

RESOLUTION NO. R19-__

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE TOWN OF ADDISON AND FUGRO USA LAND, INC., FOR CONSTRUCTION MATERIALS TESTING ASSOCIATED WITH THE U.S. CUSTOMS AND BORDER PROTECTION AND ADDISON AIRPORT ADMINISTRATION OFFICE COMBINED FACILITY PROJECT IN AN AMOUNT NOT TO EXCEED \$58,264.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Agreement for Professional Engineering Services between the Town of Addison and Fugro USA Land, Inc., for construction materials testing associated with the U.S. Customs and Boarder Protection and Addison Airport Administration Office combined facility project in an amount not to exceed \$58,264.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 8th day of OCTOBER 2019.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A

**AGREEMENT
BETWEEN
THE TOWN OF ADDISON, TEXAS
AND
FUGRO USA LAND, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES**

Made as of the 30 day of SEPTEMBER in the year 2019,

BETWEEN the Town: The Town of Addison, Texas
5300 Beltline Rd.
Addison, Texas 75254
Telephone: (972) 450-7001

and the Consultant: Fugro USA Land, Inc.
2880 Virgo Lane
Dallas, Texas 75229
972-484-8301

for the following Project: Construction Materials Testing –
US Customs and Border Protection
Facility at Addison Airport

The Town and the Consultant agree as set forth below.

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

WHEREAS, the Town desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, construction materials testing services during construction of the US Customs and Border Protection facility at the Addison Airport; hereinafter referred to as "Project"; and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

**PROFESSIONAL SERVICES AGREEMENT
ADDISON/FUGRO LAND USA, INC. – PAGE 1**

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**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A**, which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in **Exhibit A**, in the form of written change orders, may be authorized from time to time by the Town. In the event of a conflict between the provisions of **Exhibit A** and the main agreement, the main agreement shall control.
- 1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" which have not been issued as a duly executed, written change order by the Addison City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written change order shall be preceded by the Addison Town Council's authorization for the Addison City Manager to execute said change order.
- 1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE ADDISON CITY MANAGER.** Project Managers, Superintendents, and/or Inspectors of the Town are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in **Exhibit A**.
- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this Agreement as set forth in **Exhibit A**.

**ARTICLE 2
THE TOWN'S RESPONSIBILITIES**

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

- 2.1 **Project Data** – The Town shall furnish required information that is currently has in its possession, as expeditiously as necessary for the orderly progress of the work,



and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.

- 2.2 **Town Project Manager** – The Town shall designate, when necessary, a representative authorized to act on the Town's behalf with respect to the Project (the "Project Manager"). The Town or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant's services. The Project Manager is not authorized to issue verbal or written change orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in Exhibit A, compensation for this Project shall be on a unit fee basis. The estimated cost of service is **Fifty-Eight Thousand, Two Hundred Sixty Four and 00/100 Dollars (\$58, 264.00)**, however, the final compensation will be based on the actual work performed as requested by the Town ("Consultant's Fee"). **The amount of zero percent (0%) of each invoice from Consultant shall be withheld and shall not be paid until the Consultant has completed all of the services described in Exhibit A and delivered to the Town all of the documents, plans, data, maps, and/or other information required in Exhibit A.**
- 3.1.1 **Completion of Project Close-out Drawing Documents** – Town and Consultant agree that the completion of the Project Close-out Drawings, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the Town prior to payment of the **Consultant's final invoice**. Production and delivery of all final documentation, in a form acceptable to the Town, shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.
- 3.1.2 **Disputes between Town and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the "Contractor") and the Town, and upon receipt of a written request by Town, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for the Town to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the Town, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the Town. Town and Consultant agree that if requested by the Town, completion of this task shall be included in



the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 Consultation and Approval by Governmental Authorities and Franchised Utilities – Intentionally Omitted

3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in **Exhibit A** and consistent with **Exhibit B**, Town of Addison Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any overpayment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said overpayment.

3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in **Exhibit A** of this Agreement. If authorized in writing by the Town, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph ("Additional Services"). These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**. Drafts or revisions required as the result of errors or omissions by the Consultant shall not be considered Additional Services, but shall fall within the Scope of Services.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.



- 3.3.6 Compensation for Additional Services** authorized by the Town shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to Town.
- 3.4 Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town on a monthly basis. On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon receipt of payment by Consultant. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the fourteenth (14th) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to Town, in accordance with Chapter

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2251, Subchapter "D" ("Remedy for Nonpayment") of the *Texas Government Code*. The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any material provision(s) herein.

- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant's services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant's compensation shall be equitably adjusted as approved by Town. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to suspension or abandonment, in addition to costs incurred or irrevocably committed for work in progress at the time of suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of the Town** – The Project is the property of the Town, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without Town's prior written consent. Town shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project and promptly furnish the same to the Town in an acceptable electronic format. All such reproductions shall be the property of the Town who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.

- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that Town is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant’s professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the Town and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

**ARTICLE 5
CONSULTANT’S INSURANCE REQUIREMENTS**

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



Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit C**, Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

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

**ARTICLE 6
CONSULTANT’S ACCOUNTING RECORDS**

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



ARTICLE 7
AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

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

The Consultant agrees that it is aware of the prohibited interest requirement, which is repeated on the Affidavit, attached hereto as **Exhibit D** and incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto as **Exhibit D**. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

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

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

ARTICLE 8
TERMINATION OF AGREEMENT / REMEDIES

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

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Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the Town in accordance with the provisions of this Agreement prior to termination, plus compensation for costs incurred or irrevocably committed for work in progress at the time of such termination.

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

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9 DISPUTE RESOLUTION / MEDIATION

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

ARTICLE 10 INDEMNITY

CONSULTANT SHALL HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS TOWN COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), TO THE PROPORTIONATE EXTENT CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF PROFESSIONAL SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE TOWN (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO

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SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THIS INDEMNIFICATION SHALL EXTEND TO THE PAYMENT OR REIMBURSEMENT OF THE TOWN'S REASONABLE ATTORNEY'S FEES AND ASSOCIATED COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

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

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

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

**Lisa Pyles, Director of Public Works and Engineering
16801 Westgrove Drive
Addison, TX 75001
972-450-2869 office**

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

**Donnie Ives, Regional CMET Director
Fugro USA Land, Inc.**

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**2880 Virgo Lane
Dallas, Tx 75229**

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

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

**ARTICLE 12
MISCELLANEOUS**

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled A through F, all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Town of Addison Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.3 **Exhibit C**, Town of Addison Contractor Insurance Requirements.

12.1.4 **Exhibit D**, Affidavit.

12.1.5 **Exhibit E**, Conflict of Interest Questionnaire, Form CIQ.

12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the Town as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third-party billing.

12.3 **Successors and Assigns** – Town and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees,

representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 12.5 **Venue** – This entire Agreement is performable in Dallas County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Dallas County, Texas, and this Agreement shall be construed under the laws of the State of Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.14 **No Third Party Beneficiaries** -- Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.15 **No Boycott Israel** -- Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

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

Effective Date: October 8, 2019

(SIGNATURES ON NEXT PAGES)

**PROFESSIONAL SERVICES AGREEMENT
ADDISON/FUGRO LAND USA, INC. – PAGE 14**



TOWN:
Town of Addison, Texas

By: _____
Wesley S. Pierson, City Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2019.

Notary Public In and For the State of Texas

Seal

PROFESSIONAL SERVICES AGREEMENT
ADDISON/FUGRO LAND USA, INC. – PAGE 15

CONSULTANT:
Fugro USA Land, Inc.

Denton A. Kort

By: Denton A. Kort
Title: General Manager

STATE OF TEXAS §
 §
COUNTY OF Travis §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Denton A. Kort, General Manager** of Fugro USA Land, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1ST day of October, 2019.

Lisa A. Thomas

Notary Public In and For the State of Texas



Seal

**EXHIBIT A
SCOPE OF SERVICES**



Fugro Dallas
2880 Virgo Lane
Dallas, TX 75229
Phone: (972) 484-8301

Date: September 24, 2019
Project No.: 04.4019.2101R3

Lisa A. Pyles
Director of Public Works & Engineering Services
Town of Addison
PO Box 9010
Addison, TX 75001
972-450-2878
lpyles@addisontx.gov

AGREEMENT FOR TECHNICAL SERVICES

Project: US Customs Facility at Addison Airport

Client and Fugro Dallas (Consultant), agree to the following assignment:

Project Description and Scope of Services

Fugro USA Land, Inc., is pleased to submit this construction materials testing proposal for the referenced project. We understand that the following materials testing services will be required: Earthwork testing (pad, utilities, paving), concrete testing (foundations, slab, sidewalks, pavement) and special inspections (fireproofing, waterproofing, structural steel & framing; wall panels, curtain panels, & air barriers)

Technical Approach and Execution of Conventional CMET Testing & Inspection Services

Services will be provided from Fugro's AASHTO accredited laboratory at 2880 Virgo Ln. Dallas, Texas which is approximately 9 miles from project site. Our Dallas laboratory meet the basic requirements of ASTM E 329, D3740, C1077, and AASHTO R18 and are authorized to operate in the State of Texas. Fugro's project team has a vast amount of recent aviation and federal services experience having recently completed major projects at DFW International Airport and Love Field among other airports.

Prior to service, our project manager and technician will familiarize themselves with the project scope, schedule, and specifications. It is anticipated that either the city or the contractor will schedule our services through our dedicated dispatch line at least 24 hours in advance.

On the day of service our dispatcher will assign appropriate personnel to the site based on task and commensurate level of training/certification using our Elm Tree software. The testing and inspection work will take place per project requirements. Our personnel will inform the responsible party on site of the results and any non-conformances, a log of deviations/non-conformances will be maintained and updated as they are addressed. Our personnel will submit the test report to our office electronically or by hand the report will be prepared, reviewed, signed and distributed as directed by client.

At project closeout, Fugro will review project information and provide an engineer sealed final letter of conformance.

**PROFESSIONAL SERVICES AGREEMENT
ADDISON/FUGRO LAND USA, INC. – PAGE 17**

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**EXHIBIT A
SCOPE OF SERVICES**



Fugro Dallas
2880 Virgo Lane
Dallas, TX 75229
Phone: (972) 484-8301

Understanding of Scope of Work

Conventional Construction Materials Testing (Items D-152, NCTCOG 301 & 303) will be performed in accordance with the project Construction Materials Testing Plan prepared by Garver dated April 2019. HMAC testing will be performed in accordance with applicable TXDOT and or AASTO criteria.

Drilled Concrete Piers will be inspected and tested per Project Specification Section 31 36 29 Part 3.5 "Field Quality Control".

Structural Testing and Inspection Services will be performed in accordance with Specification Section 014523. Steel and Metal Framing (and welded or bolted connections) will be inspected by AWS certified personnel per Project Specification Section 054000 Part 3.7 "Field Quality Control".

Inspection of installation of Building Envelope elements will be performed by qualified personnel in accordance with Specification Sections 071326, 071413, 072726, 074213 -19, and 084413.

Glazed Aluminum Curtain Walls will be tested and inspected per Project Specification Section 084413 Part 3.5 "Field Quality Control". Our understanding is that the mock-up will be constructed onsite by others (contractor). Test chamber, testing apparatus and personnel will be provided by Fugro and team.

Air Infiltration will be tested for air leakage of 1.5 times the rate specified for lab testing in the "Performance Requirements" portion of specification, but not more than 0.09 cfm/sq. ft. of fixed wall area in accordance with ASTM E783 at a minimum static-air-pressure differential of 1.57 lb./sq. ft. Three trials are specified and typical per standard however, based on size of project only one or two trials may be necessary.

Water Penetration will be tested per ASTM E1105 at a minimum uniform and cyclic static-air-pressure differential of 0.67 times the pressure specified in "Performance Requirements" portion of the specification, but not less than 6.24 lb./sq./ft. and shall not evidence water intrusion/penetration. Three trials are specified and typical per standard however, based on size of project only one or two trials may be necessary.

We estimate no more than six days being required to perform the water and air infiltration testing onsite if three trials are required. This task requires 10-14 days advance notice.

**PROFESSIONAL SERVICES AGREEMENT
ADDISON/FUGRO LAND USA, INC. – PAGE 18**

A handwritten signature in black ink, appearing to be "MK".

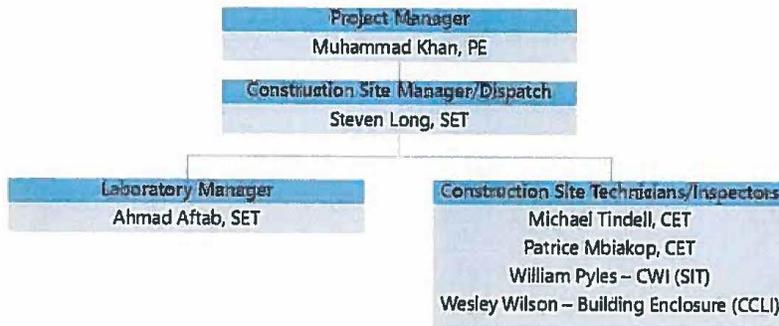
**EXHIBIT A
SCOPE OF SERVICES**



Fugro Dallas
2880 Virgo Lane
Dallas, TX 75229
Phone: (972) 484-8301

Proposed Project Team

Fugro Team
Addison Airport Custom Border Protection Facility



See attached resumes of key personnel.

Fees

As discussed, we are submitting a "Unit Fee" proposal for the services. We suggest a budget of approximately \$58,264.00. All services will be invoiced per the attached 2019 Unit Fee Schedule. A detailed breakdown of costs is attached. We understand you are requesting this proposal based on our qualifications and we are not in a competitive bidding process for this project, so as to conform to the Texas Engineering Act for procurement of engineering services for publicly funded projects, if services not included in this scope are requested or authorized, they will also be invoiced per the attached fee schedule.

EXHIBIT A
SCOPE OF SERVICES



Fugro Dallas
2880 Virgo Lane
Dallas, TX 75229
Phone: (972) 484-8301

Terms and Conditions

See attached Schedule 40.01 (Rev. Jan. 18)

Closing Remarks

We look forward to working with the Town of Addison on this project. Please countersign below and return to authorize work.

PROFESSIONAL SERVICES AGREEMENT
ADDISON/FUGRO LAND USA, INC. – PAGE 20

A handwritten signature in black ink, appearing to be "DRE".

**EXHIBIT A
SCOPE OF SERVICES**

Fugro USA Land, Inc.



ESTIMATED COST OF SERVICES

**CMET SERVICES PROPOSAL
ADDISON AIRPORT CUSTOM & BORDER PROTECTION FACILITY
ADDISON, TX**

Date: Sept. 24, 2019
Proposal No: 04.4019-2101 R3

<u>Description of Hourly Services</u>	<u>Quantity</u>	<u>Unit Fee</u>	<u>Unit</u>	<u>Total</u>
Earth Work/HMAC Monitoring and Testing				
Compaction Testing - pad, utilities, paving	120	\$ 50.00	hour	\$ 6,000.00
Special Inspections for Building Envelope				
Welded/Boiled Connections, Fire Proofing, Water proofing, Wall Panels, & Metal Framing)	80	\$ 75.00	hour	\$ 6,000.00
Building Envelope (construction observation/inspection)	32	\$ 125.00	hour	\$ 4,000.00
Engineering Sealed Final Conformance Letter				
Final Conformance Letter	1	\$ 500.00	each	\$ 500.00
Concrete Monitoring and Testing				
Foundations, Slab(s), Sidewalks, Paving	160	\$ 50.00	hour	\$ 8,000.00
subtotal				\$ 24,500.00
Soils, Concrete				
Moisture/Density Relationship, (ASTM D-698)	10	\$ 250.00	each	\$ 2,500.00
Moisture Content, (ASTM D-75)	106	\$ 16.50	each	\$ 1,749.00
Lime Series (Plasticity Method)	2	\$ 150.00	each	\$ 300.00
Atterberg Limits (ASTM D-4318)	10	\$ 70.00	each	\$ 700.00
Classifications of Soils (USCS)	10	\$ 15.00	each	\$ 150.00
Density of Soil In Place	106	\$ 17.50	each	\$ 1,855.00
Lime Series (Plasticity Method)	1	\$ 210.00	each	\$ 210.00
Compressive Strength, Concrete Test Cylinders	32	\$ 20.00	each	\$ 640.00
Concrete Workability Testing (Slump & Air)	32	\$ 50.00	each	\$ 1,600.00
HMAC Test Suite (AC, Gard: Lab & Road Density (Cores)	4	\$ 750.00	each	\$ 3,000.00
Curtain Wall PMU QC Tests Mock-up (ASTM E783, E1105)	6	\$ 3,250.00	days	\$ 19,500.00
Pavement Thickness (Concrete Core) **	32	\$ 17.50	each	\$ 560.00
subtotal				\$ 30,264.00
Equipment Charges				
Vehicle Charges	70	\$ 50.00	day	\$ 3,500.00
subtotal				\$ 3,500.00
Total Estimate				\$ 58,264.00

CBPF Building, airfield pavement, parking and access roads, site grading, utilities
 ** - coring by contractor - measurement by Fugro (if Fugro cores will be \$225/ea.)
 * - Curtain Wall QC - test chamber, testing personnel and apparatus by Fugro; assume 6 days for scope

**EXHIBIT A
SCOPE OF SERVICES**

Fugro
Dallas, Texas
Fee Schedule CMT-2019 Tier I



FEES FOR CONSTRUCTION MATERIALS TESTING SERVICES

1. Field Technicians	Regular Time⁽¹⁾	Overtime⁽²⁾
1.1. Technician (NICET Level I or equivalent)	\$ 50.00/hour	\$ 75.00/hour
1.2. Senior Technician (NICET Level II, TxDOT Level 1A/1B, Associate Welding Inspector, or equivalent)	\$ 60.00/hour	\$ 90.00/hour
1.3. Senior Supervising Technician (NICET Level III, TxDOT Level II, or equivalent)	\$ 95.00/hour	\$ 140.00/hour
1.4. Certified Welding Inspector	\$ 75.00/hour	\$ 112.00/hour
2. Field Testing and Equipment		Unit Rate
2.1. Transportation (Minimum \$0.60/mile)		\$.60/mi
2.2. Nuclear Density Tests (In addition to technician time)		\$ 17.50/test
2.3. Torque Wrench		\$ 22.00/day
2.4. Dye Penetrant & Magnetic Particle Supplies		Cost + 15%
2.5. Ultrasonic Testing Equipment		\$ 27.50/hour
2.6. Asphalt Coring Equipment		\$ 27.50/hour
2.7. Concrete Coring Equipment		\$ 27.50/hour
2.8. Concrete Core Bit Charges		+ bit charge
2.8.1 3 inch-diameter Core		\$ 3.30/inch
2.8.2 4 inch-diameter Core		\$ 4.40/inch
2.8.3 6 inch-diameter Core		\$ 6.60/inch
(Other sizes quoted upon request)		
2.9. Floor Flatness/Floor Levelness Equipment (ASTM E1155)		\$ 350.00/day
2.10. Air Content of Fresh Concrete (ASTM C173, C231)		\$ 20.00/each
2.11. Unit Weight of Fresh Concrete (ASTM C138)		\$ 44.00/each
2.12. Soil-Lime Field Gradation (TEX-101-E, Part III)		\$ 40.00/each
2.13. Center-Pull Ram, Gauge and Hand Pump (pull test)		\$ 55.00/test
3. Laboratory Testing - Soil		
3.1. Natural Moisture Content (TEX-103-E)		\$ 16.50/each
3.2. Atterberg Limits (TEX-104, 105, 106, 107-E)		\$ 70.00/each
3.3. Sieve Analysis (TEX-110-E)		\$ 70.00/each
3.4. Percent Passing No. 200 Sieve (TEX-111-E)		\$ 50.00/each
3.5. Combined Sieve Analysis (TEX-110, 110-E)		\$ 70.00/each
3.6. Moisture Density Relationship (ASTM D 698), (ASTM D 1557), (TEX-113-E), (TEX-114-E)		\$ 250.00/each
3.7. Texas Triaxial Compression Test on Base Material (TEX-117-E Part II)		\$1,350.00/set of 7
3.8. Wet Ball Mill (TEX-116-E)		\$ 185.00/each
3.9. Permeability of Silt or Clay (ASTM D 5084)		\$ 385.00/each
3.10. Sample Remolding		\$ 66.00/each
3.11. Sample Preparation (Soils with P.I. >25, or TEX-101-E)		\$ 66.00/sample
3.12. Soil pH (TEX-128-E)		\$ 66.00/each
3.13. Soil-Lime pH Series (6 points, TEX-121-E, Part III)		\$ 235.00/set
3.14. Soluble Sulfates (TEX-145-E)		\$ 95.00/each
3.15. Hydrometer (ASTM D422)		\$ 250.00/each
4. Laboratory Tests - Concrete and Cement		
4.1. Sodium Soundness of Aggregate (ASTM C88)		\$ 300.00/each
4.2. Aggregate Sieve Analysis (ASTM C136)		\$ 80.00/each

Page 1 of 2

**PROFESSIONAL SERVICES AGREEMENT
ADDISON/FUGRO LAND USA, INC. – PAGE 22**

**EXHIBIT A
SCOPE OF SERVICES**

Fugro
Dallas, Texas
Fee Schedule CMT-2019 Tier I



4.3.	Specific Gravity of Aggregate (ASTM C127, 128)	\$ 80.00/each
4.4.	Absorption of Aggregate (ASTM C127, 128)	\$ 80.00/each
4.5.	Unit Weight of Aggregate (ASTM C29)	\$ 80.00/each
4.6.	Concrete Cylinder Compressive Strength (ASTM C39)	\$ 20.00/each
4.7.	Beam Flexural Strength (ASTM C 78)	\$ 60.00/each
4.8.	Mortar Cube Compressive Strength (ASTM C780)	\$ 20.00/each
4.9.	Grout Specimen Compressive Strength (ASTM C1019)	\$ 50.00/each
4.10.	Concrete Masonry Unit Strength (ASTM C140)	\$ 90.00/each
4.11.	Concrete Masonry Unit Prism Strength (ASTM C1314)	\$ 250.00/each
4.12.	Drilled Core Compressive Strength (ASTM C42)	\$ 90.00/each
5.	Laboratory Testing - Asphalt and Roofing	
5.1.	Mix Design (Hveem or Marshall Method)	Quoted on Request
5.2.	Molding Test Specimens, 3 per set (TEX-206-F), Bulk Density (TEX-207-F), and Stability (TEX-208-F)	\$ 145.00/set
5.3.	Determine Maximum Theoretical Density (TEX-227-F)	\$ 90.00/each
5.4.	Asphalt Content & Gradation (TEX-236-F, 200-F), oven	\$ 250.00/each
5.5.	Asphalt Oven Correction Factors (TEX-236-F, 200-F), oven	\$1,250.00/each
5.5.	Asphalt Content and Gradation (ASTM D2172), extraction	\$ 450.00/each
5.6.	Bulk Specific Gravity of Asphalt Core (TEX-207-F)	\$ 50.00/each
5.7.	Roof Ballast Sieve Analysis	\$ 70.00/each
5.8.	Oven Dried Moisture Content of Roofing Materials	\$ 40.00/each
6.	Laboratory Testing - Structural Steel	
6.1.	Weld Procedure and Welder Qualification Testing Rates	Quoted on Request
6.2.	Laboratory Density of Field Cut Fireproofing	\$ 60.00/each
7.	Report Preparation	
	Test report preparation, review, and initial electronic distribution will be invoiced at a flat rate of 5% of total fees invoiced. Special requests for archived report retrieval, re-distribution, faxing, hard-copy mailing, and preparation of engineered reports and submittals will be invoiced at the following rates:	
7.1.	Word Processing	\$ 65.00/hour
7.2.	Drafting	\$ 85.00/hour
7.3.	Reproduction	Cost + 15%
7.4.	Postage and Overnight Service	Cost + 15%
8.	Engineering Consultation	
8.1.	Senior Consultant or Project Principal	\$ 200.00/hour
8.2.	Project Manager	\$ 175.00/hour
8.3.	Project Engineer, Laboratory Manager	\$ 150.00/hour
8.4.	Geologist	\$ 150.00/hour
8.5.	Graduate Professional	\$ 125.00/hour
9.	Outside Services	Cost + 15%
Notes: (1) Minimum call-out charge for CMT technician and equipment or sample pick-up is 2 hours. Minimum call-out charge for CWI technician is 4 hours. Charges are accrued portal to portal.		
(2) Overtime rates are applicable to time worked in excess of 8 hours per day, Monday through Friday; hours worked before 7:00 am and after 6:00 pm; and all hours worked on Saturdays, Sundays, and holidays.		

EXHIBIT B
TOWN OF ADDISON GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

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

II. **GUIDELINES FOR DIRECT EXPENSES**.

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

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by Town. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – Town shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by Town's Project Manager in writing.

C. **Commercial Reproduction** – Town shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to Town at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. Consultant shall provide such documentation to Town for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** - Consultant shall make arrangements with the Town for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town's reproduction log is required as a prerequisite for payment, including the number or reproductions, the



EXHIBIT B
TOWN OF ADDISON GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

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

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

- 1. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define



EXHIBIT B
TOWN OF ADDISON GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

to Town specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to Town what costs would be considered direct costs. Town shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. Town reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

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



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	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED to the extent of Consultant's obligations under this Agreement 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	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED to the extent of Consultant's obligations under this Agreement 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) shall be submitted to the Finance Department by email to: Wnewcomer@addisontx.gov. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. .
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 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: Fugro USA Land, Inc.

Printed Name: Denton A. Kort

Signature:  Date: 9/30/19

EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

THE STATE OF TEXAS §
 §
THE COUNTY OF DALLAS §

I, Denton A. Kort, a member of the Consultant team, make this affidavit and hereby on oath state the following:

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

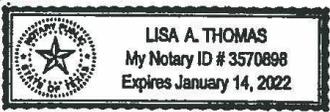
- Ownership of 10% or more of the voting shares of the business entity.
- Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- Funds received from the business entity exceed ten percent (10%) of my income for the previous year.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

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

Signed this 30th day of SEPT, 2017. 2019
[Signature] GEN. MGR
Signature of Official / Title

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

Sworn to and subscribed before me on this 1st day of October, 2017. 2019



Lisa A. Thomas
Notary Public in and for the State of Texas
My commission expires: 1-14-22