

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH ICON CONSULTING ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING AND DESIGN SERVICES IN CONNECTION WITH VITRUVIAN PARK PUBLIC INFRASTRUCTURE - PHASE 9, BLOCK 701 TO SERVE VITRUVIAN TOWNHOMES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Icon Consulting Engineers Inc. to provide professional engineering and design services in connection with Vitruvian Park Public Infrastructure Phase 9, Block 701 to serve Vitruvian Townhomes within the City (the "Agreement").

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

SECTION 1. The City Council hereby approves the Agreement between the Town of Addison and Icon Consulting Engineers Inc. in an amount not-to-exceed of \$103,980 for professional engineering and design services in connection with connection with Vitruvian Park Public Infrastructure Phase 9, Block 701 to serve Vitruvian Townhomes within the City. A true and correct copy of the Agreement is attached to this Resolution as **Exhibit A** and the City Manager is hereby authorized to execute the same.

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 **11th** day of **JANUARY 2022.**

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

Exhibit A

PROFESSIONAL SERVICES AGREEMENT
for
Vitruvian Park Infrastructure, Phase 9, Block 701
to serve
Vitruvian Townhomes

This Professional Services Agreement (“Agreement”) is made by and between the **Town of Addison, Texas** (“City”), and **Icon Consulting Engineers, Inc.** (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires Professional to perform certain work and services set forth in Section 1, Scope of Services and

WHEREAS, Professional has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, City and Professional agree as follows:

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Professional agrees to provide to City the professional services for the **Vitruvian Park Infrastructure – Phase 9, Block 701 to serve Vitruvian Townhomes** (“Project”), as set forth in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference (the “Scope of Services”).

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Professional completes the services required herein to the satisfaction of City, unless sooner terminated as provided in Section 8, below.

Section 3. Professional Obligations

A. Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in Exhibit “A”, attached hereto and incorporated herein by reference, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Professional only if authorized in writing in advance by City.

C. Professional shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

A. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in accordance with the payment schedule set forth in Exhibit "A," attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within 30 days of the City's receipt of an approved invoice.

B. City reserves the right to delay, without penalty, any payment to Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project as described in the Scope of Services.

C. The total compensation to Professional shall be as specified in payment schedule set forth in Exhibit "A", which shall not exceed **one hundred three thousand nine hundred eighty dollars (\$103,980)**. City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 5. Responsibilities

A. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.

B. Neither City's review, approval/acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and

Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of City under this Agreement are as provided by law.

Section 6. Time for Performance

A. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements.

B. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by Professional and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of City. Professional and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Professional in connection with this Agreement are "works for hire" and shall be the property of City upon payment of Professional as provided in this Agreement. City shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. Professional shall, upon completion of the services and full payment for Professional's services by the City, or earlier termination and appropriate compensation as provided by this Agreement, provide City with reproductions of all materials, reports, and exhibits prepared by Professional pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF

format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the City.

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, computer code, software, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of City. All instruments of service shall be professionally sealed as may be required by law or by City.

C. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or other documents prepared by Professional, its employees, contractor, agents and consultants.

Section 8. Termination

A. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Professional. In the event suspension or termination is without cause, payment to Professional, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

B. Should City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Professional prior to such termination date.

C. Termination for Force Majeure. To the extent either Party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

Section 9. Insurance

A. Professional shall during the term hereof maintain in full force and effect the following insurance:

- (i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions

relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

- (ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;
- (iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers' Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and
- (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

- (i) Name the City, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);
- (ii) Provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance or reduction in coverage limits; and
- (iii) Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to City prior to commencement of services.

Section 12. Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT.

PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY INDEMNITEES”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEE ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). PROFESSIONAL’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 13. Assignment

Professional shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of City.

Section 14. Applicable Laws

Professional shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

Section 15. Default of Professional

In the event, Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by City to Professional, City may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others.

B. City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Professional.

Section 16. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by Professional without a written agreement with City prior to the performance of such services.

Section 17. Execution becomes Effective

This Agreement will be effective on the date when signed by authorized representatives of Professional and City (“the Effective Date”).

Section 18. Agreement Amendments

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

Section 19. Severability.

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

Section 20. Independent Contractor.

It is understood and agreed by and between the Parties that Professional in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional’s actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be

performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

Section 21. Right-Of-Access.

City will obtain and/or furnish right-of-access on any project site for Professional to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services.

Section 22. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to City: Wesley S. Pierson, City Manager
Town of Addison, Texas
16801 Westgrove Drive
Addison, Texas 75001

With copy to: Whitt Wyatt, City Attorney
3710 Rawlins St., Ste 1000
Dallas, Texas 75219

If to Professional: Clayton T. Redinger, Vice President
Icon Consulting Engineers, Inc.
2840 W. Southlake Blvd., Suite 110
Southlake, Texas 76092

Section 23. Counterparts.

This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

Section 24. Exhibits.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 25. Survival of Obligations.

Any of the representations and obligations of the Parties, as well as any rights and benefits of the Parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 26. Authorization.

Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

Section 27. Successors and Assigns.

Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 28. Recitals.

The recitals to this Agreement are incorporated herein.

Section 29. Audits and Records.

Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

Section 30. Conflicts of Interests.

Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

Section 31. Hazardous Materials.

Professional shall report the presence and location of any hazardous materials it notices or which an engineer of similar skill and experience should have noticed to the City.

Section 32. No Boycott Israel and/or No Industry Discrimination.

Pursuant to Texas Government Code Chapter 2270, the Professional'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. Pursuant to Texas Government Code Chapter 2251, the Professional's execution of this Agreement shall serve as verification that the Organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date of last execution hereof.

FOR CITY:

Town of Addison, Texas

By: _____

Wesley S. Pierson, City Manager

Date: _____

ATTEST:

By: _____

Irma Parker, City Secretary

FOR PROFESSIONAL

Icon Consulting Engineers, Inc.

By:  _____

Name: Clayton T. Redinger, Vice President

Date: 12/8/21 _____

**EXHIBIT “A”
SCOPE OF SERVICES**

PROFESSIONAL SERVICES AGREEMENT

between the Town of Addison, Texas (City)
and Icon Consulting Engineers, Inc. (Consultant)
for
Vitruvian Park Phase 9, Block 701
to serve
Vitruvian Townhomes

Summary of Project Scope

The scope of work for this project encompasses Vitruvian Park Public Infrastructure Phase 9, Block 701 to serve the proposed Vitruvian Townhomes development. The scope of work includes Sanitary Sewer and Water Improvements within the development, Streetscape Improvements along the north right-of-way of Bella Lane, the east right of way of Vitruvian Way, the south right-of-way of Spring Valley Road and Trail Improvements within the development along the eastern property line. Design services for the Vitruvian Park Phase 9, Block 701 project will include sanitary sewer line, water line, demolition, layout, grading, electrical, lighting, miscellaneous conduits, paving, landscaping and irrigation. The project will be phased into two (2) parts to facilitate the on-site private construction activities with the on-site public construction requirements. After private demolition and mass grading operations have been completed, the public sanitary sewer & water improvements will be constructed and completed. The streetscape and trail improvements will begin later after most of the on-site private building construction has taken place. This will minimize the impact to pedestrian ways around the perimeter of the Vitruvian Townhomes project during construction. With this proposal, we are proposing to provide the following specific scope of services for the public infrastructure improvements:

I. SANITARY SEWER AND WATER IMPROVEMENTS

1. Sanitary Sewer & Water Plans

Icon will prepare sanitary sewer & water plans including detailed layout, stationing, drafting and specifications for all proposed public sanitary sewer & water improvements to serve the proposed Vitruvian Townhomes development in accordance with Town of Addison requirements. Three (3) new 8” sanitary sewer lines will be extended through the Townhome property and connect to the existing sanitary sewer lines located within Vitruvian Way and Bella Lane. Three (3) new 8” water lines will be looped throughout the Townhome property and connect to the existing water lines located within Vitruvian Way and Bella Lane. Icon will then provide all technical support necessary to facilitate acceptance of these plans by the Town of Addison.

2. Sanitary Sewer Line Profiles

Icon will prepare sanitary sewer profile plans showing detailed vertical alignment, stationing, drafting and specifications for all public sanitary sewer improvements to serve the proposed Vitruvian Townhomes development in accordance with Town of Addison requirements. Icon will plot all crossing utilities and design required vertical clearances from the proposed sanitary sewer lines. Icon will then provide all technical support necessary to facilitate acceptance of these plans by the Town of Addison.

3. Water Line Profiles

Icon will prepare sanitary sewer profile plans showing detailed vertical alignment, stationing, drafting and specifications for all public sanitary sewer improvements to serve the proposed Vitruvian Townhomes development in accordance with Town of Addison requirements. Icon will plot all crossing utilities and design required vertical clearances from the proposed water lines. Icon will then provide all technical support necessary to facilitate acceptance of these plans by the Town of Addison.

4. Erosion & Sediment Control Plans

Icon will prepare Erosion & Sediment Control Plans in compliance with the Texas Pollutant Discharge Elimination System (TPDES) program administered by the Texas Commission on Environmental Quality (TCEQ). The plans will include erosion and sediment control measures to be used during the construction of the sanitary sewer & water lines portion of the project.

5. Project Meetings

During the planning and design phases, Icon will attend project meetings with the Town of Addison and/or other project design team members.

6. Design Support Construction Phase Services

After the design phase has been completed and accepted by the Town, Icon will provide design support for the construction phase of the sanitary sewer & water public improvements. Icon will provide the following construction phase services:

- A.** Prepare project manual, specifications and contract documents for proposed sanitary sewer & water public infrastructure improvements.
- B.** Prepare bid quantities and proposal forms for proposed sanitary sewer & water public infrastructure improvements.
- C.** Prepare and issue addenda as appropriate to clarify, correct or change the bidding documents.

- D.** Attend the pre-bid meeting for public water and sanitary sewer infrastructure improvements.
- E.** Respond to contractor questions during the bidding process.
- F.** Prepare a tabulation of bids for the project and verify bid amounts. Evaluate the lowest and second lowest bidder, including obtaining information on past work history and physical resources.
- G.** Prepare a recommendation for the award of contract or other action and notify bidders of the action taken by the Town of Addison.
- H.** Provide assistance to the Town of Addison in the preparation of construction documents for execution by the Town of Addison and the successful contractor. Prepare 4 conformance sets and 2 original sets of the final plans and specifications.
- I.** Attend the pre-construction meeting with selected bidders. Assist in the preparation of the meeting agenda, meeting record and distribute to all attendees.
- J.** Review request for information (RFI), shop drawings, material submittals, test reports, and change orders related to the work.
- K.** Attend construction progress meetings as needed. Perform site visits, as needed, as directed by the Town of Addison.
- L.** Review and approve contractor pay applications.
- M.** When the construction of the sanitary sewer & water public improvements has been completed, perform a final review (in conjunction with Town of Addison staff) of the public infrastructure improvements and related work. Prepare “Final Work” documents as directed by the Town of Addison.

7. Record Drawings

Upon completion of construction, Icon will prepare record drawing electronic files in CAD and PDF formats for the Town of Addison based on marked-up plans to be provided by the contractor.

II. STREETSCAPE AND TRAIL IMPROVEMENTS

1. Topographic Design Surveys

Icon will perform topographic design surveys for the planning and design of public infrastructure improvements. Surveys along Bella Lane will include the area from the existing centerline to approximately 35’ north along the Vitruvian Townhomes project.

Surveys along Vitruvian Way will include the area from the existing east median curb to approximately 50' east along the Vitruvian Townhomes project. Surveys along Spring Valley Road will include the area from the existing south median curb to approximately 50' south along the Vitruvian Townhomes project. Icon will contact Texas One Call, or the appropriate utility locator companies, to field locate the existing underground utility lines along all survey areas. The location of the lines as marked will then be surveyed for design purposes. Survey information provided will include all visible features and 1' contour elevations. A map of the results of the topographic design surveys will not be prepared. The results of the surveys will be incorporated into the plan design drawings

2. Demolition Plans

Icon will prepare demolition plans including detailed design, drafting, specifications and locations of existing facilities to be removed or abandoned within the existing right of way along Bella Lane, Vitruvian Way and Spring Valley Road adjacent to the proposed Vitruvian Townhomes development in accordance with Town of Addison requirements.

3. Layout and Grading Plans

Icon will prepare layout & grading plans showing detailed design, layout, grading, paving, drafting and specifications to provide information to perform construction layout and paving of the proposed streetscape and proposed trail improvements adjacent to and within the subject property and all other miscellaneous public improvements serving the proposed Vitruvian Townhomes development in accordance with Town of Addison requirements. The plan will be prepared to include underground drainage facilities pertaining to any planting beds or tree wells.

4. Streetscape Paving Details

Icon will prepare streetscape paving details including detail layout, design, drafting and specifications for the proposed streetscape along Bella Lane, Vitruvian Way and Spring Valley Road adjacent to the proposed Vitruvian Townhomes development in accordance with Town of Addison requirements.

5. Street Lighting Plans

Icon will prepare street lighting plans for removal, relocation and modification of existing street lighting along Bella Lane and Vitruvian Way. The street lighting plans will include removal & demolition of existing facilities, installation of new light pole foundations, electrical wiring re-configurations detailed design, drafting and specifications in accordance with Town of Addison requirements.

6. Holiday Lighting Plans

Icon will prepare holiday lighting plans for the completion of electrical power outlets along the north side Bella Lane and the east side of Vitruvian Way adjacent to the south and

southwest portions of the proposed Vitruvian Townhomes development in accordance with Town of Addison requirements. Holiday lighting electrical power outlets are currently existing along other Bella Lane and Vitruvian Way portions which were installed during previous Vitruvian Park public infrastructure construction projects and adjacent to the previous developments. Existing electrical service and conduit provisions, installed previously, will be utilized and extended to complete the Bella Lane & Vitruvian Way portions. The holiday lighting plans will include detailed layout, design, drafting and specifications.

7. Streetscape Landscape Plans

Icon will prepare streetscape landscape plans including detailed design, drafting and specifications for the proposed right-of-way along Bella Lane, Vitruvian Way and Spring Valley Road adjacent to the proposed Vitruvian Townhomes development in accordance with Town of Addison requirements. Design shall be in general compliance with the Planned Development agreement for various street right-of-way sections. Drawings will be prepared to provide layout and construction details required to properly bid and install landscape planting. The plan will be prepared to include material locations, genus/species, quantity spacing, size and varieties to be utilized on site. Details and enlargements will be prepared as necessary in order to clarify intent of layout.

8. Streetscape Irrigation Plans

Icon will prepare streetscape irrigation plans including detailed design, drafting and specifications for the proposed right-of-way along Bella Lane, Vitruvian Way and Spring Valley Road adjacent to the proposed Vitruvian Townhomes development in accordance with Town of Addison requirements. Design shall be in general compliance with the Planned Development agreement for various street right-of-way sections. Drawings will be prepared to provide layout and construction details required to properly bid and install the irrigation system. The plan will be prepared to include location and model of all heads, valves, meters, controller electrical service, wiring, etc. as well as size of all piping and sleeving. Details and enlargements will be prepared as necessary in order to clarify intent of layout.

9. Erosion & Sediment Control Plans

Icon will prepare Erosion & Sediment Control Plans in compliance with the Texas Pollutant Discharge Elimination System (TPDES) program administered by the Texas Commission on Environmental Quality (TCEQ). The plans will include erosion and sediment control measures to be used during the construction of streetscape & trail portions of the project.

10. Project Meetings

During the planning and design phases, Icon will attend project meetings with the Town of Addison and/or other project design team members.

11. Design Support Construction Phase Services

After the design phase has been completed and accepted by the Town, Icon will provide design support for the construction phase of the streetscape & trail public improvements. Icon will provide the following construction phase services:

- A.** Prepare project manual, specifications and contract documents for proposed streetscape & trail public infrastructure improvements.
- B.** Prepare bid quantities and proposal forms for proposed streetscape & trail public infrastructure improvements.
- C.** Prepare and issue addenda as appropriate to clarify, correct or change the bidding documents.
- D.** Attend the pre-bid meeting for public streetscape & trail infrastructure improvements.
- E.** Respond to contractor questions during the bidding process.
- F.** Prepare a tabulation of bids for the project and verify bid amounts. Evaluate the lowest and second lowest bidder, including obtaining information on past work history and physical resources.
- G.** Prepare a recommendation for the award of contract or other action and notify bidders of the action taken by the Town of Addison.
- H.** Provide assistance to the Town of Addison in the preparation of construction documents for execution by the Town of Addison and the successful contractor. Prepare 4 conformance sets and 2 original sets of the final plans and specifications.
- I.** Attend the pre-construction meeting with selected bidders. Assist in the preparation of the meeting agenda, meeting record and distribute to all attendees.
- J.** Review request for information (RFI), shop drawings, material submittals, test reports, and change orders related to the work.
- K.** Attend construction progress meetings as needed. Perform site visits, as needed, as directed by the Town of Addison.
- L.** Review and approve contractor pay applications.
- M.** When the construction of the streetscape & trail public improvements has been completed, perform a final review (in conjunction with Town of Addison staff) of the public infrastructure improvements and related work. Prepare "Final Work" documents as directed by the Town of Addison.

12. Record Drawings

Upon completion of construction, Icon will prepare record drawing electronic files in CAD and PDF formats for the Town of Addison based on marked-up plans to be provided by the contractor.

PROFESSIONAL SERVICES AGREEMENT

between the Town of Addison, Texas (City)
and Icon Consulting Engineers, Inc. (Consultant)

for

Vitruvian Park Phase 9, Block 701

to serve

Vitruvian Townhomes

COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY

Icon Consulting Engineers, Inc. proposes to provide the Scope of Services as described above on a “not-to-exceed” fee basis as follows:

I. SANITARY SEWER AND WATER IMPROVEMENTS

- 1. Sanitary Sewer & Water Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$16,000**.
- 2. Sanitary Sewer Line Profiles** - Icon will perform the services as described for a not-to-exceed fee of **\$3,840**.
- 3. Water Line Profiles** - Icon will perform the services as described for a not-to-exceed fee of **\$5,760**.
- 4. Erosion & Sediment Control Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$1,248**.
- 5. Project Meetings** - Icon will perform the services as described for a not-to-exceed fee of **\$2,560**.
- 6. Design Support Construction Phase Services** - Icon will perform the services as described for a not-to-exceed fee of **\$11,956**.
- 7. Record Drawings** - Icon will perform the services as described for a not-to-exceed fee of **\$1,536**.
- 8. Reimbursable Expenses** - As needed for a not-to-exceed fee of **\$1,000**.

TOTAL NOT-TO-EXCEED FEE FOR TASKS 1 THROUGH 8 = \$43,900.

II. STREETSCAPE AND TRAIL IMPROVEMENTS

- 1. Topographic Design Surveys** - Icon will perform the services as described for a not-to-exceed fee of **\$3,960**.
- 2. Demolition Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$2,496**.
- 3. Layout and Grading Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$15,040**.
- 4. Streetscape Paving Details** - Icon will perform the services as described for a not-to-exceed fee of **\$4,160**.
- 5. Street Lighting Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$2,080**.
- 6. Holiday Lighting Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$2,080**.
- 7. Streetscape Landscape Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$5,655**.
- 8. Streetscape Irrigation Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$3,045**.
- 9. Erosion & Sediment Control Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$1,664**.
- 10. Project Meetings** - Icon will perform the services as described for a not-to-exceed fee of **\$2,560**.
- 11. Design Support Construction Phase Services** - Icon will perform the services as described for a not-to-exceed fee of **\$14,804**.
- 12. Record Drawings** - Icon will perform the services as described for a not-to-exceed fee of **\$1,536**.
- 13. Reimbursable Expenses** - As needed for a not-to-exceed fee of **\$1000**.

TOTAL NOT-TO-EXCEED FEE FOR TASKS 1 THROUGH 13 = \$60,080.

TOTAL NOT-TO-EXCEED FEE SUMMARY

Sanitary Sewer and Water Improvements	=	\$ 43,900
Streetscape and Trail Improvements	=	\$ 60,080
TOTAL NOT-TO-EXCEED FEE	=	\$103,980

III. ADDITIONAL SERVICES

1. 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.

Principal Engineer	\$190.00
Registered Professional Engineer	\$175.00
Senior Project Manager	\$160.00
Engineer in Training	\$150.00
CAD Production Manager	\$150.00
Engineering Technician	\$120.00
CAD Designer	\$100.00
CAD Operator	\$ 80.00
Administrative Assistant	\$ 70.00

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DESIGN SCHEDULE

Icon Consulting Engineers, Inc. proposes the following design schedule:

I. SANITARY SEWER AND WATER IMPROVEMENTS

Jul. 26th, 2021 to Jan. 11th, 2022: Prepare Final Design Drawings

Jan. 12th to Jan. 28th, 2022: Submittal of Design Drawings to Town for Review.

Jan. 31st to Feb. 4th, 2022: Plan Revisions by Icon to Address Town Comments

Feb. 7th to Feb 18th, 2022: Re-submittal of Design Drawings to Town for Review.

Feb. 21st to Feb. 25th, 2022: Final Revisions by Icon to Address Town Comments

Feb. 28th to Mar. 4th, 2022: Final Review and Approval of Public Improvements

II. STREETSCAPE AND TRAIL IMPROVEMENTS

Jul. 26th, 2021 to Jan. 11th, 2022: Prepare Final Design Drawings

Jan. 12th to Feb. 25th, 2022: Submittal of Design Drawings to Town for Review.

Feb. 28th to Mar. 11th, 2022: Plan Revisions by Icon to Address Town Comments

Mar. 14th to Apr 1st, 2022: Re-submittal of Design Drawings to Town for Review.

Apr. 4th to Apr. 15th, 2022: Final Revisions by Icon to Address Town Comments

Apr. 18th to Apr. 29th, 2022: Final Review and Approval of Public Improvements