



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

**December 8, 2020**

**ADDISON TREEHOUSE**

**14681 MIDWAY RD., ADDISON, TX 75001  
5:30 PM EXECUTIVE SESSION, WORK SESSION  
& REGULAR MEETING**

Notice is hereby given that the Addison City Council will conduct its REGULARLY SCHEDULED MEETING on Tuesday, December 8, 2020 at the Addison TreeHouse with a quorum of the City Council physically present. Limited seating for members of the public will be available using CDC recommended social distancing measures. The Town will utilize telephone or videoconference public meetings to facilitate public participation to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting. Telephonic or videoconferencing capabilities will be utilized to allow individuals to address the Council. Email comments may also be submitted to: [iparker@addisontx.gov](mailto:iparker@addisontx.gov) by 3:00 pm the day of the meeting. Members of the public are entitled to participate remotely via Toll-Free Dial-in Number: 877.853.5247; Meeting ID: 409.327.0683 Participant ID: #. For more detailed instructions on how to participate in this meeting visit our Agenda Page. The meeting will be live streamed on Addison's website at: [www.addisontexas.net](http://www.addisontexas.net).

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**Call Meeting to Order**

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**Pledge of Allegiance**

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## EXECUTIVE SESSION

Closed (Executive) Session of the Addison City Council pursuant to:

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

- City Manager's Annual Evaluation

Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects:

- Project Trailer

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

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## WORK SESSION

1. Present and Discuss Regulations for Residential Sign Regulations and Flags.
2. Present and Discuss updates to the Town's Public Safety Data Management Policy.

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## REGULAR MEETING

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**Announcements and Acknowledgments Regarding Town and Council Events and Activities**

**Discussion of Meetings / Events**

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## **Public Comment**

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

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## **Consent Agenda**

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

3. Consider Action to Approve the **Minutes for the November 10, 2020 Regular Meeting and the November 16, 2020 Special Meeting.**
4. Consider Action to Approve the **Purchase of Water Meters from Thirkettle Corporation DBA as Aqua-Metric Sales Company, Inc Through HGACBuy and Authorize the City Manager to Execute the Purchase Order** in an Amount Not to Exceed \$100,000.
5. Consider Action to **Approve the Purchase of Two (2) Cardiac Monitors from Stryker Corporation Through BuyBoard and Authorize the City Manager to Execute the Purchase Order** in an Amount Not to Exceed \$88,297.66.
6. Consider Action on a **Resolution Approving a Contract for Services Between the Town of Addison and Solid IT Networks, Inc. for the Installation of Wireless Equipment, Management Software, Related Warranties and Technical Support; and, Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed \$131,256.12.

7. Consider Action on a **Resolution Approving a License Agreement Between the Town of Addison and Dallas Area Rapid Transit (DART) for the Construction, Installation, Maintenance, and Operation of a Waterline Along Midway Road; Approving the Abandonment of an Existing Waterline and Sanitary Sewer Line; and, Authorizing the City Manager to Execute the Agreement.**
  8. Consider Action on a **Resolution Adopting the 2021 Legislative Priorities for the Town of Addison, Texas.**
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## Regular Items

9. Present, Discuss and Consider Action on a **Resolution Approving a Contract Agreement Between the Town of Addison and Tiseo Paving Company, Inc. for Construction Services for the Midway Road Revitalization Project and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$30,996,834.25.
10. Present, Discuss and Consider Action on a **Resolution Approving an Agreement for Professional Engineering Services Between the Town of Addison and Teague Nall and Perkins, Inc. for Design Support During Construction Related to the Midway Road Revitalization Project and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed \$882,401.
11. Present, Discuss and Consider Action on a **Resolution Approving an Agreement for Professional Engineering Services Between the Town of Addison and Kleinfelder, Inc. to Perform Materials Testing Services as Quality Assurance for the Materials Utilized in the Construction of the Midway Road Revitalization Project and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$225,289.00.
12. Present, Discuss and Consider Action on a **Resolution Appointing Three (3) Members to Serve on the Board of Zoning Adjustment for Two-Year Terms Commencing January 1, 2021 and Providing an Effective Date.**

13. Present, Discuss and Consider Action on a Resolution Appointing Three (3) Members to Serve on the Planning & Zoning Commission for Two-Year Terms Commencing January 1, 2021 and Providing an Effect Date.
  
14. Present, Discuss, and Consider Action on a Resolution Appointing Individuals to Serve on the Community Partner Bureau for Three-Year Terms Commencing January 1, 2021 and Providing an Effective Date.

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## Adjourn Meeting

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

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

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POSTED BY: \_\_\_\_\_

Irma G. Parker, City Secretary

DATE POSTED: December 3, 2020

TIME POSTED: 5:00 pm

DATE REMOVED FROM BULLETIN BOARD: \_\_\_\_\_

REMOVED BY: \_\_\_\_\_

**Council Meeting**

1.

**Meeting Date:** 12/08/2020

**Department:** Development Services

**Milestones:** Define and promote Addison Identity

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**AGENDA CAPTION:**

Present and Discuss Regulations for Residential Sign Regulations and Flags.

**BACKGROUND:**

Staff will review current regulations for residential signs and flags and present suggested ordinance amendments.

**RECOMMENDATION:**

Staff seeks Council direction.

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**Attachments**

Presentation - Residential Signs and Flags

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# Regulations for Residential Signs and Flags

December 8, 2020

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font centered within a white circle. This circle is set against a blue background that is part of a larger graphic design on the right side of the slide, which includes a white diagonal line and a grey triangle in the top-left corner.

# Residential Signs and Flags

ADDISON





# Residential Signs and Flags

ADDISON



## Allowed Residential Signs:

- Garage Sale
- For Sale/Lease
- Political Signs (campaign signs)
- Political Message Signs (by state statute)

Non-governmental flags are not addressed in the ordinance.

Current ordinance language does not permit single-family residential homes to display signs such as:

- School participation signs
- Religious signs
- Celebration signs

Current ordinance allows display of US, Texas and Addison flags but does not allow display of corporate, college or other flags.

Does the City Council desire that staff bring forward an interim amendment to the sign ordinance to allow:

- Additional residential signs
- Flags in addition to the governmental flags allowed by the current ordinance

# Proposed Ordinance Language

Amend Section §62-143 of the Sign Ordinance to read as follows:

**Sec. 62-143. - Single-family or duplex residential premises.**

- (a) A single-family, duplex or townhome residential premises may display one detached, nonilluminated sign which may advertise a garage sale on the premises or refer to the sale or lease of the premises. The sign shall not exceed three square feet.
- (b) In addition to the sign permitted above, a single-family, duplex or townhome residential premises may display not more than three (3) signs. Each sign shall not exceed six (6) square feet.
- (c) Political signs are not subject to the three-sign limit set forth in subsection (2) above and shall comply with Texas Election Code §259.003.

Amend Section 62-137 of the Sign Ordinance to delete and relocate subsection (b) as follows:

**Sec. 62-137. - Government signs.**

(a) Nothing in this chapter shall be construed to prevent the display of governmental signs including signs for the control of traffic or other regulatory purposes, street signs, danger signs, railroad crossing signs and signs of public service companies indicating danger and/or aids to service or safety which are erected by or on approval of the town.

~~(b) Nothing in this chapter shall be construed to prevent the display of the United States, Texas or Addison flag whose size does not exceed 40 square feet and which flag is displayed upon a flagpole which does not exceed 30 feet in height above the natural grade, or when attached to a \_\_\_\_\_ building, above the finished elevation of the ground floor as defined by the Building Code. The number of flags on a premises shall not exceed three. All national flags or state flags in excess of the foregoing sizes must apply for a meritorious exception as set forth in subsection 62-32(a).~~

Add Section 62-148 to the Sign Ordinance as follows:

**Sec. 62-148. –Flags**

- (a) Nothing in this chapter shall be construed to prevent the display of the United States, Texas or Addison flag whose size does not exceed 40 square feet and which flag is displayed upon a flagpole which does not exceed 30 feet in height above the natural grade, or when attached to a building, above the finished elevation of the ground floor as defined by the Building Code. The number of flags on a premises shall not exceed three. All national flags or state flags in excess of the foregoing sizes must apply for a meritorious exception as set forth in subsection 62-32(a).
  
- (b) Other flags are limited to one (1) per premises and are subject to the same height and placement requirements in (a) above and may not exceed 15 square feet in size.

# Questions?

A blue circular logo with the word "ADDISON" in white, uppercase letters.



## Council Meeting

2.

**Meeting Date:** 12/08/2020

**Department:** Police

**Pillars:** Gold Standard in Public Safety

**Milestones:** Maximize use of cutting edge technology to enhance public safety

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### **AGENDA CAPTION:**

Present and Discuss updates to the Town's Public Safety Data Management Policy.

### **BACKGROUND:**

On January 9, 2019, the City Council adopted the Town of Addison Public Safety Data Management Policy to provide transparency and accountability for the usage of data collected via license plate recognition and optical cameras. Changes being implemented by the Law Enforcement Support Division of the Texas Department for Public Safety (DPS) will impact the Town's adopted policy.

As part of the Town's efforts to utilize our License Plate Recognition (LPR) system to keep our resident's safe, the Addison Police Department receives "field alerts" whenever a flagged vehicle (one with outstanding warrant information, reported as stolen, etc.) is detected by one of our LPR readers. The alert allows Addison Police officers to respond to the area and address any potential issues/concerns.

The DPS is implementing changes to how license plate data is accessed and shared in the State of Texas. These changes effectively result in the State taking control of all license plate data to:

- protect access to the data in the National Crime Information Center (NCIC) and Texas Crime Information Center (TCIC) databases, and
- to facilitate the sharing of this data amongst law enforcement agencies in Texas.

The changes require the Town to sign a memorandum of understanding with DPS to access the "hotlists" that would trigger the field alerts. The change also takes away the Town's ability to dictate with whom we can share our LPR data, one of the guiding principles Council approved as part of our LPR implementation.

Staff is prepared to discuss these changes being made by DPS and the impact on our current policy.

### **RECOMMENDATION:**

Staff seeks Council direction.

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**Attachments**

Presentation - Public Safety Data Management Policy

Town of Addison Public Safety Data Management Policy

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# Town of Addison Public Safety Data Management Policy Discussion

December 8, 2020

Presented by Paul Spencer, Chief of Police

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**ADDISON**

- On January 9, 2019, the Addison City Council adopted the Town of Addison Public Safety Data Management Policy to provide transparency and accountability for the usage of data collected by license plate recognition and optical cameras.
- The Addison Police Department developed and implemented departmental policy based on the guidance provided by Council.
- System has operated effectively since April 2019

- The Law Enforcement Support Division of the Texas Department of Public Safety identified a Criminal Justice Information Security (CJIS) concern with our License Plate Recognition (LPR) vendor.
  - Essentially, the vendor was distributing the Texas Crime Information Center (TCIC) hotlists to its customers in Texas directly.
  - Direct distribution violates CJIS rules: Texas law enforcement agencies are the sole recipient of these TCIC hotlists.
- Due to these concerns, distribution of the TCIC hotlist to our vendor was terminated.
- The Addison Police Department (APD) lost the ability to receive alerts in the field based on license plate reads for TCIC information (i.e. stolen vehicles, criminal warrants etc.)
- The APD never lost the ability to read plates and collect data for investigative use.

- Texas Department of Public Safety implemented changes to how license plate data are accessed and shared in the State of Texas. *Two important requirements are:*
  - TCIC hotlists are now only available if agencies sign on with the DPS LPR Regional Data Repository.
  - APD must agree to let the State share our data with other law enforcement agencies.
- These changes effectively result in DPS taking control of all license plate data to:
  - Protect access to the data in the National Crime Information Center (NCIC) and Texas Crime Information Center (TCIC) databases, and
  - Facilitate the sharing of this data amongst law enforcement agencies in Texas.

- The change takes away the Town's ability to dictate with which Law Enforcement Agencies we can share our LPR data. This was one of the guiding principles Council approved as part of our LPR implementation.

- Town of Addison Public Safety Data Management Policy Number 4:

*“The Town will not share plate data with non-law enforcement, third-parties. The Town will also not share data with other law enforcement agencies that do not follow proper retention and access policies or that do not have clear policies in place to ensure such practices are followed.”*

## PROPOSED REVISION

*“The Town will not share plate data with non-law enforcement, third-parties. The Town will comply with the Texas DPS License Plate Depository Recognition Program and abide by their rules.”*

- DPS will honor our 45 days retention period.

# Benefits of Participating in the DPS LPR Data Repository

- Subject to State of Texas CJIS audits and therefore more secure.
  - Data repository only available to CJIS certified and approved law enforcement agencies.
  - Texas DPS has a Privacy Impact Assessment (policy) in place that follows many of the same philosophical tenets as the Town regarding the collection, storage, management, and use of LPR data.
- Less Burdensome on Addison Police Department staff
  - We no longer must vet every agency which we wish to share data.
- Increases the effectiveness and efficiency of data sharing among law enforcement agencies.
- Once memorandums of understanding are complete, we will regain the ability to get field alerting based on the TCIC hotlists from the State of Texas.



# Questions?





## **TOWN OF ADDISON PUBLIC SAFETY DATA MANAGEMENT POLICY**

Introduction: These principles will act as policy guidelines for the police department as they develop and implement their standard operating procedures. Transparency and accountability for these systems is incredibly important and at the forefront of all our decision-making processes. Cooperation between law enforcement and the community it serves is the key to any programs success. These policy guidelines serve that purpose. Giving clear direction and boundaries, from the community, regarding how the police department will manage data collected via license plate recognition and optical cameras.

It shall be the policy of the Town of Addison that the data collected by License Plate Recognition and Optical Camera technologies be managed according to the following principles:

1. License Plate Recognition systems will be used by the police department for legitimate law enforcement purposes only investigating circumstances in which law enforcement officers reasonably believe that the plate data are relevant to an ongoing criminal investigation.
2. Unless plate data has been flagged, retention periods should be measured in days and weeks, not months and years. The Town will not store data about innocent people for more than 45 days and will only keep flagged data when it is necessary for legitimate law enforcement investigative purposes.
3. Citizens will be able to find out if plate data of vehicles registered to them are contained in the data base used by the police department.
4. The Town will not share plate data with non-law enforcement, third-parties. The Town will also not share data with other law enforcement agencies that do not follow proper retention and access policies or that do not have clear policies in place to ensure such practices are followed.
5. The police department will report data usage publicly and on an annual basis.
6. The Town will not collect personally identifiable information.

**Council Meeting**

**3.**

**Meeting Date:** 12/08/2020

**Department:** City Secretary

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**AGENDA CAPTION:**

Consider Action to Approve the Minutes for the November 10, 2020 Regular Meeting and the November 16, 2020 Special Meeting.

**BACKGROUND:**

The Minutes for the November 10, 2020 Regular Meeting and the November 16, 2020 Special Meeting have been prepared for consideration.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Minutes - November 10 2020

Minutes - November 16, 2020

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# **DRAFT**

## **OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL**

**November 10, 2020**

**Work Session & Regular Meeting  
6:30 p.m.**

**Addison TreeHouse  
14681 Midway Rd. Suite 200, Addison, TX 75001**

The Addison City Council conducted its Regular Council Meeting on Tuesday, November 10, 2020 at the Addison TreeHouse with a quorum of the City Council physically present. Limited seating for members of the public was available using CDC recommended social distancing measures. The Town utilized telephone and videoconferencing to facilitate participation in the meeting. Interested parties were able to make public comments and address the Council via emailed comments submitted to the City Secretary at [iparker@addisontx.gov](mailto:iparker@addisontx.gov) by 3:00 pm on the meeting day. Members of the public were also entitled to participate remotely via Toll-Free Dial-in Number: 877.853.5247; Meeting ID: 409.327.0683 Participant ID: #. Detailed instructions on how to participate in this meeting were available on the Town's website on the Agenda Page. The meeting was live streamed on Addison's website at [www.addisontexas.net](http://www.addisontexas.net)

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

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

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**Pledge of Allegiance:** Mayor Chow led the Pledge of Allegiance

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### **WORK SESSION**

**1. Present and Discuss Recommendations for the Hotel Fund's Financial Sustainability.**

Bill Hawley, Director of Administrative Services, presented this item. He reviewed that during the October 27, 2020 Council meeting, staff began a discussion with Council about the financial sustainability of the Hotel Fund. The discussion included an overview of the Hotel Fund and Texas Hotel Occupancy Tax regulations. A five-year projection of the fund's financial sustainability was presented. Staff also discussed the events and activities of the Hotel Fund in a program-based format. Council provided direction on the development of recommendations.

Mr. Hawley advised that staff would maintain the Gold Standard in all Hotel Fund Programs while being sensitive to the financial impacts of COVID-19 on the Fund. He advised that for the Hotel Fund to meet the 25 percent reserve requirement in Fiscal Year 2022 and beyond, fund transfers are recommended such as reimbursing the Hotel Fund from the Infrastructure Investment Fund for the \$1,126,567.67 for the Addison Circle Park Fountains. Additional considerations might include paying for the Addison Circle Park maintenance from the General Fund. These steps would return an estimated \$1.5 million to the Fund thereby providing an estimated 18 additional months before dropping below the reserve requirements.

Mr. Hawley advised there will be Council Work Session discussions regarding the Conference Centre and a presentation from Jasmine Lee on Special Events in early 2021.

A brief discussion among Council followed regarding how much should be included in transfers, as well as the potential impact of next year's property taxes. Council Member Willesen inquired whether Addison After Dark was considered a special event. Special Event Director Jasmine Lee responded that it is a smaller, introductory program and considered secondary. It was noted that it is like the Vitruvian After Dark program. Council Member Willesen suggested that these two programs be combined into a single weekend to encourage attendance by out-of-town visitors resulting in potential hotel stays.

**2. Present and Discuss Recommendations Amending Fire Department Plan Review and Prevention Fees.**

Fred Calhoun, Fire Marshall, presented this item. He advised that Addison currently charges fees for plan review and inspections. He advised that a comparison of fees charged with those of Addison's comparison cities revealed that Addison's calculations resulted in fees higher than most. Fire Marshall Calhoun advised that Addison's Plan Review Fees are based on square footage, which causes the fee calculation to be confusing to the customers. Examples were provided as well as a summary of comparison cities' Plan Review Fees. The proposed new fees were presented. It was noted that Item 13 on the consent agenda is adoption of an ordinance for the proposed fees however it will be pulled for separate discussion to correct some terminology.

**3. Present and Discuss the Town of Addison's Legislative Priorities for the 87<sup>th</sup> Texas Legislative Session.**

Bill Hawley, Director of Administrative Services, presented this item. He advised that the 87th Session of the Texas Legislature will begin in January 2021. In advance of recent legislative sessions, the Town has adopted legislative priorities to be utilized as a guide to protect and enhance the Town's municipal interests. The City Council most recently adopted legislative priorities in 2018, 2016 and 2014.

Mr. Hawley presented an overview of proposed topics for Council consideration and discussion, and a priority list that outlines topics of interest to the Town. It is anticipated that the formally adopted legislative priorities will be used to communicate with state legislators regarding the

Town's position on topics that impact the Town of Addison. Topics include local control, revenue and expenditure caps, transportation funding, and education funding.

Additionally, the Town will coordinate efforts when interests are aligned with partners including but not limited to: Texas Municipal League, Texas Coalition of Cities for Utility Issues, North Central Texas Council of Government, Dallas Area Rapid Transit, and the Texas Municipal Retirement System. Most of the Town's efforts will be dedicated to defeating legislation that would negatively affect the Town, such as those that enact unfunded mandates for cities, disable cities from controlling local right-of-way, and building codes that are not in alignment with the Town's standards.

Mr. Hawley advised that this draft legislative priority list presented for discussion will be included in the December meeting for adoption. Several Council Members spoke positively regarding the list.

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## REGULAR MEETING

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

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#### Discussion of Events/Meetings

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

City Secretary Parker advised that no citizens had requested to address the City Council via telephonic means and no emails or other written correspondence was submitted.

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

4. **Consider Action on the Minutes from the October 27, 2020 Regular Meeting.**
5. **Consider Action on a Resolution to Approve the Purchase of Central Control Irrigation Software and Equipment from Interspec Through the BuyBoard Texas Local Government Purchasing Cooperative and Authorize the City Manager to Execute the Purchase Order in an Amount Not to Exceed \$96,421.60.**
6. **Consider Action on Resolutions to Approve the Purchase of Eleven (11) Fleet Vehicles and Equipment Through BuyBoard and Authorize the City Manager to Execute the Purchase Orders** in an Amount Not to Exceed \$356,788.

7. **Consider Action on a Resolution to Approve the Purchase of (12) Vehicles from Sam Pack's Five Star Ford Through the Tarrant County Purchasing Cooperative and Authorize the City Manager to Execute the Purchase Order in an Amount Not to Exceed \$561,436.01.**
8. **Consider Action on a Resolution to Approve the Purchase of (1) Ambulance from Mac Haik Chrysler Dodge Jeep LLC Through the Houston Galveston Area Council Cooperative and Authorize the City Manager to Execute the Purchase Order in an Amount Not to Exceed \$286,849.95.**
9. **Consider Action to Approve the Purchase of Traffic Signal Controllers, Traffic Signal Smart Monitoring Devices, Vehicle Detection Upgrades and Associated Components and the Renewal of Traffic Signal Software, Maintenance, from Paradigm Traffic Systems, Inc. and Authorize the City Manager to Execute the Purchase Order in an Amount Not to Exceed \$144,569.**
10. **Consider Action on a Resolution to Approve an Agreement for Street Sweeping Services Between the Town of Addison and Sweeping Services of Texas - Operating, L.P., and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$90,000.**
11. **Consider Action on a Resolution to Approve the Third Renewal of the Master Services Agreement for Professional Engineering Services with Cobb, Fendley & Associates, Inc., Related to the Civil Engineering Review of Private Development Plans for Public Infrastructure and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$100,000.**
12. **Consider Action on a Resolution to Approve an Economic Development Program Grant Agreement with Wingstop Restaurants, Inc., and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$111,000.**
13. **Consider Action on an Ordinance Amending Chapter 2, Section 2-351 (Master Fee Ordinance- Plan Review and Inspection Fees) of the Code of Ordinances of the Town of Addison to Add Subsection (f) Fire Department Fees.**

Mayor Chow asked if there were any requests to remove an item from the Consent Agenda for separate discussion. Council Member Walden requested to remove Item 5 and City Manager Pierson requested to remove Item 13.

**MOTION:** Mayor Pro Tempore Ward moved to approve Consent Agenda Items 4, 6, 7, 8, 9, 10, 11, and 12 as submitted. Council Member Hughes seconded the motion. Motion carried unanimously.

**\*\*\*\*\* Consent Item 5 \*\*\*\*\***

Council Member Walden advised that this item is a positive and exciting long-term project for the Town so he would like the details presented. Janna Tidwell, Director of Parks and Recreation, advised that this item is the beginning of a ten-year project for the Town to convert the existing irrigation controls to a central control system. This system will provide usage information and leak location specifics to staff remotely through computers and smart phones. Having the ability to make water usage adjustments remotely will result in water savings, and staff time will be saved in locating leaks. The areas to be converted this budget year are high-usage areas that includes Addison Circle Park, Redding Trail, Vitruvian Park and Celestial Park.

**MOTION:** Council Member Walden moved to approve Item 5 as presented.  
Council Member Willeesen seconded the motion. Motion carried unanimously.

**\*\*\*\*\* Consent Item 13 \*\*\*\*\***

City Manager Pierson advised that two edits need to be made in the ordinance. He advised that the dollar amount for Commercial Fire Plan Review Project Value (last item) should state, "\$251,000 and up" not "\$250,000." Also, under Review and Inspection, "Tents (any size)" should state, "Tents (greater than 400 square feet in size)."

**MOTION:** Council Member Hughes moved to approve Item 13 with two edits. The dollar amount for Commercial Fire Plan Review Project Value (last item) should state, "\$251,000 and up" not \$250,000. Also, under Review and Inspection, "Tents (any size)" should state, "Tents (greater than 400 square feet in size)". Motion was seconded by Council Member Braun. Motion Carried unanimously.

- Resolution No. R20-093:** InterSpec LLC, Irrigation System/Equipment - BuyBoard
- Resolution No. R20-094:** Silsbee Toyota, two vehicles - BuyBoard
- Resolution No. R20-095:** The Grasshopper Co., two mowers - BuyBoard
- Resolution No. R20-096:** Austin Turf and Tractor, John Deere Gator/Equipment - BuyBoard
- Resolution No. R20-097:** Stryker Corporation, four cardiac monitors – BuyBoard
- Resolution No. R20-098:** Southwest Material Handling Co., forklift - BuyBoard
- Resolution No. R20-099:** Sam Pack’s Five Star Ford, twelve vehicles - TCPC
- Resolution No. R20-100:** Mac Haik Chrysler Dodge Jeep, LLC, ambulance, HGACC
- Resolution No. R20-101:** Sweeping Services of Texas-Operating LP, Street Sweeping Service
- Resolution No. R20-102:** Cobb, Fendley & Associates, Inc. Civil Engineering Review
- Resolution No. R20-103:** Wingstop Restaurants, Inc., Economic Development Program Grant Agreement
- Ordinance No. O20-52:** Amend Code of Ordinances, Fire Department Fees, Section 2-351

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**Regular Items**

14. **Present, Discuss, and Consider Action on an Ordinance Canvassing and Declaring the Results of a Special Charter Amendment Election Held in the Town of Addison, Texas on November 3, 2020.**



City Secretary Irma Parker advised the Council that the Official Election Results have not yet been received from Dallas County Elections Department. The results are expected the following day by noon and Ms. Parker advised she will contact Council to determine a canvas date. The canvas must be held no later than the fourteenth day after Election Day and must be posted for 72 hours just as any other Council meeting. Only two Council Members are required to attend the canvas meeting. City Manager Pierson added that while this will be a public meeting it will not be televised. Council was requested to take no action on this item.

Mayor Chow advised that while not official, all 26 Charter Amendments were approved. He expressed his appreciation to the Charter Review Commission members for their time and efforts. City Manager Pierson recognized staff members Ashley Mitchell and Charles Goff for facilitating the Commission's work. Mayor Chow recognized Irma Parker for her coordination efforts during the election. Council Member Walden expressed that staff did a good job preparing a clear and concise Special Election Brochure explaining all the proposed amendments.

**15. Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance Changing the Zoning on a .57-acre Property Located at 4901 Arapaho Road, Which Property is Currently Zoned PD, Planned Development, Through Ordinance O04-048, by Approving a New PD District, to Allow Development of a 41,388 Square Foot Commercial Building. Case 1809-Z/Baumann Building.**

Wilson Kerr, Interim Planning and Development Manager, presented this item. He advised that the applicant has requested revisions to a previously approved plan for the building located at 4901 Arapaho Road. The Planning and Zoning Commission voted to approve the revisions that include changing the top floor residential to retail showroom space, changing the second floor to accommodate future parking, and calculating the required parking based on net square footage rather than gross square footage. Mr. Kerr added that the Federal Aviation Administration (FAA) provided a letter stating that using this building for a residential use would not be allowed due to it being in the 65 percent decibel contour around the Addison Airport. Mr. Kerr advised that the proposed parking does not meet the Town's requirements for the number of spaces, or the methodology used to calculate them.

Mr. Kerr provided background of this property and reviewed the proposed plan, uses, and parking. Mr. Kerr explained that based on the request as submitted, the provided parking would include 42 spaces on site and an additional five spaces on street. The applicant is also requesting a credit of five spaces due to the transit-oriented development that will be across the street. If calculated according to the Town's regulations, 52 spaces would be required. Mr. Kerr advised that staff is recommending denial of this request.

Discussion followed regarding the Master Transportation Plan and its application to the area surround this building, fire codes, and the possibility of having a new noise study done. Mr. Pierson noted that staff is going to respond to the FAA's letter to clarify that the Town is aware of compatible land uses in the decibel contour. It was noted that a noise study could cost \$250,000 - \$300,000 and would take an estimated eighteen months to complete.

Mayor Chow opened the public hearing.

Tyler Adams, Architect for this project, clarified that the Planning and Zoning Commission supported the parking calculation methodology of using net square footage for an over 50,000 square feet building due to this being over that size if the parking garage is included. He also advised that the second-floor parking will adhere to any fire code requirements.

Mayor Chow closed the public hearing.

Council Member Braun suggested that the Town consider funding another noise contour study since the last one was done in 2005. It was discussed that perhaps the contour area might be smaller now.

**MOTION:** Council Member Walden made a motion to approve as presented. Mayor Pro Tempore Ward seconded the motion. Motion carried unanimously.

**Ordinance No. O20-053:** Case 18909-Z/Baumann Building, 4901 Arapaho Road

16. **Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance Changing the Zoning on Property Located at 3820 Belt Line Road, from PD, Planned Development, to a New PD District to Allow a Two-Story Retail and Office Building, Case 1818-Z/3820 Belt Line Road.**

Wilson Kerr, Interim Planning and Development Manager, presented this item. He advised this item is a request to change zoning on 2.034-acre property included in a larger Planned Development that includes Addison Town Center. He advised the plan is to develop a new two-story retail and office building. The proposed building will have 3,223 square feet and will be located on the eastern portion of the site. The new proposed Planned Development will include the Belt Line District standards and streetscape standards included in the Master Transportation Plan. Mr. Kerr's presentation included an overview of the streets, sidewalks, landscape, and parking requirements.

Council Member Willesen spoke in appreciation of Jane Lenz for providing insight on this project as it relates to the Asbury Circle properties. Council Member Willesen inquired whether the bus stop will have any enhancements. Janna Tidwell, Parks and Recreation Director, advised that there will not be a shelter. There will be a bench, trash can, and landscaping. She also advised that no trees will be removed in this area and some additional trees will be planted.

Council Member Quintanilla read an email received from Jane Lenz regarding irrigation shown on the plans on the south side of the property that appears to be in the Asbury Lane buffer zone. Mr. Kerr responded that the property line of the new development is on the other side of an existing fence, but redevelopment will not occur past that fence. Ms. Tidwell added that the irrigation will not overlap with Asbury Lane but can be modified if necessary, with an on-site evaluation.

Mayor Chow opened the public hearing. Staff advised the owner/developer were available online to answer any questions. There not being any requests to address this development, Mayor Chow closed the public hearing.

**MOTION**: Council Member Willesen moved to approve as presented. Council Member Hughes seconded the motion. Motion passed unanimously.

**Ordinance No. O20-54**: Case 1818-Z, 3820 Belt Line Rd.

**17. Present and Discuss the Finance Department Quarterly Financial Report of the Town of Addison for the Fiscal Year 2020 Fourth Quarter Ended September 30, 2020.**

Steven Glickman, Chief Financial Officer, presented this item. He advised that this report covers the fourth quarter of 2020. He reviewed the key revenue sources, advising that the year ended up better than anticipated under the circumstances of the COVID-19 pandemic. Mr. Glickman provided a personnel update, economic indicators, and sales tax collected compared to 2019. He noted that the sales taxes exceeded the budget.

Details were provided that included revenues and expenditures for the General Fund, Hotel Fund, Economic Development Fund, Airport Fund, Utility Fund, and Storm Water Utility Fund. Hotel Occupancy Tax Collections and Investment Reports were provided.

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**Adjourn Meeting**

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

**TOWN OF ADDISON, TEXAS**

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Joe Chow, Mayor

**ATTEST:**

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Irma G. Parker, City Secretary

# DRAFT

## OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL SPECIAL MEETING

NOVEMBER 16, 2020

Addison Town Hall,  
5300 Belt Line Rd., Dallas, TX 75254  
3:00 PM Special Meeting

Present: Mayor Joe Chow; Council Member Paul Walden.

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

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### Regular Items

- Present, Discuss, and Consider Action on an Ordinance Canvassing and Declaring the Results of a Special Charter Amendment Election Held in the Town of Addison, Texas on November 3, 2020.**

Irma Parker, City Secretary, presented this ordinance for consideration. She advised that the purpose of this agenda item is to canvass the Special Home Rule Charter Election held on Tuesday, November 3, 2020. The Town has a total of 10,841 registered voters and a total of 7,443 votes were cast at this election. The Town submitted to the voters a total of twenty-six (26) amendments all of which were approved by the following vote.

Proposition	For	Against	Total Votes Cast
A	6,220	818	7,038
B	5,267	1,630	6,897
C	5,828	1,006	6,834
D	4,218	2,610	6,828
E	5,452	1,369	6,821
F	4,697	2,039	6,736
G	5,919	801	6,720

H	4,689	1,996	6,685
I	5,865	897	6,762
J	5,954	871	6,825
K	4,244	2,469	6,713
L	5,292	1,377	6,669
M	4,714	1,897	6,611
N	5,053	1,443	6,496
O	5,940	702	6,642
P	5,510	1,044	6,554
Q	5,752	744	6,496
R	5,456	1,076	6,532
S	4,811	1,769	6,580
T	4,268	2,226	6,494
U	5,380	1,072	6,452
V	5,259	1,167	6,426
W	5,754	613	6,367
X	5,809	566	6,375
Y	5,385	971	6,356
Z	5,341	991	6,332

**MOTION:** Council Member Walden moved to approve as submitted. Mayor Chow seconded the motion. Motion carried unanimously.

**Ordinance No. 020-55:** Canvass of November 3, 2020 Special Home Rule Charter amendment election.

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## Adjourn Meeting

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

**TOWN OF ADDISON, TEXAS**

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

**ATTEST:**

\_\_\_\_\_  
Irma G. Parker, City Secretary

**Council Meeting**

4.

**Meeting Date:** 12/08/2020

**Department:** Infrastructure- Development Services

**Pillars:** Excellence in Asset Management

---

**AGENDA CAPTION:**

Consider Action to Approve the **Purchase of Water Meters from Thirkettle Corporation DBA as Aqua-Metric Sales Company, Inc Through HGACBuy and Authorize the City Manager to Execute the Purchase Order** in an Amount Not to Exceed \$100,000.

**BACKGROUND:**

In February 2009, Sensus Metering Systems was selected through a procurement process for handheld meter reading equipment and software for the Town. Sensus meters are the standard water meter utilized by the Town which ensures ease of maintenance and compatibility with the existing meter reading systems.

As part of the annual meter replacement program, the Public Works and Engineering Services Department purchases various sized water meters for the replacement of aging and nonworking meters throughout the Town.

These items will be purchased through HGACBuy, a nationwide government procurement service which meets the State's procurement requirements. This purchase is budgeted in the Fiscal Year 2021 Utility Fund budget.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Aqua-Metric BuyBoard Price Quote

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November 23, 2020

**Aqua-Metric Sales Company**

Kristy Segarra - Manager, Bids and Proposals  
16914 Alamo Parkway, Building 2 | Selma, TX 78154  
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

Quote for: Town of Addison  
Attention: Shannon Hicks  
Address: 16801 Westgrove Drive  
City, State, ZIP: Addison, Texas 75001  
Phone: (972) 450-2849  
Email: shicks@addisontx.gov

Quantity	Description	HGAC Price	Town of Addison Price
	3/4" iPERL Meter TRPL 1000 USG - WM0925F	\$139.80	\$127.00
	1" iPERL Meter TRPL 1000 USG - WM0925F	\$188.08	\$183.38
	1 1/2" OMNI R2 Meter TRPL 1000 USG - WM0925A	\$480.24	\$468.23
	2" OMNI R2 Meter TRPL 1000 USG - WM0925A	\$673.82	\$656.97
	1 1/2" OMNI T2 Turbo Meter TRPL 1000 USG - WM0925G	\$793.45	\$773.61
	2" OMNI T2 Turbo Meter TRPL 1000 USG - WM0925G	\$941.15	\$917.62
	3" OMNI T2 Turbo Meter TRPL 1000 USG - WM0925G	\$1,172.82	\$1,143.50
	4" OMNI T2 Turbo Meter TRPL 1000 USG - WM0925G	\$2,283.24	\$2,226.16
	6" OMNI T2 Turbo Meter TRPL 1000 USG - WM0925G	\$4,110.58	\$4,007.82
	1 1/2" OMNI C2 Compound Meter TRPL 1000 USG - WM0925G	\$1,159.42	\$1,130.43
	2" OMNI C2 Compound Meter TRPL 1000 USG - WM0925G	\$1,337.79	\$1,304.35
	3" OMNI C2 Compound Meter TRPL 1000 USG - WM0925G	\$1,694.54	\$1,652.18
	4" OMNI C2 Compound Meter TRPL 1000 USG - WM0925G	\$2,943.14	\$2,869.56
	6" OMNI C2 Compound Meter TRPL 1000 USG - WM0925G	\$5,083.60	\$4,956.51
	520M Single Port SmartPoint Radio Transmitter	\$151.40	\$141.68

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sale.
2. Quote is valid until October 31, 2021.
3. Freight allowed on single orders exceeding \$10,000.00.
4. Net Thirty Days to Pay
5. Returned product may be subject to a 25% restocking fee.
6. Sales Tax and/or Freight charges are not included.

**Council Meeting**

**5.**

**Meeting Date:** 12/08/2020

**Department:** Fire

**Pillars:** Gold Standard in Public Safety

**Milestones:** Promote and protect the Addison Way

**AGENDA CAPTION:**

Consider Action to **Approve the Purchase of Two (2) Cardiac Monitors from Stryker Corporation Through BuyBoard and Authorize the City Manager to Execute the Purchase Order** in an Amount Not to Exceed \$88,297.66.

**BACKGROUND:**

The Fire Department operates seven Stryker Lifepak 15 cardiac monitors to provide advanced life support to patients during a medical emergency.

An Asset Management System (AMS) is utilized to track the Town’s assets. Staff annually determines which assets need to be replaced based on AMS recommendations and an asset condition assessment. All seven of the Lifepak 15 cardiac monitors have been designated for replacement.

One Lifepak 15 was replaced at the end of Fiscal Year (FY) 2020 using budgeted funds received from the Texas Ambulance Services Supplemental Payment Program (TASSPP). Four more were approved to be replaced using funds from the Capital Equipment Replacement Fund (CERF) in the FY2021 budget. Staff is requesting the replacement of the two remaining Lifepak 15 cardiac monitors. Funding for this purchase was approved in the FY2021 budget utilizing TASSPP grant funding.

Staff researched equipment pricing through purchasing cooperatives to obtain the best price and to reduce administrative expenses. The purchasing cooperative BuyBoard offered the best pricing. The purchase amount is within budget.

<b>EQUIPMENT</b>	<b>VENDOR</b>	<b>DEPARTMENT</b>	<b>AMOUNT</b>
2-Lifepak 15 Cardiac Monitors	Stryker	Fire	\$88,297.66
<b>TOTAL</b>			<b>\$88,297.66</b>

**RECOMMENDATION:**



Administration recommends approval.

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**Attachments**

Quote - Stryker Cardiac Monitors

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## Addison FD LP15 x4

Quote Number: 10277956

Remit to: **Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: ADDISON FIRE STATION 1

Rep: Gary Montana

Attn:

Email: gary.montana@stryker.com

Phone Number: (817) 846-0415

Quote Date: 10/30/2020

Expiration Date: 12/31/2020

### Delivery Address

Name: ADDISON FIRE STATION 1

Account #: 1097168

Address: 4798 AIRPORT PKWY

ADDISON

Texas 75001-3364

### End User - Shipping - Billing

Name: ADDISON FIRE STATION 1

Account #: 1097168

Address: 4798 AIRPORT PKWY

ADDISON

Texas 75001-3364

### Bill To Account

Name: TOWN OF ADDISON

Account #: 1077721

Address: PO BOX 9010

ADDISON

Texas 75001-9010

### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001588	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	2	\$35,126.25	\$70,252.50
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	2	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	8	\$429.78	\$3,438.24
4.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	2	\$556.80	\$1,113.60
5.0	11171-000050	Masimo™Rainbow™ DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	2	\$613.35	\$1,226.70
6.0	11171-000082	Masimo™;RC Patient Cable - EMS, 4 FT.	2	\$217.50	\$435.00
7.0	11160-000011	NIBP Cuff-Reusable, Infant	2	\$20.01	\$40.02
8.0	11160-000013	NIBP Cuff-Reusable, Child	2	\$22.62	\$45.24
9.0	11160-000017	NIBP Cuff -Reusable, Large Adult	2	\$31.32	\$62.64
10.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	2	\$63.51	\$127.02
11.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	2	\$293.19	\$586.38
12.0	11220-000028	LIFEPAK 15 Carry case top pouch	2	\$53.07	\$106.14
13.0	11260-000039	LIFEPAK 15 Carry case back pouch	2	\$75.69	\$151.38



## Addison FD LP15 x4

Quote Number: 10277956

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: ADDISON FIRE STATION 1

Rep: Gary Montana

Attn:

Email: gary.montana@stryker.com

Phone Number: (817) 846-0415

Quote Date: 10/30/2020

Expiration Date: 12/31/2020

#	Product	Description	Qty	Sell Price	Total
14.0	11996-000471	4G Modem: Verizon Cellular (for use on Stryker data plan; purchased separately)	2	\$1,048.35	\$2,096.70
17.0	TR-15V1V2-LP15	TRADE-IN-STRYKER LP15V1/V2 TOWARDS PURCHASE OF LIFEPAK 15	2	-\$5,000.00	-\$10,000.00
Equipment Total:					\$69,681.56

### ProCare Products:

#	Product	Description	Qty	Sell Price	Total
15.0	78000168	KORE - Stryker data plan for modem (Verizon)	2	\$284.05	\$568.10
16.0	11600-000030	CODE-STAT 11 Data Review Seat License	2	\$2,760.00	\$5,520.00
18.1	78000008	On Site Prevent for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	2	\$6,264.00	\$12,528.00
ProCare Total:					\$18,616.10

### Price Totals:

Grand Total: \$88,297.66

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



## Addison FD LP15 x4

Quote Number: 10277956

Version: 1

Prepared For: ADDISON FIRE STATION 1

Attn:

Quote Date: 10/30/2020

Expiration Date: 12/31/2020

Remit to:

**Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Gary Montana

Email:

[gary.montana@stryker.com](mailto:gary.montana@stryker.com)

Phone Number:

(817) 846-0415

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AUTHORIZED CUSTOMER SIGNATURE

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

**Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

**Terms:** Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

**Cancellation and Return Policy:** In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

**Council Meeting**

6.

**Meeting Date:** 12/08/2020

**Department:** Information Technology

**Pillars:** Excellence in Asset Management  
Gold Standard in Customer Service  
Gold Standard in Public Safety

**Milestones:** Maximize use of cutting edge technology to enhance public safety

**AGENDA CAPTION:**

Consider Action on a **Resolution Approving a Contract for Services Between the Town of Addison and Solid IT Networks, Inc. for the Installation of Wireless Equipment, Management Software, Related Warranties and Technical Support; and, Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed \$131,256.12.

**BACKGROUND:**

The Town’s current computer network infrastructure was designed and purchased in 2014. This critical asset is scheduled for replacement based on performance, age, and extended warranty expiration.

The Town is requesting to purchase an Extreme Networks system, including wireless equipment, from Solid IT Networks. Solid IT Networks is a preferred vendor through Texas Department of Information Resources (DIR). DIR is responsible for a cooperative contracts program that enables government entities to efficiently pool their purchasing power to drive down costs. The DIR program provides an effective procurement channel to thousands of public sector entities across Texas. DIR simplifies the procurement process for public sector entities throughout the State by releasing Request for Proposal (RFP) and choosing vendors at the State level whom can be selected by State agencies and Local governments.

Extreme Networks offers a system which is the leading solution in the market today. The proposed system offers an array of Wireless Access Points at each location based on total number of users, nature of the operations, wireless signal penetration testing, and wireless signal strength analysis for the best performance.

Location	AP350 General Purpose Access	AP510 High Density Access	AP460 Outdoor Access Point	License
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	<b>Point</b>	<b>Point</b>	<b>Point</b>	
Central Fire	11	2	1	14
Finance	6	1		7
Fire station #2	6		2	8
Police & Courts	34	4	6	44
Service Center	24	4	1	29
Town Hall	7	4	1	12
TreeHouse	4	4		8
Airport - New Building	5	2	1	8
<b>Total</b>	<b>95</b>	<b>21</b>	<b>12</b>	<b>130</b>

The total cost of the system implementation, including professional services and the extended warranty and support for 6 years, is \$131,256.12. This item is budgeted in the Fiscal Year 2021 Information Technology Equipment Replacement Fund.

**RECOMMENDATION:**

Adminstration recommends approval.

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**Attachments**

Resolution - Solid IT Networks

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A CONTRACT FOR SERVICES BETWEEN THE TOWN OF ADDISON AND SOLID IT NETWORKS, INC., IN AN AMOUNT NOT TO EXCEED \$131,256.12, FOR THE INSTALLATION OF WIRELESS EQUIPMENT, MANAGEMENT SOFTWARE, RELATED WARRANTIES AND TECHNICAL SUPPORT, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** The Contract for Services between the Town of Addison and Solid IT Networks, Inc., for the installation of wireless equipment, management software, related warranties and technical support in an amount not to exceed \$131,256.12, 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 \_\_\_\_\_ day of **DECEMBER 2020**.

**TOWN OF ADDISON, TEXAS**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



**EXHIBIT A**

STATE OF TEXAS	§	
	§	
	§	CONTRACT FOR SERVICES
	§	
COUNTY OF DALLAS	§	

THIS CONTRACT FOR SERVICES (hereinafter the “Contract”) is made and entered into by and between the Town of Addison, Texas (hereinafter called “Town”) and Solid IT Networks, Inc., a Texas corporation with its principal office at 16507 Hedgecroft, Suite 100, Houston, Texas 77060 (hereinafter called “Contractor”) on the day of October, 2020 (“Effective Date”).

WITNESSETH:

WHEREAS, the Town sought services related to the installation of wireless equipment and management software (“Services”); and

WHEREAS, the Town reviewed the Texas Department of Information Resources’ (“DIR”) available vendors; and

WHEREAS, the Contractor, through DIR Contract No. DIR-TSO-4296, submitted a proposal for the work identified by the Services, attached hereto as **Exhibit A** and incorporated herein for all purposes (“Proposal”); and

WHEREAS, based upon the review of the Proposal, the Town has investigated and determined that it desires to hire the Contractor for the Services.

1. DESCRIPTION OF WORK

For the consideration agreed below to be paid to Contractor, the Contractor shall provide the Services upon the terms and conditions set forth in the Agreement Documents, hereinafter defined, and shall furnish all personnel, labor, equipment, supplies, deliverables and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents. Contractor will perform the Services with the degree of skill and diligence normally practiced by contractors performing the same or similar services, and Contractor makes the same guarantee with regard to performance for any and all subcontractors completing Services under this Contract.

A. The Services are to be performed in a good and workmanlike manner and shall conform in every respect to the following, collectively, the “Agreement Documents”:

- (i) This Contract;

- (ii) DIR Contract No. DIR-TSO-4296 (“DIR Contract”), located at <https://dir.texas.gov>;
- (iii) Contractor Proposal, including: the Statement of Work, Warranty(ies), Extreme Network Product Support and End of Life Policy, Extreme Network Standard Product Warranty Policy Terms and Conditions, Extreme Networks Product Warranty Summary Terms and Conditions, Extreme Networks Return and Replace Service Description, Extreme Networks Software and Global Technical Assistance Center Service, Extreme Network Advanced Hardware Replacement Service, all attached hereto as **Exhibit A** and incorporated herein for all purposes; and
- (iv) Insurance Requirements, attached hereto as **Exhibit B** and incorporated herein for all purposes.
- (v) Extreme Wired Upgrade Cost Breakdown, attached hereto as **Exhibit C** and incorporated herein for all purposes.

B. All of the documents referred to in Subsection A of this Section 1, above, are incorporated by reference and made a part of this Contract for all purposes as though each were written word for word in this Contract; provided, however, that in case of a conflict in the language of the DIR Contract, the Proposal and this Contract, the terms and conditions of this Contract shall control, and then the DIR Contract and then the Proposal in that order, and are final and binding on both parties. Contractor and Town further agree that should any dispute or questions arise respecting the true construction or meaning of any of these documents, the true meaning shall be decided by the Town and such decision shall be binding and conclusive upon Contractor.

C. Contractor and Town agree that Town shall place the written order for Services. At that time, the warranties associated with the ordered Hardware, as that term is defined in Exhibit A, shall commence and continue for sixty (60) months.

## 2. INSPECTION OF SITES AND COORDINATION

Contractor represents that, prior to submitting the Proposal and executing this Contract, Contractor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under, and performed to the satisfaction of the City Manager, or his/her designee, hereinafter called “Director.”

## 3. PAYMENT

In exchange for those Services described in the Agreement Documents, the Town agrees to pay Contractor an amount not to exceed **One Hundred Thirty One Thousand Two Hundred Fifty Six Dollars and 12/100s (\$131,256.12)**, according to the terms and conditions of this incorporated herein for all purposes. The Town shall retain ten percent (10%, or \$13,125.61) of the total Extreme Wired Upgrade until the Town has provided written notice of “final acceptance” of the Services, or until the contract end date of January 31, 2021, whichever is sooner, at which time the ten percent (10%, or \$13,125.61) retainage shall be promptly paid to Contractor. The

remaining contract amount of \$118,130.51 will be invoiced, net 30 days, as product and software are delivered.

On or before the 10<sup>th</sup> day of each month, Contractor shall submit to Town an invoice for the Services provided by Contractor during the immediately preceding month. Each invoice shall be form and content satisfactory to Town and shall, among other things, include: (i) a specific description of the Services; (ii) such documentation and information as Town may require to verify the accuracy of the invoice; and (iii) the sum of all prior payments under this Contract and the balance remaining that may be charged to the Services. Charges not in dispute shall be paid within thirty (30) days of receipt of invoice.

4. TERM

Subject to Section 1(C) herein, the Services identified within the Proposal shall be completed no later than January 31, 2021, including installation of all hardware. For good cause shown by Contractor in writing, the Director may extend the time to perform the Services. Per Solid IT Networks' Statement of Work, installation will be warranted for 30 days, following "2 Days of Wireless Equipment/Install Configuration." Any product or configuration issues encountered past this date will be covered per the terms of the purchased manufacturer's warranty.

The Contractor recognizes that the Contract shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any Contract after the close of any given fiscal year of the Town, which fiscal year ends on September 30<sup>th</sup> of each year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for the Contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. Contract may be terminated by the Town at any time upon providing Contractor thirty (30) days written notice of the termination date.

5. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall possess or obtain any necessary permits required by Town ordinance or State or Federal law for the performance of the Services prior to commencing the Services. Contractor shall perform its obligations pursuant to this Contract in accordance with all Federal, State and local statutes, ordinances, laws, regulations and executive, administrative and judicial orders applicable to the Services to be performed pursuant to the Contract.

6. INDEPENDENT CONTRACTOR

Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of the Town in the performance of the Services. Contractor shall exercise independent judgment in performing duties under this Contract and, in cooperation with the Director, is solely responsible for setting working hours, scheduling or prioritizing the workflow and determining how the work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor

the agent, servant or employee of the Town, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which the Town provides its employees.

**7. INDEMNITY**

**CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS (INCLUDING PATENT, COPYRIGHT AND INFRINGEMENT), DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS CONTRACT 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 CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, 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.**

**IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR**

**SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.**

**THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

8. INSURANCE AND BOND REQUIREMENTS

Contractor shall procure, pay for, and maintain during the term of this Contract, with a company authorized to do business in the State of Texas and otherwise acceptable to the Town, the insurance coverage as required by Exhibit B.

9. TERMINATION

The Town may, at its option and without prejudice to any other remedy the Town may be entitled to at law, in equity or elsewhere under this Contract, terminate further work under this Contract in whole or in part for cause or for the convenience of the Town by giving at least thirty (30) days advance written notice of termination to Contractor, with the understanding that all performance being terminated shall cease as of a date to be specified in the notice. Town shall compensate Contractor in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, following inspection and acceptance of same by Town's Director. Contractor shall not, however, be entitled to lost or anticipated profits should Town choose to exercise its option to terminate.

10. NOTICES

Any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be affected by personal delivery in writing, including email, or by mail. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice to the other party. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for Town, to:

Wes Pierson  
City Manager  
5300 Beltline Road  
Dallas, Texas 75354  
(972) 450-7000

Brenda N. McDonald  
City Attorney  
Messer, Fort & McDonald, PLLC  
6371 Preston Road, Suite 200  
Frisco, Texas 75254  
(972) 668-6400

If intended for Contractor, to:

Oliver Newman  
General Manager  
16507 Hedgecroft, Ste. 100  
Houston, TX 77060  
364-229-2435

11. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. This action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. Contractor agrees to post in conspicuous places a notice, available to employees and applicants, setting forth the provisions of this non-discrimination clause.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance.

12. ASSIGNMENT

Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Town. As an express condition of consent to any assignment, Contractor shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

13. RIGHT OF REVIEW AND AUDIT

Town may review any and all of the services performed by Contractor under this Contract. Town is granted the right to audit, at Town's election, all of Contractor's records and billings relating to the performance of this Contract. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to Town's rights as may be disclosed by an audit under this section.

14. CONFIDENTIALITY AND DATA OWNERSHIP

A. Contractor understands and agrees that in the performance of work or services under this Contract, or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the Town, and that such information may contain proprietary details, disclosures, or sensitive information which disclosure to or use by an unauthorized third party will be damaging or illegal. Contractor agrees that all information disclosed by the Town to Contractor which is in written form and which is marked confidential shall be held in confidence and used only in performance of services under this Contract, except where the law or a court order requires otherwise. Contractor shall exercise the same standard of care to protect such information as is used to protect his own proprietary data.

B. The Town understands and agrees that in the performance of work or services under this Contract, or in contemplation thereof, the Town may have access to private or confidential information which may be owned or controlled by Contractor, and that such information may contain proprietary details, disclosures, or sensitive information whose disclosure to or use by an unauthorized third party will be damaging or illegal. The Town agrees that all information disclosed by Contractor to the Town that is in written form and which is marked confidential shall be held in confidence and used only in performance of services under this Contract, except where the law or a court order requires otherwise. The Town shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

C. All data produced or collected pursuant to this Contract whether originated by the Town or by the Contractor, shall remain the property of the Town upon completion of this Contract. This does not include data produced or collected by Contractor prior to the effective date of this Contract or data produced or collected by Contractor which is not related to this Contract.

17. VENUE

The obligations of the parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas.

18. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

19. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

20. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

21. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

22. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and, except as otherwise provided in this Contract, their assigns.

23. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS

This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.



24. SOVEREIGN IMMUNITY

The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Contract.

25. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2271, Contractor's execution of this Contract shall serve as verification that Solid IT Networks, Inc. does not presently boycott Israel and will not boycott Israel during the term of this Contract.

26. MISCELLANEOUS DRAFTING PROVISIONS

Miscellaneous Drafting Provisions. This Contract shall be deemed drafted equally by all parties hereto. The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Contract are for the convenience of the parties and are not intended to be used in construing this document.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

TOWN:  
Town of Addison, Texas

BY \_\_\_\_\_  
Wesley S. Pierson, City Manager

CONTRACTOR:  
Solid IT Networks, Inc.,  
a Texas corporation

DocuSigned by:  
BY Roger Frazier  
Name: Oliver Newman  
Title: General Manager

**Exhibit A**

DIR Contract No. DIR-TSO-4296

Vendor Contract No. \_\_\_\_\_

**STATE OF TEXAS  
DEPARTMENT OF INFORMATION RESOURCES  
CONTRACT FOR PRODUCTS AND RELATED SERVICES  
Solid IT Networks, Inc.**

**1. Introduction**

**A. Parties**

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Solid IT Networks, Inc. (hereinafter "Vendor"), with its principal place of business at 16507 Hedgecroft, Ste. 100 Houston, TX 77060.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-422, on March 20, 2018, for Data Storage, Data Communications & Networking Equipment and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-422 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-422, including all addenda; and Exhibit 2, DIR-TSO-TMP-422, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with three (3) optional one-year renewals. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

DIR Contract No. DIR-TSO-4296

Vendor Contract No. \_\_\_\_\_

**3. Product and Service Offerings**

**A. Products**

Products available under this Contract are limited to Data Storage, Data Communications & Networking Equipment as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

**B. Services**

Services available under this Contract are limited to Data Storage, Data Communications & Networking Equipment Related Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

**4. Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

**5. DIR Administrative Fee**

**A)** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly A Parker, CTPM, CTCM  
Director, Cooperative Contracts  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-1647  
Facsimile: (512) 475-4759  
Email: [kelly.parker@dir.texas.gov](mailto:kelly.parker@dir.texas.gov)

DIR Contract No. DIR-TSO-4296

Vendor Contract No. \_\_\_\_\_

If sent to the Vendor:  
Oliver Newman  
Solid IT Networks, Inc.  
16507 Hedgcroft, Ste. 100  
Houston, TX 77060  
Phone: (940) 453-8880  
Facsimile: (281) 999-4009  
Email: [oneyman@solidit.com](mailto:oneyman@solidit.com)

**7. License and Service Agreements**

**A. Shrink/Click-wrap License Agreement**

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

**B. Service Agreement**

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

**C. Conflicting or Additional Terms**

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

**DIR Contract No. DIR-TSO-4296**

**Vendor Contract No. \_\_\_\_\_**

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

**8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

DIR Contract No. DIR-TSO-4296

Vendor Contract No. \_\_\_\_\_

This Contract is executed to be effective as of the date of last signature.

**Solid IT Networks, Inc.**

**Authorized By:** Signature on File

**Name:** Christine Feddern

**Title:** Vice President

**Date:** 11/20/2018

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Hershel Becker

**Title:** Chief Procurement Officer

**Date:** 12/03/2018

**Office of General Counsel:** Signature on File: MH 11/26/2018

# Town of Addison

## WiFi Infrastructure Upgrade

### Statement of Work

(as of November 1, 2020)

#### Scope

The City of Addison is looking to replace their outdated existing wireless infrastructure with current technology with the goal of high-speed throughput in all office areas to support increased needs including Video Conferencing.

**WiFi Infrastructure** – Provide two days of professional services to assist in the deployment of Extreme Networks WiFi at the Town of Addison. Deployment includes planning, configuration and testing of the Extreme Networks XIQ Cloud Controller.

#### Project Outline

- **Wireless Infrastructure** - Solid IT will provide onsite and remote engineering support to install and configure Extreme Networks WiFi. There is an expectation that after hours and onsite work will be required.
  - Service Planning
    - Onsite meeting to develop implementation plan.
    - Discuss industry best practices
    - Discuss and Define IP address schemes
    - Define VLANs
    - Define up to three Wireless SSID's
    - Define user roles
    - Define MAC users
    - Define deployment schedule
    - Define deployment schedule

- Configure Extreme Networks XIQ Cloud Controller based on implementation plan
- Cross connect devices in the IDF into the new Extreme Networks switches.
- Extreme Networks WiFi testing
  - Make necessary configuration changes as needed based on the outcome of end user device testing.

## Ongoing Support

- **Wireless Infrastructure** - Solid IT will provide remote technical support, consulting, and problem solving as necessary throughout the duration of the implementation project and for one month following for issues connected to the Extreme Networks WiFi implementation.

## Customer Responsibilities and Assumptions

- Customer is supplying all server and network electronics (Switches, GBIC's, stack cables, etc.); installation hardware (Rack Mount Kits, Wire Management, Compatible Rack Screws) and software other than the hardware and/or software on the attached quote.
- Customer is responsible for loading/installing appliance applications into their VM infrastructure.
- Customer is responsible for the mounting and installing all wireless access points and cabling.
- Customer is responsible for supplying all patch cables.
- Configuration of any end user devices is not included in this scope of work.
- Testing of end user devices is the responsibility of Addison personnel.
- Configuration of any network/data center equipment (e.g., firewall, router, switches, access points, servers, etc.) not listed in the project outline above is not included in this scope of work.
- Customer will provide access to all sites/closets including after-hours/weekend access as necessary to maintain project schedule.
- Customer will provide 24/7 VPN access to all network devices involved in the project.
- Customer will provide 24/7 admin level credentials for configuration and testing for all network devices involved in the project.
- Customer will provide access to all sites/closets including after-hours/weekend access as necessary to maintain project schedule.
- Customer will provide an onsite resource to Solid IT Networks who has administrator access to all network/data center equipment on the network and who can provide configurations from the existing equipment.





# Extreme Networks Product Support and End of Life Policy

Effective January 1, 2019

**General Disclaimer.** Although Extreme Networks has attempted to provide accurate information with this document, Extreme Networks assumes no responsibility for the accuracy of the information. Extreme Networks may change its release schedules, programs, product specifications, or definitions mentioned in the document at any time without notice. Any reference to non-Extreme Networks products or services is for information purposes only and constitutes neither an endorsement nor a recommendation.

## Introduction

This document provides Extreme Networks End of Life Policy for Software and Hardware products.

**WARRANTY:** Extreme Networks offers firmware, operating system software, and application software products, with various warranties included in the software purchase price. Please refer to specific product literature for warranty details.

**SERVICES:** Extreme Networks also offers various services at additional cost. Refer to the Services Solutions web page for details:  
<http://www.extremenetworks.com/support/>.

Only products which are covered by an appropriate warranty or a valid service contract are eligible for software updates or upgrades, and technical support, per the specific terms of the warranty or service contract.

## Product End of Life: Overview

The Extreme Networks Product End of Life Overview is described in this document, which is intended to help customer plan and manage the End of Life process for Extreme products and assist the transition to alternative Extreme products and technology.

The End of Life policy covers the period starting at the End of Sale Notification, and includes End of Sale (EOS), End of Software Maintenance (EOSM), and End of Services Life (EOSL).

The End of Life Policy only applies to End of Sale announcements which are published on or after January 1, 2019. The Policy does not apply to product that is already subject to an End of Life and/or End of Sale announcement; for those products, the dates announced in the respective End of Sale Notifications will continue to apply.

The general policy guidelines are defined below. Note that the exact End of Life schedule for a specific product will be defined in its End of Sale Notification, which may vary from the general guidelines below.

The Support and End of Life Policy describes entitlements which are available for products which are covered by active support contracts. Customers will need to ensure that there is a current and fully paid support contract with Extreme. Please contact your Support Account Manager regarding fees payable during the end-of-life period to ensure access to entitlements described in the End of Life policy. For information regarding Extreme product warranties, please refer to Extreme support policies located at  
<https://www.extremenetworks.com/support/policies/>.

## End of Sale Notification

Extreme will typically provide 6 months' notice of the affected product's End of Sale date. This notice will be published to the Extreme Support website at  
<https://www.extremenetworks.com/support/end-of-sale-and-end-of-support-products/>. Customers and Partners should check this site frequently to view any new Notifications, as well as any other information related to the End of Life process.

The End of Sale Notification will define the End of Sale date, End of Software Maintenance date, and End of Services Life date for the products specified in the Notification. The dates defined in the End of Sale Notification will supersede the general policy guidelines defined in this document.

## End of Sale

The product End of Sale (EOS) date is the last date that a product is available for sale through Extreme systems, while supplies last. Product availability is not guaranteed through the End of Sale date, and products will be provided while supplies last.

## End of Software Maintenance

The End of Software Maintenance (EOSM) date is the last date that Extreme will release any maintenance or patch releases for a specific major software revision. During the Software Maintenance period, Extreme reserves the right to determine which defects will be fixed. Note that a software upgrade to a later release may be necessary to correct a reported problem.

The table below defines the End of Software Maintenance period after End of Sale.

After EOSM for a period of 12 additional months Extreme may provide security/PSIRT patches for critical issues at its sole discretion.

## End of Services Life

The End of Service Life (EOSL) date is the last date to receive service and support for the product. After this date, all support services for the product are unavailable, and the product becomes obsolete and software and other product related information will be removed from the Extreme support website.

Access to Extreme's Global Technical Assistance Center (GTAC) will be available for a period of 5 years from the End of Sale date for hardware and embedded operating system software issues and for a period of 3 years from the End of Sale date for application software issues. Note that a software upgrade to a later release may be necessary to correct a reported problem.

Access to Software releases will be available for a period of 5 years from the End of Sale date for embedded Operating System software, and for a period of 3 years from the End of Sale date for application software. Following the EOSL date, software may be removed from the Extreme support website.

Spares or replacement parts for hardware will be available for a period of 5 years from the End of Sale date. Extreme will replace the failed unit with either a new or previously used product which is equivalent to new in performance and reliability. Extreme may replace the failed unit with a product which is, in Extreme's sole opinion, equivalent to an original product that has been discontinued or is otherwise not available.

## Additional Information

Additional information, access to previously published End of Sale Notifications, and other Policy documents are available from Extreme Networks Support at <https://www.extremenetworks.com/support/>.

Software	End of Software Maintenance (EOSM) (Note 1, Note 2)
Applications	12 Months after End of Sale
WING OS	24 Months after End of Sale
Extreme Wireless OS	24 Months after End of Sale
EXOS OS	24 Months after End of Sale
BOSS/ERS OS	24 Months after End of Sale
VOSS/VSP OS	24 Months after End of Sale
SLX, NOS, NI	36 Months after End of Sale

Note 1: End of Software Maintenance policy applies to products after their EOS date  
 Note 2: Products with End of Sale announcements published prior to 1/1/2019 should refer to the published End of Sale Notification for EOSM and EOSL dates.



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## Standard Product Warranty Policy

### The Start Date of the Warranty

As used in this Warranty Policy, the Start Date is (i) the date of shipment from Extreme Networks ("Extreme") or (ii) in the case of resale from an Authorized Distributor, the date of shipment from an Authorized Distributor.

**Defined Terms.** Capitalized terms in this Warranty Policy are defined in the Definitions section of this document.

### Limited Hardware Warranty and Remedy

Extreme warrants that the Hardware will be free from defects in material and workmanship under normal authorized use, consistent with Extreme's then-current published Documentation. This warranty is subject to the limitations and conditions set forth in this policy. The warranty extends only to the original Customer.

During the Warranty Period, Extreme, at its option, shall repair or replace the non-conforming Hardware, or refund the fees paid for such Hardware following return of the non-conforming Hardware. Hardware replacements may be refurbished, or new equipment substituted at Extreme's option. Extreme may replace failed Hardware that has been discontinued or is otherwise unavailable with Hardware which is, in Extreme's sole opinion, functionally equivalent to the failed Hardware. This warranty remedy is exclusive and is conditioned upon Extreme being notified in writing of the non-conforming Hardware within the Warranty Period.

### Limited Software Warranty and Remedy

Extreme warrants that the Software will perform substantially in accordance with its published Documentation for a period of ninety (90) days from the Start Date or the date of Your initial download of the Software from Extreme's website, as applicable, or such other minimum period required under applicable law.  
THIS LIMITED WARRANTY

APPLIES ONLY TO THE ORIGINAL END USER PURCHASER AND NOT TO A SUBSEQUENT PURCHASER OR USER. Refer to Extreme's [End User License Agreement \(EULA\)](#) for additional terms and conditions related to the Limited Software Warranty.

### Warranty Exclusions

- A. The warranties set forth above shall not apply to:
  - i. any third-party software or hardware, whether or not such third-party software or hardware is or was provided by Extreme;
  - ii. any Products that have been modified or repaired by anyone or any entity other than Extreme or as authorized by Extreme in writing;
  - iii. any Products that have not been maintained in accordance with the Documentation or other operating instructions supplied by Extreme;
  - iv. any Products that have been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident;
  - v. Products that are used for beta, evaluation, testing or demonstration purposes or other situations whereby Extreme has not received payment of a purchase price or license fees, and in such cases, the Products are provided "AS IS" with all faults and without warranty of any kind, express or implied, and
  - vi. Expendable parts, such as fuses, lamps, filters, batteries, and other parts that are regularly replaced due to normal use.
- B. The Products are not designed or intended for use in:
  - i. the design, construction, operation or maintenance of any nuclear facility,
  - ii. navigating or operating aircraft; or
  - iii. operating life-support or life-critical medical equipment, and Extreme disclaims any express or implied warranty of fitness for such uses.

- C. Extreme's warranty obligations do not include:
- i. Installation or reinstallation
  - ii. Configuration
  - iii. Maintenance services
  - iv. Professional services including but not limited to consulting, network design, optimization, complex topologies, and training.

Additionally, no warranty shall apply beyond the published End of Support date for the Products, as outlined in Extreme's End of Life Policy as set forth at [Extreme Policies and Warranties](#).

## Warranty Assumptions

Extreme is not responsible for delays related to export or customs regulations or processes, in the event of a force majeure event, or due to transportation issues. Actual Product delivery times may vary depending on specific Customer location(s).

Replacement Products will be warranted for the remaining warranty period of the original Products that were replaced, and may be new, refurbished or functionally equivalent products.

As to Products repaired or replaced during the original warranty period for such Product, the warranty period for the replacement Product or the repaired Product shall terminate thirty (30) days after shipment to the Customer or upon the termination of the original warranty period, whichever is longer.

A replacement Product will be at the then-current minimum hardware, software and software release levels as published by Extreme for the Product being replaced.

For Products that are sold in a "bundled" manner or as an appliance as defined in Extreme's published price list, the warranty is per each individual Product part number that comprises the bundle, unless otherwise noted in the price list.

## Warranty Disclaimer.

EXCEPT FOR THE EXPRESS LIMITED WARRANTIES AND CONDITIONS SET FORTH HEREIN AND IN THE EULA, EXTREME MAKES NO OTHER WARRANTIES OR CONDITIONS RELATING TO THE PRODUCTS, AND EXPRESSLY DISCLAIMS AND EXCLUDES ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT,

SATISFACTORY QUALITY, NON-INTERFERENCE, OR WARRANTIES OR OBLIGATIONS ARISING FROM A COURSE OF DEALING, USAGE OF TRADE PRACTICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

EXTREME DOES NOT WARRANT THAT THE SOFTWARE IS FREE OF INACCURACIES, ERRORS, BUGS, VIRUSES, INTERRUPTIONS OR OTHER HARMFUL COMPONENTS OR PROGRAM LIMITATIONS OR THAT ALL ERRORS WILL BE CORRECTED. EXTREME ALSO DOES NOT WARRANT THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS OR THAT THE SOFTWARE OR ANY EQUIPMENT, SYSTEM OR NETWORK ON WHICH THE SOFTWARE IS USED, WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. EXTREME IS NOT RESPONSIBLE FOR ANY DELAYS, FAILURES OR ANY LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET, AND YOU ACKNOWLEDGE THAT THE SOFTWARE AND DOCUMENTATION MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATION FACILITIES.

TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

## Limitation Of Liability.

TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL EXTREME NETWORKS OR ITS AFFILIATES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY LOSS OF USE OR BUSINESS OR ANTICIPATED SALES OR SAVINGS, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST GOODWILL, LOSS OR CORRUPTION OF DATA, OR INDIRECT, SPECIAL, HYBRID, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF EXTREME NETWORKS, ITS AFFILIATES, SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT ANY REMEDY PROVIDED SHOULD FAIL OF ITS ESSENTIAL PURPOSE. EXTREME'S TOTAL

CUMULATIVE LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO, AND WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT PAID BY CUSTOMER. EXTREME NETWORKS SHALL NOT BE LIABLE FOR CUSTOMER'S OR ANY THIRD PARTY SOFTWARE, FIRMWARE, INFORMATION, OR MEMORY DATA CONTAINED IN, SORTED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO EXTREME, WHETHER OR NOT SUCH PRODUCT IS UNDER WARRANTY.

## Product Returns

Customer is responsible for returning the defective Product to an Extreme-authorized return facility. In the event that Customer fails to return the defective Product within ten (10) business days of receipt of the replacement Product, Extreme reserves the right to invoice the Customer at the list price of the defective Product or product component.

## Definitions

As used in this warranty policy, capitalized terms have the following meaning(s):

**Customer** means the original end user purchaser of the Extreme Hardware and Software Product(s) from an Extreme-authorized reseller or directly from Extreme.

**Documentation** means the then-current Extreme data sheet for the Product that Extreme makes available on [www.extremenetworks.com](http://www.extremenetworks.com).

**Hardware** means the Extreme hardware product on which Software is embedded or operates.

**Products** means an Extreme Hardware Product and/or Software that Extreme makes commercially available for purchase and license (in the case of Software).

**Software** means software in object code made commercially available by Extreme and subject to Extreme's End User Software License Agreement (EULA) in effect at the time of Customer's purchase of the license.

**Warranty Start Date** means (i) the date of shipment from Extreme or (ii) in the case of resale from an Authorized Distributor, the date of shipment from an Authorized Distributor.



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# Extreme Networks Product Warranty Summary

**Introduction:** This is a summary of warranty information for Extreme’s products. The table below provides general product warranty information by product family. Please refer to the [Extreme Warranty Finder](#) for specific warranty information for product SKUs. In cases where the product warranty information in the table below differs from the warranty information in the Warranty Finder for a specific product, the warranty in the Warranty Finder will apply.

Extreme’s Product Warranty Policy is available at [Extreme Policies and Warranties](#).

**GTAC Support:** The Extreme GTAC delivery of service under warranty provides troubleshooting assistance only for product conformance with its published Documentation and hardware and software defects. To receive service from

Extreme’s GTAC for priority assistance, 24x7x365 support, troubleshooting and guidance with set up, configuration, interoperability or any additional advance technical troubleshooting, your product must be covered under an active ExtremeWorks service support contract. For complete details regarding the difference between GTAC service delivery under warranty versus a support contract, please visit [Extreme’s Maintenance Services](#) site.

**Freemium Content:** For customers who do not have warranty or service contract coverage, there are free resources available for assistance. These services include our [HUB community](#) and the [knowledge base](#). These self-service support options provide technical advice, feedback or recommendations to assist customers who are operating Extreme Network products and solutions.

## Extreme Product Warranty Summary

Data Center Switching						
Product Family	Hardware Duration <sup>6</sup>	Hardware Replacement <sup>6,7</sup>	Technical Support <sup>2,8</sup>	Software OS Releases <sup>8</sup>	Portal <sup>8,9</sup>	Warranty Name
SLX, MLX, VDX, CER	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
Optics	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
BD8K, BDx	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
BFO, BNA, NVA	N/A	N/A	90 Days	90 Days	90 Days	Software Warranty
Campus Switching						
Product Family	Hardware Duration <sup>6</sup>	Hardware Replacement <sup>6,7</sup>	Technical Support <sup>2,8</sup>	Software OS Releases <sup>8</sup>	Portal <sup>8,9</sup>	Warranty Name
5520	Lifetime	Advance Replacement	90 days	Lifetime updates and upgrades <sup>5</sup>	Lifetime	Universal LLW
VSP7400, VSP4900, X465, X435, V400, V300, sold after 10/1/2020	Lifetime	Advance Replacement	90 days	Lifetime updates and upgrades <sup>5</sup>	Lifetime	Universal LLW
VSP 8600, 8400	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
X460-G2, X450-G2, X440-G2, X620	Lifetime	Advance Replacement	Lifetime	Lifetime updates and upgrades <sup>5</sup>	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement - 2
VSP7400, 4900 (10G) sold prior to 10/1/2020	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
ER5 5900, 4900, 4800, 3600, 3500	Lifetime	Advance Replacement	Lifetime	Lifetime updates and upgrades <sup>5</sup>	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement - 2
VSP 8200, 7200, 4800, 4400	Lifetime	Advance Replacement	Lifetime	Lifetime updates <sup>5</sup>	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement
VSP 4900 (excluding 10G) sold prior to 10/1/2020	Lifetime	Advance Replacement	Lifetime	Lifetime updates <sup>5</sup>	Lifetime	Limited Lifetime Warranty With Express Advanced Hardware Replacement
X465, X435 sold prior to 10/1/2020	Lifetime	Advance Replacement	Lifetime	Lifetime updates <sup>5</sup>	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement

## Extreme Product Warranty Summary (cont.)

Campus Switching (cont.)						
Product Family	Hardware Duration <sup>5</sup>	Hardware Replacement <sup>6,7</sup>	Technical Support <sup>2,8</sup>	Software OS Releases <sup>1,6</sup>	Portal <sup>1,6</sup>	Warranty Name
V300, V400 sold prior to 10/1/2020	Lifetime	Advance Replacement	Lifetime	Lifetime updates <sup>5</sup>	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement
XA 14xx	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
X480, X590, X650, X67-, X670V, X670-G2, X690, X770, X870	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
X430, X440, X460	Lifetime	Advance Replacement	Lifetime	Lifetime updates <sup>5</sup>	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement
Optics and cables	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
Accessories, LRM/MACsex Adapter	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
E4G-200, E4G-400	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
K-Series, S-Series	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
Fastpath 210, 200	Lifetime	Return and Replace	Lifetime	Lifetime updates <sup>5</sup>	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement - B
ISW Switch	5 Years	Return and Replace	5 Years	2 years updates	5 Years	5 Year Warranty
7100	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
Wireless						
Product Family	Hardware Duration <sup>5</sup>	Hardware Replacement <sup>6,7</sup>	Technical Support <sup>2,8</sup>	Software OS Releases <sup>1,6</sup>	Portal <sup>1,6</sup>	Warranty Name
SR2xxx, BR, XR	Lifetime	Return and Replace	90 Days	90 Days	1 Year	Limited Lifetime Warranty (WING)
Identify Wireless AP3935, AP3912, AP3915 Indoor AP	Lifetime	Advance Replacement	Lifetime	Lifetime Updates and Upgrades <sup>5</sup>	Lifetime	Limited Lifetime Warranty with Express Advanced Hardware Replacement-2
Identify Wireless AP3916 Indoor AP	1 Year	Return and Replace	90 Days	90 Days	1 Year	1 Year Warranty
Identify Wireless AP3965, AP3917 Outdoor AP	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
Accessories, Antennas, Cables, Mounting	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
AP360, AP460, AP560 Outdoor AP	1 Year	Return and Replace	90 Days	90 Days	1 Year	1 Year Warranty WING
AP310, AP410, AP505 Outdoor AP	Lifetime	Return and Replace	90 Days	90 Days	Lifetime	Limited Lifetime Warranty (WING)
AP7522, AP7532, AP7602, AP7622, AP8432, AP8533, AP7612, AP7632 Indoor AP	Lifetime	Return and Replace	90 Days	90 Days	Lifetime	Limited Lifetime Warranty (WING)
AP7562, AP7662, AP8163 Outdoor AP	1 Year	Return and Replace	90 Days	90 Days	1 Year	1 Year Warranty WING
AH-AP-xxx, AH-ATOM-xx, APxxx Indoor AP unless otherwise noted	Lifetime	Return and Replace	90 Days	90 Days	Lifetime	Limited Lifetime Warranty WING
WING Wireless Accessories, Antennas, Cables	1 Month	Return and Replace	N/A	N/A	N/A	1 Month Warranty WING
Optics	1 Year	Return and Replace	90 Days	90 Days	1 Year	1 Year Warranty WING
Controllers, Appliances, Servers, Power Supplies, Accessories	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
Select APs (AH-AP-xxx-FCC, APxxxC/CX-FCC) - See Price List	Lifetime	Advance Replacement	90 Days	90 Days	Lifetime	Limited Lifetime Warranty-AHR Only
Applications and Licenses						
Product Family	Hardware Duration <sup>5</sup>	Hardware Replacement <sup>6,7</sup>	Technical Support <sup>2,8</sup>	Software OS Releases <sup>1,6</sup>	Portal <sup>1,6</sup>	Warranty Name
Applications	N/A	N/A	90 Days	90 Days	90 Days	Software Warranty
Licenses	N/A	N/A	90 Days	90 Days	90 Days	Software Warranty
Purview AppID PV-x	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
ExtremeManagement Appliance, ExtremeControl Appliance	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty

1. Access to Extreme's GTAC for product warranty support line via email, web form or telephone is available from 8 AM to 5 PM (Monday to Friday) local End User's time for the purpose of confirming product conformance and diagnosing of basic hardware and software defects.
2. **Services Not Included.** Installation, network design and troubleshooting, configuration recommendations, complex topologies, consultation, and optimization services are not covered under product warranty, but are available for purchase through Extreme's authorized channel partners.
3. Access to [Extreme Customer Support](#) website, which may include, but is not limited to: (i) information about status and/or review of known hardware and/or software issues/problems; (ii) access to technical documentation, (iii) the ability to log a case, (iv) information about the status of outstanding product RMAs.
4. Certain products are entitled to publicly available Base Operational Software or Base Operational Software Upgrades and/or Updates that Extreme may develop and generally release on covered products, for the warranty period. "Base Operational Software" means embedded software that is required to operate an Extreme-branded network device product and is offered for sale as an inclusive component of such hardware network device product. Customers who desire specific feature updates, patches and fixes to be prioritized into future releases should purchase the appropriate support services from Extreme.
5. Software release versions are indicated by A.B.C. "A" indicates a Major Release Number. Major software releases are **Upgrades**. "B" and "C" indicate Minor (sustaining) and Maintenance Release Numbers. Minor and Maintenance releases are Updates.
6. **Advance Replacement**
  - a. Extreme will process the Return Material Authorization (RMA) relating to the defective product per the Advanced Replacement Warranty RMA Times section of the Extreme Networks Service Availability Matrix at [Extreme Policies and Warranties](#), Monday through Friday, in order for the replacement product to ship by the end of day of the Next Business Day. Otherwise Second Business Day shipment will be provided.
  - b. The replacement part will be shipped via economy service with shipping charges prepaid. Shipments are designed to achieve delivery to the customer within 5 to 10 business days from an Extreme regional parts depot. Variation in business delivery days is possible depending on country of destination or geographical location with the country or other factors.
  - c. Extreme will pay for the return freight of defective products from Customer to Extreme, including any applicable taxes, duties and custom fees to country of shipment destination. Any government or brokers fees associated with the return of products from Customer to Extreme in the country of origin is the Customer's responsibility. Customer must be the Exporter of Record for all product returns to Extreme. Extreme pays the freight of the product shipped to customer, excluding any applicable taxes, duties and custom fees in Customer's destination country. Extreme will not be the importer of record on any shipments to Customer.
  - d. Customer is responsible for returning the defective Product to an Extreme-authorized return facility. If Customer fails to return the defective Product within ten (10) business days of receipt of the replacement Product, Extreme reserves the right to invoice the customer at the List Price of the defective Product or product component.
7. **Return and Replace**
  - a. Extreme will make commercially reasonable efforts to ship a repaired or replacement Product within ten (10) business days (depending upon affected product) of receipt of the defective Product at an Extreme facility.
  - b. The replacement product will be shipped via economy service with shipping charges prepaid. Shipments are designed to achieve delivery to the customer within 5 to 10 business days from an Extreme regional parts depot. Variation in business delivery days is possible, depending on country of destination or geographical location within the country or other factors.



- c. Customer pays for the return freight of the product to Extreme's designated location, including any applicable taxes, duties and custom fees in both country of origin and destination. Customer must be the Exporter of Record for all product returns to Extreme. Extreme pays the freight of the product shipped to Customer, excluding any applicable taxes, duties and custom fees. Customer must be the Importer of Record for all product returns to Customer.
8. **Product Lifetime** – Except where otherwise defined, a period of time commencing on the warranty start date and ending five years from the Product's announced end-of-sale date in accordance with Extreme's End of Life policy at [Extreme Policies and Warranties](#). The end-of-sale dates are defined in the Extreme End of Life Policy. **Exceptions:** Extreme Wireless Controllers Product Lifetime warranty duration is one year from the Product's end-of- sale date. Wireless LAN 9100 Product Limited Lifetime warranty duration is three years from the Product's end-of-sale date.



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## ExtremeWorks® Return and Replace Service

**Service:** ExtremeWorks Return and Replace Service

**Version:** 1.2

**Date:** July 2018

**Availability:** Global

**Order Code:** 97001

### 1.0 Service Overview

Extreme Networks Return and Replace Service offering provides technical support, update and/or upgrade support, and return-to-factory parts replacement for Covered Products (as defined herein). Upon diagnosis of a reported failure, the service offering covers the replacement part within the response time specified, subject to the conditions defined herein.

Extreme service offerings further grant Customers telephone and web access to Extreme Networks Global Technical Assistance Center ("GTAC") 24 hours a day, 365 days a year (24x7) to report problems, ask product-related questions and receive assistance for Extreme Networks hardware and Operational Software.

### 2.0 Service Levels

ExtremeWorks Return and Replace Service is available with the following response times:

Service Order Code	Service Levels	Response Time*
97001	ExtremeWorks Parts Return and Replace	10 business day from receipt

\*Diagnosis and troubleshooting required to identify the faulty Field Replaceable Unit ("FRU") to be replaced must be completed prior to requesting the replacement FRU. The response time interval starts after receipt of defective unit by Extreme Networks.

### 3.0 Availability

ExtremeWorks Return and Replace Service, contracted for a defined period, are available globally from key business locations, subject to the conditions herein. Please refer to Appendix A for additional information on availability and restrictions by geography.

### 4.0 Deliverables

ExtremeWorks Return and Replace Service offering includes the following:

- **GTAC Technical Support** – 24x7 telephone support that provides technical assistance with diagnosis of defect or failures in the Extreme Networks hardware and Operational Software to conform to published documentation on Covered Products.
- **Escalation Management** – The GTAC is the escalation point for the customer for raising unsatisfactory conditions or immediate concerns associated with the service quality on Covered Products. Please see Appendix B for additional detail.
- **Return and Replace Service** – provides customers the opportunity to return their defective part to Extreme Networks. A request for a replacement FRU is validated by GTAC and a Return Material Authorization (RMA) number is assigned. Within ten (10) business days of receipt of such defective product, Extreme Networks will ship a like or equivalent part back to the customer.
- **Operational Software Updates and Upgrades** – Customer is entitled to receive any Operational Software or Operational Software upgrades that Extreme Networks may develop and generally release on Covered Products. Operational Software is defined as embedded software that is required to operate an Extreme Networks network device and is offered for sale as an inclusive component of such hardware network device product as described in Extreme Networks' published price list applicable to such hardware product ("Covered Product").

Operational Software updates and upgrades may be obtained through Extreme Networks' Website after establishing a web account and are only available for Covered Product that is registered and subject to Extreme's standard published product documentation and support/maintenance entitlements. Use of Operational Software updates and upgrades shall be subject to the ExtremeWorks Support Program Terms and Conditions, in addition to your applicable product license agreement and purchasing terms and conditions.

NOTE: Support for Application Software products, including subscription to include entitlement to major and minor releases of the Application Software products, if available, are not included with the ExtremeWorks Return and Replace Service. Subscription and support for Application ExtremeWorks Return and Replace Service - SDD 2 Software must be ordered separately via ExtremeWorks Software Subscription services offerings as further published for availability in accordance with Extreme Networks' then-current Price List (currently categorized as order code 97003).

## 5.0 Extreme Networks Responsibilities

Extreme Networks is responsible for:

- Assisting with fault diagnosis required to identify the FRU to be replaced and to occur prior to assignment of the RMA number.
- Assigning an RMA number to each FRU to be replaced and notifying the customer of the relevant RMA numbers.
- Extreme Networks will measure and categorize the case priority level of software problems reported by the customer based on the impact on the network and in accordance with the classification definitions contained in Appendix B. If it is not clear which priority level applies, then the priority level assigned by the customer will be used. However, if a problem clearly belongs in a given priority level, then that level will be used. Case severity and level assignment will be determined in Extreme's sole discretion.
- If Extreme Networks diagnoses that a reported problem is due to non-conformance to published specifications of a supported Operational Software version, then Extreme Networks will provide any Operational Software fix for the reported non-conformance available at the time the problem is reported, provided that customer is running on a version of Operational Software that is currently supported, as identified in the Extreme Networks Product End of Life Policy.

- Shipping a repaired or replacement FRU (feature, function and fit compatible) within 10 business days of receipt of the defective FRU at an Extreme Networks facility if the purchased service is Return and Replace. Return shipment of repaired or replaced FRU to the customer's designated location will be included with this SDD.

## 6.0 Customer Responsibilities

The Customer is responsible for:

- Advising Extreme Networks, in writing, of any change of location for Covered Products to ensure proper dispatch and delivery.
- Ensuring that all covered hardware is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that hardware from coverage.
- Ensuring that the products are used and maintained in accordance with the applicable product documentation.
- Providing, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Extreme Networks GTAC engineer. In addition, customer must provide systems' passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Requesting technical assistance from Extreme Networks in diagnosing a fault prior to requesting parts replacement.
- Using all reasonable efforts to maintain Operational Software products major releases installed at sites at the most current release level.
- Using the versions of Operational Software currently supported by Extreme Networks. If the Operational Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support. Support for Application Software must be purchased separately under Software Subscription as defined in Extreme's then-current Price List, if available.

## 7.0 Assumptions

The following assumptions govern the delivery of ExtremeWorks Return and Replace service:

- Acknowledging that the customer's right to use the Operational Software releases is subject to the software licensing terms of the applicable purchasing/licensing agreement under which the customer purchased/licensed its products from Extreme Networks, and any associated terms and conditions contained therein.
- Extreme Networks will make commercially reasonable efforts to ship, at its expense, a replaceable hardware FRU to arrive at the customer's designated location within the specified time frame and based on the parameters indicated in Appendix A. In certain geographies, the customer may be responsible for the cost of importing replacement product, including customs and duty fees. Please consult with Extreme Networks or your authorized Extreme Networks Services Partner to learn whether your location is included.
- For the purpose of providing support services, Extreme Networks will have the right at any time to audit a contracted site through software, remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to conform to the customer's network size and/or to verify the software eligibility status, except as otherwise may be prohibited by applicable law.
- If the customer's Operational Software is a version that is not currently supported, and the non-conformance is corrected in a supported version, then the customer will be advised to upgrade to obtain assistance. Extreme Networks will not incorporate software fixes or corrections into versions of Operational Software other than those currently supported in accordance with Extreme Networks' Product End of Life and Support Plan End of Life Policy. Extreme Networks does not represent or warrant that all nonconformance of the Operational Software can be corrected.
- Parts Repair and FRU delivery is subject to the hours of coverage and response times as identified in Appendix A.
- Operational Software products major releases and upgrades are provided for distribution only to the customer for use on or with the Extreme Networks-supplied products on which they operate, in accordance with the Extreme Networks published specifications.

- Operational Software upgrades may be obtained through Extreme Networks' Web site after establishing a web account and are only available for the Covered Product that is registered. Use of Operational Software upgrades shall be subject to the terms and conditions of said software.
- Customer will maintain and backup all configuration data.
- The [terms and conditions](#) of Extreme's performance of support and services are as posted [here](#). In the event of any conflict between the language in this Service Description Document and Extreme Networks published terms and conditions, Extreme Networks published terms and conditions shall govern.
- Unless required for operational reasons and elsewhere agreed between the customer and Extreme Networks, the replacement FRU will be at the then-current minimum hardware, software and software release levels as published by Extreme Networks.
- When the hardware or software is part of the same system, it must carry consistent service level coverage. This includes the chassis, modules, circuit packs, software and all other supportable components within the system configuration.

## 8.0 Exclusions

The following are completely out of the scope of ExtremeWorks Return and Replace Service entitlements and are not included herein. Professional Services offerings may be available for purchase and Extreme reserves the right to change for any costs incurred with performance of services affected by any of the following factors below.

- Extreme Networks is not required to provide any services for problems arising out of: (i) Company's failure to implement all Updates issued under the Services; (ii) alterations of or additions to the Products performed by parties other than Extreme; (iii) accident, natural disasters, terrorism, negligence, or misuse of the Products (such as, without limitation, fire, flood, water, wind, lightening or other acts of God, operation outside of environmental specifications or in a manner for which the Products were not designed); (iv) interconnection of the Products with other products not supplied by Extreme, or (v) certain components, including but not limited to the following: spare fan trays, blank panels, cables, cable kits, rack mount kits, brackets, antennas and consumable items.

- Extreme Networks shall only be obligated to support the then-current revision of the Products and the immediately prior revision. Support for any earlier versions or for other problems not covered under the Services may be obtained at then-current rates for special technical services and on Extreme Networks then-current terms and conditions for such services, subject to acceptance by Extreme Networks.
- Extreme Networks will have no liability or obligations for failure of the products to conform to published specifications resulting from the combination of the products with any third-party hardware or software not authorized in Extreme Networks published documentation or when caused by customer's inability to use the products if the products are operating substantially in accordance with published specifications.
- Service availability is subject to geographical limitations, as advised by Extreme Networks upon request. Extreme Networks will have no obligation to meet the response times outlined in the Appendix A if the customer's site is outside of the geographical zone of service availability. If the customer purchases this service for locations outside Extreme Networks advised geographical limitations, Extreme Networks will be required only to use commercially reasonable efforts to replace FRUs as soon as practical after receipt of a defective product from the customer.
- Services such as upgrades to hardware are excluded from the scope of this SDD and should be ordered separately.
- Labor charges for reinstalling the customer's system Operational Software (operational or application) or enduser configuration software, other than what is provided in the customer's backup copy, are not included within the scope of this service. This is a separately charged and scheduled activity. This service does not include support and maintenance of any third party software or hardware not provided by Extreme Networks.
- This service offering and any subsequent service renewals are subject to the terms and conditions of Extreme Networks Product End of Life and Support Plan End of Life policies.
- New releases and upgrades for Application Software, or software releases, updates or upgrades otherwise out-of-scope as defined herein.
- Unless elsewhere agreed in writing between the customer and Extreme Networks in a separate contract, this service does not include root-cause analysis, the provision of fault reports or lead-time/performance metrics.

## Appendix A

### Return and Replace Deliverables

Extreme Networks will make commercially reasonable efforts, at its expense (excluding any and all duties, taxes or government imposed fees if applicable) to see that the replacement hardware FRU arrives at the customer's designated location within the specified time period based upon the system's Response Service Level following completion of diagnostics and the assignment of an RMA Number. Extreme Networks will have no obligation to meet the response times outlined in the appropriate ExtremeWorks Service Description if the customer's site is outside the geographical zone of service availability. Extreme Networks is not responsible for any delays related to import/export or customs regulations or processes, or uncontrollable transportation issues including inability of the customer to allow the actual delivery. A current list of Extreme authorized servicing depots that correspond to the defined ExtremeWorks services offerings, including expected delivery response, defined herein is available on Extreme Networks website.

For Products covered with Return and Replace level of service, the customer pays for the return freight of the product to Extreme Networks, including any applicable taxes, duties and custom fees. Extreme Networks pays the freight of the unit shipped to the customer, excluding any applicable taxes, duties and custom fees.

## Appendix B

### Case Severity and Escalation Guidelines

Extreme Networks will measure and categorize the case priority level of hardware/software problems reported by the customer based on the impact on the network and in accordance with the classification in the table below. If it is not clear which case priority level applies, then the

case priority level assigned by the customer will initially be used. However, if a problem clearly belongs in a given case priority level as defined below, then that level will be used. Notwithstanding the foregoing, case severity and level assignment will be determined in Extreme's sole discretion.

### Service Level Objectives Matrix

Case Priority	Response Time	Restore Time (Software Fix or Workaround)	Update Frequency
C1: Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available	15 Minutes	4 Hours	Up to 4 hours
C2: Customer's network is experiencing intermittent failure or degradation of network or management application.	1 Hour	1 Day	Daily
C3: Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.	8 Hours	10 Days	5 Days
C4: Submission of a product enhancement /new feature request	Immediate Acknowledgement	N/A	N/A

If you do not believe that your support issue is being addressed to meet your business needs you may escalate your request by asking for the GTAC manager on duty.

Additional information on GTAC processes and procedures can be found at the Services tab from the Extreme Networks home page.

### Support Life Cycle Communication Matrix

Notification Levels	C1 - Critical	C2 - High Priority	C3 - Medium Priority
Support Engineer	Immediate	Immediate	Immediate
GTAC Manager	Immediate	Immediate	10 Days
Director, Global Technical Services	Immediate	48 Hours	10 Days
Vice President, Global Technical Services	2 Hours	72 Hours	20 Days
Executive Management (CTO/EVP Eng)	4 Hours	None	None



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## ExtremeWorks® Software Support Service

**Service:** ExtremeWorks Software Support

**Version:** 2.0

**Date:** October 2019

**Availability:** Global

**Order Code:** 97003

### 1.0 Service Overview

Extreme Networks Software Support Service offering provide technical support, and update and/ or upgrade support, for Covered Products (as defined herein).

Extreme service offerings further grant Customers telephone and web access to Extreme Networks Global Technical Assistance Center ("GTAC") 24 hours a day, 365 days a year (24x7) to report problems, ask product-related questions and receive assistance for Extreme Networks Application Software.

### 2.0 Service Levels

ExtremeWorks Software Support Service is available with the following response times:

Service Order Code	Service Levels
97003	ExtremeWorks Software Support

### 3.0 Availability

ExtremeWorks Software Support Service, contracted for a defined period, are available globally, subject to the conditions herein.



## 4.0 Deliverables

Each ExtremeWorks Software Support Service offering includes the following:

- **GTAC Technical Support** – 24x7 telephone support that provides technical assistance with diagnosis of defect or failures in the Extreme Networks hardware and Application Software to conform to published documentation on Covered Products.
- **Escalation Management** – The GTAC is the escalation point for the customer for raising unsatisfactory conditions or immediate concerns associated with the service quality on Covered Products. Please see Appendix A for additional detail.
- **Application Software Updates and Software Upgrades** - Customer is entitled to receive any Application Software or software upgrades that Extreme Networks may develop and generally release on Covered Products. Application Software is defined as software that is not required to operate a network device, such as management software. It is not an enhancement to the Operational Software and may reside on another network device. Application Software updates and upgrades may be obtained through Extreme Networks' Website after establishing a web account and are only available for Covered Product that is registered and subject to Extreme's standard published product documentation and support/maintenance entitlements. Use of Application Software updates and upgrades shall be subject to the ExtremeWorks Support Program Terms and Conditions, in addition to your applicable product license agreement and purchasing terms and conditions.
- **Access to Extreme Networks' Customer Support Website** – which may include but is not limited to (i) status review of known hardware and software problems (ii) access to technical documentation (iii) ability to log a case (iv) status view of outstanding RMAs.

NOTE: Support for Operational Software products, to include entitlement to major and minor releases of the Operational Software products, if available, are not included with the ExtremeWorks Software Support services. Support for Operational Software must be ordered separately via ExtremeWorks services offerings as further published for availability in accordance with Extreme Networks' then-current Price List. Operational Software is defined as embedded software that is required to operate an Extreme Networks network device and is offered for sale as an inclusive component of such hardware network device.





## 5.0 Extreme Networks Responsibilities

Extreme Networks is responsible for:

- Extreme Networks will measure and categorize the case priority level of Application Software problems reported by the customer based on the impact on the network and in accordance with the classification definitions contained in Appendix A. If it is not clear which priority level applies, then the priority level assigned by the customer will be used. However, if a problem clearly belongs in a given priority level, then that level will be used. Case severity and level assignment will be determined in Extreme's sole discretion.
- If Extreme Networks diagnoses that a reported problem is due to non-conformance to published specifications of a supported Application Software version, then Extreme Networks will provide any Application Software fix for the reported non-conformance available at the time the problem is reported, provided that customer is running on a version of Application Software that is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy.

## 6.0 Customer Responsibilities

The Customer is responsible for:

- Ensuring that all covered Application Software is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that software from coverage.
- Ensuring that the products are used and maintained in accordance with the applicable product documentation.
- Providing, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Extreme Networks GTAC engineer. In addition, customer must provide systems' passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Using all reasonable efforts to maintain Application Software products major releases installed at sites at the most current release level.
- Using the versions of Application Software currently supported by Extreme Networks. If the Application

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Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support. Support for Operational Software must be purchased separately under Software Support as defined in Extreme's then-current Price List, if available.

- Using the versions of Application Software currently supported by Extreme Networks. If the Application Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support.

## 7.0 Assumptions

The following assumptions govern the delivery of ExtremeWorks Software Support:

- Acknowledging that the customer's right to use the Application Software releases is subject to the software licensing terms of the applicable purchasing/licensing agreement under which the customer purchased/licensed its products from Extreme Networks, and any associated terms and conditions contained therein.
- For the purpose of providing support services, Extreme Networks will have the right at any time to audit a contracted site through software, remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to conform to the customer's network size and/or to verify the software eligibility status, except as otherwise may be prohibited by applicable law.
- If there is no available Application Software fix, Extreme Networks will use reasonable commercial efforts to remedy such non-conformance, which may include a workaround or other temporary or permanent fix to the Application Software, provided that the reported problem can be verified and/or recreated by Extreme Networks on the then current software version.
- If the customer's software is a version that is not currently supported, and the non-conformance is



corrected in a supported version, then the customer will be advised to upgrade to obtain assistance. Extreme Networks will not incorporate software fixes or corrections into versions of Application Software other than those currently supported in accordance with Extreme Networks' Product End of Life and Support Plan End of Life Policy. Extreme Networks does not represent or warrant that all nonconformance of the Application Software can be corrected.

- Application Software products major releases and upgrades are provided for distribution only to the customer for use on or with the Extreme Networks – supplied products on which they operate, in accordance with the Extreme Networks published specifications.
- Application Software upgrades may be obtained through Extreme Networks; Web site after establishing a web account and are only available for the Covered Product that is registered. Use of Application Software upgrades shall be subject to the terms and conditions of said software.
- Customer will maintain and backup all configuration data.
- The terms and conditions of Extreme's performance of support and services are as posted here. In the event of any conflict between the language in this Service Description Document and Extreme Networks published terms and conditions, Extreme Networks published terms and conditions shall govern.
- When the hardware or software is part of the same system, it must carry consistent service level coverage. This includes the chassis, modules, circuit packs, software and all other supportable components within the system configuration.

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## 8.0 Exclusions

The following are completely out of the scope of ExtremeWorks Software Support Service entitlements and are not included herein. Professional Services offerings may be available for purchase and Extreme reserves the right to charge for any costs incurred with performance of services affected by any of the following factors below.

- Extreme Networks is not required to provide any services for problems arising out of: (i) Company's failure to implement all Updates issued under the Services; (ii) alterations of or additions to the Products performed by parties other than Extreme; (iii) accident, natural disasters, terrorism, negligence, or misuse of the Products (such as, without limitation, fire, flood, water, wind, lightning or other acts of God, operation outside of environmental specifications or in a manner for which the Products were not designed); (iv) interconnection of the Products with other products not supplied by Extreme, or (v) certain components, including but not limited to the following: spare fan trays, blank panels, cables, cable kits, rack mount kits, brackets, antennas and consumable items.
- Extreme Networks shall only be obligated to support the then-current revision of the Products and the immediately prior revision. Support for any earlier versions or for other problems not covered under the Services may be obtained at then-current rates for special technical services and on Extreme Networks then-current terms and conditions for such services, subject to acceptance by Extreme Networks.
  - Extreme Networks will have no liability or obligations for failure of the products to conform to published specifications resulting from the combination of the products with any third-party hardware or software not authorized in Extreme Networks published documentation or when caused by customer's inability to use the products if the products are operating substantially in accordance with published specifications.
  - Labor charges for reinstalling the customer's system Software (operational or application) or end user configuration software, other than what is provided in the customer's backup copy, are not included within the scope of this service. This is a separately charged and scheduled activity.



- New releases and upgrades for Operational Software, or software releases, updates and upgrades otherwise out-of-scope as defined herein.
- Services such as upgrades to hardware are excluded from the scope of this SDD and should be ordered separately.
- The customer acknowledges that any hardware upgrades, improvements or changes required to install or use Application Software product major release or update, or any part thereof are charged separately from and are in addition to the charges of the current contract.
- This service does not include support and maintenance of any third-party software or hardware not provided by Extreme Networks.
- This service does not include the repair or replacement of defective hardware. If Extreme Networks determines that defective Extreme Networks hardware causes a reported problem, then Extreme Networks will advise customer thereof. If the customer desires to remedy such defect, Extreme Networks and the customer will agree upon service at the Extreme Networks then-published per-incident rates, and subsequently Extreme Networks will recommend an appropriate annual hardware contract to the customer of consideration.
- This service offering and any subsequent service renewals are subject to the terms and conditions of Extreme Networks Product End of Life and Support Plan End of Life policy.
- Unless elsewhere agreed in writing between the customer and Extreme Networks in a separate contract, this service does not include root-cause analysis, the provision of fault reports or lead-time/ performance metrics.



## Appendix A: Case Severity and Escalation Guidelines

Extreme Networks will measure and categorize the case priority level of hardware/software problems reported by the customer based on the impact on the network and in accordance with the classification in the table below. If it is not clear which case priority level applies, then the case priority level assigned by the customer

will initially be used. However, if a problem clearly belongs in a given case priority level as defined below, then that level will be used. Notwithstanding the foregoing, case severity and level assignment will be determined in Extreme's sole discretion.

## Service Level Objectives Matrix

Case Priority	Response Time	Restore Time (Software Fix or Workaround)	Update Frequency
C1: Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available	15 minutes	4 hours	Up to 4 hours
C2: Customer's network is experiencing intermittent failure or degradation of network or management application.	1 hour	1 day	daily
C3: Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.	8 hours	10 days	5 days
C4: Submission of a product enhancement /new feature request	Immediate Acknowledgment	N/A	N/A

If you do not believe that your support issue is being addressed to meet your business needs you may escalate your request by asking for the GTAC manager on duty.

Additional information on GTAC processes and procedures can be found at the Services tab from the Extreme Networks home page.

## Support Life Cycle Communication Matrix

Notification Levels	C1 - Critical	C2 - High Priority	C3 - Medium Priority
Support Engineer	Immediate	Immediate	Immediate
GTAC Manager	Immediate	Immediate	10 days
Director, Global Technical Services	Immediate	48 hours	10 days
Vice President, Global Technical Services	2 hours	72 hours	20 days
Executive Management (CTO/EVP Eng.)	4 hours	None	None



# ExtremeWorks® Software and Global Technical Assistance Center (GTAC) Service

**Service:** ExtremeWorks Software and Global Technical Assistance Center (GTAC) Service

**Version:** 1.2

**Date:** July 2018

**Availability:** Global

**Order Code:** 97000

## 1.0 Service Overview

Extreme Networks Software and GTAC Service offering provides technical support and update and/or upgrade support, for Covered Products (as defined herein).

Extreme service offerings further grant Customers telephone and web access to Extreme Networks Global Technical Assistance Center ("GTAC") 24 hours a day, 365 days a year (24x7) to report problems, ask product-related questions and receive assistance for Extreme Networks hardware and Operational Software.

## 2.0 Service Levels

ExtremeWorks Software and GTAC Support has the following Services Order Code:

Service Order Code	Service Levels
97000	Software and GTAC

## 3.0 Availability

ExtremeWorks Software and GTAC Service, contracted for a defined period, is available globally, subject to the conditions herein.

## 4.0 Deliverables

ExtremeWorks Software and GTAC service offering includes the following:

- **GTAC Technical Support** - 24x7 telephone support that provides technical assistance with diagnosis of defect or failures in the Extreme Networks hardware and Operational Software to conform to published documentation on Covered Products.

- **Escalation Management** - The GTAC is the escalation point for the customer for raising unsatisfactory conditions or immediate concerns associated with the service quality on Covered Products. See Appendix A for additional detail.
- **Operational Software Updates and Upgrades** - Customer is entitled to receive any Operational Software or Operational Software upgrades that Extreme Networks may develop and generally release on Covered Products. Operational Software is defined as embedded software that is required to operate an Extreme Networks network device and is offered for sale as an inclusive component of such hardware network device product as described in Extreme Networks' published price list applicable to such hardware product ("Covered Product").

Operational Software updates and upgrades may be obtained through Extreme Networks' Website after establishing a web account and are only available for Covered Product that is registered and subject to Extreme's standard published product documentation and support/maintenance entitlements. Use of Operational Software updates and upgrades shall be subject to the ExtremeWorks Support Program Terms and Conditions, in addition to your applicable product license agreement and purchasing terms and conditions.

NOTE: Support for Application Software products, including subscription to include entitlement to major and minor releases of the Application Software products, if available, are not included with the ExtremeWorks Software and GTAC Service. Subscription and support for Application Software must be ordered separately via ExtremeWorks Software Subscription services offerings as further published for availability in accordance with Extreme Networks' then-current Price List (currently categorized as order code 97003).

- **Access to Extreme Networks' Customer Support Website** - which may include, but is not limited to (i) status review of known hardware and software problems (ii) access to technical documentation (iii) ability to log a case (iv) status view of outstanding RMAs.

## 5.0 Extreme Networks Responsibilities

Extreme Networks is responsible for:

- Extreme Networks will measure and categorize the case priority level of software problems reported by the customer based on the impact on the network and in accordance with the classification definitions contained in Appendix A. If it is not clear which priority level applies, then the priority level assigned by the customer will be used. However, if a problem clearly belongs in a given priority level, then that level will be used. Case severity and level assignment will be determined in Extreme's sole discretion.
- If Extreme Networks diagnoses that a reported problem is due to non-conformance to published specifications of a supported Operational Software version, then Extreme Networks will provide any Operational Software fix for the reported non-conformance available at the time the problem is reported, provided that customer is running on a version of Operational Software that is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy.

## 6.0 Customer Responsibilities

The Customer is responsible for:

- Ensuring that all covered hardware is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that hardware from coverage.
- Ensuring that the products are used and maintained in accordance with the applicable product documentation.
- Providing, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Extreme Networks GTAC engineer and provide systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Using all reasonable efforts to maintain Operational Software products major releases installed at sites at the most current release level.

- Using the versions of Operational Software currently supported by Extreme Networks. If the Operational Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support. Support for Application Software must be purchased separately under Software Subscription as defined in Extreme's then-current Price List, if available.

## 7.0 Assumptions

The following assumptions govern the delivery of ExtremeWorks

Software and GTAC Support:

- Acknowledging that the customer's right to use the Operational Software releases is subject to the software licensing terms of the applicable purchasing/licensing agreement under which the customer purchased/licensed its products from Extreme Networks, and any associated terms and conditions contained therein.
- For the purpose of providing support services, Extreme Networks will have the right at any time to audit a contracted site through software, remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to conform to the customer's network size and/or to verify the software eligibility status, except as otherwise may be prohibited by applicable law.
- If there is no available Operational Software fix, Extreme Networks will use reasonable commercial efforts to remedy such non-conformance, which may include a workaround or other temporary or permanent fix to the Operational Software, provided that the reported problem can be verified and/or recreated by Extreme Networks on the then current software version.
- If the customer's Operational Software is a version that is not currently supported, and the non-conformance is corrected in a supported version, then the customer will be advised to upgrade to obtain assistance. Extreme Networks will not incorporate software fixes or corrections into versions of Operational Software other than those currently supported in accordance with Extreme Networks' Product End of Life and Support Plan End of Life Policy. Extreme Networks does not represent or warrant that all nonconformance of the Operational Software can be corrected.

- Operational Software products major releases and upgrades are provided for distribution only to the customer for use on or with the Extreme Networks-supplied products on which they operate, in accordance with the Extreme Networks published specifications.
- Operational Software upgrades may be obtained through Extreme Networks' Web site after establishing a web account and are only available for the Covered Product that is registered. Use of Operational Software upgrades shall be subject to the terms and conditions of said software.
- Customer will maintain and backup all configuration data.
- The [terms and conditions](#) of Extreme's performance of support and services are as posted [here](#). In the event of any conflict between the language in this Service Description Document and Extreme Networks published terms and conditions, Extreme Networks published terms and conditions shall govern.
- When the hardware or software is part of the same system, it must carry consistent service level coverage. This includes the chassis, modules, circuit packs, software and all other supportable components within the system configuration.

## 8.0 Exclusions

The following are completely out of the scope of ExtremeWorks Software and GTAC Service entitlements and are not included herein. Professional Services offerings may be available for purchase and Extreme reserves the right to change for any costs incurred with performance of services affected by any of the following factors below.

- Extreme Networks is not required to provide any services for problems arising out of: (i) Company's failure to implement all Updates issued under the Services; (ii) alterations of or additions to the Products performed by parties other than Extreme; (iii) accident, natural disasters, terrorism, negligence, or misuse of the Products (such as, without limitation, fire, flood, water, wind, lightening or other acts of God, operation outside of environmental specifications or in a manner for which the Products were not designed); (iv) interconnection of the Products with other products not supplied by Extreme, or (v) certain components, including but not limited to the following: spare fan trays, blank panels, cables, cable kits, rack mount kits, brackets, antennas and consumable items.
  - Extreme Networks shall only be obligated to support the then-current revision of the Products and the immediately prior revision. Support for any earlier versions or for other problems not covered under the
- Services may be obtained at then-current rates for special technical services and on Extreme Networks then-current terms and conditions for such services, subject to acceptance by Extreme Networks.
- Extreme Networks will have no liability or obligations for failure of the products to conform to published specifications resulting from the combination of the products with any third-party hardware or software not authorized in the Extreme Networks published documentation or when caused by customer's inability to use the products if the products are operating substantially in accordance with published specifications.
  - Labor charges for reinstalling the customer's system Operational Software (operational or application) or enduser configuration software, other than what is provided in the customer's backup copy, are not included within the scope of this service. This is a separately charged and scheduled activity.
  - Services such as upgrades to hardware are excluded from the scope of this SDD and should be ordered separately.
  - The customer acknowledges that any hardware upgrades, improvements or changes required to install or use an Operational Software product major release or update or any part thereof are charged separately from and are in addition to the charges of the current contract.
  - This service does not include support and maintenance of any third party software or hardware not provided by Extreme Networks.
  - This service does not include the repair or replacement of defective hardware. If Extreme Networks determines that defective Extreme Networks hardware causes a reported problem, then Extreme Networks will advise customer thereof. If the customer desires to remedy such defect, Extreme Networks and the customer will agree upon service at the Extreme Networks then-published per-incident rates, and subsequently Extreme Networks will recommend an appropriate annual hardware contract to the customer for consideration.
  - This service offering and any subsequent service renewal is subject to the terms and conditions of the applicable Extreme Networks Product End of Life and Support Plan End of Life policy.
  - New releases and upgrades for Application Software, or software releases, updates or upgrades otherwise out-of-scope as defined herein.
  - Unless elsewhere agreed in writing between the customer and Extreme Networks in a separate contract, this service does not include root-cause analysis, the provision of fault reports or lead-time/performance metrics.

## Appendix A

### Case Severity and Escalation Guidelines

Extreme Networks will measure and categorize the case priority level of hardware/software problems reported by the customer based on the impact on the network and in accordance with the classification in the table below. If it is not clear which case priority level applies, then the

case priority level assigned by the customer will initially be used. However, if a problem clearly belongs in a given case priority level as defined below, then that level will be used. Notwithstanding the foregoing, case severity and level assignment will be determined in Extreme's sole discretion.

### Support Level Objectives Matrix

Case Priority	Response Time	Restore Time (Software Fix or Workaround)	Update Frequency
C1: Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available	15 Minutes	4 hours	Up to 4 hours
C2: Customer's network is experiencing intermittent failure or degradation of network or management application.	1 Hour	1 Day	Daily
C3: Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.	8 Hours	10 Days	5 Days
C4: Submission of a product enhancement /new feature request	Immediate Acknowledgement	N/A	N/A

If you do not believe that your support issue is being addressed to meet your business needs you may escalate your request by asking for the GTAC manager on duty.

Additional information on GTAC processes and procedures can be found at the Services tab from the Extreme Networks home page.

### Support Life Cycle Communication Matrix

Notification Levels	C1 - Critical	C2 - High Priority	C3 - Medium Priority
Support Engineer	Immediate	Immediate	Immediate
GTAC Manager	Immediate	Immediate	10 Days
Director, Global Technical Services	Immediate	48 Hours	10 Days
Vice President, Global Technical Services	2 Hours	72 Hours	20 Days
Executive Management (CTO/EVP Eng)	4 Hours	None	None



<http://www.extremenetworks.com/contact> / Phone +1-408-579-2800

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## ExtremeWorks® AHR Service

**Service:** ExtremeWorks Advanced Hardware Replacement Service (Next Business Day and 4 Hour Response)

**Version:** 2.1

**Date:** July 2018

**Availability:** Global

**Order Code:** 97004 and 97007

### 1.0 Service Overview

Extreme Networks Advanced Hardware Replacement Services offerings provide technical support, update and/or upgrade support, and advanced parts replacement for Covered Products (as defined herein) according to particular levels of purchase. Upon diagnosis of a reported failure, service offerings cover the replacement part arrival within the response time specified for the service level purchased, subject to the conditions defined herein.

Extreme service offerings further grant Customers telephone and web access to Extreme Networks Global Technical Assistance Center ("GTAC") 24 hours a day, 365 days a year (24x7) to report problems, ask product-related questions and receive assistance for Extreme Networks hardware and Operational Software.

### 2.0 Service Levels

ExtremeWorks Advanced Hardware Replacement Services are available with the following response times depending upon the offering purchased:

Service Order Code	Service Levels	FRU Response Time*
97004	ExtremeWorks NBD Advanced Hardware Replacement	Next Business Day
97007	ExtremeWorks 4 Hour Advanced Hardware Replacement	24x7 - 4 Hours

\*Diagnosis and troubleshooting required to identify the faulty Field Replaceable Unit ("FRU") to be replaced must be completed prior to requesting the replacement FRU. The response time interval starts after the GTAC validates the customer's request for a replacement FRU and assigns an RMA number.

### 3.0 Availability

ExtremeWorks Advanced Hardware Replacement Services, contracted for a defined period, are available globally from key business locations, subject to the conditions herein. Please refer to Appendix A for addition information on availability and restrictions by geography.

### 4.0 Deliverables

Each ExtremeWorks Advanced Hardware Replacement Service offer includes the following:

- **GTAC Technical Support** - 24x7 telephone support that provides technical assistance with diagnosis of defect or failures in the Extreme Networks hardware and Operational Software to conform to published documentation on Covered Products.
- **Escalation Management** - The GTAC is the escalation point for the customer for raising unsatisfactory conditions or immediate concerns associated with the service quality on Covered Products. Please see Appendix B for additional detail.
- **Advanced Shipment** - Extreme Networks provides for the advanced shipment of FRUs to the customer's contracted sites within the contract response time on Covered Products. A request for a replacement FRU is validated by GTAC and a Return Material Authorization (RMA) number is assigned. Extreme Networks will pick, pack and dispatch the replacement FRU using a commercial delivery service to make the delivery to the customer's contracted site. The replacement FRU will be delivered within the contracted response time, subject to the regional restrictions, response times, and diagnostic requirements identified in Appendix A.

- **Operational Software Updates and Upgrades** – Customer is entitled to receive any Operational Software or Operational Software upgrades that Extreme Networks may develop and generally release on Covered Products. Operational Software is defined as embedded software that is required to operate an Extreme Networks network device and is offered for sale as an inclusive component of such hardware network device product as described in Extreme Networks' published price list applicable to such hardware product ("Covered Product"). Operational Software updates and upgrades may be obtained through Extreme Networks' Website after establishing a web account and are only available for Covered Product that is registered and subject to Extreme's standard published product documentation and support/ maintenance entitlements. Use of Operational Software updates and upgrades shall be subject to the ExtremeWorks Support Program Terms and Conditions, in addition to your applicable product license agreement and purchasing terms and conditions.

NOTE: Support for Application Software products, including subscription to include entitlement to major and minor releases of the Application Software products, if available, are not included with the ExtremeWorks Advanced Hardware Replacement Services. Subscription and support for Application Software must be ordered separately via ExtremeWorks Software Subscription services offerings as further published for availability in accordance with Extreme Networks' then-current Price List (currently categorized as order code 97003).

- **Access to Extreme Networks' Customer Support Website** – which may include, but is not limited to (i) status review of known hardware and software problems (ii) access to technical documentation (iii) ability to log a case (iv) status view of outstanding RMAs.

## 5.0 Extreme Networks Responsibilities

Extreme Networks is responsible for:

- Assisting with fault diagnosis required to identify the FRU to be replaced and to occur prior to assignment of the RMA number.
- Assigning an RMA number to each FRU to be replaced and notifying the customer of the relevant RMA numbers.
- Shipping a replacement FRU on an advance exchange basis to the customer's location per the applicable availability and restrictions in Appendix A.

- Extreme Networks will measure and categorize the case priority level of software problems reported by the customer based on the impact on the network and in accordance with the classification definitions contained in Appendix B. If it is not clear which priority level applies, then the priority level assigned by the customer will be used. However, if a problem clearly belongs in a given priority level, then that level will be used. Case severity and level assignment will be determined in Extreme's sole discretion.
- If Extreme Networks diagnoses that a reported problem is due to non-conformance to published specifications of a supported Operational Software version, then Extreme Networks will provide any Operational Software fix for the reported non-conformance available at the time the problem is reported, provided that customer is running on a version of Operational Software that is currently supported, as identified in the Extreme Networks Product End of Life Policy.

## 6.0 Customer Responsibilities

The Customer is responsible for:

- Advising Extreme Networks, in writing, of any change of location for Covered Products to ensure proper dispatch and delivery.
- Ensuring that all covered hardware is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that hardware from coverage.
- Ensuring that the products are used and maintained in accordance with the applicable product documentation.
- Returning the defective FRU to an authorized Extreme Networks repair facility. In the event that you fail to return the defective FRU within ten (10) business days of receipt of the replacement FRU, Extreme Networks reserves the right to invoice you for such product or product component based on the current list price. Failure to return defective parts in a timely manner may result in the suspension of future advance hardware replacement service delivery from Extreme Networks.
- Providing, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Extreme Networks GTAC engineer. In addition, customer must provide systems' passwords so that problems may be diagnosed and, where possible, corrected remotely.

- Using all reasonable efforts to maintain software products major releases installed at sites at the most current release level.
- Using the versions of Operational Software currently supported by Extreme Networks. If the Operational Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support. Support for Application Software must be purchased separately under Software Subscription as defined in Extreme's then-current Price List, if available.
- Operational Software upgrades may be obtained through Extreme Networks' Web site after establishing a web account and are only available for the Covered Product that is registered. Use of Operational Software upgrades shall be subject to the terms and conditions of said software.
- Customer will maintain and backup all configuration data.
- The terms and conditions of Extreme's performance of support and services are as posted here. In the event of any conflict between the language in this Service Description Document and Extreme Networks published terms and conditions, Extreme Networks published terms and conditions shall govern.
- Unless required for operational reasons and elsewhere agreed between the customer and Extreme Networks, the replacement FRU will be at the then-current minimum hardware, software and software release levels as published by Extreme Networks.
- When the hardware or software is part of the same system, it must carry consistent service level coverage. This includes the chassis, modules, circuit packs, software and all other supportable components within the system configuration.

## 7.0 Assumptions

The following assumptions govern the delivery of ExtremeWorks Advance Hardware Replacement Service:

- Extreme Networks will make commercially reasonable efforts to ship, at its expense, a replaceable hardware FRU to arrive at the customer's designated location within the specified time frame and based on the parameters indicated in Appendix A. In certain geographies, the customer may be responsible for the cost of importing replacement product, including customs and duty fees. Please consult with Extreme Networks or your authorized Extreme Networks Services Partner to learn whether your location is included.
- For the purpose of providing support services, Extreme Networks will have the right at any time to audit a contracted site through software, remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to conform to the customer's network size and/or to verify the software eligibility status, except as otherwise may be prohibited by applicable law.
- FRU delivery is subject to the hours of coverage and response times as identified in Appendix A.
- If the customer's Operational Software is a version that is not currently supported, and the non-conformance is corrected in a supported version, then the customer will be advised to upgrade to obtain assistance. Extreme Networks will not incorporate software fixes or corrections into versions of Operational Software other than those currently supported in accordance with Extreme Networks' Product
- End of Life and Support Plan End of Life Policy. Extreme Networks does not represent or warrant that all nonconformance of the Operational Software can be corrected.

## 8.0 Exclusions

The following are completely out of the scope of ExtremeWorks Advance Hardware Replacement Services entitlements and are not included herein. Professional Services offerings may be available for purchase and Extreme reserves the right to charge for any costs incurred with performance of services affected by any of the following factors below.

- Extreme Networks is not required to provide any services for problems arising out of: (i) Company's failure to implement all Updates issued under the Services; (ii) alterations of or additions to the Products performed by parties other than Extreme; (iii) accident, natural disasters, terrorism, negligence, or misuse of the Products (such as, without limitation, fire, flood, water, wind, lightning or other acts of God, operation outside of environmental specifications or in a manner for which the Products were not designed); (iv) interconnection of the Products with other products not supplied by Extreme, or (v) certain components, including but not limited to the following: spare fan trays, blank panels, cables, cable kits, rack mount kits, brackets, antennas and consumable items.

- Extreme Networks shall only be obligated to support the then-current revision of the Products and the immediately prior revision. Support for any earlier versions or for other problems not covered under the Services may be obtained at then-current rates for special technical services and on Extreme Networks then-current terms and conditions for such services, subject to acceptance by Extreme Networks.
- Extreme Networks will have no liability or obligations for failure of the products to conform to published specifications resulting from the combination of the products with any third-party hardware or software not authorized in Extreme Networks published documentation or when caused by customer's inability to use the products if the products are operating substantially in accordance with published specifications.
- Service availability is subject to geographical limitations, as advised by Extreme Networks upon request. Extreme Networks will have no obligation to meet the response times outlined in the Appendix A if the customer's site is outside of the geographical zone of service availability. If the customer purchases this service for locations outside Extreme Networks advised geographical limitations, Extreme Networks will be required only to use commercially reasonable efforts to replace FRUs as soon as practical after receipt of a request from the customer.
- Services such as upgrades to hardware are excluded from the scope of this SDD and should be ordered separately.
- Labor charges for reinstalling the customer's system Operational Software (operational or application) or end user configuration software, other than what is provided in the customer's backup copy, are not included within the scope of this service. This is a separately charged and scheduled activity.
- This service does not include support and maintenance of any third party software or hardware not provided by Extreme Networks.
- This service offering and any subsequent service renewals are subject to the terms and conditions of Extreme Networks Product End of Life and Support Plan End of Life policy.
- New releases and upgrades for Application Software, or software releases, updates or upgrades otherwise out-of-scope as defined herein.
- Unless elsewhere agreed in writing between the customer and Extreme Networks in a separate contract, this service does not include root-cause analysis, the provision of fault reports or lead-time/performance metrics.

## Appendix A

### ExtremeWorks Advance Hardware Replacement Services Deliverables

Extreme Networks will make commercially reasonable efforts, at its expense (excluding any and all duties, taxes or government imposed fees if applicable) to see that the replacement hardware FRU arrives at the customer's designated location within the specified time period based upon the system's Response Service Level following completion of diagnostics and the assignment of an RMA Number. Extreme Networks will have no obligation to meet the response times outlined in the appropriate ExtremeWorks Service Description if the customer's site is outside the geographical zone of service availability. Extreme Networks is not responsible for any delays related to import/export or customs regulations or processes, or uncontrollable transportation issues including inability of the customer to allow the actual delivery of services. Delivery targets for RMA's including but not limited to oversized/heavy weight items may fall outside the posted SLA. A current list of Extreme authorized servicing depots that correspond to the defined ExtremeWorks services offerings, including expected delivery response, defined herein is available [here](#).

#### Next Business Day

Where Next Business Day Advanced Hardware Replacement Services is available, Extreme Networks must process the RMA relating to the defective product per the Advanced Exchange RMA Times section of the Extreme Networks Service Availability Matrix, Monday through Friday, in order to deliver the replacement product to your site, by the end of day of the Next Business Day. Otherwise Second Business Day delivery will be provided for RMA's approved after the time indicated.

Next Business Day delivery is generally available in these geographical locations:

- North America: United State and Canada
- EMEA: Most European Union Countries, Switzerland and South Africa
- LATAM: Argentina, Brazil, Columbia, Mexico
- APJC: Australia, China, India, Japan, Philippines

NOTE: Please check the Extreme Networks Service Availability Matrix for locations that may be excluded.

Where Next Business Day delivery of the part is not available, Advanced Hardware Replacement will ship on the same business day provided Extreme Networks processed the RMA relating to the defective product per the Advanced Exchange RMA Times section of the Extreme Networks Service Availability Matrix, Monday through Friday in order to ship the replacement product to your site, otherwise Next Business Day shipment will be provided for RMA's processed after the time indicated. Estimated delivery times to country are available via the Extreme Networks [Service Availability Matrix](#).

#### 4 Hour

4 Hour Advanced Hardware Replacement Service is only available to you within one hundred (100) miles (160 kilometers) of an Extreme Networks parts depot. All 4 Hour support contracts require customer site location pre approval from Extreme Networks before Extreme Networks will accept a purchase order for the applicable 4 Hour support plan.

Email [4houravailability@extremenetworks.com](mailto:4houravailability@extremenetworks.com) for confirmation of service delivery availability.

Extreme Networks provides parts at customer's designated location provided that Extreme Networks has validated a Hardware failure and a Return Material Authorization (RMA) number has been assigned. Four-Hour Advanced Hardware Replacement response is available twenty-four (24) hours per day, seven (7) days per week, including Extreme Networks observed holidays.

Please work with your regional service sales manager to determine coverage.

## Appendix B

### Case Severity and Escalation Guidelines

Extreme Networks will measure and categorize the case priority level of hardware/software problems reported by the customer based on the impact on the network and in accordance with the classification in the table below. If it is not clear which case priority level applies, then the case

priority level assigned by the customer will initially be used. However, if a problem clearly belongs in a given case priority level as defined below, then that level will be used. Notwithstanding the foregoing, case severity and level assignment will be determined in Extreme's sole discretion.

Case Priority	Response Time	Restore time (Software fix or workaround)	Update Frequency
C1: Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available	15 minutes	4 hours	Up to 4 hours
C2: Customer's network is experiencing intermittent failure or degradation of network or management application.	1 hour	1 day	Daily
C3: Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.	8 hours	10 days	5 days
C4: Submission of a product enhancement /new feature request	Immediate Acknowledgment	N/A	N/A

If you do not believe that your support issue is being addressed to meet your business needs you may escalate your request by asking for the GTAC manager on duty.

Additional information on GTAC processes and procedures can be found at the Services tab from the Extreme Networks home page.

### Support Life Cycle Communication Matrix

Notification Levels	C1 - Critical	C2 - High Priority	C3 - Medium Priority
Support Engineer	Immediate	Immediate	Immediate
GTAC Manager	Immediate	Immediate	10 days
Director, Global Technical Services	Immediate	48 hours	10 days
Vice President, Global Technical Services	2 hours	72 hours	20 days
Executive Management (CTO/EVP Eng)	4 hours	None	None



<http://www.extremenetworks.com/contact> / Phone +1-408-579-2800

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**EXHIBIT B****INSURANCE 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.

<b>TYPE OF INSURANCE</b>	<b>AMOUNT OF INSURANCE</b>	<b>PROVISIONS</b>
<b>1. 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><i>TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.</i></b>
<b>2. 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><i>TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.</i></b>
<b>3. 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><i>TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII-rated or above.</i></b>

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

With respect to the foregoing insurance,

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

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

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

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

**AGREEMENT**

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

**Project/Bid#** \_\_\_\_\_  
**Company:** Solid IT Networks  
**Printed Name:** Roger Erazior  
**Signature:** *Roger Erazior* **Date:** 11/4/2020

C2EC531A6E4E4D4...





**Contact:** Kim Grenier  
**Phone:** 346-229-2435  
**Email:** [kgrenier@soliditnetworks.com](mailto:kgrenier@soliditnetworks.com)  
**Web:** <http://www.solidit.com>

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*Solid Relationships, Solid Solutions*

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EXHIBIT C

**APs, Cabling & Solid IT Professional Services - DIR-TSO-4339 & DIR-TSO-4296**

Quote #017077

Version 3

Prepared for:

**City Of Addison**



Contact:

Kim Grenier

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## PREPARED FOR:

City Of Addison  
Zeis Chen  
5350 Belt Line  
Addison, TX 75240  
zchen@addisontx.gov

DATE	NUMBER	VER
10/29/2020	017077	3

## PROJECT

APs, Cabling & Solid IT Professional Services - DIR-TSO-4339 &  
DIR-TSO-4296

## Central Fire

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
AP305C-FCC	Extreme Networks ExtremeWireless AP305C - Wireless access point - 802.11ac Wave 2, 802.11ax - Bluetooth, Wi-Fi - Dual Band	\$555.00	\$229.99	11	\$2,529.89
97000-AP305C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP305C-FCC	\$150.00	\$69.00	11	\$759.00
AP510C-FCC	Extreme Networks ExtremeWireless AP510C - Wireless access point - Bluetooth 4.2, 802.11ac Wave 2, 802.11ax - Bluetooth, Wi-Fi - Dual Band	\$1,499.00	\$621.19	2	\$1,242.38
97000-AP510C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP510C-FCC	\$150.00	\$126.00	2	\$252.00
AP460S12C-FCC	Extreme Networks ExtremeCloud IQ AP460S12C-FCC - Wireless access point - 5 GHz	\$1,200.00	\$497.28	1	\$497.28
97000-AP460S12C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP460S12C-FCC	\$150.00	\$69.00	1	\$69.00
AH-ACC-BKT-ASM	Aerohive Mounting Bracket for Wireless Access Point	\$47.00	\$19.48	1	\$19.48
XIQ-PIL-S-C-EW	Aerohive - XIQ Pilot SaaS EW SaaS Support - ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for One (1) Device (2190 Days)	\$900.00	\$350.91	14	\$4,912.74
<b>Central Fire Subtotal</b>					<b>\$10,281.77</b>

## Finance

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
AP305C-FCC	Extreme Networks ExtremeWireless AP305C - Wireless access point - 802.11ac Wave 2, 802.11ax - Bluetooth, Wi-Fi - Dual Band	\$555.00	\$229.99	6	\$1,379.94
97000-AP305C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP305C-FCC	\$150.00	\$69.00	6	\$414.00
AP510C-FCC	Extreme Networks ExtremeWireless AP510C - Wireless access point - Bluetooth 4.2, 802.11ac Wave 2, 802.11ax - Bluetooth, Wi-Fi - Dual Band	\$1,499.00	\$621.19	1	\$621.19



Contact:

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kgrenier@soliditnetworks.com

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## Finance

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
97000-AP510C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP510C-FCC	\$150.00	\$126.00	1	\$126.00
XIQ-PIL-S-C-EW	Aerohive - XIQ Pilot SaaS EW SaaS Support - ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for One (1) Device (2190 Days)	\$900.00	\$350.91	7	\$2,456.37
<b>Finance Subtotal</b>					<b>\$4,997.50</b>

## Firestation 2

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
AP305C-FCC	Extreme Networks ExtremeWireless AP305C - Wireless access point - 802.11ac Wave 2, 802.11ax - Bluetooth, Wi-Fi - Dual Band	\$555.00	\$229.99	6	\$1,379.94
97000-AP305C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP305C-FCC	\$150.00	\$69.00	6	\$414.00
AP460S12C-FCC	Extreme Networks ExtremeCloud IQ AP460S12C-FCC - Wireless access point - 5 GHz	\$1,200.00	\$497.28	2	\$994.56
97000-AP460S12C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP460S12C-FCC	\$150.00	\$69.00	2	\$138.00
AH-ACC-BKT-ASM	Aerohive Mounting Bracket for Wireless Access Point	\$47.00	\$19.48	2	\$38.96
XIQ-PIL-S-C-EW	Aerohive - XIQ Pilot SaaS EW SaaS Support - ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for One (1) Device (2190 Days)	\$900.00	\$350.91	8	\$2,807.28
<b>Firestation 2 Subtotal</b>					<b>\$5,772.74</b>

## Police & Courts

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
AP305C-FCC	Extreme Networks ExtremeWireless AP305C - Wireless access point - 802.11ac Wave 2, 802.11ax - Bluetooth, Wi-Fi - Dual Band	\$555.00	\$229.99	33	\$7,589.67
97000-AP305C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP305C-FCC	\$150.00	\$69.00	33	\$2,277.00
AP510C-FCC	Extreme Networks ExtremeWireless AP510C - Wireless access point - Bluetooth 4.2, 802.11ac Wave 2, 802.11ax - Bluetooth, Wi-Fi - Dual Band	\$1,499.00	\$621.19	4	\$2,484.76
97000-AP510C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP510C-FCC	\$150.00	\$126.00	4	\$504.00
AP460S12C-FCC	Extreme Networks ExtremeCloud IQ AP460S12C-FCC - Wireless access point - 5 GHz	\$1,200.00	\$497.28	6	\$2,983.68



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**Web:** http://www.solidit.com

## Police & Courts

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
97000-AP460S12C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP460S12C-FCC	\$150.00	\$69.00	6	\$414.00
AH-ACC-BKT-ASM	Aerohive Mounting Bracket for Wireless Access Point	\$47.00	\$19.48	6	\$116.88
X435-8P-4S	Extreme Networks ExtremeSwitching Ethernet Switch - 8 Ports - Manageable - 2 Layer Supported - Modular - 124 W PoE Budget - Twisted Pair, Optical Fiber - PoE Ports - Wall Mountable, Rack-mountable	\$995.00	\$425.50	1	\$425.50
97000-X435-8P-4S	Extreme Networks ExtremeWorks Software and TAC - 2190 Days - Service - 24 x 7 - Technical - for P/N:X435-8P-4S	\$336.00	\$168.00	1	\$168.00
10099	Extreme Networks Standard Power Cord - 120 V AC / 13 A - United States - 1	\$29.00	\$7.84	1	\$7.84
XIQ-PIL-S-C-EW	Aerohive - XIQ Pilot SaaS EW SaaS Support - ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for One (1) Device (2190 Days)	\$900.00	\$350.91	44	\$15,440.04
<b>Police &amp; Courts Subtotal</b>					<b>\$32,411.37</b>

## Service Center

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
AP305C-FCC	Extreme Networks ExtremeWireless AP305C - Wireless access point - 802.11ac Wave 2, 802.11ax - Bluetooth, Wi-Fi - Dual Band	\$555.00	\$229.99	23	\$5,289.77
97000-AP305C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP305C-FCC	\$150.00	\$69.00	23	\$1,587.00
AP510C-FCC	Extreme Networks ExtremeWireless AP510C - Wireless access point - Bluetooth 4.2, 802.11ac Wave 2, 802.11ax - Bluetooth, Wi-Fi - Dual Band	\$1,499.00	\$621.19	4	\$2,484.76
97000-AP510C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP510C-FCC	\$150.00	\$126.00	4	\$504.00
AP460S12C-FCC	Extreme Networks ExtremeCloud IQ AP460S12C-FCC - Wireless access point - 5 GHz	\$1,200.00	\$497.28	1	\$497.28
97000-AP460S12C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP460S12C-FCC	\$150.00	\$69.00	1	\$69.00
AH-ACC-BKT-ASM	Aerohive Mounting Bracket for Wireless Access Point	\$47.00	\$19.48	1	\$19.48
X435-8P-4S	Extreme Networks ExtremeSwitching Ethernet Switch - 8 Ports - Manageable - 2 Layer Supported - Modular - 124 W PoE Budget - Twisted Pair, Optical Fiber - PoE Ports - Wall Mountable, Rack-mountable	\$995.00	\$425.50	1	\$425.50
97000-X435-8P-4S	Extreme Networks ExtremeWorks Software and TAC - 2190 Days - Service - 24 x 7 - Technical - for P/N:X435-8P-4S	\$336.00	\$168.00	1	\$168.00



Contact:

Kim Grenier

Phone:

346-229-2435

Email:

kgrenier@soliditnetworks.com

Web:

http://www.solidit.com

## Service Center

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
10099	Extreme Networks Standard Power Cord - 120 V AC / 13 A - United States - 1	\$29.00	\$7.84	1	\$7.84
XIQ-PIL-S-C-EW	Aerohive - XIQ Pilot SaaS EW SaaS Support - ExtremeCloud IQ Pilot Saas Subscription and EW SaaS Support for One (1) Device (2190 Days)	\$900.00	\$350.91	29	\$10,176.39
<b>Service Center Subtotal</b>					<b>\$21,229.02</b>

## Town Hall

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
AP305C-FCC	Extreme Networks ExtremeWireless AP305C - Wireless access point - 802.11ac Wave 2, 802.11ax - Bluetooth, Wi-Fi - Dual Band	\$555.00	\$229.99	7	\$1,609.93
97000-AP305C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP305C-FCC	\$150.00	\$69.00	7	\$483.00
AP510C-FCC	Extreme Networks ExtremeWireless AP510C - Wireless access point - Bluetooth 4.2, 802.11ac Wave 2, 802.11ax - Bluetooth, Wi-Fi - Dual Band	\$1,499.00	\$621.19	4	\$2,484.76
97000-AP510C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP510C-FCC	\$150.00	\$126.00	4	\$504.00
AP460S12C-FCC	Extreme Networks ExtremeCloud IQ AP460S12C-FCC - Wireless access point - 5 GHz	\$1,200.00	\$497.28	1	\$497.28
97000-AP460S12C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP460S12C-FCC	\$150.00	\$69.00	1	\$69.00
AH-ACC-BKT-ASM	Aerohive Mounting Bracket for Wireless Access Point	\$47.00	\$19.48	1	\$19.48
XIQ-PIL-S-C-EW	Aerohive - XIQ Pilot SaaS EW SaaS Support - ExtremeCloud IQ Pilot Saas Subscription and EW SaaS Support for One (1) Device (2190 Days)	\$900.00	\$350.91	12	\$4,210.92
<b>Town Hall Subtotal</b>					<b>\$9,878.37</b>

## Tree House

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
AP305C-FCC	Extreme Networks ExtremeWireless AP305C - Wireless access point - 802.11ac Wave 2, 802.11ax - Bluetooth, Wi-Fi - Dual Band	\$555.00	\$229.99	4	\$919.96
97000-AP305C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP305C-FCC	\$150.00	\$69.00	4	\$276.00
AP510C-FCC	Extreme Networks ExtremeWireless AP510C - Wireless access point - Bluetooth 4.2, 802.11ac Wave 2, 802.11ax - Bluetooth, Wi-Fi - Dual Band	\$1,499.00	\$621.19	4	\$2,484.76



**Contact:** Kim Grenier  
**Phone:** 346-229-2435  
**Email:** kgrenier@soliditnetworks.com  
**Web:** http://www.solidit.com

## Tree House

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
97000-AP510C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP510C-FCC	\$150.00	\$126.00	4	\$504.00
XIQ-PIL-S-C-EW	Aerohive - XIQ Pilot SaaS EW SaaS Support - ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for One (1) Device (2190 Days)	\$900.00	\$350.91	8	\$2,807.28
<b>Tree House Subtotal</b>					<b>\$6,992.00</b>

## Airport

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
AP305C-FCC	Extreme Networks ExtremeWireless AP305C - Wireless access point - 802.11ac Wave 2, 802.11ax - Bluetooth, Wi-Fi - Dual Band	\$555.00	\$229.99	5	\$1,149.95
97000-AP305C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP305C-FCC	\$150.00	\$69.00	5	\$345.00
AP510C-FCC	Extreme Networks ExtremeWireless AP510C - Wireless access point - Bluetooth 4.2, 802.11ac Wave 2, 802.11ax - Bluetooth, Wi-Fi - Dual Band	\$1,499.00	\$621.19	2	\$1,242.38
97000-AP510C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP510C-FCC	\$150.00	\$126.00	2	\$252.00
AP460S12C-FCC	Extreme Networks ExtremeCloud IQ AP460S12C-FCC - Wireless access point - 5 GHz	\$1,200.00	\$497.28	1	\$497.28
97000-AP460S12C-FCC	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: AP460S12C-FCC	\$150.00	\$69.00	1	\$69.00
AH-ACC-BKT-ASM	Aerohive Mounting Bracket for Wireless Access Point	\$47.00	\$19.48	1	\$19.48
XIQ-PIL-S-C-EW	Aerohive - XIQ Pilot SaaS EW SaaS Support - ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for One (1) Device (2190 Days)	\$900.00	\$350.91	8	\$2,807.28
<b>Telecom Subtotal</b>					<b>\$6,382.37</b>

## Cabling

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
RLB-CAT6-PLEN-SINGLE	Cat 6 plenum cable run installed and terminated . Single Run.	\$416.67	\$250.00	73	\$18,250.00
RLB-CAT6-PLEN-SINGLE	Cat 6 plenum cable run installed and terminated . Single Run Outdoor cable	\$625.00	\$375.00	5	\$1,875.00
RLB-INSTALL	Installation and Documentation	\$83.33	\$50.00	128	\$6,400.00
Misc	Scissor lift rental 1 day	\$1,125.00	\$675.00	3	\$2,025.00



**Contact:** Kim Grenier  
**Phone:** 346-229-2435  
**Email:** kgrenier@soliditnetworks.com  
**Web:** http://www.solidit.com

## Cabling

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
48 Port Patch Panel	2U 48-Port High-Density Unloaded Keystone Patch Panel from Quest Technology. Color-coded icon tabs for easy port labeling and identification.	\$72.81	\$43.69	1	\$43.69
NBP-2224	24-Port High-Density Unloaded Keystone Patch Panel	\$47.81	\$28.69	1	\$28.69
Patch Cables	Four pairs of copper wire utilizing all wire pairs offering 1 gigabit per second (Gbps)	\$11.13	\$6.68	145	\$968.60
<b>Cabling Subtotal</b>					<b>\$29,590.98</b>

## 2 Day WiFi Configuration

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
SRV-SIT-NW-INSTALL	WiFi Configuration - 2 Days of WiFi Configuration	\$4,650.00	\$3,720.00	1	\$3,720.00
<b>2 Day WiFi Configuration Subtotal</b>					<b>\$3,720.00</b>

## Quote Totals

SECTION	TOTAL
Central Fire	\$10,281.77
Finance	\$4,997.50
Firestation 2	\$5,772.74
Police & Courts	\$32,411.37
Service Center	\$21,229.02
Town Hall	\$9,878.37
Tree House	\$6,992.00
Telecom	\$6,382.37
Cabling	\$29,590.98
2 Day WiFi Configuration	\$3,720.00
<b>Total</b>	<b>\$131,256.12</b>

Additional Taxes or shipping charges may apply. Payments by credit card will be subject to an additional 4% processing fee. Manufacturer and Distribution warranty, cancellation, and return policies will apply. Please note that pricing data is updated frequently and may change without notice.

Solid IT Networks, Inc. asserts the information submitted in connection with this quotation is confidential, and if released, may give advantage to a competitor, and therefore should not be disclosed to third parties. In addition, Solid IT asserts the information submitted contains internal proprietary methods in preparing the network configuration and implementation of the work and also may constitute trade secrets which should not be disclosed.

Signature

Date



**Contact:** Kim Grenier  
**Phone:** 346-229-2435  
**Email:** [kgrenier@soliditnetworks.com](mailto:kgrenier@soliditnetworks.com)  
**Web:** <http://www.solidit.com>

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 **Note**

*Due to Covid-19 and pandemic circumstances, product availability and lead times may vary. Also, tariffs on products imported from certain foreign countries may be imposed in the future. This may result in higher list prices on affected SKUs. We will be working closely with our networking manufacturers to try to minimize the effect for our customers. Note that we do not have control over product availability, import issues or border delays and this may result in orders being received after tariffs are increased and hence additional costs. We recommend that orders be processed ASAP.*



**Council Meeting**

7.

**Meeting Date:** 12/08/2020

**Department:** Infrastructure- Development Services

**Pillars:** Excellence in Transportation Systems

**Milestones:** Improve all modes of transportation with infrastructure in an acceptable condition and well maintained

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**AGENDA CAPTION:**

Consider Action on a **Resolution Approving a License Agreement Between the Town of Addison and Dallas Area Rapid Transit (DART) for the Construction, Installation, Maintenance, and Operation of a Waterline Along Midway Road; Approving the Abandonment of an Existing Waterline and Sanitary Sewer Line; and, Authorizing the City Manager to Execute the Agreement.**

**BACKGROUND:**

In conjunction with the Town of Addison Midway Road Revitalization Project, a new waterline and paving improvements will be constructed, as well as the abandonment of an existing waterline and sanitary sewer line. These improvements and modifications will cross the DART Railroad Right-of-Way (ROW) just north of where the Arapaho Road Bridge crosses over Midway Road.

For permanent improvements to be constructed, operated and maintained within the Railroad ROW, DART requires a License Agreement be executed to establish the design, construction, operation and maintenance requirements for the improvements.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Midway Dart License Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A LICENSE AGREEMENT BETWEEN THE TOWN OF ADDISON AND DALLAS AREA RAPID TRANSIT, FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF A WATERLINE ALONG MIDWAY ROAD, APPROVING THE ABANDONMENT OF AN EXISTING WATERLINE AND SANITARY SEWERLINE, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** The License Agreement between the Town of Addison and Dallas Area Rapid Transit, for the construction, installation, maintenance and operation of a waterline along Midway Road, 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 **8<sup>th</sup>** day of **DECEMBER** 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 NO. 221815

## LICENSE AGREEMENT

THIS License Agreement ("License"), is made by and between DALLAS AREA RAPID TRANSIT ("Licensor"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act") with offices at 1401 Pacific Ave., Dallas, Texas 75202 and Town of Addison ("Licensee"), a Texas Municipality acting herein by and through its duly authorized official, with offices at 16801 Westgrove Drive, Addison, Texas 75001. Licensor and Licensee are individually referred to herein as a "Party" or collectively as "Parties".

WHEREAS, pursuant to an agreement between Licensor and Dallas, Garland & Northeastern Railroad, Inc., (hereinafter the "Railroad"), freight railroad operations exist on Licensor's railroad corridor ("the Corridor") between Dallas and Richardson, Texas, owned by DART; and

NOW THEREFORE, in consideration of the mutual agreements and covenants contained in this License, the receipt and sufficiency of which is hereby acknowledged by Licensor and Licensee, it is agreed as follows:

1. **Purpose.** Licensor hereby grants a license (the "License") to Licensee for the purposes of constructing, installing, maintaining and operating one 16-inch PVC waterline inside a 30-inch steel casing pipe, cut, fill with grout and abandoning a 16-inch waterline, along with paving work along Midway Road, and cut, fill with grout, and abandon in place a 10-inch sanitary sewer line, (the "Permitted Improvement") all of which are crossing the Corridor at Mile Post 598.98, (Latitude: 32.9566354, Longitude: -96.838548) at Midway Road in Addison, Dallas County, Texas, more particularly described as shown in Exhibits "A-1" to "A-8", dated November, 25, 2019, attached hereto and incorporated herein for all pertinent purposes, (the "Property").

The Property shall be used by Licensee solely for the purpose of operating and maintaining the Permitted Improvement (the "Permitted Use"). Licensee's right to enter upon and use the Property shall be limited solely to the Permitted Use and improved with the Permitted Improvement and only upon the terms provided herein. Licensee acknowledges and agrees that (i) the rights granted to Licensee pursuant to this License are solely contractual in nature and (ii) this License is not intended to convey, and does not convey, to Licensee, any interest in real property, the Property, or any portion of the Corridor. This License may not be recorded.

2. **Term.** The term of this License shall begin on the date last signed by a Party ("Effective Date") and continue thereafter until terminated by either Party as provided herein ("the Term").

3. **Consideration.** The consideration for the granting of this License shall be (a) **TEN AND NO/100 (\$10.00) DOLLARS** cash in hand paid by Licensee to Licensor, the sufficiency and receipt, of which is hereby acknowledged, and (b) the faithful performance by Licensee of all of the covenants and agreements undertaken by Licensee in this License.

4. **Non-Exclusive License.** This License is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property; (b) all vested rights presently owned by any railroad, utility or communication company, or other entity and located within the boundaries of the Property; and (c) any existing lease, license or other interest in the Property granted by Licensor to any individual, corporation or other entity, public or private.

5. **Safeguard of Property.** Licensee shall take diligent and sufficient measures to insure and safeguard the Property. It is understood and agreed that Licensor shall have no liability whatsoever for the safety or

Addison - Cotton Belt - Midway Rd  
Town of Addison - 16-inch waterline inside 30-inch steel casing  
EC

Page 1 of 15

Mile Post 598.98

security of Licensee or Licensee's employees, officers, agents, contractors, invitees, assigns, or those holding under Licensee, nor for any personal property belonging to those individuals or entities. Notwithstanding any other provisions herein, Licensee expressly waives any claims, if any, against Licensor with respect to third party property or liability claims and claims regarding Licensee's property or the property of any Licensee's agents, employees, contractors or invitees.

**6. Design, Construction, Operation and Maintenance.** Licensor's use of the Property and adjoining property may include the use of electrically powered equipment. Notwithstanding Licensor's inclusion within its system of measures designed to reduce stray current which may cause corrosion, Licensee is hereby warned that such measures may not prevent live electrical current in proximity to the Permitted Improvement and that such presence could produce corrosive effects to the Permitted Improvement. Licensee waives any claim against Licensor in this regard and releases Licensor with regard to any claim arising from such corrosion. Cathodic protection and stray current corrosion control measures shall be made a part of the design and construction of the Permitted Improvement.

6.01. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvement on the Property shall be done in such a manner so as not to interfere in any way with the operations of Licensor or other Railroad operations.

6.02. During the design phase and prior to commencing any construction on the Property, a copy of the construction plans ("the Plans") showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to Licensor and Railroad. No work shall commence until the Plans have been approved in writing by Licensor and Railroad.

6.03. Licensee agrees to design, construct and maintain the Permitted Improvement in such a manner so as not to create a hazard on or near the Property. Licensee agrees to pay for any damages which may arise by reason of Licensee's use of the Property.

6.04. Licensee covenants and agrees to institute and maintain a continuous testing program to determine whether or not additional cathodic protection of its Permitted Improvement is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

6.05. Licensee shall provide to Licensor certified final construction drawings ("as-builts") that are signed and sealed by a Texas Professional Engineer within sixty (60) days after the last date of construction work on the Property by Licensee or Licensee's contractor. Licensor and Licensee agree that Licensor will suffer damages in an amount currently not determinable by the Parties if "as-builts" are not timely provided by Licensee and it is impossible to determine in advance the amount of damages in these circumstances. Accordingly, the Parties agree, not as a penalty but as a measure of reasonable damages, that a fee of \$500 per month (prorated as applicable) until "as-builts" are provided represents reasonable compensation for Licensor's actual damages suffered in lieu of timely receiving certified "as-builts" from Licensee as required herein.

**7. License Without Warranty.** Licensor makes no representations as to the suitability of the Property for any particular purpose. The Property is available for Licensee's use on an "as is, where is and with all faults" basis. Licensor makes no warranties whatsoever, including by example and not limitation, regarding subsurface or aerial installations on or near the Property. Licensee shall conduct its own inspection of same and will not rely on the absence or presence of markers or any information (if any) provided by Licensor.

**8. Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all federal, state or local agencies required to carry on any activity permitted herein.

**9. Licensor's Standard Contract and Insurance.**

9.01 No work on the Property shall be commenced by Licensee or any contractor for Licensee ("Contractor") until Licensee or Contractor shall have executed Licensor's Construction Agreement and Contractor's Right of Entry covering such work, and furnished then current insurance coverage in such amounts and types as shall be satisfactory to Licensor. A company-issued photo identification of Licensee's employees, contractors or agents shall be required to work on the Property.

9.02 Licensee shall procure and maintain at its sole cost and expense, Commercial General Liability Insurance with a per occurrence limit of liability of no less than \$2,000,000 naming Dallas Area Rapid Transit as an additional insured for ongoing and completed operations without any qualifications or restrictions. Dallas Area Rapid Transit must be given thirty (30) days prior written notice of any proposed cancellation or modification. The policy shall be endorsed waiving the issuing insurance company's rights of recovery against DART whether by way of subrogation or otherwise. Licensee's insurance shall be primary coverage in all instances.

**10. Duty of Care in Construction.** Licensee and the Contractor shall use diligent care during the Term to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property. If the Licensee or its Contractor causes damage to the Property or to any adjacent property, Licensee shall or shall cause the Contractor to immediately replace or repair the damage at no cost or expense to Licensor. If Licensee or Contractor fails or refuses to make or effect any such repair or replacement, Licensor shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to Licensor upon written demand.

**11. Environmental Protection.**

11.01. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any local, state or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act ("CWA") and the Clean Air Act ("CAA").

11.02. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its Contractor.

11.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

11.04. To the extent allowed by law, Licensee shall indemnify, defend and hold Licensor and Railroad harmless against all cost of environmental clean up to the Property required by or resulting from Licensee's use of the Property under this License.

**12. Mechanic's Liens Not Permitted.** Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's

instance or request.

**13. Maintenance of Completed Improvements.** The Permitted Improvement shall be maintained by the Licensee in such a manner as to keep the Property in a good and safe condition. In the event the Licensee fails to maintain the Property as required, upon discovery, Licensor shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within ten (10) days from the date of such notice, Licensor shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event Licensor exercises its right to remedy Licensee's failure, Licensee agrees to immediately pay to Licensor all costs incurred by Licensor upon written demand by Licensor.

**14. Future Use by Licensor.**

14.01. This License is granted expressly subject and subordinate to the right of Licensor to use the Property for any purpose whatsoever.

14.02. In the event that Licensor shall, at any time subsequent to the date of this License, at its sole discretion, determine that the relocation of the Permitted Improvement shall be necessary or convenient for Licensor's use of the Property, Licensee shall, at its sole cost and expense relocate the Permitted Improvement so as not to interfere with use of the Property by Licensor or its respective assigns. In this regard, Licensor may, but is not obligated to, designate other property for the relocation of the Permitted Improvement. Licensor shall give a minimum of thirty (30) days' written notice of any required relocation of the Permitted Improvement pursuant to this Section 14.02 (the "Relocation Notice"). Licensee shall promptly commence to make the required changes thereafter and shall diligently complete the relocation as required within a reasonable period, but in any case not later than ninety (90) days after delivery of the Relocation Notice to Licensee unless otherwise agreed in writing by Licensor. Nothing herein shall limit Licensor from requiring relocation of the Permitted Improvement more than once during the Term of this License.

**15. Relocation Benefits.** The Parties hereto agree that the construction of the Permitted Improvement on the Property shall be and is subsequent to the acquisition of the Property by Licensor. Licensee hereby waives any and all claim that it may have under the Act, under Chapter 460 of the Texas Transportation Code, or otherwise, regarding the payment of any and all relocation benefits and that all costs associated with any relocation the Permitted Improvement shall be borne by Licensee. The waiver made by Licensee in this Section 15 shall apply regardless of the number of times the Permitted Improvement are relocated.

**16. Duration of License.** This License shall terminate and be of no further force and effect in the event (a) Licensee shall discontinue or abandon the use of the Permitted Improvement for thirty (30) days or more; (b) in the event Licensee relocates the Permitted Improvement from the Property; or (c) upon termination in accordance with the provisions of this License, whichever event first occurs.

**17. Compliance With Laws and Regulations.** Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by railroad regulations, policies and operating procedures established by the Railroad, or other applicable regulating bodies, and Licensee agrees to indemnify, defend and hold Licensor harmless from any failure to do so.

**18. INDEMNITY AND SHIFTING OF RISK. REGARDLESS OF FAULT OR OF ANY FAULT OR NEGLIGENCE OF LICENSEE OR LICENSOR, LICENSEE AGREES, TO THE EXTENT ALLOWED BY LAW, TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY DALLAS AREA RAPID TRANSIT AND ITS CONTRACTORS AND AGENTS, AS WELL AS DALLAS, GARLAND & NORTHEASTERN RAILROAD INC. (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL LOSS, DAMAGE, CLAIMS, COSTS, EXPENSES, INCLUDING ATTORNEY'S FEES, AND LIABILITY FOR BODILY INJURY TO**

OR DEATH OF ANY PERSONS AND LOSS OF OR DAMAGE TO ANY PROPERTY AND LOSS OF USE THEREOF, ARISING OUT OF, INCIDENT TO OR RESULTING FROM LICENSEE'S ENTRY ON, OVER OR NEAR THE PROPERTY OR ACTIVITY THEREON, INCLUDING ENTRY OR ACTIVITY BY LICENSEE'S EMPLOYEES, SUBCONTRACTORS, AGENTS OR INVITEES (COLLECTIVELY, TOGETHER WITH THE TERM LICENSEE, REFERRED TO HEREIN AS "LICENSEE PARTIES") OR ARISING FROM LICENSEE PARTIES' PERFORMANCE OR FAILURE TO PERFORM UNDER THIS LICENSE, EVEN THOUGH CAUSED IN WHOLE OR PART BY A PRE-EXISTING DEFECT, OR THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT) OF ONE OR MORE INDEMNITEES. IN THE EVENT ANY PART OF THE PROVISIONS OF THIS SECTION ARE DETERMINED BY STATUTORY AUTHORITY OR JUDICIAL DECISION TO BE VOID OR UNENFORCEABLE, THEN THIS SECTION SHALL NOT FAIL IN ITS ENTIRETY, BUT WILL BE ENFORCEABLE TO THE EXTENT PERMITTED BY LAW. THIS INDEMNITY PROVISION AND ANY OTHER INDEMNITY PROVISION CONTAINED IN THIS PERMIT SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LICENSE.

19. **Termination of License.** At such time as this License may be terminated or canceled for any reason whatsoever, Licensee, upon request by Licensor, shall remove all improvements and appurtenances owned by it, situated in, on, under or attached to the Property, regardless of whether or not such improvements were placed thereon by Licensee, and shall restore the Property to a condition satisfactory to Licensor, at Licensee's sole expense.

20. **Assignment.** Licensee shall not assign or transfer its rights under this License in whole or in part, or permit any other person or entity to use the rights hereby granted without the prior written consent of Licensor which Licensor is under no obligation to grant.

21. **Methods of Termination.** This License may be terminated:

21.01. By written agreement of the Parties; or

21.02. By either Party giving the other Party thirty (30) days written notice.

22. **Miscellaneous.**

22.01. **Notice.** When notice is permitted or required by this License, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the Parties at the following addresses:

LICENSOR: Dallas Area Rapid Transit  
1401 Pacific Avenue  
Dallas, Texas 75202-7210  
ATTN: Railroad Management

LICENSEE: Town of Addison  
ATTN: Director of Public Works  
16801 Westgrove Drive  
Addison, Texas 75001

Either Party may from time to time designate another and different address for receipt of notice by giving written notice of such change of address.

22.02. **Governing Law.** This License shall be construed under and in accordance with the laws of

the State of Texas. Any action brought by a party to enforce any provision of this License shall be commenced in a state district court of competent jurisdiction in Dallas County, Texas.

22.03. Attorney Fees. In the event that DART chooses to initiate legal proceedings to enforce any provisions of this License, upon prevailing DART shall be entitled to recover court costs and actual and reasonable attorney fees from Licensee.

22.04. Entirety and Amendments. This License embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the Party against whom enforcement is sought.

22.05. Parties Bound. This License shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

22.06. Number and Gender. Words of any gender used in this License shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

22.07. No Joint Enterprise. The Parties do not intend that this License be construed as finding that the Parties have formed a joint enterprise. The purposes for which each Party has entered into this License are separate and distinct. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into and the Parties hereto specifically disclaim such relationship. This License does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the Parties hereto.

22.08. Counterparts. The Parties may execute this License in multiple originals and when taken together, those originals constitute a whole.

22.09. Third Party Beneficiaries. It is agreed between the Parties and deemed that there are no third party beneficiaries to this License.

22.10. Construction and Interpretation. This License shall not be construed against any Party due to drafting as both Parties have or are entitled to consult legal counsel.

22.11. Severability. If any provision of this License is determined to be illegal or unenforceable in any respect, such determination will not affect the validity or enforceability of any other provision, each of which will be deemed to be independent and severable.

(Signatures on Following Page)



IN WITNESS WHEREOF, the Parties have signed and agreed to this License on the date last signed below.

LICENSOR: DALLAS AREA RAPID TRANSIT

BY: \_\_\_\_\_  
BONNIE MURPHY

Vice President  
Commuter Rail and Railroad Management

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

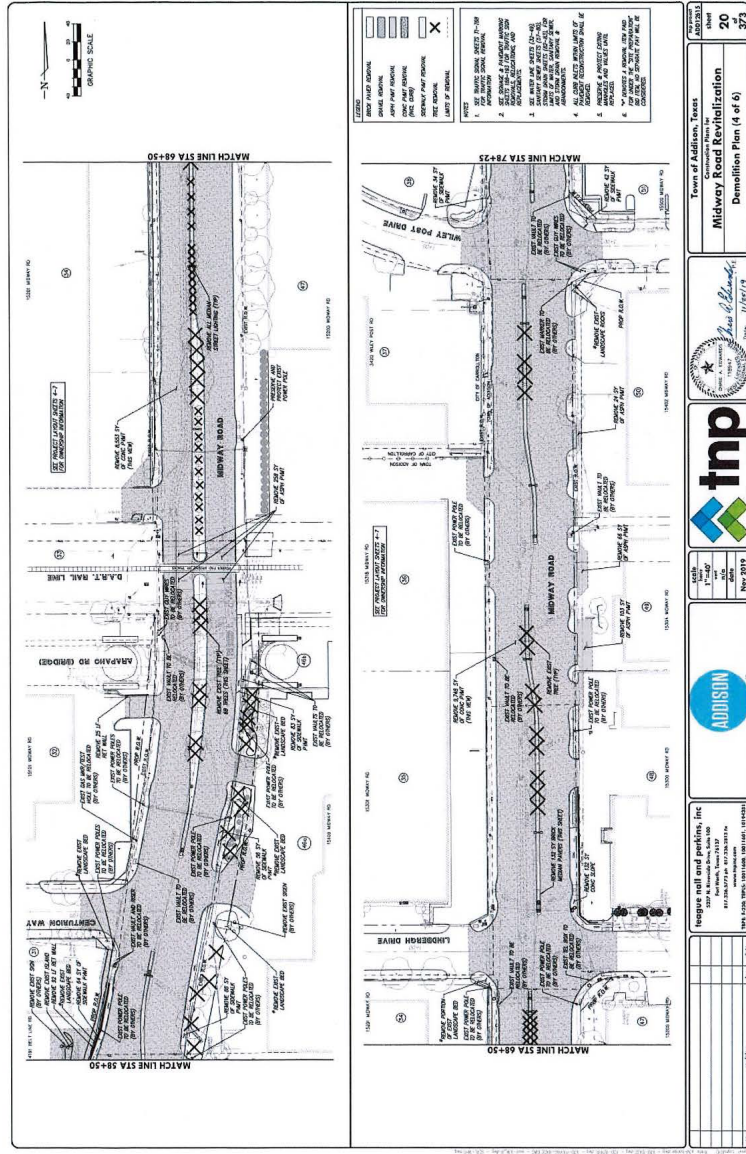
LICENSEE: TOWN OF ADDISON

BY: \_\_\_\_\_  
WESLEY S. PIERSON, City Manager

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



EXHIBIT A-1 to A-8

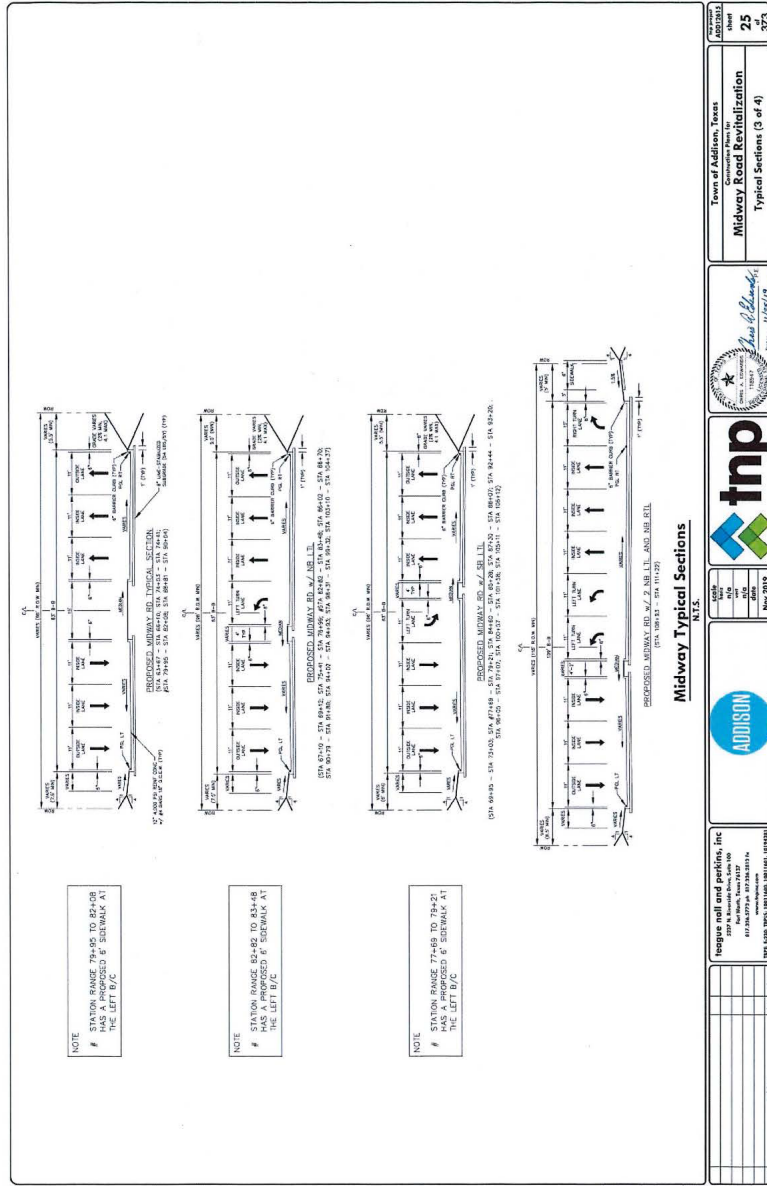


Addison - Cotton Belt - Midway Rd  
 Town of Addison - 16-inch waterline inside 30-inch steel casing  
 EC

Exhibit A-1 to A-8

Mile Post 598.98

EXHIBIT A-1 to A-8

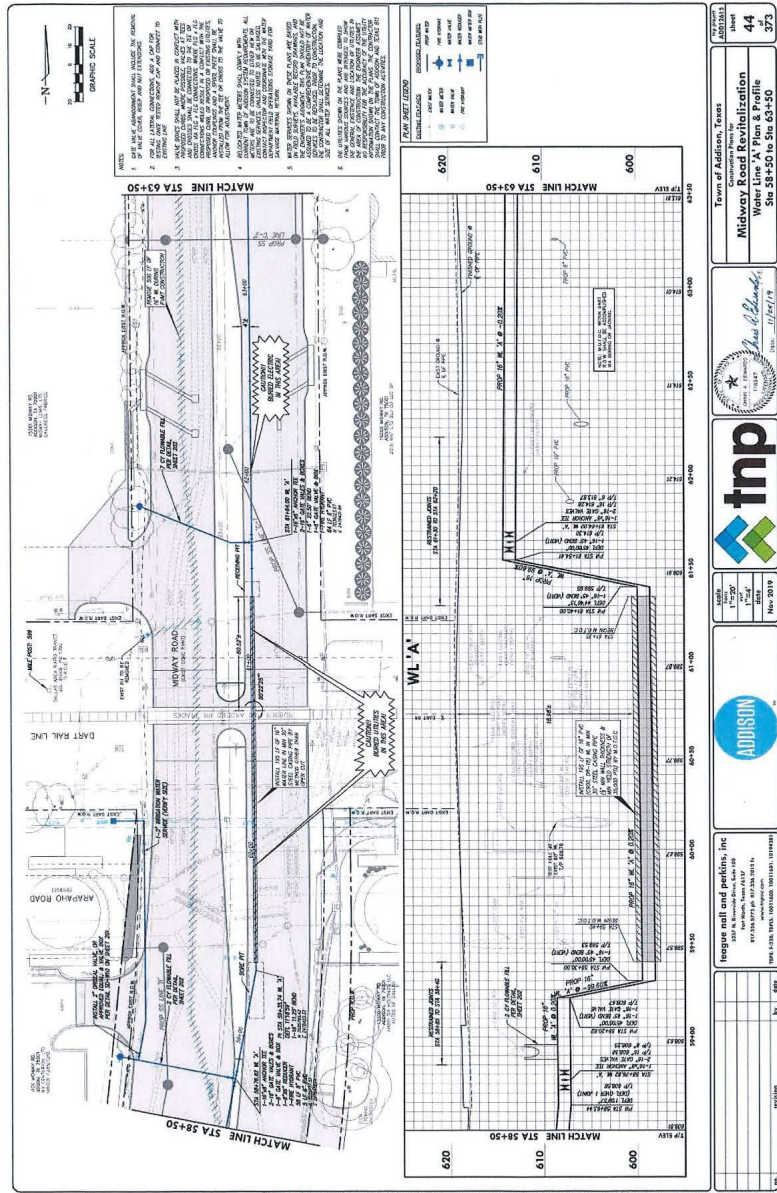


Addison - Cotton Belt - Midway Rd  
Town of Addison - 16-inch waterline inside 30-inch steel casing  
EC

Exhibit A-1 to A-8

Mile Post 598.98

EXHIBIT A-1 to A-8

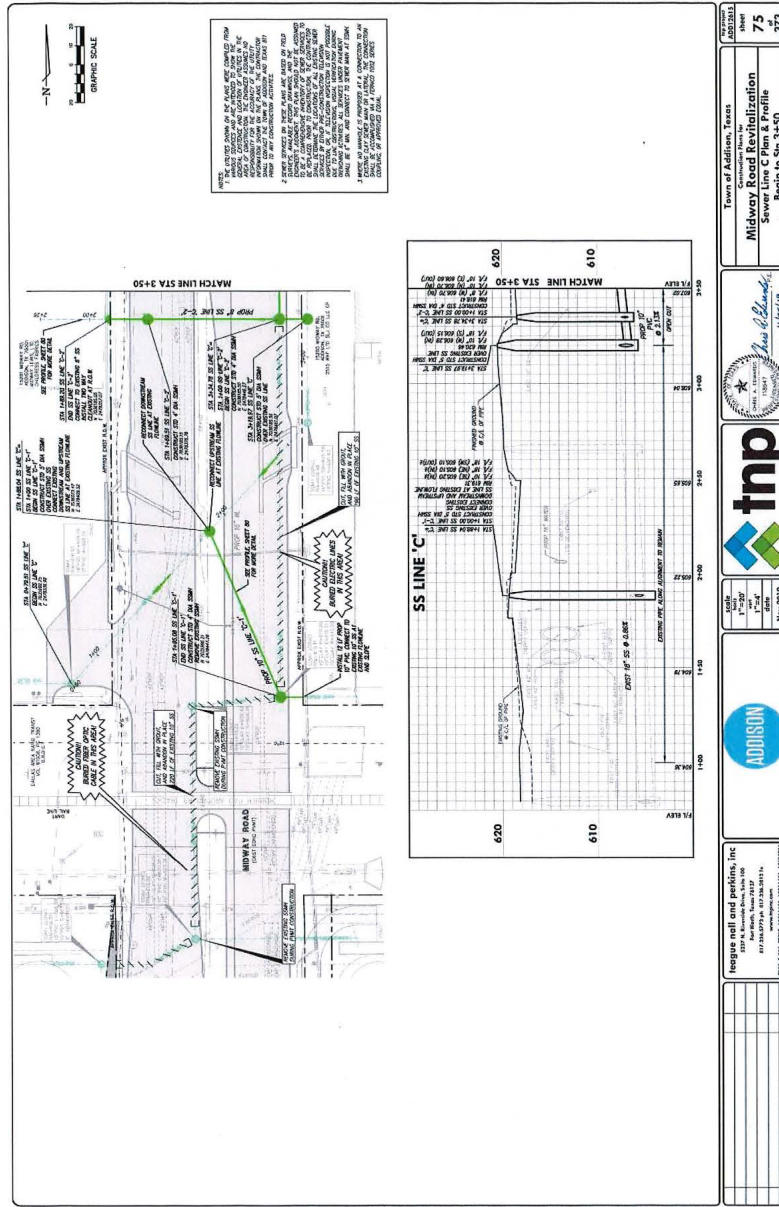


Addison - Cotton Belt - Midway Rd  
 Town of Addison - 16-inch waterline inside 30-inch steel casing  
 EC

Exhibit A-1 to A-8

Mile Post 598.98

EXHIBIT A-1 to A-8



Addison - Cotton Belt - Midway Rd  
 Town of Addison - 16-inch waterline inside 30-inch steel casing  
 EC

Exhibit A-1 to A-8

Mile Post 598.98







EXHIBIT A-1 to A-8

The drawing set includes the following details:

- LONGITUDINAL BUTT JOINT**: Shows the joint between two paving lanes with reinforcement bars and sealant.
- TRANSVERSE EXPANSION JOINT**: Shows a joint across the road width with a saw cut and sealant.
- TRANSVERSE CONTRACTION JOINT**: Shows a joint across the road width with reinforcement bars.
- TRANSVERSE CONTRACTION JOINT WITH REINFORCING BARS**: Similar to the previous joint but with additional reinforcement.
- TRANSVERSE CONTRACTION JOINT WITH REINFORCING BARS AND SEALANT**: Similar to the previous joint but with sealant.
- TRANSVERSE CONTRACTION JOINT WITH REINFORCING BARS AND SEALANT AND CURB**: Similar to the previous joint but with a curb on one side.
- TRANSVERSE CONTRACTION JOINT WITH REINFORCING BARS AND SEALANT AND CURB AND SIDEWALK**: Similar to the previous joint but with a sidewalk on one side.
- TRANSVERSE CONTRACTION JOINT WITH REINFORCING BARS AND SEALANT AND CURB AND SIDEWALK AND BIWAY**: Similar to the previous joint but with a biway on one side.
- TRANSVERSE CONTRACTION JOINT WITH REINFORCING BARS AND SEALANT AND CURB AND SIDEWALK AND BIWAY AND BIWAY**: Similar to the previous joint but with a second biway on the other side.
- TRANSVERSE CONTRACTION JOINT WITH REINFORCING BARS AND SEALANT AND CURB AND SIDEWALK AND BIWAY AND BIWAY AND BIWAY**: Similar to the previous joint but with a third biway on the other side.
- TRANSVERSE CONTRACTION JOINT WITH REINFORCING BARS AND SEALANT AND CURB AND SIDEWALK AND BIWAY AND BIWAY AND BIWAY AND BIWAY**: Similar to the previous joint but with a fourth biway on the other side.
- TRANSVERSE CONTRACTION JOINT WITH REINFORCING BARS AND SEALANT AND CURB AND SIDEWALK AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY**: Similar to the previous joint but with a fifth biway on the other side.
- TRANSVERSE CONTRACTION JOINT WITH REINFORCING BARS AND SEALANT AND CURB AND SIDEWALK AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY**: Similar to the previous joint but with a sixth biway on the other side.
- TRANSVERSE CONTRACTION JOINT WITH REINFORCING BARS AND SEALANT AND CURB AND SIDEWALK AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY**: Similar to the previous joint but with a seventh biway on the other side.
- TRANSVERSE CONTRACTION JOINT WITH REINFORCING BARS AND SEALANT AND CURB AND SIDEWALK AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY**: Similar to the previous joint but with an eighth biway on the other side.
- TRANSVERSE CONTRACTION JOINT WITH REINFORCING BARS AND SEALANT AND CURB AND SIDEWALK AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY**: Similar to the previous joint but with a ninth biway on the other side.
- TRANSVERSE CONTRACTION JOINT WITH REINFORCING BARS AND SEALANT AND CURB AND SIDEWALK AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY AND BIWAY**: Similar to the previous joint but with a tenth biway on the other side.

Each detail includes a title block with the following information:

- Project Name: **Town of Addison, Texas**
- Project Description: **Midway Road Revitalization**
- Sheet Number: **218**
- Sheet Count: **32**
- Scale: **AS SHOWN**
- Revision: **1**
- Drawn by: **ADDISON**
- Checked by: **ADDISON**
- Date: **NOV 2018**

Addison - Cotton Belt - Midway Rd  
 Town of Addison - 16-inch waterline inside 30-inch steel casing  
 EC

Exhibit A-1 to A-8

Mile Post 598.98

**Council Meeting**

8.

**Meeting Date:** 12/08/2020

**Department:** City Manager

**Milestones:** Promote and protect the Addison Way

---

**AGENDA CAPTION:**

Consider Action on a **Resolution Adopting the 2021 Legislative Priorities for the Town of Addison, Texas.**

**BACKGROUND:**

At their November 10, 2020 meeting, the City Council reviewed and discussed the Town's legislative priorities for 2021. Based on that discussion, staff has prepared a Resolution formally adopting the legislative priorities. These priorities will be used to communicate with state legislators regarding the Town's position on topics that impact the Town. Prominent topics include: local control, revenue and expenditure caps, and transportation funding.

The Town will also coordinate efforts when interests are aligned with partners including but not limited to: Texas Municipal League, Texas Coalition of Cities for Utility Issues, North Central Texas Council of Government, Dallas Area Rapid Transit, and the Texas Municipal Retirement System. Most of the Town's efforts will be dedicated to defeating legislation that would negatively affect the Town.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - 2021 Legislative Priorities

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS ADOPTING THE TOWN'S 2021 LEGISLATIVE PRIORITIES; DIRECTING THE CITY MANAGER OR HIS DESIGNEE TO ACT WITH REGARD TO THE CITY'S LEGISLATIVE PRIORITIES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Legislative activities are ongoing in Congress and the State Legislature; and

**WHEREAS**, it is anticipated that many legislative issues affecting local government will be considered; and

**WHEREAS**, the City Council has reviewed the recommended 2021 Legislative Priorities and is of the opinion that such legislative priorities are in the best interest of the Town and its citizens, should be adopted, and should be forwarded for consideration by the Legislature; and

**WHEREAS**, the City Council is of the further opinion that the City Council, the Town's legislative consultant and the City Manager and his designees should be directed to take action with regard to the legislative priorities as outlined below.

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

**Section 1.** The Town of Addison 2021 Legislative Priorities, attached hereto as **Exhibit A** is hereby adopted and approved as the 2021 Legislative Priorities for the Town.

**Section 2.** The City Council and each of its members, the Town's legislative consultants and the City Manager or his designees are directed to communicate the items included in the Town's 2021 Legislative Priorities to members of Congress, the Texas Legislature, in general, and/or to the appropriate legislative committees, committee members and others as appropriate.

**Section 3.** For those items designated as "support," the City Manager or his designees are directed to actively pursue passage of the appropriate legislation if it is introduced by some other entity. The City Manager's efforts to obtain passage of the legislation may include drafting appropriate legislation, seeking a sponsor, and actively pursuing passage of such legislation by providing testimony and through other means.

**Section 4.** For those items designated as "oppose," the City Manager or his designees are directed to attempt to impede the passage of any such legislation.

**Section 5.** It is recognized that Addison's legislative priorities will often be implemented in the context of great numbers of legislative proposals being considered within short time periods. City representatives, under the direction of the City Manager, shall be authorized to act on behalf of the City consistent with the necessary broad policy concerns set forth in this list of priorities.

**Section 6.** This Resolution shall become effective immediately upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas this 8th day of December, 2020.

**TOWN OF ADDISON, TEXAS**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

## EXHIBIT A

The Town of Addison supports public policies that grow our economy, attract investment, and allow local governments to govern their affairs in accordance with desires and priorities of local communities as represented by the duly elected members of their governing bodies. The Town of Addison recommends the following:

### Generally

- Oppose legislation that would erode municipal authority in any way, would impose an unfunded mandate, or would otherwise be detrimental to cities.
- Oppose legislation that would provide for state preemption of municipal authority in general.
- Oppose legislation that would require candidates for city office to declare party affiliation to run for office.
- Oppose legislation that would limit or prohibit the authority of city officials to use municipal funds to communicate with legislators; or limit or prohibit the authority of the Texas Municipal League to use any revenue, however derived, to communicate with legislators.

### Revenue, Finance, and Budget

- Support local responsibility for property taxation decisions and appraisals.
- Oppose legislation that would impose a revenue and/or tax rate cap of any type, limitations on overall city expenditures, or exclusion of the new property adjustments in rate calculations.
- Oppose legislation that would erode the ability of a city to issue debt.
- Oppose any legislation that would limit local governments from adopting budgets that they deem appropriate for their respective communities or that would require voter approval for increases in expenditures.
- Support a bill that provides cost of living (COLA) relief options to cities for the Texas Municipal Retirement System.
- Oppose state or federal legislation that would erode the authority of a city to be adequately compensated for the use of its rights-of-way and/or erode municipal authority over the management and controls of rights-of-way.

### Economic Development

- Support the continuation of economic development tools such as Tax Code Chapters 311 (Tax Increment Financing), 312 (Property Tax Abatement) and Local Government Code Chapters 380 and 381 (Economic Development Incentives), 313 tax abatements and other economic development incentives to promote job creation and capital-intensive investments.

### Education and Workforce

- Support legislation that would improve the public education finance system so that local independent school districts are not required to raise tax revenue to compensate for decreases in state funding.
- Support continued local control of independent school districts.
- Oppose efforts to tie improvements to the public education finance system to revenue/tax/appraisal caps on local governments (i.e. cities, counties, independent school districts, etc.).

### Regulation of Development

- Oppose legislation that would erode municipal authority related to development matters, including with respect to the following issues: (1) annexation, (2) eminent domain, (3) zoning, (4) regulatory takings, (5) building codes, (6) tree preservation, (7) short-term rentals.
- Support legislation that makes beneficial amendments to H.B. 2439, the building materials bill.
- Support legislation that makes beneficial changes to H.B. 3167, the subdivision platting shot clock bill.

## Transportation

- Support legislation that would: (1) allow for greater flexibility by cities to fund local transportation projects; (2) amend or otherwise modify state law to help cities fund transportation projects; or (3) provide cities with additional funding options and resources to address transportation needs that the state and federal governments are unable or unwilling to address.
- Support legislation that would: (1) provide additional funding to the Texas Department of Transportation for transportation projects that would benefit cities; and (2) provide local, state and federal transportation funding for rail as one component of transportation infrastructure.
- Support increased funding to foster airport development for public use and general aviation airports to meet future demands.
- Support TxDOT aviation increase.
- Support legislation that ensures adequate funding of statewide and regional efforts to maintain and improve multimodal transportation systems
- Support legislation that discontinues diversion of transportation revenue to non- transportation purposes
- Support legislation that expands and sustains regional transportation funding options that account for economic inflation and enhanced motor vehicle fuel efficiency
- Support legislation that allows all tools necessary for successful planning and development of new and/or expanded multi-modal transportation corridors and technology
- Support legislation that encourages transportation system innovations through technology, autonomous vehicles, autonomous freight, connected vehicle infrastructure and mobility technologies.
- Support legislation that allows a robust national passenger rail system, including a privately financed high-speed rail solution between Dallas and Houston where eminent domain is used as a last resort.
- Support system reliability, congestion relief, and encourage trip reduction strategies
- Support legislation that improves air quality.
- Plan for shared mobility solutions; enable transportation data sharing and accessibility with appropriate privacy protection.
- Increase safety, including but not limited to texting while driving, speed limits, driving under the influence, bicycle, and pedestrian safety.
- Support efforts to utilize performance-based planning to select high-quality transportation projects that are suitable for each region.
- Support the use of State right-of-way for appropriate transportation projects.

**Council Meeting**

9.

**Meeting Date:** 12/08/2020

**Department:** Infrastructure- Development Services

**Pillars:** Excellence in Transportation Systems

**Milestones:** Improve all modes of transportation with infrastructure in an acceptable condition and well maintained

**AGENDA CAPTION:**

Present, Discuss and Consider Action on a **Resolution Approving a Contract Agreement Between the Town of Addison and Tiseo Paving Company, Inc. for Construction Services for the Midway Road Revitalization Project and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$30,996,834.25.

**BACKGROUND:**

In 2012, Addison voters approved \$16 Million in General Obligation bonds for the revitalization of Midway Road from Spring Valley Road to Keller Springs Road. In 2018, Council authorized staff to include the newly adopted Master Transportation Plan (includes wider medians and an off-street trail) in the project, and authorized the City Manager to pursue the issuance of \$25M in Certificates of Obligation Bonds. In 2019, \$15M in Certificate of Obligation Bonds were issued to incorporate new water and sanitary sewer lines, storm sewer upgrades and to implement the Master Transportation Plan elements into the project. On April 28, 2020, Staff presented a Midway Road Revitalization Project update which informed Council on the revised project design, property acquisition, the selection process for a general contractor and amended the project budget and timeline.

On September 30, 2020, the Town advertised a Request for Proposals (RFP) for Competitive Sealed Proposals (CSP) for Construction Services for the Midway Road Revitalization Project through Bidsync, as proposal number 20-186. A mandatory pre-proposal conference was held on October 14, 2020. Five (5) sealed proposals were received and opened by the Town on October 29, 2020. The proposals were evaluated by an Evaluation Committee on cost, previous experience on similar projects, key personnel qualifications, quality and safety programs, plan of implementation, and construction schedule and total time for the project as described in the project specifications and drawings. The evaluation results are shown in the table below:

Vendor	Score
--------	-------

Tiseo Paving Company	95.9
Austin Bridge & Road	80.0
Ed Bell Construction	79.2
Rebcon	77.3
SEMA Construction	73.0

The highest-ranked proposal was submitted by Tiseo Paving Company (Tiseo). The Tiseo proposal exhibited strong experience in municipal paving and utility projects on a wide variety of scopes and values. It included a favorable basic construction schedule that followed the recommended phasing and segment guidelines outlined in the contract documents. Tiseo's proposal provided clear Quality and Safety Programs and a fair and reasonable cost proposal. Tiseo has a solid reputation for municipal paving and utility projects in the DFW Metroplex Area.

The CSP selection method allows the Town to review the costs submitted with the highest-ranked responsive proposer to explore savings opportunities based on any ambiguities, risk allocation or quantity discrepancies in the RFP package. This review and discussion resulted in a \$106,000 reduction in the base proposal's final amount, making the Contract amount \$30,996,834.25.

The base proposal for the Project will construct water, sanitary sewer and storm sewer utility improvements; street, sidewalk and side path trail paving improvements; paver, landscape and irrigation enhancements; and, traffic signal and illumination upgrades.

In addition to the base proposal work on the project, two alternate proposals were included in the solicitation. Alternate A provided for in-place grouting and abandoning of the water and sanitary sewer mains that are to be taken out of service with this project. Alternate B provided for the Contractor to supply the Motorola irrigation controller units instead of the Town. Neither Alternate A or Alternate B are recommended as they increase the project cost. Only the base proposal is recommended for award.

The Midway Road Revitalization Project Budget has \$31,478,820 available for construction services.

Three documents related to this project could not be attached within our agenda software due to their large size. These documents are available at the following links:

Request for Proposal 20-186:

<https://1drv.ms/b/s!Aq86QtZqepdJqbgLEq8fmDrz631ySw?e=y218pc>



Tiseo's Proposal Submittal:

<https://1drv.ms/b/s!Aq86QtZqepdJgbgKBAIZYuNfB11zhg?e=wSyyxB>

Contract Agreement and Exhibits:

<https://1drv.ms/b/s!Aq86QtZqepdJgbgMzp5qF8OOwCPu9g?e=Pg1XRr>

These are exceptionally large files, so please allow time for them to download.

These links will expire on March 1, 2021. If you need these documents after this date, please contact the Town at 972.450.7000 for assistance.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Midway Construction Contract

Presentation - Midway Road Revitalization Project

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A CONTRACT AGREEMENT BETWEEN THE TOWN OF ADDISON AND TISEO PAVING COMPANY, INC., IN AN AMOUNT NOT TO EXCEED \$30,996,834.25, FOR CONSTRUCTION SERVICES FOR THE MIDWAY ROAD REVITALIZATION PROJECT, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** The Contract Agreement between the Town of Addison and Tiseo Paving Company, Inc., for construction services for the Midway Road Revitalization Project in an amount not to exceed \$30,996,834.25, a copy of which is attached to this Resolution as **Exhibit A** and which incorporates the Town of Addison’s General and Specific Conditions for construction contracts, and the Advertisement for Bids, Instruction to Bidders, General Provisions, Special Provisions, Plans and other bid documents, is hereby approved. The City Manager is hereby authorized to execute the agreement.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **8<sup>th</sup>** day of **DECEMBER** 2020.

**TOWN OF ADDISON, TEXAS**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

# EXHIBIT A

## CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Tiseo Paving Company, Inc., of the City of Mesquite, County of Dallas, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

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

### **MIDWAY ROAD REVITALIZATION PROJECT – CONSTRUCTION SERVICES**

#### **PUBLIC WORKS AND ENGINEERING SERVICES PROPOSAL NUMBER 20-186**

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

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, to complete the work within One-Thousand and Ninety-Five (1095) Calendar Days, after Notice to Proceed, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR Thirty Million, Nine-Hundred and Ninety-Six Thousand, Eight-Hundred and Thirty-Four and 25/100 Dollars (**\$30,996,834.25**) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

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

**Town of Addison, Texas (OWNER)**

ATTEST:

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

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

**Tiseo Paving Company, Inc. (CONTRACTOR)**

ATTEST:

By: \_\_\_\_\_  
Louis Tiseo, President

By: \_\_\_\_\_  
Melanie Taylor

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

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

Signed: \_\_\_\_\_  
Louis Tiseo, Corporate Secretary

Corporate Seal

CA-2

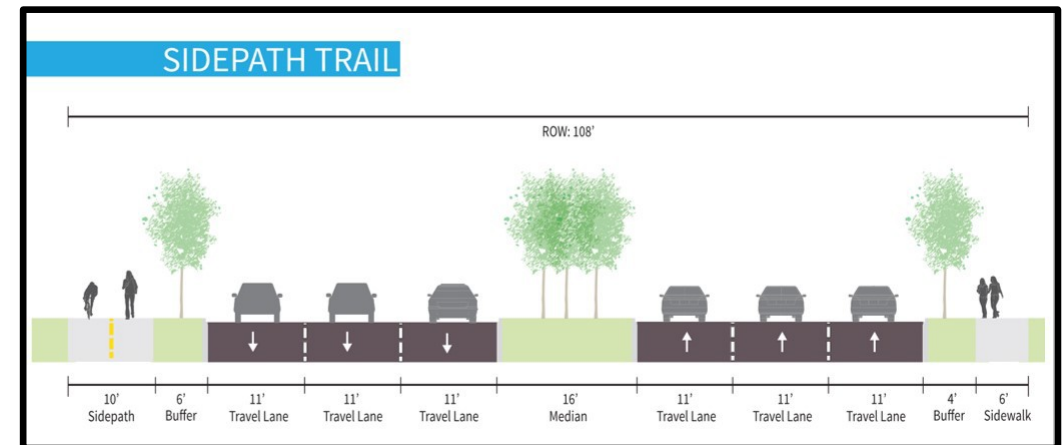
# Midway Road Revitalization Construction Services

City Council  
December 8, 2020

The logo for the City of Addison, featuring the word "ADDISON" in blue, uppercase, sans-serif font centered within a white circle. The circle is set against a blue background that is part of a larger graphic design on the right side of the slide, which includes a grey triangle pointing towards the top-left corner.

# Project History

- 2012 Bond Election approved \$16M
- 2014 Council awarded design contract to Teague Nall and Perkins
- 2017 Council authorized an increase in the scope of project to include replacing Town owned utilities and implementing the master transportation plan elements
- 2018 Council authorized the City Manager to pursue the issuance of \$25M in Certificates of Obligation
- 2019 Issued \$15M in Certificates of Obligation



# Project Summary

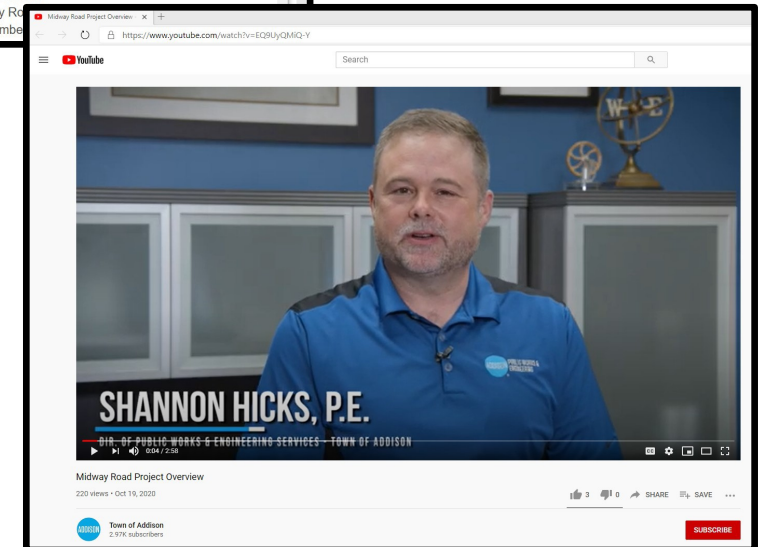
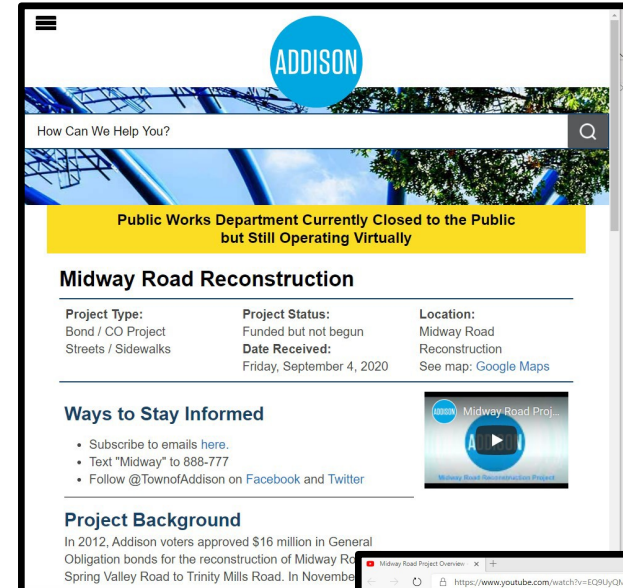
- Reconstruction of Midway Road from Spring Valley Road to Keller Springs Road
  - Paving improvements
  - Drainage, water, and sanitary sewer line improvements
  - Traffic signal and lighting upgrades
  - Landscape and irrigation upgrades
  - 10' sidepath on westside from Spring Valley to Belt Line Road
  - Connection to Cotton Belt Trail at Wheeler Bridge at Arapaho Road
- Total project budget - \$41M



- Phasing will minimize disruption and inconvenience.
  - The Midway Road and Belt Line Road Intersection work will begin first and will be given priority for completion.
  - Next, the South Segment (from Spring Valley Road to Belt Line Road) will be undertaken.
  - Finally, the North Segment (from Belt Line Road to Keller Spring Road) will be completed.
- The project sequencing was defined in the proposal to minimize the overall impact to businesses and the traveling public.
  - Although the overall project may take longer to complete, the impact to any individual property is greatly reduced.



- August 2020: Project Page Created on the Town's Website
- October 2020: Public Notification - Virtual (Project Video)
- December 2020: Project Information Post Cards
- December 2020: Project Business Cards with "Where to Get Updates on the Project" Information



- Monthly Project Page Construction Updates
- Updates at Traffic Switches and other Notable Project Events
- Coordination with other governmental stakeholders including DART, City of Carrollton, City of Farmers Branch and NTTA has been on-going and will continue throughout construction



**ADDISON**

LOCAL POSTAL CUSTOMER

PSRST STD  
ECRWSS  
U.S. POSTAGE  
PAID  
PERMIT 58

**The reconstruction of Midway Road**  
from Spring Valley Road to Keller Springs Road begins in January, 2021. This three-year construction project will take place in three phases:

Phase 1 – The intersection of Midway Road and Belt Line Road.

Phase 2 – Spring Valley Road to Belt Line Road.

Phase 3 – Belt Line Road to Keller Springs Road.

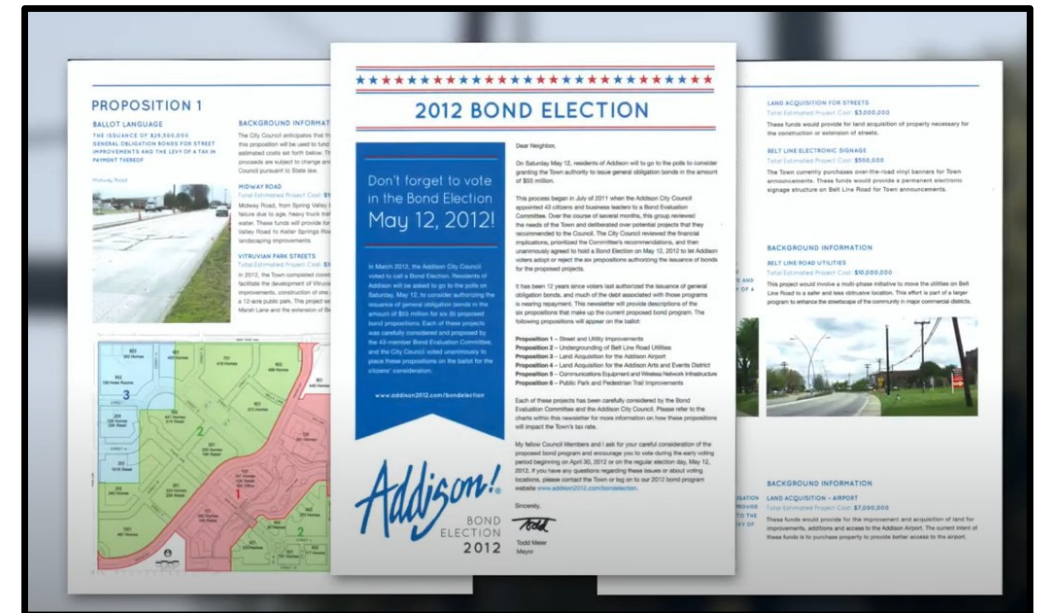
For more project details, visit [www.AddisonTexas.net/Midway](http://www.AddisonTexas.net/Midway) or register for text and email updates.

- Subscribe to emails at [www.AddisonTexas.net/Midway](http://www.AddisonTexas.net/Midway)
- Text "Midway" to 888-777
- Follow @TownofAddison on Facebook and Twitter

Scan for details!

# Project Funding

- 2012 Bond Program
  - \$16M approved
- November 2018
  - Council gave direction to the City Manager to pursue the issuance of \$25M in Certificates of Obligation.
- July 2019
  - Council gave notice of their intention to issue \$15M in Certificates of Obligation.
- Dallas County Trail Grant
  - \$2,781,873.50



# Property Acquisition

- 25 parcels are to be acquired – fee simple and easement acquisitions
  - Ranging from 100 square feet to 7,734 square feet
- Acquisition status as of December 1, 2020:
  - Closed: 15
  - Documents Signed: 0
  - In Negotiation: 0
  - Eminent Domain: 10
- Current estimated cost is \$4M. Cost will vary based upon negotiations.

# Available Funding vs. Total Project Costs

<b>Authorized / Available Funding</b>	
2012 Bonds	\$16,000,000
2019 Bonds	\$25,000,000
Dallas County Trails Grant	\$2,781,873

<b>Authorized / Expended To Date</b>	
	\$3,526,160

<b>Estimated Total Project Costs</b>	
Project Costs Expended / Committed to Date	\$3,526,160
Material Testing	\$225,289
Right-of-Way Acquisition	\$4,000,000
Construction Management	\$1,000,000
Design Support During Construction	\$882,401
Sub Total	\$9,633,850
Project Budget	\$41,000,000
<b>Available for Construction</b>	<b>\$31,366,150</b>

- During the April 28, 2020 Council Meeting, Staff briefed Council on utilizing Competitive Sealed Proposals (CSP) as the procurement method for this project.
- CSP allows the utilization of other factors in addition to cost for determining the best value.

- On September 30, 2020, the Town advertised a Request for Proposals (RFP) for CSP for Construction Services for the Midway Road Revitalization Project through Bidsync, as Proposal Number 20-186.
- The base proposal included:
  - Street, sidewalk and side path trail paving improvements
  - Water, sanitary sewer and storm sewer utility improvements
  - Traffic signal and illumination upgrades
  - ADA compliance upgrades
  - Master Transportation Plan elements
  - Paver, landscape and irrigation enhancements
  - Sidepath Trail from Spring Valley Road to Wheeler Bridge at Arapaho Road
  - Connection to Cotton Belt Trail

- In addition to the base proposal work on the project, two alternate proposals were included in the solicitation:
  - Alternate A provided for grouting and abandoning in-place the water and sanitary sewer mains that are to be taken out of service with this project in lieu of excavation and removal of the lines as included in the base proposal.
  - Alternate B provided for the Contractor to supply the Motorola Irrigation Controller units in lieu of the Town providing them to the Contractor as included in the base proposal.



- A mandatory Pre-Proposal Conference was held on October 14, 2020.
- Sealed proposals were received and opened by the Town on October 29, 2020. Five (5) Proposals were received.
- The Proposals were evaluated by the Evaluation Committee consisting of five Town Staff on:
  - Price
  - Previous Experience on Similar Projects and Key Personnel Qualifications for Contractor and Subcontractors
  - Quality and Safety Programs
  - Plan of Implementation
  - Construction Schedule and Time for the Project, as outlined in the Project Specifications and Drawings

# Selection Process

The Evaluation results are shown in the Table below:

Vendor	Score
Tiseo Paving Company	95.9
Austin Bridge and Road	80.0
Ed Bell Construction	79.2
Rebcon	77.3
SEMA Construction	73.0

- The highest ranked responsive proposal was submitted by Tiseo Paving Company (Tiseo).
  - The Tiseo proposal exhibited strong experience in municipal paving and utility projects of a wide variety of scopes and values.
  - The Tiseo proposal included a favorable construction schedule that followed the recommended phasing and segment guidelines outlined in the contract documents to minimize disruption to our businesses.
  - The Tiseo proposal provided clear Quality and Safety Programs and a fair and reasonable cost proposal.
  - Tiseo has a long-standing and solid reputation for municipal paving and utility projects in the DFW Metroplex Area.
  - Town staff has worked with the proposed Tiseo project team on previous projects.

- The CSP selection method allows for the Town to review the costs submitted with the highest ranked responsive proposer to explore savings opportunities based on any ambiguities, risk allocation or quantity discrepancies in the Request for Proposals package.
- This review and discussion resulted in a \$106,000 reduction in the final amount for the base proposal, making the Contract amount \$30,996,834.25
  - Tree removal and irrigation components

- January 2021 Partnering / Pre-Construction Meeting
- January 2021 Commencement of Construction
- July 2021 Substantial Completion of Midway/Belt Line Intersection
- October 2022 Substantial Completion of South Segment
- January 2024 Project Completion

# Recommendations

- Alternate A is not recommended based on the submitted additional cost of \$515,000 and the lack of an equivalent additional benefit to the Project.
- Alternate B is not recommended based on the submitted additional cost of \$46,000 and the Town's ability to purchase the controller units through a Parks Department supply contract for substantially less.
- The deletion of Alternates A and B will not have a negative impact on the overall project goals and objectives.
- Recommend approval of the Construction Services Contract to include only the Base Proposal.

# Recommendations

- Staff recommends the following:
  - Award Construction Contract to Tiseo Paving Company, Inc.
    - Base Proposal \$30,996,834.25
    - 1095 Calendar Days (36 months)



# Questions / Discussion

**ADDISON**



## Council Meeting

10.

**Meeting Date:** 12/08/2020

**Department:** Infrastructure- Development Services

**Pillars:** Excellence in Transportation Systems

**Milestones:** Improve all modes of transportation with infrastructure in an acceptable condition and well maintained

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### **AGENDA CAPTION:**

Present, Discuss and Consider Action on a Resolution Approving an Agreement for Professional Engineering Services Between the Town of Addison and Teague Nall and Perkins, Inc. for Design Support During Construction Related to the Midway Road Revitalization Project and Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed \$882,401.

### **BACKGROUND:**

Design Support During Construction Services (Design Support) are an industry standard for construction projects to assure the construction contractor utilizes means and methods that comply with the contract requirements. Teague, Nall and Perkins, Inc. is the Engineer of Record for the Midway Road Revitalization Project design. They are therefore uniquely positioned to provide the design support services because the Engineer of Record is required to be notified of or approve any requested interpretations and deviations by the construction contractor during construction.

The Scope of Work is detailed in Exhibit A, while a listing of fees for the anticipated services can be found in Exhibit B of the agreement. Services to be provided include meeting attendance and preparation; review of requests for information; review and acceptance of submittals; change order/field order reviews; landscape and irrigation reviews; traffic signalization reviews; other reviews and assistance; preparation of record drawings; and, additional services as requested by the Town.

The timeline for these services will be dependent on the Schedule and Work Plan of the construction contractor for the Midway Road Revitalization Project and is estimated to be performed over a thirty-six-month period. The Midway Road Revitalization Project Budget included \$900,000 for these services.

### **RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Midway Design Support

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE TOWN OF ADDISON AND TEAGUE NALL & PERKINS, INC. FOR DESIGN SUPPORT DURING CONSTRUCTION RELATED TO THE MIDWAY ROAD REVITALIZATION PROJECT IN AN AMOUNT NOT TO EXCEED \$882,401.00, 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 Teague Nall & Perkins, Inc. for professional engineering services related to the Midway Road Revitalization Design Support During Construction Project in an amount not to exceed \$882,401.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **8<sup>th</sup>** day of **DECEMBER** 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  
TEAGUE NALL & PERKINS, 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:    Teague Nall & Perkins, Inc.  
                                  5237 N. Riverside Drive, Suite 100  
                                  Fort Worth, Texas 76137  
                                  Telephone: (817) 336 5773

for the following Project:   Midway Road Revitalization  
                                  Design Support During Construction

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 **Teague Nall & Perkins, Inc.**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

**WHEREAS**, the Town desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, Construction Phase Services 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. In the event of a conflict between any term or condition contained in Exhibit “A” and this Agreement, this Agreement shall control.
- 1.2.1 **Requirement of Written Change Order** – “Extra” work, or “claims” invoiced as “extra” work, or “claims” which have not been issued as a duly executed, written change order by the Addison City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written change order shall be preceded by the Addison 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 “A”.
- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this

Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit "B."

**ARTICLE 2  
THE TOWN'S RESPONSIBILITIES**

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

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

**ARTICLE 3  
CONSULTANT'S COMPENSATION**

- 3.1 **Compensation for Consultant's Services** – Compensation for this Project, as described in "Article 1, Consultant's Services," shall be on a Type of Payment Basis not to exceed **Eight-Hundred and Eighty-Two Thousand Four-Hundred and One and 00/100 Dollars (\$882,401.00)**, ("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 "B" 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. 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 over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant’s

subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said overpayment.

- 3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit “A” of this Agreement. If authorized in writing by the Town, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph (“Additional Services”). These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit “A.”
  - 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit “A.” Drafts or revisions required as the result of errors or omissions by the Consultant shall not be considered Additional Services, but shall fall within the Scope of Services.
  - 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit “A.”
  - 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit “A.”
  - 3.3.5 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant’s Fee and shall be based on direct billable labor rates and expenses provided in Exhibit “B.”
- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an acceptable invoice to the Town. Invoices are to be mailed to the Town once a month and shall include all services provided during the month. 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 Additional Services. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to



be complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21<sup>st</sup>) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10<sup>th</sup>) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 2251, Subchapter “D” (“Remedy for Nonpayment”) of the Texas Government Code. The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant’s services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant’s compensation shall be equitably adjusted as approved by Town. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

3.10 **Obligations of the Consultant**

3.10.1 GENERAL. Consultant shall serve as Town's professional consultant for all Services in connection with this Agreement and any Task Order between the Parties and shall provide professional consultation and advice and furnish customary services incidental thereto. Consultant shall perform all work hereunder in a manner satisfactory and acceptable to the Town in accordance with the terms and conditions of this Agreement, including the Standard (as defined in Section 3.9.3). Consultant shall perform all Services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such Services consistent with the Standard (as defined in Section 3.9.3) and shall cause all Subcontracted Services to be similarly undertaken and performed. No less than monthly (and at any other time as Town may request), Consultant shall keep Town informed, orally or in writing, as to the status of all Services in process. All oral information shall be subsequently confirmed in writing if requested by Town. Notwithstanding anything to the contrary in this Agreement, Consultant is not and shall not be deemed to be an agent of Town for any purpose but shall in all events be an independent contractor exercising control over its work and the manner in which it is performed. Accordingly, except as specifically set forth in this Agreement or a Task Order, (a) nothing in this Agreement or any Task Order shall make Consultant a partner or agent of Town for any purpose, and Town shall not be deemed an agent for Consultant, and (b) neither Consultant nor Town shall have the right or authority to assume, create, or enlarge any obligations or commitment on behalf of the other and shall not represent itself as having the authority to bind the other in any manner. Nothing in this Agreement is intended nor shall be

construed to create an employer-employee relationship, a joint venture or joint enterprise relationship, or to allow Town to exercise discretion or control over the professional manner in which the Consultant performs the Services which are the subject matter of this Agreement or any Task Order; provided always however that the Services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such Services. The method and manner in which Consultant's Services hereunder and under any Task Order shall be performed shall be determined by the Consultant in its sole discretion. The employees, agents, and representatives of, and the methods, equipment and facilities used by, the Consultant shall at all times be under the Consultant's exclusive direction and control. Upon completion of any documents, drawings, records, plans, reports, designs, specifications, information, or other work product, in whatever form or format (collectively, Work Product), Consultant shall provide to Town two (2) sets of such Work Product for its review and consideration of approval. Notwithstanding Town's approval of or payment for any of such Work Product, Consultant attests that such Work Product, and as the same may be amended or supplemented by the Consultant, shall be sufficient and adequate for the Project for which they are prepared. Notwithstanding Town's approval of or payment for any Work Product, Consultant attests and represents that the same, including as the same may be amended or supplemented by Consultant, per the Standard, shall, to the best of Consultant's knowledge, information and belief as a civil engineer performing the practice of civil engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error, and shall be satisfactory to the Client. In accordance with the Standard, Consultant agrees that if it shall recommend unsuitable materials in connection with any Project or this Agreement or if the design of a Project should be defective in any way, Consultant will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Consultant's recommendation of unsuitable materials or defective design. Approval by the Town of, or payment by Town for, any Services or any of Consultant's Work Product pursuant to this Agreement shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its owners, employees, subcontractors, agents and consultants for the accuracy and competency of the same, nor shall such approval or payment be deemed to be an assumption of or an indemnification for such responsibility or liability by the Town for any defect, error or omission in such Documents, it being understood that the Town at all times is ultimately relying on Consultant's skill and knowledge in providing Services and in

preparing Work Product. All Work Product shall be professionally sealed as may be required by law, rule, code, or regulation.

- 3.10.2 AUTHORIZATION TO PROCEED. The Consultant shall not begin work on any Services until the Town directs Consultant in writing to proceed. Unless otherwise specified in a Task Order, each Task Order shall constitute notice and authorization to proceed in connection with the applicable Services.
- 3.10.3 STANDARD OF CARE; REPRESENTATIONS. The standard of care applicable to Consultant, including Consultant's Personnel, in rendering Services or Subcontracted Services shall be the standard of professional ethics and the degree of skill, care and diligence normally employed by professional engineers performing the same or similar Services or Subcontracted Services in the same locality (Dallas County, Texas) in which the work and services hereunder are being provided (collectively, the Standard). The Consultant shall re-perform and otherwise remedy any Services, including Subcontracted Services, not meeting the Standard without additional compensation. Further, Consultant and all subcontractors shall perform all Services in accordance with any applicable law, rule, regulation or order of any federal, state or local agency having jurisdiction over any matter related to this Agreement that is in effect or effective at the time such Services or Subcontracted Services are performed. Consultant represents that it is authorized to practice civil engineering in the State of Texas and that any necessary licenses, permits or other authorization to practice civil engineering and professional surveying and to provide the Services set forth herein have been heretofore acquired as required by law, rule or regulation. Consultant agrees and acknowledges that Town is entering into this Agreement in reliance on Consultant's professional abilities with respect to performing the Services set forth herein.

#### **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 delivered under the terms of this agreement for any other purpose not relating to the Project without Town's prior written consent. Town shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revise plans,

data, documents, maps, and any other information as defined in Exhibit "A" to reflect changes while working on the Project and promptly furnish the same to the Town in an acceptable electronic format. All such reproductions shall be the property of the Town who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.

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

#### **ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS**

- 5.1 **Required Professional Liability Insurance** – Consistent with the terms and provisions of Exhibit "D," Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required General Liability Insurance** – Consistent with the terms and provisions of Exhibit "D," Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars

(\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit “D,” Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

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

non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

**ARTICLE 6  
CONSULTANT'S ACCOUNTING RECORDS**

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

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

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

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

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

If the Agreement is required to go to the City Council of the Town of Addison 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 material default and/or material breach by Consultant, Town may elect not to terminate the Agreement, and in such event it may, after notice and reasonable opportunity to cure has been offered to Consultant, 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 according to the industry standard of care, and 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**

Professional Services Agreement  
(Teague Nall & Perkins, Inc., Midway Road Revitalization Design Support During Construction) Page 13



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:

**Town:**

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:

**Consultant:**

Teague Nall & Perkins, Inc.  
Jonathan Bengfort, P.E.  
Director of Engineering Services  
5237 N. Riverside Drive, Suite 100  
Fort Worth, Texas 76137

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

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

**ARTICLE 12  
MISCELLANEOUS**

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

Professional Services Agreement  
(Teague Nall & Perkins, Inc., Midway Road Revitalization Design Support During Construction) Page 15

- 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.
  - 12.1.4 Exhibit "D," Town of Addison Contractor Insurance Requirements.
  - 12.1.5 Exhibit "E," Affidavit.
  - 12.1.6 Exhibit "F", Conflict of Interest Questionnaire, Form CIQ.
- 12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the Town as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.
- 12.3 **Successors and Assigns** – Town and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 12.5 **Venue** – This entire Agreement is performable in Dallas County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Dallas County, Texas, and this Agreement shall be construed under the laws of the State of Texas.

- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.14 **No Third Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

12.15 **No Boycott – Israel** – Pursuant to Texas Government Code Chapter 2271, Consultant'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:**  
Teague Nall & Perkins, Inc.

By: Jonathan Bengfort

Signature: 

Title: Director of Engineering Services

Date: 11/17/20

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.

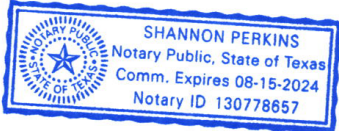
\_\_\_\_\_  
Notary Public In and For the State of Texas

My commission expires: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JONATHAN BENSFORD, 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 17<sup>th</sup> day of NOVEMBER, 2020.



[Signature]  
Notary Public In and For the State of Texas

My commission expires: 8/15/2024

**Exhibit "A"**  
**Scope of Services**  
**Agreement by and between the Town of Addison, Texas (Town)**  
**and Teague Nall and Perkins, Inc. (Consultant) to perform**  
**Professional Engineering Services for Design Support During**  
**Construction of Midway Road Revitalization Project**

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**DESIGN SUPPORT DURING CONSTRUCTION**

CONSULTANT will provide construction phase services for the project as follows.

1.1 Construction Support

- Assemble the executed contracts with the "Released for Construction" Drawings and Project Manual for distribution at the pre-construction meeting.
- The CONSULTANT shall prepare a Draft Pre-Construction Meeting Agenda and assist the TOWN with the meeting. CONSULTANT shall prepare meeting minutes.
- Assist the TOWN by monitoring and tracking franchise utility coordination and relocations during construction.
- Maintain a document control process/system for the purpose of tracking and processing the Contractor's submittals, RFI's, change orders, etc., utilizing Contractor provided Project Management Software.
- Provide interpretations and clarifications of contract documents, prepare Change Orders and Field Orders and make recommendations as to the acceptability of the work.
- Review the Contractor's Monthly Pay Requests and make recommendations regarding acceptance and recommendation for payment.
- Make monthly site visits, generally before or after the Monthly Construction Progress Meeting. Observe the progress and the quality of work and attempt to determine if the work is proceeding in accordance with the construction Contract Documents. The CONSULTANT will document any field observations.
- Attend Monthly Construction Progress Meetings at a location to be determined by the TOWN. The CONSULTANT shall draft a meeting agenda and prepare and distribute meeting minutes, as requested.
- In addition to the Monthly Construction Progress Meetings, participate in up to ten (10) additional meetings with the TOWN and/or Contractor for the purpose of coordination or to address construction related issues.
- Participate in up to six (6) public meetings. Assist the TOWN by preparing visual aids and/or other handouts to be used at/for the public meetings.
- Review samples, catalog data, schedules, shop drawings, modification requests, etc. and make recommendations on acceptability. Prepare Monthly Reports in advance of the Monthly Construction Progress Meeting showing the current status of all items submitted and reviewed.
- Review quality related documents provided by the Contractor such as laboratory tests, equipment tests, or-equal submittals and other data and documentation.

- Prepare Draft Contract Modifications (e.g. Change Orders, Field Changes, etc.) and in provide recommendations for negotiating with Contractor to determine the cost and time impacts of these changes.
- The CONSULTANT shall attend the "Final" project walk-throughs and prepare summary showing all Punch List items identified. CONSULTANT shall coordinate with the TOWN to confirm that the punch list items have been addressed before preparing a Letter of Recommendation of Project Acceptance and identify the start of the Project's Warranty Period.
- The CONSULTANT shall prepare Record Drawings using information provided by the TOWN and the Contractor. Record drawings shall consist of a full size (22"x34") blackline copy and a PDF version on CD or flash drive. CONSULTANT shall also provide the TOWN with AutoCAD files for the Project, if requested.
- The CONSULTANT shall attend the one-year warranty project walk through and prepare a summary showing all Punch List items identified. CONSULTANT shall coordinate with the TOWN to confirm that the punch list items are addressed before the One-Year Maintenance Bond Recommendation Letter is provided.
- Construction inspection services are not included in the scope of services and are considered an additional service. If construction inspection services are needed, the CONSULTANT can provide a proposal for performing the service upon request by the TOWN.
- Providing a Resident Engineer or Construction Inspector assigned during construction is not included in the scope of services and is considered an additional service. If these services are desired, the CONSULTANT can provide a proposal for providing these services upon request by the TOWN.
- CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor.
- The length of Construction Work in the field is anticipated to be for a period of thirty-six (36) months.

#### **DELIVERABLES**

- "Released for Construction" Document Package
- Meeting Agendas and Minutes
- Visual Aids and Hand-Outs
- RFI Response Recommendations
- Change Order and Field Change Response Recommendations
- Progress Reports for Tracking Various Services Provided
- Progress Payment Review and Recommendation
- Site Visit Observation Reports
- Final Punch List
- Recommendation of Acceptance Letter
- Record Drawings
- One-Year Warranty Walk-Through Punch List
- Recommendation of Bond Release Letter



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

**Agreement by and between the Town of Addison, Texas (Town)  
and Teague Nall and Perkins, Inc. (Consultant) to perform  
Professional Engineering Services for Design Support During  
Construction of the Midway Road Revitalization Project**

<u>Meetings</u>	<u>\$135,000.00</u>
Pre-Construction Meeting	
Monthly Progress Meeting	
Construction Coordination Meetings	
Public Meetings - Preparation\Participation	
<u>Design Support</u>	<u>\$426,900.00</u>
Review Submittals	
Respond to RFI's	
Prepare Field Orders	
Prepare Change Orders	
Site Visits	
<u>Landscape and Irrigation</u>	<u>\$33,000.00</u>
Review Landscape and Irrigation Submittals	
Landscape & Irrigation Field Reviews	
Final Walk-Through & Punchlist	
One-Year Warranty Walk-Through & Punchlist	
<u>Traffic Signalization</u>	<u>\$33,500.00</u>
Review Traffic Signal Submittals	
Traffic Signal Field Reviews	
Final Walk-Through & Punchlist	
One-Year Warranty Walk-Through & Punchlist	
<u>Pay Requests</u>	<u>\$21,000.00</u>
Review Monthly Pay Requests	
<u>Franchised Utility Coordination</u>	<u>\$18,200.00</u>
Continue Coordination with Franchised Utilities	
<u>Final Acceptance\Warranty</u>	<u>\$13,400.00</u>
Final Walk-Through & Punchlist	
Recommendation of Project Acceptance	
One-Year Warranty Walk-Through & Punchlist	
Recommendation of Release of Bonds	
<u>Field Work</u>	<u>\$70,650.00</u>
Supplemental Survey Work	
Supplemental SUE Test Holes	
Supplemental Level 'B' SUE	
<u>Record Drawings</u>	<u>\$25,050.00</u>
Prepare Record Drawings	
<u>3% Direct Costs</u>	<u>\$23,301.00</u>
<u>Total Services Listed Above</u>	<u>\$800,001.00</u>
<u>Additional Services</u>	<u>\$82,400.00</u>
Services not Listed in the Scope of Work	
Direct Costs for Additional Items	
<b>Total Not-to-Exceed Amount</b>	<b>\$882,401.00</b>

**Professional Services Agreement**  
**(Teague Nall & Perkins, Inc., Midway Road Revitalization Construction Phase Services)**  
Addison/ USA, Inc.

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**Engineering/Landscape Architecture/ROW**

Principal or Director	\$250
Team Leader	\$230
Senior Project Manager	\$220
Project Manager	\$175
Senior Engineer	\$230
Project Engineer	\$160
<b>Engineer III/ IV</b>	<b>\$135</b>
Engineer 1/11	\$125
Landscape Architect / Planner	\$160
Licensed Irrigator	\$130
Landscape Designer	\$120
Senior Designer	\$140
Designer	<b>\$130</b>
Senior CAD Technician	\$125
CAD Technician	\$110
<b>IT Technician</b>	<b>\$170</b>
Clerical	\$80
ROW Manager	\$190
Senior ROW Agent	\$160
ROW Agent	\$125
Relocation Agent	\$160
ROW Admin	\$70
Intern	\$70

	<b>Hourly Billing Rate</b>
<b>Surveying</b>	
Survey Manager	\$230
Registered Professional Land Surveyor (RPLS)	\$195
Field Coordinator	<b>\$140</b>
S.I.T. or Senior Survey Technician	\$140
Survey Technician	\$110
1-Person Field Crew w/ Equipment**	\$145
2-Person Field Crew w/ Equipment**	\$175
3-Person Field Crew w/ Equipment**	\$200
4-Person Field Crew w/ Equipment**	\$220
<b>Flagger</b>	<b>\$50</b>
Abstractor (Property Deed Research)	\$90
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$400
Terrestrial Scanning Equipment & Crew	\$250

<b>Utility Management, Utility Coordination, and SUE</b>	<b>Hourly Billing Rate</b>
Senior Utility Coordinator	\$165
Utility Coordinator	\$150
SUE Project Manager	\$190
SUE Engineer	\$170
Field Coordinator	\$140
SUE Utility Location Specialist	\$140
Utility Location Specialist	\$90
1-Person Designator Crew w/Equipment***	\$145
2-Person Designator Crew w/Equipment***	\$170
2-Person Vac Excavator Crew w/Equipment (Exposing Utility Only)	\$275
Core Drill (Equipment Only)	\$750/Day
SUE QL-A Test Hole (0<4 ft)	\$1,250 each
SUE QL-A Test Hole (>4<6 ft)	\$1,500 each
SUE QL-A Test Hole (>6<8 ft)	\$1,750 each
SUE QL-A Test Hole (>8<10 ft)	\$2,000 each
SUE QL-A Test Hole (>10<12 ft)	\$2,250 each
SUE QL-A Test Hole (>12<14 ft)	\$2,500 each

<b>Construction Management</b>	<b>Hourly Billing Rate</b>
Construction Inspector II	\$100
Construction Inspector III	\$110
Senior Construction Inspector	\$130
Construction Superintendent	\$180
Senior Project Manager	\$220

**Direct Cost Reimbursables:**

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP. These costs will not be paid separately, but are included in the 3% fee.

Any permit fees, filing fees or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost

**Notes:**

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or at cost times a multiplier of 1.10.

\*Rates shown are for 2021 and may be adjusted in subsequent years through mutual agreement.

\*\*Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Levels.

\*\*\*Includes crew labor, vehicle costs, and field supplies.

**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 (for Additional Services)**.

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

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: [purchasing@addisontx.gov](mailto:purchasing@addisontx.gov)**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the 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 commensurate with their scope of work. 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: Midway Road Revitalization – Design Support During Construction**

**Company: Teague Nall & Perkins, Inc.**

**Printed Name: Jonathan Bengfort**

**Signature:  Date: 11/17/20**

**Professional Services Agreement  
(Teague Nall & Perkins, Inc., Midway Road Revitalization Design Support During Construction)**

**Page 29**



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

THE STATE OF TEXAS

§  
§  
§

THE COUNTY OF DALLAS

I, Jonathan Bengfort a member of TNP, Inc., make this affidavit and hereby on oath state the following:

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

- Ownership of 10% or more of the voting shares of the business entity.
- Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000.00).
- A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- Other: \_\_\_\_\_
- 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 17<sup>th</sup> day of November, 2020.

Jonathan Bengfort / Director of Eng. Services  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared JONATHAN BENGFORT 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 17<sup>th</sup> day of NOVEMBER, 2020.



Shannon Perkins  
Notary Public in and for the State of Texas  
My commission expires: 8-15-2024

**Professional Services Agreement**  
(Teague Nall & Perkins, Inc., Midway Road Revitalization Construction Phase Services)  
Addison/ USA, Inc.

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

<b>FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity	
<p><b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b> This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p><b>1. Name of person who has a business relationship with local governmental entity.</b></p> <p align="center"><u>N/A</u></p>	<p>Date Received</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"><u>N/A</u>          _____          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><b>4. Signature of person doing business with the governmental entity Date:</b></p> <p><u></u>      _____      <u>11/17/20</u>          Signature      Date</p>	

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

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

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

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

## Council Meeting

11.

**Meeting Date:** 12/08/2020

**Department:** Infrastructure- Development Services

**Pillars:** Excellence in Transportation Systems

**Milestones:** Improve all modes of transportation with infrastructure in an acceptable condition and well maintained

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### **AGENDA CAPTION:**

Present, Discuss and Consider Action on a **Resolution Approving an Agreement for Professional Engineering Services Between the Town of Addison and Kleinfelder, Inc. to Perform Materials Testing Services as Quality Assurance for the Materials Utilized in the Construction of the Midway Road Revitalization Project and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$225,289.00.

### **BACKGROUND:**

Material testing services are required to assure the quality and consistency of the materials and workmanship utilized by the construction contractor to complete the Midway Road Revitalization Project. The Town issued a Request for Qualifications (RFQ) during the summer of 2017 for general engineering and design services. This RFQ resulted in a list of pre-qualified firms to perform engineering services within the Town. In addition to being on this pre-qualified list, Kleinfelder, Inc. was selected based on the quality of their work on previous projects with the Town, their extensive experience on similar projects and their ability to provide the required amount of seasoned testing technicians needed to keep up with the magnitude of materials that will be installed during construction of the Midway Road Revitalization Project.

The Scope of Work is detailed in Exhibit A, while a listing of fees for each type of testing can be found in Exhibit B of the agreement. Anticipated testing required during the construction of the Midway Road Revitalization Project includes soils identification; compaction and control testing; aggregate and concrete testing; asphalt testing; coring services; structural steel and drilled shaft inspections; and special services as requested by the Town.

The timeline for these services will be dependent on the Schedule of the Construction Contractor for the Midway Road Revitalization Project and is estimated to be performed over a thirty-six month period. The Midway Road Revitalization Project Budget includes \$300,000 for these services.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Midway Materials Testing

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE TOWN OF ADDISON AND KLEINFELDER, INC. TO PERFORM MATERIAL TESTING SERVICES AS QUALITY ASSURANCE FOR THE MATERIALS UTILIZED IN THE CONSTRUCTION OF THE MIDWAY ROAD REVITALIZATION PROJECT IN AN AMOUNT NOT TO EXCEED \$225,289.00, 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 Kleinfelder, Inc., for professional engineering services related to the Midway Road Revitalization Material Testing Project in an amount not to exceed \$225,289.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **8<sup>th</sup>** day of **DECEMBER** 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  
KLEINFELDER, Inc. (CONSULTANT)  
FOR  
PROFESSIONAL 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:     Kleinfelder, Inc.  
                                  7805 Mesquite Bend Drive, Suite 100  
                                  Irving, Texas 75063  
                                  Telephone: (972) 868-5900

for the following Project:   Midway Road Revitalization Material Testing

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 **Kleinfelder, 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, Material Testing Services 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

Professional Services Agreement – (Kleinfelder, Midway Road Revitalization Material Testing Services)  
Page 1 of 32

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 services 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 ("Standard of Care"). Consultant makes no other representation, guarantee, or warranty, express or implied, regarding the Services, or in any communication (oral or written), certification, report, opinion, or instrument of service provided pursuant to this Agreement.

- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in **Exhibit "A,"** which is attached hereto and incorporated herein by reference for all purposes, including all assumptions and limitations stated therein. 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 mutually authorized by the parties from time to time.
  - 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 and the Consultant, 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 "A."
- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of Services under this Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit "B."**



**ARTICLE 2  
THE TOWN'S RESPONSIBILITIES**

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

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

**ARTICLE 3  
CONSULTANT'S COMPENSATION**

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be on a Type of Payment Basis not to exceed **Two-Hundred and Twenty-Five Thousand Two-Hundred Eighty-Nine and 00/100 Dollars (\$225,289.00)**, ("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 Consultant's services included in the breakdown by tasks as noted in Exhibit "B" incorporates all labor, overhead, profit, Reimbursable Expenses and Consultant's Subconsultants' charges. Consultant 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 Reports shall be completed, submitted to, and accepted by the Town prior to payment of the final five percent (5%) of the Consultant's Fee, **Eleven Thousand Two Hundred Sixty Four and 45/00 Dollars (11,264.45)**. The electronic formatting of all Final Reports shall be consistent with industry standards and the Standard of Care used by contemporary members of Consultant's profession practicing under similar circumstances within the state of Texas.

- 3.1.2 **Disputes between Town and Construction Contractor** – If the Project involves the Consultant performing Material Testing Consulting 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 provide a Professional Determination whether or not the materials and/or processes delivered by the Contractor are within the limits of the specifications and within the common practices of the work performed. 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 ten (10) 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.
- 3.2 **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. Direct expenses are part of the compensation for the Items listed in Exhibit “B” with the exception of items listed in the “Personnel” Heading. Town of Addison Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses shall be followed. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant’s subsequent payment for services; provided, however this shall not be the Town’s sole and exclusive remedy for said overpayment.
- 3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit “A” of this Agreement. If authorized in writing by the Town, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph (“Additional Services”) and shown in the “Personnel” Category in Exhibit “B.” 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 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 on an hourly basis according to the personnel rates listed in Exhibit "B." The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to Town.
- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an acceptable invoice to the Town. Invoices are to be mailed to Town on a monthly basis and shall cover all work performed during the month. 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, the items listed in Exhibit "A."
- 3.5 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21<sup>st</sup>) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

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

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

- 4.1 **Documents Property of the Town** – The Project is the property of the Town, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials delivered under the terms of this agreement 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. All reuse of or reliance on Consultant’s documents outside the intended scope of this Agreement shall be at the Town’s sole risk and without liability or legal exposure to Consultant.

- 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 as deliverables (and Consultant’s professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the Town and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (Texas Government Code, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

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

- 5.1 **Required Professional Liability Insurance** – Consistent with the Terms and provisions of Exhibit “D,” Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall 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.

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

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

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

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

If the Agreement is required to go to the City Council for approval, then the Consultant shall execute and deliver to the Town the Form 1295 Certificate of Interested Parties, as required by section 2252.908, Texas Government Code, as amended, prior to the 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 material default and/or material 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 after notice and reasonable opportunity to cure has been offered to Consultant. If Town terminates this Agreement and Consultant is not in material default of the Agreement, Consultant shall be entitled to compensation for any and all work completed according to the industry standard of care, and 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 CITY 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 REASONABLE 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**

Professional Services Agreement – (Kleinfelder, Midway Road Revitalization Material Testing Services)  
Page 10 of 32



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

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

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 address:

**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 address:

**CONSULTANT**

Joel Peters, PE  
Kleinfelder, Inc.  
Sr. Project Manager  
7805 Mesquite Bend Drive, Suite 100  
Irving, Texas 75063

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

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

**ARTICLE 12  
MISCELLANEOUS**

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

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

12.1.2 **Exhibit “B,”** Compensation Schedule / Project Billing / Project Budget.

12.1.3 **Exhibit “C,”** Town of Addison Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.6 **Exhibit “D,”** Town of Addison Contractor Insurance Requirements.

12.1.7 **Exhibit “E,”** Affidavit.

12.1.8 **Exhibit “F,”** Conflict of Interest Questionnaire, Form CIQ.

12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Consultant

further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the Town as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

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

- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.14 **No Third Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.15 **No Boycott – Israel** – Pursuant to Texas Government Code Chapter 2271, Consultant's execution of this Agreement shall serve as verification that the Consultant does not presently boycott Israel and will not boycott Israel during the term of this Agreement.
- 12.16 **Site Access** – Town shall provide unimpeded and timely access to the Project site as may be required by Consultant for the successful and timely performance of the Services, included third party sites.
- 12.17 **Warranty of Title, Waste Ownership** – Consultant will not take title to any hazardous materials found at the Project site. Any risk of loss with respect to all materials shall remain with the Project site owner. Consultant shall not be considered the generator of such materials nor be responsible for the arrangement, transportation, treatment, and/or disposal of any materials. All samples shall remain the property of the Town. Where necessary, the Town shall be responsible to promptly, at its sole cost, remove and dispose of samples, cuttings and hazardous materials.

**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:**  
Kleinfelder, Inc.

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

Printed Name: David Boes

Title: Vice President/Area Manager

Date: 11-20-2020

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: \_\_\_\_\_

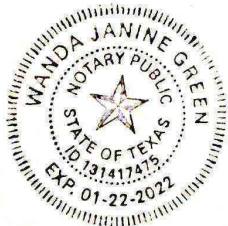
STATE OF Texas §  
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared David R. Boes, 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.

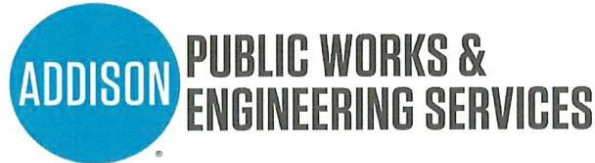
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of November, 2020.

Wanda Janine Green  
Notary Public In and For the State of Texas

My commission expires: 1-22-2022



**EXHIBIT A  
SCOPE OF WORK FOR PROFESSIONAL SERVICES CONSTRUCTION MATERIAL  
TESTING SERVICES**



This scope provides for Construction Material Testing for the Town of Addison Public Works and Engineering Services Department for professional testing and consulting services.

Firms providing Construction Material Testing services for the Town of Addison must have an established in-house laboratory meeting the standards of the ASTM requirements, whichever may be appropriate for the services proposed.

Firms providing services under this agreement must be qualified, as required by law, to provide the services proposed. Firms providing services under this agreement must be capable of providing the personnel and services indicated in the specific project proposal.

**PROFESSIONAL SERVICES REQUIRED**

**Construction Materials Testing Services**

Firms proposing these services shall supply all labor, supervision, installed and consumable materials, equipment, tools, and each and every item of expense necessary for performing laboratory analyses for the City of Dallas (the City), as required herein. The services required to be performed may include inspection, testing or analysis of one or more of the following:

- A. Soils Identification
- B. Compaction and Control Testing
- C. Aggregate Testing
- D. Concrete Testing
- E. Asphaltic Concrete Testing
- F. Coring Services
- G. Structural Steel
- H. Drilled Shaft Inspection
- I. Other Services as Requested

**CONSTRUCTION MATERIALS TESTING**

All firms proposing to provide Construction Materials Testing Services for the Town of Addison must have an established in-house laboratory and must be capable of providing the personnel and services indicated in the schedule, unless otherwise provided for in these schedules.

The following unit fees shall provide full compensation for all manpower supervision, material, equipment, overhead, profit, and any other costs required to provide these services, F.O.B. including invoice preparation and three copies of the report to the City.

Item 999 – Destination Charge – Covers all personnel and vehicle costs for travel to and from the Project Site. This Item shall also be used for sample pick-up and cylinder pick-up.

Item #	Laboratory Test Description	ASTM/TEX Procedure	Units
	<b>DESTINATION CHARGE</b>		
999	Destination Charge (Employee Time and Vehicle Charge)		Lump Sum
	<b>SOIL IDENTIFICATION</b>		
200	Atterburg Limits (Liquid and Plastic Limits and PI)	D-4318	Each
201	Atterburg Limits with Lime Additive (Liquid and Plastic Limits and PI)	D-4318	Each
223	Lime / pH Series, 5 Points	C-977	Each
	<b>COMPACTION AND CONTROL TESTING</b>		
300	Standard Proctor Test (Moisture-Density Relationship - Proctor Curve)	D-698	Each
301	Modified Proctor Test (Moisture-Density Relationship - Proctor Curve)	D-1557	Each
401	Sieve Analysis (Soil and Aggregate Particle Size through #200 Sieve)	C-422	Each
402	Material Finer than #200 Sieve (% Passing #200 Sieve)	D-1140	Each
403	Moisture-Density Relationship (Proctor Compaction Curve) 4"	D-698	Each
404	Moisture-Density Relationship (Proctor Compaction Curve) 6"	D698 or D-1557	Each
405	Field Density Test (Volumetric) Lab Portion	D-1556 or D-2167	Each
406	Field Gradation Tests (Lime/Cement) (Min. 3/Max. 10/Trip) (Technician/ Tests)		Each
407	Field Lime Depth Check (Min. 3/Max. 10/Trip) (Technician/ Tests)		Each
410	Nuclear Field Density Test (Min 2 / Max 8 Per Trip) (Technician & Tests)	D-2922 or D-3017	Each
411	Continuous Nuclear Field Density Testing (Technician & Tests) (Min 2 Hrs)	D-2922 or D-3017	Hour
411-OT	Continuous Nuclear Field Density Testing (Tech / Tests)(@ Town Request)	D-2922 or D-3017	Hour



<b>AGGREGATE</b>			
500	Sieve Analysis (Aggregate Particle Size)	C-136 or TEX-200-F	Each
501	Specific Gravity Tests of Coarse and Fine Aggregates	C-127 or C-128 TEX-201-F or TEX 202-F	Each
<b>Item #</b>	<b>Laboratory Test Description</b>	<b>ASTM/TEX Procedure</b>	<b>Units</b>
502	Material Finer than #200 Sieve (Decantation)	C-117 or TEX-200-F	Each
503	Unit Weight Determination (Aggregate Unit Weight, Rodding, Jiggling or Shoveling)	C-29 or TEX-200-F	Each
504	Sand Equivalent (Aggregate Quality Test)	D-2419 or TEX-2003-F	Each
520	L.A. Abrasion (Abrasion Resistance)	C-311 or C-535	Each
521	Sulfate Soundness (Soundness of Aggregate by Sodium or Magnesium Sulfate)	C-88	Each
522	TxDOT Wetball Mill (Flexible Base Quality Tests)	TEX-116-E	Each
<b>CONCRETE TESTING</b>			
600	Compression Test (Concrete Cylinders - Test and Hold)	C-31, C-39	Each
602	Compressive Strength Mortar (2" x 2" Cubes)	C-109	Each
603	Concrete Technician (Sampling & Testing Concrete)	C-138, C-143, C-231, C-172, C-173, C-1064	Hour
603-OT	Concrete Technician (Sampling & Testing Concrete) (@Town Request)		Hour
604	Review of Concrete Mix Designs (Review Against Project Specifications)		Lump Sum
610	Windsor Probe Testing (3 Probes Per Test)	C-803	Each
611	Compression and Modulus of Rupture (Brick Prism)		Each
<b>ASPHALT TESTING</b>			
700	Marshall Stability (Stability of Hot Mix Asphalt) 3 Specimens Required	D-1559	Each
701	Hveem Stability (Stability of Hot Mix Asphalt) 3 Specimens Required	TEX-208-F	Each
702	Molding Specimens (Molding Specimens Required for Marshall or Hveem Stability)	D-1559 or TEX-206-F	Each
703	Asphalt Density or Percent Voids (Determining Specific Gravity or Unit Weight of Marshall or Hveem Stability Specimens)	D-2726 or TEX-207-F	Each
705	Extraction/ Gradation (Percent Asphaltic Bitumen and Aggregate Particle Size)	D-2127 or TEX-210-F	Each
708	Max Theoretical Specific Gravity (Specific Gravity of Asphalt Mixture)	TEX-227-F	Each
710	Asphalt Technician (Sampling & Testing Concrete)		Hour

710-OT	Asphalt Technician (Sampling & Testing Concrete) (@Town Request)		Hour
<b>CORING SERVICES (Concrete and Asphalt)</b>			
800	2" Core (Vertical) (Includes Equipment)	C-42	Per Inch
801	4" Core (Vertical) (Includes Equipment)	C-42	Per Inch
802	6" Core (Vertical) (Includes Equipment)	C-42	Per Inch
805	Compressive Test of Concrete Cores	C-39 and C-42	Each
806	Asphalt Density/Percent Voids (Specific Gravity/Unit Specific Gravity/Unit Weight)	D-2726 or TEX-207	Each
807	Coring Technician Time		Hour
807-OT	Coring Technician Time (@ Town Request)		Hour
<b>STRUCTURAL STEEL</b>			
922	Structural Steel Inspector (2 Hour Minimum)		Hour
922-OT	Structural Steel Inspector (2 Hour Minimum) (@ Town Request)		Hour
<b>DRILLED SHAFT INSPECTION</b>			
1100	Drilled Shaft Inspector (2 Hour Minimum)		Hour
1100-OT	Drilled Shaft Inspector (2 Hour Minimum) (@ Town Request)		Hour
<b>Item #</b>	<b>Laboratory Test Description</b>	<b>ASTM/TEX Procedure</b>	<b>Units</b>
<b>PERSONNEL (Separate from Other Item Numbers)</b>			
002	Senior Engineer (As requested by Town)		Hour
003	Staff Engineer (As requested by Town)		Hour
005	Senior Engineering Tech (As requested by Town)		Hour
006	Engineering Tech (As requested by Town)		
006-OT	Engineering Tech (Overtime - As requested by Town)		Hour
007	Clerical (As Requested by Town)		Hour
DC1	Direct Costs (As Requested by Town)		Allowance

Item #      Qualifications / Experience Requirements of Personnel

- 002      Senior Engineer - Bachelor of Science in Civil Engineering or Geology from an accredited university, P.E. or equivalent with a minimum of five (5) years of experience.
- 003      Staff Engineer - Bachelor of Science in Civil Engineering or Geology from an accredited university.
- 005      Senior Engineering Technician - Minimum five (5) years of experience in Construction Materials Testing.
- 006      Engineering Technician - Minimum two (2) years of experience in this field.

- 007 Clerical – Hours as Requested.
- DC1 Direct Costs – As Requested. Actual Cost for requested services plus 10%.

Specific requirements as to types, numbers and locations of testing, special conditions and procedures controlling the work will be established by the Town Project Manager on a case by case basis for each location.

Work may include engineering or scientific interpretation, field and laboratory services and reports as required the Town. Any Engineering work must be conducted under the guidance / direction of a licensed professional engineer or other licensed professional as required by the Texas Engineering Practice Act and other governing laws.

## II. OTHER REQUIREMENTS

- A. Laboratory Credentials: Testing laboratories must comply with ASTM E329.**
- B. All Firms must have previous experience on similar services.
- C. All Firms must exhibit availability to perform requested services as needed.
- D. All Firms must be capable to perform services on time.
- E. All laboratory and office facilities are subject to review by the Town of Addison.

## III. TESTING REPORTS

The following standard requirements shall govern all testing reports submitted under this agreement unless otherwise directed by the Town Project Manager. Each report issued to the Town shall provide as a minimum:

1. Report Date.
2. The Project Number, Name and Specific Location of the Work.
3. Date of service, Project Title and Limits.
4. Testing Lab Letterhead with Authorized Signature.
5. Report Identification Number, Description, Items performed, Quantity Performed and Location.
6. Test Results.
7. Contract Standards Controlling the Test(s).
8. Compliance or noncompliance with the specifications.
9. Any extenuating circumstances affecting the test(s) or result(s).
10. Include dates and description of service time chargeable to delays, rescheduling and overtime premiums.
11. If manpower is involved, provide names, classification, times and hours.
12. Required report distribution as follows:
  - a. E-mail Report to everyone on the Project List within 24-Hrs. of Results.
  - b. Provide one original of all Test Reports with Monthly Invoice.
13. Identify any and all retests on the Report.
14. Provide receipts for all requested reimbursements under Item DC1

#### **IV. BILLING - INVOICE FORMAT**

All invoices for work performed under this price agreement will be required to clearly provide the following:

1. Consultants Monthly Application and Certification for Payment (Form 16-MT).
2. Monthly Invoice Summary Spreadsheet (Matching Exhibit 'B').
3. Copy of Valid Insurance Certificate.
4. List of report numbers and dates for billed charges.
5. Monthly Summary (Item Numbers only listed once).
6. Detailed Summary of work (Listed by Report Number and Date).
7. Test Reports and/or Daily Report Sheets for all work Invoiced.
8. Send Invoice to the Town. (one original and PDF File).

If an Invoice is revised, show the "Revised" and the revision date on the resubmittal. If the Revised Invoice has a different Invoice Number than the Original Invoice, a note must be added to show the Original Invoice Number and that this Revised Invoice replaces the Original Invoice.

## EXHIBIT B COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET



### MATERIAL TESTING SERVICES Midway Road Revitalization EXHIBIT 'B'

Item #	Laboratory Test Description	ASTM/TEX Procedure	Estimated Quantity	Units	Unit Price	Extension
<b>DESTINATION CHARGE</b>						
999	Destination Charge (Employee Time and Vehicle Charge)		400	Lump Sum	\$ 340.00	\$ 56,000.00
<b>SOIL IDENTIFICATION</b>						
200	Atterberg Limits (Liquid and Plastic Limits and PI)	D-431B	10	Each	\$ 85.00	\$ 850.00
201	Atterberg Limits with Lime Addition (Liquid and Plastic Limits and PI)	D-431B	2	Each	\$ 85.00	\$ 170.00
223	Lime / pH Series, 5 Points	C-977	4	Each	\$ 175.00	\$ 700.00
<b>COMPACTION AND CONTROL TESTING</b>						
300	Standard Proctor Test (Moisture-Density Relationship - Proctor Curve)	D-698	20	Each	\$ 265.00	\$ 5,300.00
301	Modified Proctor Test (Moisture-Density Relationship - Proctor Curve)	D-1557	1	Each	\$ 265.00	\$ 265.00
401	Sieve Analysis (Soil and Aggregate Particle Size through #200 Sieve)	C-422	5	Each	\$ 125.00	\$ 625.00
402	Material Finer than #200 Sieve (W. Passing #200 Sieve)	D-1140	10	Each	\$ 85.00	\$ 850.00
403	Moisture-Density Relationship (Proctor Compaction Curve) 4"	D-698	5	Each	\$ 265.00	\$ 1,325.00
404	Moisture-Density Relationship (Proctor Compaction Curve) 6"	D-698 or D-1557	1	Each	\$ 265.00	\$ 265.00
405	Field Density Test (Volumetric) Lab Portion	D-1556 or D-2167	1	Each	\$ 50.00	\$ 50.00
406	Field Gravimetric Test (Lime/Cement) (Min. 3 & Max. 10 Per Trip) (Technician and Tests)		200	Each	\$ 25.00	\$ 5,000.00
407	Field Lime Depth Check (Min. 3 & Max. 10 Per Trip) (Technician and Tests)		150	Each	\$ 25.00	\$ 3,750.00
410	Nuclear Field Density Test (Min. 3 & Max. 10 Per Trip) (Technician and Tests)	D-2922 or D-3017	500	Each	\$ 40.00	\$ 20,000.00
411	Continuous Field Density Testing (Technician and Tests) (Minimum 2 Hours)	D-2922 or D-3017	80	Hour	\$ 68.00	\$ 5,440.00
411-OT	Continuous Field Density Testing (Technician and Tests) (Overtime Requested by Town)	D-2922 or D-3017	10	Hour	\$ 99.00	\$ 990.00
<b>AGGREGATE</b>						
500	Sieve Analysis (Aggregate Particle Size)	C-336 or TEX-200-F	5	Each	\$ 125.00	\$ 625.00
501	Specific Gravity Tests of Coarse and Fine Aggregates	C-127 or ASTM 1198-02 or TEX-200-F	2	Each	\$ 85.00	\$ 170.00
502	Material Finer than #200 Sieve	C-117 or TEX-200-F	2	Each	\$ 85.00	\$ 170.00
503	Unit Weight Determination (Aggregate Unit Weight, Rodding, Heaving or Shoving)	C-29 or TEX-200-F	2	Each	\$ 65.00	\$ 130.00
504	Sand Equivalent (Aggregate Quality Test)	D-2419 or TEX-200-F	1	Each	\$ 100.00	\$ 100.00
510	L.A. Abrasion (Abrasion Resistance)	C-311 or C-535	1	Each	\$ 150.00	\$ 150.00
511	Sulfate Soundness (Soundness of Aggregate by Sodium or Magnesium Sulfate)	C-88	1	Each	\$ 150.00	\$ 150.00
512	TxDOT Wetbar MFI (Flexible Base Quality Tests)	TEX-116-F	4	Each	\$ 200.00	\$ 800.00
<b>CONCRETE TESTING</b>						
600	Compression Test (Concrete Cylinders - Test and Hold)	C-39	2250	Each	\$ 26.00	\$ 58,500.00
602	Compressive Strength Mortar (2" x 2" Cubes)	C-109	10	Each	\$ 30.00	\$ 300.00
603	Concrete Technician (Sampling and Testing Concrete)	TEX-116-F or TEX-116-F (over time) C-311 (over time) C-311	500	Hour	\$ 66.00	\$ 33,000.00
603-OT	Concrete Technician (Sampling and Testing Concrete) (Overtime as Requested by Town)		50	Hour	\$ 99.00	\$ 4,950.00
604	Review of Concrete Mix Designs (Review Against Project Specifications)		3	Lump Sum	\$ 500.00	\$ 1,500.00
610	Windsor Probe Testing (3 Probes Per Test)	C-803	5	Each	\$ 30.00	\$ 150.00
611	Compression and Modulus of Rupture (Brick Prism)		2	Each	\$ 220.00	\$ 440.00
<b>ASPHALT TESTING</b>						
700	Marshall Stability (Stability of Hot Mix Asphalt) 3 Specimens Required	D-1559	4	Each	\$ 175.00	\$ 700.00
701	Heaven Stability (Stability of Hot Mix Asphalt) 3 Specimens Required	TEX-208-F	4	Each	\$ 175.00	\$ 700.00
702	Molding Specimens (Molding Specimens Required for Marshall or Heaven Stability)	D-1559 or TEX-208-F	1	Each	\$ 65.00	\$ 65.00
703	Asphalt Density/Proctor Void (Minimum/Maximum/Target/Upper/Lower Limits)	D-3726 or TEX-207-F	10	Each	\$ 60.00	\$ 600.00
705	Extraction/Gelation (Percent Asphaltic Bitumen and Aggregate Particle Size)	D-2127 or TEX-210-F	1	Each	\$ 160.00	\$ 160.00
708	Maximum Theoretical Specific Gravity (Specific Gravity of Asphalt Mixture)	TEX-227-F	1	Each	\$ 150.00	\$ 150.00
710	Asphalt Technician (Sampling and Testing Concrete)		20	Hour	\$ 66.00	\$ 1,320.00
710-OT	Asphalt Technician (Sampling and Testing Concrete) (Overtime as Requested by Town)		2	Hour	\$ 99.00	\$ 198.00

Professional Services Agreement – (Kleinfelder, Midway Road Revitalization Material Testing Services) Page 22  
Addison/ USA, Inc.



MATERIAL TESTING SERVICES  
Midway Road Revitalization  
EXHIBIT 'B'

Item #	Laboratory Test Description	ASTM/TEX Procedure	Estimated Quantity	Units	Unit Price	Extension
<b>CORING SERVICES (Concrete and Asphalt)</b>						
800	2" Core (Vertical) (Includes Equipment)	C-42	250	Per Vertical Inch	\$ 3.38	\$ 845.00
801	4" Core (Vertical) (Includes Equipment)	C-42	180	Per Vertical Inch	\$ 4.40	\$ 792.00
802	6" Core (Vertical) (Includes Equipment)	C-42	20	Per Vertical Inch	\$ 6.60	\$ 132.00
805	Compressive Test of Concrete Cores	C-39 and C-42	10	Each	\$ 78.00	\$ 780.00
806	Asphalt Density/Percent Voidness of Concrete or Asphalt Concrete Slabs or Cores	D-2726 or TEX-207-F	3	Each	\$ 60.00	\$ 180.00
807	Coring Test Setup Time	D-2726 or TEX-207-F	16	Hour	\$ 60.00	\$ 960.00
807-01	Coring Test Setup Time (Overtime Requested by Town)	D-2726 or TEX-207-F	3	Hour	\$ 160.00	\$ 480.00
<b>STEEL TYPICAL STEEL</b>						
922	Structural Steel Inspector (2 Hour Minimum)		4	Hour	\$ 70.00	\$ 280.00
922-01	Structural Steel Inspector (2 Hour Minimum) (Overtime as Requested by Town)		2	Hour	\$ 105.00	\$ 210.00
<b>DRILLED SHAFT INSPECTION</b>						
1100	Drilled Shaft Inspector (2 Hour Minimum)		15	Hour	\$ 66.00	\$ 990.00
1100-01	Drilled Shaft Inspector (2 Hour Minimum) (Overtime as Requested by Town)		4	Hour	\$ 99.00	\$ 396.00
<b>PERSONNEL (Separate from Other Item Numbers)</b>						
002	Senior Engineer (As requested by Town)		15	Hour	\$ 175.00	\$ 2,625.00
003	Staff Engineer (As requested by Town)		10	Hour	\$ 140.00	\$ 1,400.00
005	Senior Engineering Tech (As requested by Town)		20	Hour	\$ 70.00	\$ 1,400.00
006	Engineering Tech (As requested by Town)		20	Hour	\$ 66.00	\$ 1,320.00
006-01	Engineering Tech (Overtime - as requested by Town)		4	Hour	\$ 99.00	\$ 396.00
007	Client (As Requested by Town)		15	Hour	\$ 65.00	\$ 975.00
007-01	Client (As Requested by Town)		1	Allowance	\$ 5,000.00	\$ 5,000.00
PC1	Direct Costs (As Requested by the Town)					
					<b>Total</b>	<b>\$ 225,289.00</b>

Proposal Prepared By: Neil Pelton, PE, Sr. Project Manager  
 Proposal By (Company Name): Kleinfelder, Inc.  
 Signature: [Signature]

Date: 11/20/2020



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

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

II. **GUIDELINES FOR DIRECT EXPENSES.**

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

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

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

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

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

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

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

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

- 1. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to Town specifically what costs are included in the markup calculation. To apply



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

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

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

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

**REQUIREMENTS**

Contractors performing work on 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.

	<b>TYPE OF INSURANCE</b>	<b>AMOUNT OF INSURANCE</b>	<b>PROVISIONS</b>
1.	<b>Workers' Compensation Employers' Liability</b> to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence  Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<b>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</u> and <u>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</u> and <u>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 of 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: Midway Road Revitalization – Material Testing**

**Company: Kleinfelder, Inc.**

**Printed Name:** David R. Boes

**Signature:**  **Date:** 11-20-2020

EXHIBIT "E"  
AFFIDAVIT

THE STATE OF TEXAS                    §  
  §  
THE COUNTY OF DALLAS               §

I, David R. Boes, a member of Kleinfelder, Inc, make this affidavit and hereby on oath state the following:

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

- Ownership of 10% or more of the voting shares of the business entity.
- Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000.00).
- A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- Other: \_\_\_\_\_
- 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 20th day of November, 2020.

[Signature]  
\_\_\_\_\_  
Signature of Official / Title


BEFORE ME, the undersigned authority, this day personally appeared David R. Boes 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 20th day of November, 2020.



Wanda Janine Green  
Notary Public in and for the State of Texas  
My commission expires: 1-22-2022

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

<b>FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity	
<p><b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b> This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p>1. Name of person who has a business relationship with local governmental entity.</p> <p align="center">NA</p>	Date Received
<p>2. Check this box if you are filing an update to a previously filed questionnaire. <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>3. Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">NA</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>4. Signature of person doing business with the governmental entity Date:</p> <p align="center">             _____            Signature         </p> <p align="center">           11-20-2020            _____            Date         </p>	

**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
Mayor Pro Tempore:	Lori Ward
Deputy Mayor Pro Tempore:	Guillermo Quintanilla
Council Members:	Tom Braun, Council Member Ivan Hughes, Council Member Marlin Willesen, Council Member Paul Walden, Council Member
City Manager:	Wesley S. Pierson

**Council Meeting**

**12.**

**Meeting Date:** 12/08/2020

**Department:** City Secretary

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**AGENDA CAPTION:**

Present, Discuss and Consider Action on a **Resolution Appointing Three (3) Members to Serve on the Board of Zoning Adjustment for Two-Year Terms Commencing January 1, 2021 and Providing an Effective Date.**

**BACKGROUND:**

Historically, the City Council reviews the standing board and commission membership in the last quarter of each year. Notifications were made to the community requesting interested individuals to submit applications for the Board of Zoning Adjustment. The application deadline was Friday, November 20, 2020. A complete list of applicants and their respective applications has been provided to the City Council.

The Board of Zoning Adjustment (Board) has three (3) members with terms expiring this year. Individuals appointed to the Board may serve up to the (3) consecutive two-year terms. The table below provides information related to the Board Members in Places 1, 2, and 3 with terms that will expire in December 2020.

<b>Place</b>	<b>Name</b>	<b>Terms Served</b>	<b>Appointed by</b>
1	Lary Brown	1	Willesen
2	Peggy Gilchrist-Ploss	1	Quintanilla
3	Denise Fansler	1	Walden

**RECOMMENDATION:**

Staff seeks Council direction.

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**Attachments**

Resolution - Appointing Three Members to the Board of Zoning Adjustment 2021 Applicants; Current Membership

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**RESOLUTION NO. R20-**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPOINTING THREE MEMBERS TO SERVE ON THE BOARD OF ZONING ADJUSTMENT FOR TWO-YEAR TERMS COMMENCING JANUARY 1, 2021 AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 2 of the Town of Addison Code of Ordinances, the Addison Board of Zoning Adjustment is comprised of seven members serving a two-year term; and

**WHEREAS**, the terms for the current Board of Zoning Adjustment members serving in Place 1, Place 2, and Place 3 will expire on December 31, 2020; and

**WHEREAS**, the City solicited applications from all residents of the City for appointments to the City's Boards and Commissions.

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

**SECTION 1.** The following appointments are made to the Addison Board of Zoning Adjustment to serve two-year terms ending on December 31, 2022 or until their successor is appointed and duly authorized to serve:

<b>Place #</b>	<b>First Name</b>	<b>Last Name</b>	<b>Terms Served</b>	<b>Appt. By</b>
1				Willesen
2				Quintanilla
3				Walden

**SECTION 2.** This Resolution shall take effect upon its passage and approval.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the 8<sup>th</sup> day of **DECEMBER** 2020.

**TOWN OF ADDISON, TEXAS**

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

**ATTEST:**

Reviewed/Prepared/Approved by law offices of **Messer, Fort & McDonald**

\_\_\_\_\_  
Irma G. Parker, City Secretary



**2020 Board/Commission Applicants**  
**12/8/2020**

<b>Last Name</b>	<b>First Name</b>	<b>1st Preference</b>	<b>Other</b>
Aleman	Andrew	Board of Zoning Adjustment	
Brown	Lary	Board of Zoning Adjustment	
Dunlap	Jeanne	Board of Zoning Adjustment	
Levy	Glenn	Board of Zoning Adjustment	
Niemann	Jimmy	Board of Zoning Adjustment	
Frampton	Ana-Maria	Community Partners	
Perry	Karen	Community Partners	Addison Cat Lady
Powell	Fran	Community Partners	Metrocrest Services
Baim	Stephanie	Planning & Zoning	
Collins	David F	Planning & Zoning	
Craig	Name	Planning & Zoning	
Fansler	Denise	Planning & Zoning	
Gardner	Darren	Planning & Zoning	
Meleky	John	Planning & Zoning	
Metcalf	Ryan	Planning & Zoning	
Singh	R.J.	Planning & Zoning	
Teza	Richard	Planning & Zoning	
Wheeler	Kathryn	Planning & Zoning	
Willis	Brittany	Planning & Zoning	

**Board of Zoning Adjustments**  
**12/8/2020**

Place #	First Name	Last Name	Appt. Date	Expiration	Appt #	Appt. By	Comments
1	Lary	Brown	10/23/2018	12/31/2020	1	Willesen	
2	Peggy	Gilchrist-Ploss	10/23/2018	12/31/2020	1	Quintanilla	Not seeking re-appointment
3	Denise	Fansler	12/10/2019	12/31/2020	1	Walden	
4	E.J.	Copeland	10/29/2019	12/31/2021	2	Braun	
5	Jeanne	Dunlap	10/29/2019	12/31/2021	2	Ward	
6	Gary	Krupkin	10/29/2019	12/31/2021	2	Chow	
7	J.T.	McPherson	10/29/2019	12/31/2021	1	Hughes	

**Council Meeting**

**13.**

**Meeting Date:** 12/08/2020

**Department:** City Secretary

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**AGENDA CAPTION:**

Present, Discuss and Consider Action on a **Resolution Appointing Three (3) Members to Serve on the Planning & Zoning Commission for Two-Year Terms Commencing January 1, 2021 and Providing an Effect Date.**

**BACKGROUND:**

Historically, the City Council reviews the standing board and commission memberships in the last quarter of each year. Notifications were made to the community informing individuals interested in serving on the Planning and Zoning Commission to apply. The application deadline was Friday, November 20, 2020. City Council Members have been provided with a complete list of applicants and their respective applications.

The Planning & Zoning Commission has three (3) members with terms expiring on December 31, 2020. The table below indicates the Commissioners' with expiring terms and other important information. Commission members may serve up to three (3) consecutive two (2) year terms. The next term of office begins in January of 2021 and expires in December 2022.

Place	Name	Terms Served	Appointed By
1	Kathryn Wheeler	2	Willesen
2	Nancy Craig	1	Quintanilla
3	John Meleky	2	Walden

**RECOMMENDATION:**

Staff seeks Council direction.

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**Attachments**

Resolution - Appointing Three Members to the Planning & Zoning Commission 2021 Applicants; Current Membership

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**RESOLUTION NO. R20-**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPOINTING THREE MEMBERS TO SERVE ON THE PLANNING & ZONING COMMISSION FOR TWO-YEAR TERMS COMMENCING JANUARY 1, 2021 AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 2 of the Town of Addison Code of Ordinances, the Addison Planning & Zoning Commission is comprised of seven members serving a two-year term; and

**WHEREAS**, the terms for the current Planning & Zoning Commission members serving in Place 1, Place 2, and Place 3 will expire on December 31, 2020; and

**WHEREAS**, the City solicited applications from all residents of the City for appointments to the City's Boards and Commissions.

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

**SECTION 1.** The following appointments are made to the Addison Planning & Zoning Commission to serve two-year terms ending on December 31, 2022 or until their successor is appointed and duly authorized to serve:

<b>Place #</b>	<b>First Name</b>	<b>Last Name</b>	<b>Terms Served</b>	<b>Appt. By</b>
1				Willesen
2				Quintanilla
3				Walden

**SECTION 2.** This Resolution shall take effect upon its passage and approval.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the 8<sup>th</sup> day of **DECEMBER** 2020.

**TOWN OF ADDISON, TEXAS**

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

**ATTEST:**

Reviewed/Prepared/Approved by law offices of **Messer, Fort & McDonald**

\_\_\_\_\_  
Irma G. Parker, City Secretary

## 2020 Board/Commission Applicants

12/8/2020

Last Name	First Name	1st Preference	Other
Aleman	Andrew	Board of Zoning Adjustment	
Brown	Lary	Board of Zoning Adjustment	
Dunlap	Jeanne	Board of Zoning Adjustment	
Levy	Glenn	Board of Zoning Adjustment	
Niemann	Jimmy	Board of Zoning Adjustment	
Frampton	Ana-Maria	Community Partners	
Perry	Karen	Community Partners	Addison Cat Lady
Powell	Fran	Community Partners	Metrocrest Services
Baim	Stephanie	Planning & Zoning	
Collins	David F	Planning & Zoning	
Craig	Name	Planning & Zoning	
Fansler	Denise	Planning & Zoning	
Gardner	Darren	Planning & Zoning	
Meleky	John	Planning & Zoning	
Metcalf	Ryan	Planning & Zoning	
Singh	R.J.	Planning & Zoning	
Teza	Richard	Planning & Zoning	
Wheeler	Kathryn	Planning & Zoning	
Willis	Brittany	Planning & Zoning	

Planning Zoning Commission  
12/8/2020

Place #	First Name	Last Name	Appt. Date	Termination Date	Other	Resolution	Appt.	Appt. By:
1	Kathryn	Wheeler	10/23/2018	12/31/2020	Chairman	R18-093	2	Willensen
2	Nancy	Craig	12/10/2019	12/31/2020		R19-116	1	Quintanilla
3	John	Meleky	10/23/2018	12/31/2020		R18-093	2	Walden
4	Robert	Catalani	10/29/2019	12/31/2021		R19-094	2	Braun
5	Eileen	Resnik	10/29/2019	12/31/2021		R19-094	2	Ward
6	Chris	DeFrancisco	10/29/2019	12/31/2021		R19-094	1	Chow
7	Tom	Souers	10/29/2019	12/31/2021		R19-094	2	Hughes

**Council Meeting**

**14.**

**Meeting Date:** 12/08/2020

**Department:** City Manager

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**AGENDA CAPTION:**

Present, Discuss, and Consider Action on a **Resolution Appointing Individuals to Serve on the Community Partner Bureau for Three-Year Terms Commencing January 1, 2021 and Providing an Effective Date.**

**BACKGROUND:**

Historically, the City Council considers Community Partners Bureau (CPB) appointments during the last quarter of each year. Notifications were made to the community informing individuals interested in serving on the CPB to apply. The application deadline was Friday, November 20, 2020. City Council members were provided with a complete list of applicants for the CPB.

The following Community Partners will be without a Bureau Member unless an appointment is made:

- Metrocrest Services
- The Family Place
- Dallas Cat Lady
- Metrocare Services

The re-appointment of Fran Powell to serve as a Bureau Member to Metrocrest Services will necessitate an exemption to the current Community Partners Bureau Policy. This policy contains a limitation on re-appointment to the same Community Partner. The policy is scheduled for review by Council in January of 2021.

**RECOMMENDATION:**

Staff seeks Council direction.

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**Attachments**

Resolution - Community Partners Bureau Appointments 2020  
2021 Applicants; Current Membership

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**RESOLUTION NO. R20-**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPOINTING INDIVIDUALS TO THE COMMUNITY PARTNERS BUREAU AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, each year the Town of Addison, Texas (“City”) enters into agreements for services with non-profit entities to provide a variety of public services to citizens of the City; and

**WHEREAS**, the City Council has previously established a committee of persons, known as the Community Partners Bureau, the members of which serve as the Town’s representative or liaison to those non-profit entities; and

**WHEREAS**, the City Council, by Resolution No. R13-010 initially adopted policies pertaining to the operation of the Community Partners Bureau, and subsequently, amended the policies through Resolution Nos. R15-007 and R17-48; and

**WHEREAS**, the City Council desires to appoint members to serve on the Community Partners Bureau in accordance with the amended policies.

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

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

**Section 2.** The following persons are appointed to serve on the Community Partners Bureau as described below:

<b>Bureau Member</b>	<b>Community Partner</b>	<b>Term Begins</b>	<b>Term Expires</b>
	Metrocrest Services	1/1/2021	12/31/2023
	The Family Place	1/1/2021	12/31/2023
	Dallas Cat Lady	1/1/2021	12/31/2023
	Metrocare Services	1/1/2021	12/31/2023

**Section 3.** This Resolution shall take effect upon its passage and approval.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **8<sup>th</sup>** day of **DECEMBER** 2020.

**TOWN OF ADDISON, TEXAS**

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

**ATTEST:**

\_\_\_\_\_  
Irma G. Parker, City Secretary

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



## 2020 Board/Commission Applicants

12/8/2020

Last Name	First Name	1st Preference	Other
Aleman	Andrew	Board of Zoning Adjustment	
Brown	Lary	Board of Zoning Adjustment	
Dunlap	Jeanne	Board of Zoning Adjustment	
Levy	Glenn	Board of Zoning Adjustment	
Niemann	Jimmy	Board of Zoning Adjustment	
Frampton	Ana-Maria	Community Partners	
Perry	Karen	Community Partners	Addison Cat Lady
Powell	Fran	Community Partners	Metrocrest Services
Baim	Stephanie	Planning & Zoning	
Collins	David F	Planning & Zoning	
Craig	Name	Planning & Zoning	
Fansler	Denise	Planning & Zoning	
Gardner	Darren	Planning & Zoning	
Meleky	John	Planning & Zoning	
Metcalf	Ryan	Planning & Zoning	
Singh	R.J.	Planning & Zoning	
Teza	Richard	Planning & Zoning	
Wheeler	Kathryn	Planning & Zoning	
Willis	Brittany	Planning & Zoning	

# COMMUNITY PARTNERS

12/8/2020

Place #	First Name	Last Name	Appt. Date	Expiration	Other	Comments
1	Suzie	Oliver	1/1/2019	12/31/2021	Woven Health Clinic	
2	June	Cooper	1/1/2016	12/31/2019	The Family Place	Not seeking re-appointment
3	Fran	Powell	1/1/2017	12/31/2019	Metrocrest Services	
4	Vacant				Dallas Cat Lady	
5	Vacant				Metrocare Services	