

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE ALPHA ROAD CONNECTOR IMPROVEMENTS FROM FARMERS BRANCH CREEK TO ALPHA ROAD IN AN AMOUNT NOT TO EXCEED \$380,800.00 FOR BASIC SERVICES AND AN AMOUNT NOT TO EXCEED \$118,800.00 FOR SPECIAL SERVICES, 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 Kimley-Horn and Associates, Inc. for professional engineering services for the Alpha Road Connector improvements from Farmers Branch Creek to Alpha Road, in an amount not to exceed \$380,800.00 for Basic Services and an amount not to exceed \$118,800.00 for Special Services, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **22<sup>nd</sup>** day of **SEPTEMBER** 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 (TOWN)  
AND  
KIMLEY-HORN AND ASSOCIATES, INC. (CONSULTANT)  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

Made as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2020,

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

and the Consultant:     Kimley-Horn and Associates, Inc.  
                                  2201 West Royal Lane, Suite 275  
                                  Irving, TX 75063  
                                  (214) 420 - 5600

for the following Project:   **Alpha Road Connector from Farmers Branch Creek to Alpha Road**

The Town and the Consultant agree as set forth below.

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

**WHEREAS**, the Town desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, **survey, environmental, and engineering services for the Alpha Road Connector improvements** within the Town of Addison, Texas; hereinafter referred to as "Project"; and

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

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

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

**ARTICLE 1  
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement. The standard of care for all professional service performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the Town.
- 1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" which have not been issued as a duly executed, written change order by the Addison City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written change order shall be preceded by the Addison 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 "B"** and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than as identified in **Exhibit "G"**.
- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit "B." However, the Town agrees that the Consultant is only able to perform the services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

**ARTICLE 2  
THE TOWN'S RESPONSIBILITIES**

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

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

**ARTICLE 3  
CONSULTANT'S COMPENSATION**

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be a) for **Basic Services on a Lump Sum basis in amount of Three-Hundred Eighty-Thousand Eight-Hundred and 00/100 Dollars (\$380,800.00)**; and b) for **Special Services on a cost-plus basis in amount not to exceed One-Hundred Eighteen Thousand Eight-Hundred and 00/100 Dollars (\$118,800.00)**, ("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 total estimated compensation for Engineer's services included in the breakdown by tasks as noted in Exhibit "A" incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Subconsultants' charges. Engineer may alter the distribution of compensation between individual tasks of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Town.
  - 3.1.1 **Completion of Final Report** – Town and Consultant agree that the Final Report shall be completed, submitted to, and accepted by the Town. The electronic formatting shall be consistent with the standards established in Town of Addison Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents, if any, shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.

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

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

**Standard Rate Schedule**

(Hourly Rate)

Analyst	\$185
Professional	\$215
Senior Professional I	\$260
Senior Professional II	\$275
Senior Technical Support	\$200
Support Staff	\$125
Technical Support	\$105

Effective through June 30, 2021

Subject to periodic adjustment

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town immediately upon completion of each individual task listed in Exhibit "B." On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon mailing of payment by Town and acknowledgement receipt of payment by Consultant. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21<sup>st</sup>) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10<sup>th</sup>) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 2251, Subchapter "D" ("Remedy for Nonpayment") of the *Texas Government Code*. The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.

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

#### **ARTICLE 4 OWNERSHIP OF DOCUMENTS**

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



service in respect of the Project and property of the Town and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

**ARTICLE 5**  
**CONSULTANT’S INSURANCE REQUIREMENTS**

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

transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If Project size and scope warrant, Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to the Town, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of Exhibit “F,” such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

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

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

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

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

Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

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

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

If the Agreement is required to go to the 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 ATTORNEYS FEES AND ASSOCIATED COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

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

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

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## **ARTICLE 11 NOTICES**

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

**Director of Public Works and Engineering Services**

Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

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

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

2201 West Royal Lane, Suite 275  
Irving, TX 75063  
(214) 420 - 5600

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

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

- 12.14 **No Third Party Beneficiaries** -- Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.15 **No Boycott – Israel** -- Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

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

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

**TOWN:**  
Town of Addison, Texas

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

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

**CONSULTANT:**  
\_\_\_\_\_

By: *L. Nathan Ante*  
L. Nathan Ante, Vice President

Date: 09/10/2020



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.

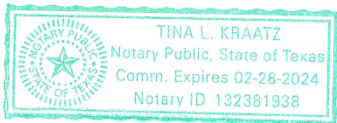
GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_ day of \_\_\_\_\_, 2020.

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

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **L. Nathan Ante**, 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 10<sup>th</sup> day of September, 2020.



*Tina L. Kraatz*  
Notary Public In and For the State of Texas  
My commission expires: 02/28/2024

**Exhibit "A"**  
**Scope of Services**  
**Agreement by and between the Town of Addison, Texas (Town)**  
**and Kimley-Horn and Associates, Inc. (Consultant)**  
**to perform Professional Engineering Services for**  
**Alpha Road Connector from Farmers Branch Creek to Alpha Road**

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This scope of services identifies the design and engineering services that will be provided for a new roadway connecting the Vitruvian Park development with Alpha Road and Brookhaven College. This new facility will be located primarily within the City of Farmers Branch on Brookhaven College property but will have a northern connection at Vitruvian Park within the Town of Addison. The project roadway will cross Farmers Branch Creek Tributary 1. Design for this crossing will be based on criteria set forth by the City of Farmers Branch, the U.S. Army Corps of Engineers (USACE), and the Federal Emergency Management Agency (FEMA), as applicable. General tasks under this scope will include easement preparation, floodplain analysis, roadway design, sidewalk, drainage design, detention pond plans (analysis and location already performed through another consultant) and bridge design. Conceptual plans had already been completed through another consultant; however, Consultant understands previous design files, except for PDF's, are not available. Services under this scope will validate the alignment and concepts presented in those plans as well as incorporate the addition of the detention pond and how it impacts the project. Plans will be finalized for construction and Consultant will provide construction phase support to the Town during construction.

This scope of services only covers the general project area described herein and does not provide for additional survey, alignment changes, extensions, or expansions. The Consultant will provide services as specifically outlined below:

**Task 1 – Topographic and Boundary Survey**

Topographic and Boundary survey will be performed along the Alpha Road Connector corridor which generally includes Bella Lane from Farmers Branch to its proposed extension terminating at Windmill Circle, which is the campus ring road at Brookhaven College. The corridor also extends east-west from a proposed traffic circle at Bella Lane to Alpha Road. Proposed limits are generally based on conceptual plans prepared by Nathan D. Maier Consulting Engineers, Inc dated March 2014. Limits also include the Alpha Road Mini Park as well as the area for a newly proposed detention pond adjacent to Alpha Road and the unnamed tributary.

Survey limits will include the following:

- A 130' east/west by 950' north/south area of the southeast corner of the Vitruvian Park property.
- A 350' east/west swath from the south property line of Vitruvian Park to the southern edge of Windmill Circle and Brookhaven College Jogging Trail.

- An area bounded by the Parish Episcopal School southern property line to the north, the southern edge of Brookhaven College Jogging Trail to the south, the previously described area to the west, and the east Alpha Road right-of-way to the east.
- a) Data Collection and Property Research
    - I. Gather existing right-of-way, and easement information and identify easements available through typical research methodologies (i.e. plats, courthouse filings, etc.). Undocumented easements may not be identified. Title research may be performed as an Additional Service only upon written Town authorization.
    - II. Coordinate Right-of-Entry (ROE) with the Town's assistance to contact any non-responsive property owners. The Town will assist Consultant by sending out a project introduction letter prepared by the Consultant as soon as the project begins.
    - III. Town to provide record drawing information for Town and Farmer's Branch infrastructure and development record plans along Alpha Road and Bella Lane within project limits.
    - IV. Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
    - V. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing Town of Addison control network.
    - VI. Establish horizontal and vertical project control monumentation.
  - b) Perform a field survey to identify and locate existing topographic elements within the roadway corridor, which may include the following:
    - I. Property corner monumentation;
    - II. Existing pavement, curbs, sidewalks, barrier free ramps, etc.;
    - III. Roadway and lane striping;
    - IV. Driveways;
    - V. Existing storm sewer inlets, manholes, junction boxes (including sizes and invert elevations);
    - VI. Outfalls and erosion control;
    - VII. Existing driveway culverts and swales;
    - VIII. Guardrail;
    - IX. Utility manholes, sanitary sewer manholes (and invert elevations), vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities;
    - X. Traffic signal poles, cabinets, and other signal equipment;
    - XI. Signs (excluding temporary signs);
    - XII. Trees 3" caliper and up;
    - XIII. Buildings and permanent structures;
    - XIV. Retaining walls;
    - XV. Fence limits and material types (excluding temporary fences);
    - XVI. Other applicable physical features that could impact design;

XVII. Farmers Branch Creek Tributary 1 from approximately 100 feet upstream of the proposed Bella Lane crossing to Alpha Road.

- c) Review topographic survey, available records from the Town and information gathered from the franchise utilities.
- d) Perform field survey to establish ground control for the aerial photography of the project area.
- e) When underground utilities are exposed, tie to project control baselines.
- f) Identify the street address of all adjacent properties to the proposed construction and show on drawings.
- g) Compile above information into a base file to be used for design.
- h) Base file will be in AutoCAD Civil 3D.
- i) Provide base files to other consultants, engineers and contractors who may be performing work for the Town or adjacent to the Project, only upon Town request.

### **Task 2 – Jurisdictional Assessment**

This task will include a review of readily available aerial photography and published data for the property, including United States Geological Survey (USGS) topographic maps and United States Department of Agriculture (USDA) soils maps. This task also includes field reconnaissance of the study area to evaluate the extent of potentially jurisdictional wetlands and other waters of the U.S. that may be subject to Section 404/401.

This task will include the preparation of a Jurisdictional Assessment report. This effort will be performed by a qualified scientist. The delineation will be based on the professional judgment of Consultant, its use of the USACE 1987 manual (as modified by the Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region, Version 2, March 2010), and it is understood that final authority over the delineation of waters of the United States lies with the appropriate federal agency. Potentially jurisdictional areas will be described in the text of the report and will be graphically depicted on aerial photography and other base data to provide an understanding of the potentially jurisdictional areas. Consultant does not anticipate the need to flag or survey aquatic features. If this is required, it can be performed as an Additional Service under a separate scope of work.

### **Task 3 – Nationwide Permitting Memorandum to File (Non-Notification)**

Consultant will provide a descriptive memo discussing the use of Nationwide Permit 14 (Linear Transportation Projects) under a 'non-notification' scenario. The memo can be used to document the 'non-notification' permitting scenario and to provide the selected contractor with information relating to permit compliance. A description of selected General Conditions as well as a suggested list of BMPs required for compliance with TCEQ water quality certification will be included. Though no coordination with the Corps is proposed, the use of this permit constitutes compliance with appropriate Federal regulations. All terms and conditions of the permit must be met by the owner.

If any triggers for notification to the Corps are met, then it will be necessary to prepare a preconstruction notification under a separate letter agreement. This may be the case if:

- The permit General or Regional Conditions can't be met;
- Specific triggers for notification to the Corps are met within the permits;
- The impacts thresholds for the Nationwide Permit program are exceeded (greater than 0.10-acres and less than 0.50-acres at each separate, single and complete crossing) or;
- Client requests verification from the Corps.

If impacts exceed 0.50-acres at any separate, single and complete crossing, then an Individual Permit would be required and would be pursued as an Additional Service.

This scope is based on the understanding that proposed impacts to waters of the U.S. are less than 0.10-acre at each separate, single and complete proposed crossing, the project will not include impacts to 'special aquatic sites' including wetlands and will not result in stream channelization. Task 2 is necessary to complete this task and includes field work to collect data necessary to prepare the NWP 14 Memorandum to File.

#### **Task 4 – Cultural Resources Assessment**

Through a subconsultant, a parcel approximately 23.6-acres will be surveyed for cultural resources. The purpose of this survey is to identify cultural resources (archaeological and historic) that may be impacted by the proposed development. The survey will include the excavation of shovel test units in areas where buried cultural resources may be encountered as well as surface inspections, meeting THC standards. Background research for the area will be performed which will provide a basic historical overview of the region. Historic aerial maps will be used, along with standard archeological survey techniques, to identify any historic or archeological sites that may be present within the Subject Property.

Background information about the project area will be collected. This will include reviews of available data on existing archaeological and historic resources in the area as well as research into the history of this part of Dallas County. At the completion of background research, field crews will be dispensed to complete the survey. Due to this project being located on public property, a Texas Antiquities Permit will be required. Upon receipt of notice of award, a permit application will be started for this project.

a) Mobilization and Background Research:

Immediately upon award of this project we will begin the background investigations. We will examine readily available data pertinent to the history, prehistory, ethnography, and environment of the study area, including but not necessarily limited to the Texas Archeological Sites Atlas and the TNRIS. The purpose of this research is to develop a general understanding of the study area and how it may have changed through time, to identify previously recorded historic resources, and to generate the information and perspectives needed to predict the likely presence or absence of resources and the likely character of potential

impacts. The records examined will include a review of online data containing information about previously recorded archaeological and historic resources in the vicinity of the project area. The results of the literature review will be a compilation of previously recorded cultural resources that are in or near the project area, and also will serve to provide an historical context for the study area.

The background research will also include information about standing historic structures and known cemeteries located near the survey area. As noted above, the purpose of the background research is to inform the Stone Point Services crew of potentially important cultural resources that have been previously identified near the survey area. Using data from the background research, our researchers can pinpoint those areas that are more likely to include archaeological sites. The background research will likewise help to identify historic resources, such as historic buildings and cemeteries that are located within, or close to, the survey area.

The background research will likewise act as an early warning of potential problems. Consultant will notify the Town of any potential issues identified during the background research. By having this information early in the process, the Consultant and the Town will be better prepared to address potential concerns. Consultant will begin preparing for field investigations during the background research.

b) Field Investigations:

Once necessary research and field preparation are complete, Consultant will start the archaeological survey. Crews will be oriented to the project area, safety meetings will be conducted, and all field equipment will be readied. The procedures outlined below meet state guidelines for archaeological surveys in Texas. A Texas Antiquities Permit (TAP) will be required for this project. Immediately upon award, a permit application will be completed.

Cultural Resources investigations of the project area will include an intensive archaeological survey using both pedestrian (surface) survey and shovel testing techniques. A pedestrian survey will be used to locate cemeteries, chimneys, earthworks and other above ground features, as well as artifacts lying on the ground surface. In addition to the pedestrian survey, shovel tests will be generally placed on a 30-meter grid within areas likely to contain buried deposits. Low potential areas will be surveyed at a reduced interval. All survey methods will meet the requirements of the THC as stipulated in the Archeological Survey Standards of Texas for Projects of 200 Acres or Less ([http://counciloftexasarcheologists.org/?page\\_id=69](http://counciloftexasarcheologists.org/?page_id=69)) and for linear projects. It is anticipated that no less than 50-shovel tests will be excavated during this project.

Shovel tests will be at least 30-centimeters in diameter and excavated to sterile subsoil or at least 80-centimeters below ground surface, whichever is encountered first. Each shovel test will be excavated in no greater than 20-centimeter levels.

The location of each shovel test will be recorded with a hand-held GPS and plotted on project maps. Soil from the shovel tests will be screened through 0.25-inch wire mesh screen. All shovel tests will be backfilled for safety upon completion. If artifacts are found, additional shovel tests will be excavated at 10-meter or closer intervals in cardinal directions to delineate site boundaries. Sites will be recorded using a hand-held GPS and plotted on USGS 7.5-minute topographic maps and aerial photography.

If deep testing is required around the drainage, a separate scope will be prepared for this testing.

All resources will be mapped using a GPS and ArcGIS. Shapefiles of all project related activities and resources, will be submitted to the Town at the completion of the project. Maps will be prepared in ArcGIS and can be provided to the Town as a .JPG (or similar) or .PDF file.

Temporally diagnostic artifacts recovered during the survey will be bagged by site and relative provenience within each site. Non-diagnostic artifacts will be field analyzed and returned to their original provenience. Each site will be photographed with high resolution digital color images (three megapixels or higher) and documented using Texas archaeological site forms that will be submitted to the Texas Archaeological Research Laboratory (TARL) upon conclusion of the fieldwork. The Project Archaeologist will maintain detailed notes on survey methods, sites identified during the survey, and relevant environmental factors associated with each site. This information will be thoroughly documented in the technical report.

The Project Archaeologist will be available by cellular telephone during the investigations and can answer any questions that may arise. Likewise, updates can be provided at any time during the survey via e-mail or telephone.

Immediately after field investigations are concluded, Consultant will begin the final phases of the investigations: analysis, report preparation, and curation.

c) Analysis, Report Preparation, and Curation

Immediately upon completion of the fieldwork, Consultant will prepare a management summary of the background and field investigations. The artifacts, notes, photographs, maps, and other project-related materials will be processed. Artifacts will be washed, accessioned, analyzed, and temporarily housed at subconsultant's facility.

Consultant will prepare a draft report describing the methods used, results, and National Register of Historic Places (NRHP) recommendations for each identified site. We will also include recommendations for additional work that may be necessary under pertinent federal and/or state laws. Once the draft report has

been reviewed, Consultant will address these comments in a final technical report. Copies of the final report will be submitted to the Town.

After acceptance of the report, Consultant will transfer the artifacts and relevant notes to a curation facility that meets the federal curation standards outlined in 36 CFR Part 79 and accredited by the State of Texas.

#### **Task 5 – Coordination with Texas Historical Commission**

- a) Consultant will prepare draft and final letters on behalf of the Town of Addison for coordination with the Texas Historical Commission in accordance with the Antiquities Code of Texas. Title 9, Chapter 191, Section 191.0525(2) of the ACT requires advance project review only if the project affects a cumulative area larger than five acres or disturbs a cumulative area of more than 5,000 cubic yards, or if the project is inside a designated historic district or recorded archeological site. The draft letter will be provided to the Town of Addison for one round of review and comment. Upon receipt of review comments, Consultant will prepare the final letter and transmit the letter to THC. One (1) copy each of the draft and final coordination letters shall be provided to the Town of Addison.

#### **Task 6 – Geotechnical Investigation**

- a) A geotechnical investigation was performed in 2014 and terminated before completion. Data from that report will be utilized for this project and supplemented with additional data for the detention pond plans. Pavement and subgrade section recommendations will also be provided by the geotechnical engineer.
- b) The following will be performed
  - a. Field Exploration
    - i. Coordinate field activities with Client.
    - ii. Locate the proposed borings using an available site plan and measurements from existing landmark; these locations may be recorded in the field using a hand-held GPS device with a horizontal accuracy of approximately 15 feet.
    - iii. Contact Texas One Call and appropriate local agencies to locate buried utilities within existing easements and right-of-ways.
    - iv. Mobilize a truck-mounted drilling rig to drill 2 borings to a maximum depth of 20 feet below existing grade or un-weathered bedrock whichever is less.
    - v. Sample the subsurface soil continuously to a depth of 10 feet or push refusal, whichever is less and at approximate 5-foot intervals, thereafter. Samples will be collected using either a seamless tube sampler or a split spoon sampler in conjunction with the standard penetration test (SPT).
    - vi. Observe for groundwater seepage during drilling and at completion.



- vii. Backfill boreholes with soil cuttings upon completion. Excess cutting will be spread on the ground near the boring locations
- b. Laboratory Testing
  - i. Select laboratory testing will be conducted on representative samples obtained during the field exploration. The tests will be used to evaluate and classify the soils, identify subsurface site characteristics, and provide data for analysis. These tests may include:
    - 1. Atterberg limits (liquid and plastic limits)
    - 2. Percent passing No. 200 sieve
    - 3. Unconfined Compression
  - ii. Soil samples will be retained for 30 days after submission of the final report. Further storage or transfer of samples can be made at Client's expense upon written request.
- c. Engineering Analysis and Report
  - i. The draft engineering report will be reviewed for consistency with any revisions to the project requirements (if any) and current guidelines for pavement and foundation design requirements. Use the data obtained from the detention pond borings and perform a slope stability analysis for the short term, long term, and rapid drawdown conditions to determine appropriate side slopes. Information to be provided in the report includes the following items.
    - 1. Plan of borings to scale illustrating the approximate location of each boring;
    - 2. A log of each boring indicating the boring number, depth of each stratum, soil classification and description, and groundwater information
    - 3. Description of the field exploration and laboratory testing;
    - 4. Summary of laboratory test results;
    - 5. Discussion of subsurface soil and groundwater conditions;
    - 6. General discussion of the site geology;
    - 7. Discussion of potential soil movements, including calculated potential vertical rise (PVR);
    - 8. Recommendations for pavement subgrade stabilization
  - d. A report will be submitted in electronic format for review and comment. A signed and sealed report will be submitted in electronic format after comments have been addressed.

**Task 7 – Easement Instruments of Conveyance**

- a) Prepare up to eight (8) easement instruments (narrative and graphic exhibits of easements required for easements and/or temporary construction easement)

- b) Individual parcel exhibits shall be on 8 ½" x 11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
  - I. Parcel number
  - II. Area required
  - III. Area remaining
  - IV. Legal description
  - V. Current owner
  - VI. Any existing platted easement or easements filed by separate instrument including easements provided by utility companies
  - VII. Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately
  
- c) Additional easement documents (if needed) can be provided for \$1,500/easement.

**Task 8 – Conceptual Design**

- a) Conceptual plans had previously been performed through another consultant. Kimley-Horn is in receipt of those plans dated 2014. Services under this phase will validate the alignment and concepts presented in these plans as well as to incorporate the addition of the detention pond and how impacts the project.
  
- b) The Conceptual Design Schematic will be prepared in plan and profile view to establish the roadway location, typical sections, preliminary bridge sizing, preliminary cross sections, preliminary location for a 14 acre-feet (3 acre footprint) detention pond (size and volume provided by the City of Farmers Branch through the Town for the Consultant to implement), and preliminary temporary construction easement limits. The schematic will utilize existing aerial photography and topographic survey gathered by Consultant as a base and will include the studies necessary to further determine the project impacts and goals. The alignment of the schematic roadways will be based on the location depicted in the architect's concept provided by the Town. However, it is our understanding that the triangular tract of property adjacent to Alpha Road where the proposed roadway will connect is to be avoided. The current architect's concept shows a conflict with that property. Therefore, the roadway alignment will need to be modified and a reverse curve will likely be necessary. In addition, a new median opening will be required in Alpha Road as well as closing the existing opening.
  
- c) Bridge Sizing
  - I. A bridge/culvert structure will be required to cross the unnamed tributary of Farmers Branch Creek and associated floodplain. The architect's rendering of the crossing provided shows a multiple arch-type structure. With the Town's desire to avoid disturbing jurisdictional waters, this will likely not be

a feasible concept. Therefore, it is anticipated that the crossing will consist of a more traditional simple span conventional bridge structure. It is anticipated that multiple spans will be necessary to span both jurisdictional waters of the U.S. and the 100-year flood elevation. The bridge structure will be sized to span jurisdictional waters with a single clear span. The remaining spans will extend to beyond the 100-year flood elevations with as many practical length spans that are necessary. The low chord of the bridge structure will be designed to have a minimum clearance of one foot above the 100-year flood elevation.

- II. The typical section of the bridge will provide for one lane of traffic in each direction with shoulders on both sides and a sidewalk on one side. It is assumed that standard traffic railing (in accordance with NCHRP) will be provided. Specialty traffic rail design is beyond this scope. Pedestrian railing will be provided and be designed to be in combination with the traffic railing or as a separate feature. Although only a sidewalk will be included and not a multi-use trail, bicycle-height railing will be provided at the Town's request.

d) Horizontal and Vertical Alignment

- I. The roadway geometry for the project will be developed based on the City of Farmers Branch design standards and criteria.

e) Typical Sections

- I. Proposed typical sections will be developed for each roadway segment. The typical sections will illustrate lane assignments, dimensions, slopes, and pavement section.

f) Cross-Sections

- I. Cross sections for project roadways will be developed for the 30% schematic based on the horizontal and vertical geometry, as well as the typical section to establish the necessary width of the temporary construction easement.

g) Illumination

- I. During this phase, the electrical source for roadway illumination and conceptual routing will be determined. It is assumed that Farmers Branch will provide electricity for illumination.

h) Detention Pond Layout

- I. The Consultant will prepare mass grading and drainage infrastructure construction plans for one detention pond and associated pond outfall structures based on the following general design parameters provided by the Town from the Interlocal Agreement between the Town, City of Farmers Branch, and Dallas County Community College.
  - i. Approximately 6' deep (el. 561 ft±)
  - ii. Storage capacity of approximately 14 ac-ft
  - iii. Pond intake structure: Lateral Weir (200ft ±)

- iv. Pond outlet 12" pipe
  - II. The Consultant will not perform a hydraulic or hydrologic analysis, timing analysis, sizing analysis, or design calculations as part of this scope of services as directed by the Town; calculations and modeling were performed by others. Therefore, Consultant does not ensure that the detention pond will not increase peak discharges, water surface elevations, or velocities on Farmers Branch Creek or Farmers Branch Creek Tributary 1. Full topographic survey for the anticipated area of detention will be provided under a separate task.
  - III. The Consultant will complete one (1) site visit to make general observations and document the visit with photos and field notes.
  - IV. The conceptual design will include the layout of proposed detention pond.
- i) Hydraulic Analysis for Farmers Branch Creek Tributary 1
- I. Provide a drainage study for the proposed crossing on Farmers Branch Creek Tributary 1. This Scope of Services includes a hydraulic analysis of Farmers Branch Creek Tributary 1 to develop parameters for design of a bridge crossing at the Brookhaven College connector. A hydrologic analysis will not be included as part of this scope of services.
  - II. Request effective hydrologic and hydraulic models from the Town and/or FEMA. The project reach of Farmers Branch Creek Tributary 1 is Zone AE with no regulatory floodway. The project reach of Farmers Branch Creek Tributary 1 is included in Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Panel 48113C0190K dated June 7, 2014.
  - III. Request relevant data pertaining to Farmers Branch Creek Tributary 1 and the Farmers Branch Creek watershed from the Town. This information may include creek information/previous studies, record drawings, GIS files, and aerials.
  - IV. Request the hydrologic and hydraulic models and calculations associated with the Stormwater Detention Feasibility Study presentation by Freese and Nichols, dated December 10, 2019.
  - V. This scope of services assumes that a base HEC-RAS hydraulic model is available. If one is not available, Consultant can develop an existing condition model as additional services.
  - VI. Request contour Data from the Town. LiDAR data from TNRIS will be obtained if Town does not have contour data available.
  - VII. Develop a Revised Existing model by updating the base model with topographic survey listed under a separate task.
  - VIII. Delineate the Revised Existing Condition floodplain for the Fully Developed 100-year storm event.
  - IX. Develop the Proposed Condition model by revising the Revised Existing Condition model with the selected proposed roadway and bridge alignment alternative. This task includes HEC-RAS modeling for up to one (1) roadway alignment alternative and analyzing the hydraulic impacts of this alternative in relation to Town and City of Farmers Branch criteria for water surface elevations, velocities, valley storage, and freeboard requirements for the Fully Developed 100-year design storm. Modeling will include the

proposed bridge span length, piers, and abutments. Detailed hydraulic modeling to mitigate any adverse impacts will not be performed under this task.

- X. Prepare a channel layout exhibit for the alternative. The exhibit will include plan view, profile view, topographic features, and approximate limits of grading. This sheet is intended to show the limits of the alternative to develop an Opinion of Preliminary Construction Cost and evaluate the constructability. Detailed design will not be performed under this task.
  - XI. If applicable based on the selected erosion control alternative, this task includes sizing rock riprap based on the fully developed 100-year velocities in accordance with the USACE 1110-2-1601 or FHWA HEC-11 methods.
  - XII. Delineate the Proposed Condition floodplain for the Fully Developed 100-year storm event.
  - XIII. This task includes up to one meeting with Town staff to discuss the floodplain and hydraulic analysis.
- j) Conceptual Opinion of Probable Construction Cost (OPCC)
- I. An opinion of probable construction cost (OPCC) will be prepared commensurate with the level of design during this phase.

#### **Task 9 – Preliminary Design (60%)**

Preliminary design will be based on approval of the Conceptual Design Phase schematic. Design for relocation or replacement of water or wastewater utility lines is not a part of this scope of services. Additional elements of the preliminary design phase are as follows:

- a) Project Control and Layout
  - I. A plan sheet will be developed that provides the location of the project control and City of Farmers Branch benchmarks, as well as an overall layout of the project limits.
- b) Traffic Control Plans and Sequence of Construction
  - I. Preliminary traffic control plans will be developed for the Alpha Road, Brookhaven College loop road, and Vitruvian Park connections. A sequence of construction narrative will also be developed as necessary describing the anticipated order of construction activities.
- c) Removal Layouts
  - I. Preliminary removal layouts will be developed depicting the removal of pavement at the connections to existing pavement, including the addition of a left-turn lane in Alpha Road. Other existing features to be removed including trees 6 inches in diameter or larger and tree clusters 4 inches in diameter and larger will be depicted as well. It is assumed that trees smaller than this size do not need to be catalogued for mitigation and removal will be described with other removal items in the general notes and/or

specifications. Development of a tree mitigation plan is not a part of this scope of services.

- d) Paving Plan and Profile
  - I. The horizontal and vertical geometry developed for the Conceptual Schematic will be advanced to incorporate further detail and will be included on plan sheets.
- e) Traffic Circle Layout and Grading Plan
  - I. A preliminary plan and profile layout will be prepared for the traffic circle including a grading plan.
- f) Roadway Drainage Design
  - I. The base scope of services assumes that parallel surface drainage will be the primary system for storm drainage. Based on the typical section approved by the Town and the City of Farmers Branch to provide parallel surface drainage, drainage area maps and runoff computations will be developed and will be sized hydraulically to accommodate the 100-year flood event.
  - II. Limited inlet and pipe runs may be necessary to drain median or parallel ditches at some locations if the proposed ditch cannot drain directly to an outfall location. Drainage plan and profile sheets will be developed as required.
- g) Bridge Layout and Design
  - I. It is anticipated that the crossing of the unnamed tributary of Farmers Branch Creek and associated floodplain will require a multi-span bridge structure. It is assumed that this structure will be a conventional simple span bridge utilizing prestressed concrete beams. The structural design of the bridge will be prepared in accordance with the latest edition of the Texas Department of Transportation (TxDOT) Bridge Design Manual and the Geotechnical Manual where applicable.
  - II. A bridge Layout plan and elevation will be prepared based on the Town's selected bridge section. A plan and profile of the bridge structure will be provided. Preliminary details will be provided and standard specifications, special specifications, and/or special provisions will be identified.
  - III. This base scope assumes that standard TxDOT drawings will be utilized as is. Structural design will assume that the bridge is based on current TxDOT standard units using conventional construction techniques. Alternate designs for methods such as developing special traffic/pedestrian rail, precast bent caps, or post-tensioning techniques are beyond this scope but can be provided as an additional service.

- h) Signing and Pavement Marking Layout
  - I. Signing and pavement marking layouts will be prepared for all project roadways including any additional signing or pavement markings required for connections to existing roadways.
- i) Erosion Control Plan
  - I. Erosion control plans will be developed depicting erosion control measures for the project. Developing a Stormwater Pollution Prevention Plan (SW3P) is not included in this scope. It is assumed that this will be provided by the Contractor.
- j) Electrical Design for Illumination
  - I. The preliminary electrical plans for illumination will be designed. It is assumed that the electrical source will come off a Farmers Branch existing source along Alpha Road.
- k) Detention Pond Plans
  - I. Following the Town's approval of the conceptual design, the Consultant will produce preliminary construction plans for the detention pond. Sheets for construction of the detention pond will include, but are not limited to:
    - i. Grading Plan
    - ii. Cross Sections
    - iii. Inlet Weir Detail
    - iv. Outlet Control Structure Detail
    - v. Erosion Control Plan (developed at Pre-Final design phase)
  - II. This task includes a digital pdf submittal of Preliminary Construction Plans.
  - III. This scope of services assumes there will not be a retention component as part of the pond. Therefore, coordination with TCEQ's Surface Water Availability Division is excluded.
  - IV. Consultant will submit the grading plan with cross sections to TCEQ's Dam Safety Division for review so TCEQ may make a determination if the pond design falls under their jurisdiction as the state's dam safety coordinator. Any effort beyond this initial coordination to meet TCEQ requirements will be additional services.
  - V. Development of Operation and Maintenance documents, landscaping details, and fencing/security details are excluded from this scope of services.
  - VI. Design of a detention pond liner such as a clay liner is excluded from this scope. If the geotechnical report indicates the need for a liner, it can be provided as additional services.
- l) Hydraulic Analysis for Farmers Branch Creek Tributary 1
  - I. Develop a detailed Proposed model based on the alternative from Conceptual Design. Modeling will include grading or erosion control as needed to address impacts.
  - II. Perform a scour analysis in HEC-RAS based on variables provided by the Geotechnical Engineering under a separate task.

- III. Prepare a Preliminary Floodplain Study submittal to the Town to report the proposed condition floodplain design. Consultant will submit a digital pdf of the Preliminary Floodplain Study. The Preliminary Floodplain Study is anticipated to include hydraulic analyses for the fully developed 100-year storm events and will include the following information:
  - (i) Report Text
  - (ii) Effective hydraulic model data
  - (iii) Revised Existing Condition hydraulic model data
  - (iv) Proposed Condition hydraulic model data
  - (v) Fully Developed 100-year Hydraulic Workmap
  - (vi) Digital Files
- m) General Notes, Specification, and Opinion of Probable Construction Cost (OPCC)
  - I. A first draft of the project General Notes and Specifications will be prepared and included for City of Farmers Branch review as a part of the 60% submittal. The 30% OPCC will be updated and included with the 60% submittal.

**Task 10 – Pre-Final Design (95%)**

The Preliminary Design (60%) will be carried forward into Final Design in preparation of submitting Final construction documents. The following final items will be developed in addition to advancing the items described in the Preliminary Design Phase.

- a) Standard Details
  - I. The Preliminary Design (60%) will be carried forward into Final Design in preparation of submitting 100% construction documents. The following final items will be developed in addition to advancing the items described in the Preliminary Design Phase.
- b) Detention Pond Plans
  - I. Consultant will address up to one (1) round of reasonable Town and City of Farmers Branch comments from the Preliminary submittal. Reasonable is defined as comments that are minor and corrective in nature, and do not alter the scope and amount of effort assumed and identified in this agreement. Response to additional rounds of comments will be considered Additional Services.
  - II. Plans will be advanced to a Pre-Final level.
  - III. Erosion control plan will be developed for the inlet weir and outlet structure. The water easement area will be evaluated for potential erosion control.
- c) Hydraulic Analysis for Farmers Branch Creek Tributary 1
  - I. Consultant will address up to one (1) round of reasonable Town and City of Farmers Branch comments from the Preliminary Floodplain Study



- submittal. Response to additional rounds of comments will be considered Additional Services.
- II. This task includes final revisions to the hydraulic model and any associated grading and erosion control.
  - III. If rock riprap is included in the design, this task includes sizing rock riprap based on the fully developed 100-year velocities in accordance with the USACE 1110-2-1601 or FHWA HEC-11 methods.
  - IV. Consultant will submit the final Floodplain Study to the Town which includes up to three (3) hard copies.
- d) General Notes, Specifications, and Opinion of Probable Construction Cost (OPCC)
- I. The project General Notes and Specifications will be updated and included for review as a part of the Final submittal. Preliminary contract documents will also be included for review.
    - i. Special Specifications - Items not covered in NCTCOG standard specifications as amended by the City of Farmers Branch or in TxDOT specifications will require written Special Specifications.
    - ii. Contract Documents – The plans will be completed, all sheets indexed, required general notes furnished, and work items listed. The project manual will include bidding requirements, bid proposal, bid schedule, special conditions, technical specifications, and all documents provided by the City of Farmers Branch such as bonds, general conditions, and instructions to bidders.
    - iii. OPCC - The 60% OPCC will be updated and included with the 95% submittal. A take-off and tabulation of all pay quantities will be made. Pay items will be in accordance with the NCTCOG standard specifications as amended by the City of Farmers Branch and supplemented where necessary with special items. Bridge item quantities will be in accordance with TxDOT standard pay items.

#### **Task 11 – Final Design**

- a) Consultant will revise plans/documents based on any final comments from the Town or the City of Farmers Branch and develop a final submittal appropriate for bidding.
- b) Detention Pond Plans
  - I. Plans will be advanced to a Final level.

#### **Task 12 – Project Management**

- a) Coordination and Communication
  - I. Consultant will coordinate and communicate as required with the stakeholders on the project including the Town of Addison, The City of

Farmers Branch, Brookhaven College, and the Dallas County Community College District (DCCCD).

- b) Meetings
  - I. Progress and Project Milestone Meetings
    - i. Consultant will attend up to one progress meeting per milestone phase with the Town during design. In addition, Consultant will attend up to one (1) milestone submittal review meeting for each of the 30%, 60%, and 95% milestone submittals.
- c) Milestone Deliverables
  - I. For the milestone submittals, one (1) set of full-size drawings (22"x34", potentially larger for Conceptual Schematic) on bond paper and a USB with electronic .pdf files will be delivered to the Town of Addison for distribution to the project stakeholders. Submittal of Mylar plan sheets is not a part of this scope of services.
- d) Agency Review
  - I. Submit plans for review by TDLR at final submittal. A final flood study will be submitted to the City of Farmers Branch for approval upon final bridge sizing.

#### **Task 13 – Bid Phase Services**

- a) The scope of services listed below and budgeted fees include one (1) bidding phase for a single project (not multiple bid packages)
  - I. Final bid documents submittal
    - i. Print up to three (3) 11"x17" sets and three (3) Project Manuals for Town's use during bidding
    - ii. Post contract documents (and pay hosting fee) for an online bidding service, if needed.
    - iii. Hardcopies will not be provided to bidders.
    - iv. Furnishing additional hardcopies of review documents and/or bid documents in excess of the number of the same identified above will be considered Additional Services
  - II. Prepare for and attend a pre-bid meeting with prospective bidders
  - III. Issue addenda as appropriate to interpret, clarify, or expand the bidding documents
  - IV. Attend the Bid Opening
  - V. Tabulate bids and provide to the Town
  - VI. Assist Town with checking bidder references and provide summary to the Town
  - VII. Provide a schedule of submittals (shop drawings, etc.) required of the contractor
  - VIII. Subsequent to selection of contractor, provide hard copies of the conformed construction plans and specifications, as follows:

- i. Two (2) plan sets (22"x34") and two (2) project manuals to the Town
- ii. One (1) plan set (22"x34") and one (1) project manual to the City of Farmers Branch
- iii. One (1) plan set (22"x34") and one (1) project manual to the contractor

#### **Task 14 – Construction Staking**

Consultant will provide staking during construction at the request of the Town. Due to unknown variables such as the awarded contractor, site conditions at time of staking, and other items beyond the Consultant's control, up to ten (10) days of construction staking have been assumed for this project. Additional construction staking can be performed at approximately \$2,300/day (half-day minimum).

- a) Silt Fence/Clearing and Grading Limits Staking
  - I. Stakes will be placed for line of sight, not to exceed intervals of 100 feet, along the proposed silt fence/grading limits and/or clearing limits line in the erosion control file provided by the Consultant, and as shown on the Erosion Control Plan.
  - II. Stakes and paint marks will be provided for pavement removal and saw cut locations
  
- b) Rough Street Grading Stakes
  - I. One set of grade stakes shall be set on both sides of the rights-of-way on 100-foot stations to indicate alignment and grade for tangent sections and 50-foot stations for all curves (horizontal and vertical), and shall include all PC's, PT's, PVI's (Grade Breaks), and PVC's with high-points and low-points. This task includes the staking grading for tops, toes, temporary paving and asphalt transitions as shown on the approved plans.
  - II. Upon Contractor's statement of completion, verify one time of the Contractor's compliance to grades within tolerance set forth in the Contractor's contract for rough grading operations. Verifications shall be on 100-foot centers on tangents and 50-foot centers along curves and shall be taken along the centerline and back-of-curb. Any re-verification shall be at the Developer's expense. A table indicating the design and actual elevation of each verified point will be provided to Consultant.
  
- c) Grading Stakes for Offsite/Detention Ponds/Grade to Drains
  - I. One set of stakes for line and grade shall be staked along the tops, toes, grade breaks, maintenance ramps, safety ledge, etc. on 100-foot intervals along tangents and a minimum of 50-foot intervals along curves as shown for the Detention Ponds on the grading plan. The tops will also be staked with 10-foot offsets to indicate line and grade. The detention area bottom will be staked on 100-foot intervals. Grade to Drains shall be staked for line and grade at an offset to the centerline along with stakes for line and grade

at an offset to all tops along the Grade to Drains as shown in the grading plans. Offsite grading will be staked on 100-foot intervals.

- II. As-Built Grading Offsite/Detention Ponds/Grade to Drains: As-built survey shots for Detention Ponds shall be taken at all stakeout points along the tops, toes, grade breaks, maintenance ramps, safety ledge, as well as shots on a 50-foot grid in the detention area bottom. As-built survey shots for Grade to Drains shall be taken on 100-foot intervals along the tops, toes, and flow lines. As-built survey shots for Offsite Grading on 100-foot intervals within the limits of grading to include all tops, toes, flow lines, grade breaks, etc. A point file will be provided to Consultant.

d) Storm Sewer Stakes

- I. Provide one set of alignment and grade stakes on 100-foot centers on tangents and a minimum 50-foot centers on curves for all lines with a minimum of 3 points along the curve, but in some instances, will require additional staking. Staking shall include all PC's, PT's, PI's, PVI's, all pipe size changes, and all laterals. In addition, all structures, culverts, and junction boxes, except curb inlets, shall be staked for centerline location and grade with double offsets. Curb inlets shall be staked with two stakes on each side of the inlet at 15-foot offsets from the back of the curb for alignment and grade and shall be staked at the same time the trunk storm sewer line is staked. All PI's will be staked with double offsets and laterals will be staked with an offset from the main line and another offset along the lateral. This task includes all onsite and offsite storm sewer as shown on the plans. Box culverts with headwalls will require an additional trip for the headwall staking once the box has been constructed. All riprap staking will require an additional trip once headwalls have been constructed.

e) Street Paving Stakes

- I. Provide one set of alignment and grade stakes on 50-foot stations. All vertical and horizontal curves shall be clearly staked at a minimum of 50-foot intervals with a minimum of 3 points along the curve, but in some instances, will require additional staking. Staking shall include all PC's, PT's, PVI's (Grade Breaks), PVC's with high-points and low-points, Curb Returns with Radius Points, and all islands and medians with curb returns and radius points staked. All staking provided will be at an offset to the back of curb with a top of curb grade or edge of paving with a top of paving grade at a distance specified by the paving contractor. This task includes the staking of any temporary paving and asphalt transitions as shown on the approved plans which will require an additional trip after installation of final paving.

f) Bridge Control

- I. Provide four control on both sides of the bridge. A level loop will be run through all control points.

- g) Streetlight/Ground Box Staking
  - I. Stake one time the center of the streetlights and ground boxes

**Task 15 – Construction Administration**

- a) The budgeted fee for this task is based upon approximately 200 hours of labor. We will not proceed with performance of services beyond the hours budgeted without written authorization by the Town.
- b) Pre-Construction Conference – Meet with the Town, the contractor, and other interested parties to discuss the construction of the Project, including Project requirements, communication procedures, Project scheduling, personnel, laboratory testing requirements, field inspection, construction staking, pay requests, and other matters that may impact the Project.
- c) Construction Observation – Consultant will be on site periodically to observe the progress of the Work. Observation will be in addition to Town inspection of the project. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- d) The Consultant will attend progress meetings monthly with the Town and the Contractor to review the status of the construction schedule, current submittal log, current RFI log, any ongoing project issues, and any known project impacts.

- e) Contractor Schedule Review – The Consultant will perform a review of contractor's construction schedule. An initial schedule will be reviewed for schedule health and for consistency with project phasing and contract time limits. Comments will be provided to the Contractor and the Town. Monthly progress schedule updates will be reviewed, and comments of observations provided for discussion with the contractor.
- f) Shop Drawings and Requests for Information – Review and comment on all shop drawings, change orders, and request for information (RFIs) for the Project. When requested, review laboratory testing reports, field change requests and change orders and provide comments to Town. Provide written responses to requests for information or clarification to Town or contractor. Provide and maintain an accurate Change Order Log, Submittal Log and Requests for Information Log throughout the duration of the Project and make such logs available to the Town upon request.

If required, the Consultant will coordinate change order review to arrange for the appropriate parties to receive the submitted information from the Contractor, reviewers to respond in the required time, any questions are addressed, and all submitted items are properly documented.

- g) Substantial Completion – The Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, coordinate a substantial completion walkthrough. This activity will include the documentation of substantial completion observations and deficiencies. This scope includes one substantial completion walk through and punch list.
- h) Final Completion – The Consultant will coordinate a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. This scope includes one final completion walk through.
- i) Record Drawings – Prepare record drawings utilizing Town and contractor as-built information, including one (1) set of half size paper record drawings for review, followed by one (1) set of full size paper final record drawings, along with a USB containing a PDF of the plan set, TIFF images of each individual plan sheet, and a project base map in DWG format as required by Town GIS.
- j) Consultant shall notify TDLR or the Contract Provider for a final inspection of pedestrian facilities including curbs and ramps. The Contractor will address any questions or issues arising from the inspection. Town will pay TDLR fees directly.

The Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or

furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

**Task 16 – Subsurface Utility Engineering (SUE)**

- a) Level B SUE
  - I. Consultant will provide Level B SUE on an as-needed basis, at the direction of the Town.
  - II. Based on available utility data up to four (4) days of Level B field work have been provided with this task.
- b) Level A SUE
  - I. Consultant will provide Level A SUE locates on a per location basis. For budgeting purposes, the following quantities have been assumed:
    - Three (3) 8'-12' potholes outside of pavement

**Task 17 – TDLR Review**

- a) This task shall be used on an as-needed basis, at the direction of the Town.
- b) Items covered under this task may include the following:
  - I. Effort related to registration of the project with TDLR and associated fees.
  - II. Procurement of a third-party RAS
  - III. Registration, review, and other project fees related TDLR Review beyond the budgeted scope can be provided as an Additional Service.

**Schedule:**

Consultant shall perform its services in accordance with the schedule provided in Exhibit “G”, subject to modifications based on circumstances beyond the Consultant’s control.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Consultant, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Consultant will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Consultant will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

**Services Not Included:**

Any other services, including but not limited to the following, are not included in this Agreement:

- a) Coordination with TCEQ and other resource or regulatory agencies during agency review of the permit applications and mitigation.
- b) Submittal of Nationwide Permit Preconstruction Notification.
- c) Submittal for Section 404 Individual Permit for the proposed project improvements.
- d) Hydrologic analysis of Farmers Branch Creek Tributary 1

- e) Floodplain reclamation plans or Floodplain analysis beyond establishing parameters for bridge design
- f) Preparation and submittal of a CLOMR and LOMR
- g) Compensatory mitigation required for permitting
- h) Development of Operation and Maintenance documents for the detention pond
- i) Detention pond landscaping details and fencing/security details.
- j) Design of a detention pond liner such as a clay liner.
- k) Biological review.
- l) Compensatory mitigation required for permitting or other services related to regulatory permitting outside of those defined in the Scope of Services.
- m) Preparation of a CLOMR/LOMR.
- n) Post submittal agency coordination, preparation and submittal of a final mitigation plan (if required), mitigation construction and monitoring;
- o) Additional cultural resources review;
- p) Detailed threatened and endangered species surveys;
- q) Tree surveys;
- r) Traffic studies, traffic data collection, traffic simulation, traffic signal warrants;
- s) Redesign to reflect Project scope changes requested by Client, changed conditions, change in direction previously approved, or mandated by changing governmental/regulatory laws or criteria;
- t) Additional meetings other than the amount specified above;
- u) Additional site visits other than the amount specified above;
- v) Permitting or regulatory coordination beyond that identified herein;
- w) Public Meetings;
- x) Identifying or correcting any deficiencies found in any data provided by others. Consultant will be entitled to rely upon any information provided by the Client.
- y) Subsurface Utility Engineering;
- z) Expert witness or fact witness services related to any litigation or legal dispute.
- aa) Additional construction contract administration tasks beyond those specifically included in this scope.
- bb) Additional site observation beyond what is specifically included in the Scope of Services above.
- cc) Providing professional services associated with the discovery and mitigation of any hazardous materials within the project limits.
- dd) Appearing before any regulatory agencies or courts as an expert witness.

#### **Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

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

Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Town or the Town's consultants or representatives. The Town shall provide all available information requested by Consultant during the project, including but



not limited to the following:

- a) Any available record information including reports, .PDF and CADD drawings and surveys including survey, existing and proposed reference files (utility, roadway, bridge, storm), 3D object files (alignment, profile and corridor);
- b) Latest exhibits and studies;
- c) Design calculations;
- d) Design assumptions.

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

**Agreement by and between the Town of Addison (Town)  
and Kimley-Horn and Associates, Inc.  
to perform Professional Engineering Services for  
Alpha Road Connector from Farmers Branch Creek to Alpha Road**

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

**I. Basic Services**

Task 1 – Topographic and Boundary Survey.....	\$ 29,200
Task 2 – Jurisdictional Assessment.....	\$ 4,800
Task 3 – NWP Memo to File.....	\$ 3,000
Task 4 – Cultural Resources Assessment.....	\$ 7,100
Task 5 – Coordination with Texas Historical Commission.....	\$ 1,800
Task 6 – Geotechnical Investigation.....	\$ 13,900
Task 8 – Conceptual Design.....	\$ 66,300
Task 9 – Preliminary Design.....	\$ 121,000
Task 10 – Pre-Final Design.....	\$ 85,900
Task 11 – Final Design.....	\$ 25,300
Task 12 – Project Management.....	\$ 15,300
Task 13 – Bid Phase Services.....	\$ 7,200
<b>Total Basic Services</b>	<b>\$380,800</b>

**II. Special Services**

Task 7 – Easement Instruments of Conveyance.....	\$ 12,000
Task 14 – Construction Staking.....	\$ 23,000
Task 15 – Construction Contract Administration.....	\$ 53,000
Task 16 – Subsurface Utility Engineering (SUE).....	\$ 21,200
Task 17 – TDLR Plan Review.....	\$ 9,600
<b>Total Special Services</b>	<b>\$118,800</b>

Reference Exhibit "G" for anticipated project schedule

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

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

II. **GUIDELINES FOR DIRECT EXPENSES**.

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

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

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

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

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

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

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

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

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

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

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

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

**REQUIREMENTS**

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

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

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

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

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be faxed to the Purchasing Department:

972-450-7074 or emailed to: [purchasing@addisontx.gov](mailto:purchasing@addisontx.gov). Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately, or no later than thirty (30) days, 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 "E"**  
**AFFIDAVIT**

THE STATE OF TEXAS                    §  
   §  
THE COUNTY OF DALLAS               §

I, \_\_\_\_\_, a member of \_\_\_\_\_, 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 "F"**  
**CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ**

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

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

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, Council Member             |
|               | Lori Ward, Council Member             |
|               | Ivan Hughes, Council Member           |
|               | Guillermo Quintanilla, Council Member |
|               | Marlin Willesen, Council Member       |
|               | Paul Walden, Council Member           |
| <br>          |                                       |
| City Manager: | Wesley S. Pierson                     |

**EXHIBIT "G"**  
**PROJECT DESIGN SCHEDULE**

*This space intentionally left blank*

