



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

**December 10, 2019**

**ADDISON TOWN HALL**

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

1. Call Meeting to Order

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

Section 551.074, Tex. Gov. Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to:

**• City Manager Evaluation**

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3. 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.

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**WORK SESSION**

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4. Present and Discuss the Potential Adoption of the Town's Building Codes Including the International Code Council 2018 Codes and the 2017 National Electrical Code.

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5. Present and Discuss an Update of the Addison Circle Special Area Study Presentation Made to The Urban Land Institute and Next Steps for the Implementation of the Transit-Oriented Development Adjacent to the Silver Line (Cotton Belt) Commuter Rail Project.

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## REGULAR MEETING

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### Pledge of Allegiance

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Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

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Public Comment.

The City Council invites citizens to address the City Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing starts. Citizen comments are limited to three (3) minutes, unless otherwise required by law. To address the Council, please fill out a City Council Appearance Card and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item 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.*

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6. Consider Action on the Minutes of the October 29, 2019 City Council Meeting.
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7. Consider Action on the November 12, 2019 City Council Meeting Minutes, November 18, 2019 Special Council Meeting Minutes, November 18, 2019 City Council Joint Meeting with Planning & Zoning Minutes , and the November 21, 2019 City Council Meeting Minutes.

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8. Consider Action on a Resolution Declaring an Emergency for Needed Replacement and Repairs on the Boiler at The Addison Athletic Club and Ratifying Actions to Replace the Boiler in an Amount Not to Exceed \$55,108.

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9. Consider Action on Change Order Number 3 to the Contract with Teague, Nall, and Perkins, Inc., for Midway Road Revitalization Design Project Adding 30 Days to the Design Contract Time and Increasing the Design Fee for Work Related to Additional Water and Wastewater Design, the Development of Temporary Construction Easements for Seventeen Parcels, and Conceptual Level Design of a Parking Lot Adjacent to 14951 Midway Road, and Authorizing the City Manager to Execute the Change Order in an Amount Not to Exceed \$73,000.

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10. Consider Action on a Resolution to Approve a Project Specific Agreement to the Master Agreement Governing Major Capital Improvement Program (MCIP) Between the Town of Addison and Dallas County , for Transportation Improvements on the Midway Road Revitalization MCIP Project 20301 Spring Valley Road to Keller Springs Road and Authorize the City Manager to Execute the Agreement for the Receipt of Grant Funding in an Amount Not to Exceed \$2,781,873.50.

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11. Consider Action on a Resolution to Approve an Agreement for Professional Engineering Services Between the Town of Addison and Kimley-Horn Associates Inc, for the Belt Line Road Signals Design Project and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$57,000.

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Regular Items

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12. Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance to Change the Zoning on Property Located at 5004 Addison Circle, Which Property Is Currently Zoned Urban Center, UC, by Approving a Special Use Permit for a Restaurant with the Sale of Alcoholic Beverages for On-Premises Consumption Only.** Case 1804-SUP/EI Rincon.

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13. Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance to Change the Zoning on Property Located at 5330 Belt Line Road, Which Property Is Currently Zoned PD, Planned Development, Through Ordinance 496, by Approving a Special Use Permit for a Restaurant with the Sale of Alcoholic Beverages for On-Premises Consumption Only, in Order to Allow an Expansion in Floor Area.** Case 1805-SUP/Chamberlain's.

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14. Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Changing the Zoning on Property Located at 17001 Addison Road, Which Property Is Currently Zoned Planned Development, PD, Through Ordinance O16-040, by Approving a Special Use Permit for a Temporary Portable School Building.** Case 1806-SUP/TCA Portable School Building.

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15. Present, Discuss and Consider Action on a **Resolution Recognizing Former City Manager Ron Whitehead and Former Director of Development Services Carmen Moran in Accordance with the Town's Naming and Recognition Policy.**

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16. Present, Discuss, and Consider Action on a **Resolution Appointing a Member to the Planning and Zoning Commission to Fill an Unexpired Term.**

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17. Present, Discuss, and Consider Action on a **Resolution Appointing a Member to the Board of Adjustment to Fill an Unexpired Term.**

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18. Present, Discuss, and Consider Action on a **Resolution to Approve the Agreement for Professional Engineering Services Between the Town of Addison and Jacobs Engineering Group, Inc., for the Design of the Improvements to Keller Springs Road and Airport Parkway and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$1,439,000.

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19. Present, Discuss, and Consider Action on a **Resolution Establishing the Town's Intent to Reimburse Prior Lawful Expenditures of Funds Relating to the Replacement of the Boiler at The Addison Athletic Club** in the Amount of \$55,108.

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20. Present and Discuss the **Operations and Financial Reconciliation for Addison Oktoberfest 2019.**

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Adjourn Meeting

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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.

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Posted: \_\_\_\_\_

Irma G. Parker, City Secretary

Date: Thursday, December 5, 2019

Time: 6:42 pm

**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.**

**Work Session and Regular Meeting**

**4.**

**Meeting Date:** 12/10/2019

**Department:** Development Services

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**AGENDA CAPTION:**

Present and Discuss **the Potential Adoption of the Town's Building Codes Including the International Code Council 2018 Codes and the 2017 National Electrical Code.**

**BACKGROUND:**

The Town regulates the construction, alteration, occupancy and maintenance of buildings through the adoption and enforcement of a series of codes. The Town currently operates under the 2012 International Code Council (ICC) Codes and the 2014 National Electrical Code. These codes regulate commercial and residential structures including elements pertaining to the fire protection, plumbing, mechanical and electrical elements of buildings. New versions of these codes are released every three years to account for issues that arise between code cycles, new construction methods and to clarify existing regulations. Staff is proposing that the Town adopt the 2018 ICC Codes and the 2017 National Electrical Code.

In anticipation of bringing forward new codes for adoption in January, Staff will present the attached presentation to provide an overview of building codes and the adoption process.

**RECOMMENDATION:**

Information only, no action required.

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**Attachments**

Presentation - Building Code Adoption Discussion

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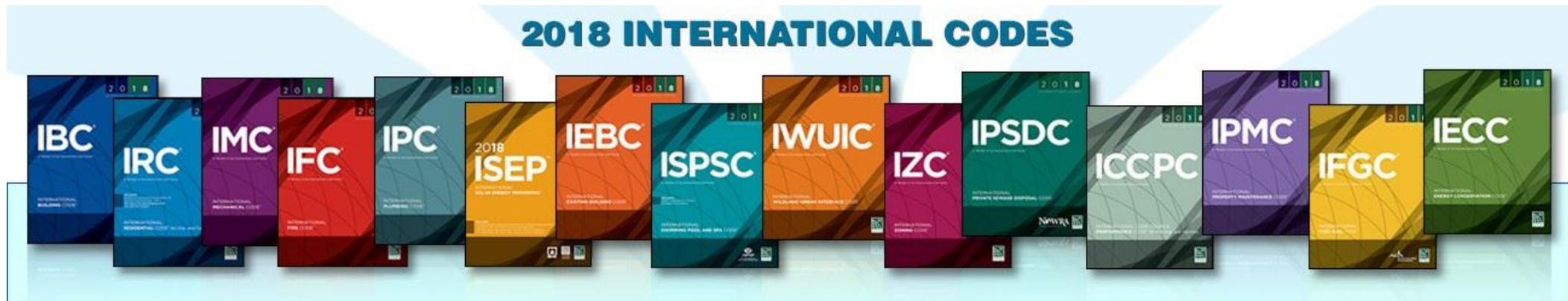
# Building Code Updates

December 10, 2019

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font. The text is centered within a white circle, which is set against a blue background. The blue background is part of a larger graphic on the right side of the slide, consisting of a blue triangle pointing downwards, with a white circle in the center. The top and bottom corners of the blue triangle are cut off by a diagonal white line, revealing a dark grey background.

# What are the Building Codes?

- Family of Codes developed by the International Code Council (ICC)
- Help ensure safe, sustainable, and resilient structures
- ICC Codes are the most widely accepted, comprehensive set of model codes used in the United States
- Used in all 50 states
- Commonly used in conjunction with the National Electrical Code



# Codes for Adoption

- 2018 International Building Code
- 2018 International Residential Code
- 2018 International Existing Building code
- 2018 International Fuel Gas Code
- 2018 International Energy Conservation Code
- 2018 International Solar Energy Provisions
- 2018 International Plumbing Code
- 2018 International Mechanical Code
- 2018 International Swimming Pool and Spa Code
- 2018 International Property Maintenance Code
- 2018 International Fire Code
- 2017 National Electrical Code

# Adoption Cycle

- ICC releases new codes every three years
- Addison adopted the 2012 ICC Codes and the 2014 National Electrical Code
- Staff did not bring forward 2015 ICC Codes for adoption
- 2018 ICC Codes and 2017 National Electrical Code released for adoption
- Best practice to adopt the most current codes and not to be more than one code cycle behind
  - Can effect ISO ratings for cities if they get behind
  - Can increase insurance rates

# Council Strategic Pillars and Milestones

- Pillar One
  - Entrepreneurship and Business Hub
- Milestone
  - Review Town Ordinances and regulations to modernize them and facilitate redevelopment
- Updated building codes are separate from the Unified Development Code process
  - UDC covers uses of property and type, location, bulk and appearance of structures on a property
  - Building codes regulate the technical aspects of construction to ensure they are built soundly and can be occupied safely

# Comparator Cities Survey

City	ICC Code Edition	National Electrical Code Edition
Addison (Current/Proposed)	2012/2018	2014/2017
Allen	2018	2017
Carrollton	2018	2017
Coppell	2015	2014
Dallas	2015	2017
Grapevine	2006	2005
Farmers Branch	2018	2017
Flower Mound	2018	2014
Frisco	2015	2014
Irving	2015	2014
Lewisville	2015 *	2014
McKinney	2015	2017
Plano	2018	2017
Richardson	2015 *	2014

\* Currently discussing adopting 2018 ICC Codes

# Local Amendments

- North Central Texas Council of Governments leads efforts to review new codes
- Suggests technical local amendments that municipalities should consider when adopting new codes
- Staff currently reviewing which, if any, local amendments are appropriate for Addison

# Next Steps

- Staff will bring back ordinances adopting these codes at January 14, 2020 Council Meeting
- At the same time, Staff will bring forward minor changes to reorganize the Town's Code of Ordinances related to building regulations
- New codes would become effective March 1, 2020

## **Work Session and Regular Meeting**

5.

**Meeting Date:** 12/10/2019

**Department:** Development Services

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### **AGENDA CAPTION:**

Present and Discuss **an Update of the Addison Circle Special Area Study Presentation Made to The Urban Land Institute and Next Steps for the Implementation of the Transit-Oriented Development Adjacent to the Silver Line (Cotton Belt) Commuter Rail Project.**

### **BACKGROUND:**

In February of 2019, the City Council formally adopted a vision and guiding principles for the properties adjacent to the Silver Line (Cotton Belt) Regional Rail Line. Following Council's adoption of the vision and guiding principles, Staff presented the vision to the Urban Land Institute at the organization's Fall Conference in Washington DC during a panel advisory session. At this session, a panel of ULI members and development experts provided feedback regarding the adopted vision. While mostly positive feedback was received, the panel did offer suggestions that the Town might consider before finalizing the vision and selecting a development partner. Locally, staff presented to the ULI Transit Oriented Development (TOD) Product Council, a group of local development professionals focused on TOD type development. This group shared similar feedback regarding the plan.

Staff will present an overview of the ULI discussion and request direction from Council regarding the vision. Additionally, staff will discuss next steps in the process for selecting a development partner.

### **RECOMMENDATION:**

Staff requests direction from Council.

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### **Attachments**

Presentation - Addison Circle Special Area Study Follow-up Discussion

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# Addison Circle Special Area Study Follow Up Discussion

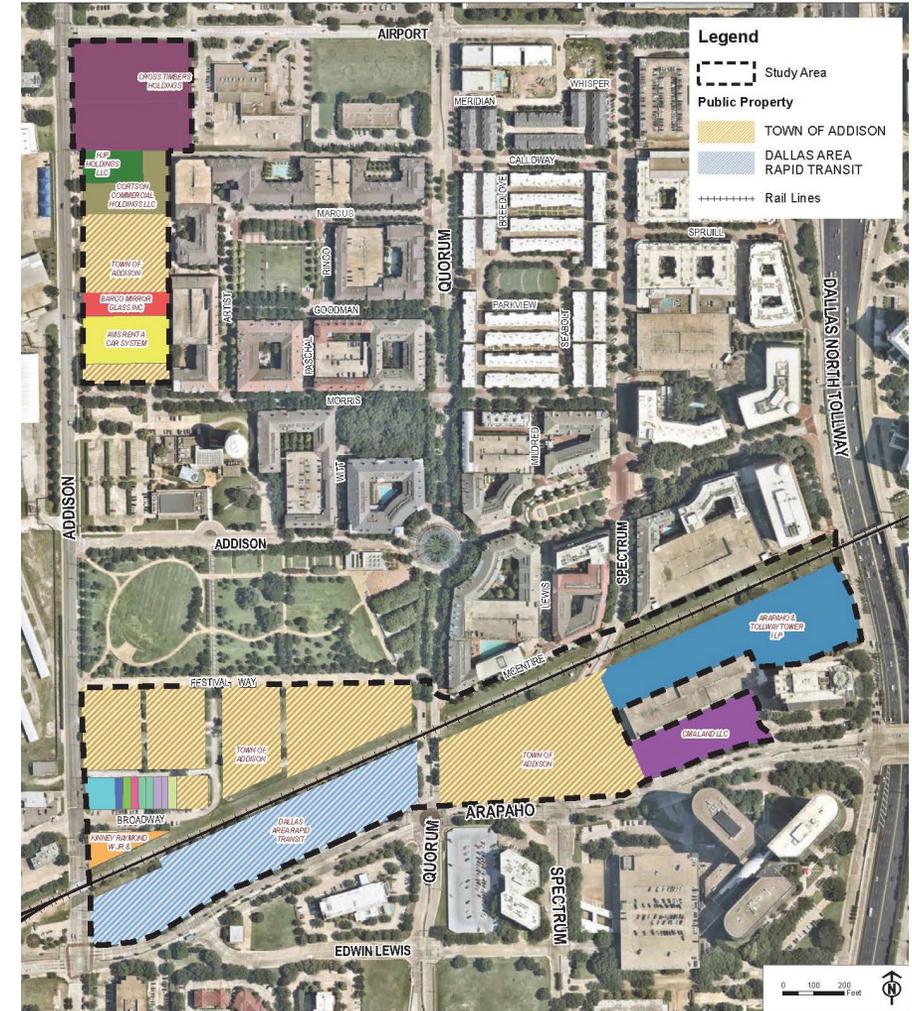
December 10, 2019

The logo consists of a white circle containing the word "ADDISON" in blue, uppercase, sans-serif font. The circle is set against a blue background that features a white diagonal line running from the top-left to the bottom-right, creating a triangular shape on the right side of the slide.

**ADDISON**

# Recap of Prior Discussion

- In November 2017, Council authorized Staff to work with consultant team to develop a vision for future development in two areas around Addison Circle
- Study included a variety of public input opportunities:
  - Stakeholder Interviews
  - 4 Special Project Committee Meetings
  - 2 Community Meetings
- Plan presented to Council for discussion on 8/14/18 & 11/13/18
- Vision formally adopted by Council on 2/20/19



# Vision and Guiding Principals

- Vision

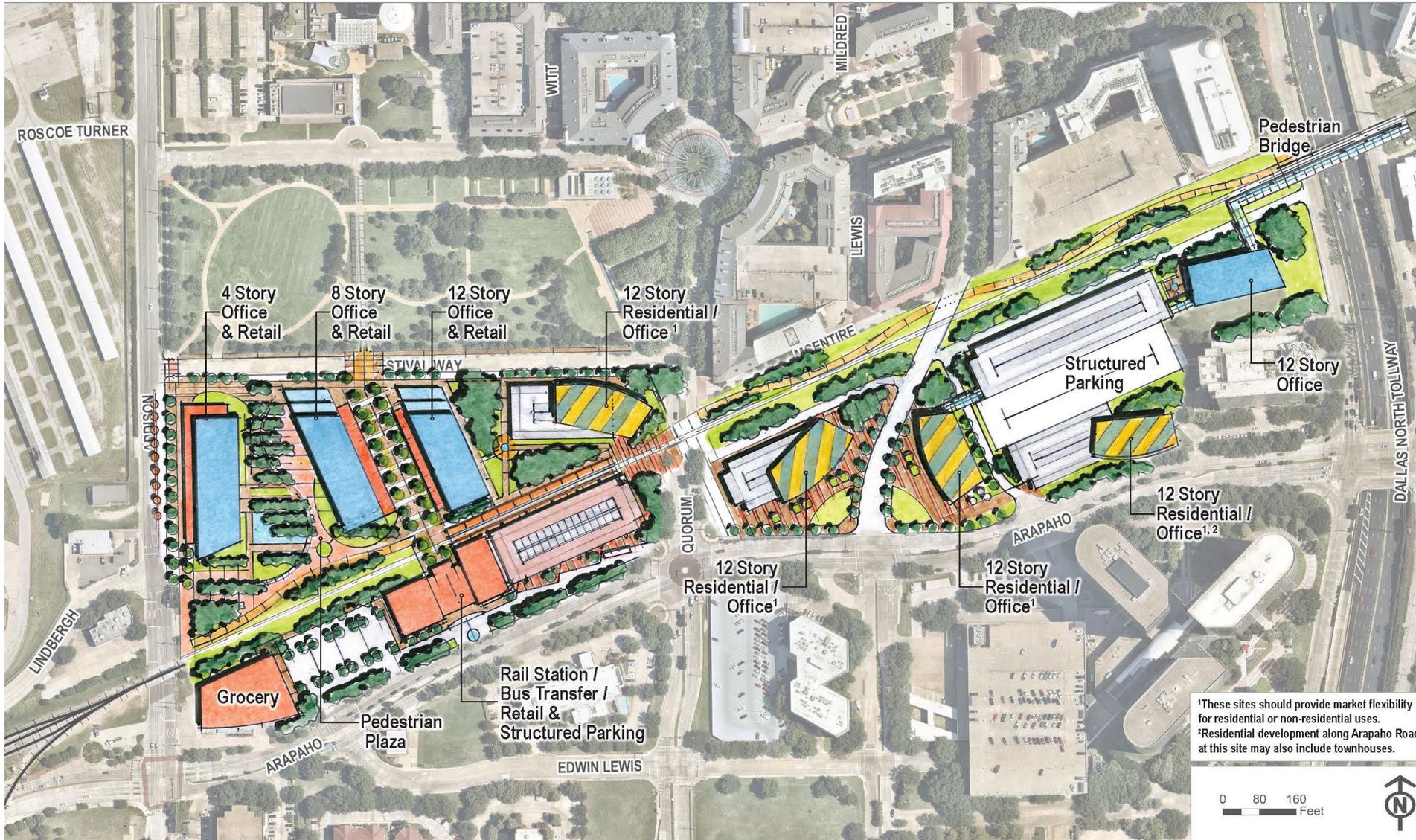
- Contribute to Addison's future by making Addison a major destination on the Cotton Belt, enhancing Addison Circle's reputation as a desirable place to live, work and play and strengthening the Town's tax base.

- Guiding Principles

1. Desired Character
2. Relationship to Addison Circle
3. Relationship to Addison Airport
4. Relationship to the Addison Cotton Belt Station
5. Economic Development
6. Tourism
7. Open Space and Design
8. Public Art
9. Gateways and Connectivity
10. Mobility for People
11. Automobile Use
12. Environment and Sustainability
13. Town Involvement and Investment

# Concept

ADDISON



- Staff took vision and presented it at the ULI Fall Conference
- Purpose:
  - Seek input from the development community regarding the vision prior to going to market
  - Increase exposure of the project with the development community
- Panel:
  - Rick Dishnica, President at the Dishnica Company, LLC
  - Dan Conway, President/Director of Marketing Economics at THK Associates
  - Alison Davis, Director of Strategic Planning at WMATA
  - David McCracken, Principal at Voda Management
  - Molly McKay, Principal at Willdan Financial & Economic Consulting Services
  - Ross Tilghman, President at Tilghman Group
  - Dan Anderton, Senior Associate at Dewberry

- Overall, positive about the plan and approach.
- Plan seems too suburban, consider truly urban design
- Most marketable opportunity is residential, consider leading with residential
- Vision is mixed-use, but uses seem segregated within plan, consider making different uses more proximate by including better horizontal and vertical mixed uses
- Success of space will require constant programming, consider how this would occur (public or private responsibility)
- Be clear with development partner upfront about responsibilities and what the Town will require

# Question for Council

- Based on this feedback, does Council desire to make any changes to the vision prior to seeking out a development partner?

- Real Estate Broker Selection
  - RFQ released
  - Staff will vet responses and make recommendation to Council
  - Selection by Council in February
- Developer Solicitation
  - Staff currently drafting RFQ document
  - Will get input from broker, once selected
  - Release in March 2020
- Developer Selection
  - Staff and Broker will vet responses
  - Council to consider late-spring/summer 2020

**Work Session and Regular Meeting**

**6.**

**Meeting Date:** 12/10/2019

**Department:** City Manager

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**AGENDA CAPTION:**

Consider Action on the Minutes of the October 29, 2019 City Council Meeting.

**BACKGROUND:**

At the November 12, 2019 City Council Meeting, Council Member Willesen requested that the Minutes for the October 29, 2019 City Council Meeting be tabled, in order for proposed changes to be included for Council consideration. The Minutes for the October 29, 2019 City Council Work Session and Regular Meeting, which include the proposed changes, have been prepared for consideration.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Minutes - October 29, 2019 Work Session and Regular Meeting

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**DRAFT**  
**OFFICIAL ACTIONS OF THE  
ADDISON CITY COUNCIL  
WORK SESSION & REGULAR MEETING**

October 29, 2019

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

6:00 p.m. Work Session

7:30 p.m. Regular Meeting

**Present:** Mayor Joe Chow; Mayor Pro Tempore Tom Braun; Deputy Mayor Pro Tempore Lori Ward; Council Member Ivan Hughes; Council Member Guillermo Quintanilla; Council Member Paul Walden; Council Member Marlin Willesen.

1. **Call Meeting to Order:** Mayor Chow called the meeting to order.

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**WORK SESSION**

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2. **Present and Discuss the Sam's Club and Surrounding Areas Special Area Study Findings and Recommendations Regarding Future Development of the Properties Within That Area of the Town Generally Bounded on the North by Belt Line Road, on the East by Midway Road, on the South by an Oncor Utility Easement Located Approximately 250 Feet North of Proton Drive, and on the West by the Addison Grove Development, and the Midway Meadows and Towne Lake Neighborhoods.**

**Presentation:** Charles Goff, Director of Development Services, presented this item. He provided background of the Special Area Study as it was presented to the Council in 2014 and 2015. He reviewed that there was an Advisory Committee appointed, public input was obtained, community meetings held, and two development concepts created. One focused on neighborhoods and the second focused more on commercial and employment.

At that time the Council only provided direction on the portion of the study area that was the former Sam's Club property. The vision of the other areas was never finalized. Mr. Goff reminded Council that there are approximately 50 acres of land in the study area that includes

11 separate properties. The current land uses include retail, restaurant, office and hotel. In 2015 the direction from Council was to encourage the developers to explore a mixed used development with a retail component that maximizes residential ownership.

Mr. Goff presented the two concepts considered by the Advisory Committee as well as the Preferred Development Concept. A summary of the community's responses, both in support and mixed, was provided. Mr. Goff also reviewed the feedback received from Council when they discussed the matter again in 2017.

Mr. Goff explained that a developer has approached staff with a proposal similar to the Preferred Development Concept and is requesting direction regarding the Town's vision for the area. Mr. Goff asked Council whether they would like to finalize the plans as presented, start a new study, or review the existing study for possible changes.

**COUNCIL COMMENTS:** Council members discussed the plans presented in detail, specifically regarding the proposed multi-family area and whether it should be a senior living facility; also zoning, buffers, and privacy. Council Member Willesen expressed that he is not in favor of multi-family. Council Member Hughes stated that more attention to detail should be considered by the Council and those details provided to the public for input prior to Council approval. Mayor Pro Tempore Braun stated that the most important factors for residents are views, noise, and traffic. Council Member Walden agreed with Mayor Pro Tempore Braun's statement however added that he is generally okay with the concept plan as it is.

Several options were discussed as to how to obtain public input on the development. City Manager Wes Pierson advised that the methods used for the recent Parks and Recreation Master Plan were successful and can be utilized for this project. There was general agreement among Council members that a new Advisory Committee be formed to review the existing study and determine whether any of the plan needs to be revised. Applications will be taken for the committee with appointments in January 2020.

**Commented [WP1]:** Council Member Willesen proposes to replace:

"review the existing study and determine whether any of the plan needs to be revised."

With:

"create a new study."

### **3. Present and Discuss Potential Regulations Regarding Semi-Truck Parking.**

**Presentation:** This item was presented by Management Analyst Miesha Johnson. She presented an overview of the Town's current semi-truck (over ¾ ton) parking regulations for residential and at Addison Town Center, and other regulations that apply to semi-truck parking in public places. Some Council members have received complaints about trucks parking for extended periods of time in some commercial areas. It was noted that the Target store recently posted "No Truck Parking" signs, that appear to have been effective. Ms. Johnson also provided information regarding truck parking regulations in Plano (4-hour limit except in industrial areas) and Frisco (no overnight semi-truck parking in large retail centers.) None of Addison's comparison cities prohibit semi-truck parking in commercial areas. Ms. Johnson asked the Council whether they would like regulations for semi-truck parking to be developed and if so, whether they would prefer no parking at all or as an alternative, just prohibit overnight parking.

**COUNCIL COMMENTS:** Several aspects of whether to allow semi-truck parking or not were expressed by the Council Members, including how such regulations would be enforced. While

some Council members felt strongly that new regulations were needed, others requested more data as to whether this matter is an issue that needs additional regulations. Mayor Chow summarized that more research needs to be done and then the Council will discuss it again.

**Commented [WP2]:** Council Member Willesen proposes to replace:

"Mayor Chow summarized that more research needs to be done and then the Council will discuss it again."

With:

"Mayor Pro Tem Braun suggested, to enforce the current ordinance at Addison Town Center, reach out to UDR about the parking lot and gather more research gained a clear consensus with the Council."

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## REGULAR MEETING

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### Pledge of Allegiance

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### Announcements and Acknowledgements regarding Town and Council Events and Activities

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### Discussion of Events/Meetings

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**Public Comment:** *The City Council invites citizens to address the City Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing starts. Citizen comments are limited to **three (3) minutes**, unless otherwise required by law. To address the Council, please fill out a **City Council Appearance Card** and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. The Council may choose to place the item on a future agenda.*

No residents or audience members requested to speak.

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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.*

Council Member Willesen requested that Agenda Item 6 be pulled for separate discussion, and Council Member Walden requested that Agenda Item 11 also be pulled for separate discussion.

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4. **Consider Action on the Minutes of the October 8, 2019 City Council Meeting**

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5. **Consider Action on a Resolution to Approve a Grant Funding Agreement Between the Town of Addison and Addison Arbor Foundation and Authorize the City Manager to Execute the Grant Funding Agreement in an Amount Not to Exceed \$65,000.**

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6. **Consider Action on a Resolution to Approve a Grant Funding Agreement Between the Town of Addison and Metrocrest Chamber of Commerce and**

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**Authorize the City Manager to Execute the Grant Funding Agreement in an Amount Not to Exceed \$35,000.**

(This item pulled from Consent Agenda by Council Member Willeesen for separate discussion.)

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7. **Consider Action on a Resolution to Approve a Grant Funding Agreement Between the Town of Addison and Metrocrest Services and Authorize the City Manager to Execute the Grant Funding Agreement in an Amount Not to Exceed \$66,120.**

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8. **Consider Action on a Resolution to Approve a Grant Funding Agreement Between the Town of Addison and The Family Place and Authorize the City Manager to Execute the Grant Funding Agreement in an Amount Not to Exceed \$2,500.**

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9. **Consider Action on a Resolution to Approve a Grant Funding Agreement with On Eagles Wings, Inc. d/b/a Woven Health Clinic and Authorize the City Manager to Execute the Grant Funding Agreement in an Amount Not to Exceed \$5,000.**

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10. **Consider Action on a Resolution Approving the Purchase of Upgraded Taser 7's and Authorizing the City Manager to Execute the Purchase Agreement in an Amount Not to Exceed \$128,885.90.**

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11. **Consider Action on a Resolution to Approve a Contract for Annual Tree Maintenance Services with Elite Tree Service and Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed \$152,000.**

(This item pulled from Consent Agenda by Council Member Walden for separate discussion.)

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12. **Consider Action on a Resolution Approving an Agreement Between the Town of Addison and Garver, LLC for Construction Management Services Related to the Construction of the Landside of the US Customs and Border Protection and Airport Administration Office Combined Facility, and Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed \$98,573.**

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13. **Consider Action on a Resolution Approving an Agreement Between the Town of Addison and Garver, LLC for Construction Management Services Related to the Construction of the Airside Improvements of the US Customs and Border Protection and Airport Administration Office Combined Facility, and Authorizing the City Manager to Execute the Agreement in an Amount Not to**

Exceed \$86,300.

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14. **Consider Action on a Resolution Approving an Aviation Bulk Fuel Dispensing License Agreement Between the Town of Addison and Eagle Land & Cattle Co. at Addison Airport and Authorizing the City Manager to Execute the New Fuel Farm License Agreement.**
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15. **Consider Action on a Resolution Approving the Second Renewal of the Master Services Agreement for Professional Engineering Services with Cobb, Fendley & Associates, Inc., Related to the Civil Engineering Review of Private Development Plans for Public Infrastructure, and Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed \$75,000.**

Mayor Chow called for a motion to approve the Consent Agenda.

**MOTION:** Deputy Mayor Pro Tempore Ward moved to approve Consent Agenda Item Numbers 4, 5, 7, 8, 9, 10, 12, 13, 14, and 15. Council Member Hughes seconded the motion. Motion carried unanimously.

**Regarding Consent Agenda Item Number 6:** Council Member Willesen questioned why there are no itemized amounts stated for each category listed in the grant funding agreement, like has been done in other agreements such as the service agreement with the World Affairs Council. There was a discussion between Council members and the Town's Attorney Brenda McDonald, on the distinction between a service agreement that is paid quarterly based on its activities and reporting, and a grant funding agreement that is paid fifty percent at a time twice a year and reported on to the Town quarterly. It was stated that the way these types of agreements are drafted can be discussed at a future meeting. City Manager Pierson advised he will have the matter on an agenda during the first quarter of calendar year 2020.

Council Member Willesen advised that he will vote no on this item due to the way it is drafted, but that his no vote is not against the Metrocrest Chamber of Commerce.

**MOTION:** Deputy Mayor Pro Tempore Ward moved to approve Consent Agenda Item Number 6 as presented. Council Member Hughes seconded the motion. Motion carried with Council Member Willesen voting against.

**Regarding Consent Agenda Item Number 11:** Council Member Walden asked whether this contract has any impact on the pruning that Oncor does in their utility easements. Janna Tidwell, Director of Parks and Recreation, answered this question stating that Oncor does their own pruning in order to protect their overhead power lines that the Town does not control Oncor's pruning. Ms. Tidwell also provided a breakdown of the components of the agreement as they pertain to various locations. She noted that the Town's ordinance covers tree maintenance on commercial private property and that it requires a permit.

**Commented [WP3]:** Council Member Willesen proposes to replace:

"like has been done in other agreements such as the service agreement with the World Affairs Council."

With:

"as they are in the current Town of Addison / Metrocrest Chamber of Commerce Service Agreement."

**MOTION:** Council Member Walden moved to approve Consent Agenda Item Number 11. Mayor Pro Tempore Braun seconded the motion. Motion carried unanimously

- Resolution No. R19- 83- Grant Funding Agreement - Addison Arbor Foundation**
- Resolution No. R19- 84- Grant Funding Agreement - Metrocrest Chamber of Commerce**
- Resolution No. R19- 85- Grant Funding Agreement - Metrocrest Services**
- Resolution No. R19- 86- Grant Funding Agreement - The Family Place**
- Resolution No. R19- 87- Grant Funding Agreement - Woven Health Clinic**
- Resolution No. R19- 88- Purchase of Upgraded Taser 7's**
- Resolution No. R19- 89- Elite Tree Service Contract**
- Resolution No. R19- 90- Airport Construction Management Services - Landside**
- Resolution No. R19- 91- Airport Construction Management Services - Airside**
- Resolution No. R19- 92- Fuel Farm License Agreement**
- Resolution No. R19- 93- Master Services Agreement with Cobb Fendley**

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### Regular Items

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16. **Present, Discuss, and Consider Action on an Ordinance Granting a Meritorious Exception to Section 62-208 of Chapter 62 of the Code of Ordinances to Allow a 60 Square Foot Temporary Real Estate Sign, on the Property Located at 4150 Belt Line Road, 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 Violation Occurs or Continues.**

Olga Chernomorets, Planning and Development Manager, presented this item. She explained that the developer for the townhomes at this location has requested temporary signage that exceeds the allowable sign face square footage. She reviewed that the Code of Ordinances, Chapter 62, Section 62-208 regulates this type of sign by restricting the number, location and size which is specifically 36 square feet on the face of the sign. The applicant is requesting a 60 square foot sign on Lot 4 of Block A on the Oak Street side in order to increase visibility. Ms. Chernomorets advised that after a meritorious exception has been given, the applicant would have to reapply every 12 months to continue keeping the temporary sign. Condition of the sign would be considered at that time however, any deterioration prior to that would be addressed by the Code Enforcement department. The developer spoke briefly and advised that the project should be complete in a year and a half, and a model should be open by the end of this year.

**MOTION:** Mayor Pro Tempore Braun moved to approve Item 16 as presented. Council Member Hughes seconded the motion. Motion carried unanimously.

### **Ordinance No. O19- 16**

17. **Present, Discuss, and Consider Action on a Resolution Appointing Four Members to Serve on the Planning & Zoning Commission for Two-Year Terms Commencing January 1, 2020 and Providing an Effective Date.**

City Secretary Irma Parker reviewed which places on the Planning and Zoning Commission have terms expiring December 31, 2019 and the Council members who can nominate each of those positions. A list of applicants was provided to the Council.

Council Nominations:

Mayor Pro Tempore Braun- would like to reappoint Robert Catalani to Place 4  
Deputy Mayor Pro Tempore Ward- would like to reappoint Eileen Resnik to Place 5  
Council Member Hughes- would like to reappoint Tom Souers to Place 7

Mayor Chow stated that Jerry Dougan (Place 6) notified him that he will be moving out of Addison during the next year. He thanked Mr. Dougan for his service. Mayor Chow then stated he would like to appoint Chris DeFrancisco to serve in Place 6.

**MOTION:** Council Member Walden moved to approve the nominations. Mayor Pro Tempore Braun seconded the motion. Motion carried unanimously.

**MOTION:** Council Member Hughes moved to approve the resolution. Mayor Pro Tempore Braun seconded the motion. Motion carried unanimously.

**Resolution No. R19- 94**

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18. **Present, Discuss, and Consider Action on a Resolution Appointing Four Members to Serve on the Board of Zoning Adjustment for Two-Year Terms Commencing January 1, 2020 and Providing an Effective Date.**

City Secretary Parker reviewed which places on the Board of Zoning Adjustment have terms expiring December 31, 2019 and the Council Members who can nominate each of those positions. A list of applicants was provided to the Council.

Council Nominations:

Mayor Pro Tempore Braun- would like to reappoint E.J. Copeland to Place 4  
Deputy Mayor Pro Tempore Ward- would like to reappoint Jeanne Dunlap to Place 5  
Council Member Hughes- would like to appoint J.T. McPherson to Place 7  
Mayor Chow- would like to reappoint Gary Krupkin to Place 6

**MOTION:** Deputy Mayor Pro Tempore Ward moved to approve the resolution appointing the previously stated nominations. Mayor Pro Tempore Braun seconded the motion. Motion carried unanimously.

**Resolution No. R19- 95**

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19. **Present, Discuss, and Consider Action on a Resolution Appointing Fourteen Members to the Charter Review Commission Pursuant to Home Rule Charter Section 11:29 and Establishing Certain Procedural Matters Regarding the Commission and Other Matters Related to the Commission.**

**Commented [WP4]:** Council Member Willeesen proposes to add:  
  
"Council Member Willeesen asked if Mr. Chris DeFrancisco could serve as a Planning & Zoning Commissioner and as a member of the Board of Zoning Adjustment at the same time. The City Attorney stated she would have to look into this and provide a determination."

City Secretary Parker advised the Council that the Home Rule Charter requires a review by a Charter Commission at least every ten years to make recommendations for possible changes. Recommended changes would be presented for a vote during the May 2020 election. Applications were received and Council was provided with a list of applicants. Mayor Chow asked each Council member to select two people from the list for appointment.

Council Nominations:

Mayor Chow- Margie Gunther and Nancy Williams  
Mayor Pro Tempore Braun- Nancy Craig and Kent Dominique  
Deputy Mayor Pro Tempore Ward- David Collins and Kim Boyle  
Council Member Hughes- Bruce Arfsten and Jimmy Niemann  
Council Member Quintanilla- Jim Duffy and Liz Oliphant  
Council Member Walden- Ron Whitehead and Susan Halpern  
Council Member Willesen- Mary Ann Mayer Redmond and J.T. McPherson

Council Member Willesen encouraged Town residents to attend the committee meetings in order to learn more about the Town's Charter.

**MOTION:** Council Member Hughes moved to approve the resolution appointing the previously stated nominations. Motion was seconded by Council Member Walden. Motion Carried unanimously.

**Resolution No. R19- 96**

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20. **Present, Discuss, and Consider Action on a Resolution Creating and Appointing Members to the Addison Census Complete Count Committee for the 2020 Decennial Census; Specifying Power and Duties of the Committee and Designating Staff Liaisons; Providing for Automatic Termination of the Committee; Providing for Service Without Compensation and Providing an Effective Date.**

City Secretary Parker reviewed that at a Council meeting in September Planning and Development Manager Olga Chernomoretz presented information from the United States Census Bureau regarding the 2020 Census. The Census Bureau has requested local governments help educate and motivate residents to participate in the Census by establishing a Complete Count Committee. Addison is also working with Dallas County in these efforts. There was a brief discussion regarding waiting until another meeting to make appointments however Mr. Goff advised the Council that due to timing of the available training for Complete Count Committees, the individuals need to be appointed now. A map showing applicant addresses was provided to the Council

Twenty-three applications were received. There is not a specific number of people for the Committee so after discussion, the Mayor advised Council may each appoint three individuals. Council Member Willesen advised that he has three people who have not yet submitted applications that he would like to appoint. (Applications will be forthcoming.) He also asked if

non-residents could be appointed, such as those who are involved with local businesses. It was determined that residency is not a requirement.

**Council Nominations:**

Mayor Chow- Darren Gardner, David Collins, and Jeanne Dunlap  
Mayor Pro Tempore Braun- Brandon Bowers, Chris Carter, and Juli Branson,  
Deputy Mayor Pro Tempore Ward- Adam Gordon, Susan Milholland, and Suzann “Suzie” Oliver  
Council Member Hughes- Fran Powell, Nancy Craig, and Tom Hansen  
Council Member Quintanilla- Colleen Campbell, Eugene Kelly, and Lorrie Semler  
Council Member Walden- Deirdre Moore, Mark Alan Wolfe, and Megan Bedera  
Council Member Willesen- Ben Paquette, Jessica Zazzara, and Dotti Singhal

**MOTION:** Council Member Quintanilla moved to the resolution including the previously stated 21 nominations. Motion was seconded by Council Member Willesen. Motion passed unanimously.

**Resolution No. R19- 97**

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**Adjourn Meeting**

There being no further business to come before the Council, Mayor Chow adjourned the meeting.

**TOWN OF ADDISON, TEXAS**

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Joe Chow, Mayor

**ATTEST:**

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Irma G. Parker, City Secretary

**Work Session and Regular Meeting**

7.

**Meeting Date:** 12/10/2019

**Department:** City Manager

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**AGENDA CAPTION:**

Consider Action on the November 12, 2019 City Council Meeting Minutes, November 18, 2019 Special Council Meeting Minutes, November 18, 2019 City Council Joint Meeting with Planning & Zoning Minutes , and the November 21, 2019 City Council Meeting Minutes.

**BACKGROUND:**

The following Minutes the have been prepared for consideration:

- November 12, 2019 Work Session and Regular Meeting
- November 18, 2019 Special Meeting
- November 18, 2019 Special Joint Meeting with Planning & Zoning
- November 21, 2019 Work Session and Regular Meeting

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Minutes - November 12, 2019 Work Session and Regular Council Meeting

Minutes - November 18, 2019 Special Meeting

Minutes - November 18, 2019 Special Joint Meeting with Planning and Zoning

Minutes - November 21, 2019 Work Session and Regular Council Meeting

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**DRAFT**  
**OFFICIAL ACTIONS OF THE**  
**ADDISON CITY COUNCIL**  
**WORK SESSION & REGULAR SESSION**

**November 12, 2019**

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

**5:45 p.m. Executive Session & Work Session**

**7:30 p.m. Regular Meeting**

**Present:** Mayor Joe Chow; Mayor Pro Tempore Tom Braun; Deputy Mayor Pro Tempore Lori Ward; Council Member Ivan Hughes; Council Member Guillermo Quintanilla; Council Member Paul Walden; Council Member Marlin Willesen.

1. **Call Meeting to Order:** Mayor Chow called the meeting to order.
2. **Closed (Executive) Session** of the Addison City Council pursuant to: Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects: Project House
3. **Reconvene Regular Session:**  
In accordance with Texas Government Code, Chapter 551, the City Council reconvened into Open Session to consider action, if any, on matters discussed in Executive Session. No action was taken regarding the Executive Session item.

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**WORK SESSION**

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4. **Present and Discuss a Status Update on the Midway Road Reconstruction Project, the Process to Procure Contractor Services, Including the Possibility of Using DART's Construction Contractor, and the Project Timeline.**

**Presentation:** Lisa Pyles, Director of Public Works and Engineering, presented this item. She

provided a status update of the Midway Road Reconstruction Project that includes project design, property acquisition activities, the evaluation and selection of a general contractor for the project, and the updated project timeline. She also reviewed the scope of the project, adding the total project cost estimate is \$41 million. The final design is expected on or before November 25, 2019. Reconstruction of Midway Road is expected to take three years to complete.

Ms. Pyles advised that given the extremely active construction market, Town Staff has been evaluating options to identify and select a qualified contractor and realize potential project cost savings. In addition to the traditional bidding process, Town Staff has been in discussions with DART staff about the possibility of using Archer Western Herzog (AWH), DART's contractor who is designing and building the Silver Line Rail Project, as the construction contractor for the reconstruction of Midway Road. She reviewed several advantages of using DART's contractor. Ms. Pyles reviewed the next steps needed to determine a decision as to whether to use AWH, or if the Town should advertise for bids using the traditional method.

**COUNCIL COMMENTS:** Council asked questions about the differences between the traditional bidding process and the conceptual proposal of entering into an Interlocal Agreement with DART to use their competitively bid contractor and pricing. The discussion about the differences included pros, cons, and risks associated with both options. Council also inquired about the status of property acquisition activities, the project's traffic control plan, the timeline for starting the project, and Staff's plan for project management. City Manager Pierson reminded the Council that the Midway Road Reconstruction Project will last three years and likely be very disruptive.

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## REGULAR MEETING

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### Pledge of Allegiance

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### Announcements and Acknowledgements regarding Town and Council Events and Activities

### Discussion of Events/Meetings

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5. **Public Comment:** *The City Council invites citizens to address the City Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing starts. Citizen comments are limited to **three (3) minutes**, unless otherwise required by law. To address the Council, please fill out a **City Council Appearance Card** and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. The Council may choose to place the item on a future agenda.*

Ali Alirezaieyan, a Public Administration student at the University of Texas at Dallas, explained to the Council that as part of an assignment he is required to attend a council meeting and address that council. He made positive remarks about the Town of Addison, and specifically spoke about the Silver Line and how it will positively impact his neighborhood.

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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.*

Council Member Willesen requested that Agenda Item 6 be pulled for separate discussion.

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6. **Consider Action on the Minutes of the October 29, 2019 City Council Meeting**

(This item pulled from Consent Agenda by Council Member Willesen for separate discussion.)

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7. **Consider Action on a Resolution to Approve a Cityworks License and Maintenance Agreement Between the Town of Addison and Azteca Systems, LLC, for the Use of the Cityworks Software and Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed \$90,000.**

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8. **Consider Action on a Resolution to Approve the Agreement between the Town of Addison and SHI Government Solutions, Inc., for Services Related to the Implementation of the Cityworks Software and Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed \$94,329.90.**

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9. **Consider Action on a Resolution to Approve a Grant Funding Agreement Between the Town of Addison and Dallas Cat Lady and Authorize the City Manager to Execute the Grant Funding Agreement in an Amount Not to Exceed \$5,000.**

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10. **Consider Action on a Resolution to Approve a Grant Funding Agreement Between the Town of Addison and Dallas County Mental Health & Retardation d/b/a Metrocare Services and Authorize the City Manager to Execute the Grant Funding Agreement in an Amount Not to Exceed \$5,000.**

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11. **Consider Action on a Resolution to Approve a Master Agreement for Professional Services with Garver, LLC for Addison Airport On-Call Engineering Services for the 2020 Fiscal Year and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$137,000.**

Mayor Chow called for a motion to approve the Consent Agenda Items 7-11.

**MOTION:** Deputy Mayor Pro Tempore Ward moved to approve Consent Agenda Item Numbers 7, 8, 9, 10, and 11. Council Member Hughes seconded the motion. Motion carried unanimously.

**Regarding Consent Agenda Item Number 6:** Council Member Willesen advised that he has some suggested edits to the October 29<sup>th</sup> minutes and stated he would like this item tabled.

**MOTION:** Council Member Willesen moved to table this item. Council Member Hughes seconded the motion. Motion carried unanimously.

**Resolution No. R19-098 (#7) Cityworks License Agreement, Azteca Systems, LLC**  
**Resolution No. R19-099 (#8) Software Agreement with SHI Government Solutions, Inc.**  
**Resolution No. R19-100 (#9) Grant Funding Agreement - Dallas Cat Lady**  
**Resolution No. R19-101 (#10) Grant Funding Agreement - Metrocare Services**  
**Resolution No. R19-102 (#11) Master Agreement for Professional Services with Garver, LLC**

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## Regular Items

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12. **Present, Discuss, and Consider Action on a Resolution Canvassing and Declaring the Results of a Special Bond Election Held in the Town of Addison, Texas, on November 5, 2019.**

City Manager Wes Pierson advised that the official results for the Bond Election are not available yet from Dallas County Elections and requested Council table this item to a special called meeting on November 18, 2019.

**MOTION:** Mayor Pro Tempore Braun moved to table this item. Deputy Mayor Pro Tempore Ward seconded the motion. Motion carried unanimously.

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### Adjourn Meeting

There being no further business to come before the Council, Mayor Chow adjourned the meeting.

**TOWN OF ADDISON, TEXAS**

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Joe Chow, Mayor

**ATTEST:**

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Irma G. Parker, City Secretary

**DRAFT**  
**OFFICIAL ACTIONS OF THE  
ADDISON CITY COUNCIL  
SPECIAL MEETING**

**Monday, November 18, 2019 @ 5:45 p.m.  
Addison Conference & Theatre Centre  
Buckthorn & Sycamore Rooms  
15650 Addison Road, Addison, TX  
75001**

**Present:** Mayor Joe Chow; Mayor Pro Tempore Tom Braun; Deputy Mayor Pro Tempore Lori Ward; Council Member Ivan Hughes; Council Member Guillermo Quintanilla; Council Member Paul Walden; Council Member Marlin Willesen

1. **Call Meeting to Order:** Mayor Chow called the meeting to order.

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**SPECIAL MEETING**

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**Pledge of Allegiance**

***Public Comment:** The City Council invites citizens to address the City Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing starts. Citizen comments are limited to three (3) minutes, unless otherwise required by law. To address the Council, please fill out a City Council Appearance Card and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. The Council may choose to place the item on a future agenda.*

No residents or audience members requested to speak.

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2. **Present, Discuss, and Consider Action on a Resolution Canvassing and Declaring the Results of a Special Bond Election Held in the Town of Addison, Texas on November 5, 2019.**

City Secretary Irma Parker advised the Council that a Special Election was held on Tuesday, November 5, 2019 for the purpose of submitting to the voters of the Town of Addison five propositions. The purpose of this agenda item is to canvass the election returns and declare the election results. This item had been previously submitted to the City Council at the November 12, 2019 Council meeting however, a complete report was not received from the Dallas County Elections Department at meeting time, so the item was tabled.

Ms. Parker noted that the Resolution includes totals for and against each proposition. All propositions were approved by the voters. She added that there were a total of 1,234 ballots cast by 12.58 percent of the registered voters.

**MOTION:** Mayor Pro Tempore Braun moved to approve the election results as presented. Deputy Mayor Pro Tempore Ward seconded the motion. Motion carried unanimously.

**Resolution No. R19-103- Canvassing Results of a Special Bond Election**

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**Adjourn Meeting**

There being no further business to come before the Council, Mayor Chow adjourned the meeting.

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**TOWN OF ADDISON, TEXAS**

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Joe Chow, Mayor

**ATTEST:**

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Irma G. Parker, City Secretary

**DRAFT**  
**OFFICIAL ACTIONS OF THE  
ADDISON CITY COUNCIL  
PLANNING & ZONING COMMISSION  
SPECIAL JOINT MEETING**

**Monday, November 18, 2019 @ 6:00 p.m.  
Addison Conference & Theatre Centre  
Buckthorn & Sycamore Rooms  
15650 Addison Road, Addison, TX 75001**

**Council Members Present:**

Mayor Joe Chow; Mayor Pro Tempore Tom Braun; Deputy Mayor Pro Tempore Lori Ward; Council Member Ivan Hughes; Council Member Guillermo Quintanilla; Council Member Paul Walden; Council Member Marlin Willesen

**Planning and Zoning Commission Members Present:**

Chair Kathryn Wheeler; Robert Catalani; John Meleky, Eileen Resnik, Tom Souers  
Member Jerry Dougan was absent.

1. **Call Meeting to Order:**

Mayor Chow called the Council meeting to order.

Planning & Zoning Chair Kathryn Wheeler called the Planning & Zoning Commission meeting to order.

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**JOINT WORK SESSION**

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2. **Present and Discuss the Development Code Review Process and Solicit Feedback on Proposed Zoning Districts and Land Uses Allowed in Each District in the Draft Unified Development Code.**

**Presentation:** Consultant Matt Goebel with Clarion Associates introduced himself and reviewed the Unified Development Code project. He reminded Council and P&Z Commission members that Addison's current Municipal Code includes sections for

Zoning, Subdivision, Signs, and Landscaping, and this Unified Development Code project is to consolidate those sections. The goal is to streamline the development review process. Mr. Goebel also stated that this process will not affect the existing Planned Developments (PDs), however the improved Zoning will possibly result in fewer PDs in the future.

Mr. Goebel advised that the project is half-way through the consolidation process and this presentation is a review of Part 1 of the draft. He stated that Part 2 is currently being reviewed by Addison staff and is expected to be presented to the City Council and the P&Z Commission in early 2020. The document will be reviewed and revised several times prior to approval later in 2020.

Mr. Goebel stated that in this meeting Article 2: Zoning Districts and Article 3: Use Regulations will be reviewed. He added that the current Land Use Map will not be substantially changed.

Mr. Goebel told the Council and P&Z members that in the Zoning portion of the Code some Districts will be revised, eliminated or consolidated. He reviewed factors for establishing new Districts and provided some details as to the current Zoning tables compared to the proposed new tables. An overlay map of current Zoning Districts and proposed Zoning Districts was requested so Council could have a better understanding of the proposed changes. Mr. Goebel advised that can be provided and will be discussed at a future meeting.

A question was raised as to the affect Zoning changes might have on existing businesses. It was stated that the new Development Code will contain language such that these businesses will not be considered non-conforming. It was clarified that if an existing PD requests to change to the Zoning requirements and no longer be considered a PD, it would be up to the Council to approve that change.

Consultant Jim Spung provided the next segment of the presentation regarding the Use Regulations. He noted there are some uses being added, specifically Artisan Manufacturing, Temporary and Accessory Uses. He explained that a seasonal tent sale for example would be considered a Temporary Use. A lengthy discussion followed regarding Accessory Uses, particularly concerning garage conversions for habitation. It was pointed out if this is allowed, Building Code revisions would also be required.

Mr. Spung requested feedback, specifically regarding outdoor vehicles sales, auto repair (heavy or light), and lodging. He asked whether full-service hotels should be allowed by right and whether the current regulations should be more flexible. Mayor Chow suggested the consultants contact the local Hotel Association to obtain information about the four (4) categories of hotels. Restaurants and whether they should be allowed by right were also discussed. Mayor Chow advised that regulations for restaurants and sandwich shops should be different. It was clarified that establishments requesting alcohol sales will still require a Special Use Permit (SUP.)

The question of outside vehicle sales not being allowed was raised since there are such establishments currently. Charles Goff, Director of Development Services, responded that in 1992 the provision allowing outside vehicle sales was removed from the Code. Mr. Goff also provided information regarding auto repair facilities that exist in a largely industrial area along Midway Road and noted that no complaints have been received.

A concern was raised as to the staff having authority to approve certain minor changes to a site plan. The consultants responded that the revised Code will have clear guidance as to what staff can approve and what will be forwarded to the P&Z and/or the Council. A question was also raised about the recently enacted House Bill 2439 prohibiting cities from regulating building materials. Mr. Goff advised that the Code will continue to have regulations included however they will not be enforced unless that law changes in the future.

Council requested to receive consultant questions in advance of the next meeting. It was noted that the website for this project is available to the public and reviewed how the site will be utilized throughout this Code review process. The public will be able to sign up on the website to receive updates on the project. The Council was encouraged to submit questions and feedback electronically at [UDC@AddisonTX.gov](mailto:UDC@AddisonTX.gov).

Mayor Chow thanked the Committee, Charles Goff and City Manager Wes Pierson.

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### **Adjourn Meeting**

There being no further business to come before the Council, Mayor Chow adjourned the Council meeting.

Planning & Zoning Chair Kathryn Wheeler adjourned the Planning & Zoning Commission meeting.

### **TOWN OF ADDISON, TEXAS**

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Joe Chow, Mayor

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Kathryn Wheeler, Chair, Planning & Zoning  
Commission

**ATTEST:**

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Irma G. Parker, City Secretary

# DRAFT

## OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK & REGULAR SESSION

November 21, 2019

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254  
5:45 p.m. Work Session  
7:30 Regular Meeting

**Present:** Mayor Joe Chow; Mayor Pro Tempore Tom Braun; Deputy Mayor Pro Tempore Lori Ward; Council Member Ivan Hughes; Council Member Guillermo Quintanilla; Council Member Paul Walden; Councilmember Marlin Willesen;

1. **Call Meeting to Order:** Mayor Chow called the meeting to order.

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### WORK SESSION

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2. **Present and Discuss an Update on the Status of Current Capital Improvement Projects in the Public Works, Parks and Recreation, and Airport Departments.**

**Presentation:** Lisa Pyles, Director of Public Works and Engineering, presented an update of the current capital improvement projects in the Public Works, Parks and Recreation and Airport Departments approved in Fiscal Year 2019/2020 Budget. Each project was described, a status report presented for each project along with a timeline for completion. Staff will be presenting project reports to the City Council from time to time to keep Council abreast of progress.

COUNCIL COMMENTS: Clarification of the various projects were discussed. Council expressed thanks to Staff for the work done on these projects and mentioned that they are looking forward to receiving a progress report of these capital improvement projects.

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3. **Present and Discuss an Update on the Results of the November 5, 2019 Bond Election and the Preliminary Schedule for the Approved Projects.**
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**Presentation:** Lisa Pyles, Director of Public Works and Engineering, presented an update of Proposals A – E from the November 5, 2019 Bond Election. Election results for each Proposal, a project list of each Proposal and each project’s timeline were presented. Ms. Pyles reported that Staff would coordinate with the Town’s bond counsel and financial advisor to determine an optimized schedule for the sale of the bonds in order to maximize utilization of the Town’s debt capacity while seeking to minimize the impact to the tax rate. Staff will be presenting resolutions for Council approval for reimbursement of expenses, design and construction contracts once finalized. Quarterly updates will be presented.

COUNCIL COMMENTS: Council expressed thanks to Staff for presenting this project status report for the capital projects submitted to the voters at the November 5, 2019 Bond Election. Council noted that this is an ambitious Bond program that will keep everyone very busy for the next several years.

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4. **Present and Discuss Options to Recognize and Honor Former City Manager Ron Whitehead and Former Director of Development Services Carmen Moran for Their Service to the Town of Addison.**

**Presentation:** Janna Tidwell, Director of Parks and Recreation, presented this item. At the July 10, 2018 Council Meeting, Council directed Staff to make recommendations on how best to honor former City Manager Ron Whitehead and Director of Development Services Carmen Moran. City Manager Pierson spoke with Mr. Whitehead for suggestions for this Council project. Mr. Whitehead suggested naming the Vitruvian Amphitheatre, for Ms. Moran but for himself he wanted something understated. Mr. Whitehead requested; that he does not want a statue in his likeness, that he would prefer that nothing be named after him, that any effort only use private funding, and that any recognition would be something understated and humble that communicates that people (he and others) really cared about Addison, and that communicates the beauty/creativity/story of how Addison Circle or Vitruvian came about.

Staff proposed and presented two options for the Ron Whitehead and Carmen Moran recognition projects to the City Council. A graphic of a sample plaque for each honoree was presented.

COUNCIL COMMENTS: Council consensus for each of these projects were:

- Ron Whitehead – Dedicate the plaza at Addison Circle Park in his honor and install a plaque in the paving; and
- Carmen Moran – Name the Amphitheater after Ms. Moran. There is an existing granite medallion at the Amphitheater entry at Vitruvian Park and this will be modified to add the naming element for Ms. Moran to the medallion. In addition, the plaque format presented and approved by Council would be installed on the adjacent concrete wall.

Since Mr. Whitehead wanted something understated, Council Members Quintanilla and Hughes suggested that Mr. Whitehead be advised of Council’s proposed plan to honor him.

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5. **Present and Discuss an Update on the Employee Health Insurance Renewal for Calendar Year 2020.**

**Presentation:** Passion Hayes, Human Resource Director, presented the proposed Employee Health Insurance Renewal for Calendar Year 2020. Ms. Hayes was assisted in this presentation by the Town’s Benefits Consultant David Gibson, Vice President of Client Service at Holmes Murphy & Associates (HMA). The Town currently offers two Preferred Provider Organization (PPO) medical insurance plans. Most Town employees (95%) are on the PPO plan with the lower deductible but higher premium structure. In order to provide more choices to our employees, Staff recommended adding an additional PPO option with lower premiums.

The Town’s health insurance carrier, Blue Cross/Blue Shield Texas presented a higher deductible plan option which would lower the Town’s premiums and would result in savings of approximately \$210,000. However, the program costs presented to renew the current plan included a 4.3% increase. Staff and HMA successfully negotiated a final renewal rate increase of 2%. This 2% increase or \$76,330 is due to a Health Insurance fee that is mandated by the Affordable Care Act.

Ms. Hayes recommended delaying any plan design changes for Fiscal Year 2020, that the Town renew its health insurance plan as is, and that the Town absorb the cost of this increase. If approved, Town employees will not see an increase in rates for calendar year 2020. If Council approves Staff’s recommendation this evening, the Town will be required to make a midyear budget amendment for the \$76,330 increased cost. Funds will be available from salary savings.

COUNCIL COMMENTS: The consensus of Council was favorable.

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## REGULAR MEETING

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### Pledge of Allegiance

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### Announcements and Acknowledgements regarding Town and Council Events and Activities

### Discussion of Events/Meetings

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**Public Comment:** *The City Council invites citizens to address the City Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing starts. Citizen comments are limited to three (3) minutes, unless otherwise required by law. To address the Council, please fill out a City Council Appearance Card and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed*

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on the agenda. The Council may choose to place the item on a future agenda.

Steven Loras, 4114 Rush Circle, Addison, TX: addressed his concerns regarding crosswalk and sidewalk safety, as well as lighting issues.

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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.*

6. **Consider Action on a Resolution to Approve a Three-Year Conventional Hangar Lease with ADS Importing, LLC, (DBA Thrust Flight) for 4700 Airport Parkway at Addison Airport and Authorize the City Manager to Execute the New Lease.**
7. **Consider Action on a Resolution to Approve a Three-Year Conventional Hangar Lease with ADS Importing, LLC, (DBA Thrust Flight) for 4736 Airport Parkway at Addison Airport and Authorize the City Manager to Execute the New Lease.**
8. **Consider Action on a Resolution to Approve a Three-Year Conventional Hangar Lease with ADS Importing, LLC, (DBA Thrust Flight) for 4660 Jimmy Doolittle Drive at Addison Airport and Authorize the City Manager to Execute the New Lease.**
9. **Consider Action on a Resolution to Approve a Contract Between the Town of Addison and American Abatement, LLC for the Removal of Asbestos Containing Materials from 4726 and 4730 George Haddaway Drive and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$54,200.**
10. **Consider Action on a Resolution to Approve a Contract with The World Affairs Council of Dallas/Fort Worth for Consulting Services and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$60,000.**
11. **Consider Action on a Resolution to Approve Renewing Blue Cross Blue Shield of Texas as the Employee Health Insurance and Directing the City Manager to Negotiate and Execute an Agreement in Accordance with the Benefits Schedule.**
12. **Consider Action to Approve the Fourth Quarter Update from the Finance Committee to the City Council for the Period from July 2019 to September 2019.**

Mayor Chow asked if there were any requests to move any item from the CONSENT AGENDA to be discussed separately. Mayor Pro Tempore Braun requested to remove item 9 and Council Member Hughes requested to remove items 9 and 10 for separate discussion. Mayor Chow called for a motion to approve Consent Agenda Items 6, 7, 8, 11 and 12 as submitted

**MOTION:** Mayor Pro-Tempore Braun moved to approve Items 6,7,8,11, and 12 as presented. Council Member Willesen seconded the motion. Motion carried unanimously.

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**Item #9** – Mayor Pro Tempore Braun requested that the 10% contingency fee of \$4,625 be inserted in this Resolution as follows: *‘in an amount not to exceed \$49,275 plus an additional 10% owner’s contingency of \$4,925, authorizing...’*.

**MOTION:** Mayor Pro Tempore Braun moved to approve Item #9 with the addition of the 10% of contingency fee of \$4,625. Deputy Mayor Pro-Tempore Ward seconded the motion. Motion carried unanimously.

**Item #10:** Council Member Hughes noted that World Affairs Council (WAC) President and CEO James Falk was in attendance therefore Council Member Hughes offered Mr. Falk the opportunity to address the City Council. Mr. Falk addressed the City Council and thanked the Town for the continued support and partnership. Council thanked Mr. Falk and the WAC for their efforts to enhance the Town’s international Business development efforts.

**MOTION:** Deputy Mayor Pro-Tempore Ward moved to approve Consent Agenda Item #10 as presented. Council Member Hughes seconded the motion. Motion carried unanimously.

**Resolution No. R19-104: ADS Importing, LLC (dba Thrust Flight) 4700 Airport Parkway Lease**

**Resolution No. R19-105: ADS Importing, LLC (dba Thrust Flight) 4736 Airport Parkway Lease**

**Resolution No. R19-106: ADS Importing, LLC (dba Thrust Flight) 4660 Jimmy Doolittle Drive Lease**

**Resolution No. R19-107: Asbestos Removal Contract with American Abatement, LLC**

**Resolution No. R19-108: World Affairs Council of Dallas/Fort Worth Agreement**

**Resolution No. R19-109: Blue Cross Blue Shield Employee Health Insurance Renewal**

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## Regular Items

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13. **Hold a Public Hearing, Present, Discuss, and Consider Action on a Resolution Nominating Bank of America Corporation, Located at 16001 Dallas Parkway, to the Office of the Governor, Economic Development & Tourism Through the Texas Economic Development Bank as an Enterprise Project Under the Texas Enterprise Zone Act.**

Orlando Campos, Director of Economic Development and Tourism, presented Bank of America’s request for support and nomination to participate in the Texas Enterprise Zone Program. This Program supports and manages an incentive program to encourage private investment and job creation is administered by the Governor’s Office of Economic Development and Tourism. As part of the application process, the Town is required to hold a public hearing

and pass a resolution supporting the project. If selected by the State, Bank of America would qualify for sales and use tax refunds on renovation of their location in Addison. The last Texas Enterprise Zone Program nomination by the Town was made in 2011 for Mary Kay Cosmetics.

**PUBLIC HEARING:** Mayor Chow opened the Public Hearing and asked if anyone wished to speak at this Public Hearing. There being no requests to address Council at this Public Hearing, Mayor Chow closed the Public Hearing.

**MOTION:** Council Member Willesen moved to approve the Resolution as submitted. Deputy Mayor Pro-Tempore Ward seconded the motion. Motion carried unanimously.

**Resolution No. R19-110:** Nominating Bank of America Corporation as an Enterprise Project

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14. **Present, Discuss and Consider Action on a Resolution to Elect a Suburban Cities' Representative to the Dallas Central Appraisal District Board of Directors.**

City Manager Wes Pierson presented this Resolution to cast a vote in nomination for the Suburban City Representative to the Dallas Central Appraisal District Board of Directors. The taxing entities that vote on the appraisal district's budget, county, city, school and special districts, select the directors on this Board of Directors. The current Suburban City Representative is Michael Hurtt. Another four (4) entities submitted nominees to be considered for this post.

Mayor Chow stated Mr. Hurtt, the former mayor of Desoto, has served in this capacity for several years and expressed interest in continuing his service. Additionally, Mayor Chow opined that Mr. Hurtt, who was being nominated by the cities of Desoto, Duncanville and Richardson, had done an excellent job of representing the Suburban cities.

**MOTION:** Mayor Joe Chow moved to approve a resolution casting its vote for Mr. Michael Hurtt as the Suburban Cities' Representative to the Dallas Central Appraisal District Board of Directors. Council Member Hughes seconded the motion. Motion carried unanimously.

**Resolution No. R19-111:** Casting a vote for of Michael Hurtt for 2-year term on Dallas Central Appraisal District Board of Directors

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15. **Present and Discuss the Finance Department Quarterly Financial Report of the Town of Addison for the Fiscal Year 2019 Fourth Quarter Ended September 30, 2019.**

Bill Hawley, Acting Interim Chief Financial Officer, presented the Fourth Quarter Financial report to the City Council. The report covered the financial performance for fourth quarter of Fiscal Year 2019, which is July 1, 2019 to September 30, 2019, along with detailed exhibits to demonstrate the current financial position for the following funds: General, Hotel, Airport, Economic Development, Utility and Stormwater.

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In addition to the 4<sup>th</sup> Quarter Financial Report, Mr. Hawley presented the Fourth Quarter Investment Report and advised that the Town's Investment Policy was in line with state regulations and in keeping with the Town's policies. This item was presented for information only. No Council action was taken.

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## **Adjourn Meeting**

There being no further business to come before the Council, Mayor Chow adjourned the meeting.

**TOWN OF ADDISON, TEXAS**

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Joe Chow, Mayor

**ATTEST:**

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Irma G. Parker, City Secretary

## Work Session and Regular Meeting

8.

Meeting Date: 12/10/2019

Department: General Services

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### **AGENDA CAPTION:**

Consider Action on a **Resolution Declaring an Emergency for Needed Replacement and Repairs on the Boiler at The Addison Athletic Club and Ratifying Actions to Replace the Boiler** in an Amount Not to Exceed \$55,108.

### **BACKGROUND:**

On November 5, 2019, the General Services Department was notified that the boiler at the Athletic Club was leaking water and inoperable. Due to health and safety concerns, the boiler was shut down. TDIndustries, the current Heating Ventilation and Air Conditioning (HVAC) service provider for Town facilities, inspected the boiler and estimated repair costs between \$25,000 - \$30,000. The boiler, nearing the end of its useful life, was original to the 1987 Athletic Club.

A replacement boiler was approved in the bond proposition with \$80,000 budgeted. Staff assessed repair and replacement costs and determined it prudent to replace the existing boiler. The price for removing the existing boiler and replacing it with new equipment was \$49,036.

The replacement was escalated to an emergency purchase due to inclement weather, below-freezing temperatures, and lack of heat in some areas of the building. TDIndustries provided temporary heating services to the Athletic Club that at a total cost of \$5,270. During the replacement of the new boiler, a damaged pressure release valve was replaced at the cost of \$802.

Town Staff proceeded with the boiler replacement on an emergency basis to preserve and protect public health and safety. The total cost was \$55,108, which will be paid using emergency funding from the General Fund, and will be reimbursed in the future through bond sale proceeds.

### **RECOMMENDATION:**

Administration recommends approval.

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### **Attachments**

Resolution - Emergency Replacement and Repairs for The Athletic Club Boiler  
TDIndustries - Boiler Proposal

# TDIndustries- Temporary Heating Services Proposal

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**TOWN OF ADDISON, TEXAS**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS DECLARING AN EMERGENCY FOR NEEDED REPLACEMENT AND REPAIRS ON THE BOILER AT THE ADDISON ATHLETIC CLUB AND RATIFYING ACTIONS TO REPLACE THE BOILER IN THE AMOUNT OF \$55,108 AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on November 5, 2019 the boiler at the Athletic Club began to leak and was shut down to avoid causing significant damage to the Athletic Club; and

**WHEREAS**, without immediate replacement and repairs to the boiler, the Athletic Club would have been without heat during freezing inclement weather; and

**WHEREAS**, TDIndustries was able to provide a replacement boiler for \$49,036 and temporary heating services for 7 days at \$5,270 and repair a valve necessary to boiler function for \$802; and

**WHEREAS**, the General Fund had funds available to pay for the repairs to the boiler;  
and

**WHEREAS**, the City Council finds that emergency repairs were necessary to protect the health, safety and welfare of the public and of the users of the Addison Athletic Club.

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

**Section 1.** The recitals set forth above are true and correct and are incorporated as if fully set forth herein.

**Section 2.** The expenditure to TDIndustries for materials and services to repair the boiler at the Addison Athletic Club and provide temporary heat, in an amount not to exceed \$55,108.00, is hereby ratified and the City Manager is hereby authorized to take any additional steps necessary to complete the repairs.

**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 10<sup>th</sup> day of December 2019.

---

Joe Chow, Mayor

ATTEST:

By: \_\_\_\_\_  
Irma Parker, Interim City Secretary

APPROVED AS TO FORM:

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



Texas State Board of Plumbing  
 P.O. Box 4200  
 Austin, TX 78765

<b>Company:</b>	Town of Addison Infrastructure & Development	<b>Building Name:</b>	Addison Athletic Club
<b>Bill to Address:</b>	16801 Westgrove Drive Addison, TX 75001	<b>Building Address:</b>	3900 Beltway Drive Addison , TX 75001
<b>Contact:</b>		<b>Job Name:</b>	Addison Athletic Ctr Boiler Replacement
<b>Phone:</b>		<b>Date:</b>	November 8, 2019
<b>Email:</b>		<b>Quote No:</b>	OPP0063125

TDIndustries, Inc. is very pleased to have the opportunity to provide pricing for the above referenced property. Please find listed below the scope of work that will be performed.

**Scope of Work:**

- Demo and remove existing Rite Boiler, Model: 200WG, Serial #: 8620416.
- Provide and install (1) Delta Limited H9 2069B MBTUH Input 2070 and pump.
- Reconnect existing hot and cold water, gas, vent and electrical to new unit.
- Insulate new piping.
- Perform official start-up of boiler.

**Notes:**

- This proposal does not include after-hours labor
- Additional repairs will be quoted separately

Total Price for Labor and Materials (Excluding Sales Tax) ----- <b>\$49,036.00</b>
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\* Net due upon receipt of invoice. Remit to P.O. Box 300008, Dallas, TX 75303-0008

Thank you very much for the opportunity to provide pricing for the work listed above. Please contact me at the numbers listed below if you have any questions or need further information.

Respectfully submitted,

**Carrie Friedrich**  
 Account Manager II  
 TDIndustries  
 Carrie.Friedrich@TDIndustries.com  
 O: --| C: 214-695-7099

\_\_\_\_\_  
 Accepted by

\_\_\_\_\_  
 Date



## Clarifications

- Following our core value to “Fiercely Protect”, our employees are empowered to stop work at any time where they deem the safety of themselves or anyone else is in jeopardy. We will immediately seek to resolve any concerns by engaging with our customer and safety department to elevate the issue which will allow work to resume.
- This proposal is based on performing work during normal working hours and at normal wage rates paid by TDIndustries, Inc.
- Price is based on the assumption that the structure is of sufficient strength that all piping, duct and equipment can be supported from it.
- Proposal is inclusive of all permits and inspections as required by local and state agencies. Where work is being performed under a General Contractor, we will validate under Contractors Building Code permit.
- All pricing is based on award of contract and work commence not later than 60 days from the date of this proposal with pricing subject to review after 30 days from the date of proposal.
- TDIndustries, Inc. assumes no responsibility for existing services / conditions, their quality and/or performance.
- Existing valves must close and hold.
- TDIndustries, Inc. assumes no responsibility for condition of utilities or parking lots/roadways above or below grade.
- TDIndustries disclaims any responsibility for incorrect data contained in the plan, specs and/or engineering data.
- Proposal is based on use of building elevators.

## Exclusions:

- Sheetrock or concrete cutting, removal or patching of any nature.
- Cleaning or painting of existing grilles.
- Ceiling removal or replacement.
- Electrical work.
- Electrical temperature control, interlock and power wiring.
- Electrical disconnect.
- Electrical or power wiring, including conduit or junction boxes or disconnect switches and starter components.
- Concrete work of any nature.
- Cutting or patching of drywall or block walls.
- Cutting or patching of existing pavement for incoming services.
- Smoke dampers or smoke ventilation other than stair pressurization.
- Insulation of existing un-insulated ductwork.
- Modifications of existing ductwork and piping due to conflict with new lighting fixtures or new structural/architectural modifications.
- Repairs or modifications of existing mechanical equipment or systems.
- Roof cutting and patching unless specified by owner
- Roofing work.
- Cutting roof deck.
- Leveling roof curbs.
- Gas piping.
- Any pre-existing conditions (gas pressure, electrical, structural).
- Any hot water problems that exist outside the scope of the boiler room (mixing).
- Additional work required to meet OSHA or ADA standards.

**Any additional work not listed in the scope above will require written authorization by the customer before TDIndustries, Inc. can proceed.**



**LIMITED WARRANTY**

1	EQUIPMENT, GOODS, MATERIAL PURCHASED AND INSTALLED BY TDINDUSTRIES: TDIndustries, Inc. shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods, or material that are defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of TDIndustries, Inc. THERE ARE NO WARRANTIES, EITHER WRITTEN OR ORAL, IMPLIED OR STATUTORY RELATING TO THE EQUIPMENT, GOODS, OR MATERIAL, PROVIDED WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PARAGRAPH. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.
2	Workmanship - Repair Installation - TDIndustries, Inc. warrants its workmanship to be free from defects for a period of 12-months from the date of completion of the above equipment, goods, and material. Sewer and Drain Cleaning - TDIndustries, Inc. warrants its workmanship for sewer and drain cleaning for a period of 24 hours from the date of completion. Any foreign material retrieved from sewer or drain will discharge warranty and incur additional costs for clearing stoppage.
3	This proposal is submitted for customer's consideration with the understanding that it must be approved by TDIndustries, Inc. after its acceptance by the customer and is not binding upon TDIndustries, Inc. until so approved in writing.
4	Your acceptance of this proposal is expressly limited to the terms of this document. Any additional or different terms or conditions set forth in your purchase order or in any similar such communication are hereby objected to by TDIndustries, Inc. and shall not be binding nor effective unless assented to in writing by an authorized representative of TDIndustries, Inc. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.
	THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENT HERETO.

**STANDARD TERMS AND CONDITIONS**

	THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENT HERETO.
1	TDIndustries, Inc. liability or any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. TDIndustries, Inc. shall not, under any circumstances, be liable for any labor charges without the prior written consent of TDIndustries, Inc. TDIndustries, Inc. shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If TDIndustries, Inc. furnishes Customer with advice or other assistance which concerns labor, equipment, goods, or material furnished hereunder, or any systems or equipment in which of such equipment, goods, or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject TDIndustries, Inc. to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
2	If TDIndustries, Inc. encounters asbestos, polychlorinated Biphenyl (PCB) or other hazardous substances on the site, TDIndustries, Inc. will stop work and report the condition to the owner or owners' representative. TDIndustries, Inc. will not resume work in the affected area until the asbestos, PCB's or other hazardous substances have been removed or otherwise controlled so that it does not pose a health or safety threat.
3	Any installation dates given in advance are estimated. Installation will be subject to prior orders with TDIndustries, Inc. TDIndustries, Inc. shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond TDIndustries, Inc. reasonable control.
4	On arrival of any equipment, goods and material at the shipping address specified on the reverse side hereof, Customer shall assume all risk or loss or damage to such equipment, goods, or material.
5	In the event Customer requires TDIndustries, Inc. to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. TDIndustries, Inc. shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, TDIndustries, Inc. may store goods or material ready for shipment at Customer's risk and expense.
6	The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which TDIndustries, Inc. shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.
7	If the equipment, goods or material furnished hereunder requires the use of water or steam, recirculated or otherwise, TDIndustries, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.
8	All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify TDIndustries, Inc. against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.
9	No oral representations are binding upon TDIndustries, Inc. unless reduced to writing and signed by an authorized representative of TDIndustries, Inc. All changes to this contract must be in writing.

Revised 05-09-2008

**13850 Diplomat Drive, Dallas, TX 75234 - 972-888-9370, Fax #972-888-9520**

License # A/C TACLA 26339C Dallas, Plumbing M16723 – Larry Bartlett DFW, Electrical TECL17889 DFW, Sanitary Sewer N/A, FLS ACR-3105, SCR-1064, ECR-1944, B-11764



Texas State Board of Plumbing  
 P.O. Box 4200  
 Austin, TX 78765

<b>Company:</b>	Town of Addison Infrastructure & Development	<b>Building Name:</b>	Addison Athletic Club
<b>Bill to Address:</b>	16801 Westgrove Drive Addison, TX 75001	<b>Building Address:</b>	3900 Beltway Drive Addison, TX 75001
<b>Contact:</b>		<b>Job Name:</b>	Addison Athletic C Temp Heaters
<b>Phone:</b>		<b>Date:</b>	November 8, 2019
<b>Email:</b>		<b>Quote No:</b>	OPP0063122

TDIndustries, Inc. is very pleased to have the opportunity to provide pricing for the above referenced property. Please find listed below the scope of work that will be performed.

**Scope of Work:**

Provide temporary heating for Athletic Center.

- Provide and connect (4) INDIRECT FIRED HEATER BLAZE 600D TURBO
- Provide and connect (3) 1.2 TON HEAT PUMP
- Provide labor, fuel, delivery and pickup

**Notes:**

- This proposal does not include after-hours labor
- Additional repairs will be quoted separately

Total Price for Labor and Materials (Excluding Sales Tax) ----- **\$5,270.00 per week**

\* Net due upon receipt of invoice. Remit to P.O. Box 300008, Dallas, TX 75303-0008

Thank you very much for the opportunity to provide pricing for the work listed above. Please contact me at the numbers listed below if you have any questions or need further information.

Respectfully submitted,

**Carrie Friedrich**

Account Manager II  
 TDIndustries  
 Carrie.Friedrich@TDIndustries.com  
 O: --| C: 214-695-7099

\_\_\_\_\_  
 Accepted by

\_\_\_\_\_  
 Date

## Clarifications

- Following our core value to “Fiercely Protect”, our employees are empowered to stop work at any time where they deem the safety of themselves or anyone else is in jeopardy. We will immediately seek to resolve any concerns by engaging with our customer and safety department to elevate the issue which will allow work to resume.
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- TDIndustries disclaims any responsibility for incorrect data contained in the plan, specs and/or engineering data.
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- Sheetrock or concrete cutting, removal or patching of any nature.
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- Cutting or patching of existing pavement for incoming services.
- Smoke dampers or smoke ventilation other than stair pressurization.
- Insulation of existing un-insulated ductwork.
- Modifications of existing ductwork and piping due to conflict with new lighting fixtures or new structural/architectural modifications.
- Repairs or modifications of existing mechanical equipment or systems.
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- Roofing work.
- Cutting roof deck.
- Leveling roof curbs.
- Gas piping.
- Any pre-existing conditions (gas pressure, electrical, structural).
- Any hot water problems that exist outside the scope of the boiler room (mixing).
- Additional work required to meet OSHA or ADA standards.

**Any additional work not listed in the scope above will require written authorization by the customer before TDIndustries, Inc. can proceed.**



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3	This proposal is submitted for customer's consideration with the understanding that it must be approved by TDIndustries, Inc. after its acceptance by the customer and is not binding upon TDIndustries, Inc. until so approved in writing.
4	Your acceptance of this proposal is expressly limited to the terms of this document. Any additional or different terms or conditions set forth in your purchase order or in any similar such communication are hereby objected to by TDIndustries, Inc. and shall not be binding nor effective unless assented to in writing by an authorized representative of TDIndustries, Inc. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.
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2	If TDIndustries, Inc. encounters asbestos, polychlorinated Biphenyl (PCB) or other hazardous substances on the site, TDIndustries, Inc. will stop work and report the condition to the owner or owners' representative. TDIndustries, Inc. will not resume work in the affected area until the asbestos, PCB's or other hazardous substances have been removed or otherwise controlled so that it does not pose a health or safety threat.
3	Any installation dates given in advance are estimated. Installation will be subject to prior orders with TDIndustries, Inc. TDIndustries, Inc. shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond TDIndustries, Inc. reasonable control.
4	On arrival of any equipment, goods and material at the shipping address specified on the reverse side hereof, Customer shall assume all risk or loss or damage to such equipment, goods, or material.
5	In the event Customer requires TDIndustries, Inc. to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. TDIndustries, Inc. shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, TDIndustries, Inc. may store goods or material ready for shipment at Customer's risk and expense.
6	The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which TDIndustries, Inc. shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.
7	If the equipment, goods or material furnished hereunder requires the use of water or steam, recirculated or otherwise, TDIndustries, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.
8	All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify TDIndustries, Inc. against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.
9	No oral representations are binding upon TDIndustries, Inc. unless reduced to writing and signed by an authorized representative of TDIndustries, Inc. All changes to this contract must be in writing.

Revised 05-09-2008

**13850 Diplomat Drive, Dallas, TX 75234 - 972-888-9370, Fax #972-888-9520**

License # A/C TACLA 26339C Dallas, Plumbing M16723 – Larry Bartlett DFW, Electrical TECL17889 DFW, Sanitary Sewer N/A, FLS ACR-3105, SCR-1064, ECR-1944, B-11764



## Work Session and Regular Meeting

9.

Meeting Date: 12/10/2019

Department: Infrastructure- Development Services

Pillars: Excellence in Asset Management  
Excellence in Transportation Systems

---

### AGENDA CAPTION:

Consider Action on Change Order Number 3 to the Contract with Teague, Nall, and Perkins, Inc., for Midway Road Revitalization Design Project Adding 30 Days to the Design Contract Time and Increasing the Design Fee for Work Related to Additional Water and Wastewater Design, the Development of Temporary Construction Easements for Seventeen Parcels, and Conceptual Level Design of a Parking Lot Adjacent to 14951 Midway Road, and Authorizing the City Manager to Execute the Change Order in an Amount Not to Exceed \$73,000.

### BACKGROUND:

In 2012, the Addison voters approved \$16,000,000 in bonds for the reconstruction of Midway Road.

Design for the Midway Road project was awarded to Teague, Nall and Perkins, Inc. (TNP) and the design work began in October 2014. Previously, Change Orders 1 and 2 were approved for TNP's contract. Those Change Orders were:

1. Change Order Number 1: Out-of-scope items; project re-boot after 2.5 year hold; addition of the side-path and its affect on the design of the roadway; rate change adjustments; and additional design days. The amount of the Change Order was \$678,500.
2. Change Order Number 2: The following additional design work associated with intersection of Belt Line Road and Midway Road; additional signs, marking, and signalization; additional traffic control and sequencing, additional easement and right-of-way acquisition activities associated with the sidepath, and additional design days. The amount of this Change Order was \$185,000.

This item will approve Change Order #3 for Teague, Nall, and Perkins' (TNP) design contract for the revitalization of Midway Road from \$2,862,359 to \$2,935,359 and add 30 more days to the design contract to accommodate the additional scope of work associated with the concept level design of the parking lot.

The table below outlines the recommended changes to TNP's contract:

<b>Task Scope</b>	<b>Description of Additional Work and Days</b>	<b>Increase in Cost / Schedule</b>
E	Field Surveying: Additional Scope for Temporary Construction Easements for 17 parcels	\$25,500
I	Plan Development: Concept level design for parking lot adjacent to 14951 Midway Road	\$7,500
M	Water and Wastewater Improvements: Addition of Basin I sewer line plan sheets, additional water line improvements at the Belt Line Road intersection and at the DART rail line, and Town design modifications	\$40,000
<b>Total Amount of Change Order</b>		<b>\$73,000</b>
	Additional Contract Days to complete the additional concept design of the parking lot	30

Details of the Task Scope (additional design work include):

- 1. Task Scope E - Field Surveying:** TNP will provide additional survey work to develop a Temporary Construction Easement for up to 17 parcels on which no acquisition agreement has been reached to date. If condemnation is needed, the final offer must include the value of the entire acquisition, including the value of a temporary construction easement, if needed. Obtaining the Temporary Construction Easements will help ensure that the process is not delayed.
- 2. Task Scope I - Miscellaneous Plan Development:** TNP will provide a concept level cost estimate for a parking lot adjacent to 14951 Midway Road and Opinion of Probable Construction Cost. This is recommended to aid in determining if it is practicable to trade this parking lot for the property needed along Midway Road at that location.
- 3. Task Scope M - Water and Wastewater Improvements:** The additional work is associated with the inclusion of the tie-in of the plans for the Basin I sanitary sewer line as it intersects with Midway Road. The Basin I project is under design by another engineering firm and will be bid and constructed under a separate construction contract. Included also are additional plans for the Belt Line Road and Midway Road intersection. When the design for Midway Road began, it was thought that the intersection would be improved during the Belt Line Road electrical undergrounding project. When the decision was made to stop that project just west of Midway Road, the plans for the intersection were added to the design of Midway Road. Also, since design began, Town Staff identified additional improvements needed to the 16" water line under the DART right-of-way, as well as design modifications that will help to increase maintenance and operational efficiencies.

The following table shows the total amount for the Midway Road Revitalization design contract:

<b>Original Design Contract Amount</b>	<b>Change Order #1 Amount</b>	<b>Change Order #2 Amount</b>	<b>Change Order #3 Amount</b>	<b>Total Design Contract Amount</b>
\$1,998,859	\$678,500	\$185,000	\$73,000	<b>\$2,935,359</b>

Funding is available from the 2018 Certificates of Obligation issued for the design and construction of Midway Road.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Change Order Form Number 3 - Midway Road Revitalization Project

Design Contract - Midway Road Revitalization Project

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TOWN OF ADDISON CHANGE ORDER FORM

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Change Order Number: 3  
Project Name: Midway Road Reconstruction Project  
Project Number(s): IDS 15-01  
Project Manager: Carlos Negron, P.E.  
Date: 11/18/2019

A. INTENT OF CHANGE ORDER

To update the project scope and fees to appropriately correlate with the current scope, particularly related to temporary construction easements, parking lot concept planning, and water/wastewater design.

B. DESCRIPTION OF CHANGE

1. **Task E – Field Surveying: Additional scope.** Additional work to be performed to generate temporary construction easements for up to seventeen (17) parcels. \$25,500 increase in contract value.
2. **Task I – Miscellaneous Plan Development: Additional scope.** Additional work to be performed to develop Nate’s Seafood annex parking lot concept plan. \$7,500 increase in contract value.
3. **Task M – Water and Wastewater Improvements: Additional scope.** Additional work to be performed with the addition of the 15” Basin I sewer line, additional water improvements within the Beltline intersection, additional water improvements under the DART rail line, and addressing of additional Town review comments. \$40,000 increase in contract value.
4. **Additional days for design.** No cost contract value adjustment. Additional 30 days in contract for design.

C. REASON FOR CHANGE

Temporary construction easements have been added to the scope of the project on parcels where ROW acquisition agreements have not yet been reached and may require condemnation. The parking lot concept plan has been added to the scope in order to facilitate ROW acquisition negotiations on the Nate’s Seafood parcel. The Town has also elected to include additional water and wastewater scope to the project.

1. **Task E – Field Surveying:** This task includes the generation of temporary construction easement exhibits and legal descriptions for up to seventeen (17) parcels. The original scope did not account for temporary construction easements. The temporary construction easements are to be added on parcels where ROW acquisition agreements have not yet been reached and may require condemnation. This will ensure that all proposed work within and outside of proposed ROW will be accommodated should condemnation be necessary. It will also help prevent additional project delays should condemnation be required on any of these parcels.
2. **Task I – Miscellaneous Plan Development:** This task includes the preparation of a concept plan for the potential Nate’s Seafood annex parking lot as well as the preparation of an associated opinion of probable construction cost. Preparation of this parking lot concept plan will help facilitate ROW acquisition negotiations on the Nate’s Seafood parcel and help fully vet the practicality of offsetting parking lot loss along Midway Road frontage of Nate’s Seafood with

annex parking on an adjacent Town-owned parcel. Deliverables will include a dimensional control plan reflecting the parking space and drive configuration and dimensions, a two-dimensional rendered plan illustrating the parking, lighting, and landscaping concept, and a conceptual opinion of probable construction cost.

3. **Task M – Water and Wastewater Improvements:** This task includes the additional water and wastewater design effort associated with the addition of the 15” Basin I sewer line, additional 16” and 24” water line improvements within the Beltline intersection, additional 16” water line improvements under the DART rail line, and the incorporation the Town’s design modification requests.
4. **Additional days for design.** This time extension is required due to the addition of project scope.

D. EFFECT OF CHANGE ON CONTRACT PRICE

This change will have the following effect on the cost of this project:

<b>Task</b>	<b>Fee Amount</b>
Task E – Field Surveying: Additional scope.	\$ 25,500.00
Task I – Miscellaneous Plan Development: Additional scope.	\$ 7,500.00
Task M – Water and Wastewater Improvements: Additional scope.	\$ 40,000.00
<b>Total</b>	<b>\$ 73,000.00</b>
Original Contract Amount	\$ 1,998,859.00
Total Contract Amount (Including Previous Change Orders)	\$ 2,862,359.00
Amount of the Change Order	\$ 73,000.00
Revised Contract Amount	\$ 2,935,359.00
Total % Increase/Decrease (Including Previous Change Orders)	2.6

E. EFFECT OF CHANGE ON CONTRACT TIME

This change order will have the following effect on the project schedule:  
 The bid plans are scheduled for completion by 11/25/19. The parking lot concept plan is scheduled to be complete within 30 days of the execution 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 3 to the original contract between themselves, dated 10/28/2014.

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

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



Town of Addison Project No. IDS 15-01

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 20<sup>th</sup> 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



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.



Town of Addison Project No. IDS 15-01

- (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



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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 Nall 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

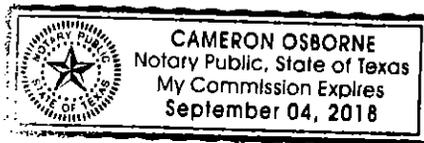
(OWNER)  
By: [Signature]  
Date: 10/28/14

TEAGUE NALL AND PERKINS, INC.  
(ENGINEER)  
By: [Signature] Principal  
Date: 10/22/14

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 Layout 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.



- 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 base lines.

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 Time and Expense
	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	
	<b>TOTAL</b>	<b>\$ 1,205,010.00</b>	<b>\$ 239,410.00</b>
	<b>TOTAL MAX COMPENSATION</b>	<b>\$ 1,998,859.00</b>	



**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

10.

Meeting Date: 12/10/2019

Department: Infrastructure- Development Services

Pillars: Excellence in Asset Management  
Excellence in Transportation Systems

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### AGENDA CAPTION:

Consider Action on a **Resolution to Approve a Project Specific Agreement to the Master Agreement Governing Major Capital Improvement Program (MCIP) Between the Town of Addison and Dallas County , for Transportation Improvements on the Midway Road Revitalization MCIP Project 20301 Spring Valley Road to Keller Springs Road and Authorize the City Manager to Execute the Agreement for the Receipt of Grant Funding in an Amount Not to Exceed \$2,781,873.50.**

### BACKGROUND:

This item would authorize the City Manager to execute a Project Specific Agreement (PSA) with Dallas County for the use of \$2,721,873.50 of Dallas County funds and \$60,000 in in-kind services for eligible improvements to Midway Road.

In October 2017, Council directed staff to request that Dallas County reallocate funds to fund eligible elements of the Midway Road reconstruction rather than the originally planned improvements to the intersection of Belt Line Road and the Dallas North Tollway and improvements to the intersection of Keller Springs Road and Addison Road. After meetings with the Dallas County Commissioner and Dallas County Public Works staff, in July 2019, the Town requested and Dallas County consented to the reallocation of funds in the amount of \$1,256,625.50 to the Midway Road reconstruction project. The eligible elements of the reconstruction project are those associated with the 10' side path on the west side of Midway Road from Spring Valley Road, north to Wheeler Bridge at Arapaho Road.

During 2018 and 2019, Town and Dallas County Staff met to discuss elements of the reconstruction project that the County would consider funding. These elements relate to the trail or side path construction. One of the Dallas County's goals is to add the necessary bicycle and pedestrian facilities that are needed to close a critical gap in the overall regional trail network. The side path, as included in the Town's Master Transportation Plan, helps accomplish this goal. Specifically, these improvements include a 10' trail from Spring Valley Road to the future Silver Line (formerly known as the Cotton Belt Rail Line), intersection

crossings, traffic signals, bus stops, street lighting, and landscaping. The total cost of the eligible elements of the project is \$5,563,747.

Under the terms of the PSA, the County will provide funding on a 50/50 match basis in an amount not to exceed \$2,781,873.50 to be used for eligible construction costs of the total side path portion of the project cost. The amount committed by the County, however, is reduced by \$60,000 to cover the County's in-house project delivery costs that include, but are not limited to, preliminary scoping and research, preliminary design services, design review, special services, primary design services, inspection, laboratory services, and construction. The Town in turn will provide at least \$2,781,873.50 to fully match the Dallas County Major Capital Improvement Project funding commitment. Any side path portion of the project cost that exceed \$5,563,747, will be the Town's responsibility to fund. The table below shows the commitment of both in-house services and funding for the total cost of the trail portion of the project.

	<b>In-House</b>	<b>Funds</b>	<b>Total</b>
Dallas County	\$60,000.00	\$2,721,873.50	\$2,781,873.50
Addison	\$0	\$2,781,873.50	\$2,781,873.50
<b>Total</b>	<b>\$60,000.00</b>	<b>\$5,503,747.00</b>	<b>\$5,563,747.00</b>

Per the terms of the PSA, funding is not to be used for road or street amenities, paving and drainage amenities, or adjustments to utility betterments. The Town, which will be the lead agency, is responsible for 100% of the cost of these elements of the project. Article VI of the PSA more specifically outlines the responsibilities of both the County and the Town.

In order to use these funds, Dallas County requires that the Town execute the attached Project Specific Agreement (PSA). The PSA will be part of the Master Agreement between Dallas County and the Town, which is also attached.

The PSA incorporates the following:

1. Master Agreement between the Town and Dallas County, dated November 13, 2012;
2. Project Scoping Sheets; and
3. Current Cost Estimates and Funding Sources.

The PSA will be effective when the last party to sign the agreement has done so and shall terminate upon completion and acceptance of the project by Dallas County Commissioners Court or upon the terms and conditions in the Master

Agreement.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Project Specific Agreement with Dallas County  
2012 Master Agreement - Dallas County

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**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PROJECT SPECIFIC AGREEMENT TO THE MASTER AGREEMENT GOVERNING MAJOR CAPITAL IMPROVEMENT PROGRAM BETWEEN THE TOWN OF ADDISON AND DALLAS COUNTY, FOR TRANSPORTATION IMPROVEMENTS ON THE MIDWAY ROAD REVITALIZATION MCIP PROJECT 20301 SPRING VALLEY ROAD TO KELLER SPRINGS ROAD AND PROVIDING FUNDING FOR THE PROJECT IN THE AMOUNT OF AT LEAST \$2,781,873.50 WITH ADDITIONAL FUNDING AS REQUIRED BY THE AGREEMENT, 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 Project Specific Agreement to the Master Agreement Governing Major Capital Improvement Program between the Town of Addison and Dallas County, transportation improvements on the Midway Road Revitalization MCIP Project 20301 Spring Valley Road to Keller Springs Road and providing funding for the Project in the amount of at least \$2,781,873.50 with additional funding as required by the Agreement, 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 **10<sup>th</sup>** day of **DECEMBER 2019**.

**TOWN OF ADDISON, TEXAS**

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

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

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

# EXHIBIT A

## DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM PROJECT SPECIFIC AGREEMENT TO THE MASTER AGREEMENT GOVERNING MAJOR CAPITAL IMPROVEMENT PROGRAM

This Project Specific Agreement hereinafter ("PSA") to the Master Agreement Governing Major Capital Improvement Program ("Master Agreement") is made by and between the Town of Addison, Texas, hereinafter "Town", and the County of Dallas, Texas, hereinafter "County", acting by and through its duly authorized officials, for the purpose of transportation improvements on the Midway Road Revitalization MCIP Project 20301 Spring Valley Road to Keller Springs Road in the Town of Addison, Texas, hereinafter called "Project".

**WHEREAS**, the Town has requested that it be designated as the Lead Agency for the project and will provide the Project Manager; and

**WHEREAS**, Town and County entered into a Master Agreement on November 13, 2012 by Commissioners Court Order 2012-1932, for the purpose of transportation improvements on roads inside Dallas County; and

**WHEREAS**, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services as well as joint funding of road construction or improvement of road or street projects.

**NOW THEREFORE THIS PSA** is made by and entered into by the Town and the County for the mutual consideration stated herein.

### Witnesseth

#### Article I.

##### Project Specific Agreement

This PSA is to specifically identify the Project, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

#### Article II.

##### Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2012-1932 dated November 13, 2012, and additions thereto as incorporated herein by reference.
2. Project Scoping Sheets, which are attached and incorporated herein by reference as Attachment "A."
3. Current Cost Estimates and Funding Sources, which are attached and incorporated herein by

reference as Attachment “B.”

Article III.

Term of Agreement

This PSA shall become effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV, Section A, Termination.

Article IV.

Project Description

This PSA is entered into by the parties for MCIP eligible public transportation infrastructure improvements within the Town of Addison, Texas. The Project is defined as roadway improvements, utilities, drainage, and multimodal improvements on Midway Road from Spring Valley Road to Keller Springs Road, MCIP Project 20301, as more specifically described in Attachment “A.” Significant improvements will be made in this corridor to provide the necessary bicycle and pedestrian facilities needed to close a very critical gap in the overall regional trail network. These improvements include a 10’ to 12’ trail from Spring Valley Road to the future Cottonbelt Trail, intersection crossings, traffic signals, bus stops, street lighting, and landscaping. The Project will aid in roadway safety and facilitate the movement of public transportation to benefit both the Town and County by, among other things, providing alternate routes for use by pedestrians, bicyclists, and other non-motorized vehicle operators who would otherwise use public streets within the Town and the County for travel, thus resulting in a reduction in traffic conflicts between such users and motorists traveling on the same streets. The Town does hereby give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V.

Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. Town shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of Town funding for each item and obligation contained herein. County shall have no right of action against the Town as regards this PSA, specifically including any funding by Town of the Project in the event that the Town is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the Town, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI.  
Agreements  
County and Town Responsibilities

1. Town will be the Lead Agency for the Project.
2. Town and County mutually agree that the Project limits are Midway Road from Spring Valley Road to Keller Springs Road, as shown in Attachment "A."
3. Town and County mutually agree that MCIP Project 10303 (Belt Line Road) and MCIP Project 10306 (Keller Springs @ Addison Road) are to each be terminated and the remaining funding from each of these projects to be applied to this Project.
4. The agreed upon Standard Basic Project Design for the Project is as defined in the Project Scoping Sheets, Attachment "A." Such design shall be the Standard Basic Project Design for the Project and specifically does not include Road or Street Amenity, Paving and Drainage Amenities or Utility Betterments as defined in the Master Agreement. If the Town adds relocation or adjustment of Town Utilities or Utility Betterments, the Town agrees that it will pay 100% of the costs of these additions.
5. County and Town shall execute the necessary agreements for the completion of the Project mutually agreed upon and incorporated herein by this PSA.
6. The Town agrees that County may include any such item as an optional item to the construction bidding. Town further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the Town shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days of receipt. In the event the bid is accepted, Town agrees to encumber an amount adequate for the total estimated project costs as indicated in Attachment "B."
7. The Project may require the acquisition of transportation right-of-way which is, specifically, all real property needed or convenient for transportation and/or drainage purposes as shown in the Project design or right-of-way plans and specifically includes all real property outside of the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by the Town and the County. Such right-of-way acquisition shall be the responsibility of the Town as Lead Agency, and shall be funded as part of the Project costs. All property acquired shall be free and clear of all encroachments. The Town shall coordinate any necessary Town-owned utility adjustments for construction of the Project. Such acquisitions will be transferred into the Town's name as owner as the Town will be solely responsible for maintenance after construction is completed.
8. In order to certify compliance with the expenditure of the Project funding for this PSA, the Town agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the Town regarding this PSA (records). Town contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this PSA. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
9. The results of any audit may be furnished to Town for comment. In the event that any audit shall determine that moneys are owed to County, such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the United States mail, via certified mail with return receipt requested.

10. The audit provisions of this agreement shall survive the termination of this agreement until all Project claims to which the County is or may be a party, are fully paid or reduced to judgment not subject to appeal and barred by the Texas statute regarding limitation of actions.

#### Article VII.

##### Town Responsibilities

1. As the Lead Agency for this Project, the Town will provide project management of the Project from commencement of planning to completion of construction. Town will execute the necessary agreements, subject to Town Council approval, for the implementation of design and construction of the Project mutually agreed upon and incorporated herein by this PSA.
2. Town shall execute the necessary agreements for the acquisition of right-of-way and any utility relocation as required herein.
3. Town will accomplish all tasks and responsibilities of the Lead Agency as set forth in the Master Agreement. Town will provide project management in accordance with the Phase 5 Project Delivery System detailed in Exhibit "A" of the Master Agreement.
4. Town shall provide a Town Council Resolution commitment to meet the Project funding subject to Town Council authorization of required additional funds.
5. This PSA is Town approval of the preferred alignment, proposed estimated budget and funding, and City has committed to meet Project funding for each milestone.
6. Town shall use the total funding committed by Town and County solely for the purpose of eligible Project Costs.
7. Town agrees that it shall be responsible for contractual requirements with each party utilized or related to the completion of the Project. Town further agrees that it will include in its contractual or procurement specification all items necessary for full compliance with the rules, regulations and requirements of all Town, state and federal law.
8. Town shall coordinate any necessary utility adjustments for construction of the Project.
9. Town shall work to ensure design and construction is completed in a timely and effective manner.
10. Town shall allow the County an opportunity to review and comment on the design plans, change orders, and amendments.
11. Town shall inform County of all Project activity and approvals.
12. Town shall provide a final accounting of Project Costs once the planning is complete and accepted by the County. The accounting shall have sufficient detail for the County Auditor to verify Project Costs.
13. Town shall be responsible for maintaining the roadway, transportation improvements, grading area, drainage structures, striping, and signage after the Project is complete.

#### Article VIII.

##### County Responsibilities

1. County agrees to participate in the Town led project as a funding participant.
2. The County will attend task force meetings, field construction meetings and will retain right during construction to confirm progress through inspection and to review and comment on plans, change orders, and amendments.
3. The review of, comments to, and approval or acceptance of work performed by Town, its contractors or subcontractors' work, by the County shall not constitute nor be deemed either controlling or a release of the responsibility, and liability of Town regarding its consultant, employees, subcontractors, agents and consultants for the accuracy and competency of their work. Nor shall such approval and acceptance be deemed to be an assumption of such

responsibility by the County for any defect, error or omission in the work prepared.

Article IX.

Funding

County and Town mutually agree to proportionately fund the Direct Project and Program cost as follows:

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost is estimated to be Five Million, Five Hundred Sixty-Three Thousand, Seven Hundred Forty-Seven Dollars and zero cents (\$5,563,747.00).
2. County's total obligation to this Project is to provide funding in the amount not to exceed Two Million, Seven Hundred Eighty-One Thousand, Eight Hundred Seventy-Three Dollars and Fifty cents (\$2,781,873.50) to be used for eligible construction costs and reduced by the County estimated share of in-house project delivery (IHPD) costs of the total Project cost, estimated to be Sixty Thousand Dollars and no cents (\$60,000.00). IHPD costs may include all County project delivery costs including, but not limited to preliminary scoping and research, preliminary design services, design review, special services, primary design services, inspection, laboratory services, and construction.
3. The Town agrees to provide funding to this Project in the amount of at least Two Million, Seven Hundred Eighty-One Thousand, Eight Hundred Seventy-Three Dollars and Fifty cents (\$2,781,873.50), to fully match the Dallas County MCIP funding commitment.
4. The Town shall be responsible for any additional Project costs if such additional funding commitments are approved by Administrative Action signed by the Mayor or by resolution of the Town Council.
5. Town agrees, within thirty days notification by County, to encumber an amount adequate for the total estimated Project costs as determined prior to the commencement of each Project milestone as determined by the County within thirty (30) days of notification by the County. The County will pay Project costs as invoiced by the Town.
6. If the total Project costs excluding paving and drainage amenities or utility betterments should exceed the total Project cost, the Town and County agree to amend the Project's scope to remain within the current estimated not to exceed amount.

Article X.

Miscellaneous

1. **Indemnification. County and Town agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this PSA, without waiving any governmental/sovereign immunity available to County or Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**
2. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of Town and County that any entity other than Town or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual rights and responsibilities of the parties hereto.
3. Governing Law and Venue. This PSA is and shall be expressly subject to the Sovereign Immunity of County and Governmental Immunity of Town, pursuant to Title 5 of the Texas

Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either Town or County shall be in Dallas County, Texas.

4. Notice. Any notice provided for in this PSA to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested; or by registered mail, and addressed as follows:

To County: County of Dallas  
Ms. Alberta L. Blair, P.E.  
Director of Public Works  
Dallas County Administration Building  
411 Elm Street, Fourth Floor  
Dallas County, Texas 75202-3389

To Town: Town of Addison  
Jason Shroyer, P.E.  
Assistant Director – Infrastructure and Engineering Services  
16801 Westgrove Dr.  
Addison, Texas 75001

Either party may change its address for notice by giving the other party notice thereof.

5. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
6. Binding Agreement; Parties Bound. When this PSA has been duly executed and delivered by both parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
7. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
8. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
9. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
11. Entire Agreement. This PSA embodies the complete agreement of the parties, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
12. Contingent. This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the Town Council.
13. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.

14. No Joint Enterprise/Venture. Town and County agree that neither party is an agent, servant, or employee of the other party. No joint enterprise/venture exists between the Town and the County.

The Town of Addison, State of Texas, has executed this PSA pursuant to duly authorized Town Council Resolution \_\_\_\_\_, dated the \_\_\_\_ day of \_\_\_\_\_, 201\_ .

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 201\_ .

County of Dallas

Town of Addison

\_\_\_\_\_  
Clay Lewis Jenkins, County Judge

\_\_\_\_\_  
By:

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form\*:

Attest:

John Creuzot  
District Attorney

By: \_\_\_\_\_  
Jana Prigmore Ferguson  
Assistant District Attorney

\_\_\_\_\_  
Town Secretary / Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

**ATTACHMENT A**  
**Project Specific Agreement to Master Agreement Governing  
Transportation Major Capital Improvement Projects**  
**SCOPE SHEETS**  
**Project Name: Midway Road Revitalization**  
**MCIP Project 20301**

**SPECIFIC R.O.W. ALIGNMENT DESCRIPTION**

City Council approves of the Financing, Construction or Improvement on Midway Road beginning at Spring Valley Road and ending at Keller Springs Road, with an approximate width of 116'-140' or as otherwise necessary and convenient for construction of the project, as more fully described in the City/NCTCOG Thoroughfare/ Transportation Plan and consent to acquire by condemnation, right of way or easement which Dallas County Commissioners Court determines is necessary or convenient to the project.

LEAD AGENCY:	Town of Addison
LEAD AGENCY'S PROJECT MANAGER:	Lisa Pyles
CONTACT INFORMATION:	(972) 450-2878
PROJECT LIMITS:	Midway Road from Spring Valley Road to Keller Springs Road
PROJECT LENGTH:	2 Miles

**PAVEMENT AND ALIGNMENT TOPICS**

**PAVEMENT SECTION**

PAVING DESIGN CRITERIA

ROW WIDTH:

Existing:	<input type="text" value="97'-128'"/>
Proposed:	<input type="text" value="116'- 140'"/>

PAVEMENT WIDTH:

Existing:	<input type="text" value="81'"/>
Proposed:	<input type="text" value="83'"/>
No. of lanes proposed:	<input type="text" value="6"/>

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PAVEMENT CROSSFALL:

PROPOSED	2% TYP
MINIMUM	0.5%
MAXIMUM	4%

MEDIANS

MEDIAN WIDTH      Min.= 4'    Max.= 15'

ANY MID BLOCK OPENINGS TO CONSIDER?       YES     NO

ANY SIDE STREETS TOO CLOSE FOR OPENING?       YES     NO

STANDARD TURN LANE WIDTH      11'

STANDARD NOSE WIDTH      4'

PARKWAY:

Proposed Width      Min.= 5'    Max.= 22'

Proposed Sidewalk Width      Min.= 6'    Max.= 11'

Parkway cross fall slope maximum      4:1

GRADE REQUIREMENTS:

Is TC 6" below adjacent ground criteria to be followed?       YES     NO

Any deep cuts, high fills?       YES     NO

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**Project Name: Midway Road Revitalization  
MCIP Project 20301**

VERTICAL GRADE:

MINIMUM   
MAXIMUM

CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING ROW?  YES  NO

OFFSET FROM CENTER?  YES  NO If yes, what distance?

ON BRAND NEW ALIGNMENT?  YES  NO

LEFT TURN LANES:  YES  NO

If yes, are left turn lanes designated or continuous?  DESIGNATED  CONTINUOUS

MINIMUM LENGTH:   
MINIMUM STORAGE:   
WIDTH:

ANY DUAL LEFT TURN LANES?  YES  NO

ANY FREE RIGHT TURN LANES?  YES  NO

CRASH CUSHIONS/ATTENUATORS INVOLVED?  YES  NO

RAILROAD CROSSINGS INVOLVED?  YES  NO

NOTE: IF CURRENT CROSSING IS NOT USED, IS ABANDONMENT AN OPTION?  
 YES  NO  N/A

**PAVEMENT STRUCTURE**

DESIGN WHEEL LOAD



**ATTACHMENT A**  
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MINIMUM COVER FOR LATERALS

BRIDGES/BOX CULVERTS INVOLVED?  YES  NO  
If yes, specify involvement:  BRIDGE(S)  BOX CULVERT(S)

100 YEAR FLOOD PLAIN CONSIDERATION?  YES  NO  
If yes, how many feet of freeboard are required?

**PERMITS**

COE 404 PERMITS NEEDED  YES  NO  
TNRCC 401 PERMIT  YES  NO  
CDC PERMIT  YES  NO  
EIS  YES  NO  
ADA PERMIT  YES  NO

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TxDOT, DFW AIRPORT,  
DART ETC.?  YES  NO

If yes, please document below:

DART Permit, Oncor Permit

**UTILITIES**

LIST OF ALL KNOWN UTILITIES:

AT&T, Atmos Energy, CenturyLink, Explorer Pipeline Co., Fiberlight, Oncor, Sprint, Time Warner Cable,  
Verizon, Zayo, Level 3, Logix, City of Carrollton, City of Dallas, City of Farmers Branch, Town of Addison

DOCUMENT KNOWN RISKS (TRA lines, Transmission Towers, Lone Star Gas Valve  
Stations) FOR OUR UTILITY PARTNERS:

Oncor transmission lines approximately 400' north of Midway Road intersection with Proton Drive.

**ATTACHMENT A**  
**Project Specific Agreement to Master Agreement Governing  
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**Project Name: Midway Road Revitalization  
MCIP Project 20301**

ARE UTILITIES ON EXISTING STREET R.O.W.?  YES  NO

DO UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS?

YES  NO

If yes, please describe below:

Combination of utilities in existing R.O.W. and adjacent easements

HAS WORK ORDER BEEN ISSUED FOR SUE (Subsurface Utility Engineering)?

YES  NO

ANY UNUSUAL CONSIDERATIONS?  YES  NO

If yes, please document below:

**R-O-W ACQUISITION**

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION  
ALONG WITH DATA FOR RISK ASSESSMENT:  YES  NO

ROW and easement acquisition is required on approximately 27 parcels in order to accommodate the proposed roadway and sidepath trail improvements.

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE  
STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS,  
TRAILER PARKS, TREE ORDINANCES?  YES  NO

If yes, please define below:

ANY NON-CONFORMING ISSUES?  YES  NO

R.O.W. MAP NEEDED?  YES  NO

FIELD NOTES NEEDED?  YES  NO

R.O.W. PLATS NEEDED?  YES  NO

R.O.W. ACQUISITION MAYBE

RELOCATION ASSISTANCE INVOLVED?  YES  NO

**ATTACHMENT A**  
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**SCOPE SHEETS**

**Project Name: Midway Road Revitalization  
MCIP Project 20301**

PARKING/LOSS OF PARKING CONSIDERATIONS?  YES  NO  
HISTORICAL SITE CONSIDERATION?  YES  NO

**USUAL CITY TOPICS OF CONCERN**

DESIGN STANDARDS TO BE USED?

ORDER OF PRECEDENCE OF STANDARDS

AUXILIARY LANES?  YES  NO

PROVISIONS FOR FUTURE WIDENING?  YES  NO

LANDSCAPING?  YES  NO

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS?  YES  NO

STAMPED/COLORED CONCRETE?  YES  NO

IRRIGATION?  YES  NO

BRICK PAVERS?  YES  NO

If yes, please define location(s):

STREET LIGHTING?  YES  NO

TRAFFIC SIGNALS?  YES  NO

PAVEMENT MARKINGS?  YES  NO

BIKE LANES (EXTRA WIDTH)?  YES  NO If yes, specify width:

NEW SIDEWALKS?  YES  NO

**ATTACHMENT A**  
**Project Specific Agreement to Master Agreement Governing  
Transportation Major Capital Improvement Projects**  
**SCOPE SHEETS**

**Project Name: Midway Road Revitalization  
MCIP Project 20301**

BUS TURNOUTS?       YES       NO

BUS STOPS OR BUS SHELTERS?       YES       NO

WATER UTILITY BETTERMENTS?       YES       NO

WATER UTILITY RELOC.?       YES       NO

SAN. SEWER BETTERMENTS?       YES       NO

SAN. SEWER RELOC.?       YES       NO

RETAINING WALLS?       YES       NO

If yes, please specify wall type (stone, blocks, gabions, proprietary types, etc.):

Form lined concrete

SOD, SEEDING, TOPSOIL?

SOD       SEEDING       TOPSOIL       OTHER:

DRAINAGE IMPROVEMENTS?       YES       NO

RR CROSSING IMPROVEMENTS?       YES       NO       N/A

GRADE SEPARATIONS?       YES       NO

RAMPS OR CONNECTORS TO TxDOT FACILITIES?       YES       NO

If yes, please specify facility(ies) below:

**ATTACHMENT A**  
**Project Specific Agreement to Master Agreement Governing  
Transportation Major Capital Improvement Projects**  
**SCOPE SHEETS**

**Project Name: Midway Road Revitalization  
MCIP Project 20301**

**SPECIAL SCHOOL OR EMERGENCY VEHICLE  
CONSIDERATIONS**

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE  
DEPARTMENT REQUIRING SPECIAL CONSIDERATION?  YES  NO  
If yes, please list the special consideration(s) below:

**PUBLIC INVOLVEMENT**

CITY COUNCIL APPROVAL OF ALIGNMENT REQUIRED?  YES  NO

NEIGHBORHOOD MEETING, REQUIRED?  YES  NO

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT?  
 YES  NO  N/A

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY?  
 CITY  COUNTY  N/A

DOCUMENT POTENTIAL SITES FOR PUBLIC AND/OR NEIGHBORHOOD MEETINGS:

Addison Conference Center

**CONSTRUCTIBILITY REPORT**

FROM INSPECTION STAFF, DOCUMENT ANY AND ALL ISSUES THAT MAY AFFECT  
PROJECT SCOPE, BUDGET, CONSTRUCTIBILITY, THE PROJECT SCHEDULE AND/OR  
THE SAFETY OF PROJECT?

**ATTACHMENT B**  
**Project Specific Agreement to Master Agreement Governing  
Transportation Major Capital Improvement Projects**  
**CURRENT COST ESTIMATES & FUNDING SOURCES**  
**Town of Addison and Dallas County**  
**Project Name: Midway Road Revitalization**  
**MCIP Project 20301**

<b>Project Cost</b>	
	<b>Estimated Cost</b>
Midway Road	\$ 5,503,747.00
In House Project Delivery (IHPD)	\$ 60,000.00
<b>Total Cost of Project</b>	<b>\$ 5,563,747.00</b>

<b>Funding Source</b>	
<b>Source</b>	<b>Committed Amount</b>
Dallas County MCIP	\$ 2,781,873.50
Town of Addison	\$ 2,781,873.50
<b>Total</b>	<b>\$ 5,563,747.00</b>

COURT ORDER

*Original*

ORDER NO. 2012 1932

DATE: November 13, 2012

STATE OF TEXAS ¶

COUNTY OF DALLAS ¶

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 13<sup>th</sup> day of November, 2012, on motion made by Dr. Elba Garcia, Commissioner of District #4, and seconded by Maurine Dickey, Commissioner of District #1, the following order was adopted:

- WHEREAS, the matter set forth below was briefed before Commissioners Court on November 6, 2012; and
- WHEREAS, Dallas County and the Town of Addison desire to enter into a **MASTER AGREEMENT governing the MAJOR CAPITAL IMPROVEMENT PROGRAM** which authorizes improvements, and
- WHEREAS, the attached agreement is consistent with the Dallas County Strategic Plan in that the project will result in street improvements which can be credited to **Vision 1**-Dallas County is a model interagency Partner, **Vision 3**-Dallas County is safe, secure and prepared, **Vision 4**-Dallas County proactively addresses critical regional issues, and **Vision 5**-Dallas County is the destination of choice for residents and businesses, and
- WHEREAS, the City has agreed to fulfill the responsibilities as defined in the **MASTER AGREEMENT** and participate with the **COUNTY** on at least a fifty/fifty basis for funding of the improvements submitted to the current and future "Call For Projects", and
- WHEREAS, the Director of Public Works recommends execution of the attached **MASTER AGREEMENT governing the MAJOR CAPITAL IMPROVEMENT PROGRAM** as described above.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Dallas County Commissioners Court that the Dallas County Judge is hereby authorized and directed to execute attached **MASTER AGREEMENT governing the MAJOR CAPITAL IMPROVEMENT PROGRAM** with the Town of Addison.

DONE IN OPEN COURT, this the 13<sup>th</sup> day of November, 2012.

*Clay Lewis Jenkins*  
Clay Lewis Jenkins, County Judge

*Maurine Dickey*  
Maurine Dickey, District #1

*Mike Cantrell*  
Mike Cantrell, District #2

*John Wiley Price*  
John Wiley Price, District #3

*Dr. Elba Garcia*  
Dr. Elba Garcia, District #4

Recommended For Approval:  
*Alberta Blair*  
Alberta Blair, P.E.,  
Director of Public Works

**MASTER AGREEMENT GOVERNING  
MAJOR CAPITAL IMPROVEMENT PROGRAM**

**THIS MASTER AGREEMENT** is made by and between the Town of Addison, Texas, hereinafter called "City" or "Town", and Dallas County, Texas, hereinafter called "County", acting by and through its duly authorized officials, which desire to enter into an Interlocal Agreement, hereinafter called "Master Agreement," for the purpose of Transportation Improvements on roads inside Dallas County that are on the North Central Texas Council of Government's Regional Thoroughfare Plan (the County and the Town are sometimes referred to herein together as the "parties" and individually as a "party").

**WITNESSETH**

**WHEREAS**, pursuant to Court Order 2002-1375, dated July 30, 2002, County Commissioners Court ("Commissioners Court") approved participation in Transportation Major Capital Improvement Program within the cities inside Dallas County; and

**WHEREAS**, the approved project lists may be modified, updated or approved by the Commissioners Court on a periodic, as-needed basis; and

**WHEREAS**, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into interlocal agreements to perform governmental functions and services, including, without limitation, functions and services for streets, roads, and drainage; and

**NOW THEREFORE, THIS AGREEMENT** is hereby made and entered into by City/Town and County for the mutual consideration stated herein and the said parties agree as follows:

**ARTICLE I. DEFINITIONS**

The following definitions are incorporated into this agreement for all purposes.

- A. **AMENDMENT** shall mean a written document executed by all parties detailing changes, additions or deletions in the Master Agreement.
- B. **AMENITY** shall mean Project features not included in the Standard Basic Project Design including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the Standard Basic Project Design or any increase in capacity in excess of County determined requirements based on anticipated future traffic flow.
- C. **CITY/TOWN** shall mean the City/Town of Addison, Dallas County, Texas.
- D. **CONTEXT SENSITIVE SOLUTIONS (CSS)** is a collaborative, interdisciplinary approach that involves all stakeholders to develop a transportation facility that fits its physical setting and preserves scenic, aesthetic, historic and environmental resources, while maintaining safety and

mobility. CSS is an approach that considers the total context within which a transportation improvement project will exist. CSS principles include the employment of early, continuous and meaningful involvement of the public and all stakeholders throughout the Project development process. It is the intent of Dallas County, through its Public Works Department, to use the essential elements of CSS in all approaches to deliver the Project. Some Projects will dictate very intense use of CSS, while others will only use a few of the elements, but the County will always consider CSS.

- E. **COUNTY** shall mean County of Dallas, State of Texas.
- F. **DIRECT PROJECT and PROGRAM COSTS** shall mean those costs that can be identified specifically with a particular Project or program cost objective. These costs generally include compensation of employees for the time devoted and identified specifically to the performance of the Project or program, cost of materials acquired, consumed or expended specifically for the purpose of the Project or program; equipment changes; damage claims and other approved capital expenditures; change orders; travel expenses incurred specifically to carry out the Project including, but not limited to, design, right-of-way, road or street drainage, utility relocation and adjustment and construction. Direct Project and Program Costs do not include either City/Town or County general overhead.
- G. **EFFECTIVE DATE** shall mean the date of the signature of the last person necessary for this **Master Agreement** to become effective (as set forth in Article II, below).
- H. **EXTRA TERRITORIAL JURISDICTION- (ETJ)** shall mean the unincorporated area outside the incorporated boundaries of the municipality as determined in Chapter 42 of the Texas Local Government Code, as amended.
- I. **FIVE PHASE PROJECT DELIVERY SYSTEM** shall mean the process for delivering a Project from conception to completion as detailed in Exhibit A, attached hereto and incorporated herein, and as well as any additions or supplements thereto. The five phases of the Five Phase Project Delivery System are planning, design, right of way, utility clearance, and construction.
- J. **FUNDING AGREEMENT** shall mean the agreement between the County and the City/Town to establish a preliminary proposed budget for a Project. As design is completed and the engineering estimate is refined, the Funding Agreement shall be incorporated into the Project Specific Agreement.
- K. **INDIRECT COSTS** shall mean those costs that benefit more than one Project and cannot be readily identified with a particular final Project or program cost objective. Their precise benefits to a specific Project are often difficult or impossible to trace.
- L. **IN-HOUSE PROJECT DELIVERY COSTS** shall mean all costs associated with the development of the Major Capital Improvement Program (MCIP) "Call for Projects", selection of Projects, scoping of Projects, Project design, property acquisition and construction of Projects. In-House Project Delivery Costs accounting shall include but are not limited to employee time reimbursement, materials, equipment and other expenditures necessary for the management and continuation of the MCIP.
- M. **INTERLOCAL AGREEMENTS** shall mean contracts or agreements entered into between City/Town and County in accordance with Texas Government Code Chapter 791.

- N. **LEAD AGENCY** shall mean that entity responsible for Project management, including, but not limited to planning, design, right-of-way acquisition, approved utility relocation or adjustment and construction, unless otherwise designated.
- O. **MASTER AGREEMENT** shall mean this document (entitled "Master Agreement Governing Major Capital Improvement Program") including all incorporated documents, attachments, and exhibits.
- P. **MEMORANDUM OF AGREEMENT (MOA)** shall mean a written document agreed to by each party which incorporates the results of the Preliminary Design Charrette.
- Q. **MULTI-MODAL CONNECTIVITY IMPROVEMENTS** shall mean Projects which comply with the concepts in the 2005 SAFETEA-LU Act, any amendments, or any future federal transportation acts which increase safety, accessibility, flexibility, efficiency, and enhance the integration and connectivity of the transportation system, across and between modes throughout the County for motorized and non-motorized users.
- R. **ORPHAN ROADS** shall mean all or part of a street or road right of way which are outside the incorporated limits of a municipality (or municipalities) and the incorporated area of the municipality (or municipalities) abuts or extends into the right of way. These roadway segments have, in effect, been "orphaned" by the abutting city/town (or cities) that they serve in that they have been left unincorporated. Thus the County has primary responsibility for maintenance, operation, enforcement, police and/or emergency services within these unincorporated rights of way.
- S. **PARCEL OR PARCELS** shall mean those portions or parts of land and improvements located either wholly or partially thereon, identified by County, City/Town or other stakeholder as required for right-of-way requirements of the Project. Such right-of-way shall include the existing street, road, drainage or other City/Town or County real property ownership and all additional real property to be utilized for the Project.
- T. **PRELIMINARY CONCEPT CHARRETTE (PCC)** shall have the same meanings and purposes as the Preliminary Design Charrette, but be conducted very early in the design start, before substantial design is underway. The conditions for which a PCC is appropriate will be determined by the Lead Agency, but will usually be a greater uncertainty of what the road improvement will involve, the purposes, varying contexts (e.g. transit oriented development, recreational oriented development, industrial oriented development, etc.). Use of CSS will usually mean that a PCC will be conducted, since its use fits perfectly into CSS concepts. Other conditions encountered may dictate the use of a PCC, such as poor soils, presence of unconsolidated solid waste dumps, innovative integration of master planning with project delivery, unusual ROW challenges, budgetary constraints (thus calling for significant value engineering efforts), etc. The results of properly using a PCC will be that early consensus will be achieved on a basic approach to the Project design and construction, thus avoiding wasted design funding and loss of momentum for Project delivery.
- U. **PRELIMINARY DESIGN CHARRETTE (PDC)** shall mean a meeting of decision making stakeholders and other members of the Project team for the purpose of discussing feasible design alternatives, forging strong consensus among all stakeholders for the selected alternative, and entering into an MOA for the overall estimate, alignment and scope of the Project. The PDC will be scheduled when the Project preliminary design is complete or near completion. This means horizontal and vertical alignment alternatives have been designed, ROW requirements are at least approximately known for each alternative, and the design is 40% to 60% complete. The result of a PDC that is conducted with all the stakeholders present

is that the strong consensus achieved will help assure the Project is able to overcome any challenges with design completion, ROW acquisition, utility design and relocation, and finally, road construction.

- V. **PROJECT MANAGER** shall mean the person appointed by the Lead Agency who is assigned the primary duty for assuring Project Team coordination and timely Project delivery. There will be only one Project Manager assigned to a Project.
- W. **PROJECT TEAM** shall mean representatives from County, City/Town, and other stakeholders as may be mutually agreed upon by County, City/Town and stakeholders or otherwise with responsibility for delivering the completed Project.
- X. **PROJECT(S)** shall mean the proposed thoroughfare and Multi-Modal Connectivity Improvements approved by the Commissioners Court for inclusion in the transportation MCIP and approved by the City/Town.
- Y. **PROJECT DURATION** shall mean the active life of the Project. Project shall commence with the application for a Project by the City/Town and acceptance by the Dallas County Commissioners Court. Project shall be considered complete when construction has been fully completed and the one year maintenance period has expired or the Project has been terminated in accordance with Article IV of this Agreement.
- Z. **PROJECT SPECIFIC AGREEMENT or PROJECT SUPPLEMENTAL AGREEMENT (PSA)** shall mean an agreement subsequent to this Master Agreement which is entered into to establish the contractual rights and responsibilities of the City/Town and County as it relates to a particular Project. A PSA supersedes the MOA or Funding Agreements unless otherwise stated in the PSA.
- AA. **RIGHT OF WAY (ROW)** is a strip of land that is granted, through a ROW deed, an easement or other mechanism, for the Project. ROW shall mean that real property or property interest identified by County or City/Town as necessary for the construction of the Project, which shall include the existing street, road, drainage or other City/Town or County real property ownership and all additional real property to be utilized for the Project.
- BB. **SCOPING SHEETS** shall be attached to each PSA. These sheets will set forth the design criteria to be used for the Project that is the subject of the Scoping Sheets, including the alignment, appropriate specifications, typical section and other parameters of the Project. As project goals and needs are more clearly defined the Scoping Sheets shall be updated and revised by the project manager to reflect current construction goals.
- CC. **STAKEHOLDERS** shall mean any entity that has an interest in the Project.
- DD. **STANDARD BASIC PROJECT DESIGN** shall mean the standard County-approved City/Town criteria for paving, bridges, drainage and appurtenances, traffic control items including pavement markings, warranted uniform signals, street light foundations, pull boxes, conduits, sidewalks, medians, storage/turn lanes, access, required structural retaining walls and standard driveways excluding road or street amenities, or such design criteria as may be mutually agreed upon in a Project Scoping Sheets.
- EE. **TxDOT** shall mean the Texas Department of Transportation.
- FF. **UTILITIES** shall mean each City/Town utility, public utility, common carrier, governmental or quasi-governmental facility, fiber optic facility, or other facility located within the limits of the Project by virtue of Texas or Federal law or agreement between an entity and the City/Town, County, or State of Texas.

- GG. **CITY/TOWN UTILITY** shall mean those Utilities owned or operated by City/Town which requires relocation or adjustment for the purpose of the construction of the Project as identified by Project plans.
- HH. **UTILITY IN PUBLIC RIGHT-OF-WAY** shall mean all Utilities located within the public ROW and within the limits of any governmental entity.
- II. **UTILITY IN PRIVATELY OWNED RIGHT-OF-WAY** shall mean all Utilities, excluding City/Town Utilities, whose facilities are located within a private easement.
- JJ. **UTILITY BETTERMENT** shall mean any increase in the capacity of any Utility's facility adjusted or relocated as a part of the Project as compared to the existing facility, or any upgrading of a Utility's facility above the standard practices, devices or materials, specified by the Utility and customarily used by City/Town or Utility on projects solely financed by City/Town or Utility. Provided, however, that any adjustments necessary to successfully accomplish the Project shall not be considered a Utility Betterment, and further, that any increase in the capacity of a Utility facility resulting solely from the replacement of devices or materials no longer regularly manufactured, processed or installed shall not be considered a Utility Betterment, provided that such replacement shall be only to the standard devices or materials currently used on other projects financed solely by City/Town or Utility. This meaning shall apply to utilities that are part of the Project as well as the standard basic street components (See "Standard Basic Project Design").

## **ARTICLE II. PERIOD OF THE AGREEMENT**

This Master Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed (the date of such signing being the "Effective Date"). This Master Agreement shall expire ten years from the Effective Date unless terminated in accordance with Article IV.

## **ARTICLE III. AMENDMENTS**

This Master Agreement may be amended with the mutual consent of the City/Town and County. Any amendment must be in writing and approved by the parties' respective governing bodies through either a Court Order from Commissioners Court or a City/Town Council Resolution.

## **ARTICLE IV. TERMINATION, DEFAULT, TIME OF THE ESSENCE AND FORCE MAJEURE**

### **A. TERMINATION**

- a. This Master Agreement may be terminated by any of the following:
  1. By expiration of the term of this Master Agreement.
  2. By either party, by notice in writing establishing the effective date of termination to the other party (the "defaulting party") as consequence of the defaulting party being in default of the provisions of this Master Agreement or any Project Supplemental Agreement or failure to timely provide funding, with proper

allowances being made for circumstances beyond the control of the defaulting party.

3. By either party with at least ninety days written notice to the other party.
  4. By mutual written consent and agreement of the County and the Town/City.
- b. Should either party terminate this Master Agreement as herein provided, all existing, fully executed Project Supplemental Agreements made under this Master Agreement shall not be terminated (except as may be authorized or allowed by the terms of any Project Supplemental Agreements) and shall automatically incorporate all the provisions of this Master Agreement.
  - c. In the event that any Project Supplemental Agreement is terminated prior to completion of the Project, no additional Direct Project and Program Costs shall be incurred other than Direct Project and Program Costs due and payable at the time of termination for services actually performed or that shall become due and payable due to such termination. The Lead Agency, to the extent permitted, may terminate all Project contracts, unless written notice is given by either party to the other of its intent to complete the Project, and prepare a final accounting for the Project.
  - d. If the Project is terminated by the City/Town prior to the award of any construction contract and the Project is located within the City/Town limits, City/Town shall pay to County the full amount of Direct Project and Program Costs expended by County on the Project and County shall transfer to City/Town its rights and all deliverables that it may be entitled to receive under the existing professional services or other Project contracts or agreements. Such amount shall be included in the final accounting for the Project. Such amount shall be due and payable in full ninety (90) days subsequent to the termination, or thirty days subsequent to delivery of final accounting.
  - e. Once the construction contract for a Project has been awarded by the governing body of the Lead Agency, except upon the written agreement of the parties or as otherwise set forth herein or in a PSA, the PSA for that Project cannot be terminated until completion of the construction.
  - f. In the event that a Project is terminated prior to the award of the construction contract, either party may, upon written notice to the other party, take over the anticipated work for the terminated Project and prosecute the work to completion by contract or otherwise at its sole cost and expense. In the event that the party so completing the work (the "Completing Party") is not the Lead Agency, it is agreed that the Project Manager will furnish to the Completing Party a listing of current records pertaining to any outstanding obligations or other records or information required by any Project contract, including any work order, or requested in writing by Completing Party in either printed or electronic format or both. If the Completing Party is not the Lead Agency, the Lead Agency agrees to reasonably cooperate with the Completing Party (but such cooperation shall not require the Lead Agency to expend any funds). If the Completing Party is not the Lead Agency, the Lead Agency will use its best efforts to transfer to the Completing Party all contracts regarding the Project. Obligations under such contracts shall become the sole obligation of the Completing Party upon transfer. The Completing Party agrees to timely pay all future obligations under such contract as they become due and payable. The Completing Party hereby releases the Lead Agency from any and all liability under such assigned contracts subsequent to date of transfer, effective upon the transfer date. If the Completing Party is not the Lead Agency, the Lead Agency shall exercise its best efforts to insure a transition of services without interruption.

Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.

- g. Provisions b. through g. of this section A. of Article IV. shall survive the termination of this Master Agreement and any PSA and shall be a continuing obligation until the transition of services, all payments made and the Projects are complete. All items listed or required in this provision shall be furnished by Lead Agency to Completing Party without additional cost or expense to Completing Party.

**B. FORCE MAJEURE:**

Neither County nor City/Town shall be deemed in violation of this Contract if it is prevented from performing any of its obligations hereunder by reason of, for or through strikes, stoppage or shortage of labor, failure of transportation, riot, fire, flood, invasion, insurrection, accident, order of court, judge or civil authority, an act of God, or any other cause reasonably beyond the party's control and not attributable to its neglect. In the event of such an occurrence, the time for performance of such obligations or duty shall be suspended until such time that such inability to perform shall be removed. The party claiming the suspension shall give written notice of such impediment or delay in performance to the other party within ten (10) days of the notifying party's actual knowledge of such occurrence (but a failure to give such notice within the said time period shall not affect the suspension of the period of time to perform). Each party shall make reasonable efforts to mitigate the effects of any suspension. The provisions of this Article IV section B shall survive the termination of this Master Agreement.

**ARTICLE V. LIABILITY FOR ACTS AND OMISSIONS**

**County and City/Town agree that both County and City/Town shall each be responsible for their own negligent acts or omissions or other tortious or non-tortious conduct in the course of performance of this Master Agreement without waiving any sovereign or governmental immunity available to either County or City/Town under Texas or other law (including, without limitation, the Texas Constitution) and without waiving any available defenses or tort limitation under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. The provisions of this Article V shall survive the termination of this Master Agreement.**

**ARTICLE VI. LEAD AGENCY**

- A. Lead Agency shall be that entity which is responsible for the Project from conception through to completion of construction. City/Town and County may choose for County to manage a Project through design and construction and for City/Town to acquire ROW.
- B. In the event that the City/Town is the Lead Agency, the City/Town shall:
  - a. Provide Project management and leadership from Project selection to construction completion following the Five Phase Project Delivery System as detailed in Exhibit A, attached hereto, and as well as any additions or supplements thereto;
  - b. Lead Agency shall be responsible for hosting the Preliminary Concept Charrettes and or Preliminary Design Charrettes and neighborhood public workshops;

- c. Acquire ROW necessary for the Project;
  - d. Enter into or obtain whatever agreements or permits are necessary for Project completion;
  - e. Provide County with opportunity for significant input in plan development and periodic progress reviews; and
  - f. Provide records for periodic auditing for either financial accounting or engineering accounting or both.
- C. For City/Town-led Projects in which the City/Town is considering to specify transportation infrastructure elements exceeding the Standard Basic Project Design criteria, County funding will only be eligible to the Standard Basic Project Design criteria unless the City/Town and County have arrived at mutual agreement through involvement of the County during the initial design phases including the design partnering kick-off meeting and as necessary the Preliminary Concept Charrette and Preliminary Design Charrette meetings.

### **ARTICLE VII. CITY/TOWN COVENANTS**

The City/Town covenants and agrees as follows:

- A. To execute with reasonable promptness the necessary agreements for the implementation of design and construction of the Projects mutually agreed upon and incorporated herein by a PSA.
- B. To provide a City/Town Council resolution adopting approved preferred alignment, proposed estimated budget, and commitment to meet Project funding for each milestone as specified herein or in the Funding Agreement and/or PSA.
- C. To provide a City/Town Council resolution adopting the subdivision regulation in the ETJ as defined in Article XVII below.
- D. City/Town agrees to share the funding of each Project with County on an equal share basis of 50%/50% (or an otherwise agreed cost sharing arrangement as may be specified in a Funding Agreement and/or PSA) with the following exclusions:
  - a. City/Town shall bear the entire cost of:
    - 1. City/Town owned utilities relocation or adjustment such as water and sanitary sewer facilities, except utility adjustments directly attributable to storm sewer improvement conflicts;
    - 2. Amenities including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the Standard Basic Project Design;
    - 3. Utility Betterments
    - 4. Direct Project and Program Costs of City/Town when it is fulfilling the role of Lead Agency unless Direct Project and Program Costs are supported by a detailed hourly accounting system equal to County's accounting system.
    - 5. City/Town Indirect Costs.
- E. When mutual written agreement has been reached as to a Project's concepts, design elements and limits by County and City/Town at (or within a reasonable period of time following) a PDC, City/Town agrees, subject to applicable law, to seek to acquire ROW required for the designated Project by voluntary dedication, the subdivision platting process, or other legal means, and to seek

to ensure through the building permitting process that setback requirements are imposed to limit encroachment upon the required ROW. City/Town agrees to fund ROW not acquired, but reasonably expected to be acquired. City/Town also agrees to fund the removal of improvements that are encroachments within existing or proposed ROW areas.

- F. In the event any proposed use of the Project ROW will conflict with the proposed Project and City/Town is unable to obtain such ROW (the “conflicting parcel”) as described above, City/Town shall notify County of such conflict. County and City/Town shall determine if the acquisition of the conflicting parcel is needed because it is impacted by the Project. In the event that agreement is reached that the conflicting parcel should be acquired and the parcel is acquired, the parcel acquisition cost shall be included in the pro rated cost of the Project in the agreed upon proportions.
- G. City/Town hereby grants the County authority to enter into eminent domain proceedings within the City/Town limits on specific ROW alignments and/or Projects as approved by the both the City/Town and County where County is the Lead Agency or where County by mutual agreement of the parties has the responsibility to acquire ROW for a Project.
- H. To require all utility companies located within or using the present public ROW on all designated transportation Projects within City’s/Town’s municipal limits to adjust and/or relocate Utilities owned by such utility companies as required by the proposed improvement of the designated transportation Project. City/Town Utilities shall be relocated or adjusted at no cost to County except as may be specifically set forth in this Master Agreement or any Project Supplemental Agreement.
- I. City/Town agrees to timely schedule and fairly consider issues relating to billboards, advertising signs, non-conforming uses, zoning and similar restrictions that require action by the governing or administrative body of City/Town to minimize cost and delay of a Project. Additional Project cost caused or contributed to by City/Town failure to timely schedule and consider such matters shall be paid in full by City/Town. Additional Project costs caused or contributed to by adoption of or changes to ordinances, orders, or laws made by either party subsequent to execution of any Project Supplemental Agreement for a Project shall be borne in full by the party making such adoption or change.
- J. To the extent allowed by law, City/Town shall require the adjustment and/or relocation of Utilities to be accomplished and finalized, as expeditiously as possible after approval of Project final plans to prevent Project schedule delays. Notwithstanding anything contained herein to the contrary, all Utilities shall be adjusted or relocated and the ROW clear for construction not later than thirty (30) days prior to the award of the Project construction contract. City/Town will notify the County and other stakeholders when utility conflicts would impact progress of Project completion. County and City/Town agree to work cooperatively and with all Stakeholders to solve any problems with relocation or adjustment of Utilities, to include helping to engage elected officials in the problem resolution with the goal to prevent delays in the commencement or prosecution of construction of the Project.
- K. Where planned roadway improvements (including, but not limited to storm drainage) are in conflict with City/Town owned water and sanitary sewer systems, that could otherwise remain in place, the actual costs of the necessary adjustment of City/Town water and sewer utilities shall be pro rated at the overall percentage agreed to by City/Town and County for cost sharing. City/Town shall be responsible for funding one hundred percent (100%) of any Utility Betterment as well as 100% of any relocation that is caused by City/Town installation during the Project Duration. Except as provided herein, all costs for adjustment and/or relocation of utilities in the public ROW shall be the responsibility of the Utility Owner or of the City/Town Utility. Any Project delay damages, to

the extent caused by City/Town Utility failure to timely relocate or adjust the City/Town Utility facility, shall be at the entire cost of City/Town.

- L. To provide for continuing surveillance and control of ROW to prevent the construction, placement, storage or encroachment of any signs or personal property that is not authorized to be constructed, placed, stored, or encroaching in the existing or proposed ROW. In the event that such signs or personal property are authorized by City/Town to encroach on necessary ROW during the duration of the Project, City/Town shall bear the entire cost of removal or relocation of said encroachment.
- M. To provide to County for County's or County's designee's use, at no cost, adequate copies of all construction standards, codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by County to be required for the completion of the Project. Additionally, City/Town shall furnish County, at no cost, such documents as necessary to keep all items previously furnished to County current.
- N. Actively participate and provide authorized representation with decision making power at PCC and/or PDC, preconstruction meeting, partnering meetings and Project Team meetings which are necessary to Project development/completion and fiduciary relationships.
- O. City/Town agrees to provide timely review of interim submittals. What constitutes "timely" review will be negotiated by the parties during the PCC and/or PDC as a part of the Project schedule. City/Town further agrees that if no review notes are submitted by City/Town in writing to County on a timely basis, plans are approved as submitted.
- P. When City/Town is the Lead Agency, City/Town agrees to allow forty-five days for County review of submittals and any comments agreed upon by City/Town shall be incorporated into final document.
- Q. City/Town agrees that it will pay all additional Project costs for any City/Town requested discretionary change subsequent to the City/Town opportunity to review the sixty five percent (65%) design plans, including, but not limited to Amenities and Utility Betterments, to the extent a requested discretionary change increases the cost of the design or construction of the Project.
- R. Provide at City's/Town's cost for the continuing maintenance of all Project ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction.
- S. During the construction of the Project and after completion of the Project, City/Town will be responsible, to the extent the Project is located within the corporate limits of the City/Town, for the control, operation, police enforcement and/or emergency services, without cost or contribution from the County.
- T. After the completion of a Project and the period of any maintenance bond period for the Project, the City/Town will be responsible for all future maintenance without cost or contribution from the County.
- U. Bear the entire cost of design, construction and administration for landscaping, streetscaping, streetlighting, as such items are not included in the Standard Basic Project Design, and other Amenities specified or requested by City in excess of Standard Basic Project Design.
- V. It is the intent of this Master Agreement that the County will be the Lead Agency. In the event that the City/Town and County agree in writing that City/Town will manage and administer one or more Projects, City/Town and County will enter into a PSA as to that Project(s). In such instance, City/Town agrees to assume all Lead Agency responsibilities except as may be set forth in the PSA as determined by mutual consent.

**ARTICLE VIII. UTILITY IMPACTS.**

- A. In cases of a Utility In Privately Owned ROW, where it is necessary to relocate the Utility facility or make adjustments to the Utility facility by reason of the widening or improvement of the designated Project, the County (or City/Town if acting as the Lead Agency) will, after submission of ROW documentation and cost estimates by the Utility company that owns the said facilities that are acceptable to the City/Town, County and other stakeholders, assign the actual costs for the relocation and/or adjustment of said Utility facility to the Project.
- B. In cases where a Utility in Public ROW, excluding City/Town Utilities, occupies any portion of the Project ROW by Texas or Federal law or by agreement with the City/Town that allows or permits the City/Town to cause the relocation or adjustment of the Utility facilities for the construction of the Project, the City/Town shall timely require and enforce the relocation or adjustment requirement at no cost to the Project. In the event that the City/Town has no legal or contractual right to cause the relocation or adjustment, the said Utility facilities shall be relocated or adjusted and all costs thereof shall be Project costs.

**ARTICLE IX. COUNTY COVENANTS**

The County covenants and agrees as follows:

- A. To provide, as a Project cost, preliminary engineering for each Project which will define Project details, e.g., location, scope of work and specific right of way alignment for each improvement. Such preliminary engineering shall be submitted to the City/Town for approval, prior to proceeding with the final design and any Right Of Way acquisition.
- B. To provide, as a Project cost, for the construction of transportation improvements based upon design criteria conforming to Standard Basic Project Design in conformity with applicable City/Town ordinances and standards, to the extent of Commissioners Court approved program funding. The scope of work for the Project shall include the agreed upon design standards as the basis for improvement criteria. Deviations from mutually agreed upon application of City/Town standards and/or design criteria shall require prior approval of City/Town. Where City/Town standards do not exist, TxDOT standards as of the Effective Date of this Master Agreement shall be utilized unless otherwise mutually agreed by a PSA.
- C. To actively participate and provide authorized representation with decision making power at PCC and/or PDC, preconstruction meeting, partnering meetings and Project Team meetings which are necessary to Project development and completion and fiduciary relationships.
- D. To provide Project management of each Project where County is Lead Agency from commencement to completion of construction. City and County may further agree by mutual consent to redefine Project management roles as beneficial to the Project as defined in an MOA and/or Project Supplemental Agreements.-
- E. Upon receipt of written request detailing the information requested, to provide information related to the Project to City/Town or City's/Town's designee at no cost to the City/Town.
- F. County agrees to provide review of interim submittals regarding each Project within forty-five days and hereby agrees that if no review notes are submitted with such time period by County (if

City/Town is filling the role as Lead Agency) in writing to City/Town, plans are approved as submitted.

- G. To submit final engineering plans for review and written approval by City/Town at least thirty (30) days prior to advertising for bids to construct the Project.
- H. To provide for the acquisition, including, without limitation, acquisition by eminent domain, of the necessary additional ROW, on designated Projects, in accordance with minimum standard requirements and utilizing existing public ROW to the maximum extent possible as a Project cost.
- I. To require all contractors to secure all necessary permits required by City/Town on said construction Projects.
- J. To furnish record drawings of construction plans for the permanent records of City/Town within twelve (12) months upon completion and acceptance of the transportation improvement Project.
- K. To transfer the real property or property interest acquired by County and used for the Project to City/Town.
- L. In the event County and City agree in writing that City will be the Lead Agency for the agreed upon Project, County will reimburse City for agreed costs as detailed in Article XIII. (Funding) in an amount not to exceed the Project cost as approved by Dallas County Commissioners Court and incorporated in the PSA. All County payments shall be in accordance with County policies and procedures or as may be mutually agreed between the parties and incorporated in a PSA.
- M. When County is the Lead Agency, County agrees to allow forty-five days for City/Town review of submittals and any comments agreed upon by County shall be incorporated into final document.

#### **ARTICLE X. PRELIMINARY DESIGN CHARRETTE (PDC), PRELIMINARY CONCEPT CHARRETTE (PCC)**

- A. City/Town and County, as specified in Articles VII and X, respectively, will designate officials or representatives to participate in a PCC and/or PDC to be conducted on a mutually agreeable date and location. At least part of this meeting will be conducted on the Project site.
- B. Results from PCC will identify the general Project scope, the basic approach and concepts to be taken with the Project, the elements of CSS that will be included, and some ideas for alignment alternatives. Lead Agency will already have been determined, and as well as Project administration and management roles, to include the Project Manager. Key Project Team participants shall be introduced to stakeholders at the PCC and or PDC. Results from the PDC will identify the preferred alignment of the Project which all stakeholders can support and build momentum behind, and provide all stakeholders a commitment for Project delivery schedules and Project budgets.

#### **ARTICLE XI. FISCAL FUNDING**

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City/Town shall have no right of action against the County as regards this Master Agreement, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient

funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of City/Town funding for each item and obligation contained herein. County shall have no right of action against the City/Town as regards this Master Agreement, specifically including any funding by City/Town of the Project in the event that the City/Town is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City/Town, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

## **ARTICLE XII. FUNDING**

A. City/Town and County mutually agree to proportionately fund the Direct Project and Program Costs as agreed by the parties in a PSA. Unless otherwise specified in the PSA, County shall bear and pay for fifty percent (50%) of the total Direct Project and Program Costs excluding the Amenities, relocation or adjustment of City/Town Utilities, Utility Betterments, Indirect Costs, Direct Project and Program Costs not supported by detailed hourly accounting system and other items as specified in this Master Agreement, any Funding Agreement, or any PSA. County shall not be responsible for any amount of funding in excess of the Project not-to-exceed amount as shown in the PSA.

Unless otherwise specified in the PSA, City/Town shall bear fifty percent (50%) of the total Direct Project and Program Costs. In addition, City/Town agrees to fund all other City cost as provided herein, including, but not limited to, Amenities, relocation or adjustment of City/Town Utilities, Utility Betterments, Indirect Cost, Direct Project and Program Cost not supported by detailed hourly accounting system and other items as specified in this Master Agreement, any Funding Agreement, or any PSA.

B. Unless otherwise stated in a PSA, the milestones for each Project shall be (1) preliminary and primary design, (2) ROW acquisition and utility relocation or adjustment, and (3) construction. The Lead Agency shall prepare an estimated cost for each milestone. Upon approval of the cost by the other party, each party shall fund its share of the respective milestones by placing that amount of money in an escrow account or otherwise encumber the funds to insure that the Lead Agency will have sufficient funding available from current revenue for the timely payment of Project milestone costs. The Lead Agency may bill the other party for periodic payments for the actual amount of work completed toward the completion of the milestone. Upon completion of the milestone, the non-management party will be furnished a notice that such work has been completed and the amount of funding that may be utilized to pay subsequent milestone Project costs. Notwithstanding any other term or condition contained herein or in any PSA, neither party will be required to award any contract until written certification has been received that funding has been placed in escrow or encumbered for the payment of the non-awarding party's portion of the Project cost.

C. In the event that the cost of the Project shall exceed the not-to-exceed amount, City/Town and County agree to either reduce the scope of construction or seek additional funding to complete the

Project at the agreed upon cost share percentages. At the termination of the Project, the Lead Agency will do a final cost accounting of the Project. In the event that the amount paid by either party exceeds its portion of the actual cost, the difference will be remitted to such party. In the event that additional funds are due, the Lead Agency will bill the other party who agrees to pay such funds within thirty (30) days of receipt of such billing (provided the payment of such funds is not in dispute).

D. If City/Town elects to manage a Project, County will reimburse City/Town based on invoices for actual costs expended as supported by documentation approved by County Auditor. Any and all supporting documentation required by County Auditor shall be included with an invoice from City/Town.

E. Upon execution of a PSA, City/Town shall escrow an amount adequate for initial Project costs which County may use to pay for initial professional services required for scoping, preliminary, and primary design.

F. City/Town and County shall enter into a Funding Agreement and/or PSA to establish commitments as required for each Project. Suggested timeframes for Funding Agreements, PSAs and/or any amendments are:

- a. As soon as a Project is accepted by Commissioners Court and as a result of the kick off partnering meeting, a Funding Agreement to establish Lead Agency for preliminary engineering and general funding responsibilities and procedures for reimbursement by Participating Agency; or
- b. When the preliminary engineering plans are at 60% complete; or
- c. After construction bids are opened amend the PSA as needed.

### **ARTICLE XIII. NO THIRD-PARTY BENEFICIARY ENFORCEMENT.**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all right of action relating to such enforcement shall be strictly reserved to City/Town and County and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person. This Master Agreement and of its terms and provisions are solely for the benefit of the parties hereto and are not intended to, and do not, create or grant any rights, contractual or otherwise, to any third person or entity. It is the express intention of City/Town and the County that any entity other than City/Town or the County receiving services or benefits under this Master Agreement shall be deemed an incidental beneficiary only. This Agreement is intended only to set forth the contractual right and responsibilities of the parties hereto.

### **ARTICLE XIV. RIGHT OF ENTRY**

The City/Town agrees that County shall have the right to enter upon the Project area for the time period necessary for the completion of the Project. Subject to the City/Town's determination that City/Town police or other City/Town personnel are available and provided the City/Town does not have to pay overtime to any such police or other City/Town personnel (unless the City/Town elects to do so), City/Town agrees to furnish such police or other City/Town personnel as requested by County for traffic control or other public safety matters at no cost to the Project or County.

**ARTICLE XV. LIST OF PROJECTS**

City/Town agrees that it has been furnished with a list of the potential Projects as approved by the Dallas County Commissioners Courts, subject to the agreement between the parties of a PSA. City/Town stipulates and agrees that the Commissioners Court Order approving the Projects identifies the potential Project location and describes the type of Project in sufficient detail, and that the City/Town is fully aware of the location and type of Projects being considered.

**ARTICLE XVI. ORPHAN ROAD POLICY;**

The County encourages all cities adjacent to Orphan Roads in the County to develop, commit to and submit a plan to the County for completing the annexation of the Orphan Road segments and assuming full responsibility for these roadways. In instances where two cities abut the same Orphan Road segment, the County encourages the two cities to jointly develop a plan of the annexation of that segment. The County offers its assistance to the cities in developing such plans.

- A. The County, at the discretion of the Commissioners Court, may give additional selection value to Projects in cities that have submitted a specific plan for the annexation of Orphan Roads when the County selects, approves and schedules Projects for funding in the County’s major MCIP. Such preference may also be given in approving Projects for road and bridge district participation (Type “B” work).
- B. The County, at the discretion of the Commissioners Court, may also refuse to participate in discretionary Projects, such as road and bridge district Projects or MCIP Projects, in a City/Town that elects not to pursue the annexation of Orphan Road segments that abut its boundaries. Failure to notify the County of the City’s/Town’s intent to annex and/or failure to submit a plan for annexation in a timely manner shall be construed by the County as the City’s/Town’s election not to pursue annexation.
- C. The County, at the discretion of the Commissioners Court, may select specific Orphan Road segments for improvement when a City commits to annexation of the segment upon completion of the Project. However, the specific plan for annexation of Orphan Roads submitted by the City/Town will not be limited to annexation upon completion of improvements by the County. The County improvements may be made as road and bridge Projects or as MCIP Projects (subject to other MCIP criteria including regional thoroughfare plan designation and City/Town cost participation).
- D. This policy application is prospective and Projects selected by the County and approved by the Commissioners Court prior to the date of the adoption of this policy shall not be impacted by this policy.
- E. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting orphan road segments.
- F. The provisions of this Article XVI shall survive the termination of this Master Agreement.

**ARTICLE XVII. SUBDIVISION REGULATIONS IN THE  
EXTRA TERRITORIAL JURISDICTION**

County and City/Town agree that City/Town is the office that is authorized to: (1) accept plat applications for tracts of land located in the extraterritorial jurisdiction; (2) collect all applicable plat application fees; (3) provide applicants one response indicating approval or denial of the plat

application; and (4) establishes a single set of consolidated and consistent regulations related to plats, subdivision construction plans, and subdivisions of land. The provisions of this Article XVII shall survive the termination of this Master Agreement.

### **ARTICLE XVIII. MISCELLANEOUS GENERAL PROVISIONS**

- A. **Applicable Law.** This Agreement and all matters pertinent thereto shall be construed under, governed by, and enforced in accordance with the laws of the State of Texas and exclusive venue shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Agreement is expressly made subject to County's and City/Town's sovereign immunity, Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and Federal laws.
- B. **Entire Agreement.** This Agreement, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.
- C. **Severability.** If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- D. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.
- E. **Federal or State of Texas Funding.** In the event that any Project work or part thereof is funded by State of Texas or U. S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City/Town agrees to timely comply therewith without additional cost or expense to County.
- F. **Headings.** The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provision.
- G. **Number and Gender.** Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.
- H. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- I. **Notice.** Any notice provided for in this Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or three (3) business days after being deposited in the United States Mail, postage prepaid, certified, returned receipt requested, or registered addressed as follows:

To County: County of Dallas  
Director of Public Works  
Dallas County  
Administration Building  
411 Elm Street, Fourth Floor  
Dallas, Texas 75202-3389

To City/Town: Town of Addison, Texas  
Director of Public Works  
PO Box 9010  
Addison, Texas 75001-9010

Either party may change its address for notice by giving the other party notice thereof.

J. **No Assignment.** Neither party hereto shall, nor has the authority to, assign, transfer, or otherwise convey, in whole or in part, this Master Agreement or any portion hereof, without the prior written consent of the other party.

K. **Authorized Persons.** County and City/Town represent one to the other that, as to the undersigned officers and/or agents signing this Master Agreement on their behalf, the said officers and/or agents are the properly authorized persons for them and have the necessary authority to execute this Agreement on their behalf.

The City/Town of Addison, State of Texas, has executed the Agreement pursuant to duly authorized City/Town Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number 2012-1932 and passed on the 13<sup>th</sup> day of November, 2012.

**TOWN OF ADDISON**

BY R. Whitehead  
TITLE City Manager

DATE 10-25-12

ATTEST [Signature]  
CITY SECRETARY \ ATTORNEY

**COUNTY OF DALLAS**

BY [Signature]  
Clay Lewis Jenkins, County Judge

DATE November 13, 2012

APPROVED AS TO FORM:  
Craig Watkins  
District Attorney  
\*By: [Signature]  
Sherril Turner  
Assistant District Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

## Work Session and Regular Meeting

11.

**Meeting Date:** 12/10/2019

**Department:** Infrastructure- Development Services

**Pillars:** Excellence in Asset Management  
Excellence in Transportation Systems

**Milestones:** Implement the Asset Management Plan

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### **AGENDA CAPTION:**

Consider Action on a **Resolution to Approve an Agreement for Professional Engineering Services Between the Town of Addison and Kimley-Horn Associates Inc, for the Belt Line Road Signals Design Project and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$57,000.

### **BACKGROUND:**

The Fiscal Year (FY) 2020 budget included \$800,000 for the implementation of projects identified in the recently completed Asset Management Plan. One of the projects scheduled under that line item is improvements to the intersections of Belt Line Road and Addison Road and Belt Line Road and Beltway Drive. This item would approve an agreement for professional engineering services with Kimley-Horn and Associates (Kimley-Horn) for the design of accessibility and signal system improvements at those intersections.

The signals at these intersections were installed in 1981 and are nearing the end of their life cycle. Both intersections are in the high-risk category from the 2018 Asset Management Plan. Also, the Town's Americans with Disabilities Act (ADA) Transition Plan identified several accessibility deficiencies at these intersections.

In 2017, Kimley-Horn was selected through a Request for Qualifications for general engineering and design services for the Town. Their prior experience with the Town's signal system and their work on the Town's ADA Transition Plan will be valuable in this design work.

The scope of work is for the design of improvements related to compliance with the ADA and updated traffic signal standards. In particular, it will include those improvements that are associated with pedestrian accessible ramps, crosswalks and crosswalk marking improvements, and the relocation of traffic signal poles and other utilities that might interfere with accessibility, as well as relocating those that are currently in the medians. Kimley-Horn will gather data about the intersection and the existing traffic signal system, property ownership and current easement information and incorporate it into their final design. All existing utilities

will be identified and marked in the event that relocation is needed as a part of this project.

The total cost of the design of the improvements to the two intersections is \$57,000 and is budgeted in the Fiscal Year 2020 Self-Funded Special Project Fund. The FY2020 budgeted amount was \$100,000. The design is expected to take 8 months to complete once the Notice to Proceed is issued.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Professional Engineering Services Agreement with Kimley- Horn Associates, Inc

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

**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 KIMLEY-HORN ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$57,000, FOR THE BELT LINE ROAD SIGNALS DESIGN PROJECT, 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 Kimley-Horn Associates, Inc., in an amount not to exceed \$57,000.00, for Belt Line Road signal designs project, 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 **10<sup>th</sup>** day of **DECEMBER 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 (TOWN)  
AND  
KIMLEY-HORN AND ASSOCIATES, INC. (CONSULTANT)  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

Made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019,

BETWEEN the Town:     The Town of Addison, Texas  
                                  16801 Westgrove Drive  
                                  Addison, Texas 75001  
                                  Telephone: (972) 450-7001

and the Consultant:     Kimley-Horn and Associates, Inc.  
                                  3455 Noel Road  
                                  Two Galleria Office Tower, Suite 700  
                                  Dallas, Texas 75240  
                                  972-770-1300

for the following Project:   Belt Line Road Signal Designs

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 **Kimley-Horn**, 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, Design of new traffic signals for the intersections of Belt Line Road & Beltway Road, and Belt Line Road & Addison Road/Inwood Road, within the Town of Addison, Texas; hereinafter referred to as "Project"; and

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

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

**Professional Services Agreement**  
(Kimley-Horn/Belt Line Road Signals)

Page 1

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

**ARTICLE 1  
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement. The standard of care for all professional service performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the Town.
  - 1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" which have not been issued as a duly executed, written change order by the Addison Town 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 Town 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 TOWN MANAGER.** Project Managers, Superintendents, and/or Inspectors of the Town are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit "B"** and incorporated herein by reference for all purposes.
- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this

Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit "B." However, the Town agrees that the Consultant is only able to perform the services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

## 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 "Article 1, Consultant's Services," compensation for this Project shall be on a Type of Payment Basis not to exceed **Fifty Seven Thousand and 00/100 Dollars (\$57,000)**, ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B." **The final five percent (5%) of the Consultant's Fee, or Two Thousand Eight Hundred Fifty and 00/100 Dollars (\$2,850), 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 Final Report** – If applicable to the scope of services under this agreement, Town and Consultant agree that the Final Report shall be completed, submitted to, and accepted by the Town prior to payment of the **final five percent (5%) of the**

**Consultant's Fee, or Two Thousand Eight Hundred Fifty and 00/100 Dollars (\$2,850).** The electronic formatting shall be consistent with the standards established in Town of Addison Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents, if any, 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 City, and upon receipt of a written request by City, 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 City to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the City, 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 City. City and Consultant agree that if requested by the City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

**3.1.3 Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Consultant shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Consultant shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by such agencies at no additional charge to City.

**3.2 Direct Expenses – Direct Expenses are included in the Consultant's Fee as described** in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," and consistent with Exhibit "C," Town of Addison Guidelines

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

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

**Standard Rate Schedule**

(Hourly Rate)

Senior Professional II	\$245 - \$270
Senior Professional I	\$185 - \$255
Professional	\$165 - \$215
Senior Technical Support	\$120 - \$195
Technical Support	\$90 - \$105
Analyst	\$110 - \$180
Support Staff	\$ 80 - \$ 120

*Effective through June 2020*

- 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 immediately upon completion of each individual task listed in Exhibit “B.” On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21<sup>st</sup>) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining

balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

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

#### ARTICLE 4 OWNERSHIP OF DOCUMENTS

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

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

by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of Exhibit "F," such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, 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.

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

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same.

In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit "F" and incorporated herein for all purposes.

If the Agreement is required to go to the City 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 City's execution of this Agreement.

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

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

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

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

#### **ARTICLE 9 DISPUTE RESOLUTION / MEDIATION**

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

## ARTICLE 10

### INDEMNITY

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

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

IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

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:

**Assistant Director of Infrastructure Services**

Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

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

**Kimley-Horn**

David M. Halloin, Project Manager  
3455 Noel Road  
Two Galleria Office Tower, Suite 700  
Dallas, Texas 75240

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

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

#### **ARTICLE 12 MISCELLANEOUS**

- 12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "F," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modifies except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:
- 12.1.1 Exhibit "A," Scope of Services.
  - 12.1.2 Exhibit "B," Compensation Schedule / Project Billing / Project Budget.
  - 12.1.3 Exhibit "C," Town of Addison Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
  - 12.1.6 Exhibit "D," Town of Addison Contractor Insurance Requirements.
  - 12.1.7 Exhibit "E," Affidavit.
  - 12.1.8 Exhibit "F", Conflict of Interest Questionnaire, Form CIQ.
- 12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the Town as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third-party billing.
- 12.3 **Successors and Assigns** – Town and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.

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

Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

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

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

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

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

**TOWN:**  
Town of Addison, Texas

By: \_\_\_\_\_  
Lisa A. Pyles  
Director of Infrastructure and Development Services

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

**CONSULTANT:**  
Kimley-Horn and Associates, Inc.

By: \_\_\_\_\_  
  
Eric Z. Smith, Assistant Secretary

Date: \_\_\_\_\_  
10/27/19

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.

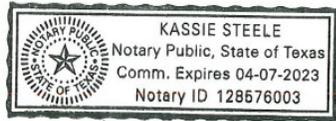
\_\_\_\_\_  
Notary Public In and For the State of Texas  
My commission expires: \_\_\_\_\_

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 Eric Z Smith 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 23 day of October, 2019.

Kassie Steele  
\_\_\_\_\_  
Notary Public In and For the State of Texas  
My commission expires: 4-7-23



**Exhibit "A"**  
**Scope of Services**  
**Agreement by and between the Town of Addison, Texas (Town)**  
**and Kimley-Horn(Consultant)**  
**to perform Professional Engineering Services for**  
**Belt Line Road Signal Designs**

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**Project Understanding**

The Town of Addison will replace the existing traffic signals at Belt Line Road & Beltway Road and Belt Line Road & Addison Road. The Consultant will perform the professional Engineering services described herein for the Client. The project will include design survey, project meetings, and traffic signal design at the intersections of Belt Line Road & Beltway Road and Belt Line Road & Addison Road.

**Professional Services**

**Survey**

*Data Collection and Property Research*

The Consultant will gather (through a sub-contractor) the following data:

- Gather existing plat information.
- Collect property owner and record information.
- Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e. plats, court house filings, etc.). Undocumented easements may not be identified. We cannot guarantee all easements will be found. We would need to retain a title company or abstractor to insure all easements are shown.
- Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.

*Design Survey*

The Consultant will gather (through a sub-contractor) the following data:

- Establish horizontal control points.
- Establish a vertical control benchmark circuit as needed throughout the project.

- Set control points, which will be based on NAD-83 on both sides of the roadway.
- Perform a limited field survey to identify and locate certain existing topographic elements within the survey limits. Survey is anticipated to consist of:
  - Property corner monumentation
  - Existing pavement (including material type), curbs, sidewalks, barrier free ramps
  - Roadway pavement markings
  - Existing storm sewer inlets, manholes, junction boxes (including culvert sizes, material type and invert elevations)
  - Storm sewer outfalls, bridges, and erosion control
  - Existing driveway culverts and swales including flow lines
  - Guardrail
  - Surface visible indications of utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
  - Utility markings placed in the field by one call services
  - Street signs (excluding temporary signs)
  - Trees (Dense stands of trees and those outside the ROW can be generally described by their limits) Includes tree 6" and larger. We will not include tagging or identification by arborist.
  - Exterior wall of buildings and permanent structures
  - Retaining walls

At the outset of the project, the Consultant will prepare for and attend one (1) kickoff meeting with the Client to begin the exchange of data to be provided to the Consultant. Also, various policy issues related to signal timing will be discussed.

### **Traffic Signal Design**

#### *Project Meetings*

At the outset of the Project, the Consultant will prepare for and attend one meeting with the Town to discuss project requirements and any special design or coordination needs. After the 60% submittal, the Consultant will prepare for and attend one meeting with Town staff to receive comments.

#### *Base Map and Specifications Assembly*

The Consultant will conduct a field investigation to verify existing signage and traffic control devices. This along with the topographic survey will form the basis for signal design. The Consultant will use applicable Town and TxDOT design standards and specifications.

#### *Design Phase*

The design will be prepared using base mapping from the survey and field investigation. The design will be prepared at 1" = 40' on 11" x 17" plan sheets using MicroStation V8i. The design will be based on and include information gathered during the initial kick-off meetings. The traffic signal design will include the following plan sheets.

- Title Sheet
- Traffic Signal Notes
- Quantity Sheet
- Existing Conditions Sheet (where applicable) showing existing intersection and roadway layout, signs, pavement markings, other notable above ground features, and the recorded utilities.
- Traffic Signal Layout Sheets including overhead signs and pedestrian elements.
- Traffic Signalization Detail Sheet with tabulation of quantities, electrical chart, timing table, detectors, and general notes
- Proposed Pavement Marking & Signage Sheet
- Standard Detail Sheets as may be applicable

#### **Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates, or as lump-sum services as part of negotiated additional scope. Additional services we can provide include, but are not limited to, the following:

- Presentations and/or additional meetings
- Additional submittals
- Development of coordinated traffic signal timing plans
- Coordination with other Cities, beyond that anticipated in the scope of services

### **Information Provided by the Town**

The following information will be provided by the CITY:

- Existing survey information (as applicable)
- Construction plans for planned roadway improvements (as applicable)

### **Schedule**

The Consultant will provide its services as expeditiously as practicable and work with the Town to maintain a mutually agreeable schedule.

### **Deliverables**

Layouts prepared by the Consultant will be submitted for review and comment by the Town. The Consultant's project deliverables will include:

1. 30% Submittal – The consultant will submit electronic PDF construction drawings to the CITY for distribution and review.
2. 60% Submittal – The consultant will submit electronic PDF construction drawings to the CITY for distribution and review.
3. 90% Submittal – The consultant will submit electronic PDF, Opinion of Probable Construction Cost, and specifications/special provisions in accordance with the 90% submittal format.
4. 100% (Final) Submittal – The consultant will provide one full set of sealed original drawings and one full set of specifications/special provisions. Professional will submit Opinion of Probable Construction Cost in MS Excel file format.

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

**Agreement by and between the Town of Addison (Town)  
and Kimley-Horn (Consultant)  
to perform Professional Engineering Services for  
Belt Line Road Signal Designs**

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

**Fee and Expenses**

Consultant will perform the services under this agreement on lump-sum basis, with invoicing based on percent complete for each task. The maximum labor fee not to exceed \$57,000.00.

The Per-task Lump Sum Fee Schedule is as follows:

Task	Fee
Survey	\$ 12,000
Traffic Signal Design – Belt Line Road & Addison Road	\$ 25,000
Traffic Signal Design – Belt Line Road & Beltway Road	\$ 20,000
<b>TOTAL</b>	<b>\$ 57,000</b>

Consultant will not exceed the total maximum labor fee shown without authorization from Town.

For hourly work authorizations, labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by Grapevine. Any lump-sum work authorizations will be billed monthly based on percentage of work complete.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Engineer project number.

**Kimley-Horn and Associates, Inc.**

**Standard Rate Schedule**

(Hourly Rate)

Senior Professional II	\$245 - \$270
Senior Professional I	\$185 - \$255
Professional	\$165 - \$215
Senior Technical Support	\$120 - \$195
Technical Support	\$90 - \$105
Analyst	\$110 - \$180
Support Staff	\$ 80 - \$ 120

*Effective through June 2020*

**EXHIBIT "C"**  
**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

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

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

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

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

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

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

**EXHIBIT "D"**  
**TOWN OF ADDISON PROFESSIONAL SERVICES/CONSULTANT**  
**INSURANCE GUIDELINES**

**REQUIREMENTS**

Contractors performing work on CITY OF ADDISON property or public right-of-way shall provide the CITY 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 CITY OF ADDISON. Contractors shall provide CITY 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 CITY 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. CITY OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

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

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](mailto: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 City of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately, or no later than thirty (30) days, notify the City of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the City 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 City 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 City 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 City 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 CITY OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to CITY OF ADDISON within 10 working days.

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

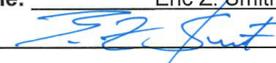
**AGREEMENT**

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for CITY 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 City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

**Project/Bid#** \_\_\_\_\_

**Company:** Kimley-Horn and Associates, Inc.

**Printed Name:** Eric Z. Smith

**Signature:**  **Date:** 10-23-19

**EXHIBIT "E"**  
**AFFIDAVIT**

THE STATE OF TEXAS                   §  
  §  
THE COUNTY OF DALLAS               §

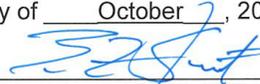
I, Eric Z. Smith, a member of Kimley-Horn and Associates, Inc., make this affidavit and hereby on oath state the following:

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: \_\_\_\_\_.
- X None of the Above.

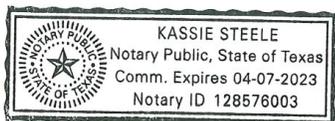
Upon filing this affidavit with the Town of Addison, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this 23rd day of October, 2019.

 /Assistant Secretary  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Eric Z. Smith 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 23 day of October, 2019.



  
Notary Public in and for the State of Texas  
My commission expires: 4-7-23

**Professional Services Agreement**  
(Kimley-Horn/On-call Traffic Engineering)

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

<b>FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity	
<p><b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b> This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b> <hr/> Date Received
<p><b>1. Name of person who has a business relationship with local governmental entity.</b></p> <p style="margin-left: 40px;">KIMLEY-HORN AND ASSOCIATES, INC.</p>	
<p><b>2. Check this box if you are filing an update to a previously filed questionnaire.</b> <input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p><b>3. Name of local government officer with whom filer has employment or business relationship.</b></p> <p style="margin-left: 40px;">                     _____                      NONE                      Name of Local Government Officer                 </p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?      Yes <input type="checkbox"/>      No <input checked="" type="checkbox"/></p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?      Yes <input type="checkbox"/>      No <input checked="" type="checkbox"/></p> <p>Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?      Yes <input type="checkbox"/>      No <input checked="" type="checkbox"/></p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p style="margin-left: 40px;">                     _____                      NONE                      _____                      _____                      _____                      _____                 </p>	

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

4. Signature of person doing business with the governmental entity Date:	
 _____ Signature	10-23-19 _____ Date

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

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

- Mayor: Joe Chow
- Council Members:
- Marlin Willesen, Council Member
  - Guillermo Quintanilla, Council Member
  - Lori Ward, Council Member
  - Paul Walden, Council Member
  - Ivan Hughes, Council Member
  - Tom Braun, Council Member
- City Manager: Wesley S. Pierson

**Work Session and Regular Meeting**

12.

**Meeting Date:** 12/10/2019

**Department:** Development Services

---

**AGENDA CAPTION:**

Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance to Change the Zoning on Property Located at 5004 Addison Circle, Which Property Is Currently Zoned Urban Center, UC, by Approving a Special Use Permit for a Restaurant with the Sale of Alcoholic Beverages for On-Premises Consumption Only.** Case 1804-SUP/EI Rincon.

**BACKGROUND:**

**COMMISSION FINDINGS:**

The Addison Planning and Zoning Commission, meeting in regular session on November 19, 2019, voted to recommend approval of a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises consumption only in order to permit a new restaurant with a patio subject to the following condition:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.

Voting Aye: Catalani, Dougan, Meleky, Resnik, Souers, Wheeler

Voting Nay: none

Absent: none

**SPEAKERS AT THE PUBLIC HEARING:** none

Please refer to the attached staff report for additional information on this case.

**RECOMMENDATION:**

Administration recommends approval.

---

**Attachments**

Resolution - Special Use Permit for Case 1804 EI Rincon

Staff Report - SUP/EI Rincon

SUP Plans - SUP/EI Rincon

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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A SPECIAL USE PERMIT FOR A RESTAURANT AND FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION FOR PROPERTY LOCATED AT 5004 ADDISON CIRCLE; 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; SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the property located at 5004 Addison Circle, is zoned Urban Center, UC; and

**WHEREAS**, at its regular meeting held on November 19, 2019, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption (Case No.1804-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 restaurant and authorizing the sale of alcoholic beverages for on-premises consumption only, on the property located at 5004 Addison Circle, 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, and building elevations, which are attached hereto as **Exhibit A** and made a part hereof for all purposes.
- (b) The Special Use Permit granted herein for a restaurant with the sale of alcoholic beverages for on-premises consumption only shall be limited to that particular area designated on the final site plan as encompassing a total area not to exceed 3,826 square feet.

- (c) No signs advertising sale of alcoholic beverages shall be permitted other than those authorized under the Liquor Control Act of the State of Texas, and any sign ordinance of the Town of Addison, Texas.
- (d) The sale of alcoholic beverages under this Special Use Permit shall be permitted in restaurants. Restaurants are hereby defined as establishments which receive at least sixty percent (60%) of their gross revenues from the sale of food.
- (e) Said establishment shall make available to the city or its agents, during reasonable hours its bookkeeping records for inspection, if required, by the city to insure that the conditions of subparagraph (d) above are being met.
- (f) Any use of property considered as a nonconforming use under the Comprehensive Zoning Ordinance of the Town of Addison shall not be permitted to receive a license or permit for the sale of alcoholic beverages.
- (g) 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 Permits granted herein.
- (h) If a license or permit to sell alcoholic beverages on property covered by this Special Use Permit is revoked, terminated or cancelled by proper authorities, the City Council may authorize hearings to be held for the purpose of considering a change of zoning repeal of the Special Use Permits granted herein.
- (i) The establishment shall not use the term “bar”, “tavern”, or any other terms or graphic depictions that relate to the sale of alcoholic beverages on any signs visible from the exterior of the premises.

**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 it is the intention of the City Council that this ordinance be considered in its entirety, as one ordinance, and should any portion of this ordinance be held to be void or unconstitutional, then said ordinance shall be void in its entirety, and the City Council would not have adopted said ordinance if any part or portion of said ordinance should be held to be unconstitutional or void.

**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.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **10<sup>TH</sup>** day of **DECEMBER 2019.**

**TOWN OF ADDISON, TEXAS**

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

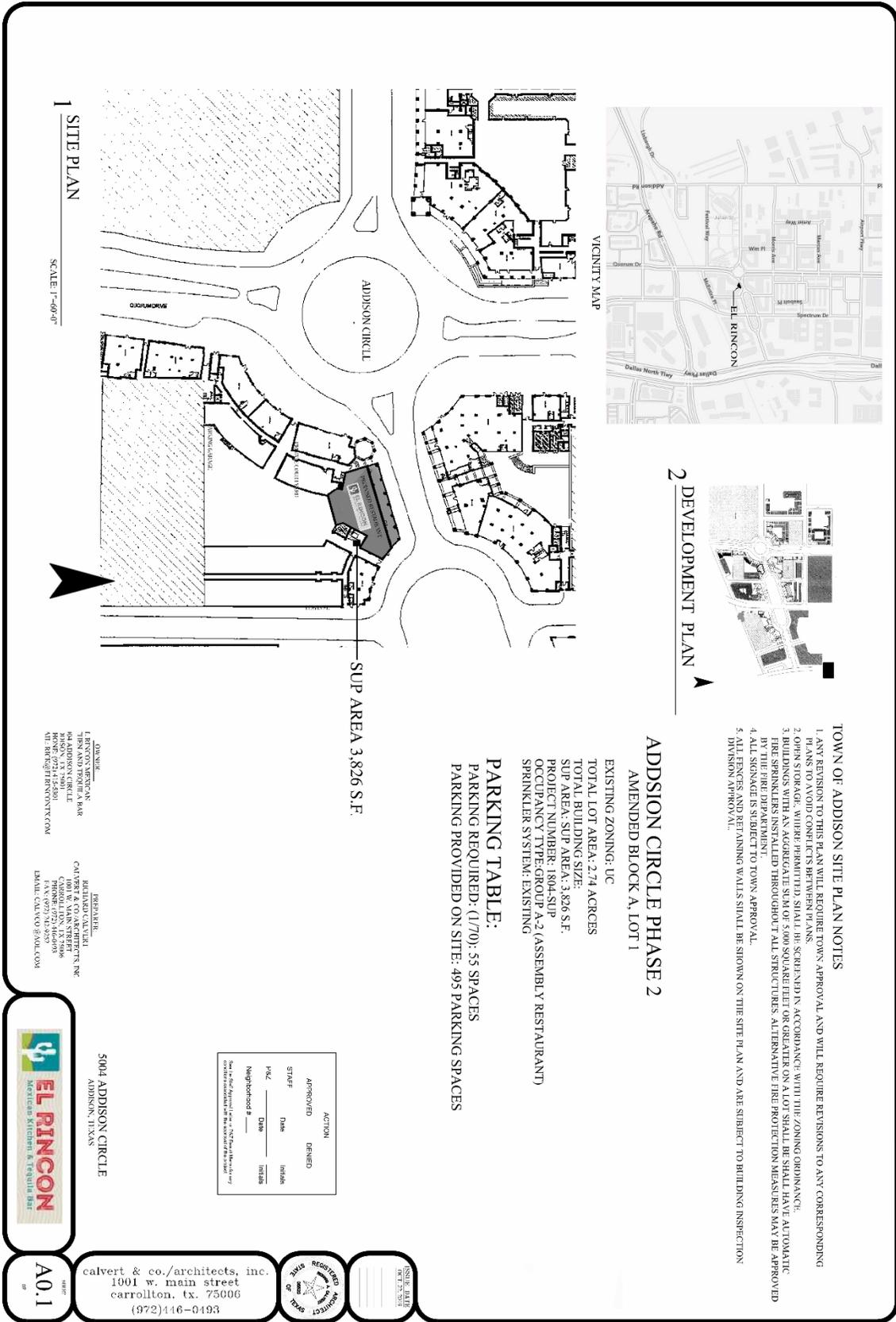
**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

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

# EXHIBIT A



**1 SITE PLAN**

SCALE: 1"=40'-0"



VICINITY MAP

**2 DEVELOPMENT PLAN**



- TOWN OF ADDISON 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. OTHER STORAGE, YARD OR FREIGHT TRUCK SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
  3. SIGNAGE SHALL BE SCREENED TO THE SOUTH OF 5000 SQUARE FEET OR ORIENTATION OF SIGN SHALL BE AUTOMATICALLY SCREENED 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.

**ADDISON CIRCLE PHASE 2  
AMENDED BLOCK A, LOT 1**

EXISTING ZONING: UC  
 TOTAL LOT AREA: 2.74 ACRES  
 TOTAL BUILDING SIZE:  
 SUP AREA: SUP AREA: 3,826 S.F.  
 PROJECT NUMBER: 1804-SUP  
 OCCUPANCY TYPE: GROUP A-2 (ASSEMBLY RESTAURANT)  
 SPRINKLER SYSTEM: EXISTING

**PARKING TABLE:**  
 PARKING REQUIRED: (1/70): 55 SPACES  
 PARKING PROVIDED ON SITE: 495 PARKING SPACES

SUP AREA 3,826 S.F.

**DRAWN BY:**  
 T. RIVERO, RIVERO & COMPANY, INC.  
 104 ADDISON CIRCLE  
 ADDISON, TX 75001  
 TEL: 972/481-9200  
 WWW.RIVEROANDCOMPANY.COM

**REGISTERED ARCHITECT:**  
 CALVERT & COMPANY ARCHITECTS, INC.  
 1001 W. MAIN STREET  
 CARROLLTON, TX 75006  
 TEL: 972/416-0193  
 EMAIL: CALVCO@CALVCO.COM

ACTION		APPROVED	DENIED
STAFF	Date	Initials	Initials
PKC	Date	Initials	Initials
Neighborhood #	Date	Initials	Initials

This is not intended to be a contract. The design is subject to change without notice. The user of this design is responsible for obtaining all necessary permits and approvals from the appropriate authorities.

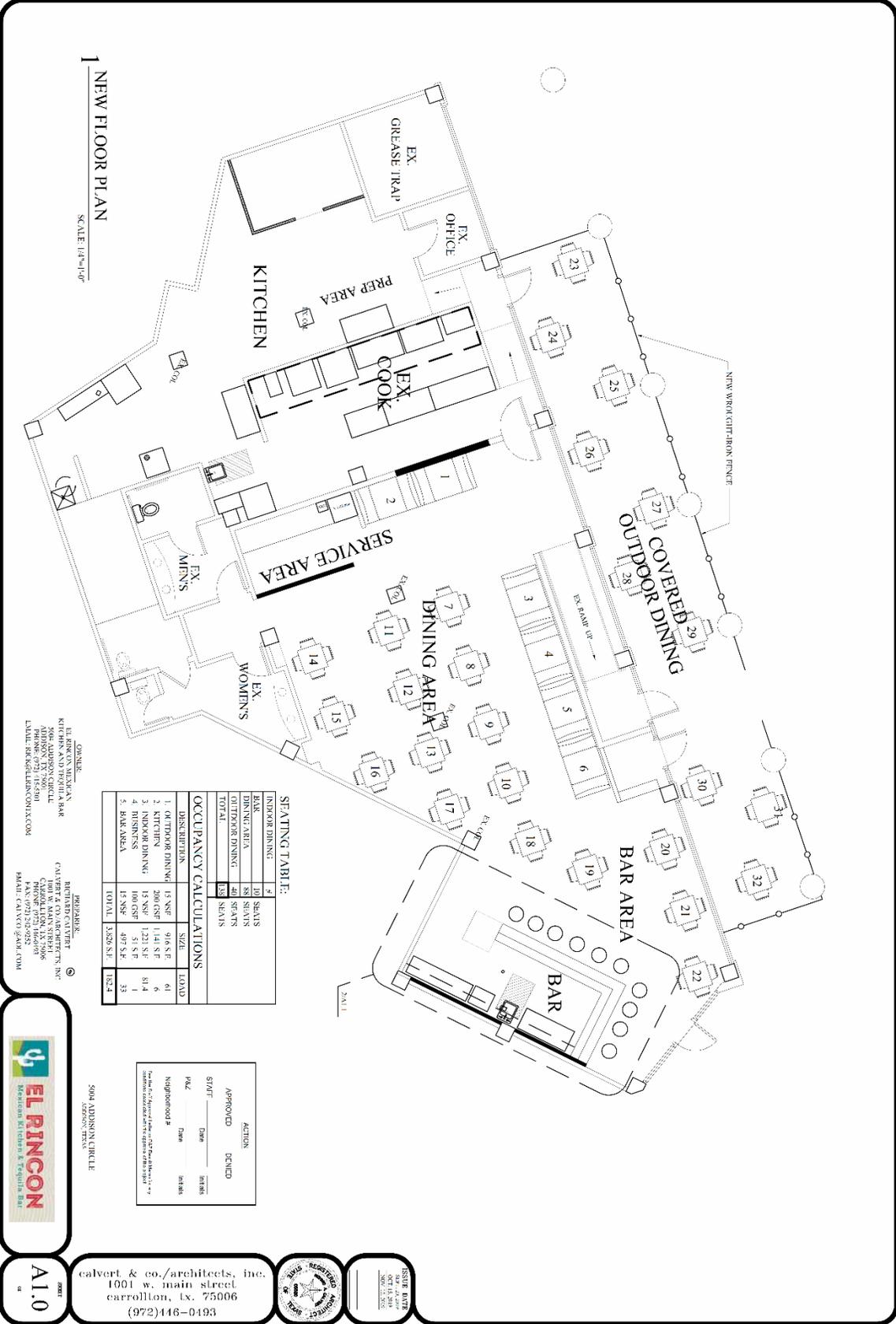


5004 ADDISON CIRCLE  
 ADDISON, TEXAS

**A0.1**

calvert & co./architects, inc.  
 1001 w. main street  
 carrollton, tx. 75006  
 (972)416-0193







1 EXISTING NORTH ELEVATION  
SCALE: 3/32"=1'-0"



2 EXISTING NORTHEAST ELEVATION  
SCALE: 3/32"=1'-0"

**FACADE PLAN NOTES:**

1. THIS FACADE PLAN FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING ASKS FOR THE REVIEW AND APPROVAL.
2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE. ALL CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
3. ALL SIGNAGE SHALL BE SUBJECT APPROVAL.
4. ROOF ACCESS SHALL BE PROVIDED INTERNALLY. THIS IS OTHERWISE PERMITTED BY THE CITY BUILDING OFFICIAL.

NOTE:  
NO OUTDOOR CLIMATE CONTROL DEVICES ALLOWED

ACTION	
APPROVED	DENIED
STAFF	DATE
PAGE	REASON
Neighborhood #	Plan
	History

**DRAWN:**  
H. RIVKON, ARCHITECT  
KITTY SHAN AND TROYA BAR  
ARCHITECTS, INC.  
1100 W. MAIN STREET, SUITE 100  
CARROLLTON, TEXAS 75006  
PHONE: (972) 446-5000  
FAX: (972) 446-5001  
WWW.HRIVKONARCHITECTS.COM

**REDESIGNED:**  
RENTINGHILL COLLECTIVE  
CALVERT & CO. ARCHITECTS, INC.  
1001 W. MAIN STREET, SUITE 100  
CARROLLTON, TEXAS 75006  
PHONE: (972) 446-5000  
FAX: (972) 446-5001  
WWW.CALVERTANDCO.COM



5001 ADRIAN CIRCLE  
CARROLLTON, TEXAS

2021  
A2.0  
OF

calvert & co./architects, inc.  
1001 w. main street  
carrollton, tx. 75006  
(972)446-0493

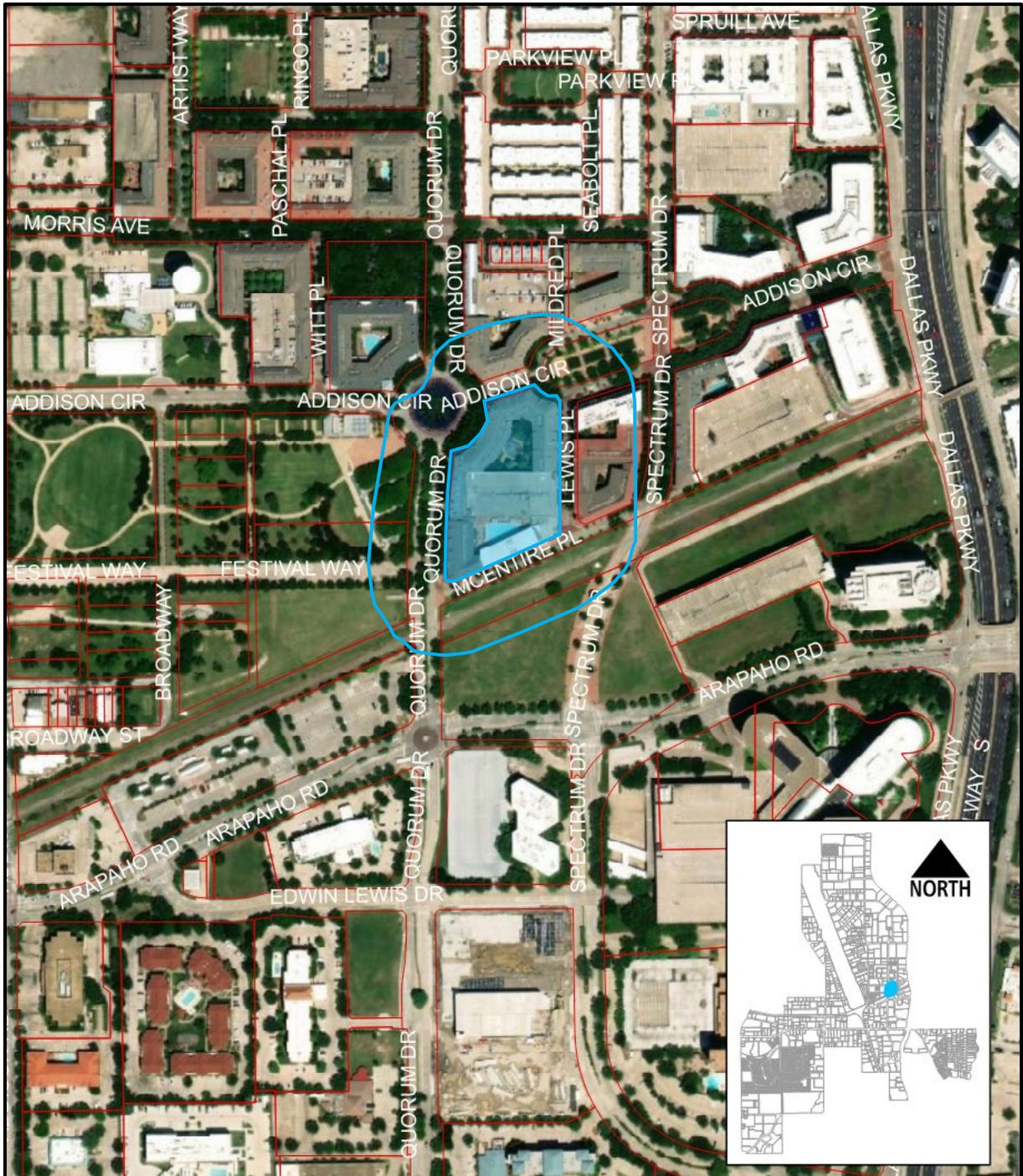


DATE OF PLAN  
DRAWN BY  
SCALE: 1/8"=1'-0"

# 1804-SUP

**PUBLIC HEARING** Case 1804-SUP/EI Rincon. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing the zoning on property located at 5004 Addison Circle, which property is currently zoned Urban Center, UC, by approving a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises consumption only.

## LOCATION MAP



**DEVELOPMENT  
SERVICES**

16801 Westgrove Drive  
Addison, TX 75001

P.O. Box 9010  
Addison, TX 75001

phone: 972.450.2880  
fax: 972.450.2837

[ADDISONTXAS.NET](http://ADDISONTXAS.NET)

**IT ALL COMES  
TOGETHER.**



November 13, 2019

**STAFF REPORT**

RE: 1804-SUP/El Rincon  
LOCATION: 5004 Addison Circle  
REQUEST: Approval of a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises consumption only  
APPLICANT: Rick Na, El Rincon Mexican Kitchen and Tequila Bar

**DISCUSSION:**

Background: This address is for a ground floor restaurant space of the mixed-use building located on the south side of Addison Circle, between the Addison Circle Blueprints and Beckert Park. This property is zoned UC, Urban Center. This space has housed a variety of restaurant uses starting with Royal Spice in 1999, Kahlo’s Mexican Restaurant, which closed in 2013, and most recently Taco Borracho, which closed earlier this year.

The new tenant, El Rincon Mexican Kitchen and Tequila Bar, is a locally owned Mexican restaurant with a vision for families, neighbors and foodies siting side by side in a fun atmosphere. There are currently two other locations, Carrollton and Frisco. The applicant is proposing to close off the existing service counter and relocate and expand the bar area, which triggers the requirement for a new Special Use Permit (SUP).

It should be noted that when the previous tenant, Taco Borracho, was approved in 2014, the operator was allowed to expand the patio to approximately 5 feet 6 inches out from the edge of the building, into the right-of-way which currently serves as the sidewalk, per an Encroachment Agreement between the Town, Post Properties, and Taco Borracha. The new tenant does not want to pursue this agreement and will be moving the patio railing back to its original location, along the building’s columns.

Proposed Plan: The applicant is requesting approval of a new SUP for a restaurant with the sale of alcoholic beverages for on-premises consumption only. The restaurant would total 3,826 square feet, inclusive of a 916 square-foot patio. The floor plan shows a large open dining and bar area, seating 98, and the outdoor patio seating 40.

Parking: Addison Circle is zoned as an Urban Center District, which requires a parking ratio of 1 space per 70 square feet for restaurants. The restaurant is required to have 55 parking spaces, which are provided in the public parking spaces in the garage.

Exterior Facades. The new tenant will not be making any changes to the existing brick façade but will be moving the existing patio railing outside of the right-of-way.

Landscaping: The landscaping around this site is in compliance with the ordinance.

**RECOMMENDATION: APPROVAL WITH CONDITIONS**

El Rincon is a growing locally owned restaurant that focuses on colorful signature dishes and promotes a family friendly atmosphere. El Rincon literally translates to “the corner,” which is quite fitting for the proposed location.

Staff recommends approval of the request, subject to the following condition:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.



Case 1804-SUP/EI Rincon

November 19, 2019

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 19, 2019, voted to recommend approval of a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises consumption only in order to permit a new restaurant with a patio subject to the following condition:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.

Voting Aye: Catalani, Dougan, Meleky, Resnik, Souers, Wheeler

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none



VICINITY MAP



2 DEVELOPMENT PLAN

**TOWN OF ADDISON 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 BE SHALL HAVE AUTOMATIC FIRE 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.

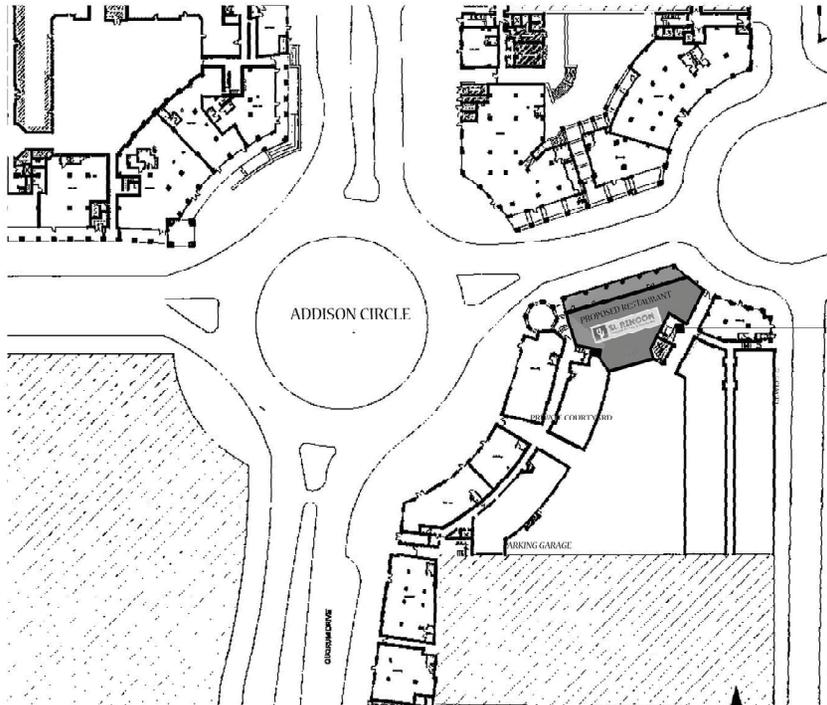
**ADDISON CIRCLE PHASE 2**

AMENDED BLOCK A, LOT 1

EXISTING ZONING: UC  
 TOTAL LOT AREA: 2.74 ACRES  
 TOTAL BUILDING SIZE:  
 SUP AREA: SUP AREA: 3,826 S.F.  
 PROJECT NUMBER: 1804-SUP  
 OCCUPANCY TYPE: GROUP A-2 (ASSEMBLY RESTAURANT)  
 SPRINKLER SYSTEM: EXISTING

**PARKING TABLE:**

PARKING REQUIRED: (1/70): 55 SPACES  
 PARKING PROVIDED ON SITE: 495 PARKING SPACES



1 SITE PLAN

SCALE: 1"=60'-0"

ACTION	
APPROVED	DENIED
STAFF _____	Date _____
P&Z _____	Date _____
Neighborhood # _____	Initials _____

See the Staff Approval Letter or P&Z Result Memo for any conditions associated with the approval of the project.

**OWNER:**  
 EL RINCON MEXICAN  
 TEJANO AND TEQUILA BAR  
 104 ADDISON CIRCLE  
 JDISON, TX 75081  
 PHONE: (972) 415-5301  
 AIL: RICK@ELRINCONTX.COM

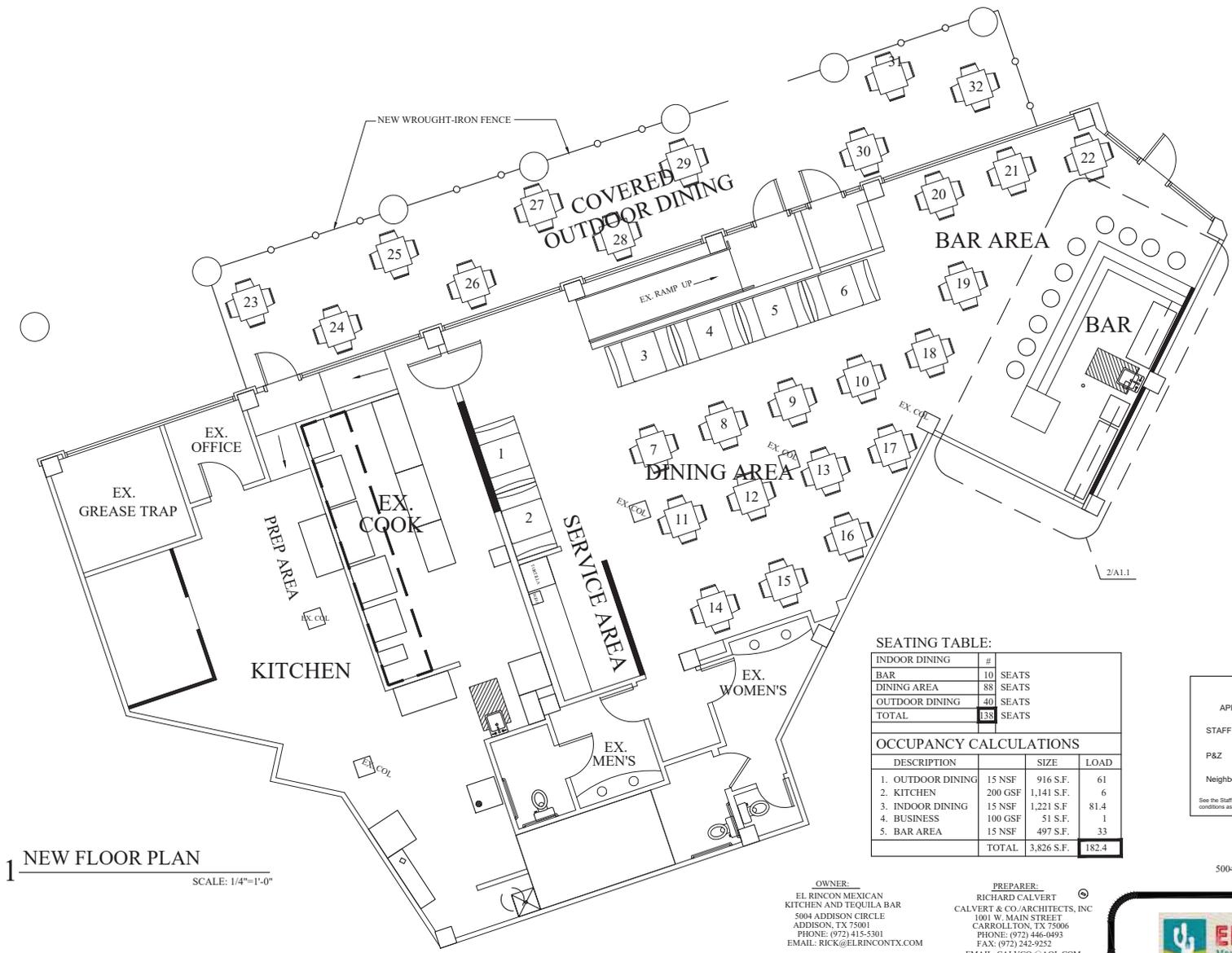
**PREPARED BY:**  
 RICHARD CALVERT  
 CALVERT & CO./ARCHITECTS, INC.  
 1001 W. MAIN STREET  
 CARROLLTON, TX 75006  
 PHONE: (972) 446-0493  
 FAX: (972) 242-9252  
 EMAIL: CALVCO@AOL.COM

5004 ADDISON CIRCLE  
 ADDISON, TEXAS



calvert & co./architects, inc.  
 1001 w. main street  
 carrollton, tx. 75006  
 (972)446-0493





1 NEW FLOOR PLAN  
SCALE: 1/4"=1'-0"

**SEATING TABLE:**

INDOOR DINING	#	
BAR	10	SEATS
DINING AREA	88	SEATS
OUTDOOR DINING	40	SEATS
TOTAL	138	SEATS

**OCCUPANCY CALCULATIONS**

DESCRIPTION	SIZE	LOAD
1. OUTDOOR DINING	15 NSF 916 S.F.	61
2. KITCHEN	200 GSF 1,141 S.F.	6
3. INDOOR DINING	15 NSF 1,221 S.F.	81.4
4. BUSINESS	100 GSF 51 S.F.	1
5. BAR AREA	15 NSF 497 S.F.	33
TOTAL	3,826 S.F.	182.4

**ACTION**

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_

STAFF \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

P&Z \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

Neighborhood # \_\_\_\_\_

See the Staff Approval Letter or P&Z Result Memo for any conditions associated with the approval of the project.

**OWNER:**  
EL RINCON MEXICAN  
KITCHEN AND TEQUILA BAR  
5004 ADDISON CIRCLE  
ADDISON, TX 75001  
PHONE: (972) 415-5301  
EMAIL: RICK@ELRINCONTX.COM

**PREPARER:**  
RICHARD CALVERT  
CALVERT & CO./ARCHITECTS, INC.  
1001 W. MAIN STREET  
CARROLLTON, TX 75006  
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FAX: (972) 242-9252  
EMAIL: CALVCO@AOL.COM

5004 ADDISON CIRCLE  
ADDISON, TEXAS



calvert & co./architects, inc.  
1001 w. main street  
carrollton, tx. 75006  
(972)446-0493

REVISION  
**A1.0**  
OR



**1** EXISTING NORTH ELEVATION

SCALE: 3/32"=1'-0"

**FACADE PLAN NOTES:**

1. THIS FACADE PLAN FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT APPROVAL BY DEVELOPMENT SERVICES.
4. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.

NOTE:  
NO EXTERIOR CHANGES ARE BEING PROPOSED.



**2** EXISTING NORTHEAST ELEVATION

SCALE: 3/32"=1'-0"



calvert & co./architects, inc.  
1001 w. main street  
carrollton, tx. 75006  
(972)446-0493

ACTION	
APPROVED	DENIED
STAFF _____	_____
Date _____	Initials _____
P&Z _____	_____
Date _____	Initials _____
Neighborhood # _____	

See the Staff Approval Letter or P&Z Result Memo for any conditions associated with the approval of the project.

**OWNER:**  
EL RINCON MEXICAN  
KITCHEN AND TEQUILA BAR  
5004 ADDISON CIRCLE  
ADDISON, TX 75001  
PHONE: (972) 415-5301  
EMAIL: RICK@ELRINCONTX.COM

**PREPARED:**  
RICHARD CALVERT  
CALVERT & CO./ARCHITECTS, INC  
1001 W. MAIN STREET  
CARROLLTON, TX 75006  
PHONE: (972) 446-0493  
FAX: (972) 242-9252  
EMAIL: CALVCO@AOL.COM

5004 ADDISON CIRCLE  
ADDISON, TEXAS



**A2.0**

**Work Session and Regular Meeting**

**13.**

**Meeting Date:** 12/10/2019

**Department:** Development Services

---

**AGENDA CAPTION:**

Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance to Change the Zoning on Property Located at 5330 Belt Line Road, Which Property Is Currently Zoned PD, Planned Development, Through Ordinance 496, by Approving a Special Use Permit for a Restaurant with the Sale of Alcoholic Beverages for On-Premises Consumption Only, in Order to Allow an Expansion in Floor Area.** Case 1805-SUP/Chamberlain's.

**BACKGROUND:**

**COMMISSION FINDINGS:**

The Addison Planning and Zoning Commission, meeting in regular session on November 19, 2019, voted to recommend approval of a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises consumption only in order to allow expansion in floor area subject to the following condition:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.

Voting Aye: Catalani, Dougan, Meleky, Resnik, Souers, Wheeler

Voting Nay: none

Absent: none

**SPEAKERS AT THE PUBLIC HEARING:** none

Please refer to the attached staff report for additional information on this case.

**RECOMMENDATION:**

Administration recommends approval.

---

**Attachments**

Resolution - Special Use Permit for Case 1805 Chamberlain's

Staff Report - 1805-SUP/Chamberlain's

SUP Plans - 1805-SUP/Chamberlain's

---

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A SPECIAL USE PERMIT FOR A RESTAURANT AND FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION FOR PROPERTY LOCATED AT 5330 BELT LINE 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; SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the property located at 5330 Belt Line Road, is zoned Planned Development, PD; through Ordinance Number 496; and

**WHEREAS**, at its regular meeting held on November 19, 2019, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption (Case No.1805-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 restaurant and authorizing the sale of alcoholic beverages for on-premises consumption only, on the property located at 5330 Belt Line 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, and building elevations, which are attached hereto as **Exhibit A** and made a part hereof for all purposes.
- (b) The Special Use Permit granted herein for a restaurant with the sale of alcoholic beverages for on-premises consumption only shall be limited to that particular area designated on the final site plan as encompassing a total area not to exceed 8,993 square feet.

- (c) No signs advertising sale of alcoholic beverages shall be permitted other than those authorized under the Liquor Control Act of the State of Texas, and any sign ordinance of the Town of Addison, Texas.
- (d) The sale of alcoholic beverages under this Special Use Permit shall be permitted in restaurants. Restaurants are hereby defined as establishments which receive at least sixty percent (60%) of their gross revenues from the sale of food.
- (e) Said establishment shall make available to the city or its agents, during reasonable hours its bookkeeping records for inspection, if required, by the city to insure that the conditions of subparagraph (d) above are being met.
- (f) Any use of property considered as a nonconforming use under the Comprehensive Zoning Ordinance of the Town of Addison shall not be permitted to receive a license or permit for the sale of alcoholic beverages.
- (g) 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 Permits granted herein.
- (h) If a license or permit to sell alcoholic beverages on property covered by this Special Use Permit is revoked, terminated or cancelled by proper authorities, the City Council may authorize hearings to be held for the purpose of considering a change of zoning repeal of the Special Use Permits granted herein.
- (i) The establishment shall not use the term “bar”, “tavern”, or any other terms or graphic depictions that relate to the sale of alcoholic beverages on any signs visible from the exterior of the premises.

**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 it is the intention of the City Council that this ordinance be considered in its entirety, as one ordinance, and should any portion of this ordinance be held to be void or unconstitutional, then said ordinance shall be void in its entirety, and the City Council would not have adopted said ordinance if any part or portion of said ordinance should be held to be unconstitutional or void.

**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.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **10<sup>TH</sup>** day of **DECEMBER 2019.**

**TOWN OF ADDISON, TEXAS**

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

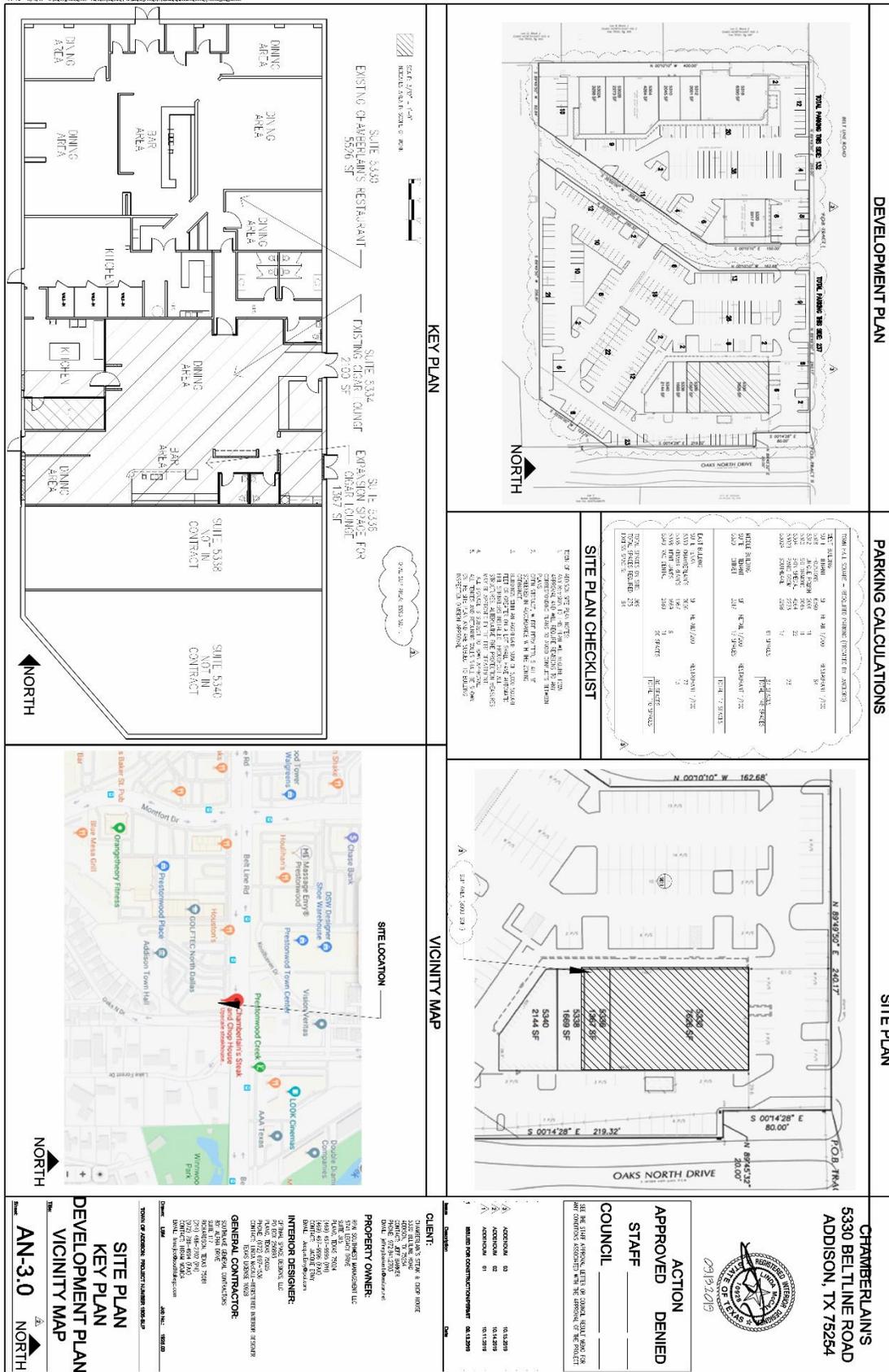
**ATTEST:**

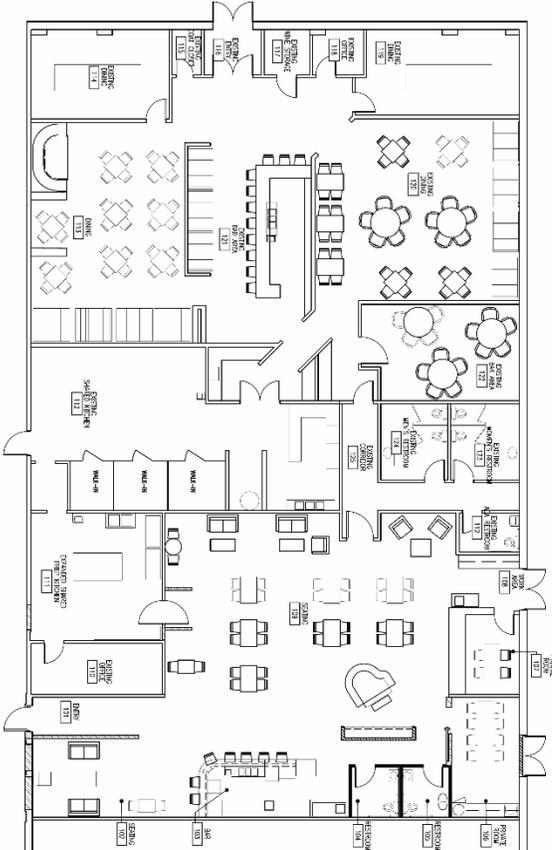
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

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

# EXHIBIT A





**PROJECT DIRECTORY**

**CLIENT:** CHAMBERLAIN'S STEAK & BEEF HOUSE  
 5330 BELTLINE ROAD  
 ADDISON, TX 75254  
 PHONE: 972.342.7700  
 EMAIL: info@chamberlains.com

**PROPERTY OWNER:** PHA SCHMIDT MANAGEMENT LLC  
 5011 LEECH DRIVE  
 SUITE 100  
 FORT WORTH, TEXAS 76104  
 PHONE: 817.335.7000  
 EMAIL: info@schmidtmgmt.com

**INTERIOR DESIGNER:** PHA SCHMIDT MANAGEMENT LLC  
 5011 LEECH DRIVE  
 SUITE 100  
 FORT WORTH, TEXAS 76104  
 PHONE: 817.335.7000  
 EMAIL: info@schmidtmgmt.com

**GENERAL CONTRACTOR:** SOUTH HE GENERAL CONTRACTORS  
 5011 LEECH DRIVE  
 SUITE 100  
 FORT WORTH, TEXAS 76104  
 PHONE: 817.335.7000  
 EMAIL: info@schmidtmgmt.com

**PROJECT INFORMATION**

**SQUARE FOOTAGE:** DINING: 1454 SQ. FT.  
 KITCHEN: 234 SQ. FT.  
 TOTAL: 1688 SQ. FT.

**OCCUPANCY LOAD:** MEAN RESTAURANT DINING AREA: 104.5 SQ. FT. / 15 SEATERS OCCUPANT = 692 SEATERS  
 DINING: 1454 SQ. FT. / 200 SEATERS OCCUPANT = 7.27 SEATERS OCCUPANT = 210 SEATERS  
 TOTAL OCCUPANT LOAD = 902

**SEATING:** DINING: 170 SEATS  
 KITCHEN: 65 SEATS  
 TOTAL: 235 SEATS

**1 FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"

**CHAMBERLAIN'S**  
 5330 BELTLINE ROAD  
 ADDISON, TX 75254



**ACTION**  
 APPROVED \_\_\_\_\_  
 DENIED \_\_\_\_\_  
 STAFF \_\_\_\_\_  
 COUNCIL \_\_\_\_\_

Item	Description	Date	By
1	APPROVAL BY	10-14-2019	
2	APPROVAL BY	10-14-2019	
3	REVISIONS	10-14-2019	
4	REVISIONS	10-14-2019	

**CLIENT:** CHAMBERLAIN'S STEAK & BEEF HOUSE  
 5330 BELTLINE ROAD  
 ADDISON, TX 75254  
 PHONE: 972.342.7700  
 EMAIL: info@chamberlains.com

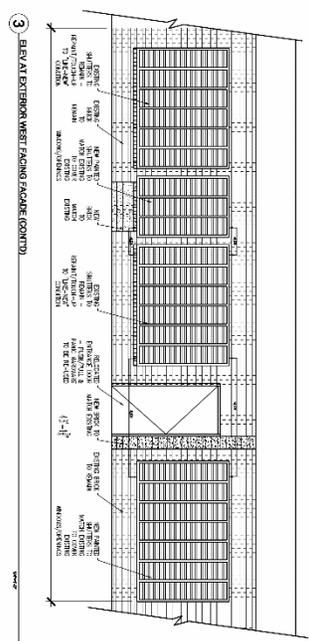
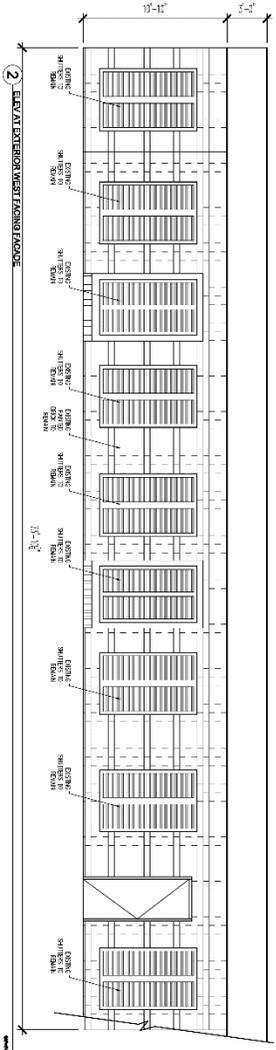
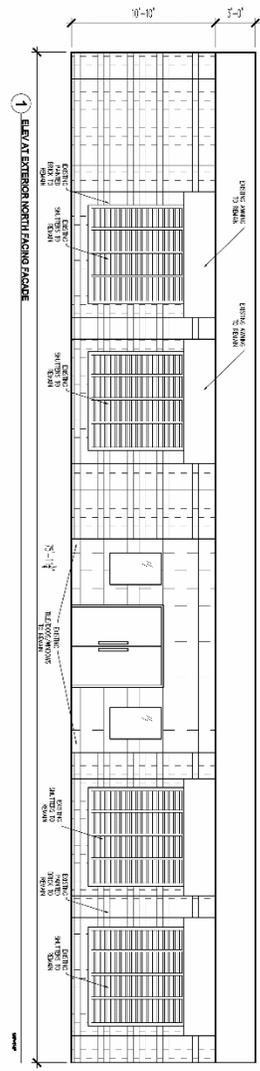
**PROPERTY OWNER:** PHA SCHMIDT MANAGEMENT LLC  
 5011 LEECH DRIVE  
 SUITE 100  
 FORT WORTH, TEXAS 76104  
 PHONE: 817.335.7000  
 EMAIL: info@schmidtmgmt.com

**INTERIOR DESIGNER:** PHA SCHMIDT MANAGEMENT LLC  
 5011 LEECH DRIVE  
 SUITE 100  
 FORT WORTH, TEXAS 76104  
 PHONE: 817.335.7000  
 EMAIL: info@schmidtmgmt.com

**GENERAL CONTRACTOR:** SOUTH HE GENERAL CONTRACTORS  
 5011 LEECH DRIVE  
 SUITE 100  
 FORT WORTH, TEXAS 76104  
 PHONE: 817.335.7000  
 EMAIL: info@schmidtmgmt.com

**FLOOR PLAN**

**AN-2.0 NORTH**



**FACADE PLAN NOTES**

1. SEE SECTION 3.1 FOR NOTES.
2. ALL DIMENSIONS ARE IN FEET AND INCHES.
3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
5. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
6. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.



**CHAMBERLAIN'S**  
**5330 BELTLINE ROAD**  
**ADDISON, TX 75254**

**ACTION**  
**APPROVED**  
**STAFF**  
**COUNCIL**

SEE THE STATE APPROVAL LETTER ON DISPLAY EAST OF THIS OFFICE FOR MORE INFORMATION.

**CLIENT:**  
 CHAMBERLAIN'S  
 5330 BELTLINE ROAD  
 ADDISON, TX 75254  
 (972) 382-1212  
 www.chamberlains.com

**PROPERTY OWNER:**  
 CHAMBERLAIN'S  
 5330 BELTLINE ROAD  
 ADDISON, TX 75254  
 (972) 382-1212  
 www.chamberlains.com

**INTERIOR DESIGNER:**  
 CHAMBERLAIN'S  
 5330 BELTLINE ROAD  
 ADDISON, TX 75254  
 (972) 382-1212  
 www.chamberlains.com

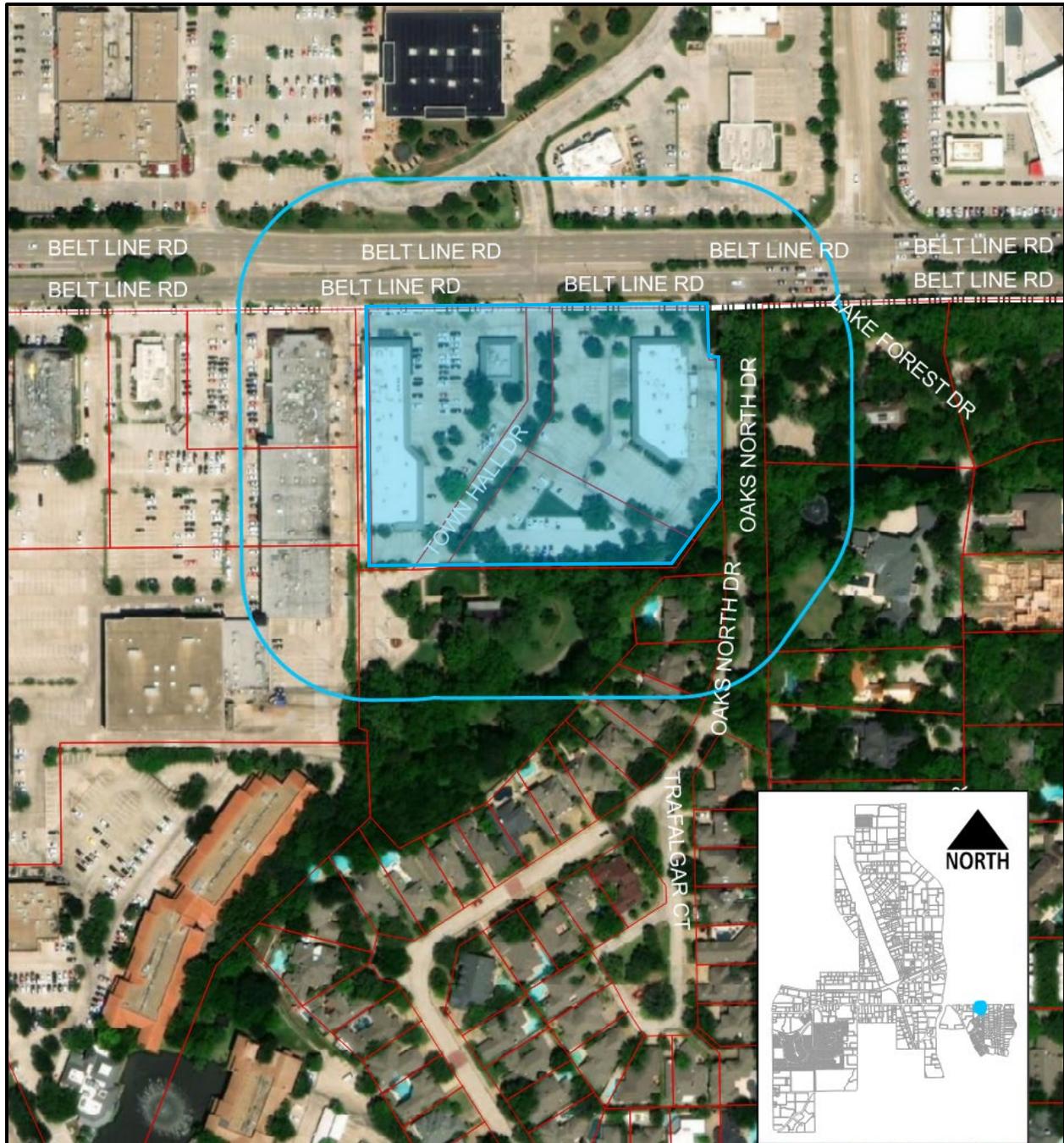
**GENERAL CONTRACTOR:**  
 CHAMBERLAIN'S  
 5330 BELTLINE ROAD  
 ADDISON, TX 75254  
 (972) 382-1212  
 www.chamberlains.com

**FACADE PLAN**  
**AN-4.0**

# 1805-SUP

**PUBLIC HEARING** Case 1805-SUP/Chamberlain's. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing the zoning on property located at 5330 Belt Line Road, which property is currently zoned PD, Planned Development, through Ordinance 496, by approving a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises consumption only, in order to allow an expansion in floor area.

## LOCATION MAP





November 13, 2019

**STAFF REPORT**

RE: 1805-SUP/Chamberlain's

LOCATION: 5330 Belt Line Road

REQUEST: Approval of a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises consumption only, to allow a floor area increase in order to accommodate additional seating, second bar area, expanded shared prep kitchen space, and office space

APPLICANT: Jeff Barker, Chamberlain's Steak & Chop House

**DISCUSSION:**

Background: Chamberlain's Steak and Chop House took over this space, through Special Use Permit ordinance 093-010 in 1993. In 2005, Chamberlains expanded into an adjacent vacant lease space, through Ordinance 005-033 in order to expand the restaurant and provide a private banquet room, which has most recently been utilized as the dining area and cigar lounge.

Chamberlain's has been continuously operating since 1993 and is again ready for expansion. The applicant is proposing to expand into the adjacent 1,367 square-foot vacant lease space in order to expand the dining and cigar lounge area, create a second bar area, and expand the shared prep kitchen space and office space. These actions trigger the requirement for a new Special Use Permit (SUP).

Proposed Plan: The applicant is requesting approval of a new SUP for a restaurant with the sale of alcoholic beverages for on-premises consumption only. The restaurant would now total 8,993 square feet. The floor plan shows an open dining and bar area seating 65 people, bringing the total seating capacity for the entire restaurant to 170 seats.

Parking: This property is zoned Planned Development, PD, through Ordinance 496, which requires a parking ratio of 1 space per 100 square feet for restaurants. The restaurant is currently required to have 77 parking spaces. With the expanded square footage, the restaurant is now required to have 90 parking spaces. The overall site plan shows a total of 369 parking spaces provided on site. Based on current uses and occupancies, accounting for Chamberlain's expansion, the total parking requirement for the entire site is 275, leaving an excess of 94 parking spaces.

Exterior Facades. The new restaurant will not be making any changes to the existing brick façade except relocating the entrance door and replacing the existing door with brick and shutters to match.

Landscaping: The Landscape Ordinance requires that properties be brought up to current standards, where possible, when they go through a zoning process. Staff has reviewed the Landscape Ordinance requirements and is proposing that in cases such as this, where the SUP area is less than 25% of the total shopping center, should not be required to bring the entire site into compliance. While the landscape Ordinance strives to bring the Town's properties closer into compliance, it becomes a burdensome requirement when an entire property is faced with the requirement even if only a small portion is proposed for a Special Use Permit amendment. Based on the size of Chamberlain's SUP area, as compared to the entire shopping center, Staff believes that the Landscape Requirement should be waived at this time.

**RECOMMENDATION: APPROVAL WITH CONDITIONS**

Chamberlain's Steak and Chop House and Chamberlain's Cigar Lounge have been the staples of this community, continuously operating from 1993.

Staff recommends approval of the request, subject to the following condition:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.



Case 1805-SUP/Chamberlain's

November 19, 2019

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 19, 2019, voted to recommend approval of a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises consumption only in order to allow expansion in floor area subject to the following condition:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.

Voting Aye: Catalani, Dougan, Meleky, Resnik, Souers, Wheeler

Voting Nay: none

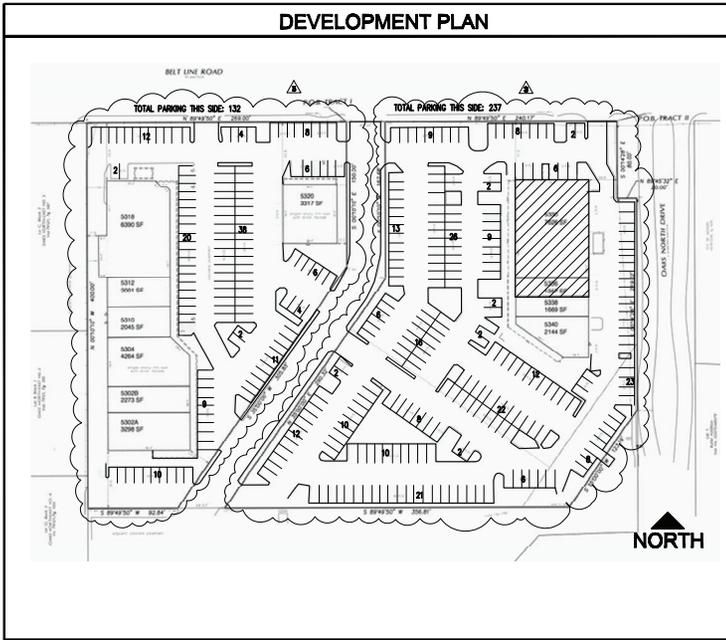
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

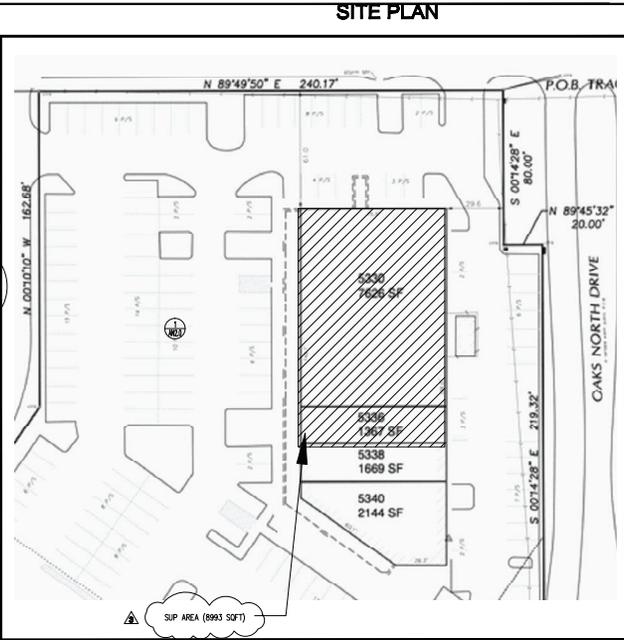
Against: none



### PARKING CALCULATIONS

TOWN HALL SQUARE - REQUIRED PARKING (PROVIDED BY LANDLORD)

WEST BUILDING	TENANT	SF	RETAIL 1/200	RESTAURANT 1/100
5318	HUSTINGS	6390		64
5312	UNIQUE POLISH	2001	11	
5310	SIG DIAMOND	2045	11	
5304	SUN SPECIAL	4264	22	
5302B	PANO ROOM	2273		23
5302A	SOUTHLAKE	3298	17	
			61 SPACES	87 SPACES
TOTAL: 148 SPACES				
MIDDLE BUILDING	TENANT	SF	RETAIL 1/200	RESTAURANT 1/100
5320	CITIVET	3317	17 SPACES	
TOTAL: 17 SPACES				
EAST BUILDING	TENANT	SF	RETAIL 1/200	RESTAURANT 1/100
5330	CHAMBERLAIN'S	7626		77
5336	CHAMBERLAIN'S	1367		13
5338	RENT JAMES	1669	9	
5340	MC DENTAL	2180	11	
			20 SPACES	90 SPACES
TOTAL: 110 SPACES				
TOTAL SPACES ON SITE: 369				
TOTAL SPACES REQUIRED: 275				
EXCESS SPACES: 94				



**CHAMBERLAIN'S**  
5330 BELTLINE ROAD  
ADDISON, TX 75254

09.13.2019

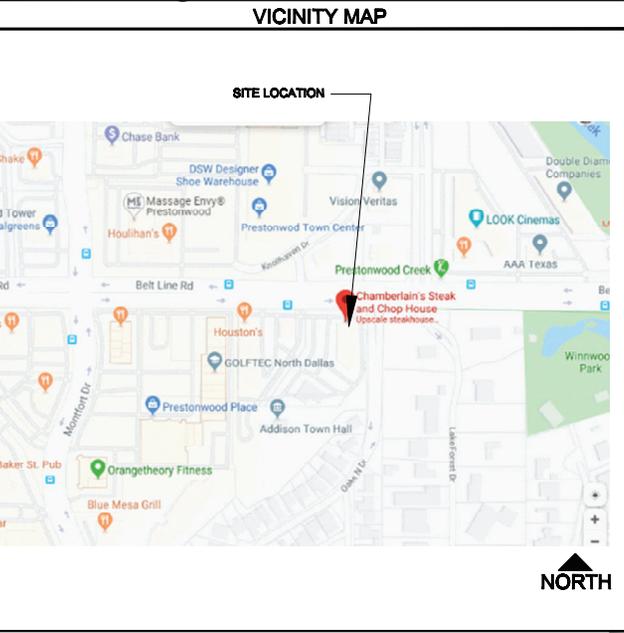
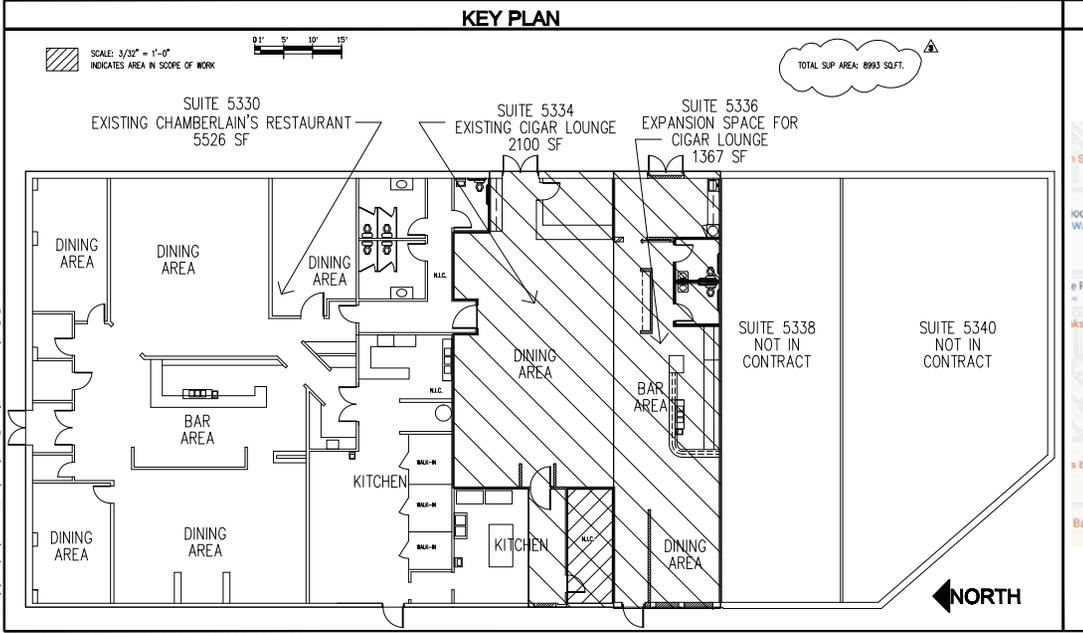
**ACTION**  
APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_

**STAFF** \_\_\_\_\_

**COUNCIL** \_\_\_\_\_

SEE THE STAFF APPROVAL LETTER OR COUNCIL RESULT MEMO FOR ANY CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE PROJECT.

Item	Description	Date
▲	ADDENDUM 03	10.10.2019
▲	ADDENDUM 02	10.14.2019
▲	ADDENDUM 01	10.11.2019
	ISSUED FOR CONSTRUCTION PERMIT	06.13.2019



**CLIENT:**  
CHAMBERLAIN'S STEAK & CHOP HOUSE  
5330 BELTLINE ROAD  
ADDISON, TX 75254  
CONTACT: JEFF BARKER  
PHONE: 972.841.2703  
EMAIL: jpb@chamberlains.com

**PROPERTY OWNER:**  
RPM SOUTHWEST MANAGEMENT LLC  
5748 LEGACY DRIVE  
SUITE 315  
PLANO, TEXAS 75024  
(469) 467-9965 (PH)  
(469) 467-9996 (FAX)  
CONTACT: JACQUE ERBY  
EMAIL: jacque.erby@rmp.com

**INTERIOR DESIGNER:**  
OPTIMAL SPACE DESIGNS, LLC  
PO BOX 250683  
PLANO, TEXAS 75025  
PHONE: (972) 997-1536  
CONTACT: LINDA MCCALL - REGISTERED INTERIOR DESIGNER  
TEXAS LICENSE 10923

**GENERAL CONTRACTOR:**  
SOUTHLAKE GENERAL CONTRACTORS  
807 ALPINE DRIVE  
SUITE 117  
RICHARDSON, TEXAS 75081  
(214) 466-2702 (PH)  
(972) 788-4884 (FAX)  
CONTACT: HELEN MOUSA  
EMAIL: hmo@sgcouthlaketx.com

Drawn: LBM Job No.: 190809

TOWN OF ADDISON, PROJECT NUMBER 1908-SUP

**SITE PLAN**  
**KEY PLAN**  
**DEVELOPMENT PLAN**  
**VICINITY MAP**

AN-3.0

**CHAMBERLAIN'S  
5330 BELTLINE ROAD  
ADDISON, TX 75254**



09.13.2019

**ACTION**  
APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_  
**STAFF** \_\_\_\_\_  
**COUNCIL** \_\_\_\_\_

SEE THE STAFF APPROVAL LETTER OR COUNCIL RESULT MEMO FOR ANY CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE PROJECT.

ADDENDUM 00	10.10.2019
ADDENDUM 02	10.14.2019
ADDENDUM 01	10.11.2019
ISSUED FOR CONSTRUCTION PERMIT	06.13.2019

Issue Description Date

**CLIENT:**  
CHAMBERLAIN'S STEAK & GHP HOUSE  
5330 BELTLINE ROAD  
ADDISON, TX 75254  
CONTACT: JEFF BARKER  
PHONE: 972.841.2703  
EMAIL: jrb@chamberlains.com

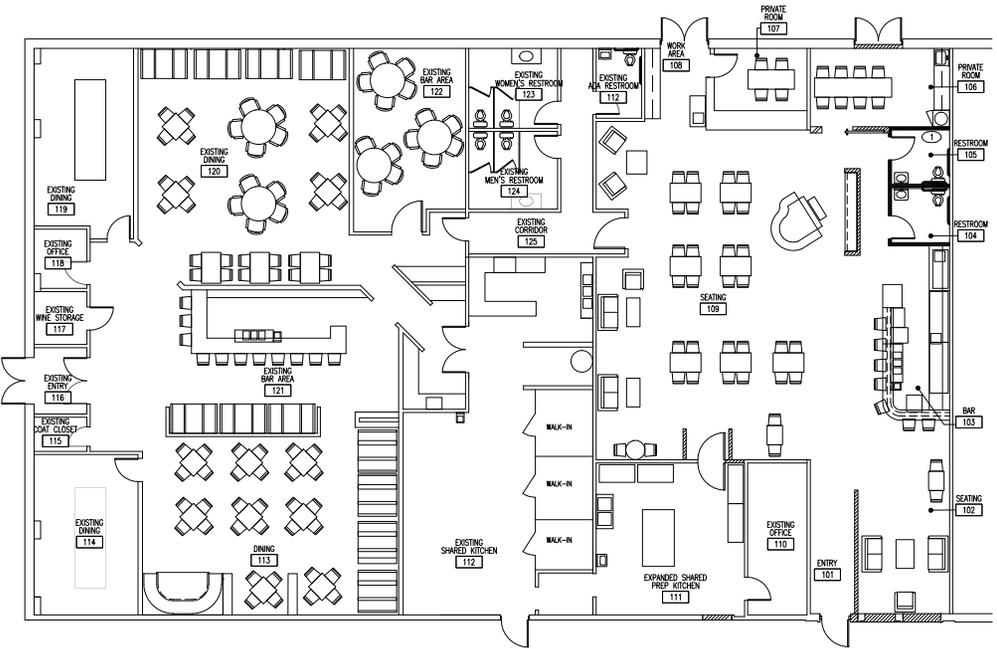
**PROPERTY OWNER:**  
RPAI SOUTHWEST MANAGEMENT LLC  
5741 LEGACY DRIVE  
SUITE 315  
PLANO, TEXAS 75024  
(469) 467-9995 (PH)  
(469) 467-9996 (FAX)  
CONTACT: JACQUE ERNY  
EMAIL: jacque.erny@rpa.com

**INTERIOR DESIGNER:**  
OPTIMAL SPACE DESIGNS, LLC  
PO BOX 250683  
PLANO, TEXAS 75025  
PHONE: (972) 697-1536  
CONTACT: LINDA MCCALL-REGISTERED INTERIOR DESIGNER  
TEXAS LICENSE 10928

**GENERAL CONTRACTOR:**  
SOUTHLAKE GENERAL CONTRACTORS  
801 ALPHA DRIVE  
SUITE 117  
RICHARDSON, TEXAS 75081  
(214) 466-2702 (PH)  
(972) 788-4994 (FAX)  
CONTACT: HIRAM MOJICA  
EMAIL: hmojica@southlakegc.com

Drawn: LHM Job No.: 1908-001

TOWN OF ADDISON, PROJECT NUMBER 1908-001



**1 FLOOR PLAN**  
SCALE: 1/8"=1'-0"  
0' 5' 10' 15'

**PROJECT DIRECTORY**

**PROJECT INFORMATION**

**CLIENT:** CHAMBERLAIN'S STEAK & GHP HOUSE  
5330 BELTLINE ROAD  
ADDISON, TX 75254  
CONTACT: JEFF BARKER  
PHONE: 972.841.2703  
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(972) 788-4994 (FAX)  
CONTACT: HIRAM MOJICA  
EMAIL: hmojica@southlakegc.com

**SQUARE FOOTAGE:** EXISTING: 7,628 SQ.FT.  
PROPOSED: 1,367 SQ.FT.  
TOTAL: 8,993 SQ.FT.

**OCCUPANCY LOAD:** MAIN RESTAURANT DINING AREA: 4016 SF / 15 SF-PER OCCUPANT = 267 OCCUPANTS  
OGAR LOUNGE DINING AREA: 3467 SF / 15 SF-PER OCCUPANT = 231 OCCUPANTS  
KITCHEN AREA: 1510 SF / 200 SF-PER OCCUPANT = 7 OCCUPANTS  
TOTAL OCCUPANT LOAD = 505

**SEATING:** EXISTING: 170 SEATS  
NEW: 65 SEATS  
TOTAL: 235 SEATS

**FLOOR PLAN**

TITLE: **AN-2.0** NORTH



**Work Session and Regular Meeting**

**14.**

**Meeting Date:** 12/10/2019

**Department:** Development Services

---

**AGENDA CAPTION:**

Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Changing the Zoning on Property Located at 17001 Addison Road, Which Property Is Currently Zoned Planned Development, PD, Through Ordinance O16-040, by Approving a Special Use Permit for a Temporary Portable School Building.** Case 1806-SUP/TCA Portable School Building.

**BACKGROUND:**

**COMMISSION FINDINGS:**

The Addison Planning and Zoning Commission, meeting in regular session on November 19, 2019, voted to recommend approval of a Special Use Permit for a temporary portable school building in order to allow uninterrupted education while phases of the previously approved master plan begin construction, subject to the following condition:

- The proposed temporary portable school building shall be removed within a maximum of five years from the date of issuance of a Certificate of Occupancy.

Voting Aye: Catalani, Dougan, Meleky, Resnik, Souers, Wheeler

Voting Nay: none

Absent: none

**SPEAKERS AT THE PUBLIC HEARING:** none

Please refer to the attached staff report for additional information on this case.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Special Use Permit for Case 1806 TCA Portable School Building

Staff Report - 1806-SUP/TCA Portable School Building

SUP Plans - 1806-SUP/TCA Portable School Building

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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A SPECIAL USE PERMIT FOR A TEMPORARY PORTABLE SCHOOL BUILDING FOR PROPERTY LOCATED AT 17001 ADDISON 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; SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the property located at 17001 Addison Road, is zoned Planned Development, PD; through Ordinance Number O16-040; and

**WHEREAS**, the Planned Development on the property authorizes the use of temporary portable buildings upon the approval of a Special Use Permit; and

**WHEREAS**, at its regular meeting held on November 19, 2019, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit for a temporary portable school building (Case No.1806-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 temporary portable school building, on the property located at 17001 Addison 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, and building elevations, which are attached hereto as **Exhibit A** and made a part hereof for all purposes.
- (b) The Special Use Permit granted herein for a temporary portable school building shall be limited to that particular area designated on the final site plan as encompassing a total area not to exceed 4,032 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 Permits granted herein.
- (d) The proposed temporary portable school building shall be removed within a maximum of five (5) years from the date of issuance of a Certificate of Occupancy.

**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 it is the intention of the City Council that this ordinance be considered in its entirety, as one ordinance, and should any portion of this ordinance be held to be void or unconstitutional, then said ordinance shall be void in its entirety, and the City Council would not have adopted said ordinance if any part or portion of said ordinance should be held to be unconstitutional or void.

**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.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **10<sup>TH</sup>** day of **DECEMBER** 2019.

**TOWN OF ADDISON, TEXAS**

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

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

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

# EXHIBIT A



Maximum Allowable Building Area:  
585,000 SF

INDIVIDUAL BUILDINGS ARE FOR  
ILLUSTRATIVE PURPOSES ONLY

**ACTION** DENIED

**STAFF** APPROVED

**COUNCIL** \_\_\_\_\_

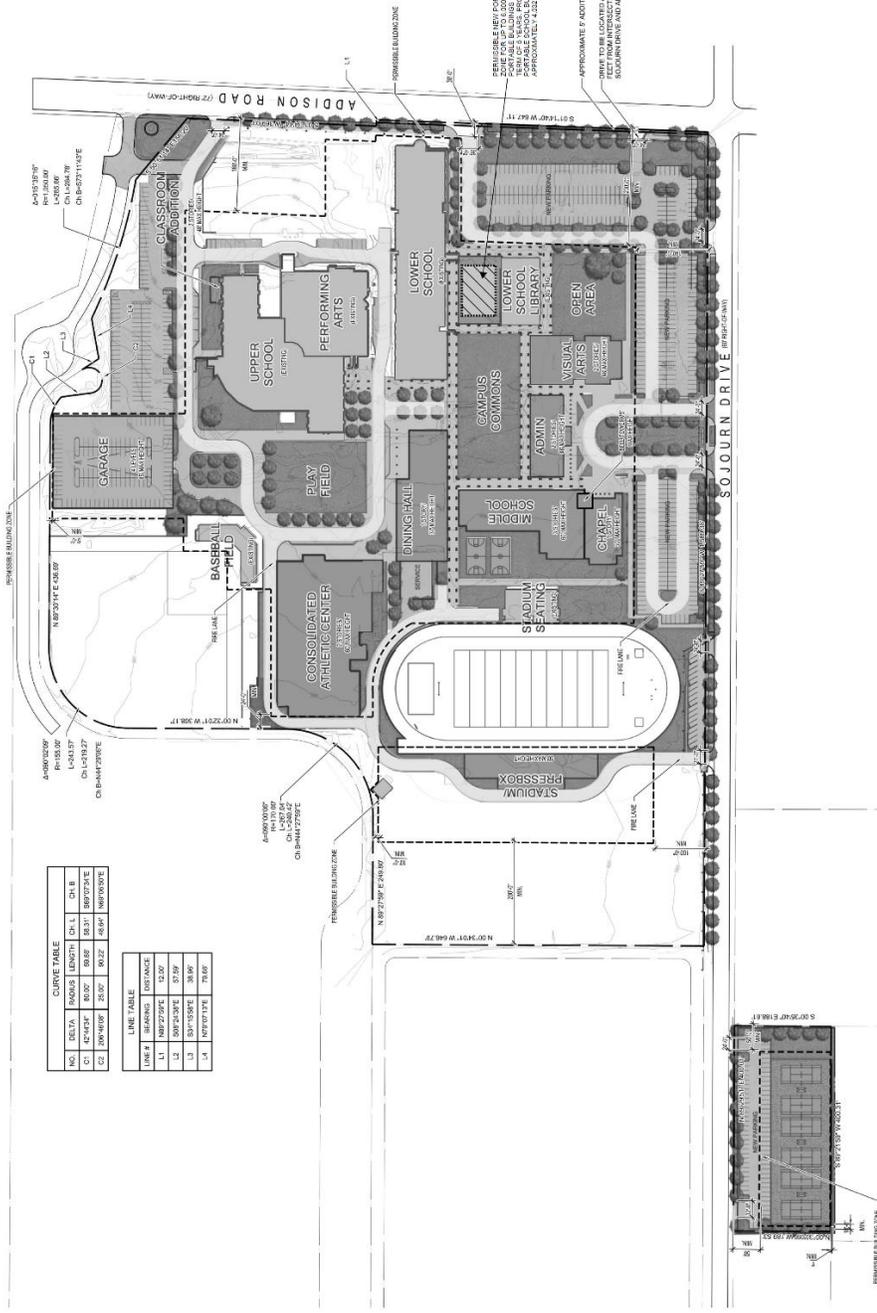
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

By the Staff Approval of the Council, the Board of Directors is authorized to execute all necessary documents associated with the issuance of this permit.



**CONCEPT PLAN  
(REVISED)**

TRINITY CHRISTIAN ACADEMY PLANNED  
DEVELOPMENT  
TOWN PROJECT # : 1905-SUP  
17001 ADDISON ROAD  
ADDISON, TX 75001



CURVE TABLE				
NO.	DELTA	ARC LENGTH	CH. L.	CH. E.
C1	42°44'44"	80.02'	88.31'	86.07'±1.41E
C2	100°46'09"	25.00'	80.22'	88.64'

LINE TABLE		
LINE #	BEARINGS	DISTANCES
L1	N89°27'09" E	12.00'
L2	S09°43'08" E	21.99'
L3	S51°15'08" E	28.99'
L4	N89°07'19" E	27.69'

Owner: Trojan Real Properties  
Contact: David Deiph  
Address: 17001 Addison Road  
Addison, Texas 75001  
Main: 972.931.8325  
Email: ddeiph@trinitychristian.com

Job #: 19037.00  
File Name: BIM 360/19208.00 - Trinity  
Academy/19208\_TCA\_A.M  
Date: 10.28.19  
Drawn by: LT

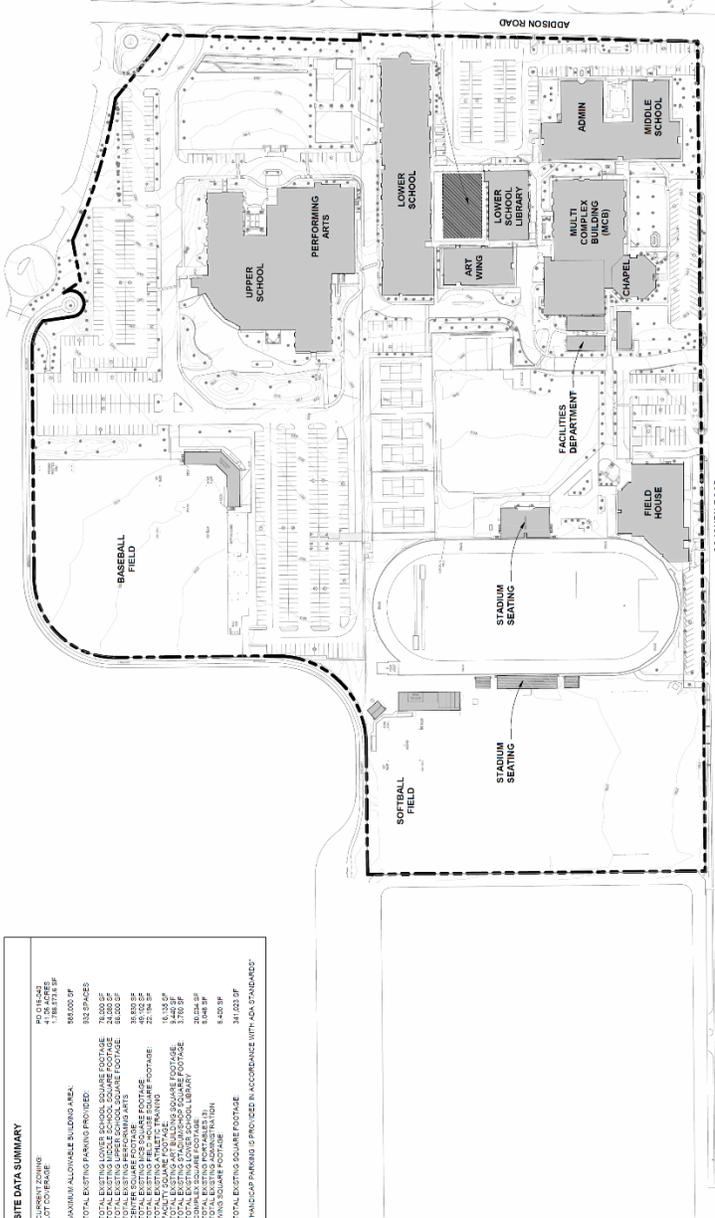


Neighborhood Map

**TOWN OF ADDISON SITE PLAN NOTES**

1. THE SITE PLAN SHALL BE SUBMITTED TO THE TOWN ENGINEER FOR REVIEW AND APPROVAL. THE TOWN ENGINEER SHALL REVIEW THE SITE PLAN FOR CONFORMANCE WITH THE TOWN ENGINEERING REGULATIONS AND THE TOWN ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE SITE PLAN.
2. THE TOWN ENGINEER SHALL REVIEW THE SITE PLAN FOR CONFORMANCE WITH THE TOWN ENGINEERING REGULATIONS AND THE TOWN ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE SITE PLAN.
3. THE TOWN ENGINEER SHALL REVIEW THE SITE PLAN FOR CONFORMANCE WITH THE TOWN ENGINEERING REGULATIONS AND THE TOWN ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE SITE PLAN.
4. THE TOWN ENGINEER SHALL REVIEW THE SITE PLAN FOR CONFORMANCE WITH THE TOWN ENGINEERING REGULATIONS AND THE TOWN ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE SITE PLAN.
5. THE TOWN ENGINEER SHALL REVIEW THE SITE PLAN FOR CONFORMANCE WITH THE TOWN ENGINEERING REGULATIONS AND THE TOWN ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE SITE PLAN.
6. THE TOWN ENGINEER SHALL REVIEW THE SITE PLAN FOR CONFORMANCE WITH THE TOWN ENGINEERING REGULATIONS AND THE TOWN ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE SITE PLAN.

EXHIBIT: NEW PORTABLE BUILDING  
 ZONE AREA UP TO 1000 SF AT ANY ONE  
 TIME OF 15 YEARS PROVIDED PORTABLE  
 APPROXIMATELY 1,000 SQUARE FEET.



**SITE DATA SUMMARY**

NET AREA	1,786,578 SF
MAXIMUM ALLOWABLE BUILDING AREA	855,000 SF
TOTAL EXISTING PARKING PROVIDED	532 SPACES
TOTAL EXISTING MIDDLE SCHOOL SQUARE FOOTAGE	23,200 SF
TOTAL EXISTING LOWER SCHOOL SQUARE FOOTAGE	18,800 SF
TOTAL EXISTING PERFORMING ARTS	18,800 SF
TOTAL EXISTING MULTI-COMPLEX BUILDING (MCCB)	48,100 SF
TOTAL EXISTING CHAPEL	22,100 SF
TOTAL EXISTING ADMIN	14,400 SF
TOTAL EXISTING MIDDLE SCHOOL	3,700 SF
TOTAL EXISTING LOWER SCHOOL	3,800 SF
TOTAL EXISTING PERFORMING ARTS	4,400 SF
TOTAL EXISTING STADIUM SEATING	31,000 SF

\*HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS\*

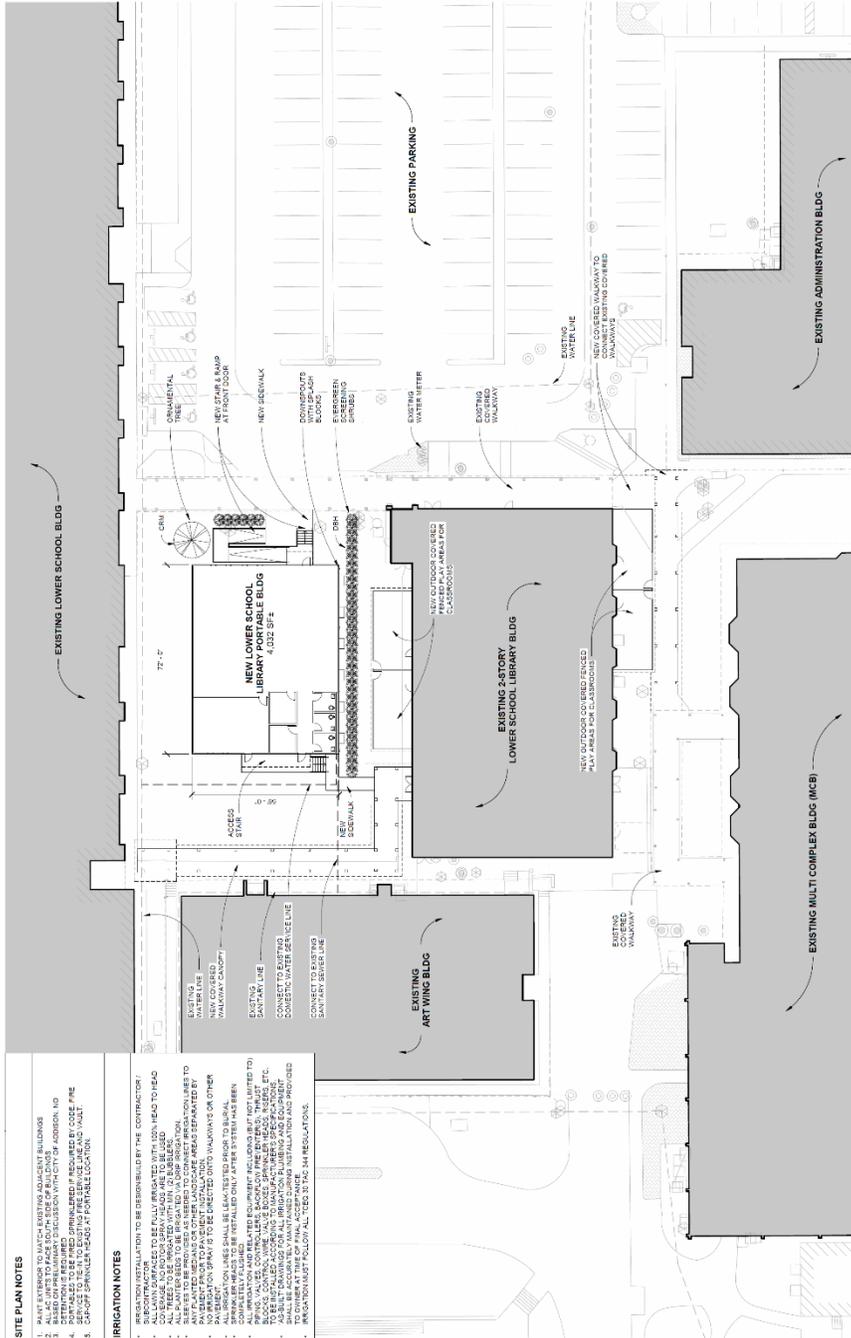


**EXISTING SITE PLAN**

TRINITY CHRISTIAN ACADEMY PLANNED DEVELOPMENT  
 TOWN PROJECT #: 1806-SUP  
 17001 ADDISON ROAD  
 ADDISON, TX 75001

Job #: 10037.00  
 File Name: BIM-360/19208.00 - Trinity Christian Academy 19208\_TCA\_A.rvt  
 Date: 10/28/19  
 Drawn by: LT

Owner: Trojan Real Properties  
 Contact: David Delph  
 Address: 17001 Addison Road  
 Addison, Texas 75001  
 Main: 972.931.8325  
 Email: ddelph@trinitychristian.com



**SITE PLAN NOTES**

1. ALL UTILITIES TO MATCH EXISTING ADJACENT BUILDINGS
2. BASED ON PRELIMINARY DISCUSSION WITH CITY OF ADDISON, NO GUARANTEE IS MADE AS TO THE ACCURACY OF THESE UTILITIES
3. ALL UTILITIES TO BE FIELD VERIFIED BY CODE #100
4. ALL UTILITIES TO BE FIELD VERIFIED BY CODE #100
5. SEE OFF-SITE PLAN FOR PORTABLE LOCATION

**IRRIGATION NOTES**

1. IRRIGATION INSTALLATION TO BE DESIGNED BY THE CONTRACTOR
2. ALL IRRIGATION SYSTEMS TO BE FULLY IRRIGATED WITH 100% HEAD TO HEAD
3. ALL TREES TO BE IRRIGATED WITH MAIN 1/2" DRAINAGE
4. ALL TREES TO BE IRRIGATED WITH MAIN 1/2" DRAINAGE
5. ALL TREES TO BE IRRIGATED WITH MAIN 1/2" DRAINAGE
6. ALL TREES TO BE IRRIGATED WITH MAIN 1/2" DRAINAGE
7. ALL TREES TO BE IRRIGATED WITH MAIN 1/2" DRAINAGE
8. ALL TREES TO BE IRRIGATED WITH MAIN 1/2" DRAINAGE
9. ALL TREES TO BE IRRIGATED WITH MAIN 1/2" DRAINAGE
10. ALL TREES TO BE IRRIGATED WITH MAIN 1/2" DRAINAGE



- TOWN OF ADDISON SITE PLAN NOTES**
1. ANY FEES FOR THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL BE DETERMINED BY THE TOWN ENGINEER.
  2. THE TOWN ENGINEER SHALL REVIEW AND APPROVE ALL PLANS WITHIN THE ZONING JURISDICTION OF THE TOWN OF ADDISON.
  3. THE TOWN ENGINEER SHALL REVIEW AND APPROVE ALL PLANS WITHIN THE ZONING JURISDICTION OF THE TOWN OF ADDISON.
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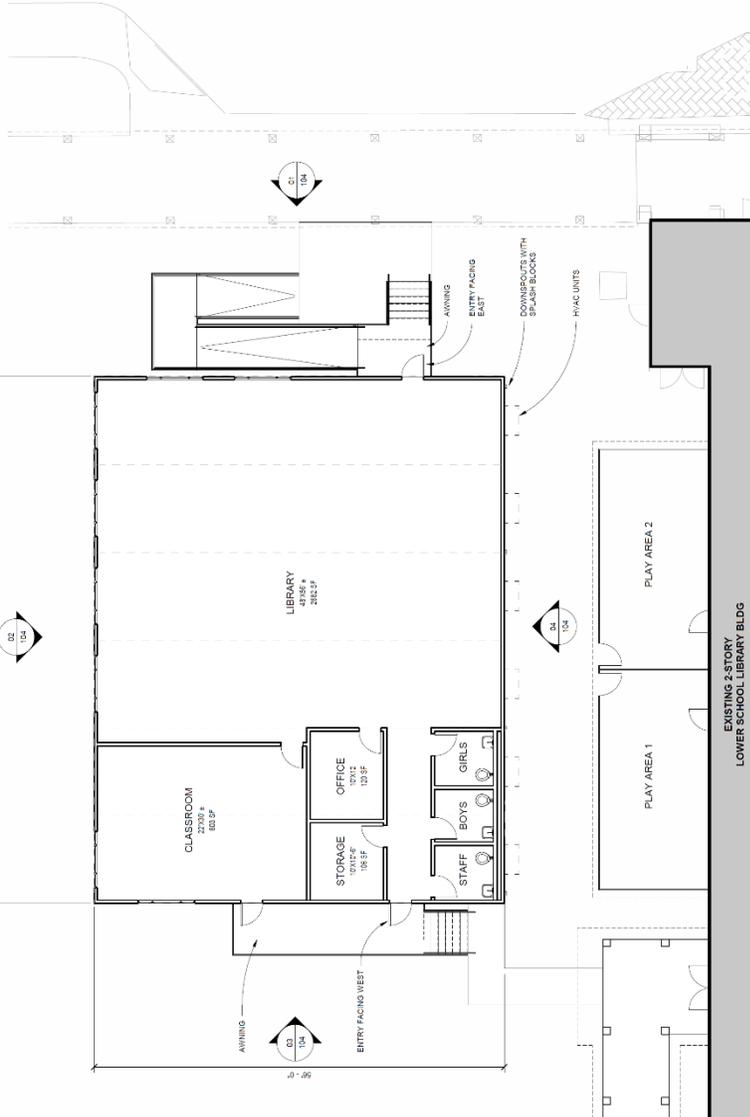
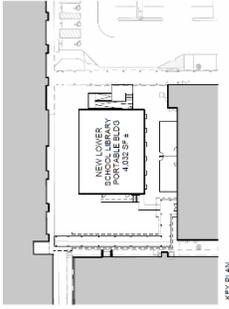
**SITE AND LANDSCAPE PLAN**

TRINITY CHRISTIAN ACADEMY PLANNED DEVELOPMENT  
 TOWN PROJECT #: 1806-SUP  
 17001 ADDISON ROAD  
 ADDISON, TX 75001

PLANTING LIST									
KEY	UNIT	COUNT	COMMON NAME	SCIENTIFIC NAME	SIZE	HEIGHT	SPREAD	SPACING	COMMENTS
ORNA	EA	1	GRAPE MYRTLE 'TUSCARORA'	LAGERSTROEMIA INDICA 'TUSCARORA'	30 GAL.	8'-10"	4'-5"	AS SHOWN	FULL SYMMETRICAL CANOPY MATCH-HEDMIN
SURB	EA	39	DWARF BURFORD HOLLY	ILEX CORNUTA 'DWARF BURFORD'	#7 CONT.	26"-30"	24"-26"	3'	FULL AN SYMMETRICAL

Owner: Trojan Real Properties  
 Contact: David Delph  
 Address: 17001 Addison Road  
 Addison, Texas 75001  
 Main: 972.931.8325  
 Email: ddelph@trinitychristian.com

Job #: 19037.00  
 File Name: BIM\_389/19208.00 - Trinity Christian Academy/19208\_TCA\_Arvt  
 Date: 10.28.19  
 Drawn by: LT



**FACADE PLAN NOTES**

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING MATERIALS, FINISHES, AND MECHANICAL SYSTEMS SHALL BE DETERMINED BY THE ARCHITECT.
- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS SHOWN ON THIS PLAN.
- WHEN SCREENING DEVICES, DOWNSPOUTS, SCREENS AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING EXTERIOR FINISHES.
- ALL MECHANICAL UNITS, DOWNSPOUTS, SCREENS AND CONDUITS SHALL BE PERMITTED BY THE CHIEF BUILDING OFFICIAL, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.
- PROVIDE SPLASH BLOCKS AT DOWNSPOUT LOCATIONS.
- PROVIDE DOWNSPOUTS WITH SPLASH BLOCKS AT ALL LOCATIONS.
- MATERIAL MANUFACTURERS TO BE PROVIDED BY PORTABLE BLDG MANUFACTURER.
- PORTABLE BLDG MANUFACTURER: 2848 E. MAIN STREET, HOUSTON, TX 77002. PHONE: 281.437.8222. WEB SITE: MOBILEMODULAR.COM



**PORTABLE LOWER SCHOOL SCHEMATIC LIBRARY PLAN**  
 TRINITY CHRISTIAN ACADEMY PLANNED DEVELOPMENT  
 TOWN PROJECT #: 1806-SUP  
 17001 ADDISON ROAD  
 ADDISON, TX 75001

Owner: Trojan Real Properties  
 Contact: David DeJeph  
 Address: 17001 Addison Road  
 Addison, Texas 75001  
 Main: 972.931.8325  
 Email: ddejeph@trinitychristian.com

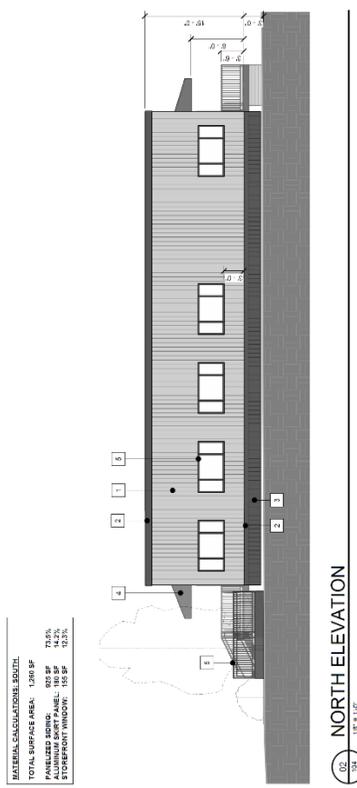
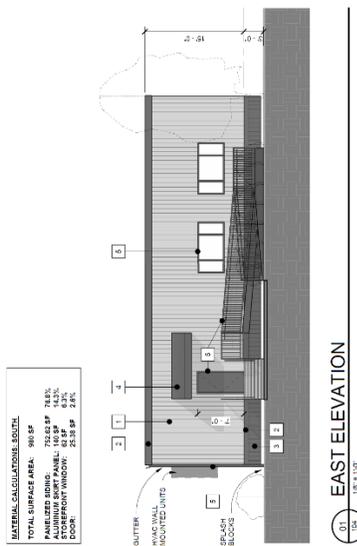
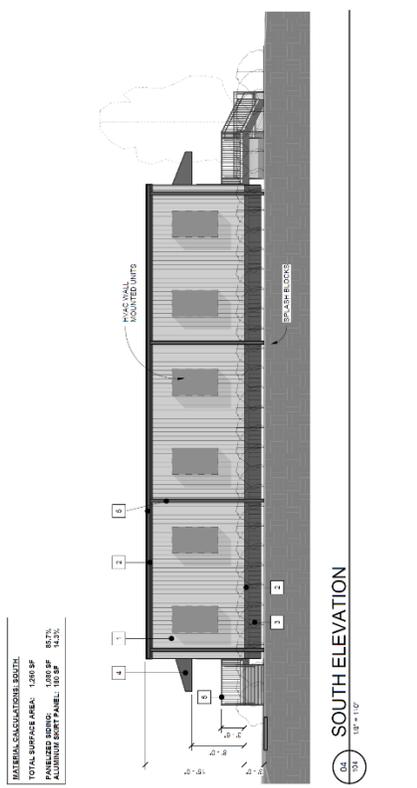
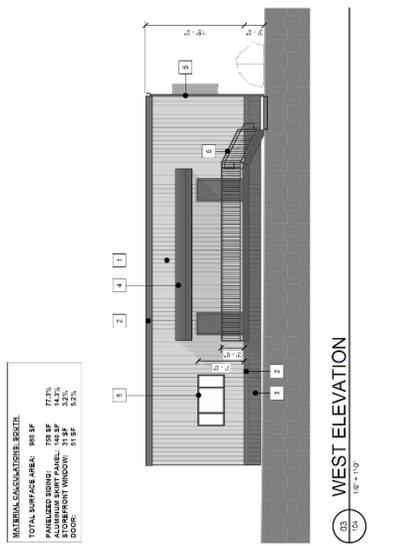
Job #: 19037.00  
 File Name: BIM\_360/19208.00 - Trinity Christian Academy/19208\_TCA\_A.rvt  
 Date: 10.28.19  
 Drawn by: LT

**FACADE PLAN NOTES**

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING MATERIALS, FINISHES, AND COLORS ARE TO BE DETERMINED BY THE ARCHITECT.
- ALL MATERIALS, FINISHES, AND COLORS ARE TO BE DETERMINED BY THE ARCHITECT.
- WHEN REVISED, EXISTING MATERIALS AND CONDITIONS SHALL BE MAINTAINED AND NOTATION ARE SUBJECT TO APPROVAL BY THE ARCHITECT.
- ALL EXISTING MATERIALS AND CONDITIONS ARE SUBJECT TO APPROVAL BY THE ARCHITECT.
- REVISIONS SHALL BE INDICATED INTERNALLY, UNLESS OTHERWISE NOTED BY THE ARCHITECT.

- PAINT EXTERIOR TO MATCH EXISTING ADJACENT BUILDINGS

3045 E. MAIN STREET  
SUITE 100  
ADDISON, TX 75001  
PHONE 972.487.5555  
WWW.GFFARCHITECTS.COM



**ACTION**  
APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_  
STAFF \_\_\_\_\_  
COUNCIL \_\_\_\_\_

DATE: \_\_\_\_\_

See the full approval process on the project folder. Changes to this document are tracked in the project folder.

**gff ARCHITECTS**  
Dallas | Fort Worth | Austin

0 4 8 16 Feet

**PORTABLE LOWER SCHOOL SCHEMATIC LIBRARY ELEVATIONS**

TRINITY CHRISTIAN ACADEMY PLANNED DEVELOPMENT  
TOWN PROJECT #: 1806-SUP  
17001 ADDISON ROAD  
ADDISON, TX 75001

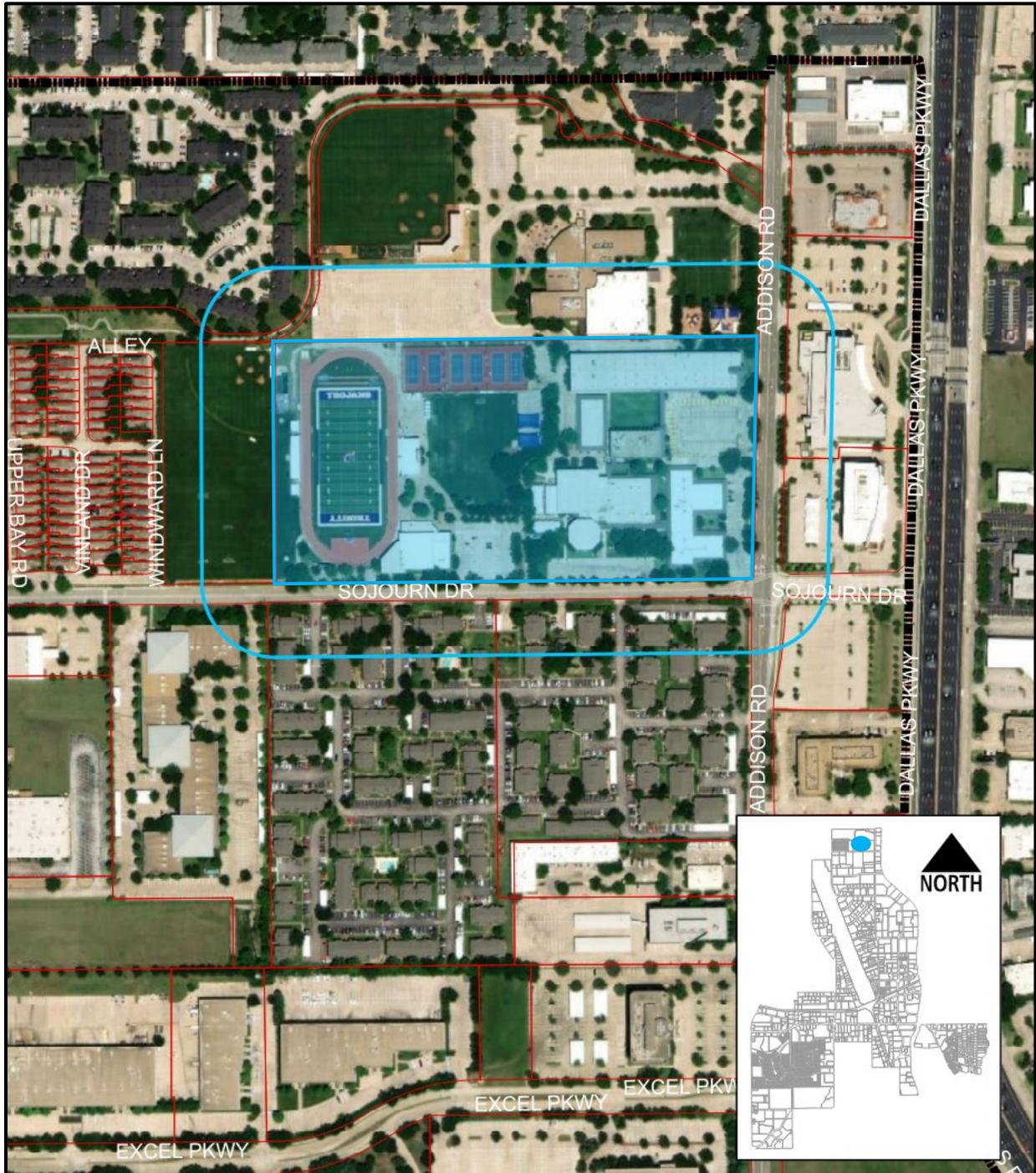
Job #: 19037.00  
File Name: BIM\_360\_190208.00 - Trinity Christian Academy\_190208\_TCA\_A.rvt  
Date: 10/28/19  
Drawn by: LT

Owner: Trojan Real Properties  
Contact: David Delph  
Address: 17001 Addison Road  
Addison, Texas 75001  
Main: 972.931.8325  
Email: ddelph@trinitychristian.com

# 1806-SUP

**PUBLIC HEARING** Case 1806-SUP/TCA Portable School Building. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing the zoning on property located at 17001 Addison Road, which property is currently zoned Planned Development, PD, through Ordinance O16-040, by approving a Special Use Permit for a temporary portable school building.

## LOCATION MAP





November 13, 2019

**STAFF REPORT**

RE: 1806-SUP/TCA Portable School Building  
LOCATION: 17001 Addison Road  
REQUEST: Approval of a Special Use Permit for a temporary portable school building, to allow uninterrupted education while phases of the previously approved master plan begin construction  
APPLICANT: William Dahlstrom, Jackson Walker LLP

**DISCUSSION:**

Background: Trinity Christian Academy (TCA) opened in Addison in 1976. At that time, the property was zoned Residential-1 (R-1) and a special use permit for a private school was approved. Over the years, as TCA expanded or altered their campus plan, new special use permits have been approved to accommodate TCA's growth into what exists currently on the site today, with an additional parcel further west on Sojourn Drive for athletic facilities. In 2016, following a visioning process to revise their campus master plan, primarily focusing on modernizing facilities and improving campus functionality, the TCA properties were rezoned to Planned Development (PD), through Ordinance O16-040. The new PD provided an allowance for a temporary portable school building in a specific location of the site, in order to accommodate school functions during the construction phases.

At this time, TCA is gearing up to begin construction in January 2020 for the Pre-K remodel of the existing Lower School Library Complex. In order to maintain uninterrupted education, TCA is proposing to locate a temporary portable school building, directly to the north of the existing Lower School Library Complex. Per PD ordinance for this site, such action requires a Special Use Permit (SUP).

Proposed Plan: The applicant is requesting approval of an SUP for a 4,032 square-foot temporary portable school building, for a maximum term of five years. The portable building will house the interim lower school library, a classroom, an office, and three bathrooms.

Permitted Uses: PD Ordinance O16-040 allows for portable buildings through SUP. The applicant's proposal of a temporary portable building is in compliance.

Development Standards: Development standards regulate the setbacks, building heights, lot sizes, and square footages of certain uses. PD Ordinance O16-040 provides the following requirements:

*Building Setbacks.* The proposed structure is within the permissible building zone per the previously approved master plan.

*Height.* The maximum building height is 60 feet as measured to the midpoint of the roof. The proposed structure is 15 feet tall. This complies with the requirements.

*Lot Coverage.* The maximum lot coverage for structures on the site is proposed to be 70%. This accounts for the total buildout of the master plan. The proposed structure complies with this requirement.

*Maximum Allowable Building Area.* The maximum allowable building area is 585,000 square feet. With the proposed structure, the total building area comes to 345,055 square feet. This complies with the requirements.

Parking: This PD district requires a minimum parking total of 932 spaces. The site plan shows a total of 932 parking spaces currently on site. With the addition of the new temporary square footage, the site would remain in compliance with parking requirements.

Exterior Facades. The PD district requires at least 80% of the exterior walls of all structures to be of masonry construction. Given the recent State legislation, prohibiting local municipalities from enforcing such requirements, the proposed structure is not required to comply with the masonry requirement. The proposed structure is a prefabricated building constructed entirely of panelized siding, with an aluminum skirt panel along the bottom.

Landscaping: The Landscape Ordinance requires that properties be brought up to current standards, where possible, when they go through a zoning process. This proposal is for a temporary structure on a site that is beginning redevelopment in accordance with the previously approved master plan. The landscape plan for this portion of the property shows general notes indicating irrigation intent and is in compliance with the Landscape Ordinance requirements.

**RECOMMENDATION: APPROVAL**

Trinity Christian Academy has been a valuable asset to the Town and the previously approved campus master plan is an important next step in the school's continued development. The proposed temporary portable building meets the requirements set by the PD district and is necessary in order to provide continued uninterrupted education for the students. Staff recommends approval of the request with one condition.

Staff recommends approval of the request, subject to the following condition:

- The proposed temporary portable school building shall be removed within a maximum of five years from the date of issuance of a Certificate of Occupancy.



Case 1806-SUP/TCA Portable School Building

November 19, 2019

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 19, 2019, voted to recommend approval of a Special Use Permit for a temporary portable school building in order to allow uninterrupted education while phases of the previously approved master plan begin construction, subject to the following condition:

- The proposed temporary portable school building shall be removed within a maximum of five years from the date of issuance of a Certificate of Occupancy.

Voting Aye: Catalani, Dougan, Meleky, Resnik, Souers, Wheeler

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

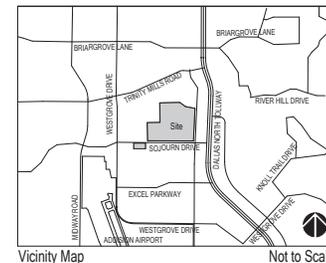
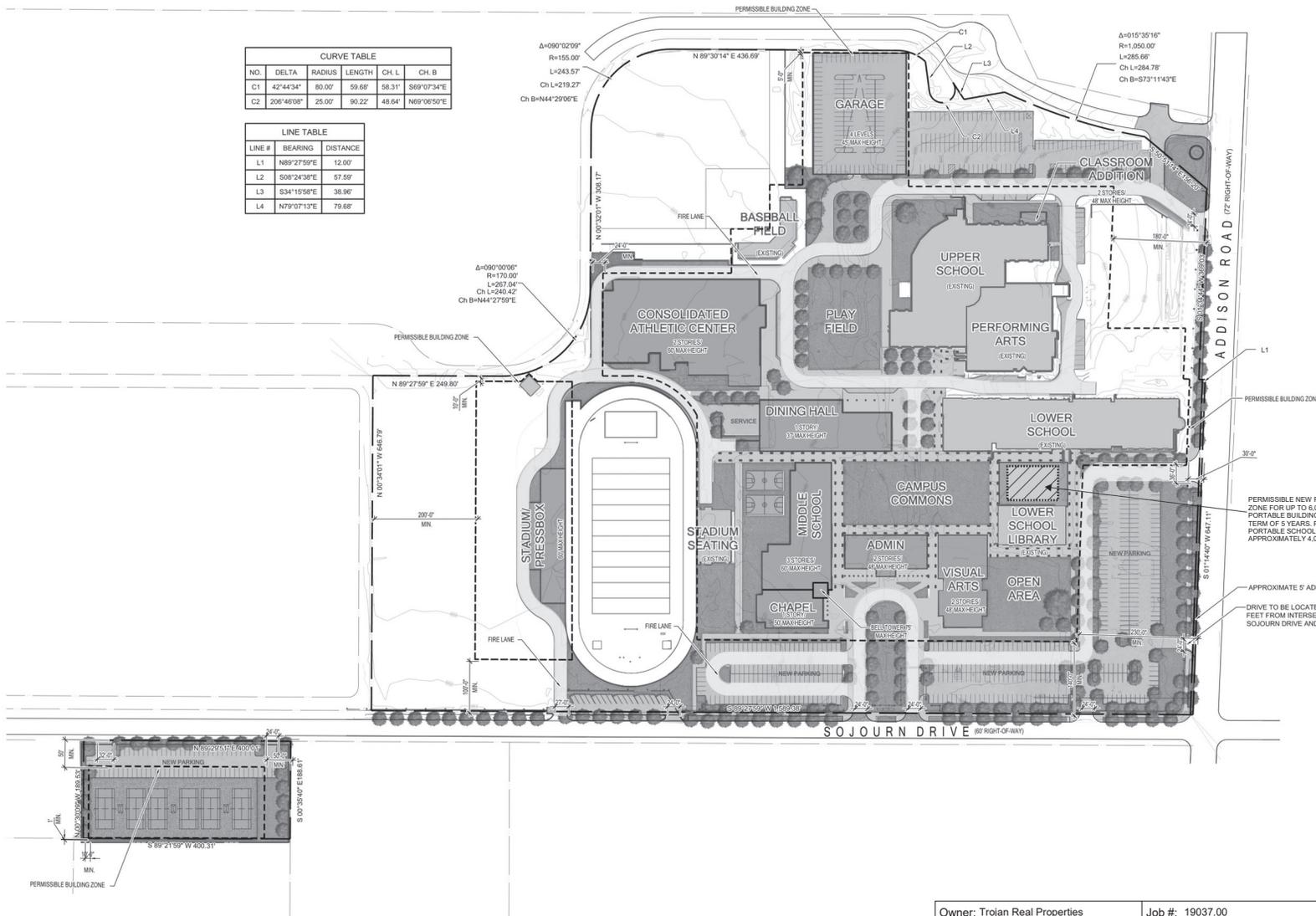
For: none

On: none

Against: none

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CH. L.	CH. B.
C1	42°44'34"	60.00'	59.68'	58.31'	S69°07'34"E
C2	206°46'08"	25.00'	90.22'	48.64'	N69°06'50"E

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°27'59"E	12.00'
L2	S08°24'38"E	57.59'
L3	S34°19'58"E	38.96'
L4	N79°07'13"E	79.66'

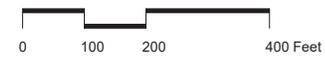


Maximum Allowable Building Area:  
585,000 SF

INDIVIDUAL BUILDINGS ARE FOR  
ILLUSTRATIVE PURPOSES ONLY

ACTION		
APPROVED	DENIED	
STAFF	Date	Initials
COUNCIL	Date	Initials

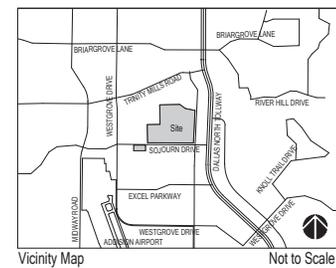
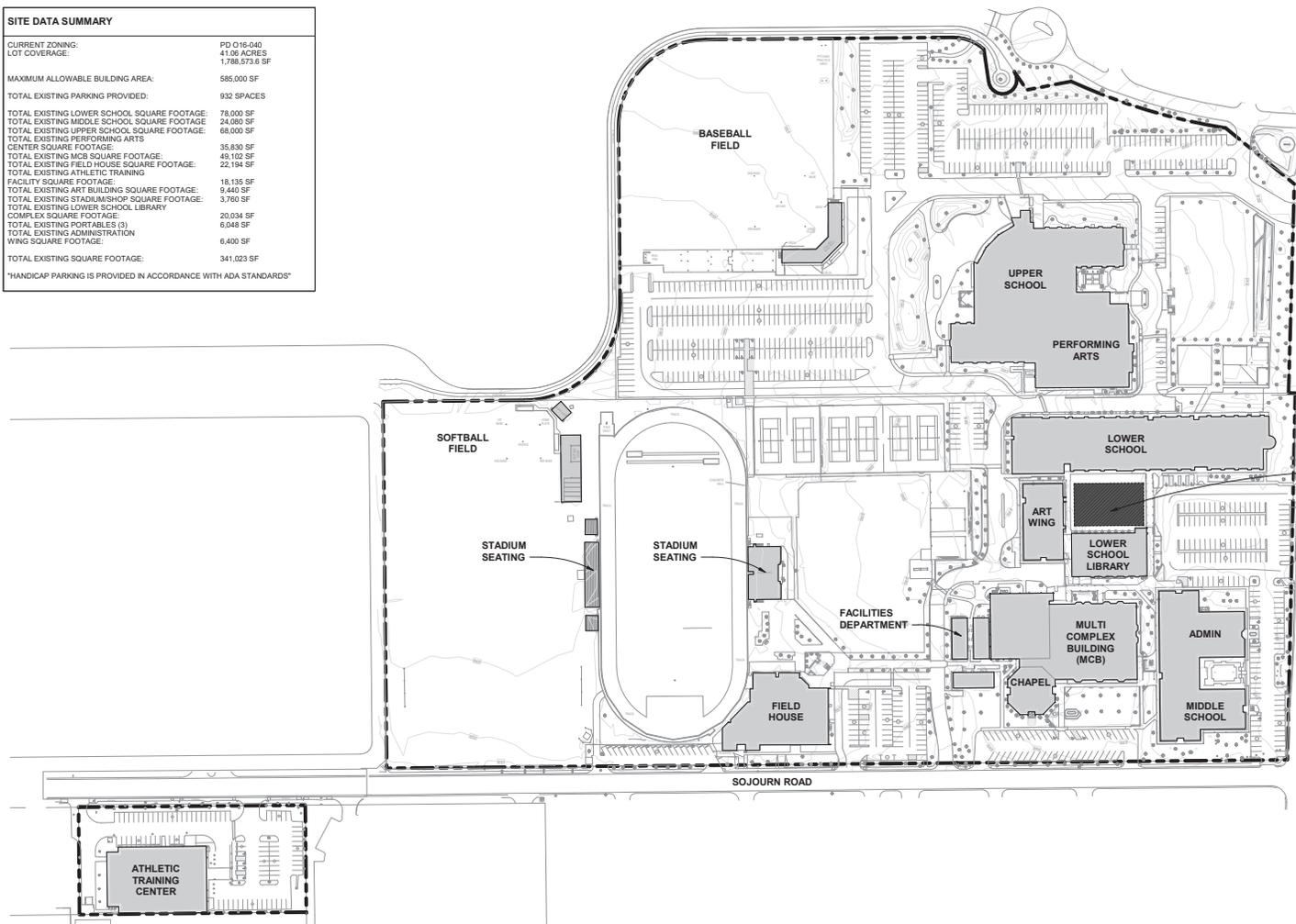
See the Staff Approval Letter or Council Result Memo for any conditions associated with the approval of the project.



### CONCEPT PLAN (REVISED)

Owner: Trojan Real Properties Contact: David Delph Address: 17001 Addison Road Addison, Texas 75001 Main: 972.931.8325 Email: ddelph@trinitychristian.com	Job #: 19037.00 File Name: BIM 360://19208.00 - Trinity Christian Academy/19208_TCA_A.rvt Date: 10.28.19 Drawn by: LT	TRINITY CHRISTIAN ACADEMY PLANNED DEVELOPMENT TOWN PROJECT #: 1806-SUP 17001 ADDISON ROAD ADDISON, TX 75001
--	--	--

SITE DATA SUMMARY	
CURRENT ZONING:	PD 016-040
LOT COVERAGE:	41.06 ACRES 1,786,573.6 SF
MAXIMUM ALLOWABLE BUILDING AREA:	585,000 SF
TOTAL EXISTING PARKING PROVIDED:	932 SPACES
TOTAL EXISTING LOWER SCHOOL SQUARE FOOTAGE:	78,000 SF
TOTAL EXISTING MIDDLE SCHOOL SQUARE FOOTAGE:	24,000 SF
TOTAL EXISTING UPPER SCHOOL SQUARE FOOTAGE:	68,000 SF
TOTAL EXISTING PERFORMING ARTS CENTER SQUARE FOOTAGE:	35,830 SF
TOTAL EXISTING MCB SQUARE FOOTAGE:	49,102 SF
TOTAL EXISTING FIELD HOUSE SQUARE FOOTAGE:	22,194 SF
TOTAL EXISTING ATHLETIC TRAINING FACILITY SQUARE FOOTAGE:	18,135 SF
TOTAL EXISTING ART BUILDING SQUARE FOOTAGE:	9,440 SF
TOTAL EXISTING STADIUM/SHOP SQUARE FOOTAGE:	3,760 SF
TOTAL EXISTING LOWER SCHOOL LIBRARY COMPLEX SQUARE FOOTAGE:	20,034 SF
TOTAL EXISTING PORTABLES (3)	6,048 SF
TOTAL EXISTING ADMINISTRATION WING SQUARE FOOTAGE:	6,400 SF
TOTAL EXISTING SQUARE FOOTAGE:	341,023 SF
*HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS*	

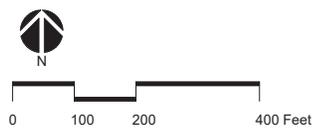


- TOWN OF ADDISON SITE PLAN NOTES**
1. ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
  2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
  3. BUILDINGS WITH AN AGGREGATE SUM OF 5,000 SQUARE FEET OR GREATER ON A LOT SHALL HAVE AUTOMATIC FIRE 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. PORTABLE BUILDINGS: TERM: MAXIMUM OF 5 YEARS.

PERMISSIBLE NEW PORTABLE BUILDING ZONE FOR UP TO 6,000 SF OF NEW PORTABLE BUILDINGS FOR A MAXIMUM TERM OF 5 YEARS. PROPOSED PORTABLE SCHOOL BUILDING TOTAL OF APPROXIMATELY 4,000 SQUARE FEET.

ACTION	
APPROVED	DENIED
STAFF _____	_____
Date _____	Initials _____
COUNCIL _____	_____
Date _____	Initials _____

See the Staff Approval Letter or Council Resol/Memo for any conditions associated with the approval of the project.



**EXISTING SITE PLAN**

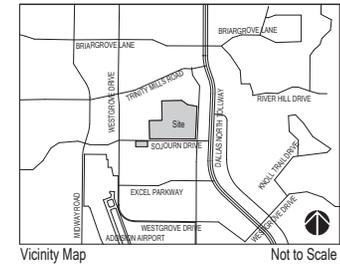
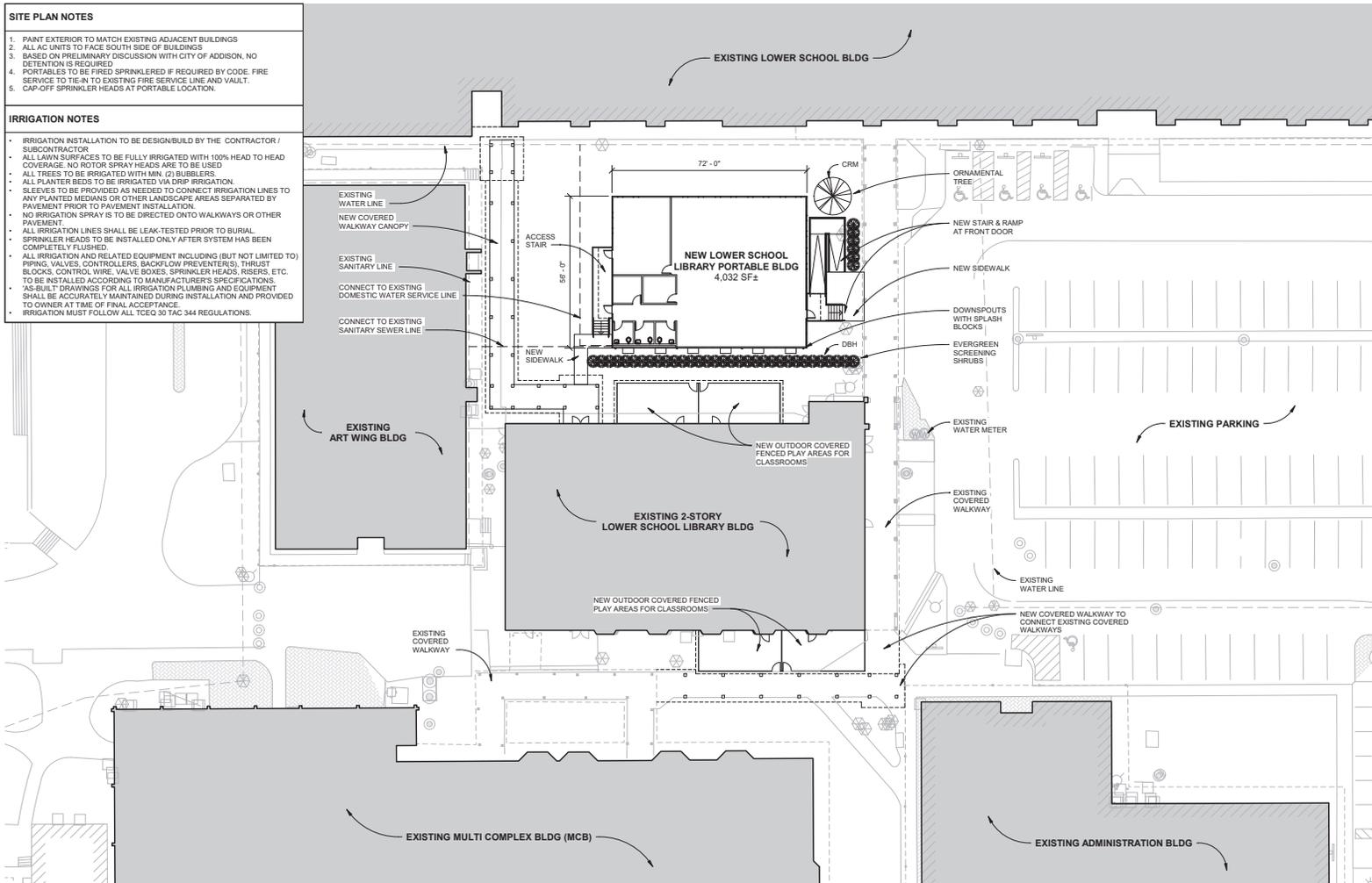
Owner: Trojan Real Properties	Job #: 19037.00	TRINITY CHRISTIAN ACADEMY PLANNED DEVELOPMENT TOWN PROJECT #: 1806-SUP 17001 ADDISON ROAD ADDISON, TX 75001
Contact: David Delph	File Name: BIM 360://19208.00 - Trinity Christian Academy/19208_TCA_A.rvt	
Address: 17001 Addison Road Addison, Texas 75001	Date: 10.28.19	
Main: 972.931.8325	Drawn by: LT	
Email: ddelph@trinitychristian.com		

**SITE PLAN NOTES**

1. PAINT EXTERIOR TO MATCH EXISTING ADJACENT BUILDINGS
2. ALL AC UNITS TO FACE SOUTH SIDE OF BUILDINGS
3. BASED ON PRELIMINARY DISCUSSION WITH CITY OF ADDISON, NO DETENTION IS REQUIRED
4. PORTABLES TO BE FIRED SPRINKLERED IF REQUIRED BY CODE. FIRE SERVICE TO TIE-IN TO EXISTING FIRE SERVICE LINE AND VAULT.
5. CAP-OFF SPRINKLER HEADS AT PORTABLE LOCATION.

**IRRIGATION NOTES**

- IRRIGATION INSTALLATION TO BE DESIGN/BUILD BY THE CONTRACTOR / SUBCONTRACTOR
- ALL LAWN SURFACES TO BE FULLY IRRIGATED WITH 100% HEAD TO HEAD COVERAGE. NO ROTOR SPRAY HEADS ARE TO BE USED
- ALL TREES TO BE IRRIGATED WITH MIN. (2) BUBBLERS
- ALL PLANTER BEDS TO BE IRRIGATED VIA DRIP IRRIGATION
- SLEEVES TO BE PROVIDED AS NEEDED TO CONNECT IRRIGATION LINES TO ANY PLANTED MEDIANS OR OTHER LANDSCAPE AREAS SEPARATED BY PAVEMENT PRIOR TO PAVEMENT INSTALLATION.
- NO IRRIGATION SPRAY IS TO BE DIRECTED ONTO WALKWAYS OR OTHER PAVEMENT
- ALL IRRIGATION LINES SHALL BE LEAK-TESTED PRIOR TO BURIAL
- SPRINKLER HEADS TO BE INSTALLED ONLY AFTER SYSTEM HAS BEEN COMPLETELY FLUSHED.
- ALL IRRIGATION AND RELATED EQUIPMENT INCLUDING (BUT NOT LIMITED TO) PIPING, VALVES, CONTROLLERS, BACKFLOW PREVENTERS, THRUST BLOCKS, CONTROL WIRE, VALVE BOXES, SPRINKLER HEADS, RISERS, ETC. TO BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
- AS-BUILT DRAWINGS FOR ALL IRRIGATION PLUMBING AND EQUIPMENT SHALL BE ACCURATELY MAINTAINED DURING INSTALLATION AND PROVIDED TO OWNER AT TIME OF FINAL ACCEPTANCE.
- IRRIGATION MUST FOLLOW ALL TCEQ 30 TAC 344 REGULATIONS.

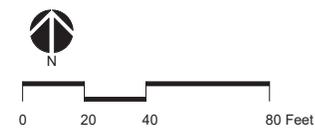


**TOWN OF ADDISON SITE PLAN NOTES**

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 FIRE 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. PORTABLE BUILDINGS TERM: MAXIMUM OF 5 YEARS.

ACTION	
APPROVED	DENIED
STAFF _____	_____
Date _____	Initials _____
COUNCIL _____	_____
Date _____	Initials _____

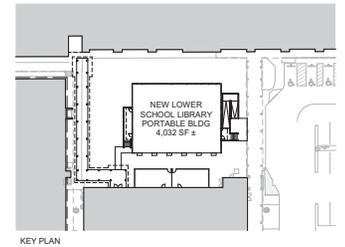
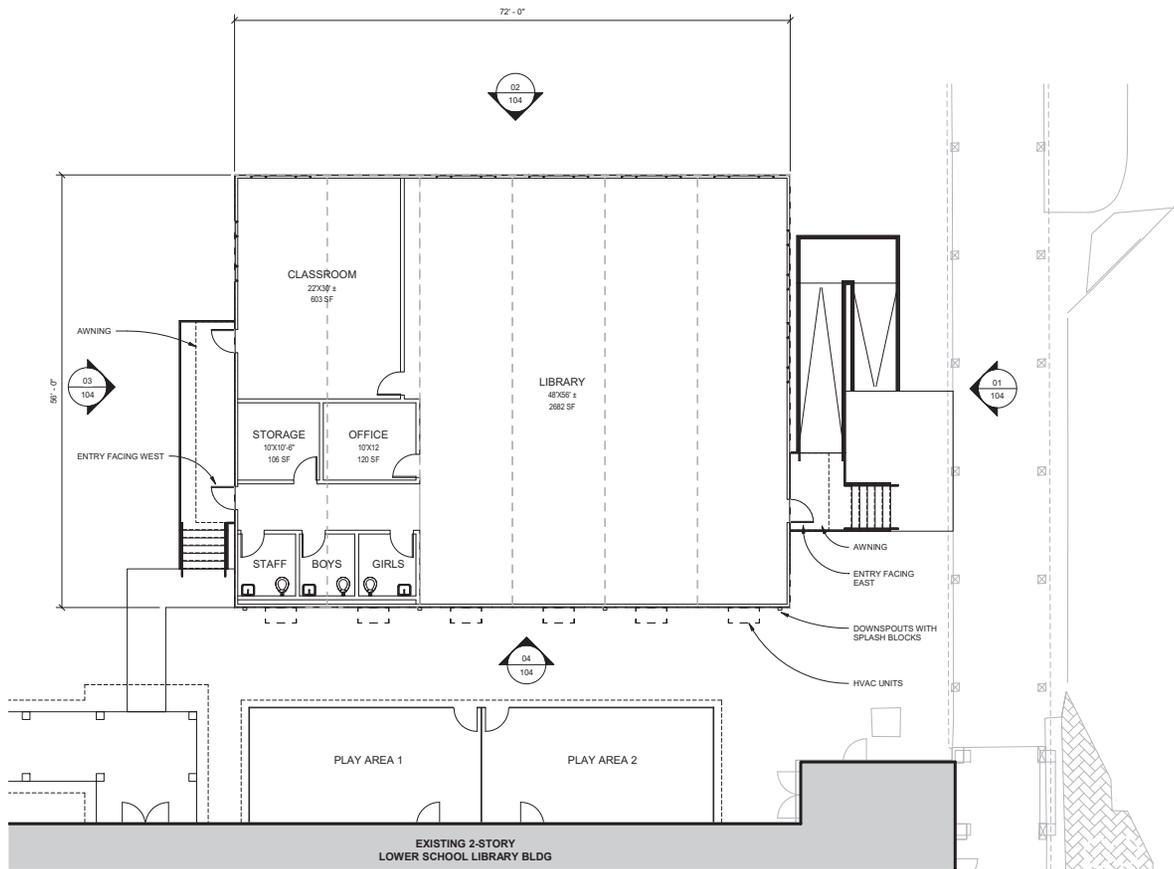
See the Staff Approval Letter or Council Resolution Memo for any conditions associated with the approval of the project.



PLANTING LIST									
KEY	UNIT	COUNT	COMMON NAME	SCIENTIFIC NAME	SIZE	HEIGHT	SPREAD	SPACING	COMMENTS
<b>ORNAMENTAL TREES</b>									
CRM	EA	1	CRAPE MYRTLE 'TUSCARORA'	LAGERSTROEMIA INDICA 'TUSCARORA'	30 GAL.	8'-10'	4'-5'	AS SHOWN	FULL SYMMETRICAL CANOPY/MATCHED/MIN. 2" OVERALL CALIPER
<b>SHRUBS &amp; PERENNIALS</b>									
DBH	EA	39	DWARF BURFORD HOLLY	LLEX CORNULA 'DWARF BURFORD'	#7 CONT.	28"-30"	24"-26"	36"	FULL AN SYMMETRICAL

Owner: Trojan Real Properties Contact: David Delph Address: 17001 Addison Road Addison, Texas 75001 Main: 972.931.8325 Email: ddelph@trinitychristian.com	Job #: 19037.00 File Name: BIM 360://19208.00 - Trinity Christian Academy/19208_TCA_A_rvt Date: 10.28.19 Drawn by: LT	TRINITY CHRISTIAN ACADEMY PLANNED DEVELOPMENT TOWN PROJECT #: 1806-SUP 17001 ADDISON ROAD ADDISON, TX 75001
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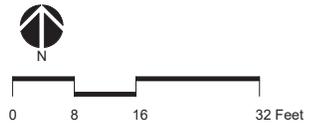
**SITE AND LANDSCAPE PLAN**



- 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
- PROVIDE SPLASH BLOCKS AT DOWNSPOUT LOCATIONS
  - PAINT EXTERIOR TO MATCH EXISTING ADJACENT BUILDINGS
  - ALL AC UNITS TO FACE SOUTH SIDE OF BUILDINGS
  - MATERIAL MANUFACTURERS TO BE PROVIDED BY PORTABLE MANUFACTURER, MOBILE MODULAR
  - PORTABLE BUILDING MANUFACTURER  
MOBILE MODULAR MANAGEMENT CORPORATION  
2840 E. MAIN STREET  
GRAND PRAIRIE, TX 75050  
PHONE: 281.487.9222  
WEB SITE: MOBILEMODULAR.COM

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.

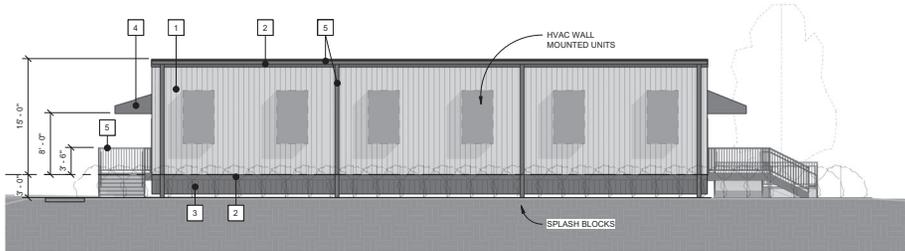


**PORTABLE LOWER SCHOOL SCHEMATIC LIBRARY PLAN**

Owner: Trojan Real Properties Contact: David Delph Address: 17001 Addison Road Addison, Texas 75001 Main: 972.931.8325 Email: ddelph@trinitychristian.com	Job #: 19037.00 File Name: BIM 360://19208.00 - Trinity Christian Academy/19208_TCA_A.rvt Date: 10.28.19 Drawn by: LT	TRINITY CHRISTIAN ACADEMY PLANNED DEVELOPMENT TOWN PROJECT #: 1806-SUP 17001 ADDISON ROAD ADDISON, TX 75001
--	--	--

**MATERIAL CALCULATIONS: SOUTH**

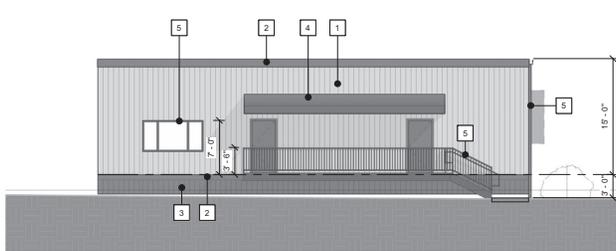
TOTAL SURFACE AREA:	1,260 SF
PANELIZED SIDING:	1,089 SF 86.4%
ALUMINUM SKIRT PANEL:	180 SF 14.3%



04 SOUTH ELEVATION  
1/8" = 1'-0"

**MATERIAL CALCULATIONS: SOUTH**

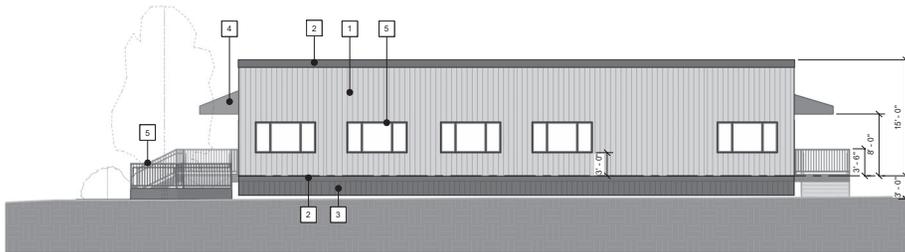
TOTAL SURFACE AREA:	990 SF
PANELIZED SIDING:	758 SF 77.3%
ALUMINUM SKIRT PANEL:	140 SF 14.3%
STOREFRONT WINDOW:	31 SF 3.2%
DOOR:	61 SF 6.2%



03 WEST ELEVATION  
1/8" = 1'-0"

**MATERIAL CALCULATIONS: SOUTH**

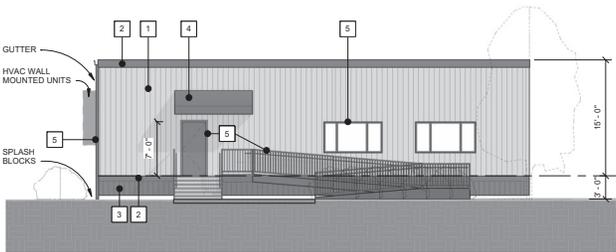
TOTAL SURFACE AREA:	1,260 SF
PANELIZED SIDING:	925 SF 73.4%
ALUMINUM SKIRT PANEL:	180 SF 14.3%
STOREFRONT WINDOW:	155 SF 12.3%



02 NORTH ELEVATION  
1/8" = 1'-0"

**MATERIAL CALCULATIONS: SOUTH**

TOTAL SURFACE AREA:	990 SF
PANELIZED SIDING:	752.62 SF 76.0%
ALUMINUM SKIRT PANEL:	140 SF 14.3%
STOREFRONT WINDOW:	62 SF 6.3%
DOOR:	25.38 SF 2.6%



01 EAST ELEVATION  
1/8" = 1'-0"

**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
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- 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

- PAINT EXTERIOR TO MATCH EXISTING ADJACENT BUILDINGS
- DOOR AND WINDOW LOCATIONS ARE APPROXIMATE
- PROVIDE SPLASH BLOCKS AT DOWNSPOUT LOCATIONS
- ALL AC UNITS TO FACE SOUTH SIDE OF BUILDINGS
- MATERIAL MANUFACTURERS TO BE PROVIDED BY PORTABLE MANUFACTURER, MOBILE MODULAR
- PORTABLE BUILDING MANUFACTURER  
MOBILE MODULAR MANAGEMENT CORPORATION  
2848 E. MAIN STREET  
GRAND PRAIRIE, TX 75050  
PHONE: 281.487.9222  
WEB SITE: MOBILEMODULAR.COM

**EXTERIOR ELEVATIONS KEY**

XX MATERIAL TAG

**EXTERIOR MATERIAL LEGEND**

- 1 [Vertical Lines] PANELIZED SIDING, PAINTED TO MATCH EXISTING BUILDING
- 2 [Solid Grey] PANELIZED SIDING MATERIAL FASCIA
- 3 [Horizontal Lines] ALUMINUM SKIRT PANELS
- 4 [Diagonal Lines] FABRIC AWNING
- 5 [Solid Grey] PAINTED ALUMINUM METAL

**ACTION**

APPROVED	DENIED
STAFF	_____
Date	Initials
COUNCIL	_____
Date	Initials

See the Staff Approval Letter or Council Resolution Memo for any conditions associated with the approval of the project.



**PORTABLE LOWER SCHOOL SCHEMATIC LIBRARY ELEVATIONS**

Owner: Trojan Real Properties  
Contact: David Delph  
Address: 17001 Addison Road  
Addison, Texas 75001  
Main: 972.931.8325  
Email: ddelph@trinitychristian.com

Job #: 19037.00  
File Name: BIM 360://19208.00 - Trinity Christian Academy/19208\_TCA\_A.rvt  
Date: 10.28.19  
Drawn by: LT

TRINITY CHRISTIAN ACADEMY PLANNED DEVELOPMENT  
TOWN PROJECT #: 1806-SUP  
17001 ADDISON ROAD  
ADDISON, TX 75001

## Work Session and Regular Meeting

15.

Meeting Date: 12/10/2019

Department: Parks & Recreation

Pillars: Optimize the Addison Brand

---

### AGENDA CAPTION:

Present, Discuss and Consider Action on a Resolution Recognizing Former City Manager Ron Whitehead and Former Director of Development Services Carmen Moran in Accordance with the Town's Naming and Recognition Policy.

### BACKGROUND:

Mayor Pro Tempore Walden and Council Member Quintanilla requested an item be placed on the July 10, 2018 Council agenda to discuss options for recognizing and honoring former City Manager Ron Whitehead and former Director of Development Services Carmen Moran. During the discussion, Council came to a consensus to recognize both former Town employees. Council directed City Manager Wes Pierson to contact Mr. Whitehead and inquire if he would welcome this type of recognition for himself and Ms. Moran.

August 28, 2018 Staff provided Mr. Whitehead's input to Council. Below is a summary of Mr. Whitehead's response:

- He would really like to see something named after Carmen Moran, perhaps the Vitruvian Amphitheatre;
- He does not want a statue in his likeness;
- He would prefer that nothing be named after him;
- He would request that any effort only use private funding; and
- Ideally, any recognition would be something understated and humble that communicates that people (he and others) really cared about Addison. It would be something that communicates the beauty/creativity/story of how Addison Circle or Vitruvian came about.

Council directed Town Staff to make recommendations on how best to honor Mr. Whitehead and Mrs. Moran in Addison Circle and Vitruvian Park. After listening to Council's discussion, Staff provided recognition options for Council to review and discuss on November 21, 2019 during the Council Work Session. Those options included:

### Ron Whitehead Recognition at Addison Circle Park

- Plaza Option – Dedicate the plaza in honor of Mr. Whitehead and install a plaque in the paving.

- Arbor Option – Dedicate the arbor at Addison Circle Park in honor of Mr. Whitehead and install a plaque, perennial border and bench.

### **Carmen Moran Recognition at Vitruvian Park**

- Entry Option – Add engraving to the existing granite medallion to name the Amphitheater after Mrs. Moran and install a plaque on the adjacent concrete wall.
- Stage Option – Add a plaque in the paving, naming the Amphitheater after Mrs. Moran.

Council discussed the options and it appeared, to staff, there was a consensus among Council to dedicate the plaza at Addison Circle Park to Ron Whitehead (Plaza Option) and name the Amphitheater at Vitruvian Park after Carmen Moran (Entry Option). Staff will repeat the work session presentation made on November 21, 2019 and is asking Council to discuss and consider action on a resolution to recognize former town employees Ron Whitehead and Carmen Moran.

### **RECOMMENDATION:**

Administration recommends approval.

---

### **Attachments**

Resolution - Former Town Employee Recognition

Presentation - Former Town Employee Recognition

---

**RESOLUTION NO. R19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS RECOGNIZING FORMER CITY MANAGER, RON WHITEHEAD AND FORMER DIRECTOR OF DEVELOPMENT SERVICES CARMEN MORAN FOR THEIR SERVICE TO THE TOWN.**

**WHEREAS**, the City Council approved a Naming and Recognition Policy; and

**WHEREAS**, the City Council has approved Resolution No. R17-103 approving a Naming and Recognition Policy for City Owned Structures, Trails and Parks; and

**WHEREAS**, the City Council approves locating a plaque in the Plaza at Addison Circle Park dedicating the plaza to former City Manager Ron Whitehead which complies with the Naming and Recognition Policy; and

**WHEREAS**, the City Council approves locating a plaque at the Vitruvian Park Amphitheater, engraving the existing granite paving medallion and naming the Amphitheater the Carmen Moran Amphitheater at Vitruvian Park, which complies with the Naming and Recognition Policy;

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

**SECTION 1.** The recitals set forth above are true and correct and are incorporated as if fully set forth herein.

**SECTION 2.** The City Council hereby approves dedicating the Plaza at Addison Circle Park to recognize former City Manager Ron Whitehead. A plaque will be installed in the plaza paving noting the dedication and Mr. Whitehead's years of service to the Town.

**SECTION 3.** The City Council hereby approves naming the Amphitheater at Vitruvian Park to recognize former Director of Development Services Carmen Moran. The existing granite paving medallion will be engraved noting the "Carmen Moran Amphitheater at Vitruvian Park". A plaque will be installed on a seat wall identifying Ms. Moran's years of service to the Town.

**SECTION 4.** 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 10<sup>TH</sup> day of DECEMBER 2019.

**TOWN OF ADDISON, TEXAS**

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

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

# Recognition of Former Town Employees

Work Session

December 10, 2019

The logo for the town of Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font. The text is centered within a white circle, which is set against a blue background. The blue background is part of a larger graphic element on the right side of the slide, consisting of a blue triangle pointing downwards, with a white circle inside it. The top and bottom corners of the blue triangle are cut off by a diagonal white line, revealing a dark grey background.



## Recognition of Former Mayors by Council:

### Beckert Park

- Mayor Rich Beckert 1993-1999

### Spruill Park

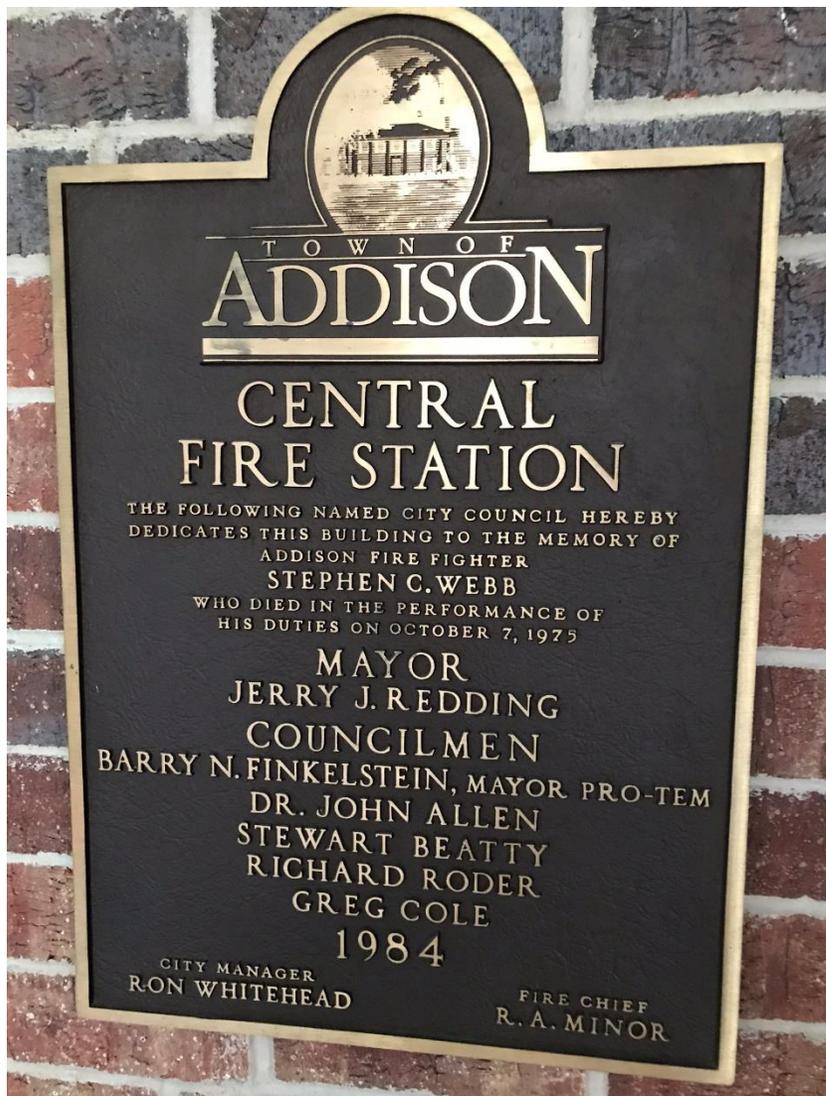
- Mayor Lynn Spruill 1988-1993

### Redding Trail & Dog Park

- Mayor Jerry Redding 1975-1988

### Wheeler Bridge

- Mayor Scott Wheeler 1999-2005



## Recognition by Council of Employee that Died While Serving the Town



## Other Forms of Recognition:

**Developer led recognition of prominent land owners in Addison Circle District**

**Morris Avenue\***

**Marcus Avenue**

**Breedlove Place**

**Goodman Avenue**

**\*MW Morris served as Mayor 1953-1969**

# Historical Naming & Recognition

## Other Forms of Recognition:

**Staff led recognition of employees lost in the line of service, in remembrance of an employee that passed or to recognize the retirement of an employee**



**Adopted November 14, 2017**

## **Stipulations for naming a park, trail or facility after a person:**

1. Person has made a minimum financial contribution of \$1,000,000
2. Person has made significant and consistent long-term contributions to the town.
3. Person was an employee of the town and served at least 20 years, but has not been employed by the Town within the past 5 years.
4. Shall not have been a City Council Member / Mayor of the Town within the last 5 years.

## Adopted November 14, 2017

- When appropriate Parks, Trails and Facilities can be named after prominent geographical or features of land.
- Different sections of parks and facilities may carry names that differ from the overall park or facility name. This may include naming individual items of a park or facility.
- All naming decisions are to be made at the sole discretion of the City Council.

# Recognition of Former Town Employees

- Council requested staff look at ways to recognize former City Manager Ron Whitehead and former Director of Development Services Carmen Moran for their contribution and legacy to the Town.

## Direction Included:

- Install a plaque at Addison Circle recognizing Ron Whitehead's service and add similar elements (Plantings & Bench).  
Remove 20 years of service plaque near Addison Grove.
- Name Vitruvian Park Amphitheater after Carmen Moran.
- Areas could include a small garden or space for a future sculpture installation.

# Existing Recognition– Ron Whitehead



Current Dedication - Daylily Garden includes:

- Dedication Plaque
- Bench
- Daylily plantings

# Recognition Locations – Ron Whitehead

ADDISON



# Recognition – Ron Whitehead Plaza Option

ADDISON



# Recognition – Ron Whitehead Arbor Option

ADDISON



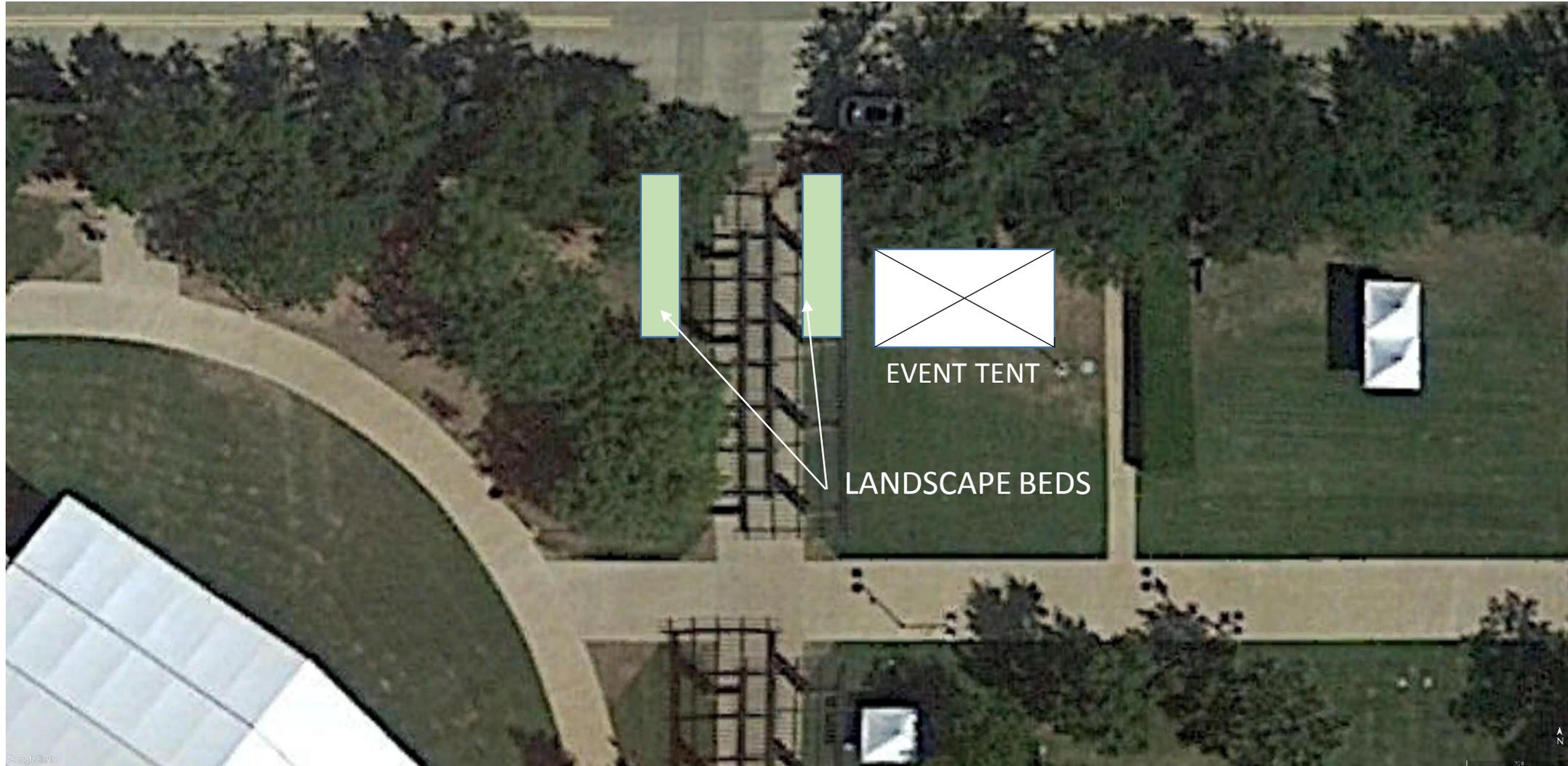
- Located on each end of the arbor at Addison Circle Park.
- Includes a Dedication Plaque.
- Perennial border w/ benches between 3 column groupings on each end.



Representative perennial border photo

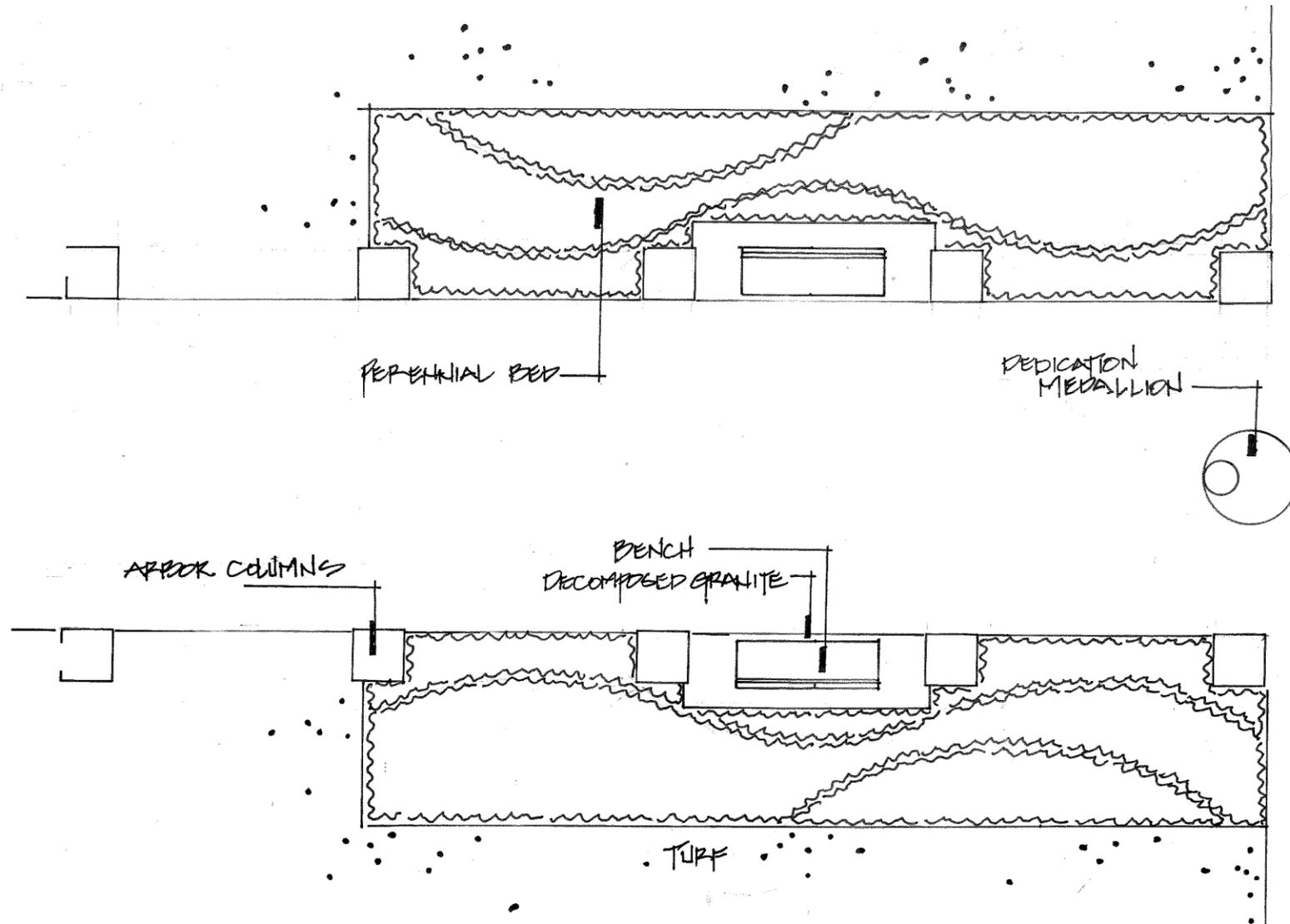
# Recognition – Ron Whitehead Arbor Option

ADDISON



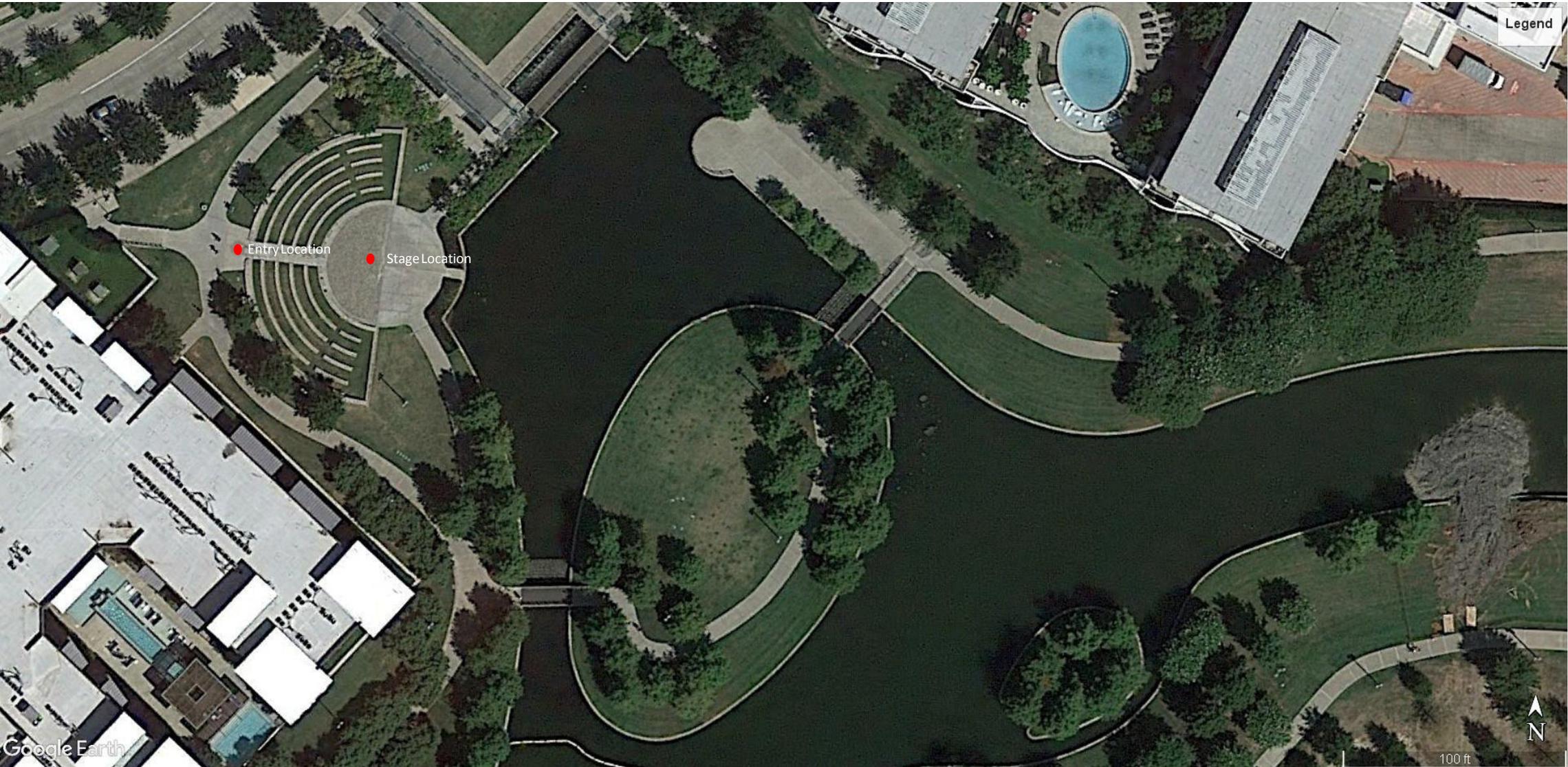
# Recognition – Ron Whitehead Arbor Option

ADDISON



# Recognition – Carmen Moran

ADDISON



# Recognition – Carmen Moran Entry Location

ADDISON



CARMEN MORAN  
AMPHITHEATER

AT VITRUVIAN PARK

*Thank you for your vision, passion  
and committment to the Addison Way*

TOWN OF  
ADDISON  
SERVICE

1984-2014

Proposed Engraving in Medallion  
Plaque on seat wall

# Recognition – Carmen Moran Stage Location

ADDISON



Proposed Plaque in Paving

# Next Steps

- Council approve a resolution adopting the selected recognition options.
- Develop plans for each location, based on Council direction.
- Receive bids for materials and installation.
- Provide Council with an update.
- Install proposed elements. (Spring 2020)

**Work Session and Regular Meeting**

**16.**

**Meeting Date:** 12/10/2019

**Department:** Development Services

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**AGENDA CAPTION:**

Present, Discuss, and Consider Action on a **Resolution Appointing a Member to the Planning and Zoning Commission to Fill an Unexpired Term.**

**BACKGROUND:**

The members of the Planning and Zoning Commission have 2 year terms, which run concurrently with the Council Member who appointed them.

Commissioner Linda Groce was appointed to the Planning and Zoning Commission by Council Member Quintanilla for a term running from January 1, 2019 through December 31, 2020. Ms. Groce has resigned from the Planning and Zoning Commission and a new appointment must be made to serve for the remainder of this term.

The resolution attached to this item will allow Council Member Quintanilla to nominate a member for appointment to serve from January 1, 2020 to December 31, 2020.

**RECOMMENDATION:**

Staff requests direction from Council.

---

**Attachments**

Resolution - Planning and Zoning Commission Appointment for Place 2 Unexpired Term

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**TOWN OF ADDISON, TEXAS**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPOINTING ONE MEMBER TO SERVE ON THE PLANNING & ZONING COMMISSION FOR AN UNEXPIRED TWO-YEAR TERM COMMENCING JANUARY 1, 2020 AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 2 of the Town of Addison Code of Ordinances, the Addison Planning & Zoning Commission is comprised of seven members serving two-year terms; and

**WHEREAS**, a vacancy has occurred on the Planning & Zoning Commission in Place 2 with the resignation of Commissioner Linda Groce; and

**WHEREAS**, the City Council desires to fill the vacancy.

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

**Section 1.** The following appointment is made to the Addison Planning & Zoning Commission to serve the remainder of the unexpired term commencing January 1, 2020 and ending on December 31, 2020 or until their successor is appointed and duly authorized to serve:

Place 2 - \_\_\_\_\_

**Section 2.** This Resolution 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 December, 2019.

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

ATTEST:

By: \_\_\_\_\_  
Irma Parker, City Secretary

APPROVED AS TO FORM:

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

**Work Session and Regular Meeting**

17.

**Meeting Date:** 12/10/2019

**Department:** Development Services

---

**AGENDA CAPTION:**

Present, Discuss, and Consider Action on a **Resolution Appointing a Member to the Board of Adjustment to Fill an Unexpired Term.**

**BACKGROUND:**

The members of the Board of Adjustment have 2 year terms, which run concurrently with the Council Member who appointed them.

Board Member Chris DeFrancisco was appointed to the Board of Adjustment by Council Member Walden for a term running from January 1, 2019 through December 31, 2020. Mr. DeFrancisco was appointed to the Planning and Zoning Commission by the City Council on October 29, 2019. Mr. DeFrancisco has resigned from the Board of Adjustment in order to serve on the Planning and Zoning Commission. Therefore, a new appointment must be made to serve for the remainder of his term on the Board of Adjustment.

The resolution attached to this item will allow Council Member Walden to nominate a member for appointment to serve from January 1, 2020 to December 31, 2020.

**RECOMMENDATION:**

Staff requests direction from Council.

---

**Attachments**

Resolution - Board of Adjustment Appointment for Place 3 Unexpired Term

---

**TOWN OF ADDISON, TEXAS**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPOINTING ONE MEMBER TO SERVE ON THE BOARD OF ADJUSTMENT FOR AN UNEXPIRED TWO-YEAR TERM COMMENCING JANUARY 1, 2020 AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 2 of the Town of Addison Code of Ordinances, the Addison Board of Adjustment is comprised of seven members serving two-year terms; and

**WHEREAS**, a vacancy has occurred on the Board of Adjustment in Place 3 with the resignation of Chris DeFrancisco; and

**WHEREAS**, the City Council desires to fill the vacancy.

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

**Section 1.** The following appointment is made to the Addison Board of Adjustment to serve the remainder of the unexpired term commencing January 1, 2020 and ending on December 31, 2020 or until their successor is appointed and duly authorized to serve:

Place 3 - \_\_\_\_\_

**Section 2.** This Resolution 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 December, 2019.

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

ATTEST:

By: \_\_\_\_\_  
Irma Parker, City Secretary

APPROVED AS TO FORM:

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

## Work Session and Regular Meeting

18.

Meeting Date: 12/10/2019

Department: Infrastructure- Development Services

Pillars: Excellence in Asset Management  
Excellence in Transportation Systems

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### AGENDA CAPTION:

Present, Discuss, and Consider Action on a **Resolution to Approve the Agreement for Professional Engineering Services Between the Town of Addison and Jacobs Engineering Group, Inc., for the Design of the Improvements to Keller Springs Road and Airport Parkway and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$1,439,000.

### BACKGROUND:

This action will approve an agreement for professional engineering services with Jacobs Engineering Group, Inc., (Jacobs) for the design of the reconstruction and addition of the Master Transportation Plan elements to Keller Spring Road and Airport Parkway for an amount not to exceed \$1,439,000. Keller Springs Road and Airport Parkway were included in Proposition A of the 2019 Bond Program election that the Addison voters approved on November 5, 2019.

The opinion of probable construction costs from the 2019 Addison Bond Program cost estimates as developed by Jacobs, is \$8,719,650 for Keller Springs Road and \$5,813,982 for Airport Parkway, totaling \$14,533,632. This amount does not include the total project costs of \$12.9M for Keller Springs Road and \$9.4M for Airport Parkway, which includes costs for right-of-way acquisition and other soft costs, such as engineering, administrative costs, construction management, and materials testing. Jacob's design fee is \$1,439,000, which equates to a fee percentage of 9.9% of the estimated construction cost. This is consistent with the percentages assumed for this service in the 2019 Bond Program analysis.

Staff recommends that the roads be designed at the same time to save the cost of remobilization for topographic surveying and sub-surface utility exploration services. Once designed, however, roads are not planned to be reconstructed at the same time.

On December 11, 2018 the Council approved a contract with Jacobs for the development of costs associated with the proposed street 2019 Bond Program. Given Jacobs familiarity of the projects, Staff recommends that they design the roadways.

The major scope items included in the design will be:

- Task A - Concept Studies and Preliminary Engineering
- Task B - Public Involvements
- Task C - Utility Coordination and Sub-Surface Utility Exploration
- Task D - Project Management
- Task E - Field Surveying
- Task F - Roadway Design
- Task G - Drainage
- Task H - Signage, Markings, and Signalization
- Task I - Miscellaneous Plan Development
- Task J - Traffic Control and Sequencing
- Task K - Illumination
- Task L - Environmental and Storm Water Pollution Prevention Plans
- Task M - Water and Wastewater Improvements
- Task N - Landscape and Aesthetic Improvements
- Task O - Quantities, Estimate and Specifications, and Bid Documents
- Task P - Bid Phase Services
- Task Q - Easement and ROW Acquisition
- Task R - Independent Design Review

Pending approval of the attached agreement, design for the roadways will begin as soon as Notice to Proceed is issued.

Funding for this work will be from the 2019 Bond Program funds. A reimbursement resolution is not required at this time but will be required before construction begins. Therefore, one will be brought to Council at the later meeting.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Professional Engineering Services with Jacobs Engineering Group Inc.

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

**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 JACOBS ENGINEERING GROUP, INC., FOR THE DESIGN OF IMPROVEMENTS TO KELLER SPRINGS ROAD AND AIRPORT PARKWAY IN AN AMOUNT NOT TO EXCEED \$1,439,000, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the reconstruction of Keller Spring Road and Airport Parkway were included in Proposition A of the Town of Addison 2019 Bond Program; and

**WHEREAS**, Proposition A was approved by the voters;

**NOW, THEREFORE, 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 Jacobs Engineering Group Inc., for the design of improvements to Keller Spring Road and Airport Parkway in an amount not to exceed \$1,439,000, 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 **10<sup>th</sup>** day of **DECEMBER** 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 (TOWN)  
AND  
JACOBS ENGINEERING GROUP INC. (CONSULTANT)  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

Made as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2019

BETWEEN the Town: The Town of Addison, Texas  
16801 Westgrove Drive  
Addison, Texas 75001  
Telephone: (972) 450-7001

and the Consultant: Jacobs Engineering Group Inc.  
1999 Bryan Street, Suite 1200  
Dallas, Texas 75201  
Telephone: (214) 583-8500

for the following Project: EAST/WEST ROADS  
(KELLER SPRINGS/AIRPORT PARKWAY)

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 **Jacobs Engineering Group 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, Keller Springs and Airport Parkway street improvements within the Town of Addison, Texas; hereinafter referred to as "Project"; and

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

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

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

**ARTICLE 1  
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement. The standard of care for all professional service performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the Town.
  - 1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" which have not been issued as a duly executed, written change order by the Addison Town 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 Town 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 TOWN MANAGER.** Project Managers, Superintendents, and/or Inspectors of the Town are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit "B"** and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than as identified 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 the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit "B."

## **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 "Article 1, Consultant's Services," compensation for this Project shall be on a Lump Sum Basis in the amount of **Eight Hundred Sixty Five Thousand Nine Hundred Thirty and 00/100 Dollars (\$865,930.00)** and Time and Materials Basis not to exceed **Five Hundred Seventy Three Thousand, Seventy and 00/100 Dollars (\$573,070.00)**, ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B." **The final five percent (5%) of the Consultant's Fee, or Seventy One Thousand Nine Hundred Fifty and 00/100 Dollars (\$71,950.00), shall not be paid until the Consultant has completed all of the services described in Exhibit "A" and delivered to the Town all of the documents, plans, data, maps, and/or other information required in Exhibit "A."**

3.1.1 **Completion of Final Report** – Town and Consultant agree that the Final Report shall be completed, submitted to, and accepted

by the Town prior to payment of the **final five percent (5%) of the Consultant's Fee, or Seventy Thousand and 00/100 Dollars (\$71,950.00)**.. The electronic formatting shall be consistent with the standards established in Town of Addison Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents, if any, 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 City, and upon receipt of a written request by City, 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 City to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the City, 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 City. City and Consultant agree that if requested by the City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Consultant shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Consultant shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by such agencies at no additional charge to City.

3.2 **Direct Expenses – Direct Expenses are included in the Consultant's Fee as described** in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," and consistent with Exhibit "C," Town of Addison Guidelines

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

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

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

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

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

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

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

3.3.6 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to Town.

Principal	Project Manager	Task Leader	Sr. PE	PE	CAD	Clerical
\$210.00	\$205.00	\$160.00	\$140.00	\$120.00	\$80.00	\$70.00

- 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 immediately upon completion of each individual task listed in Exhibit "B." On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21<sup>st</sup>) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach

of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10<sup>th</sup>) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 2251, Subchapter "D" ("Remedy for Nonpayment") of the *Texas Government Code*. The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.

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

#### **ARTICLE 4 OWNERSHIP OF DOCUMENTS**

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

All such reproductions shall be the property of the Town who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.

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

#### **ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS**

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

subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

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

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

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

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

If the Agreement is required to go to the City 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 City'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. 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 reasonable costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If Town terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed in accordance with the provisions of this Agreement prior to termination.

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

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

#### **ARTICLE 9 DISPUTE RESOLUTION / MEDIATION**

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

#### **ARTICLE 10**

##### **INDEMNITY**

CONSULTANT SHALL HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS TOWN COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL,

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

**Assistant Director of Infrastructure Services**  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

**Professional Services Agreement**  
(Jacobs Engineering Group Inc./Keller Springs/Airport Parkway)

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

**Jacobs Engineering Group Inc.**  
**Carlos Negron, Project Manager**  
**1999 Bryan Street, Suite 1200**  
**Dallas, Texas, 75201**

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

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

## **ARTICLE 12 MISCELLANEOUS**

- 12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "F," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modifies except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:
- 12.1.1 Exhibit "A," Scope of Services.
  - 12.1.2 Exhibit "B," Compensation Schedule / Project Billing / Project Budget.
  - 12.1.3 Exhibit "C," Town of Addison Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
  - 12.1.6 Exhibit "D," Town of Addison Contractor Insurance Requirements.
  - 12.1.7 Exhibit "E," Affidavit.
  - 12.1.8 Exhibit "F", Conflict of Interest Questionnaire, Form CIQ.

- 12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the Town as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.
- 12.3 **Successors and Assigns** – Town and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 12.5 **Venue** – This entire Agreement is performable in Dallas County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Dallas County, Texas, and this Agreement shall be construed under the laws of the State of Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement,

at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.14 **No Third Party Beneficiaries** -- Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.15 **No Boycott – Israel** -- Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

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

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

**TOWN:**  
Town of Addison, Texas

**Professional Services Agreement**  
(Jacobs Engineering Group Inc./Keller Springs/Airport Parkway)

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

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

**CONSULTANT:**  
Jacobs Engineering Group Inc.

By: Ken Hall  
Ken Hall, Operations Manager

Date: 11/25/19

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  
My commission expires: \_\_\_\_\_

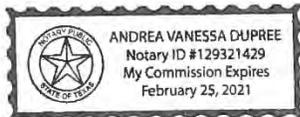
STATE OF Texas  
COUNTY OF Dallas

§  
§  
§

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Ken Hall, 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 25<sup>th</sup> day of November, 2019.

Andrea Vanessa Myrrel  
Notary Public In and For the State of Texas  
My commission expires: 2/25/21



**Exhibit "A"**  
**Scope of Services**  
**Agreement by and between the Town of Addison, Texas (Town)**  
**And Jacobs Engineering Group Inc. (Consultant)**  
**to perform Professional Engineering Services for**  
**East/West Roads**  
**(Keller Springs and Airport Parkway)**

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**TOWN OF ADDISON EAST/WEST ROADS**  
**KELLER SPRINGS ROAD AND AIRPORT PARKWAY**  
**(ADDISON ROAD TO DALLAS PARKWAY)**

**EXHIBIT A1: DESCRIPTION OF THE PROJECT**

The "Project" shall mean the Keller Springs Road and Airport Parkway Project (Addison Road to Dallas Parkway) also known as the TOWN of Addison Project. Reference to the "ENGINEER" shall mean Jacobs Engineering Group 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 of Keller Springs Road and Airport Parkway, from Addison Road to Dallas Parkway. It is anticipated that the reconstruction will begin at the east curb return of the Addison Road intersection and extend to the west curb return of the Dallas Parkway intersection. The reconstruction of the Addison Road or Dallas Parkway intersection is 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
- Independent Design Review

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 Addison Road to Dallas Parkway. It is also anticipated that the Project will be bid as a single project and not broken into more than one bid package.



**EXHIBIT A2 - SCHEDULE**  
for the  
**TOWN OF ADDISON EAST/WEST ROADS**  
**Keller Spring Road and Airport Parkway Project**  
**(Addison Road to Dallas Parkway)**

11/22/2019

Prepared by Jacobs Engineering Group Inc.

TASK	BEGIN DATE*	END DATE*	WORKING DAYS	TOTAL DAYS
Kickoff Meeting	Thursday, January 02, 2020	Thursday, January 02, 2020	1	1
Pre-Concept Plan Meeting	Prior to 1/30/2020		-	-
Concept Schematic Plans/DSR Submittal	Thursday, January 02, 2020	Tuesday, May 05, 2020	88	89
Concept Schematic Review Comments	Tuesday, May 05, 2020	Wednesday, May 27, 2020	16	105
Preliminary (60%) Plan Submittal	Wednesday, May 27, 2020	Tuesday, September 22, 2020	84	189
Preliminary Review Comments	Tuesday, September 22, 2020	Monday, October 19, 2020	19	208
Pre-Final (90%) Plan Submittal	Monday, October 19, 2020	Friday, December 18, 2020	44	252
Pre-Final Plan Review Comments	Friday, December 18, 2020	Friday, January 15, 2021	20	272
Final (100%) Plan Submittal	Friday, January 15, 2021	Thursday, March 04, 2021	34	306
Final Review Comments	Thursday, March 04, 2021	Monday, March 29, 2021	17	323
Construction Bid Plans Submittal	Monday, March 29, 2021	Tuesday, May 04, 2021	26	349
Bidding and Award of the Project	Tuesday, May 04, 2021	Tuesday, June 15, 2021	30	379

\*Dates shown in schedule are contingent on Notice to Proceed (NTP). These could change based on delays in NTP.



**TOWN OF ADDISON EAST/WEST ROADS**  
**KELLER SPRINGS ROAD/AIRPORT PARKWAY**  
**(ADDISON ROAD TO DALLAS PARKWAY)**

**EXHIBIT A3: 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 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 the 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 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.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



## **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 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 (DSR) and a concept schematic plan. The concept schematic shall conform to the previously completed TOWN Streets Bond Program Summary Report 2019, 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. The ENGINEER will use the Bond Program Summary Report 2019 to the maximum extent possible.

- a. 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.

### **2. Field Reconnaissance**

The ENGINEER shall visit the Project site to record and photograph existing project conditions.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



**3. Develop Design Summary Report**

The ENGINEER shall apply appropriate design criteria and provide a Design Summary Report 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.

**4. 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:

- Available aerial imaging from NCTCOG or other compatible sources,
- Property ownership,
- Recommendations for ROW acquisition,
- Control data,
- Horizontal alignment,
- Centerline curve data,
- Lane configuration options and recommendations,
- Signal improvements,
- Construction limits,
- Major culverts and drainage outfalls,
- Water and sanitary sewer considerations,
- Easements,
- Existing topography,
- Existing and proposed right of way,
- Utility information compiled from research, survey, and SUE,
- Proposed utility improvement identification,
- Existing ground profile and proposed vertical alignment,
- Include cross street centerline and profile (6 total intersections anticipated), and
- 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.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



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.

**5. 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.

**6. 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 Plans and obtain consensus for the direction of the project. The ENGINEER shall not proceed with the Preliminary Engineering plans until the DSR and Concept Plans have been approved in writing by the TOWN.

**7. 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.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



**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**

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 Dallas,
- Franchise utility companies (e.g. Oncor, AT&T, Atmos, etc.), and
- Addison Airport, NTTA, DART.

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.

**UTILITY COORDINATION AND SUE (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.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



**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:
  - Owner of the facility, including the facility address and the name and telephone number of the contact person at the facility,
  - Type of facility,
  - Type and location of conflict, identified by station and offset,
  - Expected clearance date,
  - Status,
  - Effect on construction,
  - Type of adjustment required,
  - 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)**

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 Levels 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:

- a. 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.

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b. 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.

c. 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.

d. 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 10 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. Below is the rate table for Level A if directed by the TOWN beyond the 10 test holes:

Level A (Location, Test Holes). Includes labor and equipment for vacuum excavation, engineering, surveying and CADD.		
0-5 ft	each	\$1,100.00
> 5 to 8 ft	each	\$1,350.00
> 8 to 13 ft	each	\$1,750.00
> 13 to 20 ft.	each	\$2,225.00
> 20 ft.	per vertical foot	\$150.00

- 4.2 Designating- Level B: Based on initial site investigations and research, ENGINEER anticipates designating up to 40,575 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

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



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 Keller Springs and Addison Parkway 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 8.5" x 11" copies of ENGINEER test hole data forms, signed and sealed by a Professional engineer depicting the utility information collected.
  - c. Two (2) COs containing electronic Microstation (DGN) or CAD (DWG) files in US feet (20) 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 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.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



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 calendar days after the kick-off meeting for review and approval. The QA/QC Plan should include, as a minimum, the following:

- Project description, location, limits and minimum design criteria,
- Project deliverables and schedules,
- 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,
- Communications/coordination plan outlining the protocol for all communications related to the project,
- 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,
- Format and procedure for documenting all issues, design directions, design decisions, review comments, and review comment responses,
- 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, and
- 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.

- Kickoff Meeting,
- Pre-Concept Plan Meeting,
- Concept Schematic Plans and DSR Submittal,
- Concept Schematic Review Comments,
- Preliminary (60%) Plan Submittal,
- Preliminary Review Comments,
- Pre-Final (90%) Plan Submittal,
- Pre-Final Plan Review Comments,
- Final (100%) Plan Submittal,
- Final Review Comments,
- Construction Bid Plans Submittal,
- Bidding and Award of the Project.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



- 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 TOWN's Project Manager monthly and include the following:
- Invoice- The budgeted and currently authorized amounts for each task, along with the invoiced and to-date amounts on the provided Project invoice forms,
  - Project Schedule Updates- An updated Project Schedule and related Documents,
  - 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 Project 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
- Kickoff meeting,
  - Planning meeting with Town staff,
  - Design concept schematic plan review meeting (2),
  - Public meeting (2),
  - Stakeholder meeting (6),
  - Utility coordination meeting (6),
  - Preliminary plan review meeting,
  - Final plan review meeting,
  - Miscellaneous design coordination meeting (4).

#### **FIELD SURVEYING (TASK E)**

ENGINEER shall obtain the services of a 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 Professional Land Surveyor. Survey services should include, but not be limited to the following:

- Using Dallas County Appraisal District and Dallas County Clerk websites, ENGINEER shall gather ownership and deed information for base drawing,
- Prepare Right-of-Entry agreements to adjacent landowners- ENGINEER to provide draft agreement and owner list, TOWN to send and secure permissions to survey and other investigations (SUE and Geotechnical),
- 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 publicly available,
- 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,

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



- Research and establish tract boundaries by field survey, calculations and adjustments and needed to create property line CADD file,
- 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,
- 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 and 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 Professional Land Surveyor responsible for the survey. Survey Control Map shall become part of the final construction documents,
- 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). Keller Springs Road from East of Addison Road to west of Dallas Parkway will likely require the acquisition of approximately six (6) right-of-way and/or easements from the property owners adjacent to Keller Springs Road. Addison Parkway from East of Addison Road to west of Dallas Parkway will likely require the acquisition of approximately six (6) right-of-way and/or easements from the property owners adjacent to Addison Parkway,
- Easement and Right-of-Way Acquisition Services (See TASK Q).

#### **ROADWAY DESIGN (TASK F)**

The ENGINEER will use the TOWN Streets Bond Program Summary Report 2019 as a reference for design of the facilities.

Roadway design for this project shall include the full depth reconstruction and widening of approximately 2,400 feet of Keller Springs Road (existing 4-lane undivided minor arterial), and approximately 2,300 feet of Airport Parkway Road (existing 2-lane undivided commercial collector) including medians, sidewalks, driveways and street intersections.

The western design limit for the Keller Springs will be the east curb return of the Addison Road intersection with Keller Springs Road. The eastern design limit will be the west curb return of the Keller Springs intersection with Dallas Parkway. In addition, the design will not include the area between the western and eastern curb returns for the Keller Springs/Addison Road intersection or beyond the western curb return at Dallas Parkway, with the exception of necessary tie-ins.

The western design limit for the Addison Parkway will be the east curb return of the Addison Road intersection with Addison Parkway. The eastern design limit will be the west curb return of the Addison Parkway intersection with Dallas Parkway. In addition, the design will not include the area between the western and eastern curb returns for the Addison Parkway/Addison Road intersection or beyond the western curb return at Dallas Parkway, with the exception of necessary tie-ins.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



The Keller Springs street and driveway intersections include the following:

- Ledgemont Lane,
- Quorum Drive,
- Mary Kay Way,
- 15 (approximate) driveways.

The Addison Parkway street and driveway intersections include the following:

- Quorum Drive,
- Meridian Lane,
- Spectrum Drive,
- 12 (approximate) driveways.

It is assumed that the sidewalk improvements will consist of fully reconstructing sidewalks along both roadway facilities. Where possible, the ENGINEER will construct sidewalks to a minimum width of 6 feet for Keller Springs and 8 feet for Addison Parkway.

It is anticipated that the roadways will be reconstructed and widened to generally conform to the typical sections in the previously mentioned Bond Summary Report (e.g. 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 for both facilities are further outlined as follows:

## **2. 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 geometries, and intersection geometries.

### **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.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



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.

**3. 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.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



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 creek crossings. 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 the purpose of obtaining a floodplain development permit's (FDP) from the Town of Addison. The report will summarize analysis means, methods, and results, and will contain sufficient data, tables, exhibits, etc. necessary to support the FDP requests. ENGINEER shall submit necessary permit applications to Town of Addison required for the FDP.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



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 (Storm CAD 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 other approved method.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



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.

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**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**

a. Permanent Signal Design

The Engineer shall prepare permanent traffic signal modification plans for the proposed signalized intersections to be modified along Keller Springs and Addison Parkway at Quorum Drive. Specific design elements include the following:

Keller Spring Road at Quorum Drive

- replacement of the northbound, eastbound, southbound and westbound signal mast arm structures,
- replace existing signal cabinet from current location,
- remove existing cabinet foundation,
- integration of flashing yellow arrow operations,
- address ADA compliance due to signal improvements, and
- evaluate existing wiring and replace as necessary.

Addison Parkway at Quorum Drive

- replacement of the northbound, eastbound, southbound and westbound signal mast arm structures,
- replace existing signal cabinet from current location,
- remove existing cabinet foundation,
- integration of flashing yellow arrow operations,

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



- address ADA compliance due to signal improvements, and
- evaluate existing wiring and replace as necessary.

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 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.

b. 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.

c. 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 DIG TESS or Texas811.

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.

d. The ENGINEER shall prepare an Existing Condition Layout for Signalized Intersections.

e. 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

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- f. The ENGINEER shall prepare Elevation Sheets.
- g. The ENGINEER shall prepare Electrical Schedules for improvements.
- h. 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
- i. The ENGINEER shall prepare traffic signal general notes and basis of estimate.
- j. The ENGINEER shall prepare the summary of signal quantities.
- k. 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.

#### **8. Temporary Signal Design**

- a. 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.
- b. The ENGINEER will prepare a summary of temporary signal quantities.

#### **MISCELLANEOUS PLAN DEVELOPMENT (TASK I)**

The ENGINEER shall develop the following for inclusion into the plans:

- Project Title Sheet
- Index of Sheets
- General Notes Sheets
- Project Layout Sheets
- Easement and ROW Layout Sheets
- Subsurface Utility Engineering Sheets
- Horizontal and Vertical Survey Control Sheets
- Horizontal Alignment Data Sheets
- Typical Sections
- Removal Plan
- Miscellaneous Layouts or Detail Sheets (if applicable)

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#### **TRAFFIC CONTROL AND SEQUENCING (TASK J)**

**1. Develop Sequence of Construction**

The ENGINEER shall develop a sequence of construction narrative for the proposed improvements.

**2. Traffic Control Layouts**

Prepare layouts (1" =100' or smaller scale) showing construction area for each phase of construction. 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.

**3. TCP Quantities Summary Sheet**

The ENGINEER shall develop TCP Quantity Summary Sheets.

#### **ILLUMINATION (TASK K)**

**1. Evaluate Existing and Proposed Pole Locations**

- a. Evaluate existing pole locations and spacing.
- b. Confirm Town's preferred pole type and height along with spacing requirements
- c. Perform illumination calculations to verify luminaire spacing.

**2. Meet with the TOWN to review and finalize pole spacing and layout preferences.**

**3. Prepare Illumination Plans and Specifications**

- Prepare illumination pole layout sheets. Set pole locations to avoid conflicts with existing and proposed improvements.
- Prepare conduit plans.
- Prepare pole foundation plans and details.
- Determine wiring requirements, calculate voltage drops, and define circuits.
- Develop wiring summary tables.
- Coordinate with power company regarding power needs.
- Prepare specifications and miscellaneous details.
- Develop a summary of illumination quantities.
- 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)**

Prepare SW3P data sheet in accordance with TOWN requirements and in accordance with TCEQ Texas Pollutant Discharge Elimination System permit TXR150000.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



**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)**

It is assumed that all the Town's water and wastewater lines within the pavement limits of Keller Springs Road and Addison Parkway or within close proximity to the existing back of curb will be replaced as part of this roadway project. This assumption encompasses approximately 5,700 LF of water line ranging from 8" diameter to 16" diameter. Also included is approximately 3,500 LF of wastewater line ranging in size from 8" diameter to 10" 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:**

- proposed water plan/profile and recommended pipe size
- fire hydrants
- water service lines and meter boxes
- gate valves and isolation valves
- existing meter and sizes
- existing fire line locations
- existing utilities and utility easements
- legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



**6. Sewer Plan and profile sheets which show the following:**

- proposed sewer plan/profile and recommended pipe size
- manhole locations
- existing service lines
- existing utilities and utility easements
- legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.

**7. Water and Wastewater Services**

The ENGINEER shall make provisions for reconnecting all identifiable water and/or wastewater service lines which connect directly to any main being replaced, including replacement of existing service lines within TOWN right-of-way or utility easement. When the existing alignment of a water and sanitary sewer main or lateral is changed, provisions will be made in the final plans and/or specifications by the ENGINEER to relocate all service lines which are connected to the existing main and connect said service lines to the relocated main.

**8. Special Details**

The ENGINEER will prepare special details for water and sewer line installation and/or replacement that are not already included in the TOWN's standard details. These may include connection details between various parts of the project, tunneling details, boring and jacking details, relocations, details unique to the construction of the project, trenchless details, and special service lateral reconnections.

**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 Keller Spring Road and Addison Parkway medians and parkways between Addison Road and Dallas Parkway. This effort involves improvements for approximately four (4) medians and two (2) parkways along Keller Springs Road and two (2) parkways along Addison Parkway. 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 five (5) DART bus stops that exist along Keller Springs Road.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



**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.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



**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 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 controls
  - 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
  - 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.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



**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 .xis 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.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



## 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.
- 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 not to exceed \$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

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



## **INDEPENDENT DESIGN REVIEW (TASK R)**

### **1. Design Review and Coordination**

- a. Engineer will provide an independent review of the Design at each project milestone – concept (30%), 60%, 90%, and 100%. Comment reviews will be generated and documented in a review comment log. Based upon such reviews, the Independent Review Team will recommend acceptance and approval of such plans, specifications and estimates to the TOWN. The reviews will include all design aspects of the Keller Springs Road and Airport Parkway Project including: roadway/paving, structures, drainages, signalization, lighting and landscaping improvements, traffic management, construction sequencing, construction cost estimates, and specifications.
- b. Participate in design workshops that aid in the review of milestone deliverables of interagency design approvals. This is assumed to be four (4) design workshops.

## **PROJECT DELIVERABLES**

### **1. CONCEPT SCHEMATIC SUBMITTAL**

This milestone submittal will primarily be for Project review only and shall include, at a minimum, the following conceptual documents and activities:

- Project Design Summary Report (DSR)
- Design Exceptions (if applicable)
- Concept Paving Plan/Profile Schematic
- Concept Paving Cross Section Schematic
- Concept Utility Plan Schematic (Water, Sanitary Sewer, and Storm Drain)
- Concept Median Landscaping and Illumination Plan
- Traffic Control and Sequencing Concept
- ROW Ownership Map & Proposed Additional ROW/Easement Locations
- SUE (level D, C, & B)
- Opinion of Probable Construction Cost

Furnish TOWN with two (2) paper copies and two (2) CD's containing an 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:

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



- Title Sheet and Index
- General Notes
- Standard Details
- Typical Sections
- Traffic Control and Sequencing Plans
- Removal Layouts
- Control Sheets
- Roadway Plan & Profile Sheets (including Cross Streets)
- Driveway Profiles
- Retaining Wall Layouts (if applicable)
- Drainage Area Map (including summary of computations)
- Storm Sewer Plan & Profile (including summary of computations)
- Culvert Layouts (including hydraulic summary)
- Existing Utility Layouts
- Traffic Signal Layouts
- SW3P Data and Layouts
- Cross Sections
- Signing & Pavement Markings
- Intersection Improvements
- Water Line Improvements
- Wastewater Line Improvements
- Illumination Layout
- Landscape Layout
- Specifications
- ROW Parcel Exhibits
- Opinion of Probable Construction Cost (60%)
- Revise and Refine Designs based on TOWN Comments

Furnish TOWN with two (2) paper copies and two (2) CD's containing an 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:

- Title Sheet and Index
- General Notes
- Standard Details
- Typical Sections
- Traffic Control Plans
- Removal Layouts
- Control Sheets

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



- Roadway Plan & Profile Sheets (including Cross Streets)
- Driveway Profiles
- Retaining Wall Layouts (if applicable)
- Drainage Area Map (including summary of computations)
- Storm Sewer Plan & Profile (including summary of computations)
- Culvert Layouts (including hydraulic summary)
- Existing Utility Layouts
- Traffic Signal Layouts
- SW3P Data and Layouts
- Cross Sections
- Signing & Pavement Markings
- Intersection Improvements
- Water Line Improvements
- Wastewater Line Improvements
- Illumination Layout
- Landscape Layout
- Specifications
- Opinion of Probable Construction Cost (90%)
- Bid Documents
- Revise and Refine Designs based on TOWN Comments

Furnish TOWN with two (2) paper copies and two (2) CD's containing an 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) CD's 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:

- Title Sheet and Index
- General Notes
- Standard Details
- Typical Sections

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



- Traffic Control Plans
- Removal Layouts
- Control Sheets
- Roadway Plan & Profile Sheets (including Cross Streets)
- Driveway Profiles
- Retaining Wall Layouts (if applicable)
- Drainage Area Map (including summary of computations)
- Storm Sewer Plan & Profile (including summary of computations)
- Culvert Layouts (including hydraulic summary)
- Existing Utility Layouts
- Traffic Signal Layouts
- SW3P Data and Layouts
- Cross Sections
- Signing & Pavement Markings
- Intersection Improvements
- Water Line Improvements
- Wastewater Line Improvements
- Illumination Layout
- Landscape Layout
- Specifications
- Opinion of Probable Construction Cost (100%)
- Construction Time Determination
- Bid Documents
- Revise and Refine Designs based on TOWN Comments

Furnish TOWN with one (1) CD containing an 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.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



**TOWN OF ADDISON EAST/WEST ROADS**  
**KELLER SPRINGS ROAD AND AIRPORT PARKWAY**  
**(ADDISON ROAD TO DALLAS PARKWAY)**

**EXHIBIT A4: ADDITIONAL ENGINEERING SERVICES**

**EXCLUSIONS AND ADDITIONAL SERVICES**

Services not specifically identified in Basic Engineering Services shall be considered additional services and shall be performed on an individual basis upon written authorization by the TOWN.

The following services are not included in the Basic Engineering Service and can be provided as an additional service with written scope and fee:

- Any additional meetings, presentations and field visits not specified in this scope of services.
- Design or coordination related to public art opportunities.
- Attendance and preparation for meetings beyond those identified in the Scope of Services.
- Construction staking.
- Special floodplain studies for off-site drainage or FEMA flood plain map amendments other than those listed in the Scope of Services.
- Preparation of Traffic Control Plans other than those listed in the Scope of Services.
- Storm Water Pollution Prevention Plans other than those listed in the Scope of Services.
- Staking of floodplain and /or floodway limits.
- Survey or design of improvements outside of the Project limits.
- Traffic studies.
- Landscaping and streetscaping plans for the existing parkways.
- Pedestrian lighting plans or improvements.
- Color marketing exhibits beyond the stated in the Scope of Services.
- Demolition plans for any existing structures or facilities.
- Geotechnical investigations, environmental impact statements, evaluation or permitting related to TCEQ or the United States Army Corps of Engineers.
- Design of franchise utility relocations.
- Value Engineering of layouts, designs or plans that have been approved for bidding by the TOWN.
- Condemnation services.
- Construction Administration Services
- Construction Observation on-site project services



**TOWN OF ADDISON EAST/WEST ROADS**  
**KELLER SPRINGS ROAD AND AIRPORT PARKWAY**  
**(ADDISON ROAD TO DALLAS PARKWAY)**

**EXHIBIT A5: 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.

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

**Agreement by and between the Town of Addison, Texas (Town)  
And Jacobs Engineering Group Inc. (Consultant)  
to perform Professional Engineering Services for  
East/West Roads  
(Keller Springs and Airport Parkway)**

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

**TOWN OF ADDISON EAST/WEST ROADS**  
**KELLER SPRINGS ROAD AND AIRPORT PARKWAY**  
**(ADDISON ROAD TO DALLAS PARKWAY)**

**EXHIBIT B: COMPENSATION SCHEDULE**

	Basic Services		Special Service
	Lump Sum	Time and Materials	
Task A – Concept Studies and Preliminary Engineering:	\$ 103,380.00		
Task B – Public Involvement:		\$ 91,920.00	
Task C – Utility Coordination and SUE:		\$ 159,522.09	
Task D – Project Management:	\$ 135,230.00		
Task E – Field Surveying:		\$ 104,508.50	
Task F – Roadway Design:	\$ 127,800.00		
Task G – Drainage:	\$ 107,480.00		
Task H – Signing, Markings and Signalization:	\$ 104,250.00		
Task I – Miscellaneous Plan Development:	\$ 16,680.00		
Task J – Traffic Control and Sequencing:	\$ 22,800.00		
Task K – Illumination:	\$ 31,900.00		
Task L – Environmental and SWPPP:	\$ 8,770.00		
Task M – Water and Wastewater Improvements:	\$ 55,090.00		
Task N – Landscaping and Aesthetics:	\$ 110,070.00		
Task O – Quantities, Estimate, Specifications and Bid Documents:	\$ 42,480.00		
Task P – Bid Phase Services:		\$ 12,720.00	
Task Q – Easement and ROW Acquisition:		\$ 116,870.00	
Task R – Independent Design Review		\$ 49,200.00	
Direct Expenses		\$ 38,329.41	
<b>TOTAL</b>	<b>\$ 865,930.00</b>	<b>\$ 573,070.00</b>	
<b>TOTAL MAX COMPENSATION</b>	<b>\$ 1,439,000.00</b>		

Exhibit B: Compensation for East/West Roads (Keller Springs Road and Airport Parkway)

**EXHIBIT "C"**  
**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

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

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

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

- 1. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to Town specifically what costs are included in the markup calculation. To apply

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

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

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

**EXHIBIT "D"**  
**TOWN OF ADDISON PROFESSIONAL SERVICES/CONSULTANT**  
**INSURANCE GUIDELINES**

**REQUIREMENTS**

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

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](mailto: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 City of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately, or no later than thirty (30) days, notify the City of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the City 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 City 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 City 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 City 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 CITY OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to CITY 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 CITY 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 City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# Keller Spring Road and Airport Parkway Project  
Company: Jacobs Engineering Group Inc.  
Printed Name: Carlos A. Negron  
Signature: \_\_\_\_\_ Date: 11/25/2019

EXHIBIT "E"  
AFFIDAVIT

THE STATE OF TEXAS                   §  
   §  
THE COUNTY OF DALLAS               §

I, Ken Hall, a member of Jacobs Engineering Group Inc., 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: \_\_\_\_\_
- x   None of the Above.

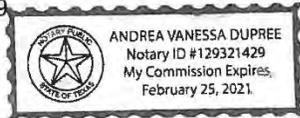
Upon filing this affidavit with the Town of Addison, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this 25th day of November, 2019.

Ken Hall OPERATION LEAD - NTX / OK  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Ken Hall 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 25th day of November, 2019.



Andrea Vanessa Dupree  
Notary Public in and for the State of Texas  
My commission expires: 2/25/21

**EXHIBIT "E"**  
**AFFIDAVIT**

\*The Jacobs organization has a talent force of more than 50,000, approximately \$13 billion in revenue, and over 300 global operating entities, with approximately 100 operating entities in the United States and Canada. Jacobs provides a full spectrum of services including scientific, technical, professional, construction, and program management for business, industrial, commercial, government, and infrastructure sectors. Our corporate profile and public filings can be found at <http://invest.jacobs.com/investors/default.aspx#corporate>. As such, Jacobs does not maintain a verifiable list of employee's relationships that would fully respond to this inquiry. However, on information and belief, without independent investigation, Jacobs has no knowledge of any such relationships that would cause a conflict of interest in the performance of the work contemplated.

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

**FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE** For vendor or other person  
 doing business with local governmental entity

<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b> Date Received
--	---

1. Name of person who has a business relationship with local governmental entity.  
 N/A

2. Check this box if you are filing an update to a previously filed question   
 (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.  
 N/A  
 \_\_\_\_\_  
 Name of Local Government Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes  No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes  No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes  No
- D. Describe each employment or business relationship with the local government officer named in this section.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4. Signature of person doing business with the governmental entity Date:  
 \_\_\_\_\_ 11/25/19  
 Signature Date

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

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

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

Mayor:	Joe Chow
Council Members:	Marlin Willesen, Council Member Guillermo Quintanilla, Council Member Lori Ward, Council Member Paul Walden, Council Member Ivan Hughes, Council Member Tom Braun, Council Member
City Manager:	Wesley S. Pierson

## Work Session and Regular Meeting

19.

**Meeting Date:** 12/10/2019

**Department:** City Manager

**Pillars:** Gold Standard for Financial Health

**Milestones:** Implementation and continuous development of Long Term Financial Plan

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### **AGENDA CAPTION:**

Present, Discuss, and Consider Action on a **Resolution Establishing the Town's Intent to Reimburse Prior Lawful Expenditures of Funds Relating to the Replacement of the Boiler at The Addison Athletic Club** in the Amount of \$55,108.

### **BACKGROUND:**

On November 18, 2019, the Council passed a Resolution canvassing and declaring the results of the November 5, 2019 Special Bond Election. Proposition D in this election passed with 757 votes 'for' and 457 votes 'against'.

Proposition D asked "Shall the City Council of the Town of Addison, Texas, be authorized to issue general obligation bonds of the Town in the amount of \$7,395,000 for the purpose of providing funds for permanent public improvements; to-wit: renovating, repairing, improving, and equipping existing Town service, public safety, conference and administrative facilities, including repair, replacement, and improvement of roofs, mechanical, electrical, plumbing, air conditioning, heating and ventilation equipment and systems..." This included the replacement of the boiler at the Addison Athletic Club in an estimated amount of \$80,000.

On November 5, 2019, General Services was notified that the boiler at the Athletic Club was leaking water. Due to health and safety concerns, the boiler was shut down. TDIndustries inspected the boiler and estimated repair costs between \$25,000-\$30,000.

Staff determined it prudent to replace the existing boiler. The replacement was escalated to an emergency purchase to preserve and protect public health and safety. The total replacement cost was \$55,108 which will be paid using emergency funding from the General Fund.

This agenda item seeks passage of a Resolution authorizing the reimbursement of \$55,108 for the boiler replacement from future bond sales. This Resolution must be passed within 60 days of the expenditure of the funds to be legally

compliant.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Reimbursement for The Addison Athletic Club Boiler Replacement

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**RESOLUTION NO. R19-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS RELATING TO ESTABLISHING THE TOWN'S INTENTION TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS RELATING TO CONSTRUCTING VARIOUS CITY IMPROVEMENTS FROM THE PROCEEDS OF TAX- EXEMPT OBLIGATIONS TO BE ISSUED BY THE TOWN FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the Town of Addison, Texas has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds of the Issuer to finance the costs associated with the replacement of the boiler at the Addison Athletic Club (the "Project"); and

**WHEREAS**, the provisions of Texas Government Code Section 1201.042, as amended, provides that the proceeds from the sale of obligations issued to finance the acquisition, construction, equipping, or furnishing of any project or facilities, such as the Project, may be used to reimburse the Town for costs attributable to such project or facilities paid or incurred before the date of issuance of such obligations; and

**WHEREAS**, the United States Department of Treasury released Regulation Section 1.150-2 which establishes when the proceeds of obligations are spent and therefore are no longer subject to various federal income tax restrictions contained in the Internal Revenue Code of 1986, as amended; and

**WHEREAS**, the Town of Addison intends to reimburse itself, within eighteen months from the later of the date of expenditure or the date the property financed is placed in service (but in no event more than three years after the original expenditures are paid), for the prior lawful capital expenditure of funds from the proceeds of one or more series of tax-exempt obligations that the Town currently contemplates issuing in the principal amount of not to exceed \$7,395,000.00 to finance a portion of the costs of the Project; and

**WHEREAS**, under the Department of Treasury regulations, to fund such reimbursement with proceeds of the Obligations, the City Council must declare its expectation ultimately to make such reimbursement before making the expenditures; and

**WHEREAS**, the City Council hereby finds and determines that the reimbursement for the prior expenditure of funds of the Issuer is not inconsistent with the Issuer's budgetary and financial circumstances; and

**WHEREAS**, the City Council hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the Town of Addison.

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

**SECTION 1.** This Resolution is a declaration of intent to establish the Town's reasonable, official intent under section 1.150-2 of the Regulations and Section 1201.042 to reimburse itself from certain of the proceeds of the Obligations for any capital expenditures previously incurred (not more than 60 days prior to the date hereof) or to be incurred with respect to the Project from the General Fund or other lawfully available funds of the Town of Addison.

**SECTION 2.** The Town of Addison intends to issue the Obligations and allocate within 30 days after the date of issuance of the Obligations the proceeds therefrom to reimburse the Issuer for prior lawful expenditures with respect to the Project in a manner to comply with the Department of Treasury regulations.

**SECTION 3.** The reimbursed expenditure will be a type properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles.

**SECTION 4.** The Town intends to otherwise comply, in addition to those matters addressed within this Resolution, with all the requirements contained in the federal regulations.

**SECTION 5.** This Resolution may be relied upon by the appropriate officials at the Office of the Attorney General for the State of Texas and establishes compliance by the Issuer with the requirements of Texas law and the Regulations.

**SECTION 6.** With respect to the proceeds of the Obligations allocated to reimburse the Issuer for prior expenditures, the Town shall not employ an abusive device under Treasury Regulation Section 1.148-10, including using within one year of the reimbursement allocation, the funds corresponding to the proceeds of the Obligations in a manner that results in the creation of "replacement proceeds", as defined in Treasury Regulation Section 1.148-1, of the Obligations or another issue of tax-exempt obligations.

**SECTION 7.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council of the Town of Addison, Texas.

**SECTION 8.** All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**SECTION 9.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America

**SECTION 10.** If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the

application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

**SECTION 11.** This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the 10<sup>th</sup> day of December 2019.

**TOWN OF ADDISON, TEXAS**

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

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

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

## **Work Session and Regular Meeting**

**20.**

**Meeting Date:** 12/10/2019

**Department:** Special Events

**Pillars:** Gold Standard for Financial Health  
Optimize the Addison Brand

**Milestones:** Define and promote Addison Identity

---

### **AGENDA CAPTION:**

Present and Discuss the **Operations and Financial Reconciliation for Addison Oktoberfest 2019.**

### **BACKGROUND:**

Addison Oktoberfest is a major festival produced by the Town annually to support local businesses and promote tourism. This four-day event featured food, music and entertainment focused on German culture. This year Addison Oktoberfest was held September 19-22, 2019 at Addison Circle Park.

The Special Events and Finance Departments have prepared a report on the marketing, operational and financial outcomes of Addison Oktoberfest 2019. This was the first time a point-of-sale software was used at this festival, in place of the previous Tasty Bucks ticket system. The new software provided detailed information on the sales of food and beverage throughout the event, allowing the Finance team to quickly and accurately compile the necessary information at the end of each day and the end of the event.

### **RECOMMENDATION:**

Information only, no action required.

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### **Attachments**

Presentation - 2019 Addison Oktoberfest Reconciliation

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**ADDISON  
OKTOBERFEST  
2019**



**Council Presentation  
November 21, 2019**



# ADDISON OKTOBERFEST 2019

## A CELEBRATION OF BAVARIAN FOOD AND CULTURE

### NEW FOR 2019

- New times and admission packages – Adjusted times to hit the lunch crowd and changed package options and pricing.
- Transition from Tasty Bucks to point of sale purchase, reducing lines and providing hotels and vendors with quicker access to funds.
- Renamed multiple items in German to enhance authenticity.
- Introduced new adult games and more free activities for children.
- Brought sale of festival merchandise in-house, including new items.





# ADVERTISING (PAID MEDIA)

Outlet	Cost	Impressions
Digital	\$30,000	7,408,701
Radio	\$5,000	566,700
Television	\$13,154	2,957,000
<b>CAMPAIGN TOTAL</b>	<b>\$48,154</b>	<b>10,932,401</b>





# ADVERTISING (IN-KIND SPONSOR MEDIA)

Outlet	Value	Impressions
Dallas Morning News	\$13,000	1,037,239
DO 214	\$4,333	66,907
iHeart Radio	\$156,850	1,227,100
Spectrum Reach TV	\$30,000	2,363,851
CBS DFW	\$40,659	6,836,000
<b>IN-KIND TOTAL</b>	<b>\$244,842</b>	<b>11,531,097</b>





# PUBLIC RELATIONS (EARNED MEDIA)

Media	Outlets	Viewers/ Readers	Run Time	Ad Value	PR Value
Broadcast	28	1,248,542	38:42	\$61,546	\$184,638
Print	16	3,337,362	N/A	\$13,666	\$40,996
Online	99	1,015,464,229	N/A	\$2,017,519	\$6,052,557
<b>Total</b>	<b>143</b>	<b>1,020,050,133</b>	<b>38:42</b>	<b>\$2,092,731</b>	<b>\$6,278,192</b>





# HOTEL ROOM NIGHTS



- 15 Addison hotels offered special rates. Packages included:
  - 2 adult admission tickets
  - 2 commemorative steins with beer voucher
  - A souvenir hat pin
- Total Packages Sold: 354 (1% increase over 2017)
- Total Room Nights Booked: 474 (10% increase over 2017)





# REVENUE

Addison Oktoberfest 2019



# PRESALES REVENUE : ONLINE



## Tickets



# EVENT SALES REVENUE



Admissions  
**\$154,580**



Online  
Admissions  
**\$61,969**



Merch.  
Booth  
**\$13,357**



Carnival  
**\$28,570**

**Total \$258,476**



# ADDITIONAL REVENUE



Sponsorships  
\$158,000



Booth Rentals  
\$16,950



Miscellaneous  
\$4,065





# INVOICE REVENUE



**% of Net Sales**

Cash & Credit Card Sales  
 \$1,126,950  
 - Tips  
 \$(11,545)  
 = Net Sales  
 \$1,115,405  
 x Town's %  
**\$200,438**



**Tasty Buck Refunds**

Tasty Bucks Count  
 10,760  
 x Refund %  
**\$(8,779)**



**Voucher Refunds**

Coca-Cola Count  
 442  
 x \$3.00  
**\$(1,326)**

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Beer Count  
 2,024  
 x \$4.00  
**\$(8,096)**



**Additional**

Boxes & Packing Materials  
 \$150  
 Steins  
 \$33,323  
 Tent  
 \$1,500  
**\$34,973**

**Total \$217,210**





# TOTAL REVENUE OKTOBERFEST 2019



Event Sales & Presales



Sponsorships



Booth Rentals



Misc. Revenue



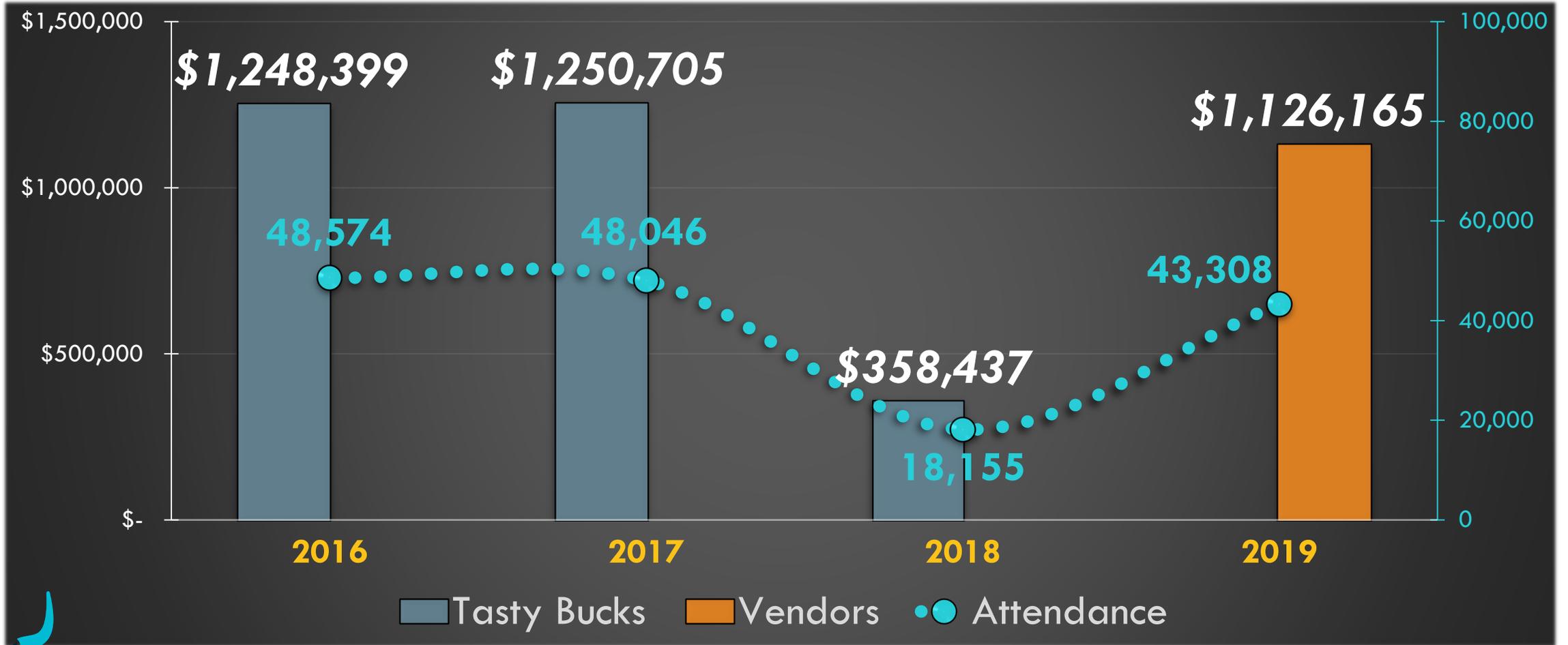
Invoice Revenue

*Per Capita Spending  
≈ \$33.00*



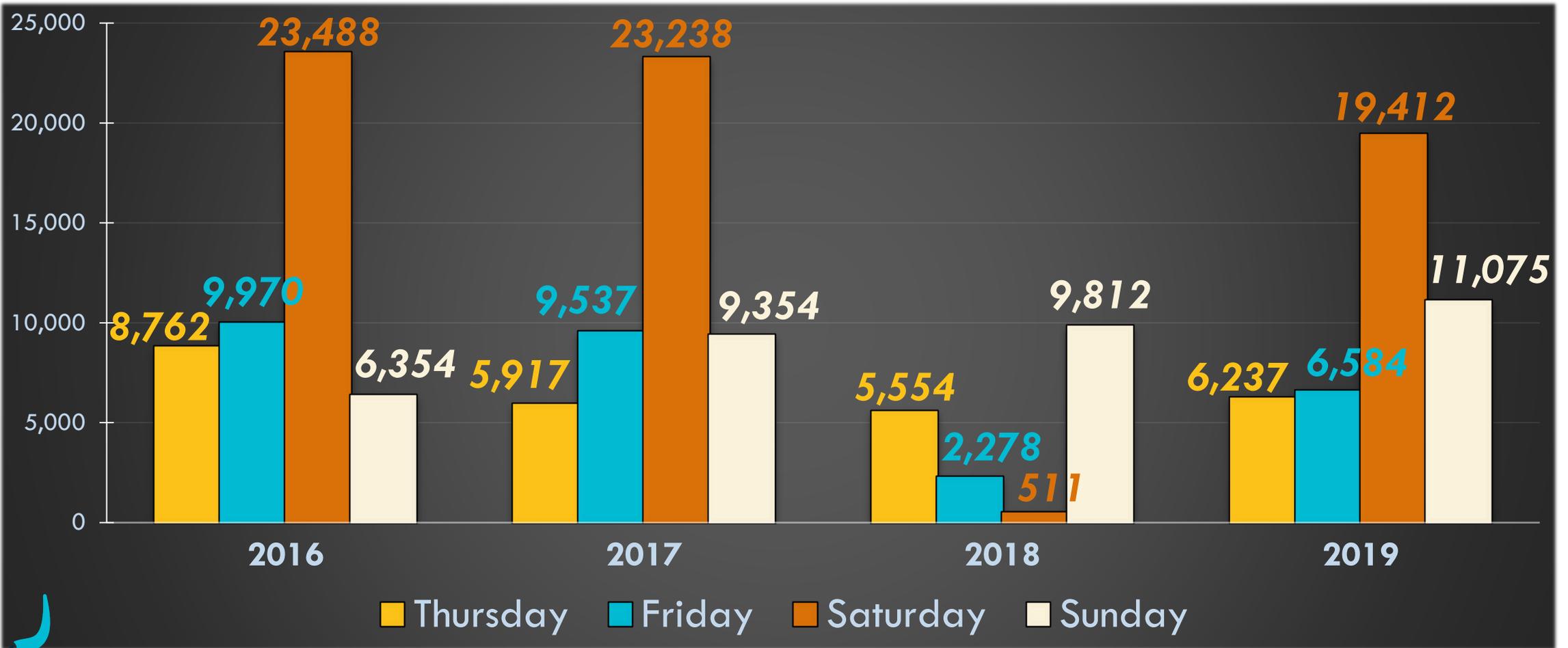


# FOOD/BEVERAGE SALES : 4-YEAR COMPARISON





# ATTENDANCE-BY-DAY : 4-YEAR COMPARISON





# EXPENSES

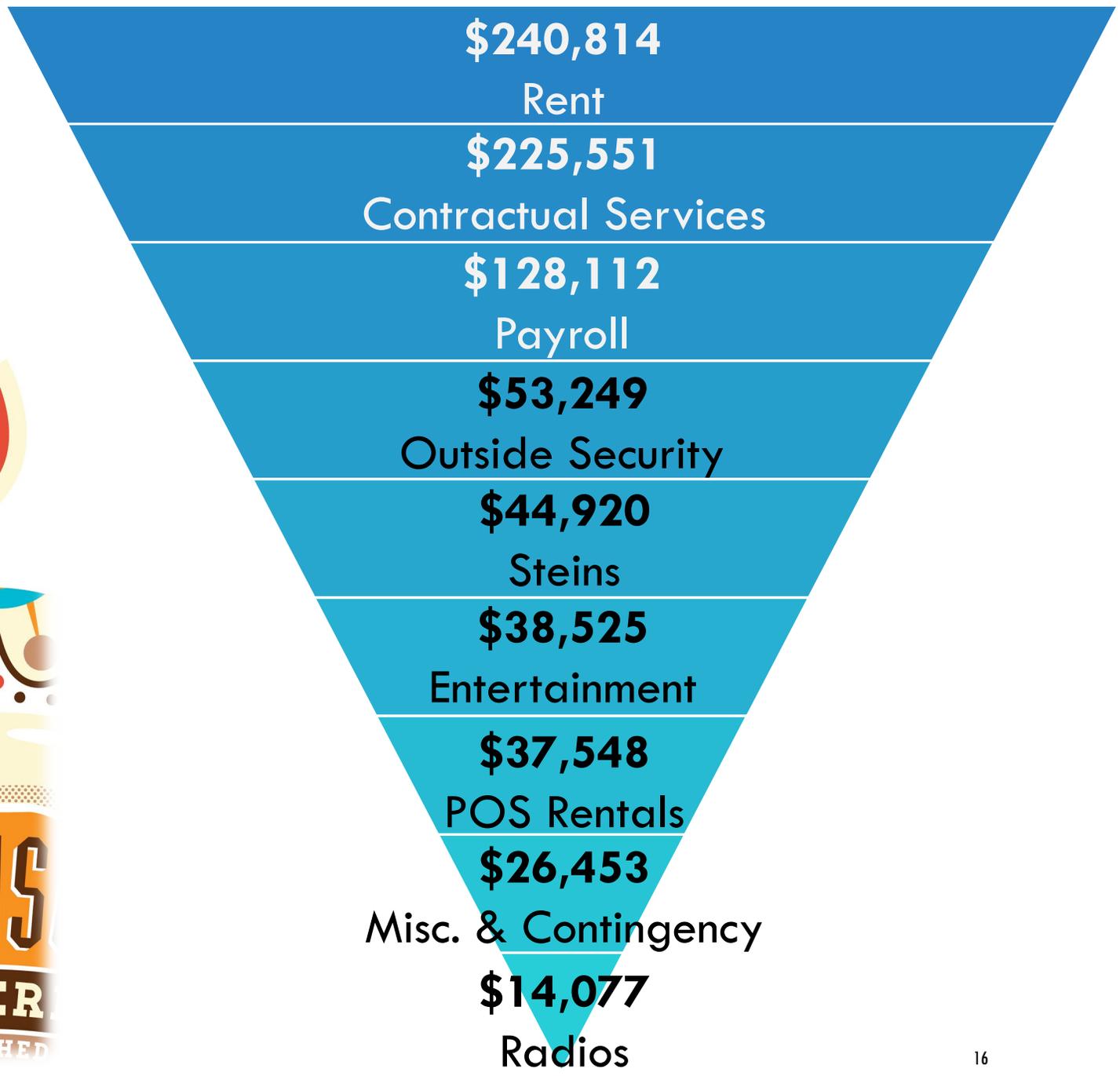
Addison Oktoberfest 2019



# TOTAL EXPENSES OKTOBERFEST 2019



**\$809,249**





**Total  
Revenue  
\$707,899**

**Total  
Expenses  
\$809,249**

**Loss  
\$(101,350)**

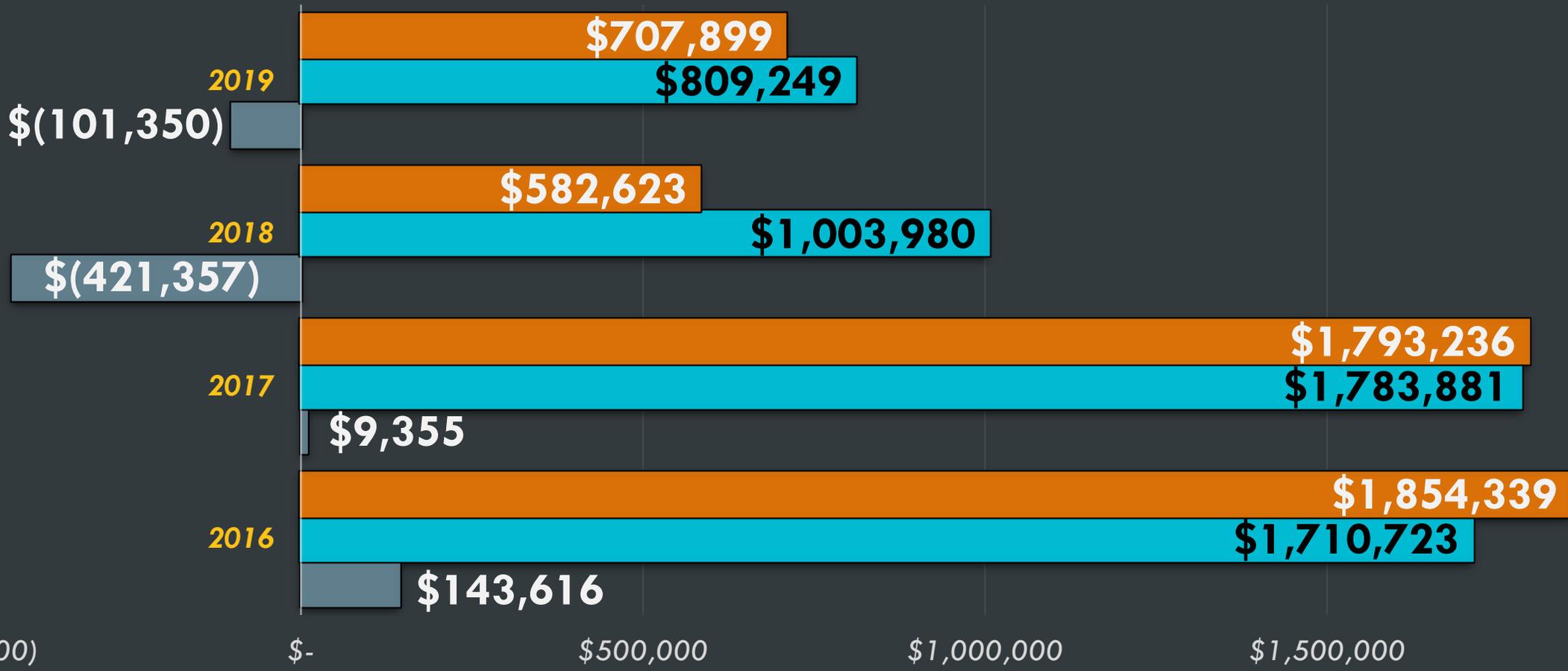




# PROFIT OR (LOSS) : 4-YEAR COMPARISON

Revenue Expenses Profit & (Loss)

OKTOBERFEST



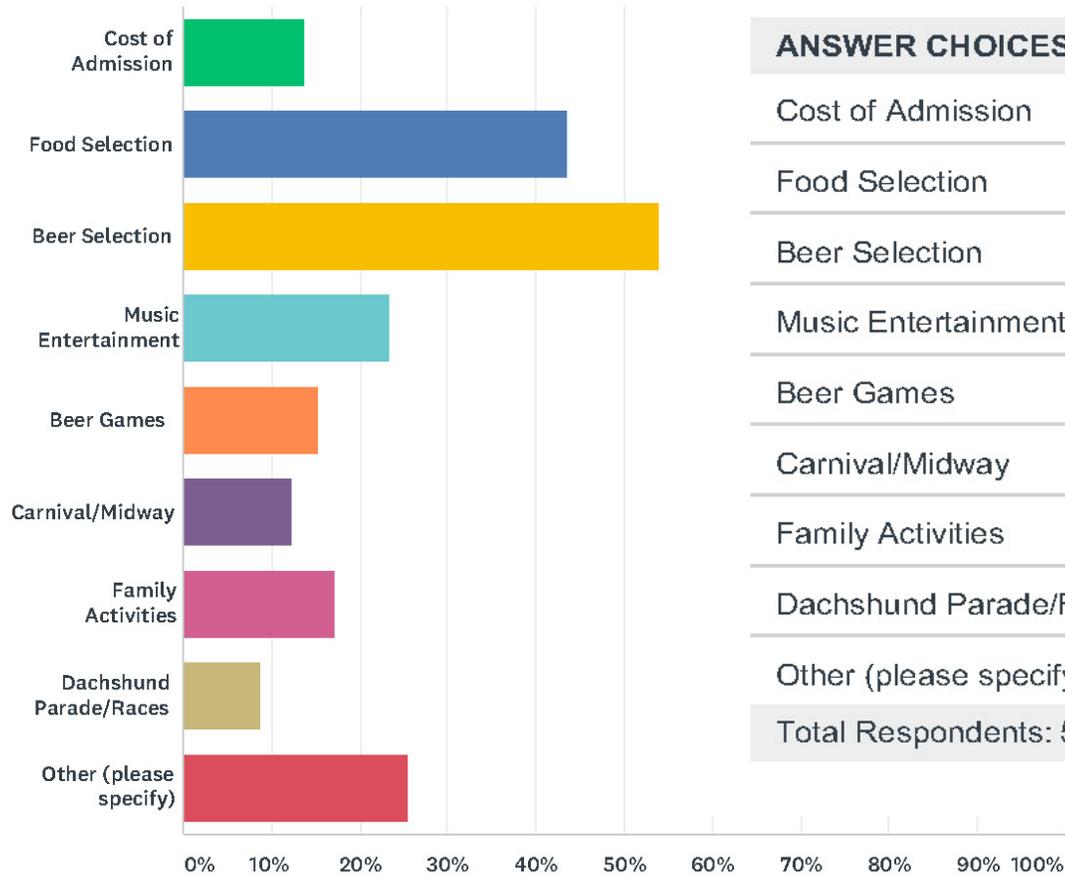


# ATTENDEE FEEDBACK



Q8 What attracted you to this festival? (select all that apply)

Answered: 517 Skipped: 5



ANSWER CHOICES	RESPONSES
Cost of Admission	13.73%
Food Selection	43.52%
Beer Selection	53.97%
Music Entertainment	23.40%
Beer Games	15.28%
Carnival/Midway	12.38%
Family Activities	17.21%
Dachshund Parade/Races	8.70%
Other (please specify)	25.53%
<b>Total Respondents: 517</b>	



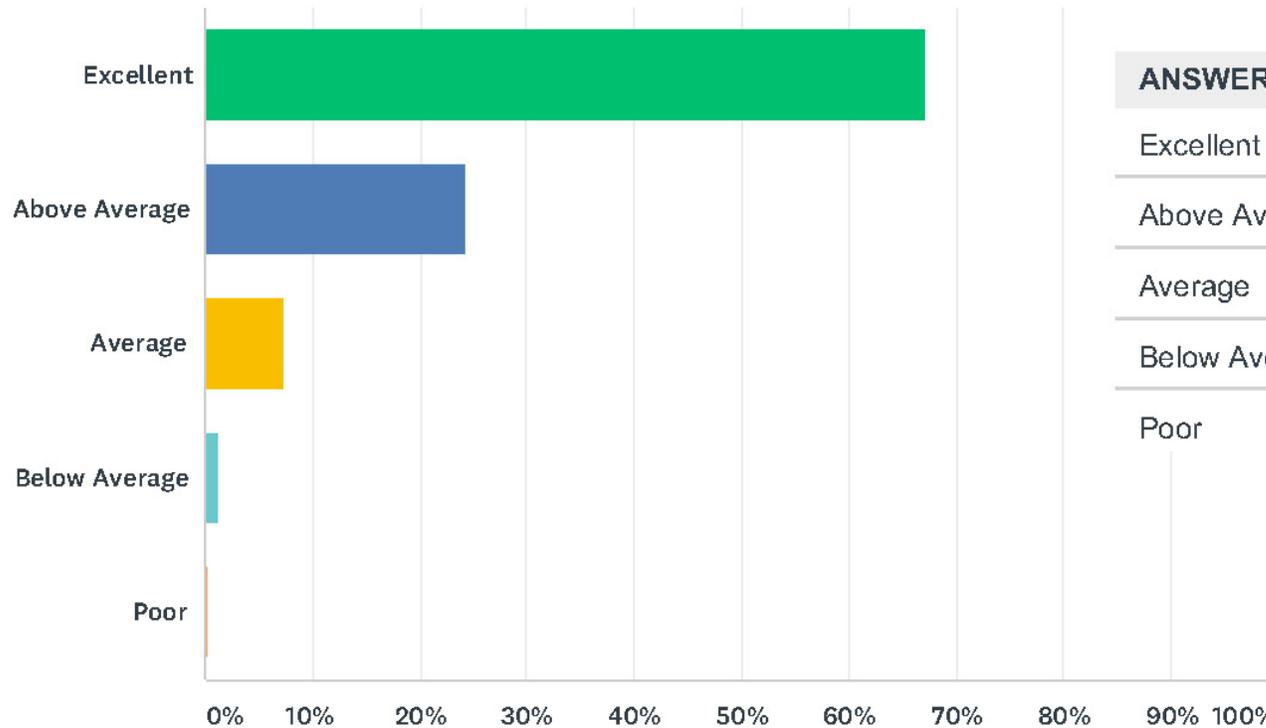


# ATTENDEE FEEDBACK



Q9 How would you rate your overall event experience?

Answered: 519 Skipped: 3



ANSWER CHOICES	RESPONSES
Excellent	67.05%
Above Average	24.28%
Average	7.32%
Below Average	1.16%
Poor	0.19%





# THOUGHTS FOR NEXT YEAR



- Review hours of operation to maximize value for participating vendors and attendees.
- Identify ways to enhance the perceived value of the admission ticket to better compete in the now crowded Oktoberfest landscape.
- Focus on authenticity and incorporate additional unique and interactive experiences throughout the venue.
- Continue to support and enhance our award-winning partnership with Paulaner, as well as our other event sponsors.





# *Questions / Comments*

