

RESOLUTION NO. R19-118

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE TOWN OF ADDISON AND JACOBS ENGINEERING GROUP, INC., FOR THE DESIGN OF IMPROVEMENTS TO KELLER SPRINGS ROAD AND AIRPORT PARKWAY IN AN AMOUNT NOT TO EXCEED \$1,439,000, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the reconstruction of Keller Spring Road and Airport Parkway were included in Proposition A of the Town of Addison 2019 Bond Program; and

WHEREAS, Proposition A was approved by the voters.

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

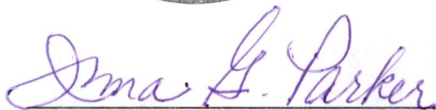
SECTION 1. The Agreement for Professional Engineering Services between the Town of Addison and Jacobs Engineering Group Inc., for the design of improvements to Keller Spring Road and Airport Parkway in an amount not to exceed \$1,439,000, a copy of which is attached to this Resolution as **Exhibit A**, 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.

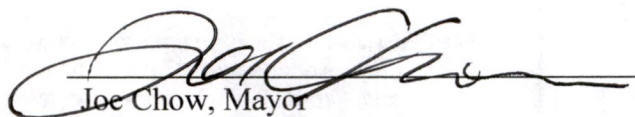
DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **10th** day of **DECEMBER 2019**.



ATTEST:


Irma Parker, City Secretary

TOWN OF ADDISON, TEXAS


Joe Chow, Mayor

APPROVED AS TO FORM:

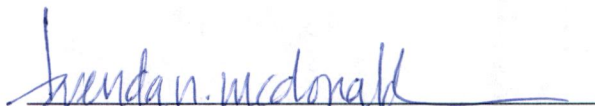

Brenda N. McDonald, City Attorney

EXHIBIT A

**AGREEMENT
BETWEEN
THE TOWN OF ADDISON, TEXAS (TOWN)
AND
JACOBS ENGINEERING GROUP INC. (CONSULTANT)**

FOR

PROFESSIONAL ENGINEERING SERVICES

Made as of the 10th day of DECEMBER in the year 2019,

BETWEEN the Town: The Town of Addison, Texas
16801 Westgrove Drive
Addison, Texas 75001
Telephone: (972) 450-7001

and the Consultant: Jacobs Engineering Group Inc.
1999 Bryan Street, Suite 1200
Dallas, Texas 75201
Telephone: (214) 583-8500

for the following Project: EAST/WEST ROADS
(KELLER SPRINGS/AIRPORT PARKWAY)

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 **Jacobs Engineering Group Inc.**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

WHEREAS, the Town desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, Keller Springs and Airport Parkway street improvements within the Town of Addison, Texas; hereinafter referred to as "Project"; and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement. The standard of care for all professional service performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the Town.
 - 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 Town 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 Town 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 TOWN MANAGER.** Project Managers, Superintendents, and/or Inspectors of the Town are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit "B"** and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than as identified in **Exhibit "A"**.

- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit “B.”

ARTICLE 2 THE TOWN'S RESPONSIBILITIES

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

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

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in “Article 1, Consultant's Services,” compensation for this Project shall be on a Lump Sum Basis in the amount of **Eight Hundred Sixty Five Thousand Nine Hundred Thirty and 00/100 Dollars (\$865,930.00)** and Time and Materials Basis not to exceed **Five Hundred Seventy Three Thousand, Seventy and 00/100 Dollars (\$573,070.00)**, (“Consultant's Fee”) and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit “B.” **The final five percent (5%) of the Consultant's Fee, or Seventy One Thousand Nine Hundred Fifty and 00/100 Dollars (\$71,950.00), shall not be paid until the Consultant has completed all of the services described in Exhibit “A” and delivered to the Town all of the documents, plans, data, maps, and/or other information required in Exhibit “A.”**
- 3.1.1 **Completion of Final Report** – Town and Consultant agree that the Final Report shall be completed, submitted to, and accepted

by the Town prior to payment of the **final five percent (5%) of the Consultant's Fee, or Seventy Thousand and 00/100 Dollars (\$71,950.00)**. The electronic formatting shall be consistent with the standards established in Town of Addison Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents, if any, shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.

3.1.2 **Disputes between Town and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the "Contractor") and the City, and upon receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for the City to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the City. City and Consultant agree that if requested by the City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Consultant shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Consultant shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by such agencies at no additional charge to City.

3.2 **Direct Expenses – Direct Expenses are included in the Consultant's Fee as described** in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," and consistent with Exhibit "C," Town of Addison Guidelines

for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said overpayment.

- 3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit "A" of this Agreement. If authorized in writing by the Town, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph ("Additional Services"). These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit "A."
 - 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit "A." Drafts or revisions required as the result of errors or omissions by the Consultant shall not be considered Additional Services, but shall fall within the Scope of Services.
 - 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
 - 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
 - 3.3.5 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.
 - 3.3.6 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to Town.

Principal	Project Manager	Task Leader	Sr. PE	PE	CAD	Clerical
\$210.00	\$205.00	\$160.00	\$140.00	\$120.00	\$80.00	\$70.00

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town immediately upon completion of each individual task listed in Exhibit “B.” On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach

of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 2251, Subchapter "D" ("Remedy for Nonpayment") of the *Texas Government Code*. The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.

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

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of the Town** – The Project is the property of the Town, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials 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** – Consultant shall maintain, at no expense to Town, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required General Liability Insurance** - Consistent with the terms and provisions of Exhibit "D," Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of

subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

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

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

**ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS**

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

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

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

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

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

If the Agreement is required to go to the City Council 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 City's execution of this Agreement.

**ARTICLE 8
TERMINATION OF AGREEMENT / REMEDIES**

Town may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If Town terminates this Agreement due to

a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein. 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 reasonable 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 in accordance with the provisions of this Agreement prior to termination.

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

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

ARTICLE 9 DISPUTE RESOLUTION / MEDIATION

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

ARTICLE 10

INDEMNITY

CONSULTANT SHALL HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS TOWN COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL,

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

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

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

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

Assistant Director of Infrastructure Services
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001

Professional Services Agreement
(Jacobs Engineering Group Inc./Keller Springs/Airport Parkway)

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

**Jacobs Engineering Group Inc.
Carlos Negrón, Project Manager
1999 Bryan Street, Suite 1200
Dallas, Texas, 75201**

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be affected 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. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the Town as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.
- 12.3 **Successors and Assigns** – Town and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 12.5 **Venue** – This entire Agreement is performable in Dallas County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Dallas County, Texas, and this Agreement shall be construed under the laws of the State of Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement,

at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

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

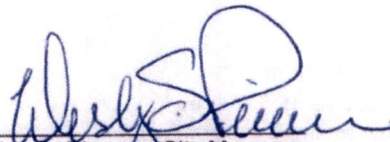
IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

Effective Date: December 11, 2019

TOWN:
Town of Addison, Texas

Professional Services Agreement
(Jacobs Engineering Group Inc./Keller Springs/Airport Parkway)

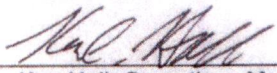
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By: 
Wesley S. Pierson, City Manager

Resolution No. R19-118

Date: December 11, 2019

CONSULTANT:
Jacobs Engineering Group Inc.

By: 
Ken Hall, Operations Manager

Date: 11/25/19

Exhibit "A"
Scope of Services
Agreement by and between the Town of Addison, Texas (Town)
And Jacobs Engineering Group Inc. (Consultant)
to perform Professional Engineering Services for
East/West Roads
(Keller Springs and Airport Parkway)

Professional Services Agreement
(Jacobs Engineering Group Inc./Keller Springs/Airport Parkway)

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TOWN OF ADDISON EAST/WEST ROADS
KELLER SPRINGS ROAD AND AIRPORT PARKWAY
(ADDISON ROAD TO DALLAS PARKWAY)

EXHIBIT A1: DESCRIPTION OF THE PROJECT

The "Project" shall mean the Keller Springs Road and Airport Parkway Project (Addison Road to Dallas Parkway) also known as the TOWN of Addison Project. Reference to the "ENGINEER" shall mean Jacobs Engineering Group Inc., references to the "TOWN" shall mean the Town of Addison, Texas.

The work to be performed by the ENGINEER under this Contract shall consist of providing engineering, surveying and landscape architecture services required for the preparation of plans, specifications and cost opinions for the reconstruction of Keller Springs Road and Airport Parkway, from Addison Road to Dallas Parkway. It is anticipated that the reconstruction will begin at the east curb return of the Addison Road intersection and extend to the west curb return of the Dallas Parkway intersection. The reconstruction of the Addison Road or Dallas Parkway intersection is not included in the Project.

The scope of work to be performed under this Agreement shall generally consist of the following services:

- Concept studies and schematic plans
- Field surveying for design and easement/right-of-way (ROW) acquisition
- ROW/easement acquisition services
- Subsurface utility engineering
- Franchise Utility coordination
- Pavement design for full depth reconstruction
- Design for storm drainage improvements
- Design for water and sanitary sewer improvements and replacements
- Construction traffic control and sequencing
- Design for signalization improvements and replacements
- Signing and pavement markings improvements
- Design for median landscape improvements
- Design for pedestrian accessibility improvements including sidewalk, ramp and bus stop improvements
- Public outreach and coordination services
- Illumination design, details and coordination
- Independent Design Review

This project will be developed utilizing English units of measure and all final plans sheets will be half size (11"x 17"). The Project scope anticipates preparation of one (1) plan set including all proposed improvements from Addison Road to Dallas Parkway. It is also anticipated that the Project will be bid as a single project and not broken into more than one bid package.

EXHIBIT A2 - SCHEDULE
for the
TOWN OF ADDISON EAST/WEST ROADS



Keller Spring Road and Airport Parkway Project
(Addison Road to Dallas Parkway)

Prepared by Jacobs Engineering Group Inc.

11/22/2019

TASK	BEGIN DATE*	END DATE*	WORKING DAYS	TOTAL DAYS
Kickoff Meeting	Thursday, January 02, 2020	Thursday, January 02, 2020	1	1
Pre-Concept Plan Meeting	Prior to 1/30/2020		-	-
Concept Schematic Plans/DSR Submittal	Thursday, January 02, 2020	Tuesday, May 05, 2020	88	89
Concept Schematic Review Comments	Tuesday, May 05, 2020	Wednesday, May 27, 2020	16	105
Preliminary (60%) Plan Submittal	Wednesday, May 27, 2020	Tuesday, September 22, 2020	84	189
Preliminary Review Comments	Tuesday, September 22, 2020	Monday, October 19, 2020	19	208
Pre-Final (90%) Plan Submittal	Monday, October 19, 2020	Friday, December 18, 2020	44	252
Pre-Final Plan Review Comments	Friday, December 18, 2020	Friday, January 15, 2021	20	272
Final (100%) Plan Submittal	Friday, January 15, 2021	Thursday, March 04, 2021	34	306
Final Review Comments	Thursday, March 04, 2021	Monday, March 29, 2021	17	323
Construction Bid Plans Submittal	Monday, March 29, 2021	Tuesday, May 04, 2021	26	349
Bidding and Award of the Project	Tuesday, May 04, 2021	Tuesday, June 15, 2021	30	379

*Dates shown in schedule are contingent on Notice to Proceed (NTP). These could change based on delays in NTP.



TOWN OF ADDISON EAST/WEST ROADS
KELLER SPRINGS ROAD/AIRPORT PARKWAY
(ADDISON ROAD TO DALLAS PARKWAY)

EXHIBIT A3: BASIC ENGINEERING SERVICES

The scope of services is organized as follows:

GENERAL PROJECT INFORMATION

1. General Project Design Parameters and Criteria

ENGINEER shall be represented by a Professional Engineer licensed to practice in the State of Texas at meetings of any official nature concerning the Project, including but not limited to scope meetings, review meetings, pre-bid meetings, and pre-construction meetings, provided that the ENGINEER has reasonable advance notice of the meeting. All Engineering documents released, issued, or submitted by or for a registered Engineering firm, including preliminary documents, must clearly indicate the Engineering firm name and registration number. Additionally, all completed documents submitted for final approval or issuance of a permit must bear the seal with signature and date adjacent thereto of a Professional Engineer licensed to practice in the State of Texas associated with ENGINEER. The TOWN Design Standards to be used shall include the design criteria adopted by the TOWN as well as other design standards including the North Central Texas Council of Governments Standard Specifications for Public Works Construction, the TxDOT Roadway Design Manual and Bridge Design Guidelines, Highway Capacity Manual, the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets (Green Book), AASHTO LRFD Bridge Design Specifications, AASHTO Guide for the Development of Bicycle Facilities, Texas Manual on Uniform Traffic Control Devices (TMUTCD), ADA Accessibility Guidelines, and the Texas Pollutant Discharge Elimination System (TPDES) Guidelines as appropriate for the most cost effective design. The minimum drawing standards to be used for construction document preparation include but are not limited to the following:

- a. The Project shall follow the TOWN Design Standards, including latest revisions.

The Opinions of Probable Construction Costs (including land costs) shall be based on the current unit prices in Dallas County for similar work and include adjustments to reflect the ease or difficulty of constructing the Project. Estimated land costs should be included with the Probable Cost Opinions as a separate line item. Cost Opinions shall be updated and provided with the conceptual submittal, preliminary submittal, final submittal and prior to the bid plan submittal.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



2. Permitting Services

- a. ENGINEER shall be responsible for notifying the TOWN regarding any required permitting regulations imposed by any agency within the Project limits including the crossing of other ROW or easements with the Project limits.

At the TOWN's request the ENGINEER will prepare any necessary documentation, drawings, overlays, base maps, etc. required to receive said permit(s).

ENGINEER to provide for ADA plan review and inspections.

- b. ENGINEER may be required to work in conjunction with other agencies requiring permits. TOWN shall be notified and fully involved in the permitting process. Should any additional design or plans be required as part of a permit, this work will be considered an additional service and may require an amendment to ENGINEER's contract with the TOWN.

CONCEPT STUDIES AND PRELIMINARY ENGINEERING (TASK A)

The ENGINEER shall perform Preliminary Engineering for this project consisting of a Design Summary Report (DSR) and a concept schematic plan. The concept schematic shall conform to the previously completed TOWN Streets Bond Program Summary Report 2019, General Project Design Parameters, and Criteria as stated previously. Any design exceptions necessary for concept schematic approval shall be identified and a "request for design exception" shall be prepared and submitted to the TOWN.

The ENGINEER shall organize and facilitate one (1) planning meeting with TOWN staff and other stakeholders to discuss the vision for the Project prior to preparation of the concept schematic. The purpose of the pre-concept planning meeting will be to collect revitalization ideas, goals, and objectives for the Project.

The concept schematic shall include:

1. Data Collection and Review

The ENGINEER shall collect all pertinent project data from the TOWN including plans, as-builts, survey information and other reports. The ENGINEER shall review this data for use in design of the Project. The ENGINEER will use the Bond Program Summary Report 2019 to the maximum extent possible.

- a. Collect Utility Plans from Municipalities and Franchise Utility Owners

The ENGINEER shall collect all pertinent and readily available utility plans from municipalities and franchise/private utility owners who have utilities in the Project corridor.

2. Field Reconnaissance

The ENGINEER shall visit the Project site to record and photograph existing project conditions.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



3. Develop Design Summary Report

The ENGINEER shall apply appropriate design criteria and provide a Design Summary Report for the Project and will submit to the TOWN for review and approval. The ENGINEER shall use the design criteria to identify the maximum and minimum values for all design elements and will identify the value preferred.

4. Concept Schematic

The ENGINEER shall develop a concept schematic for the project that will be used to coordinate improvements within the Project corridor. The schematic will be prepared at a scale of 1" = 100' or smaller scale (i.e. 1" =50') and shall include the following:

a. Geometric Layout, Plan Schematic

Using a combination of the design survey, existing aerial photography, general property research, utility research, site visits and the ENGINEER's experience, prepare a concept schematic depicting the proposed improvements for the project. The design elements to be shown will include the following:

- Available aerial imaging from NCTCOG or other compatible sources,
- Property ownership,
- Recommendations for ROW acquisition,
- Control data,
- Horizontal alignment,
- Centerline curve data,
- Lane configuration options and recommendations,
- Signal improvements,
- Construction limits,
- Major culverts and drainage outfalls,
- Water and sanitary sewer considerations,
- Easements,
- Existing topography,
- Existing and proposed right of way,
- Utility information compiled from research, survey, and SUE,
- Proposed utility improvement identification,
- Existing ground profile and proposed vertical alignment,
- Include cross street centerline and profile (6 total intersections anticipated), and
- Conceptual quantity take-offs and cost.

b. Preliminary Typical Sections

Prepare preliminary typical sections, which represent both the existing and proposed conditions. The typical sections shall incorporate the proposed pavement design. Typical sections shall include representations of the various conditions proposed, such as slopes, number of lanes, retaining wall locations (if applicable), shoulder widths, clear zones, border width, and right-of-way width. This list is not all inclusive, and other information shall be added as needed to clarify the intent and purpose of the typical section.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



c. Preliminary Design Cross Sections

In conjunction with the concept schematic, preliminary design cross sections will be developed for critical locations within the Project where constraints or grade issues may impact the preliminary typical sections. Each pavement layer and undercut, if any, will be shown together with the right of way limits, side slopes, pavement cross slopes, curbs, and any existing or proposed retaining walls.

5. Right of Way (ROW) Determination

Based on the concept schematic and design cross sections, the ENGINEER shall identify locations where additional right-of-way may be required. These locations and limits shall be depicted on the design schematic. The ENGINEER shall provide the TOWN a Right-of-Way map as soon as possible so the process of acquiring easements or ROW and be initiated if necessary.

6. Design Concept Review Meeting

The ENGINEER shall attend up to two (2) Design Concept Review Meetings to review the Concept submittals and to finalize the DSR and final Concept Plans and obtain consensus for the direction of the project. The ENGINEER shall not proceed with the Preliminary Engineering plans until the DSR and Concept Plans have been approved in writing by the TOWN.

7. Geotechnical and Materials Testing Services

ENGINEER shall submit a recommendation for the Project's geotechnical investigations to the TOWN. The TOWN will engage a Geotechnical Firm under a separate contract. ENGINEER shall coordinate with the TOWN's geotechnical consultant during the design phase to incorporate the geotechnical results and recommendations into the design of the Project including surveying of the bore locations. ENGINEER shall include the geotechnical test results, borings, and recommendations in the Project specifications.

PUBLIC INVOLVEMENT (TASK B)

1. Public Meetings and Information

As directed by the TOWN, ENGINEER shall prepare necessary materials for use by the TOWN at up to two (2) public meetings. The ENGINEER may need to attend public meetings, including TOWN meetings, Council Meetings, etc. All contact with citizens shall be in a courteous and honest manner. All contacts with citizens shall be documented and provided to TOWN as soon as practical after the contact has been made. If necessary, ENGINEER shall discuss the issues raised by citizens with TOWN for a determination of how the issue should be addressed.

2. Public Outreach Media

The ENGINEER shall work with the TOWN to develop various formats and media options for interaction and notifications to the Public concerning the Project's status. The TOWN shall be responsible for implementing and administering the public outreach program. The ENGINEER shall work with the TOWN to prepare and provide the various materials (e.g. exhibits, schedules, updates) to be included in the outreach program.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



3. Project Newsletters Support

The ENGINEER shall provide the TOWN with supporting documentation including but not limited to: renderings, exhibits, schedules, progress narratives, up to eight (8) newsletters during the design process. Labels, postage and distribution will be furnished by the TOWN.

4. Reimbursable Costs

Reimbursable costs, such as color prints, renderings, copies, mail outs, etc. will be billed at cost.

5. Coordination with Stakeholders

a. Throughout the design process, the ENGINEER shall assist the TOWN in coordinating with the various Project stakeholders. These include but are not limited to:

- City of Dallas,
- Franchise utility companies (e.g. Oncor, AT&T, Atmos, etc.), and
- Addison Airport, NTTA, DART.

The ENGINEER will attend up to six (6) meetings with Project stakeholders.

b. The ENGINEER will assist, when necessary, with describing design and Engineering requirements for the project at stakeholder meetings, TOWN coordination meetings and public meetings.

c. The TOWN will be the principal contact for public and private inquiries regarding the project. The ENGINEER may be called upon to support the TOWN in responding to inquiries or researching/investigating questions or input from stakeholders.

UTILITY COORDINATION AND SUE (TASK C)

1. Ownership Data

The ENGINEER shall provide the TOWN with PDF's, CAD File(s), and Excel spreadsheet showing current ownership, address and volume and page to owners' deeds along entire project. Ownership will be based on Dallas County Appraisal District Records.

2. Utility Coordination

The ENGINEER shall coordinate and attend up to six (6) utility coordination meetings with the TOWN and the franchise utility companies. Utility coordination shall include the identification of utility conflicts, coordination, compliance with any applicable utility accommodation rules, and resolution of utility conflicts. The ENGINEER shall coordinate all activities with the TOWN, or their designee, to facilitate the orderly progress and timely completion of the Project's design.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



3. Contact Local Utility Companies

ENGINEER shall coordinate with the utility companies throughout the Design Phase. Unless directed otherwise, the TOWN shall be present at all meetings with the Utility companies. ENGINEER shall deliver to each of the Utility Companies, a CD with pdf and electronic files (or other submittal requirements as dictated by the Utility Company) of each Project Submittal for their review and comments. (Including but not limited to the following Utility providers: Oncor Electric [aerial, major/minor underground & transmission], Atmos (Gas) and Telecommunication [AT&T {local, Metro, and long distance}, CATV], Pipelines, etc.)

Utility coordination shall include preparation of a utility conflict log to be submitted as required with each plan development milestone phase.

- a. ENGINEER shall compile, maintain, and update a Utility Conflict Log to include phone logs and all correspondence with all utility owners. Provide the most current copy of the conflict list to the TOWN at each milestone submittal, and coordinate with utility companies to resolve conflicts. The Utility Conflict Log should include the following information:
 - Owner of the facility, including the facility address and the name and telephone number of the contact person at the facility,
 - Type of facility,
 - Type and location of conflict, identified by station and offset,
 - Expected clearance date,
 - Status,
 - Effect on construction,
 - Type of adjustment required,
 - Expected clearance date (if applicable).
- b. ENGINEER shall create an existing utility exhibit clearly reflecting existing utility locations, type of facility, and potential conflicts.

4. Subsurface Utility Engineering (SUE)

SUE including utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as follows.

ENGINEER shall submit a recommendation for the Levels A or B of Subsurface Utility Engineering Services for the Project and receive approval from the TOWN prior to commencing said work. Work shall conform to the Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02. This standard defines the following Quality Levels:

a. Quality Level A:

Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



b. Quality Level B:

Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

c. Quality Level C:

Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D information.

d. Quality Level D:

Information derived from existing records or oral recollections.

The ENGINEER shall show the SUE information in the design and construction drawings. (Level of investigation will be determined based on Project requirements and proposed construction activities).

- 4.1 Locating- Level A: Based on initial site investigations and research, ENGINEER anticipates performing up to 10 test holes for the Project. ENGINEER will dig an approximately 12" x 12" test hole, record the depth, take a digital picture of the identified utility and the tape measurement between the utility and the top of the ground, backfill and compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the location of the test hole. Below is the rate table for Level A if directed by the TOWN beyond the 10 test holes:

Level A (Location, Test Holes). Includes labor and equipment for vacuum excavation, engineering, surveying and CADD.		
0-5 ft	each	\$1,100.00
> 5 to 8 ft	each	\$1,350.00
> 8 to 13 ft	each	\$1,750.00
> 13 to 20 ft.	each	\$2,225.00
> 20 ft.	per vertical foot	\$150.00

- 4.2 Designating- Level B: Based on initial site investigations and research, ENGINEER anticipates designating up to 40,575 linear feet of utilities, if tonable and/or accessible, in support of the proposed utility designs using geophysical prospecting equipment and reference to established survey control. Designating (Quality Level B) Services are inclusive of Quality levels C and D.
- 4.3 Investigate, observe and annotate survey of existing utilities as located and marked by Quality Level "C" Subsurface Utility Engineering (SUE) for visible above ground utility features that are correlated to existing utility records. The

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



Level will be performed per the standard of care guideline, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02.

- 4.4 SUE Field Manager/Professional Engineer: A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, sealing the final deliverables and coordination with the project team.
- 4.5 Traffic Control: ENGINEER will provide traffic control for the proposed SUE efforts. Traffic control will primarily consist of cones and signage. However, at locations where it is necessary to work within the paving limits of Keller Springs and Addison Parkway or an adjacent side street, ENGINEER will coordinate with the TOWN for any necessary temporary lane closures. Appropriate lane closure traffic control facilities will be provided such as flag person(s), arrow board(s) and changeable message board(s), etc. ENGINEER will use standard Texas Manual on Uniform Traffic Control Devices (TMUTCD) traffic control details.
- 4.6 SUE Deliverables: The ENGINEER shall provide the following:
 - a. Two (2) signed and sealed sets of 11" x 17" colored drawings depicting all utility information collected.
 - b. Two (2) sets of 8.5" x 11" copies of ENGINEER test hole data forms, signed and sealed by a Professional engineer depicting the utility information collected.
 - c. Two (2) COs containing electronic Microstation (DGN) or CAD (DWG) files in US feet (20) format, .pdf format, and scanned record information in .pdf format if received from each utility.

Franchise Utility Adjustment Design. It is anticipated that efforts and work related to the design of the actual franchise utility relocations shall be performed by the utility companies or under a separate agreement. The ENGINEER shall provide utility coordination as described in Items 1, 2, and 3 above.

PROJECT MANAGEMENT (TASK D)

1. Project Management

Provide general administration for the contracted work, including internal staffing and task assignments.

2. Project Initiation

Prior to kick-off meeting, the ENGINEER shall designate, in writing, one Professional ENGINEER licensed to practice in the State of Texas to be the Project Manager throughout the duration of the project for project management and all communications, including billing, with the TOWN and Program Manager.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



The ENGINEER shall not replace the designated Project Manager without the written approval of the TOWN.

3. Quality Control/Quality Assurance Plan

The ENGINEER shall submit a Quality Assurance/Quality Control Plan within fourteen calendar days after the kick-off meeting for review and approval. The QA/QC Plan should include, as a minimum, the following:

- Project description, location, limits and minimum design criteria,
- Project deliverables and schedules,
- Organization chart showing responsibilities for design services and for quality control checks, which shall be conducted by an independent person qualified in the specific area of review,
- Communications/coordination plan outlining the protocol for all communications related to the project,
- Format and schedule for checking design reports, calculations, plans, and specifications for accuracy and completeness. The plan should make provisions for review of reports, plans, specifications, and estimates provided by sub-ENGINEERS. The ENGINEER shall ensure that sub-ENGINEER work is in accordance with their approved scope,
- Format and procedure for documenting all issues, design directions, design decisions, review comments, and review comment responses,
- Format and procedures for certifying that all of the requirements of the QA/QC plan have been met and that all comments and issues have been resolved to the satisfaction of the reviewer, and
- Submit QA/QC documentation with all milestone plan submittals.

4. Project Schedule, Invoice, Progress Reports, and Progress Meetings

a. Project Schedule- The ENGINEER shall submit a Project schedule for TOWN approval within 14 calendar days after the kickoff meeting. The following minimum activities shall be included in the project schedule. The TOWN shall provide durations for review times.

- Kickoff Meeting,
- Pre-Concept Plan Meeting,
- Concept Schematic Plans and DSR Submittal,
- Concept Schematic Review Comments,
- Preliminary (60%) Plan Submittal,
- Preliminary Review Comments,
- Pre-Final (90%) Plan Submittal,
- Pre-Final Plan Review Comments,
- Final (100%) Plan Submittal,
- Final Review Comments,
- Construction Bid Plans Submittal,
- Bidding and Award of the Project.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



- b. Invoice Submittals- The ENGINEER shall submit its invoices of services completed and compensation due, arranged by tasks. The invoice submittal shall be submitted to the TOWN's Project Manager monthly and include the following:
- Invoice- The budgeted and currently authorized amounts for each task, along with the invoiced and to-date amounts on the provided Project invoice forms,
 - Project Schedule Updates- An updated Project Schedule and related Documents,
 - Progress Reports- A monthly report of the status of work performed through the end of the month. The ENGINEER shall summarize decisions or agreements made and shall outline unresolved or pending issues requiring the TOWN's involvement or decision on the provided Project template.
- c. Meetings- The ENGINEER shall meet with the TOWN's Representative and shall prepare an agenda and sign-in sheet. The agenda must be submitted 24-hours before the meeting. The ENGINEER shall prepare and distribute meeting minutes within three (3) working days of a meeting. The following is a summary of the meetings anticipated for the Project
- Kickoff meeting,
 - Planning meeting with Town staff,
 - Design concept schematic plan review meeting (2),
 - Public meeting (2),
 - Stakeholder meeting (6),
 - Utility coordination meeting (6),
 - Preliminary plan review meeting,
 - Final plan review meeting,
 - Miscellaneous design coordination meeting (4).

FIELD SURVEYING (TASK E)

ENGINEER shall obtain the services of a Professional Land Surveyor to perform field surveys. All surveys shall comply with the latest revision of the Professional Land Surveying Practice Act of the State of Texas and shall be accomplished under the direct supervision of a currently licensed State of Texas Professional Land Surveyor. Survey services should include, but not be limited to the following:

- Using Dallas County Appraisal District and Dallas County Clerk websites, ENGINEER shall gather ownership and deed information for base drawing,
- Prepare Right-of-Entry agreements to adjacent landowners- ENGINEER to provide draft agreement and owner list, TOWN to send and secure permissions to survey and other investigations (SUE and Geotechnical),
- Research existing plats, Right-of-Way maps, deeds and survey for fence corners, monuments, iron pins, etc., within the existing Right-of-Way and analyze to establish apparent existing Right-of-Way. Apparent ROW is defined as the existing Right-of-Way with a plus/minus 1-foot tolerance. The preliminary base map will display the apparent Right-of-Way along with Dallas County Appraisal District records of lot or property lines, land ownership and addresses as publicly available,
- The ENGINEER shall prepare a ROW map, prepared by a Texas RPLS, depicting Ownership Data gathered, existing ROW, and proposed ROW information. ROW information provided (both existing and proposed) must be of sufficient detail for the TOWN to make decisions regarding any proposed acquisitions,

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



- Research and establish tract boundaries by field survey, calculations and adjustments and needed to create property line CADD file,
- Survey for design and topographic mapping to create a TOPO base map CADD file,
- Prepare a final design and topographic drawing in digital format showing visible features located in the field, an ASCII coordinate file of all points located in the field and a hard copy of the coordinates and feature descriptions (Work Notes and Sketches). Provide cross sections of the existing roadway with shots being taken at the ROW, back of curb, edge of shoulder, gutter, back of curb, and centerline. Provide structure details of all cross culverts and downstream channel cross sections. Locate visible existing features within the project limits, including but not limited to, manholes, water valves, concrete, fences and other utilities,
- Prepare a Survey Control Map including but not limited to illustrating in graphical format the Rights-of-Way, proposed Permanent and Temporary Easements, project control line including all points of inflection, permanent and temporary Horizontal Control and Vertical Control Bench Marks (3-point tie details), coordinates of all horizontal/vertical control points and any other relevant data necessary to provide field parameters for construction. Survey Control Map shall be signed and sealed by the Professional Land Surveyor responsible for the survey. Survey Control Map shall become part of the final construction documents,
- Prepare metes and bounds for any proposed easements or right-of-ways, signed and sealed by an RPLS. The anticipated number of easements or right-of-way documents for the roadway and utility improvements is twelve (12). Keller Springs Road from East of Addison Road to west of Dallas Parkway will likely require the acquisition of approximately six (6) right-of-way and/or easements from the property owners adjacent to Keller Springs Road. Addison Parkway from East of Addison Road to west of Dallas Parkway will likely require the acquisition of approximately six (6) right-of-way and/or easements from the property owners adjacent to Addison Parkway,
- Easement and Right-of-Way Acquisition Services (See TASK Q).

ROADWAY DESIGN (TASK F)

The ENGINEER will use the TOWN Streets Bond Program Summary Report 2019 as a reference for design of the facilities.

Roadway design for this project shall include the full depth reconstruction and widening of approximately 2,400 feet of Keller Springs Road (existing 4-lane undivided minor arterial), and approximately 2,300 feet of Airport Parkway Road (existing 2-lane undivided commercial collector) including medians, sidewalks, driveways and street intersections.

The western design limit for the Keller Springs will be the east curb return of the Addison Road intersection with Keller Springs Road. The eastern design limit will be the west curb return of the Keller Springs intersection with Dallas Parkway. In addition, the design will **not** include the area between the western and eastern curb returns for the Keller Springs/Addison Road intersection or beyond the western curb return at Dallas Parkway, with the exception of necessary tie-ins.

The western design limit for the Addison Parkway will be the east curb return of the Addison Road intersection with Addison Parkway. The eastern design limit will be the west curb return of the Addison Parkway intersection with Dallas Parkway. In addition, the design will **not** include the area between the western and eastern curb returns for the Addison Parkway/Addison Road intersection or beyond the western curb return at Dallas Parkway, with the exception of necessary tie-ins.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



The Keller Springs street and driveway intersections include the following:

- Ledgemont Lane,
- Quorum Drive,
- Mary Kay Way,
- 15 (approximate) driveways.

The Addison Parkway street and driveway intersections include the following:

- Quorum Drive,
- Meridian Lane,
- Spectrum Drive,
- 12 (approximate) driveways.

It is assumed that the sidewalk improvements will consist of fully reconstructing sidewalks along both roadway facilities. Where possible, the ENGINEER will construct sidewalks to a minimum width of 6 feet for Keller Springs and 8 feet for Addison Parkway.

It is anticipated that the roadways will be reconstructed and widened to generally conform to the typical sections in the previously mentioned Bond Summary Report (e.g. number of through lanes, turn lanes, median breaks, etc.). A traffic study is not included in the ENGINEER's scope of services. The TOWN will provide the ENGINEER with any traffic study recommendations during the conceptual design phase of the Project so the recommendations can be incorporated into the concept plans and the DSR.

Specific design elements for both facilities are further outlined as follows:

2. Finalize Design Elements

a. Finalize Vertical & Horizontal Alignments

The ENGINEER shall base design on the approved concept schematic, finalize horizontal, vertical, and cross-sectional design elements for all roadways. All design shall be American Disabilities Act Accessibility Guidelines and Texas Accessibility Standards (ADAAG/TAS) compliant, as applicable.

b. Traffic, Intersection, and Access Management Design

Utilizing information provided by the TOWN or its traffic consultant, determine and develop proposed traffic element modifications such as turn lane limits and locations, median opening locations, driveway geometries, and intersection geometries.

c. Typical Sections

Develop final proposed typical sections for all roadways. Typical sections shall include representations of the various proposed conditions, such as pavement materials and thickness, cross-slopes, side slopes, number of lanes, lane widths, retaining wall locations, shoulder widths, clear zones, border width, sidewalk locations, and right-of-way width. This list is not all-inclusive, and other information shall be added as needed to clarify the intent and purpose of the typical sections.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



d. Driveway Profiles / Cross Sections

Analyze all driveways within the project and develop driveway profiles as needed to ensure that driveways function as intended. (For example, residential driveways will be designed to accommodate passenger cars, commercial driveways will be designed to accommodate trucks). Delineate the limits of construction outside of the right-of-way as needed to secure an adequate driveway profile. Driveways shall be ADAAG/TAS compliant, as applicable.

e. Side Road Profiles

Develop profiles for each side street and analyze each for accessibility to trucks and buses. Delineate the limits of construction necessary to develop a suitable profile.

f. Intersection Layouts

Develop plan layouts for each side street and analyze each for positive drainage while identifying proposed elevations along each radius return to ensure acceptable intersection design.

3. Plan Development

a. Develop Final Typical Section Sheets

Prepare typical section sheets showing the existing typical section(s) and proposed typical section sections for all roadways

b. Prepare Control Data Sheets

Prepare a set of control data sheets listing horizontal and vertical control information. Coordinates, stations, and elevations of key alignment features and benchmarks shall be noted.

c. Plan and Profile Sheets

Using the approved preliminary geometric layout as the base drawing, prepare plan-profile sheets for each roadway at 1" = 50' (or smaller scale) horizontal scale and 1" = 10' vertical scale (or smaller) on 11" x 17" plan sheets, unless otherwise directed.

d. Roadway Cross-Sections

Provide design cross-sections that are annotated at all break points and are produced at a 1" = 10', 1" = 20' or other scale as directed, on 11" x 17" plan sheets or roll plots as directed. Original ground line, design subgrade line and finished grade line shall be shown. Provide three cross-section reports, one at the original ground line, one at the design subgrade line, and one at the finished grade line.

e. Cross Street Plan & Profiles

The ENGINEER shall develop cross street profiles using the same criteria as roadway plan & profiles.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



f. Summary of Roadway Quantities

Compute quantities and summarize in the plans and prepare a bid item list and estimated prices for all roadway-related facilities.

g. Assemble Applicable Standards

Identify and acquire all applicable standards. Modify standards as needed. Plot sheets and incorporate into the plans.

DRAINAGE (TASK G)

The drainage analysis and design for the Project shall be in accordance with the TOWN's Drainage Criteria Manual and Drainage Master Plan and shall include an analysis of the existing and proposed drainage within the Project limits, and design of drainage improvement plans as necessary for compliance with current TOWN standards.

1. Preliminary Drainage Design

a. Drainage Area Mapping

Delineate drainage area boundaries based on United States Geological Survey (USGS), or other suitable topographic maps (if available). Compare watershed boundaries and limits to information found in the TOWN's latest Drainage Study, if available.

b. Calculate Discharges

Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients and Soil Conservation Service (SCS) curve numbers and other factors as required to determine frequency-discharge relationships using hydrologic models.

c. Develop HEC-RAS Model of Channels

Develop water surface profiles for the existing creek crossings. Determine profiles for design conditions and Federal Emergency Management Agency (FEMA) control conditions, including relevant conveyance features, (channels, culverts, slab bridges, encroachments) using HEC-RAS, HEC-2, or other models as approved by the TOWN. The task is intended to support drainage infrastructure designs and will be completed using means and methods that comply with FEMA standards. NOTE: FEMA Mapping is not included with this task.

d. Hydraulic Summary Report

Prepare a hydraulic summary report for the purpose of obtaining a floodplain development permit's (FDP) from the Town of Addison. The report will summarize analysis means, methods, and results, and will contain sufficient data, tables, exhibits, etc. necessary to support the FDP requests. ENGINEER shall submit necessary permit applications to Town of Addison required for the FDP.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



e. Recommended Drainage Improvement

Based on the model results and the TOWN's drainage criteria, provide recommendations for drainage improvements to be associated with the Project.

f. Identify Easement Requirements

The ENGINEER shall identify any required drainage easements needed to accommodate the recommended drainage improvements facilities.

g. Preliminary drainage analysis

Information will be compiled along with the recommended improvements and will be submitted to the TOWN with the Design Summary Report for review and approval.

2. Final Drainage Design

a. Sub Area Mapping and Inlet Sizing (Storm CAD or other approved method)

Subdivide the overall drainage areas into sub-areas and calculate the discharge directed to each proposed inlet. Analyze inlet capacities and adjust inlet locations and sub-areas as needed to obtain acceptable water spread widths within the roadway. Prepare a drainage area map identifying all sub-areas.

b. Storm Sewer Sizing (StormCAD or other approved method)

Size a network of storm sewers to collect inlet flows and route the discharge to the outfall locations selected in the alternative development stage. Prepare hydraulic data sheets for inclusion in the plans.

c. Culvert Sizing (HEC-RAS or other approved method)

Size each cross culvert to pass the appropriate design-year storm without exceeding allowable headwater elevations. The TOWN's latest Drainage Study Report will be used to establish design controls. Applicable FEMA criteria will also be satisfied. Prepare hydraulic data sheets for inclusion in the plans.

d. Storm Sewer Plan and Profile

Prepare storm sewer plan and profile sheets depicting storm sewer, inlets and manholes necessary to drain the facility and convey the runoff to the designated discharge points. The storm sewer plan profiles will be consistent with the hydraulic computations developed using StormCAD or other approved method, and the TOWN's latest Drainage Study Report. Inlets, manholes and junctions will be in accordance with District standard details. Prepare layouts at 1" = 50' (or smaller scale) horizontal and 1" = 10' vertical (or smaller) on 11"x17" plan sheets unless otherwise directed.

e. Culvert Layouts

Prepare culvert crossing layout sheets for each cross-drainage structure in accordance with applicable standard details, the TxDOT Hydraulic Manual, and the hydraulic computations developed utilizing HEC-RAS other approved method.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



Prepare layouts at 1" =50' (or smaller scale) horizontal and 1" = 10' (or smaller) vertical on 11"x17" plan sheets unless otherwise directed.

f. Bridge Classification Culvert

The ENGINEER shall provide design calculations, layout sheets, structural details, quantities, and estimates for the culverts of sufficient size to be classified as a bridge. No bridge class culverts are anticipated for the Project.

g. FEMA Coordination (Excluded)

h. Special Inlet Details

Prepare custom details to clarify construction details of non-standard inlets, if needed.

i. Outfall Structure Details

Provide plan sheets and details to construct storm sewer outfalls in the existing downstream channels.

j. Channel and Easement Grading

Determine outfall-grading requirements and provide plans, details, and quantities to shape the outfall channel and stabilize the channel with slope protection or vegetation.

k. Miscellaneous Drainage Details

Prepare any and all necessary plan details necessary to clarify the construction requirements of the drainage facilities.

l. Hydraulic Data Sheets

Update Hydraulic Data Sheets to reflect the culvert designs.

m. Summary of Drainage Quantities

Compute quantities and summarize in the plans and prepare a bid item list and estimated prices for all drainage facilities.

n. Assemble Applicable Standards

Identify and acquire all applicable standards. Modify standards as needed. Plot sheets and incorporate into the plans.

SIGNING, MARKINGS, AND SIGNALIZATION (TASK H)

1. Prepare Base Mapping

The ENGINEER shall prepare Base Mapping to be used by all ENGINEERS on the project.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



2. Signing & Pavement Marking Layouts

Prepare signing and pavement marking layouts (1"=50' or smaller scale) in accordance with applicable design standards, and the TMUTCD. These layouts will depict signage, pavement marking, and delineator type on the same plan sheet.

3. Pavement Marking Details

Prepare any and all details necessary to clarify the construction requirements of the pavement marking plans.

4. Prepare Small Sign Details

Prepare small sign detail sheets for non-standard conditions. This sheet is intended to show the overall dimensions of the signs by determining letter size and spacing. Details will not be to scale.

5. Prepare Summary of Pavement Markings

Compute quantities and summarize in the plans and prepare a bid item list and estimated prices for all pavement markings.

6. Prepare Small Sign Summary

Determine the mounting requirements for each sign or sign cluster based on TMUTCD and/or other applicable standards. Provide a summary of all the signs together with totals for each mount type.

7. Signal Layouts and Design

a. Permanent Signal Design

The Engineer shall prepare permanent traffic signal modification plans for the proposed signalized intersections to be modified along Keller Springs and Addison Parkway at Quorum Drive. Specific design elements include the following:

Keller Spring Road at Quorum Drive

- replacement of the northbound, eastbound, southbound and westbound signal mast arm structures,
- replace existing signal cabinet from current location,
- remove existing cabinet foundation,
- integration of flashing yellow arrow operations,
- address ADA compliance due to signal improvements, and
- evaluate existing wiring and replace as necessary.

Addison Parkway at Quorum Drive

- replacement of the northbound, eastbound, southbound and westbound signal mast arm structures,
- replace existing signal cabinet from current location,
- remove existing cabinet foundation,
- integration of flashing yellow arrow operations.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



- address ADA compliance due to signal improvements, and
- evaluate existing wiring and replace as necessary.

It is assumed that the plan set for this contract will contain a quantity summary sheet; existing conditions layout (per intersection); two layout sheets (per intersection) showing traffic signal and signing/pavement marking improvements with the appropriate conduit/cable schedule, signal sequence chart, detector assignment chart, signal cable termination chart; traffic signal foundation and hardware detail sheets; and TxDOT standard sheets and in accordance with TOWN or specifications and standards.

The ENGINEER shall coordinate removal of conflicts with existing aerial and underground utilities and the permanent and/or temporary signals with the TOWN.

b. Project Meetings

At the outset of the project, the ENGINEER will prepare for and attend one kick-off meeting to discuss the TOWN project requirements and any special design or coordination needs.

After the preliminary submittal, the ENGINEER will prepare for and attend one meeting with Town staff to receive comments.

c. Base Map and Specifications Assembly

The ENGINEER will assemble applicable design standards and specifications from the TOWN.

Using plans of existing or proposed utilities, the ENGINEER will verify the location of above-ground utilities and show the location of underground utilities as indicated on the plans. If utility plans cannot be furnished by the TOWN, the ENGINEER will coordinate with the TOWN to conduct a locate using DIG TESS or Texas811.

Using plans of the existing or proposed intersection improvements, the ENGINEER will prepare a base map of existing roadway geometry and traffic control devices. This base map will be developed in an 11"x 17" format.

d. The ENGINEER shall prepare an Existing Condition Layout for Signalized Intersections.

e. The ENGINEER shall prepare Signal Layout Plan Sheets, which are to include

- Existing Traffic Control
- Existing Utilities
- Proposed Roadway Improvements
- Proposed Installation
- Proposed Additional Traffic Control
- Proposed illumination attached to signal poles

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



- f. The ENGINEER shall prepare Elevation Sheets.
- g. The ENGINEER shall prepare Electrical Schedules for improvements.
- h. The ENGINEER shall prepare Signal Detail Sheets which will include:
 - Signal Poles
 - Ground Boxes
 - Wiring Diagrams
 - Conduit and Conductor Tables
 - Detectors
 - Concrete Foundations
 - Vehicle and Pedestrian Signal Head Mounting Details
 - Phasing Sheet
 - ADA Improvements
 - Work Area Protection
- i. The ENGINEER shall prepare traffic signal general notes and basis of estimate.
- j. The ENGINEER shall prepare the summary of signal quantities.
- k. The ENGINEER shall develop signal standards including foundation standards.

The ENGINEER shall coordinate electric service with the appropriate utility for permanent signal installation. The permanent signal plans will show the power source and the corresponding conduit runs.

8. Temporary Signal Design

- a. The ENGINEER shall prepare temporary traffic signal plans to match proposed construction sequencing plans for the proposed signalized intersections. It is assumed that 3 phases will be required at each intersection. These plans will illustrate the layout of the proposed signals and associated small signs attached to signal mast arms or span wires, phasing diagrams and details.
- b. The ENGINEER will prepare a summary of temporary signal quantities.

MISCELLANEOUS PLAN DEVELOPMENT (TASK I)

The ENGINEER shall develop the following for inclusion into the plans:

- Project Title Sheet
- Index of Sheets
- General Notes Sheets
- Project Layout Sheets
- Easement and ROW Layout Sheets
- Subsurface Utility Engineering Sheets
- Horizontal and Vertical Survey Control Sheets
- Horizontal Alignment Data Sheets
- Typical Sections
- Removal Plan
- Miscellaneous Layouts or Detail Sheets (if applicable)

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



TRAFFIC CONTROL AND SEQUENCING (TASK J)

1. Develop Sequence of Construction

The ENGINEER shall develop a sequence of construction narrative for the proposed improvements.

2. Traffic Control Layouts

Prepare layouts (1" =100' or smaller scale) showing construction area for each phase of construction. It is anticipated that the Project's construction contractor will be responsible for preparing the detailed traffic control plans for the Project. Those plans will conform to the ENGINEER's traffic control and sequencing plans and will be developed in accordance with TMUTCD standards and sealed by an Engineer licensed in the State of Texas.

3. TCP Quantities Summary Sheet

The ENGINEER shall develop TCP Quantity Summary Sheets.

ILLUMINATION (TASK K)

1. Evaluate Existing and Proposed Pole Locations

- a. Evaluate existing pole locations and spacing.
- b. Confirm Town's preferred pole type and height along with spacing requirements
- c. Perform illumination calculations to verify luminaire spacing.

2. Meet with the TOWN to review and finalize pole spacing and layout preferences.

3. Prepare Illumination Plans and Specifications

- Prepare illumination pole layout sheets. Set pole locations to avoid conflicts with existing and proposed improvements.
- Prepare conduit plans.
- Prepare pole foundation plans and details.
- Determine wiring requirements, calculate voltage drops, and define circuits.
- Develop wiring summary tables.
- Coordinate with power company regarding power needs.
- Prepare specifications and miscellaneous details.
- Develop a summary of illumination quantities.
- Prepare bid plans and contract documents.

ENVIRONMENTAL AND STORM WATER POLLUTION PREVENTION PLANS (TASK L)

1. Preparation of a Storm Water Pollution Prevention Plan (SW3P)

Prepare SW3P data sheet in accordance with TOWN requirements and in accordance with TCEQ Texas Pollutant Discharge Elimination System permit TXR150000.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



2. Erosion Control Plan

Prepare erosion control layout sheets (1"= 100' or smaller scale on 11" x 17" plan sheets) showing all necessary erosion control devices such as: seeding (temporary and permanent), sodding, sediment control fences, rock filter dams, soil retention blankets, riprap slope protection and other devices as required. Erosion control plan shall be coordinated with the Traffic Control Plan and Sequence of Work.

3. Miscellaneous SW3P and Erosion Control Details

Prepare miscellaneous plan details necessary to clarify the requirements of the storm water pollution prevention plans.

WATER & WASTEWATER IMPROVEMENTS (TASK M)

It is assumed that all the Town's water and wastewater lines within the pavement limits of Keller Springs Road and Addison Parkway or within close proximity to the existing back of curb will be replaced as part of this roadway project. This assumption encompasses approximately 5,700 LF of water line ranging from 8" diameter to 16" diameter. Also included is approximately 3,500 LF of wastewater line ranging in size from 8" diameter to 10" diameter. The design of the replacement lines shall be in accordance with the Town's criteria as well as the requirements of TCEQ (i.e. TAC Title 30, Chapters 217 and 290). The water and wastewater improvements shall include the following:

1. Overall project water layout sheets

The water layout sheet shall identify the proposed water main improvement/existing water mains in the vicinity and all water appurtenances along with pressure plane boundaries, valves, and fire hydrants.

2. Overall project sewer layout sheets

The sewer layout sheet shall identify the proposed sewer main improvement/ existing sewer mains in the vicinity and all sewer appurtenances

3. Coordinates on all P.C.'s, P.T.'s, P.I.'s, manholes, valves, mainline fittings, etc., in the same coordinate system as the Control Points.

4. Bearings will be given on all proposed centerlines, or baselines.

5. Water Plan and Profile sheets which show the following:

- proposed water plan/profile and recommended pipe size
- fire hydrants
- water service lines and meter boxes
- gate valves and isolation valves
- existing meter and sizes
- existing fire line locations
- existing utilities and utility easements
- legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



6. Sewer Plan and profile sheets which show the following:

- proposed sewer plan/profile and recommended pipe size
- manhole locations
- existing service lines
- existing utilities and utility easements
- legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.

7. Water and Wastewater Services

The ENGINEER shall make provisions for reconnecting all identifiable water and/or wastewater service lines which connect directly to any main being replaced, including replacement of existing service lines within TOWN right-of-way or utility easement. When the existing alignment of a water and sanitary sewer main or lateral is changed, provisions will be made in the final plans and/or specifications by the ENGINEER to relocate all service lines which are connected to the existing main and connect said service lines to the relocated main.

8. Special Details

The ENGINEER will prepare special details for water and sewer line installation and/or replacement that are not already included in the TOWN's standard details. These may include connection details between various parts of the project, tunneling details, boring and jacking details, relocations, details unique to the construction of the project, trenchless details, and special service lateral reconnections.

LANDSCAPE AND AESTHETIC IMPROVEMENTS (TASK N)

Provide landscape architecture and design services for the preparation of plans and specifications for the reconstruction of the existing Keller Spring Road and Addison Parkway medians and parkways between Addison Road and Dallas Parkway. This effort involves improvements for approximately four (4) medians and two (2) parkways along Keller Springs Road and two (2) parkways along Addison Parkway. The scope of work for this task of the Project includes evaluation of existing median improvements, removal of existing landscaping features and design of new landscaping features and irrigation systems. In addition, ENGINEER will design improvements for approximately five (5) DART bus stops that exist along Keller Springs Road.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



1. Research and Data Collection

- a. Coordinate and confirm intent of median improvements with TOWN staff.
- b. Document existing conditions through photography.
- c. Confirm inventory and catalog existing plant material in medians.
- d. Gather project information using TOWN GIS, record documents, aerial photographs, plats or similar base map data resources.
- e. Research TOWN ordinances and criteria for the proposed median improvements, (e.g. sight line visibility requirements, and pedestrian-vehicle interactions).
- f. Identify existing landscape and irrigation improvements impacted by the proposed median improvements.
- g. Confirm the TOWN's intent for gateway monumentation, and incorporation into the overall streetscape design concept.

2. Conceptual Plans

- a. Prepare conceptual median schematic design based on Project intent of streetscape guidelines and electronic data collection (aerial topography and photography), to include planting, shrub massing, hardscape layout, walks & trails, street furnishings, and street lights.
- b. Prepare preliminary exhibit for utility coordination. Acknowledge foreseeable issues, opportunities, and constraints associated with median alignment.
- c. Identify potential median safety concerns and sight line visibility constraints.
- d. Acknowledge median landscape maintenance challenges.
- e. List preliminary details and notes as needed and related to the project.
- f. Prepare an Opinion of Probable Construction Costs.
- g. Submit Conceptual design documents for review and comment.
- h. Receive Staff comments to incorporate into the design documents.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



3. Preliminary Plans (60% drawings)

- a. Develop the median landscape design based on the Schematic Design and identified opportunities and constraints
- b. Develop preliminary specifications for the proposed improvements
- c. Evaluate median-safety concerns and sight line visibility constraints
- d. Evaluate median landscape maintenance challenges
- e. Coordinate the proposed median landscape with utility jurisdictions and TOWN
- f. Update Opinion of Probable Construction Costs
- g. Submit Preliminary Plan documents for review and comment
- h. Receive Staff comments to incorporate into Design Development documents

4. Final Plans (90% and 100% drawings)

- a. Prepare specifications for the proposed improvements
- b. Prepare plan set documents to include:
 - Hardscape controls
 - Tree preservation and removal plan, if necessary
 - Tree preservation details and direction
 - Median landscape planting plans
 - Irrigation design plans
 - Bus stop improvement and furnishings plans
 - Miscellaneous details and notes
- c. Update the Opinion of Probable Construction Cost

QUANTITIES, SPECIFICATIONS, ESTIMATE, AND BID DOCUMENTS (TASK O)

1. General Notes and Specification Data

Develop a complete set of General Notes and Specification Data, based on applicable bid items. Identify any Special Specifications and Special Provisions applicable to the project. Prepare any new Special Specifications or Special Provisions needed for the project and submit with appropriate justification.

2. Estimate

Prepare a construction cost estimate using locally preferred bid items and estimated unit prices, in Excel format.

3. Construction Contract Time Determination

Prepare a Construction Contract Time estimate.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



4. Bid Package

Prepare a bid-ready package including contractor plan copies and a bound bid packet including general bidding requirements, bidding documents, bid proposal, specifications and provisions, applicable contractor bonding/insurance documents, and any other documents necessary for bidding of the project. ENGINEER must also provide electronic copies of all bidding documents in applicable Word/Excel format. It is assumed that the TOWN will be responsible for preparing and assembling the copies of the bid documents for distribution to prospective bidders.

BID PHASE SERVICES (TASK P)

1. Bid Services

a. Plan Distribution

ENGINEER will provide the TOWN with a master set of plans and specifications to be used by the TOWN for reproduction and distribution to bidders.

b. Pre-Bid Meeting

ENGINEER shall attend up to two (2) Pre-Bid Conferences with TOWN representatives and prospective bidders, prepare a sign-in sheet, and Pre-Bid Conference Minutes, prepare and issue addenda as appropriate to clarify, correct, or change the bidding documents.

c. Bidder Questions

Assist the TOWN in addressing and responding to bidder questions and requests.

d. Addenda

ENGINEER shall prepare and issue addenda as appropriate to clarify, correct, or change the bidding documents.

e. Bid Opening and Tabulation

ENGINEER shall attend the formal opening of bids and tabulate and furnish to TOWN an original CD with .xis file, and five (5) copies of the bid tabulation together with written recommendation regarding the award of the contract within seven (7) calendar days of receiving the bid documents from the TOWN. The recommendation for award should include contractor's past performance, experience and competence.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



EASEMENT AND RIGHT-OF-WAY ACQUISITION (TASK Q)

1. Negotiation and Acquisition

- a. Engineer will provide negotiation and acquisition services for the proposed easements and right-of-way associated with the Project. It is anticipated that up to twelve (12) easement and/or right-of-way (ROW) parcels will be required for the roadway and utility improvements.
- b. ENGINEER will research property values from tax records and readily available real estate information. Value estimates will be prepared for each property being considered for an easement or ROW taking.
- c. ENGINEER will meet with each property owner to discuss the project and the need to secure from him/her the easement and/or ROW to accommodate the proposed improvements. If property owner is not local, discussions will be by telephone, email, or mail.
- d. ENGINEER will request that the property owner convey the easement and/or ROW with no compensation. If compensation is requested, a written offer will be prepared based on the tax value of the property and input from the TOWN.
- e. If owner does not agree to the offer, ENGINEER will try to negotiate a settlement if there is room for compromise. Any proposed settlement will be coordinated with the TOWN.
- f. After the easement or ROW documents are signed by the property owner, they will be presented to the TOWN for recording.
- g. If negotiations reach an impasse, ENGINEER will confirm with the TOWN that eminent domain (condemnation) action should be initiated. The following services will be performed as an Additional Services on an hourly reimbursable basis. The anticipated effort for each condemnation action is not to exceed \$8,500 (Eight Thousand Five Hundred Dollars).
 - i. ENGINEER will secure a formal appraisal for the property interest.
 - ii. Using the appraisal, prepare and submit a written offer to the property owner for purchase of the easement or ROW.
 - iii. ENGINEER will negotiate with the property owner in good faith on all issues.
 - iv. If negotiations fail, coordinate with the TOWN to prepare and submit a Final Offer letter based on the appraisal value.
 - v. If the property owner rejects the Final Offer and negotiations fail, all files and reports will be delivered to the TOWN Attorney for legal condemnation proceedings.
 - vi. ENGINEER will meet with the TOWN Attorney to prepare for the hearing and testify at the hearing as required

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



INDEPENDENT DESIGN REVIEW (TASK R)

1. Design Review and Coordination

- a. Engineer will provide an independent review of the Design at each project milestone – concept (30%), 60%, 90%, and 100%. Comment reviews will be generated and documented in a review comment log. Based upon such reviews, the Independent Review Team will recommend acceptance and approval of such plans, specifications and estimates to the TOWN. The reviews will include all design aspects of the Keller Springs Road and Airport Parkway Project including: roadway/paving, structures, drainages, signalization, lighting and landscaping improvements, traffic management, construction sequencing, construction cost estimates, and specifications.
- b. Participate in design workshops that aid in the review of milestone deliverables of interagency design approvals. This is assumed to be four (4) design workshops.

PROJECT DELIVERABLES

1. CONCEPT SCHEMATIC SUBMITTAL

This milestone submittal will primarily be for Project review only and shall include, at a minimum, the following conceptual documents and activities:

- Project Design Summary Report (DSR)
- Design Exceptions (if applicable)
- Concept Paving Plan/Profile Schematic
- Concept Paving Cross Section Schematic
- Concept Utility Plan Schematic (Water, Sanitary Sewer, and Storm Drain)
- Concept Median Landscaping and Illumination Plan
- Traffic Control and Sequencing Concept
- ROW Ownership Map & Proposed Additional ROW/Easement Locations
- SUE (level D, C, & B)
- Opinion of Probable Construction Cost

Furnish TOWN with two (2) paper copies and two (2) CD's containing an Adobe Acrobat PDF copy of the above items.

Deliver all electronic files (models, spreadsheets, shape files, CADD files, etc.) on a CD. All files must be fully operational and located on the appropriate levels.

The ENGINEER shall submit the Concept Schematic design package through a short design meeting/workshop and allow 3 weeks for TOWN review and comment. ENGINEER shall not proceed with Preliminary Submittal design until provided with written TOWN approval of the Concept submittal.

2. PRELIMINARY SUBMITTAL (60%)

Submittal package shall contain/include but not be limited to, at a minimum, a written response to TOWN's CONCEPT SCHEMATIC review comments, the concept schematic review set with revisions based on the concept schematic review comments, and the following documents and activities:

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



- Title Sheet and Index
- General Notes
- Standard Details
- Typical Sections
- Traffic Control and Sequencing Plans
- Removal Layouts
- Control Sheets
- Roadway Plan & Profile Sheets (including Cross Streets)
- Driveway Profiles
- Retaining Wall Layouts (if applicable)
- Drainage Area Map (including summary of computations)
- Storm Sewer Plan & Profile (including summary of computations)
- Culvert Layouts (including hydraulic summary)
- Existing Utility Layouts
- Traffic Signal Layouts
- SW3P Data and Layouts
- Cross Sections
- Signing & Pavement Markings
- Intersection Improvements
- Water Line Improvements
- Wastewater Line Improvements
- Illumination Layout
- Landscape Layout
- Specifications
- ROW Parcel Exhibits
- Opinion of Probable Construction Cost (60%)
- Revise and Refine Designs based on TOWN Comments

Furnish TOWN with two (2) paper copies and two (2) CD's containing an Adobe Acrobat PDF copy of the above items associated with the 60% Submittal Package.

Deliver all electronic files (models, spreadsheets, shape files, CADD files, etc.) on a CD. All files must be fully operational and located on the appropriate levels.

The ENGINEER shall submit the 60% design package through a short design meeting/workshop and allow 4 weeks for TOWN review and comment. ENGINEER shall not proceed with Pre-Final Submittal design until provided with written TOWN approval of the Preliminary Submittal.

3. PRE-FINAL SUBMITTAL (90%)

Submittal package shall contain/include but not be limited to, at a minimum, a written response to TOWN's PRELIMINARY SUBMITTAL (60%) review comments, the 60% review set with revisions based on the 60% review comments, and the following documents and activities:

- Title Sheet and Index
- General Notes
- Standard Details
- Typical Sections
- Traffic Control Plans
- Removal Layouts
- Control Sheets

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



- Roadway Plan & Profile Sheets (including Cross Streets)
- Driveway Profiles
- Retaining Wall Layouts (if applicable)
- Drainage Area Map (including summary of computations)
- Storm Sewer Plan & Profile (including summary of computations)
- Culvert Layouts (including hydraulic summary)
- Existing Utility Layouts
- Traffic Signal Layouts
- SW3P Data and Layouts
- Cross Sections
- Signing & Pavement Markings
- Intersection Improvements
- Water Line Improvements
- Wastewater Line Improvements
- Illumination Layout
- Landscape Layout
- Specifications
- Opinion of Probable Construction Cost (90%)
- Bid Documents
- Revise and Refine Designs based on TOWN Comments

Furnish TOWN with two (2) paper copies and two (2) CD's containing an Adobe Acrobat PDF copy of the above items associated with the 90% Submittal Package.

Deliver all electronic files (models, spreadsheets, shape files, CADD files, etc.) on a CD. All files must be fully operational and located on the appropriate levels.

The ENGINEER shall submit the 90% design package through a short design meeting/workshop and allow 4 weeks for TOWN review and comment. ENGINEER shall not proceed with Final Submittal design until provided with written TOWN approval of the Pre-Final Submittal.

4. FINAL SUBMITTAL (100%)

Submittal package shall contain/include but not be limited to, at a minimum, a written response to TOWN PRE-FINAL SUBMITTAL (90%) review comments, the 90% review set with revisions based on the 90% review comments. Submit 100% signed and sealed Bid-ready Drawings, Project Specifications/Bid Form, and Opinion of Probable Construction Cost estimate (excluding land costs) along with the reviewed Pre-Final drawings, specifications, and Opinion of Probable Construction Cost (if necessary). ENGINEER shall also submit the construction schedule and an estimate of construction duration. ENGINEER shall obtain all required utility approval signatures prior to the Final Submittal. Plans shall be submitted with the QA/QC Certification Form.

Furnish as a part of ENGINEER's basic fee not more than five (5) paper sets of bidding documents and not more than five (5) CD's with an Adobe Acrobat PDF copy of the bidding documents. CDs shall be separate from the paper set of the bidding documents. Bidding documents shall include but are not limited to the following:

- Title Sheet and Index
- General Notes
- Standard Details
- Typical Sections

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



- Traffic Control Plans
- Removal Layouts
- Control Sheets
- Roadway Plan & Profile Sheets (including Cross Streets)
- Driveway Profiles
- Retaining Wall Layouts (if applicable)
- Drainage Area Map (including summary of computations)
- Storm Sewer Plan & Profile (including summary of computations)
- Culvert Layouts (including hydraulic summary)
- Existing Utility Layouts
- Traffic Signal Layouts
- SW3P Data and Layouts
- Cross Sections
- Signing & Pavement Markings
- Intersection Improvements
- Water Line Improvements
- Wastewater Line Improvements
- Illumination Layout
- Landscape Layout
- Specifications
- Opinion of Probable Construction Cost (100%)
- Construction Time Determination
- Bid Documents
- Revise and Refine Designs based on TOWN Comments

Furnish TOWN with one (1) CD containing an Adobe Acrobat PDF copy of the above items associated with the 100% Submittal Package.

Deliver all electronic files (models, spreadsheets, shape files, CADD files, etc.) on a CD. All files must be fully operational and located on the appropriate levels.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



TOWN OF ADDISON EAST/WEST ROADS
KELLER SPRINGS ROAD AND AIRPORT PARKWAY
(ADDISON ROAD TO DALLAS PARKWAY)

EXHIBIT A4: ADDITIONAL ENGINEERING SERVICES

EXCLUSIONS AND ADDITIONAL SERVICES

Services not specifically identified in Basic Engineering Services shall be considered additional services and shall be performed on an individual basis upon written authorization by the TOWN.

The following services are not included in the Basic Engineering Service and can be provided as an additional service with written scope and fee:

- Any additional meetings, presentations and field visits not specified in this scope of services.
- Design or coordination related to public art opportunities.
- Attendance and preparation for meetings beyond those identified in the Scope of Services.
- Construction staking.
- Special floodplain studies for off-site drainage or FEMA flood plain map amendments other than those listed in the Scope of Services.
- Preparation of Traffic Control Plans other than those listed in the Scope of Services.
- Storm Water Pollution Prevention Plans other than those listed in the Scope of Services.
- Staking of floodplain and /or floodway limits.
- Survey or design of improvements outside of the Project limits.
- Traffic studies.
- Landscaping and streetscaping plans for the existing parkways.
- Pedestrian lighting plans or improvements.
- Color marketing exhibits beyond the stated in the Scope of Services.
- Demolition plans for any existing structures or facilities.
- Geotechnical investigations, environmental impact statements, evaluation or permitting related to TCEQ or the United States Army Corps of Engineers.
- Design of franchise utility relocations.
- Value Engineering of layouts, designs or plans that have been approved for bidding by the TOWN.
- Condemnation services.
- Construction Administration Services
- Construction Observation on-site project services

Exhibit A4: Additional Engineering Services for East/West Roads (Keller Springs Road and Airport Parkway)

Page 1



TOWN OF ADDISON EAST/WEST ROADS
KELLER SPRINGS ROAD AND AIRPORT PARKWAY
(ADDISON ROAD TO DALLAS PARKWAY)

EXHIBIT A5: SERVICES TO BE PROVIDED BY THE OWNER

Responsibilities of the TOWN

The TOWN shall perform and/or provide the following in a timely manner so as not to delay the Services of the ENGINEER. Unless otherwise provide in this Scope of Services, the TOWN shall bear all costs incident to compliance with the following:

1. Furnish all documents for all existing and proposed facilities within the Project limits.
2. Furnish electronic or hard copy construction plans and documents for all existing facilities or those proposed by work outside the Scope of Services within the Project limits as information becomes available.
3. This scope of services anticipates that the TOWN or its representatives will provide base information for any other projects being designed within or adjacent to the Project limits. If possible, the information shall be provided in electronic format.
4. Furnish the TOWN's standard specification documentation.

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

**Agreement by and between the Town of Addison, Texas (Town)
And Jacobs Engineering Group Inc. (Consultant)
to perform Professional Engineering Services for
East/West Roads
(Keller Springs and Airport Parkway)**

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

**TOWN OF ADDISON EAST/WEST ROADS
KELLER SPRINGS ROAD AND AIRPORT PARKWAY
(ADDISON ROAD TO DALLAS PARKWAY)**

EXHIBIT B: COMPENSATION SCHEDULE

	Basic Services Lump Sum	Special Service Time and Materials
Task A – Concept Studies and Preliminary Engineering:	\$ 103,380.00	
Task B – Public Involvement:		\$ 91,920.00
Task C – Utility Coordination and SUE:		\$ 159,522.09
Task D – Project Management:	\$ 135,230.00	
Task E – Field Surveying:		\$ 104,508.50
Task F – Roadway Design:	\$ 127,800.00	
Task G – Drainage:	\$ 107,480.00	
Task H – Signing, Markings and Signalization:	\$ 104,250.00	
Task I – Miscellaneous Plan Development:	\$ 16,680.00	
Task J – Traffic Control and Sequencing:	\$ 22,800.00	
Task K – Illumination:	\$ 31,900.00	
Task L – Environmental and SWPPP:	\$ 8,770.00	
Task M – Water and Wastewater Improvements:	\$ 55,090.00	
Task N – Landscaping and Aesthetics:	\$ 110,070.00	
Task O – Quantities, Estimate, Specifications and Bid Documents:	\$ 42,480.00	
Task P – Bid Phase Services:		\$ 12,720.00
Task Q – Easement and ROW Acquisition:		\$ 116,870.00
Task R – Independent Design Review		\$ 49,200.00
Direct Expenses		\$ 38,329.41
TOTAL	\$ 865,930.00	\$ 573,070.00
TOTAL MAX COMPENSATION	\$ 1,439,000.00	

Exhibit B: Compensation for East/West Roads (Keller Springs Road and Airport Parkway)

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

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

II. **GUIDELINES FOR DIRECT EXPENSES**.

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

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

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

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

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

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

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

III. **GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.**

- 1. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to Town specifically what costs are included in the markup calculation. To apply

General and/or Administrative Markup, Consultant must also document to Town what costs would be considered direct costs. Town shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. Town reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

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

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

REQUIREMENTS

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

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

972-450-7074 or emailed to: purchasing@addisontx.gov. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately, or no later than thirty (30) days, notify the City of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the City 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 City 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 City 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 City 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 City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# Keller Spring Road and Airport Parkway Project
Company: Jacobs Engineering Group Inc.
Printed Name: Carlos A. Negrón
Signature: _____ **Date:** 11/25/2019

EXHIBIT "E"
AFFIDAVIT

THE STATE OF TEXAS

§
§
§

THE COUNTY OF DALLAS

I, Ken Hall, a member of Jacobs Engineering Group Inc., make this affidavit and hereby on oath state the following:

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

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

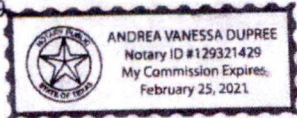
Upon filing this affidavit with the Town of Addison, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this 25th day of November, 2019.

Ken Hall OPERATION LEAD - NTX / OK
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Ken Hall 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 25th day of November, 2019.



Andrea Vanessa Dupree
Notary Public in and for the State of Texas
My commission expires: 2/25/21

EXHIBIT "E"
AFFIDAVIT

*The Jacobs organization has a talent force of more than 50,000, approximately \$13 billion in revenue, and over 300 global operating entities, with approximately 100 operating entities in the United States and Canada. Jacobs provides a full spectrum of services including scientific, technical, professional, construction, and program management for business, industrial, commercial, government, and infrastructure sectors. Our corporate profile and public filings can be found at <http://invest.jacobs.com/investors/default.aspx#corporate>. As such, Jacobs does not maintain a verifiable list of employee's relationships that would fully respond to this inquiry. However, on information and belief, without independent investigation, Jacobs has no knowledge of any such relationships that would cause a conflict of interest in the performance of the work contemplated.

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

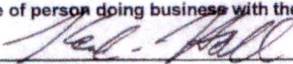
<p>FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity</p>	
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received _____</p>
<p>1. Name of person who has a business relationship with local governmental entity.</p> <p align="center">N/A</p>	
<p>2. Check this box if you are filing an update to a previously filed question <input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">N/A</p> <p align="center">_____ Name of Local Government Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>4. Signature of person doing business with the governmental entity Date:</p> <p align="center">  _____ Signature </p> <p align="center"> 11/25/19 _____ Date </p>	

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

Local Government Officers Town of Addison, Texas

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

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