of _____ _____ Dollars and <u>Zero</u> Cents per Each	7,00	126,00
85	90	Each	For Furnishing and Installing Type W-4 White Pavement Marker. complete in place, the sum of _____ _____ Dollars and <u>Zero</u> Cents per Each	7,00	630,00
86	1	L.S.	For Furnishing all Labor and Materials necessary to Repair the Existing Irrigation Systems along Marsh Lane from Westgate Lane (South Limits of Project) to Spring Valley Road. complete in place, the sum of _____ <u>Thirteen thousand</u> Dollars and <u>Zero</u> Cents per Lump Sum	13,000,00	13,000,00
87	1	L.S.	For Furnishing all Labor and Materials necessary to Repair the Existing Irrigation Systems along Marsh Lane from Spring Valley Road to Sidney Drive (North Limits of Project). complete in place, the sum of _____ <u>Seventeen thousand</u> Dollars and <u>Zero</u> Cents per Lump Sum	17,000,00	17,000,00
TOTAL AMOUNT OF BASE BID (Items 1 Through 87)					2,349,453,00

EXHIBIT A

EXHIBIT C

VITRUVIAN PARK PUBLIC INFRASTRUCTURE - BLOC

BID SCHEDULE SUMMARY

Bid Schedule & Description Total Amount Materials & Services

TOTAL AMOUNT OF BASE BID (Items 1 through 81)

\$ 2,349,453.00

WRITTEN IN WORDS:

Two Million Three Hundred Forty Nine thousand Four
Hundred Fifty three dollars and Zero Cents

NOTES:

1. All items, labor, materials, equipment, facilities, incidentals, and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid.
2. Prices must be shown in words and figures for each item listed in this proposal. In the event of discrepancy, the words shall control.
3. It is understood that the Bid Security shall be collected and retained by the Owner as liquidated damages in the event a contract is made by the Owner based on this proposal within ninety (90) calendar days after receiving bids and the undersigned fails to execute the contract.
4. Materials, which are "tax exempt", are those items which are physically incorporated into the facilities constructed for the Town of Addison, as set forth in the Special Provisions. Materials include, but are not limited to purchased items such as water pipe, sanitary sewer pipe, storm drain pipe, etc. Services, which are "not tax exempt", are those items which are used by the Contractor but are not physically incorporated into the Town of Addison's facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.

Eduardo M. Hernandez
Name of Person Signing Bid

[Signature]
Signature of Person Signing Bid

P.O. Box 600861 Dallas, TX 75360
Address

214-390-2846
Telephone No. Fax No.

46-0730116
Bidder's Tax I.D. No. or Employer No.

EXHIBIT A

EXHIBIT D TO ASSIGNMENT AND CONSTRUCTION SERVICES AGREEMENT

ARTICLE 1 CONSTRUCTION MANAGER'S RESPONSIBILITIES

1.1 CONSTRUCTION MANAGER'S SERVICES

1.1.1 The Construction Manager's services consist of those services performed by the Construction Manager, Construction Manager's employees and Construction Manager's consultants pursuant to this Agreement.

1.1.2 The Construction Manager's services shall be provided in conjunction with the services of an Engineer (as defined in the Agreement).

1.1.3 The Construction Manager shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the interests of the City and shall remain in regular communication with the City to ensure the Work is completed in a manner satisfactory to the City.

ARTICLE 2 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

2.1 PRE-CONSTRUCTION PHASE

2.1.1 The Construction Manager shall obtain insurance certificates, bonds and any other relevant documents from the Contractor, in forms acceptable to the City, and in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Contractor. The Construction Manager shall verify that the City has paid applicable fees and assessments. The Construction Manager shall assist the City in connection with the City's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the construction of the Current Public Improvements (sometimes referred to herein as the "Project").

2.2 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.2.1 The Construction Phase will commence with the award of the Construction Contract and will end 30 days after final payment to the Contractor is due.

2.2.2 The Construction Manager shall provide administration of the Construction Contract in cooperation with the Engineer.

EXHIBIT A

2.2.3 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractor and with those of the Construction Manager, the City and the Engineer, to endeavor to manage the Project in accordance with the latest approved estimate of construction costs, any Project schedule (approved by the City), and the Construction Contract and related documents.

2.2.4 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. The Construction Manager shall prepare and promptly distribute minutes to the City, Engineer and Contractor. The Construction Manager shall conduct a pre-construction conference for the entire construction team to establish job site practices and guidelines, including, but not limited to, establishing job site work rules; safety and security procedures; developing a detailed phasing and relocation strategy; establishing traffic flow patterns, including planning the means of egress, traffic control and work hours; planning storage and staging areas, including equipment placement, job office location, and utility availability.

2.2.5 Utilizing the construction schedule(s) provided by the Contractor, the Construction Manager shall update the Project construction schedule incorporating the activities of the Contractor on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time and procurement. The Project construction schedule shall include the City's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met, the Construction Manager shall recommend corrective action to the City and Engineer.

2.2.6 Consistent with the various bidding documents, and utilizing information from the Contractor, the Construction Manager shall coordinate the sequence of construction and assignment of space in areas where the Contractor is performing Work. The Construction Manager shall ensure proper provisions for safety, temporary protection, pedestrian flow and ongoing building use. The Construction Manager shall oversee scheduling and expediting, quality assurance, daily work schedule management, communications among trade contractors and consultants, document control and contract compliance, and shall perform at least twice-weekly job observation (and more often as the City may request).

2.2.7 The Construction Manager shall use its best efforts to obtain prompt performance of the terms, conditions, and provisions of the Construction Contract by and from the Contractor.

2.2.8 The Construction Manager shall monitor the approved estimate of the cost of construction. The Construction Manager shall show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with such approved estimate.

2.2.9 The Construction Manager shall manage the overall Project budget, control changes, develop cash flow reports and forecasts for the Project and advise the City and Engineer as to variances between actual and budgeted or estimated costs.

EXHIBIT A

2.2.10 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

2.2.11 The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractor for progress and final payments.

2.2.11.1 Based on the Construction Manager's observations and evaluations of each Contractor's application for payment, the Construction Manager shall review and approve each such application.

2.2.11.2 The Construction Manager shall prepare a project application for payment based on the Contractor's certificates for payment.

2.2.11.3 The Construction Manager's approval of payment shall constitute a representation to the City, based on the Construction Manager's determinations and observations at the Project site and on the data comprising the Contractor's applications for payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work has been completed in accordance with the Construction Contract and related documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Construction Contract and related documents correctable prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a certificate for payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

2.2.11.4 The issuance of a Certificate for Payment shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid.

2.2.12 The Construction Manager shall review the safety programs developed by each of the Contractor(s) for purposes of coordinating the safety programs with those of any other contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, subcontractors, agents or employees of the Contractor or subcontractors, or any other persons performing portions of the Work and not directly employed by or on behalf of the Construction Manager.

2.2.13 The Construction Manager shall determine in general that the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents, including confirming that the Engineer has inspected the work of the Contractor to guard the City against, and shall notify the City of, any defects or deficiencies in the Work. The Construction Manager shall also endeavor to guard the City against defects and deficiencies in the Work. As appropriate, the Construction Manager shall have authority, upon written authorization from the City, to require

EXHIBIT A

additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Construction Manager, in consultation with the Engineer, may reject Work which does not conform to the requirements of the Contract Documents.

2.2.14 The Construction Manager shall schedule and coordinate the sequence of construction in accordance with the Contract Documents and the latest approved Project construction schedule

2.2.15 With respect to each Contractor's own Work, the Construction Manager shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractor, since these are solely the Contractor's responsibility under the Contract for Construction. The Construction Manager shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. The Construction Manager shall not have control over or charge of acts or omissions of the Contractor, subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by the Construction Manager.

2.2.16 The Construction Manager shall transmit to the Engineer requests for interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions that may arise.

2.2.17 The Construction Manager shall review requests for changes, assist in negotiating Contractor' proposals, submit recommendations to the Engineer and City, and, if they are accepted, prepare Change Orders and Construction Change Directives which incorporate the Engineer's modifications to the Construction Contract and related documents.

2.2.18 The Construction Manager shall assist the Engineer in the review, evaluation and documentation of any claims.

2.2.19 The Construction Manager shall receive certificates of insurance from the Contractor and forward them to the City with a copy to the Engineer.

2.2.20 In collaboration with the Engineer, the Construction Manager shall establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples, proposed substitutions, design modification, and other submittals. The Construction Manager shall review all shop drawings, product data, samples, proposed substitutions, design modifications, and other submittals from the Contractor. The Construction Manager shall coordinate submittals with information contained in related documents and transmit to the Engineer those which have been approved by the Construction Manager. The Construction Manager's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the City or Contractor.

2.2.21 The Construction Manager shall record the progress of the Project. The Construction Manager shall submit written progress reports to the City and Engineer including information on each Contractor and each Contractor's Work, as well as the entire Project, showing percentages of completion. For each visit by the Construction Manager to the Project site, the Construction

EXHIBIT A

Manager shall keep a log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished problems encountered, and other similar relevant information pertaining to the construction of the Current Public Improvements.

2.2.22 The Construction Manager shall maintain at the Project site one record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved shop drawings, product data, samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Engineer and upon completion of the Project shall deliver them to the City.

2.2.23 The Construction Manager shall arrange for the delivery, storage, protection and security of City-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.

2.2.24 With the Engineer and the City's personnel, the Construction Manager shall observe the Contractor's final testing and start-up of utilities, operational systems and equipment.

2.2.25 When the Construction Manager considers the Contractor's Work and services or a designated portion thereof substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Engineer a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Engineer in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

2.2.26 The Construction Manager shall coordinate and monitor the correction and completion of the Work by the Contractor. Following issuance of a certificate of substantial completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor and make recommendations to the Engineer when Work is ready for final inspection. The Construction Manager shall assist the Engineer in conducting final inspections.

2.2.27 The Construction Manager shall secure and transmit to the Engineer, or to such other appropriate person as City may direct, all required lien waivers, releases, bonds, affidavits, warranties and similar submittals required by the Contract Documents for delivery to the City and deliver all keys, manuals, record drawings and maintenance stocks to the City. The Construction Manager shall forward to the Engineer a final Project application for payment upon compliance with the requirements of the Construction Contract and related documents.

ARTICLE 3 DISPUTE RESOLUTION

3.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to nonbinding mediation, as a first step in seeking a resolution of the same. The dispute shall be mediated by a mutually

EXHIBIT A

acceptable third-party to be chosen by the disputing parties within thirty (30) days after written notice by one of them requesting mediation. The disputing parties shall share the costs of the mediation equally. By mutual agreement the parties may postpone mediation until each has completed some specified but limited discovery about the dispute. By mutual agreement, the parties may use a nonbinding form of dispute resolution other than mediation. Any nonbinding dispute resolution process conducted under this Article shall be confidential within the meaning of Sections 154.053 and 154.073 of the Texas Civil Practice and Remedies Code and any successor statute thereto. If neither a negotiated settlement or mediated resolution is obtained within the time periods provided by this Article, the parties may pursue any available legal or equitable remedy.

3.2 Any request for mediation or another form of nonbinding dispute resolution shall be filed in writing with the other party within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation or other form of nonbinding dispute resolution be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

3.3 No mediation or other form of nonbinding dispute resolution process arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the City, Construction Manager, and any other person or entity sought to be joined. Consent to mediation or other form of nonbinding dispute resolution involving an additional person or entity shall not constitute consent to mediation or other form of nonbinding dispute resolution of any claim dispute or other matter in question not described in the written consent or with a person or entity not named or described therein.

ARTICLE 4 MISCELLANEOUS PROVISIONS

4.1 As a condition of this Agreement, Construction Manager covenants that Construction Manager will take all necessary actions to insure that, in connection with any work under this contract, Construction Manager, its employees, consultants and agents will not discriminate in the treatment or employment of any person or group of persons on the ground of race, color, religion, national origin, sex or disability in any manner prohibited by applicable law.

4.2 All reports, documents and materials prepared by Construction Manager under this Agreement shall be the sole property of the City. Construction Manager may retain a copy of such reports, documents, and materials.

Work Session and Regular Meeting**Meeting Date:** 04/10/2018**Department:** Infrastructure- Development Services**AGENDA CAPTION:**

Consider Action to Approve a **Resolution for a Construction Agreement with Flow Line Construction, Inc., for the Construction of the Public Infrastructure Associated with the Vitruvian Phase 8 Commercial Development and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \$2,349,453.**

BACKGROUND:

Vitruvian Park, located at the corner of Marsh Lane and Vitruvian Way, is a development that is funded by both private and public investment. The Master Facilities Agreement between the Town and UDR that was entered into on June 26, 2013, provides for, among other things, the allocation and expenditure of the authorized funds that are or may be available to design and construct the public infrastructure improvements necessary to support the development. In that agreement, the Town agreed to pay for the public infrastructure improvements in the development from proceeds from certificates of obligations.

This phase of the project is located on the southeast corner of Marsh Lane and Spring Valley Road in the commercial development that includes the Tom Thumb grocery store. The scope of work for the public infrastructure improvements for the project includes water, wastewater, storm drainage, paving, landscaping, irrigation, and streetscape improvements. Improvements along Marsh Lane will include the replacement of an existing 8" water line and the installation of new streetscape, landscaping and irrigation modifications. Improvements along Spring Valley will include streetscape, landscape, and irrigation. Improvements on site will include water, sanitary sewer, and paving, which will be installed in phases as the commercial site is developed so as not to damage the newly installed streetscape.

The Town engaged Icon Consulting Engineers, Inc., in early November 2016 to prepare plans and specifications for the project. Their design contract was awarded on December 13, 2016.

Icon Consulting Engineers, Inc., completed the design in January 2018 and the project was posted to BidSync on January 23, 2018. Plans and specifications for the project can be found at <https://www.bidsync.com/bidsync-app-web/vendor/links/BidDetail.xhtml?bidid=2022238&roundId=null>. The bids closed on February 13, 2018 and the Town received four bids. The bid comparison can be found in the attached bid tabulation document.

Vendor	Bid Amount
Flow Line Construction, Inc.	\$2,349,453
FNH Construction LLC	\$2,568,778.50
Rebcon, Inc.	\$2,704,172.38
Joe Funk Construction	\$2,921,188

Flowline Construction, Inc., has been determined to be the lowest responsible bidder. Staff has reviewed their references and found them to be capable of performing this work. The contract value for this project is \$2,349,453 and is budgeted in the Vitruvian Bond Funds. The budget for Vitruvian Phase 8 based on the Master Facilities Agreement is \$7,605,149. The project is expected to take approximately 6 months to complete, weather permitting.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Vitruvian Phase 8 Public Infrastructure

Bid Tabulation - Vitruvian Phase 8 Public Infrastructure

Construction Specifications - Vitruvian Phase 8 Public Infrastructure

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF ADDISON AND FLOW-LINE CONSTRUCTION, INC., FOR CONSTRUCTION SERVICES RELATED TO THE VITRUVIAN PARK PUBLIC INFRASTRUCTURE – BLOCK 500 A IN AN AMOUNT NOT TO EXCEED \$2,349,453, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Contract Agreement between the Town of Addison and Flow-Line Construction, Inc., for construction services related to the Vitruvian Park Public Infrastructure – Block 500 A in an amount not to exceed \$2,349,453, a copy of which is attached to this Resolution as **Exhibit A** and which incorporates the Town of Addison’s General and Specific Conditions for construction contracts, and the Advertisement for Bids, Instruction to Bidders, General Provisions, Special Provisions, Plans and other bid documents, 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 10th day of April, 2018.

Joe Chow, Mayor

ATTEST:

By: _____
Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and **Flow-Line Construction, Inc.**, of the City of Dallas, County of Dallas, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

Town of Addison Public Improvements
to be known as

VITRUVIAN PARK PUBLIC INFRASTRUCTURE – BLOCK 500 A

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, to complete the work within One Hundred Eighty (180) calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR **\$2,349,453.00** in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

EXHIBIT A

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON, TEXAS (OWNER)

ATTEST:

By: _____
Wesley S. Pierson, City Manager

By: _____

(CONTRACTOR)

ATTEST:

By: _____
Eduardo M. Hernandez, President

By: _____
Francisco S. Brant (Controller)

The following to be executed if the CONTRACTOR is a corporation:

I, Eduardo M. Hernandez certify that I am the secretary of the corporation named as CONTRACTOR herein; that Eduardo M. Hernandez, who signed this Contract on behalf of the CONTRACTOR is the President (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____
Eduardo M. Hernandez

Corporate Seal



No Boycott - Israel: Pursuant to Texas Government Code Chapter 2271, Flow-Line Construction Inc., execution of this Agreement shall serve as verification that Flow-Line Construction Inc., does not boycott Israel and will not boycott Israel during the term of this Agreement.

VITRUVIAN PARK PUBLIC INFRASTRUCTURE - BLOCK 500 A
Vitruvian Park Shopping Center - Southeast Corner of Marsh Lane and Spring Valley Road
 Date Prepared: February 14, 2018

BID TABULATION

ITEM	DESCRIPTION	QUANTITY	UNIT	Flow Line Construction, Inc.		FNH Construction LLC		Rebcon, Inc.		Joe Funk Construction	
				PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
BASE BID											
1	For Mobilization (not to exceed 5% of total bid amount)	1	L.S.	\$117,000.00	\$ 117,000.00	\$125,000.00	\$ 125,000.00	\$135,000.00	\$ 135,000.00	\$163,735.00	\$ 163,735.00
2	For Installation and Maintenance of Barricades, Signage, Pav't Markings and Traffic Control Measures for Marsh Lane Improvements	1	L.S.	\$20,000.00	\$ 20,000.00	\$35,000.00	\$ 35,000.00	\$30,000.00	\$ 30,000.00	\$6,500.00	\$ 6,500.00
3	For Installation and Maintenance of Barricades, Signage, Pav't Markings and Traffic Control Measures for Spring Valley Road Improvements	1	L.S.	\$15,000.00	\$ 15,000.00	\$35,000.00	\$ 35,000.00	\$20,000.00	\$ 20,000.00	\$6,500.00	\$ 6,500.00
4	For Installation and Maintenance of Barricades, Signage, Pav't Markings and Traffic Control Measures for Shopping Center Phase 1 Improvements	1	L.S.	\$10,000.00	\$ 10,000.00	\$35,000.00	\$ 35,000.00	\$10,000.00	\$ 10,000.00	\$6,500.00	\$ 6,500.00
5	For Installation and Maintenance of Barricades, Signage, Pav't Markings and Traffic Control Measures for Shopping Center Phase 2 Improvements	1	L.S.	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$6,500.00	\$ 6,500.00
6	For Installation and Maintenance of Barricades, Signage, Pav't Markings and Traffic Control Measures for Shopping Center Phase 3 Improvements	1	L.S.	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$6,500.00	\$ 6,500.00
7	For Installation and Maintenance of Barricades, Signage, Pav't Markings and Traffic Control Measures for Shopping Center Phase 4 Improvements	1	L.S.	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$6,500.00	\$ 6,500.00
8	For Furnishing and Installing Project Signs in Accordance with Sign Plan	3	EA.	\$1,000.00	\$ 3,000.00	\$1,500.00	\$ 4,500.00	\$1,500.00	\$ 4,500.00	\$1,235.00	\$ 3,705.00
9	For Compliance with Storm Water Pollution Prevention Plan Including Maintenance of Erosion Control Devices	1	L.S.	\$4,000.00	\$ 4,000.00	\$8,500.00	\$ 8,500.00	\$15,000.00	\$ 15,000.00	\$4,550.00	\$ 4,550.00
10	For Furnishing, Installation and Maintenance of Construction Entrance	1	EA.	\$4,000.00	\$ 4,000.00	\$3,500.00	\$ 3,500.00	\$3,000.00	\$ 3,000.00	\$2,535.00	\$ 2,535.00
11	For Furnishing, Installation and Maintenance of Silt Fence Sediment Barrier	2,659	L.F.	\$4.00	\$ 10,636.00	\$4.00	\$ 10,636.00	\$3.50	\$ 9,306.50	\$5.20	\$ 13,826.80
12	For Furnishing, Installation and Maintenance of Inlet Protection Devices	13	EA.	\$200.00	\$ 2,600.00	\$125.00	\$ 1,625.00	\$350.00	\$ 4,550.00	\$195.00	\$ 2,535.00
13	For Removal, Storage and Re-installation of Existing Street Signage	2	EA.	\$120.00	\$ 240.00	\$650.00	\$ 1,300.00	\$1,000.00	\$ 2,000.00	\$325.00	\$ 650.00
14	For Removal and Disposal of Existing Trees	6	EA.	\$300.00	\$ 1,800.00	\$2,000.00	\$ 12,000.00	\$500.00	\$ 3,000.00	\$1,105.00	\$ 6,630.00
15	For Sawcutting of Existing Concrete Pavement (Reference Sheet 3)	4,704	L.F.	\$8.00	\$ 37,632.00	\$3.50	\$ 16,464.00	\$3.00	\$ 14,112.00	\$5.20	\$ 24,460.80
16	For Removal & Recycling of Existing Concrete Pavement	5,495	S.Y.	\$15.00	\$ 82,425.00	\$20.00	\$ 109,900.00	\$28.00	\$ 153,860.00	\$35.10	\$ 192,874.50
17	For Furnishing and Placing 10" Reinforced Concrete Pavement (4200 PSI)	1,781	S.Y.	\$95.00	\$ 169,195.00	\$75.00	\$ 133,575.00	\$165.00	\$ 293,865.00	\$110.50	\$ 196,800.50
18	For Furnishing and Placing 8" Reinforced Concrete Pavement (4200 PSI)	2,685	S.Y.	\$75.00	\$ 201,375.00	\$58.50	\$ 157,072.50	\$125.00	\$ 335,625.00	\$104.00	\$ 279,240.00
19	For Constructing 6" Reinforced Monolithic Concrete Curb	780	L.F.	\$15.00	\$ 11,700.00	\$8.00	\$ 6,240.00	\$2.00	\$ 1,560.00	\$26.00	\$ 20,280.00
20	For Constructing 6" Reinforced Monolithic Concrete Sidewalk Curb	239	L.F.	\$15.00	\$ 3,585.00	\$8.00	\$ 1,912.00	\$2.00	\$ 478.00	\$26.00	\$ 6,214.00
21	For Constructing 6" Reinforced Concrete Curb and Gutter	356	L.F.	\$50.00	\$ 17,800.00	\$35.00	\$ 12,460.00	\$65.00	\$ 23,140.00	\$22.10	\$ 7,867.60
22	For Furnishing and Placing 5-inch thick Reinforced Concrete Sidewalk Enhanced Pavement	6,123	S.F.	\$13.00	\$ 79,599.00	\$6.00	\$ 36,738.00	\$12.62	\$ 77,272.26	\$9.10	\$ 55,719.30
23	For Furnishing and Placing 4-inch thick Reinforced Concrete Sidewalk Pavement	5,645	S.F.	\$9.00	\$ 50,805.00	\$5.50	\$ 31,047.50	\$8.00	\$ 45,160.00	\$7.80	\$ 44,031.00
24	For Furnishing and Placing Sidewalk Pedestrian Curb Ramps (Ref. PED - 12A)	5	EA.	\$5,000.00	\$ 25,000.00	\$2,000.00	\$ 10,000.00	\$1,500.00	\$ 7,500.00	\$1,105.00	\$ 5,525.00
25	For Furnishing and Installing Detectable Warning Surface (Ref. PED - 12A)	16	EA.	\$1,000.00	\$ 16,000.00	\$500.00	\$ 8,000.00	\$350.00	\$ 5,600.00	\$1,105.00	\$ 17,680.00
26	For Furnishing and Installation of Pavestone Concrete Street Paver, Running Bond Pattern, 3-1/8" Thickness, Bellows Brown Color	286	S.F.	\$17.00	\$ 4,862.00	\$85.00	\$ 24,310.00	\$11.00	\$ 3,146.00	\$13.00	\$ 3,718.00
27	For Furnishing and Installation of Pavestone Concrete Paver, Running Bond Pattern, 2-3/8" Thickness, Bellows Brown Color	1,342	S.F.	\$9.00	\$ 12,078.00	\$65.00	\$ 87,230.00	\$8.00	\$ 10,736.00	\$15.60	\$ 20,935.20

				Flow Line Construction, Inc.		FNH Construction LLC		Rebcon, Inc.		Joe Funk Construction	
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
BASE BID											
28	For Furnishing and Installation of Pavestone ADA Truncated Dome Concrete Paver, Running Bond Pattern, 2-3/8" Thickness, Bellows Brown Color	112	S.F.	\$34.00	\$ 3,808.00	\$45.00	\$ 5,040.00	\$17.00	\$ 1,904.00	\$15.60	\$ 1,747.20
29	For Furnishing, Laying and Compacting Short Term Asphalt Pavement Repair	607	L.F.	\$20.00	\$ 12,140.00	\$41.00	\$ 24,887.00	\$36.30	\$ 22,034.10	\$9.10	\$ 5,523.70
30	For Furnishing and Installing Type 11 Reflectorized Blue Pav't Markers for Hydrants	16	EA.	\$27.00	\$ 432.00	\$250.00	\$ 4,000.00	\$37.40	\$ 598.40	\$585.00	\$ 9,360.00
31	For Removal and Disposal of Existing Water Main	2,087	L.F.	\$18.00	\$ 37,566.00	\$20.00	\$ 41,740.00	\$2.93	\$ 6,114.91	\$32.50	\$ 67,827.50
32	For Removal and Disposal of Existing Water Service	704	L.F.	\$14.00	\$ 9,856.00	\$20.00	\$ 14,080.00	\$2.09	\$ 1,471.36	\$20.80	\$ 14,643.20
33	For Removal and Salvage of Existing Water Valves	19	EA.	\$300.00	\$ 5,700.00	\$550.00	\$ 10,450.00	\$405.90	\$ 7,712.10	\$715.00	\$ 13,585.00
34	For Removal and Salvaging of Existing Fire Hydrant Assembly	11	EA.	\$500.00	\$ 5,500.00	\$2,200.00	\$ 24,200.00	\$649.00	\$ 7,139.00	\$715.00	\$ 7,865.00
35	For Relocation of Existing Water Meter	5	EA.	\$100.00	\$ 500.00	\$1,500.00	\$ 7,500.00	\$1,156.10	\$ 5,780.50	\$5,720.00	\$ 28,600.00
36	For Cutting and Plugging of Existing Water Main	29	EA.	\$400.00	\$ 11,600.00	\$650.00	\$ 18,850.00	\$605.00	\$ 17,545.00	\$780.00	\$ 22,620.00
37	For Furnishing and Placing of Grout Fill in Abandoned Water Main	2,800	L.F.	\$7.00	\$ 19,600.00	\$12.00	\$ 33,600.00	\$4.70	\$ 13,160.00	\$15.60	\$ 43,680.00
38	For Removal of Existing Water Valve Cap and Grout Filling of Abandoned Water Valve Box	8	EA.	\$200.00	\$ 1,600.00	\$1,500.00	\$ 12,000.00	\$115.50	\$ 924.00	\$617.50	\$ 4,940.00
39	For Connection to Existing Water Main	15	EA.	\$2,000.00	\$ 30,000.00	\$850.00	\$ 12,750.00	\$2,546.50	\$ 38,197.50	\$3,900.00	\$ 58,500.00
40	For Connection to Existing Water Service	15	EA.	\$500.00	\$ 7,500.00	\$1,500.00	\$ 22,500.00	\$825.00	\$ 12,375.00	\$2,600.00	\$ 39,000.00
41	For Furnishing and Installing 12-inch PVC Water Pipe by Open Cut with Std. Embedment	2,203	L.F.	\$85.00	\$ 187,255.00	\$65.00	\$ 143,195.00	\$111.10	\$ 244,753.30	\$65.00	\$ 143,195.00
42	For Furnishing and Installing 12-inch Ductile Iron Water Pipe by Open Cut with Std. Embedment	137	L.F.	\$310.00	\$ 42,470.00	\$150.00	\$ 20,550.00	\$147.40	\$ 20,193.80	\$104.00	\$ 14,248.00
43	For Furnishing and Installing 8-inch Ductile Iron Water Pipe by Open Cut with Std. Embedment	2,478	L.F.	\$70.00	\$ 173,460.00	\$48.00	\$ 118,944.00	\$88.00	\$ 218,064.00	\$50.00	\$ 123,900.00
44	For Furnishing and Installing 6-inch PVC Water Pipe by Open Cut with Std. Embedment	299	L.F.	\$70.00	\$ 20,930.00	\$38.00	\$ 11,362.00	\$82.50	\$ 24,667.50	\$37.70	\$ 11,272.30
45	For Furnishing and Installing 4-inch PVC Water Pipe by Open Cut with Std. Embedment	20	L.F.	\$65.00	\$ 1,300.00	\$35.00	\$ 700.00	\$73.15	\$ 1,463.00	\$23.40	\$ 468.00
46	For Furnishing and Installing 2-inch Water Pipe by Open Cut with Std. Embedment	237	L.F.	\$40.00	\$ 9,480.00	\$28.50	\$ 6,754.50	\$75.35	\$ 17,857.95	\$31.20	\$ 7,394.40
47	For Furnishing and Installing 1-inch Water Pipe by Open Cut with Std. Embedment	50	L.F.	\$36.00	\$ 1,800.00	\$25.00	\$ 1,250.00	\$56.10	\$ 2,805.00	\$26.00	\$ 1,300.00
48	For Furnishing and Installing 12-Inch Gate Valve Complete w/ Valve Box, Extension, Collar, Debris Cap and Cover	28	EA.	\$2,500.00	\$ 70,000.00	\$8,500.00	\$ 238,000.00	\$2,574.00	\$ 72,072.00	\$4,550.00	\$ 127,400.00
49	For Furnishing and Installing 8-Inch Gate Valve Complete w/ Valve Box, Extension, Collar, Debris Cap and Cover	40	EA.	\$1,600.00	\$ 64,000.00	\$3,600.00	\$ 144,000.00	\$1,545.50	\$ 61,820.00	\$4,550.00	\$ 182,000.00
50	For Furnishing and Installing 6-Inch Gate Valve Complete w/ Valve Box, Extension, Collar, Debris Cap and Cover	21	EA.	\$1,100.00	\$ 23,100.00	\$3,100.00	\$ 65,100.00	\$1,144.00	\$ 24,024.00	\$1,950.00	\$ 40,950.00
51	For Furnishing and Installing 4-Inch Gate Valve Complete w/ Valve Box, Extension, Collar, Debris Cap and Cover	2	EA.	\$900.00	\$ 1,800.00	\$2,500.00	\$ 5,000.00	\$1,017.50	\$ 2,035.00	\$1,560.00	\$ 3,120.00
52	For Furnishing and Installing Fire Hydrant Assembly, Complete in Place	16	EA.	\$3,500.00	\$ 56,000.00	\$4,200.00	\$ 67,200.00	\$3,558.50	\$ 56,936.00	\$4,160.00	\$ 66,560.00
53	For Furnishing and Installing Ductile Iron Full Bodied Mechanical Joint Type Fittings w/ Restraining Glands for Water Pipe	10.9	TONS	\$11,000.00	\$ 119,900.00	\$8,500.00	\$ 92,650.00	\$8,742.80	\$ 95,296.52	\$11,375.00	\$ 123,987.50
54	For Furnishing and Installing 2" Water Service Tap	21	EA.	\$500.00	\$ 10,500.00	\$1,100.00	\$ 23,100.00	\$1,743.50	\$ 36,613.50	\$2,860.00	\$ 60,060.00
55	For Furnishing and Installing 1" Water Service Tap	3	EA.	\$300.00	\$ 900.00	\$850.00	\$ 2,550.00	\$1,259.50	\$ 3,778.50	\$1,690.00	\$ 5,070.00
56	For Furnishing and Installing Meter Box	22	EA.	\$700.00	\$ 15,400.00	\$750.00	\$ 16,500.00	\$253.00	\$ 5,566.00	\$1,170.00	\$ 25,740.00
57	For Final Adjustment of Existing Water Valves to Finish Grade	91	EA.	\$100.00	\$ 9,100.00	\$250.00	\$ 22,750.00	\$176.00	\$ 16,016.00	\$260.00	\$ 23,660.00
58	For Preparing, Furnishing, Installing and Maintaining Trench Safety System for Water Line Improvements	1	L.S.	\$7,000.00	\$ 7,000.00	\$30,000.00	\$ 30,000.00	\$2,046.00	\$ 2,046.00	\$16,282.50	\$ 16,282.50
59	For Abandonment of Existing Sanitary Sewer Manhole	5	EA.	\$2,000.00	\$ 10,000.00	\$250.00	\$ 1,250.00	\$1,292.50	\$ 6,462.50	\$2,080.00	\$ 10,400.00
60	For Removal and Disposal of Existing Sanitary Sewer Main	379	L.F.	\$18.00	\$ 6,822.00	\$20.00	\$ 7,580.00	\$3.03	\$ 1,148.37	\$39.00	\$ 14,781.00
61	For Removal and Disposal of Existing Sanitary Sewer Service	62	L.F.	\$17.00	\$ 1,054.00	\$20.00	\$ 1,240.00	\$2.75	\$ 170.50	\$32.50	\$ 2,015.00

ITEM	DESCRIPTION	QUANTITY	UNIT	Flow Line Construction, Inc.		FNH Construction LLC		Rebcon, Inc.		Joe Funk Construction	
				PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
BASE BID											
62	For Removal and Disposal of Existing Sanitary Sewer Force Main Pipe	536	L.F.	\$2.00	\$ 1,072.00	\$20.00	\$ 10,720.00	\$2.64	\$ 1,415.04	\$28.60	\$ 15,329.60
63	For Removal and Disposal of Existing Sanitary Sewer Cleanouts	1	EA.	\$200.00	\$ 200.00	\$250.00	\$ 250.00	\$81.40	\$ 81.40	\$260.00	\$ 260.00
64	For Removal and Disposal of Existing Bollards	3	EA.	\$150.00	\$ 450.00	\$50.00	\$ 150.00	\$55.00	\$ 165.00	\$260.00	\$ 780.00
65	For Cutting and Plugging of Existing Sanitary Sewer Main	10	EA.	\$1,600.00	\$ 16,000.00	\$850.00	\$ 8,500.00	\$599.50	\$ 5,995.00	\$1,950.00	\$ 19,500.00
66	For Furnishing and Placing Grout Filling in Abandoned Sanitary Sewer Main	1,466	L.F.	\$7.00	\$ 10,262.00	\$12.00	\$ 17,592.00	\$4.44	\$ 6,509.04	\$15.60	\$ 22,869.60
67	For Connection to Existing Sanitary Sewer Main	3	EA.	\$500.00	\$ 1,500.00	\$1,500.00	\$ 4,500.00	\$1,105.50	\$ 3,316.50	\$3,900.00	\$ 11,700.00
68	For Connection to Existing Sanitary Sewer Service	2	EA.	\$500.00	\$ 1,000.00	\$1,500.00	\$ 3,000.00	\$1,061.50	\$ 2,123.00	\$1,040.00	\$ 2,080.00
69	For Furnishing and Installing 8-Inch PVC Sanitary Sewer Main by Open Cut with Std. Embedment	1,767	L.F.	\$85.00	\$ 150,195.00	\$48.00	\$ 84,816.00	\$97.90	\$ 172,989.30	\$46.80	\$ 82,695.60
70	For Furnishing and Installing 8-Inch Ductile Iron Sanitary Sewer Main by Open Cut with Std. Embedment	180	L.F.	\$167.00	\$ 30,060.00	\$95.00	\$ 17,100.00	\$149.60	\$ 26,928.00	\$93.60	\$ 16,848.00
71	For Furnishing and Installing 6-Inch PVC Sanitary Sewer Main by Open Cut with Std. Embedment	98	L.F.	\$75.00	\$ 7,350.00	\$42.00	\$ 4,116.00	\$97.46	\$ 9,551.08	\$61.10	\$ 5,987.80
72	For Furnishing and Installing Sanitary Sewer Lateral Cleanouts	11	EA.	\$1,000.00	\$ 11,000.00	\$1,100.00	\$ 12,100.00	\$1,204.50	\$ 13,249.50	\$357.50	\$ 3,932.50
73	For Standard 4' Diameter Sanitary Sewer Manhole to 6' Depth with Standard Frame and Cover, over Existing Sewer Main	1	EA.	\$8,000.00	\$ 8,000.00	\$5,500.00	\$ 5,500.00	\$4,928.00	\$ 4,928.00	\$5,850.00	\$ 5,850.00
74	For Standard 4' Diameter Sanitary Sewer Manhole to 6' Depth with Standard Frame and Cover	12	EA.	\$4,500.00	\$ 54,000.00	\$5,500.00	\$ 66,000.00	\$4,059.00	\$ 48,708.00	\$5,850.00	\$ 70,200.00
75	For Extra Depth for Standard 4' Diameter Manhole in Excess of 6' Depth	29	V.F.	\$214.00	\$ 6,206.00	\$350.00	\$ 10,150.00	\$176.00	\$ 5,104.00	\$1,157.00	\$ 33,553.00
76	For Furnishing and Placing Cement Stabilized Sand Backfill around Manholes (12" Minimum Width on water main side only)	81	L.F.	\$440.00	\$ 35,640.00	\$30.00	\$ 2,430.00	\$237.60	\$ 19,245.60	\$422.50	\$ 34,222.50
77	For Final Adjustment of Existing Sanitary Sewer Manholes to Finish Grade	13	EA.	\$300.00	\$ 3,900.00	\$1,500.00	\$ 19,500.00	\$621.50	\$ 8,079.50	\$650.00	\$ 8,450.00
78	For TV Inspection of Sanitary Sewer System	1,947	L.F.	\$3.00	\$ 5,841.00	\$2.00	\$ 3,894.00	\$2.15	\$ 4,186.05	\$5.20	\$ 10,124.40
79	For Preparing, Furnishing, Installing and Maintaining Trench Safety System for Sanitary Sewer Improvements	1	L.S.	\$10,000.00	\$ 10,000.00	\$7,000.00	\$ 7,000.00	\$2,381.50	\$ 2,381.50	\$12,675.00	\$ 12,675.00
80	For Furnishing and Installation of (2) - 4" Electrical Conduit by Open Cut	136	L.F.	\$46.00	\$ 6,256.00	\$30.00	\$ 4,080.00	\$96.80	\$ 13,164.80	\$19.50	\$ 2,652.00
81	For Furnishing and Installing Hydromulch Seeding (NCTCOG Item 3.10 "Seeding") of all Disturbed Areas.	28,300	S.F.	\$1.00	\$ 28,300.00	\$0.50	\$ 14,150.00	\$0.60	\$ 16,980.00	\$0.78	\$ 22,074.00
82	For Furnishing and Placement of Topsoil to a depth of 6" on all Disturbed Areas	524	C.Y.	\$40.00	\$ 20,960.00	\$62.00	\$ 32,488.00	\$65.00	\$ 34,060.00	\$71.50	\$ 37,466.00
83	For Furnishing and Installing 24-Inch Wide White Solid Thermoplastic Pavement Marking (Stop Bar)	42	L.F.	\$50.00	\$ 2,100.00	\$20.00	\$ 840.00	\$50.00	\$ 2,100.00	\$45.50	\$ 1,911.00
84	For Furnishing and Installing Type II-CR-4 Reflectorized Pavement Marker	18	EA.	\$7.00	\$ 126.00	\$15.00	\$ 270.00	\$7.00	\$ 126.00	\$6.50	\$ 117.00
85	For Furnishing and Installing Type W-4 White Pavement Marker	90	EA.	\$7.00	\$ 630.00	\$15.00	\$ 1,350.00	\$7.00	\$ 630.00	\$7.80	\$ 702.00
86	For Furnishing all Labor and Materials necessary to Repair the Existing Irrigation Systems along Marsh Lane from Westgate Lane (South Limits of Project) to Spring Valley Road	1	L.S.	\$13,000.00	\$ 13,000.00	\$25,000.00	\$ 25,000.00	\$5,000.00	\$ 5,000.00	\$32,500.00	\$ 32,500.00
87	For Furnishing all Labor and Materials necessary to Repair the Existing Irrigation Systems along Marsh Lane from Spring Valley Road to Sidney Drive (North Limits of Project)	1	L.S.	\$17,000.00	\$ 17,000.00	\$25,000.00	\$ 25,000.00	\$10,000.00	\$ 10,000.00	\$32,500.00	\$ 32,500.00
TOTAL BID:					\$ 2,349,453.00		\$ 2,568,778.50		\$ 2,704,172.38		\$ 2,921,188.00



SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

VITRUVIAN PARK
PUBLIC INFRASTRUCTURE – BLOCK 500 A
TOWN OF ADDISON, TEXAS

Infrastructure & Development Services # 17-07
Bid Number 18-78

January 22, 2018

PREPARED BY:

icon Consulting Engineers, Inc.
Civil Engineers - Designers - Planners
Engineering Firm Registration Number F-9007

2840 W. Southlake Blvd., Suite 110
Southlake, Texas 76092
(817) 552-6210



TOWN OF ADDISON, TEXAS

MAYOR

Joe Chow

COUNCIL MEMBERS

Ivan Hughes

Jim Duffy

Al Angell

Tom Braun

Paul Walden

Lori Ward

CITY MANAGER

Wes Pierson

DIRECTOR OF INFRASTRUCTURE & DEVELOPMENT SERVICES

Lisa Pyles

ASSISTANT DIRECTOR OF INFRASTRUCTURE & DEVELOPMENT SERVICES

Jason Shroyer, P.E.

INTERIM CITY SECRETARY

Christie Wilson

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SECTION AB

ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

1. Sealed bids addressed to the Town of Addison, Texas, for **Water, Sanitary Sewer & Paving Improvements for Vitruvian Park Public Infrastructure – Block 500 A** in the Town of Addison, Texas, hereinafter called “City” or “Owner” in accordance with specifications and contract documents prepared by **Icon Consulting Engineers, Inc.** will be received at the office of the Purchasing Department, 5350 Belt Line Road, Addison, Texas until **2:00 p.m. on Tuesday, February 13, 2018**. Bids received by the appointed time will be opened and read aloud. Any bids received after closing time will be returned unopened.
2. The Contractor shall identify his bid on the outside of the envelope by writing the words **INFRASTRUCTURE & DEVELOPMENT SERVICES #17-17, VITRUVIAN PARK PUBLIC INFRASTRUCTURE – BLOCK 500 A**.
3. Paper bids shall be required and accompanied by a bid bond in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the Town of Addison. The bid bond shall be from a reliable surety company licensed by the State of Texas to act as a Surety and be listed on the current U.S. Treasury Listing of Approved Sureties, or a Binder of Insurance executed by a surety company licensed by the State of Texas to act as a surety or its authorized agent as a guarantee that the bidder will enter into a contract and execute a Performance Bond within ten (10) days after notice of award of contract to him.
4. Plans, specifications and bidding documents may be downloaded from www.bidsync.com. The Town of Addison is a “free buyer”, meaning that prospective bidders need only a free registration to sign up for plan updates. Bidders assume all risk for acquiring plans and/or specs from third party sites and plan rooms, as only Bidsync.com will be directly updated by Addison.
5. The right is reserved by the Mayor and the City Council as the interests of the City may require to reject any or all bids and to waive any informality in bids received and to select the proposal deemed most advantageous to the Town.
6. The Bidder (Proposer) must supply all the information required by the Proposal Form.
7. A Performance Bond, Labor and Material Payment Bond, and Maintenance Bond will be required by the Owner; each Bond shall be in the amount of 100% of the total contract amount. Bonds shall be issued by a surety company licensed by the State of Texas to act as a Surety and be listed on the current U.S. Treasury Listing of Approved Sureties.
8. All questions regarding this bid shall be asked through www.bidsync.com. Questions will be answered in a timely manner. If you have questions regarding Bidsync, please call Will Newcomer, Purchasing Manager, Town of Addison (972) 450-7091.
9. The project consists of installing proposed public water, wastewater, paving and other related improvements in accordance with the plans and specifications.
10. Pre-Bid Conference will be held at 2:00 p.m., on Tuesday, January 30, 2018 in the Conference Room of the Town of Addison’s Service Center, 16801 Westgrove Dr., Addison, Texas 75001.

TOWN OF ADDISON, TEXAS

SECTION IB

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

- A. PROJECT: VITRUVIAN PARK PUBLIC INFRASTRUCTURE – BLOCK 500 A**, in the Town of Addison.

The bids will be evaluated as stated in Section "P" of the instructions to Bidders.

- B. PROJECT DESCRIPTION:** This project consists of furnishing and installing water, sanitary sewer and paving and improvements in accordance with the plans and specifications.

- C. PROPOSALS:** Proposals must be in accordance with these instructions in order to receive consideration.

- D. DOCUMENTS:** Documents include the Bidding Requirements, including the Advertisement for Bids, these Instructions to Bidders, Proposal Forms, Contract Agreement, Bid Bond, Performance Bond, Payment Bond, Maintenance Bond, Contractor's Affidavit of Bills Paid, General Provisions, Special Provisions, Technical Specifications, Waiver of Lien, Drawings, and Addenda which may be issued by the Town of Addison during the bidding period. Bidding Documents may be viewed and/or obtained under the terms and conditions set forth in the Advertisement for Bids, Section AB of this Project Manual.

- E. EXAMINATION OF DOCUMENTS AND SITE:** Bidders shall carefully examine the Bidding Documents and the construction site to obtain first-hand knowledge of the scope and the conditions of the Work. Each Contractor, Subcontractor and Sub-subcontractor, by submitting a proposal to perform any portion of the Work, represents and warrants that he has examined the Drawings, Specifications (Project Manual) and the site of the Work, and from his own investigation has satisfied himself as to the scope, accessibility, nature and location of the Work; the character of the equipment and other facilities needed for the performance of the Work; the character and extent of other work to be performed; the local conditions; labor availability, practices and jurisdictions and other circumstances that may affect the performance of the Work. No additional compensation will be allowed by the Owner for the failure of such Contractor, Subcontractor or Sub-subcontractor to inform himself as to conditions affecting the Work. **A Pre-Bid Meeting will be held at 2:00 P.M. on Tuesday, the 30th day of January, 2018** at the Addison Service Center, 16801 Westgrove Drive, Addison, Texas 75001.

- F. INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a bid for the proposed Contract is in doubt as to the meaning of any part of the Drawings, Specifications (Project Manual) or other proposed Contract Documents, he may submit to the Town of Addison, not later than seven (7) calendar days prior to the date set for opening bids, a written request for an interpretation or clarification. Bidders should act promptly and allow sufficient time for a reply to reach them before preparing their bids. Any interpretation or clarification will be in the form of an Addendum duly issued. No alleged verbal interpretation or ruling will be held binding upon the Owner.

- G. SUBSTITUTIONS:** Conditions governing the submission of substitutions for specific materials, products, equipment and processes are in the Special Provisions. Requests for substitutions must be received by the Town of Addison seven (7) calendar days prior to the established bid date.

- H. ADDENDA:** Interpretations, clarifications, additions, deletions and modifications to the Documents during the bidding period will be issued in the form of Addenda and a copy of such Addenda will be released through www.bidsync.com. It is the responsibility of each person who has been issued a set of bid documents to obtain addenda through www.bidsync.com. Addenda will be a part of the Bidding Documents and the Contract Documents, and receipt of them shall be acknowledged in the Bid Form. All such interpretations and supplemental instructions will be in the form of written addenda to the contract documents which, if issued, will be sent by telegram, certified or registered mail, facsimile, email or hand delivered to all prospective bidders (at the respective addresses furnished for such purposes) not later than three (3) calendar days prior to the date fixed for the opening of bids. If any bidder fails to acknowledge the receipt of such addenda in the space provided in the bid form, his bid will nevertheless be construed as though the receipt of such addenda had been acknowledged.
- I. COMPLETION TIME:** It is understood and agreed to between the Town of Addison and the Contractor that time is of the essence of this contract and that the time allocated for completion of this project will be **180 calendar days**. The time period shall commence ten (10) calendar days following written notification from the Town of Addison that the Contractor may begin work. Reference Special Provision 22 for Explanation of Contract Time. The completion date of the contract will be same date of the Town's final acceptance of the improvements.
- J. FAILURE TO COMPLETE ON TIME:** The time of completion is an essential element of this contract. For each day that any work shall remain uncompleted after the time specified in the proposal and the Contract, or the increased time granted by the Town of Addison, or as equitably increased by additional work or materials ordered after the Contract is signed, the sum of **\$500 per day** shall be deducted from the monies due the Contractor. The sum of money thus deducted for such delay, failure or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per day that the Contractor shall be in default after the time stipulated in the Contract for completing the work. The said amounts are fixed and agreed upon by and between the Town of Addison and Contractor because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Town of Addison would sustain and which shall be retained from the monies due, or that may become due, the Contractor under this Contract: and if said monies be insufficient to cover the amount owing, then the Contractor or its surety shall pay any additional amounts due. In the event that the actual damages incurred by the Town of Addison exceed the amount of liquidated damages, the Town of Addison shall be entitled to recover its actual damages.
- K. PREPARATION OF BIDS:** Prices quoted shall include all items of cost, expense, taxes, fees and charges incurred by, or arising out of, the performance of the work to be performed under the Contract. Bids shall be submitted in duplicate and shall be signed in ink. Any bid on other than the required form will be considered informal and may be rejected. Erasures or other changes in a bid must be explained or noted over the initials of the bidder. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal. The prices should be expressed in words and figures or they may be deemed informal and may be rejected. In case of discrepancy between the prices written in the bid and those given in the figures, the price in writing will be considered as the bid. In the case of a discrepancy between a unit price and its extension, the unit price will govern. Failure to submit all requested information will make a bid irregular and subject to rejection. Bids shall be signed with name typed or printed below signature, and, if a partnership, give full name of all partners. Where bidder is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state

of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

NOTE: AN ELECTRONIC SPREADSHEET IS POSTED ON BIDSYNC FOR THE CONTRACTORS CONVENIENCE. THIS SPREADSHEET MAY BE USED IN LIEU OF THE MANUAL HANDWRITTEN PROPOSAL FORM IN THE SPECIFICATIONS AND SHALL BE ATTACHED TO THE PROPOSAL AND MADE PART OF THE CONTRACT DOCUMENTS. USING THE SPREADSHEET OPTION SHALL NOT AMEND NOR MODIFY ANY WORDING IN THE PROPOSAL FORM OR THE PLANS AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING THAT THE SPREADSHEET ADEQUATELY CONVEYS THEIR BID.

- L. SUBMITTAL OF BIDS:** Sealed proposals will be received at the time, date and place stated in the Advertisement for Bids. Proposals shall be made on unaltered Proposal Forms furnished by the Town of Addison. Submit proposal in an opaque, sealed envelope addressed to the Owner and plainly mark on the outside of the envelope the project name, and the name and address of the bidder. The envelopes shall be marked with the following project names:

INFRASTRUCTURE & DEVELOPMENT SERVICES #17-07
VITRUVIAN PARK PUBLIC INFRASTRUCTURE – BLOCK 500 A

The Bid Bond must be completed and signed by each bidder and submitted with the bid. Submit Bids by mail or in person prior to the time for receiving bids set forth in the Advertisement for Bids issued by the Town.

Electronic bidding on bidsync.com will not be considered for this project. The Town of Addison uses [bidsync](http://bidsync.com) to distribute bids and proposals. There will be NO COST to the contractor for standard bids or proposals. The project is considered a standard bid. For cooperative Bids and Reverse Auctions ONLY, the successful contractor/supplier agrees to pay [bidsync](http://bidsync.com) a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. Cooperative Bids and Reverse Auctions will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

- M. MODIFICATION AND WITHDRAWAL OF BIDS:** Prior to the time set for bid opening, bids may be withdrawn or modified. Bids may be modified only on the official bid form and must be signed by a person legally empowered to bind the bidder. No bidder shall modify, withdraw or cancel his bid or any part thereof for sixty (60) calendar days after the time agreed upon for the receipt of bids.
- N. DISQUALIFICATION:** The Owner reserves the right to disqualify proposals, before or after the opening, upon evidence of collusion with intent to defraud or other illegal practices relating to this proposal upon the part of the bidder.
- O. SUBMISSION OF POST-BID INFORMATION:** Upon notification of acceptance, the selected bidder shall, within five (5) calendar days, submit the following:
1. A designation of the portions of the Work proposed to be performed by the bidder with his own force.

2. A list of names of the subcontractors or other persons or organizations, including those who are to furnish materials and equipment fabricated to a special design proposed for such portions of the Work as may be designated in the Bidding Documents or as may be requested by the Town of Addison. The bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the proposed Subcontractors and suppliers to furnish and perform the Work.
3. Other information as required.

P. AWARD: The Owner reserves the right to accept any or to reject any bids without compensation to bidders and to waive irregularities and informalities. The Town of Addison Infrastructure & Development Services Department, in making its recommendation, will consider the following elements:

1. Whether the bidder is a contractor with experience in the type of work involved.
2. Whether the bidder has adequate plant, equipment and personnel to perform the work properly and expeditiously.
3. Whether the bidder has a suitable financial status and reputation for meeting obligations incident to work of the kind specified.
4. Whether the bidder has complied with the terms and conditions of the A+B bidding.

Alternate items may or may not be awarded. Addition or deletion of other items or schedules will be governed by the *Standard Specifications for Public Works Construction – North Central Texas, 4th Edition*, (hereinafter called SSPWC) Item 104.2 "Change or Modification of Contract".

Q. EXECUTION OF THE CONTRACT: The successful bidder will be required to enter into a contract with the Owner within ten (10) days of notice by the Owner that his bid has been accepted. Failure to enter into a contract within the established time limit shall be considered grounds for forfeiture of the bid bond.

R. CONSTRUCTION SCHEDULE: It is the Owner's desire to have the project completed and operational in as short a time as possible. The number of calendar days for completion of the project will begin with the date specified in the Notice to Proceed. The Notice to Proceed will be issued in a manner to facilitate a smooth construction of the project. The Contractor shall begin construction within ten (10) calendar days of the issuance of the Notice to Proceed.

S. FORM OF CONTRACT: The contract for the construction of the project will be drawn up by the Owner. A sample form of agreement is included in the Contract Agreement Section.

T. BONDS: A Performance Bond, a Labor and Material Payment Bond and a Maintenance Bond will be required by the Owner. The performance and payment bonds shall name the Town of Addison, and others as directed by the Town, as joint obligees. Sample forms have been included in the Performance Bond, Payment Bond and Maintenance Bond sections.

U. BID SECURITY: Bids shall be accompanied by a bid bond in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the Town of Addison. The bid bond shall be from a surety company licensed to do business in the State of Texas as a guarantee that the bidder will enter into a contract and execute a Performance

Bond, Payment Bond and Maintenance Bond within ten (10) calendar days after notice of award of contract to him. Such bid bonds will be returned to all except the three lowest bidders, as requested, after the opening of bids, and the remaining bid bonds will be returned promptly after the Owner has made an award of contract, or, if no award has been made within thirty (30) calendar days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

V. RESOLUTIONS: If the bidder is a corporation, a copy of the resolution empowering the person submitting the bid to bind the bidder must be included with the bid.

W. CONSTRUCTION STAKING: Construction staking and re-staking will not be provided by the Owner. Benchmarks and Horizontal Control are shown on the plans. There is no separate bid item for staking, therefore, the contractor must include value for staking in the various bid items as subsidiary to the contract. Any staking or re-staking that is required shall be the responsibility of the Contractor and shall be at no cost to the Owner.

X. FINAL PAYMENT: The general provisions for Final Payment shall be as stated in Item 1.09.5.4 of the North Central Texas Standard Specifications for Public Works Construction (4th Edition) including all Amendments and Additions. Prior to final payment the Contractor shall provide the Owner with the following items:

1. A Contractor's Affidavit of Bills Paid in accordance with Section BP.
2. A Consent of Surety Company to Final Payment.
3. A complete set of record plans which indicate all construction variations from the original construction documents in accordance with Item 5 of the Special Provisions.
4. A two (2) year Maintenance Bond in accordance with Section MB.
5. Acknowledgement that the project has been reviewed and accepted by TDLR.

Y. PREVAILING WAGE RATES: Wage rates paid on this project shall not be less than specified in the schedule of general prevailing rates of per diem wages as shown in Davis-Bacon, Dallas County.

Z. PRIORITY OF CONTRACT DOCUMENTS: In case of conflict between contract documents, priority of interpretation shall be in the following order: signed agreement, performance and payment bonds, proposal, special provisions (or conditions), technical specifications, general provisions, advertisement for bids, project drawings, *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the Texas Department of Transportation June 1, 2004; Standard Specifications for Public Works Construction – North Central Texas (NCTCOG, October 2004); Town of Addison Standard Drawings. This priority list shall take precedence over item 1.05.1 of the SSPWC.

SECTION PF

PROPOSAL FORM

PROPOSAL FORM

_____, 2018

TO: The Honorable Mayor and Town Council
Town of Addison, Texas

Gentlemen:

The undersigned bidder, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all equipment and to perform labor and work necessary for completion of the work described by and in accordance with the Plans, Specifications and Contract for the following prices, to wit:

Signed by: _____

ACKNOWLEDGMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

VITRUVIAN PARK PUBLIC INFRASTRUCTURE - BLOCK 500 A
WATER, SANITARY SEWER AND PAVING IMPROVEMENTS
TOWN OF ADDISON PROJECT #2017-07

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
1	1	L.S.	<p>For Mobilization (not to exceed 5% of total bid amount)</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Lump Sum</p>		
2	1	L.S.	<p>For Installation and Maintenance of Barricades, Signage, Pav't Markings and Traffic Control Measures for Marsh Lane Improvements</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Lump Sum</p>		
3	1	L.S.	<p>For Installation and Maintenance of Barricades, Signage, Pav't Markings and Traffic Control Measures for Spring Valley Road Improvements</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Lump Sum</p>		
4	1	L.S.	<p>For Furnishing, Installation and Maintenance of Traffic Control Measures for Shopping Center Phase 1 Improvements</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Lump Sum</p>		

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
5	1	L.S.	<p>For Furnishing, Installation and Maintenance of Traffic Control Measures for Shopping Center Phase 2 Improvements</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Lump Sum</p>		
6	1	L.S.	<p>For Furnishing, Installation and Maintenance of Traffic Control Measures for Shopping Center Phase 3 Improvements</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Lump Sum</p>		
7	1	L.S.	<p>For Furnishing, Installation and Maintenance of Traffic Control Measures for Shopping Center Phase 4 Improvements</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Lump Sum</p>		
8	3	EA.	<p>For Furnishing and Installing Project Signs in Accordance with Sign Plan</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Each</p>		

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
9	1	L.S.	For Compliance with Storm Water Pollution Prevention Plan Including Maintenance of Erosion Control Devices complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
10	1	EA.	For Furnishing, Installation and Maintenance of Construction Entrance complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
11	2,659	L.F.	For Furnishing, Installation and Maintenance of Silt Fence Sediment Barrier complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
12	13	EA.	For Furnishing, Installation and Maintenance of Inlet Protection Devices complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
13	2	EA.	For Removal, Storage and Re-installation of Existing Street Signage complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
14	6	EA.	For Removal and Disposal of Existing Trees complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
15	4,704	L.F.	For Sawcutting of Existing Concrete Pavement (Reference Sheet 3) complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
16	5,495	S.Y.	For Removal & Recycling of Existing Concrete Pavement complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
17	1,781	S.Y.	For Furnishing and Placing 10" Reinforced Concrete Pavement (4200 PSI) complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
18	2,685	S.Y.	For Furnishing and Placing 8" Reinforced Concrete Pavement (4200 PSI) complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
19	780	L.F.	For Constructing 6" Reinforced Monolithic Concrete Curb complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
20	239	L.F.	For Constructing 6" Reinforced Monolithic Concrete Sidewalk Curb complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
21	356	L.F.	For Constructing 6" Reinforced Concrete Curb & Gutter complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
22	6,123	S.F.	For Furnishing and Placing 5-inch thick Reinforced Concrete Sidewalk Enhanced Pavement complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Foot		
23	5,645	S.F.	For Furnishing and Placing 4-inch thick Reinforced Concrete Sidewalk Pavement complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Foot		

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
24	5	EA.	For Furnishing and Placing Sidewalk Pedestrian Curb Ramps (Ref. PED - 12A) complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
25	16	EA.	For Furnishing and Installing Detectable Warning Surface (Ref. PED - 12A) complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
26	286	S.F.	For Furnishing and Installing Pavestone Concrete Street Paver, Running Bond Pattern, 3-1/8" Thickness, Bellows Brown Color complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Foot		
27	1,342	S.F.	For Furnishing and Installing Pavestone Concrete Paver, Holland Stone, 2-3/8" Thickness, Bellows Brown Color complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Foot		
28	112	S.F.	For Furnishing and Installing Pavestone ADA Truncated Dome Concrete Paver, Running Bond Pattern, 2-3/8" Thickness, Bellows Brown Color complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Foot		

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
29	48	L.F.	For Furnishing, Laying and Compacting Short Term Asphalt Pavement Trench Repair complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
30	16	EA.	For Furnishing and Installing Type 11 Reflectorized Blue Pav't Markers for Hydrants complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
31	2,087	L.F.	For Removal and Disposal of Existing Water Main complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
32	704	L.F.	For Removal and Disposal of Existing Water Service complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
33	19	EA.	For Removal and Salvage of Existing Water Valves complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
34	11	EA.	For Removal and Salvaging of Existing Fire Hydrant Assembly complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
35	5	EA.	For Relocation of Exist Water Meter complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
36	29	EA.	For Cutting and Plugging of Existing Water Main complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
37	2,800	L.F.	For Furnishing and Placing of Grout Fill in Abandoned Water Main complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
38	8	EA.	For Removal of Existing Water Valve Cap and Grout Filling of Abandoned Water Valve Box complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
39	15	EA.	For Connection to Existing Water Main complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
40	15	EA.	For Connection to Existing Water Service complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
41	2,203	L.F.	For Furnishing and Installing 12-Inch PVC Water Pipe by Open Cut with Std. Embedment complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
42	137	L.F.	For Furnishing and Installing 12-Inch Ductile Iron Water Pipe by Open Cut with Std. Embedment complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
43	2,478	L.F.	For Furnishing and Installing 8-Inch PVC Water Pipe by Open Cut with Std. Embedment complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
44	299	L.F.	<p>For Furnishing and Installing 6-Inch PVC Water Pipe by Open Cut with Std. Embedment</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Linear Foot</p>		
45	20	L.F.	<p>For Furnishing and Installing 4" PVC Water Pipe by Open Cut with Std. Embedment</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Linear Foot</p>		
46	237	L.F.	<p>For Furnishing and Installing 2" Water Pipe by Open Cut with Std. Embedment</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Linear Foot</p>		
47	50	L.F.	<p>For Furnishing and Installing 1" Water Pipe by Open Cut with Std. Embedment</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Linear Foot</p>		
48	28	EA.	<p>For Furnishing and Installing 12-Inch Gate Valve Complete w/ Valve Box, Extention, Collar, Debris Cap and Cover</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Each</p>		

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
49	40	EA.	<p>For Furnishing and Installing 8-Inch Gate Valve Complete w/ Valve Box, Extention, Collar, Debris Cap and Cover</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Each</p>		
50	21	EA.	<p>For Furnishing and Installing 6-Inch Gate Valve Complete w/ Valve Box, Extention, Collar, Debris Cap and Cover</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Each</p>		
51	2	EA.	<p>For Furnishing and Installing 4-Inch Gate Valve Complete w/ Valve Box, Extention, Collar, Debris Cap and Cover</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Each</p>		
52	16	EA.	<p>For Furnishing and Installing Fire Hydrant Assembly, Complete in Place</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Each</p>		
53	10.90	TONS	<p>For Furnishing and Installing Ductile Iron Full Bodied Mechanical Joint Type Fittings w/ Restraining Glands for Water Pipe</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Ton</p>		

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
54	21	EA.	For Furnishing and Installing 2" Water Service Tap complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
55	3	EA.	For Furnishing and Installing 1" Water Service Tap complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
56	22	EA.	For Furnishing and Installing Meter Box complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
57	91	EA.	For Final Adjustment of Existing Water Valves to Finish Grade complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
58	1	L.S.	For Preparing, Furnishing, Installing and Maintaining Trench Safety System for Water Improvements complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
59	5	EA.	For Abandonment of Existing Sanitary Sewer Manhole complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
60	379	L.F.	For Removal and Disposal of Existing Sanitary Sewer Main complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
61	62	L.F.	For Removal and Disposal of Existing Sanitary Sewer Service complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
62	536	L.F.	For Removal and Disposal of Existing Sanitary Sewer Force Main Pipe complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
63	1	EA.	For Removal and Disposal of Existing Sanitary Sewer Cleanouts complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
64	3	EA.	For Removal and Disposal of Existing Bollards complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
65	10	EA.	For Cutting and Plugging of Existing Sanitary Sewer Main complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
66	1,466	L.F.	For Furnishing and Placing Grout Filling in Abandoned Sanitary Sewer Main complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
67	3	EA.	For Connection to Existing Sanitary Sewer Main complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
68	2	EA.	For Connection to Existing Sanitary Sewer Service complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
69	1,767	L.F.	<p>For Furnishing and Installing 8-Inch PVC Sanitary Sewer Main by Open Cut with Std. Embedment</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Linear Foot</p>		
70	180	L.F.	<p>For Furnishing and Installing 8-Inch Ductile Iron Sanitary Sewer Main by Open Cut with Std. Embedment</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Linear Foot</p>		
71	98	L.F.	<p>For Furnishing and Installing 6-Inch PVC Sanitary Sewer Main by Open Cut with Std. Embedment</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Linear Foot</p>		
72	11	EA.	<p>For Furnishing and Installing Sanitary Sewer Lateral Cleanouts</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Each</p>		
73	1	EA.	<p>For Constructing Standard 4' Diameter Sanitary Sewer Manhole to 6' Depth with Standard Frame and Cover, over Existing Sewer Main</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Each</p>		

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
74	12	EA.	<p>For Constructing Standard 4' Diameter Sanitary Sewer Manhole to 6' Depth with Standard Frame and Cover</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Each</p>		
75	29	V.F.	<p>For Extra Depth for Standard 4' Diameter Manhole in Excess of 6' Depth</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Vertical Foot</p>		
76	81	L.F.	<p>For Furnishing and Placing Cement Stabilized Sand Backfill around Manholes (12" Minimum Width on water main side only)</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Linear Foot</p>		
77	13	EA.	<p>For Final Adjustment of Sanitary Sewer Manholes to Finish Grade</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Each</p>		
78	1,947	L.F.	<p>For TV Inspection of Sanitary Sewer System</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Linear Foot</p>		

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
79	1	L.S.	<p>For Preparing, Furnishing, Installing and Maintaining Trench Safety System for Sanitary Sewer Improvements</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Lump Sum</p>		
80	136	L.F.	<p>For Furnishing and Installation of (2) - 4" Electrical Conduit by Open Cut</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Linear Foot</p>		
81	28,300	S.F.	<p>For Furnishing and Installing Hydromulch Seeding (NCTCOG Item 3.10 "Seeding") of all Disturbed Areas.</p> <p>complete in place, the sum of _____</p> <p>_____ Dollars</p> <p>and _____</p> <p>Cents per Square Foot</p>		
TOTAL AMOUNT OF BASE BID (Items 1 Through 81)					

If BIDDER is:

AN INDIVIDUAL

By _____ (Seal)
(Individual's Name)

doing business as _____

Business address: _____

Phone No. _____

A PARTNERSHIP

By _____ (Seal)
(Firm Name)

_____ (General Partner)

doing business as _____

Business address: _____

Phone No. _____

A CORPORATION

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No. _____

A JOINT VENTURE

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

SECTION IA

INDEMNIFICATION AGREEMENT

TOWN OF ADDISON INDEMNIFICATION AGREEMENT

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, UDR, Inc., VPDEV 1 LLC, VP West 1 LLC, their respective past, present and future elected and appointed officials, and each of their respective past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons" and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, quests, customers, licensees, sub licensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, quests, customers, licensees, sub licensees (collectively, "Contractor Persons"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision hereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid #: _____

Company Name: _____

Signature: _____ Date: _____

SECTION CA

CONTRACT AGREEMENT

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this _____ day of _____, **2018**, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and _____, of the City of _____, County of _____, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

Town of Addison Public Improvements
to be known as

**VITRUVIAN PARK
PUBLIC INFRASTRUCTURE – BLOCK 500 A**

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, to complete the work within One Hundred Eighty (**180**) calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR _____ in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON, TEXAS (OWNER)

ATTEST:

By: _____
Wes Pierson, City Manager

By: _____
Christie Wilson, Interim City Secretary

(CONTRACTOR)

ATTEST:

By: _____

By: _____

The following to be executed if the CONTRACTOR is a corporation:

I, _____ certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the _____ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

No Boycott – Israel: Pursuant to Texas Government Code Chapter 2271, _____ execution of this Agreement shall serve as verification that _____ does not boycott Israel and will not boycott Israel during the term of this Agreement.

SECTION BB

BID BOND

BID BOND

Bidder shall submit a bid bond equal to five percent (5%) of the bid price. Failure to submit a bid bond when required may deem the bid non-responsive. Bid Bonds may be submitted electronically with the executed original provided immediately upon request.

SECTION PrB

PERFORMANCE BOND

**STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE
(PUBLIC WORKS)**

(Penalty of this Bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, That _____
(hereinafter called the Principal), as Principal, and _____
(hereinafter called the Surety), as Surety are held and firmly bound unto the **Town of Addison** (hereinafter called the Obligee), in the amount of _____
_____ Dollars (\$ _____) for the
payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 2018 to

**Town of Addison Public Improvements
to be known as
VITRUVIAN PARK
PUBLIC INFRASTRUCTURE – BLOCK 500 A**

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this _____ day of _____, 2018.

(Principal)
By: _____

(Surety)
By: _____
(Attorney-in-Fact)

SECTION PyB

PAYMENT BOND

**STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE
(PUBLIC WORKS)**

(Penalty of this Bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, That _____
(hereinafter called the Principal), as Principal, and _____
(hereinafter called the Surety), as Surety are held and firmly bound unto the **Town of Addison** (hereinafter
called the Obligee), in the amount of _____
_____ Dollars (\$ _____) for the
payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____, 2018 to

**Town of Addison Public Improvements
to be known as
VITRUVIAN PARK
PUBLIC INFRASTRUCTURE – BLOCK 500 A**

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution
of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full
force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of
the Texas Government Code and all liabilities on this bond shall be determined in accordance with the
provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length
herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this _____
day of _____, 2018.

(Principal)
By: _____

(Surety)
By: _____
(Attorney-in-Fact)

SECTION MB

MAINTENANCE BOND

MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

That _____ as principal and _____
_____, a corporation organized under the laws of _____
and _____ as sureties, said sureties being authorized to do business in the
State of Texas, do hereby expressly acknowledge themselves to be held and bound to pay unto the Town of
Addison, a municipal corporation, chartered by virtue of a Special Act of Legislature of the State of Texas, as
Addison, Dallas County, Texas, the sum of

(\$ _____) for the payment of which sum will and truly to be made unto said Town of Addison and its
successors, said principal and sureties do hereby bind themselves, their assigns and successors, jointly and severally.

This obligation is conditioned, however, that whereas said

has this day entered into a written contract with the said Town of Addison to build and construct the

Town of Addison Public Improvements

to be known as

VITRUVIAN PARK
PUBLIC INFRASTRUCTURE – BLOCK 500 A

which contract and the Plans and Specifications therein mentioned adopted by the Town of Addison, are hereby
expressly made a part hereof as though the same were written and embodied herein.

WHEREAS, under the Plans, Specifications and Contract it is provided that the Contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of startup, and to do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and to do and perform all necessary work and repair any defective condition growing out of or arising from the improper joining of the same, or on account of any breaking of the same caused by the said Contractor in laying or building the same, or on account of any defect arising in any of said part of said work laid or constructed by the said Contractor, or on account of improper excavation or backfilling; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by the said Contractor; and in case the said Contractor shall fail to do, it is agreed that the City may do said work and supply such materials, and charge the same against the said Contractor and sureties on this obligation, and the said Contractor and sureties hereon shall be subject to the liquidated damages mentioned in said contract for each day's failure on its part to comply with the terms of the said provisions of said contract;

NOW THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void and have no further effect; but if default shall be made by the said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said Town of Addison shall have and recover from the Contractor and its sureties damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon and that successive recoveries may be had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said _____ has caused these presents to be executed by _____ and the said _____ has hereunto set his hand this the _____ day of _____, 2018 ____

SURETY

PRINCIPAL

By: _____

By: _____
Attorney in Fact

ATTEST

By: _____
Surety

Secretary

Agency and Address

NOTE: Date of Maintenance Bond must be same as date of City acceptance.

SECTION BP

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF DALLAS

Personally, before me the undersigned authority, on this day appeared _____ who, being
duly sworn, on oath, says that he is a legal representative of _____
(full name of Contractor as in contract)

and that the contract for the construction of the project, designated as

**Town of Addison Public Improvements
to be known as**

VITRUVIAN PARK

PUBLIC INFRASTRUCTURE – BLOCK 500 A

Infrastructure & Development Services #17-17

has been satisfactorily completed and that all bills for materials, apparatus, fixtures, machinery and labor used in connection with the construction of this project have, to the best of my knowledge and belief, been fully paid.

Signature

Title

Sworn to and subscribed before me this _____ day of _____, 2018.

Notary Public in and for

_____ County, Texas

Instructions:

If the contractor is an individual, he shall sign the affidavit. If the contractor is a partnership, any partner may sign the affidavit. If the contractor is a corporation, a person authorized by the by-laws or by the Board of Directors shall sign the affidavit. If the Contractor is a joint-venture of individuals, any of the individuals may sign the affidavit. If the Contractor is a joint-venture of partnerships, or of individuals and partnerships, the affidavit may be signed by the individual or any partner of any partnership. If the contractor is a joint-venture in which a corporation is a party, separate affidavits must be executed in the name of the joint-venture: one by each corporation and one by each individual or partnership. Signatures for corporations should be by a duly authorized officer. If signature is by another, a showing of authority to sign must accompany the affidavit.

SECTION GP

GENERAL PROVISIONS

GENERAL PROVISIONS

The General Provisions of the Contract shall be as stated in the Standard Specifications for Public Works Construction, North Central Texas Council of Governments 2004 Version, under Division 100, "General Provisions," as amended or supplemented and except as modified by the Special Provisions.

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SPECIAL PROVISIONS

SPECIAL PROVISIONS
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SPECIAL PROVISIONS

1. **SCOPE OF WORK:** The work to be performed under the provisions of these Contract Documents shall consist of furnishing all materials, labor, equipment, supplies and appurtenances; providing all construction, plant, equipment and tools; performing all necessary labor and supervision; and the construction complete, including all work appurtenant thereto, the proposed improvements for **Vitruvian Park Public Infrastructure - Block 500.**
2. **GENERAL:** This work shall conform to the requirements of the specifications and the details as shown on the Drawings. These Contract Documents are intended to be complementary. Requirements of any of the Contract Documents are as binding as if called for by all. In the event of conflict between the Drawings and the Specifications, the Contractor will be deemed to have assumed the more expensive way of doing the work unless, before submitting a bid, the Contractor shall have asked for and obtained (by addendum) a written decision as to which method or material is intended.
In cases of discrepancies, calculated dimensions shall govern over scaled dimensions; special provisions and special specifications shall govern over both general and standard specifications; and quantities shown on the plans shall govern over those shown in the proposal.
3. **EXAMINATION OF SITE:** The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, or similar physical conditions at the site, conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor acknowledges that he has inspected the site of the work and is familiar with the soil conditions to be encountered. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Town of Addison assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Town and the Engineer.
4. **SPECIFICATIONS:** Construction improvements shall be governed by the following published specifications and details (except as modified by these Special Provisions):
Standard Specifications for Public Works Construction, North Central Texas - North Central Texas Council of Governments (latest edition);
Town of Addison Standard Specifications and Construction Details;
Standard Specifications and Details for Manhole and Duct Structure Facilities as established by Oncor Electric Delivery and AT&T.

The Contractor shall keep copies of applicable specifications on the project site at all times. Where reference is made to specifications compiled by other agencies, organizations or departments, such specifications referred to are hereby made a part of the project specifications.

5. **SUBSURFACE INVESTIGATION:** Subsurface exploration to ascertain the nature of soils, including the amount of rock, if any, is the responsibility of any and all prospective bidders. It shall be the responsibility of the bidders to make such subsurface investigations as he deems necessary to determine the nature of the material to be encountered. Some preliminary subsurface exploration has been performed by the Town of Addison and the Engineer, and is provided to the contractor in these documents. This information is provided only as preliminary and all bids shall be based on information obtained by the Contractor. The Town of Addison and the Engineer disclaim any responsibility for the accuracy, true location and extent of the soils information that has been prepared by others. They further disclaim responsibility for interpretation of that data by bidders, as in projecting soil bearing values, rock profiles, soils stability and the presence, level and extent of underground water.

6. **COMPLIANCE WITH LAWS:** The Contractor shall familiarize himself with the nature and extent of the specifications, site conditions, traffic and safety requirements, and shall fully comply with all local, state and federal laws, including all codes, ordinances, rules and regulations applicable to this contract and the work to be done hereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment. The Contractor shall comply with all federal, state and local laws, rules and regulations of every kind and nature applicable to the performance of its Work hereunder, and shall hold the Town of Addison, UDR Inc., VPDEV 1 LLC, VP West 1 LLC (collectively, the “UDR Parties”) and the Engineer harmless therefrom.

7. **PERMITS, LICENSES AND REGULATIONS:** Permits and licenses for the prosecution of the Work shall be secured and paid for by the Contractor. Wherever the work under this contract requires the obtaining of permits from the Town of Addison or other public authorities, duplicate copies of such permits shall be furnished to the Engineer by the Contractor hereunder before the work covered thereby is started. **NO WORK WILL BE ALLOWED TO PROCEED BEFORE SUCH PERMITS ARE OBTAINED.**

8. **RIGHTS-OF-WAY AND EASEMENTS:** Rights-of-way and permanent easements, dedicated to the Town of Addison, have been secured for this project and made a part of thereto. The Contractor shall obtain a right-of-way permit from the Town of Addison prior to beginning work. When working within the public rights-of-way and easements, the Contractor shall at all times observe and comply with all Federal and State Laws, and Town of Addison ordinances and regulations which in any way affect the conduct of the work or his operations, and shall observe and comply with all orders, laws, ordinances and regulations which exist or which may be enacted later by bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof will be considered. The Contractor and his Sureties shall indemnify and save harmless the Town of Addison, the UDR Parties, the Engineer and all of their officers, agents, and employees against any and all claims or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether it be by himself or his employees.

It shall be the responsibility of the Contractor, prior to the initiation of construction on easements through private property, to inform the Town of his intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the Work. All easements shall be cleaned up after use and restored to their original conditions or better.

9. **RESTRICTED WORK HOURS:** Per the Town of Addison Building Regulations, "It shall be unlawful for a person, firm or corporation to excavate, erect, build, construct, alter, repair or demolish any building or structure which has been issued or which is required to be issued a building permit by the Town of Addison between the hours of 7:00 p.m. and 7:00 a.m. Monday through Friday, and between the hours of 7:00 p.m. and 8:00 a.m. on Saturday and Sunday, if such activity is performed within a residential, apartment, or townhouse zoned area, or within three hundred (300) feet of an occupied residence, except in cases of urgent necessity or in the interest of public safety and convenience, and then only by permit of the City Manager."
10. **COMPLIANCE WITH IMMIGRATION LAWS:** Contractor shall take all steps necessary to ensure that all of the Contractor's employees are authorized to work in the United States as required by the Immigration Reform and Control Act of 1986.
11. **NON-DISCRIMINATION POLICY:** It is the policy of the Town of Addison to afford all people an equal opportunity to bid on any contract being let by the Town. The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract. The Town of Addison will require its employees, agents, and contractors to adhere to this policy.
12. **ANTITRUST LAWS:** The Contractor hereby assigns to the Town of Addison any all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Sec. 1, et seq. (1973).
13. **ABANDONMENT:** The Town of Addison reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Town of Addison. In case of total abandonment of the project, the contract becomes void. The Town of Addison may abandon portions of the project at any time during the project duration. In case of such partial abandonment, the Contractor shall not be due any payment for lost or unrealized profits on the abandoned portions of the project.
14. **DISCREPANCIES:** If the Contractor, in the course of the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors or omissions in drawings or in the layout as given by survey points and instructions, or if it appears that any Plan, Specification or other Contract Document is or may not be in compliance with any building code or other requirement of any governmental body, he shall immediately inform the Town of Addison and the Engineer in writing, and the Town of Addison and the Engineer shall promptly verify the same. Any Work done after such discovery, until authorized, will be done at the Contractor's risk.

15. **PREVAILING WAGE RATES:** Wage rates paid on this project shall not be less than specified in the schedule of general prevailing rates of per diem wages as attached hereto.
16. **ADDENDA:** Bidders desiring further information, or interpretation of the Plans and Specifications, must make written request for such information to the Engineer (not later than three (3) working days prior to the date set for the Bid opening). Answers to all such requests will be released on www.bidsync.com in addendum form and all addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a Bidder find discrepancies in, or omissions from, the Plans, Specifications or Contract Documents, or should he be in doubt as to their meaning, he shall at once notify the Engineer in writing in order that a written addendum may be sent to all Bidders.
17. **PAY ITEMS:** Pay items provided are intended to be all-inclusive of the work required on this project. Work required by the plans or specifications but not provided with a specific pay item shall be considered incidental to other items of work. Final payment to the construction contractor shall not be made until all Work has been finally completed and verified in accordance with the construction contract, plans and specifications and have been finally accepted by the Town of Addison.
18. **INCREASE OR DECREASE IN QUANTITIES:** The quantities shown in the proposal are approximate. Final payment will be based on quantities determined by measurement methods described for each work item.

When the quantity of work to be done or materials to be furnished under any major pay item or contract is more than 125% of the quantity stated in the contract, whether stated by Town of Addison or by Contractor, then either party to the contract, upon demand, shall be entitled to negotiate for revised consideration on the portion of work above 125% of the quantity stated in the contract.

When the quantity of the work to be done or materials to be furnished under any major pay item of the contract is less than 75% of the quantity stated in the contract, whether stated by Town of Addison or by Contractor, then either party to the contract, upon demand, shall be entitled to negotiate for revised consideration on the portion of work below 75% of the quantity stated in the contract. This paragraph shall not apply in the event Town of Addison deletes a pay item in its entirety from this contract.

19. **SUBSIDIARY WORK:** Any and all work specifically governed by documentary requirements for the project, such as conditions imposed by the Plans or these Special Provisions, in which no specific item for bid has been provided for in the Proposal, shall be considered as a subsidiary item of work, the cost of which shall be included in the various bid items in the Proposal. Costs of permits, inspection fees, traffic control, construction staking, surface restoration and cleanup are general items of work which fall in the category of subsidiary work.

20. **QUALIFICATION OF BIDS:** The Town of Addison reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. The Town reserves the right to reject the Bid of any Bidder if the Town believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Town. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

21. **AWARD AND EXECUTION OF CONTRACT:** The Town of Addison reserves the right to withhold final action on the Proposal for a reasonable time, not to exceed forty-five (45) days after the date of opening Proposals, and in no event will an award be made until after investigations have been made as to the responsibility of the proposed awardee. The award of the contract, if an award is made, will be to the lowest and best responsible bidder. The award of the contract shall not become effective until the Town of Addison has notified the Contractor in writing of such award.

Within ten (10) days after the Town of Addison has by appropriate resolution, or otherwise, awarded the contract, the Contractor shall execute and file with the Town of Addison the Contract and such bonds as may be required in the Contract Documents.

22. **EXPLANATION OF CONTRACT TIME:** The term "Original Contract Time" as used in this Provision will mean the number of calendar days established in this Contract (**180 calendar days**) for completion of the work of the Contract from the date the Contract was executed. The term "calendar day" as used in this Article will mean every day shown on the calendar. Calendar days will be consecutively counted from commencement of Contract Time regardless of weather, weekends, holidays, suspensions of Contractor's operations, delays or other events as described herein. The Original Contract Time will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., war, invasion, riot, declared state of emergency, national strike, or other situations as declared by the Town of Addison). The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, disruptions, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, weather, weekends, holidays, or other such events, forces or factors sometimes experienced in roadway construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not extend the Original Contract Time. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor's work to overcome or absorb such delays or events in an effort to complete the Contract prior to expiration of the Original Contract Time, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance. In the event the project is altered by work deleted, change orders, supplemental agreements, utility conflicts, design changes or defects, extra work, right of

way issues, or other situations which are not the fault of or a direct result of contractor negligence which may impact the critical path of the project construction schedule, the Town may choose to negotiate the extension or reduction of the Original Contract Time with the Contractor.

In the event of a catastrophic event (i.e., war, invasion, riot, declared state of emergency, national strike, or other situations as declared by the Town of Addison) directly and substantially affecting the Contractor's operations on the Contract, the Contractor and the Town shall agree as to the number of calendar days to extend the Original Contract Time. In the event the Contractor and Town are unable to agree to the number of calendar days to extend the Original Contract Time, the Town shall unilaterally determine the number of calendar days to extend the Original Contract Time reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination, save and except that the Contractor establishes that the number of calendar days determined by the Town were arbitrary or without any reasonable basis. The Contractor shall have no rights under the Contract to make any claim arising out of this incentive payment provision except as is expressly set forth in this Provision.

Should the Contractor fail to complete the Contract on or before expiration of the Allowable Contract Time the Town shall deduct from the moneys due the Contractor the sum of **\$500 per day** for each calendar day completion exceeds the Allowable Contract Time. The term "Allowable Contract Time" as used in this Article shall mean the Original Contract Time plus adjustments pursuant to the statements above. This deduction shall be the disincentive for the Contractor's failing to timely complete the Contract. **This shall be strictly enforced.**

23. **COPIES OF PLANS FURNISHED:** One (1) set of 11" x 17" plans and one (1) electronic version of the plans shall be furnished to the Contractor, at no charge, for construction purposes. Additional copies may be obtained at cost of \$150 per set upon request.
24. **PRE-CONSTRUCTION CONFERENCE:** The successful Contractor, Engineer, and Town of Addison shall meet for a preconstruction conference before any of the work begins on this project. At this time, details of sequencing of the work, contact individuals for each party, testing requirements, submittals, and pay requests will be covered. Prior to the meeting, the Contractor shall prepare schedules showing the sequencing and progress of their work and its effect on others. A final composite schedule will be prepared during this conference to allow an orderly sequence of project construction.
25. **MOBILIZATION:** The work specified in this item consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, utilities, and other facilities, if necessary, for the construction of proposed improvements. Maximum allowed will be 5% of the total bid.
26. **GENERAL SEQUENCE OF CONSTRUCTION:** Prior to the start of work, the contractor shall develop a detailed construction and sequence of construction schedule using

the critical path method, to be submitted to the Town of Addison for approval, that shall cause minimum interference with traffic along, across and adjacent to the project during construction. If the schedule or sequence becomes unworkable or unsatisfactory as work proceeds, adjustments shall be made subject to Town approval. During all phases of construction access to all existing residences and businesses must be maintained at all times unless otherwise authorized in writing by the Town of Addison. Erosion control devices must be properly installed and maintained during all stages of construction.

27. **PROJECT REPRESENTATIVE:** The Town of Addison, the Engineer, the Contractor(s), and any applicable public utilities shall designate a single individual within their organization to act as liaison for the project. This individual shall be aware of the day to day activities on the project, have authority to make decisions binding on the party, and serve as single point for coordination of activities with the other team members.
28. **COORDINATION WITH OTHERS:** In the event that other Contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of the other Contractors. The Town of Addison and/or the Engineer shall mediate any disputes, and the Contractors shall comply with their decisions.
29. **INSURANCE:** Each insurance policy that the Contractor must furnish in accordance with these contract documents shall name the Town of Addison, the UDR Parties and the Engineer as additional insured. Contractor shall include in their bid package, a copy of their certificate of insurance showing compliance to the limits established by the Town of Addison.

1.0 The Contractor shall agree to furnish and maintain continuously during the period of this agreement, any renewals or extension, insurance coverage meeting all of the following requirements:

1.1 Commercial General Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, which coverage shall include Products/Completed Operations, and XCU Hazards. Coverage for product/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. Contractual Liability must be included.

1.2 Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$1,000,000 each occurrence-each accident, \$1,000,000 by disease-each occurrence and \$1,000,000 by disease aggregate (see attachment on Workers Compensation Commission rules).

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

1.4 Umbrella Liability at minimum limits of \$1,000,000 each-occurrence \$4,000,000 aggregate with respect to primary commercial general liability, automobile liability and employer's liability policies.

1.5 Any Subcontractor(s) hired by the Contractor shall 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.

1.6 A comprehensive general liability insurance form may be used in lieu of a commercial general liability form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit and coverage must include a broad form comprehensive general liability endorsement, products/completed operations, XCU hazards and contractual liability.

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

2.1 The Town and the UDR Parties shall be named as an additional insured with respect to general liability and automobile liability.

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

2.3 A waiver of subrogation in favor of the Town of Addison and the UDR Parties shall be contained in the workers compensation and all liability policies.

2.4 All insurance policies shall be endorsed to require the insured to immediately notify the Town of Addison of any material changes in the insurance coverage.

2.5 All insurance policies shall be endorsed to the effect that the Town will receive at least thirty (30) days notice prior to cancellation or non-renewal of the insurance.

2.6 All certificates shall be mailed to Town of Addison, Purchasing Dept., P.O. Box 9010, Addison, Texas 75001.

2.7 All insurance policies, which name the Town and the UDR Parties as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

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

2.9 Contractor may maintain reasonable and customary deductibles, subject to approval by the Town.

3.0 All insurance shall be purchased from an insurance company who meets the following

requirements:

3.1 Must be issued by a carrier, which is rated "A-" or better by A.M. Best's Key Rating Guide.

3.2 Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.

4.0 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

4.1 Set forth all endorsements and insurance coverages according to requirements and instruction contained herein.

4.2 Shall specifically set forth the notice-of-cancellation or termination provisions to the Town.

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

30. WORKERS' COMPENSATION INSURANCE COVERAGE:

A. Definitions.

Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self insure issued by the Texas Workers' Compensation Commission (the "TWCC"), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons Providing Services on the Project ("subcontractor" in Section 406.096 of the Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, Town-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include

activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on property reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the Town of Addison prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Town of Addison, showing that the coverage has been extended.

E. The Contractor shall obtain from each person providing services on the project, and provide to the Town of Addison:

(1) a certificate of coverage, prior to that person beginning work on the project, so that the Town of Addison will have on file certificates of coverage showing coverage for all persons providing services on the project; and,

(2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

F. The Contractor shall retain all required certificates of coverage on file for the duration of the project and for one year thereafter.

G. The Contractor shall notify the Town of Addison in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide Services on a project to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Codes 401.011 (44) for all its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each person with whom it contracts, and provide to the Contractor;

a. a certificate of coverage, prior to the other person beginning work on the project; and,

b. a new certificate of coverage showing extension of the coverage period, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the Town of Addison in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each other person with whom it contracts to perform as required by paragraphs (1) - (7) with the certificate of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Town of Addison that all employees of the Contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TWCC's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Town of Addison to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Town.

The following is the form of notice of workers' compensation coverage prescribed by the TWCC. Pursuant to Section 110.110 (d) (7), this notice must be printed with a title in at least 30-point bold type, and text in at least 19-point nominal type, and shall be in both English and Spanish and any other language common to the worker population.

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.

"Call the Texas Workers' Compensation Commission (TWCC) at (512) 440-3789 to receive further information on the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

31. **CLEAN AIR ACT AND CLEAN WATER ACT:** "Contractor is responsible for compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 505 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency regulations."

32. **RESOLUTION OF DISPUTES:** The parties hereby covenant and agree that in the event of any controversy, dispute, or claim, of whatever nature arising out of, in connection with or in relation to the interpretation, performance or breach of this agreement, including but not limited to any claims based on contract, tort or statute, before filing a lawsuit, the parties agree to submit the matter to Alternative Dispute Resolution pursuant to the laws of the State of Texas. The parties shall select a third party arbitrator or mediator from the current list of neutrals on file with the Alternative Dispute Resolution Administrator of the Dallas County District Courts. All forms of Alternative Dispute Resolution may be used except binding arbitration. The proceedings shall be conducted in accordance with the laws of the State of Texas.

33. **SHOP DRAWINGS:** The Contractor shall provide, review, approve and submit all shop drawings, product data and samples required by the Town of Addison, the Engineer and the Contract Documents in accordance with Item 1.28 of the Standard Specifications for Public Works Construction, North Central Texas Council of Governments. The Contractor shall furnish a minimum of four and a maximum of six copies of shop drawings for review by the Engineer, who will review, approve and forward to the Town of Addison for acceptance. Approved submittals will be returned as follows:
 - Two (2) – Town of Addison
 - One (1) – Contractor
 - One (1) – Icon Consulting Engineers, Inc.

Maximum size of submittals shall be 11 x 17 inch. No fax copies are acceptable. Shop drawings shall include all items to be installed in the project, including:

- Concrete Mix Designs
- Traffic Control Plan
- Water Main Pipe

- Storm Sewer Pipe
- Fire Hydrants
- Trench Safety Plan
- Steel Casing Pipe
- Conduit
- Sanitary Sewer Pipe
- Sanitary Sewer Manholes
- Fittings
- Flex Base
- Embedment Materials
- Valves & Boxes
- Water Vaults
- Gradation
- Asphalt
- Backfill Materials

34. **PROJECT VIDEO:** Prior to the start of construction, Contractor shall video the construction area and property adjacent to construction in the presence of the City Inspector. The format shall be DVD. The video shall be narrated. The Contractor shall furnish the Town of Addison a copy of the video in DVD format prior to commencement of project. This shall be subsidiary to project.

35. **TESTING REQUIREMENTS:** The Town of Addison shall designate and pay an independent testing laboratory to furnish testing for this project. Random testing will be provided by the independent lab as necessary for compliance with the specifications. The Contractor shall coordinate construction with the testing lab and the Town of Addison, and shall provide assistance to the testing labs by providing excavation, access, trench safety, materials for testing and any other work required to insure all testing requirements are met. Work performed to accommodate testing will be a subsidiary item and no extra payment will be authorized. All costs for the field quality control testing shall be paid for by the Town of Addison, except for any and all re-testing, which shall be paid by the Contractor and such cost shall be deducted from monthly pay requests. The Contractor shall be responsible for providing any test required by the specifications. All samples and tests shall be performed in accordance with the Standard Specifications for Public Works Construction, North Central Texas Council of Governments (Latest Edition) as amended or supplemented.

36. **INSPECTION:** The Town of Addison and the Engineer reserve the right to inspect, test, measure or verify the construction work for this project as they deem necessary to ascertain that the Work is being accomplished in accordance with the standards and requirements set forth in the Contract Documents. Notwithstanding such reviews, the Contractor will be held responsible for the finished Work, and any acceptance of the Work by the Town or governmental agencies will not relieve the Contractor from responsibility for the Work. The Town reserves the right to place full-time construction inspectors at the site of the Work. Costs for inspection services will be paid by the Town of Addison. The Contractor shall provide assistance to the Town of Addison and the Engineer by providing excavation, trench safety, or other work necessary to facilitate inspection activities, and shall give sufficient notice well in advance of pending construction activities for scheduling of inspection services.

If the Specifications, the Town's instructions, laws, ordinances, or any public authority require any Work to be specially tested, the Contractor shall give the Town timely notice of its readiness for testing, and if the testing is by an authority other than the Town, of the date fixed for such testing. Tests by the Town shall be made promptly, and where practicable at the source of supply.

37. **ACCESS ROUTES, STAGING AREAS AND STORAGE AREAS:** All haul roads and access routes and the location of job site trailers, staging areas, and storage areas shall be subject to the approval of the Town and the Engineer. The Contractor shall be responsible for maintaining and repairing all roads and other facilities used during construction. Upon completion of the project all existing roads and other disturbed areas shall be left in a condition equal to that at the time the Contractor commences work on this project.
38. **PROPERTY ACCESS:** Access to adjacent properties shall be maintained at all times unless otherwise directed by the Engineer and/or Town of Addison. Contractor shall block no more than one half of a driveway at any time. Contractor shall also maintain sufficient sidewalk access throughout the project limits to the existing apartment buildings during construction operations.
39. **PLANT, PROCEDURE, METHODS AND EQUIPMENT:** The Contractor shall determine the methods to be employed, the procedures to be followed, and equipment to be used on the work under this contract, subject to the requirements of these specifications and approval of the Engineer and Town of Addison. Only adequate and safe procedures, methods and equipment shall be used. The Contractor shall so arrange his work and provide such plant and equipment as is necessary in order to meet the progress requirements of the approved time schedule and to complete the work within the period of time as specified in the Construction Agreement. Only such materials and equipment as are necessary for the construction of the work under this contract shall be placed, stored or allowed to occupy any space at the site of the work.

It is expressly agreed that the acceptance or approval of any order of procedure, methods or equipment submitted or employed by the Contractor shall not in any manner relieve the Contractor of responsibility for the safety, maintenance and repairs of any work, or for the construction maintenance and safety of the work hereunder, or from any liability whatsoever on account of any procedure or method employed by the Contractor. Where the work under this contract requires permits from the Town of Addison, the State of Texas, or other public authorities, duplicate copies of such permits shall be furnished to the Engineer by the Contractor before the work covered thereby is started. **NO WORK WILL BE ALLOWED TO PROCEED BEFORE REQUIRED PERMITS ARE OBTAINED AND DISTRIBUTED**

40. **PARKING OF CONSTRUCTION EQUIPMENT:** At night and during all other periods of time when equipment is not being actively used on the construction work, the Contractor shall park the equipment at locations which are approved by the Town of Addison or the Engineer. The Contractor shall provide adequate barricades, markers and lights to protect the Town of Addison, the Engineer, the public and other work. All barricades, lights, and markers must meet the requirements of the Town of Addison, State and Federal regulations.
41. **ZONING REQUIREMENTS:** During the construction of this project, the Contractor shall comply with the present zoning requirements of the Town of Addison in the use of vacant property for storage purposes.

42. **CONSTRUCTION IN PUBLIC ROADS AND PRIVATE DRIVES:** No public road shall be entirely closed overnight. It shall be the responsibility of the Contractor to build and maintain all weather bypasses and detours, if necessary, and to properly light, barricade and mark all bypasses and detours that might be required on and across the roads involved in the work included in this contract. No interference with traffic flow on city streets shall be permitted during the hours of 6:30 a.m. to 9:30 a.m. and 3:30 p.m. to 7:30 p.m., Mondays through Fridays.

The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at driveway entrances located along the roadways. Towns or tenants of improvements where access and/or entrance drives are located shall be notified at least twenty-four (24) hours prior to the time the construction will be started at their driveways or entrances and informed as to the length of time driveways will be closed. Contractor shall at all times maintain at least one point of access into all properties, unless obtaining written permission from property Town to do otherwise with such written permission being provided to the Town's inspector.

The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of two years from the date of such reconstruction. In the event the repairs and maintenance are not made immediately to the satisfaction of the Town, and it becomes necessary for the Town to make such repairs, the Contractor shall reimburse the Town for the cost of such repairs.

The Contractor shall, at all times, keep a sufficient width of the roadway clear of dirt and other material to allow the free flow of traffic. The Contractor shall assume any and all responsibility for damage, personal or otherwise, that may be caused by the construction along roads and private drives.

43. **HAULING ON TOWN OF ADDISON STREETS:** The Contractor shall receive approval of his haul routes and type of equipment to be used prior to beginning construction. The Contractor shall be responsible for maintaining the cleanliness of existing paved roadways and shall provide equipment and manpower for that purpose.

44. **EXISTING POWER POLES & GUY WIRES:** The Contractor shall have the responsibility of coordinating with the proper authorities for the bracing, replacing or relocating of all utility poles and guy wires which interfere with the construction of this project prior to beginning his construction operations. The Contractor will also be responsible for all damage to poles, guy wires, etc. that are damaged or destroyed by Contractor's operations.

45. **SAFETY RESTRICTIONS - WORK NEAR HIGH VOLTAGE LINES:** The following procedures shall be followed for work near high voltage lines on this contract:

- a. A warning sign not less than five (5) inches by seven (7) inches, painted yellow with black letters that are legible at twelve (12) feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile driver, hoisting

equipment or similar apparatus. The warning sign shall read as follows: "Warning - Unlawful to Operate This Equipment Within Six Feet of High Voltage Lines."

- b. Equipment that may be operated within ten (10) feet of high voltage lines shall have an insulating cage guard protecting the boom or arm, except backhoes or dippers, and insulator links on lift hook connections.
- c. When necessary to work within six (6) feet of high voltage electric lines, notify the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. All such work done by the power company shall be at the expense of the Contractor. The Contractor shall maintain an accurate log of all such calls to the power company.
- d. The Contractor is required to make arrangements with the power company for the temporary relocation or raising of high voltage lines at the Contractor's sole expense.
- e. No person shall work within six (6) feet of high voltage lines without protection measures having been taken as outlined in Paragraph c.

46. PROTECTION OF EXISTING UTILITIES AND STRUCTURES: The location and dimensions shown on the plans relative to existing utilities and subsurface structures are based on the best records and/or field information available and are not guaranteed by the Town of Addison or the Engineer to be accurate as to location and depth. It shall be the Contractor's responsibility to verify locations of adjacent and conflicting utilities sufficiently in advance of his activities in order that he may negotiate such restrictive locations with the Town of Addison of the conflicting utility and/or make local adjustments to provide adequate clearances. The Contractor shall take all necessary precautions in order to protect all utilities and services encountered, whether or not they are indicated on the plans. All damage to utilities resulting from Contractor's operations shall be restored at his expense. The Town of Addison and the Engineer assume no responsibility for failure to show any or all of these utilities or structures on the plans, or to show them in their exact locations. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special work, provisions for which are not made in the plans, in which case, provisions in these specifications for extra work shall apply.

47. PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED: In case it is necessary to change or move the property of a public utility, such property shall not be moved or interfered with until authorized by the Town of Addison or the Engineer. The right is reserved for the Owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by performance of the Contract. The Contractor shall be responsible for coordination with the Town of Addison and the Engineer, and all utility companies whose utility lines or streets may be affected by the proposed improvements. The Contractor shall observe the following:

- a. Prior to any excavation, the Contractor shall determine the locations of all existing water, gas, sewer, electric, telephone, telegraph, television, pipelines and other underground utilities and structures.
- b. After commencing work, the Contractor shall use every precaution to avoid interference with existing underground and surface utilities and structures, and protect them from damage.
- c. Where the locations of existing underground and surface utilities and structures are indicated, these locations are generally approximate, and all items which may be encountered during the work are not necessarily indicated. The Contractor shall determine the exact locations of all items indicated, and the existence and locations of all items not indicated.
- d. The Contractor shall repair or pay for all damage caused by his operations to all existing utility lines, public property, and private property, whether it is below ground or above ground, and he shall settle in total the cost of all damage suites which may arise as a result of his operations.
- e. To avoid unnecessary interferences or delays, the Contractor shall coordinate all utility removals, replacements and construction with the appropriate utility company, and then request written authorization from the Town of Addison or the Engineer. The Town of Addison and the Engineer will not be liable for damages due to delay as a result of the above.

48. MAINTENANCE AND REPAIRS: The Contractor shall maintain and keep in good repair all work contemplated under these plans, specifications, and drawings which shall include the maintenance and repair of all existing streets, storm sewer crossings, utility crossings, temporary crossings for access to adjacent property, barricades, lights, and danger signals, and all work which is necessary for the well being of the general public. In the event the Contractor fails in his obligations to properly maintain the work, the Town of Addison shall make such repairs as are necessary and the cost of such repairs shall be deducted from payment due the Contractor.

49. PROTECTION OF WORK: During performance and up to date of final acceptance, the Contractor shall be under the absolute obligation to protect the finished work against damage, loss or injury. In the event of damage, loss or injury, the Contractor shall promptly replace or repair such work, whichever the Town of Addison shall determine to be preferable. The obligation to deliver finished work in strict accordance with the contract prior to final acceptance shall be absolute and shall not be affected by the Town of Addison's approval of or failure to prohibit means and methods of construction used by the Contractor. All risk of loss or damage to the work shall be borne solely by the Contractor until final acceptance of all work by the Town of Addison, as evidenced by the Town of Addison's issuance of a certificate of acceptance.

50. **PUBLIC CONVENIENCE AND SAFETY:** In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Materials stored about the work site shall be so placed, and the work shall at all times be so conducted, as to cause no greater obstruction to the traveling public than is considered necessary by the Town of Addison. The materials excavated shall be placed so as not to endanger the work or prevent free access to all fire hydrants, water valves, gas valves, manholes (telephone, telegraph or electrical conduits, and sanitary sewers) and fire alarm or police call boxes in the vicinity.

The Town of Addison reserves the right to remedy any neglect on the part of the Contractor as regards to the public convenience and safety which may come to the Town of Addison's attention, after 24 hours notice in writing to the Contractor, save in cases of emergency, when the Town of Addison shall have the right to remedy any neglect without notice; and, in either case, the cost of such work done by the Town of Addison shall be deducted from the monies due or to become due the Contractor. The Contractor shall notify the Town of Addison and the Engineer when any street is to be closed or obstructed. The Contractor shall provide for emergency vehicle access at all times.

Where the work passes over or through private property, the Town of Addison shall provide such right-of-way. The Contractor shall notify the proper representatives of any public utility, corporation, company or individual, not less than 48 hours in advance of work which might damage or interfere with the operation of their property along or adjacent to the work. The Contractor shall be responsible for all damage or injury to property of any character (except such as may be required by the provisions of the Contract Documents, or caused by agents or employees or the Town of Addison) by reason of any negligent act or omission on the part of the Contractor, his employees, agents or subcontractors, or at any time due to defective work or materials, or due to his failure to reasonably or properly prosecute the work, and said responsibility shall not be released by the fact that the work shall have been completed and accepted.

When and where any such damage or injury is done to public or private property on the part of the Contractor, he shall restore or have restored at his own cost and expense such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding or otherwise restoring as he may be directed, or he shall make good such damage or injury in a manner acceptable to the property Town of Addison and the Engineer. In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the Town of Addison may, upon 48 hour written notice under ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary, and the cost thereof shall be deducted from any monies due or to become due to the Contractor under this contract; or where sufficient contract funds are unavailable for this purpose, the Contractor or his surety shall reimburse the Town of Addison for all such costs.

51. **PROTECTION OF PERSONS AND PROPERTY:** The Contractor shall have the responsibility to provide and maintain all warning devices and take all precautionary measures required by law or otherwise necessary to protect persons and property while said persons or property are approaching, leaving or within the work site or any area adjacent to said work site. No separate compensation shall be paid to the Contractor for the installation or maintenance of any warning devices, barricades, lights, signs, or any other precautionary measures required by law or otherwise necessary for the protection of persons or property.

The Contractor shall assume all responsibilities to the general public in connection with the general public's immediate approach to and travel through the work site and the area adjacent to said work site.

Where the work is in or adjacent to any street, alley, sidewalk, public right-of-way or public place, the Contractor shall at his own cost and expense provide such flagmen and watchmen and furnish, erect and maintain such warning devices, barricades, lights, signs, and other precautionary measures for the protection of persons or property as may be prudent or necessary, or as required by law. The Contractor's responsibility for providing and maintaining flagmen, watchmen, warning devices, barricades, signs and lights and other precautionary measures shall not cease until the project shall have been completed and accepted by the Town of Addison, and shall cease when the Town of Addison notifies the Contractor in writing of final project acceptance.

If the Town of Addison discovers that the Contractor has failed to comply with applicable federal or state laws (by failing to furnish the necessary flagmen, warning devices, barricades, lights, signs or other precautionary measures for the protection of persons or property), the Town of Addison may order the Contractor to take such additional precautionary measures as required by law to protect persons and property.

In addition, the Contractor shall be held responsible for all damages to the work and other public or private property due to the failure of warning devices, barricades, signs, lights or other precautionary measures in protecting said property; and whenever evidence is found of such damage, the Town of Addison may order the damaged portion immediately removed and replaced by and at the cost and expense of the Contractor.

52. **TRAFFIC CONTROL:** It shall be the responsibility of the Contractor to provide traffic control during the construction as required by the State of Texas, the Town of Addison, and in accordance with the following additional requirements:

1. The Contractor shall be required to furnish barricades, flares, flagmen, etc., for the protection of the public, employees and the work.
2. The Contractor shall prosecute his work in such a manner as to create a minimum of interruption to traffic along adjacent roadways.
3. The unit price bid under the appropriate bid item of the proposal shall cover all cost for providing signage, markings, lighting, barricades, flagmen and other devices and personnel required for traffic control during construction of the project.

4. The Contractor shall not remove any regulatory sign, instructional sign, warning sign, street name sign or any other sign or signal which currently exists.

53. BARRICADES, WARNING SIGNS, DETOURS AND SEQUENCE OF WORK:

Throughout the construction operations, streets and intersections will remain open to traffic by constructing the work in stages. All streets, driveways, adjacent business and alleys shall remain open to traffic as far as is practicable.

A. General Construction: The Contractor shall plan his work sequence in a manner that will cause minimum interference with traffic during construction operations. Before beginning work on this project, the Contractor shall submit, for approval by the Town of Addison, a plan of construction operations outlining in detail a sequence of work to be followed; setting out the method of handling traffic on streets, roads and driveways along, across and adjacent to the work. If at any time during the construction, the Contractor's proposed plan of operation for handling traffic does not provide for safe comfortable movement, the Contractor shall immediately change his operations to correct the unsatisfactory conditions.

Ditches across the traffic lanes will be kept covered with a portable traffic-bearing surface at all times unless work in the ditch is in progress. Only one lane of traffic may be closed at a time when work is in progress in a ditch.

B. Safety: The Contractor shall provide, construct and maintain barricades and signs at locations set out in the plans and in the Special Provisions in accordance with the Texas Manual on "Uniform Traffic Control Devices for Streets and Highways". In addition, he shall provide and maintain such other barricades and signs as deemed necessary by the Town or the Engineer, and provide and maintain, between sunset and sunrise, a sufficient number of lights at barricades and points of danger for the protection of vehicular and pedestrian traffic.

Barricades shall be placed in such a manner as not to interfere with the sight distance of drivers entering the street from side streets.

The Contractor shall keep traveled surfaces used in his hauling operation clear and free of dirt or other material.

The Contractor shall provide and maintain qualified flagmen at such points and for such periods of time as may be required to provide for the safety and convenience of public travel and Contractor's personnel.

54. EXCAVATION SAFETY SYSTEMS

The work performed under this section of the specifications consists of providing trench safety systems consisting of shoring, sheeting, trench shield, and/or laid back slopes to meet the trench safety requirements of the Occupational Safety and Health Administration (O.S.H.A.), as required for this project and specified herein.

A. General: Trench safety systems shall be provided by the Contractor as provided in Subpart P - Excavation, Trenching and Shoring, Part 1926 of the Code of Federal

Regulations which describes safety and health regulations as administered by the U.S. Department of Labor Occupational Safety and Health Administration (O.S.H.A.). The standards specified by the O.S.H.A. Regulations shall be the minimum allowed on this project. It shall be the responsibility of the Contractor to design and install adequate trench safety systems for all trenches excavated on this project.

The Contractor shall furnish to the Town for review, prior to beginning construction activity, a Trench Safety Plan for the entire project. The trench safety plan must be prepared and sealed by a Professional Engineer registered in the State of Texas. In addition, all trench safety systems utilized in this project must be designed by a Professional Engineer registered in the State of Texas. The Contractor shall be totally responsible for the safety of all persons involved in the construction of this project.

B. Core Borings: Any core borings and soil data furnished by the Town are for the convenience of the Contractor. The Contractor shall be responsible for any additional soil or geotechnical information required. The Contractor shall be responsible for properly designed trench safety systems to be utilized for any type of subsurface condition found on this project. The furnishing of soil information by the Town of Addison in no way relieves the Contractor of this obligation. If no core borings or soil data are furnished by the Town, it shall be the Contractor's responsibility to obtain whatever geotechnical information required for preparation of trench safety systems.

C. Inspections: In addition to the inspections of the trench and trench safety systems required of the Contractor by the O.S.H.A. Regulations, the Town may further inspect the work. The Town shall have the right to reject any trench safety systems which he finds to be inadequate, and the Contractor shall immediately improve the system to comply with this specification.

D. Measurement and Payment: Measurement and payment of Trench Safety Systems shall be based on the actual linear footage of the pipe installed on the project. The payment shall be full compensation for all planning, engineering, materials, equipment, fabrications, installation, recovery and all incidental work required. All excavation and backfill in addition to that specified elsewhere in these specifications shall be considered subsidiary to this bid item.

55. TRENCH EXCAVATION, BACKFILL AND COMPACTION: Trench excavation, backfill and compaction of storm drain and utility trenches shall be in accordance with Town of Addison Standards and with details shown on the Construction Drawings.

a. Trench Excavation: If the stated maximum trench widths are exceeded, either through accident or otherwise, and if the Engineer determines that the design loadings of the pipe will be exceeded, the Contractor will be required to support the pipe with an improved trench bottom. The expense of such remedial measures shall be entirely the Contractor's own. All trenching operations shall be confined to the width of permanent rights-of-way, permanent easements and any temporary construction easements. All excavation shall be in strict compliance with the Trench Safety Systems Special Condition of this document.

- b. Trench Backfill: Trenches shall be backfilled above the top of the embedment material with approved backfill material per Town of Addison Standards for the appropriate pipe size, pipe material, depth and soil condition.
 - c. Compaction: All trenches under proposed or existing pavement shall be compacted to within a range of 95% to 100% Standard Proctor Density. Trenches which lie outside limits of pavement shall be compacted to a minimum of 90% Standard Proctor Density (ASTM D-698).
56. **TRENCH WALLS:** The Contractor shall use shoring or a drag box in those areas where it is required to protect existing improvements. This shall be subsidiary to the linear foot cost of the pipe and not a separate pay item.
57. **PROPERTY LINES AND MONUMENTS:** The Contractor shall protect all property corner markers, and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at expense of the Contractor.
58. **CONSTRUCTION STAKING:** Construction staking will not be provided by the Town of Addison or Engineer. This item will be performed by the Contractor and shall be subsidiary to other bid items. The Contractor will also be responsible for maintaining stakes. If re-staking is required for any reason, it will be the Contractor's responsibility, including associated costs.

All construction staking shall be done under the supervision of a Registered Professional Land Surveyor registered in the State of Texas. The Contractor shall submit copies of cut sheets and field books for the construction of all paving, water, wastewater, and stormwater improvements to the Town of Addison for review prior to construction of the improvements. The information on the cut sheets and field books shall include but not be limited to the following:

- a. Heading to include date, contract number, project name, surveying firm, contractor, and construction plan sheet number.
- b. Location, description of street/line and street/line name, number, letter, etc. designation.
- c. Benchmark Data: Location, description, and elevation.
- d. Slope or percent of grade of each curb line or utility line.
- e. Stations at 50 foot intervals and including all PC, PT, PI, PVC, PVI, PVT, PRC, grade changes, etc.
- f. Offset description including distance to center line or back of curb and direction of offset; left, right, east, west, etc,

- g. Cut to subgrade, pavement, top of curb, or flowline of the street or utility being staked.
 - h. Clarifying remarks such as top of curb, gutter, pavement, subgrade, manhole, cleanout, valve, tee, cross, fire hydrant, wastewater lateral, water service, etc.
 - i. Cut sheets shall be signed by a Texas Registered Professional Land Surveyor.
59. **VENDOR'S CERTIFICATION:** All materials used in construction shall have a vendor's certified test report. Test reports shall be delivered to the Engineer before permission will be granted for use of the material. All vendors' test reports shall be subject to review by the Engineer, and shall be subject to verification by testing of samples of materials as received for use on the project. In the event additional tests are required, they shall be performed by an approved independent testing laboratory and shall be paid for by the Contractor.
60. **WATER PIPE:** All water mains twelve-inch (12") diameter and smaller shall be ANSI / AWWA C-900 PVC pressure pipe with cast iron o.d. except when a) water pipe penetrates meter vault walls and b) specific water pipe crossings as referenced on water profile sheets, in which cases the water pipe shall be Class 51 Ductile Iron, polyethylene wrapped. Pipe joints shall be rubber ring and integral thickened bell, assembled with a factory supplied lubricant. Water mains shall have a minimum class rating of 150-psi for domestic use and a minimum class rating of 200-psi for fire line applications. Joint material for PVC shall conform to ASTM F471.
61. **WASTEWATER PIPE:** All wastewater main piping shall meet the extra strength requirements of ASTM specification D3034 (SDR-35). Pipe shall have the bell and spigot type joints, consisting of integral wall section with factory installed compression rubber ring gasket, securely locked in bell groove to provide positive seal under all installation conditions. Pipe shall be laid with the bell end on the upstream side.
62. **STORM DRAINAGE PIPE:** All pipe for storm drainage improvements shall be reinforced concrete pipe (RCP), Class III, unless otherwise noted on the plans.
63. **POLYETHYLENE WRAPPING:** All valves, ductile iron pipe, cast iron fittings, and specials, shall be polyethylene wrapped. Payment for the polyethylene wrapping for these components shall be subsidiary to the various items bid for the furnishing and installing pipe complete in place. Polyethylene wrap shall precede blocking.
64. **PIPE CLEANING:** Joints shall be wiped and then inspected for proper installation by the inspectors. Each joint shall be swept daily and kept clean during installation. A temporary night plug shall be installed on all exposed pipe ends during any period of work stoppage.
65. **PLUGS:** Pipe plugs for water lines are included in the Bid Item for Water Fittings. Wastewater line plugs shall be considered incidental and shall not be a separate pay item. Plugs for storm drain lines do have separate pay items established for each size provided and shall be paid for accordingly.

66. **CEMENT STABILIZED BACKFILL:** Two (2) sack cement stabilized backfill shall be provided in wastewater pipe trenches at locations of crossings with water lines where shown on the plans and in conformance with Texas Dept. of Health Rules & Regulations for Public Water Systems. Payment for such work including all labor, tools, equipment and material necessary to complete the work shall be included in the linear foot price bid for Cement Stabilized Backfill.
67. **NON-METALLIC WATER PIPE DETECTION:** Detectable underground utility warning tapes, which can be located from the surface by a pipe detector, shall be installed directly above non-metallic pipe. The detectable tape shall be “Detect Tape” as manufactured by Allen Systems, Inc. or an approved equal, and shall consist of a minimum thickness of 0.35-mil. solid aluminum foil encased in a protective inert plastic jacket that is impervious to all known alkalis, acids, chemical reagents and solvents found in the soil. The minimum overall thickness of the tape shall be 5.5-mils. And the width shall not be less than two-inch with a medium unit weight of 2 ½ pounds per inch x 1,000 feet. The tape shall be color coded and imprinted with the messages as follow:

<u>Type of Utility</u>	<u>Color Coded</u>	<u>Legend</u>
Water	Safety Precaution Blue	CAUTION BURIED WATER LINE BELOW
Sanitary	Safety Green	CAUTION BURIED SEWER LINE BELOW

Installation of detectable tapes shall be per manufacturer’s recommendations, and shall be as close to the grade as is practical for optimum protection and detectability. Allow a minimum of 18 inches between the tape and the water line.

Payment for detectable tapes shall be included in the linear foot price bid for applicable pipe(s).

68. **PIPE EMBEDMENT:** All storm drain and utility construction shall be installed with embedment per the details shown on the plans for the appropriate pipe size, pipe material, depth and soil condition unless otherwise directed by the Town of Addison or the Engineer.
69. **REMOVALS, ADJUSTMENTS AND REPLACEMENTS:** Existing pavements, driveways, curbs, gutters, sidewalks, etc., to be removed to facilitate the construction of the improvements shall be broken up and disposed of. Care shall be exercised to leave a neat, uniform edge or joint at the excavation limits or sections removed where only portions are to be removed. The Engineer will designate the limits to be removed. Where pavements, driveways, curbs, gutters, sidewalks, etc., shall be replaced, then said replacements shall be to the standard of the previously removed portion or better. Re-sawing of damaged edges will be at the Contractor’s expense.

Existing structures such as manholes, inlets, cleanouts, valve boxes, etc. which are not the property of a private firm or company, or an individual required to move their own property,

shall be adjusted, altered or reset to the required elevation and alignment. New materials and workmanship necessary shall conform to the requirements of these Specifications covering the particular Work. Salvaged materials in good condition may be used in rebuilding such structures, provided the materials are thoroughly cleaned before their use. These items shall be subsidiary to other bid items unless quantified in the proposal as a separate bid item.

All private obstructions which are indicated on the Plans to be moved, will be removed and replaced, or moved to new permanent locations by the Contractor, without additional payment to the Contractor. Any such additional item which the Contractor moves or causes to be moved for his own convenience shall be at his own expense.

70. **SHORT TERM ASPHALTIC PAVEMENT REPAIR:** The unit price bid under the appropriate bid item of the proposal shall cover all cost for providing pavement repair per the short term pavement repair detail provided in the plans.
71. **WATER FOR CONSTRUCTION:** The Contractor shall acquire a meter and make the necessary arrangements with the Town of Addison for securing and transporting all water required for construction, including water required for mixing of concrete, sprinkling, testing or flushing. There will be no separate pay item for connection into the existing water system and quantity of water required for construction purposes. The Town of Addison will furnish water for initial cleaning and sterilization of water lines. All additional water used by the Contractor for compaction or any other purpose incidental to this project may be obtained from existing hydrants along adjacent roadways. Note that the Contractor will be responsible for supplying chlorine gas or chlorinated lime (HTH) for water line sterilization.
72. **EXISTING STOCKPILES OF MATERIAL ON SITE:** An existing stockpile of material has been placed on the adjacent property and is available for use on this project if necessary to complete the project to the alignment, grades and cross sections indicated on the plans. This area of stockpiled material is not reflected in the topographic contours shown. The content and quality of this material within this stockpile is also unknown at this time. While the dirt in this stockpile should be good for fill material, the pile may contain large rock and other construction debris or trash that is unsuitable for fill material. This Contractor shall separate and stockpile the unsuitable material at locations on-site as directed by the Engineer. If directed by the Town of Addison and/or the Engineer to remove and dispose of these materials at an authorized disposal site, the Contractor will be reimbursed as an extra to his contract based on actual invoiced costs.
73. **BORROW SOURCE:** If additional sources of earthen material are required for construction of embankment areas to complete the project to the alignment, grades and cross sections indicated on the plans, Contractor will be required to locate, obtain, excavate, deliver and place suitable fill material from an off-site source. Borrow materials should be compatible with existing on-site materials and shall be tested by the Geotechnical Engineer (employed and paid for by the Town of Addison) for acceptance as an approved source of borrow prior to borrow operations. Item 3.6 - Borrow of the Standard Specifications for Public Works Construction, North Central Texas Council of Governments shall apply for all work performed. If borrow material is required, Contractor will be reimbursed by the Town

for the work performed and the material furnished at a negotiated price between the Town and Contractor prior to commencing this work, and included as a change order to the contract.

74. **EXCESS MATERIAL:** Suitable excess material (if any) may be disposed of on this site at locations directed by the Engineer. Topsoil shall be stripped and stockpiled from locations where excess material is to be placed. The Contractor shall scarify the spoil area to a depth of 6 inches and shall place the spoil material in 6-inch lifts, compacted to ninety-five percent (95%) of the maximum density as determined by ASTM D-698 Standard Proctor Test Method at or slightly above optimum moisture content. Rock shall be broken or crushed so that the maximum dimension is 12". No rock larger than 4" will be allowed in the upper 12" of fill. After completion of filling, replace topsoil and smooth grade. Tree stumps and limbs, concrete debris, discarded materials and all unsuitable excess spoil material, including rock measuring larger than 12" in the largest dimension, shall become the property of the contractor and shall be removed from the site and disposed of by the Contractor at his expense. The Contractor shall also comply with all applicable laws governing spillage of debris while transporting to a disposal site, and shall indemnify and save harmless the Town of Addison and the Engineer from all suits, actions, or claims of any character resulting from his arrangements for the disposal of spoil.
75. **DURING CONSTRUCTION:** During construction of the work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove same from any portion of the site if, in the opinion of the Town of Addison or the Engineer, such material, debris or rubbish constitutes a nuisance or is objectionable. In case of failure on the part of the Contractor to maintain a clean site, the Town of Addison may, upon 24 hour written notice, clean the site, and the cost thereof shall be deducted from any monies due or to become due to the Contractor under his contract; or where sufficient contract funds are unavailable for this purpose, the Contractor or his surety shall reimburse the Town of Addison for all such costs.
76. **CONSTRUCTION TRAFFIC OVER PIPE LINES:** The design of the new pipes and the design of the existing pipe have been taken into account and provided for highway live loads. It is apparent, however, that certain construction vehicles could exceed this highway load condition under shallow bury conditions. It will be the responsibility of the Contractor to protect both the new line and the existing lines from these possibly excessive loads. The Contractor shall not at any time cross the existing or new pipe with a truck delivering new pipe to the site. Any damage to the existing or new pipe will be repaired or replaced by the Contractor to the satisfaction of the Town of Addison.

In locations where it is not permissible to cross the existing or proposed pipes without additional protection, the Contractor may elect to provide additional protection of the pipes so that more frequent crossings of the pipes are allowed. It still is, however, the responsibility of the Contractor to repair any damage to the existing or proposed lines if the damage results from any phase of his construction operation.

77. **CONTRACTOR'S CONTINUING OBLIGATION:** Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Town of Addison, nor the issuance of a certificate of Substantial Completion, nor any payment by Town of Addison to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Town of Addison, nor any act of acceptance by Town of Addison nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the Town of Addison pursuant to final payment nor any correction of defective Work by Town of Addison will constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.
78. **WAIVER OF CLAIMS:** The making and acceptance of final payment will constitute:
- a. A waiver of all claims by Town of Addison against Contractor, except claims arising from unsettled Liens, from defective Work appearing after final inspection or failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by Town of Addison of any rights in respect of Contractor's continuing obligations under the Contract Documents.
 - b. A waiver of all claims by Contractor against Town of Addison other than those previously made in writing and still unsettled.
79. **IRRIGATION AND SPRINKLER REPAIR:** The contractor shall maintain all existing irrigation systems within the limits of the project during the duration of the contract. The contractor shall employ a licensed irrigator who is responsible for the repair or replacement of any damage to irrigation lines, valves, controllers, sprinklers, wiring and appurtenances which are damaged during construction. This repair is subsidiary to the various other items bid. The contractor will be responsible for any vegetation that dies as a result of damage to the irrigation system and replace it with equal vegetation at his own cost.
80. **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:** All work which has been rejected or condemned shall be repaired; or if it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor's expense. Defective materials shall be immediately removed from the work site. Work done without line and grade having been provided; work done beyond the line or not in conformity with the grades shown on the Drawings or as provided, work done without proper inspection; or any extra or unclassified work done without written authority and prior agreement in writing as to prices, shall be at the Contractor's risk and will be considered unauthorized, and at the option of the Town of Addison may not be measured and paid for and may be ordered removed at the Contractor's expense. Upon failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials immediately after receiving notice from the Town of Addison, the Town will, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any monies due or to become due the Contractor.

81. **DISPOSITION AND DISPOSAL OF MATERIALS:** All materials to be removed from the site including refuse and other debris shall become the property of the Contractor and shall be disposed of outside the limits of the project. Contractor shall also comply with all applicable laws governing the spillage of debris while transporting to a disposal site.
82. **CLEAN-UP FOR FINAL ACCEPTANCE:** The Contractor shall make a final cleanup of all parts of the work before acceptance by the Town of Addison. This cleanup shall include removal of all objectionable rock and other construction materials, and in general preparing the site of the work in an orderly manner and appearance.
83. **TV INSPECTION OF WASTEWATER AND STORM DRAIN SYSTEMS:** Part of the final inspection of the wastewater and storm drain systems on this project shall include a closed circuit TV survey of the completed pipe installation, exclusive of services, and all imperfections in the installed facility revealed by the TV survey of the imperfections in the installed facilities revealed by the TV survey shall be remedied by the Contractor prior to acceptance of the project as complete. All TV survey work, including furnishing of necessary personnel, equipment and material shall be performed by the Contractor.
84. **STREET LIGHTS:** The following, or approved equal, are to be used on this project:
- Street Light Type 1:
 Bega Fixture 9701 MH – V240 – BEGA OLD SILVER
 Pole 1108HR – BEGA OLD SILVER
 Lamp MP 100/U/MED
85. **RECYCLING OF ASPHALT AND CONCRETE:** The existing asphalt pavement on Westgate Lane shall be recycled and reinstalled as base material beneath the new concrete road section. The existing pavement can be removed by cold planning where the material is pulverized, sized and mixed with an additive (asphalt emulsion or a recycling agent) to rejuvenate the existing asphalt. Ripping and crushing the asphalt, then combining the recycled asphalt with hot new aggregate and asphalt or a recycling agent at a central plant is also acceptable. If the amount of recycled asphalt material is insufficient to complete the required base course material required on this project, the Contract shall provide new hot mix asphaltic concrete material to complete the project. Recycling of the existing Marsh Lane concrete street pavement, curb and gutter, and sidewalks is also required. The crushed concrete shall be processed to meet TxDOT Item 247 Type A Grade 2. The recycled concrete meeting this requirement will be allowed in lieu of the crushed limestone flex base. If the amount of recycled concrete material is insufficient to complete the required flex base material required on this project, the Contractor shall provide new crushed limestone flex base material to complete the project. Proof of recycling of all asphalt and concrete from this project will be required from the Contractor.
86. **PHASING OF CONSTRUCTION:** Construction of Vitruvian Park Building 201 will be on-going by others and in conjunction with this Block 200 Public Infrastructure phase of construction. The construction requirements of these projects will entail coordination and

proper staging in order to complete both phases of work. It is of the utmost importance that the contractors for each of these projects work together to that end. Public Infrastructure improvements shall be constructed in the following sequence with the intention of keeping Westgate Lane open for construction operations related to Building 201.

Phase 1: Construction of Electric Duct Bank System

Phase 2: Construction of utility work along Vitruvian Way including Sanitary Sewer, Storm Drain and Electric improvements.

Phase 3: Construction of improvements along Marsh Lane and the West Private Drive including Sanitary Sewer, Storm Drain and Electric improvements.

Phase 4: Construction of utility improvements along proposed Westgate Lane.

Phase 5: Paving improvements for Vitruvian Way, West Private Drive and Westgate Lane.

87. **TOPSOIL SPREADING:** Upon completion of street paving and backfilling of curbs, the Contractor shall provide and spread a 6" layer of topsoil on all unpaved areas of the street right-of-way including medians and parkway areas. Topsoiled areas shall be fine graded to provide a smooth surface, free from lumps and clods, and graded to provide proper drainage.
88. **GRASSING:** Grassing within street rights-of-way and easements will be provided under separate contract by others. This Contractor will be responsible for grassing of all other areas disturbed by this Contractors' operations including job staging area, batch plant site, haul roads, etc. Cost of grassing for these areas shall be considered subsidiary to the cost of the project.
89. **SILICONE JOINT SEALANT:** Silicone joint sealant must be used in all instances where joint sealing applies to Portland cement concrete pavement and curbs. Payment for the use of silicone joint sealant throughout this project will in all cases be subsidiary to this contract at no extra payment.
90. **CLAIMS FOR DAMAGES OR INJURY:** Item 1.24.3 - SMALL CLAIMS FOR DAMAGE OR INJURY is amended to read as follows:

If any person files a claim against the Town of Addison, the UDR Parties or Contractor for personal injury or property damage resulting from, arising out of, or caused by, the operations of the Contractor, or any work within the limits of the project, the Contractor must either submit to the Town of Addison, a duly executed full release within thirty (30) days from the date of written claim, or immediately report the claim to his liability insurance carrier for their action in adjusting the claim. If the Contractor fails to comply with this provision within the stipulated time limit, it will be automatically deemed that the Contractor has appointed the Town as it's irrevocably Attorney-In-Fact authorizing the Town to report the claim directly with the liability insurance carrier. This provision is in and of itself a Power-of-Attorney from the Contractor to the Town which authorizes the Town to take said action on behalf of the Contractor without the necessity of the execution of any other document. If the Contractor fails to comply with the provisions of this item the Town, at its own discretion, may terminate this contract or take any other actions it deems appropriate. Any payment or portion thereof due the Contractor, whether it is a final payment, progress payment, payment out of retainage or refund payment may be withheld by the Town as is

authorized by Item 1.52. Bankruptcy, insolvency or denial of liability by the insurance carrier shall not exonerate the Contractor from liability.

As a result of the additional work created to Town of Addison due to un-responded claims for damages by Contractor to third parties, Contractor shall incur penalties for failure to abide by this Special Provision.

In accordance with the obligations set forth in Special Provision Item 1.24.3, Contractor shall respond to the claimant in writing regarding the status of the claim, including whether Contractor disputes the claim, wishes to settle, or will notify its liability insurance carrier regarding the claim. Contractor will be assessed a penalty by the Town of \$75.00 per claim, for its failure to respond to the claimant as described above within thirty days of its written notice of claim by the Town.

To ensure Contractor compliance, the Town of Addison shall be notified, by copied correspondence of responses or settlement by Contractor.

91. **MECHANICS AND MATERIALMEN'S LIEN:** The Contractor shall be required to execute a release of mechanics and materialmen's liens upon receipt of payment.
92. **CONTRACTOR'S AFFIDAVIT OF BILLS PAID:** The Contractor shall be required to execute the form provided in Section BP prior to the acceptance of the project.
93. **PROJECT RECORD DOCUMENTS:** The Contractor shall maintain record drawings and legibly annotate shop drawings to record changes made after review. A red felt-tip marking pen shall be used for all recording.

Maintenance of Documents. The Contractor shall maintain at the job site one record copy of the Contract Drawings, Specifications, Shop Drawings, Change Orders, other modification to the Contract, field test records and other documents submitted by Contractor in compliance with specification requirements. These documents shall be maintained at the job site apart from documents used for construction. These documents are not to be used for construction purposes. The documents shall be maintained in clean, legible condition. The documents shall be made available at all times for inspection by the Town.

Recording. Each document shall be labeled Project Record Copy in 2-inch high printed letters. The record documents shall be kept current. No work shall be covered until required information has been recorded.

Contract Drawings. The appropriate drawing shall be legibly marked to record, where applicable:

- a. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
- b. Field changes of dimension and detail made during construction process.

- c. Changes made by Change Order or Supplemental Agreement.
- d. Details not on original Contract Drawings.
- e. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
- f. Changes made by Change Order or Supplemental Agreement.
- g. Other matters not originally specified.

Shop Drawing. The Contractor shall maintain the Shop Drawings as record drawings and legibly annotate shop drawings to record changes made after review.

Submittal. At the completion of the project, the Contractor shall deliver record drawings to the Town. The transmittal letter shall be accompanied, in duplicate, with:

- a. Date, project title and number.
- b. Contractor's name and address.
- c. Title and number of each record document.
- d. Certification that each document as submitted is complete and accurate.
- e. Signature of Contractor or his authorized representative.

94. TOWN OF ADDISON APPROVAL: This project is subject to final approval and acceptance by the Town of Addison. Final approval acceptance will not be given until the punch list items are completed to the Town's satisfaction and as-built drawings are given to the Town of Addison.

95. ASSIGNMENT: Contractor shall not assign, delegate or transfer the Contract Documents or any of its rights or obligations thereunder or any interest therein without the prior written consent of the Town of Addison. The Town of Addison may freely assign, delegate or transfer the Contract Documents, in whole or in part, or any of its rights or obligations thereunder or any interest therein.

SECTION PS
PROJECT SIGN

PROJECT SIGN

1. Quantity

Two (2) Project Designation signs will be constructed and installed on the project site as directed by the Owner. It will be the responsibility of the Contractor to maintain the sign in a presentable condition at all times during construction. Maintenance will include painting and repairs as directed by the City Engineer or his appointee. The locations of the signs will be given to the Contractor by the Town of Addison at the Pre-Construction Meeting.

2. Material

Sign shall be constructed of 3/4-inch thick smooth finish fir plywood (Grade A-C, exterior or better).

Sign will be securely mounted to 6" x 6" square posts. Nuts and bolts will not protrude from face of sign. Posts will be mounted to a support system that will provide adequate stabilization to ensure the sign will not fall over in heavy winds. Sand bags or other techniques may be necessary to protect sign.

3. Dimensions

Size of sign will be four feet tall and six feet wide. The height and arrangement of the lettering shall be in accordance with the attached detail.

4. Paint

Sign will be one-sided and will have a white background. Text will be black, except for the word "ADDISON!" which will be a blue color approved by the City Engineer. The paint will be an outdoor paint and will be maintained throughout the project in proper order. The quality of the paint, painting, and lettering on the signs shall be approved by the City Engineer or his appointee.

5. Payment

Project Signs will be a separate pay item. This will include all labor, equipment, tools, and incidentals necessary to complete and install the work.

The Town of



**PLEASE PARDON THE TEMPORARY
INCONVENIENCE DURING THIS PROJECT**

WATER, SANITARY SEWER & PAVING IMPROVEMENTS

**VITRUVIAN PARK
PUBLIC INFRASTRUCTURE – BLOCK 500 A**

CONTRACTOR: _____

ESTIMATED COMPLETION DATE: October 2018

**AN ADDISON PROJECT
FOR MORE INFORMATION, PLEASE CALL 972-450-2871**

SECTION TS

TECHNICAL SPECIFICATIONS

TS-1 Town of Addison Water System Requirements



TOWN OF ADDISON

WATER SYSTEM REQUIREMENTS

Revision I

3/6/2017

THIS DOCUMENT PROVIDES GUIDANCE TO Developers, Engineers, and Contractors desiring to install additions to the Town of Addison Water Infrastructure.



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TOWN OF ADDISON

WATER SYSTEM REQUIREMENTS

I. GENERAL

- A. Design criteria for the Town of Addison (TOA) water system shall comply with the Texas Commission on Environmental Quality (TCEQ) Chapter 290 Rules and Regulations for Public Water Systems, (most current revision).
- B. Approved permits from agencies other than the Town shall be submitted to the Town.
- C. All plans shall be prepared by a Professional Civil Engineer licensed in the State of Texas.
- D. The engineer shall include in the design plans a summary of pipe sizes, pipe materials, joint materials, fittings, and quantities of each.
- E. Profile elevations shall be provided for mains eight inch (8") in diameter and larger. All water lines shown on the plans shall be labeled and dimensioned (Stationed).
- F. Line sizes shall comply with the Addison Water Master Plan, (most current revision). The developer/Engineer is responsible for reviewing the current Addison Water Master Plan, and will be required to incorporate the recommendations of that plan into their development.
- G. Water mains shall be sized and extended through the limits of a development to serve adjacent vacant properties. In phased construction of thoroughfares, the water main shall be extended the entire length of the thoroughfare being constructed.
- H. Valves shall be placed in such a manner as to require preferably two (2), but not more than three (3) valves to shut down each segment; and as may be required to prevent shutting off more than one fire hydrant/fire service in any one section; or no more than fifteen (15) residences in a single family residential district.
- I. Valves shall be placed at or near the ends of mains (min. eight-inch (8") dead-ended for future extension, in such a manner that a shut-down can be made for future extension of the main, without causing a loss of service on the existing main. A minimum of twenty feet (20') of main shall be installed after the valve.
- J. Any main (min. eight-inch (8") dead-ended for future extension will require a fire hydrant assembly or flush valve (see III.C.).
- K. Where four inch (4") or larger fire services are connected to Town water mains, valves shall be installed on each side of the Tee connection, and on the service, or as at the direction of the IDSD.
- L. Fire hydrants shall be placed at a maximum spacing of three hundred feet (300') along all streets and fire lanes.
- M. Fire hydrants shall be placed on the projection of the property line when possible.
- N. No hydrant shall be placed within nine feet (9') vertically or horizontally of any wastewater (Sanitary Sewer) main, manhole, lateral, or service line, regardless of construction or pipe type.

II. WATER MAIN LOCATION

- A. Water mains in public street right-of-way (ROW) shall be five feet (5') from the face of curb, on the opposite side of the wastewater main, or as otherwise directed by the Infrastructure and Development Services Department (IDSD). Mains not in ROW shall be centered in an easement, sized proportionately to the size of the water main. Lines less than 8" diameter shall be in a minimum ten foot (10') easement. Lines \geq 8" diameter shall be in a minimum fifteen foot (15') easement.
- B. In residential developments, water mains shall not cross residential lots unless specifically approved by IDSD, and if so, the easement shall be located within a single lot along the shared property line.
- C. Fire hydrants, and large meters (> 2") placed in vaults, located outside of public ROW, shall be centered in a minimum ten foot by ten foot (10' x 10') water easement.
- D. Meters \leq 2", and their meter boxes shall be set in a minimum five foot by five foot (5' x 5') water easement, if not in the ROW.

- E. Water mains shall be a minimum of five feet (5') outside the drip-line of any tree unless approved otherwise by the IDSD.
- F. Water mains installed under creeks or ditches shall be protected by concrete encasement a minimum of ten feet (10') past the toe of the embankment on each side, or as otherwise directed by IDSD.
- G. Water mains that cross under existing street pavement shall be installed in steel encasement pipe (See SD-W03).
- H. Water mains crossing under storm drains shall have a minimum of eighteen inches (18") clearance below the storm drain pipe. One full length of water pipe shall be centered under the centerline of the storm drain pipe.
- I. Water mains crossing or parallel to any wastewater main, lateral, or structure shall be installed as governed by TCEQ Rules and Regulations for Public Water Systems 30 TAC Chapter 290 Subchapter D, 290.44. (e) requirements.
- J. Water mains crossing under a new non-pressure rated wastewater main or lateral shall be encased in a high-density steel pipe, twenty feet (20') minimum, centered under crossing. (See TOA Standard Construction Detail SD-W03). There shall be a minimum of six inches (6") clearance, or as otherwise governed by TCEQ Chapter 290.44. (e) requirements.

III. WATER MAIN SIZING

- A. All water mains shall be a minimum of eight inches (8") inside diameter, or as otherwise shown on the Addison Water Master Plan.
- B. Fire hydrant leads shall be six-inch (6") minimum, and shall not exceed twenty-five feet (25') in length, unless otherwise approved by the IDSD.
- C. Dead-end mains longer than one hundred feet (100') are not permitted unless approved by the IDSD. Approved dead-end mains shall have a fire hydrant, Tee, valves, and plug installed at the end of the main for use by the Town. An automatic flush valve may be required at the discretion of the IDSD.

IV. WATER SYSTEM MATERIALS

All materials proposed for inclusion in the Town water system shall be submitted for approval prior to purchase, to verify compliance to the following guidelines:

- A. MAINS
 - 1. All water mains twelve inches (12") in diameter or smaller shall be AWWA C-900 PVC pressure pipe (blue), with cast iron outside diameter (C.I.O.D.) or approved equal. Pipes that penetrate concrete vault walls shall be ductile iron. Pipe joints shall be thickened bell with integral rubber ring gasket, assembled with factory supplied lubricant. Joint material shall conform to ASTM F477 and ASTM D3139. Water mains shall have a minimum pressure class rating of 235 psi (DR-18). Pipe for fire service or fire hydrant leads shall have a pressure class rating of 305 psi (DR-14).
 - 2. Water mains larger than 12" shall be pre-approved by the IDSD.
 - 3. All water main fittings shall be full-bodied, domestic (USA) ductile iron, mechanical joint type, rated at 250 psi. All mechanical joints shall employ restraining glands (EBAA Mega-Lug or approved equal). All fittings shall be wrapped with 8mil poly prior to embedment and backfill. Compact fittings are not permitted unless pre-approved by the IDSD.
 - 4. All mains supplying fire sprinkler systems outside of utility easements shall be U.L. listed, and have a minimum pressure rating of 305 psi.

5. All valves, hydrants, Tees, and bends shall have concrete thrust blocks installed. Fittings shall be poly-wrapped (8 mil) prior to pouring the thrust block. Thrust blocks shall be a minimum Class "B" (3000 psi) concrete, and be able to withstand 200 psi test pressure. Concrete shall be poured against undisturbed earth, and formed as needed to prevent covering flanges, glands, or bolts. Reference current NCT-COG thrust block specifications as minimum standard.
6. Where tapping sleeves are approved, they shall be at least one nominal size less than the tapped main, full-bodied stainless steel type. Approved manufacturers are Mueller, Ford, and Smith-Blair.

B. VALVES

Valves sixteen-inch (16") and under shall be Resilient Seat Gate Valves (RSGV). All gate valves shall be of the resilient wedge type conforming to AWWA C509, Standard for Resilient Seated Gate Valves, in its most current revision. Valves larger than sixteen-inch (16") shall be approved butterfly valves (See A.2 above). Larger valves shall be submitted for pre-approval by the IDSD. In addition, all valves sixteen-inch (16") and under shall include the following design criteria:

1. In order to maintain a manageable parts inventory and working knowledge of valves, the following resilient seated valves are approved: Mueller A2360-61, AFC 2500 and AVK Series 25.
2. Wedge shall be cast or ductile iron, fully encapsulated in synthetic rubber.
3. Wedge rubber shall be molded in place and permanently bonded to the iron without screws, rivets or similar fasteners.
4. Wedge shall seat against seating surfaces arranged symmetrically about the centerline of the operating stem, so that seating is equally effective regardless of the direction of pressure imbalance across the wedge.
5. Valves for underground installations shall be non-rising stem type, opening counter-clockwise by means of a two-inch (2") square operating nut. Valves for installation in a vault shall be of the rising stem type opening counter-clockwise by means of a hand wheel. The word "OPEN" and an arrow indicating direction to open shall be cast in the metal of the nut or hand wheel.
6. Stem shall be sealed by at least two O-rings. All stem seals shall be replaceable with the valve fully open and while subject to full rated pressure.
7. All bonnet and stuffing box nuts and bolts shall be stainless steel. When placed in vaults, flange bolts and nuts shall be Grade 316 Stainless steel, treated with anti-seize compound.
8. The waterway shall be smooth and shall have no depressions or cavities in the seat area where foreign material can lodge and prevent closure. The waterway shall be large enough to accept full size tapping cutter without damaging the interior of the valve.
9. The valve body and bonnet shall be epoxy coated, inside and out, with fusion-bonded epoxy. There shall be no chips, cracks, or deep scratches that would defeat the purpose of the coating. Coating shall conform to AWWA C550-90 (most current revision), Standard for Protective Interior Coatings for Valves and Hydrants.
10. Buried valves shall be provided with valve boxes consisting of a cast iron base (B&H#2436-B, or #1824-B, or EJIW 8453), a top with cover (B&H#340-1), and a length of six inch (6") PVC DR-14 pipe between the bottom and top sections (See SD-W10).

C. FIRE HYDRANTS

All fire hydrants installed for use in the Town of Addison shall meet or exceed AWWA Standard C502-85 (most current revision). Fire hydrants shall have a 5¼" minimum valve opening. Rated working pressure shall be at least 150 psi; test pressure shall be 300 psi and the hydrant shall be capable of flowing 1000 gpm (Class A). All hydrants shall be manufactured in the United States. Hydrant shall be warranted by the manufacturer for a minimum of 5 years. In addition, all hydrants shall include the following design criteria:

1. In order to maintain a manageable parts inventory and working knowledge of fire hydrants, the following hydrant is approved: Mueller Super Centurion.
2. All fire hydrants shall be dry barrel type, of the three-way style consisting of two (2) opposing 2- ½" hose nozzles separated by one (1) four-inch (4") pumper nozzle.
3. A clearly visible arrow and the word "OPEN" shall be cast in relief on the top of the fire hydrant. The fire hydrant shall be opened by turning the operating nut in a counter-clockwise direction.
4. The operating nut shall be all bronze, one piece, pentagon measuring 1¼" from point to flat and at least 1¼" in height.
5. The manufacturer's name, size of main valve and year of manufacture shall be cast in relief on the upper barrel section and clearly visible to aid in the identification of repair parts.
6. Lower barrel shall have ground line markings cast in relief and clearly visible approximately two-inches (2") below the flange to aid in proper installation.
7. The fire hydrant shall be a "traffic model" with the upper and lower barrels joined at approximately two-inches (2") above ground line by a separate and breakable swivel flange providing for 360 degree rotation of upper barrel for proper nozzle facing. The "traffic model" safety flange shall employ unweakened stainless steel hex head bolts (AWWA C502, Sec. 3.2.17) and fasteners of sufficient strength to bear all test and operating pressures. The stem shall be two-piece, not less than 1¼" in diameter (excluding threading or machined areas) and shall be connected by a breakable stem coupling. The weakened portion of the coupling shall be below the coupling pins to eliminate failure due to excessive torque. All screws, pins, bolts or fasteners used in conjunction with the coupling shall be stainless steel. The coupling shall be made of stainless steel to eliminate failure due to electrolysis and corrosion. The coupling joint shall be located below the top of the lower barrel to prevent vehicle wheel or other forces being applied to stem, which would open the valve mechanism.
8. Shoe and barrel castings shall be fabricated of ASTM A-126, Class B gray iron or ductile iron ASTM A-536, but no combination thereof, assuring uniform strength of all cast components.
9. Hose nozzles shall be 2½", and the pumper nozzle shall be four-inch (4") pumper gauge (40480). Chains between the fire hydrant and nozzle caps shall be omitted or removed. Nozzle section shall allow for field replacement of damaged threads without special tools, excavation or disturbing the ground joint line. Nozzles shall be fastened by mechanical means and secured to prevent nozzles from turning or backing out. Nozzle caps shall be provided with 1¼" pentagon nuts at least 1¼" in height, a recess provided at the inner end of thread for gasket retention. Centerline of lowest nozzle shall be at least eighteen-inches (18") above ground line.
10. Main valve closure shall be compression type, opening against line pressure and closing with the pressure. Main valve shall be 5¼" in diameter. A bronze seat ring shall thread into a bronze drain ring (or shoe bushing). This bronze shall be low-zinc (less than 16%) to minimize galvanic corrosion. Design shall allow for removal of seat, drain valve mechanism, internal rod and all working parts through the top of the hydrant without disturbing the ground line joint or the nozzle section of the hydrant.
11. Lubrication of the upper stem threads, operating nut threads, and upper and lower thrust collar bearing surfaces and O-ring stem seals shall be done automatically as the hydrant is opened. Lubricant shall be low viscosity, non-toxic, FDA approved oil. Oil reservoirs shall be separated from the waterway by two (2) O-rings.
12. The drain system shall consist of two (2) valves feeding two (2) external discharges. Drain system shall be so designed as to provide for both automatic and intentional force flushing at full line pressure. Drain valve mechanism and outlet shall be all bronze.
13. The interior surfaces of the shoe and lower main valve components shall be epoxy coated in compliance with AWWA Standard C-550. The shoe and lower barrel shall be connected by stainless steel bolts, nuts and fasteners of sufficient size and strength to bear all pressures and forces that the hydrant is subject to, including corrosion, for its warranted life.
14. Hydrants shall be delivered at a minimum, with two (2) coats of primer on upper barrel (AWWA C-502 Sec. 4.2.3). Interior and exterior shall be painted as in AWWA C-502 Sec. 4, excluding the interior of shoe which shall be painted be as noted in Sec. 2.F.

15. Hydrants shall be complete in all details when supplied. Due and customary care shall be used in preparation for shipment to eliminate damage in handling or transit. Hydrants must be drained and completely closed before shipment.
16. Manufacturer shall supply an Affidavit of Compliance verifying that the hydrant and all materials used in its construction conform to the applicable requirements of the most current form of AWWA C502 and these supplementary specification, that all specified tests have been performed and that all test requirements have been met.

D. WATER SERVICES – GENERALLY

All water services/meter boxes shall be set in the right-of-way or utility easement, located as approved by the IDSD. No meter shall be installed in an area paved for vehicular traffic or parking. All services shall include an approved backflow prevention assembly (BPA) immediately downstream of the meter, or as approved by the IDSD (See Standard Construction Detail SD-W20). Allowable tap sizes for water services are: ¾", 1", 2", 4", 6", 8", 10", and 12". All other sizes are prohibited unless specifically approved by the IDSD. Allowable meter sizes are: 5/8" x ¾", ¾", 1", 1 ½", 2", 3", 4", 6", 8", 10", and 12". Any deviation between tap size and meter size must be approved by the IDSD. Water services shall comply with the following general design standards:

1. All service taps shall be inspected and approved by the IDSD.
2. Multiple meters mounted in parallel are not permitted on the same service.
3. Bullhead connections (multiple meters on the same tap) are not permitted unless specifically approved by the IDSD.
4. Service connections for domestic and/or fire sprinkler systems are not allowed on fire hydrant leads or dead end mains. Domestic service taps are not allowed on fire service lines, but shall be distinctly separate connections to the main line.
5. One meter is required for each residential, commercial, or industrial service connection per TAC 30, Title 16, part 2, chapter 24, subchapter E, Rule 24.89. The size of that service is to be determined by a Licensed Plumber, based on a calculation of fixture unit values served.
6. Irrigation may be serviced independently from a main or hydrant lead, or connected to the domestic service.
7. Fire Services
 - a. All non-single-family developments shall have separate fire and domestic connections to the Town's mainline, independent from each other.
 - b. Domestic and fire service connections shall be separated by a main line valve.
 - c. Single-family fire protection systems (where required) may connect to the domestic service, or have a separate connection to the main. If separate at the main, appropriate Backflow Prevention Assemblies and meters shall be placed on each service.
8. Location of the meter shall be shown on the plans, and placed in either ROW or easement as approved by the IDSD.
9. All meters installed shall be set horizontally level in all directions. Exception shall be made for fire service detector meters on vertically mounted backflow prevention assemblies.
10. All new meters installed in the Town of Addison shall be a Hersey meter with an electronic encoder (translator) register, programmed to read in 1,000 U.S. gallon increments, equipped with a touch-pad reader.
11. General guidelines for meter types and services are as follows: Irrigation and fire service meters will be Class 1 turbine type; Domestic meters > 1 inch will be Class 1 turbine type meters; Domestic meters ≤ 1 inch will be either positive displacement (disc) type or Class 1 turbine type. Deviations from these guidelines must be approved by the IDSD.
12. Turbine type meters shall be Hersey MVR™ Class I turbine.
13. Positive displacement meters shall be; Hersey 400 Series IIS™.
14. All meters shall be placed in an approved meter "can" (See Detail SD-W20).

E. CROSS-CONNECTION CONTROL

1. As required by Town of Addison Ordinances (82-94 & 82-97), ALL water services in the Town of Addison shall have a containment Backflow Prevention Assembly (BPA), installed immediately downstream of the meter, or as close as is practical, with no taps, T's, or connections between the meter and the assembly (See TOA Standard Construction Detail SD-W20). Assembly type will be based on the Degree of Hazard as determined by the IDSD, using the most current edition of the **Manual of Cross-Connection Control** as published by USC-FCCCHR for guidance.
2. All backflow assemblies shall be on the most current USC-FCCCHR **List of Approved Backflow Prevention Assemblies**, and installed according to the **Manual**, all applicable plumbing codes, best industry standards, and the manufacturer's recommendations.
3. Backflow assemblies shall be placed in approved meter boxes or vaults complying with TOA Standard Construction Details (SD-W20, 22, 23). Reduced Pressure Zone Assemblies (RPZA) shall be installed above ground, and protected from freezing, with an assembly specifically approved for such use. In no case shall RPZAs be permitted in any below grade installation, or without sufficient drainage capability to prevent immersion of the assembly, or flooding the building.
4. Location of Backflow Prevention Assembly (BPA) shall be shown on the plans, and must be approved by the IDSD.
5. The plumber/contractor/owner is responsible for having the BPA tested upon installation and initiation of service, by a Tester certified by Texas Commission for Environmental Quality (TCEQ) rules, for the specific type of installation (i.e. General, Fireline) and who is registered with the Town of Addison IDSD. The original of the test report shall be submitted to the IDSD.
6. Stainless steel, brass, or nylon/plastic plugs shall be installed in all test cocks after testing. The use of Teflon tape is required to facilitate removal of plugs for future testing of the assembly. Plumber's putty or "pipe dope" is unacceptable for this installation.

F. WATER SERVICES – ≤ Two Inch (2").

1. The service saddle shall be one of the following:
 - a. Double-strap bronze with CC (AWWA taper) threads: Mueller #BR2B, Ford #202B.
 - b. Mueller Servi-Seal™ style 502, 504, 506, or 508; seven inch (7") min. length.
 - c. Ford Style FS303-CC.
 - d. Tap shall be set at 45° of vertical on the main line.
2. The corporation stop shall be AWWA taper thread (CC) by conductive compression connection from the following list:
 - a. ¾" – 1" use Mueller H-15008; or Ford F1000-G.
 - b. 2" – use Mueller B-25008 or H-15013; or Ford FB1000-G.
3. The curb stop shall be 90° angle stop with lock-wing from the following list:
 - a. ¾"-1" – use Mueller H-14258 or B-24258; or Ford KV43-332W-G or KV43-444W-G.
 - b. 2" use Mueller H-14277; or Ford FV43-666W-G or FV43-777W-G.
4. All companion flanges shall be elliptical brass, and all nuts and bolts shall be Grade 316 stainless steel, 5/8"-11 x 2 ½" hex head. Anti-seize compound is required on the threads of the bolts.
5. Saddle and corporation stop must be poly-wrapped (8mil) and hand-backfilled with sand to a depth of twelve inches (12"). Mechanical backfill with material free of rocks and clods larger than three-inch (3") diameter shall be compacted to the surface in 8" lifts.
6. Piping from the corporation stop to the curb stop shall be Type K copper, one continuous piece, poly-wrapped (8mil), or HDPE (Endopoly PE3408/PE4710, or approved equal), and embedded in sand six inches (6") in all directions.
7. Any variation from the above must be submitted for review and approval by the IDSD.
8. Gate valves on the inlet side of the meter are strictly prohibited.
9. Services crossing streets shall be installed in steel encasement pipe (see Sec.II.G, and SD-W03).

G. WATER SERVICES – Meters > Two Inch (2”).

1. Meters larger than two inch (2”) shall be in a vault (see TOA Standard Construction Detail (SD-W22) and placed within the ROW or an easement (see II.C. above).
2. Pipe penetrations through vault walls shall be ductile iron, four inch (4”) minimum.
3. Meter assembly shall include a two inch (2”) test port, with a 2” stainless steel ball valve with stainless steel handle downstream from the meter. Bypass piping (if used) may be one pipe size less than meter size. Bypasses < eight inch (8”) shall be inside the vault.

H. FIRE SERVICES

1. Large fire services shall, at minimum, consist of a Double-Check Detector Assembly (DCDA) in a vault (See TOA Standard Construction Detail SD-W23), placed within the ROW or a water easement (See II.C. above). The Degree of Hazard will determine if another assembly is required. A valve immediately upstream of the assembly shall be the point of demarcation between TOA and the customer, to determine maintenance responsibility.
2. If site conditions preclude the installation of a vault at the property line, alternative installations must be approved by the IDSD. Such cases will require a “demarcation valve” and a 2” service tap to be installed on the upstream side of the valve at the property line. There shall be no taps or T’s installed between that valve and the fire service riser.
3. All large fire services shall pass a 200 psi, two hour pressure test, and a bacteriological test, from the service valve to the riser.
4. Fire services less than or equal to two inch (2”) shall be a Hersey Class I MVR™ turbine meter (See IV.D.10), and shall have the appropriate BPA installed downstream of the meter.

V. **SUBMITTALS**

A. PLANS

1. Project Civil Plans are to be submitted for review. Sheets included in this Review Set shall include at minimum, the following: Cover, Index, General Notes, Plat and/or Site Plan/Dimension Control, Grading, Drainage Area Map, Storm Drain Calculations, Storm Drain Plan and Profile, Water and Wastewater Plan and Profile, Paving Plan and Profile, Landscape Planting Plan, and Detail sheets. Plans shall be prepared by a Professional Civil Engineer licensed in the State of Texas.
2. All Storm Drain, Water, and Sanitary Sewer lines included for addition to the Public Infrastructure shall be labeled, stationed, and profiled.
3. Plans shall be black-line on 34” x 22” plain paper stock, bound, and scaled for best readability.
4. Submitter shall deliver three (3) sets of printed plans and 2 CDs of digital (pdf) plans for review to the IDSD at 16801 Westgrove Drive, Addison Texas 75001.
5. Plans shall be reviewed as often as necessary for compliance with TOA Requirements, Standards, and Specifications.
6. Upon completion of the plan review process, the submitter shall provide three (3) full size (34’ x 22”) sets, three (3) half-size (11” x 22”) sets, and two (2) CDs (or flash drive) of digital (pdf) plans, for TOA use, plus as many sets as the Developer/Engineer/Contractor will need for their use (including 1 full-size set for field revision/Record Drawings to be kept on-site for site inspections). These plans will be stamped and signed by the TOA as “Approved for Construction”, and re-distributed to all necessary parties.

B. MATERIALS

1. Three (3) packets of Material Submittals shall be delivered for all materials to be installed in the Public Infrastructure including, but not limited to: concrete mix designs, pipe types, fittings, hydrants and valves, service appurtenances (Service brass, meters, meter boxes, backflow devices, etc.), joint sealant, embedment materials, and other incidentals. The submittals shall include the Manufacturer's information including composition and make-up of the material, and recommendations for installation and use.
2. After review and revision for compliance with TOA Requirements, Standards, and Specifications, the packets will be stamped and re-distributed to all necessary parties.

C. DOCUMENTS

1. Additional documents to be submitted prior to construction may include, but are not limited to: contract, bonds, proof of insurance, any required SWPPP paperwork, traffic control plan, trench safety plan, TDLR review, etc.
2. A Pre-Construction Meeting is typically scheduled by the Developer/Contractor, at which time the documents and submittals are delivered, stamped "Approved for Construction" plan sets are distributed, and any permits are issued.

D. TEST REPORTS

1. Test reports shall be provided to the IDSD during the course of construction.
2. These reports shall include, but are not limited to: soil proctor, compaction density, moisture content; concrete slump, temperature, and entrained air content; Sanitary sewer air test, mandrel, digital television record, and manhole vacuum test; Water pressure and bacteriological testing; Storm Drain television record; and any other site or job specific testing that may become necessary to assure the quality and functionality of the work.

E. POST-CONSTRUCTION DOCUMENTS

1. Executed Maintenance Bond.
2. Final RAS/TDLR/ADA Inspection Compliance Report (Third Party).
3. Affidavits of Bills Paid.
4. Contributions to the Public Infrastructure Report (cost and quantities).
5. Sealed, signed, and dated As-Built/Record Drawings in the form of two (2) CDs or USB "thumb" drives of digital files (pdf and AutoCad on each).

VI. CONSTRUCTION

A. TRENCH REQUIREMENTS

1. Trench width shall be a minimum of 24", or pipe O.D. plus 16", whichever is greater.
2. Unless otherwise indicated, all pipe embedment shall be NCT-COG Class "B+" or "B-2". A layer of geotextile fabric shall be placed on top of the stone layer, from wall to wall of the trench, prior to the placement of the select or granular material.
3. Finish backfill shall be native soil free of any rocks or clods greater than three inches (3") in diameter, and compacted from eight inch (8") loose lifts to 95% Standard Proctor Density at zero to three percent (0-3%) of Optimum Moisture. If native material is determined to be unsuitable or insufficient, a select fill approved by the IDSD may be substituted.

4. Trenches under pavement may be backfilled with Flowable fill with a minimum compressive strength of 250 psi to a maximum strength of 400 psi, to the level indicated by the pavement thickness, with the prior approval of the IDSD. A batch design shall be submitted for any flowable fill used within the Public ROW.
5. Locator tape shall be placed on top of the sand embedment, prior to final backfill.
6. Minimum cover over the top of pipe, and beneath improved street pavement shall be as follows:
 - a. Lines larger than sixteen inch (16") shall be six feet (6').
 - b. Lines sixteen inch (16") or twelve inch (12") shall be five feet (5').
 - c. Lines eight inch or less ($\leq 8''$) shall be four feet (4').

B. PIPE INSTALLATION

1. Line and grade stakes for construction of all water mains and services shall be furnished by the developer's Engineer or their designated representative. Property lines and corners must be properly staked to ensure their proper alignment. The Town shall not be liable for improper alignment or delay of any kind caused by improper or inadequate surveys by the developer, or by any interference of other utilities.
2. All water mains crossing under existing roadway pavement must be installed by bore or otherwise as approved by the IDSD. Rust-resistant steel casing, a minimum of one-fourth inch (1/4") thick, shall be used with Raci patented casing spacers, or approved equal. Wooden skids are NOT allowed. See SD-W03.
3. Water lines shall be hydrostatically tested at 150 psi for four (4) hours. Fire line leads shall be tested at 200 psi for two (2) hours.
4. All water mains shall be disinfected according to TCEQ/NCT-COG practices and procedures, and shall pass bacteriological testing for the presence of total coliform bacteria, by a certified water lab. All valves, hydrants, and services shall be operated during the chlorination process to ensure contact with the chlorine solution.
5. High concentrations of chlorinated water shall be de-chlorinated and purged from the water system, into the sanitary sewer system, or other approved disposal methods.
6. After the system has been purged of chlorinated water, contractor shall perform a velocity flush through a fire hydrant(s) to remove any potential debris left in the line. This velocity flush must be de-chlorinated, and may be disposed of into the storm sewer system, or other approved disposal methods.
7. All bleeder lines shall be removed upon completion of the testing, by removing the corporation stop and installing a brass plug into the tapping saddle. Plug shall be prepared with Teflon tape.

C. VALVE INSTALLATION

1. Mainline shut-downs required to install connection tees and valves during regular business hours must be coordinated with the IDSD at least seventy-two (72) hours prior to the actual shut-down. Mainline shut-downs outside of regular business hours, must be coordinated with the IDSD at least five (5) business days prior to the actual shut-down. The contractor is responsible for all overtime costs associated with mainline shut-downs outside of regular business hours. The contractor is required to schedule all main shut-downs after consultation with all affected parties. Verification of those consultations shall be provided to the Town as part of the coordination.
2. Valves shall be set on a two-foot by two-foot Class B concrete pad (See SD-W09).
3. Flange and MJ bolts shall be Core 10 T bolts on all direct-bury valves.
4. Valves deeper than five feet (5') will require extensions as directed by the IDSD (See SD-W11).
5. Buried valves shall be provided with valve boxes consisting of a cast iron base (B&H#2436-B, or #1824-B, or EJIW 8453), a top with cover (B&H#340-1), and a length of six inch (6") PVC DR-14 pipe between the bottom and top sections (See SD-W10).

6. Valve boxes located outside of paved areas require the placement of a reinforced concrete locator pad, 24" x 24" x 6" set flush with the finished grade.
7. The location of all valves shall be marked on the nearest pavement with the letter "V" stamped or sawn into the pavement. The point of the V shall be pointing toward the valve.
8. All butterfly valves shall be placed in a vault or manhole.
9. Once connected to the active Town of Addison water system, operation of any valve shall be by Addison IDSD personnel exclusively. Operation by others constitutes a violation of Town Ordinance (Sec. 82-86).

D. HYDRANT INSTALLATION

1. Fire hydrants shall have a minimum four foot (4'), or a maximum five foot (5') lower barrel. Fine grade adjustments are to be made with 45° bends, or with the use of Gradelok™ piping, or other methods, with the approval of the IDSD, to position the bottom of the breakaway flange two to six inches (2" – 6") above final grade.
2. Installation shall consist of a mechanical joint by flange Tee, a flange by mechanical joint valve, and approved pipe to a mechanical joint hydrant shoe. All mechanical joints shall be restrained (See SD-W17).
3. Fire hydrants shall be placed a minimum of three feet (3') and a maximum of six feet (6') from the edge of a fire lane or roadway (Back of Curb).
4. All hydrants placed outside of Town ROW shall be in easements (see II.A.) and adequately protected from damage by vehicular traffic as approved by IDSD and the Addison Fire Department (see SD-W18). All such protection is the responsibility of the property owner on which the hydrant is placed.
5. All hydrants shall be installed so that the large steamer nozzle faces 90° to the fire lane or street, or as directed by the fire Department or the IDSD.
6. A three foot (3') wide non-erodible surface shall be placed around the fire hydrant, and extended to the pavement directly in front of the hydrant (See SD-W16).
7. Fire hydrants shall be located at street or fire lane intersections, when feasible. When so located, the hydrant shall be placed so that no part of the fire truck will block the intersection or access when connecting to the hydrant.
8. Fire hydrants shall be accessible to the Fire Department at all times.
9. A blue Stimsonite, Fire-lite™ reflector, Model 88-SSA (or approved other) shall be placed just off-center of the street or fire lane opposite the hydrant (not in wheel path). At intersections, the reflectors shall be placed on both roadways opposite the hydrant (See SD-W19).

E. WATER SERVICE INSTALLATIONS

1. Service saddles shall be placed at a 45° angle on the main. The saddle, corporation stop, and service pipe shall be poly-wrapped, then backfilled by hand with sand to a minimum one foot (1') over the tap. Native fill – no rocks or clods larger than three inches in diameter – may be used to backfill to the surface, in eight inch (8") loose lifts and compacted to 95% if under pavement, or 90% under turf.
2. The service curb stop shall be installed at a depth of eight inches (8") to twelve inches (12") below finished grade, usually in advance of paving. After paving, the contractor shall furnish and install the meter box. The meter box is to be set in the ROW or at the utility easement line, near the center of the lot to be served. No meter box shall be installed in an area paved for vehicular traffic, or in vehicular parking areas.

3. Water meter boxes shall be provided for each service according to the TOA Standard Construction Details (SCD). Water meter boxes for \leq two inch (2") meters, shall have a minimum depth of eighteen inches (18") and have at least four inches (4") to six inches (6") of Grade 4 crushed stone, and four inches (4") to six inches (6") of free airspace under the meter inside the box. Meter boxes and openings shall be large enough to allow access to, and operation of, all meter nuts, flanges, or bolts without obstruction. Openings below grade in the meter box shall be permanently closed to prevent the infiltration of mud or silt into the box. Lids shall be reader type to accommodate the installation of a touch-pad. Meters larger than two inch ($>2''$) are required to be in a concrete vault (See SD-W21).
4. A minimum of eighteen inches (18") of copper, brass, or HDPE pipe shall be placed between the water meter and the BPA, or the first fitting after the meter connection.
5. The BPA shall be installed immediately after the meter in a meter box of the owner's choosing, but with the same characteristics of the meter installation described above. All valves must be accessible and operable, and all test cocks accessible for testing. If an RPZ Assembly is required due to the degree of hazard, it shall be placed above ground in an approved enclosure, designed to protect the device from tampering or freezing.
6. The Town of Addison does not sell or provide water meters, but rather, the Owner must provide the meter for the initial installation. The meter must comply with all of the current specifications of the IDSD, as provided for in Section IV.D. above.
7. During the course of construction, the curb stop will remain locked off at all times, until the BPA is installed and ready for testing by a certified and approved Backflow Device Tester. The Town shall unlock and turn on the service for the test, and re-lock the service after the test. After confirmation of a passing installation inspection and a passing test of the BPA, the owner, or his representative, may apply for service at the TOA Finance Department, 5350 Belt Line Rd, phone number 972-450-7075. Upon completion of the application requirements, the Finance Department will then contact the Water Department with a connect order to turn the water on for service.
8. At completion of the project or development, a Final Walk-Thru will be conducted to identify any deviations from these Requirements and Standards. Upon rectification of those deviations, the TOA will accept the project and the Maintenance Bond will be initiated.

SECTION GEO

GEOTECHNICAL REPORT



GEOTECHNICAL EXPLORATION

on

VITRUVIAN PARK – PROPOSED RETAIL

Off Marsh Lane and Spring Valley Road

Addison, Texas

ALPHA Report No. G152590

Prepared for:

UCR DEVELOPMENT

8080 Parklane, Suite 740

Dallas, Texas 75231

Attention: Mr. Greg McGahey

December 1, 2015

Prepared By:

ALPHA TESTING, INC.

2209 Wisconsin Street, Suite 100

Dallas, Texas 75229

December 1, 2015

UCR Development

8080 Parklane, Suite 740
Dallas, Texas 75231
Attention: Mr. Greg McGahey

Re: Geotechnical Exploration
Vitruvian Park – Proposed Retail
Off Marsh Lane and Spring Valley Road
Addison, Texas
ALPHA Report No. G152590

Attached is the report of the geotechnical exploration performed for the project referenced above. This study was authorized by Mr. Harry G. Alcock and performed in accordance with the Abbreviated Agreement for Professional Services dated October 21, 2015 and ALPHA Proposal No. 49698 dated October 19, 2015.

This report contains results of field explorations and laboratory testing and an engineering interpretation of these with respect to available project characteristics. The results and analyses were used to develop recommendations to aid design and construction of foundations and pavement.

ALPHA TESTING, INC. appreciates the opportunity to be of service on this project. If we can be of further assistance, such as providing materials testing services during construction, please contact our office.

Sincerely,

ALPHA TESTING, INC.

Andrew M. Adams, E.I.T.
Project Manager



Mark L. McKay, P.E.
Senior Geotechnical Engineer
Geotechnical Department Manager

AMA/MLM
Copy: (1) Client



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On

ALPHA REPORT NO. G152590

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APPENDIX

A-1	Methods of Field Exploration Boring Location Plan – Figure 1
B-1	Methods of Laboratory Testing Swell Test Results – Figure 2 Logs of Borings Key to Soil Symbols and Classifications



1.0 PURPOSE AND SCOPE

The purpose of this geotechnical exploration is for ALPHA TESTING, INC. (“ALPHA”) to evaluate for the “Client” some of the physical and engineering properties of subsurface materials at selected locations on the subject site with respect to formulation of appropriate geotechnical design parameters for the proposed construction. The field exploration was accomplished by securing subsurface samples from widely spaced test borings performed across the expanse of the site. Engineering analyses were performed from results of the field exploration and results of laboratory tests performed on representative samples.

Also included are general comments pertaining to reasonably anticipated construction problems and recommendations concerning earthwork and quality control testing during construction. This information can be used to evaluate subsurface conditions and to aid in ascertaining construction meets project specifications.

Recommendations provided in this report were developed from information obtained in test borings depicting subsurface conditions only at the specific boring locations and at the particular time designated on the logs. Subsurface conditions at other locations may differ from those observed at the boring locations, and subsurface conditions at boring locations may vary at different times of the year. The scope of work may not fully define the variability of subsurface materials and conditions that are present on the site.

The nature and extent of variations between borings may not become evident until construction. If significant variations then appear evident, our office should be contacted to re-evaluate our recommendations after performing on-site observations and possibly other tests.

2.0 PROJECT CHARACTERISTICS

It is proposed to construct new retail buildings at Vitruvian Park located generally at the southwest corner of the intersection of Marsh Lane and Spring Valley Road in Addison, Texas. A site plan illustrating the general outline of the property provided by the Client, with ALPHA’s boring locations noted on it, is provided as Figure 1, titled “Boring Location Plan,” in the Appendix of this report. At the time the field exploration was performed, the site was developed and occupied by existing retail buildings and paved parking and drive lanes. Cursory observations indicate the site is relatively level.

Present plans provide for the construction of new single story retail buildings with footprints ranging from about 3,000 SF to 20,000 SF. The new structures are anticipated to carry light to moderate loads to be carried by the foundations. It is anticipated these loads will be supported using a shallow footing foundation system or possibly a slab-on-grade foundation system. New area pavement is expected to consist of Portland cement concrete (PCC). Grading plans were not yet available for this study. For the purpose of our analysis we have assumed cuts and fills of about 1 ft or less to achieve final grade.



3.0 FIELD EXPLORATION

Subsurface conditions on the site were explored by drilling a total of ten (10) test borings in general accordance with ASTM Standard D 420 to depths of up to about 25 ft using standard rotary drilling equipment. Seven (7) borings (Borings 1 through 6, and 9) were drilled in the building areas to a depth of 25 ft each and three (3) borings (Borings 7, 8, and 10) were drilled in the paving areas to a depth of 5 ft. The approximate location of each test boring is shown on the Boring Location Plan, Figure 1, enclosed in the Appendix of this report. Details of drilling and sampling operations are briefly summarized in Methods of Field Exploration, Section A-1 of the Appendix.

Subsurface types encountered during the field exploration are presented on the Log of Boring sheets (boring logs) included in the Appendix of this report. The boring logs contain our Field Technician's and Engineer's interpretation of conditions believed to exist between actual samples retrieved. Therefore, the boring logs contain both factual and interpretive information. Lines delineating subsurface strata on the boring logs are approximate and the actual transition between strata may be gradual.

4.0 LABORATORY TESTS

Selected samples of the subsurface materials were tested in the laboratory to evaluate their engineering properties as a basis in providing recommendations for foundation design and earthwork construction. A brief description of testing procedures used in the laboratory can be found in Methods of Laboratory Testing, Section B-1 of the Appendix. Individual test results are presented on the Log of Boring or summary data sheets enclosed in the Appendix.

5.0 GENERAL SUBSURFACE CONDITIONS

Based on the Geological Atlas of Texas, Dallas Sheet, available from the Texas Bureau of Economic Geology, published by the University of Texas at Austin, as well as the boring results and our experience at the Vitruvian site, the project site is generally located on the contact between the Austin Chalk Formation and the underlying Eagle Ford Formation. The Austin Chalk consists of massive gray unweathered limestone, overlain by tan weathered limestone. Near-surface residual soils associated with the Austin Chalk generally consist of high plasticity clays and/or low to moderate plasticity calcareous clays. The Eagle Ford Formation is composed predominantly of shale with occasional platy beds of sandstone and limestone. Residual overburden soils associated with the Eagle Ford Formation generally consist of clay and shaly clay with very high shrink/swell potential. In full section the Eagle Ford Formation should be over 200 ft thick at this site.

Subsurface materials are highly variable and generally consist of clay (CH) and calcareous clay (CL) to depths of about 2 to 5 ft below existing grade underlain by alternating layers of tan weathered shaly limestone, gray shaly limestone, and/or clay (CH/CL) layers followed by deeper clay shale. Clay shale was encountered in Borings 3 through 6 and 9 at depths of about 11 to 23 ft below existing grade and extended to the boring termination depths (25 ft). The upper 2 to 4 ft of material in Borings 1 through 4, 6, 7, and 10 was visually classified as fill or possible fill material. The letters in parenthesis represent the soils' classification according to the Unified



Soil Classification System (ASTM D 2488). More detailed stratigraphic information is presented on the Log of Boring Sheets attached to this report.

Most of the subsurface materials are relatively impermeable and are anticipated to have a relatively slow response to water movement. Therefore, several days of observation will be required to evaluate actual groundwater levels within the depths explored. Also, the groundwater level at the site is anticipated to fluctuate seasonally depending on the amount of rainfall, prevailing weather conditions and subsurface drainage characteristics.

During the field explorations, free groundwater was encountered in the open boreholes upon completion of Borings 1 and 2 at depths of about 17 to 24 ft below the existing ground surface. No free groundwater was encountered in the other borings. It is common to detect seasonal groundwater from fill materials, from natural fractures within the clayey matrix, near the soil/rock (shaly limestone/clay shale) interface or from fractures in the rock, particularly during or after periods of precipitation. If more detailed groundwater information is required, monitoring wells or piezometers can be installed.

Further details concerning subsurface materials and conditions encountered can be obtained from the Log of Boring sheets provided in the Appendix of this report.

6.0 DESIGN RECOMMENDATIONS

The following design recommendations were developed on the basis of the previously described Project Characteristics (Section 2.0) and General Subsurface Conditions (Section 5.0). If project criteria should change, including the structure locations on the site our office should conduct a review to determine if modifications to the recommendations are required. Further, it is recommended our office be provided with a copy of the final plans and specifications for review prior to construction.

The following design criteria given in this report were developed assuming the at-grade floor slab for the planned building is constructed within 1 ft of existing grade as encountered during drilling operations. Substantial cutting and filling on the site (more than 1 ft) can alter the recommended foundation design parameters. Therefore, it is recommended our office be contacted before performing other cutting and filling on site to verify the appropriate design parameters are utilized for final foundation design.

It is our understanding the existing structures and pavement on the site will be removed prior to construction of the new facilities. Therefore, it is recommended any area disturbed during removal of the existing facilities be re-compacted in accordance with the recommendations provided in Section 7.3 of this report. All foundation elements of the existing facilities should be either removed or cut off at least 1 ft below finished grade or 1 ft below the new structural elements, whichever is deeper. All abandoned utility lines should be either removed or positively sealed to prevent possible water seepage into the subsurface clayey materials.

Considering the subsurface conditions encountered in the borings, the use of shallow spread footing foundations can be considered to support the proposed structures. The building floor slabs could bear on-grade following subgrade improvement to reduce



potential movement to 1 inch. As an alternative, the smaller pad site buildings could be supported on a slab foundation after subgrade improvement to reduce ground movements. If foundation movement is not acceptable, it will be necessary to support the building on drilled pier foundations. We would be pleased to discuss drilled piers if desired.

6.1 Existing Fill

As discussed in Section 5.0 of this report, existing fill or possible fill was encountered in Borings 1 through 4, 6, 7, and 10 to depths of about 2 to 4 ft below the existing ground surface. Fill could be encountered in other areas of the site that was not readily identified in the borings. If compaction records for this fill cannot be obtained, the existing fill should be considered as uncontrolled fill. Uncontrolled fill is not suitable for direct support of slab foundations. Considering the soil improvements required to reduce potential seasonal movements of foundations (as discussed below in Section 6.3), it is expected all of the existing fill soil would be over-excavated and replaced in the building pad areas. Pavement areas should be properly prepared and tested as discussed in Section 7.1 of this report.

Although not encountered at the borings, uncontrolled fill can contain large concrete pieces, rubble, organic material, wood, reinforcement steel, plastic and other debris. This debris is not suitable for reuse as replacement fill and should be removed from the site. Test pits could be performed prior to construction to assess the lateral extent, depth and nature of the existing fill. ALPHA TESTING would be pleased to assist with a test pit program if desired.

6.2 Shallow Spread Footing Foundations

The proposed structures could be supported by footings bearing on tan limestone. Retail buildings supported using shallow spread footings bearing on competent shaly limestone can be designed using an allowable bearing pressure of 3.5 kips per sq ft.

The above bearing pressure is applicable for footings bearing on limestone, encountered at depths of 2 to 4 ft below the existing ground surface. If it is desired to maintain a uniform foundation bearing elevation, the foundation over-excavation (after exposing the competent tan limestone) can be backfilled to the desired elevation with flexible base material. Flexible base requirements are contained in Section 7.3 of this report, below. Foundation over-excavations should extend laterally beyond the edge of the foundation a distance of at least one-half the thickness of the flexible base fill to be placed under the foundation.

Strip footing should have a least lateral dimension of 16 inches and individual spread footings should have a least dimension of 24 inches for bearing capacity considerations. Careful field inspection of footing excavations will contribute substantially to reducing foundation movements. Footings subject to lateral forces or overturning should be proportioned such that the soil reaction force on the base of the footing lies within the middle one-third of the footing width.



Foundations bearing on limestone will be subjected to total foundation movements of less than 1 inch . Careful field inspection of footing excavations should be performed by the construction testing laboratory which will contribute substantially to reducing foundation movements.

Careful monitoring during construction is necessary to locate any pockets or seams of unsuitable materials which might be encountered in excavations for footings. Unsuitable materials encountered at the foundation bearing level should be removed and replaced with either lean concrete (about 2,000 psi strength at 28 days), structural concrete, or backfill soils compacted to at least 98 percent of standard Proctor maximum dry density (ASTM D 698) and at a moisture content within 2 percentage points of the material's optimum moisture content.

Resistance to sliding will be developed by friction along the base of the footings and passive earth pressure acting on the vertical face of the footing and/or a key installed in the base of the footings, if required. We recommend a coefficient of base friction of 0.35 along the bottom of the footing bearing on limestone. The available passive earth resistance on the vertical face of the toe of the footing and a possible key installed in the base of the footing may be calculated using an allowable uniform passive earth pressure of 500 psf for footings or keys bearing laterally against undisturbed vertical cuts in either compacted clayey fill or native clay soils, and 1,500 psf against undisturbed cuts in limestone. Passive resistance on the vertical face of the footing within 1 ft of the final site grade should be neglected.

6.3 Subgrade Improvements for Floor Slabs

Our findings indicate floor slabs and adjoining flatwork cast on-grade could experience soil-related potential seasonal movements of about 2 ½ inches if constructed within 1 ft of existing grade.

The above potential seasonal movements were estimated in general accordance with methods outlined by the Texas Department of Transportation (TxDOT) Test Method Tex-124-E and engineering judgment and experience. Estimated movements were calculated assuming the moisture content of the in-situ soil within the normal zone of seasonal moisture content change varies between a "current" condition and a "wet" condition as defined by Tex-124-E. Also, it was assumed a 1 psi surcharge load from the footings, floor slabs or flatwork acts on the subgrade soils. Movements exceeding those predicted above could occur if positive drainage of surface water is not maintained or if soils are subject to an outside water source, such as leakage from a utility line or subsurface moisture migration from off-site locations.

We understand it is desired to reduce potential seasonal movements of the floor slabs to about 1 inch. Subsurface improvement can consist of over-excavating the existing clayey soils and moisture-conditioning the over-excavated soils, in conjunction with placement of a specified thickness of non-expansive material.



The extent and depth of this subgrade improvement method for the planned structures are summarized below in Table A. The subgrade improvement procedures are discussed in Section 6.3.1 below. In choosing these methods of slab foundation movement reduction, the Owner is accepting some post construction seasonal movement of the slab, about 1 inch.

TABLE A	
Resulting Estimated Potential Seasonal Movement = 1 inch	
SUBGRADE IMPROVEMENT METHOD TO REDUCE POTENTIAL SEASONAL MOVEMENTS TO 1 INCH	NON-EXPANSIVE MATERIAL, FT
Minimum Thickness of Non-Expansive Material In Conjunction with Moisture-Conditioned Soil Extending to the Top of Shaly Limestone (See Section 6.3.1)	*1

***Non-Expansive fill material** could consist of select fill (plasticity index 15 or less), or crushed stone flexible base material (meeting TxDOT Standard Specifications Item 247, Grade 1 or 2) and is described in Section 7.3.

The floor slab should be a "floating" slab (that is, fully ground supported and not structurally connected to walls or foundations). This reduces the risk of cracking and displacement of the floor slab due to differential movements between the slab and foundations. A floor slab doweled into perimeter grade beams can develop a plastic hinge (crack) parallel to and approximately 5 to 10 ft inside the building perimeter. The structural engineer should determine the need for connections between the slab and structural elements and determine if control joints to limit cracking are needed. A properly designed and constructed moisture barrier should be placed between the slab and subgrade soils to retard moisture migration through the slab.

6.3.1 Subgrade Improvement Utilizing Moisture-Conditioned Soil

Movements can be reduced to about 1 inch by placing at least 1 ft of non-expansive material between the bottom of the slab and the top surface of moisture-conditioned soil (below final grade) extending to the top surface of shaly limestone, encountered at depths of 2 to 4 ft in our borings.

Moisture conditioning consists of processing and compacting the specified minimum thickness of on-site soil at a "target" moisture content approximated to be at least 5 percentage points (with an upper limit of 7 percentage points) above the material's optimum moisture content as determined by the standard Proctor method (ASTM D 698). The moisture-conditioned soil should be placed in 8-in thick loose lifts and compacted to a dry density of 93 to 97 percent of standard Proctor maximum dry density. Moisture conditioning of the on-site soil should extend throughout the entire structure pad areas and adjoining flatwork, and at least 5 ft beyond the perimeter of the structure/flatwork. However, non-expansive fill material should not extend beyond the structure/flatwork. If paving is not planned adjacent to the structure/flatwork (i.e. above the moisture-conditioned soils), a moisture barrier consisting of a minimum of 10 mil plastic sheeting with 8 to 12 inches of soil cover



should be provided above the moisture conditioned soils. Moisture-conditioned soils should be maintained in a moist condition prior to placement of the required thickness of non-expansive material, plastic sheeting or flatwork. *Non-expansive fill material should not be placed above the plastic sheeting.*

The resulting estimated potential seasonal movements (about 1 inch) were calculated assuming the moisture content of the moisture-conditioned soil varies between the “target” moisture content and the “wet” condition while the deeper undisturbed in-situ soil within the normal zone of seasonal moisture content change varies between the "dry" condition and the "wet" condition as defined by methods outlined in TxDOT Test Method Tex-124-E.

Please note, it is the intent of the moisture-conditioning process described above to reduce the free swell potential of the moisture-conditioned soil to 1 percent or less. Additional laboratory tests (i.e., standard Proctors, absorption swell tests, etc.) should be conducted during construction to verify the “target” moisture content for moisture-conditioning (estimated at 5 percentage points above the material’s optimum moisture content as defined by ASTM D 698) is sufficient to reduce the free swell potential of the processed soil to 1 percent or less. In addition, it is recommended samples of the moisture-conditioned material be routinely obtained during construction to verify the free swell of the improved material is 1 percent or less.

Installation of moisture-conditioned soils should be monitored and tested on a full-time basis by a representative of ALPHA TESTING, INC., to verify the soils tested were placed with the proper lift thickness, moisture content, and degree of compaction.

6.4 Slab-on-Grade Foundations for Lightly Loaded Retail Buildings

As an alternate, buildings could be supported using a slab-on-grade foundation system designed for potential seasonal movements of 1 inch. As discussed in Section 6.3 above, slab foundations under current conditions will be subject to potential soil-related movements of about 2 inches. Subgrade improvements as described in Section 6.3 will be required to reduce slab foundation movements to 1 inch.

A slab-on-grade foundation should be designed with exterior and interior grade beams adequate to provide sufficient rigidity to the foundation system. A net allowable soil bearing pressure of 1.5 kips per sq ft may be used for design of all grade beams bearing on and properly placed and improved subgrade soils as outlined in Section 6.3. Grade beams should bear a minimum depth of 12 inches below final grade and should have a minimum width of 10 inches for bearing capacity considerations.

It is common to experience some minor cosmetic distress to structures with slab-on-grade foundation systems due to normal ground movements. To reduce cracking as normal movements occur in subgrade soils, all grade beams and the floor slab should be adequately reinforced with steel (conventional reinforcing steel and/or post-tensioned



reinforcement). A properly designed and constructed moisture barrier should be placed between the slab and subgrade soils to retard moisture migration through the slabs.

6.5 Flatwork

Flatwork, pavement and any other soil-supported building elements will be subjected to the same level of movement as discussed in Section 6.3 above. In any areas where post-construction movements of flatwork would be critical, flatwork should be structurally supported, or subgrade improvements as discussed in Section 6.3 should be considered.

6.6 Seismic Considerations

The Site Class for seismic design is based on several factors that include soil profile (soil or rock), shear wave velocity, and strength, averaged over a depth of 100 ft. Since our borings did not extend to 100-foot depths, we based our determinations on the assumption that the subsurface materials below the bottom of the borings were similar to those encountered at the termination depth. Based on Section 1613.3.2 of the 2012 International Building Code and Table 20.3-1 in the 2010 ASCE-7, we recommend using Site Class C (very dense soils and soft rock) for seismic design at this site.

6.7 New Area Pavement

Clay soils encountered near the existing ground surface will probably constitute the subgrade for most parking and drive areas. To permit correlation between information from test borings and actual subgrade conditions exposed during construction, a qualified Geotechnical Engineer should be retained to provide subgrade monitoring and testing during construction. If there is any change in project criteria, the recommendations contained in this report should be reviewed by our office.

Calculations used to determine the required pavement thickness are based only on the physical and engineering properties of the materials used and conventional thickness determination procedures. Pavement joining buildings should be constructed with a curb and the joint between the building and curb should be sealed. Related civil design factors such as subgrade drainage, shoulder support, cross-sectional configurations, surface elevations, reinforcing steel, joint design and environmental factors will significantly affect the service life and must be included in preparation of the construction drawings and specifications, but all were not included in the scope of this study. Normal periodic maintenance will be required for all pavement to achieve the design life of the pavement system.

Please note, the recommended pavement sections provided below are considered the minimum necessary to provide satisfactory performance based on the expected traffic loading. In some cases, City minimum standards for pavement section construction may exceed those provided below.



6.7.1 Pavement Subgrade Preparation

In areas where clayey soils are exposed after final subgrade elevation is achieved, the exposed surface of the pavement subgrade soil should be scarified to a depth of 6 inches and mixed with a minimum 8 percent hydrated lime (by dry soil weight) in conformance with TxDOT Item 260. Assuming an in-place unit weight of 100 pcf for the pavement subgrade soils, this percentage of lime equates to about 36 lbs of lime per sq yard of treated subgrade. The actual amount of lime required should be confirmed by additional laboratory tests (ASTM C 977 Appendix XI) prior to construction. The soil-lime mixture should be compacted to at least 95 percent of standard Proctor maximum dry density (ASTM D 698) and at least 3 percentage points above the mixture's optimum moisture content. In all areas where hydrated lime is used to stabilize subgrade soil, routine Atterberg-limit tests should be performed to verify the resulting plasticity index of the soil-lime mixture is at/or below 15.

It is recommended that pavement subgrade stabilization procedures extend at least 1 ft beyond the edge of the pavement to reduce effects of seasonal shrinking and swelling upon the extreme edges of pavement.

Lime stabilization of the pavement subgrade soil will not prevent normal seasonal movement of the underlying untreated materials. Pavement and other flatwork will have the same potential for movement as slabs constructed directly on the existing undisturbed soils. Therefore, good perimeter surface drainage with a minimum slope of 2 percent away from the pavement is recommended. The use of sand as a leveling course below pavement supported on expansive clays should be avoided. Normal maintenance of pavement should be expected over the life of the structures.

6.7.2 Portland Cement Concrete (PCC) Pavement

Following subgrade improvement as recommended in Section 6.7.1 above, the following PCC (reinforced) pavement sections are recommended.

Paving Areas and/or Type	PCC Thickness, Inches
**Parking Areas Subjected Exclusively to Passenger Vehicle Traffic	5
Drive Lanes, Fire Lanes, Areas Subject to Light Volume Truck Traffic	6
Dumpster Traffic Areas	7

****Note:** Lime treatment of the pavement subgrade is not necessary for pavements subjected *exclusively* to passenger vehicle traffic, although lime treatment in these areas would be generally beneficial to the long-term performance of the pavement and improve constructability. Prior to construction of pavement on untreated clay subgrade soil, the exposed subgrade should be scarified to a depth of at least 6 inches and compacted to at



least 95 percent of standard Proctor maximum dry density (ASTM D 698) and within the range of 1 percentage point below to 3 percentage points above the material's optimum moisture content.

Portland-cement concrete should have a minimum compressive strength of 3,000 lbs per sq inch (psi) at 28 days in parking areas subjected exclusively to passenger vehicle traffic. We recommend a minimum compressive strength of 3,500 per sq inch (psi) at 28 days for the street, drive lanes, fire lanes, and truck areas. Concrete should be designed with 5 ± 1 percent entrained air. Joints in concrete paving should not exceed 15 ft. Reinforcing steel should consist of No. 3 bars placed at 18 inches on-center in two directions.

Alternately, mechanical lime stabilization of the pavement subgrade could be eliminated by increasing the PCC thickness in the pavement sections presented above by 1 inch. Prior to construction of pavement on untreated clay subgrade soil, the exposed subgrade should be scarified to a depth of at least 6 inches and compacted to at least 95 percent of standard Proctor maximum dry density (ASTM D 698) and within the range of 1 percentage point below to 3 percentage points above the material's optimum moisture content.

6.8 Drainage and Other Considerations

Adequate drainage should be provided to reduce seasonal variations in the moisture content of foundation soils. All pavement and sidewalks within 5 ft of the structures should be sloped away from the buildings to prevent ponding of water around the foundations. Final grades within 5 ft of the structures should be adjusted to slope away from the structures at a minimum slope of 2 percent. **Maintaining positive surface drainage throughout the life of the structures is essential.**

In areas with pavement or sidewalks adjacent to the new structures, a positive seal must be maintained between the structure and the pavement or sidewalk to minimize seepage of water into the underlying supporting soils. Post-construction movement of pavement and flat-work is common. Normal maintenance should include examination of all joints in paving and sidewalks, etc. as well as re-sealing where necessary.

Several factors relate to civil and architectural design and/or maintenance, which can significantly affect future movements of the foundation and floor slab system:

1. Preferably, a complete system of gutters and downspouts should carry runoff water a minimum of 5 feet from the completed structures.
2. Large trees and shrubs should not be allowed closer to the foundations than a horizontal distance equal to roughly one-half of their mature height due to their significant moisture demand upon maturing. Excessive drying of soils adjacent to the structure due to vegetation demands or insufficient watering during drought conditions can cause settlements to interior floor slabs and/or shallow footings beyond that indicated in this report.



3. Moisture conditions should be maintained "constant" around the edge of the slabs/footings. Ponding of water in planters, in unpaved areas, and around joints in paving and sidewalks can cause slab/footing movements beyond those predicted in this report.
4. Area paving and/or flatwork adjacent to the building is preferred over landscaping or planter boxes to help maintain relatively uniform moisture conditions beneath the interior slab and shallow footings. Planter box structures placed adjacent to the buildings should be provided with a means to assure concentrations of water are not available to the subsoil stratigraphy. Landscape areas adjacent to the structure should be contained or a vertical moisture barrier installed between the landscaping and structure. The vertical moisture barrier should extend to a depth at least 3 feet below expected root growth.
5. The root systems from existing trees at this site will have dried and desiccated the surrounding clay soils, resulting in soil with near-maximum swell potential. Clay soils surrounding tree root mats in building pad, paving, and flatwork areas should be removed to a minimum depth of 3 ft below the root mat and compacted in-place with moisture and density control as described in Section 7.3 of this report, below.

Trench backfill for utilities should be properly placed and compacted as outlined in Section 7.3 of this report and in accordance with requirements of local City standards. Since granular bedding backfill is used for most utility lines, the backfilled trench should not become a conduit and allow access for surface or subsurface water to travel toward the new structures. Concrete cut-off collars or clay plugs should be provided where utility lines cross building lines to prevent water from traveling in the trench backfill and entering beneath the structures.



7.0 GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS

Variations in subsurface conditions could be encountered during construction. To permit correlation between test boring data and actual subsurface conditions encountered during construction, it is recommended a registered Professional Engineering firm be retained to observe construction procedures and materials.

Some construction problems, particularly degree or magnitude, cannot be anticipated until the course of construction. The recommendations offered in the following paragraphs are intended not to limit or preclude other conceivable solutions, but rather to provide our observations based on our experience and understanding of the project characteristics and subsurface conditions encountered in the borings.

7.1 Site Preparation and Grading

All areas supporting floor slabs, foundations, pavement, or areas to receive new fill should be properly prepared.

After completion of the necessary stripping, clearing, and excavating and prior to placing any required fill, the exposed soil subgrade should be carefully evaluated by probing and testing. Any undesirable material (organic material, wet, soft, or loose soil) still in place should be removed.

The exposed soil subgrade should be further evaluated by proof-rolling with a heavy pneumatic tired roller, loaded dump truck or similar equipment weighing approximately 20 tons to check for pockets of soft or loose material hidden beneath a thin crust of possibly better soil.

Proof-rolling procedures should be observed routinely by a Professional Engineer, or his designated representative.

Any undesirable material (organic material, wet, soft, or loose soil) exposed during the proofroll should be removed and replaced with well-compacted material as outlined in Section 7.3.

Prior to placement of any fill, the exposed soil subgrade should then be scarified to a minimum depth of 6 inches and recompacted as outlined in Section 7.3.

If fill is to be placed on existing slopes (natural or constructed) steeper than six horizontal to one vertical (6:1), the fill materials should be benched into the existing slopes in such a manner as to provide a minimum bench-key width of five (5) feet. This should provide a good contact between the existing soils and new fill materials, reduce potential sliding planes, and allow relatively horizontal lift placements.

Slope stability analysis of embankments (natural or constructed) was not within the scope of this study.



The contractor is responsible for designing any excavation slopes, temporary sheeting or shoring. Design of these structures should include any imposed surface surcharges. Construction site safety is the sole responsibility of the contractor, who shall also be solely responsible for the means, methods and sequencing of construction operations. The contractor should also be aware that slope height, slope inclination or excavation depths (including utility trench excavations) should in no case exceed those specified in local, state and/or federal safety regulations, such as OSHA Health and Safety Standard for Excavations, 29 CFR Part 1926, or successor regulations. Stockpiles should be placed well away from the edge of the excavation and their heights should be controlled so they do not surcharge the sides of the excavation. Surface drainage should be carefully controlled to prevent flow of water over the slopes and/or into the excavations. Construction slopes should be closely observed for signs of mass movement, including tension cracks near the crest or bulging at the toe. If potential stability problems are observed, a geotechnical engineer should be contacted immediately. Shoring, bracing or underpinning required for the project (if any) should be designed by a professional engineer registered in the State of Texas.

Due to the nature of the clayey soils found near the surface at the borings, traffic of heavy equipment (including heavy compaction equipment) may create pumping and general deterioration of shallow soils. Therefore, some construction difficulties should be anticipated during periods when these soils are saturated.

7.2 Foundation Excavations

All foundation excavations should be properly monitored to verify loose, soft or otherwise undesirable materials are removed and foundations will bear on satisfactory material. Soil exposed in the base of all foundation excavations should be protected against detrimental change in condition, such as surface sloughing or side disturbance, rain or excessive drying. Unsuitable or disturbed materials encountered at the foundation bearing level should be removed and replaced with either lean concrete (about 2,000 psi strength at 28 days), structural concrete, or select, non-expansive meeting the requirements of Section 7.3 below. In lieu of undercutting, disturbed materials at the foundation bearing surface less than about 6 inches thick could be recompacted in-place prior to placement of foundation concrete. Footing excavations exposing limestone should be cleaned and inspected by the testing laboratory prior to placing concrete.

Surface runoff should be drained away from excavations and not allowed to pond in the bottom of the excavation. If possible, all concrete for foundations should be placed on the same day the excavation is made. That is, the exposed foundation material should not be allowed to become excessively dry or wet before placement of concrete. The moisture content and condition of these soils should be maintained in a damp, but not wet, condition both during and after construction.



7.3 Fill Compaction

Materials used as select, non-expansive material should have a liquid limit less than 35, a plasticity index (PI) not less than about 4 nor greater than 15 and contain no more than 0.5 percent fibrous organic materials, by weight. All select material should contain no deleterious material and should be compacted to a dry density of at least 95 percent standard Proctor maximum dry density (ASTM D 698) and within the range of 1 percentage point below to 3 percentage points above the material's optimum moisture content. (Note: The plasticity index and liquid limit of material used as select, non-expansive material should be routinely verified during placement using laboratory tests. Visual observation and classification should not be relied upon to confirm the material to be used as select, non-expansive material satisfies the above Atterberg-limit criteria.).

Flexible base used as non-expansive fill in the building pad should consist of TxDOT Standard Specifications Item 247, Grades 1, 2 or 3, Types A, B, C, or D. The flexible base should be placed in loose lifts not exceeding 8 inches and compacted to a minimum of 95 percent of the material's maximum standard Proctor dry density, at a moisture content of -2 to +2 percentage points of the material's optimum moisture content.

Select fill or flexible base used within the building pad should not extend beyond the perimeter of the structure to prevent it from being a conduit of water beneath the structure.

The following recommendations pertain to soils placed as fill for general site grading and backfilling **outside** the building pad area. The fill in the building pad area should conform to the requirements above and in Section 6.3 of this report.

Clay and shaly clay soils with a plasticity index equal to or greater than 25 should be compacted to a dry density between 93 and 97 percent of standard Proctor maximum dry density (ASTM D 698). The compacted moisture content of the clays during placement should be within the range of 2 to 6 percentage points above optimum.

Clay and calcareous clay soils with a plasticity index equal less than 25 should be compacted to a dry density between 95 and 100 percent of standard Proctor maximum dry density (ASTM D 698). The compacted moisture content of the clays during placement should be within the range of 1 to 4 percentage points above optimum.

Clay fill should be processed and the largest particle or clod should be less than 6 inches prior to compaction.

Compaction should be accomplished by placing fill in about 8-inch thick loose lifts and compacting each lift to at least the specified minimum dry density. Field density and moisture content tests should be performed on each lift.

In cases where either mass fills or utility lines are more than 10 ft deep, the fill/backfill below 10 ft should be compacted to at least 98 percent of standard Proctor maximum dry density (ASTM D-698) and within 2 percentage points of the material's optimum



moisture content. The portion of the fill/backfill shallower than 10 ft should be compacted as outlined above.

Even if fill is properly compacted, fills in excess of about 10 ft are still subject to settlements over time of up to about 1 to 2 percent of the total fill thickness. This should be considered when designing utility lines under pavements and/or wall backfill.

7.4 Groundwater

Groundwater was encountered in Borings 1 and 2 at depths of about 17 to 24 ft below existing grade. From our experience, groundwater could be encountered at shallower depths and in other areas of the site during excavation for foundations, utilities, and other general excavation. The risk of encountering this seepage is increased during or after periods of precipitation. Standard sump pit and pumping procedures should be adequate to control seepage on a local basis. Where sump pits and pumping are not capable of controlling seepage, supplemental dewatering measures (such as, but not limited to, submersible pump in slotted casings and wellpoints) may be required.

In any areas where cuts made to establish final grades, attention should be given to possible seasonal water seepage that could occur through natural cracks and fissures in the newly exposed stratigraphy. Also, seasonal groundwater seepage could occur where limestone is at or near the final site grade and where it is exposed in slopes and cuts. In these areas subsurface drains may be required to intercept seasonal groundwater seepage. The need for these or other dewatering devices should be carefully addressed during construction. Our office could be contacted to visually observe final grades to evaluate the need for such drains.



8.0 LIMITATIONS

Professional services provided in this geotechnical exploration were performed, findings obtained, and recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. The scope of services provided herein does not include an environmental assessment of the site or investigation for the presence or absence of hazardous materials in the soil, surface water or groundwater. ALPHA, upon written request, can be retained to provide these services.

ALPHA TESTING, INC. is not responsible for conclusions, opinions or recommendations made by others based on this data. Information contained in this report is intended for the exclusive use of the Client (and their designated design representatives), and is related solely to design of the specific structures outlined in Section 2.0. No party other than the Client (and their designated design representatives) shall use or rely upon this report in any manner whatsoever unless such party shall have obtained ALPHA's written acceptance of such intended use. Any such third party using this report after obtaining ALPHA's written acceptance shall be bound by the limitations and limitations of liability contained herein, including ALPHA's liability being limited to the fee paid to it for this report. Recommendations presented in this report should not be used for design of any other structures except those specifically described in this report. In all areas of this report in which ALPHA may provide additional services if requested to do so in writing, it is presumed that such requests have not been made if not evidenced by a written document accepted by ALPHA. Further, subsurface conditions can change with passage of time. Recommendations contained herein are not considered applicable for an extended period of time after the completion date of this report. It is recommended our office be contacted for a review of the contents of this report for construction commencing more than one (1) year after completion of this report. Non-compliance with any of these requirements by the Client or anyone else shall release ALPHA from any liability resulting from the use of, or reliance upon, this report.

Recommendations provided in this report are based on our understanding of information provided by the Client about characteristics of the project. If the Client notes any deviation from the facts about project characteristics, our office should be contacted immediately since this may materially alter the recommendations. Further, ALPHA TESTING, INC. is not responsible for damages resulting from workmanship of designers or contractors. It is recommended the Owner retain qualified personnel, such as a Geotechnical Engineering firm, to verify construction is performed in accordance with plans and specifications.



APPENDIX





A-1 METHODS OF FIELD EXPLORATION

Using standard rotary drilling equipment, a total of ten (10) test borings were performed for this geotechnical exploration at the approximate locations shown on the Boring Location Plan, Figure 1. The test boring locations were staked by either pacing or taping and estimating right angles from landmarks which could be identified in the field and as shown on the site plan provided during this study. The locations of test borings shown on the Boring Location Plan are considered accurate only to the degree implied by the methods used to define them.

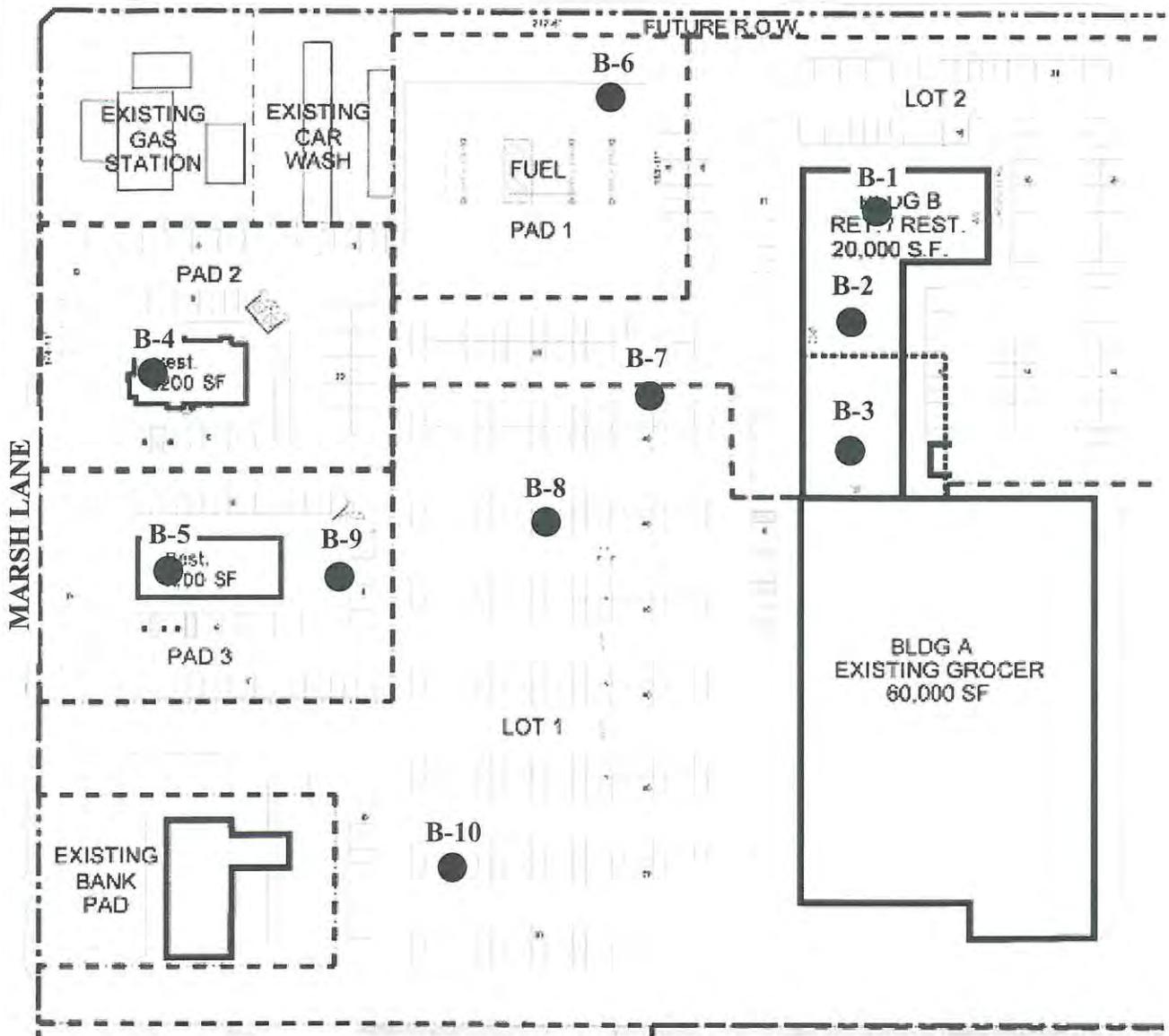
Relatively undisturbed samples of the cohesive subsurface materials were obtained by hydraulically pressing 3-inch O.D. thin-wall sampling tubes into the underlying soils at selected depths (ASTM D 1587). These samples were removed from the sampling tubes in the field and examined visually. One representative portion of each sample was sealed in a plastic bag for use in future visual examinations and possible testing in the laboratory.

Representative samples of the subsurface materials were also obtained employing split-spoon sampling procedures in general accordance with ASTM Standard D 1586. Disturbed samples were obtained at selected depths in the borings by driving a standard 2-inch O.D. split-spoon sampler 18 inches into the subsurface material using either a 170-pound hammer falling 24 inches or and a modified version of a 140-pound hammer falling 30 inches. The number of blows required to drive the split-spoon sampler the final 12 inches of penetration (N-value) is recorded in the appropriate column on the Log of Boring sheets.

Texas Department of Transportation Texas Cone Penetration (TCP) tests were completed in the field to determine the apparent in-place strength characteristics of the rock type materials. A 3-inch diameter steel cone driven by a 170-pound hammer dropped 24 inches is the basis for TxDOT strength correlations. Depending on the resistance (strength) of the materials, either the number of blows of the hammer required to provide 12 inches of penetration, or the inches of penetration of the cone due to 100 blows of the hammer are recorded on the field logs and are shown on the Log of Boring sheets as “TX Cone” (reference: TxDOT Test Method TEX 132-E).

Logs of all borings are included in the Appendix of this report. The logs show visual descriptions of subsurface strata encountered using the Unified Soil Classification System. Sampling information, pertinent field data, and field observations are also included. Samples not consumed by testing will be retained in our laboratory for at least 14 days and then discarded unless the Client requests otherwise.

SPRING VALLEY ROAD



MARSH LANE

N



● Approximate Boring Locations

Geotechnical Exploration
Vitruvian Park - Proposed Retail
Off Marsh Lane and Spring Valley Road
Addison, Texas
Alpha Project No. G152590



Boring Location Plan
Figure 1



B-1 METHODS OF LABORATORY TESTING

Representative samples were evaluated and classified by a qualified member of the Geotechnical Division and the boring logs were edited as necessary. To aid in classifying the subsurface materials and to determine the general engineering characteristics, natural moisture content tests (ASTM D 2216), Atterberg-limit tests (ASTM D 4318) and dry unit weight determinations were performed on selected samples. In addition, pocket-penetrometer tests are conducted on selected soil samples to evaluate the soil shear strength. Results of all laboratory tests described above are provided on either the accompanying Log of Boring or summary data sheets as noted.

In addition to the Atterberg-limit tests, the expansive properties of some of the clay soils encountered were further analyzed by absorption swell tests. The swell test is performed by placing a selected sample in a consolidation machine and applying either the approximate current or expected overburden pressure and then allowing the sample to absorb water. When the sample exhibits very little tendency for further expansion, the height increase is recorded and the percent free swell and total moisture gain calculated. Results of the absorption swell test are provided on the Swell Test Data sheet, Figure 2 included in this appendix.

SWELL TEST DATA

Boring No.	1	2	3	4	5	6	8	9
Average Depth, ft	3	3	3	3	3	3	3	3
Dry Unit Weight, pcf	90	93	82	106	91	96	95	87
Liquid Limit	69	72	73	33	34	40	32	54
Plastic Limit	25	26	27	17	17	18	15	22
Plasticity Index	44	46	46	16	17	22	17	32
Initial Moisture Content	24%	23%	30%	15%	20%	25%	20%	22%
Final Moisture Content	31%	31%	35%	27%	29%	30%	27%	30%
Free Swell	1.3%	4.1%	0.3%	0%	0%	0%	0%	0%

Geotechnical Exploration
Vitruvian Park - Proposed Retail
Off Marsh Lane and Spring Valley Road
Addison, Texas
Alpha Project No. G152590



Swell Test Data
Figure 2

**KEY TO SOIL SYMBOLS
AND CLASSIFICATIONS**

SOIL & ROCK SYMBOLS

	(CH), High Plasticity CLAY
	(CL), Low Plasticity CLAY
	(SC), CLAYEY SAND
	(SP), Poorly Graded SAND
	(SW), Well Graded SAND
	(SM), SILTY SAND
	(ML), SILT
	(MH), Elastic SILT
	LIMESTONE
	SHALE / MARL
	SANDSTONE
	(GP), Poorly Graded GRAVEL
	(GW), Well Graded GRAVEL
	(GC), CLAYEY GRAVEL
	(GM), SILTY GRAVEL
	(OL), ORGANIC SILT
	(OH), ORGANIC CLAY
	FILL

SAMPLING SYMBOLS

	SHELBY TUBE (3" OD except where noted otherwise)
	SPLIT SPOON (2" OD except where noted otherwise)
	AUGER SAMPLE
	TEXAS CONE PENETRATION
	ROCK CORE (2" ID except where noted otherwise)

RELATIVE DENSITY OF COHESIONLESS SOILS (blows/ft)

VERY LOOSE	0 TO 4
LOOSE	5 TO 10
MEDIUM	11 TO 30
DENSE	31 TO 50
VERY DENSE	OVER 50

SHEAR STRENGTH OF COHESIVE SOILS (tsf)

VERY SOFT	LESS THAN 0.25
SOFT	0.25 TO 0.50
FIRM	0.50 TO 1.00
STIFF	1.00 TO 2.00
VERY STIFF	2.00 TO 4.00
HARD	OVER 4.00

RELATIVE DEGREE OF PLASTICITY (PI)

LOW	4 TO 15
MEDIUM	16 TO 25
HIGH	26 TO 35
VERY HIGH	OVER 35

RELATIVE PROPORTIONS (%)

TRACE	1 TO 10
LITTLE	11 TO 20
SOME	21 TO 35
AND	36 TO 50

PARTICLE SIZE IDENTIFICATION (DIAMETER)

BOULDERS	8.0" OR LARGER
COBBLES	3.0" TO 8.0"
COARSE GRAVEL	0.75" TO 3.0"
FINE GRAVEL	5.0 mm TO 3.0"
COURSE SAND	2.0 mm TO 5.0 mm
MEDIUM SAND	0.4 mm TO 5.0 mm
FINE SAND	0.07 mm TO 0.4 mm
SILT	0.002 mm TO 0.07 mm
CLAY	LESS THAN 0.002 mm

Work Session and Regular Meeting**Meeting Date:** 04/10/2018**Department:** City Manager

AGENDA CAPTION:

Consider Action to Approve a **Resolution for an Amendment to the Policy for Naming and Recognition Elements for the Spruill Dog Park.**

BACKGROUND:

At the February 28, 2017 Council meeting, Council approved a resolution adopting a naming and recognition policy for city-owned improvements at Spruill Dog Park. As part of the policy, naming elements are limited to the dog's name, an individual or family name, or a dog-centric business name. A dog-centric business is defined as accommodating dogs or dog owners and/or provide supplies, services and care for dogs. The minimum donation for a dog-centric business is \$1,000.

At the March 27, 2018 Council meeting, this policy was brought back to Council at the request of Mayor Joe Chow and Mayor Pro Tempore Ivan Hughes to discuss a potential change in the requirement for a business to be dog-centric. During the discussion, Council directed staff to remove the phrase "dog-centric" so that all businesses would be eligible to donate. The attached resolution amends the policy as directed by Council.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Amended Spruill Dog Park Naming and Recognition Policy

TOWN OF ADDISON,

TEXAS RESOLUTION NO. _

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AMENDING RESOLUTION NO. R17-12 TO REMOVE THE REQUIREMENT THAT A BUSINESS MAKING A DONATION UNDER THE NAMING AND RECOGNITION CRITERIA FOR SPRUILL DOG PARK BE “DOG-CENTRIC”, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas (“City Council”) recognizes the value of providing quality city-owned dog parks for the use of its citizens; and

WHEREAS, the City Council investigated and determined that a naming and recognition policy at Spruill Dog Park would increase funds available for the beautification and development of Spruill Dog Park; and

WHEREAS, the City Council adopted Resolution No. R17-12 to create naming and recognition criteria for city-owned improvements at Spruill Dog Park (“Criteria”); and

WHEREAS, the City Council has investigated and determined that in order to expand the application of the Criteria and increase the number of potential donors, Resolution No. R17-12 should be amended to remove the requirement that businesses wishing to make a donation under the Policy be “dog-centric”.

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

Section 1. The findings set forth above are incorporated herein for all purposes.

Section 2. The Criteria are hereby amended as follows:

“NAMING AND RECOGNITION CRITERIA-SPRUILL DOG PARK:

1) Definitions:

- a) Spruill Dog Park – that portion of property located within the existing Spruill Park located at 4936 Marcus Avenue, Addison, Texas, and identified on the Spruill Dog Park Construction Documents.
- b) Elements – improvements within Spruill Park that are eligible for naming or recognition in a manner designed solely by the Town of Addison, Texas. Recognition elements will be limited to the project limits defined in the Spruill Dog Park Construction Documents.
- c) ~~A dog-centric business — a business that meets the following criteria: (i) accommodates dogs and dog owners; and/or (ii) provides supplies, services and care for dogs.~~

2) Criteria for naming and recognition on Spruill Dog Park elements:

- a) Individuals who donate a minimum of \$100.00 in funds to the Spruill Dog Park are eligible for recognition on a brick paver. A total number of 1,000 Brick Pavers are available for recognition.
- b) Individuals or ~~dog-centric~~ businesses who donate a minimum of \$1,000.00 in funds to the Spruill Dog Park are eligible for recognition on an individual

flagstone. A total number of 30 individual pieces of flagstone are available for recognition.

- c) Individuals or ~~dog-centric~~ businesses who donate a minimum of \$10,000.00 in funds to the Spruill Dog Park are eligible for recognition on a bench. A total number of 12 benches are available for recognition.
 - d) The Spruill Dog Park may be renamed after individuals or a ~~dog-centric~~ business who donate(s) a minimum of \$250,000.00 in a single gift to Spruill Dog Park.
- 3) Naming Nomenclature
- a) Elements in Spruill Dog park may include the following types of recognition:
 - a.i) Dog Name
 - a.ii) Individual or Family Name
 - a.iii) ~~Dog-Centric~~ Business Name
 - (a.iii.1) Minimum business donation is \$1,000
 - 4) Donations for Spruill Dog Park are tax deductible and should be coordinated with the Addison Legacy Foundation. The Addison Legacy Foundation shall provide the Town with a quarterly fundraising summary for Spruill Dog Park.”

Section 3. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 10th day of April, 2018.

Joe Chow, Mayor

ATTEST:

By: _____
Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

Work Session and Regular Meeting**Meeting Date:** 04/10/2018**Department:** Communications & Marketing**Pillars:** Optimize the Addison Brand**AGENDA CAPTION:**

Consider Action to Approve an **Award of Bid for Rental of Stage, Sound Equipment and Lighting for Special Events to Onstage Systems in an Amount not to Exceed \$192,900 Annually.**

BACKGROUND:

The Town of Addison Special Events Department manages multiple contracts for services for its events that include Taste Addison, Summer Series, Kaboom Town!, and Oktoberfest.

The prior contract for stage, sound equipment and lighting expired April 1, 2018. In anticipation of the expiration date, staff posted a bid to Bidsync on March 6, 2018 and closed it on April 3, 2018. The bid was sent to 576 companies and was advertised for two weeks in The Dallas Morning News and on Bidsync. Two complete bids were received and two incomplete bids were received.

Vendor	Bid Amount
Onstage Systems	\$192,900
In Depth Events, Inc	\$224,555

The contract is for a three-year term with the option to renew for two additional one-year terms. The Town may cancel the agreement without cause at any time.

The budgeted amount for this item is \$170,684.25 in the Special Events Department budget in the Hotel Fund. This is an increase of \$22, 215.75 over the previous year. Additional funds to cover this item will come from a mid-year budget adjustment. The cost will not exceed \$192,900 annually.

The specifications and all associated bid documents can be found in the attached bid packet.

RECOMMENDATION:

Administration recommends approval.

Attachments

Bid Specifications - Special Events Sound/Stage/Lighting

Solicitation 18-51

Rental of Stage, Sound Equipment and Lighting

Bid Designation: Public



Town of Addison

Bid 18-51 Rental of Stage, Sound Equipment and Lighting

Bid Number 18-51
Bid Title Rental of Stage, Sound Equipment and Lighting

Bid Start Date Mar 6, 2018 8:42:05 AM CST
Bid End Date Mar 22, 2018 2:00:00 PM CDT

Bid Contact Wil Newcomer
Purchasing Manager

Bid Contact Michele Womack
Accounting Specialist
Finance

Contract Duration 365 days
Contract Renewal 4 annual renewals
Prices Good for 90 days

Bid Comments ***NO FAX OR EMAIL SUBMITTALS ACCEPTED.**
***ALL LABOR AND MATERIALS FOR INSTALLATION AND REMOVAL OF EQUIPMENT SHALL BE INCLUDED WITH PRICING.**
Added on Mar 6, 2018:
Making a grammar correction in the specifications and adding Site Plans and Event Summary.

Addendum # 1

New Documents	18-51 Stage and Sound Bid Specs.docx 2017 Kaboom Town Site Plan 6.20.pdf 2017 Oktoberfest Site Plan 8.28.pdf 2017 Taste Addison Site Plan 5.02.2017.pdf 2018 Events Summary.pdf
Removed Documents	18-51 Stage and Sound Bid Specs.docx

Item Response Form

Item 18-51--01-01 - Taste of Addison: Main Stage
Quantity 1 lump sum
Unit Price
Delivery Location **Town of Addison**
No Location Specified

Qty 1

Description

Per TOA specification to be all inclusive for Main Stage

Item 18-51--01-02 - Taste of Addison: Bowl Stage

Quantity 1 lump sum

Unit Price

Delivery Location **Town of Addison**

No Location Specified

Qty 1

Description

Per TOA specification to be all inclusive for Bowl Stage

Item 18-51--01-03 - Taste of Addison: Ticket Tent Video

Quantity 1 lump sum

Unit Price

Delivery Location **Town of Addison**

No Location Specified

Qty 1

Description

Per TOA specification to be all inclusive for Ticket Tent

Item 18-51--02-01 - Kaboom: Main Stage

Quantity 1 lump sum

Unit Price

Delivery Location **Town of Addison**

No Location Specified

Qty 1

Description

Per TOA specification to be all inclusive for Main Stage

Item 18-51--03-01 - Summer Series: Summer Series Event

Quantity 1 each

Unit Price

Delivery Location **Town of Addison**

No Location Specified

Qty 1

Description

Per TOA specification to be all inclusive per Summer Series Event

Item 18-51--04-01 - Oktoberfest: Main Stage

Quantity **1 lump sum**
 Unit Price
 Delivery Location **Town of Addison**
No Location Specified

Qty 1

Description

Per TOA specification to be all inclusive for Main Stage

Item **18-51--04-02 - Oktoberfest: Bowl Stage**
 Quantity **1 lump sum**
 Unit Price
 Delivery Location **Town of Addison**
No Location Specified

Qty 1

Description

Per TOA specification to be all inclusive for Bowl Stage

Item **18-51--04-03 - Oktoberfest: Scaffold Towers**
 Quantity **2 each**
 Unit Price
 Delivery Location **Town of Addison**
No Location Specified

Qty 2

Description

Per TOA specification to be all inclusive for Scaffold Towers



REQUEST FOR BID
FOR
RENTAL OF STAGE, SOUND EQUIPMENT AND LIGHTING
BID NO. 18-51

CLOSING: 2:00 PM, MARCH 22, 2018 LOCAL TIME

SUBMISSION:

Request for Bid (hereafter referred to as bids or proposals), in electronic or hard copy, shall include this document, the signature page, and all additional documents as required. Bids/Proposal shall be submitted electronically or if submitting in hard copy, placed in a sealed envelope, signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as outlined below.

FACSIMILE OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF BID/PROPOSAL: All documents may be submitted electronically through <https://www.bidsync.com>. Electronic submittals are preferred. If paper response is necessary please deliver to:

Town of Addison
5350 Beltline Road
Finance Department
Addison, Texas 75001

MARK ENVELOPE ON OUTSIDE: "Bid#18-51 Rental of Stage, Sound Equipment and Lighting"

All responses must be received before closing date and time. Bids/Proposals received in the Finance Department after submission deadline shall be returned unopened and will be considered void and unacceptable. The Town of Addison is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in Finance Office shall be the official time of receipt. The right is reserved as the interest of the Town may require to reject any and all bid/proposals and to waive any informality in the bid/proposals received.

SPECIFICATIONS: 2018 TOWN OF ADDISON BID INSTRUCTIONS**INTENT**

The Town of Addison shall receive bids for the rental of all equipment for events on an as-needed basis. (Please refer to the attached Special Event Calendar for specific events in which equipment will be required.) Some items quantities are listed as totals and vary from event to event.

Rental of Stage, Sound Equipment and Lighting

All references, qualifications, insurance and literature should be attached to bid form.

LOCATION

Addison events will take place within the Town of Addison, primarily focusing on Addison Circle Park, 4970 Addison Circle Drive, located in the Addison Arts and Events District, Addison, TX. Parking areas are located in three parking garages at or near the intersection of the Dallas Parkway and Arapaho Road, field and street parking also available.

Addison Circle Park is 10 landscaped acres and was constructed to double as an outdoor event facility and a park in the off-season. It contains a Pavilion with a catering facility and 20 permanent restrooms, an inter-active water fountain, a 60 x 40 permanent cement stage, a 20 x 20 cement permanent stage, 54 duplex electrical outlets, 14 trash receptacles, 5 sanitary sewer hook-ups and path lighting. There are also three permanent cam lock boxes, one 800 amp (1-400 amp, 2-200 amps in box) and two 400 amp (1-200 amp and 2-100 amp in each box).

INSTALLATION/REMOVAL OF EQUIPMENT

Pending the size of the festival, **contractors will have a maximum of four days to set up for the event and three days to tear down, unless approval has been granted by site coordinator.** Please refer to the attached Special Event Calendar for specific date information. All equipment should be ready and set within adequate time prior to the opening of the event. Set-up times will vary depending on the event and a set-up schedule will be communicated at each pre-event Contractor meeting in which the Contractor is required to attend. Penalty if schedule is not adhered to.

Contractors shall be required to coordinate installation and removal with each other (i.e. electrical, stage and sound, fencing, tents and rentals etc.) Due to the nature of Addison Circle Park, driving on the grass with a motor vehicle will not be permitted unless site coordinator has granted advance permission. If permission is granted, Contractor will be required to lay plywood on grass in order to drive with a motor vehicle. All proven damage sustained to Addison Circle Park from a Contractor will be invoiced for the amount of repair.

CONTRACT LENGTH

If a contract is entered into as a result of this bid, the contract will remain unchanged for a period of three (3) one year terms to include the 2018, 2019, and 2020 calendar year. The Town may extend the contract for two (2) one year terms to include the 2021 and 2022 calendar year, provided that the contractor(s) and Town agree to the contract extension. A price increase based upon the Consumer Price Index (CPI) - Dallas area for each (12) month extension period will be considered for approval during each year of contract renewal not to exceed 4% per 12 month period.

MAINTENANCE

Contractor's representative shall be on-site as scheduled but generally at least two hours prior to the opening time of the event and be available to the site coordinator by cell phone, pager, or radio at all times during set-up, during the event and tear down. Contractor shall have supervisory personnel inspect equipment along with site coordinator prior to the opening of each event.

UNIT QUANTITIES

Addison reserves the right to rent more than or less than the specified quantities listed in each section and to award the bid to one or more bidders. The Contractor(s) will provide a line item invoice to Addison for the actual amount used per event.

SUSTAINABILITY EFFORTS

The Town of Addison supports sustainability efforts. The Contractor may include sustainability options in the bid application.

RENTAL OF STAGE, SOUND EQUIPMENT AND LIGHTING**TASTE ADDISON****TASTE ADDISON MAIN STAGE SOUND CHECKS**

Sound checks for national artists shall be complete one hour before the event opens each day or as scheduled by Town of Addison Stage Manager. Performances are scheduled every hour to an hour and a half. Sound checks and load-in/out shall take place during a maximum of 30-minutes in between band performances. Contractor shall take the necessary measures to ensure this time schedule is adhered to.

TASTE ADDISON MAIN STAGE PERSONNEL

Contractor shall provide a minimum of four qualified operators for the entire event. One shall be qualified to mix and engineer sound; one shall be qualified to run a lighting console and troubleshoot; one shall be qualified to engineer monitors; and one person shall serve as a deck crew person and shall have full knowledge of sound and lights.

TASTE ADDISON MAIN STAGE SOUND EQUIPMENT

The bid does not have to be the exact brand/model specified below; however, it must provide equal or better power and sound quality. All bidders shall provide a detailed list of the sound equipment they are providing.

- 1 L'Accoustics K1-K2 Line Array Sound System (HANGING)
 - 24 K-1 Cabinets Main Hang (12 per side)
 - 8 K-2 Cabinets Side Hang (4 per side)
 - Necessary Subs (12 recommended)
 - Necessary Amps
 - Necessary rigging hardware/truss (Including chain motors)
- 1 Avid Venue SC48 (FOH)
 - Necessary cables/patching
 - Necessary processing equipment
- 1 Avid Venue SC48 (Monitors)
 - Necessary cables/patching
 - Necessary processing equipment
- 12 L'Accoustics 115XT Wedges
- 4 Side Fills (L'Accoustics K2)
- 1 Mic Kit (Necessary for all full bands)
- 1 52 Channel Splitter
- 5 12 Channel Sub Snakes
- 1 Necessary Electrical Distribution
- 1 Mic Stand Package
- 1 200' Snake
- 1 Wireless System for sending House mix to delay towers
- 4 Wireless Handheld Systems

DELAYS (Back of FOH):

- 8 L'Accoustic KUDO Cabinets Flown (4 per side)
- 4 L'Accoustic Subs
- 1 Necessary Amps
- 1 Necessary chain motors for sound and video
- 1 Flying structure to support delays along with a 12' Wide LED Screen (all flown). Structure should be all aluminum box truss (NO SCAFOLDING)

DELAYS (Pergola):

- 16 L'Accoustic KUDO Cabinets Flown (8 per side)
- 6 L'Accoustic Subs
- 1 Necessary Amps
- 1 Necessary chain motors for sound and video
- 1 Flying structure to support delays along with a 16' Wide LED Screen (all flown). Structure should be all aluminum box truss (NO SCAFOLDING)

TASTE ADDISON MAIN STAGE LIGHTING

- 1 Road Hog Full Boar Console
- 1 40' front truss w/60 Par 64 1000W fixtures or LED equivalent
- 1 40' rear truss w/60 Par 64 1000W fixtures or LED equivalent
- 6 Mole Phase "Audience wash" or LED equivalent
- 8 LED Par Unit for truss up light 10ETC 30 Degree Lekos
- 4 Spotlights with ample throw from mix position (Lycian or comparable)
- 120 ETC digital dimmers
- All Cabling to interconnect system
- All Necessary Motors

TASTE ADDISON MAIN STAGE & ROOF EQUIPMENT

- 1 LSD 40' x 40' Rooftop
- 1 20' x 20' x 2 FOH Mix (Two story-spot lights on top level, all aluminum truss/no scaffolding, integrated with FOH Delays)
- 2 20' x 30' wings built over berms
- 1 SL 14' Fly Bay for speakers
- 1 SR 26' Fly Bay for speakers and 16' Wide LED wall
- 1 All necessary motors for all rigging including LED screens

TASTE ADDISON BOWL STAGE SOUND REQUIREMENTS

- 1 Complete 32-channel sound system w/4 monitor feeds including:
- 10 L'Accoustics KUDO Cabinet Array (5 per side, ground supported)
- 4 L'Accoustic Subs
- 1 Mic Package
- 1 Mic Stand Package
- 6 L'Accoustic Monitors (mix from SL)
- 1 Necessary Amps
- 1 Necessary cables

TASTE ADDISON BOWL STAGE LIGHT REQUIREMENTS

- 2 6' Vertical Aluminum box truss
- 12 LED Par units (6 per vertical truss)
- 1 Necessary cables
- 1 Lighting Console

TASTE ADDISON BOWL STAGE STAFFING REQUIREMENTS

Contractor shall provide a minimum of one qualified operators for the entire event. One shall be qualified to mix and engineer sound.

TASTE ADDISON BOWL STAGE EQUIPMENT REQUIREMENTS

Contractor shall provide one stage at the Bowl Stage 20' wide x 24' deep and approximately 3' high with steps on left and right sides of stage, and sound wings. Contractor shall provide fire-retardant, black skirting for front and both sides from stage to ground.

TASTE ADDISON DÉCOR LIGHTING

- 10 40 Degree Leko's with Templates
- 20 LED PAR Units
- 1 Necessary Cabling
- 1 Necessary Console

TASTE ADDISON MAIN STAGE VIDEO REQUIREMENTS

- 1 16:9 5.2mm Video Wall (16' x 9')
- 1 Necessary Processing
- 1 Necessary Cables
- 1 Playback Switcher

TASTE ADDISON FOH VIDEO REQUIREMENTS

- 1 5.2mm Video Wall (16' x 9')
- 1 Necessary Processing

- 1 Necessary Cables
- 1 Feed from Main Stage Screen

TASTE ADDISON TICKET TENT VIDEO REQUIREMENTS

- 1 5.2mm Video Wall (12' x 9')
- 1 Necessary Processing
- 1 Necessary Cables
- 1 Feed from Main Stage Screen

TASTE ADDISON VIDEO REQUIREMENTS

- 1 Static Camera at Mix Position
- 1 Roving Camera at Stage
- 1 Necessary Processing
- 1 Necessary Cables
- 1 Necessary switching equipment to handle cameras and scrolling images between bands

KABOOM**KABOOM MAIN STAGE SOUND CHECKS**

Sound checks for national artists shall be complete one hour before the event opens or as scheduled by Town of Addison Production Manager. Performances are scheduled every hour to an hour and a half. Sound checks and load-in/out shall take place during a maximum of 30-minutes in between band performances. Contractor shall take the necessary measures to ensure this time schedule is adhered to.

KABOOM MAIN STAGE PERSONNEL

Contractor shall provide a minimum of four qualified operators for the entire event. One shall be qualified to mix and engineer sound; one shall be qualified to run a lighting console and troubleshoot; one shall be qualified to engineer monitors; and one person shall serve as a deck crew person and shall have full knowledge of sound and lights.

KABOOM MAIN STAGE SOUND EQUIPMENT

The bid does not have to be the exact brand/model specified below; however, it must provide equal or better power and sound quality. All bidders shall provide a detailed list of the sound equipment they are providing.

- 1 L'Accoustics K1 Line Array Sound System (HANGING)
 - 24 K-1 Cabinets Main Hang (12 per side)
 - 8 K-2 Cabinets Side Hang (4 per side)
 - Necessary Subs (12 recommended)
 - Necessary Amps
 - Necessary rigging hardware/truss (Including chain motors)
- 1 Avid Venue SC48 (FOH)
 - Necessary cables/patching
 - Necessary processing equipment
- 1 Avid Venue SC48 (Monitors)
 - Necessary cables/patching
 - Necessary processing equipment
- 12 L'Accoustics 115XT Wedges
- 4 L'Accoustics K2 (Stage Side Fills)
- 1 Mic Kit (Necessary for all full bands)
- 1 52 Channel Splitter
- 5 12 Channel Sub Snakes
- 1 Necessary Electrical Distribution
- 1 Mic Stand Package
- 1 200' Snake
- 1 Wireless System for sending House mix to delay towers
- 4 Wireless Handheld Systems

KABOOM DELAYS (Back of FOH):

- 6 L'Accoustic KUDO Element Ground Stack
- 2 L'Accoustic Subs
- 1 Necessary Amps

KABOOM DELAYS (Pergola):

- 6 L'Accoustic KUDO Element Ground Stack
- 2 L'Accoustic Subs
- 1 Necessary Amps

KABOOM MAIN STAGE LIGHTING

- 1 Road Hog Full Boar Console
- 2 40' front truss w/60 Par 64 1000W fixtures or LED equivalent
- 3 40' rear truss w/60 Par 64 1000W fixtures or LED equivalent
- 6 Mole Phase "Audience wash" or LED equivalent
- 8 LED Par Unit for truss up light10ETC 30 Degree Lekos
- 4 Spotlights with ample throw from mix position (Lycian or comparable)
- 120 ETC digital dimmers
- All Cabling to interconnect system
- All Necessary Motors

KABOOM MAIN STAGE & ROOF EQUIPMENT

- 1 LSD 40' x 40' Rooftop
- 1 20' x 20' x 2' FOH Mix (all aluminum truss/no scaffolding)
- 1 20' x 30' wings built over berms SL for Monitor World
- 1 SL 14' Fly Bay for speakers
- 1 SR 14' Fly Bay for speakers
- 1 All necessary motors for all rigging

SUMMER SERIES**SUMMER SERIES STAGE SOUND CHECKS**

Sound checks shall be complete 30 minutes before the event opens or as scheduled by Town of Addison Stage Manager. Contractor shall take the necessary measures to ensure this time schedule is adhered to.

SUMMER SERIES PERSONNEL

One qualified audio engineer to also run lighting console and monitors. This operator shall also troubleshoot if necessary.

SUMMER SERIES SOUND EQUIPMENT

The bid does not have to be the exact brand/model specified below; however, it must provide equal or better power and sound quality. All bidders shall provide a detailed list of the sound equipment they are providing.

- 1 32 Channel Sound Console
- 1 100' 32 Channel Snake
- 1 Necessary Amps
- 1 Necessary Cables
- 1 Processing Equipment (EQ, delay, compression, etc.)-Not required if built into console
- 1 Necessary Electrical Distribution
- 1 Mic/Stand Kit

Mains

- 8 L'Accoustics KUDO Cabinets (4 per side ground supported)
- 4 L'Accoustics Subs
- 1 Necessary Amps/cablings

Monitors

- 4 Separate Monitor Mixes
- 6 Claire or equivalent bi-amped wedges
- 1 Necessary Amps/cablings

SUMMER SERIES STAGE EQUIPMENT

- 1 16' x 20' x 2' Stage (CAN BE LEFT FOR THE ENTIRE SERIES AT OWNERS RISK)

SUMMER SERIES LIGHTING

- 1 Lighting Console
- 12 Par LED Wash Units (6 per side)
- 2 Lighting tree stands

ADDISON OKTOBERFEST**ADDISON OKTOBERFEST MAIN STAGE SOUND CHECKS**

Performances begin at 5:00 p.m. on Thursday and Friday and noon on Saturday and Sunday, and are generally scheduled for every 30, 60 or 90 minutes. Sound checks should be complete at least 1 hour prior to the event being open for the first band of each day and then sound checks and load-in/out shall take place during a maximum of 15-minutes in between band performances for the remainder of the bands. Contractor shall take the necessary measures to ensure this time schedule is adhered to.

ADDISON OKTOBERFEST MAIN STAGE PERSONNEL

Contractor shall provide a minimum of four (4) qualified operators for the entire event. One shall be qualified to mix and engineer sound; one shall be qualified to engineer monitors; one shall be qualified to run a lighting console **and** troubleshoot; and one person shall serve as a deck crew person and shall have full knowledge of sound and lights.

OKTOBERFEST MAIN STAGE SOUND EQUIPMENT

The bid does not have to be the exact brand/model specified below; however, it must provide equal or better power and sound quality. All bidders shall provide a detailed list of the sound equipment they are providing.

- 1 L'Accoustics K2 Line Array Sound System (GROUND SUPPORT) (16 total Cabinets; 8 per side; 3 of the 8 are outside fills)
 - Necessary Subs (10 recommended)
 - Necessary Amps
 - Necessary rigging hardware/truss (Including chain motors)
- 1 Avid Venue SC48 (FOH)
 - Necessary cables/patching
 - Necessary processing equipment
- 1 Avid Venue SC48 (Monitors)
 - Necessary cables/patching
 - Necessary processing equipment
- 12 L'Accoustics 115XT Wedges
- 4 L'Accoustics K2 (Stage Side Fills)
- 1 Mic Kit Package
- 1 52 Channel Splitter
- 5 12 Channel Sub Snakes
- 1 Necessary Electrical Distribution
- 1 Mic Stand Package
- 1 200' Snake for FOH
- 4 Wireless Handheld Systems UHF
- 1 5-piece Yamaha drum set and stool

ADDISON OKTOBERFEST MAIN STAGE LIGHTING

- 1 Road Hog Full Boar Console
- 1 30' front truss w/60 Par 64 1000W fixtures or LED equivalent
- 150' Control cable
- 1 All cable to interconnect system

ADDISON OKTOBEREST MAIN STAGE

Contractor shall provide one stage in the main tent that is 40' wide x 30' deep and approximately 5' high with steps on left and right sides of stage, and sound wings. Contractor shall provide fire-retardant, black skirting for front and both sides from stage to ground. Contractor should hang a black curtain to the side of the stage to enclose the backstage area – curtain should be approximately 5' wide and 10' high.

OKTOBERFEST BOWL STAGE SOUND REQUIREMENTS

- 1 Complete 32-channel sound system w/4 monitor feeds including:
- 10 L'Accoustics KUDO Cabinet Array (5 per side, ground supported)
- 4 L'Accoustic Subs
- 1 Mic Package
- 1 Mic Stand Package
- 6 L'Accoustic 115XT Wedges (mix from SL)
- 1 Necessary Amps
- 1 Necessary cables

ADDISON OKTOBEREST BOWL STAGE

Contractor shall provide one stage at the Bowl Stage 20' wide x 24' deep and approximately 3' high with steps on left and right sides of stage, and sound wings. Contractor shall provide fire-retardant, black skirting for front and both sides from stage to ground.

OKTOBERFEST BOWL STAGE LIGHT REQUIREMENTS

- 4 6' Vertical Aluminum box truss
- 20 LED Par units (5 per vertical truss)
- 1 Necessary cables
- 1 Lighting Console

OKTOBERFEST BOWL STAGE STAFFING REQUIREMENTS

Contractor shall provide a minimum of one qualified operators for the entire event. One shall be qualified to mix and engineer sound.

OKTOBERFEST OTHER REQUIREMENTS

Contractor shall provide (2) scaffold towers 8' tall with skirting and platforms for the Police Department.

QUALIFICATION AND REFERENCE STATEMENT

BIDDER:

COMPANY INFORMATION:

Number of years in business?

Number of years at current location?

Do you maintain a permanent commercial business office?

Have you or any present partners or officers failed to complete a contract: If yes, give name of owner and/or surety?

Can you be reached 24 hours a day (in an emergency)?

Pager# Cell Phone#

Answer Svc# Other#

CUSTOMER REFERENCES

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

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.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability 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	TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability 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	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-**

450-7074 or emailed to: purchasing@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#

Company:

Printed Name:

Signature: **Date:**

Town of Addison Indemnification Agreement

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons" and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

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

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

- (i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and**
- (ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest**

extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#:

Company Name:

Signature: Date:

Town of Addison
GENERAL TERMS AND CONDITIONS

By submitting an Offer in response to the Solicitation, the Contractor/Seller (hereafter called Seller) agrees the Contract/Purchase Order shall be governed by the following terms and conditions for goods and services.

1. Applicability: These General Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Bid (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (hereinafter referred to as the "Seller"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Seller. No terms and conditions contained in the Seller's Proposal, Invoice or Statement shall modify the Terms and Conditions. If there is a conflict between the Terms and Conditions and Seller's response to the Town's request for bids or proposals documents (including the provisions of the Seller's form of contract/purchase order), the Terms and Conditions will take precedence and control.
2. Official Solicitation Notification: The Town utilizes the following for official notifications of solicitation opportunities: www.bidsync.com and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town for notifications of solicitation opportunities. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Seller's responsibility to verify the validity of all solicitation information received from any source other than the Town. There will be NO COST to the Seller for using BidSync to respond to Town of Addison solicitations.
3. Seller to Package Goods: Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided and agreed to in writing by Buyer. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Town's count or weight shall be final and conclusive on shipments not accompanied by packing list. Unless otherwise stated in the Town's solicitation, all goods will be new, not used, rebuilt, reconditioned or recycled, will be in first class condition, and will be in containers suitable for site.
4. Shipment Under Reservation Prohibited: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
5. Title and Risk of Loss: Title and risk of loss of the goods will not pass to the Town until the Town actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.

6. Delivery Terms and Transportation Charges: Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. Town shall have the right to designate what method of transportation shall be used to ship the goods. Town assumes and shall have no liability for goods damaged while in transit and or delivered in a damaged condition or that otherwise don't conform to the Terms and Conditions. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the Town of the same, and the Town may return such damaged or non-conforming goods at Seller's sole cost and expense, including costs and expense for freight, delivery, packaging, and shipping.

7. Right of Inspection and Rejection; Backorders: The Town shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the Town Purchasing Manager, may be cancelled by the Town without liability of any kind whatsoever, and payment will not be made for such cancellations.

8. Acceptance of Incomplete or Non-Conforming Goods: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, Town prefers to accept such goods, Town may do so. Seller shall pay all claims, costs, losses and damages attributable to Town's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, Town may deduct such amounts as are necessary to compensate Town for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to Town by Seller.

9. Substitution: Every delivery of goods by the Seller must comply with all provisions of this bid including the specifications, delivery schedule, quantity and quality, and the Terms and Conditions. Any delivery which does not conform to the Buyer's requirements shall constitute a breach of contract. Seller does not have authorization to make or tender substitute goods unless it is agreed to in writing by the Buyer and signed by an authorized representative of Buyer.

10. Payment:

(a) All proper invoices received by the Town will be paid within thirty (30) days of the Town's receipt and acceptance of the goods or of the invoice, whichever is later, unless other terms are specified on the face of the purchase order in the original printing. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the Town may withhold payment hereunder, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.

(b) If partial shipments or deliveries are authorized by the Town, Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

(c) The Town may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of: (i) delivery of defective or non-conforming goods by Seller, or (ii) failure of the Seller to submit proper invoices with all required attachments and supporting documentation, or (iii) failure of Seller to deliver quantity of goods ordered (payment will be made for actual quantities delivered).

(d) The Town's payment obligations are payable only and solely from funds appropriated, budgeted, and available for the purpose of this purchase. The absence of appropriated and budgeted or other lawfully available funds shall render the Contract/Purchase Order null and void to the extent funds are not appropriated and budgeted or available and any goods delivered but unpaid shall be returned to Seller. The Town shall provide the Seller written notice of the failure of the Town to make an adequate appropriation and budget for any fiscal year to pay the amounts due under the Contract/Purchase Order, or the reduction of any appropriation to an amount insufficient to permit the Town to pay its obligations under the Contract/Purchase Order.

11. Invoicing: Send ORIGINAL INVOICE to address indicated on the purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

12. Taxes - Exemption: All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be provided by the Town for the successful Seller

13. Warranty - Price:

(a) Seller warrants the prices quoted in its bid are no higher than Seller's current prices on orders by others for like goods under similar terms of purchase.

(b) Seller certifies that the prices in Seller's bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

(c) In the event of any breach of this warranty, the prices of the items will be reduced to Seller's current prices on orders by others, or in the alternative, the Town may cancel this Contract/Purchase Order without liability to Seller of any kind whatsoever. In addition to any other remedy available, the Town may deduct from any amounts owed to Seller, or otherwise recover, any amounts paid for items in excess of Seller's current prices on orders by others for like goods under similar terms of purchase.

14. Warranty – Title: Without limiting any provision of law, Seller warrants that it has good and indefeasible title to all goods furnished hereunder, and that the goods are free and clear of all liens, claims, security interests and encumbrances. **Seller shall indemnify and hold the Town harmless from and against all adverse title claims to the goods.**

15. Warranty (goods): If goods are sold and furnished to Seller in connection with these Terms and Conditions, Seller represents and warrants that the goods sold and furnished to the Town will be (i) free from defects in design, manufacture, materials and workmanship, (ii) be of merchantable quality and fit for ordinary use, (iii) be in full conformance with Buyer's specifications, drawings and data, with Seller's samples or models furnished in connection herewith, with Seller's express warranties, and with the terms and conditions of the Town's solicitation, and (iv) conform to all applicable Federal, State, and local laws, ordinances, rules, regulations, codes, and to all applicable standards and industry codes and standards. These warranties are in addition to all others given to the Buyer by the Seller or by law. Seller shall not limit, disclaim, or exclude these warranties or any implied warranties, and any attempt to do so shall render this Contract/Purchase Order voidable at the option of the Buyer, and any such limitations, disclaim, or exclusions shall be void and without force or effect.

Unless otherwise specified in a Contract/Purchase Order and approved by the Town in writing, the warranty period shall be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand either repair the defective or non-conforming goods, or replace the non-conforming or defective goods with fully conforming and non-defective goods, at the Town's option and at no additional cost to the Town. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by Seller. The Town shall endeavor to give Seller written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the Town's rights hereunder.

If Seller is unable or unwilling to repair or replace defective or non-conforming goods as required by Town, then in addition to any other available remedy, Town may reduce the quantity of goods it may be required to purchase under the Contract/Purchase Order from Seller, and purchase conforming goods from other sources. In such event, Seller shall pay to Town upon demand the increased cost, if any, incurred by the Town to procure such goods from another source.

If Seller is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to Town. If for any reason the manufacturer's warranty cannot be fully transferred to Town, Seller shall assist and cooperate with Town to the fullest extent to enforce such manufacturer's warranty for the benefit of Town.

16. Warranty (services): If services are provided to Seller in connection with these Terms and Conditions, Seller represents and warrants that all services to be provided to the Town will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of this Contract/Purchase Order, and all applicable Federal, State and local laws, ordinances, rules, regulations and codes. These warranties are in addition to all others given to the Buyer by the Seller or by law. Seller shall not limit, disclaim, or exclude these warranties or any implied warranties, and any attempt to

do so shall render this Contract/Purchase Order voidable at the option of the buyer, and any such limitations, disclaim, or exclusions shall be void and without force or effect.

Unless otherwise specified in the Contract/Purchase Order, the warranty period shall be at least one year from the date of final acceptance of the services by the Town. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the Town. All costs incidental to such additional performance shall be borne by the Seller. The Town shall endeavor to give the Seller written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the Town's rights under this section.

If the Seller is unable or unwilling to perform its services in accordance with the above standard as required by the Town, then in addition to any other available remedy, the Town may reduce the amount of services it may be required to purchase under the Contract/Purchase Order from the Seller, and purchase conforming services from other sources. In such event, the Seller shall pay to the Town upon demand the increased cost, if any, incurred by the City to procure such services from another source.

17. Right to Assurance: Whenever one party to the Contract/Purchase Order in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of this Contract/Purchase Order.

18. Default: Seller shall be in default under this Contract/Purchase Order if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this Contract/Purchase Order (whether or not an obligation is "material" shall be determined by the Town), (b) fails to provide adequate assurance of performance as provided for herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (d) makes a material misrepresentation in Seller's offer or response to Buyer's solicitation, or in any report or deliverable required to be submitted by Seller to the Town.

19. Termination for Cause or Convenience: The Town, at any time, by 30 days written notice to the Seller, has the absolute right to terminate this Contract/Purchase Order, in whole or in part, for cause or for convenience (that is, for any reason or for no reason whatsoever). "Cause" means the Seller's refusal or failure to perform or complete its obligations under this Contract/Purchase Order within the time specified and to the Town's satisfaction, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. If the Town terminates this Contract/Purchase Order for cause, the Seller shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Seller has no further obligation under this Contract/Purchase Order. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to the Contract/Purchase Order, with such exceptions, if any, specified in the notice of termination. Payment shall be made to cover the cost of goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

20. Delay: Town may delay scheduled delivery or other due dates by written notice to Seller if the Town deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract/Purchase Order, the Town and the Seller shall negotiate an equitable adjustment for costs incurred by Seller in the Contract/Purchase Order price and execute an amendment to the Contract/Purchase Order. Seller must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse Seller from delaying the delivery as notified. For purposes of these Terms and Conditions, "days" means calendar days.

21. **SELLER'S INDEMNITY OBLIGATION; INSURANCE**: See attached Town of Addison minimum requirements.

22. Gratuity: Town may, by written notice to Seller, cancel this Contract/Purchase Order without liability to Town if it is determined by Town that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of Town with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract. In the event this Contract/Purchase Order is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.

23. Notices: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this Contract/Purchase Order shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the Town shall be addressed to Town at 5300 Belt Line Road, Dallas, Texas 75254 and marked to the attention of the Town Finance Director.

24. No Warranty By Town Against Infringement: Seller represents and warrants to the Town that: (i) Seller shall provide the Town good and indefeasible title to all goods being sold and/or supplied to the Town, and (ii) such goods in accordance with the specifications in this Contract/Purchase Order will not infringe, directly or indirectly, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of such goods and the Seller does not know of any valid basis for any such claims. The Town's specifications regarding the goods shall in no way diminish Seller's warranties or obligations under this paragraph, and the Town makes no warranty that the production, development, or delivery of goods according to the specifications will not give rise to such a claim or will not will not impact such warranties of Seller, and in no event will Town be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify Town of that opinion. If Seller in good

faith ascertains, prior to production of the goods, that production of the goods according to the specifications will result in infringement or the like, this Contract/Purchase Order will be null and void, and neither Town nor Seller shall have any liability one to the other.

25. Assignment and Successors: The successful Seller shall not assign, transfer, pledge, subcontract, or otherwise convey (collectively, “assign” or “assignment”), in any manner whatsoever, any rights, duties, obligations, or responsibilities of Seller under or in connection with this Contract/Purchase Order, in whole or in part, without the prior written consent of the Town of Addison (and any such assignment without the prior written consent of the Town shall be null and void). Any person or entity to whom Seller assigns any right, duty or obligation shall, as a condition of such assignment, agree to comply with and abide by all provisions of this Contract/Purchase Order, and Seller shall promptly give the Town a true and correct copy of such agreement.

This Contract/Purchase Order shall be binding upon and inure to the benefit of the City and the Seller and their respective successors and authorized assigns, provided however, that no right or interest in the Contract/Purchase Order shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. This Contract/Purchase Order does not and is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to this Contract/Purchase Order.

26. Waiver, Rights, Remedies: All waivers must be in writing and signed by the waiving party. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

27. Modifications: This contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Seller invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of this Contract/Purchase Order.

28. Independent Contractor: Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Town. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

29. Interpretation: This Contract/Purchase Order is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this Contract/Purchase Order. Although the Contract/Purchase Order may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this Contract/Purchase Order.

30. Competitive Pricing: It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.

31. Interlocal Agreement: Successful bidder (Seller) agrees to extend prices for the goods and/or services to be provided by Seller described in this Contract/Purchase Order to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted by law, including under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful bidder (Seller) may be asked by the Town to provide products/services based upon the bid price to any other participant to a cooperative purchasing agreement, and the Seller agrees to do so (such provision will be pursuant to an agreement between Seller and such other participant, and the Town will have no liability or responsibility in connection therewith).

32. Right to Audit: The city shall have the right to examine and audit after reasonable notice any and all books and records, in any form or format whatsoever (including electronic), of Seller that may relate to this Contract/Purchase Order including, without limitation, the performance of Seller, its employees, agents, and subcontractors. Such books and records will be maintained in accordance with generally accepted accounting principles and shall, upon request and at the Town's request, be made available at a location designated by the Town. Seller shall, except for copying costs, otherwise bear all costs of producing such records for examination and copying by the Town. Unless otherwise agreed by the Town, such books and records must be made available to the Town within five business days after the Seller's receipt of a written notice from the Town requesting the same. The provisions of this paragraph shall survive the termination of this agreement. Seller shall retain all such books and records for a period of three (3) years after final payment on this Contract/Purchase Order or until all audit and litigation matters that the Town has brought to the attention of the Seller are resolved, whichever is longer. The Seller agrees to refund to the Town any overpayments disclosed by any such audit. The Seller shall include a similar audit right on behalf of the Town in all subcontractor agreements entered into in connection with this Contract/Purchase Order.

33. Correspondence: The Bid number must appear on all correspondence and inquiries pertaining to the Request for Bid or to quotes. The Purchase Order number must appear on all invoices or other correspondence relating to the Contract/Purchase Order.

34. Easement Permission: The contractor shall not enter or use private property except as allowed by easements shown on the contract documents or if the contractor obtains specific written permission from the property owner.

35. Alternates - Samples: If bidding on other than the item solicited by the Town, Seller's bid must identify the item's Trade Name, Manufacturer's Name and/or Catalog Number, and certify the item offered is equivalent to the item solicited by the Town. Descriptive literature must be submitted with alternate brands. Samples shall be furnished free of expense to the Town and if requested, may be returned at bidder's expense.

36. Error - Quantity: Bids must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
37. Acceptance: The right is reserved to the Town to accept or reject all or part of the bid, and to accept the offer considered most advantageous to the Town by line item or total bid.
38. Term Contracts: Except as otherwise provided herein, prices must remain firm for the entire Contract/Purchase Order period, including any periods of extension or renewal. At the time of any renewal or extension of the Contract/Purchase Order, the Town or the Seller may request a price adjustment based upon the economy. All requests for a price adjustment must include detailed documentation and rationale to support the requested adjustment. The party to whom a request for price adjustment is made may, in its sole discretion, accept or reject the request. Any price adjustment must be mutually agreed upon in writing by the parties, and shall be effective for the applicable renewal term.
39. Term Contract Quantities: The quantities (if any) in the request for bid are estimated requirements and the Town reserves the right to increase or decrease the quantities or cancel any item to be furnished. The successful bidder (Seller) shall have no claim against the Town for anticipated profits for quantities diminished or deleted.
40. Term Contract Shipments: The Seller will make shipments under this Contract/Purchase Order only when requested and only in the quantities requested. Seller shall comply with minimum shipments or standard packaging requirements (if any) included in the Contract/Purchase Order.
41. Contract Renewal Options: In the event a clause for option to renew for an additional period is included in the request for bid, all renewals will be based solely upon the option and agreement between the Town and the Seller. Either party dissenting will terminate the Contract/Purchase Order in accordance with its initial specified term.
42. Electronic Signature – Uniform Electronic Transactions Act: The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.
43. Funding Out Clause: This Contract/Purchase Order may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this Contract/Purchase Order; (2) funds for this Contract/Purchase Order are not appropriated and/or budgeted by the City Council of the Town; and (3) funds for this Contract/Purchase Order that are or were to be provided by grant or through a third party are withheld, denied or are otherwise not available to the Town.
44. Dispute Resolution: Pursuant to subchapter I, Chapter 271, Texas Local Government Code, Seller agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Contract/Purchase Order (a “Claim”), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Seller to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a

written response to be delivered to the Seller not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Seller, the Seller shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in a effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

45. Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7th business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. 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. The questionnaire may be found at www.ethics.state.tx.us/forms/CIQ.pdf By submitting a response to this request, Seller represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

46. Force Majeure: To the extent either the Town or Seller shall be wholly or partially prevented or delayed from the performance of this Contract/Purchase Order or of any obligation or duty under this Contract/Purchase Order placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

47. BAFO: During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

48. Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

49. Applicable Law: This agreement shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted by the State of Texas (excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction), as effective and in force on the date of this Contract/Purchase Order, without regard

to its conflict of laws rules or the conflict of law rules of any other jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive or any other relief from any competent authority as contemplated herein.

50. Venue: This Contract/Purchase Order is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this Contract/Purchase Order shall lie exclusively in Dallas County, Texas. Seller submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

51. Cost of Response: Any cost incurred by the Seller in responding to the Request for Proposal is the responsibility of the Seller and cannot be charged to the Town.

52. Prohibition Against Personal Interest in Contracts: No Town of Addison officer or employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.

53. Prior or Pending Litigation or Lawsuits: Each Seller must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Seller or in which the Seller has been judged guilty or liable.

54. Severability: The invalidity, illegality, or unenforceability of any provision of this Contract/Purchase Order shall in no way affect the validity or enforceability of any other portion or provision of this Contract/Purchase Order. Any void or invalid provision shall be deemed severed from this Contract/Purchase Order and the balance of the Contract/Purchase Order shall be construed and enforced as if the Contract/Purchase Order did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract/Purchase Order to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract/Purchase Order from being void should a provision which is the essence of the Contract/Purchase Order be determined to be void.

55. Headings; "Includes": The headings of this Contract/Purchase Order are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof. 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.

56. Conflict: When there is a conflict between the this purchase order (including, without limitation, these Terms and Conditions) and the Seller's invoice, this purchase order shall prevail.

57. Response Contractual Obligation; Waiver: This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding

between the successful Seller and the Town. No different or additional terms will become part of this Contract/Purchase Order except as properly executed in an addendum or change order. **By submitting a bid, Seller waives any claim it has or may have against the Town, its officials, officers, employees, and agents, arising out of or in connection with the administration, evaluation, or recommendation of any bid, acceptance or rejection of any bid, and the award of a contract.**

58. No Waiver of Immunity. Notwithstanding any other of this Contract/Purchase Order, nothing in this Contract/Purchase Order 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 Town, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

59. No Boycotting Israel. The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM MAY NOT BE COMPLIANT

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be

notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of _____ Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website.

<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number _____ and expire date _____.

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: Date:

Title:

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

10/17/17



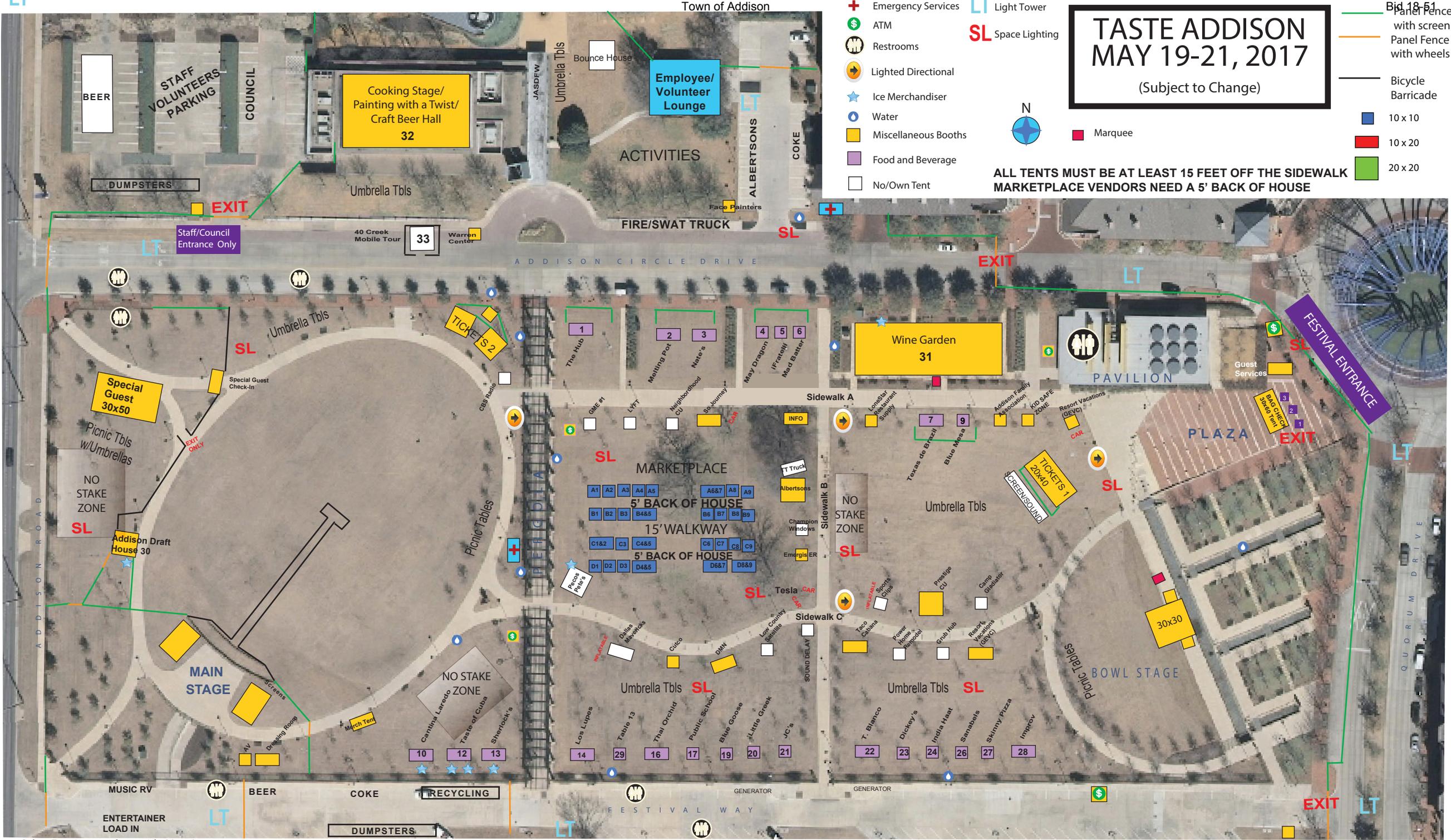
TASTE ADDISON MAY 19-21, 2017

(Subject to Change)

- + Emergency Services
- \$ ATM
- ♿ Restrooms
- ➔ Lighted Directional
- ★ Ice Merchandiser
- Water
- Miscellaneous Booths
- Food and Beverage
- No/Own Tent
- LT Light Tower
- SL Space Lighting
- Marquee

- Panel Fence with screen
- Panel Fence with wheels
- Bicycle Barricade
- 10 x 10
- 10 x 20
- 20 x 20

**ALL TENTS MUST BE AT LEAST 15 FEET OFF THE SIDEWALK
MARKETPLACE VENDORS NEED A 5' BACK OF HOUSE**



Other Fencing needs outside Map Area:
3/19/2018 8:31 AM
Crossroads gate/parking lot - 65' panel with windscreen

ICE
LT Broadway West
Broadway East

LT Carnival West
Carnival East

CARNIVAL

LT Spectrum Field
Edwin Lewis & Quorum

LT Gravel Lot
LT 2 @ Air Port

KABOOM TOWN! July 3, 2017 (Subject to Change)

ALL TENTS MUST BE AT
LEAST 15 FEET OFF
THE SIDEWALK



- ATM
- Water
- Restroom
- Gray Water Barrel
- Lighted Directional
- Sponsor/Activities/TOA Tents
- Bringing Own Tent
- Food - Taste of Cuba
- Beverage Sales - Taste of Cuba
- Sidewalk
- Light Tower
- Space Lighting
- Normal fence
- Bike Rack
- Panel fence with screen
- Panel fence with wheels



4 Units at Car Wash Parking Lot

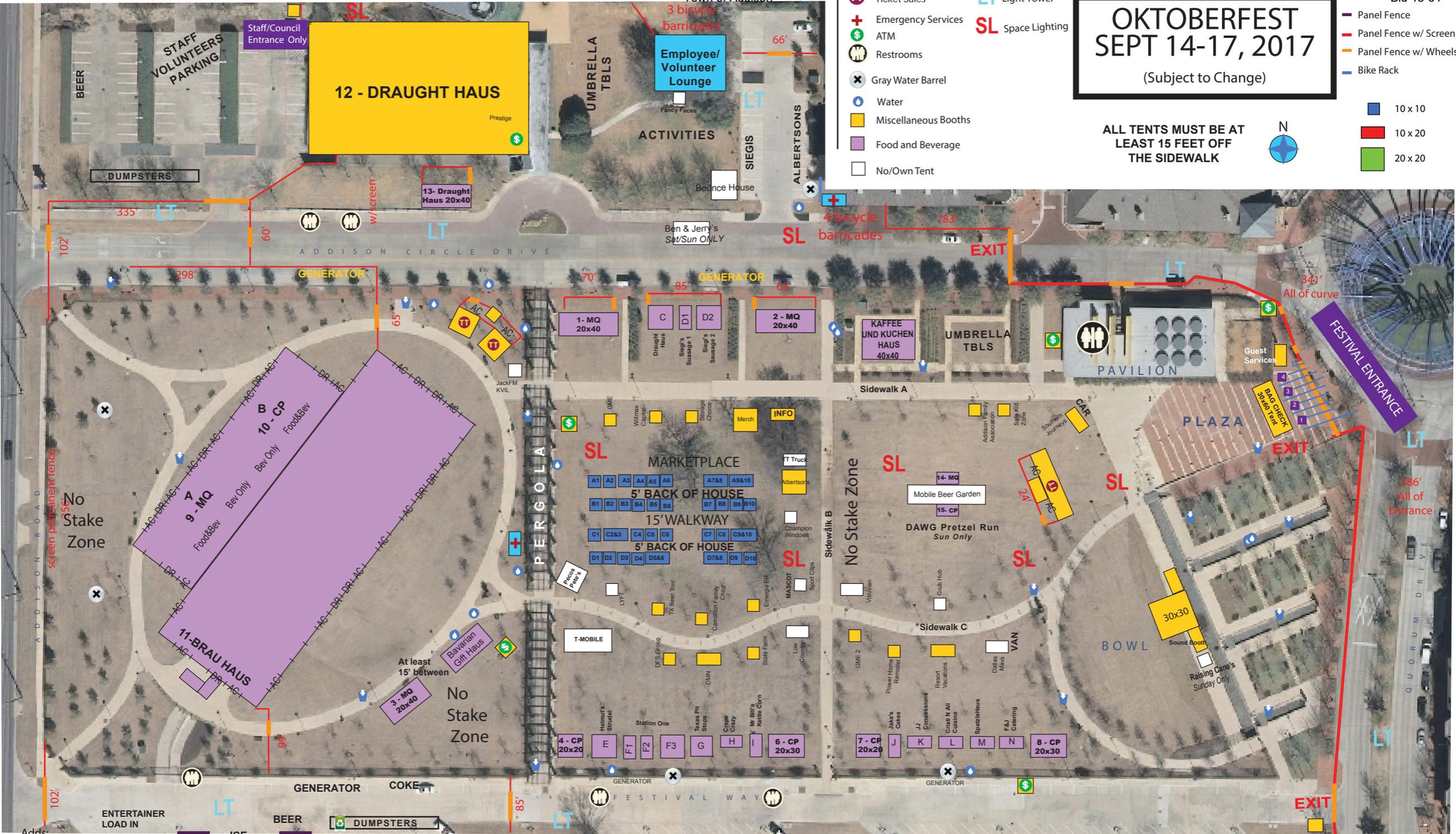
LT Edwin Lewis @ Spectrum

OKTOBERFEST SEPT 14-17, 2017

(Subject to Change)

- Ticket Sales
- Emergency Services
- ATM
- Restrooms
- Gray Water Barrel
- Water
- Miscellaneous Booths
- Food and Beverage
- No/Own Tent
- Light Tower
- Space Lighting
- Panel Fence
- Panel Fence w/ Screen
- Panel Fence w/ Wheels
- Bike Rack
- 10 x 10
- 10 x 20
- 20 x 20

ALL TENTS MUST BE AT
LEAST 15 FEET OFF
THE SIDEWALK



Adds:
1) Broadway: 3 panels
2) Broadway: 3 panels

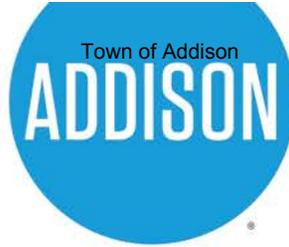
3) McIntire: 3 Panels
4) DART: 2 Bicycle Barricades

5) Arapaho/Quorum: 72' Bicycle Barricades

CARNIVAL
2 @ Broadway

CARNIVAL
2 @ Carnival Field

CARNIVAL



2018 SPECIAL EVENTS



TASTE ADDISON

May 18-20 • Addison Circle Park
TasteAddisonTexas.com

A celebration of food, music, and fun, this three-day festival features more than 25 Addison restaurants serving generous samplings of their food at reduced prices. Festivities include musical entertainment, carnival rides, wine & beer tastings, children's entertainment and more. Admission is \$20 for ages 12 and older.



SUMMER SERIES

Saturdays, June-August • Beckert Park
AddisonSummerSeries.com

Guests can pack a picnic and enjoy live entertainment Saturday nights in June, July and August. Admission is free.

ADDISON KABOOM TOWN! ®

July 3 • Addison Circle Park
AddisonKaboomTown.com

Addison's most explosive party of the year features dazzling fireworks choreographed to music, food, live music, the Addison Airport Air Show featuring the spectacular Cavanaugh Flight Museum's historic warbird flyover and more. Admission is free.



ADDISON OKTOBERFEST

September 20-23 • Addison Circle Park
AddisonOktoberfest.com

Named one of the country's most authentic Oktoberfest celebrations by *Forbes* and *USA Today*, Addison Oktoberfest features four days of family-oriented entertainment. Serving special "Oktoberfest" beer along with incredible German culinary fare. The festival also includes a Marketplace, music, and kid-friendly options like rides, midway games, and much more. Admission is \$10 for ages 12 and older.



[Facebook.com/VisitAddison](https://www.facebook.com/VisitAddison)
[Twitter.com/VisitAddison](https://twitter.com/VisitAddison)
[Instagram.com/VisitAddison](https://www.instagram.com/VisitAddison)

**SPECIAL
EVENTS**

P.O. Box 9010
Addison, TX 75001

phone: 972.450.2851
fax: 972.450.6225

ADDISONTEXAS.NET

**IT ALL COMES
TOGETHER.**

Question and Answers for Bid #18-51 - Rental of Stage, Sound Equipment and Lighting

Overall Bid Questions

Question 1

Is there a pre-bid meeting for this bid? (Submitted: Mar 12, 2018 10:36:18 AM CDT)

Answer

- There is no pre-bid meeting for this bid. Thank you for the question. (Answered: Mar 15, 2018 8:53:37 AM CDT)

Work Session and Regular Meeting

Meeting Date: 04/10/2018

Department: Infrastructure- Development Services

AGENDA CAPTION:

Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Changing the Zoning on the Vacant Parcel, Directly to the East of Springhill Suites by Marriott, at the Southwest Corner of Edwin Lewis Drive and Quorum Drive, Which Property is Currently Zoned Planned Development (PD) Through Ordinance No. O92-020, to a New PD in Order to Allow the Development of a One Story Single-Tenant Office Building.** Case 1773-Z/Western International Offices.

BACKGROUND:

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 20, 2018, voted to recommend approval of an ordinance changing the zoning on the vacant parcel, directly to the east of Springhill Suites by Marriott, at the southwest corner of Edwin Lewis Drive and Quorum Drive, which property is currently zoned Planned Development (PD) through Ordinance No. O92-020, by approving a new PD in order to allow the development of a one story single-tenant office building subject to the following conditions:

- The patio be decreased fronting Edwin Lewis Drive by at least 4 feet so as to provide a straight 8-foot-wide pedestrian path
- The transformer be relocated out of the public sidewalk onto the area currently proposed as three parking spaces at the bottom of the garage ramp
- The property be replatted to dedicate the areas adjacent to the property as either public right-of-way or as easements allowing for the placement of public sidewalks, utilities and street lights

Voting Aye: Dougan, Groce, Meleky, Resnik, Souers, Wheeler

Voting Nay: Quintanilla

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none

Please refer to the attached staff report and plans for additional information on this case. Please note that the plans attached to the agenda reflect the plans that were presented to the Planning and Zoning Commission. The attached ordinance references an Exhibit B that will include the development plans ultimately approved by Council. Exhibit B will be attached to the ordinance once the plans are updated based on the City Council’s direction.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - 1773-Z

Staff Report - 1773-Z

Plans - 1773-Z

1TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, CREATING PLANNED DEVELOPMENT DISTRICT _____ BASED ON URBAN CENTER (UC) DISTRICT REGULATIONS WITH MODIFIED DEVELOPMENT STANDARDS, ON 1.0193 ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF QUORUM DRIVE AND EDWIN LEWIS DRIVE, ON APPLICATION FROM ASPRING PROPERTY, LP, PROVIDING FOR APPROVAL OF A DEVELOPMENT PLAN FOR A 20,050 SQUARE-FOOT OFFICE BUILDING; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the “City”) is a home rule municipality having full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

WHEREAS, at its regular meeting held on March 20, 2018, the Planning & Zoning Commission considered and made recommendations on a request for a Planned Development District (Case No.1773-Z); and

WHEREAS, this change of zoning is in accordance with the adopted Comprehensive Plan of the Town of Addison, as amended; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at the public hearing, and other relevant information and materials, the City Council of the Town of Addison, Texas finds that this ordinance promotes the general welfare and safety of this community.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS THAT:

Section 1. The recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

Section 2. Planned Development District _____ is hereby established for the 1.0193 acre of land located at the southwest corner of Quorum Drive and Edwin Lewis Drive, and more specifically described in **Exhibit A** attached hereto and incorporated herein (the “Property”), in accordance with all Urban Center (UC), district development regulations contained in the Town of Addison, Code of Ordinances, as amended, with the following special conditions:

- A. The patio fronting Edwin Lewis Drive must allow for a straight, eight-foot-wide pedestrian path.

- B. The property shall be replatted to dedicate the areas adjacent to the property as either public rights-of-way or as easements allowing for the placement of public sidewalks, utilities and street lights.
- C. The property may be developed with modifications to the Urban Center (UC) design standards for façade materials, building height, building setback and parking requirements as shown on **Exhibit B** attached hereto and incorporated herein.

Section 3. The property shall be improved in accordance with the site plan, floor plan, landscape plans, and building elevations set forth in **Exhibit B**.

Section 4. Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

Section 5. The provisions of this Ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this Ordinance, or application thereof to any person, firm, corporation or other business entity or any circumstance, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining or other parts or portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining parts or portions of this Ordinance despite such unconstitutionality, illegality, or invalidity, which remaining portions shall remain in full force and effect.

Section 6. All ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 7. This Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS,
on this the 10th day of April, 2018.

Joe Chow, Mayor

ATTEST:

Christie Wilson, Interim City Secretary

CASE NO: 1773-Z/Western International Offices

APPROVED AS TO FORM:

Ordinance No. _____

Brenda N. McDonald, City Attorney

PUBLISHED ON:

EXHIBIT A

WHEREAS ASPRING PROPERTY, L.P., is the sole owner of a tract of land situated in the G. W. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas, and being Lot 2, Quorum Centre - East No. 2 Addition, an addition to the Town of Addison according to the plat recorded in Volume 2001188, Page 145, Deed Records, Dallas County, Texas, and being part of that certain tract of land conveyed to Aspring Property, L.P. by deed recorded in Volume 2001127, Page 8936, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with yellow plastic cap stamped "PATE ENGINEERS" found for the northwest corner of said Lot 2 on the south right-of-way line of Edwin Lewis Drive (a 60' right-of-way):

THENCE South 89° 35' 00" East, along the south right-of-way line of said Edwin Lewis Drive and the north line of said Lot 2, a distance of 151.97 feet to a copper disc found for corner at the intersection of the south right-of-way line of said Edwin Lewis Drive and the cut-off line between the south right-of-way line of said Edwin Lewis Drive and the west right-of-way line of Quorum Drive (a variable width right-of-way);

THENCE South 44° 56' 47" East, along said cut-off line, a distance of 14.22 feet to a chiseled "X" in concrete found for corner on the west right-of-way line of said Quorum Drive and the east line of said Lot 2;

THENCE along the west right-of-way line of said Quorum Drive and the east line of said Lot 2, the following courses and distances:

South 00° 15' 05" East, a distance of 43.44 feet to a chiseled "X" in concrete found;

South 03° 04' 11" West, a distance of 75.00 feet to a chiseled "X" in concrete found at the beginning of a tangent curve to the right;

In a southwesterly direction along said tangent curve to the right whose chord bears South 07° 49' 37" West, a distance of 39.48 feet, having a radius of 238.00, a central angle of 09° 30' 53" and an arc length of 39.52 feet to a chiseled "X" in concrete found for corner at the beginning of a reverse curve to the left;

In a southwesterly direction along said reverse curve to the left whose chord bears South 06° 10' 00" West, a distance of 53.21 feet, having a radius of 238.00 feet, a central angle of 12° 50' 07" and an arc length of 53.32 feet to a 5/8" iron rod with yellow plastic cap stamped "PATE ENGINEERS" found for corner at the end of said reverse curve to the left;

South 00° 15' 05" East, a distance of 67.56 feet to a chiseled "X" in concrete found for the southeast corner of said Lot 2 and an east corner of Lot 1 of said Quorum Centre - East No. 2 Addition;

EXHIBIT A

THENCE departing the west right-of-way line of said Quorum Drive and along the common lines between said Lot 1 and said Lot 2 the following courses and distances:

North 90° 00' 00" West, a distance of 136.12 feet to a 5/8" iron rod with yellow plastic cap stamped "PATE ENGINEERS" found for corner;

North 45° 07' 33" West, a distance of 14.17 feet to a 5/8" iron rod with yellow plastic cap stamped "PATE ENGINEERS" found for corner;

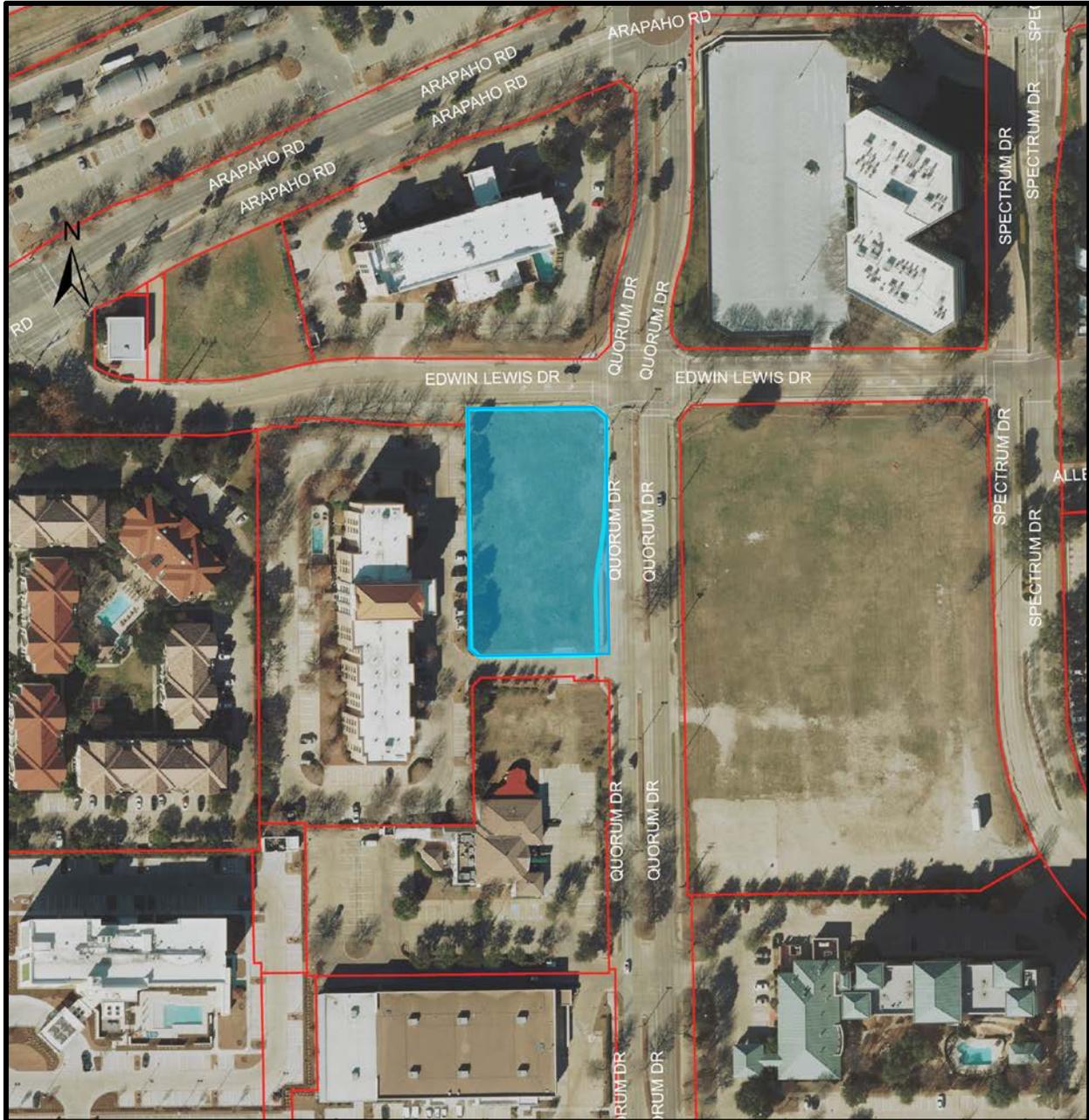
North 00° 15' 05" West, passing at a distance of 261.45 feet a 5/8" iron rod with yellow plastic cap stamped "PATE ENGINEERS" found at the northeast corner of said Lot 1, continuing along the west line of said Lot 2 and the south right-of-way line of said Edwin Lewis Drive a total distance of 279.07 feet to the POINT OF BEGINNING and containing 44,398 square feet or 4.019 acres, more or less.

EXHIBIT B

1773-Z

PUBLIC HEARING Case 1773-Z/Western International Offices. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing the zoning on the vacant parcel, directly to the east of Springhill Suites by Marriott, at the southeast corner of Edwin Lewis Drive and Quorum Drive, which property is currently zoned Planned Development (PD) through Ordinance No. O92-020, to a new PD in order to allow the development of a one story office building.

LOCATION MAP



**INFRASTRUCTURE &
DEVELOPMENT SERVICES**

16801 Westgrove Drive
Addison, TX 75001

P.O. Box 9010
Addison, TX 75001

phone: 972.450.2880
fax: 972.450.2837

ADDISONTEXAS.NET

**IT ALL COMES
TOGETHER.**



March 15, 2018

STAFF REPORT

RE: Case 1773-Z/Western International Offices

LOCATION: Southeast corner of Edwin Lewis Drive and Quorum Drive

REQUEST: Approval of an ordinance changing the zoning on the vacant parcel, directly to the east of Springhill Suites by Marriott, at the southeast corner of Edwin Lewis Drive and Quorum Drive, which property is currently zoned Planned Development (PD) through Ordinance No. 092-020, to a new PD to allow the development of a one story, single tenant, office building

APPLICANT: Ron Smith, with Mayse and Associates Inc.

DISCUSSION:

Background: This 1.0193-acre vacant site was originally part of a Planned Development (PD) district, approved in 1992 through Ordinance No. 092-020 for a proposed big box retail development. Subsequently, portions of the larger site were carved out, rezoned and developed as the Springhill Suites by Marriott, Hyatt House Addison and Arthur's Prime Steaks and Seafood restaurant. These actions left the remaining site vacant with zoning requirements that can no longer be met.

Western International, a Dallas-based developer, owner and manager of Marriott and Hilton franchised hotels, intends to develop the site for their corporate headquarters. Given the limitations of the existing PD, such action requires rezoning.

Recently, the Town has emphasized extending Addison Circle south toward Belt Line Road. The Town developed the Quorum Art Walk Concept which calls for increased pedestrian connections and amenities along Quorum from Addison Circle through the South Quorum Area. In recent development requests, the Town worked with property owners along this corridor to follow the Urban Center (UC) zoning standards and to require streetscape improvements in accordance

with the new Master Transportation Plan. This is most notably seen in the 2017 approval of the AMLI residential development, located across Quorum Drive from this property.

Proposed Plan: The applicant is proposing a one story, single-tenant, 20,050 square-foot office building with surface parking and below-grade parking. The square footage includes an area adjacent to the below-grade parking that would serve as space for future growth as needed.

As noted above, staff and the applicant have approached this project as an extension of Addison Circle. A new Planned Development district is being proposed based, in part, on the Urban Center zoning district standards as well as the streetscape standards established in the Master Transportation Plan. The remainder of this report will note how the proposed development does and does not follow these requirements.

Building Height: Urban Center standards state that all buildings must be at least 40 feet in height. This was intended to require multi-story structures. The proposed building is a single-story office building sitting on top of a mostly below-grade parking structure. The building would sit approximately 5 feet above grade to accommodate the parking underneath. The main parapet would extend 34 feet above grade with a tower structure on the southeast corner of the building extending to 40.5 feet.

Staff believes that the proposed height is reasonable for this property given its relatively small size.

Building Setback: The Urban Center standards typically require that buildings be set back 10 feet from the edge of the sidewalk. For AMLI, the Town kept the 10-foot requirement for Quorum Drive, but allowed the setback along Edwin Lewis to be as little as 2 feet. Staff is proposing to mirror the AMLI requirements for this property. The site plan shows the building to be setback 10 feet from Quorum Drive and 2 feet from Edwin Lewis Drive.

Additionally, the Urban Center requirements have allowed for patios and overhangs to extend beyond the setback requirement up to the edge of the sidewalk. The proposed plans show a patio at the northeast corner of the building extending 6 feet on both the Quorum and Edwin Lewis frontages. The patio along Quorum Drive is consistent with what has been approved for other structures under the Urban Center requirement. Along Edwin Lewis, however, the building is only setback 2 feet from the edge of the sidewalk. The proposed patio extends into what would typically be part of the sidewalk. To account for this, the applicant is proposing to reroute the sidewalk. In staff's opinion, this is problematic and will be discussed in more detail below.

Building Elevations: Urban Center standards require all exterior building facades fronting or visible from public streets to be a minimum of 90% brick. Staff has noted this requirement through plan review comments, as well as several discussions with the applicant. The applicant has expressed the desire to have a building constructed mainly of leuders stone. The proposed façade plans provide 92-95% leuders stone per building facade. This does not meet the requirements of the UC district.

The Town has provided some flexibility to this requirement in the past allowing for additional accent materials. AMLI and Meridian Square, for example, were allowed to include stone bands. These buildings, however, remain predominately brick. If the Town's desire is to establish this area as an extension of Addison Circle, staff believes that it is important that future development along the corridor emphasize architectural consistency so that people will feel as if they are part of Addison Circle in the future.

Parking: The Urban Center standards require that one parking space be provided per 300 square feet of office use. Based on the proposed building area of 20,050 square feet, the applicant is required to provide 67 parking spaces. The plan provides a total of 63 new parking spaces, with 38 spaces in the below-grade parking structure, 15 spaces in the surface parking lot, and 10 spaces within the public right-of-way as on-street parking along Quorum Drive and Edwin Lewis Drive. Additionally, the Urban Center standards allow for on-street parking within 300 feet of a use to count toward parking requirements. Given, the on-street parking being added as part of the AMLI project, there is sufficient parking to meet the demand for this building.

Landscaping: The landscape plans have been reviewed by the Parks Department to ensure compliance with the Town's Landscape Ordinance. The plans show that the developer is proposing to mimic the requirements found in the UC zoning district for Addison Circle along Quorum Drive and Edwin Lewis Drive with street trees in planting beds and a 10-foot minimum front yard with landscaping along Quorum Drive.

Streetscapes: In 2014, the Town developed a conceptual plan to enhance the pedestrian experience between Addison Circle and the office buildings south of Belt Line Road. The Quorum Art Walk focused on improving Quorum Drive with wider sidewalks and pedestrian lighting, moving to a more urban design standard with street trees and smaller building setbacks, providing east/west trails to get pedestrians to Quorum, and providing spaces for enhanced bus shelters and public art. The concepts were included in the recently adopted Master Transportation Plan (MTP).

The MTP established streetscape standards for the various street types. Quorum Drive is a Minor Arterials and Edwin Lewis Drive is a Commercial Collector. The applicant is proposing to construct Quorum and Edwin Lewis to the Urban Pedestrian standard which includes on-street parking, landscape beds with street trees and an 8-foot-wide sidewalk.

To accomplish this, the applicant and staff are proposing to eliminate the deceleration lane at the entrance of the property along Quorum Drive. The Engineering Department conducted a review of the trip generation of the existing and proposed uses and determined that the lane was not necessary to meet Town design standards.

As noted above, the applicant is proposing a patio at the northeast corner of the building. The patio will extend into the typical alignment of the sidewalk along Edwin Lewis Drive. The applicant has proposed pushing the pedestrian path closer to the street. This is problematic for a variety of reasons and should be avoided, if possible. The intent of the Town's standards is to create a uniform public realm, while pushing the pedestrian path closer to the street introduces an atypical

design at a prominent corner. Second, because of the corner and the required accessible crosswalk ramps, the flat portion of the sidewalk narrows to 5.5 feet adjacent to the Edwin Lewis crossing ramp and 4 feet adjacent to the Quorum crossing ramp. This is inconsistent with the intent of the pedestrian standards contemplated in the Master Transportation Plan and, depending on the design, could cause trip hazards. Furthermore, shifting the sidewalk does not align with the pedestrian improvements AMLI is providing across Quorum Drive.

Lastly, the applicant introduced a transformer on the most recent submittal at the northwest corner of the property. Should the streetscape ever be extended further west, the transformer will block the typical path of the sidewalk. An alternative location should be found. Staff has discussed the possibility of moving the retaining wall and losing the three parking spaces at the bottom of the ramp to the below-grade parking. This would provide a location for the transformer that would not obstruct pedestrian traffic with minimal impact to parking. With the public on-street parking in the area, this would not affect compliance with parking requirements.

RECOMMENDATION: **CONDITIONAL APPROVAL**

The submitted plans for this development for the most part reflect the Urban Center (UC) zoning district standards. Ideally, the district calls for larger more dense development. That being said, given this site's size limitations, physical constraints, existing utility locations, and the applicant's efforts toward providing enhanced landscape and hardscape, Staff recommends approval of the proposed Planned Development district, subject to the following conditions.

- The façade plan be revised to comply with the 90% brick requirement of the Urban Center district
- The patio be decreased fronting Edwin Lewis Drive by at least 4 feet so as to provide a straight 8-foot-wide pedestrian path
- The transformer be relocated out of the public sidewalk
- The property be replatted to dedicate the areas adjacent to the property as either public right-of-way or as easements allowing for the placement of public sidewalks, utilities and street lights



Case 1773-Z/Western International Offices
March 20, 2018

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 20, 2018, voted to recommend approval of an ordinance changing the zoning on the vacant parcel, directly to the east of Springhill Suites by Marriott, at the southeast corner of Edwin Lewis Drive and Quorum Drive, which property is currently zoned Planned Development (PD) through Ordinance No. O92-020, by approving a new PD in order to allow the development of a one story single-tenant office building subject to the following conditions:

- The patio be decreased fronting Edwin Lewis Drive by at least 4 feet so as to provide a straight 8-foot-wide pedestrian path
- The transformer be relocated out of the public sidewalk onto the area currently proposed as three parking spaces at the bottom of the garage ramp
- The property be replatted to dedicate the areas adjacent to the property as either public right-of-way or as easements allowing for the placement of public sidewalks, utilities and street lights

Voting Aye: Dougan, Groce, Meleky, Resnik, Souers, Wheeler

Voting Nay: Quintanilla

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none

CONCEPTUAL DRAWING
NOT FOR CONSTRUCTION
MICHAEL R. MAYSE, ARCHITECT
TEXAS # 8306

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Engineer:

WESTERN INTERNATIONAL OFFICE BUILDING
QUORUM DR. & EDWIN LEWIS DR.
ADDISON, TX 75001



WESTERN INTERNATIONAL
4400 POST OAK PARKWAY, SUITE 2800
HOUSTON, TX 77027

Revisions:
1 / # / No
2

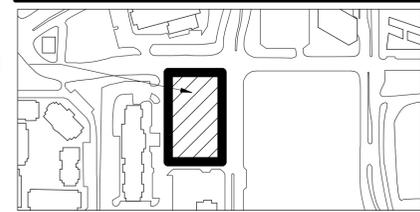
date **03/14/2018**
job no. **17161**

sheet title **SITE PLAN**

sheet no.

A0.1

SITE LOCATION



PROPOSED SITE LOCATION

PARKING TABULATION

PARKING SPACE REQUIRED:
67 SPACES REQUIRED

PARKING SPACE PROVIDED:

REGULAR CARS - 9x18' - GARAGE	36
HANDICAP CAR PARKING - 9x18' - GARAGE	2
REGULAR CARS - 9x18' - SURFACE	14
HANDICAP CAR PARKING - 9x18' - SURFACE	1
PARALLEL PARKING - 9x22' - STREET	10
TOTAL PARKING PROVIDED	63

*NOTE: "HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS".

SITE LEGEND

- LANDSCAPE
- SIDEWALK
- RETAINING WALL
- PARKING EASEMENT
- FIRE LANE
- INDICATES TRAFFIC DIRECTION
- PROPOSED PROPERTY LINE
- PROPERTY LINE
- EASEMENT LINE AS INDICATED

SITE INFORMATION

PROPOSED SUBDIVISION NAME	LOT 1, 2 AND 3 QUORUM CENTRE - EAST NO. 2 ADDITION, TOWN OF ADDISON
BLOCK DESIGNATION	BLOCK A
LOT NUMBER	LOT 2
LOT ACREAGE	1.0193 ACRES
ABSTRACT/ SURVEY NAME	W. FISHER SURVEY
ABSTRACT/ SURVEY NUMBER	482
TOWN PROJECT NUMBER	18-04
PREPARATION DATE	02.09.2018
RESUBMITTAL PREPARATION DATE	03.01.2018
FINAL SUBMITTAL DATE	03.09.2018 03.14.2018

SITE DATA SUMMARY

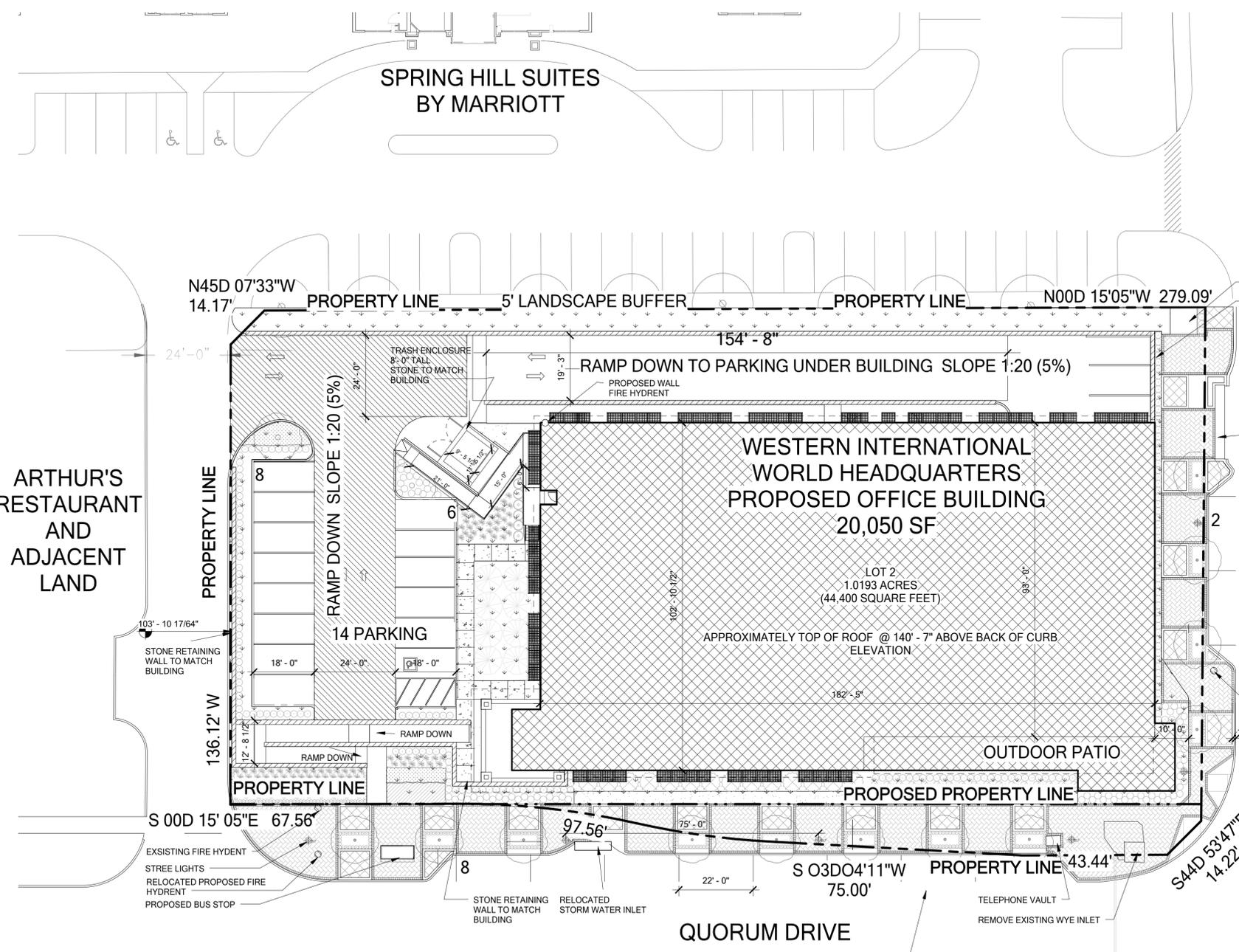
ZONING	PLANNED DEVELOPMENT
PROPOSED USE	OFFICE
LOT AREA	1.0193 ACRES (44,400 SQUARE FT)
BUILDING AREA	20,050 SQUARE FT
BUILDING HEIGHT	134' APPROX. 1 STORY+ PARKING
LOT COVERAGE	39.6%
PARKING REQUIRED	67 (1:300 SQ.FT)
PARKING PROVIDED	63

LANDSCAPE SQUARE FOOTAGE

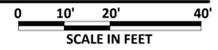
AREA	AREA PER FLOOR SF
PERVIOUS AREA	7,453SF
IMPERVIOUS AREA	36,847SF
TOTAL SITE AREA	44,300SF

TOWN OF ADDISON SITE PLAN NOTES

- ANY REVISIONS TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- BUILDINGS WITH AN AGGREGATE SUM OF 5,000 SQUARE FEET OR GREATER ON A LOT SHALL HAVE AUTOMATIC FIRE SPRINKLERS INSTALLED THROUGHOUT ALL STRUCTURES. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
- ALL SIGNAGE IS SUBJECT TO TOWN APPROVAL.
- ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.



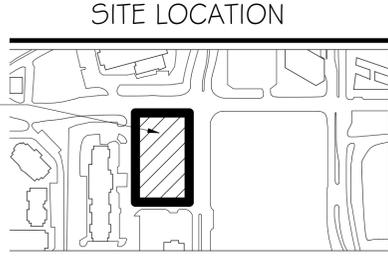
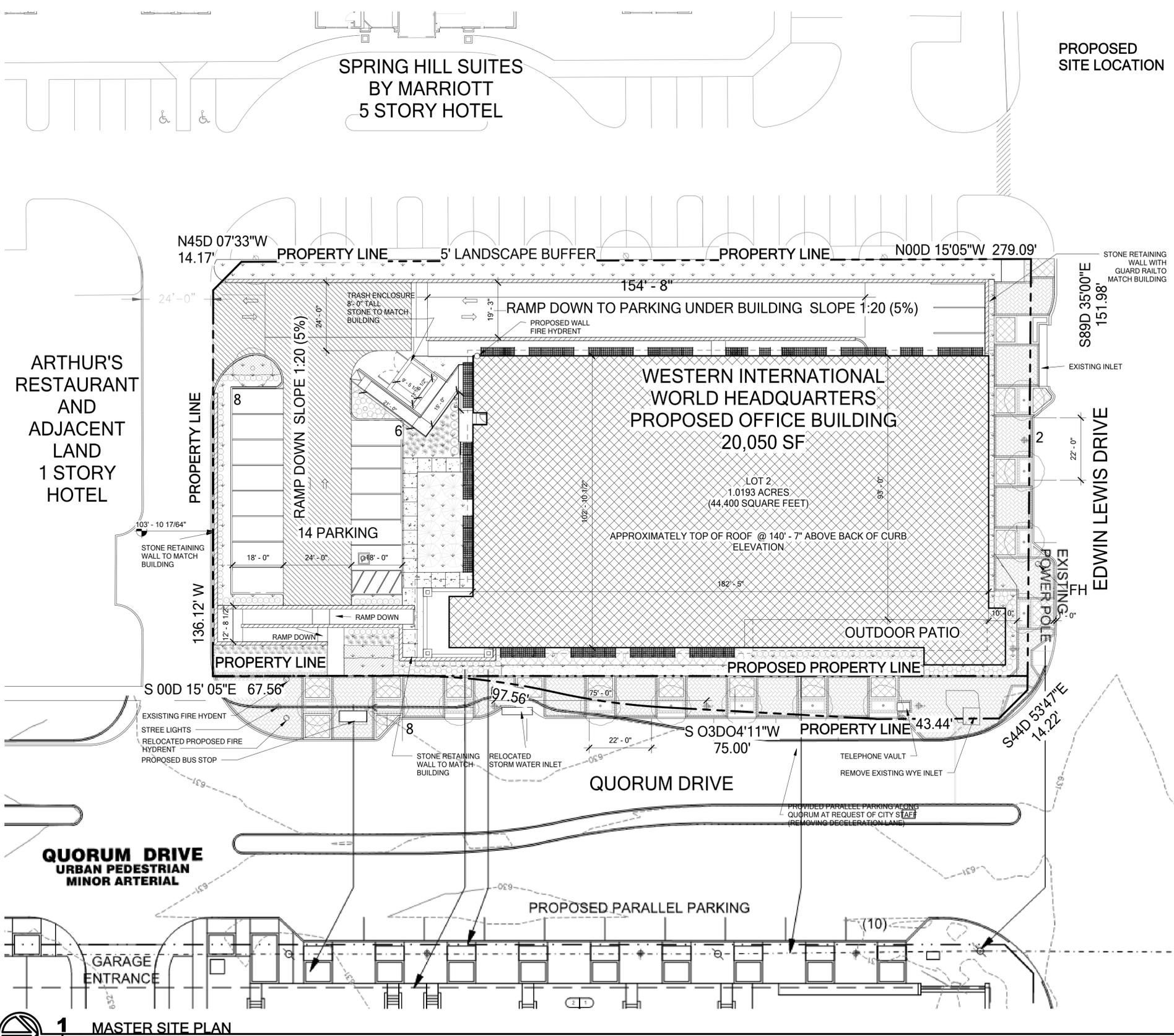
1 SITE PLAN
A3.0 A0.1 1" = 20'-0"



<p>OWNER ASPIRING PROPERTY, LP 13647 MONTFORT DRIVE DALLAS, TX 75240 PHONE: 972.934.8699 EMAIL: MHMAHONEY.MM@GMAIL.COM</p>	<p>ARCHITECT MAYSE & ASSOCIATES CONTACT: RONALD K. SMITH, AIA, P.E. RADHIKA GAMMAMPILA 14881QUORUM DRIVE, SUITE 800 DALLAS, TX 75254 PHONE: 972.386.0338 EMAIL: RSMITH@MAYSEASSOCIATES.COM RGAMMAMPILA@MAYSEASSOCIATES.COM</p>	<p>STRUCTURAL RLG CONSULTING ENGINEERS CONTACT: DAVID A. CUMMIN, P.E., S.E. 12002 N. CENTRAL EXPRESSWAY, SUITE 300 DALLAS, TX 75243 PHONE: 214.382.5717 EMAIL: DCUMMING@RLGINC.COM</p>	<p>CIVIL RLG CONSULTING ENGINEERS CONTACT: PHILLIP BRUGGER, P.E. 12002 N. CENTRAL EXPRESSWAY, SUITE 300 DALLAS, TX 75243 PHONE: 214.382.5717 EMAIL: PBRUGGER@RLGINC.COM</p>	<p>SURVEY RLG CONSULTING ENGINEERS CONTACT: BRIAN R WADE, L.A., RPLS 12002 N. CENTRAL EXPRESSWAY, SUITE 300 DALLAS, TX 75243 PHONE: 214.382.5717 EMAIL: BWADE@RLGINC.COM</p>	<p>MEP BRINJAC ENGINEERING CONTACT: JAMES R MEYER, LEED AP, Cx&A 12400 COIT ROAD, SUITE 510 DALLAS, TX 75251 PHONE: 972.934.6413 EMAIL: JMEYER@BRINJAC.COM</p>
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ACTION		
APPROVED	DATE	INITIALS
STAFF	_____	_____
COUNCIL	_____	_____

See the Staff Approval Letter or Council Result Memo for any conditions associated with the approval of the project



PARKING TABULATION

PARKING SPACE REQUIRED:	
67 SPACES REQUIRED	
PARKING SPACE PROVIDED:	
REGULAR CARS - 9'x18' - GARAGE	36
HANDICAP CAR PARKING - 9'x18' - GARAGE	2
REGULAR CARS - 9'x18' - SURFACE	14
HANDICAP CAR PARKING - 9'x18' - SURFACE	1
PARALLEL PARKING - 9'x22' - STREET	10
TOTAL PARKING PROVIDED	63

*NOTE: "HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS".

SITE LEGEND

- LANDSCAPE
- SIDEWALK
- RETAINING WALL
- PARKING EASEMENT
- FIRE LANE
- INDICATES TRAFFIC DIRECTION
- PROPOSED PROPERTY LINE
- PROPERTY LINE
- EASEMENT LINE AS INDICATED

SITE INFORMATION

PROPOSED SUBDIVISION NAME	LOT 2 AND 3 QUORUM CENTRE - EAST NO. 2 ADDITION, TOWN OF ADDISON
BLOCK DESIGNATION	BLOCK A
LOT NUMBER	LOT 2
LOT ACREAGE	1.0193 ACRES
ABSTRACT/ SURVEY NAME	W. FISHER SURVEY
ABSTRACT/ SURVEY NUMBER	482
TOWN PROJECT NUMBER	18-04
PREPARATION DATE	02.09.2018
RESUBMITTAL PREPARATION DATE	03.01.2018
FINAL SUBMITTAL DATE	03.09.2018 03.14.2018

SITE DATA SUMMARY

ZONING	PLANNED DEVELOPMENT
PROPOSED USE	OFFICE
LOT AREA	1.0193 ACRES (44,400 SQUARE FT)
BUILDING AREA	20,050 SQUARE FT
BUILDING HEIGHT	134' APPROX. 1 STORY+ PARKING
LOT COVERAGE	39.6%
PARKING REQUIRED	67 (1,300 SQ FT)
PARKING PROVIDED	63

TOWN OF ADDISON SITE PLAN NOTES

- ANY REVISIONS TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
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- ALL SIGNAGE IS SUBJECT TO TOWN APPROVAL.
- ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.

date **03/14/2018**
job no. **17161**
sheet title **MASTER SITE PLAN**
sheet no.

ACTION

APPROVED	DENIED
STAFF	_____
COUNCIL	_____

See the Staff Approval Letter or Council Result Memo for any conditions associated with the approval of the project

1 MASTER SITE PLAN
A3.0/A0.1A 1" = 20'-0"

OWNER
ASPIRING PROPERTY, LP
13647 MONTFORT DRIVE
DALLAS, TX 75240
PHONE: 972.934.8699
EMAIL: MHMAHONEY.MM@GMAIL.COM

ARCHITECT
MAYSE & ASSOCIATES
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RGAMMAMPILA@MAYSEASSOCIATES.COM

STRUCTURAL
RLG CONSULTING ENGINEERS
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DALLAS, TX 75243
PHONE: 214.382.5717
EMAIL: DCUMMING@RLGINC.COM

CIVIL
RLG CONSULTING ENGINEERS
CONTACT: PHILLIP BRUGGER, P.E.
12002 N. CENTRAL EXPRESSWAY, SUITE 300
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EMAIL: PBRUGGER@RLGINC.COM

SURVEY
RLG CONSULTING ENGINEERS
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DALLAS, TX 75243
PHONE: 214.382.5717
EMAIL: BWADE@RLGINC.COM

MEP
BRINJAC ENGINEERING
CONTACT: JAMES R MEYER, LEED AP, Cx&A
12400 COIT ROAD, SUITE 510
DALLAS, TX 75251
PHONE: 972.934.6413
EMAIL: JMeyer@BRINJAC.COM

3/14/2018 12:36:32 PM C:\Revit\17161 - Western Office Building_Central_2018 03 08 - Curb Parking - rgammampila@mayseassociates.com.rvt

SEAL:
**CONCEPTUAL DRAWING
NOT FOR CONSTRUCTION**
MICHAEL R. MAYSE, ARCHITECT
TEXAS # 8306

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Engineer:

WESTERN INTERNATIONAL OFFICE BUILDING
QUORUM DR. & EDWIN LEWIS DR. ADDISON, TX 75001



WESTERN INTERNATIONAL
4400 POST OAK PARKWAY, SUITE 2800
HOUSTON, TX 77027

Revisions:
1 # No
2

date **03/14/2018**
job no. **17161**
sheet title **PARKING**
sheet no.

A1.0

PARKING TABULATION

PARKING SPACE REQUIRED:
67 SPACES REQUIRED

PARKING SPACE PROVIDED:

REGULAR CARS - 9'x18'- GARAGE	36
HANDICAP CAR PARKING - 9'x18'- GARAGE	2
REGULAR CARS - 9'x18'- SURFACE	14
HANDICAP CAR PARKING - 9'x18'- SURFACE	1
PARALLEL PARKING - 9'x22' - STREET	10
TOTAL PARKING PROVIDED	63

*NOTE: "HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS".

SITE INFORMATION

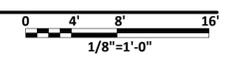
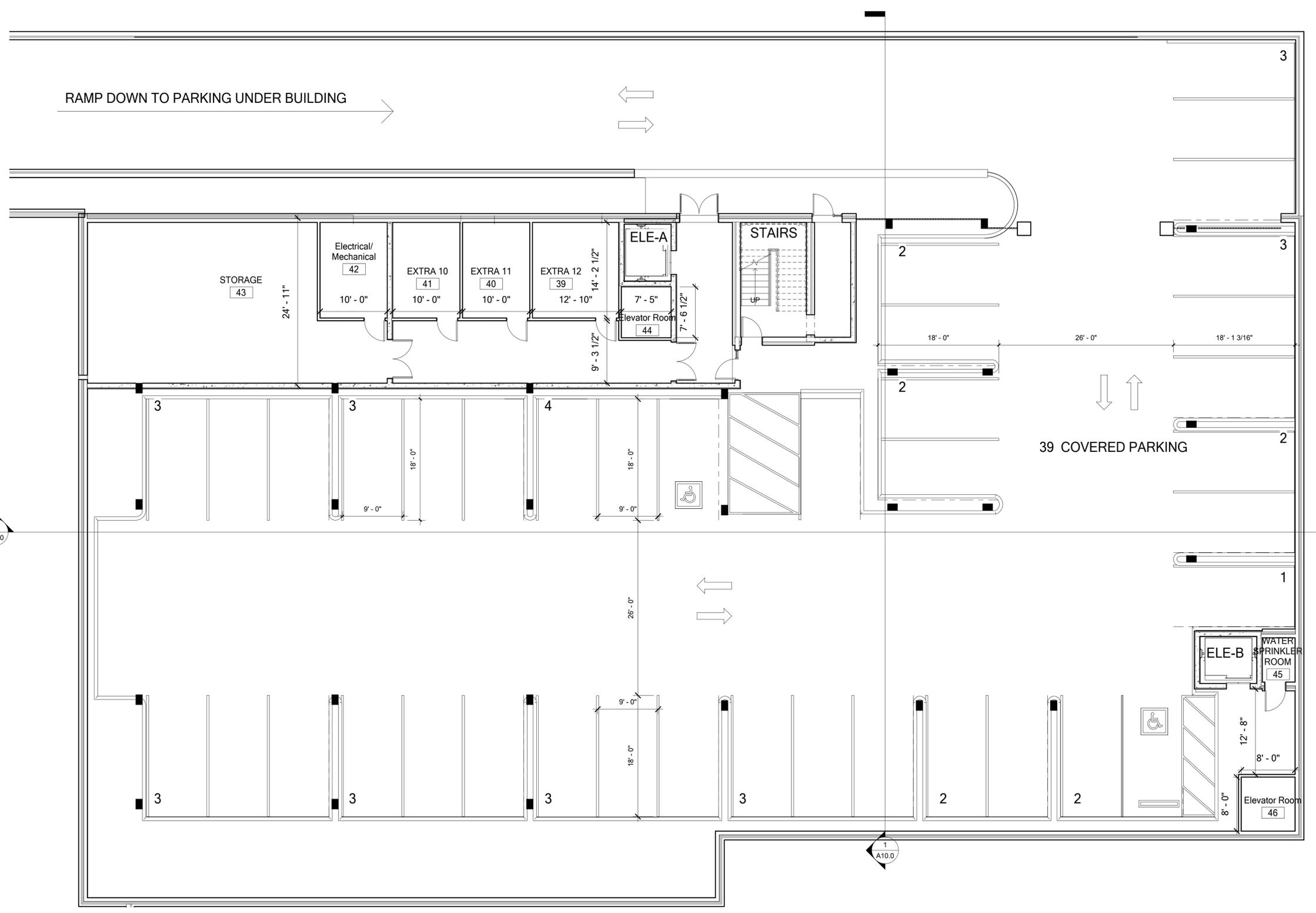
PROPOSED SUBDIVISION NAME	LOT 1,2 AND 3 QUORUM CENTRE - EAST NO. 2 ADDITION, TOWN OF ADDISON
BLOCK DESIGNATION	BLOCK A
LOT NUMBER	LOT 2
LOT ACREAGE	1.0193 ACRES
ABSTRACT/SURVEY NAME	W. FISHER SURVEY
ABSTRACT/SURVEY NUMBER	482
TOWN PROJECT NUMBER	18-04
PREPARATION DATE	02.09.2018
RESUBMITTAL PREPARATION DATE	03.01.2018
FINAL SUBMITTAL DATE	03.09.2018 03.14.2018

SITE DATA SUMMARY

ZONING	PLANNED DEVELOPMENT
PROPOSED USE	OFFICE
LOT AREA	1.0193 ACRES (44,400 SQUARE FT)
BUILDING AREA	20,050 SQUARE FT
BUILDING HEIGHT	134' APPROX. 1 STORY+ PARKING
LOT COVERAGE	39.6%
PARKING REQUIRED	67 (1-300 SQ.FT)
PARKING PROVIDED	63

BUILDING SQUARE FOOTAGE

FLOOR	AREA PER FLOOR SF
PARKING LEVEL	2,750 SF
1ST LEVEL	17,300 SF
TOTAL	20,050 SF



<p>OWNER ASPIRING PROPERTY, LP 13647 MONTFORT DRIVE DALLAS, TX 75240 PHONE: 972.934.8699 EMAIL: MHMAHONEY.MM@GMAIL.COM</p>	<p>ARCHITECT MAYSE & ASSOCIATES CONTACT: RONALD K. SMITH, AIA, P.E. RADHIKA GAMMAMPILA 14881QUORUM DRIVE, SUITE 800 DALLAS, TX 75254 PHONE: 972.386.0338 EMAIL: RSMITH@MAYSEASSOCIATES.COM RGAMMAMPILA@MAYSEASSOCIATES.COM</p>	<p>STRUCTURAL RLG CONSULTING ENGINEERS CONTACT: DAVID A. CUMMIN, P.E., S.E. 12002 N. CENTRAL EXPRESSWAY, SUITE 300 DALLAS, TX 75243 PHONE: 214.382.5717 EMAIL: DCUMMING@RLGINC.COM</p>	<p>CIVIL RLG CONSULTING ENGINEERS CONTACT: PHILLIP BRUGGER, P.E. 12002 N. CENTRAL EXPRESSWAY, SUITE 300 DALLAS, TX 75243 PHONE: 214.382.5717 EMAIL: PBRUGGER@RLGINC.COM</p>	<p>SURVEY RLG CONSULTING ENGINEERS CONTACT: BRIAN R WADE, LA, RPLS 12400 COIT ROAD, SUITE 510 DALLAS, TX 75243 PHONE: 214.382.5717 EMAIL: BWADE@RLGINC.COM</p>	<p>MEP BRINJAC ENGINEERING CONTACT: JAMES R MEYER, LEED AP, Cx4 12400 COIT ROAD, SUITE 510 DALLAS, TX 75251 PHONE: 972.934.6413 EMAIL: JMEYER@BRINJAC.COM</p>
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ACTION	
APPROVED	DENIED
STAFF	_____
COUNCIL	_____
Date	Initials
Date	Initials

See the Staff Approval Letter or Council Result Memo for any conditions associated with the approval of the project

LOT 2
QUORUM CENTRE- EAST NO. 2 ADDITION
TOWN OF ADDISON
LOCATED IN THE G.W. FISHER SURVEY,
ABSTRACT NO. 482, DALLAS COUNTY, TEXAS

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MICHAEL R. MAYSE, ARCHITECT
TEXAS # 8306

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Engineer:

WESTERN INTERNATIONAL OFFICE BUILDING

QUORUM DR. & EDWIN LEWIS DR.
ADDISON, TX 75001



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4400 POST OAK PARKWAY, SUITE 2800
HOUSTON, TX 77027

Revisions:

1 / # No
2

date
03/14/2018

job no.
17161

sheet title
1ST FLOOR PLAN

sheet no.

A1.1

SITE INFORMATION

PROPOSED SUBDIVISION NAME
LOT 1,2 AND 3 QUORUM CENTRE - EAST NO. 2
ADDITION, TOWN OF ADDISON

BLOCK DESIGNATION
BLOCK A

LOT NUMBER
LOT 2

LOT ACREAGE
1.0193 ACRES

ABSTRACT/SURVEY NAME
W. FISHER SURVEY

ABSTRACT/SURVEY NUMBER
482

TOWN PROJECT NUMBER
18-04

PREPARATION DATE
02.09.2018

RESUBMITTAL PREPARATION DATE
03.01.2018

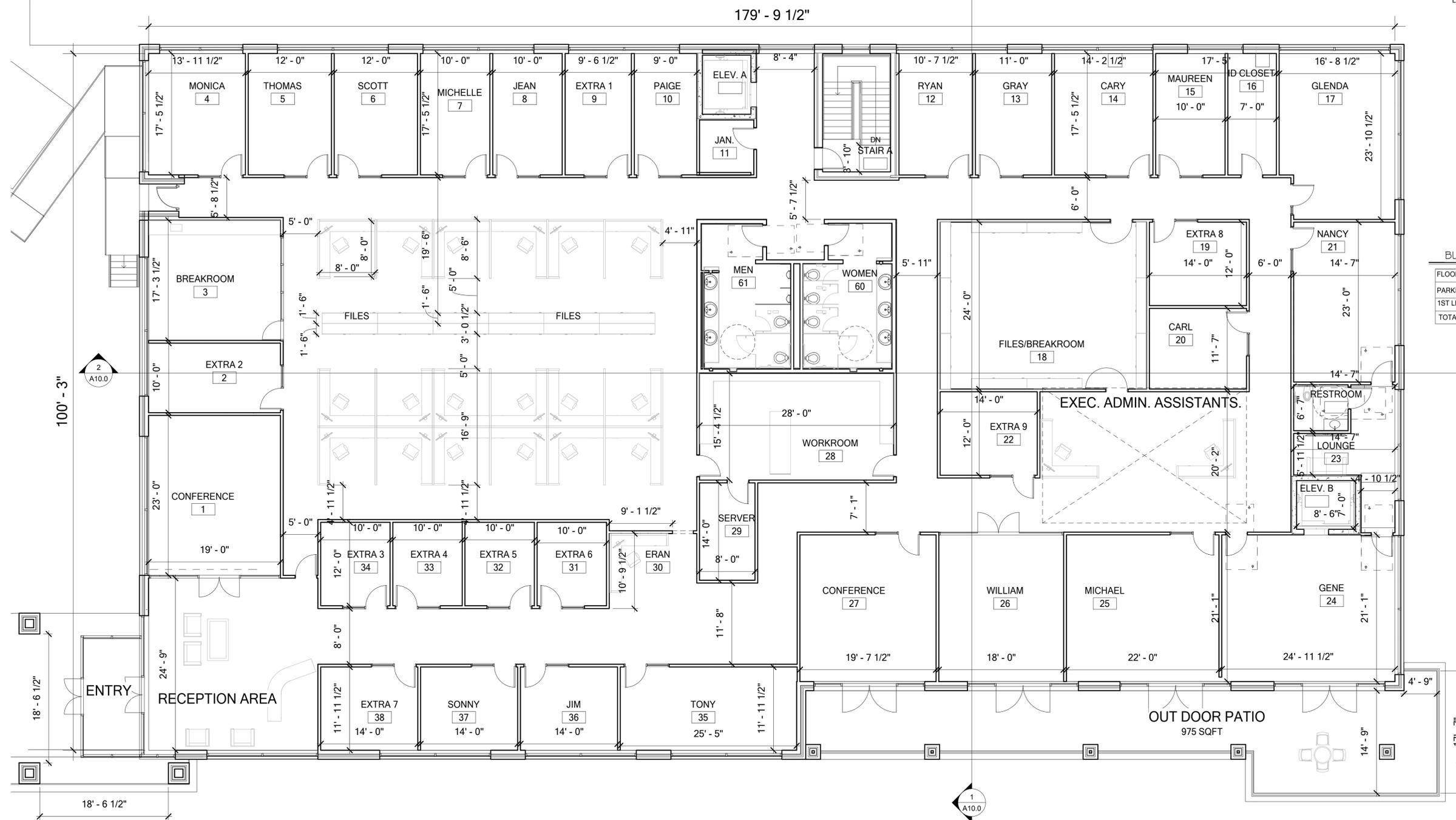
FINAL SUBMITTAL DATE
03.09.2018
03.14.2018

BUILDING SQUARE FOOTAGE

FLOOR	AREA PER FLOOR SF
PARKING LEVEL	2,750 SF
1ST LEVEL	17,300 SF
TOTAL	20,050 SF

SITE DATA SUMMARY

ZONING	PLANNED DEVELOPMENT
PROPOSED USE	OFFICE
LOT AREA	1.0193 ACRES (44,400 SQUARE FT)
BUILDING AREA	20,050 SQUARE FT
BUILDING HEIGHT	13' APPROX. 1 STORY+ PARKING
LOT COVERAGE	39.6%
PARKING REQUIRED	67 (1,300 SQ FT)
PARKING PROVIDED	63



1 FLOOR PLAN - LEVEL 1

A3.0/A1.1 1/8" = 1'-0"

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ACTION	
APPROVED	DENIED
STAFF	Date _____ Initials _____
COUNCIL	Date _____ Initials _____

See the Staff Approval Letter or Council Result Memo for any conditions associated with the approval of the project

LOT 2
QUORUM CENTRE - EAST NO. 2 ADDITION
LOCATED IN THE G.W. FISHER SURVEY,
ABSTRACT NO. 482, DALLAS COUNTY, TEXAS

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ADDISON, TX 75001



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HOUSTON, TX 77027

Revisions:

1	#	No
2		

date
03/14/2018

job no.
17161

sheet title
ROOF PLAN

sheet no.

A2.0

SITE INFORMATION

PROPOSED SUBDIVISION NAME
LOT 1,2 AND 3 QUORUM CENTRE - EAST NO. 2
ADDITION, TOWN OF ADDISON

BLOCK DESIGNATION
BLOCK A

LOT NUMBER
LOT 2

LOT ACREAGE
1.0193 ACRES

ABSTRACT/SURVEY NAME
W. FISHER SURVEY

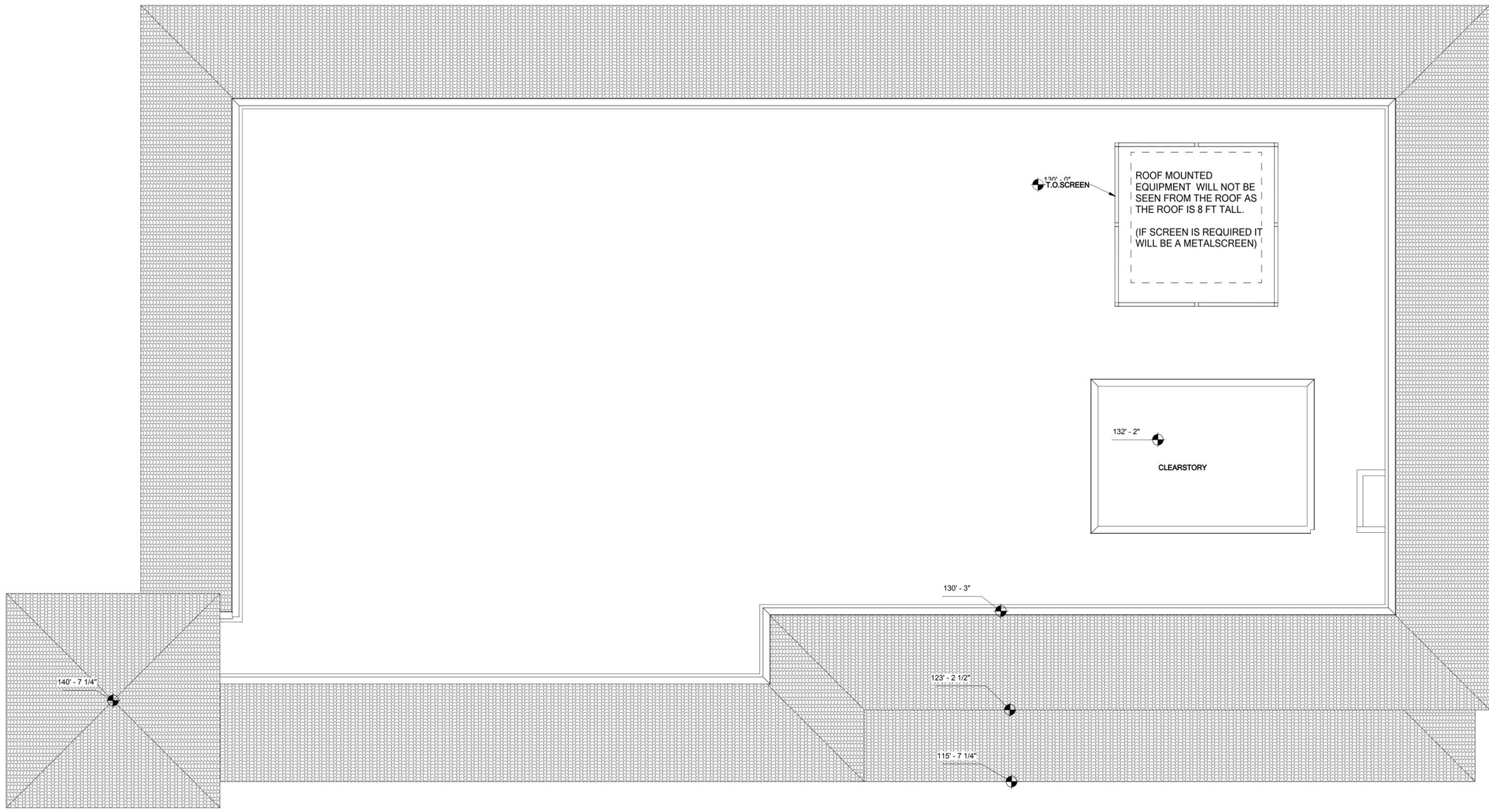
ABSTRACT/SURVEY NUMBER
482

TOWN PROJECT NUMBER
18-04

PREPARATION DATE
02.09.2018

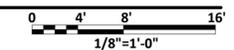
RESUBMITTAL PREPARATION DATE
03.01.2018

FINAL SUBMITTAL DATE
03.09.2018
03.14.2018



1 ROOF PLAN

A2.0 1/8" = 1'-0"



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ACTION	
APPROVED	DENIED
STAFF	_____
COUNCIL	_____
Date	Initials
Date	Initials

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LOT 2
QUORUM CENTRE- EAST NO. 2 ADDITION
TOWN OF ADDISON
LOCATED IN THE G.W. FISHER SURVEY,
ABSTRACT NO. 482, DALLAS COUNTY, TEXAS

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ADDISON, TX 75001



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HOUSTON, TX 77027

Revisions:

1 / # No
2

date
03/14/2018

job no.
17161

sheet title
EXTERIOR ELEVATIONS

sheet no.

A3.0

SITE INFORMATION

PROPOSED SUBDIVISION NAME
LOT 1, 2 AND 3 QUORUM CENTRE - EAST NO. 2
ADDITION, TOWN OF ADDISON

BLOCK DESIGNATION
BLOCK A

LOT NUMBER
LOT 2

LOT ACREAGE
1.0193 ACRES

ABSTRACT/SURVEY NAME
W. FISHER SURVEY

ABSTRACT/SURVEY NUMBER
482

TOWN PROJECT NUMBER
18-04

PREPARATION DATE
02.09.2018

RESUBMITTAL PREPARATION DATE
03.01.2018

FINAL SUBMITTAL DATE
03.09.2018
03.14.2018

EXTERIOR BUILDING MATERIAL

WEST ELEVATION- 1,670SQFT

LEUDERS STONE - 92%
CAST STONE - 2%
SIDING AT CLEARSTORY - 6%

MASONRY - 100%

EAST ELEVATION- 2,038SQFT

LEUDERS STONE - 94%
CAST STONE - 1%
SIDING AT CLEARSTORY - 5%

MASONRY - 100%

SOUTH ELEVATION- 3,882SQFT

LEUDERS STONE - 94%
CAST STONE - 1%
SIDING AT CLEARSTORY - 5%

MASONRY - 100%

NORTH ELEVATION - 7,500SQFT

LEUDERS STONE - 95%
CAST STONE - 1%
SIDING - 5%

MASONRY - 100%

TOTAL EXTERIOR BUILDING MATERIAL %

LEUDERS STONE - 94%
CAST STONE - 1%
SIDING AT CLEARSTORY - 5%

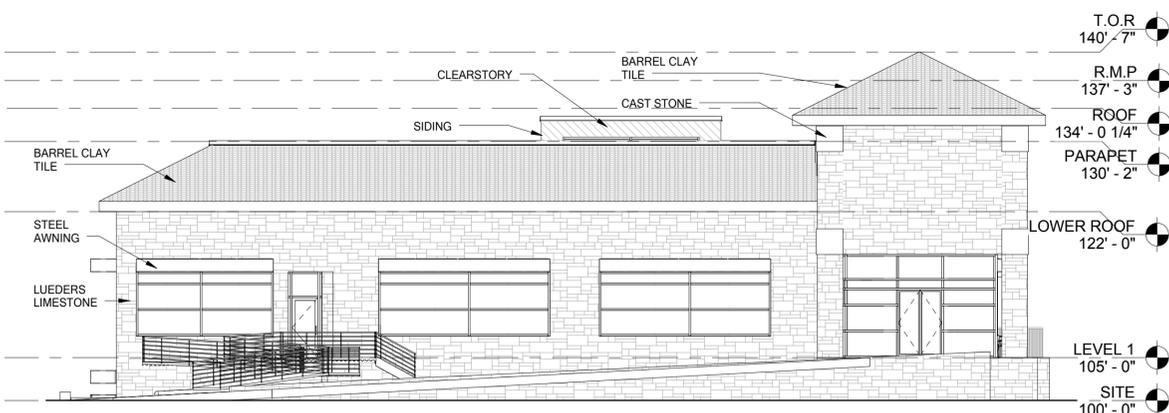
MASONRY - 100%

EXTERIOR FINISH LEGEND

- LEUDERS LIMESTONE
- BARRAL CRAY TILE (RED)
- SIDING AT CLEARSTORY (TAN)
- CAST STONE (WHITE)
- STEEL AWNING (SILVER)

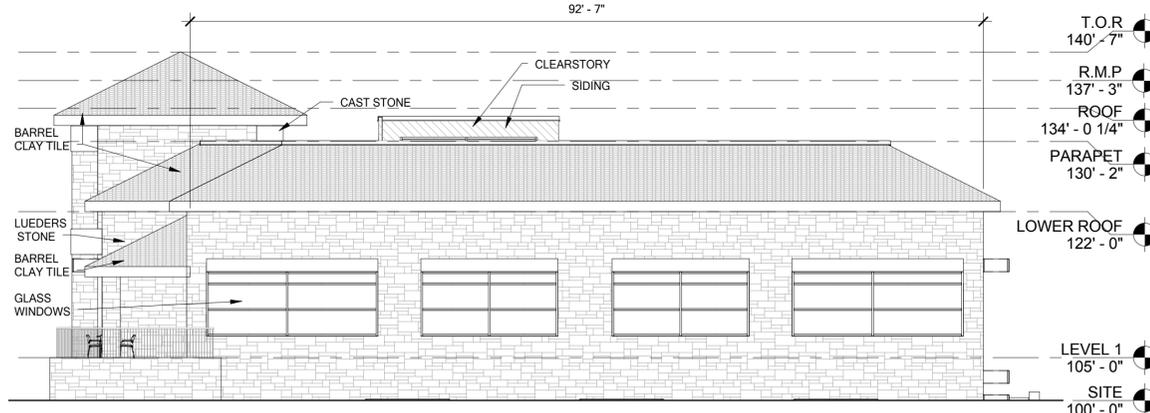
TOWN OF ADDISON FACADE PLAN NOTES

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH BUILDING.
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
- ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.



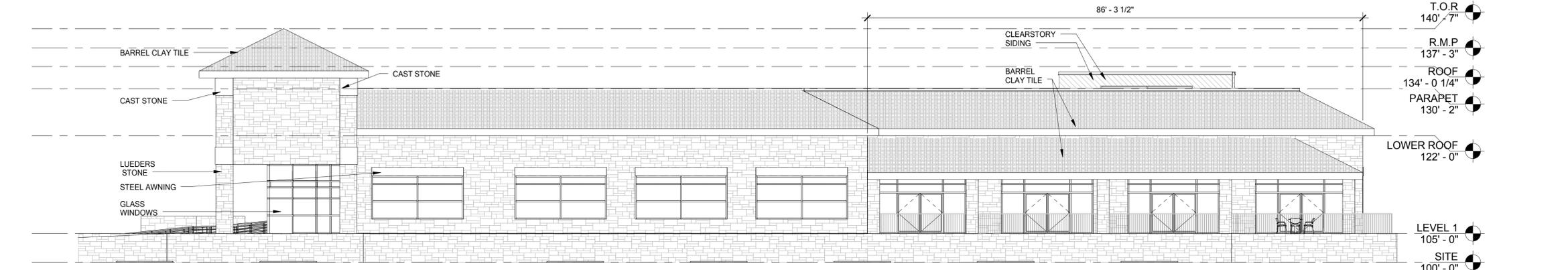
3 WEST BUILDING ELEVATION

A3.0 3/32" = 1'-0" 0 4' 8' 16' 3/32"=1'-0"



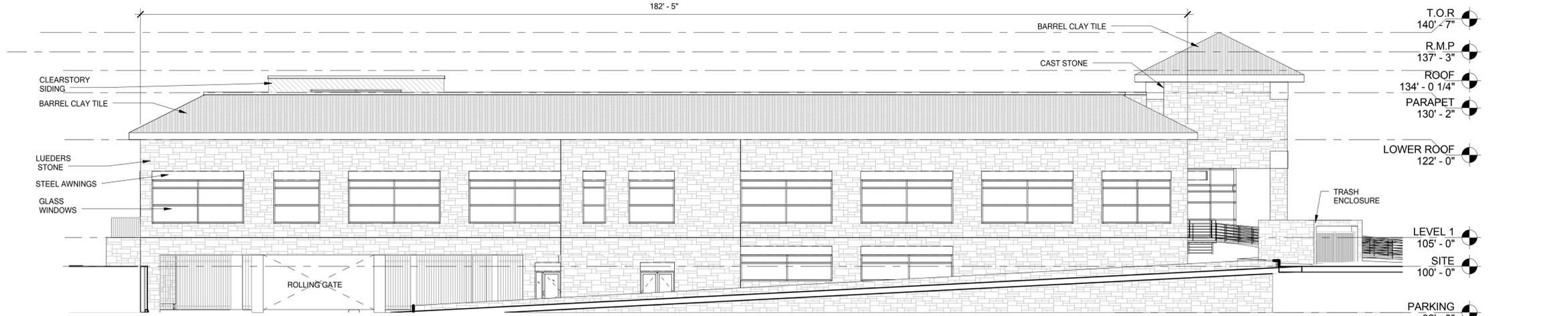
4 EAST BUILDING ELEVATION

A3.0 3/32" = 1'-0" 0 4' 8' 16' 3/32"=1'-0"



2 SOUTH BUILDING ELEVATION

A3.0 3/32" = 1'-0" 0 4' 8' 16' 3/32"=1'-0"



1 NORTH BUILDING ELEVATION

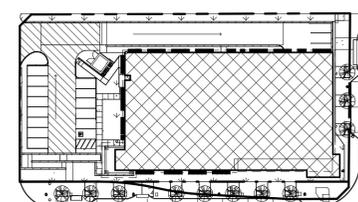
A3.0 3/32" = 1'-0" 0 4' 8' 16' 3/32"=1'-0"

OWNER ASPIRING PROPERTY, LP 13647 MONTFORT DRIVE DALLAS, TX 75240 PHONE: 972.934.8699 EMAIL: MHMAHONEY.MM@GMAIL.COM	ARCHITECT MAYSE & ASSOCIATES CONTACT: RONALD K. SMITH, AIA, P.E. RADHIKA GAMMAMPILA 14881QUORUM DRIVE, SUITE 800 DALLAS, TX 75254 PHONE: 972.386.0338 EMAIL: RSMITH@MAYSEASSOCIATES.COM RGAMMAMPILA@MAYSEASSOCIATES.COM	CIVIL RLG CONSULTING ENGINEERS CONTACT: PHILLIP BRUGGER, P.E. 12002 N. CENTRAL EXPRESSWAY, SUITE 300 DALLAS, TX 75243 PHONE: 214.382.5717 EMAIL: PBRUGGER@RLGINC.COM
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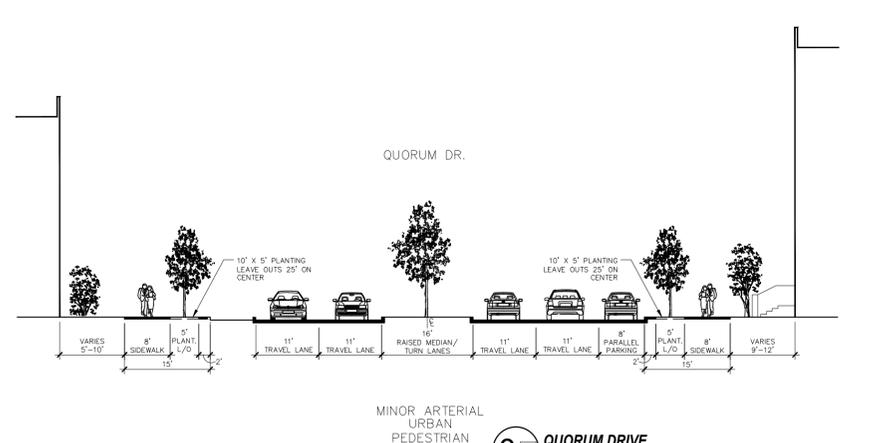
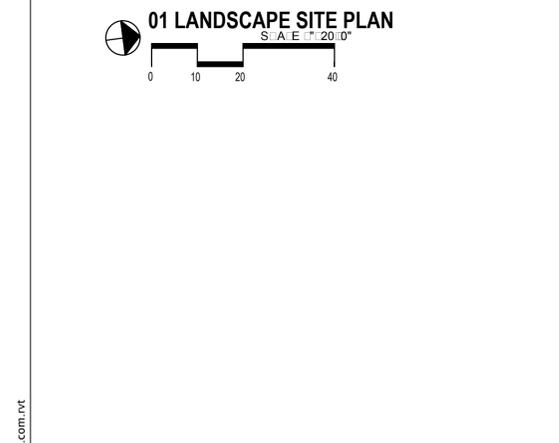
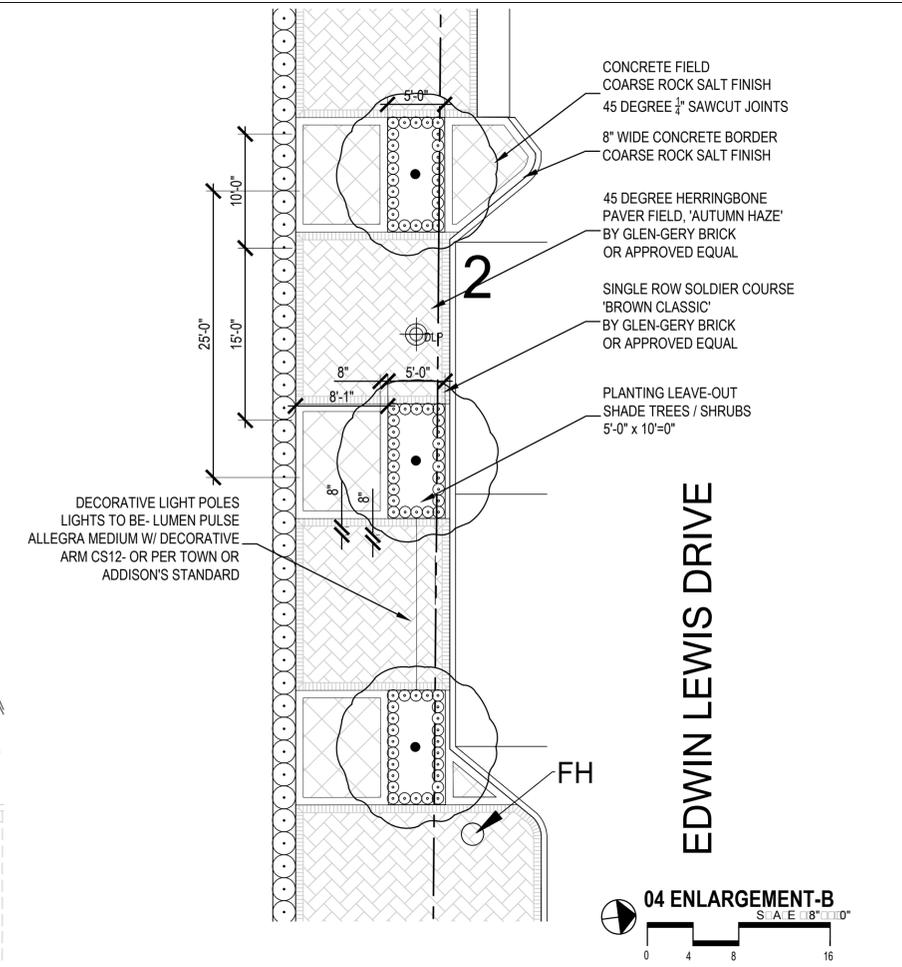
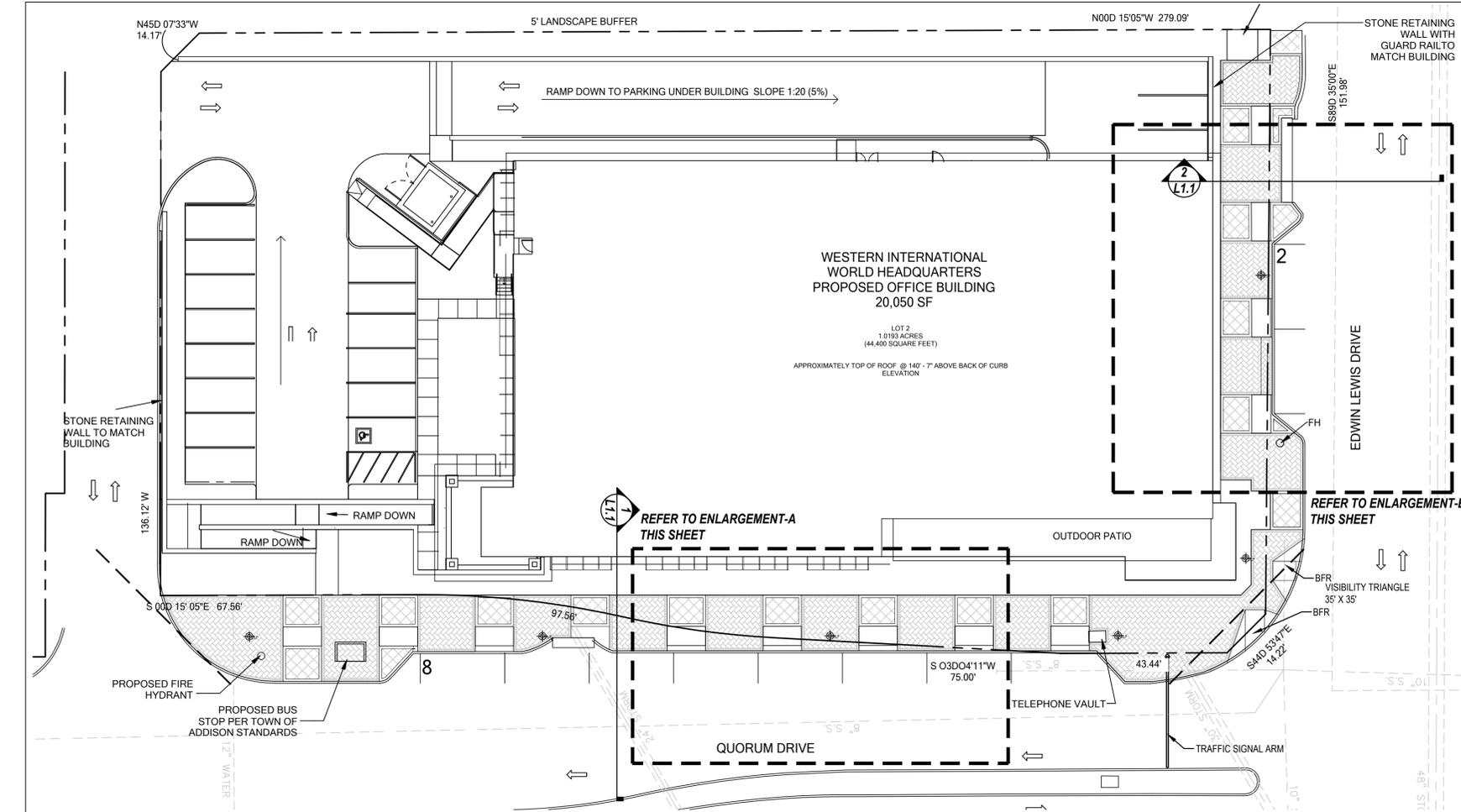
ACTION	
APPROVED	DENIED
STAFF	Date _____ Initials _____
COUNCIL	Date _____ Initials _____

See the Staff Approval Letter or Council Result Memo for any conditions associated with the approval of the project

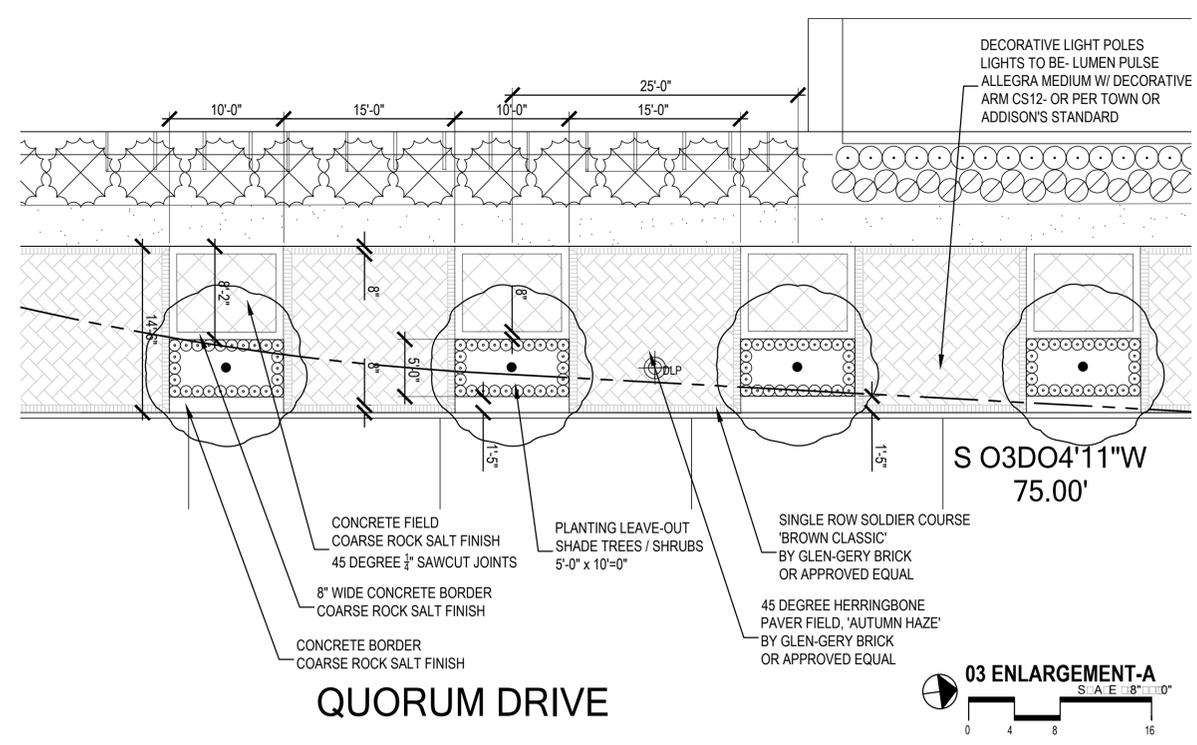
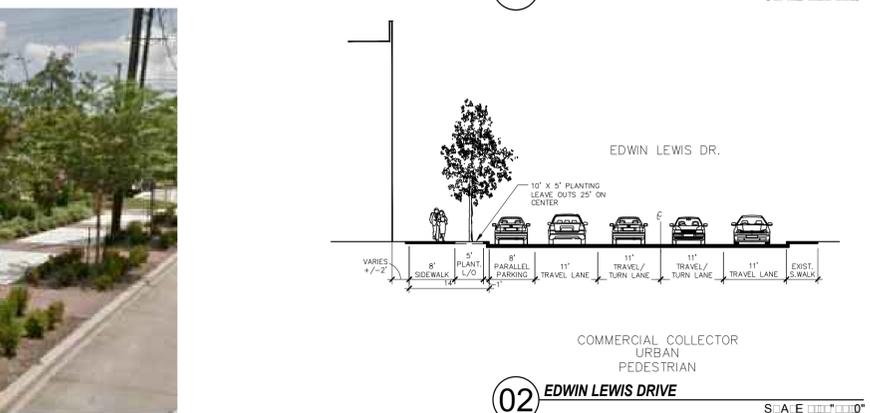
LOT 2
QUORUM CENTRE- EAST NO. 2 ADDITION
TOWN OF ADDISON
LOCATED IN THE G.W. FISHER SURVEY,
ABSTRACT NO. 482, DALLAS COUNTY, TEXAS



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STREETSCAPE EXAMPLE AT IDA CLAIRE - QUORUM DRIVE STREET FRONTAGE



ACTION	
APPROVED	DENIED
STAFF	Date _____ Initials _____
COUNCIL	Date _____ Initials _____

LOT 2
 QUORUM DRIVE - EAST NO. 2 ADDITION
 TOWN OF ADDISON
 LOCATED IN THE DWIGHT SURVEY,
 ASTRALT NO. 482, DALLAS COUNTY, TEXAS



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TEXAS WESTERN HOSPITALITY

WESTERN INTERNATIONAL
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 HOUSTON, TX 77027

Revisions:

1	NO
2	

date **03/14/2018**

job no. 17161

sheet title **HARDSCAPE PLAN**

sheet no.

L1.1



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Engineer:

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CHRIS TRONZANO
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM

WESTERN INTERNATIONAL OFFICE BUILDING

QUORUM DR. & EDWIN LEWIS DR.
ADDISON, TX 75001



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WESTERN INTERNATIONAL
4400 POST OAK PARKWAY, SUITE 2800
HOUSTON, TX 77027

Revisions:

1 No
2

Date: 03/14/2018

Job No.: 17161

Sheet Title: LANDSCAPE PLAN

Sheet No.:

L1.2

PLANT MATERIAL SCHEDULE

TREES					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CM	3	Crepe Myrtle 'Natchez'	<i>Lagerstroemia indica 'Natchez'</i>	8' ht.	container, 3 or 5 trunks, tree form
LO	2	Cathedral Live Oak	<i>Quercus virginiana 'Cathedral'</i>	4" cal.	container, 14' ht., 6' spread, 5' clear straight trunk
MAG	8	Lil Gem Magnolia	<i>Magnolia grandifolia 'Lil Gem'</i>	8' ht.	container, 5' spread, fill to base
RB	1	'Dura Heat' River Birch	<i>Betula nigra 'Dura Heat'</i>	10' ht.	container or b&b, 3 trunks, tree form
RO	12	Shrumard Red Oak	<i>Quercus shumardii</i>	4" cal.	container, 14' ht., 6' spread, 5' clear straight trunk

SHRUBS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DYH	367	Dwarf Yaupon Holly 'Stokes'	<i>Ilex vomitoria 'hans'</i>	1 gal.	container grown, 12" spread
IH	96	Indian Hawthorn 'Clara'	<i>Raphiolepis indica 'Clara'</i>	5 gal.	container, 18" ht., 18" spread
JY	11	Japanese Yew	<i>Podocarpus japonica</i>	5" ht.	container, 5' ht., 3' spread, 36" o.c.
MIS	76	Adagio Maiden Grass	<i>Miscanthus sinensis 'Adagio'</i>	5 gal.	container full, well rooted
NPH	193	Neeslipoint Holly	<i>Ilex cornuta 'Neeslipoint'</i>	7 gal.	container, 30" ht., 24" spread
NRS	14	Nellie R. Stevens Holly	<i>Ilex x Nellie R. Stevens'</i>	6" ht.	container, 4' spread, full to base
VP	33	Variegated Dwarf Pittosporum	<i>Pittosporum tobira 'Turner's Variegated Dwarf'</i>	5 gal.	container, 18" ht., 18" spread

GROUNDCOVERS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
SC	250	Seasonal Color		4" pots	selection by owner, 12" o.c.
WC	125	Purple Wintercreeper	<i>Euonymus fortunei 'Coloratus'</i>	1 gal.	container, 5-12" runners min., 12" o.c.
		'419' Bermudagrass	<i>Cynodon dactylon '419'</i>		Solid Sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching.

NOTE: BELOW GROUND TREE STAKING SYSTEM TO BE USED FOR TREE STAKING. REFER TO DETAIL 1 / SHEET L.2 FOR STAKING SYSTEM

GENERAL LAWN NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMP, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
- ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
- ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPILLS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
- CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
- CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
- ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
- ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

SOLID SOD NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
- PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEED WITH WINTER RYEGRASS, AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

LANDSCAPE TABULATIONS

SITE REQUIREMENTS	
Requirements: 20% of gross site to be landscape	Total Site: 44,400 s.f.
Required 8,980 s.f. (20%)	Provided 8,215 s.f. (18.5%)
	6,215 s.f. (14%) of enhanced streetscape sidewalk

STREET FRONTAGE

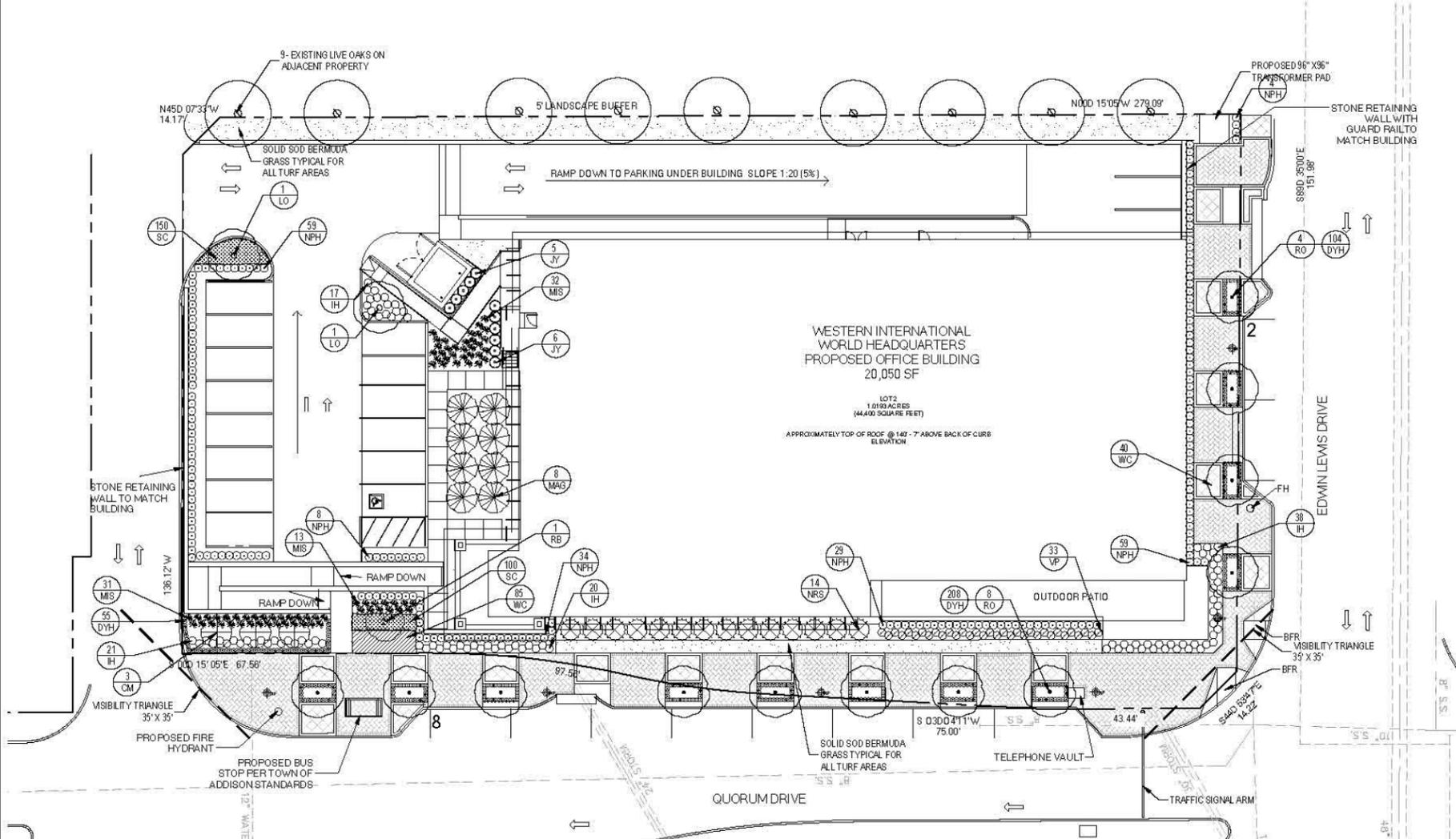
Requirements: 10' buffer along street frontage
(1) tree 4" cal. per 25-30 l.f. o.c., evergreen shrubs planted around the perimeter of tree wells

Quorum Drive:
Required (10) trees, 4" cal. shrubs planter around tree wells
Provided (8) trees, 4" cal. Dwarf Yaupon Holly shrubs planted around tree wells

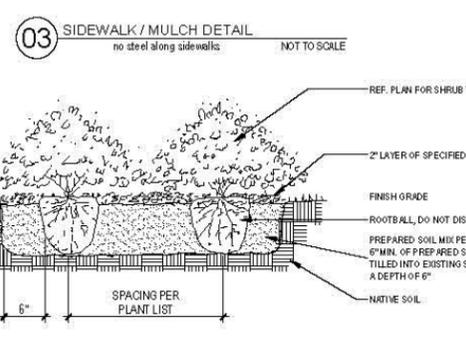
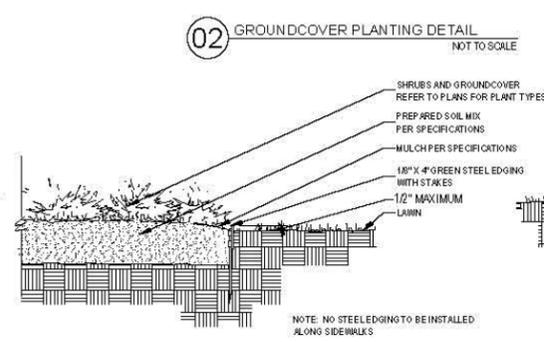
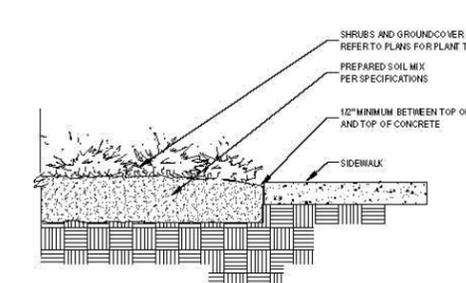
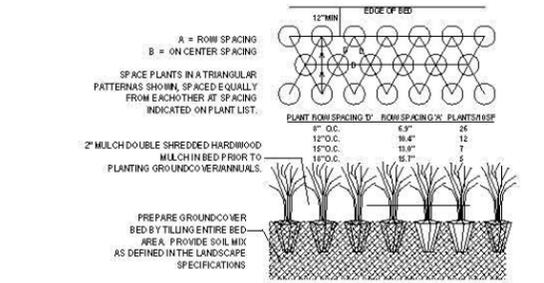
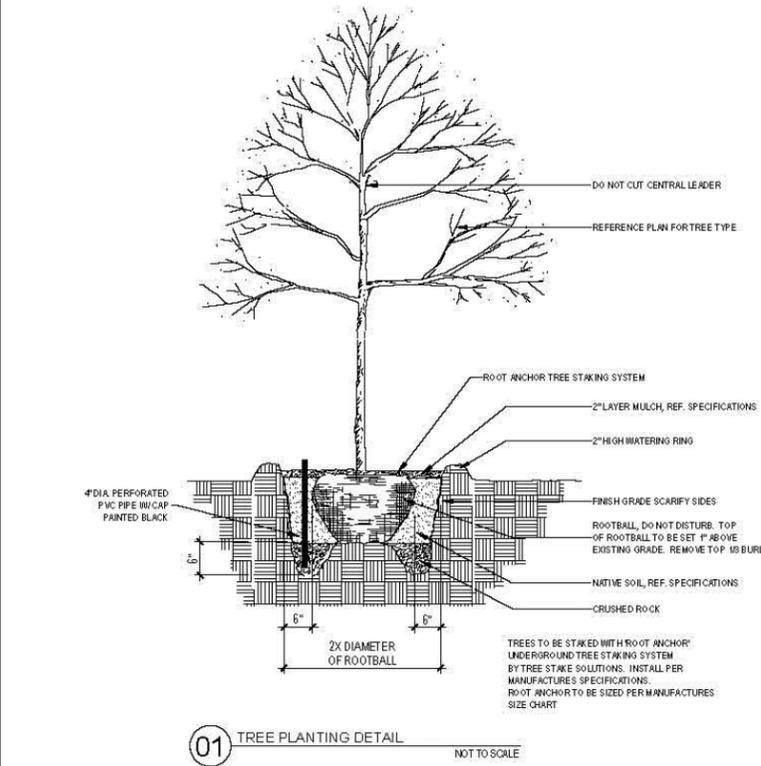
Edwin Lewis Drive:
Required (5) trees, 4" cal. shrubs planter around tree wells
Provided (4) trees, 4" cal. Dwarf Yaupon Holly shrubs planted around tree wells

PARKING LOT SCREEN-

Required 24" ht., screen hedge
Provided 24" ht., evergreen screen hedge



01 LANDSCAPE PLAN
SCALE 1"=20'-0"



ACTION	
APPROVED	DENIED
STAFF	Date _____ Initials _____
COUNCIL	Date _____ Initials _____

See the Staff Approval Letter or Council Result Memo for any conditions associated with the approval of the project.

LOT 2
QUORUM CENTRE- EAST NO. 2 ADDITION
TOWN OF ADDISON
LOCATED IN THE G.W. FISHER SURVEY,
ABSTRACT NO. 482, DALLAS COUNTY, TEXAS

C:\Users\17161\OneDrive\Western\Office Buildings_Central_2018\01_06_rgamm\l1.2\l1.2_landscape\l1.2_landscape.dwg



14881 Quorum Drive Suite 800
Dallas, Texas 75254
Phone: (972) 386-0338 Fax: (972) 386-0518
www.mayseassociates.com

SEAL:



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Engineer:

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
HRIS TRON ANO
4448
HRIS STUDIO GREEN SPOT, INC.

WESTERN INTERNATIONAL OFFICE BUILDING

QUORUM DR. & EDWIN LEWIS DR.
ADDISON, TX 75001



TEXAS WESTERN HOSPITALITY

WESTERN INTERNATIONAL
4400 POST OAK PARKWAY, SUITE 2800
HOUSTON, TX 77027

Revisions:

1 No
2

date **03/14/2018**

job no. **17161**

sheet title **LANDSCAPE SPECIFICATIONS**

sheet no.

L1.3

SECTION 02900 - LANDSCAPE

PART 1 - GENERAL

1.1 REFERENCED DOCUMENTS

Refer to bidding requirements, special provisions, and schedules for additional requirements.

1.2 DESCRIPTION OF WORK

Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:

1. Planting (trees, shrubs, and grass)
2. Bed preparation and fertilization
3. Notification of sources
4. Water and Maintenance until final acceptance
5. Guarantee

1.3 REFERENCE STANDARDS

- A. American Standard for Nursery Stock published by American Association of Nurserymen: 27 October 1980, Edition, by American National Standards Institute, Inc. (Z60.1) – plant material.
- B. American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names.
- C. Texas Association of Nurserymen, Grades and Standards.
- D. Hortis Third, 1976 - Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

- A. The Contractor shall, within ten (10) days following acceptance of bid, notify the Architect/Owner of the sources of plant materials and bed preparation required for the project.
- B. Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel, and crushed stone. Samples shall be approved by Architect before use on project.
- C. Product Data: Submit complete product data and specifications on all other specified materials.
- D. Submit three representative samples of each variety of ornamental trees, shrubs, and groundcover plants for Architect's approval. When approved, tag, install, and maintain as representative samples for final installed plant materials.
- E. File Certificates of Inspection of plant material by state, county, and federal authorities with Architect, if required.
- F. Soil Analysis: Provide sandy loam soil analysis if requested by the Architect.

2.2 SOIL PREPARATION MATERIALS

- A. Sandy Loam:
 1. Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dallasgrass or Nutgrass shall be rejected.
 2. Physical properties as follows:
Clay – between 7-27 percent
Silt – between 15-25 percent
Sand – less than 52 percent
 3. Organic matter shall be 3%-10% of total dry weight.
 4. If requested, provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.
- B. Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of course and fine textured material.
- C. Premixed Bedding Soil as supplied by Vital Earth Resources, Gladewater, Texas; Professional Bedding Soil as supplied by Living Earth Technology, Dallas, Texas or Acid Gro Municipal Mix as supplied by Soil Building Systems, Dallas, Texas or approved equal.
- D. Sharp Sand: Sharp sand must be free of seeds, soil particles and weeds.
- E. Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown. Living Earth Technologies or approved equal.
- F. Organic Fertilizer: FertiLaid, Sustane, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.

2.3 MISCELLANEOUS MATERIALS

- A. Steel Edging: Shall be Ryerson "Estate Curbing", 1/8" x 4" with stakes 4" on center.
- B. Staking Material for Shade Trees:
 1. Post: Studded T-Post, #1 Armo with anchor plate; 6'-0" length; paint green.
 2. Wire: 12 gauge, single strand, galvanized wire.
 3. Rubber hose: 2 ply, fiber reinforced hose, minimum 1/2 inch inside diameter. Color: Black.
- C. Gravel: Washed native pea gravel, graded 1 in. to 1-1/2 in.
- D. Filter Fabric: Mirafi 140N by Celanese Fibers Marketing Company, available at Loftland Co., (214) 631-5250 or approved equal.

JOB CONDITIONS

- A. General Contractor to complete the following punch list: Prior to Landscape Contractor initiating any portion of landscape installation. General Contractor shall leave planting bed areas three (3") inches below finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the finish grade of sidewalks, drives, and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.
- B. General Contractor shall provide topsoil as described in Section 02200 - Earthwork.
- C. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTEE

- A. Maintenance:
 1. The Landscape Contractor will be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show a healthy growth and satisfactory foliage conditions.
 2. Maintenance shall include watering of trees and plants, cultivation, weeding spraying, edging, pruning of trees, mowing of grass, cleaning up and all other work necessary of maintenance.
 3. A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by Owner and Landscape Contractor will be completed prior to written acceptance. After final acceptance of installation, the Landscape Contractor will not be required to do any of the above listed work.
- B. Guarantee:
 1. Trees shall be guaranteed for a twelve (12) month period after acceptance. Shrubs and groundcover shall be guaranteed for twelve (12) months. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died so that shape, size, or symmetry has been damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.
 - a. Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including ruts in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.
 - b. At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.
 - c. When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and inspected for full compliance with Contract requirements. All replacements are to be included under "Work" of this section.

PART 3 - EXECUTION

3.1 BED PREPARATION & FERTILIZATION

- A. Landscape Contractor to inspect all existing conditions and report any deficiencies to the Owner.
- B. All planting areas shall be conditioned as follows:
 1. Prepare new planting beds by scraping away existing grass and weeds as necessary. Till existing soil to a depth of six (6") inches prior to placing compost and fertilizer. Apply fertilizer as per manufacturers recommendations. Add six (6") inches of compost and till into a depth of six (6") inches of the topsoil. Apply organic fertilizer such as Sustane or Green Sense at the rate of twenty (20) pounds per one thousand (1,000) square feet.
 2. All planting areas shall receive a two (2") inch layer of specified mulch.
 3. Backfill for tree pits shall be as follows: Use existing top soil on site (use imported topsoil as needed) free from large clumps, rocks, debris, caliche, subsoils, etc., placed in nine (9") inch layers and watered in thoroughly.
- C. Grass Areas:
 1. Areas to be Solid Sod Bermudagrass: Blocks of sod should be laid joint to joint, (staggered joints) after fertilizing the ground first. Roll grass areas to achieve a smooth, even surface. The joints between the blocks of sod should be filled with topsoil where they are evidently gaped open, then watered thoroughly.
 2. Areas to be Hydromulch Common Bermudagrass: Hydromulch with bermudagrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. Use a 4' x 8' better board against the bed areas.

3.2 INSTALLATION

- A. Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until all construction has been satisfactorily accomplished.
- B. Plant materials shall be delivered to the site only after the beds are prepared and area ready for planting. All shipments of nursery materials shall be thoroughly protected from the drying winds during transit. All plants which cannot be planted at once, after delivery to the site, shall be well protected against the possibility of drying by wind and sun. Balls of earth of B & B plants shall be kept covered with soil or other acceptable material. All plants remain the property of the Contractor until final acceptance.
- C. Position the trees and shrubs in their intended location as per plan.
- D. Notify the Landscape Architect for inspection and approval of all positioning of plant materials.
- E. Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without injury to balls of earth or roots and shall be of such depth that, when planted and settled, the crown of the plant shall bear the same relationship to the finish grade as it did to soil surface in original place of growth.

2. The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.
3. The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.
4. Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a completed, undamaged condition, and there is a stand of grass in all lawn areas. At this time, the Owner will assume maintenance on the accepted work.
- C. Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting, and in the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense of the Landscape Contractor.

1.7 QUALITY ASSURANCE

- A. General: Comply with applicable Federal, State, County and Local regulations governing landscape materials and work.
- B. Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.
- C. Selection of Plant Material:
 1. Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will insure the purchased materials will meet and/or exceed project specifications.
 2. Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedules to site.
 3. Owner and/or Architect shall inspect all plant materials when reasonable at place of growth for compliance with requirements for genus, species, cultivar/variety, size and quality.
 4. Owner and/or Architect retains the right to further inspect all plant material upon arrival at the site and during installation for size and condition of root balls, limbs, branching habit, insects, injuries, and latent defects.
 5. Owner and/or Architect may reject unsatisfactory or defective material at any time during the process of work. Remove rejected materials from the site immediately. Plants damaged in transit or at job site shall be rejected.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Preparation:
 1. Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape, and future development.
 2. Container Grown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.

- F. Shrub and tree pits shall be no less than two (2) feet, twenty-four (24") inches, wider than the lateral dimension of earth ball and six (6") inches deeper than it's vertical dimension. Remove and haul from site all rocks and stones over one (1") inch in diameter. Plants should be thoroughly moist before removing containers.
- G. Dig a wide, rough sided hole exactly the same depth as the height of the ball, especially at the surface of the ground. The sides of the hole should be rough and jagged, never slick or glazed.
- H. Percolation Test: Fill the hole with water. If the water level does not percolate within 24 hours, the tree needs to move to another location or have drainage added. Install a PVC stand pipe per tree planting detail as approved by the Landscape Architect.
- I. Backfill only with 5 parts existing soil or sandy loam and 1 part bed preparation. When the hole is dug in solid rock, topsoil from the same area should not be used. Carefully settle by watering to prevent air pockets. Remove the burlap from the top 1/3 of the ball, as well as all nylon, plastic string and wire mesh. Container trees will usually be pot bound, if so follow standard nursery practice of "root scoring".
- J. Do not wrap trees.
- K. Do not over prune.
- L. Mulch the top of the ball. Do not plant grass all the way to the trunk of the tree. Leave the area above the top of the ball and mulch with at least two (2) inches of specified mulch.
- M. All plant beds and trees to be mulched with a minimum settled thickness of two (2") inches over the entire bed or pit.
- N. Obstruction below ground: In the event that rock, or underground construction work or obstructions are encountered in any plant pit excavation work to be done under this section, alternate locations may be selected by the Owner. Where locations cannot be changed, the obstructions shall be removed to a depth of not less than three (3) feet below grade and no less than six (6") inches below the bottom of ball when plant is properly set at the required grade. The work of this section shall include the removal from the site of such rock or underground obstructions encountered at the cost of the Landscape Contractor.
- O. Trees and large shrubs shall be staked as site conditions require. Position stakes to secure tree against seasonal prevailing winds.
- P. Pruning and Mulching: Pruning shall be directed by the Architect and shall be pruned in accordance with standard horticultural practice following Fine Pruning, Class I pruning standards provided by National Arborist Association.

1. Dead wood or suckers and broken badly bruised branches shall be removed. General tipping of the branched is not permitted. Do not cut terminal branches.
2. Pruning shall be done with clean, sharp tools.
3. Immediately after planting operations are completed, all tree pits shall be covered with a layer of organic material two (2) inches in depth. This limit of the organic material
- Q. Steel Curbing Installation:
 1. Curbing shall be aligned as indicated on plans. Stake out limits of steel curbing and obtain Owners approval prior to installation.
 2. All steel curbing shall be free of kinks and abrupt bends.
 3. Top of curbing shall be 3/4" maximum height above grade.
 1. Stakes are to be installed on the planting bed side of the curbing, as opposed to the grass side.
 2. Do not install steel edging along sidewalks.
 3. Cut steel edging at 45 degree angle where edging meets sidewalk.

3.3 CLEANUP AND ACCEPTANCE

- A. Cleanup: During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized that they, too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing at end of each days work.

END OF SECTION

ACTION	
APPROVED	DENIED
STAFF _____	_____
COUNCIL _____	_____
_____	_____
_____	_____
See the Staff Approval Letter or Council Result Memo for any conditions associated with the approval of the project	



SEAL:

**CONCEPTUAL DRAWING
 NOT FOR CONSTRUCTION**
 MICHAEL R. MAYSE, ARCHITECT
 TEXAS # 8306

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Engineer:

**WESTERN
 INTERNATIONAL
 OFFICE
 BUILDING**

QUORUM DR. & EDWIN LEWIS DR.
 ADDISON, TX 75001



**TEXAS WESTERN
 HOSPITALITY**

WESTERN INTERNATIONAL
 4400 POST OAK PARKWAY, SUITE 2800
 HOUSTON, TX 77027

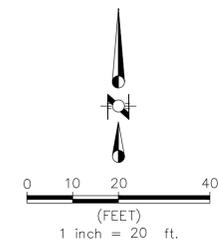
Revisions:

date
03/09/2018

job no.
17161

sheet title
**PRELIMINARY
 UTILITY PLAN**

sheet no.
C3.00

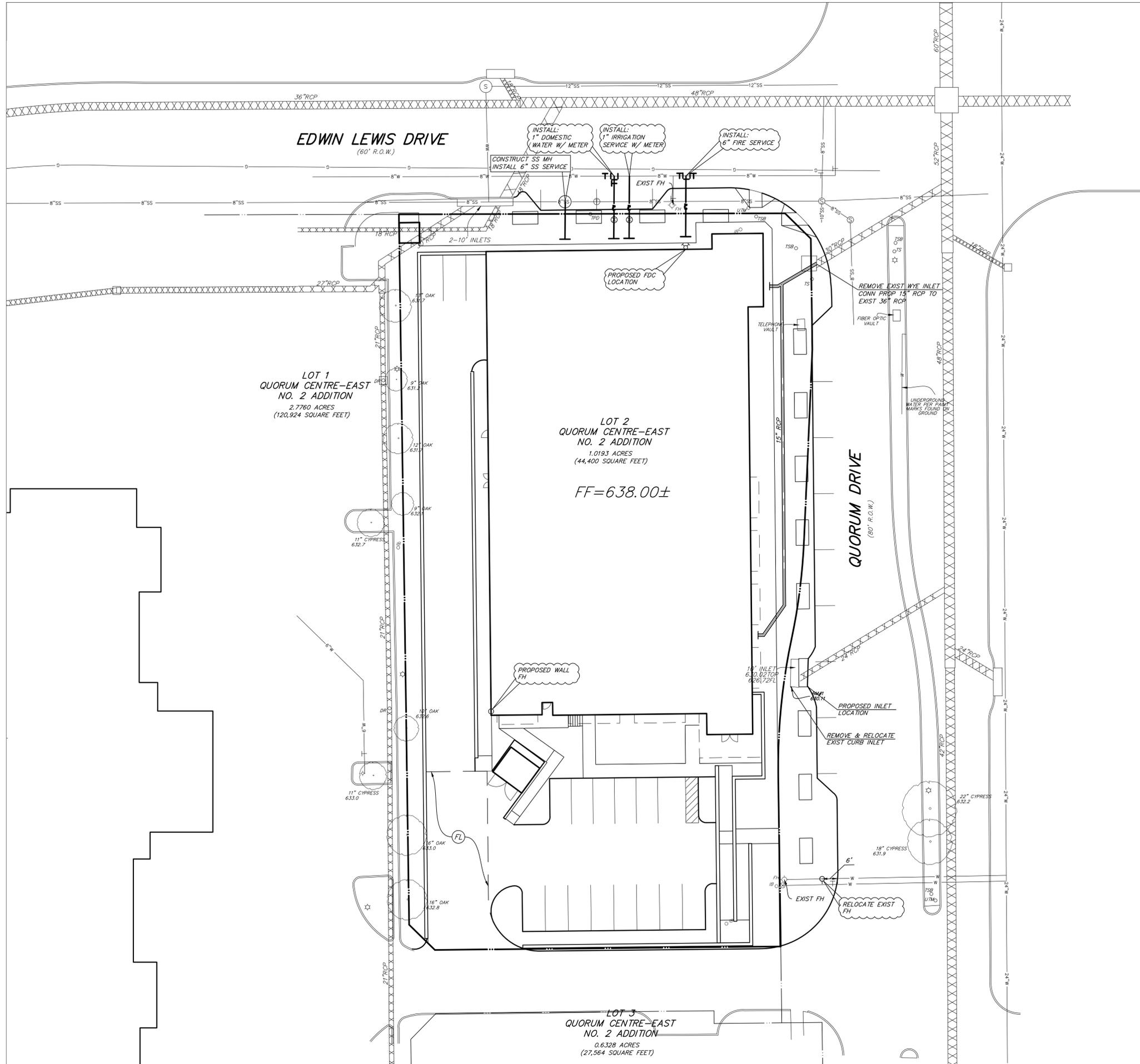


LEGEND

- XXXXXX EXISTING STORM SEWER
- ==== PROPOSED STORM SEWER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED SANITARY SEWER LINE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- (FL) PROPOSED FIRE LANE

THIS PLAN CONFORMS WITH DESIGN STANDARDS INCLUDED IN THE TOWN OF ADDISON TRANSPORTATION PLAN, WATER SYSTEM REQUIREMENTS, WASTE WATER SYSTEM REQUIREMENTS, AND DRAINAGE CRITERIA MANUAL.

THIS SITE IS LOCATED WITHIN WASTE WATER BASIN E.



ACTION	
APPROVED	DENIED
STAFF _____	_____
Date _____	Initials _____
COUNCIL _____	_____
Date _____	Initials _____

See the Staff Approval Letter or Council Result Memo for any conditions associated with the approval of the project.

RAYMOND L. GOODSON JR., INC.
 CONSULTING ENGINEERS
 12001 N. CENTRAL EXPRESSWAY, SUITE 300
 DALLAS, TEXAS 75243-2143/7539-3109
 E-MAIL: rlg@rlginc.com FIRM REG. F-493

PROGRESS SET - FOR REVIEW ONLY
 Issued 3/14/18

These documents are for Design Review and not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under the supervision of:
R. Phillip Brugger P.E. #120083
 Raymond L. Goodson, Jr., Inc.

Work Session and Regular Meeting**Meeting Date:** 04/10/2018**Department:** Infrastructure- Development Services

AGENDA CAPTION:

Hold A Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Changing the Zoning on Property Located at 15003 Inwood Road, Which Property is Currently Zoned Commercial-1 (C-1), by Approving a Special Use Permit for a Dog Kennel.** Case 1774-SUP/Camp Run A Mutt.

BACKGROUND:

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 20, 2018, voted to recommend approval of an ordinance changing the zoning on property located at 15003 Inwood Road, which property is currently zoned Commercial-1 (C-1), by approving a Special Use Permit to allow a dog kennel.

Voting Aye: Dougan, Groce, Meleky, Quintanilla, Resnik, Wheeler

Voting Nay: Souers

Absent: none

SPEAKERS AT THE PUBLIC HEARING: none

Please refer to the attached staff report and plans for additional information on this case. Please note that the plans attached to the agenda reflect the plans that were presented to the Planning and Zoning Commission. The attached ordinance references an Exhibit A that will include the development plans ultimately approved by Council. Exhibit A will be attached to the ordinance once the plans are updated based on the City Council's direction.

RECOMMENDATION:

Administration recommends approval, subject to staff's recommended condition that the northern driveway shall be closed and that area shall be landscaped in accordance with Town requirements.

As discussed in the staff report and at the Planning and Zoning Commission meeting, current Town standards only allow for one driveway entrance. The property currently has three. While the applicant has agreed to close one of the existing driveways, they are requesting that two remain open. The Planning and Zoning Commission did not include staff's recommended condition in their recommendation to the Council. Staff's is concerned that the property does not meet any of the criteria warranting an additional driveway, nor was an engineering study completed by the applicant assessing the second driveway.

AttachmentsOrdinance - 1774-SUPStaff Report - 1774-SUPPlans - 1774-SUP

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A SPECIAL USE PERMIT FOR A DOG KENNEL FOR PROPERTY LOCATED AT 15003 INWOOD ROAD; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR SAVINGS, PROVIDING A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE.

WHEREAS, the property located at 15003 Inwood Road, is zoned C-1, Commercial-1, through Ordinance Number 164; and

WHEREAS, at its regular meeting held on March 20, 2018, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit for a dog kennel (Case No.1774-SUP); and

WHEREAS, this change of zoning is in accordance with the adopted Comprehensive Plan of the Town of Addison, as amended; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at a public hearing, and other relevant information and materials, the City Council of the Town of Addison, Texas finds that this amendment promotes the general welfare and safety of this community.

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

Section 1. That the recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

Section 2. That a Special Use Permit authorizing a dog kennel, on the property located at 15003 Inwood Road, is hereby granted subject to the following conditions:

- (a) Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan, floor plan, building elevations, and landscape plan which are attached hereto as **Exhibit A** and made a part hereof for all purposes.
- (b) The Special Use Permit granted herein for a dog kennel shall be limited to that particular area designated on the final site plan as encompassing a total area not to exceed 10,464 square feet.

(c)If the property for which this Special Use Permit is granted is not used for the purposes for which said permits were granted within one (1) year after the adoption of this ordinance, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permit granted herein.

Section 3. That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

Section 4. That the provisions of this Ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this Ordinance, or application thereof to any person, firm, corporation or other business entity or any circumstance, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining or other parts or portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining parts or portions of this Ordinance despite such unconstitutionality, illegality, or invalidity, which remaining portions shall remain in full force and effect.

Section 5. That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 6. That this Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 10th day of April, 2018.

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Christie Wilson, Interim City Secretary

Brenda N. McDonald, City Attorney

CASE NO: 1774-SUP/Camp Run-A-Mutt

PUBLISHED ON:

Case No. 1774-SUP/Camp Run-A-Mutt

EXHIBIT A

1774-SUP

PUBLIC HEARING Case 1774-SUP/Camp Run A Mutt. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing the zoning on property located at 15003 Inwood Road, which property is currently zoned Commercial-1 (C-1), by approving a Special Use Permit for a dog kennel.

LOCATION MAP





March 16, 2018

STAFF REPORT

RE: Case 1774-SUP/Camp Run-A-Mutt
LOCATION: 15003 Inwood Road
REQUEST: Approval of a Special Use Permit for a dog kennel to allow a new pet daycare, boarding, and grooming establishment
APPLICANT: Roger Degregori

DISCUSSION:

Background: The property located at 15003 Inwood Road is currently a vacant one-story, single tenant retail building that was most recently occupied by Sigel's liquor store. The site is bordered by another single-story retail center to the south and a single-story self-storage facility to the north and west.

The site is zoned Commercial-1 (C-1), which allows for a variety of retail/showroom and office uses. The site was developed in 1983 and is required to abide by the zoning requirements in place at that time. The current landscaping regulations were approved in 2008, meaning that this site, as it is today, is exempted from these regulations. However, they become applicable at such time a property is rezoned, including an application for a Special Use Permit.

Proposed Use: The applicant is proposing to purchase this building and subdivide it into four leasable tenant spaces, consisting of retail, office, and pet daycare/grooming/boarding. In accordance with the Town's Code of Ordinances, a grooming facility that does not board pets is an allowed use in the C-1 district. A facility that boards pets, however, is defined by the Town as a kennel and requires a Special Use Permit.

Therefore, the applicant is requesting approval of a Special Use Permit for a dog kennel.

Proposed Plan: The applicant is proposing to convert the existing one-story single-tenant building of 18,500 square feet into a two-story four-tenant building of 25,938 square feet. 10,464 square feet of the building would be converted to contain the dog kennel. This would

result in the removal of the existing loading docks and the addition of a covered, fenced-in, outdoor dog run. The property owner is working with Camp Run-A-Mutt as the operational tenant for the dog kennel and is also intending to use a portion of the retail space for his own business, the Fish Gallery.

The applicant is increasing the landscaping, constructing sidewalks, and is closing one of the driveways in order to bring the site closer to compliance with the Town's requirements.

Exterior Facades: The building is primarily constructed from concrete masonry units (CMU). The exterior facades of the building would be upgraded to include individual entries for each space, as well as additional glazing.

Parking: The C-1 district requires that retail uses be parked at a ratio of 1 space per 200 square feet, office uses be parked at a ratio of 1 space per 300 square feet, and the kennel use to be parked as 1 per 1,000 square feet. The floor plan shows the following use breakdown:

Use	Requirement	Square Footage	Spaces Required
Retail	1 per 200	10,108	51
Office	1 per 300	5,980	20
Kennel	1 per 1,000	9,683	10
		Total Required:	81

The site plan shows that 81 spaces will be provided, which matches the requirement.

Fire Access: The plans have been reviewed by the Fire Marshal to ensure sufficient site access and building coverage. Current requirements call for a 24-foot-wide fire lane. The submitted site plans show that the requirement will be met.

Transportation: There are currently no sidewalks along Inwood Road. The Town's Master Transportation Plan requires a six-foot sidewalk along the street frontage that is located away from the back of curb. The plans show that this requirement will be met.

To improve safety and the efficient flow of traffic on public streets, the Town's transportation design standards call for properties to have only one driveway along a public street. The standards provide for exceptions to this if the property generates sufficient vehicle trips to warrant additional access points.

Currently, there are three driveways onto this site from Inwood Road. Staff requested that the northern and southern driveways be closed, leaving one driveway at the center of the site. The

proposed plans indicate that the southern driveway will be removed, but the applicant is requesting that the northern driveway remain open.

Although staff does not believe that the property warrants an exception, staff asked the applicant to hire a professional traffic engineer to study the trip generation for this site and performance of the intersections confirm. The applicant chose not to do this and is asking that the Planning and Zoning Commission and City Council allow for two driveways.

Landscaping: The proposed Landscape Plan has been reviewed by the Parks Department to ensure compliance with the Town's Landscape Ordinance. The Landscape Ordinance requires that properties be brought up to current standards when they are rezoned. One such requirement is a 25-foot landscaping setback from the street, which cannot be met without taking the site out of compliance with the parking requirement. Staff believes that given the site constraints, the provided landscape plans are adequate.

The outdoor dog run will be covered with an artificial turf product. This will be easier for the operator to maintain given the high pet traffic and potential damage from pet waste. The run will be fenced, and the turf will not be visible from the street.

Comprehensive Plan: In 2016, the Town completed the Inwood Road Enhancement Zone Study. The findings of this study were ultimately adopted in 2017 as a Comprehensive Plan amendment, identifying goals of promoting higher density, diverse, mixed-use redevelopment with focus on pedestrian safety, walkability, and connectivity especially through additional east/west connections. In addition to these goals, the Plan describes "character districts" that were intended to guide future zoning decisions on land use and development standards.

This property falls within the Inwood District. According to the Plan, the permissible uses in the Inwood District include dining/retail, office, hotel or some mix of those uses. The Plan also calls for transitioning to multi-level buildings of 2-4 stories.

Based on the recent Comprehensive Plan amendment, staff believes that while this is not the ideal site layout or desired building massing, the proposed mix of uses, as well as the applicant's efforts to activate the street and provide more glazing along the facades, moves the ball forward in achieving the Town's vision for this area.

RECOMMENDATION: CONDITIONAL APPROVAL

Staff believes that the proposed mix of uses is appropriate for this site and does not foresee any issues, with regard to the dog kennel, from the adjacent property owners. Applicant has made efforts to bring the site into compliance with the most current standards.

Additionally, staff researched the proposed dog kennel operator, Camp Run-A Mutt. It appears that this is a highly praised, award-winning, daycare, grooming, boarding, and training business with 12 locations across the United States, one of which is in Houston, Texas.

Staff believes that this proposal is a reasonable and best re-use of the existing building, and recommends approval of the proposed Special Use Permit, for a dog kennel, subject to the following condition:

- The applicant shall revise the plans to close the northern driveway and replace it with landscaping in accordance with Town requirements.



Case 1774-SUP/Camp Run-A-Mutt
March 20, 2018

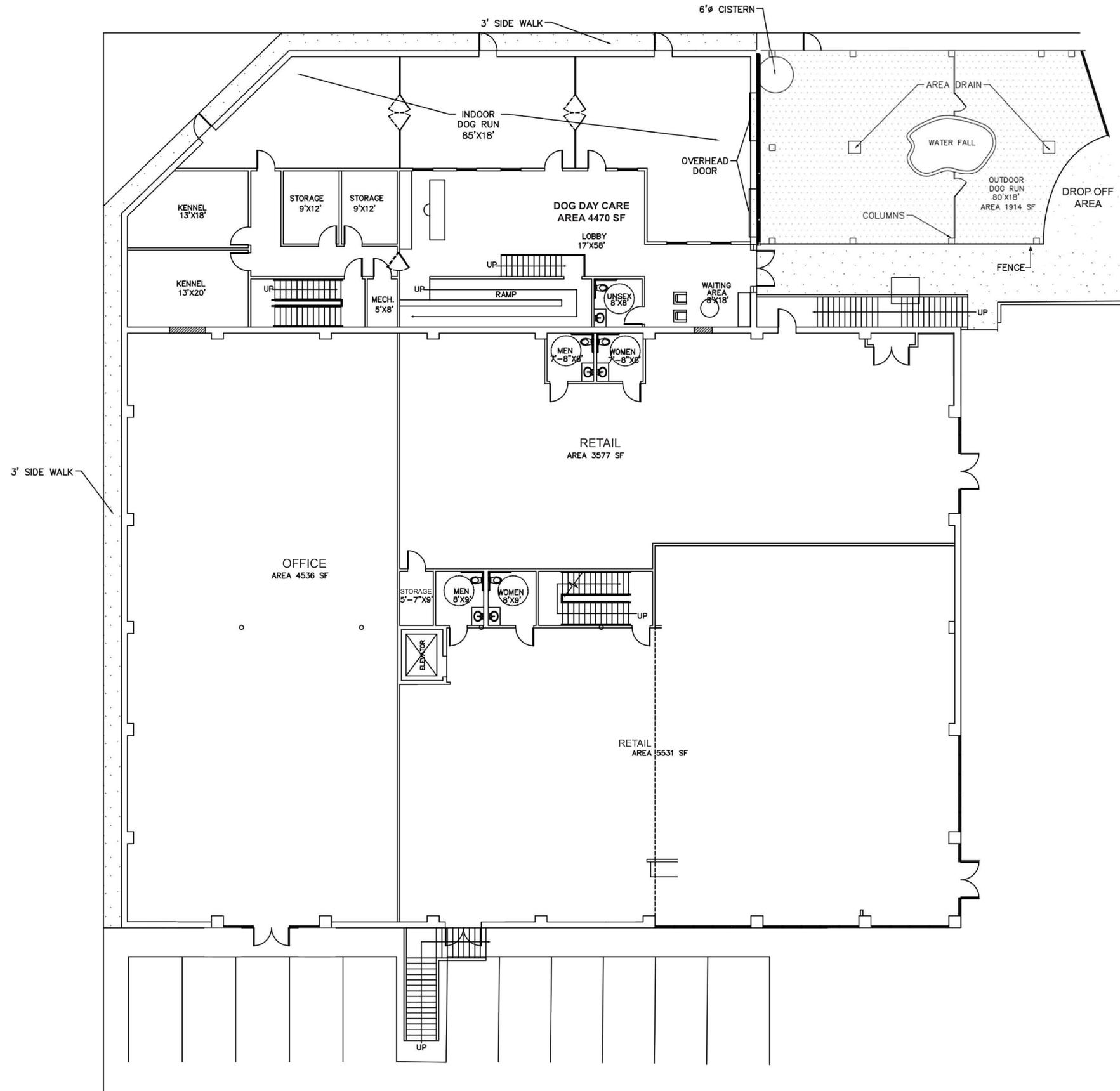
COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 20, 2018, voted to recommend approval of an ordinance changing the zoning on property located at 15003 Inwood Road, which property is currently zoned Commercial-1 (C-1), by approving a Special Use Permit to allow a dog kennel without conditions.

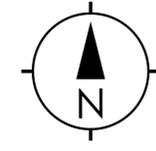
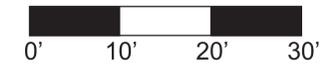
Voting Aye: Dougan, Groce, Meleky, Quintanilla, Resnik, Wheeler
Voting Nay: Souers
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none



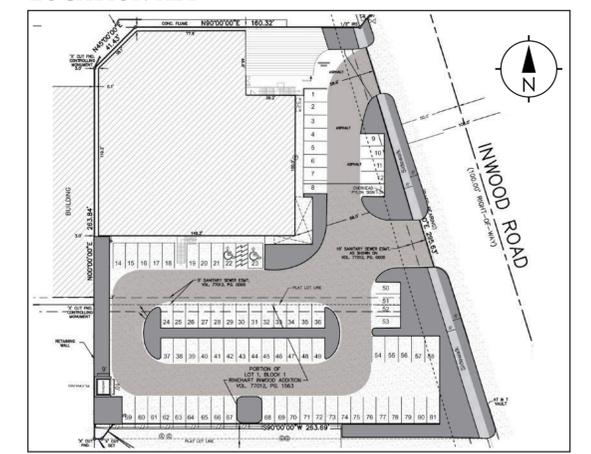
SCALE 1" = 10' 0"



Total Square Footage: 25,938
 Retail: 10,108 SF (40%)
 Kennel/Dog Run: 9,683 SF (37%)
 Office: 5,980 SF (23%)

SUP SF: 10,464
 Retail: 781 SF (7%)
 Kennel/Dog Run: 9,683 SF (93%)
 Office: 0 SF (0%)

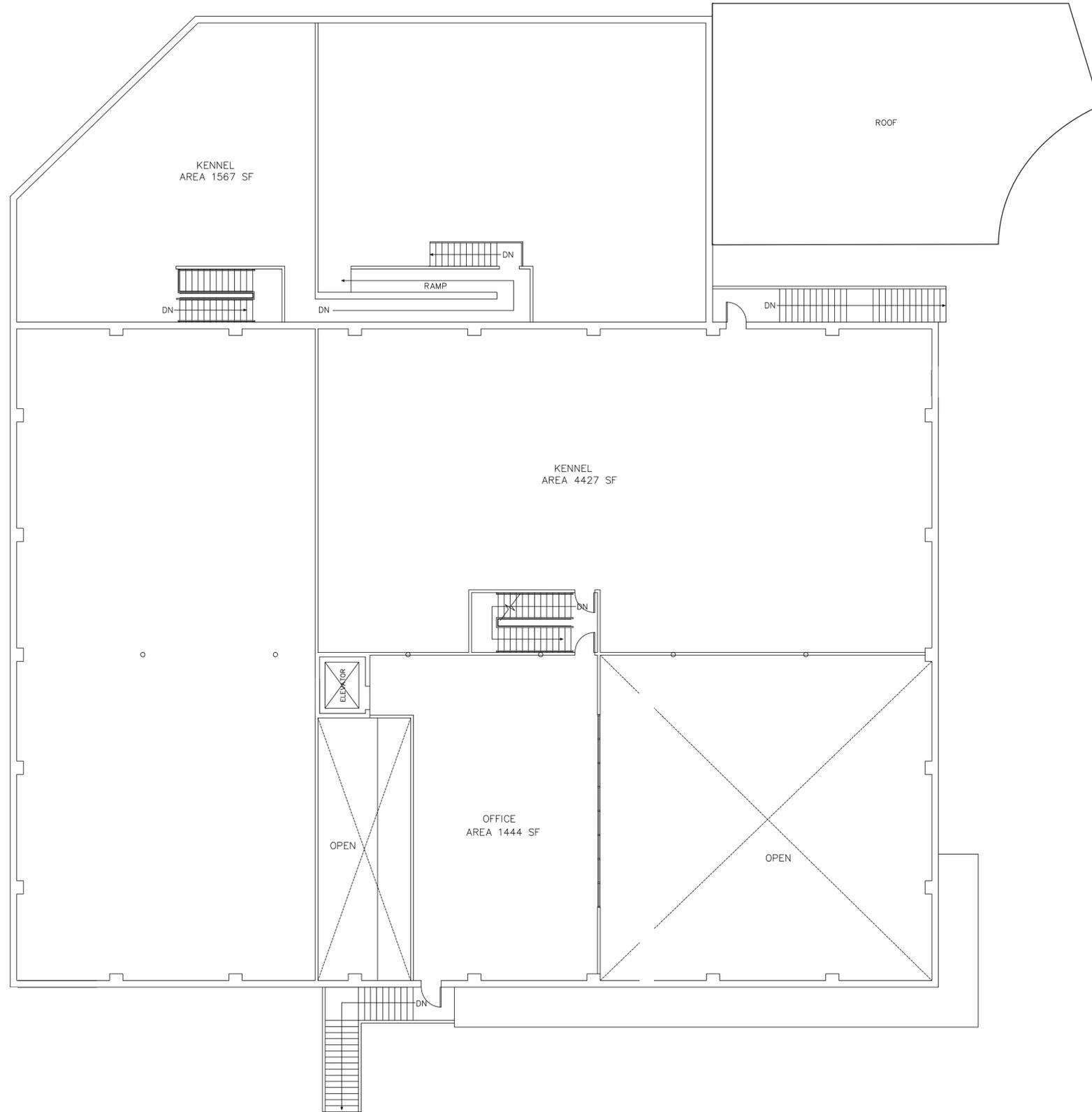
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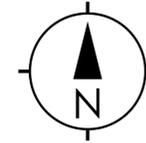
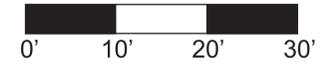
**THE FISH GALLERY -
 15003 INWOOD ROAD ADDISON, TX 75001**
 LEGAL 1: JOSIAH PANCOAST ABST 1146 PG 536
 LEGAL 4: VOL87001/3230 EX122986 CO-DALLAS
 LOT NUMBER: LOT 1 BLOCK 1
 ACREAGE: 1.153 ACRES
 SURVEY NUMBER: P-3670
 Prep. Dates: 9/8/2017, 10/9/2017, 10/14/2017, 10/21/2017, 10/27/2017, 11/3/2017,
 11/8/2017, 2/5/2018, 2/27/2018, 3/9/2018

OWNER:
 JOE C. THOMPSON JR.
 3322 SHORECREST DRIVE #235
 DALLAS, TX, 75235
 214-707-6463

APPLICANT:
 ROGER DEGREGORI
 2909 FOUNTAIN VIEW DRIVE
 HOUSTON TX, 77057



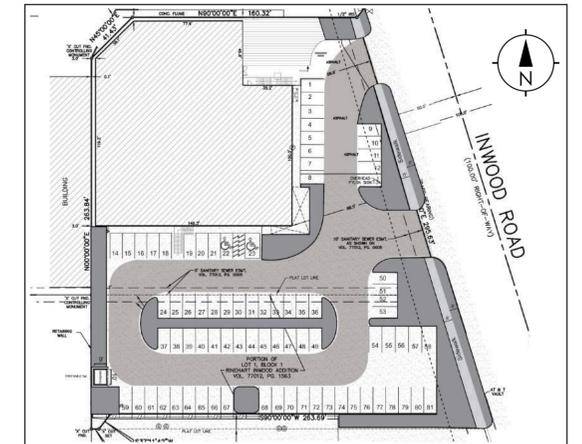
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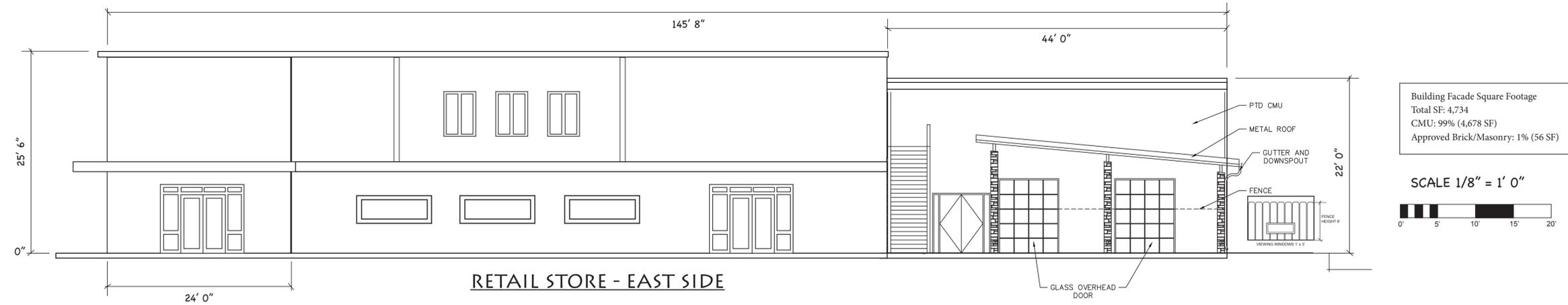
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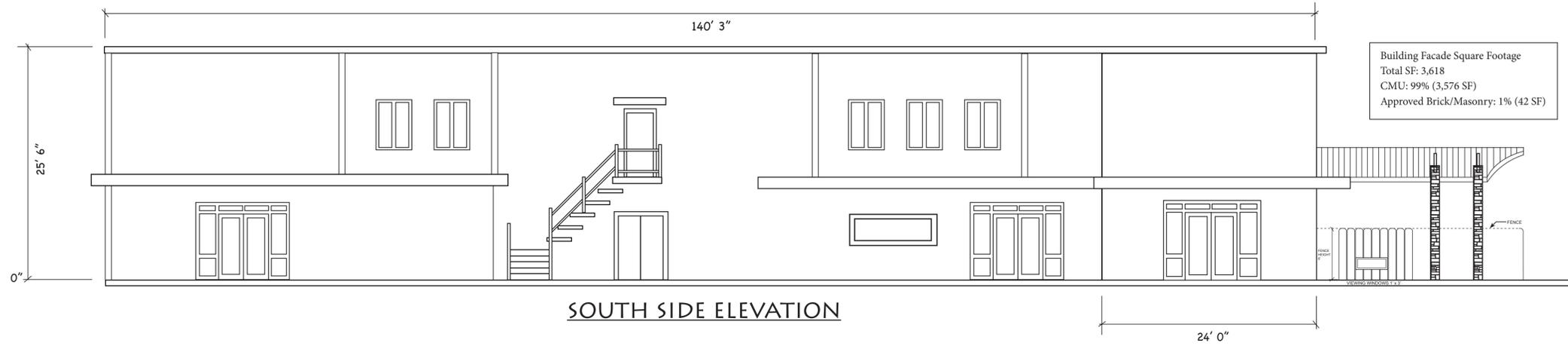
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15003 INWOOD ROAD ELEVATION

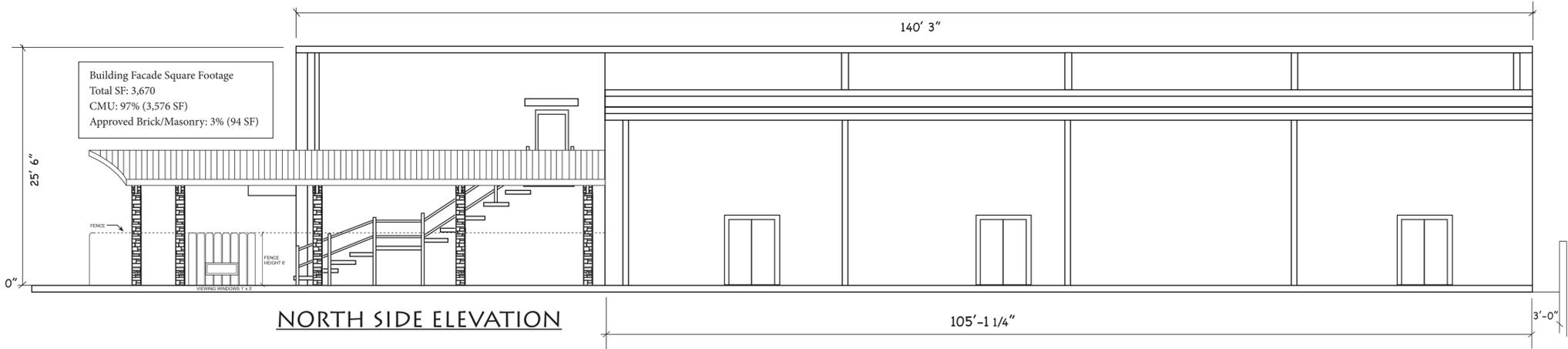
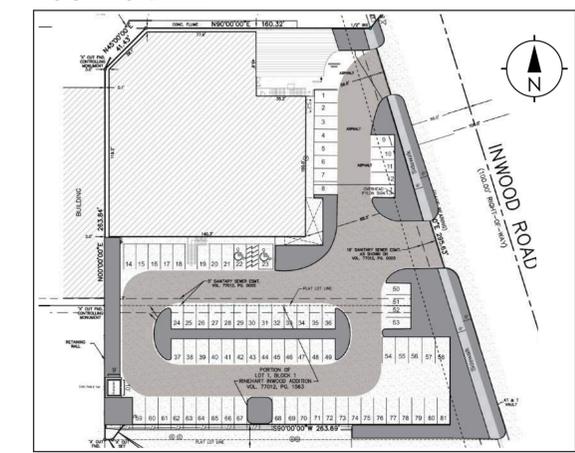


FACADE PLAN NOTES

- This Facade Plan is for conceptual purposes only. All building plans require review and approval by Development Services.
- All mechanical units shall be screened from public view as required by the Zoning Ordinance.
- When permitted, exposed utility boxes and conduits shall be painted to match the building.
- All signage areas and locations are subject to approval by Development Services.
- Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official.



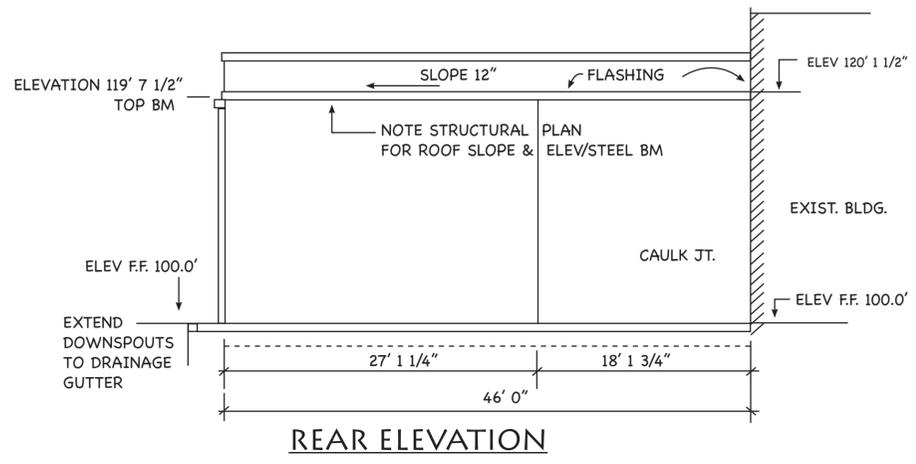
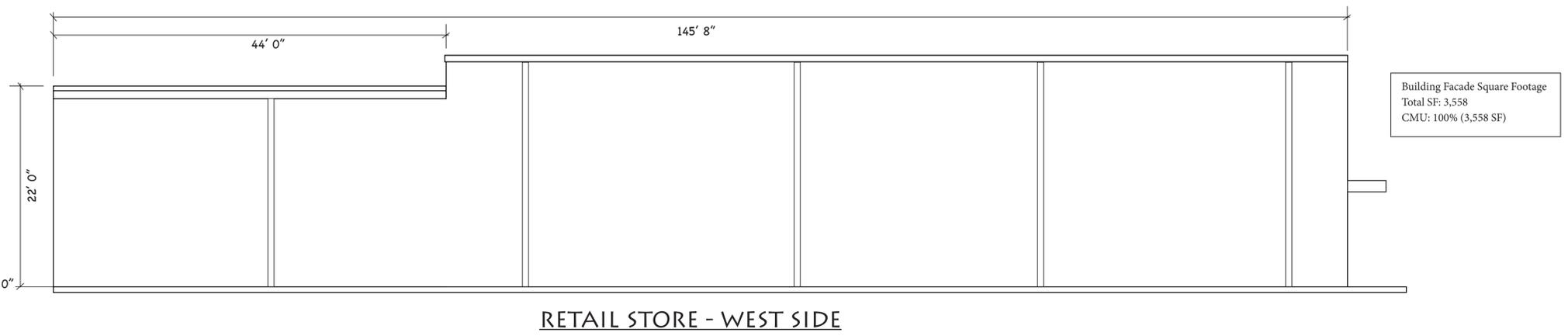
LOCATION KEY



THE FISH GALLERY -
15003 INWOOD ROAD ADDISON, TX 75001
 LEGAL 1: JOSIAH PANCOAST ABST 1146 PG 536
 LEGAL 4: VOL87001/3230 EX122986 CO-DALLAS
 LOT NUMBER: LOT 1 BLOCK 1
 ACREAGE: 1.506 ACRES
 SURVEY NUMBER: P-3670
 Prep. Dates: 9/8/2017, 10/9/2017, 10/14/2017, 10/21/2017, 10/27/2017, 11/3/2017, 11/8/2017, 2/5/2018, 2/27/2018, 3/9/2018

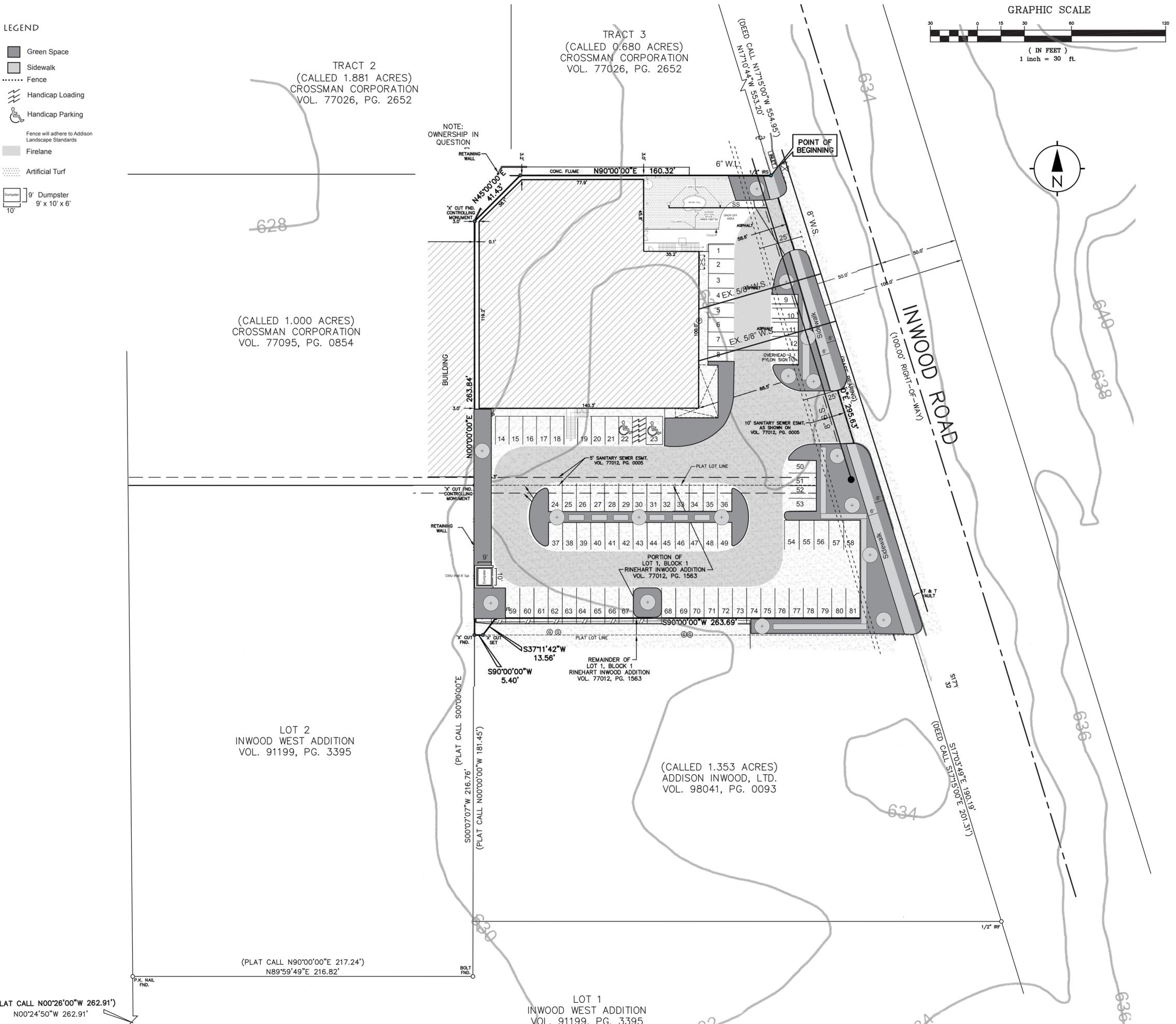
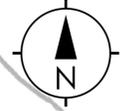
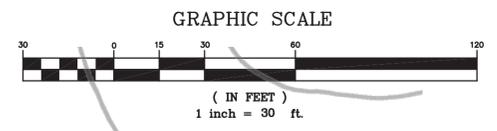
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APPLICANT:
 ROGER DEGREGORI
 2909 FOUNTAIN VIEW DRIVE
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LEGEND

-  Green Space
-  Sidewalk
-  Fence
-  Handicap Loading
-  Handicap Parking
-  Fence will adhere to Addison Landscape Standards
-  Firelane
-  Artificial Turf
-  9' Dumpster
-  9' x 10' x 6'



DRAINAGE PLAN

SITE PLAN NOTES

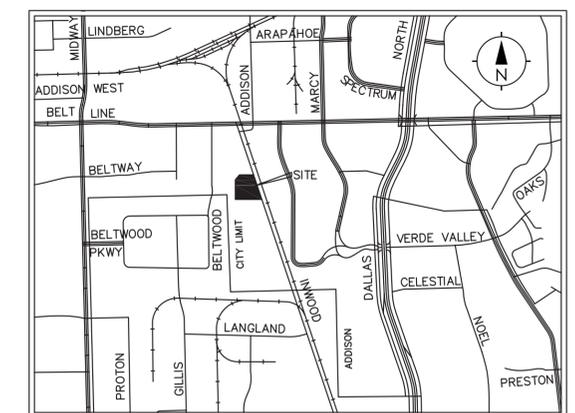
1. Any revision to this plan will require Town approval and will require revisions to any corresponding plans to avoid conflicts between plans.
2. Open storage, where permitted, shall be screened in accordance with the zoning Ordinance.
3. Buildings with an aggregate sum of 5,000 square feet or greater on a lot shall have automatic sprinklers installed throughout all structures. Alternative fire protection measures may be approved by the Fire Department.
4. All signage is subject to town approval.
5. All fences and retaining walls shall be shown on the site plan and are subject to building Inspection Division approval.
6. No existing trees will be preserved

Current Zoning: Commercial 1
 Proposed SUP: DOG KENNEL (10,464 sq ft)
 Proposed Uses: Office/KENNEL/Retail
 Total LOT area: 65,583 SQ. FT (1.506 Acres)
 Building Area: 25,938 sq ft
 Required Greenspace: 20%/13,117 Sq. ft.
 Greenspace Provided: 20%/13,203 Sq. ft
 Height: 27 Ft., 1 story
 Lot coverage: 30%
 Sq. Ft. of impervious surface: 52,380 Sq. Ft
 Total Parking: 1/per 200 Retail,
 1 per/300 Office, 1 per/1,000 warehouse (Est. 81 needed)
 Current number of parking: 81
 i. Retail: 1/200 = 51 spaces
 ii. Kennel: 1/1,000 = 10 spaces
 iii. Office: 1/300 = 20 spaces
 Handicap parking is provided in accordance with ada standards

THE FISH GALLERY - 15003 INWOOD ROAD ADDISON, TX 75001

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 LEGAL 4: VOL87001/3230 EX122986 CO-DALLAS
 Lot Number: Lot 1 Block 1
 Acreage: 1.506 Acres
 Survey number: P-3670
 Prep. Dates: 9/8/2017, 10/9/2017, 10/14/2017, 10/21/2017, 10/27/2017, 11/3/2017, 11/8/2017, 2/5/2018, 2/27/2018, 3/9/2018

LOCATION KEY



VICINITY MAP NOT TO SCALE

ACTION	
APPROVED	DENIED
STAFF _____	Date _____ Title _____
COUNCIL _____	Date _____ Title _____

See the Staff Approval Letter or Council Resolution Memo for any conditions associated with the approval of the project.

OWNER:
 JOE C. THOMPSON JR.
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 214-707-6463

APPLICANT:
 ROGER DE GREGORI
 2909 FOUNTAIN VIEW DRIVE
 HOUSTON TX, 77057

Work Session and Regular Meeting

Meeting Date: 04/10/2018

Department: Infrastructure- Development Services

AGENDA CAPTION:

Present, Discuss, and Consider Action on an **Ordinance Granting a Meritorious Exception for Fresh Image, Located at 17311 Dallas Parkway, from the Code of Ordinances, Chapter 62 Section 62-163. – Area in Order to Permit a Sign Exceeding the Allowed Letter/Logo Height Requirement.**

BACKGROUND:

Fresh Image is a new cosmetic surgery tenant within the Mycon Center located at 17311 Dallas Parkway. On January 22, 2018, the tenant’s sign contractor submitted an application for an attached sign.

The Sign Code, Chapter 62 of the Code of Ordinances, regulates attached signage as follows:

Section 62-163. – Area.

(5) Maximum letter/logo height of attached signs shall not exceed twice the allowable effective area as specified

in subsections (1) and (2) of this section. The street curb referenced in Schedule B shall be the street curb

closes and/or adjacent to the property where the sign is to be installed. *Maximum letter/logo height of*

attached signs shall be determined by Schedule A or Schedule B as follows:

Schedule A:

Sign Height Above Grade (feet)	Maximum Letter/Logo Height (inches)
0 — 36	16
37 — 48	36

Schedule B:

Horizontal Distance of Sign From Street Curb (feet)	Maximum Letter/Logo Height (inches)
100—149	24

b. Not more than 50 percent of the letters in each individual sign height category in Schedules A and B may be 25 percent taller than the specified maximum letter/logo height.

The sign was proposed at 35 feet and 10 inches above grade and was setback less than 100 feet from Dallas Parkway. The application included 19-inch-tall “Fresh Image” letters, 9.25 inch tall “Cosmetic Surgery Center” letters, and a 36-inch-tall flower logo. While the letter heights met the Sign Code requirements for attached signage, the flower logo did not comply, exceeding the letter/logo height allowance for signs installed below 37 feet, and less than 100 feet from the back of the nearest street curb. Per Section 62-163 (5) b, utilizing the allowance providing an additional 25% in height, the logo is allowed to be a maximum of 20 inches tall. Staff notified the applicant of the logo’s noncompliance. The

applicant subsequently requested approval of the sign permit without the logo, and staff issued the sign permit for just the text on January 23, 2018.

On January 26, 2018 the applicant inquired about the installation of the flower logo. Through discussions, several options were identified as follows:

- Reducing the size of the logo to 20 inches in height,
- Moving the 36 inch logo to a different façade where it could be installed at 37 feet, or at least 100 feet away from the nearest street curb,
- Reinstalling the existing sign with the 36 inch logo to meet the 37 foot height requirement, or
- Requesting a meritorious exception

The applicant is requesting a meritorious exception to install the 36 inch logo on the east façade, next to the existing “Fresh Image” letters. The applicant now states that the height of the sign is actually 36 feet and 2 inches, instead of the originally proposed 35 feet and 10 inches. Regardless, the sign is below the 37 foot threshold allowing a larger sign. The proposed logo does not comply with the height requirement set forth in Sign Code Ordinance Section 62-163, exceeding the allowed letter/logo height by 16 inches. This equates to an 80% increase in size from what is allowed by the Code.

RECOMMENDATION:

Administration recommends denial.

Attachments

Ordinance - Fresh Image
Application - Fresh Image

TOWN OF ADDISON, TEXAS

ORDINANCE NO. 018-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS GRANTING MERITORIOUS EXCEPTIONS TO SECTION 62-163 OF CHAPTER 62 OF THE CODE OF ORDINANCES TO ALLOW A 36 INCH TALL LOGO, IN ADDITION TO THE EXISTING ATTACHED SIGN ON THE EAST FAÇADE, HANGING BELOW 37 FEET IN HEIGHT, AND UNDER 100 FEET FROM THE STREET CURB, ON THE PROPERTY LOCATED AT 17311 DALLAS PARKWAY, PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 62 of the Code of Ordinances regulates signage in the Town of Addison; and

WHEREAS, Section 62-33 permits the City Council to approve exceptions to the provisions of Chapter 62 in cases that have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment; and

WHEREAS, the City Council has determined that the grant of the meritorious exception contained herein is in the best interest of the public and promotes the visual environment of the Town.

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

Section 1. That the recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

Section 2. That meritorious exception to Section 62-163 of Chapter 62 of the Code of Ordinances are hereby granted to allow a 36 inch tall logo, in addition to the existing attached wall sign on the east façade, hanging below 37 feet in height, as detailed in **Exhibit A**, for Fresh Image, located at 17311 Dallas Parkway. No other additional signage is permitted unless it complies with Chapter 62 of the Code of Ordinances.

Section 3. Any person, firm, corporation, or other business entity violating any of the provisions or terms of this Ordinance shall, in accordance with Section 62-35 of the Town of Addison Code of Ordinance (Violations), be fined, upon conviction, in an amount of not more than Five Hundred and No/100 Dollars (\$500.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

Section 4. That this Ordinance shall take effect from and after its date of adoption and publication as required by law.

Ordinance No. _____

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 10th day of April, 2018.

Joe Chow, Mayor

ATTEST:

Christie Wilson, Interim City Secretary

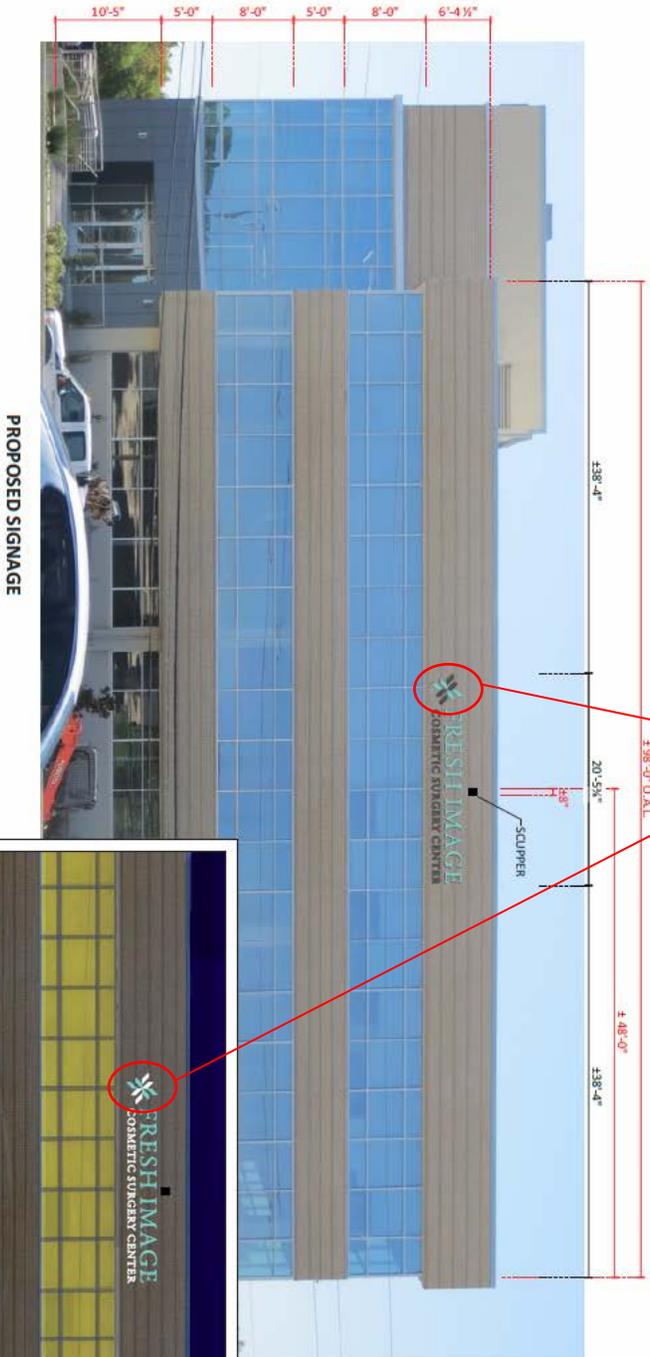
APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

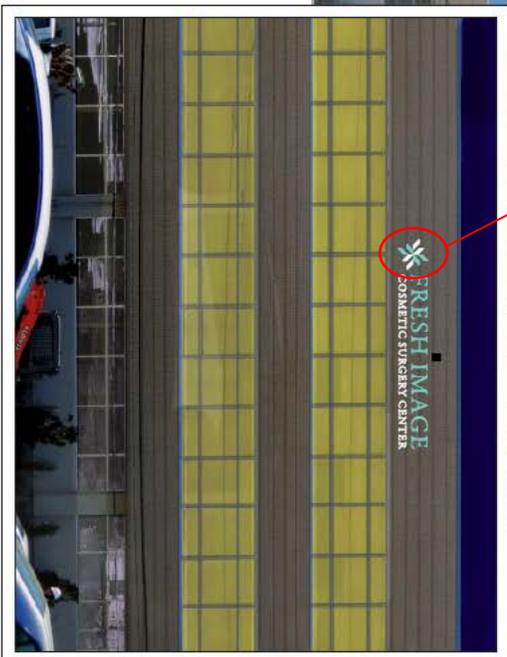
Ordinance No. _____

Exhibit A

Meritorious Exception is only applicable to the 36-inch-tall flower logo.



A FACE LIT CHANNEL LETTERS
 (1) SET REQUIRED - MANUFACTURE & INSTALL
 SCALE: 1/32" = 1'-0"
61.62 SqFT
 MANUFACTURING SURVEY REQ.
 PRIOR TO FABRICATION

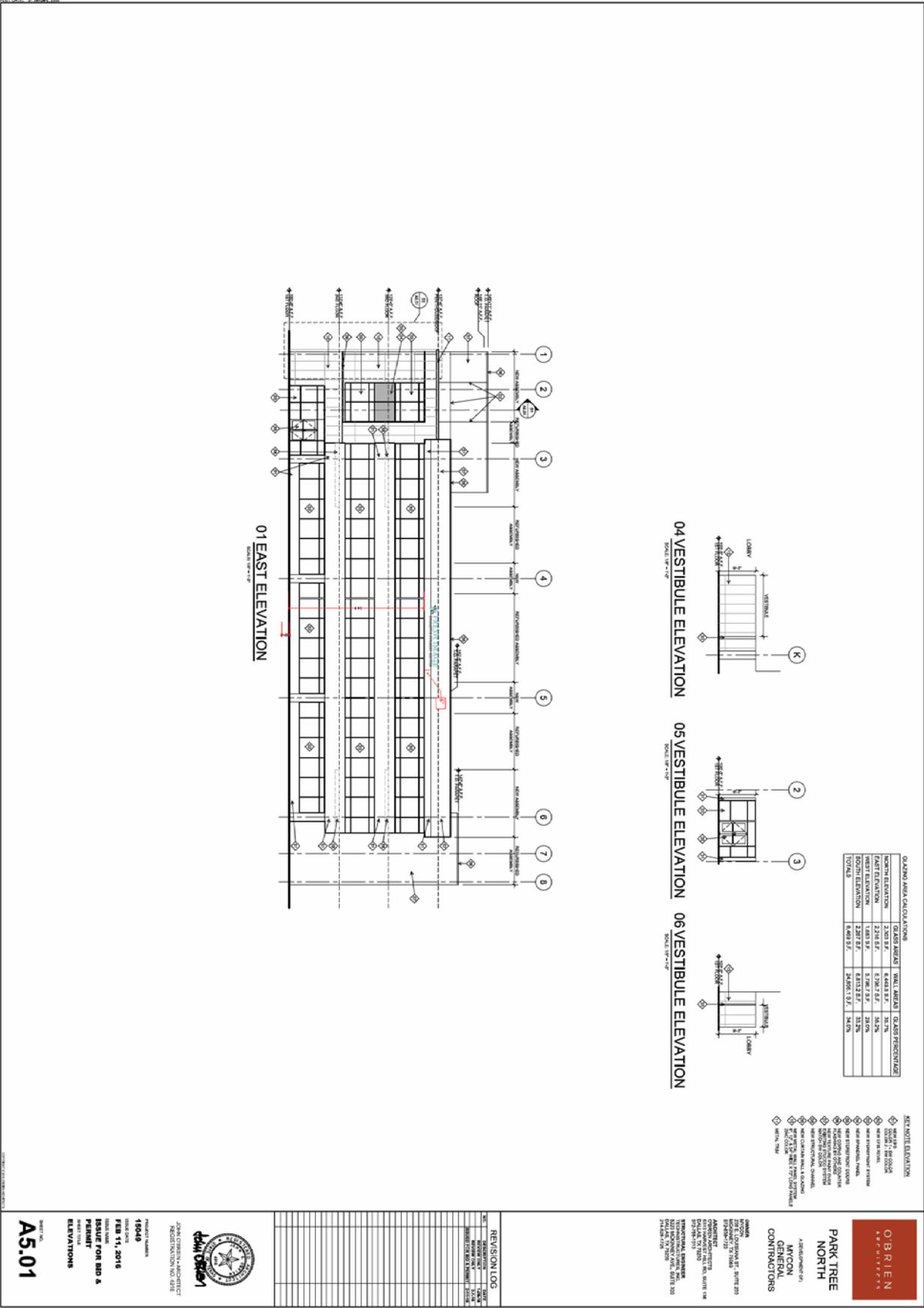


The rest of the sign has been approved through permit# SIGGN2018-01-0140.

FRESH IMAGE	
Design #	0396513A2
Sheet 1 of 3	
Client	Fresh Image
Address	17311 Dallas Pkwy Dallas, TX
Account Mgr.	Luke Allerton
Designer	sd
Date	9/14/17
Client	
Sales	
Estimating	
Art	
Engineering	
Landscaping	
Revision/Date	
R1 add 9/29/17 add section details, add night view R2 DMK 12/7/17: revise logo to 36"	
Chandler Signs 3214 W. Loop West, Suite 100 Houston, TX 77056-1000 Phone: 281.750.2000 Fax: 281.750.2001 Website: www.chandler-signs.com	
3214 W. Loop West, Suite 100 Houston, TX 77056-1000 Phone: 281.750.2000 Fax: 281.750.2001 Website: www.chandler-signs.com	
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FINAL ELECTRICAL CONNECTION BY CUSTOMER	

Ordinance No. _____

Exhibit A



Ordinance No. _____



MERITORIOUS EXCEPTION APPLICATION

To be completed by Town staff:

Application date: 3-27-18 Application/Fee Received: _____ Fee paid: \$300

APPLICANT CONTACT

I hereby certify that the information in this application is true and correct to the best of my knowledge.

Name: (printed) LUKE ALLBRITTON

Company name: CHANDLER SIGNS

Address: 14201 SOVEREIGN RD #101

Phone: 972-739-0505 Email: LALLBRITTON@CHANDLERSIGNS.COM

Status of Applicant: Owner Tenant Contractor Other: _____

Applicant's Signature: [Signature]

INFORMATION ABOUT THE REQUEST

Address or location: 17311 DALLAS PKWY - DALLAS, TX 75248

Reasons for Meritorious Exception: Requesting approval for a 36" tall customer logo to be included alongside recently approved and installed building signage.

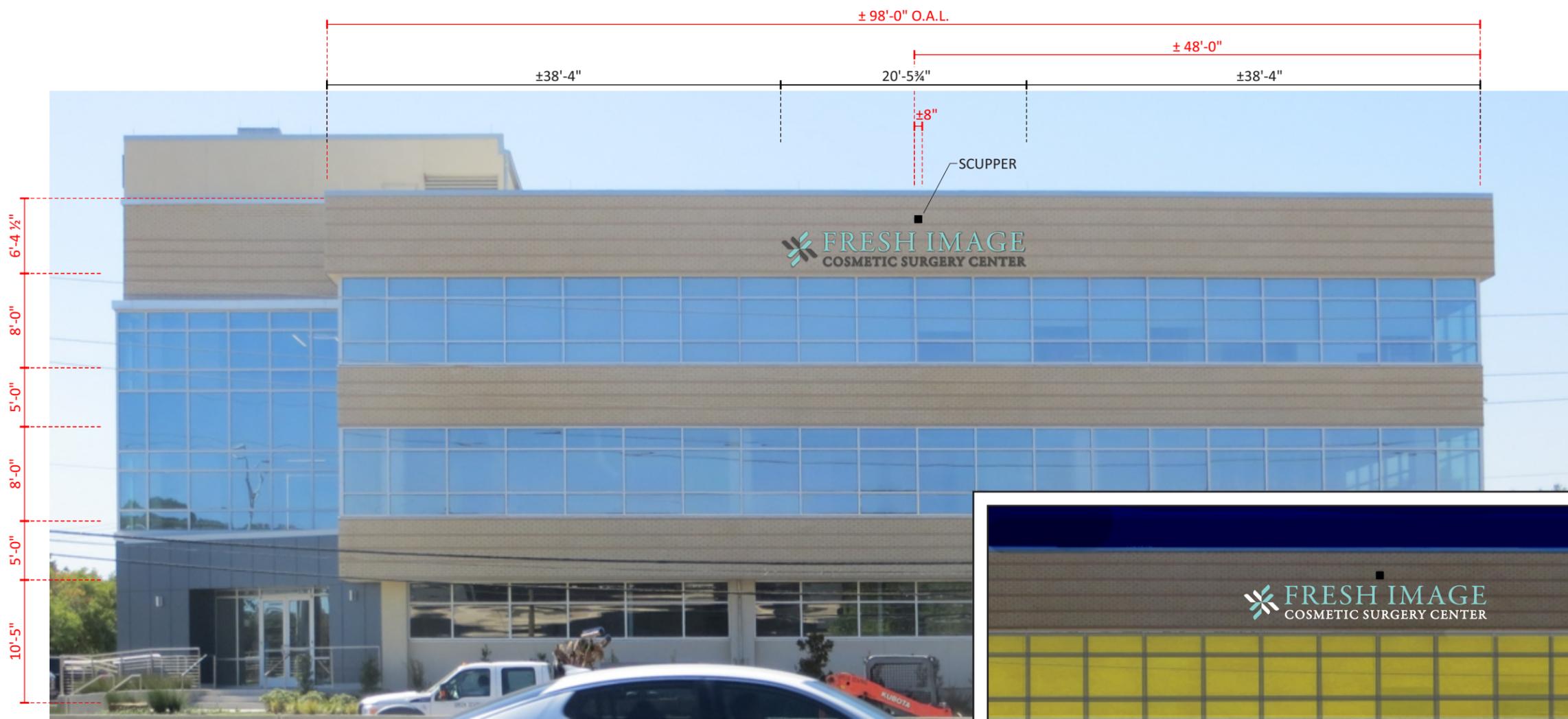
SUBMITTAL REQUIREMENTS

You must submit 3 paper copies (11x17) and a PDF of plans showing:

- Lot Lines
- Names of Adjacent Streets
- Location of Existing Buildings and Signs
- Proposed Signs
- Sketch of the Sign with Scale, Dimensions, and Setbacks Indicated



FRESH IMAGE



FRESH IMAGE
COSMETIC SURGERY CENTER

SCUPPER

6'-4 1/2"
8'-0"
5'-0"
8'-0"
5'-0"
10'-5"

±38'-4"

±98'-0" O.A.L.

20'-5 3/4"

±48'-0"

±38'-4"

PROPOSED SIGNAGE



FRESH IMAGE
COSMETIC SURGERY CENTER

NIGHT VIEW

A FACE LIT CHANNEL LETTERS

(1) SET REQUIRED - MANUFACTURE & INSTALL

SCALE: ±3/32" = 1'-0"

61.62 SqFT

MANUFACTURING SURVEY REQ.
PRIOR TO FABRICATION

Design #	0396513Ar2
Sheet	1 of 3
Client	Fresh Image
Address	17311 Dallas Pkwy Dallas, TX
Account Rep.	Luke Allbritton
Designer	sdr
Date	9/14/17
Approval / Date	
Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	
Revision/Date	

R1 sdr 9/29/17 adj. section details, added night view
R2 KMc 12/7/17: revise logo to 36"

Chandler Signs
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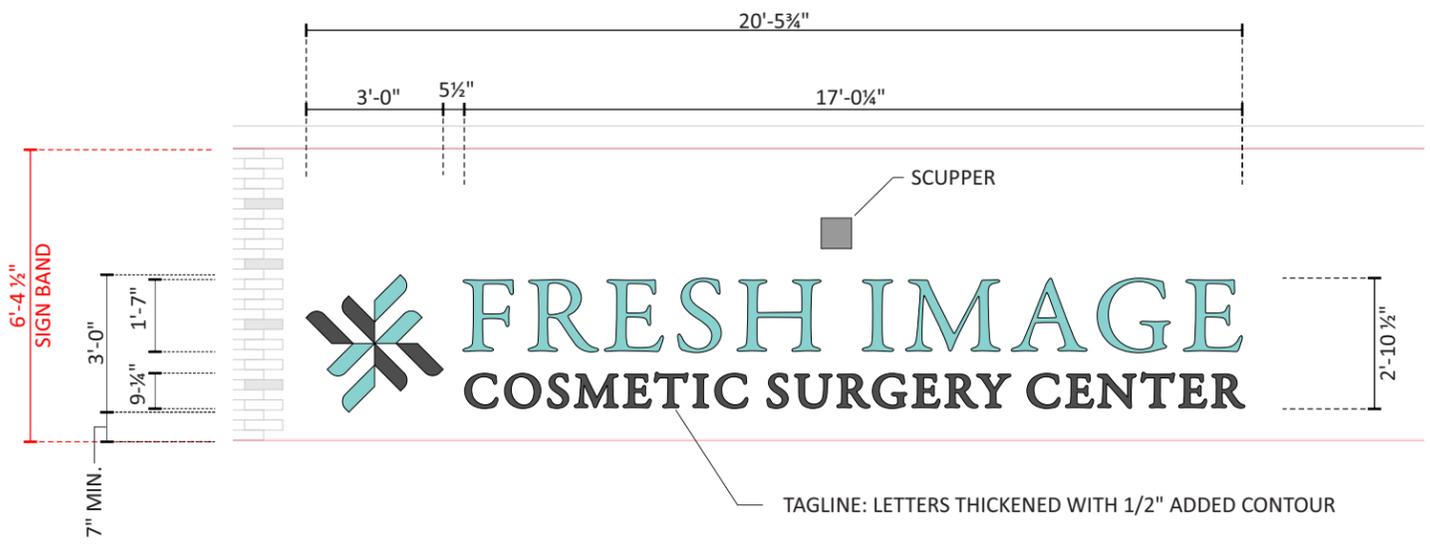
chandler signs.com	
National Headquarters	3201 Manor Way Dallas, TX 75235 (214) 902-2000 Fax (214) 902-2044
San Antonio	17319 San Pedro Ave Ste 200 San Antonio, TX 78232 (210) 349-3804 Fax (210) 349-8724
West Coast	3220 Executive Ridge Dr Ste 250 Vista, CA 92081 (760) 734-1708 Fax (760) 734-3752
Northeast US	965 Baxter Avenue Suite 200 Louisville, KY 40204 (502) 479-3075 Fax (502) 412-0013
Florida	2584 Sand Hill Point Circle Davenport, FL 33837 (863) 420-1100 Fax (863) 424-1160
Georgia	37 Waterfront Part Court Dawsonville, GA 30534 (678) 725-8852 Fax (210) 349-8724
South Texas	PO BOX 125 206 Doral Drive Portland, TX 78374 (863) 563-5399 Fax (361) 643-6533

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FINAL ELECTRICAL CONNECTION BY CUSTOMER

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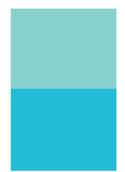
FACE LIT CHANNEL LETTERS

A (1) SET REQUIRED - MANUFACTURE & INSTALL

SCALE: 1/4" = 1'-0"

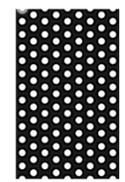
61.62 SqFT

** SIGN HEIGHT / LOCATION TO BE DETERMINED FOR BEST FIT BENEATH THE SCUPPER (SURVEY REQUIRED)



"FRESH IMAGE" COPY & PARTIAL LOGO:

RETURNS PTM FACES TURQUOISE VINYL
3M #3630-236 TRANSLUCENT TURQUOISE VINYL
1" JEWELITE TEAL TRIM CAP (STOCK)



TAG LINE & PARTIAL LOGO:

RETURNS PTM BLACK
FACES: 3M #3635-222 DUAL-COLOR BLACK VINYL (ILLUMINATES WHITE AT NIGHT)
1" BLACK JEWELITE TRIM CAP

COLOR DETAIL

SIDE VIEW

FABRICATED ALUMINUM CHANNEL
LETTERS - INSIDE PAINTED
LIGHT-ENHANCING WHITE

1" JEWELITE TRIM CAP

3/16" #2447 WHITE ACRYLIC FACE
1st SURFACE VINYL OVERLAY
COLORS DETAILS ON LEFT

GE TETRAMAX 7100K WHITE
LED ILLUMINATION

PAIGE "RIP STRIP" 18AWG 2NDARY
WIRE THRU PAIGE "WALL BUSTER"
PLASTIC PASS-THRU TO WEATHERPROOF
SPLICE BOX & GE LED POWER SUPPLY
IN PAIGE BOX BEHIND WALL -

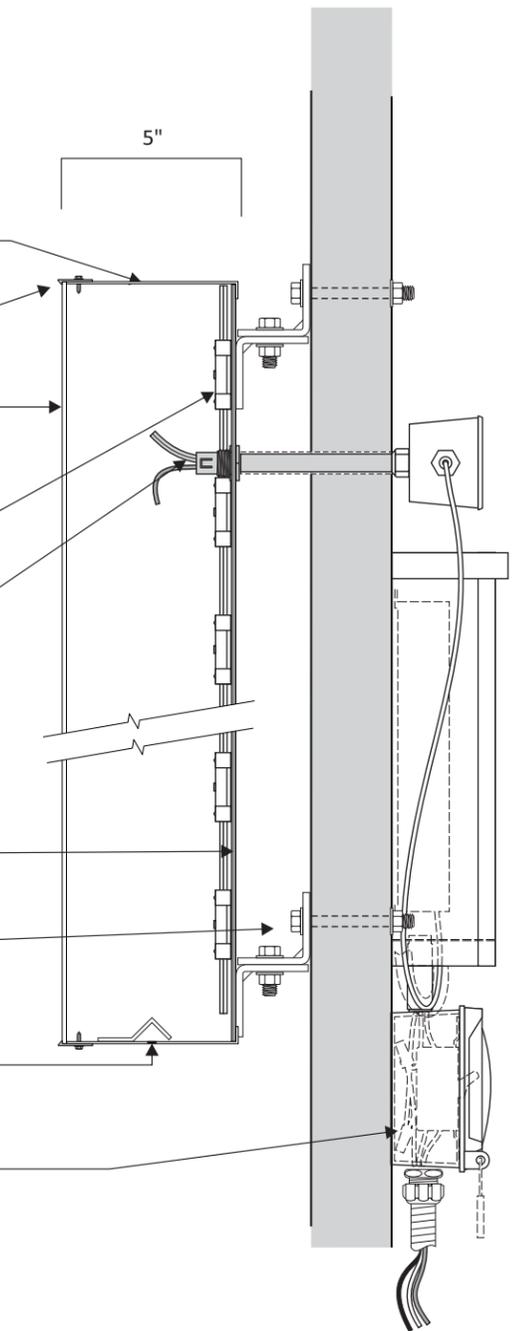
NOTE: PRIMARY ELECTRICAL
CONNECTION BY OTHERS

1/8" ALUMINUM BACK

CLIP MOUNT TO FASCIA w/
NON-CORROSIVE FASTENERS
AS REQUIRED

1/4" DIA. WEEP HOLES IN LOW
POINTS OF LETTERS w/ ALUMINUM
LIGHT SCREENS @ EACH WEEP
HOLE TO PREVENT LIGHT LEAKS

125 - 277 VAC 20A SWITCH
w/BELL MX1050 COVER



TYPICAL SECTION

NOTES:
CHANDLER SIGNS RECOMMENDS USING STANDARD 3M VINYL
COLORS FOR BETTER CONTRAST AGAINST THE BUILDING.

ELECTRICAL ACCESS AND POWER AVAILABILITY TBD BASED ON
MANUFACTURING SURVEY

IF POWER DOES NOT EXIST AT SIGNAGE LOCATION, CUSTOMER
WILL RESPONSIBLE FOR PROVIDING POWER

LANDLORD MUST APPROVE SIGNAGE PRIOR TO MANUFACTURING

**MANUFACTURING SURVEY REQ.
PRIOR TO FABRICATION**

Design #	0396513Ar2
Sheet	2 of 3
Client	Fresh Image
Address	17311 Dallas Pkwy Dallas, TX
Account Rep.	Luke Allbritton
Designer	sdr
Date	9/14/17
Approval / Date	
Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	
Revision/Date	

R1 sdr 9/29/17 adj. section details, added night view
R2 KMc 12/7/17: revise logo to 36"

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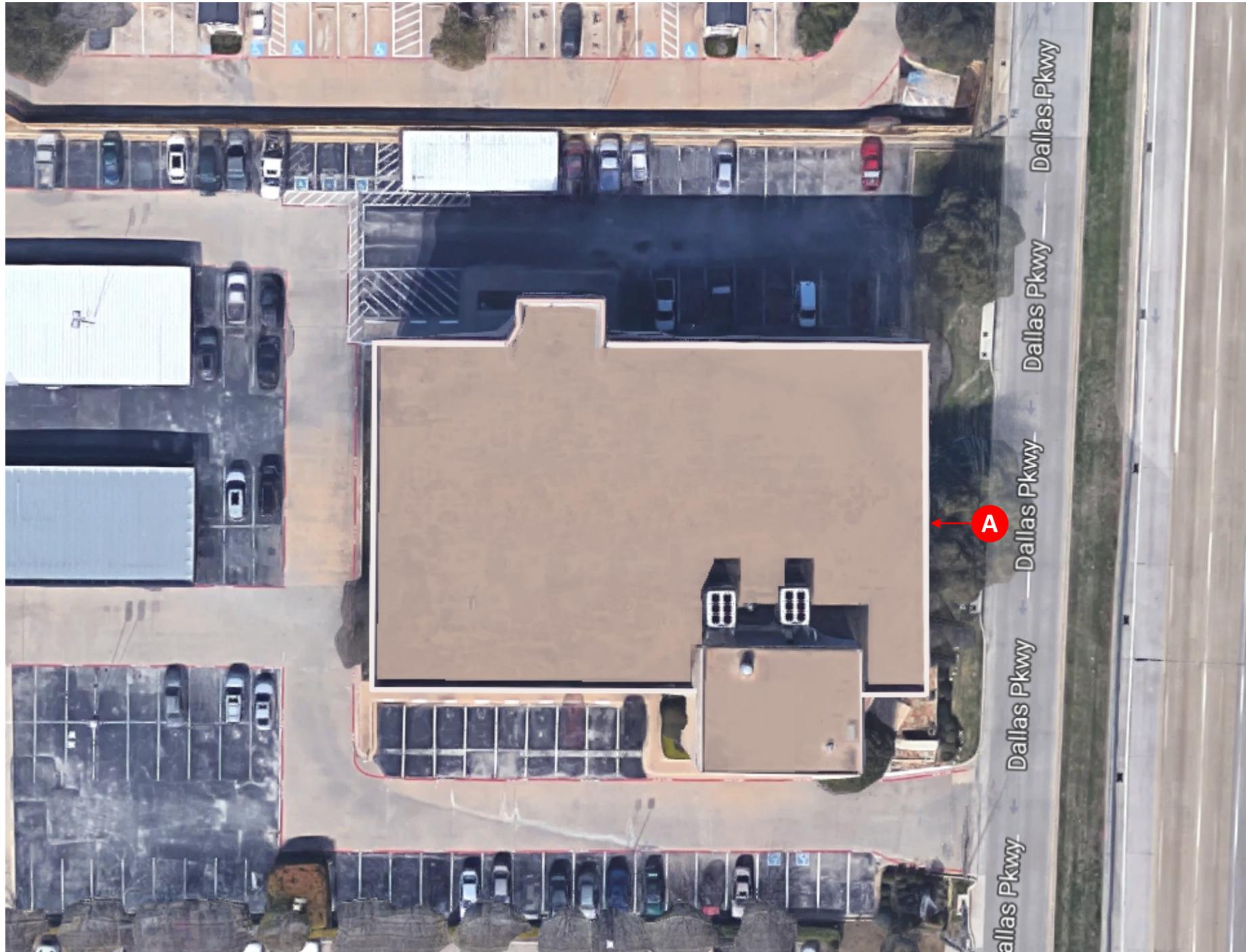
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**FINAL ELECTRICAL
CONNECTION BY
CUSTOMER**

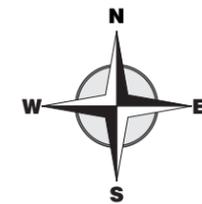
THIS SIGN IS INTENDED TO BE INSTALLED
IN ACCORDANCE WITH ARTICLE 600 OF THE
NATIONAL ELECTRICAL CODE AND/OR OTHER
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PROPER GROUNDING & BONDING OF THE SIGN.
SIGN WILL BEAR UL LABEL(S).



FRESH IMAGE



 **SITE** SEE LEGEND



Design #	0396513Ar2
Sheet	3 of 3
Client	Fresh Image
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Account Rep.	Luke Allbritton
Designer	sdr
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Vista, CA 92081
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Suite 200
Louisville, KY 40204
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Davenport, FL 33837
(863) 420-1100 Fax (863) 424-1160
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Dawsonville, GA 30534
(678) 725-8852 Fax (210) 349-8724
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Portland, TX 78374
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PARK TREE NORTH
 A DEVELOPMENT OF:
MYCON GENERAL CONTRACTORS

OWNER
 MYCON
 208 E. LOUISIANA ST., SUITE 200
 MCKINNEY, TX 75069
 972-838-1720

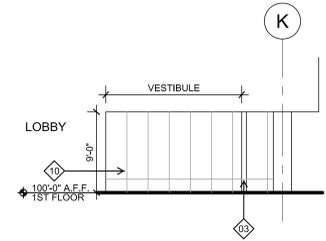
ARCHITECT
 O'BRIEN ARCHITECTS
 5310 HARVEST HILL RD, SUITE 136
 DALLAS, TX 75230
 972-788-1010

STRUCTURAL ENGINEER
 TECHNISTRUCTURES, INC.
 5220 MCKINNEY AVE., SUITE 300
 DALLAS, TX 75205
 214-528-1725

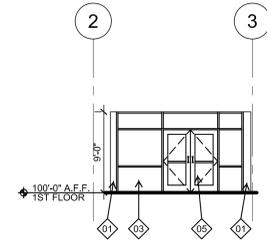
GLAZING AREA CALCULATIONS

	GLASS AREAS	WALL AREAS	GLASS PERCENTAGE
NORTH ELEVATION	2,303 S.F.	6,449.5 S.F.	35.7%
EAST ELEVATION	2,216 S.F.	5,796.7 S.F.	38.2%
WEST ELEVATION	1,683 S.F.	5,796.7 S.F.	29.0%
SOUTH ELEVATION	2,267 S.F.	6,813.2 S.F.	33.2%
TOTALS	8,469 S.F.	24,856.1 S.F.	34.0%

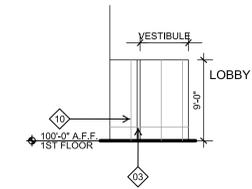
- KEY NOTE ELEVATION
- 01 NEW EIFS COLOR 1 - SW COLOR
 - 02 NEW EIFS COLOR 2 - SW COLOR
 - 03 NEW EFIS REVEL
 - 04 NEW STOREFRONT SYSTEM
 - 05 NEW SPANDREL PANEL
 - 06 NEW STOREFRONT DOORS
 - 07 NEW COPING AND COUNTER FLASHING BY OTHERS
 - 08 NEW TEXTURE PAINT OVER EXISTING STUCCO SYSTEM MATCH SW COLOR
 - 09 NEW STRUCTURAL CHANNEL
 - 10 NEW CURTAIN WALL & GLAZING NEW METAL WALL PANEL SYSTEM 6", 12", & 24" WIDE X 72" LONG PANELS ZINC COLOR
 - 11 METAL TRIM



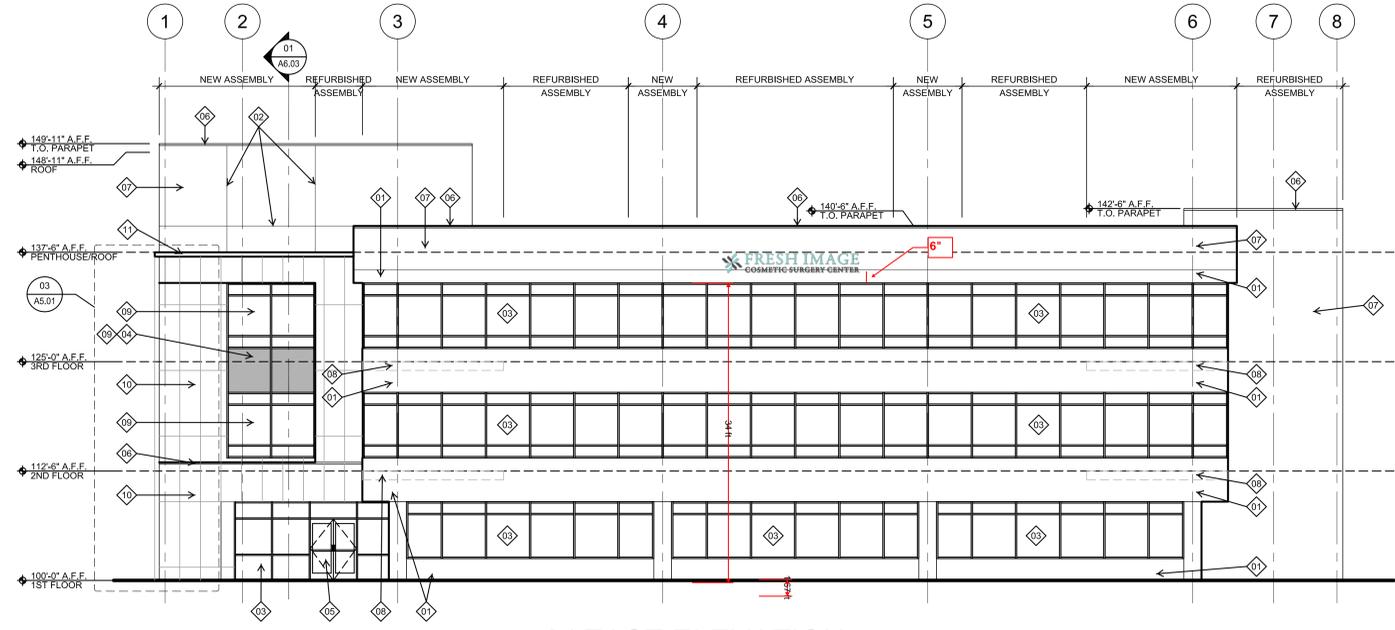
04 VESTIBULE ELEVATION
 SCALE: 1/8" = 1'-0"



05 VESTIBULE ELEVATION
 SCALE: 1/8" = 1'-0"



06 VESTIBULE ELEVATION
 SCALE: 1/8" = 1'-0"



01 EAST ELEVATION
 SCALE: 1/8" = 1'-0"

REVISION LOG

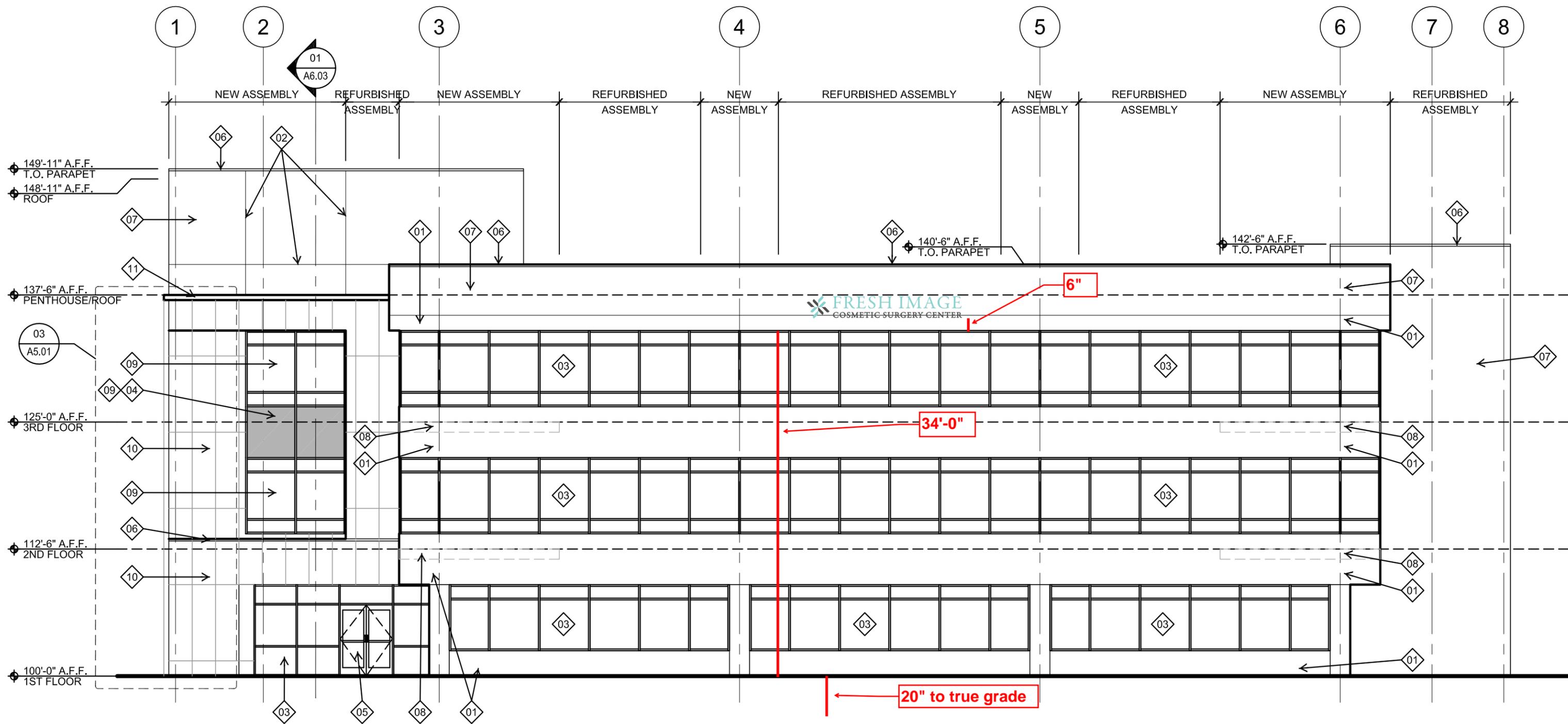
NO.	DESCRIPTION	DATE
	REVIEW ONLY	1-26-16
	REVIEW ONLY	2-1-16
	ISSUED FOR BID & PERMIT	2-11-16



JOHN O'BRIEN - ARCHITECT
 REGISTRATION NO. 4916

PROJECT NUMBER
15049
 ISSUE DATE
FEB 11, 2016
 ISSUE NAME
ISSUE FOR BID & PERMIT
 SHEET TITLE
ELEVATIONS

SHEET NO.
A5.01



01 EAST ELEVATION

SCALE: 1/8" = 1'-0"

Work Session and Regular Meeting**Meeting Date:** 04/10/2018**Department:** Infrastructure- Development Services**Pillars:** Excellence in Transportation Systems**Milestones:** Maintain all roads in an acceptable condition

AGENDA CAPTION:

Present, Discuss, and Consider Action on **Change Order Number 1 to Teague, Nall, and Perkins, Inc., for the Midway Road Revitalization Design Project in an Amount not to Exceed \$778,500.**

BACKGROUND:

In 2012, the Town began implementation of a bond program which included several infrastructure related projects. One of those project is the Midway Road Revitalization project. Midway Road is experiencing various stages of failure due to the age of pavement, traffic, and a saturated subgrade. The scope of the work includes the reconstruction of the concrete road, replacement of the sidewalks, removal and replacement of the existing medians, and Oncor lighting. The Addison voters approved \$16,000,000 in bonds for the reconstruction of the roadway.

Design for the Midway Road project was awarded to Teague, Nall and Perkins, Inc. (TNP) and the design work began in October 2014. The Town received the 30% submittal and cost estimates in June 2015. The cost estimates indicated that the cost of the project was projected to be approximately \$38,000,000, which was significantly higher than the available budget of \$16,000,000.

Design for the project was placed on hold, pending a discussion with Council to determine if the project was still viable. During this time, the design consultant TNP was asked to perform several out-of-scope value engineering items to aid the Town in the decision whether to continue the project. The Council also has asked staff to add the Master Transportation Plan elements into the project. These out-of-scope items and other additions necessitate a change order to the original design contract. A detailed list of the changes is provided below:

1.) **Out-of-scope tasks.** Additional value engineering tasks (already performed) to assist the Town in identifying the best path forward for the project given the significant funding deficit. The tasks included additional meetings, project management, construction cost opinions, pavement section alternative analysis and life-cycle cost evaluation, coordination with the Town's geotechnical consultant, utility condition assessment research and coordination, evaluation of drainage options, drainage analysis discussions and coordination with the Town's drainage consultant. Additional cost will also go towards replenishing the water and wastewater budget as it was previously shifted, on authorization from the Town, to cover extra utility and field surveying efforts. **\$158,500 increase in contract value.**

2.) **Re-kickoff/reboot of the project after hold.** After being on hold for 2.5 years there are certain associated costs that will be incurred to account for any changes to the project corridor that may have happened over that time. The design engineer will need to evaluate the project corridor for changes in ownership, development, utilities, etc. and perform supplemental design survey and Subsurface Utility Exploration (SUE) to capture changes. Supplemental survey will be required to incorporate the sidepath trail into the design for the project corridor. Validation of Half's (the Town's drainage consultant) drainage study as it relates to the Midway Road storm drain design and base drainage design. **\$30,700 increase in contract value.**

3.) **Additional scope.** Additional scope will have to be incorporated to account for the addition of the sidepath trail into the design to adhere to the Town's Master Transportation Plan. Update the roadway concept plan to incorporate a 10' wide sidepath trail along the west side of Midway Road between Spring Valley and Belt Line as well as widening of the center median by 2' between Spring Valley and Belt Line. Provide additional design services for the detailed design of the sidepath trail per the updated concept plan, up to ten (10) additional ROW exhibits and descriptions as necessitated by the incorporation of the sidepath trail and ROW negotiation/acquisition services for up to ten (10) additional parcels as necessitated by the incorporation of the sidepath trail. Additional traffic signal scope to include complete traffic signal design for five (5) intersections and temporary traffic signal design for eight (8) intersections (up to four (4) setups to facilitate construction phasing). Additional overall project management to be included into this cost. **\$257,300 increase in contract value.**

4.) **Rate change adjustment.** Adjustment of billing rates to account for changes in market conditions, staffing, inflation, etc. that have occurred since the original contract was executed three years ago. **\$140,000 increase in contract value.**

5.) **Miscellaneous Roadway Design Elements.** Various tasks to include traffic control sequencing during construction, roadway design elements including retaining wall design along the sidepath trail and tree removal coordination and discussion with the Town and the adjacent property owners. **\$92,000 increase in contract value.**

6.) **Contingency.** Money the Town can authorize to the design engineer if unforeseen or unanticipated tasks arise during the design phase of the project. Will be distributed with approval from the Town. **\$100,000 increase in contract value.**

7.) **Additional 208 days for design.** This time extension is required due to the unanticipated design changes that have occurred over the last 3 years. The original design was taken to 30% concept design completion. Some re-work will be necessary to bring the project back up to 30% and a re-submittal will be required due to the additional trail features along the project corridor. Staff is shifting the project forward and including an additional 208 days to account for changes and additional items.

The total cost of these items is \$778,500. The table below summarizes the costs:

Change	Amount
Out-of-scope tasks	\$158,500
Re-kickoff/reboot of the project after hold	\$30,700
Additional scope	\$257,300
Rate change adjustment	\$140,000
Miscellaneous Roadway Design Elements	\$92,000
Contingency	\$100,000
Total	\$778,500

\$3,000,000 of the \$16,000,000 in bonds were sold in 2014 for design and project management services. Of that \$3,000,000, \$2,566,385 has been encumbered or spent for these services along with \$46,985 for additional geotechnical services. The remainder of unencumbered funds is \$386,630. Because there is not enough to cover the entire cost of the design in the current issuance, additional bond funds in the amount of \$391,870 would need to be issued prior to completion of design.

RECOMMENDATION:

Administration recommends approval.

Attachments

Change Order Form - Midway Road Revitalization Project

Design Contract - Midway Road Revitalization Project



TOWN OF ADDISON CHANGE ORDER FORM

Change Order Number: 1

Project Name: Midway Road Reconstruction Project

Project Number(s): IDS 15-01

Project Manager: Will Barresi, P.E.

Date: 03/28/2018

A. INTENT OF CHANGE ORDER

To update the project scope and fees to appropriately correlate with the current scope, account for out-of-scope tasks performed to assist the Town in identifying the best path forward for the project and account for billing rate adjustments occurring over the past three years since the original contract was executed.

B. DESCRIPTION OF CHANGE

1. **Out-of-scope tasks performed to date.** Work performed to date that was not specified in the original contract. \$158,500 increase in contract value.
2. **Re-kickoff/reboot of the project after a 2.5-year hold.** \$30,700 increase in contract value.
3. **Additional scope.** Additional work to be performed with the addition of the sidepath trail design. \$257,300 increase in contract value.
4. **Rate change adjustment.** Increase in rates due to market conditions and inflation. \$140,000 increase in contract value.
5. **Miscellaneous Roadway Design Elements.** Various tasks related to incorporating the sidepath trail into the design. \$92,000 increase in contract value.
6. **Contingency.** Money the Town can authorize if unforeseen or unanticipated tasks arise. \$100,000 increase in contract value.
7. **Additional 208 days for design.** No cost contract value adjustment. Additional 208 days in contract for design.

C. REASON FOR CHANGE

A significant funding deficit identified during the conceptual design phase of the project led to a re-evaluation of the project scope, value engineering assessments, and a 2.5-year stoppage of work. The Town wishes to apply its updated Master Transportation Plan standards to Midway Road between Spring Valley Road and Belt Line Road. The Principal Arterial with Sidepath Trail section necessitates revisions to the Midway Road Concept Plan and expands the design, survey and ROW acquisition services scope outlined in the original contract.

1. **Out-of-scope tasks performed to date.** Additional value engineering tasks (already performed) to assist the Town in identifying the best path forward for the project given the significant funding deficit. The tasks included additional meetings, project management, construction cost opinions, pavement section alternative analysis and life-cycle cost evaluation, coordination with the Town's geotechnical consultant, utility condition assessment research and coordination, evaluation of drainage options, drainage analysis discussions and coordination with the Town's drainage consultant. Additional cost will also go towards replenishing the water and wastewater budget as it was previously shifted, on authorization from the Town, to cover extra utility and field surveying efforts.
2. **Re-kickoff/reboot of the project after a 2.5-year hold.** After being on hold for 2.5 years there are certain associated costs that will be incurred to account for any changes to the project corridor that may have happened over that time. The design engineer will need to evaluate the project corridor for changes in ownership, development, utilities, etc. and perform supplemental design survey and SUE to capture changes. Supplemental survey will be required to incorporate the sidepath trail into the design for the project corridor. Validation of Halff's (the Town's drainage consultant) drainage study as it relates to the Midway Road storm drain design and base drainage design.
3. **Additional scope.** Additional scope will have to be incorporated to account for the addition of the sidepath trail into the design to adhere to the Town's Master Transportation Plan. Update the roadway concept plan to incorporate a 10' wide sidepath trail along the west side of Midway Road between Spring Valley and Belt Line as well as widening of the center median by 2' between Spring Valley and Belt Line. Provide additional design services for the detailed design of the sidepath trail per the updated concept plan, up to ten (10) additional ROW exhibits and descriptions as necessitated by the incorporation of the sidepath trail and ROW negotiation/acquisition services for up to ten (10) additional parcels as necessitated by the incorporation of the sidepath trail. Additional traffic signal scope to include complete traffic signal design for five (5) intersections and temporary traffic signal design for eight (8) intersections (up to four (4) setups to facilitate construction phasing). Additional overall project management to be included into this cost.
4. **Rate change adjustment.** Adjustment of billing rates to account for changes in market conditions, staffing, inflation, etc. that have occurred since the original contract was executed three years ago.
5. **Miscellaneous Roadway Design Elements.** Various tasks to include traffic control sequencing during construction, roadway design elements including retaining wall design along the sidepath trail and tree removal coordination and discussion with the Town and the adjacent property owners.
6. **Contingency.** Money the Town can authorize to the design engineer if unforeseen or unanticipated tasks arise during the design phase of the project. Will be distributed with approval from the Town.
7. **Additional 208 days for design.** This time extension is required due to the unanticipated design changes that have occurred over the last 3 years. The original design was taken to 30% concept design completion. Some re-work will be necessary to bring the project back up to 30% and a re-submittal will be required due to the additional trail features along the project corridor.

D. EFFECT OF CHANGE ON CONTRACT PRICE

This change will have the following effect on the cost of this project:

Task	Fee Amount
Out of scope work cost	\$ 158,500.00
Project Reboot	\$ 30,700.00
Additional Scope - MTP Additions (Additional work for sidepath trail to be included)	\$ 257,300.00
Rate Change	\$ 140,000.00
Miscellaneous Roadway Design Elements	\$ 92,000.00
Contingency	\$ 100,000.00
Total	\$ 778,500.00
Original Contract Amount	\$ 1,998,859.00
Total Contract Amount (Including Previous Change Orders)	\$ 1,998,859.00
Amount of the Change Order	\$ 778,500.00
Revised Contract Amount	\$ 2,777,359.00
Total % Increase/Decrease (Including Previous Change Orders)	38.9

E. EFFECT OF CHANGE ON CONTRACT TIME

This change order will have the following effect on the project schedule:

TASK	WORKING DAYS	TOTAL DAYS
Re-Kickoff Meeting	1	1
Concept Schematic Plans Re-Submittal	25	26
Concept Schematic Review Comments	15	41
Preliminary (60%) Plan Submittal	90	131
Preliminary Review Comments	17	148
Pre-Final (90%) Plan Submittal	48	196
Pre-Final Plan Review Comments	20	216
Final (100%) Plan Submittal	40	256
Final Review Comments	15	271
Construction Bid Plans Submittal	25	296
Bidding and Award of the Project	28	324

Design will be complete 1 year from effective date of this change order.

F. AGREEMENT

By the signatures below, duly authorized agents of the Town of Addison and Teague Nall and Perkins, Inc. do hereby agree to append this Change Order Number 1 to the original contract between themselves, dated 10/28/2014 (insert original contract date).

Teague, Nall, & Perkins, Inc.

Company Name

5237 N Riverside Drive #100

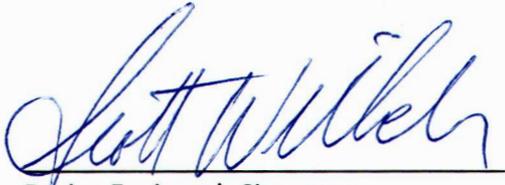
Address

Fort Worth TX 76137

City State Zip

(817) 336-5773

Phone



Design Engineer's Signature

Scott Wilhelm

Copies: Design Engineer
Department
City Secretary



Project Manager

Department Director

Fin. & Strat. Services Representative

City Manager

Council Agenda: Agenda Date _____
(if applicable) Item Number _____
Approved _____



**AGREEMENT FOR ENGINEERING SERVICES
BETWEEN THE TOWN OF ADDISON, TEXAS AND
TEAGUE NALL AND PERKINS, INC.**

I.

This Agreement for Engineering Services ("Agreement") is executed by and between the Town of Addison, Texas, a municipal corporation located in Dallas County, Texas, (hereinafter called "OWNER"), and Teague Nall and Perkins, Inc., a Texas corporation, (hereinafter called "ENGINEER") (OWNER and ENGINEER are sometimes referred to herein together as the "parties" and individually as a "party").

WITNESSETH, that OWNER desires to engage ENGINEER to provide professional engineering and surveying services in connection with Midway Road reconstruction and improvement project, and ENGINEER desires to provide such services, as set forth in this Agreement.

NOW, THEREFORE, OWNER and ENGINEER, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which consideration is hereby acknowledged and agreed, do mutually agree as follows:

II. PROJECT

In this Agreement, the "PROJECT" means the reconstruction and revitalization of Midway Road within the Town of Addison, Texas as generally described in Exhibit A attached to this Agreement and incorporated herein.

III. BASIC AGREEMENT

OWNER retains ENGINEER to provide and perform, and ENGINEER agrees to provide and perform for OWNER, professional engineering, land surveying, and related services for and in connection with the PROJECT, as stated in the sections to follow (the "Services"). All Services shall be performed and provided with diligence and in accordance and consistent with the level of care and skill ordinarily exercised by reputable members of the engineering profession practicing in the Dallas, Texas metropolitan area at the time the Services are performed and under the same or similar circumstances and conditions. ENGINEER shall re-perform any Services not meeting this standard without further or additional compensation. ENGINEER shall provide and perform all Services ENGINEER shall perform all Services in accordance with, and shall comply with, any applicable law, rule, statute, ordinance, code, regulation, standard, policy or order of any federal, state or local governmental entity, agency, or authority (including OWNER) having jurisdiction over any matter related to this Agreement or the Services being provided by ENGINEER. ENGINEER shall be wholly and solely responsible for any Services provided by any owner, officer, employee, agent, representative, affiliate, contractor or subcontractor of



ENGINEER. For rendering such Services, OWNER agrees to pay ENGINEER as set forth in Section VII and Exhibit E: "Compensation" attached to this Agreement and incorporated herein.

IV. SCOPE OF ENGINEER'S SERVICES

ENGINEER shall render the professional services necessary for development of the PROJECT, in accordance with the schedule in Exhibit A: "Project Schedule and Description of the Project" and as detailed in Exhibit B: "Basic Engineering Services", said exhibits being attached hereto and incorporated herein for all purposes. ENGINEER shall be responsible to provide and perform the Services in accordance with the standard of set forth in Section III, above, and for professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.

ENGINEER represents and warrants that it is authorized by the State of Texas, as may be required by applicable law, rule, or regulation, to practice and provide the Services set forth in this Agreement and that any necessary licenses, permits or other authorization to perform such Services have been acquired as required by such law, rule, or regulation and will be maintained at all times under this Agreement. ENGINEER and OWNER agree and acknowledge that OWNER is entering into this Agreement in reliance on ENGINEER's professional abilities with respect to performing the Services described herein.

V. SPECIAL ENGINEERING SERVICES

If OWNER requests, in writing, that ENGINEER perform the engineering services described in Exhibit C, "Special Engineering Services," attached hereto and incorporated herein, those Special Engineering Services shall become part of the "Services" hereunder and ENGINEER will provide and perform the same in accordance with the terms and provisions of this Agreement and the OWNER will pay the ENGINEER for those Special Engineering Services in accordance with the provisions of Exhibit C and as set forth herein.

VI. SCOPE OF OWNER SERVICES

The OWNER will furnish items and perform those services as identified in Exhibit F: "Services to be provided by the OWNER", attached hereto and made a part of this Agreement.

VII. COMPENSATION

- A. In consideration of the Services to be performed and provided by ENGINEER as described herein, OWNER shall pay and ENGINEER shall receive compensation in accordance with Exhibit E: "Compensation" (amounts of such compensation are sometimes referred to herein as "Engineering Fees").



- B. Total payments including without limitation salary and reimbursable expenses, to ENGINEER by OWNER for the Basic Engineering Services stated in Section IV above shall not exceed (\$1,759,449.00). Total payments including without limitation salary and reimbursable expenses, to ENGINEER by OWNER for the Special Engineering Services stated in Section V above (if requested in writing by OWNER) shall not exceed (\$239,410.00).
- C. OWNER may authorize additional services to be provided by ENGINEER as mutually agreed upon by the parties, including compensation for the same. Any authorization for Additional Engineering Services shall be given to ENGINEER by OWNER in writing. If OWNER authorizes such Additional Engineering Services, those Additional Engineering Services shall become part of the "Services" hereunder and ENGINEER will provide and perform the same in accordance with the terms and provisions of this Agreement.
- D. Payment by OWNER for the performance and provision of the Services by ENGINEER will be in accordance with the following:
 - 1. ENGINEER will submit to OWNER, not later than the 20th day of each month, an invoice that describes and identifies the Services provided and performed by ENGINEER for the immediately prior month and a commensurate amount of Engineering Fees. The Engineering Fees include all compensation to be paid to ENGINEER, but each invoice shall identify each of the reimbursable expenses that are included as a part of the Engineering Fees. Each invoice shall further include the sum of all prior payments under this Agreement, and such other information or documentation as OWNER may require to verify the accuracy of the invoice. ENGINEER shall not be entitled to any compensation for any Services not actually performed or for any lost profits as a result of any abandonment or suspension of any portion of the Services by the OWNER.
 - 2. OWNER will pay each invoice within 30 days after its receipt of the invoice and all accompanying information as describe in subsection E.1., above.
 - 3. Notwithstanding any other provision of this Agreement, OWNER may withhold payment of compensation under this Agreement if:
 - (a) ENGINEER is in default of any of its obligations under this Agreement or any other documents in connection with the PROJECT (and payment may be withheld to the extent of any such default);
 - (b) Any part of such payment is attributable to any Services of ENGINEER which are not performed in accordance with this Agreement;



(c) ENGINEER has failed to make payment promptly to subcontractors or consultants or other third parties used by ENGINEER in connection with ENGINEER's Services hereunder for which the OWNER has made payment to ENGINEER; or

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

VIII. OWNERSHIP OF DOCUMENTS

All completed or partially completed Plans prepared or developed by or for ENGINEER under this Agreement, whether in hard copy or in electronic form, including any original drawings, computer disks, mylars or blue lines, shall be and remain the sole property of OWNER, and may be used by OWNER in any manner it desires without further compensation and without any restrictions; provided, however, that ENGINEER shall not be liable for the use of such Plans for any project other than the PROJECT described in this Agreement. At the time of completion of the PROJECT, or upon completion of the Services of ENGINEER, at the time of any earlier termination of this Agreement, or at any time at the request of OWNER, ENGINEER shall provide such Plans (including the originals thereof if requested by OWNER) to OWNER (and such obligation shall survive the expiration or termination of this Agreement).

ENGINEER agrees to and does hereby grant and assign to OWNER all intellectual property rights (whether copyright or otherwise) in and to all Plans in which ENGINEER may have or claim a copyright or other intellectual property interest, and to all designs as to which ENGINEER may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. ENGINEER represents that OWNER's use of such Plans will not infringe upon any third parties' rights.

IX. INDEMNITY; LIABILITY

A. ENGINEER'S INDEMNITY OBLIGATION. In consideration of the granting of this Agreement and notwithstanding any other provision of this Agreement, ENGINEER agrees to and shall FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER and OWNER'S elected and appointed officials, its officers, employees, agents, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, "OWNER Persons" and each being a "OWNER Person"), from and against any and all damages, including but not limited to damages for, related to, or arising out of injuries (including but not limited to death), losses, expenses, liability, penalties, proceedings, judgments, actions, demands, causes of action, suits, harm, and costs (including reasonable attorneys' fees and



costs of defense), of any kind or nature whatsoever, made upon or incurred by OWNER or by any other OWNER Persons, whether directly or indirectly, (collectively, "Damages"), that are caused by or result from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by ENGINEER or by ENGINEER's employee or ENGINEER's agent, consultant under contract, or another entity over which the ENGINEER exercises control (the ENGINEER's employee, agent, consultant under contract, or such other entity being, collectively, "ENGINEER Persons").

SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE DAMAGES ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR INTENTIONAL TORT OF AN ADDISON PERSON. However, when Damages arise out of the co-negligence or other co-liability of the OWNER or other OWNER Persons and the ENGINEER or any ENGINEER Persons, ENGINEER's liability under this Section shall be reduced by that portion of the total amount of the Damages (excluding attorneys' fees and costs incurred in defense of Damages) equal to the OWNER Person or Persons' proportionate share of the negligence or other liability that caused the loss attributable to such negligence or other liability. Likewise, in such instance, ENGINEER's liability, if any, for the OWNER Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to the OWNER Person or Persons' proportionate share of the negligence or other liability that caused the loss attributable to such negligence or other liability.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect (including, without limitation, for violating Section 271.904(a), Tex. Loc. Gov. Code, or Section 130.002(b), Tex. Civ. Prac. & Rem. Code), such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement.

ENGINEER shall promptly advise the OWNER in writing of any claim or demand against the OWNER or any other OWNER Person, ENGINEER, or ENGINEER Person related to or arising out of ENGINEER's activities under this Agreement and shall see to the investigation and defense of such claim or demand at ENGINEER's sole cost and expense. The OWNER Persons shall have the right, at the OWNER Persons' option and at own expense, to participate in such defense without relieving ENGINEER of any of its obligations hereunder.

The obligations set forth in this Section shall survive the expiration or termination of this Agreement.

B. Review, approval or acceptance by OWNER of, or payment by OWNER for, any Services hereunder, including review, approval or acceptance of any plans, drawings, documents, designs, surveys, evaluations, materials, reports, proposals, records, specifications, deliverables, or any other instruments representing ENGINEER's professional services prepared by or for



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ENGINEER under or in connection with this Agreement (collectively, "Plans"), shall not constitute or be deemed to be a release of the responsibility and liability of ENGINEER, its owners, officers, agents, employees, contractors, and subconsultants, for the accuracy and competency of the Services, , nor shall such approval or acceptance be deemed to be an assumption of or an indemnification for such responsibility or liability by OWNER for any defect, error or omission in the same, it being understood that OWNER at all times is relying on ENGINEER's skill and knowledge in preparing and providing the Services, including Plans. ENGINEER shall be and remain liable to OWNER for all damages and injuries (including death) caused by ENGINEER's negligent or intentionally wrongful performance, acts or omissions, or willful misconduct, under this Agreement.

Notwithstanding OWNER's review, approval or acceptance of, or payment for, any Services, and including any Plans, ENGINEER represents that such Services, including any Plans: (i) shall be sufficient and adequate for the PROJECT for which the same is prepared and fit for the purposes for which they are intended, and (ii) shall, to the best of ENGINEER's knowledge, information and belief as an engineer performing the practice of engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error shall be performed in a manner consistent with the standard of care identified above.

Review, approval, or acceptance by OWNER of, or payment by OWNER for, any Services (including any Plans) shall not be deemed to be an assumption of responsibility and liability by OWNER for any error, omission, defect, deficiency or negligence in the performance of ENGINEER's professional services or in the preparation of the Plans by ENGINEER, its owners, officers, agents, employees, contractors, and subconsultants, it being the intent of the parties that approval by OWNER signifies OWNER's approval of only the general design concept of the improvements to be constructed.

In this connection, ENGINEER and its subconsultants shall indemnify and hold OWNER and all of its officers, agents, servants, and employees harmless from any loss, damage, liability or expenses, on account of damage to property and injuries, including death, to any and all persons, including but not limited to officers, agents or employees of ENGINEER or its subconsultants, and all other persons performing any part of the work and improvements, which may arise out of any negligent act, error, or omission in the performance of ENGINEER's professional services or in the preparation of evaluations, reports, surveys, designs, working drawings, specifications and other engineering documents incorporated into any improvements constructed in accordance therewith. This indemnification provision shall not be construed as requiring ENGINEER to indemnify or hold OWNER or any of its officers, agents, servants or employees harmless from any loss, damages, liability or expense, on account of damage to property or injuries to persons caused by defects or deficiencies in design criteria and information furnished to ENGINEER by OWNER, or any deviation in construction from ENGINEER's designs, working drawings, specifications or other engineering documents.



X. INSURANCE

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

A. Worker's Compensation Insurance at statutory (Texas) limits, including employer's liability coverage at minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

B. 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 (\$2,000,000 products/completed operations aggregate). 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 and must include contractual liability for ENGINEER's indemnity obligations set forth herein.

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

D. Professional Liability coverage at minimum limits of \$2,000,000 covering claims resulting from acts, errors and omissions in the performance of professional services. This coverage must be maintained for at least four (4) years after any project for which professional services are provided is finally completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and during the four year period thereafter described herein.

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

- (a) The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.
- (b) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
- (c) A waiver of subrogation in favor of the Town of Addison shall be contained in the Workers Compensation and all liability policies.
- (d) All insurance policies shall be endorsed to require the insurer to notify the Town of Addison Texas at least 30 days prior to any material change in the insurance coverage.



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- (e) All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least 30 days notice prior to cancellation or non-renewal of the insurance.
- (f) 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.
- (g) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (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, satisfactory to OWNER, shall be prepared and executed by the insurance company or its authorized agent, delivered to OWNER simultaneously with the execution of this Agreement (and updated as needed), and shall contain provisions representing and warranting the following:

- (a) 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.
- (b) Shall specifically set forth the notice-of-cancellation and termination provisions to the Town of Addison, Texas.

Upon request, ENGINEER shall furnish OWNER with complete copies of all insurance policies certified to be true and correct by the insurance carrier. OWNER reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by OWNER.

XI. TERMINATION AND SUSPENSION

- A.
 - 1. OWNER may terminate this Agreement at any time for convenience (that is, for any reason, or for no reason, whatsoever) by a notice in writing to ENGINEER. Termination will be effective as set forth in such notice.
 - 2. Either OWNER or ENGINEER may terminate this Agreement in the event the other party fails to perform in accordance with the provisions of this Agreement and (i) such failure remains uncured for a period of ten (10) days after written notice thereof (which notice shall specifically identify the failure) is received by the failing party, or (ii) if the failure cannot with diligence be cured within the said ten (10) day period, if within such ten (10) day period the failing party provides the



non-failing party written notice of the curative measures which it proposes to undertake which are acceptable to the non-failing party, and proceeds promptly to initiate such measures to cure such failure, and thereafter prosecutes the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity, but in any event not to exceed twenty (20) days following the date the written notice is received by the failing party.

3. Upon receipt of such termination notice by ENGINEER, if OWNER issues the same, or upon issuance of such written notice by ENGINEER, ENGINEER shall immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, facilities, and materials, in connection with the performance of this Agreement and shall proceed to cancel promptly all existing contracts insofar as they are chargeable to this Agreement.

- B. If OWNER terminates this Agreement under the foregoing Paragraph A, OWNER shall pay ENGINEER a reasonable amount for services performed prior to such termination, which payment shall be based upon the payroll cost of employees engaged on the work by ENGINEER up to the date of termination of this Agreement and for subcontract and reproduction in accordance with the method of compensation stated in Section VII hereof. In the event of termination, the amount paid shall not exceed the amount appropriate for the percentage of work (Services) completed.

XII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of OWNER and ENGINEER and their respective permitted successors and assigns. Neither OWNER nor ENGINEER shall, and shall have no power to, assign, convey, subcontract or otherwise transfer (collectively, "assignment"), in any manner whatsoever, any of their respective interests, rights, duties, or obligations in or under this Agreement without the prior written consent of the other. Any unauthorized assignment shall be void and unenforceable. Nothing herein shall be construed as creating any personal liability on the part of any official, officer, employee, representative, or agent of OWNER.

XIII. AUTHORIZATION, PROGRESS, AND COMPLETION

OWNER and ENGINEER agree that the PROJECT is planned to be completed in accordance with the Exhibit A: "Project Schedule and Description of the Project" which is attached hereto and made a part hereof. ENGINEER shall employ manpower and other resources and use professional skill and diligence to meet the schedule; however, ENGINEER shall not be responsible for schedule delays resulting from conditions beyond ENGINEER's control. With mutual agreement, OWNER and ENGINEER may modify the Project Schedule during the course of the PROJECT and



Town of Addison Project No. IDS 15-01

if such modifications affect ENGINEER's compensation, it shall be modified accordingly, subject to OWNER Council approval.

For Additional Engineering Services, the authorization by OWNER shall be in writing and shall include the definition of the services to be provided, the schedule for commencing and completing the services and the basis for compensation as agreed upon by OWNER and ENGINEER.

It is understood that this Agreement contemplates the full and complete Engineering Services for this PROJECT including any and all services necessary to complete the work as outlined in Exhibit B: "Basic Engineering Services". Nothing contained herein shall be construed as authorizing additional fees for Services to provide complete services necessary for the successful completion of this PROJECT.

XIV. SUBCONTRACTS

ENGINEER shall be entitled, only if approved by OWNER, to subcontract a portion of the Services to be performed by ENGINEER under this Agreement.

XV. RIGHT TO AUDIT

ENGINEER agrees that OWNER shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any directly pertinent books, design calculations, quantity take-offs, documents, papers and records of ENGINEER involving transactions relating to this Agreement (and all such books, design calculations, quantity take-offs, documents, papers and records shall be provided by ENGINEER for such purpose in Dallas County, Texas). ENGINEER agrees that OWNER shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. OWNER shall give ENGINEER reasonable advance notice of intended audits.

ENGINEER further agrees to include in all its subconsultant and subcontractor agreements hereunder a provision to the effect that the subconsultant and subcontractor agrees that OWNER shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, design calculations, quantity take-offs, documents, papers and records of such subconsultant, involving transactions to the subcontract (and all such books, design calculations, quantity take-offs, documents, papers and records shall be provided by the subconsultant and subcontractor for such purpose in Dallas County, Texas), and further, that OWNER shall have access during normal working hours to all subconsultant and subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this article. OWNER shall give ENGINEER reasonable advance notice of intended audits of such subconsultants and subcontractors, and ENGINEER in turn will give its subconsultants and subcontractors such reasonable advance notice.



XVII. EXHIBITS

Both parties agree to the following exhibits and as such, the following exhibits are made a part of this Agreement:

Exhibit A	Project Schedule and Description of the Project
Exhibit B	Basic Engineering Services
Exhibit C	Special Engineering Services
Exhibit D	Additional Engineering Services
Exhibit E	Compensation
Exhibit F	Services to be provided by the Owner

XVIII. MISCELLANEOUS

- A. Authorization to Proceed. Signing this Agreement shall be construed as authorization by OWNER for ENGINEER to proceed with the Services described herein, including in the attached Exhibit A.
- B. Confidentiality. If OWNER request in writing that ENGINEER keep any records, documents, or other information under or in connection with this Agreement confidential, ENGINEER shall keep the same confidential and not divulge or release any such records, documents, or other information to the public or to any third party without OWNER's prior written consent.
- C. Notices. Any notice or correspondence required to be given or provided under this Agreement shall be in writing and shall be deemed to have been properly given or provided: (i) if sent by certified mail, return receipt requested, postage prepaid, on the third business day following the deposit of the same in the United States mail, (ii) if by personal delivery, on the actual date of delivery and receipt, or (iii) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice. Addresses and addressees for any notice or correspondence are as follows:

If to ENGINEER: Teague Nail and Perkins, Inc.
Attn: Chris Schmitt, PE
17304 Preston Road, Suite 1340
Dallas, TX 75252

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



From time to time either party may designate another address within the State of Texas and/or another addressee by giving the other party notice thereof in accordance with this provision.

- D. Independent Contractor. ENGINEER shall perform and provide Services hereunder as an independent contractor, and not as an officer, agent, servant or employee of the OWNER, and ENGINEER shall have the exclusive right to control Services performed and provided hereunder by ENGINEER, and all persons performing and providing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, subcontractors, and subconsultants. This Agreement does not create and shall not be construed as creating an employer-employee relationship, a partnership, joint venture, or a joint enterprise between OWNER and ENGINEER, its officers, agents, employees, subcontractors, and/or subconsultants; and the doctrine of respondent superior has no application as between OWNER and ENGINEER.
- E. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, , without regard to choice of laws rules of any jurisdiction; and exclusive venue for or in any lawsuit, action, or proceeding relating to this Agreement shall be in Dallas County, Texas.
- F. Entire Agreement. This Agreement represents the entire and integrated agreement between OWNER and ENGINEER regarding the PROJECT and the Services and supersedes all prior negotiations, representations or agreements, either written or oral, regarding the same. This Agreement may be amended only by written instrument signed by both OWNER and ENGINEER.
- G. Severability. The terms and provisions of this Agreement are severable, and if any term or provision in this Agreement shall be held illegal, invalid, or unenforceable by a valid final judgment of a court of competent jurisdiction, the remaining provisions shall remain valid and enforceable. In lieu of any illegal, invalid or unenforceable provision herein, the parties agree to negotiate the insertion of and to insert a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible, with the intent that such added provision is legal, valid and enforceable.
- H. Suspension, Delay, Interruption. OWNER may suspend, delay, or interrupt the Services of ENGINEER for the convenience of OWNER. In such event and if such suspension, delay or interruption extends for a period of more than 6 months (for a reason not the fault of ENGINEER), OWNER And ENGINEER agree to negotiate, if possible, contract price and schedule equitable adjustments. In the event the OWNER suspends ENGINEER's Services hereunder, OWNER shall give written



notice of such suspension to ENGINEER, and ENGINEER shall cease all work and labor being performed under this Agreement immediately upon receipt of said notice.

- I. Conflict of Interest. ENGINEER covenants and represents that ENGINEER will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the PROJECT.
- J. Rights and Remedies Cumulative; Non-Waiver; Survival of Rights. 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. Failure of either 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. 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.
- K. Immunity. 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 OWNER, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.
- L. No Third-Party Beneficiaries. 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.
- M. Construction of Terms. For purposes of this Agreement, (i) "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, and (ii) "day" or "days" means calendar days. 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. Section and subsection headings are for convenience only and shall not be used in interpretation of this Agreement.



Town of Addison Project No. IDS 15-01

N. Authorized Signatories. The undersigned representatives of the parties hereto are the properly authorized representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties.

This Agreement is executed in two (2) counterparts.

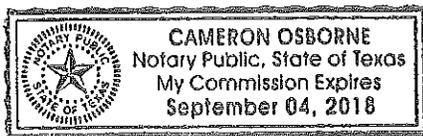
IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement this the day of October 28, 2014

(OWNER)	TEAGUE NALL AND PERKINS, INC. (ENGINEER)
By: <u>[Signature]</u>	By: <u>[Signature]</u> Principal
Date: <u>10/28/14</u>	Date: <u>10/22/14</u>

State of Texas
County of Dallas

Before me, Cameron Osborne, on this day personally appeared Chris Schmitt, known to me (or proved to me on the oath of Michael Wellbaum or through (identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of the office this 22 day of October, 2014.



[Signature]
Notary Public's Signature

EXHIBIT A - SCHEDULE
for the
TOWN OF ADDISON



Midway Road Revitalization Project
Spring Valley Road to Keller Springs Road

Prepared by Teague Nall and Perkins, Inc.

10/21/2014

TASK	BEGIN DATE	END DATE	WORKING DAYS	TOTAL DAYS
Kickoff Meeting	Wednesday, October 15, 2014	Wednesday, October 15, 2014	1	1
Pre-Concept Plan Meeting	Prior to 1/30/2015		-	-
Concept Schematic Plans/DSR Submittal	Wednesday, October 15, 2014	Monday, June 15, 2015	167	168
Concept Schematic Review Comments	Monday, June 15, 2015	Friday, July 03, 2015	14	182
Preliminary (60%) Plan Submittal	Friday, July 03, 2015	Monday, November 09, 2015	89	271
Preliminary Review Comments	Monday, November 09, 2015	Friday, December 04, 2015	18	289
Pre-Final (90%) Plan Submittal	Friday, December 04, 2015	Monday, February 15, 2016	48	337
Pre-Final Plan Review Comments	Monday, February 15, 2016	Friday, March 11, 2016	19	356
Final (100%) Plan Submittal	Friday, March 11, 2016	Monday, May 02, 2016	37	393
Final Review Comments	Monday, May 02, 2016	Friday, May 20, 2016	15	408
Construction Bid Plans Submittal	Friday, May 20, 2016	Monday, June 20, 2016	21	429
Bidding and Award of the Project	Monday, June 20, 2016	Friday, August 05, 2016	34	463



TOWN OF ADDISON
MIDWAY ROAD REVITALIZATION PROJECT
(SPRING VALLEY ROAD TO KELLER SPRINGS ROAD)

EXHIBIT A: DESCRIPTION OF THE PROJECT

The "Project" shall mean the Midway Road Revitalization Project (Spring Valley Road to Keller Springs Road) also known as the TOWN of Addison Project # IDS 15-01. References to the "ENGINEER" shall mean Teague Nall and Perkins, Inc., references to the "TOWN" shall mean the Town of Addison, Texas.

The work to be performed by the ENGINEER under this Contract shall consist of providing engineering, surveying and landscape architecture services required for the preparation of plans, specifications and cost opinions for the reconstruction and revitalization of Midway Road, from Spring Valley Road to Keller Springs Road. It is anticipated that the reconstruction will begin at the north curb return of the Spring Valley intersection and extend to the south curb return of the Keller Springs intersection. The reconstruction of the Spring Valley or Keller Springs intersection is not included in the Project. The reconstruction of the Beltline Road intersection is also not included in the Project.

The scope of work to be performed under this Agreement shall generally consist of the following services:

- Concept studies and schematic plans
- Field surveying for design and easement/right-of-way (ROW) acquisition
- ROW/easement acquisition services
- Subsurface utility engineering
- Franchise Utility coordination
- Pavement design for full depth reconstruction
- Design for storm drainage improvements
- Design for water and sanitary sewer improvements and replacements
- Construction traffic control and sequencing
- Design for signalization improvements and replacements
- Signing and pavement markings improvements
- Design for median landscape improvements
- Design for pedestrian accessibility improvements including sidewalk, ramp and bus stop improvements
- Public outreach and coordination services
- Illumination design, details and coordination

This project will be developed utilizing English units of measure and all final plans sheets will be half size (11"x 17"). The Project scope anticipates preparation of one (1) plan set including all proposed improvements from Spring Valley Road to Keller Springs Road. It is also anticipated that the Project will be bid as a single project and not broken into more than one bid package.



TOWN OF ADDISON
MIDWAY ROAD REVITALIZATION PROJECT
(SPRING VALLEY ROAD TO KELLER SPRINGS ROAD)

EXHIBIT B: BASIC ENGINEERING SERVICES

The scope of services is organized as follows:

GENERAL PROJECT INFORMATION

1. General Project Design Parameters and Criteria

ENGINEER shall be represented by a Registered Professional Engineer licensed to practice in the State of Texas at meetings of any official nature concerning the Project, including but not limited to scope meetings, review meetings, pre-bid meetings, and pre-construction meetings, provided that ENGINEER has reasonable advance notice of the meeting. All Engineering documents released, issued, or submitted by or for a registered engineering firm, including preliminary documents, must clearly indicate the Engineering firm name and registration number. Additionally, all completed documents submitted for final approval or issuance of a permit must bear the seal with signature and date adjacent thereto of a Registered Professional Engineer licensed to practice in the State of Texas associated with ENGINEER. The TOWN Design Standards to be used shall include the design criteria adopted by the TOWN as well as other design standards including the North Central Texas Council of Governments Standard Specifications for Public Works Construction, the TXDOT Roadway Design Manual and Bridge Design Guidelines, Highway Capacity Manual, the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets (Green Book), AASHTO LRFD Bridge Design Specifications, AASHTO Guide for the Development of Bicycle Facilities, Texas Manual on Uniform Traffic Control Devices (TMUTCD), ADA Accessibility Guidelines, and the Texas Pollutant Discharge Elimination System (TPDES) Guidelines as appropriate for the most cost effective design. The minimum drawing standards to be used for construction document preparation include but are not limited to the following:

- a. The Project shall follow the TOWN Design Standards, including latest revisions.

The Opinions of Probable Construction Costs (including land costs) shall be based on the current unit prices in Dallas County for similar work and include adjustments to reflect the ease or difficulty of constructing the Project. Estimated land costs should be included with the Probable Cost Opinions as a separate line item. Cost Opinions shall be updated and provided with the conceptual submittal, preliminary submittal, final submittal and prior to the bid plan submittal.

2. Permitting Services

- a. ENGINEER shall be responsible for notifying the TOWN regarding any required permitting regulations imposed by any agency within the Project limits including



the DART rail line crossing or crossing of other ROW or easements with the Project limits.

At the TOWN's request the ENGINEER will prepare any necessary documentation, drawings, overlays, base maps, etc. required to receive said permit(s).

ENGINEER to provide for ADA plan review and inspections.

- b. ENGINEER may be required to work in conjunction with other agencies requiring permits. TOWN shall be notified and fully involved in the permitting process. Should any additional design or plans be required as part of a permit, this work will be considered an additional service and may require an amendment to ENGINEER's contract with the TOWN.

CONCEPT STUDIES AND PRELIMINARY ENGINEERING (TASK A)

The ENGINEER shall perform Preliminary Engineering for this project consisting of a Design Summary Report and a concept schematic plan. The concept schematic shall conform to *General Project Design Parameters and Criteria* as stated previously. Any design exceptions necessary for concept schematic approval shall be identified and a **"request for design exception"** shall be prepared and submitted to the TOWN.

The ENGINEER shall organize and facilitate one (1) planning meeting with TOWN staff and other stakeholders to discuss the vision for the Project prior to preparation of the concept schematic. The purpose of the pre-concept planning meeting will be to collect revitalization ideas, goals and objectives for the Project.

The concept schematic shall include:

- 1. Data Collection and Review**
The ENGINEER shall collect all pertinent project data from the TOWN including plans, as-builts, survey information and other reports. The ENGINEER shall review this data for use in design of the Project.
- 2. Collect Utility Plans from Municipalities and Franchise Utility Owners**
The ENGINEER shall collect all pertinent and readily available utility plans from municipalities and franchise/private utility owners who have utilities in the Project corridor.
- 3. Field Reconnaissance**
The ENGINEER shall visit the Project site to record and photograph existing project conditions.
- 4. Develop Design Summary Report**
The ENGINEER shall apply appropriate design criteria and provide a Design Summary Report (DSR) for the Project and will submit to the TOWN for review and approval. The



ENGINEER shall use the design criteria to identify the maximum and minimum values for all design elements and will identify the value preferred

5. Concept Schematic

The ENGINEER shall develop a concept schematic for the project that will be used to coordinate improvements within the Project corridor. The schematic will be prepared at a scale of 1" = 100' or smaller scale (i.e. 1" = 50') and shall include the following:

a. Geometric Layout, Plan Schematic

Using a combination of the design survey, existing aerial photography, general property research, utility research, site visits and the ENGINEER's experience, prepare a concept schematic depicting the proposed improvements for the project. The design elements to be shown will include the following:

- a. Available aerial imaging from NCTCOG or other compatible sources,
- b. Property ownership,
- c. Recommendations for ROW acquisition
- d. Control data,
- e. Horizontal alignment,
- f. Centerline curve data,
- g. lane configuration options and recommendations
- h. Signal improvements,
- i. Construction limits,
- j. Major culverts and drainage outfalls,
- k. Water and sanitary sewer considerations,
- l. Easements,
- m. Existing topography,
- n. Existing and proposed right of way,
- o. Utility information compiled from research, survey and SUE.
- p. Proposed utility improvement identification,
- q. Railroad crossing improvements,
- r. Existing ground profile and proposed vertical alignment.
- s. Include cross street centerline and profile (13 total intersections anticipated). Conceptual quantity take-offs and cost.

b. Preliminary Typical Sections

Prepare preliminary typical sections, which represent both the existing and proposed conditions. The typical sections shall incorporate the proposed pavement design. Typical sections shall include representations of the various conditions proposed, such as slopes, number of lanes, retaining wall locations (if applicable), shoulder widths, clear zones, border width and right-of-way width. This list is not all inclusive, and other information shall be added as needed to clarify the intent and purpose of the typical section.

c. Preliminary Design Cross Sections

In conjunction with the concept schematic, preliminary design cross sections will be developed for critical locations within the Project where constraints or grade issues may impact the preliminary typical sections. Each pavement layer and undercut, if any, will



be shown together with the right of way limits, side slopes, pavement cross slopes, curbs and any existing or proposed retaining walls.

6. Right of Way (ROW) Determination

Based on the concept schematic and design cross sections, the ENGINEER shall identify locations where additional right-of-way may be required. These locations and limits shall be depicted on the design schematic. The ENGINEER shall provide the TOWN a Right-of-Way map as soon as possible so the process of acquiring easements or ROW and be initiated if necessary.

7. Design Concept Review Meeting

The ENGINEER shall attend up to two (2) Design Concept Review Meetings to review the Concept submittals and to finalize the DSR and final Concept Plan and obtain consensus for the direction of the project. The ENGINEER shall not proceed with the Preliminary Engineering plans until the Concept Plans and DSR have been approved in writing by the TOWN.

8. Geotechnical and Materials Testing Services

ENGINEER shall submit a recommendation for the Project's geotechnical investigations to the TOWN. The TOWN will engage a Geotechnical Firm under a separate contract. ENGINEER shall coordinate with the TOWN's geotechnical consultant during the design phase to incorporate the geotechnical results and recommendations into the design of the Project including surveying of the bore locations. ENGINEER shall include the geotechnical test results, borings and recommendations in the Project specifications.

PUBLIC INVOLVEMENT (TASK B)

1. Public Meetings and Information

As directed by the TOWN, ENGINEER shall prepare necessary materials for use by the TOWN at up to two (2) public meetings. The ENGINEER may need to attend public meetings, including TOWN meetings, Council Meetings, etc. All contact with citizens shall be in a courteous and honest manner. All contacts with citizens shall be documented and provided to TOWN as soon as practical after the contact has been made. If necessary, ENGINEER shall discuss the issues raised by citizens with TOWN for a determination of how the issue should be addressed.

2. Public Outreach Media

The ENGINEER shall work with the TOWN to develop various formats and media options for interaction and notifications to the Public concerning the Project's status. The TOWN shall be responsible for implementing and administering the public outreach program. The ENGINEER shall work with the TOWN to prepare and provide the various materials (e.g. exhibits, schedules, updates) to be included in the outreach program.



3. Project Newsletters Support

The ENGINEER shall provide the TOWN with supporting documentation including but not limited to: renderings, exhibits, schedules, progress narratives, up to eight (8) newsletters during the design process. Labels, postage and distribution will be furnished by the TOWN.

4. Reimbursable Costs

Reimbursable costs, such as color prints, renderings, copies, mail outs, etc. will be billed at cost.

5. Coordination with Stakeholders and TOWN ENGINEERS

- a. Throughout the design process, the ENGINEER shall assist the TOWN in coordinating with the various Project stakeholders. These include but are not limited to:
- City of Farmers Branch,
 - City of Carrollton
 - Franchise utility companies (e.g. Oncor, ATT, Atmos, etc.),
 - DART
 - Addison Airport

The ENGINEER will attend up to six (6) meetings with Project stakeholders.

- b. The ENGINEER will assist, when necessary, with describing design and Engineering requirements for the project at stakeholder meetings, TOWN coordination meetings and public meetings.
- c. The TOWN will be the principal contact for public and private inquiries regarding the project. The ENGINEER may be called upon to support the TOWN in responding to inquiries or researching/investigating questions or input from stakeholders.

UTILITIES (TASK C)

1. Ownership Data

The ENGINEER shall provide the TOWN with PDF's, CAD File(s), and Excel spreadsheet showing current ownership, address and volume and page to owners' deeds along entire project. Ownership will be based on Dallas County Appraisal District Records.

2. Utility Coordination

The ENGINEER shall coordinate and attend up to six (6) utility coordination meetings with the TOWN and the franchise utility companies. Utility coordination shall include the identification of utility conflicts, coordination, compliance with any applicable utility accommodation rules, and resolution of utility conflicts. The ENGINEER shall coordinate



all activities with the TOWN, or their designee, to facilitate the orderly progress and timely completion of the Project's design

3. Contact Local Utility Companies

ENGINEER shall coordinate with the utility companies throughout the Design Phase. Unless directed otherwise, the TOWN shall be present at all meetings with the Utility companies. ENGINEER shall deliver to each of the Utility Companies, a CD with pdf and electronic files (or other submittal requirements as dictated by the Utility Company) of each Project Submittal for their review and comments. (Including but not limited to the following Utility providers: Oncor Electric [aerial, major/minor underground & transmission], Atmos (Gas) and Telecommunication [AT&T {local, Metro, and long distance}, CATV], Pipelines, etc.)

Utility coordination shall include preparation of a utility conflict log to be submitted as required with each plan development milestone phase.

- a. ENGINEER shall compile, maintain, and update a Utility Conflict Log to include phone logs and all correspondence with all utility owners. Provide the most current copy of the conflict list to the TOWN at each milestone submittal, and coordinate with utility companies to resolve conflicts. The Utility Conflict Log should include the following information:
 - i. Owner of the facility, including the facility address and the name and telephone number of the contact person at the facility;
 - ii. Type of facility;
 - iii. Type and location of conflict, identified by station and offset
 - iv. Expected clearance date;
 - v. Status;
 - vi. Effect on construction;
 - vii. Type of adjustment required;
 - viii. Expected clearance date (if applicable).
- b. ENGINEER shall create an existing utility exhibit clearly reflecting existing utility locations, type of facility, and potential conflicts.

4. Subsurface Utility Engineering (SUE) including utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as follows.

ENGINEER shall submit a recommendation for the Level's A or B of Subsurface Utility Engineering Services for the Project, and receive approval from the TOWN prior to commencing said work. Work shall conform to the Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02. This standard defines the following Quality Levels:

Quality Level A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the



potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.

Quality Level B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

Quality Level C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D information.

Quality Level D: Information derived from existing records or oral recollections.

The ENGINEER shall show the SUE information in the design and construction drawings. (Level of investigation will be determined based on Project requirements and proposed construction activities).

- 4.1 Locating – Level A: Based on initial site investigations and research, ENGINEER anticipates performing up to 25 test holes for the Project. ENGINEER will dig an approximately 12" x 12" test hole, record the depth, take a digital picture of the identified utility and the tape measurement between the utility and the top of the ground, backfill and compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the location of the test hole
- 4.2 Designating – Level B: Based on initial site investigations and research, ENGINEER anticipates designating up to 58,400 linear feet of utilities, if tonable and/or accessible, in support of the proposed utility designs using geophysical prospecting equipment and reference to established survey control. Designating (Quality Level B) Services are inclusive of Quality levels C and D.
- 4.3 Investigate, observe and annotate survey of existing utilities as located and marked by Quality Level "C" Subsurface Utility Engineering (SUE) for visible above ground utility features that are correlated to existing utility records. The Level will be performed per the standard of care guideline, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02.
- 4.4 SUE Field Manager/Professional Engineer: A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, sealing the final deliverables and coordination with the project team.



- 4.5 Traffic Control: ENGINEER will provide traffic control for the proposed SUE efforts. Traffic control will primarily consist of cones and signage. However, at locations where it is necessary to work within the paving limits of Midway Road or an adjacent side street, ENGINEER will coordinate with the TOWN for any necessary temporary lane closures. Appropriate lane closure traffic control facilities will be provided such as flag person(s), arrow board(s) and changeable message board(s), etc. ENGINEER will use standard Texas Manual on Uniform Traffic Control Devices (TMUTCD) traffic control details.
- 4.6 SUE Deliverables: The ENGINEER shall provide the following:
- a. Two (2) signed and sealed sets of 11" x 17" colored drawings depicting all utility information collected.
 - b. Two (2) sets of 8 ½" x 11" copies of ENGINEER test hole data forms, signed and sealed by a registered professional engineer depicting the utility information collected.
 - c. Two (2) CDs containing electronic Microstation (DGN) or CAD (DWG) files in US feet (2D) format, .pdf format, and scanned record information in .pdf format if received from each utility.

Franchise Utility Adjustment Design. It is anticipated that efforts and work related to the design of the actual franchise utility relocations shall be performed by the utility companies or under a separate agreement. The ENGINEER shall provide utility coordination as described in Items 1, 2 and 3 above.

PROJECT MANAGEMENT (TASK D)

1. Project Management

Provide general administration for the contracted work, including internal staffing and task assignments.

2. Project Initiation

Prior to kick-off meeting, the ENGINEER shall designate, in writing, one Registered Professional ENGINEER licensed to practice in the State of Texas to be the Project Manager throughout the duration of the project for project management and all communications, including billing, with the TOWN and Program Manager.

The ENGINEER shall not replace the designated Project Manager without the written approval of the TOWN.

3. Quality Control/Quality Assurance Plan

The ENGINEER shall submit a Quality Assurance/Quality Control Plan within fourteen (14) calendar days after the kick-off meeting for review and approval. The QA/QC Plan should include, as a minimum, the following:

- a. Project description, location, limits and minimum design criteria
- b. Project deliverables and schedules
- c. Organization chart showing responsibilities for design services and for quality control checks, which shall be conducted by an independent person qualified in the specific area of review



- d. Communications/coordination plan outlining the protocol for all communications related to the project
- e. Format and schedule for checking design reports, calculations, plans, and specifications for accuracy and completeness. The plan should make provisions for review of reports, plans, specifications, and estimates provided by sub-ENGINEERS. The ENGINEER shall ensure that sub-ENGINEER work is in accordance with their approved scope.
- f. Format and procedure for documenting all issues, design directions, design decisions, review comments, and review comment responses
- g. Format and procedures for certifying that all of the requirements of the QA/QC plan have been met and that all comments and issues have been resolved to the satisfaction of the reviewer
- h. Submit QA/QC documentation with all milestone plan submittals.

4. Project Schedule, Invoice, Progress Reports, and Progress Meetings

- a. Project Schedule – The ENGINEER shall submit a Project schedule for TOWN approval within 14 calendar days after the kickoff meeting. The following minimum activities shall be included in the project schedule. The TOWN shall provide durations for review times.
 - i. Kickoff Meeting
 - ii. Pre-Concept Plan Meeting
 - iii. Concept Schematic Plans and DSR Submittal
 - iv. Concept Schematic Review Comments
 - v. Preliminary (60%) Plan Submittal
 - vi. Preliminary Review Comments
 - vii. Pre-Final (90%) Plan Submittal
 - viii. Pre-Final Plan Review Comments
 - ix. Final (100%) Plan Submittal
 - x. Final Review Comments
 - xi. Construction Bid plans Submittal
 - xii. Bidding and Award of the Project
- b. Invoice Submittals – The ENGINEER shall submit its invoices of services completed and compensation due, arranged by tasks. The invoice submittal shall be submitted to the Program Manager monthly and include the following:
 - i. Invoice – The budgeted and currently authorized amounts for each task, along with the invoiced and to-date amounts on the provided Program invoice forms.
 - ii. Project Schedule Updates – An updated Project Schedule and related documents.
 - iii. Progress Reports – A monthly report of the status of work performed through the end of the month. The ENGINEER shall summarize decisions or agreements made, and shall outline unresolved or pending issues requiring the TOWN's involvement or decision on the provided Program template.



- c. Meetings –The ENGINEER shall meet with the TOWN's Representative and shall prepare an agenda and sign-in sheet. The agenda must be submitted 24-hours before the meeting. The ENGINEER shall prepare and distribute meeting minutes within three (3) working days of a meeting. The following is a summary of the meetings anticipated for the Project
 - i. Kickoff meeting
 - ii. Planning meeting with Town staff
 - iii. Design concept schematic plan review meeting (2)
 - iv. Public meeting (2)
 - v. Stakeholder meeting (6)
 - vi. Utility coordination meeting (6)
 - vii. Preliminary plan review meeting
 - viii. Final plan review meeting
 - ix. Miscellaneous design coordination meeting (4)

FIELD SURVEYING (TASK E)

ENGINEER shall obtain the services of a Registered Professional Land Surveyor to perform field surveys. All surveys shall comply with the latest revision of the Professional Land Surveying Practice Act of the State of Texas and shall be accomplished under the direct supervision of a currently licensed State of Texas Registered Professional Land Surveyor. Survey services should include, but not be limited to the following:

1. Using Dallas County Appraisal District and Dallas County Clerk websites, ENGINEER shall gather ownership and deed information for base drawing.
2. Prepare Right-of-Entry agreements to adjacent landowners – ENGINEER to provide draft agreement and owner list, TOWN to send and secure permissions to survey.
3. Research existing plats, Right-of-Way maps, deeds and survey for fence corners, monuments, iron pins, etc., within the existing Right-of-Way and analyze to establish apparent existing Right-of-Way. Apparent ROW is defined as the existing Right-of-Way with a plus/minus 1-foot tolerance. The preliminary base map will display the apparent Right-of-Way along with Dallas County Appraisal District records of lot or property lines, land ownership and addresses as publically available.
4. The ENGINEER shall prepare a ROW map, prepared by a Texas RPLS, depicting Ownership Data gathered, existing ROW and proposed ROW information. ROW information provided (both existing and proposed) must be of sufficient detail for the TOWN to make decisions regarding any proposed acquisitions.
5. Research and establish tract boundaries by field survey, calculations and adjustments and needed to create property line CADD file.
6. Survey for design and topographic mapping to create a TOPO base map CADD file. Prepare a final design and topographic drawing in digital format showing visible features located in the field, an ASCII coordinate file of all points located in the field and a hard copy of the coordinates and feature descriptions (Work Notes and Sketches). Provide cross-



sections of the existing roadway with shots being taken at the ROW, back of curb, edge of shoulder (gutter, back of curb) and centerline. Provide structure details of all cross culverts and downstream channel cross sections. Locate visible existing features within the project limits, including but not limited to, manholes, water valves, concrete, fences and other utilities.

7. Prepare a Survey Control Map including but not limited to illustrating in graphical format the Rights-of-Way, proposed Permanent and Temporary Easements, project control line including all points of inflection, permanent and temporary Horizontal Control/Vertical Control Bench Marks (3 point tie details), coordinates of all horizontal/vertical control points and any other relevant data necessary to provide field parameters for construction. Survey Control Map shall be signed and sealed by the Registered Professional Land Surveyor responsible for the survey. Survey Control Map shall become part of the final construction documents.
8. Prepare metes and bounds for any proposed easements or right-of-ways, signed and sealed by an RPLS. The anticipated number of easements or right-of-way documents for the roadway and utility improvements is twelve (12). In addition, the proposed hike and bike trail along the east side of Midway Road from Spring Valley to Arapaho Road will likely require the acquisition of approximately ten (10) right-of-way and/or easements from the property owners adjacent to the east side of Midway Road.
9. Easement and Right-of-Way Acquisition Services (See TASK Q).



ROADWAY DESIGN (TASK F)

Roadway design for this project shall include the full depth in place reconstruction of approximately 2 miles of Midway Road (existing 6-lane divided major arterial) including medians, sidewalks, driveways and street intersections. The southern design limit for the Project will be the north curb return of the Midway Road intersection with Spring Valley Road. The northern design limit for the Project will be the south curb return of the Midway Road intersection with Keller Springs Road. In addition, the design will **not** include the area between the southern and northern curb returns for the Beltline Road intersection. The reconstruction of that intersection is part of a separate design project for the TOWN. Intersection improvements at Spring Valley Road and Keller Springs Road are not included with this scope.

The street and driveway intersections include the following:

- Hornet Road
- Proton Road
- Beltwood Parkway
- Beltway Drive
- Centurion Way
- Arapaho Road
- Lindbergh Drive
- Wiley Post Road
- Midcourt Road
- Wright Brothers Drive
- Boyington Drive/Dooley road
- Earhart Drive
- 38 (approximate) driveways north of Beltline Road
- 33 (approximate) driveways south of Beltline Road

It is assumed that the sidewalk improvements will consist of reconstructing sidewalks that are currently along the back of curb. Sidewalks not along the back of curb will remain unless grade adjustments to the Midway Road profile or that of the adjacent side streets requires the sidewalk to be reconstructed. Where possible, the ENGINEER will look for opportunities to reconstruct sidewalks to a minimum width of 6 feet. Unless required for ADA compliance, sidewalks will not be provided at locations where they do not exist today.

It is anticipated that the roadway will be reconstructed to generally conform to its current configuration (e.g. same number of through lanes, turn lanes, median breaks, etc.). A traffic study is not included in the ENGINEER's scope of services. The TOWN will provide the ENGINEER with any traffic study recommendations during the conceptual design phase of the Project so the recommendations can be incorporated into the concept plans and the DSR.

Specific design elements are further outlined as follows.

1. Finalize Design Elements

a. Finalize Vertical & Horizontal Alignments

The ENGINEER shall base design on the approved concept schematic, finalize horizontal, vertical, and cross-sectional design elements for all roadways. All design shall be American Disabilities Act Accessibility Guidelines and Texas Accessibility Standards (ADAAG/TAS) compliant, as applicable.



- b. **Traffic, Intersection, and Access Management Design**
Utilizing information provided by the TOWN or its traffic consultant, determine and develop proposed traffic element modifications such as turn lane limits and locations, median opening locations, driveway geometrics, and intersection geometrics.
- c. **Typical Sections**
Develop final proposed typical sections for all roadways. Typical sections shall include representations of the various proposed conditions, such as pavement materials and thickness, cross-slopes, side slopes, number of lanes, lane widths, retaining wall locations, shoulder widths, clear zones, border width, sidewalk locations, and right-of-way width. This list is not all-inclusive, and other information shall be added as needed to clarify the intent and purpose of the typical sections.
- d. **Driveway Profiles / Cross Sections**
Analyze all driveways within the project and develop driveway profiles as needed to ensure that driveways function as intended. (For example, residential driveways will be designed to accommodate passenger cars, commercial driveways will be designed to accommodate trucks). Delineate the limits of construction outside of the right-of-way as needed to secure an adequate driveway profile. Driveways shall be ADAAG/TAS compliant, as applicable.
- e. **Side Road Profiles**
Develop profiles for each side street and analyze each for accessibility to trucks and buses. Delineate the limits of construction necessary to develop a suitable profile.
- f. **Intersection Layouts**
Develop plan layouts for each side street and analyze each for positive drainage while identifying proposed elevations along each radius return to ensure acceptable intersection design.

2. Plan Development

- a. **Develop Final Typical Section Sheets**
Prepare typical section sheets showing the existing typical section(s) and proposed typical section sections for all roadways
- b. **Prepare Control Data Sheets**
Prepare a set of control data sheets listing horizontal and vertical control information. Coordinates, stations, and elevations of key alignment features and benchmarks shall be noted.
- c. **Plan and Profile Sheets**
Using the approved preliminary geometric layout as the base drawing, prepare plan-profile sheets for each roadway at 1" = 50' (or smaller scale) horizontal scale and 1" = 10' vertical scale (or smaller) on 11" x 17" plan sheets, unless otherwise directed.



- d. **Roadway Cross-Sections**
Provide design cross-sections that are annotated at all break points and are produced at a 1" = 10', 1" = 20' or other scale as directed, on 11" x 17" plan sheets or roll plots as directed. Original ground line, design subgrade line and finished grade line shall be shown. Provide three cross-section reports, one at the original ground line, one at the design subgrade line, and one at the finished grade line.
- e. **Cross Street Plan & Profiles**
The ENGINEER shall develop cross street profiles using the same criteria as roadway plan & profiles.
- f. **Summary of Roadway Quantities**
Compute quantities and summarize in the plans and prepare a bid item list and estimated prices for all roadway-related facilities.
- g. **Assemble Applicable Standards**
Identify and acquire all applicable standards. Modify standards as needed. Plot sheets and incorporate into the plans.

DRAINAGE (TASK G)

The drainage analysis and design for the Project shall be in accordance with the TOWN's Drainage Criteria Manual and Drainage Master Plan and shall include an analysis of the existing and proposed drainage within the Project limits, and design of drainage improvement plans as necessary for compliance with current TOWN standards.

1. Preliminary Drainage Design

- a. **Drainage Area Mapping**
Delineate drainage area boundaries based on United States Geological Survey (USGS), or other suitable topographic maps (if available). Compare watershed boundaries and limits to information found in the TOWN's latest Drainage Study, if available.
- b. **Calculate Discharges**
Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients and Soil Conservation Service (SCS) curve numbers and other factors as required to determine frequency-discharge relationships using hydrologic models.
- c. **Develop HEC-RAS Model of Channels**
Develop water surface profiles for the existing Farmers Branch Creek crossing of Midway Road located between Spring Valley Road and Hornet Road. Determine profiles for design conditions and Federal Emergency Management Agency (FEMA) control conditions, including relevant conveyance features, (channels, culverts, slab bridges, encroachments) using HEC-RAS, HEC-2 or other models as approved by the TOWN. The task is intended to support drainage infrastructure designs, and will be completed using means and methods that comply with FEMA standards. NOTE: FEMA Mapping is not included with this task.



- d. **Hydraulic Summary Report**
Prepare a hydraulic summary report for Farmers Branch Creek for the purpose of obtaining a floodplain development permit's (FDP) from the Town of Addison and the City of Farmers Branch. The report will summarize analysis means, methods, and results, and will contain sufficient data, tables, exhibits, etc...necessary to support the FDP requests. TNP shall submit necessary permit applications to Town of Addison and/or Farmers Branch required for the FDP.
- e. **Recommended Drainage Improvement**
Based on the model results and the TOWN's drainage criteria, provide recommendations for drainage improvements to be associated with the Project.
- f. **Identify Easement Requirements**
The ENGINEER shall identify any required drainage easements needed to accommodate the recommended drainage improvements facilities.
- g. Preliminary drainage analysis information will be compiled along with the recommended improvements and will be submitted to the TOWN with the Design Summary Report for review and approval.

2. Final Drainage Design

- a. **Sub Area Mapping and Inlet Sizing (StormCAD or other approved method).**
Subdivide the overall drainage areas into sub-areas and calculate the discharge directed to each proposed inlet. Analyze inlet capacities and adjust inlet locations and sub-areas as needed to obtain acceptable water spread widths within the roadway. Prepare a drainage area map identifying all sub-areas.
- b. **Storm Sewer Sizing (StormCAD or other approved method)**
Size a network of storm sewers to collect inlet flows and route the discharge to the outfall locations selected in the alternative development stage. Prepare hydraulic data sheets for inclusion in the plans.
- c. **Culvert Sizing (HEC-RAS or other approved method)**
Size each cross culvert to pass the appropriate design-year storm without exceeding allowable headwater elevations. The TOWN's latest Drainage Study Report will be used to establish design controls. Applicable FEMA criteria will also be satisfied. Prepare hydraulic data sheets for inclusion in the plans.
- d. **Storm Sewer Plan and Profile**
Prepare storm sewer plan and profile sheets depicting storm sewer, inlets and manholes necessary to drain the facility and convey the runoff to the designated discharge points. The storm sewer plan profiles will be consistent with the hydraulic computations developed using StormCAD or other approved method, and the TOWN's latest Drainage Study Report. Inlets, manholes and junctions will be in accordance with District standard details. Prepare layouts at 1" = 50' (or smaller scale) horizontal and 1" = 10' vertical (or smaller) on 11"x17" plan sheets unless otherwise directed.



- e. **Culvert Layouts**
Prepare culvert crossing layout sheets for each cross drainage structure in accordance with applicable standard details, the TxDOT Hydraulic Manual and the hydraulic computations developed utilizing HEC-RAS or other approved method. Prepare layouts at 1" = 50' (or smaller scale) horizontal and 1" = 10' (or smaller) vertical on 11"x17" plan sheets unless otherwise directed.
- f. **Bridge Classification Culvert**
The ENGINEER shall provide design calculations, layout sheets, structural details, quantities, and estimates for the culverts of sufficient size to be classified as a bridge. No bridge class culverts are anticipated for the Project.
- g. **FEMA Coordination (Excluded)**
- h. **Special Inlet Details**
Prepare custom details to clarify construction details of non-standard inlets, if needed.
- i. **Outfall Structure Details**
Provide plan sheets and details to construct storm sewer outfalls in the existing downstream channels.
- j. **Channel and Easement Grading**
Determine outfall-grading requirements and provide plans, details and quantities to shape the outfall channel and stabilize the channel with slope protection or vegetation.
- k. **Miscellaneous Drainage Details**
Prepare any and all necessary plan details necessary to clarify the construction requirements of the drainage facilities.
- l. **Hydraulic Data Sheets**
Update Hydraulic Data Sheets to reflect the culvert designs.
- m. **Summary of Drainage Quantities**
Compute quantities and summarize in the plans and prepare a bid item list and estimated prices for all drainage facilities.
- n. **Assemble Applicable Standards**
Identify and acquire all applicable standards. Modify standards as needed. Plot sheets and incorporate into the plans.



SIGNING, MARKINGS AND SIGNALIZATION (TASK H)

1. Prepare Base Mapping

The ENGINEER shall prepare Base Mapping to be used by all ENGINEERS on the project.

2. Signing & Pavement Marking Layouts

Prepare signing and pavement marking layouts (1"=50' or smaller scale) in accordance with applicable design standards, and the TMUTCD. These layouts will depict signage, pavement marking, and delineator type on the same plan sheet.

3. Pavement Marking Details

Prepare any and all details necessary to clarify the construction requirements of the pavement marking plans.

4. Prepare Small Sign Details

Prepare small sign detail sheets for non-standard conditions. This sheet is intended to show the overall dimensions of the signs by determining letter size and spacing. Details will not be to scale.

5. Prepare Summary of Pavement Markings

Compute quantities and summarize in the plans and prepare a bid item list and estimated prices for all pavement markings.

6. Prepare Small Sign Summary

Determine the mounting requirements for each sign or sign cluster based on TMUTCD and/or other applicable standards. Provide a summary of all the signs together with totals for each mount type.

7. Signal Layouts and Design

Task 1.0 – Permanent Signal Design

The Engineer shall prepare permanent traffic signal modification plans for the proposed signalized intersections to be modified along Midway Road (Hornet, Proton, Beltway, Lindberg, and Dooley). Specific design elements include the following:

Midway Road at Hornet

- relocation of the northbound, eastbound, and westbound signal mast arm structures;
- remove northbound median left turn signal pole and foundation;
- remove southbound median signal pole;
- integration of flashing yellow arrow operations;
- address ADA compliance due to signal improvements; and
- evaluate existing wiring and replace as necessary.

Midway Road at Proton

- replace northbound and southbound signal mast arm structures;
- remove northbound median left turn signal pole and foundation;



- remove southbound median left turn signal pole and foundation;
- integration of flashing yellow arrow operations;
- address ADA compliance due to signal improvements; and
- evaluate existing wiring and replace as necessary.

Midway Road at Beltway

- replace northbound and southbound signal mast arm structures;
- remove northbound and southbound median left turn signal pole foundation;
- relocate existing signal cabinet from current location further west onto Beltway inside R.O.W.;
- remove existing cabinet foundation;
- install new signal cabinet, foundation, and raised base;
- integration of flashing yellow arrow operations;
- address ADA compliance due to signal improvements; and
- replace existing wiring for entire intersection.

Midway Road at Lindbergh

- replace northbound signal mast arm structure;
- remove northbound median left turn signal pole and foundation;
- integration of flashing yellow arrow operations;
- address ADA compliance due to signal improvements; and
- evaluate existing wiring and replace as necessary.

Midway Road at Dooley

- replace traffic signal cabinet complete with controller, conflict monitor, Ethernet switch, video server, and preemption as per TOWN specifications;
- replace video detection equipment cameras and processor;
- replace all existing field wiring including wiring in signal poles/arms;
- integration of flashing yellow arrow operations; and
- address ADA compliance due to signal improvements.

It is assumed that the plan set for this contract will contain a quantity summary sheet; existing conditions layout (per intersection); two layout sheets (per intersection) showing traffic signal and signing/pavement marking improvements with the appropriate conduit/cable schedule, signal sequence chart, detector assignment chart, signal cable termination chart; traffic signal foundation and hardware detail sheets; and up to ten TxDOT standard sheets and in accordance with TOWN or specifications and standards.

The ENGINEER shall coordinate removal of conflicts with existing aerial and underground utilities and the permanent and/or temporary signals with the TOWN.

Task 1.1 – Project Meetings

At the outset of the project, the ENGINEER will prepare for and attend one kick-off meeting to discuss the TOWN project requirements and any special design or coordination needs.



After the preliminary submittal, the ENGINEER will prepare for and attend one meeting with Town staff to receive comments.

Task 1.2 – Base Map and Specifications Assembly

The ENGINEER will assemble applicable design standards and specifications from the TOWN.

Using plans of existing or proposed utilities, the ENGINEER will verify the location of above-ground utilities and show the location of underground utilities as indicated on the plans. If utility plans cannot be furnished by the TOWN, the ENGINEER will coordinate with the TOWN to conduct a locate using DIGTESS.

Using plans of the existing or proposed intersection improvements, the ENGINEER will prepare a base map of existing roadway geometry and traffic control devices. This base map will be developed in an 11"x 17" format.

Task 1.3 - The ENGINEER shall prepare an Existing Condition Lay out for Signalized Intersections

Task 1.4 - The ENGINEER shall prepare Signal Layout Plan Sheets, which are to include

- Existing Traffic Control
- Existing Utilities
- Proposed Roadway Improvements
- Proposed Installation
- Proposed Additional Traffic Control
- Proposed illumination attached to signal poles

Task 1.5 - The ENGINEER shall prepare Elevation Sheets.

Task 1.6 - The ENGINEER shall prepare Electrical Schedules for improvements.

Task 1.7 - The ENGINEER shall prepare Signal Detail Sheets which will include:

- Signal Poles
- Ground Boxes
- Wiring Diagrams
- Conduit and Conductor Tables
- Detectors
- Concrete Foundations
- Vehicle and Pedestrian Signal Head Mounting Details
- Phasing Sheet
- ADA Improvements
- Work Area Protection



Task 1.8 - The ENGINEER shall prepare traffic signal general notes and basis of estimate.

Task 1.9 - The ENGINEER shall prepare the summary of signal quantities.

Task 1.10 - The ENGINEER shall develop signal standards including foundation standards.

The ENGINEER shall coordinate electric service with the appropriate utility for permanent signal installation. The permanent signal plans will show the power source and the corresponding conduit runs.

Task 2.0 - Temporary Signal Design

Task 2.1 - The ENGINEER shall prepare temporary traffic signal plans to match proposed construction sequencing plans for the proposed signalized intersections. It is assumed that 3 phases will be required at each intersection. These plans will illustrate the layout of the proposed signals and associated small signs attached to signal mast arms or span wires, phasing diagrams and details.

Task 2.2 - The ENGINEER will prepare a summary of temporary signal quantities.

Task 3.0 – Traffic Analysis

The Engineer shall evaluate turn-lane storage for the proposed signalized intersections to be modified along Midway Road (Hornet, Proton, Beltway, Lindberg, and Dooley). This evaluation will include analysis of existing storage provided at other unsignalized intersections currently in the corridor. The storage evaluation will be based on traffic demand during the AM, Midday, PM, and Saturday peak periods, and will assume that existing median access will remain for the future design. Any changes in median access (closing of current median openings) would trigger the need for further data collection and analysis, not included in this scope of services.

Task 3.1 – Traffic Data Collection

New turning movement count data will be collected, in the Fall of 2014, for the five signalized intersections in the project, following the beginning of public and private schools in Addison. This data will be collected and tabulated for 1.5 hour periods (six 15-minute intervals) during the AM, Midday, PM, and Saturday peak periods, identified using the Town's most recent arterial traffic count data.

Task 3.2 – Field Evaluation of Current Turn Storage and Demand

The Engineer will observe actual traffic operations on the street within the corridor during typical non-holiday AM, Midday, PM, and Saturday peak periods. The focus



of these observations will be to determine where current turn-bays exceed demand, where traffic operations could be improved with additional turn storage capacity, and also to identify where other geometric enhancements could result in better overall traffic operations for the reconstructed roadway. Observations will also be used to calibrate and validate the Synchro™ model being used as part of this analysis.

Task 3.3 – Modeling and Queue Storage Evaluation

New traffic volumes will be integrated into AM, Midday, PM, and Saturday peak signal timing models. These models will be calibrated based on in-field observations, and used to develop recommendations for the length of turn-bay storage to be provided in the new roadway design. These models can also be used for evaluating and recommending the most desirable lane configurations during various phases of construction, and for developing temporary traffic control strategies.

Task 3.4 – Technical Memorandum

A brief technical memorandum will be developed to summarize the analysis and recommendations. This memorandum will include a table of recommended storage lengths and other potential operational enhancements.

Task 3.5 – Meetings

It is anticipated that at least one meeting will take place to discuss preliminary findings with the Design Team, and one meeting to present findings to the Town of Addison. In addition, it is assumed that the Engineer will participate in up to three on-screen or telephone coordination meetings with the design team.

MISCELLANEOUS PLAN DEVELOPMENT (TASK I)

The ENGINEER shall develop the following for inclusion into the plans:

- a. Project Title Sheet
- b. Index of Sheets
- c. General Notes Sheets
- d. Project Layout Sheets
- e. Easement and ROW Layout Sheets
- f. Subsurface Utility Engineering Sheets
- g. Horizontal and Vertical Survey Control Sheets
- h. Horizontal Alignment Data Sheets
- i. Typical Sections
- j. Removal Plan
- k. Miscellaneous Layouts or Detail Sheets (if applicable)



TRAFFIC CONTROL AND SEQUENCING (TASK J)

1. Develop Traffic Control Typical Sections

In conjunction with the Traffic Control Layouts, the ENGINEER shall develop typical cross sections showing lane widths, edge conditions, channelization and proposed construction area.

2. Develop Sequence of Construction

The ENGINEER shall develop a sequence of construction for the proposed improvements.

3. Traffic Control Layouts

Prepare layouts (1" = 50' or smaller scale) showing the travel lanes and construction area for each phase of construction. Included in the layouts will be temporary signing and striping, channelization devices, barricades and a narrative of the sequence of work. It is anticipated that the Project's construction contractor will be responsible for preparing the detailed traffic control plans for the Project. Those plans will conform to the ENGINEER's traffic control and sequencing plans and will be developed in accordance with TMUTCD standards and sealed by an Engineer licensed in the State of Texas.

4. Intersection Staging Plans

Develop typical intersection staging plans for similar intersections. Develop custom intersection staging layouts only for special conditions.

5. Driveway Staging Plans

Develop a typical driveway staging plan for similar driveways. Develop custom driveway staging layouts only for special conditions.

6. Bus Stop Staging Plans

Develop typical bus stop staging plans for any bus stops located along the project. Develop custom bus staging layouts for special conditions.

7. TCP Quantities Summary Sheet

The ENGINEER shall develop TCP Quantity Summary Sheets

8. Detour Plans

Develop horizontal and vertical alignments for any detours to be constructed. Prepare plan and profile sheets (1" = 50' or smaller scale on 11"x17" plan sheets) for proposed detours. For detour routings on existing streets, roads, or highways, provide layouts of proposed routing, showing "trail blazing" signs at intersections.



ILLUMINATION (TASK K)

1. Research and evaluate fixtures options (up to 4).
 - a. Identify criteria to be used in comparing fixtures/assembly configuration options. It is assumed that the TOWN wants to consider LED fixtures in addition to more traditional HPS and MH fixtures.
 - b. Model photometrics with current design spacing and Visual@ 2012 Lighting Design Software.
 - c. Determine purchasing requirements and benefits.
 - d. Develop a spreadsheet comparison of fixture/assembly configuration options based on above criteria and modeling.
2. Research and identify acceptable pole options.
 - a. Identify and investigate pole style options (up to 4).
 - b. Evaluate pole height and arm options.
3. Investigate anticipated power rates and determine the expected monthly and yearly power and maintenance costs.
 - a. Coordinate with the TOWN and the power company to verify the current rate and any applicable agreements.
 - b. Estimate expected monthly and yearly power costs per illumination pole assembly for the Project for each of the fixture options.
 - c. Research and estimate the anticipated maintenance and replacement costs for each of the fixture options.
4. Evaluate Existing and Proposed Pole Locations
 - a. Evaluate existing pole locations and spacing.
 - b. Confirm compliance with Federal Aviation Administration (FAA) requirements for proximity to public airports or heliports; prepare and submit to TOWN any required FAA Airway-Highway Clearance forms and related documentation.
 - c. Develop conceptual pole layouts for the various fixture and pole options.
 - d. Determine locations for soil borings needed for foundation design.
5. Prepare Summary Report and Recommendation
 - a. Compile data from the above items.
 - b. Prepare a summary matrix for the various fixture pole combinations.
 - c. Prepare a brief summary report (to be included in the DSR) of the findings and make a recommendation to the TOWN for a fixture/pole assembly to be used on the Project.



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- d. Meet with the TOWN to review and discuss the options and the ENGINEER's recommendation.
6. Prepare Illumination Plans and Specifications
 - a. Prepare illumination pole layout sheets. Set pole locations to avoid conflicts with existing and proposed improvements.
 - b. Prepare conduit plans.
 - c. Prepare pole foundation plans and details.
 - d. Determine wiring requirements, calculate voltage drops and define circuits.
 - e. Develop wiring summary tables.
 - f. Coordinate with power company regarding power needs.
 - g. Prepare specifications and miscellaneous details.
 - h. Develop a summary of illumination quantities.
 - i. Prepare bid plans and contract documents.

ENVIRONMENTAL AND STORM WATER POLLUTION PREVENTION PLANS (TASK L)

1. Preparation of a Storm Water Pollution Prevention Plan (SW3P) in accordance with TCEQ Texas Pollutant Discharge Elimination System permit TXR150000.

Prepare SW3P data sheet in accordance with TOWN requirements.

2. Erosion Control Plan

Prepare erosion control layout sheets (1"=100' or smaller scale on 11" x 17" plan sheets) showing all necessary erosion control devices such as: seeding (temporary and permanent), sodding, sediment control fences, rock filter dams, soil retention blankets, riprap slope protection and other devices as required. Erosion control plan shall be coordinated with the Traffic Control Plan and Sequence of Work.

3. Miscellaneous SW3P and Erosion Control Details

Prepare miscellaneous plan details necessary to clarify the requirements of the storm water pollution prevention plans.

WATER & WASTEWATER IMPROVEMENTS (TASK M)

See Exhibit C: Special Engineering Services.



LANDSCAPE AND AESTHETIC IMPROVEMENTS (TASK N)

Provide landscape architecture and design services for the preparation of plans and specifications for the reconstruction of the existing Midway Road medians between Spring Valley Road to Keller Springs Road. This effort involves improvements for approximately twenty five (25) medians. The scope of work for this task of the Project includes evaluation of existing median improvements, removal of existing landscaping features and design of new landscaping features and irrigation systems. In addition, ENGINEER will design improvements for approximately ten (10) DART bus stops that exist within the Project limits. The ENGINEER will also design a hike and bike trail (8' to 10' wide) along the east side of Midway Road between Spring Valley Road and Arapaho Road.

1. Research and Data Collection
 - a. Coordinate and confirm intent of median improvements with TOWN staff.
 - b. Document existing conditions through photography.
 - c. Confirm inventory and catalog existing plant material in medians.
 - d. Gather project information using TOWN GIS, record documents, aerial photographs, plats or similar base map data resources.
 - e. Research TOWN ordinances and criteria for the proposed median improvements, (e.g. sight line visibility requirements, and pedestrian-vehicle interactions).
 - f. Identify existing landscape and irrigation improvements impacted by the proposed median improvements.
 - g. Confirm the TOWN's intent for gateway monumentation, and incorporation into the overall streetscape design concept.
2. Conceptual Plans
 - a. Prepare conceptual median schematic design based on Project intent of streetscape guidelines and electronic data collection (aerial topography and photography), to include planting, shrub massing, hardscape layout, walks & trails, street furnishings, and street lights.
 - b. Prepare preliminary exhibit for utility coordination. Acknowledge foreseeable issues, opportunities, and constraints associated with median alignment.
 - c. Identify potential median safety concerns and sight line visibility constraints.
 - d. Acknowledge median landscape maintenance challenges.
 - e. List preliminary details and notes as needed and related to the project.
 - f. Prepare an Opinion of Probable Construction Costs.
 - g. Submit Conceptual design documents for review and comment.
 - h. Receive Staff comments to incorporate into the design documents.



3. Preliminary Plans (60% drawings)
 - a. Develop the median landscape design based on the Schematic Design and identified opportunities and constraints
 - b. Develop preliminary specifications for the proposed improvements
 - c. Evaluate median-safety concerns and sight line visibility constraints
 - d. Evaluate median landscape maintenance challenges
 - e. Coordinate the proposed median landscape with utility jurisdictions and TOWN
 - f. Update Opinion of Probable Construction Costs
 - g. Submit of preliminary plan documents for review and comment
 - h. Receive Staff comments to incorporate into Design Development documents

4. Final Plans (90% and 100% drawings)
 - a. Prepare specifications for the proposed improvements
 - b. Prepare plan set documents to include:
 - Hardscape horizontal and vertical control
 - Tree preservation and removal plan, if necessary
 - Tree preservation details and direction
 - Median landscape planting plans
 - Irrigation design plans
 - Bus stop improvement and furnishings plans
 - Hike and bike trail plans
 - Miscellaneous details and notes
 - c. Update the Opinion of Probable Construction Cost

QUANTITIES, SPECIFICATIONS, ESTIMATE, AND BID DOCUMENTS (TASK O)

1. General Notes and Specification Data

Develop a complete set of General Notes and Specification Data, based on applicable bid items. Identify any Special Specifications and Special Provisions applicable to the project. Prepare any new Special Specifications or Special Provisions needed for the project and submit with appropriate justification.



2. Estimate

Prepare a construction cost estimate using locally preferred bid items and estimated unit prices, in Excel format.

3. Construction Contract Time Determination

Prepare a Construction Contract Time estimate.

4. Bid Package

Prepare a bid-ready package including contractor plan copies and a bound bid packet including general bidding requirements, bidding documents, bid proposal, specifications and provisions, applicable contractor bonding/insurance documents, and any other documents necessary for bidding of the project. ENGINEER must also provide electronic copies of all bidding documents in applicable Word/Excel format. It is assumed that the TOWN will be responsible for preparing and assembling the copies of the bid documents for distribution to prospective bidders.

BID PHASE SERVICES (TASK P)

1. Bid Services

a. Plan Distribution

ENGINEER will provide the TOWN with a master set of plans and specifications to be used by the TOWN for reproduction and distribution to bidders.

b. Pre-Bid Meeting

ENGINEER shall attend up to two (2) Pre-Bid Conferences with TOWN representatives and prospective bidders prepare a sign-in sheet, and Pre-Bid Conference Minutes, prepare and issue addenda as appropriate to clarify, correct, or change the bidding documents.

c. Bidder Questions

Assist the TOWN in addressing and responding to bidder questions and requests.

d. Addenda

ENGINEER shall prepare and issue addenda as appropriate to clarify, correct, or change the bidding documents.

e. Bid Opening and Tabulation

ENGINEER shall attend the formal opening of bids and tabulate and furnish to TOWN an original CD with .xls file, and five (5) copies of the bid tabulation together with written recommendation regarding the award of the contract within seven (7) calendar days of receiving the bid documents from the TOWN. The recommendation for award should include contractor's past performance, experience and competence.



EASEMENT AND RIGHT-OF-WAY ACQUISITION (TASK Q)

1. Negotiation and Acquisition

- a. Engineer will provide negotiation and acquisition services for the proposed easements and right-of-way associated with the Project. It is anticipated that up to twelve (12) easement and/or right-of-way (ROW) parcels will be required for the roadway and utility improvements. In addition it is anticipated that up to ten (10) easement or ROW parcels will be required for the hike and bike trail improvements.
- b. ENGINEER will research property values from tax records and readily available real estate information. Value estimates will be prepared for each property being considered for an easement or ROW taking.
- c. ENGINEER will meet with each property owner to discuss the project and the need to secure from him/her the easement and/or ROW to accommodate the proposed improvements. If property owner is not local, discussions will be by telephone, email or mail.
- d. ENGINEER will request that the property owner convey the easement and/or ROW with no compensation. If compensation is requested, a written offer will be prepared based on the tax value of the property and input from the TOWN.
- e. If owner does not agree to the offer, ENGINEER will try to negotiate a settlement if there is room for compromise. Any proposed settlement will be coordinated with the TOWN.
- f. After the easement or ROW documents are signed by the property owner, they will be presented to the TOWN for recording.
- g. If negotiations reach an impasse, ENGINEER will confirm with the TOWN that eminent domain (condemnation) action should be initiated. The following services will be performed as an Additional Services on an hourly reimbursable basis. The anticipated effort for each condemnation action is \$8,500 (Eight Thousand Five Hundred Dollars).
 - i. ENGINEER will secure a formal appraisal for the property interest.
 - ii. Using the appraisal, prepare and submit a written offer to the property owner for purchase of the easement or ROW.
 - iii. ENGINEER will negotiate with the property owner in good faith on all issues.
 - iv. If negotiations fail, coordinate with the TOWN to prepare and submit a Final Offer letter based on the appraisal value.
 - v. If the property owner rejects the Final Offer and negotiations fail, all files and reports will be delivered to the TOWN Attorney for legal condemnation proceedings.
 - vi. ENGINEER will meet with the TOWN Attorney to prepare for the hearing and testify at the hearing as required.



PROJECT DELIVERABLES

1. CONCEPT SCHEMATIC SUBMITTAL

This milestone submittal will primarily be for Program review only and shall include, at a minimum, the following conceptual documents and activities:

- a. Project Design Summary Report (DSR)
- b. Design Exceptions (if applicable)
- c. Concept Paving Plan/Profile Schematic
- d. Concept Paving Cross Section Schematic
- e. Concept Utility Plan Schematic (Water, Sanitary Sewer and Storm Drain)
- f. Concept Median Landscaping and Illumination Plan
- g. Traffic Control and Sequencing Concept
- h. ROW Ownership Map & Proposed Additional ROW/Easement Locations
- i. SUE (level D, C, & B)
- j. Opinion of Probable Construction Cost

Furnish TOWN with two (2) paper copies and two (2) CD's containing and Adobe Acrobat PDF copy of the above items.

Deliver all electronic files (models, spreadsheets, shape files, CADD files, etc.) on a CD. All files must be fully operational and located on the appropriate levels.

The ENGINEER shall submit the Concept Schematic design package through a short design meeting/workshop and allow 3 weeks for TOWN review and comment. ENGINEER shall not proceed with Preliminary Submittal design until provided with written TOWN approval of the Concept submittal.

2. PRELIMINARY SUBMITTAL (60%)

Submittal package shall contain/include but not be limited to at a minimum a written response to TOWN's CONCEPT SCHEMATIC review comments, the concept schematic review set with revisions based on the concept schematic review comments, and the following documents and activities:

- a. Title Sheet and Index
- b. General Notes
- c. Standard Details
- d. Typical Sections
- e. Traffic Control and Sequencing Plans
- f. Removal Layouts
- g. Control Sheets
- h. Roadway Plan & Profile Sheets (including Cross Streets)
- i. Driveway Profiles
- j. Retaining Wall Layouts
- k. Drainage Area Map (including summary of computations)
- l. Storm Sewer Plan & Profile (including summary of computations)
- m. Culvert Layouts (including hydraulic summary)
- n. Existing Utility Layouts
- o. Traffic Signal Layouts
- p. SW3P Data and Layouts



- q. Cross Sections
- r. Signing & Pavement Markings
- s. Intersection Improvements
- t. Water Line Improvements
- u. Wastewater Line Improvements
- v. Illumination Layout
- w. Landscape Layout
- x. Specifications
- y. ROW Parcel Exhibits
- z. Opinion of Probable Construction Cost (60%)
- aa. Revise and Refine Designs based on TOWN Comments

Furnish TOWN with two (2) paper copies and two (2) CD's containing and Adobe Acrobat PDF copy of the above items associated with the 60% Submittal Package.

Deliver all electronic files (models, spreadsheets, shape files, CADD files, etc.) on a CD. All files must be fully operational and located on the appropriate levels.

The ENGINEER shall submit the 60% design package through a short design meeting/workshop and allow 4 weeks for TOWN review and comment. ENGINEER shall not proceed with Pre-Final Submittal design until provided with written TOWN approval of the Preliminary Submittal.

3. PRE-FINAL SUBMITTAL (90%)

Submittal package shall contain/include but not be limited to at a minimum a written response to TOWN's PRELIMINARY SUBMITTAL (60%) review comments, the 60% review set with revisions based on the 60% review comments, and the following documents and activities:

- a. Title Sheet and Index
- b. General Notes
- c. Standard Details
- d. Typical Sections
- e. Traffic Control Plans
- f. Removal Layouts
- g. Control Sheets
- h. Roadway Plan & Profile Sheets (including Cross Streets)
- i. Driveway Profiles
- j. Retaining Wall Layouts
- k. Drainage Area Map (including summary of computations)
- l. Storm Sewer Plan & Profile (including summary of computations)
- m. Culvert Layouts (including hydraulic summary)
- n. Existing Utility Layouts
- o. Traffic Signal Layouts
- p. SW3P Data and Layouts
- q. Cross Sections
- r. Signing & Pavement Markings
- s. Intersection Improvements
- t. Water Line Improvements



- u. Wastewater Line Improvements
- v. Illumination Layout
- w. Landscape Layout
- x. Specifications
- y. Opinion of Probable Construction Cost (90%)
- z. Bid Documents
- aa. Revise and Refine Designs based on TOWN Comments

Furnish TOWN with two (2) paper copies and two (2) CD's containing and Adobe Acrobat PDF copy of the above items associated with the 90% Submittal Package.

Deliver all electronic files (models, spreadsheets, shape files, CADD files, etc.) on a CD. All files must be fully operational and located on the appropriate levels.

The ENGINEER shall submit the 90% design package through a short design meeting/workshop and allow 4 weeks for TOWN review and comment. ENGINEER shall not proceed with Final Submittal design until provided with written TOWN approval of the Pre-Final Submittal.

4. FINAL SUBMITTAL (100%)

Submittal package shall contain/include but not be limited to at a minimum a written response to TOWN PRE-FINAL SUBMITTAL (90%) review comments, the 90% review set with revisions based on the 90% review comments. Submit 100% signed and sealed Bid-ready Drawings), Project Specifications/Bid Form, and Opinion of Probable Construction Cost estimate (excluding land costs) along with the reviewed Pre-Final drawings, specifications, and Opinion of Probable Construction Cost (if necessary). ENGINEER shall also submit the construction schedule and an estimate of construction duration. ENGINEER shall obtain all required utility approval signatures prior to the Final Submittal. Plans shall be submitted with the QA/QC Certification Form.

Furnish as a part of ENGINEER's basic fee not more than five (5) paper sets of bidding documents and not more than five (5) CDs with an Adobe Acrobat PDF copy of the bidding documents. CDs shall be separate from the paper set of the bidding documents. Bidding documents shall include but are not limited to the following:

- a. Title Sheet and Index
- b. General Notes
- c. Standard Details
- d. Typical Sections
- e. Traffic Control Plans
- f. Removal Layouts
- g. Control Sheets
- h. Roadway Plan & Profile Sheets (including Cross Streets)
- i. Driveway Profiles
- j. Retaining Wall Layouts
- k. Drainage Area Map (including summary of computations)
- l. Storm Sewer Plan & Profile (including summary of computations)
- m. Culvert Layouts (including hydraulic summary)



Town of Addison Project No. IDS 15-01

- n. Existing Utility Layouts
- o. Traffic Signal Layouts
- p. SW3P Data and Layouts
- q. Cross Sections
- r. Signing & Pavement Markings
- s. Intersection Improvements
- t. Water Line Improvements
- u. Wastewater Line Improvements
- v. Illumination Layout
- w. Landscape Layout
- x. Specifications
- y. Opinion of Probable Construction Cost (100%)
- z. Construction Time Determination
- aa. Bid Documents
- bb. Revise and Refine Designs based on TOWN Comments

Furnish TOWN with one (1) CD containing and Adobe Acrobat PDF copy of the above items associated with the 100% Submittal Package.
Deliver all electronic files (models, spreadsheets, shape files, CADD files, etc.) on a CD.
All files must be fully operational and located on the appropriate levels.



TOWN OF ADDISON
MIDWAY ROAD REVITALIZATION PROJECT
(SPRING VALLEY ROAD TO KELLER SPRINGS ROAD)

EXHIBIT C: SPECIAL ENGINEERING SERVICES

The scope of special engineering services is organized as follows:

WATER & WASTEWATER IMPROVEMENTS (TASK M)

It is assumed that all of the Town's water and wastewater lines within the pavement limits of Midway Road or within close proximity to the existing back of curb will be replaced as part of this roadway revitalization project. This assumption encompasses approximately 17,800 LF of water line ranging from 8" diameter to 16" diameter. Also included is approximately 10,000 LF of wastewater line ranging in size from 8" diameter to 18" diameter. The design of the replacement lines shall be in accordance with the Town's criteria as well as the requirements of TCEQ (i.e. TAC Title 30, Chapters 217 and 290). The water and wastewater improvements shall include the following:

1. Overall project water layout sheets

The water layout sheet shall identify the proposed water main improvement/ existing water mains in the vicinity and all water appurtenances along with pressure plane boundaries, valves, and fire hydrants.

2. Overall project sewer layout sheets

The sewer layout sheet shall identify the proposed sewer main improvement/ existing sewer mains in the vicinity and all sewer appurtenances

3. Coordinates on all P.C.'s, P.T.'s, P.I.'s, manholes, valves, mainline fittings, etc., in the same coordinate system as the Control Points.

4. Bearings will be given on all proposed centerlines, or baselines.

5. Water Plan and Profile sheets which show the following:

- a. proposed water plan/profile and recommended pipe size
- b. fire hydrants
- c. water service lines and meter boxes
- d. gate valves and isolation valves
- e. existing meter and sizes
- f. existing fire line locations
- g. existing utilities and utility easements



TOWN OF ADDISON
MIDWAY ROAD REVITALIZATION PROJECT
(SPRING VALLEY ROAD TO KELLER SPRINGS ROAD)

EXHIBIT D: ADDITIONAL ENGINEERING SERVICES

EXCLUSIONS AND ADDITIONAL SERVICES

Services not specifically identified in Exhibit B: Basic Engineering Services shall be considered additional services and shall be performed on an individual basis upon written authorization by the TOWN.

Additional services shall include, but are not limited to, the following:

1. Any additional meetings, presentations and field visits not specified in this scope of services.
2. Design or coordination related to public art opportunities.
3. Attendance and preparation for meetings beyond those identified in the Scope of Services.
4. Construction staking.
5. Special floodplain studies for off-site drainage or FEMA flood plain map amendments other than those listed in the Scope of Services.
6. Preparation of Traffic Control Plans other than those listed in the Scope of Services.
7. Storm Water Pollution Prevention Plans other than those listed in the Scope of Services.
8. Staking of floodplain and /or floodway limits.
9. Survey or design of improvements outside of the Project limits.
10. Traffic studies.
11. Landscaping and streetscaping plans for the existing parkways.
12. Pedestrian lighting plans or improvements.
13. Color marketing exhibits beyond the stated in the Scope of Services.
14. Demolition plans for any existing structures or facilities.
15. Geotechnical investigations, environmental impact statements, evaluation or permitting related to TCEQ or the United States Army Corps of Engineers.
16. Design of franchise utility relocations.
17. Value Engineering of layouts, designs or plans that have been approved for bidding by the TOWN.
18. Condemnation services.
19. Construction Administration Services
20. Construction Observation on-site project services.

TOWN OF ADDISON
MIDWAY ROAD REVITALIZATION PROJECT
(SPRING VALLEY ROAD TO KELLER SPRINGS ROAD)

EXHIBIT E: COMPENSATION

	Basic Services		Special Service
	Fixed Fee	Time and Expense	
Task A – Concept Studies and Preliminary Engineering:	\$ 114,670.00		
Task B – Public Involvement:		\$ 24,640.00	
Task C – Utilities:		\$ 164,370.00	
Task D – Project Management:	\$ 101,910.00		
Task E – Field Surveying:		\$ 234,830.00	
Task F – Roadway Design:	\$ 297,550.00		
Task G – Drainage:	\$ 132,680.00		
Task H – Signing, Markings and Signalization:	\$ 118,770.00		
Task I – Miscellaneous Plan Development:	\$ 55,390.00		
Task J – Traffic Control and Sequencing:	\$ 137,910.00		
Task K – Illumination:	\$ 39,160.00		
Task L – Environmental and SWPPP:	\$ 21,710.00		
Task M – Water and Wastewater Improvements:			\$ 239,410.00
Task N – Landscaping and Aesthetics:	\$ 134,460.00		
Task O – Quantities, Estimate, Specifications and Bid Documents:	\$ 50,800.00		
Task P – Bid Phase Services:		\$ 13,970.00	
Task Q – Easement and ROW Acquisition:		\$ 99,029.00	
Direct Expenses		\$ 17,600.00	
TOTAL	\$ 1,205,010.00	\$ 554,439.00	\$ 239,410.00
TOTAL MAX COMPENSATION	\$ 1,998,859.00		



TOWN OF ADDISON
MIDWAY ROAD REVITALIZATION PROJECT
(SPRING VALLEY ROAD TO KELLER SPRINGS ROAD)

EXHIBIT F: SERVICES TO BE PROVIDED BY THE OWNER

Responsibilities of the TOWN

The TOWN shall perform and/or provide the following in a timely manner so as not to delay the Services of the ENGINEER. Unless otherwise provide in this Scope of Services, the TOWN shall bear all costs incident to compliance with the following:

1. Furnish all documents for all existing and proposed facilities within the Project limits.
2. Furnish electronic or hard copy construction plans and documents for all existing facilities or those proposed by work outside the Scope of Services within the Project limits as information becomes available.
3. This scope of services anticipates that the TOWN or its representatives will provide base information for any other projects being designed within or adjacent to the Project limits. If possible, the information shall be provided in electronic format.
4. Furnish the TOWN's standard specification documentation.

Work Session and Regular Meeting**Meeting Date:** 04/10/2018**Department:** Finance**Pillars:** Gold Standard for Financial Health**Milestones:** Review town ordinances and regulations with a focus on modernization in order to facilitate redevelopment

AGENDA CAPTION:

Present, Discuss, and Consider Action on an **Ordinance to Amend the Town's Annual Budget for the Fiscal Year Ending September 30, 2018.**

BACKGROUND:

The Fiscal Year (FY) 2018 budget was adopted by Council on September 13, 2017. This is the first amendment for the FY2018 Town of Addison annual budget.

Each year, Finance staff reviews the budget to determine which items should be recognized with formal budget amendments. When budget variances occur that are outside of the authority of the City Manager these adjustments are presented to the council in the form of a budget amendment.

As part of the adopted FY2017 budget, the Town hired Public Sector Personnel Consultants to conduct a certification pay study to determine which of the Town's 13 comparison cities provide additional pay for employees who hold various certifications and licenses that demonstrate job knowledge, experience and expertise. These comparison cities are Allen, Carrollton, Coppell, Farmers Branch, Flower Mound, Frisco, Grapevine, Irving, Lewisville, McKinney, Plano, Richardson and University Park.

However, the results of the study created additional questions regarding which certifications were required as part of each position's job responsibilities compared to those certifications that may be preferred. Staff determined that a complete classification and compensation study was needed to review the duties of each position, the experience, education and certifications required, as well as review each position's salary competitiveness in relation to our comparison cities. The last classification and compensation study was completed in FY2013.

Public Sector Personnel Consultants completed the study and shared the results of the salary survey, recommendations for salary adjustments and certification pay with Council on December 15, 2017. A phased approach was recommended and was approved by Council. Phase 1 compensation adjustments were reflected on the first pay period (January 19, 2018) following formal action. While compensation adjustments were not retroactive, certification pay awarded was retroactive to June 1, 2017.

The total increased cost for salary and benefits of Phase 1 of the compensation study, not including certification pay, was almost \$680,000 for all funds. The cost of the certification pay adjustment was approximately \$84,000. The increases for both compensation and certification pay were absorbed by the departments through other operational line item reductions.

For the **General Fund** this amendment also reflects the Fire Department's successful efforts toward receipt of a local grant from the Metrocrest Hospital Authority. An amount of \$81,294 was awarded to the Fire Department to purchase two stretcher loading systems, a chest compression system, and three laryngoscopes. The chest compression systems will allow the Fire Department to outfit the reserve ambulance with the same equipment as front-line ambulances. The laryngoscopes are the latest, most

preferred tools for intubation in Advanced Life Support. On March 2, 2018 Mr. Charles Heath, CEO of the Metrocrest Hospital Authority, awarded the Addison Fire Department a check in the full amount requested.

On September 29, 2017, City Council amended the FY2017 General Fund budget to move \$1,047,000 to the Self-funded Projects fund for HVAC and Elevator replacements at the Addison Athletic Club. Revisions to the project were presented to Council on February 13, 2018. This amendment would add \$95,000 to that project budget.

In the Hotel Fund, the fire alarm system at the Conference Centre was to be replaced in FY2017. The contractor that was awarded the work informed the Town at the beginning of September, 2017 that they would be unable meet the previously agreed upon deadlines. The agreement was canceled, and the project was re-bid. Funding, however, was not planned for in FY2018. This budget amendment will take \$99,000 from fund balance to pay for the Conference Centre fire alarm replacement in FY2018.

The FY2018 **Airport Fund Capital Improvements Budget** needs to be amended. City Council initially directed staff to procure cost estimates for customs and border facility design in October 2016. Council approved a contract with Page Southerland Page, Inc. to conduct a site analysis and provide facility cost estimates in February 2017. A contract was awarded to Page Southerland Page, Inc. for design of the Addison Airport Customs facility on January 4, 2018 at a cost of \$857,663. This amount exceeds the FY2018 budget for the project by \$572,663. Because of delays in the awarding of federal airport improvement grants, funds budgeted for grant matches are not needed this fiscal year. Below is a summary of the budget amendment by fund:

Fund	Amount to be Reclassified	Impact on Budgeted Expenditures	Impact on Budgeted Revenues	Impact on Fund Balance
General Fund	\$617,141	\$81,294	\$81,294	(\$95,000)
Hotel Fund	\$53,687	\$99,000	-	(\$99,000)
Self-Funded Project Fund	-	\$95,000	\$95,000	-
Airport Fund	-	(\$39,777)	-	\$39,777
Economic Development Fund	\$10,656	-	-	-
Stormwater Fund	\$4,347	-	-	-
Utility Fund	\$69,451	-	-	-

The attachments reflect the details of the proposed budget changes by fund in the ordinance and budget amendment summary.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Budget Amendment

Report - Budget Adjustment Summary

Presentation - Budget Amendment

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018 TO PROVIDE FUNDING FOR SALARY MARKET STUDY RECOMMENDATIONS AND CERTIFICATION PAY PROGRAM AND FOR ADDITIONAL FUNDING FOR THE AIRPORT CUSTOM FACILITIES PROJECT; PROVIDING THAT EXPENDITURES SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET AS AMENDED; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 13, 2017, the City Council of the Town of Addison, Texas (the “City”) adopted a budget for the City for the fiscal year beginning October 1, 2017 and ending September 30, 2018 as set forth in Ordinance No. 017-025 of the City; and

WHEREAS, Section 5.08 of the City Charter provides that the budget may be amended or changed, under conditions which may arise and which could not reasonably have been foreseen in the normal process of planning the budget, to provide for any additional expense in which the general welfare of the citizenry is involved, that such amendments shall be by Ordinance, and that they shall become an attachment to the original budget; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the City Council to make changes in the adopted budget for municipal purposes, and the changes to the budget made herein are for municipal purposes; and

WHEREAS, this amendment and changes to the City’s 2017-2018 budget made herein are as a result of conditions that have arisen and could not reasonably have been foreseen in the normal process of planning the budget, provide for additional expenses in which the general welfare of the citizenry is involved, and the City Council finds that the amendments provided for herein are of a serious public necessity and an urgent need for the City.

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

Section 1. In accordance with Section 5.08 of the City Charter, Ordinance No. 017-025, as amended, of the Town of Addison, Texas (the “City”), adopting the 2017-18 annual budget, is hereby further amended to reallocate departmental expenditures out of non-personnel expenditures to personnel lines items for the purpose of paying for additional salary costs due to market study results as shown on **Exhibit A** attached hereto and made a part of this Ordinance.

Section 2. The above and foregoing recitals are true and correct and are incorporated herein and made a part of this Ordinance.

OFFICE OF THE CITY SECRETARY

ORDINANCE NO. _____

Section 3. This Ordinance shall take effect upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 10th day of April 2018.

Joe Chow, Mayor

ATTEST:

By: _____
Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

TOWN OF ADDISON GENERAL FUND BUDGET AMENDMENT FY2017-18			
	Adopted Budget 2017-18	Amendment 2017-18	Revised Budget 2017-18
BEGINNING BALANCES	\$ 14,000,978		\$ 14,000,978
REVENUES:			
Ad valorem Taxes	\$ 15,724,469	\$ -	\$ 15,724,469
Non-Property Taxes	14,660,000	-	14,660,000
Franchise Fees	2,850,300	-	2,850,300
Licenses and Permits	764,300	-	764,300
Intergovernmental	-	-	-
Service Fees	1,674,720	-	1,674,720
Fines and Penalties	500,000	-	500,000
Rental Income	175,000	-	175,000
Interest and Other Income	148,000	81,294	229,294
	\$ 36,496,789	\$ 81,294	\$ 36,578,083
Transfers from other funds	-	-	-
TOTAL REVENUES	\$ 36,496,789	\$ 81,294	\$ 36,578,083
TOTAL AVAILABLE RESOURCES	\$ 50,497,767	\$ 81,294	\$ 50,579,061
EXPENDITURES:			
General Government:			
City Secretary	\$ 200,071	\$ (20,000)	\$ 180,071
City Manager	1,122,398	-	1,122,398
Finance	1,772,042	2,999	1,775,041
General Services	720,103	-	720,103
Municipal Court	652,165	619	652,784
Human Resources	677,438	500	677,938
Information Technology	2,028,630	-	2,028,630
Combined Services	1,672,262	(237,981)	1,434,281
City Council	346,924	-	346,924
	\$ 9,192,033	\$ (253,863)	\$ 8,938,170
Public Safety:			
Police	\$ 9,112,629	\$ 42,414	\$ 9,155,043
Emergency Communications	1,459,046	-	1,459,046
Fire	7,355,247	275,121	7,630,368
	\$ 17,926,922	\$ 317,535	\$ 18,244,457
Development Services	\$ 1,502,265	\$ 6,440	\$ 1,508,705
Streets	\$ 2,106,357	\$ 3,000	\$ 2,109,357
Parks and Recreation:			
Parks	\$ 3,837,739	\$ 4,182	\$ 3,841,921
Recreation	1,894,122	4,000	1,898,122
	\$ 5,731,861	\$ 8,182	\$ 5,740,043
TOTAL OPERATIONAL EXPENDITURES	\$ 36,459,438	\$ 81,294	\$ 36,540,732
Transfers to other funds	1,107,000	95,000	1,202,000
TOTAL EXPENDITURES	\$ 37,566,438	\$ 176,294	\$ 37,742,732
ENDING FUND BALANCES	\$ 12,931,329	\$ (95,000)	\$ 12,836,329
Fund Balance Percentage	35.5%		35.1%

Exhibit A-1

**TOWN OF ADDISON
HOTEL FUND
BUDGET AMENDMENT
FY2017-18**

	Adopted Budget 2017-18	Amendment 2017-18	Revised Budget 2017-18
BEGINNING BALANCES	\$ 3,558,972		\$ 3,558,972
REVENUES:			
Ad valorem Taxes	\$ -	\$ -	\$ -
Non-Property Taxes	5,760,000	-	5,760,000
Franchise Fees	-	-	-
Licenses and Permits	-	-	-
Intergovernmental	-	-	-
Service Fees	2,354,000	-	2,354,000
Fines and Penalties	-	-	-
Rental Income	798,000	-	798,000
Interest and Other Income	17,000	-	17,000
	<u>\$ 8,929,000</u>	<u>\$ -</u>	<u>\$ 8,929,000</u>
Transfers from other funds	-	-	-
TOTAL REVENUES	<u>\$ 8,929,000</u>	<u>\$ -</u>	<u>\$ 8,929,000</u>
TOTAL AVAILABLE RESOURCES	<u>\$ 12,487,972</u>	<u>\$ -</u>	<u>\$ 12,487,972</u>
EXPENDITURES:			
Personal Services	\$ 1,767,420	\$ 53,687	\$ 1,821,107
Supplies	108,760	(3,003)	105,757
Maintenance	457,481	(30,055)	427,426
Contractual Services	5,241,323	(20,629)	5,220,694
Capital Replacement / Lease	89,729		89,729
Capital Outlay	30,000	99,000	129,000
	<u>\$ 7,694,713</u>	<u>\$ 99,000</u>	<u>\$ 7,793,713</u>
Transfers to other funds	1,320,800	-	1,320,800
TOTAL EXPENDITURES	<u>\$ 9,015,513</u>	<u>\$ 99,000</u>	<u>\$ 9,114,513</u>
ENDING FUND BALANCES	<u>\$ 3,472,459</u>	<u>\$ (99,000)</u>	<u>\$ 3,373,459</u>
Fund Balance Percentage	45.1%		43.3%

Exhibit A-2

**TOWN OF ADDISON
SELF-FUNDED PROJECT FUND
BUDGET AMENDMENT
FY2017-18**

	Adopted Budget 2017-18	Amendment 2017-18	Revised Budget 2017-18
BEGINNING BALANCES	\$ 4,500		\$ 4,500
REVENUES:			
Ad valorem Taxes	\$ -		\$ -
Non-Property Taxes	-		-
Franchise Fees	-		-
Licenses and Permits	-		-
Intergovernmental	-		-
Service Fees	-		-
Fines and Penalties	-		-
Rental Income	-		-
Interest and Other Income	-		-
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Transfers from other funds	1,207,000	95,000	1,302,000
TOTAL REVENUES	<u>\$ 1,207,000</u>	<u>\$ 95,000</u>	<u>\$ 1,302,000</u>
TOTAL AVAILABLE RESOURCES	<u>\$ 1,211,500</u>		<u>\$ 1,306,500</u>
EXPENDITURES:			
Personal Services	\$ -	\$ -	\$ -
Supplies	-		-
Maintenance	-		-
Contractual Services	912,000		912,000
Capital Replacement / Lease	-		-
Debt Service	-		-
Capital Outlay	295,000	95,000	390,000
	<u>\$ 1,207,000</u>	<u>\$ 95,000</u>	<u>\$ 1,302,000</u>
Transfers to other funds	-		-
TOTAL EXPENDITURES	<u>\$ 1,207,000</u>	<u>\$ 95,000</u>	<u>\$ 1,302,000</u>
ENDING FUND BALANCES	<u>\$ 4,500</u>		<u>\$ 4,500</u>

Exhibit A-3

**TOWN OF ADDISON
AIRPORT FUND
BUDGET AMENDMENT
FY2017-18**

	Adopted Budget 2017-18	Amendment 2017-18	Revised Budget 2017-18
BEGINNING BALANCES	\$ 4,478,639		\$ 5,115,094
REVENUES:			
Ad valorem Taxes	\$ -		\$ -
Non-Property Taxes	-		-
Franchise Fees	-		-
Licenses and Permits	-		-
Intergovernmental	50,000		50,000
Service Fees	1,060,000		1,060,000
Fines and Penalties	-		-
Rental Income	4,355,000		4,355,000
Interest and Other Income	24,500		24,500
	<u>\$ 5,489,500</u>	<u>\$ -</u>	<u>\$ 5,489,500</u>
Transfers from other funds	-		-
TOTAL REVENUES	<u>\$ 5,489,500</u>	<u>\$ -</u>	<u>\$ 5,489,500</u>
TOTAL AVAILABLE RESOURCES	<u>\$ 9,968,139</u>	<u>\$ -</u>	<u>\$ 10,604,594</u>
EXPENDITURES:			
Personal Services	\$ 423,447		\$ 423,447
Supplies	40,000		40,000
Maintenance	3,453,903		3,453,903
Contractual Services	657,011		657,011
Capital Replacement / Lease	26,823		26,823
Debt Service	592,972		592,972
Capital Outlay	287,000		287,000
Capital Projects (Cash Funded)			
Customs Facility	285,000	572,663	857,663
Alpha Taxiway Rejuvenation	2,200	6,460	8,660
Bravo/Golf Taxiway Improvements	740,000	(659,500)	80,500
Runway 15/33 Rejuvenation	1,500		1,500
Facility Repair and Improvements	370,000	41,000	411,000
	<u>\$ 6,879,856</u>	<u>\$ (39,377)</u>	<u>\$ 6,840,479</u>
Transfers to other funds	-		-
TOTAL EXPENDITURES	<u>\$ 6,879,856</u>	<u>\$ (39,377)</u>	<u>\$ 6,840,479</u>
ENDING FUND BALANCES	<u>\$ 3,088,283</u>	<u>\$ 39,377</u>	<u>\$ 3,764,115</u>
Fund Balance Percentage	44.9%		55.0%

Exhibit A-4

**TOWN OF ADDISON
ECONOMIC DEVELOPMENT FUND
BUDGET AMENDMENT
FY2017-18**

	Adopted Budget 2017-18	Amendment 2017-18	Revised Budget 2017-18
BEGINNING BALANCES	\$ 989,411		\$ 989,411
REVENUES:			
Ad valorem Taxes	\$ 1,015,359	\$ -	\$ 1,015,359
Non-Property Taxes	-	-	-
Franchise Fees	-	-	-
Licenses and Permits	-	-	-
Intergovernmental	-	-	-
Service Fees	67,000	-	67,000
Fines and Penalties	-	-	-
Rental Income	-	-	-
Interest and Other Income	14,100	-	14,100
	<u>\$ 1,096,459</u>	<u>\$ -</u>	<u>\$ 1,096,459</u>
Transfers from other funds	610,000	-	610,000
TOTAL REVENUES	<u>\$ 1,706,459</u>	<u>\$ -</u>	<u>\$ 1,706,459</u>
TOTAL AVAILABLE RESOURCES	<u>\$ 2,695,870</u>	<u>\$ -</u>	<u>\$ 2,695,870</u>
EXPENDITURES:			
Personal Services	\$ 441,302	\$ 10,656	\$ 451,958
Supplies	23,409	(660)	22,749
Maintenance	23,175	(962)	22,213
Contractual Services	1,167,996	(9,034)	1,158,962
Capital Replacement / Lease	17,688	-	17,688
Capital Outlay	-	-	-
	<u>\$ 1,673,570</u>	<u>\$ -</u>	<u>\$ 1,673,570</u>
Transfers to other funds	100,000	-	100,000
TOTAL EXPENDITURES	<u>\$ 1,773,570</u>	<u>\$ -</u>	<u>\$ 1,773,570</u>
ENDING FUND BALANCES	<u>\$ 922,300</u>	<u>\$ -</u>	<u>\$ 922,300</u>
Fund Balance Percentage	55.1%		55.1%

Exhibit A-5

**TOWN OF ADDISON
STORMWATER FUND
BUDGET AMENDMENT
FY2017-18**

	Adopted Budget 2017-18	Amendment 2017-18	Revised Budget 2017-18
BEGINNING BALANCES	\$ 4,625,539		\$ 4,625,539
REVENUES:			
Ad valorem Taxes	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-
Franchise Fees	-	-	-
Licenses and Permits	-	-	-
Intergovernmental	-	-	-
Service Fees	1,950,000	-	1,950,000
Fines and Penalties	-	-	-
Rental Income	-	-	-
Interest and Other Income	67,700	-	67,700
	<u>\$ 2,017,700</u>	<u>\$ -</u>	<u>\$ 2,017,700</u>
Transfers from other funds	-	-	-
TOTAL REVENUES	<u>\$ 2,017,700</u>	<u>\$ -</u>	<u>\$ 2,017,700</u>
TOTAL AVAILABLE RESOURCES	<u>\$ 6,643,239</u>	<u>\$ -</u>	<u>\$ 6,643,239</u>
EXPENDITURES:			
Personal Services	\$ 158,023	\$ 4,347	\$ 162,370
Supplies	23,200	(1,403)	21,797
Maintenance	222,200	-	222,200
Contractual Services	341,027	(2,944)	338,083
Capital Replacement / Lease	-	-	-
Debt Service	541,561	-	541,561
	<u>\$ 1,286,011</u>	<u>\$ -</u>	<u>\$ 1,286,011</u>
Transfers to other funds	-	-	-
TOTAL EXPENDITURES	<u>\$ 1,286,011</u>	<u>\$ -</u>	<u>\$ 1,286,011</u>
ENDING FUND BALANCES	<u>\$ 5,357,228</u>	<u>\$ -</u>	<u>\$ 5,357,228</u>
Fund Balance Percentage	416.6%		416.6%

Exhibit A-6

**TOWN OF ADDISON
UTILITY FUND
BUDGET AMENDMENT
FY2017-18**

	Adopted Budget 2017-18	Amendment 2017-18	Revised Budget 2017-18
BEGINNING BALANCES	\$ 7,811,879		\$ 7,811,879
REVENUES:			
Ad valorem Taxes	\$ -		\$ -
Non-Property Taxes	-		-
Franchise Fees	-		-
Licenses and Permits	-		-
Intergovernmental	-		-
Service Fees	11,249,226		11,249,226
Fines and Penalties	-		-
Rental Income	-		-
Interest and Other Income	94,600		94,600
	<u>\$ 11,343,826</u>	<u>\$ -</u>	<u>\$ 11,343,826</u>
Transfers from other funds	-	-	-
TOTAL REVENUES	<u>\$ 11,343,826</u>	<u>\$ -</u>	<u>\$ 11,343,826</u>
TOTAL AVAILABLE RESOURCES	<u>\$ 19,155,705</u>	<u>\$ -</u>	<u>\$ 19,155,705</u>
EXPENDITURES:			
Personal Services	\$ 1,659,385	\$ 22,229	\$ 1,681,614
Supplies	142,149	(5,845)	136,304
Maintenance	490,803	(1,742)	489,061
Contractual Services	8,141,764	(14,642)	8,127,122
Capital Replacement / Lease	54,394	-	54,394
Debt Service	1,077,172	-	1,077,172
Capital Outly	275,000	-	275,000
	<u>\$ 11,840,667</u>	<u>\$ -</u>	<u>\$ 11,840,667</u>
Transfers to other funds	500,000	-	500,000
TOTAL EXPENDITURES	<u>\$ 12,340,667</u>	<u>\$ -</u>	<u>\$ 12,340,667</u>
ENDING FUND BALANCES	<u>\$ 6,815,038</u>	<u>\$ -</u>	<u>\$ 6,815,038</u>
Fund Balance Percentage	57.6%		57.6%

Exhibit A-7

**TOWN OF ADDISON
DETAIL OF RECOMMENDED FY2017-18 BUDGET AMENDMENTS**

General Fund additions to budgeted expenditures			General Fund reduction from budgeted expenditures			
						Allocation of Compensation Plan and Certification Pay to departments and to budget for an expense that was previously netted out of revenue for Fire collection expense.
TOTAL GENERAL FUND AMOUNT TO BE ADDED TO EXPENDITURES \$ 617,141			TOTAL GENERAL FUND AMOUNT TO BE REDUCED FROM EXPENDITURES \$ 617,141			
General Fund additions to budgeted expenditures:			General Fund additions to budgeted revenues:			
100-231-58850 Fire	MAJOR TOOLS & EQUIPMENT	\$ 81,294	100-000-48713	MISCELLANEOUS DONATIONS	\$ 81,294	Receipt of a local grant from the Metrocrest Hospital Authority for the Fire Department to purchase two cot loading systems, a chest compression system, and three laryngoscopes.
TOTAL GENERAL FUND EXPENSES: \$ 81,294			TOTAL GENERAL FUND REVENUES: \$ 81,294			
100-099-59132 TRANS TO SELF-FUNDED PROJECTS	Addison Athletic Club HVAC	\$ 95,000				
TOTAL GENERAL FUND TRANSFERS OUT: \$ 95,000						DECREASE TO FUND BALANCE = \$95,000
Hotel Fund additions to budgeted expenditures			Hotel Fund reduction from budgeted expenditures			
						Allocation of Compensation Plan and Certification Pay to departments
TOTAL HOTEL FUND TO BE ADDED TO EXPENDITURES \$ 53,687			TOTAL HOTEL FUND TO BE REDUCED FROM EXPENDITURES \$ 53,687			
Hotel Fund additions to budgeted expenditures:						
110-613-54910 Conf Centre	BUILDINGS	\$ 99,000				Conference Centre Fire Alarm
TOTAL HOTEL FUND ADDITION TO EXPENDITURES: \$ 99,000						DECREASE TO FUND BALANCE = \$99,000
Self-Funded Projects Fund additions to budgeted expenditures:			Self-Funded Projects Fund additions to budgeted revenues:			
450-531-58910 Recreation	BUILDINGS (Addison Athletic Club HVAC)	\$ 95,000	450-099-49111	Self Funded Projects TRANSFER FROM GENERAL FUND	\$ 95,000	To transfer funds from fund balance for Addison Athletic Club HVAC system.
TOTAL SELF FUNDED PROJECTS FUND ADDITIONS TO EXPENDITURES: \$ 95,000			TOTAL SELF FUNDED PROJECTS FUND ADDITIONS TO TRANSFERS IN: \$ 95,000			NO IMPACT TO FUND BALANCE = 0
Airport Fund additions to budgeted expenditures:			Airport Fund decreases to budgeted expenditures:			
C20001	Airport Capital Projects Customs Facility	\$ 572,663				A contract was awarded for design of the Addison Airport Customs facility in January which exceeds the FY2018 budget. Because of delays in federal airport improvement grants, budgeted grant matches are available.
C20002	Airport Capital Projects Alpha Taxiway Rejuvenation	\$ 6,460	C20006	Airport Capital Projects Bravo/Golf Taxiway Improvements	\$ 659,500	
C20016	Airport Capital Projects Facility Repair and Improvements	\$ 41,000				
TOTAL AIRPORT FUND ADDITION TO EXPENDITURES: \$ 620,123			TOTAL AIRPORT FUND DECREASE TO EXPENDITURES: \$ 659,500			INCREASE TO FUND BALANCE = \$39,377

**TOWN OF ADDISON
DETAIL OF RECOMMENDED FY2017-18 BUDGET AMENDMENTS**

Economic Development Fund additions to budgeted expenditures	Economic Development Fund reduction from budgeted expenditures	
		Allocation of Compensation Plan and Certification Pay to departments
TOTAL ECONOMIC DEVELOPMENT FUND TO BE ADDED TO EXPENDITURES \$ 10,656	TOTAL ECONOMIC DEVELOPMENT FUND TO BE REDUCED FROM EXPENDITURES \$ 10,656	
Stormwater Fund additions to budgeted expenditures	Stormwater Fund reduction from budgeted expenditures	
		Allocation of Compensation Plan and Certification Pay to departments
TOTAL STORMWATER FUND TO BE ADDED TO EXPENDITURES \$ 4,347	TOTAL STORMWATER FUND TO BE REDUCED FROM EXPENDITURES \$ 4,347	
Utility Fund additions to budgeted expenditures	Utility Fund reduction from budgeted expenditures	
		Allocation of Compensation Plan and Certification Pay to departments
TOTAL UTILITY FUND AMOUNT TO BE ADDED TO EXPENDITURES \$ 69,451	TOTAL UTILITY FUND AMOUNT TO BE REDUCED FROM EXPENDITURES \$ 69,451	



FY2018
Budget Amendment
Compensation Plan

Budget Amendment Process

- Regular amendments are an accepted practice
 - Represents active monitoring and management of fiscal affairs
 - Mitigates impact of changes in circumstances
 - Transparency



Budget Amendment Process

- Town's budget amendment policy:
 - Transfers between accounts in a department with approval of Chief Financial Officer (CFO)
 - Transfers between departments of less than 5% change with approval of City Manager
 - Transfers between funds or more than 5% change must be approved by City Council



FY2018 Amendment – General Fund

Revenues

- Other income = \$81,294

Expenditures

- Fire Department equipment = \$81,294
- Compensation Plan and Certification Pay increases = \$617,141
- Operations changes to fund Compensation Plan = (\$617,141)
- Transfer to Self-Funded Projects for AAC HVAC = \$95,000



FY2018 Compensation Plan – General Fund

Department	FY2018 Re-allocation
City Secretary	(\$20,000)
City Manager	\$-
Finance	\$2,999
General Services	\$-
Municipal Court	\$619
Human Resources	\$500
Information Technology	\$-
Combined Services (Certification pay funding)	(\$237,981)
Police	\$42,414
Fire	\$193,827
Development	\$6,440
Streets	\$3,000
Parks	\$4,182
Recreation	\$4,000

FY2018 Amendment – Hotel Fund

Revenues

- None

Expenditures

- Compensation Plan and Certification Pay increases = \$53,687
- Operations changes to fund Compensation Plan = (\$53,687)
- Conference Centre fire alarm installation = \$99,000



FY2017 Amendments – Airport Fund

Revenues

- None

Expenditures

- Customs Facility = \$572,663
- Alpha Taxiway Rejuvenation = \$6,460
- Facility Improvements = \$41,000
- Bravo/Golf Taxiway Improvements = (\$659,500)
 - Grant funding will not be available in FY2018



FY2018 Amendment – Economic Development Fund

Revenues

- None

Expenditures

- Compensation Plan and Certification Pay increases = \$10,656
- Operations changes to fund Compensation Plan = (\$10,656)



FY2018 Amendment – Stormwater Fund

Revenues

- None

Expenditures

- Compensation Plan and Certification Pay increases = \$4,347
- Operations changes to fund Compensation Plan = (\$4,347)



FY2018 Amendment – Utility Fund

Revenues

- None

Expenditures

- Compensation Plan and Certification Pay increases = \$69,451
- Operations changes to fund Compensation Plan = (\$69,451)



FY2018 Amendment – Self-Funded Project Fund

Revenues

- Transfer from General Fund = \$95,000

Expenditures

- Addison Athletic Center HVAC improvements = \$95,000



Questions?

