

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MCKINSTRY ESSENTION, LLC FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE HVAC, ADA, AND ROOFING UPGRADES FOR THE TOWN'S POLICE HEADQUARTERS IN AN AMOUNT NOT TO EXCEED \$104,074.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize a professional services agreement with McKinstry Essention, LLC for design and construction management services for the HVAC, ADA, and roofing upgrades to the Town's police department headquarters building.

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

SECTION 1. The City Council hereby approves the professional services agreement between the Town of Addison and McKinstry Essention, LLC for construction management services for the HVAC, ADA, and roofing upgrades to the Town's police headquarters in conformance with the contract documents, in an amount not-to-exceed of \$104,074, a copy of which is attached to this Resolution as **Exhibit A**. 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 22nd day of MARCH 2022.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT Police Department HVAC, ADA & Roofing Upgrades Project

This Professional Services Agreement (“Agreement”) is made by and between the **Town of Addison, Texas** (“City”), **McKinstry Essention, LLC** (“Professional”) (each a “party” and collectively the “parties”), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires to engage Professional to perform certain work and services, hereinafter referred to only as "services", as further specified in the Scope of Services defined in Section 1 of this Agreement; and

WHEREAS, Professional has expressed a willingness to perform said services in conformance with this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Scope of Services

Upon written notice to proceed by City, Professional agrees to provide to City the services for the Police Department HVAC, ADA & Roofing Upgrades project (“Project”), as set forth in the Scope of Services attached hereto as **Exhibit “A”** and incorporated herein by reference (the “Scope of Services”). Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such 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 and the City has accepted the same, unless sooner terminated as provided in this Agreement.

Section 3. Professional’s Obligations

(a) **Performance of Services**. Professional shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform the services. To the extent reasonably necessary, Professional may engage the services of any agents, assistants, or other persons that Professional may deem proper to assist in the performance of the services under this Agreement; provided, that Professional shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

(b) **Standard of Care**. Professional shall perform the services with the skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional licenses. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all services, including all Project Documents, designs, drawings, specifications, plans, reports, presentations and all other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the services. Professional shall further make, without expense to City, such revisions to the Project

Documents as may be required to meet the needs of City and which are within the Professional's Scope of Services.

(c) Additional Services. 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**, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(d) No Waiver of City's Rights. 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.

(e) Independent Contractor. It is understood and agreed by and between the parties that Professional, while performing under 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.

(f) Inspection of Records. Professional grants City and its designees the right to audit, examine or inspect, at City's election, all of Professional's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination or inspection of Professional's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Professional agrees to retain Professional's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Professional's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Professional's Records only during regular business hours. Professional agrees to allow City and its designees access to all of Professional's Records, Professional's facilities and the current or former employees of Professional, deemed necessary by City or its designee(s), to perform such audit, inspection or examination.

(g) Certification of No Conflicts. Professional hereby warrants to the City that Professional has made full disclosure in writing of any existing or potential conflicts of interest related to Professional's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Professional hereby agrees immediately to make full disclosure to the City in writing.

(h) 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 4. Performance Schedule

(a) Time for Performance. 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. 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 in conformance with this Section 4 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.

(b) Extensions: Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), 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 5. Documents

(a) Project Documents. 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 services or for any other purpose. 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, or consultants.

(b) Professional’s Documents. All previously owned intellectual property of Professional, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Professional or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Professional to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (“Professional’s Documents”), shall remain the sole and exclusive property of Professional or its suppliers. Notwithstanding, Professional agrees that City shall have the right to access to all such information and City is granted the right to make and retain copies of Professional’s Documents. City acknowledges that any reuse of Professional’s Documents without specific written verification or adaptation by Professional will be at City’s sole risk and without liability or legal exposure to Professional.

(c) Confidential Information. Professional agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as “Confidential” and/or “Proprietary – Trade Secret” at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Professional to be confidential and the exclusive property of Professional. Notwithstanding the foregoing, Professional acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Professional has not notified

City of such designation in conformance with this section. Professional agrees and covenants to protect any and all proprietary rights of City in any materials provided to Professional. Additionally, any materials provided to Professional by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by City. In the event City delivers to Professional information that it has expressly marked "Confidential" or has notified Professional is confidential or is the proprietary information of a third-party, Professional agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than in connection with Professional's performance of the services under this Agreement. Professional shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.

Section 6. Payment

(a) Payment Terms. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in general conformance with the fee schedule set forth in **Exhibit A**, subject to changes in the Scope of Services or additional services agreed upon in writing. Unless otherwise agreed 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 and acceptance of an approved invoice. Notwithstanding the foregoing, 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.

(b) Compensation. Professional's compensation shall be as specified in the payment schedule set forth in **Exhibit A**; provided, that the total compensation under this Agreement shall not exceed ONE HUNDRED AND FOUR THOUSAND AND SEVENTY-FOUR DOLLARS AND NO/100 (\$104,074.00). 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 reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 7. Default; Force Majeure

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within fifteen (15) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30th) day following the non-breaching party's notice of default.

(b) Default by Professional. In addition to default under Section 7(a) above, Professional shall be in default under this Agreement if Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Professional's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If

such default is not corrected within ten (10) days from the date of City's written notice to Professional regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

- (i) Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all services 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; or
- (ii) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Professional.

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance 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, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (A) how and why their performance was so prevented, (B) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (C) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Section 8. Termination; Suspension

(a) Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

(b) Termination by City. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Professional.

(c) Termination Following Request for Modification. 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.

(d) Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City's reason(s) for the suspension and the

expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Professional's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Professional shall have the right to terminate this Agreement if Professional if (i) Professional provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

Section 9. Insurance

Professional shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City. Professional's obligation to provide acceptable certificates of insurance is a material condition of this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required under this Agreement are maintained by and accessible through the City's purchasing department.

Section 10. Indemnification; Notice.

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 GROSS 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 THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEE 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).

Notices of Claim. Professional shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Professional's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Professional's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Professional of any of its obligations hereunder. 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.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

Section 11. Notice.

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this Section.

Section 12. Verifications by Professional

Professional's execution of this Agreement shall serve as its formal acknowledgement and written verification that:

(a) if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Professional agrees that the Agreement can be terminated if Professional knowingly or intentionally fails to comply with a requirement of that subchapter;

(b) pursuant to Texas Government Code Chapter 2270, that Professional's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(c) pursuant to Texas Government Code Chapter 2251, that Professional's 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.

Section 13. Miscellaneous

(a) Professional shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Professional shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) 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 courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) 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. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) 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. (h) 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. (i) 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. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:

TOWN OF ADDISON, TEXAS

By: _____

Wesley S. Pierson
City Manager

Date: _____

Notice Address:

Town of Addison
Attn: Wesley S. Pierson, City Manager
5300 Belt Line Road
Town of Addison, Texas 75254
E: wpierson@addisontx.gov

Contract ID:
PSA- RB.MM_March 4, 2022

For Professional:

MCKINSTRY ESSENTION, LLC

By:  _____

Brian Ratcliff
Vice President - South Region

Date: March 14, 2022

Notice Address:

McKinstry Essention, LLC
Attn: Kevin Callis, Construction Service
Manager
4201 Spring Valley Rd.
Suite 250 Farmers Branch, Texas 75244
E: kevinca@mckinstry.com

EXHIBIT "A"
SCOPE OF SERVICES

(attached)

Exhibit A - Scope of Services



South Region

4201 SPRING VALLEY RD. SUITE 250 • FARMERS BRANCH, TEXAS 75244 • 972.532.4290 • MCKINSTRY.COM

February 25, 2022

Rob Bourestom
Director of General Services
Town of Addison
16801 Westgrove Drive
Addison, TX 75001

RE: Police Department HVAC, ADA & Roofing Upgrades - Extension of Staff Services & Site Supervision

Dear Mr. Rob Bourestom,

We are delighted at the prospect of providing Extension of Staff Services & Site Supervision to the Town of Addison.

We have enclosed a proposal broken down into three phases of work as directed:

1. Phase 1: Planning, Scoping, and Scheduling
2. Phase 2: Design and Procurement
3. Phase 3: Project Management & Site Supervision

Our team knows the right practices to keep this project on schedule and within budget while ensuring performance and design intent is met. We will focus on providing a high level of assurance that the building's systems are engineered, installed, and are functioning as designed. This will involve collaboration with the entire project team beginning in the design development phase, extending through the acceptance and close out phases.

We look forward to partnering with The Town of Addison, and we are dedicated to delivery with excellence of your bond projects services through our extension of staff services. If you have any questions or want to discuss our proposal in more detail, you can reach me at 214.755.9664 or kevinca@mckinstry.com.

Best regards,

Kevin Callis, LEED GA

Construction Services Manager – South Region

P 972.232.4145 | 608.852.5459

CONFIDENTIAL & PROPRIETARY
HVAC & ROOFING PROPOSAL

Project Management Scope of Work & Fee Schedule

OVERVIEW

The Town of Addison seeks to achieve optimal outcome from certain planned HVAC and Roofing maintenance upgrades while maximizing energy and operational cost savings, minimizing ongoing maintenance, and achieving on-budget and on-time implementation at the following facilities:

Facilities	Roof	HVAC	ADA	Budget
Town of Addison Police Department	X	X	X	\$845,000

SCOPE OF SERVICES

Objective:

The objective of McKinstry Essention, LLC is to act as an “extension of staff” to manage all aspects of the above referenced Client projects to achieve optimal outcome.

Phased Services:

The scope of services shall be performed in three phases as outlined below:

Phase 1: Planning, Scoping and Scheduling

Time Frame: 10-20 days

Scope: McKinstry Essention, LLC will perform the following functions:

1. Review all planned scope and budgets and provide feedback.
2. Advise on additional or altered scope options to improve comfort, efficiency, or long-term maintainability
3. Advise on additional scope that may provide additional benefits, such as LED lighting, centralized HVAC control, UV germicidal irradiation, etc.
4. In conjunction with Client staff, prepare a workable phasing plan
5. In conjunction with Client staff, prepare a program implementation schedule, with consideration given to occupied spaces, events, seasonal variations, etc.

Deliverables:

- A. Recommended Scope additions or alterations
- B. Recommended phasing plan
- C. Implementation Schedule

Fee: **\$5,160**



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TOWN OF ADDISON
EXTENSION OF STAFF SERVICES PROPOSAL

Project Management Scope of Work & Fee Schedule

Phase 2: Design and Procurement

Time Frame: 45-60 days

Scope: McKinstry Essention, LLC will perform the following functions:

1. Ensure any required designs or engineering needs are identified prior to bidding
2. For purposes of managing outcomes, where appropriate, create conceptual Design Intent and Operational Intent criteria for specific scope items
3. Write RFQ & work with Client's procurement department to solicit any needed architect or engineering design firms. Assist the Client in the evaluation and selection process.
4. Manage and develop designs for the ADA scope and MEP scope. Host design review meetins and QA/QC all engineers and architectural plans.
5. In conjunction with client, determine best method of procurement for each type of scope (i.e. competitive sealed bid, design/build, etc.)
6. Work with Client's selected architect or engineer to generate bid packages, with special emphasis on design intent and operational intent. Ensure architect/engineer adheres to schedule.
7. Write RFQs / RFPs & work with Client's procurement department to publish
8. Conduct pre-bid meetings
9. Manage site walk-throughs and subsequent requests for information (RFIs) from potential respondents
10. Assist in evaluating responses and make recommendations
11. Assist negotiating and securing contracts with winning bidders

Deliverables:

- A. Conceptual design intent / operational intent criteria, where appropriate
- B. Recommended procurement method
- C. Complete RFP/RFQ bid packages
- D. Recommendations on contractors

Fee: **\$12,700**



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TOWN OF ADDISON
EXTENSION OF STAFF SERVICES PROPOSAL

Project Management Scope of Work & Fee Schedule

Phase 3: Project Management:

Time Frame: 4-6 Months

Scope: McKinstry Essention, LLC will perform the following functions:

1. Kick off projects with each contractor, ensuring acceptance and compliance on:
 - a. Scope review and mission alignment
 - b. Points of contact and background checks
 - c. Schedule
 - d. Set conditions precedent
 - e. Standards of Work
 - f. Standards of Conduct
 - g. Tool and material storage
 - h. Access
 - i. Jobsite Cleanliness
2. Ensure all bonds and permits are obtained
3. Manage submittal process, including Client approvals
4. Issue Notices to Proceed
5. Conduct regularly scheduled progress meetings
6. Manage contractors to the approved schedule
7. Ensure work meets or exceeds specifications and meets design intent and operational intent
8. Manage contingency and change order process
9. Ensure installation quality meets or exceeds expectations
10. Manage billing requests
11. Manage punch list
12. Project close out

Deliverables:

- A. Final schedule
- B. Progress updates
- C. Submittal log
- D. RFI log
- E. Meeting minutes
- F. Project financial updates
 - a. % complete
 - b. contingency
 - c. change orders
- G. Close out documentation

Fee: **\$49,608**



CONFIDENTIAL & PROPRIETARY
TOWN OF ADDISON
EXTENSION OF STAFF SERVICES PROPOSAL

Project Management Scope of Work & Fee Schedule

Alternate: Site Superintendent Scope of Work:

- Our proposed scope is to provide oversight for the construction of the Town of Addison's 2021 Bond project affecting the Police Department
- To maintain project schedule & safety McKinstry will provide a Site Superintendent with project specific experience and knowledge to manage the subcontractors throughout the project.
- Based on the most current information received to date, McKinstry will provide the services listed below.

ROOFING OVERSIGHT

1. Collect site specific safety plans for subcontractor prior to beginning work and ensure COI's are up to date.
2. Meet with the roofing contractor to fill out job site safety orientations prior to beginning work.
3. Perform at a minimum weekly check-in to ensure contractor is performing up to McKinstry & Manufacturer standards of work.
4. Provide weekly contractor communication and QA/QC of work environment to ensure clean up and safety standards are being met.
5. Participate in bi-weekly progress meetings.

BUILDING MECHANICAL OVERSIGHT

1. Collect site specific safety plans for subcontractor prior to beginning work and ensure COI's are up to date.
2. Meet with each individual MEP subcontractor to fill out job site safety orientations prior to beginning work.
3. Perform at a minimum daily check-in to ensure contractor is performing up to McKinstry & Manufacturer standards of work.
4. Provide weekly contractor communication and QA/QC of work environment to ensure clean up and safety standards are being met.
5. All communication, scheduling and coordination to be ran through McK site superintendent
6. During any critical tasks such as Crane Lifts, Equipment Start-ups and split system pressure tests McKinstry will provide 100% supervision
7. Participate in bi-weekly progress meetings.

BUILDING MECHANICAL OVERSIGHT

1. Work with contractors to schedule and coordinate demolition of scope.
2. Ensure all surrounding areas are protected from dust and derbis.
3. Manage secured access with APD figure heads.
4. Meet with each individual subcontractor to fill out job site safety orientations prior to beginning work.
5. Coordinante site vists on a minimum of a weekly basis to ensure QA/QC of work going in.
6. Coordinate submittal review process for all new material being used.



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Project Management Scope of Work & Fee Schedule

7. Coordinate mock-ups of new material being used.
8. Ensure attic stock is delivered for all new finish material.
9. Ensure scope meeting Architectural ADA requirements upon completion
10. Host punch list walk-through the architect and owner.
11. Manage closeout procedure and 11-month warranty walk.

TURNOVER & WARRANTY PHASE COMMISSIONING

1. Review of all subcontractor O&M manuals and as-builts for completeness and accuracy.
2. Run the 10-month Warranty Review & Update with the CxA Contractor

OWNER RESPONSIBILITIES

1. Town of Addison shall provide card access / keys to facilitate in the coordination of all activities.

TIMELINE AND STAFFING

McKinstry will initiate this scope of work immediately upon proposal acceptance and assign a dedicated Project Superintendent to act as the project's single point of contact and work directly with the existing McKinstry Owners Rep. Due to the nature of the work and the equipment arrival times, McKinstry will coordinate in such a way to maintain coverage of all critical tasks to stay within the budget of the project. The proposal is based on a blended hourly rate and applicable travel.

Exclusions

1. Taxes, bonds, and permit fees
2. Job site trailer/workspace
3. After hours, nights and weekend work
4. Expense beyond reasonable travel costs

Clarifications

1. All fees include travel and expenses

Fee: \$36,606



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Exhibit A - Scope of Services

PRICE PROPOSAL SUMMARY

Town of Addison shall reimburse McKinstry for its time and expenses per the table below:

HVAC Upgrades, Roofing Upgrades - Extension of Staff Services	
	Contract Amount
Phase:1 Planning Scoping, and Scheduling	\$5,160
Phase 2: Design and Procurement	\$12,700
Phase 3: Project Management	\$49,608
Add Alternate: Site Supervision	\$36,606
Sub Total:	\$104,074.00

We are excited for the opportunity and look forward to working with you on this project.

[End Scope of Services]



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