

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND LPA, INC. FOR ARCHITECTURAL & ENGINEERING SERVICES WITH LPA, INC. TO DEVELOP CONSTRUCTION DOCUMENTS FOR THE RENOVATION OF THE ADDISON ATHLETIC CLUB IN AN AMOUNT NOT TO EXCEED \$495,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Agreement for Professional Engineering Services between the Town of Addison and LPA, Inc., for Architectural & Engineering Services for the renovation of the Addison Athletic Club \$495,000, a copy of which is attached to this Resolution as **Exhibit A-F**, 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 9th day of June 2020.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

**EXHIBIT A
AGREEMENT
BETWEEN
THE TOWN OF ADDISON, TEXAS
AND
LPA, INC.**

FOR

PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES

Made as of the _____ day of _____ in the year 2020,

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

and the Consultant: LPA, Inc.
 1801 N. Lamar St. STE 150
 Dallas, TX
 469-899-5112

for the following Project: Addison Athletic Club Renovation

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, LPA Inc. hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as the "Agreement."

WHEREAS, the Town desires to engage the services of the Consultant to provide Architectural and related services which shall include, but shall not be limited to, schematic design, design development, construction documents, bidding and construction contract administration services for the Renovation of the Addison Athletic Club within the Town of Addison, Texas; hereinafter referred to as the "Project"; and

WHEREAS, the Consultant desires to render such professional architectural and 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 architectural and engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in **Exhibit B**, (Consultant's April 7, 2020 proposal) which is attached hereto and incorporated herein by reference for all purposes. In the event of a conflict between Exhibit B and the body of this Agreement, the body of this Agreement controls. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit B, in the form of written change orders, may be authorized from time to time by the Town.
- 1.2.1 **Requirement of Written Change Order** – “Extra” work, or “claims” invoiced as “extra” work, or “claims” which have not been issued as a duly executed, written change order by the Addison City Manager, will not be authorized for payment and/or shall not become part of the Agreement. A duly executed written change order shall be preceded by the Addison City Council's authorization for the Addison City Manager to execute said change order.
- 1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE ADDISON CITY MANAGER.** Project Managers, Superintendents, and/or Inspectors of the Town are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit C** and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than **09/30/2020**.
- 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 C, provided that Consultant shall not be responsible for any delay beyond the reasonable control of the Consultant.
- 1.5 **Construction Phase Delays** – Construction Contract Administration provided after the issuance of the final Certificate for Payment may be compensated as

Additional Services to the extent Consultant incurs additional cost in providing those Construction Contract Administration Services. In the event an extended Project construction phase, outside of industry norms, delays issuance of the final Certificate for Payment, the parties agree, to the extent Consultant incurs additional costs in providing prolonged Construction Contract Administration Services, that the related and resulting additional costs may be compensated as Additional Services.

- 1.6 **Design Service Delays** – If completion of all construction documents, as required by the Agreement, is delayed through no fault of Consultant and have not been completed by October 14, 2020 as a result of such delay, any extension of Consultant’s Design Services may be compensated as Additional Services.

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 it 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 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 herein, “Scope of Services,” compensation for this Project shall be on a Flat Fee Basis not to exceed **Four Hundred Ninety Five Thousand and 00/100 Dollars (\$495,000.00)**, (“Consultant’s Fee”) and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit B. **The Closeout Phase of the Consultant’s Fee, or Twenty Four Thousand Seven Hundred Fifty and 00/100 Dollars (\$24,750.00), shall not be paid until the Consultant has completed all of the services described in Exhibit B and delivered to the Town all of the documents, plans, data, maps, and/or other information required.**

- 3.1.1 **Completion of Record Documents** – Town and Consultant agree that the completion of the Record Documents as required in Section 7.09 of Exhibit A, shall be completed, submitted to, and accepted by the Town prior to payment of the **Fee for the Closeout Phase, or Twenty Four Thousand Seven Hundred Fifty and 00/100 Dollars (\$24,750.00)**. Where applicable, 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 as required in Section 7.09 of Exhibit A 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 Contractor** – If the Project involves the Consultant performing Construction Contract Administration Services relating to an agreement between a Construction Contractor (the “Contractor”) and the Town, and upon receipt of a written request by Town, Consultant shall review previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for the Town to declare the Contractor in default of the terms and conditions of the contract for construction. Consultant shall submit their findings in writing to the Town or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the Town. Town and Consultant agree that if requested by the Town, completion of this task shall be included in the Consultant’s Fee and considered to be within the Scope of Services as defined under this Agreement.
- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Where applicable, 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 assist the Town in obtaining 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 Design Documents as may be required by existing written standards promulgated by such agencies at no additional charge to Town.
- 3.2 **Direct Expenses** – Direct Expenses are included in the Consultant’s Fee as described in Article 3.1 herein and include actual reasonable and necessary expenditures made by the Consultant and the Consultant’s employees and subconsultants 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 or as outlined in Exhibit D. The Consultant shall

be solely responsible for the auditing of all Direct Expenses, including the subconsultants, 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 those set forth below and other services designed as Additional Services or not otherwise included as Basic Services in Exhibit A:

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. Refer to Exhibit A Item 13 – Basic Hourly Rate for LPA's Billing Rate.

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town monthly and based on a

percentage complete basis per Exhibit A. 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 complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered 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 (21st) 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 herein. 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 herein, to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 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 there is a good faith dispute as to whether or not 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 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 Project documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other Project-specific 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 8 herein, 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 Project documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the Town and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

5.1 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, 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 E, 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 E, 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, and if identified on the checklist located in Exhibit D, Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to the Town, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of Exhibit D, 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, which is repeated on the Affidavit, attached hereto as **Exhibit F** 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 G** and incorporated herein for all purposes.

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

ARTICLE 8 TERMINATION OF AGREEMENT / REMEDIES

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

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

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all

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

ARTICLE 9 DISPUTE RESOLUTION / MEDIATION

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

ARTICLE 10 INDEMNITY

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

OF THE TOWN'S REASONABLE ATTORNEY'S FEES AND ASSOCIATED COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

IN THE EVENT THAT CONSULTANT'S INSURANCE CARRIER ELECTS TO ENGAGE DEFENSE COUNSEL TO DEFEND THE TOWN, CONSULTANT SHALL PROMPTLY NOTIFY THE TOWN OF THE DEFENSE COUNSEL RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER, AND TIMELY NOTIFY THE 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:

**City Manager C/O Janna Tidwell, Director of Parks & Recreation
16801 Westgrove Drive
Addison, TX 75001
972-450-2869**

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

**Craig Drone
1801 N. Lamar St., Suite 150
Dallas, TX 75202
469-899-5110**

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

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

ARTICLE 12 MISCELLANEOUS

12.1 Complete Agreement – This Agreement, including the exhibits hereto labeled A through F, all of which are incorporated herein for all purposes, constitute the entire

Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 Exhibit B, Scope of Services.

12.1.2 Exhibit C, Compensation Schedule / Project Billing / Project Budget.

12.1.3 Exhibit D, Town of Addison Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.6 Exhibit E, Town of Addison Contractor Insurance Requirements.

12.1.7 Exhibit F, Affidavit.

12.1.8 Exhibit G, 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, Consultant's execution of this Agreement shall serve as verification that the

Consultant does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

12.16 **Hazardous Material Abatement** – The Project’s scope does not include hazardous material abatement as defined by industry standards.

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

Effective Date: _____

TOWN:

Town of Addison, Texas

By: _____
Wesley S. Pierson, City Manager

Date: _____

CONSULTANT:

Consultant Name

By: DocuSigned by:
Craig Drone Principal DS
BG
Name, Title

Date: 6/1/2020

By: DocuSigned by:
Jon S. Mills DS
MSH
AE067432415B4C4...

Date 6/1/2020

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 _____, 2020.

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

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, 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 ____ day of _____, 2020.

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

Exhibit B
Scope of Services
Agreement by and between the Town of Addison, Texas (Town)
and LPA, Inc. (Consultant)
to perform Professional Architectural and Engineering Services for
Addison Athletic Club Renovations



IRVINE • SACRAMENTO • SAN DIEGO • SAN JOSE • DALLAS • SAN ANTONIO

Revised April 7, 2020

CLIENT: Town of Addison

PROJECT: Town of Addison Athletic Club

LOCATION: 3900 Beltway Drive
Addison, TX 75001

ARCHITECT: LPA, Inc. "LPA"

CONTACT: Gary Blanton, AIA, LEED AP
Principal-in-Charge, Regional Studio Director
1801 N. Lamar Street, Suite 150
Dallas, TX 75202
gblanton@lpadesignstudios.com
(469) 899-5112

PROPOSAL FOR SERVICES

The following will clarify the Scope of Services to describe the work and documentation of The Project and associated fees.

The goal of the project is to provide professional design services to make recommendations for and the design of proposed renovations for the Addison Athletic Club with an assumed construction budget of up to \$4,459,147.00. Services may include conceptual design, stakeholder/public meetings, final design, construction documents, bidding and construction contract assistance.

Improvements may include:

- Reroofing existing building (+/- 38,500 sq. ft.).
- Core Building Updates
 - Interior paint & flooring (excluding wood floors, locker rooms and fitness wing)
 - Reconfigure front desk and interior entry function
 - Update & consolidate signage
 - Replace furniture & remove fitness area desk
 - Partial lighting replacement
 - Add a Secure Administration Office
- Locker Room Renovation
 - Renovate/reconfigure existing locker rooms
 - Add a Family Changing/Restroom
- Gymnasium and Track Improvements
 - Replace lighting
 - Replace safety rail and track surfacing
 - Replace basketball goals
- Pool Modernization
 - Add filtration system (based on aquatic designer recommendations)
 - Replace hot tub and include ADA access
 - Add exterior shade structure
 - Replace children's water play element
- HVAC equipment replacement per provided equipment list
- Fire separation at Mechanical Room



SCOPE OF WORK (BASIC SERVICES)

0 - GENERAL

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

- 0.01 Project Administration** services including:
- .01 Initial consultation in development of the Project.
 - .02 Preparation of compensation estimates and professional services agreement(s).
 - .03 Project-related research.
 - .04 Conferences.
 - .05 Communications.
 - .06 Travel time.
 - .07 Progress reports.
 - .08 Direction of the work of in-house personnel.
- 0.02 Disciplines Coordination/Document Checking** services consisting of:
- .01 Coordination between LPA's work and the work of other involved disciplines for the Project.
- 0.03 Agency Consulting/Review/Approval** services including:
- .01 Agency consultations.
 - .02 Research of critical applicable regulations.
 - .03 Preparation of written and graphic explanatory materials.
- 0.04 Town of Addison-Supplied Data Coordination** services including:
- .01 Review and coordination of data furnished for the Project as a responsibility of the **Town of Addison**.

1 - PREDESIGN SERVICES

In the Predesign Phase, LPA, INC. shall provide those services necessary for LPA to assist the **Town of Addison** in establishing a program and time requirements, and limitations for the Project prior to beginning design. The following descriptions shall apply to those services.

- 1.01 Project Kickoff** services required to establish the following detailed requirements for the Project.
- .01 Initial meeting to review project process, schedule, goals, sustainability, budget and milestones.
 - .02 Review existing project information including existing surveys, program information, record drawings, entitlements data, and other available information.
- 1.02 Programming Confirmation** services required to establish the program requirements for the Project.
- .01 Obtain and review existing program information from the **Town of Addison**.
 - .02 Meet with Steering Committee to confirm program requirements and obtain direction on proposed program concurrent with the Kickoff Meeting.
 - .03 Design objectives, limitations and criteria.
 - .04 Space requirements.
 - .05 Space relationships.
 - .06 Number and functional responsibilities of personnel.
 - .07 Flexibility and expandability.
 - .08 Special equipment and systems.
 - .09 Site requirements.
- 1.03 Existing Facilities Surveys** services consisting of researching, assembling, review and supplemental information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new program including:
- .01 Photography.
 - .02 Review of existing design data.
 - .03 Analysis of existing structural capabilities at locations involved in alterations and addition.
 - .04 Analysis of existing mechanical capabilities at locations involved in alterations and addition.

- .05 Analysis of existing electrical capabilities at locations involved in alterations and addition.
 - .06 Review of existing drawings.
- 1.04 Project Development Scheduling** services consisting of establishing a tentative schedule for predesign services, decision-making, design, documentation, contracting and construction, based on determination of LPA's services, **Town of Addison** responsibilities and proposed design and construction procedures.
- 1.05 Summary of Meetings:** services consisting of meeting attendance and presentations of Predesign Phase analyses and recommendations by LPA, INC. as follows:
- .01 One (1) – Kickoff Meeting concurrent with initial Programming Discussion.
- 1.06 Summary of Deliverables:**
- .01 Program.
 - .02 Schedule.
 - .03 Meeting Minutes

2 – COMMUNITY ENGAGEMENT SERVICES

A series of workshops will be planned and held in order to involve all the stakeholders in the community and to seek a consensus regarding the program, design direction, and facilitate interaction with the community. The following is a proposed outline of the workshop process:

- 2.01** Prepare for and conduct a Parks and Recreation Department in-house programming meeting concurrent with Task 2.04.
- 2.02 Community Engagement/Presentation:** Prepare for and conduct an Athletic Club programming/feedback workshop.
- .01 Provide a summary presentation of key stakeholder comments and consensus priorities developed from the input.
 - .02 In an interactive community engagement session, provide an opportunity for the community to give input on the Athletic Club finishes and facilities desired for the project. We will also gather input from the community on consensus priorities for recreation needs in the community. In combination with the tasks identified above, a clear community priority list will be developed that will assist in the

- decision-making process for planning the project.
- .04 Prepare a summary report and preliminary conceptual plan of the key findings and consensus results from the community input

2.03 Final Consensus Plan: Prepare final consensus plan for City/Advisory Committee review.

2.04 Final Advisory Committee Presentation: Prepare for and present the finding and conclusions from the Community Engagement Process and ROM Estimate to the Steering Committee.

2.05 Summary of Meetings:

- .01 One (1) Staff In-House Programming Meeting.
- .02 Three (3) Community Engagement Meetings.
 - a. Core Building Update options
 - b. Locker Room/Amenities info gathering
 - c. Locker Room renovation options
- .03 One (1) Final Advisory Committee Presentation.

2.06 Summary of Deliverables:

- .01 Agendas.
- .02 Consensus Summary Plans.
- .03 Final Consensus Preliminary Concept Plan.
- .04 Engagement Activity Summaries.

3 - SCHEMATIC DESIGN SERVICES

In the Schematic Design Phase, LPA, INC. shall provide those services designated necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components for approval by the **Town of Addison**, based on program requirements provided by the **Town of Addison**, and reviewed and agreed upon by LPA. The following descriptions shall apply to those services.

3.01 Architectural and Interior Design/Documentation services responding to program requirements and consisting of preparation of:

- .01 Conceptual site, floor, and roof plans.
- .02 Preliminary sections and elevations.
- .03 Preliminary selection of building systems and materials.
- .04 Preliminary furniture, fixtures and equipment concept imagery.

- .05 Preliminary material and finish palettes.
- 3.02 **Structural Design/Documentation** services consisting of recommendations regarding basic structural materials and systems, analyses and development of conceptual design solutions for the outdoor shade structures.
 - .01 A preliminary structural system concept.
 - .02 Preliminary structural design criteria.
- 3.03 **Electrical Design/Documentation** services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:
 - .01 Power service and distribution.
 - .02 Interior/exterior lighting.
 - .03 General space requirements for electrical equipment and BDF/IDF rooms.
- 3.04 **Mechanical and Plumbing Design/Documentation** services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
 - .01 Energy source(s).
 - .02 Energy conservation measures.
 - .03 Energy management and controls.
 - .04 Plumbing.
- 3.05 **Aquatics Documentation** services consisting of drawings and other documents illustrating the scale and relationship for the splash pad and components:
 - .01 Confirm Aquatic Program and Features.
 - .02 Verify New Feature Flow/Pressure requirements against existing potable water flow, pressure and pipe sizes.
 - .03 Provide manufacturer's information and spray features.
 - .04 Develop preliminary utility requirements.
- 3.06 **Planning Department** services consisting of the following:
 - .01 Attendance at one Meeting with the City Staff and the Planning Department for the purposes of reviewing the Schematic Design Package.
- 3.07 **Project Development Scheduling** services consisting of reviewing and updating previously

established Project Schedules for decision-making, design, documentation, contracting and construction.

- 3.08 **Summary of Presentations / Meetings** services consisting of meeting attendance and presentation of Schematic Design Documents by LPA to the following **Town of Addison** representatives:

- .01 Two (2) – Advisory Committee.
- .02 One (1) – Planning Department Meeting.
- .03 Skype Meeting

- 3.09 **Summary of Deliverables** consisting of:

- .01 Schematic Design architectural and structural for the structures.
- .02 Schematic Design for electrical, mechanical and plumbing, landscape architecture and aquatics for the site.
- .03 Updated Project Schedule (if applicable).
- .04 Meeting Minutes.
- .05 Public Meeting Agenda

4 - DESIGN DEVELOPMENT SERVICES

In the Design Development Phase, LPA, INC. shall provide those services designated necessary to prepare from the approved Schematic Design Documents, for approval by the **Town of Addison**, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including architectural, structural, landscape architecture, mechanical, aquatics and plumbing systems, materials and such other elements as may be appropriate. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, maintenance requirements and energy conservation. The following descriptions shall apply to those services.

- 4.01 **Architectural Design/Documentation** services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final relationships, forms, size and appearance of the Project architectural components described in Section 3 through the preparation of the following exhibits:
 - .01 Applicable plans.
 - .02 Typical construction details.
 - .03 Final materials & finishes selections.
 - .04 Final lighting fixture selections.
 - .05 Equipment layouts.
 - .06 Final furniture & furniture finish selections.

4.02 Structural Design/Documentation services consisting of continued development of the specific basic structural system(s) and Schematic Design Documents in sufficient details to establish:

- .01 Final structural design criteria.
- .02 Foundation and framing sizes.
- .03 Critical coordination clearances.
- .04 Outline specification.

4.03 Mechanical and Plumbing Design/Documentation services consisting of continued development and expansion of mechanical Schematic Design Documents and development of Outline Specifications or materials lists to establish:

- .01 Preliminary site utility connections.
- .02 Approximate equipment sizes, weights, and capacities.
- .03 Preliminary equipment layouts.
- .04 Required chases and clearances.
- .05 Preliminary distribution and routing.
- .06 Visual impacts.
- .07 Energy conservation measures.
- .08 Plumbing requirements and equipment.

4.04 Electrical Design/Documentation services consisting of continued development and expansion of electrical Schematic Design Documents and development of Outline Specifications or materials lists to establish:

- .01 Criteria for lighting and electrical systems.
- .02 Approximate sizes and capacities of major components.
- .03 Preliminary electrical.
- .04 Control locations, and base specifications.
- .05 Required chases and clearances.

4.05 Interior Design/Documentation services consisting of development of Outline Specifications or materials lists to establish the final scope and preliminary details.

4.06 Aquatics Documentation services consisting of drawings and other documents to fix and describe the size and character of the splash pad architectural, structural, mechanical and electrical systems, materials and such as other elements, as may be appropriate, through the preparation of the following exhibits:

- .01 Preliminary play element plans and details.
- .02 Updated utility requirements

- .03 Draft specifications.
- .04 Verify aquatic design for code compliance.

4.07 Project Development Scheduling services consisting of reviewing and updating previously established schedules of the Project.

4.08 Summary of Presentations/Meetings services consisting of presentation of Design Development Drawings and other documents by LPA to the following Town of Addison representatives:

- .01 Two (2) - Committee Meetings.
- .02 One (1) - Conference Call with City Staff
- .03 One (1) - Planning Department Meeting.
- .04 Skype Meetings

4.09 Summary of Deliverables consisting of:

- .01 Building Design Development drawings of architecture, interiors, structural, mechanical and electrical design.
- .02 Site Design Development drawings of civil, aquatics, site electrical and landscape architecture requirements.
- .03 Outline specification.
- .04 Schedule update.

5 - CONSTRUCTION DOCUMENTS SERVICES

In the Construction Documents Phase, LPA, INC. shall provide those services designated necessary to prepare, from the approved Design Development documents, for approval by the **Town of Addison**, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project and bidding and contracting for the construction of the Project. The following descriptions shall apply to those services:

5.01 Architectural Design/Documentation services consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project including the following:

- .01 Final site plan.
- .02 Floor plans.
- .03 Sections/elevations.
- .04 Details.
- .05 Building systems/materials.

- .06 Specifications.
- 5.02 **Structural Design/Documentation** services consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project including the following:
- .01 Structural details and systems.
.02 Structural calculations.
.03 Specifications.
- 5.03 **Mechanical Design/Documentation** services consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project including the following:
- .01 Mechanical details and plans.
.02 Details and systems.
.03 Calculations.
.04 Specifications.
- 5.04 **Electrical Design/Documentation** services consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents including the following:
- .01 Electrical plans
.02 Calculations.
.03 Details and schedules.
.04 Specifications.
- 5.05 **Interior Design/Documentation** services consisting of preparation of Drawings and Specifications based on approved Design Development documents, setting forth in detail the requirements for interior construction for the Project including the following:
- .01 Finish plans.
.02 Reflected ceiling plans.
.03 Plan enlargements.
.04 Elevations.
.05 Details.
.06 Specifications.
- 5.06 **Aquatics Documentation** services consisting of drawings and specifications setting forth in detail the requirement for construction of the aquatic components including the following:
- .01 Final play element equipment list.
.02 Final aquatic drawings (plans sections and details).
.03 Final specifications.
.04 Final utility requirements.
.05 Coordination with other consultants.
- 5.07 **Specifications** during the Construction Documents Phase consisting of:
- .01 Assistance to the **Town of Addison** in development of Bidding documents.
.02 Assistance to the **Town of Addison** in development of their preparation of Conditions of the Contract (General, Supplementary, and other Conditions).
.03 Development and preparation of Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
.04 Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.
- 5.08 **Agency Submittal:** Prepare and submit preliminary Construction Documents to the **Town of Addison** consisting of:
- .01 Prepare for and submit Agency Submittal Package to the City.
.02 Make arrangements for and receive City comments.
.03 Incorporate reasonable code related Agency Comments into the final Bid Package.
.04 Resubmit final Agency Submittal package for final approval and permitting.
- 5.09 **Additional Agency Review - TAS:** Prepare and submit documents for Texas Accessibility Standards approval:
- .01 Prepare for and submit Agency Submittal Package to TAS approval and for the Owner/General Contractor to submit for bidding and applicable jurisdiction's plan and code compliance review with the City/County Building Departments & Fire Departments.
- 5.10 **Summary of Presentations / Meetings** services consisting of meeting attendance and presentations of Construction Documents and

special presentation graphics by LPA to the following Town of Addison representatives:

- .01 One (1) – In person meeting with City Staff.
- .02 One (1) – Conference call with City Staff.

5.11 Summary of Deliverables consisting of:

- .01 100% Construction Documents Set.
- .02 Agency Submittal Package.
- .03 Bid-ready construction plans and specifications.
- .04 Statement of Probable Construction Cost at the Agency Submittal Set.

6 - BIDDING / NEGOTIATION SERVICES

In the Bidding or Negotiations Phase, LPA, INC., following the **Town of Addison** approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, shall provide those services designated necessary for LPA to assist the **Town of Addison** in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

6.01 Bidding Materials services consisting assisting the **Town of Addison** with:

- .01 Coordination.
- .02 Reproduction.
- .03 Completeness review.

6.02 Addenda services consisting of preparation and distribution of Addenda and responses to RFI's as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure based on the approved Construction Documents.

6.03 Bidding/Negotiations services consisting of:

- .01 Assistance to the **Town of Addison** in establishing a list of Bidders or proposers.
- .02 Participation in pre-bid conference, if applicable.
- .03 Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.

6.04 Construction Contract Agreements services consisting of:

- .01 Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s).

6.05 Summary of Presentations / Meetings services consisting of presentation of Construction Documents and other documents by LPA to the following Town of Addison representatives:

- .01 One (1) – Prebid Conference

6.06 Summary of Deliverables consisting of:

- .01 Bid documents.
- .02 Addenda.

7 –CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

In the Construction Contract Administration Phase, LPA, INC. shall provide those services designated necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction. Unless otherwise provided in the Scope of Services, LPA duties and responsibilities during construction shall be as set forth in the Agreement between the **Town of Addison** and Architect for Designated Services. The following descriptions shall apply to those services:

7.01 Office Construction Administration services consisting of:

- .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
- .02 Distribution of submittals to the **Town of Addison**, Contractor and/or LPA's field representative, as required.
- .03 Maintenance of master file of submittals.
- .04 Related communications.

7.02 Construction Field Observation services consisting of visits to the site as noted below to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents and preparing related reports and communications. Site visits are based on in

person bi-weekly meetings for the duration of twenty-four (24) weeks construction and twelve (12) total meetings as well as a total of twelve (12) Conference Calls/Call In's to Construction Meetings.

7.03 Supplemental Documents services consisting of:

- .01 Preparation, reproduction and distribution of supplemental clarification Drawings, Specifications and interpretations in response to requests for information by Contractor or the **Town of Addison** and, as required, by construction.
- .02 Forwarding the **Town of Addison's** instructions and providing guidance to the Contractor on the **Town of Addison's** behalf relative to changed requirements and schedule revisions.

7.04 Quotation Requests/Change Orders services consisting of:

- .01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
- .02 Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
- .03 Review and recommendations relative to changes in time for Substantial Completion.
- .04 Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7.05 Project Schedule Monitoring services consisting of monitoring the progress of the Contractor(s) relative to established schedules and making status reports to the **Town of Addison**.

7.06 Construction Cost Accounting services consisting of evaluation of Applications for Payment and certification thereof.

7.07 Project Closeout services initiated upon notice from the Contractor(s) that the Work, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

- .01 A review with the **Town of Addison's** representative for conformity of the Work to the Contract Documents to verify the

list submitted by the Contractor of items to be completed or corrected.

- .02 Issuance of Certificate of Substantial Completion.
- .03 Review upon notice by the Contractor that the Work is ready for final review and acceptance.
- .04 Notification to the **Town of Addison** and Contractor of deficiencies found in follow-up review, if any.
- .05 Final review with the **Town of Addison** representative to verify final completion of the Work.
- .06 Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the **Town of Addison** against liens.
- .07 Issuance of final Certificate for Payment.

7.08 Post Occupancy Review services:

- .01 At the completion of one (1) year and as requested by the City, attend a final review of the project to document warrantee related items identified by the City.
- .02 Issuance of related punch list.

7.09 Record Drawings services consisting of:

- .01 Making arrangements for obtaining from Contractor(s) and other parties record documents and related information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
- .02 Review of general accuracy of information submitted and certified to by the Contractor(s).
- .03 Transmittal of record drawings and general data, appropriately identified, to the **Town of Addison** and others, as directed.

7.10 Summary of Deliverables:

- .01 Field Reports/communications.

8 - FURNITURE DESIGN AND MANAGEMENT

In the Furniture Design and Management phase of the project, LPA shall provide the following services necessary to design, and assist Town of Addison in negotiating and securing competitive pricing and services for furniture for the Project. Services include:

8.01 Needs Assessment, furniture design and bid documentation services

- .01 Meet with key Client Representatives to define goals for obtaining furniture for the project, including image, function budget and schedule.
- .02 Discuss the strategies for obtaining furniture for the new space.
- .03 Prepare an initial overall Order of Magnitude project furniture budget and preliminary schedule for review and approval by Town of Addison.
- .04 Develop a strategy for bidding vendors that meets the design and budget intent for the project.
- .05 Develop descriptive criteria for the furniture design intent for obtaining similar results in each of the competitive bids.
- .06 Develop furniture location plans, keyed to furniture types, so the bidding dealers can understand the magnitude of the final scope.
- .07 Assist in finalizing the criteria for furniture dealer selection, including: initial and ongoing services, availability of products, installation capabilities, percentage off of list prices, etc.

8.02 Bid Phase Services

- .01 Develop and distribute requests for proposals to up to three (3) qualified suppliers, on Town of Addison's behalf, respond to questions regarding the Bid Package and provide clarifications as necessary to secure comparable competitive bids.
- .02 Analyze up to three (3) dealer bids for completeness; compare qualifications, services and prices. Provide an executive summary Comparative Bid Analysis Matrix of the bids. Participate in interviews of up to three (3) dealers, and award of contract to one (1) dealer.
- .03 Deliverables include: up to three (3) client meetings and three (3) dealer interviews, a Comparative Bid Analysis Matrix, and award of dealer contract.

8.03 Procurement Phase Services

- .01 Assist Town of Addison and selected dealer(s) in the selection of final finishes

including fabrics, woods and paints to coordinate with approved architectural color scheme. Dealer to provide a color board of all furniture finishes.

- .02 Review dealer-generated detailed furniture installation plans and sheet specifications for design intent, only. All product numbers are to be verified by the dealer.
- .03 Compare overall final costs for specified products so as not to exceed the approved Order of Magnitude Budget.
- .04 Development and Client's approval of detailed furniture specifications are the responsibility of the selected dealer.
- .05 Coordinate power / data entry locations, as provided by the dealer, with the Construction Documents.
- .06 Deliverables include: up to two (2) meetings with Town of Addison and selected dealer(s), one (1) set of reviewed / marked up dealer specifications, final furniture finish selections and power / data coordination.

8.04 Installation Administration Services

- .01 Selected furniture dealer(s) shall coordinate with the General Contractor for final delivery and installation dates, confirm access and establish installation procedures with the building owner.
- .02 Dealer(s) are responsible for locating critical power / voice / data feeds in the field with the General Contractor.
- .03 Respond to dealer questions that may arise during installation, regarding design intent.

9 - SUPPLEMENTAL / OPTIONAL SERVICES (NOT INCLUDED IN BASIC SERVICES)

In addition to the generally sequential services chronologically arranged and described in Phases 1 through 8, LPA, Inc. may provide the following supplemental services at the request of the **Town of Addison** as additional services.

- 9.01 **Special Studies** services consisting of investigation, research and analysis of the **Town of Addison's** special requirements for the Project and documentation of findings, conclusions and recommendations for Master Planning to provide design services relative to future facilities, systems and equipment which are not intended to be

constructed as part of the Project during the Construction Phase.

9.02 Energy Studies services consisting of special analyses of mechanical systems, fuel costs, on-site energy generation and energy conservation options for the **Town of Addison's** consideration.

9.03 Existing Conditions: services relating documentation and/or field verification of existing conditions.

9.04 Bid Alternates: services relating extensive documentation of Bid Alternates in design or for Construction Documents.

9.05 Additional Community Workshops / Presentation: Prepare for and conduct community workshop(s) as requested by the City. The content and purpose of the workshop shall be defined in collaboration with the City. This exclusion only pertains to any additional workshops identified beyond those agreed upon in section 2.05.

9.06 Survey/Base Map Preparation consisting of the following general scope:

- .01 Plotting of the Record Boundary of the subject property showing all corners found and/or set based on a client provided title report.
- .02 Show easements of records based on documents provided by the client.
- .03 Show right of way (ROW) of adjoining streets based on monuments found (where applicable).
- .04 Perform a detailed topographic survey of the areas as shown on the attached aerial depicting:
 - a. Roads, fences, sidewalks, visible and apparent above ground utilities, building footprint, finish floor of all buildings in the work area, awnings covers, ditches, swales, visible drainage structures, pavement, parking areas and spaces, power and light poles, curb and gutters, signs and any oil and water wells visible and apparent on the property.
 - b. Location of and elevations of access to the building on the property for ADA compliance.
- .05 Trees will be located and identified by basic species; i.e. Pine, Oak, Cedar, etc., 6" diameter and larger.
- .06 Underground utilities will be located if marked by others and depths, type and size of utilities is noted. JPI will request a

Texas One call located along with a call to the Town of Addison Utilities for location and wait 72 hours for marking to be completed before performing field work.

.07 Drainage structures will be noted with depth of facility, size and direction of flowlines both in and out.

.08 Sanitary sewer will be located by visible and apparent evidence unless marked an identified by others.

.09 Surface elevation shots every 100 feet with major surface features and breaks in between as required with contour intervals of one foot.

.10 Flood Plain and or wetlands as marked by others or Flood Plain as scaled from the current FEMA Map of record.

.11 Project will be based on the Texas Coordinate System NAS 83, North Central Zone, NAVD 88.

9.07 Statement of Probable Construction Cost services consisting of:

.01 **Schematic Design: Rough Order of Magnitude (ROM) Statement of Probable Construction Cost** services consisting of development of a preliminary cost range for the Project based on the most recent schematic design studies, current and historic area, volume, or other unit costs, expected Project delivery process, and appropriate contingencies.

.02 **Design Development: Statement of Probable Construction Costs** services consisting of updating and refining the Schematic Design Phase Statement of Probable Construction Cost.

.03 **Agency Submittal: Statement of Probable Construction Costs** services consisting of updating of the Design Development Phase Statement of Probable Construction Cost of the Project, at the Agency Submittal set, taking into account:

a. Changes in materials, systems or details of construction which have occurred during preparation of the Construction Documents.

b. Known changes in the cost of materials, labor and services since preparation of the previous Statement of Probable Construction Cost.

- c. Adjustments for known or anticipated changes in the bidding market relative to the Project.
- 9.08 Record Drawings** services consisting of:
- .01 Drafting of legible and accurately documented redlines, changes and as-built conditions as prepared by the contractor.
- 9.09 Landscape Design/Documentation** services consisting of alternate materials, systems and equipment and development of conceptual design solutions for the following:
- .01 Material selection and plans
.02 Irrigation system concepts.
.03 Planting plan.
.04 Outdoor area and informal recreation area design concepts.
- 10 - STANDARD ASSUMPTIONS**
- 10.01** The following are Scope of Services assumptions:
- .01 **PROJECT BUDGET:** This scope of services is based on an assumed project budget of up to \$4,459,147.00. Documentation of improvements in excess of this noted construction budget, due to increased client scope requests, may be provided as an additional service.
- .02 **TITLE REPORT:** Town of Addison to provide a recent title report that shows the recorded property boundary and ROW along with easements and any other special provisions.
- .03 **APPROVAL:** The Town of Addison's verbal request to commence each task constitutes approval of prior work. Changes in subsequent work will be considered additional services, documented and billed on an hourly basis.
- .04 **CONSULTANTS:** The work of the Architect, Landscape Architect, Structural Engineer, Plumbing Engineer, Mechanical Engineer, Electrical Engineer, and the Aquatics Consultant are included as part of this contract. Any other necessary consultants are in addition to the contract and will be billed at fee, plus 25% for coordination.
- .05 **FIRE SPRINKLER:** Fire sprinkler system and evac design and documentation will be design build by the contractor.
- .06 **LOW VOLTAGE/TECHNOLOGY/IT:** Design and documentation of low voltage systems including Technology/IT and other related systems are excluded.
- .07 **REIMBURSABLES:** All project expenses shall be reimbursed to LPA by the Owner at a multiple of 1.10. Project expenses include, but are not necessarily limited to, all normal costs involving models, renderings, document reproduction, plotting, deliveries, mileage, and approved travel. Unless otherwise agreed to in writing, all governmental taxes and fees will be paid directly by the Town of Addison. These taxes and fees are separate and are not a part of LPA's reimbursable allowance. Unless specifically noted as being included in a 'stipulated sum', all consultant fees shall be subject to a multiple of 1.25.
- .08 **UTILITY SURVEY:** The City will provide accurate utility data including sizes, condition, materials and exact locations. It is our understanding the City has the noted information and a utility forensics study is not required. If additional utility information is required, the City will provide said information or LPA may include the scope as an additional service.
- .09 **PLANNING DEPARTMENT:** Per the initial meeting with the City on May 1, 2019, no allowances have been provided for a Planning Department's submittal or review and no CUP is required. It is our understanding the City Project Manager will review the overall project with the Planning Department in an informal session and obtain any necessary approvals based on existing plans developed for Construction. No dedicated or formal documents will be provided. Any required documentation may be provided as an additional service. Two (2) potential meetings are included with code and fire.

- .10 **BID ALTERNATES:** Documentation of Bid Alternates shall be paid as an additional service (regardless of the City's acceptance of the alternate for construction) based on the value / percentage of construction of the improvements at bid. Items documented through Design Development but not included in the final Construction Documents shall be reimbursed to LPA at an hourly rate.
- .11 **EXISTING CONDITIONS:** It is our understanding that As-Built or Record Documents exist for the existing Athletic Club. If Documentation and Field Verification of existing conditions shall be required, work will be billed on an hourly basis plus expenses.
- .12 **RESPONSIBILITIES:** LPA, INC., will be responsible for Design, Construction Documents, Bid Negotiations, and Construction Administration for the development of the site areas as stated on this contract. Signage, street work, and any other site related engineering or reports outside this scope of work shall be by others and are not included in this scope of work.
- .13 **UTILITY COMPLIANCE:** The coordination and review of designs with any outside agency for compliance with code requirements and obtaining of any necessary approvals shall be by others.
- .14 **RATE SCHEDULE:** The attached LPA hourly rate schedule became effective December 31, 2019, however, is subject to change without notification.
- .15 **ADDITIONAL SERVICES:** Tasks not included in this Scope of Services but requested by the Town of Addison shall be identified as such and billed at an hourly rate, unless a detailed scope of services proposal is requested.
- .16 **SPECIFICATIONS:** The Town of Addison shall provide the Standard General Conditions, Special Conditions, and Bidding Instructions.
- .17 **FEES:** The Town of Addison shall pay all government fees, permits, assessments, etc.
- .18 **SPECIAL MEETINGS:** Necessary preparation time and attendance at public hearings, agency meetings or any community workshop or presentation not specifically noted by LPA, INC. are not within this Scope of Services.
- .19 **PROJECT PHASES:** This proposal is based on the assumption that the project shall be installed in one phase. Additional phasing of the project shall require changes to the Construction Documentation, Bid Negotiation and Construction Administration phases of work. Additional work due to phasing of the project shall be considered as additional services.
- .20 **CONSTRUCTION DOCUMENTS:** The Construction Documents will be developed as one set of documents. The scope of work does not include a separate set of off-site improvements. If the **Town of Addison** requires a separate set of documents for off-site, etc., LPA will provide these drawings as an additional service.
- .21 **ELECTRICAL EXCLUSIONS:** Temporary power design, smoke evacuation, security system or other similar systems are excluded.
- .22 **CHANGES:** Minor and applicable code related changes at the Agency Submittal review phase are included. Changes to designs previously approved during interim reviews or at key milestones are not included and may be provided as an additional service.
- .23 **PROJECT SIZE:** Total proposed improvement area is approximately thirty-nine thousand (39,000) square feet.
- .24 **OFF-SITE:** Off-site infrastructure is in place and adequate connection points for storm drain, water, and sewer are available at the project boundary (or on-site) to serve the proposed development. No studies of utilities beyond the limit of the site are included.

- .25 **TITLE REPORT:** A Title Report that is current, and in open order with the respective Title Company is to be provided by the City for use by their surveyor in developing the topographic survey and plotting of the Record Boundary, easements and other necessary data.
- .26 **RECORD DRAWINGS:** Information is to be provided by the Contractor. Any drafting services required by the Town of Addison can be provided on an hourly basis.
- .27 **MEETINGS:** Where the maximum number of meetings to be included in Architect's services is specified herein, Architect and architect's consultants agree to attend, and participate in, as many meetings as specified as part of the Basic Services. Meetings in excess of those specified will be billed as Additional Services.
- .28 **DELIVERABLES:** The preceding description of services general outlines the activities associated with executing each phase of work. The necessity for, and the extent to which, the Architect and Architect's consultants must commit time and resources to any specific activity will vary depending on the needs of the project. Consequently, the description of services does not represent a comprehensive list of deliverables.
- .29 **CONSULTATION AND COORDINATION:** All consultations and coordination not associated with specific meetings shall be conducting at the sole discretion of the Architect and Architect's consultants, and only as necessary for the Architect and Architect's consultants to complete the professional services of this agreement.
- .30 **DOCUMENTS:** Documents described in the preceding description of services shall be provided, as appropriate, for the needs of the project and to a level of detail consistent with the standard of practice for this type of project and for the geographical area and regulatory jurisdiction(s) in which the project is located.
- .31 **PROJECT CONTROL:** The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for construction. Without in any way limiting the Architect's responsibilities and obligations the Architect shall not otherwise be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

11 - ITEMS NOT INCLUDED IN THIS SCOPE OF WORK

- .01 Hydrology studies of off-site areas or site wide areas which are not tributary to the immediate limit of work within the project site.
- .02 Utility replacement and upgrade of underground facilities on public streets.
- .03 Any consultant not specifically identified.
- .04 Traffic studies.
- .05 Submittal(s) fees.
- .06 Traffic Control Plans/Intersection Signal Design.
- .07 Boundary Survey.
- .08 Record of Survey.
- .09 Off-Site Improvements.
- .10 Utility line relocation or adjustments.
- .11 Environmental/EIR or biological services.
- .12 Relocation or undergrounding of power lines.
- .13 Easements: The abandonment, revising, or writing of easements is not included in this scope of work.
- .14 Low Voltage/Technology/IT systems.
- .15 Fire Sprinkler and Evac System.
- .16 Geotechnical services construction.
- .17 Acoustics.
- .18 Hazardous materials studies.
- .19 All street lighting, signalization, or temporary power design are excluded.

- .20 Undergrounding or relocation of utility systems or lines.
- .21 Security system design or documentation.
- .22 Water Quality Management Plan (WQMP), Notice of Intent (NOI), and Storm Water Pollution Prevention Plan (SWPPP) preparation services are excluded and are anticipated to be provided by the Town of Addison.
- .23 Community group meetings and/or workshops beyond those identified in the scope of work.
- .24 Planning Department Meetings/ documentation/ coordination.
- .25 Conditional Use Permit.
- .26 Commissioning.
- .27 LEED certification and/or registration fees.
- .28 TAS Review Fee, Permit, Plan Check, testing or any agency fees.
- .29 Improvements to adjacent city streets are excluded.
- .30 Off-site engineering includes all areas outside the property line.
- .31 Any item not specifically noted as included in the Scope of Services.
- .32 Special disciplines consultation services consisting of retaining, directing and coordinating the work of special disciplines consultants identified from the following list or any other sources not listed, whose specialized training, experience and knowledge relative to specific elements and features of the Project are required for the Project:
 - .1 Acoustics.
 - .2 Audio-Visual.
 - .3 Communications.
 - .4 Computer Technology.
 - .5 Construction Management.
 - .6 Dry Utilities.
 - .7 Town of Addison.
 - .8 Economics.
 - .9 Editorial.
 - .10 Elevators/Escalators.
 - .11 Environmental.
 - .12 Fire Protection.
 - .13 Food Service/Kitchen Design.
 - .14 Geotechnical.
 - .15 Methane.
 - .16 Public Relations.
 - .17 Reprographics.
 - .18 Safety.
 - .19 Security Systems Design & Engineering.
 - .20 Soils/Foundations.
- .21 Parking/Parking Structure.
- .22 Transportation.
- .23 Enhanced Commissioning Agent.
- .24 Traffic Engineer.



12 – PROPOSED COMPENSATION

The following is the flat fee compensation for the Scope of Services identified. The fee is based on an assumed project budget of \$5,565,131.00 and a construction cost of up to **\$4,459,147.00**, and is made up of the following components:

Tasks 0 – 8 (Basic Services):	
Programming/Community Engagement	\$ 42,770
Schematic Design	\$ 64,000
Design Development	\$ 85,502
Construction Documents	\$ 149,610
Bidding / Negotiations	\$ 21,488
Contract Administration	\$ 106,880
Closeout Phase	\$24,750

Total Fees 0 - 8 (Flat Fee): \$ 495,000

Reimbursable expenses are in addition to compensation and typically run up to and approximately 10% of a total project fee. They include costs for reproduction, plotting, express mailing, delivery charges, mileage, travel, and overhead on consultant invoices. Also included is a separate allowance for preparing Record Drawings. Reimbursables fees are in addition to the Base Fee.

Reimbursable Allowance	\$ 15,000
Hourly Rate based Reimbursable Allowance for Existing Conditions Drawings	\$ 20,000

Task 9: Supplemental / Optional Services: Due to the unknown nature of the requirements for supplemental services such as Renderings, promotional material, 3D graphics, or other related material, no specific fee has been identified or a preliminary allowance has been noted. Fees may be provided by LPA, as requested by the **Town of Addison** and pending clarification of the deliverables. Fees for Supplemental Services are in addition to the Flat Fee.

Special Studies	\$ _____ Hourly
Renderings	\$ _____ Hourly
Energy Studies	\$ _____ Hourly
Bid Alternates	\$ _____ Hourly
Record Drawings	\$ _____ Hourly

13 - BASIC HOURLY RATE SCHEDULE

Principal	\$265.00
Director	\$240.00
Discipline Director	\$230.00
Project Director	\$220.00
Project Leader	\$185.00
Design Coordinator II	\$160.00
Manager	\$155.00
Design Coordinator I	\$135.00
Senior Specialist	\$125.00
Designer III	\$125.00
Specialist III	\$105.00
Designer II	\$110.00
Designer I	\$100.00
Specialist II	\$95.00
Specialist I	\$85.00
Intern	\$75.00

NOTE: These rates became effective January 2020 and are subject to change without notice.

14 – PROPOSED CONSULTANT / DISCIPLINES

Architecture:	LPA
Landscape Architecture:	CCA
Interior Design:	LPA
Structural:	LA Fuess
Mechanical / Electrical / Plumbing:	MEPCE
Aquatics:	Aquatic Design Group

EXHIBIT C COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET

Total Project Development Budget Model				Total Indirect Budget	19.9%	\$	1,105,711.06
				Total Direct Budget	80.1%	\$	4,459,147.41
				Project Total Budget		\$	5,564,858.47
Project Name	Addison Athletic Club - Renovation						
Project Type	Sports + Rec						
Site Size	6.10	Acres	Cost Per Unit				
Building Square Footage Total	38,500.00	SF					

	Quantity	Unit	\$/Unit	Projected Cost	Totals
Direct Costs					
Locker Room Renovation	1.00	LS	\$ 1,209,428.20	\$ 1,209,428.20	
Gym and Track	1.00	LS	\$ 359,617.25	\$ 359,617.25	
Core Building Updates	1.00	LS	\$ 360,750.00	\$ 360,750.00	
Pool Filtration and Shade Structure	1.00	LS	\$ 784,597.34	\$ 784,597.34	
Roof Replacement	1.00	LS	\$ 1,062,889.38	\$ 956,600.44	
HVAC Equipment	1.00	LS	\$ 530,056.52	\$ 477,050.87	
Construction Cost Subtotal	-			\$ 4,148,044.11	
Design Contingency	7.50	%		\$ 311,103.31	
Construction Contract Total					\$ 4,459,147.41
Total Construction Cost/Budget					\$ 4,459,147.41
Indirect Costs					
Project contingency					
Construction Contingency	5.00%	%		\$ 222,957.37	
Unforeseen Conditions	2.50%	%		\$ 111,478.69	\$ 334,436.06
Professional Fees					
Programming	1.00	Arch Fee	\$ 45,000.00	\$ 45,000.00	
A/E Basic Services	1.00	Arch Fee	\$ 450,000.00	\$ 450,000.00	
A/E Reimbursables	1.00	Arch Fee	\$ 15,000.00	\$ 15,000.00	
A/E Additional Services	4.5%	Owner Budget	\$ 450,000.00	\$ 20,025.00	
Site Survey/Utility Investigations	1.00	Owner Budget	\$ 10,000.00	\$ 10,000.00	
Geotechnical Investigation	-			\$ -	
Commissioning	-			\$ -	
Enhanced Commissioning	-			\$ -	
ADA/Misc Consulting	1.00	Owner Budget	\$ 2,000.00	\$ 2,000.00	
LEED Consulting	-			\$ -	
					\$ 542,025.00
Site Development Costs					
Land Purchase					
Off-Site Road Infrastructure					
Off-Site Utility Extensions					\$ -
Permitting and Fees					
Building Permits					
Utility Tap Fees					
Electrical Service Fees					
Development Fees					\$ -
Testing					
Construction/Materials Testing	1.00	Owner Budget	\$ 15,000.00	\$ 15,000.00	
Fire Alarm/Life Safety Code Compliance	1.00	Owner Budget	\$ 7,500.00	\$ 7,500.00	
Mechanical Testing and Air Balance	1.00	Owner Budget	\$ 7,500.00	\$ 7,500.00	
					\$ 30,000.00
Moveable Furniture, Fixtures and Equipment					
Core Building FFE	1.00	Owner Budget	\$ 95,000.00	\$ 95,000.00	
Bond FFE	1.00	Owner Budget	\$ 45,000.00	\$ 45,000.00	
Office Furniture Contingency (5 offices)	5.00	Owner Budget	\$ -	\$ -	
					\$ 140,000.00
Technology					
Security/Access Control	1.00	Owner Budget	\$ 7,500.00	\$ 7,500.00	
Building Alarm	1.00	Owner Budget	\$ -	\$ -	
AV Equipment	1.00	Owner Budget	\$ 5,000.00	\$ 3,750.00	
Pool Sound System	1.00	Owner Budget	\$ -	\$ -	
Data					
Telecommunications					\$ 11,250.00

Other Expenses						
Core Building Signage / Wayfinding	1.00	Owner Budget	\$ 12,500.00	\$ 10,500.00		
Core Building Branding	1.00	Owner Budget	\$ 12,500.00	\$ 10,000.00		
Bond Branding / Signage	1.00	Owner Budget	\$ 25,000.00	\$ 27,500.00		
						\$ 48,000.00
Total Project Development Cost Subtotal						
						\$ 5,564,858.47
Total Project Development Cost						
						\$ 5,564,858.47

**ADDISON ATHLETIC CLUB
CORE UPDATES &
RENOVATIONS SCHEDULE V4**

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessor	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
1																	
2		Addison Athletic Club	142 days	Mon 6/15/20	Tue 12/29/20												
3																	
4		Task 1 - Kickoff and Programming	2 wks	Mon 6/15/20	Fri 6/26/20												
5		Project Initiation / Kickoff & Programming Interview	0 wks	Mon 6/15/20	Mon 6/15/20												
6		Programming	10 days	Mon 6/15/20	Fri 6/26/20	5											
7		Virtual Community Engagement (Core Updates & Locker Room/Renovations)	0 days	Tue 6/16/20	Tue 6/16/20												
8		Space Planning	1 wk	Tue 6/16/20	Mon 6/22/20	7											
9		TofA Staff Programming / Space Planning Approval	4 days	Tue 6/23/20	Fri 6/26/20	8											
10																	
11		Task 2 - Schematic Design	4 wks	Mon 6/29/20	Fri 7/24/20	4											
12		Schematic Design Plans	15 days	Mon 6/29/20	Fri 7/17/20												
13		Holiday	0 days	Fri 7/3/20	Fri 7/3/20												
14		Virtual Community Engagement (Core Updates & Locker Room/Renovations concepts presentation)	0 days	Thu 7/9/20	Thu 7/9/20												
15		Schematic Design Refinement	7 days	Thu 7/9/20	Fri 7/17/20	14											
16		TofA Staff Schematic Design Approval	5 days	Mon 7/20/20	Fri 7/24/20												
17																	
18		Task 3 - Design Development	7 wks	Mon 7/27/20	Fri 9/11/20	16											
19		Incorporate Schematic Design Comments	1 wk	Mon 7/27/20	Fri 7/31/20	16											
20		Design Documentation	6 wks	Mon 8/3/20	Fri 9/11/20	19											
21		Pricing Plans submitted for bid	1 wk	Mon 8/17/20	Fri 8/21/20												
22		Holiday	0 days	Mon 9/7/20	Mon 9/7/20												
23		TofA Design Development Approval	1 wk	Mon 9/7/20	Fri 9/11/20												
24																	
25		Task 4 - Construction Documents	8.4 wks	Mon 9/14/20	Tue 11/10/20	18											
26		Incorporate Design Development Comments	5 days	Mon 9/14/20	Fri 9/18/20												
27		Construction Documents (Locker Room/Renovations)	7.4 wks	Mon 9/21/20	Tue 11/10/20												
28		Final Equipment layout	0 days	Wed 9/30/20	Wed 9/30/20												
29		Final Equipment Review	0 days	Fri 10/9/20	Fri 10/9/20												
30		Holiday	0 days	Mon 10/12/20	Mon 10/12/20												
31		Prepare 100% Construction Documents	1.8 wks	Tue 10/13/20	Fri 10/23/20												
32		Construction Documents Agency Submittal/Approval (Locker Room/Renovations)	1 wk	Mon 10/26/20	Fri 10/30/20												
33		City Council Approval	0 wks	Tue 11/10/20	Tue 11/10/20												
34																	
35		Task 5 - Bidding & Negotiation	7 wks	Wed 11/11/20	Tue 12/29/20	33											
36		Project Bidding	4 wks	Wed 11/11/20	Tue 12/8/20												
37		Holiday	0 days	Wed 11/11/20	Wed 11/11/20												
38		Holiday	0 days	Thu 11/26/20	Thu 11/26/20												
39		Selection and Negotiation	3 wks	Wed 12/9/20	Tue 12/29/20	36											
40		Holiday	0 days	Fri 12/25/20	Fri 12/25/20												

Project: 20_0224 Casa View Sch
Date: Fri 5/15/20

Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline			
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Progress			

EXHIBIT D
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 E CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

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

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

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

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

<p>3. Business Auto Liability to include coverage for:</p> <p>a) Owned/Leased vehicles</p> <p>b) Non-owned vehicles</p> <p>c) Hired vehicles</p>	<p>Combined Single Limit \$1,000,000</p>	<p><u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage.</u></p> <p>Insurance company must be A:VII-rated or above.</p>
---	--	--

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) shall be submitted to the Finance Department by fax at: **972-450-7074** or **emailed to: aturner@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

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

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

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

AGREEMENT

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

Project/Bid# _____

Company: _____

Printed Name: _____

Signature: _____

Date: _____

**EXHIBIT F
AFFIDAVIT**

THE STATE OF TEXAS

§

THE COUNTY OF DALLAS

§

§

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

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

_____ Ownership of 10% or more of the voting shares of the business entity.

_____ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000.00).

_____ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.

_____ Other: _____.

_____ None of the Above.

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

Signed this _____ day of _____, 2020.

Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared _____ 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 _____ day of _____, 2020.

Notary Public in and for the State of Texas
My commission expires: _____

EXHIBIT G CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

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.

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:

Signature

Date

Local Government Officers Town of Addison, Texas

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

Mayor: Joe Chow

Council
Members: Tom Braun, Mayor Pro Tem
Lori Ward, Deputy Mayor Pro Tem
Paul Walden, Councilman
Ivan Hughes, Councilman
Guillermo Quitanilla, Councilman
Lori Ward, Councilwoman
Marlin Willesen, Councilman

City Manager: Wesley S. Pierson