

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 CRIADO AND ASSOCIATES, INC., FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE RAWHIDE CREEK BASIN – PROBLEM AREA NO. 7 DRAINAGE IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$343,591.00, 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 **Criado and Associates, Inc.**, for professional engineering services related to the **Rawhide Creek Basin – Problem Area No. 7 Drainage Improvements** Project in an amount not to exceed \$343,591.00, 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 **12th** day of **JANUARY 2021**.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement. The standard of care for all professional service performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the Town.
- 1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" which have not been issued as a duly executed, written change order by the Addison City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written change order shall be preceded by the Addison City Council's authorization for the Addison City Manager to execute said change order.
- 1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE ADDISON CITY MANAGER.** Project Managers, Superintendents, and/or Inspectors of the Town are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and receipt of written Professional Services Agreement – (Criado & Associates, Inc., Rawhide Creek Basin – Problem Area No.7 Drainage Improvements)

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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 **Three Hundred and Forty Three Thousand Five Hundred and Ninety One and 00/100 Dollars (\$343,591.00)**, ("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

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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. All final work and design shall be performed in accordance with guidelines established by the Town of Addison Public Works and Engineering Department. 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.

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- 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.

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3.3.6 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to Town.

Personnel Hourly Rates

Labor Category	Hourly Rate
Principal	\$ 300.00
Senior Project Manager	\$ 230.00
Project Engineer	\$ 145.00
Engineer in Training	\$ 115.00
Senior Engineering/CADD Tech	\$ 115.00
Survey Technician	\$ 120.00
RPLS	\$ 160.00
2-Man Field Crew	\$ 170.00
SUE Field Manager	\$ 115.00
SUE Tech II	\$ 90.00
Clerical	\$ 90.00

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town immediately upon completion of each individual task listed in Exhibit “B.” On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.

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- 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 (21st) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 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

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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.
- 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

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

**ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS**

- 5.1 **Required Professional Liability Insurance** – Consultant shall maintain, at no expense to Town, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required General Liability Insurance** - Consistent with the terms and provisions of Exhibit “D,” Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a general liability insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit “D,” Town of Addison Contractor Professional Services Agreement – (Criado & Associates, Inc., Rawhide Creek Basin – Problem Area No.7 Drainage Improvements)

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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

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AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

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

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

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

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

**ARTICLE 8
TERMINATION OF AGREEMENT / REMEDIES**

Town may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If Town terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the Town is required to pay in order to finish the Project. On any 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

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

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

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

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

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

Director of Public Works and Engineering Services
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001

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

**Criado & Associates, Inc.
Cristina Criado, President and CEO
4100 Spring Valley Road, Suite 1001
Dallas, Texas, 75244**

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

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

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “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.

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- 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.

Professional Services Agreement – (Criado & Associates, Inc., Rawhide Creek Basin – Problem Area No.7 Drainage Improvements)

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- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.14 **No Third Party Beneficiaries** -- Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.15 **No Boycott – Israel** – Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

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


Effective Date: _____

TOWN:
Town of Addison, Texas

By: _____
Wesley S. Pierson, City Manager

Date: _____

CONSULTANT:
Criado and Associates, Inc.

By:  _____
Cristina Criado, President and CEO

Date: 12/03/2020

**Professional Services Agreement – (Criado & Associates, Inc., Rawhide Creek Basin –
Problem Area No.7 Drainage Improvements)**

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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 Cristina Criado, PE, 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 3 day of _____
December, 2020.

Samantha Chaney

Notary Public In and For the State of Texas
My commission expires: 11/28/2021



Professional Services Agreement – (Criado & Associates, Inc., Rawhide Creek Basin – Problem Area No.7 Drainage Improvements)

Exhibit "A"
Scope of Services
Agreement by and between the Town of Addison, Texas (Town)
and Criado & Associates, Inc. (Consultant)
to perform Professional Engineering Services for
RAWHIDE CREEK BASIN – PROBLEM AREA NO.7 DRAINAGE
IMPROVEMENTS

BASIC DESIGN SERVICES

0.0 GENERAL

0.1 Project Description

The project will provide for the drainage improvements needed along the residential streets of Waterside Court, Waterford Drive, Les Lacs Avenue, Beaupark Lane, and Brookwood Lane as well as the trail section that begins at Brookwood Lane and continues parallel to Brookwood Lane through the linear park connecting at Marsh Lane as identified in the Stormwater System Assessment and Capital Improvement Program prepared for the Town of Addison by Halff Associates in August 2017 (**See Figure 1 - Recommended Plan (Problem Area No. 7) for Rawhide Creek Basin**). The drainage improvements consist of capturing storm runoff along Waterside Court and Waterford Drive at the respective low-point curb inlets and running proposed underground storm drain pipes towards the intersection at Les Lacs Avenue. Drainage improvements along Les Lacs Avenue run from Waterside Court to Beau Park Lane. Along Beau Park Lane, drainage improvements will consist of adding a parallel underground storm drain pipe to increase pipe capacity of the existing undersized underground storm system that runs along Beau Park Lane from Les Lacs Avenue to Brookwood Lane and continues south along the existing trail at Brookwood Lane. The drainage improvements will follow the trail south from Brookwood Lane and run west along the linear park connecting to the existing storm drain system at Marsh Lane. Per the Stormwater System Assessment and Capital Improvement Program prepared for the Town of Addison by Halff Associates, a small underground detention area is necessary to detain the peak flooding event to mitigate for downstream impacts to Farmers Branch Creek. Town of Addison shall provide the directive as to the modeling and design parameters of the detention system. The drainage improvements include the construction of a berm along the banks of Les Lacs Pond at Waterside Court to eliminate the spill and reduce flooding in

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Waterside Court.

All work will be performed within the existing public right-of-way and drainage easements. Plans will be prepared using conventional ground topographic surveying tied to the Town of Addison Geodetic Control Network to produce 1"=20' scale 22"X34" construction documents.

0.2 Project Phasing

This project shall be divided into seven phases:

- Survey, Level B SUE, and Geotechnical Engineering Data Report
- Schematic Design Phase
- Preliminary Design Phase
- Pre-Final Design Phase
- Final Design Phase
- Bid Phase Services
- Design Support During Construction

0.3 Design Standards

Design and preparation of construction drawings and technical specifications required for the project shall be in accordance with the most recent version of the following standards.

- a. Town of Addison Standard Construction Details and Design Standards
- b. NCTCOG Construction Specifications and Details
- c. AASHTO Design Criteria
- d. TDLR Architectural Barriers Act / Texas Accessibility Standards
- e. TxDOT Design and Construction Standards

1.0 SCHEMATIC DESIGN (30% PS&E)

1.1 Data Collection

Obtain and review available reports, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other features within the project area from the Town of Addison. Contact private utilities along the project for information on existing and proposed facilities.

1.2 Project Kick-Off Meeting

Meet with the Town of Addison staff to review and discuss the primary design criteria, operational concerns, and other preliminary data. Prepare a record of the preliminary design meeting and distribute it to all attendees.

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1.3 Schematic Design (30% PS&E)

- a. Establish alignment of proposed drainage improvements and right-of-way limits, pipe sizing, and limits of proposed drainage improvements, roadway and trail reconstruction, and other paving & drainage improvements.
- b. Contract with a Geotechnical Engineering Firm to begin geotechnical engineering and soil borings.
- c. Determine if any additional easements and/or Right-of-way are necessary for drainage considerations.

1.4 Quantities and Engineer's Estimate of Probable Construction Cost

Prepare quantities and a preliminary Engineer's Estimate of Probable Construction Cost.

1.5 Schematic Submittal

Submit three (3) sets of schematic roll plots and digital PDF to the Town for review.

1.6 Town Review Meeting

Meet with the Town of Addison to discuss schematic plans, preliminary drainage design, and general approach to construction phasing, and traffic control.

1.7 Public Meeting

Assist the Town in conducting one public neighborhood meeting thru preparation of a project exhibit showing proposed drainage improvements. Attend public meeting to be organized and presented by the Town of Addison, if required.

2.0 PRELIMINARY DESIGN (60% PS&E)

2.1 Preliminary Design

Revise schematic plans incorporating comments received from the Town and proceed with the development of Preliminary Design plans; including preparation of the following sheets at the engineering scale indicated:

- a. Cover and Index sheet
- b. Summary of Quantity sheet
- c. General Notes sheets
- d. Project Control / ROW Map sheets. Scale 1" = 40'.
- e. Removal Plan sheets. Scale 1" = 20'.
- f. Construction Phasing and Traffic Control Narrative. Scale 1" = 40'.

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- g. Paving Plan sheets for street reconstruction. Scale 1" = 20'.
- h. Grading Plan sheets (Berm Area Only). Scale 1" = 20'
- i. Drainage Area Map. Scale 1" = 80'.
- j. Drainage Calculation sheets.
- k. Storm Sewer Plan & Profile sheets. Scale 1" = 20' vertical and 1" = 4' horizontal.
- l. Erosion Control Plan sheets. Scale 1" = 20'.
- m. Construction Detail sheets.

2.2 Utility Coordination

Work with affected utilities such as water, gas, telephone, cable TV, and electric to obtain accurate information for horizontal and vertical data for their facilities. Distribute the plans to local utility companies to obtain information regarding impacts to their facilities.

2.3 Quantities and Engineer's Estimate of Probable Construction Cost

Prepare quantities and a preliminary Engineer's Estimate of Probable Construction Cost.

2.4 Specifications

Prepare an outline of specifications for the proposed improvements using the North Central Texas Council of Governments Specifications for Public Works Construction, Texas Department of Transportation, Town of Addison standards, and other applicable standard specifications.

2.5 Preliminary Submittal

Submit three (3) sets of half size 11"x17" preliminary plans, digital PDF, outline of specifications, and preliminary estimates to the Town for review.

2.6 Town Review Meeting

Meet with the Town to discuss preliminary plans, outline of specifications, estimates, and drainage requirements.

3.0 PRE-FINAL DESIGN (95% PS&E)

3.1 Pre-Final Design

Revise preliminary plans incorporating comments received from the Town. Incorporate comments from utility companies. Prepare pre-final plans for the proposed drainage improvements, including paving plans (plan view only), details, notes and related information required for bidding.

3.2 Pre-Final Quantities and Engineer's Estimate of Probable Construction Cost

Prepare a pre-final estimate of construction quantities and develop pre-final Engineer's Estimate of Probable Construction Cost.

3.3 Specifications

Revise the outline of specifications and prepare the contract documents and standard specifications including technical special provisions incorporating comments received from the Town. Prepare pre-final technical special provisions and additional technical specifications, if necessary, for the proposed improvements to supplement the North Central Texas Council of Governments Specifications for Public Works Construction, Texas Department of Transportation, Town of Addison standards, and other applicable standard specifications.

3.4 Pre-Final Submittal

Submit three (3) sets of half size 11"x17" pre-final plans, digital PDF, pre-final contract documents, and bid proposal forms prepared by the Engineer to the Town.

3.5 Town Review Meeting

Meet with the Town to discuss pre-final plans, specifications, and Engineer's Estimate of Probable Construction Cost.

4.0 FINAL DESIGN (100% PS&E)

4.1 Final Design

Revise pre-final plans incorporating comments received from the Town. Incorporate comments from utility companies. Prepare final plans for the proposed drainage improvements, including paving plans, details, notes and related information required for bidding.

4.2 Final Quantities and Engineer's Estimate of Probable Construction Cost

Prepare a final estimate of construction quantities and develop final Engineer's Estimate of Probable Construction Cost.

4.3 Specifications

Finalize the technical special provisions. Prepare additional technical specifications, if necessary, for the proposed improvements to supplement the North Central Texas Council of Governments Specifications for Public Works Construction, Texas Department of Transportation, Town of Addison standards, and other applicable standard specifications.

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4.4 Final Submittal

Submit three (3) sets of half size 11"x17" final plans, digital PDF, contract documents, and bid proposal forms prepared by the Engineer to the Town.

4.5 Town Review Meeting

Meet with the Town to discuss final plans, specifications, and Engineer's Estimate of Probable Construction Cost.

4.6 Contract Bid Documents

Assist the Town in preparing final bid documents using existing Town of Addison standard documents as directed by the Town staff. Bid documents shall include bid proposal forms, construction plans, specifications, and other documents required by the Town of Addison.

SPECIAL SERVICES

5.0 TOPOGRAPHIC SURVEY FOR DESIGN

5.1 Project Control

Criado shall establish project control along the length of the project and shall include the following:

- Control monuments will be set no greater than 600-feet apart.
- Where appropriate the following control points will be set:
 - 5/8-inch capped iron rod, 18-inches in length set in concrete.
 - Mag Nails set in asphalt.
 - 'X' cut in concrete.
- The horizontal data shall be established using GPS.
- The vertical data shall be established by a differential level loop, with elevations based on the Town of Addison's TxDOT Survey Control Monuments.

5.2 Topographical Survey

Criado proposes to provide topographical survey data from right-of-way to right-of-way in the areas depicted in green in the aerial exhibit (**Figure 2 – Topographic Survey & Subsurface Utility Engineering Limits**) attached herewith and shall include the following, where existing:

- Natural ground shots on a 50-foot grid.
- Ties to curb at the back of curb, flowline of gutter, edge of asphalt and the crown of the road.

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- Ties to the edges of driveway, centerline of driveway.
- Ties to fences, walls and retaining walls.
- Ties to trees, 6-inches or greater in caliper diameter measured at breast height (4.5-feet above ground), providing the common tree name (Note: Criado field crews are not certified arborists and cannot guarantee that trees are correctly identified).
- All mailboxes, street signs and traffic control signs and or devices.
- Ties to all above ground visible utilities.
- Ties to all signs indicating the location of an underground utility.
- Ties to all paint marks and flags provided by Texas811 indicating the horizontal location of an underground utility.
- Ties to all storm drain curb inlets, providing the width of the throat and depth of inlet, storm drain drop inlets, slotted drains, and manholes, providing a shot on the center of the manhole rim and flowline at the center of the manhole, approximate pipe sizes and direction of flow.
- Ties to all wastewater manholes, providing a shot on the center of the manhole rim and flowline at the center of the manhole, approximate pipe sizes and direction of flow.
- Ties to all waterline appurtenances, including but not limited to fire hydrants, water meters, water valves, air release valves, blow off valves, irrigation control valves, etc.
- **Deliverables**
 - 1) A 2d CADD file in MicroStation V8i
 - 2) A 3d CADD file in MicroStation V8i
 - 3) A .csv file containing all points tied.
 - 4) A file in MicroStation V8i containing lines depicting the boundary of the properties within the project limits and property ownership information based on Dallas Appraisal District records.

6.0 BID PHASE SERVICES

6.1 Advertising and Pre-bid Meeting

Assist Town staff in advertising for bids. Coordinate agenda, sign in sheet, attend pre-bid meeting coordinated by the Town, and provide minutes.

6.2 Plan Distribution

Furnish plans and specifications to the Town for bid purposes. Cost for these to be repaid by non-refundable deposit from plan holders

6.3 Addenda

Prepare and distribute addendum required to modify the requirements of the project during bidding, respond to requests for clarification, and issue instructions to bidders as directed by the Town of Addison.

6.4 Receive Bids – Not in Contract

6.5 Bid Tabulation

Town of Addison Purchasing Department to receive bids; one copy for the Town and one copy for CRIADO, to be provided via email. Prepare a tabulation of bids for the project and verify the bid amounts. Evaluate bidders using Town of Addison's scoring system, including obtaining information on past work history and physical resources.

6.6 Recommendation for Award

Prepare a recommendation for award of contract or other action and notify bidders of the action taken by the Town of Addison.

6.7 Prepare Final Plans and Specifications (Conformance Set)

A final specification and contract book will be prepared incorporating the contractors executed contract documents and unit bid prices

7.0 DESIGN SUPPORT DURING CONSTRUCTION (HOURLY SERVICES)

These services are intended to assist the Town in administering the contract for construction and assisting the Town in responding to the events that occur during construction as directed by the Town of Addison project manager. CRIADO shall perform these services at the hourly rates shown in Exhibit B and will stop work at the point in time when the maximum fee has been reached. If additional services are needed beyond that time, an additionally fee will be awarded as mutually agreed upon in writing by both parties.

7.1 Pre-construction Meeting

Prepare one (1) pre-construction meeting agenda, attend the pre-construction meeting with the selected contractor, prepare a record of the meeting, and distribute it to all attendees. Prepare

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and provide four (4) conformance sets and two (2) original sets of the final plans and specifications.

7.2 Site Visits

Complete site visits as needed for the duration of the project construction as directed by the Town of Addison.

7.3 Shop Drawing, Submittal Reviews, and Change Orders

Review shop drawings, submittals, substitutions, change orders, and other documents provided by the contractor to determine compliance with the contract requirements, design intent, and change of quantities and cost. Prepare responses and comments on each submittal and transmit copies to the contractor and Town staff. Maintain a record of all submittals and responses. Routine shop drawings and submittals generally will be reviewed and returned within seven (7) working days. Critical path items shall be reviewed and returned sooner.

7.4 Pay App Reviews and Approvals

Review Pay Apps provided by the contractor and approvals provided by the Town of Addison Inspector to determine compliance with the contract requirements, design intent, list of items, contract unit prices specified, and work completed, as verified by the Town Inspector. Prepare responses and comments on each submittal and transmit copies to the contractor and Town staff. Maintain a record of all submittals and responses. Routine Pay Apps and Approvals generally will be reviewed and returned within seven (7) working days.

7.5 Request for Information

Respond to Request for Information received from the Contractor.

7.6 Final Walk Through and Punch List Preparation

Assist the Town of Addison in conducting a final inspection of the completed construction. Prepare a record of observations, substantial & final completion letter, and items requiring correction by the contractor prior to the contractor's final payment.

7.7 Prepare Record Drawings

Utilizing Contractor construction record information, prepare record drawings (with "record drawing" stamp) and provide an electronic copy containing Record Drawing in digital format (PDF and CAD). No survey verification of as-built conditions is included in this scope.

8.0 TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR) SUBMITTAL

Submit final plans and specifications to TDLR for all pedestrian improvements where the total value of construction cost is in excess of \$50,000. Town to coordinate final TDLR call for inspection of constructed improvements. Associated TDLR review and inspection fees have been included in the fee schedule.

9.0 SUBSURFACE UTILITY ENGINEERING (SUE)

The Subsurface Utility Engineering Department (SUE) of CRIADO proposes to perform utility investigation including utility research, coordination, and field investigation, in preparation of Base Utility Map of Project Area depicted in green in the aerial exhibit (**Figure 2 – Topographic Survey & Subsurface Utility Engineering Limits**) attached herewith. Quality Level B investigation will only be performed in advance of described Quality Level A Locations and upon request at site critical crossings of proposed development.

9.1 Quality Level-D (QL-D) - Existing utilities are plotted from review of available existing records.

Quality Level-C (QL-C) - Surface Visible Feature Survey correlating QL-D information and existing surface features.

Quality Level-B (QL-B) - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B Deliverable (Horizontal alignment). Only Non-toneable facilities will be designated to QL-B criteria. Non-ferrous metals, PVC pipe or facilities without identifiable tracer wire cannot be located. Service connections shall not be included.

9.2 Quality Level-A (QL-A) (Test Holes) – Excavate by non-destructive means existing utilities establishing a confirmed vertical & horizontal location to be surveyed and visually depicted via Test Hole Data Sheet (Vertical alignment). QL-A Locates will be performed in accordance with CI/ASCE 38-02 to Quality Level “A” as described below:

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- Notify, Town of Addison, Texas 811, and all other agencies of the project and coordinate with franchise utilities and representatives of gas pipeline companies in the project area.
- Coordinate permitting and any Traffic Control with Local and state agencies for collecting SUE data.
- Expose and locate utilities at specific locations.
- Tie horizontal and vertical location of utility to survey control.
- Provide utility size and configuration.
- Provide paving thickness and type, where applicable.
- Provide general soil type and site conditions and such other pertinent information as is reasonably ascertainable from each test hole site.
- Survey each SUE location and provide N&E locations tied to the topographic survey controls.

9.3 CCTV Inspection - Visual Inspection and condition of existing facility within the proposed project limits in the areas depicted in red in the aerial exhibit (**Figure 2 – Topographic Survey & Subsurface Utility Engineering Limits**) attached herewith and shall include the following. Includes Horizontal designation of 42" RCP and upstream & downstream access locations.

- **Deliverables**
 - 1) Existing Utility Layout of all facilities (submitted via electronic file)
 - 2) Test Hole Locations will be "pinned" in the field and identifiable for field inspection.
 - 3) Signed & Sealed Test Hole Data Sheets of each test hole performed on the project.
 - 4) Existing Utility Layout submitted via electronic file

10.0 GEOTECHNICAL SERVICES

Services to be provided by sub-consultant (Kleinfelder).

10.1 The proposed scope of services is presented below. Geologically, the site is underlain by the Austin Chalk formation. The Austin chalk formation typically consists of moderate to high plasticity residual clay and calcareous clay soil, underlain by weathered and unweathered limestone.

10.1.1 Field Exploration

- Coordinate field activities with the Town of Addison personnel;

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- Our scope of services assumes that the borings will be staked using Kleinfelder personnel. Staked locations will be recorded in the field by Kleinfelder using a hand-held GPS device, with a horizontal accuracy of approximately 15 feet;
- Contact appropriate local agencies to locate buried utilities within existing easements and rights-of-way;
- Mobilize a truck-mounted drilling rig to drill 14 borings, each to a maximum depth of approximately 25 feet below the existing ground surface;
- Sample the subsurface materials at 2 foot intervals in the upper 10 feet, and then every 5 to 10 feet thereafter. Samples will be collected using either a seamless tube sampler or a split spoon sampler in conjunction with the standard penetration test (SPT);
- Evaluate rock and rock-like materials, if present, in-place using the TxDOT cone penetration test;
- Observe for groundwater seepage during drilling and at completion of drilling; and
- Backfill boreholes with soil and rock cuttings.

The borings will be logged in the field by a Kleinfelder professional. The Kleinfelder professional will also supervise field access and drilling operations.

10.1.2 Laboratory Testing - Select laboratory testing will be conducted on representative samples obtained during the field exploration. The tests will be used to evaluate and classify the soils, identify subsurface site characteristics, and provide data for analysis. These tests may include:

- Atterberg limits (liquid and plastic limits)
- Percent passing No. 200 sieve
- In-situ dry unit weight and moisture content
- Unconfined compressive strength of soil

Kleinfelder will retain the soil and rock samples for 30 days after submission of the final report. Further storage or transfer of the samples can be made at owner expense upon written request.

10.1.3 Data Report - An evaluation of the field and laboratory data will be performed for the project, based on available project concepts. Information to be provided in the data report includes the following items.

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- Plan of the borings to scale illustrating the approximate location of the borings.
- A log of each of the borings indicating the boring number, depth of each stratum, soil classification and description, and groundwater information
- Description of the field exploration and laboratory testing
- Discussion of subsurface soil and groundwater conditions as encountered
- General discussion of the site geology
- One electronic copy of the report.

10.2 Assumptions

- Town of Addison will indicate a point of contact at the site that can relay safety procedures, and grant site access/escort;
- Town of Addison will obtain rights-of-entry, permits, easements, landowner permission, or other access authorization required to perform the services described in this proposal.

11.0 REIMBURSABLES

Reimbursable expenses include expenses directly related to the project such as (but are not limited to): filing fees; permit fees; review fees; postage; courier service; parking fees; mileage to and from job site or meetings; surveying equipment (such as GPS receivers and Robotic Total Stations) and printing and reprographics for submittals to Town or other municipalities/agencies, for construction plans, for cost estimates, and for specifications and/or bidding. Reimbursable expenses shall be invoiced on a monthly basis, separately from the lump sum fees, and will be billed at 1.1 times actual cost.

12.0 EXCLUSIONS

The intent of the scope is to include only the services specifically listed above and none others. Services specifically excluded from this Scope of Services include, but are not necessarily limited to the following:

- Computer modeling and routing of wastewater flows.
- Title searches.
- Right-of-way Parcel / Easement Preparation.
- Fees for permits and advertising.

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- Traffic engineering report or studies.
- Floodplain reclamation plans.
- Construction Inspection Services.
- Designs for trench safety.
- Retaining walls, etc., not included in proposal.
- Revisions to plans as a result of revisions after completion of original final design (unless to correct error on plans).
- Consulting services by others not included in proposal.
- Quality control and testing services during construction.
- Prints furnished after acceptance of the required sets for construction in accordance with this Agreement.
- Environmental Services / Archeological Research.
- Prepare to serve or serve as an expert witness on behalf of the Town in connection with any public hearings or legal proceedings.
- Review the Contractor's monthly progress reports and provide review comments to the Town of Addison.
- This project includes the design of on-site facilities only. Design of any off-site road, utility or drainage facility extensions which may be required to serve the project is not included in the engineer's scope.
- Street lighting and electrical design and layout.
- Hydraulic or Hydrologic Studies to be provided by the Town.
- Water and Wastewater relocation design.
- Grading and Paving Profiles.
- Landscape and Irrigation Design
- TV Inspection of existing storm sewer or wastewater system unless otherwise noted.

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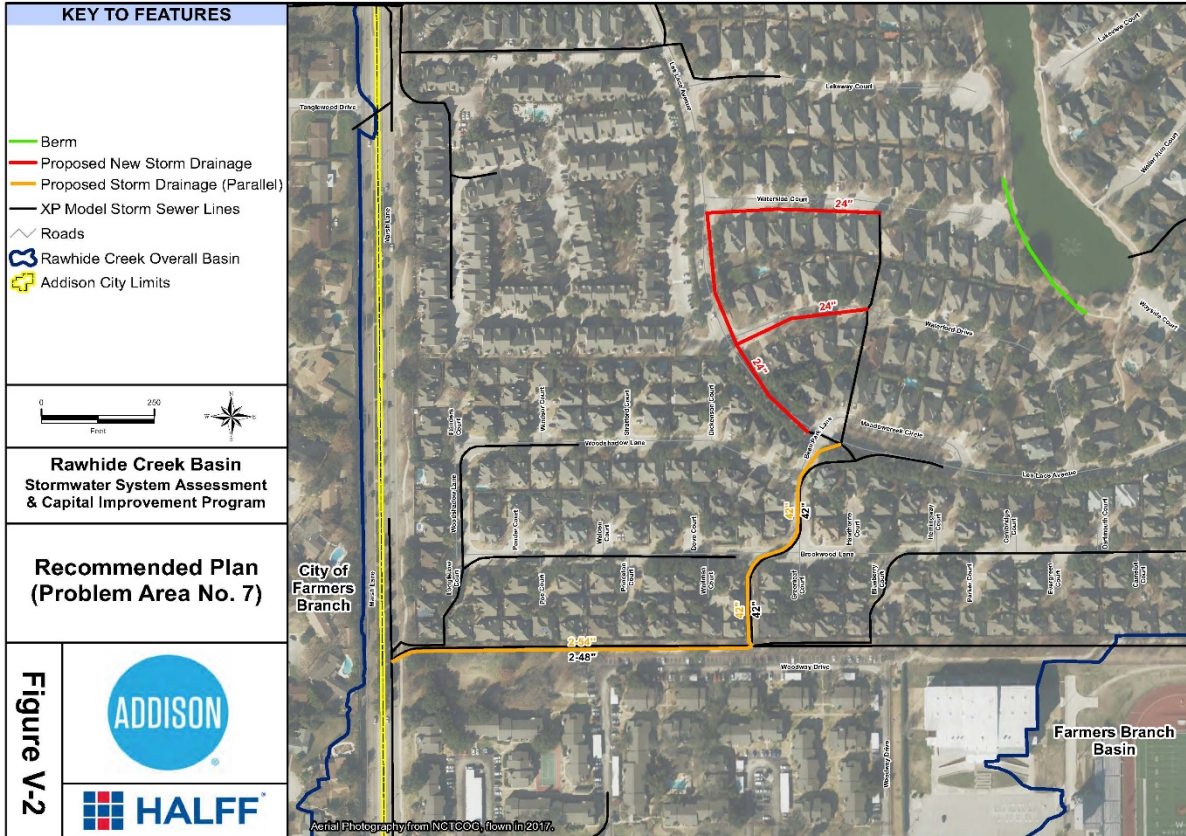
- Right-Of-Way Determination or Acquisition Services.
- Right-Of-Entry letters.
- Storm Water Pollution Prevention Plan (SWPPP).
- The following GEOTECHNICAL services are not included in the Scope of Services and will be considered as Additional Services, if and when they are required or requested:
 - The services of specialty sub-consultants or other special outside services other than those described in the above Scope.
 - Costs, including equipment replacement, associated with decontamination of personnel/equipment as a result of encountering hazardous/toxic materials at site.
 - Corrosion engineering.
 - Client meetings.
 - Private utility locator.
 - Additional report copies or submittals; report revisions after final submission, or report revisions resulting from changed regulations or design.
 - Additional or increased insurance coverage (if applicable) other than described in the Services Agreement.
 - Coordination with regulatory agencies other than described in the above Scope.
 - Sales or use taxes imposed and due on the professional services described in the above Scope after the date of this proposal.
 - Any other services not specifically included in the above Scope.

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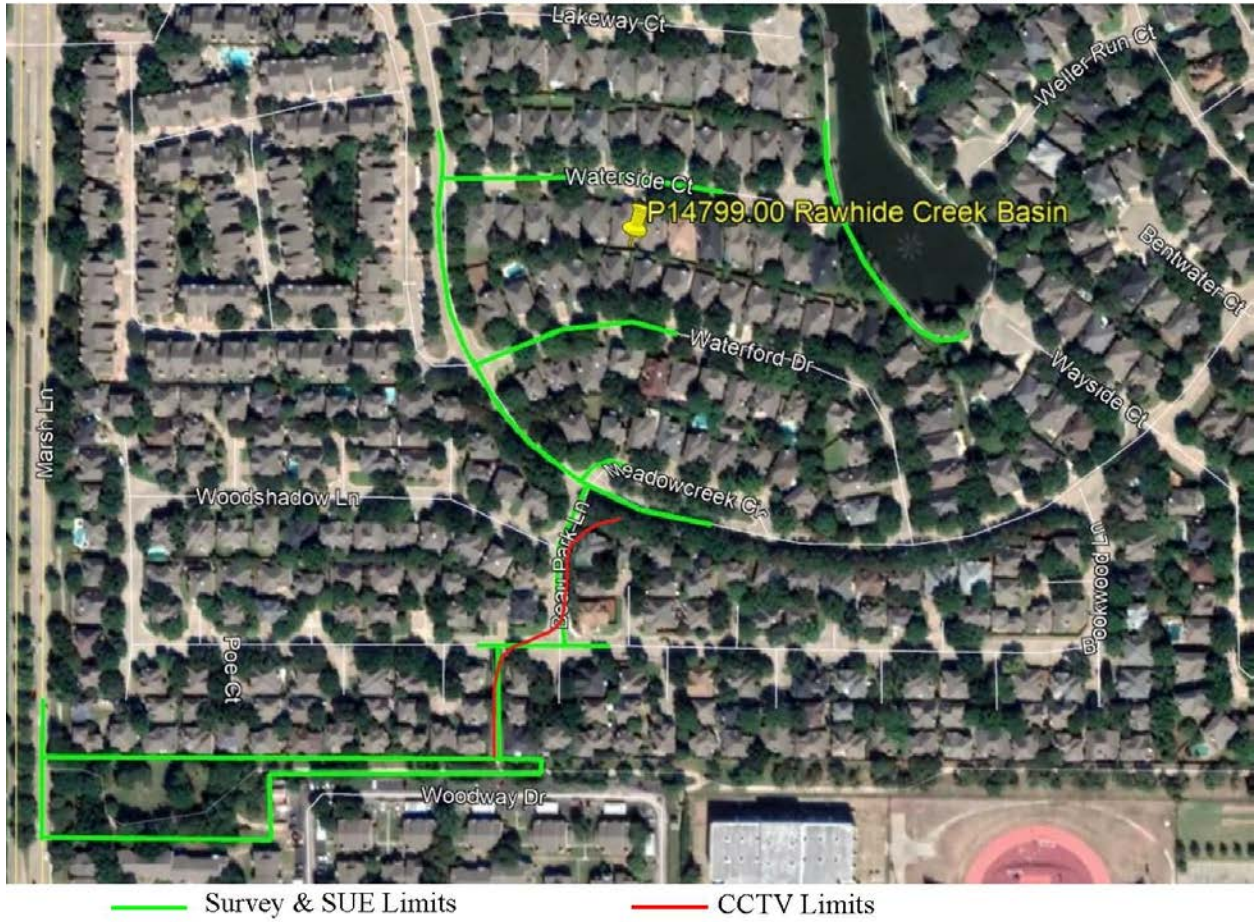
Figure 1 – Recommended Plan (Problem Area No. 7) for Rawhide Creek Basin



V-5

Figure 2 – Topographic Survey & Subsurface Utility Engineering Limits

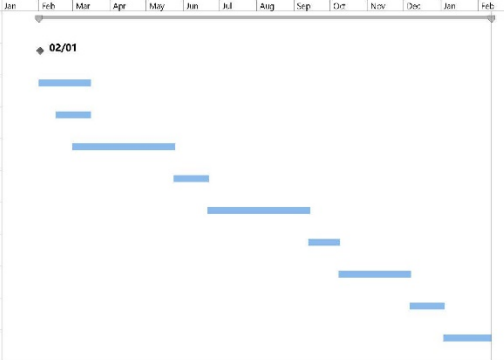
CRIADO



**PROJECT SCHEDULE
TOWN OF ADDISON
RAWHIDE CREEK BASIN PROBLEM AREA NO. 7 DRAINAGE IMPROVEMENTS**



ID	Task Name	Start	Finish	Duration
0	Rawhide Creek Basin Problem Area No. 7 Drainage Improvements - Town of Addison	02/01/2021	02/11/2022	267 days
1	Notice to Proceed	02/01/2021	02/01/2021	1 day
2	Topographic Survey	02/01/2021	03/15/2021	31 days
3	Subsurface Utility Engineering	02/15/2021	03/15/2021	21 days
4	Schematic Design and Submittal (30% PS&E)	03/01/2021	05/24/2021	61 days
5	Town Review	05/24/2021	06/21/2021	20 days
6	Preliminary Design and Submittal (60% PS&E)	06/21/2021	09/13/2021	61 days
7	Town Review	09/13/2021	10/08/2021	20 days
8	Pre-final Design and Submittal (95% PS&E)	10/08/2021	12/06/2021	41 days
9	Town Review	12/06/2021	01/03/2022	20 days
10	Final Design and Submittal (100% PS&E)	01/03/2022	02/11/2022	30 days



CRIADO Pr: 14799
Date: 12/02/2020

Task		Summary		Manual Task		Manual Progress	
Milestone		Project Summary		Progress			

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

**Agreement by and between the Town of Addison (Town)
and Criado & Associates, Inc. (Consultant)
to Perform Design Services (Rawhide Creek Basin – Problem Area No.7 Drainage
Improvements)**

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

TASK / DESCRIPTION	TOTAL FEE FOR TASK
BASIC SERVICES (TASKS 0 - 4)	
TASK 0 - PROJECT MANAGEMENT & COORDINATION	\$15,120
TASK 1 - SCHEMATIC DESIGN (30%PS&E)	\$44,006
TASK 2 - PRELIMINARY DESIGN (60%PS&E)	\$65,723
TASK 3 - PRE-FINAL DESIGN (95%PS&E)	\$66,376
TASK 4 - FINAL DESIGN (100%PS&E)	\$9,368
SUB-TOTAL - BASIC SERVICES FEE	\$200,593
SPECIAL SERVICES (TASKS 5 - 11)	
TASK 5 - TOPOGRAPHIC SURVEY FOR DESIGN	\$36,064
TASK 6 - BID PHASE SERVICES	\$12,682
TASK 7 - DESIGN SUPPORT DURING CONSTRUCTION (HOURLY SERVICES)	\$27,963
TASK 8 - TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR) SUBMITTAL	\$2,583
TASK 9 - SUBSURFACE UTILITY ENGINEERING (SUE)	
9.1 QUALITY LEVEL-D (QL-D), QUALITY LEVEL-C (QL-C), AND QUALITY LEVEL-B (QL-B)	\$17,156
9.2 QUALITY LEVEL-A (QL-A) (TEST HOLES OUTSIDE PVM T -- 0'-5' @ \$1,150/EA, 5'-8' @ \$1,580/EA // TEST HOLES INSIDE PVM T -- 0'-5' @ \$1,400/EA, 5'-8' @ \$1,800/EA // TRAFFIC CONTROL @ \$1,500/DAY)	\$23,100
9.3 CCTV INSPECTION	\$2,500
TASK 10 - GEOTECHNICAL SERVICES	\$19,950
TASK 11 - REIMBURSABLE EXPENSES	\$1,000
SUB-TOTAL - SPECIAL SERVICES FEE	\$142,998
TOTAL FEE	\$343,591

Professional Services Agreement – (Criado & Associates, Inc., Rawhide Creek Basin – Problem
Area No.7 Drainage Improvements)
Addison/ USA, Inc.

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

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

II. **GUIDELINES FOR DIRECT EXPENSES**.

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

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

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

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

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

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

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

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

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

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

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

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

REQUIREMENTS

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

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

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

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

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

Professional Services Agreement – (Criado & Associates, Inc., Rawhide Creek Basin – Problem Area No.7 Drainage Improvements)
 Addison/ USA, Inc. Page 38

972-450-7074 or emailed to: 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/Bid# Rawhide Creek Basin Problem Area No.7 Drainage Improvements

Company: Criado & Associates, Inc.

Printed Name: Cristina Criado, PE

Signature:  Date: 12/03/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243	CONTACT NAME: Joe Bryant	
	PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899 E-MAIL ADDRESS: certificatedallas@risk-strategies.com	
INSURED Criado & Associates, Inc. 4100 Spring Valley Road Suite1001 Dallas TX 75244	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Indemnity Co of America	25666
	INSURER B: Travelers Indemnity Company	25658
	INSURER C: Travelers Property Casualty Co of Amer	25674
	INSURER D: Travelers Casualty Ins Co of America	19046
	INSURER E: XL Specialty Insurance Company	37885
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 56269032** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6801R217646	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA1R220779	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP1R242599	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	UB1R224404	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Pollution Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DPR9955989	2/11/2020	2/11/2021	Per Claim/Annual Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies.

CERTIFICATE HOLDER	CANCELLATION
Master Certificate	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Joe A. Bryant</i> Joe Bryant

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EXHIBIT "E"
AFFIDAVIT

THE STATE OF TEXAS §
 §
THE COUNTY OF DALLAS §

I, Cristina Criado, PE, a member of Criado & Associates, Inc., make this affidavit and hereby on oath state the following:

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

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

Cristina Criado
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Cristina Criado, PE 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 3 day of December, 2020.

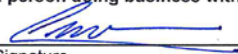


Samantha Chaney
Notary Public in and for the State of Texas
My commission expires: 11/28/2021

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received
<p>1. Name of person who has a business relationship with local governmental entity. Cristina Criado, PE</p>	
<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. N/A _____ Name of Local Government Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</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"/> N/A</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"/> N/A</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"/> N/A</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p>N/A _____ _____ _____ _____</p>	

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

4. Signature of person doing business with the governmental entity Date:	
 _____ Signature	<u>12/03/2020</u> _____ Date

Local Government Officers Town of Addison, Texas

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

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