

RESOLUTION NO. R21-__

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF ADDISON AND STRATEGIC COMMUNITY SOLUTIONS LLC, IN THE AMOUNT OF \$132,891.00, FOR CONSULTANT SERVICES RELATED TO COMPLETION OF THE SAM'S CLUB SPECIAL AREA STUDY, 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 Professional Services Agreement between the Town of Addison and Strategic Community Solutions LLC, in the amount of \$132,891.00, for consultant services related to the completion of the Sam's Club Special Area Study, 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 27th day of April 2021.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A

**AGREEMENT
BETWEEN
THE TOWN OF ADDISON, TEXAS (TOWN)
AND
STRATEGIC COMMUNITY SOLUTIONS LLC (CONSULTANT)**

FOR

**PROFESSIONAL CONSULTANT SERVICES RELATED TO
THE COMPLETION OF THE SAM'S CLUB SPECIAL AREA STUDY.**

Made as of the 27th day of April in the year 2021,

BETWEEN the Town: The Town of Addison, Texas
 5300 Belt Line Road
 Dallas, Texas 75254
 Telephone: (972) 450-7001

and the Consultant: Strategic Community Solutions LLC
 381 Casa Linda Plaza #147
 Dallas, Texas 75218
 Telephone: (214) 320-1154

for the following Project: Sam's Club Special Area Study

The Town and the Consultant agree as set forth below.

THIS AGREEMENT is made and entered by and between the **Town of Addison, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "Town," and, **Strategic Community Solutions LLC**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement;" and

WHEREAS, the Town desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, completion of the Sam's Club Special Area Study within the Town of Addison, Texas; hereinafter referred to as the "Project"; and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

Professional Services Agreement
(Completion of the Sam's Club Special Area Study)

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**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional 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 services performed and/or furnished by Consultant under the terms and conditions of this Agreement shall be consistent with 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 Town 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 of the Town are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.
- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit "B."

ARTICLE 2

Professional Services Agreement
(Completion of the Sam's Club Special Area Study)

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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 not exceed **One Hundred Thirty-Two Thousand, Eight Hundred Ninety-One and 00/100 Dollars (\$132,891.00)**, ("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." This compensation includes the costs of fees for professional time and expenses required to provide the services described in Exhibit "A".
- 3.2 **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:
 - 3.2.1 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."
 - 3.2.2 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.

- 3.2.3 Additional copies of final reports which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
- 3.2.4 Photography or professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
- 3.2.5 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.
- 3.2.6 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 or on a fixed fee proposal for the specific services agreed to by the Town and Consultant. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to Town.

Hourly Billable Rates by Position

<u>Position</u>	<u>Hourly Rate</u>
Project Manager	\$200.00
Assistant Project Manager/Planner	\$275.00
Market Analyst	\$245.00
Senior Urban Designer	\$185.00
Planner/Landscape Architect	\$140.00

- 3.3 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. On or before the 10th day of each month, beginning with the month following the month of the Effective Date, Consultant shall submit an invoice to Client for services rendered in the immediately prior month. Each invoice shall include a description of the Services performed or provided, and shall indicate the percentage of work completed for each Phase during that month.
- 3.4 **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 receipt of payment by Consultant. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.5 **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.

- 3.6 **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.
- 3.7 **Adjusted Compensation** – If the Scope of the Project or if the Consultant’s services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant’s compensation shall be equitably adjusted as approved by Town. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.8 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant’s compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

**ARTICLE 4
OWNERSHIP OF DOCUMENTS**

- 4.1 **Documents Property of the Town** – The Project is the property of the Town, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without Town's prior written consent. Town shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit "A" to reflect changes while working on the Project and promptly furnish the same to the Town in an acceptable electronic format. All such reproductions shall be the property of the Town who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that Town is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the Town and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

**ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS**

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

- 5.2 **Required General Liability Insurance** - Consistent with the terms and provisions of Exhibit "D," Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit "D," Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If Project size and scope warrant, and if identified on the checklist located in Exhibit "D," Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to the Town, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of **Exhibit 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, 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 fees and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the Town as indicated in Article 3.4.

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

The Consultant agrees to make available, to representatives of the Town for examination, all of its records with respect to all matters covered by this Agreement at an appointment scheduled during normal business hours, and will permit such representatives of the Town to audit, examine, copy and make excerpts or transcripts from such records for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirement, which is repeated on the Affidavit, attached hereto as **Exhibit 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 not yet expended at the time of termination, Consultant waives its right to any portion of remaining Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the Town is required to pay in order to finish the Project. On any default and/or breach by Consultant, Town may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If Town terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the Town in accordance with the provisions of this Agreement prior to termination.

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

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

**ARTICLE 9
DISPUTE RESOLUTION / MEDIATION**

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

**ARTICLE 10
INDEMNITY**

CONSULTANT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "TOWN" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS (INCLUDING COPYRIGHT/TRADEMARK

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INFRINGEMENT), DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF DEFENSE RECOVERABLE UNDER TEXAS LAW) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONSULTANT UNDER THIS AGREEMENT. THE TOWN WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONSULTANT AND TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WRONGFUL MISCONDUCT OF THE CONSULTANT. CONSULTANT AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST 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.

TOWN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, TOWN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY TOWN IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND TOWN OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY TOWN PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL PROMPTLY NOTIFY TOWN OF THE DEFENSE COUNSEL RETAINED BY CONSULTANT IN FULLFILLING ITS OBLIGATIONS HEREUNDER, AND TIMELY NOTIFY TOWN OF ANY AN ALL LEGAL ACTIONS TAKEN BY THE DEFENSE COUNSEL REGARDING ANY AND ALL CLAIMS. THE INDEMNITIES

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PROVIDED PURSUANT TO THIS ARTICLE 10 SHALL BE SUBJECT TO THE TEXAS LOCAL GOVERNMENT CODE CHAPTER 271.904.

THIS PARAGRAPH 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 Development Services
Town of Addison, Texas
PO Box 9010
Addison, Texas, 75001
Telephone: (972) 450-7027**

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

**Strategic Community Solutions LLC
Karen Walz, Principal
381 Casa Linda Plaza #147
Dallas, Texas 75218
Telephone: (214) 320-1154**

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

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

**ARTICLE 12
MISCELLANEOUS**

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or

modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 Exhibit "A," Scope of Services.

12.1.2 Exhibit "B," Compensation Schedule / Project Billing / Project Budget.

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

12.1.6 Exhibit "D," Town of Addison Contractor Insurance Requirements.

12.1.7 Exhibit "E," Affidavit.

12.1.8 Exhibit "F", Conflict of Interest Questionnaire, Form CIQ.

- 12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town, which shall not be unreasonably withheld. 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. Consultant may subcontract a portion of the Services to be provided under this Agreement to Kimley-Horn and Associates, Inc.
- 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 being 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 on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.14 **No Third Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.15 **Non-Appropriation** – Funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Consultant acknowledges that Town is a

municipal corporation, and being a unit of government, is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the Town to appropriate funds for purposes of this Agreement.

12.16 **No Boycott Israel** – Pursuant to Texas Government Code Chapter 2271, 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: April 27, 2021

TOWN:
Town of Addison, Texas

CONSULTANT:
Strategic Community Solutions LLC

By: _____
Wesley S. Pierson, City Manager

By: Karen Walz
Karen Walz, Principal

Date: _____

Date: 4/22/2021

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 _____, 2021.

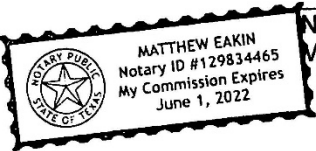
Notary Public In and For the State of Texas
My commission expires: _____

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 **Karen Walz**, Principal, Strategic Community Solutions, 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 22 day of April, 2021.

[Handwritten Signature]



Notary Public In and For the State of Texas
My commission expires: 6/1/22

EXHIBIT "A" SCOPE OF SERVICES

Town of Addison:

Completion of the Sam's Club Special Area Study

Draft Scope of Services

Revised 4/16/21

This Scope of Services relates to the special study area identified by the Town of Addison. The boundaries of the study are Beltway Drive on the north, Hornet Road on the south, Midway Road on the east, and the property lines between the commercial properties and the residential properties on the west, with Addison Grove (former Sam's Club) site and portions of the surrounding neighborhoods being included in the project mapping as an area of influence. Since this is an update of a previously completed study, materials from the initial project will form the background for this work whenever they are still relevant. Strategic Community Solutions LLC (SCS) will be the prime consultant. Additional assistance will be provided by Kimley-Horn and Associates, Inc.

PHASE I – PROJECT MANAGEMENT / STAKEHOLDER & PUBLIC ENGAGEMENT

Task 1 - Project Initiation

1.1. *Project Initiation Meeting (1 Meeting)* - The SCS Team will conduct an in-person kick-off meeting to discuss our understanding of the project, the project schedule and scope, the previous site plans developed for the site, as well as to receive data from the Town of Addison as detailed under Task 6. This meeting will also include a site tour of the area including the recent development on the previous Sam's Club site. Recommended attendees include key Town Staff members who will ultimately guide the study's progress. The Town will provide a meeting location and will notify Town staff of the time for the meeting via Microsoft Outlook.

Task 2 – Project Coordination Meetings

2.1 *Project Coordination Meetings (6 Virtual Meetings)* - The SCS Team will hold six (6) Virtual Progress Meetings with Town Staff during this project. These meetings will occur via Microsoft Teams with key Town staff to discuss project progress, key action items and responsibilities, and project schedule. SCS will prepare an agenda and a checklist with action items, responsibilities, and due dates for appropriate team members, and will schedule and notify attendees of the meetings via e-mail.

Task 3 – Stakeholder Meetings

3.1 *Property Owner and Neighborhood Meetings (2 Virtual Meetings)* - The SCS Team will conduct two virtual stakeholder meetings. The first will be with property owners within the study area, and the second will be with representatives from the surrounding residential neighborhoods. These meetings are designed to understand property owner and surrounding neighborhood objectives and expectations in terms of future use of the properties within the study area. The SCS Team will be responsible for setting the agenda for the sessions, preparing overview project overview materials, and for arranging the virtual meeting interfaces via Microsoft Teams. The Town will be responsible for contacting the property owners and neighborhood representatives, and for scheduling the meetings.

Task 4 – Advisory Committee Work Sessions (3 Work Sessions)

An advisory committee will serve as a review, input, and directional body for the planning process. The SCS Team will meet with the committee three (3) times during the planning process to present topical background materials for the committee, discuss critical issues related to the development of the Area Plan, and obtain feedback and direction from the Committee. The three Advisory Committee work

sessions will be held in a facility arranged by the Town, and Town staff will be responsible for notifying meeting participants. The SCS Team will develop the agendas and presentations for the meetings and will provide all necessary materials to facilitate the discussions with meeting participants.

4.1 *Work Session Materials Prep (Prep for 3 Work Sessions)* – The SCS Team will plan the specific agenda, format and activities related to the three committee work sessions, prepare background presentations and meeting exhibits, and prepare the tools to be used during the events. All materials and activities will be closely coordinated with Town Staff prior to committee presentation.

4.2 *Advisory Committee Work Sessions (3 Work Sessions)* – The Kimley Horn Team will meet with the advisory committee in three work sessions. The first will occur following the Phase II Strategic Assessment. The second will occur following the creation of the Preliminary Development Concept as described in Task 10. The third will occur following the creation of the Final Development Concept as described in Task 11. Each work session is anticipated to last two hours, with the SCS Team being available before and after each session to set-up and take down meeting materials.

4.3 *Work Session Results (Summaries from 3 Work Sessions)* – Following each advisory committee work session, the SCS Team will prepare a brief synopsis that records the decisions reached at the work session and key aspects of the direction provided to the team during that discussion.

Task 5 – Community Engagement

The SCS Team will engage the public in two Open Houses and through an online SurveyMonkey survey to receive feedback prior to the preparation of the Preliminary Development Concept in Task 10, and then following the preparation of the Preliminary Development Concept. The specific activities of this task are as follows:

5.1 *Open House Preparation (2 Open Houses)* – The SCS Team will plan the specific agenda, format and activities related to the Open House, prepare background presentations and meeting exhibits, and prepare the tools to be used during the events. All materials and activities will be closely coordinated with Town Staff prior to public presentation.

5.2 *Open Houses (2)* – Two (2) Open Houses will be scheduled with timing as identified in the Task 5 overview. The events will be advertised by the Town on their website, through email messaging and social media, and other available Town channels, such as flyers at public buildings, and inserts in utility bills. The Town will also be responsible for securing a venue for the events and the SCS Team will be responsible for all meeting content.

5.3 *Open House Results (Summary from 2 Open Houses)* – Following the two Open Houses, the SCS Team will prepare a brief synopsis that records the decisions reached at the meeting and key aspects of the direction provided to the team during that discussion. The summary materials will be provided via .pdf to the Town for posting on the Town Website.

5.4 *Online Surveys (2)* – The SCS Team will prepare two online surveys during the project to give interested persons a digital option for providing input. This is particularly valuable for those who choose not to attend the open houses in person. The online surveys will be designed using the SurveyMonkey tool. They will use a variety of question formats, including multiple choice, ranking and open-ended. The first survey will be designed to gain insight into community concerns and preferences for the area's development and design. The second survey will be designed to gain a sense of the level of agreement

with the Preliminary Development Concept . The SCS Team will draft the surveys and review them with Town staff before posting. The Town will be responsible for outreach to distribute online links to the survey. The SCS Team will provide an analysis of the key insights from the survey results and will provide all results to the Town.

PHASE II – STRATEGIC ASSESSMENT

Task 6 – Updated Background Data

6.1 *Collect and Review Updated Data* - The SCS Team will collect and review updated background data for the study area. This review is intended to form the foundation for discussion of the study area's opportunities and potential during the Strategic Assessment Session. The following are materials that will be requested for use by the SCS Team if updated materials exist:

- Aerial photographs.
- Regulatory documents - comprehensive plan, zoning map and ordinance, master transportation plan, and any other regulatory documents that apply to the study area.
- Other relevant previous studies and reports.
- Relevant land use and development data.
- Existing appraisal district data.
- Information regarding planned future development.
- Existing and planned utility / infrastructure improvements.
- Existing and planned transportation improvements, including previously developed corridor case studies, street typologies and the most recent traffic counts available for the area.

Task 7 – Mapping

7.1 *Base Map* - The SCS Team will update the project base map and PowerPoint template that will be used to create future presentations, existing conditions maps, and alternative scenarios for the study area.

7.2 *Existing Conditions Maps* - The SCS Team will prepare updated existing conditions exhibits if conditions have significantly changed for the following elements for use in meetings and presentations:

- Existing Vacant Land
- Existing Land Use
- Existing Transportation Systems
- Existing Utility Infrastructure (Water, Wastewater, Drainage)
- Existing Tree Coverage
- Existing Floodplain Areas
- Existing Noise Contours / Height Limits (Addison Airport)
- Existing and Planned Parks, Open Space and Trails
- Existing and Planned Public Facilities
- Existing Parcel Sizes (Dallas Central Appraisal District)
- Existing Parcel Ownership (Dallas Central Appraisal District)

Task 8 – Update of Demographic and Market Conditions

The SCS Team will gather data from the Town and outside sources to inform development of the area plan and offer an understanding of opportunities and constraints related to investment, with a particular focus

on anticipated changes that will continue into the future as a result of COVID 19. Specific information to be updated by the SCS Team includes:

8.1 Trade Area Identification - The SCS Team will review and confirm the previous trade area(s) for potential land uses with Town Staff considering impacts from factors including: physical barriers, such as highways, major arterials, etc.; location of possible competition, both within and outside the municipal boundaries; proximity to population and/or employment concentrations; and market factors which will set values for development. The previous boundary definitions may be modified following discussions with Staff.

8.2 Demographic Projections –The SCS Team will update market indicators for the trade areas, Town and region (historical and projected) including: population and household growth rates; income levels; consumer spending patterns; lifestyle characteristics (psychographics, with information to be provided by the Town); and employment growth figures.

8.3 Market Supply and Demand Analyses - The SCS Team will update the previous profile of supply conditions for a limited number of primary land uses. Based on this information and conclusions drawn through completion of previous tasks, we will develop updated forecasts of demand for proposed land uses in the trade areas and estimate market share for the study area over the near- and mid-term.

Task 9 – Strategic Direction

9.1 Updated Strategic Direction for the Study Area - Based on the analysis described above, the SCS Team will draft an updated set of strategic direction topics related to the study area's future. These topics will be used to structure the first advisory committee work session, and will help frame the strategic choices related to the study area. They will be finalized after the first advisory committee work session and the first open house, so they reflect this community input.

PHASE III – DEVELOPMENT CONCEPTS

Task 10 – Preliminary Development Concept

10.1 Prepare Preliminary Development Concept - Based on the strategic assessment conducted in Phase II and the input received during the Stakeholder Meetings, the SCS Team will prepare a preliminary development concept for the study area. The development concept will include the Addison Grove development design so the new design concepts relate appropriately to that area. The concept will show general locations and massing of buildings; recommended land uses; public spaces within the study area; and connectivity between the study area and the surrounding community. Prototypical images will be used to describe the character of urban form represented by the concept. The preliminary development concept will be portrayed through five key elements including Strategic Objectives, an Illustrative Plan, a Physical Development Framework exhibit, Design, Form and Character options, and Mobility/Connectivity options.

10.2 Scenario Evaluation of Southernmost Area – Two alternative scenarios will be depicted for the area south of Redding Trail and north of Hornet Road. These alternatives will be defined in terms of their building massing, intensity and mix of uses. Both scenarios will be designed to be compatible with the preliminary development concept for the overall area developed in task 10.1. A qualitative comparison of the two alternatives will examine their effect on the issues of concern to the community and the Advisory Committee.

Task 11 – Final Development Concept

11.1 *Prepare Final Development Concept* - Based on the review of the preliminary development concept and input received during the first advisory committee work session, the SCS Team will prepare a final development concept for the study area. The final development concept will show general locations and massing of buildings; recommended land uses; public spaces within the study area; and connectivity between the study area and the surrounding community. Prototypical images will be used to describe the character of urban form represented by the concept. The final development concept will be portrayed through five key elements including Strategic Objectives, an Illustrative Master Plan, a Physical Development Framework exhibit, Design, Form and Character options, and Mobility/Connectivity options.

PHASE IV – FINAL PLAN

Task 12 – Implementation Strategy

The SCS Team will prepare an action plan with specific projects and programs (including implementing entity) and investment priorities.

12.1 *Implementation Matrix* – An implementation matrix will be developed that identifies the actions needed to implement the Preferred Development Plan. The matrix format gives the Town a way to see how each implementation action contributes to the Development Plan’s vision and elements, and how individual actions relate to one another. The matrix identifies responsible parties, supporting parties, timeframes, and potential funding sources. Implementation actions may include public capital investments, financial incentives for the private sector, positioning recommendations, civic actions, and/or additional studies that should be undertaken by the Town of Addison. Action items will be prioritized relative to local resources (time, money, staffing) and desired outcomes. The matrix’s timeline information will identify the actions that must be put into motion earlier rather than later since they take longer to come to fruition (i.e., legislative reform). In addition, certain actions will be tied to conditions that, unless advanced during a specific timeframe, might miss a market opportunity.

Task 13 – Final Report

13.1 *Final Report Preparation* - The SCS Team will develop a final report with the results of this study. The report will present the Preferred Development Plan and will summarize the factors supporting the final plan direction. The report will describe the Town’s next steps and any anticipated timeline for action. One paper copy of the final report will be provided to the Town, along with digital copies of the report and other material prepared during the study.

Task 14 – Final Presentations

14.1 *Planning & Zoning Commission (one (1) meeting)* – The SCS Team will present the Preferred Development Plan to the Addison Planning & Zoning Commission for Commission recommendation. The SCS Team will incorporate any additional Commission comments into the Preferred Development Plan prior to presentation to the City Council.

14.2 *City Council (one (1) meeting)* – The SCS Team will present the Preferred Development Plan to the Addison City Council for Council questions, comment, and consideration. Any subsequent changes by the City Council will be incorporated into the Final Report.

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

**Agreement by and between the Town of Addison (Town)
and Strategic Community Solutions LLC (Consultant)
to perform Professional Consultant Services
for the Completion of the Sam's Club Special Area Study**

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY

The compensation for services is shown below for the project phases detailed in Exhibit "A". Consultant will bill monthly for the percentage of work completed on each phase during the prior month.

Planning Services for the completion of the Sam's Club Special Area Study	
PHASE I - PROJECT MANAGEMENT / STAKEHOLDER & PUBLIC ENGAGEMENT	\$ 50,555
PHASE II - STRATEGIC ASSESSMENT	\$ 20,832
PHASE III - DEVELOPMENT CONCEPTS	\$ 40,539
PHASE IV - FINAL PLAN	\$ 20,965
TOTAL FEES	\$ 132,891

TOTAL CONSULTANT'S LUMP SUM FEE (NOT-TO-EXCEED): \$132,891.00

Planning Services for the completion of the Sam's Club Special Area Study Fee Schedule - 4-10-21	Strategic Community Solutions					Money-Horn and Associates										TOTAL		
	Project Manager	Assistant	Subtotal	Contingency	SCC	Project Manager (P.M.)	Senior Planner (S.P.)	Senior Analyst (S.A.)	Planner/Analyst (P.A.)	Editor	Librarian	Exhibitor	QA	Subtotal	Contingency	TEAM		
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
PHASE I - PROJECT MANAGEMENT / STAKEHOLDER & PUBLIC ENGAGEMENT																		
Task 1 - Project Initiation																		
1.1 - Project Initiation Meeting (1 Meeting)	4		\$ 400	\$ 20	\$ 620	4					\$ 1,640	\$ 120	\$ 1,760		\$ 2,640	\$ 140	\$ 2,780	
Task 2 - Project Coordination Meetings																		
2.1 - Project Coordination Meeting #1 (Initial Meeting)	1		\$ 1,000		\$ 1,000	1					\$ 5,720	\$ 480	\$ 6,200		\$ 7,200	\$ 400	\$ 7,600	
Task 3 - Stakeholder Meetings																		
3.1 - Priority Owner and Stakeholder Meetings (2 Initial Meetings)	4		\$ 800		\$ 800	4					\$ 1,320	\$ 80	\$ 1,400		\$ 2,240	\$ 80	\$ 2,320	
Task 4 - Advisory Committee Work Sessions (2 Work Sessions)																		
4.1 - Work Session #1 (Married/Divorced Work Session)	10		\$ 1,200		\$ 1,200	10	2	4	4		\$ 2,980	\$ 220	\$ 3,200		\$ 4,400	\$ 220	\$ 4,620	
4.2 - Advisory Committee Work Session #2 (Work Session)	10		\$ 1,800	\$ 180	\$ 2,160	10	3	6	6		\$ 2,340	\$ 164	\$ 2,504		\$ 5,200	\$ 164	\$ 5,364	
4.3 - Work Session #3 (11/11/2020) (Work Session)	10		\$ 1,200		\$ 1,200	10					\$ 1,520	\$ 80	\$ 1,600		\$ 3,280	\$ 80	\$ 3,360	
Task 5 - Community Engagement																		
5.1 - Open House Presentation (2 Open Houses)	10		\$ 800		\$ 800	10	1	1	1	0		\$ 2,020	\$ 270	\$ 2,290		\$ 3,090	\$ 270	\$ 3,360
5.2 - Open House (2)	10		\$ 1,500	\$ 150	\$ 1,650	10	4	4	4		\$ 3,020	\$ 214	\$ 3,234		\$ 6,520	\$ 214	\$ 6,734	
5.3 - Open House (2) (2 Open House (2) Open House)	10		\$ 900		\$ 900	10					\$ 1,420	\$ 72	\$ 1,492		\$ 2,980	\$ 72	\$ 3,052	
5.4 - Online Surveys (2)	10		\$ 4,000		\$ 4,000	10					\$ 1,200	\$ 84	\$ 1,284		\$ 5,260	\$ 84	\$ 5,344	
PHASE II - STRATEGIC ASSESSMENT																		
Task 6 - Update of Boundary Data																		
6.1 - Collect and Review Updated Data	1		\$ 400		\$ 400	1					\$ 2,500	\$ 140	\$ 2,640		\$ 3,040	\$ 140	\$ 3,180	
Task 7 - Mapping																		
7.1 - Data Map	1		\$ -		\$ -	1					\$ 1,140	\$ 70	\$ 1,210		\$ 1,410	\$ 70	\$ 1,480	
7.2 - Existing Conditions Map	1		\$ -		\$ -	1					\$ 1,670	\$ 117	\$ 1,787		\$ 2,070	\$ 117	\$ 2,187	
Task 8 - Update of Demographic and Market Conditions																		
8.1 - Data Acquisition	1		\$ -		\$ -	1					\$ 1,664	\$ 72	\$ 1,736		\$ 2,040	\$ 72	\$ 2,112	
8.2 - Demographic Trendline	1		\$ -		\$ -	1	4	1	2		\$ 2,270	\$ 166	\$ 2,436		\$ 2,970	\$ 166	\$ 3,136	
8.3 - Market Equity and Current Analysis	1		\$ -		\$ -	1	28				\$ 8,970	\$ 626	\$ 9,596		\$ 11,570	\$ 626	\$ 12,196	
Task 9 - Strategic Direction																		
9.1 - Develop Strategic Direction for the Study Area	10		\$ 1,600		\$ 1,600	10					\$ -	\$ -	\$ -		\$ 1,600	\$ -	\$ 1,600	
PHASE III - DEVELOPMENT CONCEPTS																		
Task 10 - Preliminary Development Concept																		
10.1 - Strategic Preliminary Development Concept	1		\$ 400		\$ 400	1					\$ -	\$ -	\$ -		\$ 400	\$ -	\$ 400	
10.2 - Strategic Preliminary Development Concept	1		\$ 400		\$ 400	1	10	10	10		\$ 8,830	\$ 587	\$ 9,417		\$ 10,200	\$ 587	\$ 10,787	
10.3 - Physical Development Framework	1		\$ -		\$ -	1					\$ 4,440	\$ 311	\$ 4,751		\$ 5,440	\$ 311	\$ 5,751	
10.4 - Design Team and Provider	1		\$ -		\$ -	1					\$ 5,300	\$ 376	\$ 5,676		\$ 6,500	\$ 376	\$ 6,876	
10.5 - Multiple Concepts	1		\$ -		\$ -	1					\$ 1,670	\$ 117	\$ 1,787		\$ 2,070	\$ 117	\$ 2,187	
10.6 - Strategic Concept of Preliminary Area	1		\$ 400		\$ 400	1					\$ 2,770	\$ 229	\$ 2,999		\$ 3,400	\$ 229	\$ 3,629	
Task 11 - Final Development Concept																		
11.1 - Prepare Final Development Concept	1		\$ 200		\$ 200	1					\$ -	\$ -	\$ -		\$ 200	\$ -	\$ 200	
11.2 - Strategic Final Development Concept	1		\$ 400		\$ 400	1	10	10	10		\$ 5,500	\$ 385	\$ 5,885		\$ 6,580	\$ 385	\$ 6,965	
11.3 - Physical Development Framework	1		\$ -		\$ -	1					\$ 2,840	\$ 195	\$ 3,035		\$ 3,530	\$ 195	\$ 3,725	
11.4 - Design Team and Provider	1		\$ -		\$ -	1					\$ 1,330	\$ 93	\$ 1,423		\$ 1,720	\$ 93	\$ 1,813	
11.5 - Multiple Concepts	1		\$ -		\$ -	1					\$ 1,114	\$ 78	\$ 1,192		\$ 1,450	\$ 78	\$ 1,528	
PHASE IV - FINAL PLAN																		
Task 12 - Implementation Strategy																		
12.1 - Implementation Strategy	1		\$ 1,200		\$ 1,200	1					\$ 1,120	\$ 76	\$ 1,196		\$ 2,396	\$ 76	\$ 2,472	
Task 13 - Final Report																		
13.1 - Final Report Preparation	1		\$ 900		\$ 900	1	24	18	18	24	\$ 13,700	\$ 985	\$ 14,685		\$ 15,585	\$ 985	\$ 16,570	
Task 14 - Final Presentation																		
14.1 - Presentation and Design Commission (1 Meeting)	1		\$ 600	\$ 30	\$ 630	1					\$ 520	\$ 36	\$ 556		\$ 1,186	\$ 36	\$ 1,222	
14.2 - City Council Approval (1 Meeting)	1		\$ 600	\$ 30	\$ 630	1					\$ 625	\$ 44	\$ 669		\$ 1,855	\$ 44	\$ 1,900	
TOTAL FEES	110	0	\$ 22,800	\$ 400	\$ 23,200	120	60	170	180	43	\$ 92,810	\$ 7,176	\$ 99,986		\$ 118,160	\$ 7,176	\$ 125,336	

EXHIBIT "C"
**CITY 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.

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.

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 CONTRACTOR INSURANCE REQUIREMENTS

REQUIREMENTS

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

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

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

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Note that SCS LLC is not required to carry this insurance since it has no employees. Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	CITY OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
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	CITY OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
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 The SCS business insurance covers hired and non-owned vehicles. Personal auto insurance policy covers owned vehicles; it does not provide for additional insured.	CITY OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) shall be submitted to the Finance Department by fax at: **972-450-7091** or **emailed to: wnewcomer@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

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

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

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

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

AGREEMENT

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

Project/Bid# #X-XXX

Company: Strategic Community Solutions LLC

Printed Name: Karen Walz

Signature: Karen Walz **Date:** 4/22/2021

Professional Services Agreement
(Completion of the Sam's Club Special Area Study)

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EXHIBIT "E"
AFFIDAVIT

THE STATE OF TEXAS §
 §
THE COUNTY OF DALLAS §

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

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

- _____ Ownership of 10% or more of the voting shares of the business entity.
- _____ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).
- _____ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- _____ Other: _____.
- None of the Above.

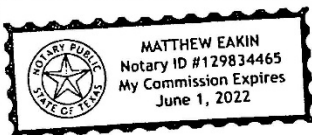
Upon filing this affidavit with the Town of Addison, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this 22nd day of April, 2021.

Karen Walz, Principal
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared **Karen Walz** 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 22 day of April 2021.



[Signature]
Notary Public in and for the State of Texas
My commission expires: 6/1/22

Professional Services Agreement
(Completion of the Sam's Club Special Area Study)

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

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

OFFICE USE ONLY

Date Received

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

None / N/A

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

None / N/A

Name of Local Government Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4. Signature of person doing business with the governmental entity Date:

Karen Wolf
 Signature

4/22/2021
 Date

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

Local Government Officers Town of Addison, Texas

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

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