

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 3/4/09

Claim # \_\_\_\_\_

Check \$ 4628.93

Vendor No. \_\_\_\_\_

Vendor Name GENSLER DALLAS

Address P.O. BOX 848279

Address DALLAS, TEXAS 75284-8279

Address \_\_\_\_\_

Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	41	000	56570	84300		4628.93

TOTAL \$ 4628.93

EXPLANATION ADDISON RD. LIGHTING DESIGN

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Steve Chutehain  
Authorized Signature

\_\_\_\_\_  
Finance

I N V O I C E

Gensler

FEBRUARY 17, 2004  
INVOICE NO. 29058  
PROJECT NO. 27.3053.001

MR. STEVE CHUTCHIAN  
TOWN OF ADDISON  
POST OFFICE BOX 9010  
ADDISON, TX 75001-9010

FOR: ADDISON LIGHTING-ADDISON ROAD

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JANUARY 28, 2004

FEE

PHASE	FEE	PCT COMPL	EARNED	PREVIOUS BILLING	CURRENT BILLING
PROGRAMMING	2,100.00	100.00	2,100.00	2,100.00	
SCHEMATIC DESIGN	4,900.00	100.00	4,900.00	4,900.00	
CONSTR. DOCUMENTS	7,000.00	65.00	4,550.00		4,550.00
TOTALS	14,000.00		11,550.00	7,000.00	4,550.00

REIMBURSABLE EXPENSES

REPRODUCTION	62.25				
DELIVERY	16.68				
TOTAL REIMBURSABLES	78.93				78.93

TOTAL THIS INVOICE \$ 4,628.93

*o.k. to pay!  
szc  
3/4/04*

*Dominic Botello*

To remit by wire transfer:

Account Name: M. Arthur Gensler, Jr. & Assoc., Inc.  
Account Number: 14996-01877  
Bank Name: Bank of America / Transit Routing Number 121000358  
Bank Address: 345 Montgomery Street, San Francisco, California 94104  
(Please include invoice numbers on wire transfer.)

To Remit by Check:

Gensler Dallas  
P.O. Box 848279  
Dallas, Texas 75284-8279  
Tel: 713.228.8050  
Fax: 713.229.9343

Past due invoices are subject to a service charge in accordance with the terms of the contract



ESTABLISHED • 1926

ORIGINAL

REMIT TO:  
RIDGWAY'S - DALLAS  
P.O. BOX 740170  
HOUSTON, TX 772740170  
Phone: 713-830-3954  
Fax: (713) 779-6065  
TaxId: 74-603-6592

INVOICE NUMBER

71-006113

Order: Summary  
Date: 01/10/04  
Time: 3:53PM

BILL TO:

GENSLER, M ARTHUR JR  
700 MILAM SUITE 400  
HOUSTON, TX 77002

32723

SHIP TO:

GENSLER - FM  
5430 LBJ FREEWAY #400  
2 LINCOLN CENTER  
DALLAS, TX 75240  
Phone: (214)273-1591

ATTN: ACCOUNTS PAYABLE

Project Number  
273053000

Salesman  
CHRISTI MAGEE

ITEM NUMBER	DESCRIPTION	UOM	QUANTITY		UNIT PRICE	EXTENSION
			SHIPPED	ORDERED		
FM4-801B	CAD PLOT B&W BOND	FM SF	6		1.00	6.00



GROSS AMOUNT	TAX%	TAX AMOUNT	FREIGHT CHARGES	<b>TOTAL AMOUNT DUE</b>
6.00	8.2500	0.50		\$6.50

RECEIVED IN GOOD CONDITION

D  
A

M

X

**ON TIME COURIERS INC.**

2001 BRYAN ST  
 SUITE 2155  
 DALLAS, TX 75201  
 214-740-9999 / WWW.ONTIMECOURIERS.COM

**INVOICE**

INVOICE NUMBER	PAGE
45513	4 of 4
CLIENT NUMBER	TERMS
7237	
INVOICE DATE	
12/28/2003	
INVOICE TOTAL	
\$325.99	

Invoice Submitted To:

**GENSLER\***  
 5430 LBJ FRWY  
 #400  
 DALLAS, TX 75240  
 Attn: BRIGITTE

Order Date / Number Caller / Time Service	Reference Billing Group		Pickup Address			Drop Off Address			Recv'd By	
	Piece	Wait Time	Pounds	Miles	Insurance	Expense	Other1	Other2	Date	Total

**27.3001.000**

12/23/03 270873W LARA BULLOCK 12:52 PM 1 HR	GENSLER* 5430 LBJ FRWY #400 DALLAS, TX 75240 THOM SHELTON 214-273-1500	MAPP CONSTRUCTION 7929 BROOKRIVER DR #140 DALLAS, TX 75247 DAMION POURCIAU	LIZZY POOLE 12/23/03 01:38 PM
---	---	---	-------------------------------------

27.3001.000

1	1	1	12.49	0						\$19.50
\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

Reference Number Sub-Total **\$19.50**

**27.3021.002**

12/22/03 270379W ROBERT BROWN 02:51 PM 2 HR	GENSLER* 5430 LBJ FRWY #400 DALLAS, TX 75240 GLENN ISENMANN 214-273-1500	HANSCOMB, FAITHFUL, & GOULD 12801 N CENTRAL EXPY #1420 DALLAS, TX 75243 LARRY NOBBE	TANYA CORBIN 12/22/03 04:54 PM
---	---	--	--------------------------------------

27.3021.002

1	1	1	2.98	0						\$12.50
\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

Reference Number Sub-Total **\$12.50**

**27.3053.000**

12/23/03 271021W LARA BULLOCK 03:00 PM 2 HR	GENSLER* 5430 LBJ FRWY #400 DALLAS, TX 75240 DAVID BOTELLO 214-273-1500	TOWN OF ADDISON 16801 WESTGROVE DR 972-450-28 DALLAS, TX 75248 STEVEN CHUTCHIA972-450-2886	M. LEMYRE 12/23/03 03:35 PM
---	--	---	-----------------------------------

27.3053.000

1	1	1	6.42	0						\$14.50
\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

Reference Number Sub-Total **\$14.50**

Invoice Total **\$325.99**



ESTABLISHED • 1926

ORIGINAL

REMIT TO:  
 RIDGWAY'S - DALLAS  
 P.O. BOX 740170  
 HOUSTON, TX 772740170  
 Phone: 713-830-3954  
 Fax: (713) 779-6065  
 TaxId: 74-603-6592

INVOICE NUMBER

71-006114

Order: Summary  
 Date: 01/10/04  
 Time: 3:53PM

BILL TO:

GENSLER, M ARTHUR JR  
 700 MILAM SUITE 400  
 HOUSTON, TX 77002

SHIP TO:

32723

GENSLER - FM  
 5430 LBJ FREEWAY #400  
 2 LINCOLN CENTER  
 DALLAS, TX 75240  
 Phone: (214)273-1591

ATTN: ACCOUNTS PAYABLE

Project Number  
 273053001

Salesman  
 CHRISTI MAGEE

ITEM NUMBER	DESCRIPTION	UOM	QUANTITY		UNIT PRICE	EXTENSION
			SHIPPED	BACK ORDERED		
FM4-801B	CAD PLOT B&W BOND	FM SF	44		1.00	44.00



GROSS AMOUNT	TAX%	TAX AMOUNT	FREIGHT CHARGES	<b>TOTAL AMOUNT DUE</b>
44.00	8.2500	3.63		
RECEIVED IN GOOD CONDITION				\$47.63



# APPROBATION DRAWING

Addison City (4206)

Lumec-Schröder

800, Curé Boivin  
Boisbriand, (Qué), Canada  
J7G 2A7  
Tel.: (450) 979-2747  
(800) 498-8587  
Fax: (450) 979-2749  
www.lumecschröder.com

Qty	Type Luminaire	Roadway and Pedestrian HSX-400MHBT28-type III-VOLT-SCTX-LTS884A
-----	----------------	--

**HOUSING:** Made of cast A383 aluminum alloy (as per Aluminum Association) 0.200 (5mm) minimum thickness c/w mounting provision for hardware.

**LOCKING SYSTEM:** Two spring loaded latches made of die cast aluminum and die cast zinc, permits tool free access to lamp and electrical component servicing.

**LENS FRAME:** Made of die cast A383 aluminum alloy.

**REFLECTOR:** Made of hydroformed 3002-0 aluminium alloy chemically brightened and anozided (5 micron min). The Sealsafe optical system is rated IP66 and offer a resistance of R>600.

**SLEEVE:** Die cast glass-reinforced resin, mechanically fastened to reflector and fully silicone gasket.

**SHUTTER:** Injection molded glass fiber reinforced polymer. Removable with a quarter turn c/w Porcelain body lampholder, 4kV Mogul Base c/w a injection molded silicone gasket (duro 60 shore A). Adjustment to obtain the various IES distribution is tool-less. Distribution type: (type III), type III distribution, as per IESNA.

**LAMP HOLDER:** Porcelain thermo-resistant pulse rated 4 Kv mogul base.

**LAMP:** (400MHBT28), 400 Watt Metal Halide, lamp format BT28 (not included).

**BALLAST:** 400 Watt Metal Halide, lamp format BT28, VOLTAGE TO BE CONFIRMED \_\_\_\_\_, high power factor, -20°F (-30°C) lamp starting capacity, c/w polarized quick disconnect plugs with positive lock.

**TERMINAL BLOCK:** Receives wires (#8 max.) on primary circuit c/w ground lug.

**ADJUSTMENT:** An integral part of the housing permits an adjustment of ± 5°.

**MOUNTING MEAN:** Two brackets, formed in a single-piece, made of stamped galvanized-steel (12ga.). Accommodates tenon ranging between 1½" (38mm) to 2 3/8" (60mm) OD, fixed by 3/8 -16 UNC steel zinc plated. Bracket-tenon accommodates tenon ranging between 1½" (38mm) to 2 3/8" (60mm) OD.

**FINISH:** (SCTX), Special Textured Color: (set-up charge for use of special color already developed and use RAL). Hot dip chemical etching preparation with minimum 3 mils (75 microns) polyester powder coat finish. Durable exterior finish, resistant to UV, salt spray and humidity as per ASTM G7, ASTM B117 and ASTM D2247 testing procedures.



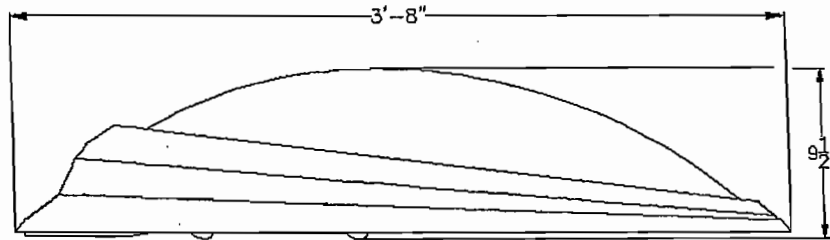


**APPROBATION DRAWING**

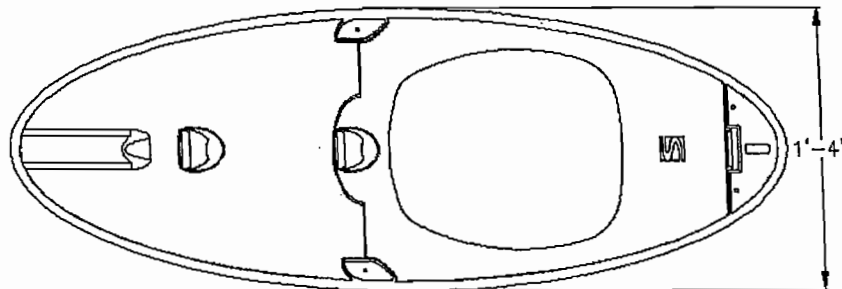
**Addison City (4206)**

Lumec-Schröder

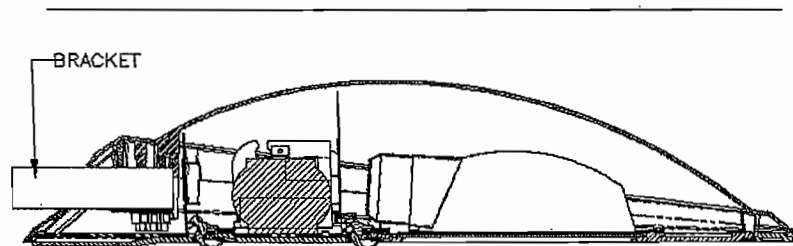
800, Curé Boivin  
Boisbriand, (Qué), Canada  
J7G 2A7  
Tel.: (450) 979-2747  
(800) 498-8587  
Fax: (450) 979-2749  
www.lumecschröder.com



SIDE VIEW



BOTTOM VIEW



SECTION VIEW





800, boul Curé Boivin  
 Boisbriand (Qc), Canada, J7G 2A7  
 Tel: (450)979-2747  
 Fax: (450)979-2749  
 www.lumecschreder.com

Lumec-Schröder

Project: City of Addison (4206)

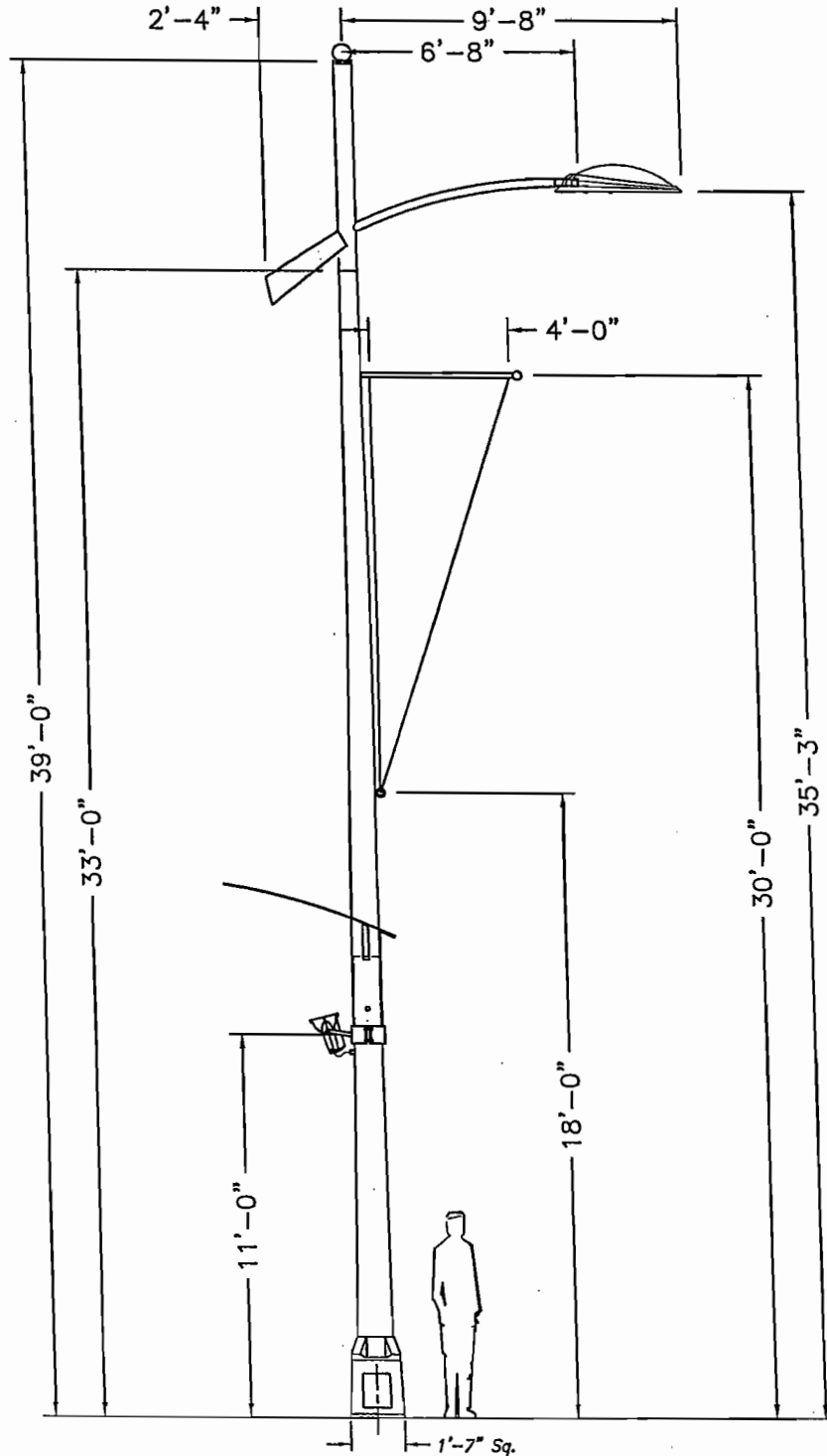
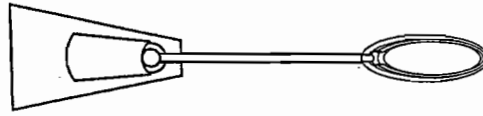
Order:

Type:

cat #:

Quantity:

HSX-400MHT28-type III-VOLT-  
 ELF6'-1A-ATR33'-LTS884A  
 FOC-70MHT6-NARROW-VOLT-  
 LTS885A-SCTX



#	Revisions:	Date:	Par/By:	Titre: PRELIMINARY PRESENTATION DRAWING		
1	pole size modified	JAN.28/04	f.b	Dessiné par: Drawn by:	f.b	Echelle: Scale: 3/16" = 1'
				Vérifié Verified	No. dessin: Dwg. Num.:	4206hsx-r1
						Date: NOV.20/03
						Page: 1/1

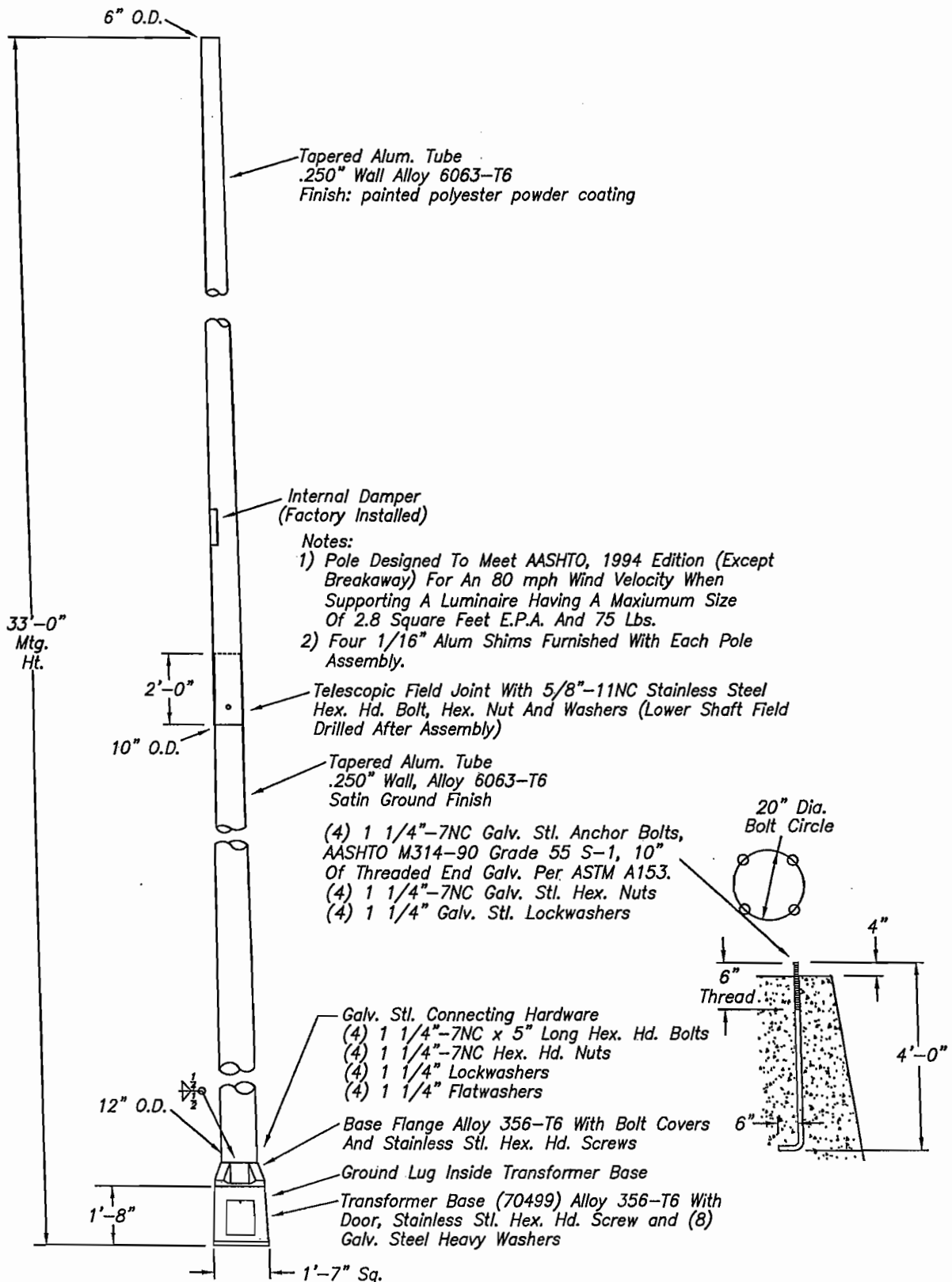
F-1C





800, boul Curé Bolvin  
Boisbriand (Qc), Canada, J7G 2A7  
Tel: (450)979-2747  
Fax: (450)979-2749  
www.lumecschreder.com

Project: CITY OF ADDISON, TX (4206)  
Order:  
Type: Quantity:  
cat #. ATR33-LTS884A



#	Revisions:	Date:	Par/By:	Titre: Pole Details		
				F-10		
			Dessiné par: Drawn by: f.b	Echelle: Scale: 1 = 50	Date: JAN.28/04	
			Vérifié Verified	No. dessin: Dwg. Num.: 4206pole	Page: 1/1	



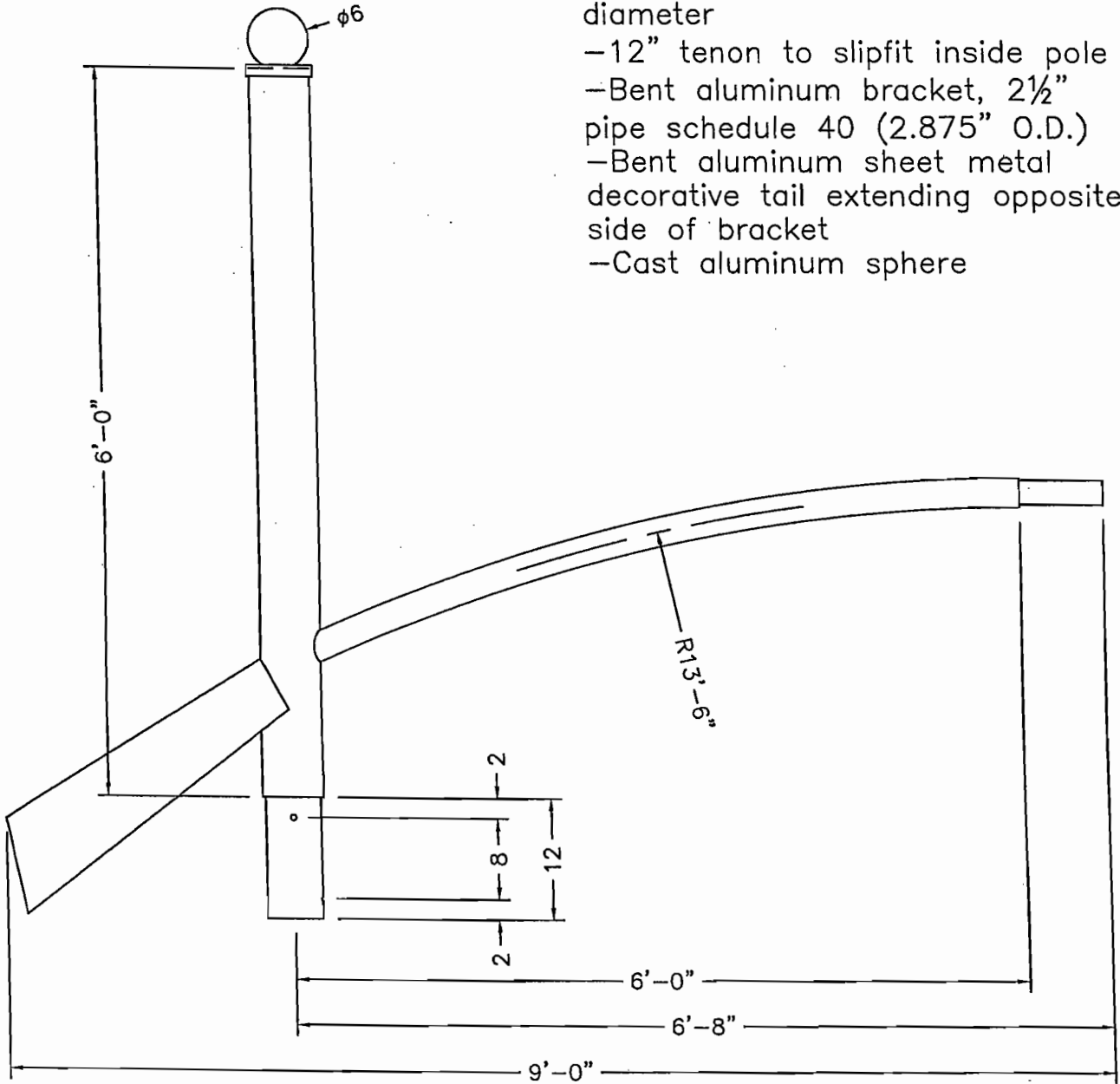
800, boul Curé Boivin  
 Boisbriand (Qc), Canada, J7G 2A7  
 Tel: (450)979-2747  
 Fax: (450)979-2749  
 www.lumecschröder.com

Lumec-Schröder

Project: City of Addison, Tx (4206)  
 Order:  
 Type:  
 cat #: ELF-6-1A  
 Quantity:

**ELFA BRACKET:**

- Aluminum central portion, diameter to match top pole diameter
- 12" tenon to slipfit inside pole
- Bent aluminum bracket, 2½" pipe schedule 40 (2.875" O.D.)
- Bent aluminum sheet metal decorative tail extending opposite side of bracket
- Cast aluminum sphere



**Mounting:**

2 thru bolts 1/2"-13 at 90°

**Finish:**

Painted polyester powder coat

#	Revisions:	Date:	Par/By:	Titre: ELFA Bracket Illustration			F-11		
				Dessiné par: f.b				Echelle: 1/16" = 1"	Date: JAN.28/04
				Vérifié Verified				No. dessin: 4206elf-6-1a	Page: 1/1



**APPROBATION DRAWING**

**Addison City (4206)**

Lumec-Schröder

800, Curé Boivin  
Boisbriand, (Qué), Canada  
J7G 2A7  
Tel.: (450) 979-2747  
(800) 498-8587  
Fax: (450) 979-2749  
www.lumecschröder.com

Qty	Type Luminaire	Pedestian
		<b>FOCAL-70MHT6-NARROW-VOLT-SCTX-LTS885A</b>

**HOUSING:** Made of die cast A383 aluminum alloy (as per Aluminum Association) 0.090" (2.2mm) minimum thickness c/w mounting provision for hardware. Front of housing is especially designed for mounting of accessories for beam modification and glare control.

**GASKETING:** Silicone gasket to insure IP66 rating for dust and water ingress protection as per IEC 598 standard.

**LOCKING SYSTEM:** Closing captive 4mm allen head stainless steel screws. One allen key is provided with the order.

**REFLECTOR:** Formed in 3002 aluminum alloy, polished, electro-chemically brightened, and anodized to provide a precise controlled light beam. Modification of light center position with focus adjustable device allow for field adjustment of beam angle to frame precisely the zones to be lighted. Distribution type: (NARROW), Narrow Beam Distribution.

**LENS:** Flat protector made of clear tempered glass, 0.24" (6mm) thickness and shock resistant. The lens is permanently seal to the housing by a bead of RTV silicone applied by a robot.

**LAMP HOLDER:** Porcelain thermo-resistant pulse rated 4 Kv G12 base.

**LAMP:** (70MHT6), 70 Watt Metal Halide, lamp format T6 (not included).

**BALLAST:** 70 Watt Metal Halide, lamp format T6, VOLTAGE TO BE CONFIRMED \_\_\_\_\_, high power factor, -20°F (-30°C) lamp starting capacity, c/w polarized quick disconnect plugs with positive lock.

**BALLAST TRAY:** Integrated electronic control gear is to be mounted onto an injection molded polymer structure, fixed into the housing.

**ELECTRICAL FEEDING:** A pressure gland will insure tightness level at the wire entry for flexible conduit 0.310" to 0.560".

**MOUNTING MEAN:** The yoke is made of a single cast aluminum part, with a minimum thickness of 1/4" (6mm). Three (3) mounting holes 7/16"Ø available for 3/8"-16 anchor bolts. (bolts and anchoring devices by installing contractor). The yoke allows 180 degree rotation. Position adjustment is allowed by tightening the yoke's support screws.

**FINISH:** (SCTX), Special Textured Color: (set-up charge for use of special color already developed and use RAL). Hot dip chemical etching preparation with minimum 3 mils (75 microns) polyester powder coat finish. Durable exterior finish, resistant to UV, salt spray and humidity as per ASTM G7, ASTM B117 and ASTM D2247 testing procedures.



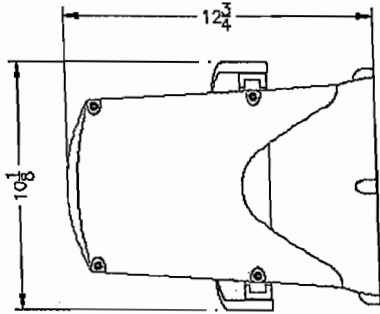


**APPROBATION DRAWING**

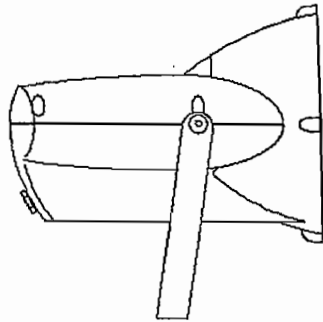
**Addison City (4206)**

Lumec-Schröder

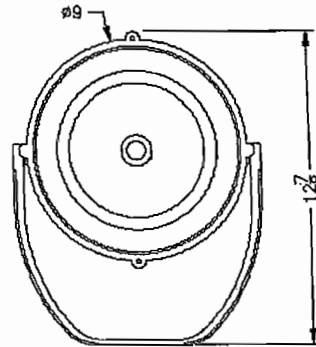
800, Curé Boivin  
Boisbriand, (Qué), Canada  
J7G 2A7  
Tel.: (450) 979-2747  
(800) 498-8587  
Fax: (450) 979-2749  
www.lumecschröder.com



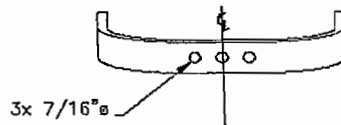
PLAN VIEW



SIDE VIEW



FRONT VIEW



Registered to ISO 9001:2000  
File No. A11750

SPEC20040112\_153711\_4206\_7.DOC

01-12-2004

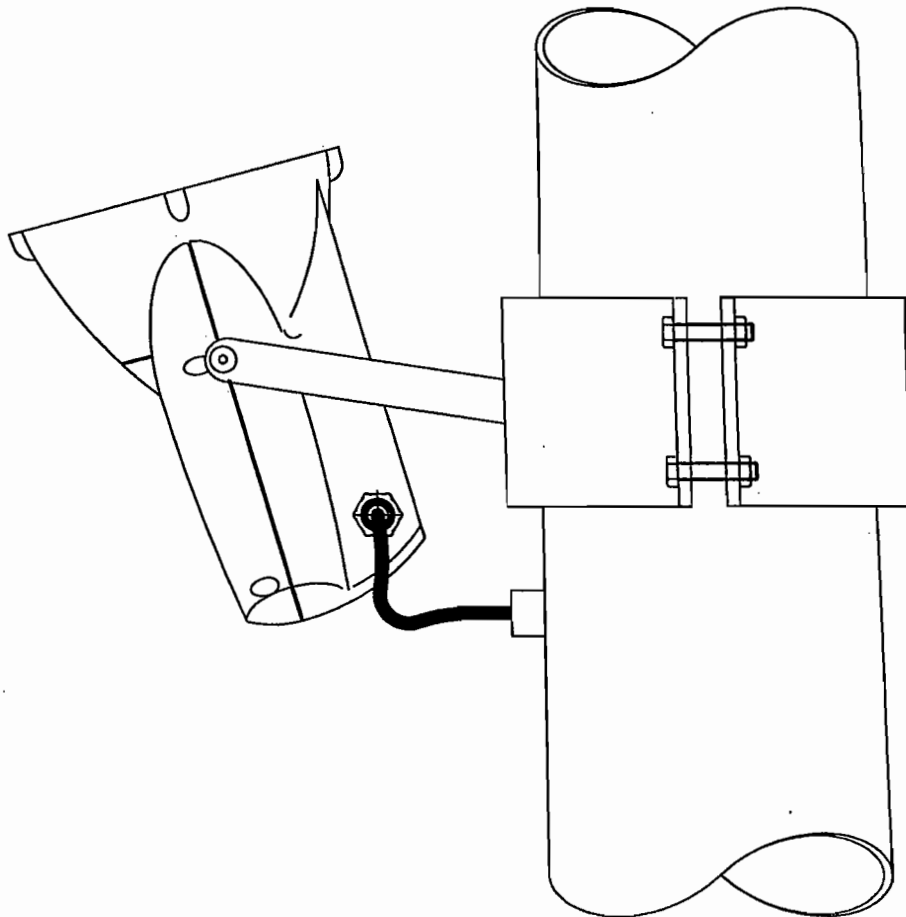
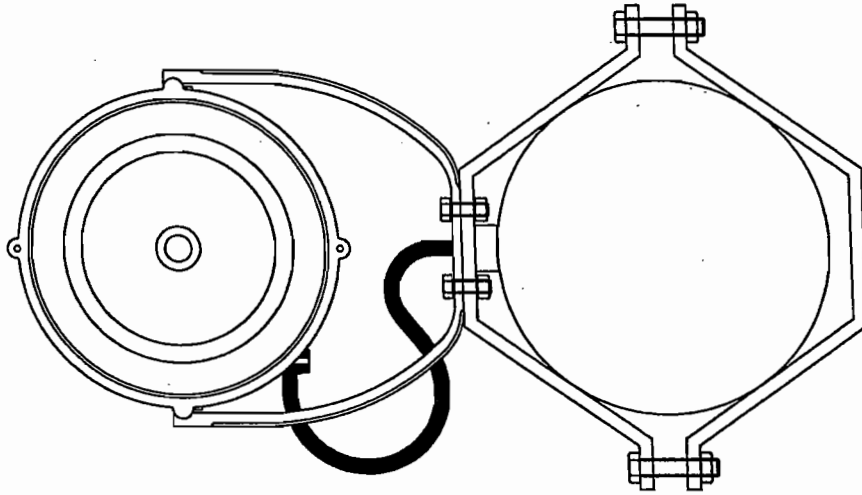
Page 2 / 2



800, boul Curé Boivin  
Boisbriand (Qc), Canada, J7G 2A7  
Tel: (450)979-2747  
Fax: (450)979-2749  
www.lumecschreder.com

Lumec-Schröder

Project: City of Addison (4206)  
Order:  
Type: cat # Quantity:

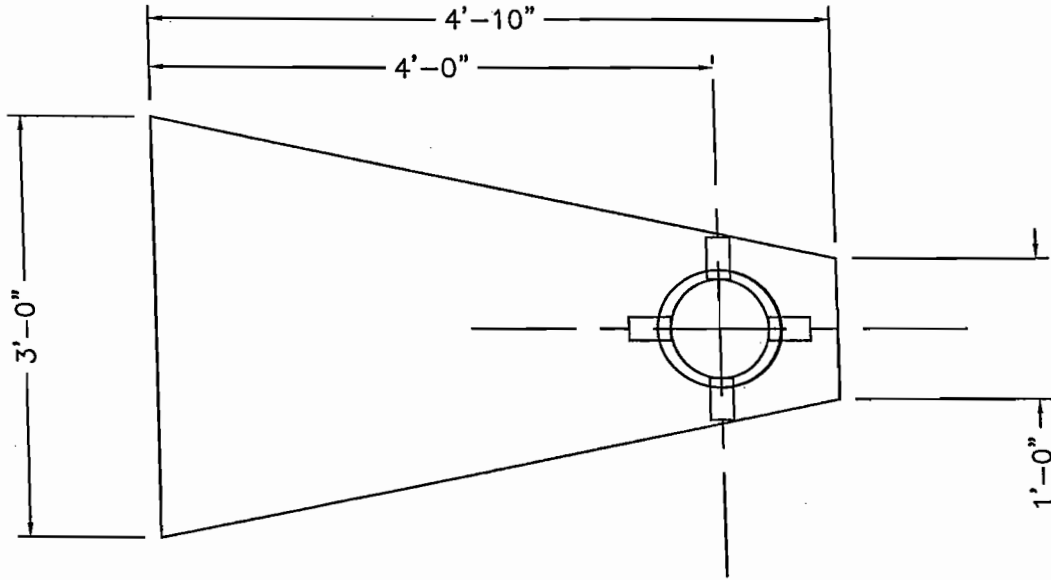


#	Revisions:	Date:	Par/By:	Titre: ILLUSTRATION OF FOCAL CLAMPING SYSTEM		
				F-10		
			Dessiné par: Drawn by: f.b	Echelle: Scale: 3/16" = 1'	Date: JAN.29/04	
			Vérifié Verified	No. dessin: Dwg. Num.: 4206--focal-clamp	Page: 1/1	

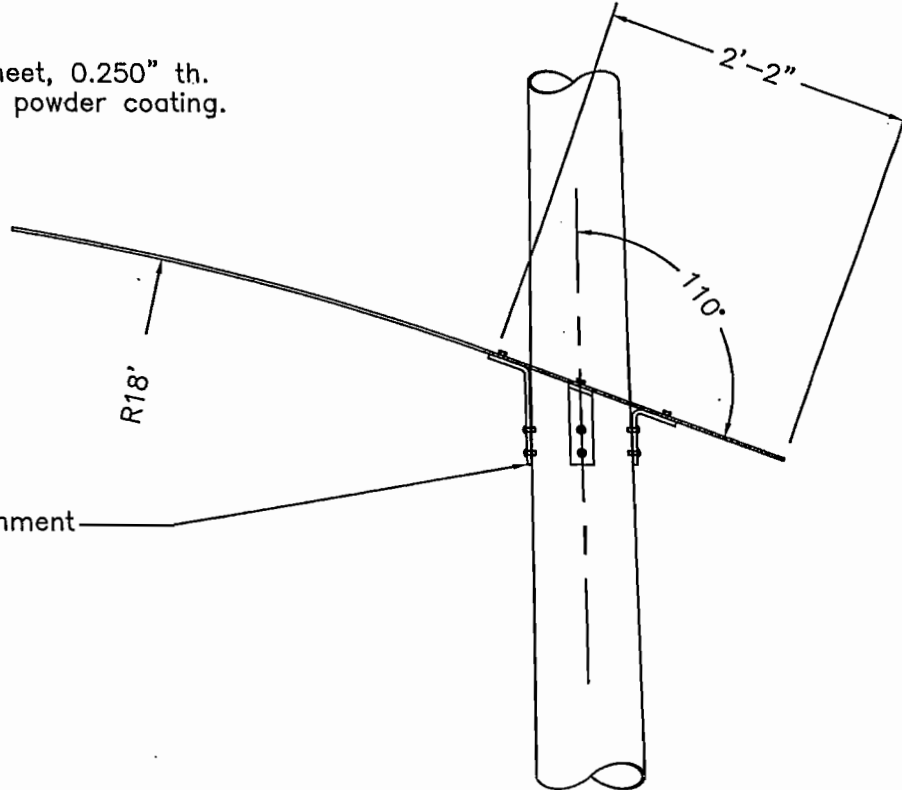


800, boul Curé Boivin  
 Boisbriand (Qc), Canada, J7G 2A7  
 Tel: (450)979-2747  
 Fax: (450)979-2749  
 www.lumecschröder.com

Project: City of Addison (4206)  
 Order:  
 Type: Quantity:  
 cat #



Aluminum reflector:  
 bent aluminum flat sheet, 0.250" th.  
 painted with reflective powder coating.



4 aluminum supports  
 for mechanical attachment  
 of reflector to pole

#	Revisions:	Date:	Par/By:	Titre: Title: REFLECTOR FOR INDIRECT LIGHTING		
				F-10		
				Dessiné par: Drawn by: f.b	Echelle: Scale: 1/16" = 1"	Date: JAN.29/04
				Vérifié Verified	No. dessin: Dwg. Num.: 4206-FOCAL-REFLEC	Page: 1/1

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 1/29/04

Claim # \_\_\_\_\_

Check \$ 4,858.04

Vendor No. \_\_\_\_\_  
 Vendor Name GENSLER DALLAS  
 Address P.O. BOX 848279  
 Address DALLAS, TEXAS 75284-8279  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
# 28986	41	000	56570	84300		3358.04
# 28987	46	000	56570	05301		150.00

TOTAL \$4,858.04

EXPLANATION ADDISON RD. & SPECTRUM LIGHTING  
DESIGN

---



---



---



---

Steve Chulhian  
 Authorized Signature

\_\_\_\_\_  
 Finance

INVOICE

Gensler

JANUARY 19, 2004  
INVOICE NO. 28986  
PROJECT NO. 27.3053.001

MR. STEVE CHUTCHIAN  
TOWN OF ADDISON  
POST OFFICE BOX 9010  
ADDISON, TX 75001-9010

FOR: ADDISON LIGHTING-ADDISON ROAD

PROFESSIONAL SERVICES FOR THE PERIOD ENDING DECEMBER 27, 2003

-----  
FEE

PHASE	FEE	PCT COMPL	EARNED	PREVIOUS BILLING	CURRENT BILLING
-----	-----	-----	-----	-----	-----
PROGRAMMING	2,100.00	100.00	2,100.00	2,100.00	
SCHEMATIC DESIGN	4,900.00	100.00	4,900.00	1,715.00	3,185.00
CONSTR. DOCUMENTS	7,000.00				
TOTALS	14,000.00		7,000.00	3,815.00	3,185.00

REIMBURSABLE EXPENSES

REPRODUCTION	173.04				
TOTAL REIMBURSABLES	173.04				173.04

TOTAL THIS INVOICE \$ 3,358.04

=====

O.K. to pay!  
SZC  
1/29/04

To remit by wire transfer:

Account Name: M. Arthur Gensler, Jr. & Assoc., Inc.  
Account Number: 14996-01877  
Bank Name: Bank of America / Transit Routing Number 121000358  
Bank Address: 345 Montgomery Street, San Francisco, California 94104  
(Please include invoice numbers on wire transfer.)

To Remit by Check:

Gensler Dallas  
P.O. Box 848279  
Dallas, Texas 75284-8279  
Tel: 713.228.8050  
Fax: 713.229.9343





ESTABLISHED • 1926

ORIGINAL

REMIT TO:  
 RIDGWAY'S - DALLAS  
 P.O. BOX 740170  
 HOUSTON, TX 772740170  
 Phone: 713-830-3954  
 Fax: (713) 779-6065  
 TaxId: 74-603-6592

INVOICE NUMBER  
 71-005611

Order: Summary  
 Date: 12/10/03  
 Time: 3:57PM

BILL TO:

GENSLER, M ARTHUR JR  
 700 MILAM SUITE 400  
 HOUSTON, TX 77002

32723

SHIP TO:

GENSLER - FM  
 5430 LBJ FREEWAY #400  
 2 LINCOLN CENTER  
 DALLAS, TX 75240  
 Phone: (214)273-1591

ATTN: ACCOUNTS PAYABLE

Project Number  
 273053001

Salesman  
 CHRISTI MAGEE

INVOICE

ITEM NUMBER	DESCRIPTION	UOM	QUANTITY		UNIT PRICE	EXTENSION
			SHIPPED	ORDERED		
FM4-801B	CAD PLOT B&W BOND	FM SF	139		1.00	139.00



GROSS AMOUNT	TAX%	TAX AMOUNT	FREIGHT CHARGES	<b>TOTAL AMOUNT DUE</b>	
139.00	8.2500	11.47			\$150.47

RECEIVED IN GOOD CONDITION



INVOICE

Gensler

JANUARY 19, 2004  
INVOICE NO. 28987  
PROJECT NO. 27.3053.000

MR. STEVE CHUTCHIAN  
TOWN OF ADDISON  
POST OFFICE BOX 9010  
ADDISON, TX 75001-9010

FOR: ADDISON LIGHTING STANDARDS

PROFESSIONAL SERVICES FOR THE PERIOD ENDING DECEMBER 27, 2003

FEE

PHASE	FEE	PCT COMPL	EARNED	PREVIOUS BILLING	CURRENT BILLING
PROGRAMMING	1,000.00	100.00	1,000.00	1,000.00	
SCHEMATIC DESIGN	2,000.00	100.00	2,000.00	2,000.00	
DESIGN DEVELOPMENT	3,000.00	100.00	3,000.00	1,500.00	1,500.00
TOTALS	6,000.00		6,000.00	4,500.00	1,500.00

TOTAL THIS INVOICE \$ 1,500.00

*o.k. to PAY!  
SZC  
1/29/04*

To remit by wire transfer:

Account Name: M. Arthur Gensler, Jr. & Assoc., Inc.  
Account Number: 14996-01877  
Bank Name: Bank of America / Transit Routing Number 121000358  
Bank Address: 345 Montgomery Street, San Francisco, California 94104  
(Please include invoice numbers on wire transfer.)

To Remit by Check:

Gensler Dallas  
P.O. Box 848279  
Dallas, Texas 75284-8279  
Tel: 713.228.8050  
Fax: 713.229.9343

## **Steve Chutchian**

---

**To:** mnolmark@swbell.net  
**Cc:** Jim Pierce; Robin Jones; Mike Murphy  
**Subject:** Street Light Drawings

**Mark:** As per our conversation this morning, the Town is requesting a change to the shop drawings for the Lighting Mock-Up. Specifically, the transformer base should be removed from the details, and the bolt circle reduced to 14" in diameter. Your assistance is appreciated.

Steve Chutchian

# Transmittal

**Gensler**

<b>To</b>	Town of Addison		<b>Attention</b>	Steven Z. Chutchian, P.E.		
<b>Address</b>	16801 Westgrove Drive					
<b>City</b>	Addison	<b>State</b>	TX	<b>Zip</b>	75001	
<b>Project</b>	Addison Lighting Standards		<b>Project Number</b>	27.3053.000	<b>File</b>	1CL
<b>Subject</b>	Lighting Mock-up					
<b>Prepared by</b>	David Botello		<b>This is page</b>	1 of 10	<b>Date</b>	January 30, 2004
<b>For Your</b>	<input type="checkbox"/> Approval and selection	<input checked="" type="checkbox"/> Use	<input type="checkbox"/> Record			
	<input type="checkbox"/> Review / Comment	<input type="checkbox"/> Distribution	<input type="checkbox"/> Information			
<b>Action Required</b>	<input type="checkbox"/> Indicated on item transmitted	<input type="checkbox"/> Comment and return to Gensler	<input type="checkbox"/> No action required			
	<input type="checkbox"/> Sign and return to this office	<input type="checkbox"/> See remarks below	<input type="checkbox"/> Other			
<b>Delivered Via</b>	<input checked="" type="checkbox"/> Messenger	<input type="checkbox"/> Two-Day Express	<input type="checkbox"/> Pick-up			
	<input type="checkbox"/> Same Day Express	<input type="checkbox"/> Mail	<input type="checkbox"/> Other:			
	<input type="checkbox"/> Next Day Express	<input type="checkbox"/> Hand carried				
<b>Remarks</b>						

Quantity	Description	Dated
1	Approved shop drawing for lighting mock-up	01/12/04

<b>Transmittal Copies To</b>	<b>Enclosures:</b> If enclosures are not as described, please advise Gensler immediately.	<b>Delivered Via</b>



# APPROBATION DRAWING

Addison City (4206)

Lumec-Schröder

800, Curé Boivin  
Boisbriand, (Qué), Canada  
J7G 2A7  
Tel.: (450) 979-2747  
(800) 498-8587  
Fax: (450) 979-2749  
www.lumecschröder.com

Qty	Type Luminaire	Roadway and Pedestrian HSX-400MHBT28-type III-VOLT-SCTX-LTS884A
-----	----------------	--

**HOUSING:** Made of cast A383 aluminum alloy (as per Aluminum Association) 0.200 (5mm) minimum thickness c/w mounting provision for hardware.

**LOCKING SYSTEM:** Two spring loaded latches made of die cast aluminum and die cast zinc, permits tool free access to lamp and electrical component servicing.

**LENS FRAME:** Made of die cast A383 aluminum alloy.

**REFLECTOR:** Made of hydroformed 3002-0 aluminium alloy chemically brightened and anozided (5 micron min). The Sealsafe optical system is rated IP66 and offer a resistance of R>600.

**SLEEVE:** Die cast glass-reinforced resin, mechanically fastened to reflector and fully silicone gasket.

**SHUTTER:** Injection molded glass fiber reinforced polymer. Removable with a quarter turn c/w Porcelain body lampholder, 4kV Mogul Base c/w a injection molded silicone gasket (duro 60 shore A). Adjustment to obtain the various IES distribution is tool-less. Distribution type: (type III), type III distribution, as per IESNA.

**LAMP HOLDER:** Porcelain thermo-resistant pulse rated 4 Kv mogul base.

**LAMP:** (400MHBT28), 400 Watt Metal Halide, lamp format BT28 (not included).

**BALLAST:** 400 Watt Metal Halide, lamp format BT28, VOLTAGE TO BE CONFIRMED \_\_\_\_\_, high power factor, -20°F (-30°C) lamp starting capacity, c/w polarized quick disconnect plugs with positive lock.

**TERMINAL BLOCK:** Receives wires (#8 max.) on primary circuit c/w ground lug.

**ADJUSTMENT:** An integral part of the housing permits an adjustment of ± 5°.

**MOUNTING MEAN:** Two brackets, formed in a single-piece, made of stamped galvanized-steel (12ga.). Accommodates tenon ranging between 1½" (38mm) to 2 3/8" (60mm) OD, fixed by 3/8 -16 UNC steel zinc plated. Bracket-tenon accommodates tenon ranging between 1½" (38mm) to 2 3/8" (60mm) OD.

**FINISH:** (SCTX), Special Textured Color: (set-up charge for use of special color already developed and use RAL). Hot dip chemical etching preparation with minimum 3 mils (75 microns) polyester powder coat finish. Durable exterior finish, resistant to UV, salt spray and humidity as per ASTM G7, ASTM B117 and ASTM D2247 testing procedures.



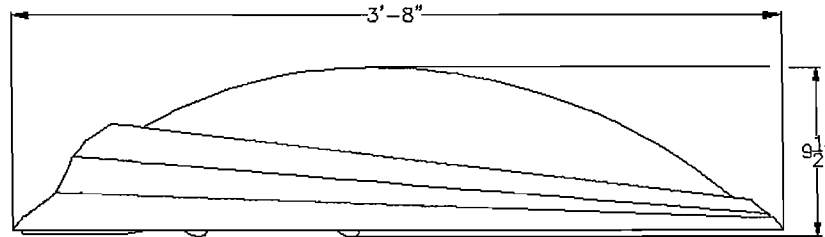


**APPROBATION DRAWING**

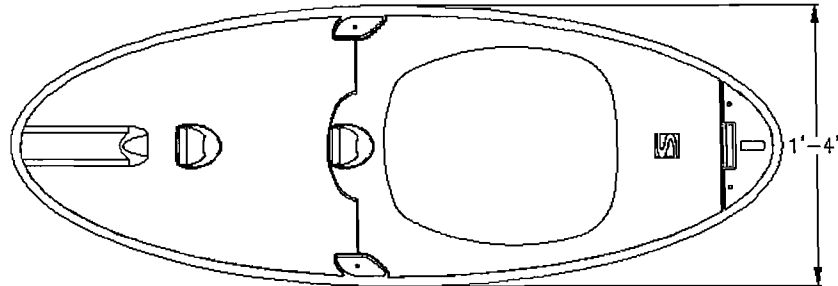
**Addison City (4206)**

Lumec-Schröder

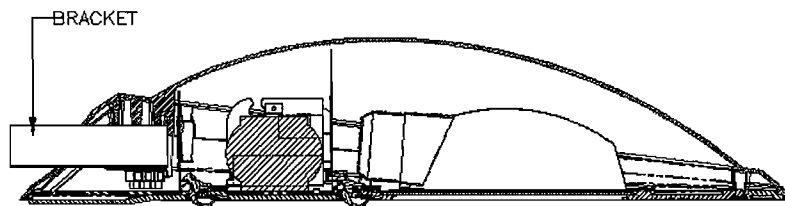
800, Curé Boivin  
Boisbriand, (Qué), Canada  
J7G 2A7  
Tel.: (450) 979-2747  
(800) 498-8587  
Fax: (450) 979-2749  
www.lumecschröder.com



SIDE VIEW



BOTTOM VIEW



SECTION VIEW





Lumec-Schröder

800, boul Curé Boivin  
 Boisbriand (Qc), Canada, J7G 2A7  
 Tel: (450)979-2747  
 Fax: (450)979-2749  
 www.lumecschreder.com

Project: City of Addison (4206)

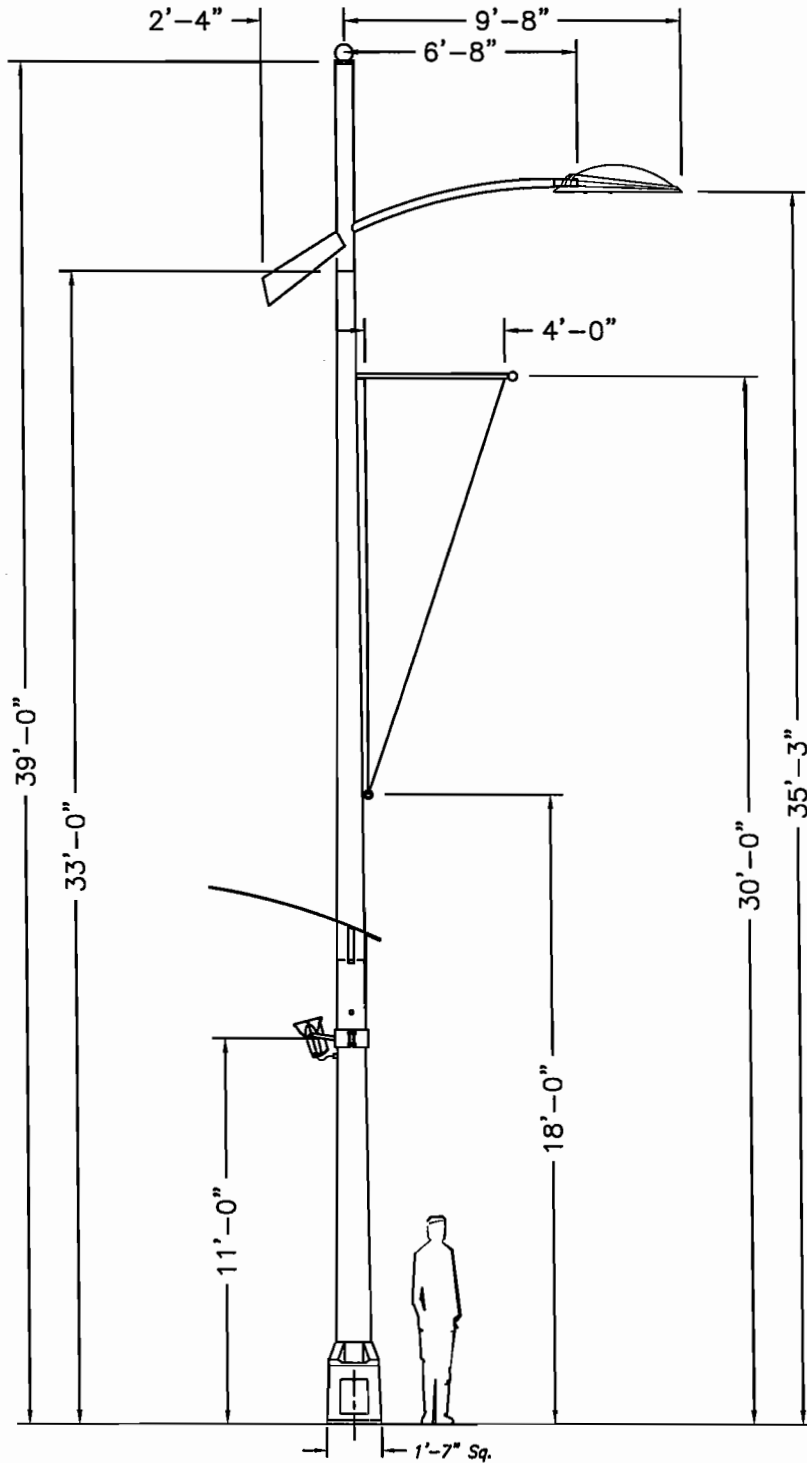
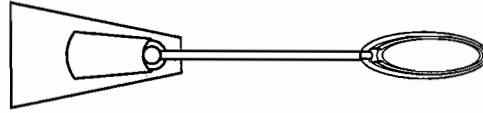
Order:

Type:

cat. #:

Quantity:

HSX-400MHBT28-type III-VOLT-  
 ELF6'-1A-ATR33'-LTS884A  
 FOC-70MHT6-NARROW-VOLT-  
 LTS885A-SCTX

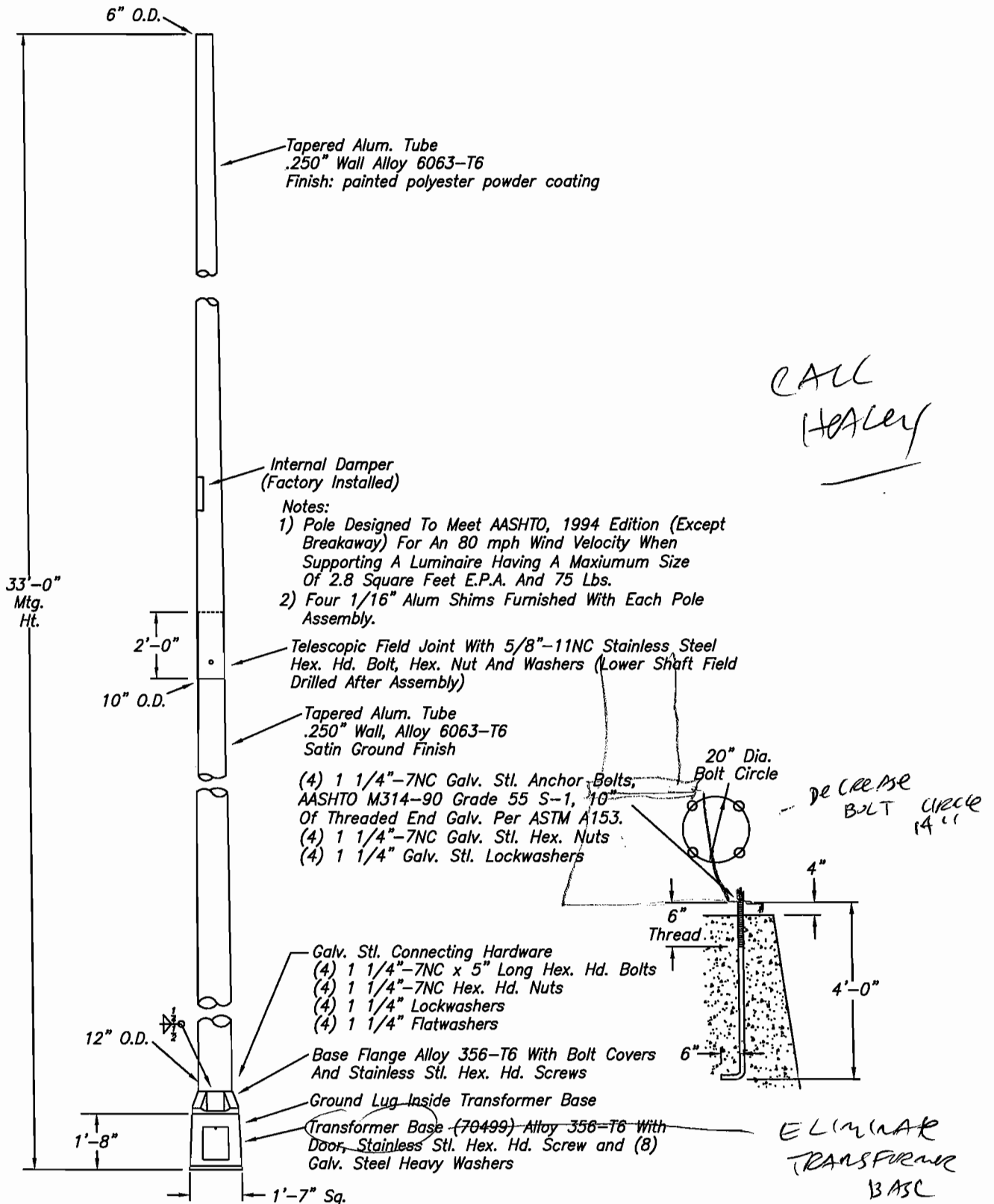


#	Revisions:	Date:	Par/By:	Titre: Title: PRELIMINARY PRESENTATION DRAWING		
				F-10		
				Dessiné par: Drawn by:	f.b	Echelle: Scale:
						3/16" = 1'
				Vérifié Verified		No. dessin: Dwg. Num.:
						4206hsx-r1
1	pole size modified	JAN.28/04	f.b			Date: NOV.20/03
						Page: 1/1



800, boul Curé Boivin  
 Boisbriand (Qc), Canada, J7G 2A7  
 Tel: (450)979-2747  
 Fax: (450)979-2749  
 www.lumecschröder.com

Project: CITY OF ADDISON, TX (4206)  
 Order:  
 Type: Quantity:  
 cat #. ATR33-LTS884A



#	Revisions:	Date:	Par/By:	Titre: Pole Details		
				F-10		
				Dessiné par: Drawn by: f.b	Echelle: Scale: 1 = 50	Date: JAN.28/04
				Vérifié Verified	No. dessin: Dwg. Num.: 4206pole	Page: 1/1





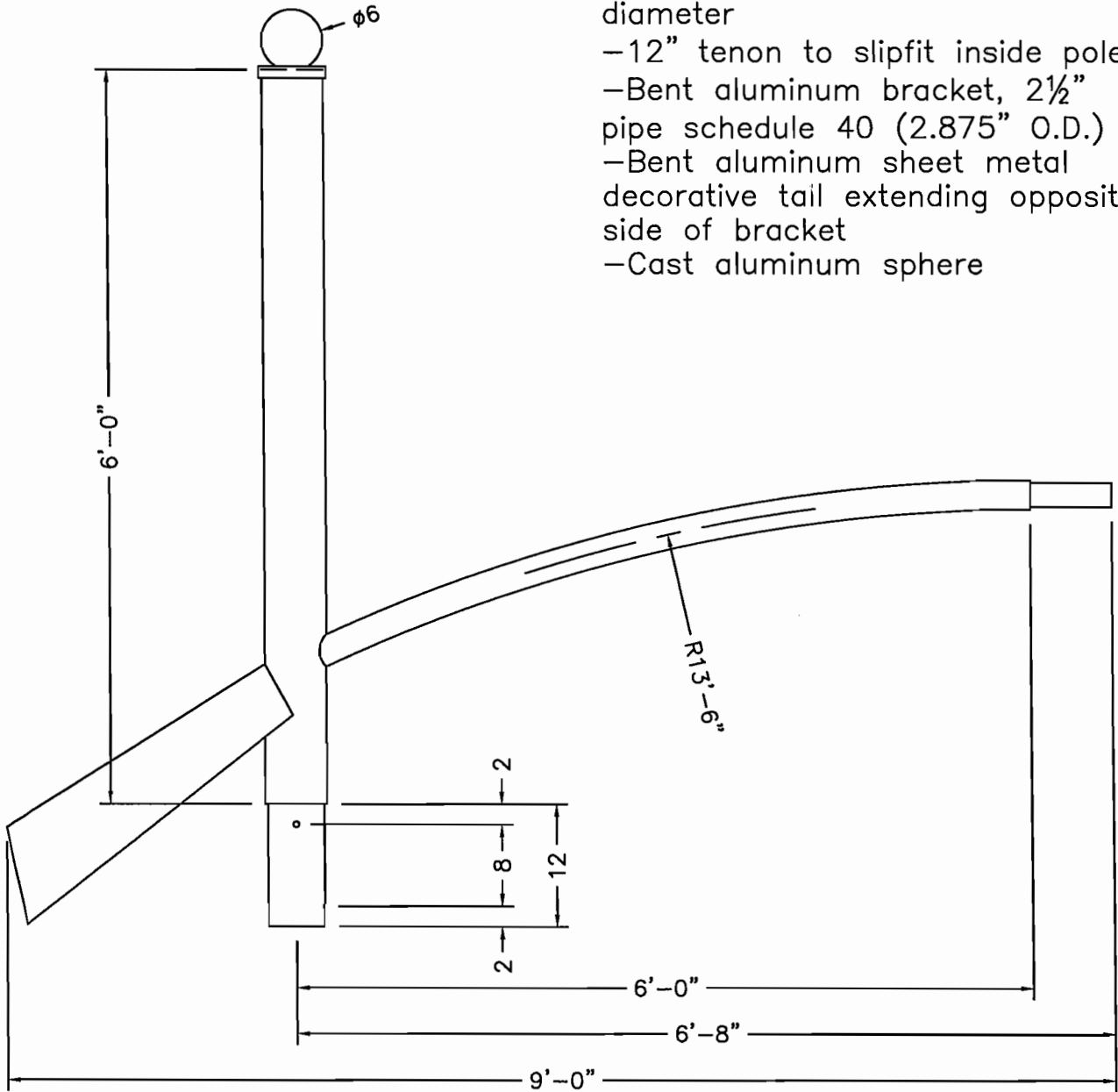
800, boul Curé Boivin  
 Bolsbriand (Qc), Canada, J7G 2A7  
 Tel: (450)979-2747  
 Fax: (450)979-2749  
 www.lumecschröder.com

Lumec-Schröder

Project: City of Addison, Tx (4206)  
 Order:  
 Type:  
 cat #. ELF-6-1A  
 Quantity:

ELFA BRACKET:

- Aluminum central portion, diameter to match top pole diameter
- 12" tenon to slipfit inside pole
- Bent aluminum bracket, 2½" pipe schedule 40 (2.875" O.D.)
- Bent aluminum sheet metal decorative tail extending opposite side of bracket
- Cast aluminum sphere



Mounting:

2 thru bolts 1/2"-13 at 90°

Finish:

Painted polyester powder coat

#	Revisions:	Date:	Par/By:	Titre: Title: ELFA Bracket Illustration		
				F-10		
				Dessiné par: Drawn by: f.b	Echelle: Scale: 1/16" = 1"	Date: JAN.28/04
				Vérifié Verified	No. dessin: Dwg. Num.: 4206elf-6-1a	Page: 1/1



**APPROBATION DRAWING**

**Addison City (4206)**

Lumec-Schröder

800, Curé Boivin  
Boisbriand, (Qué), Canada ,  
J7G 2A7  
Tel.: (450) 979-2747  
(800) 498-8587  
Fax: (450) 979-2749  
www.lumecschröder.com

Qty	Type Luminaire	Pedestian FOCAL-70MHT6-NARROW-VOLT-SCTX-LTS885A
-----	----------------	--

**HOUSING:** Made of die cast A383 aluminum alloy (as per Aluminum Association) 0.090" (2.2mm) minimum thickness c/w mounting provision for hardware. Front of housing is especially designed for mounting of accessories for beam modification and glare control.

**GASKETING:** Silicone gasket to insure IP66 rating for dust and water ingress protection as per IEC 598 standard.

**LOCKING SYSTEM:** Closing captive 4mm allen head stainless steel screws. One allen key is provided with the order.

**REFLECTOR:** Formed in 3002 aluminum alloy, polished, electro-chemically brightened, and anodized to provide a precise controlled light beam. Modification of light center position with focus adjustable device allow for field adjustment of beam angle to frame precisely the zones to be lighted. Distribution type: (NARROW), Narrow Beam Distribution.

**LENS:** Flat protector made of clear tempered glass, 0.24" (6mm) thickness and shock resistant. The lens is permanently seal to the housing by a bead of RTV silicone applied by a robot.

**LAMP HOLDER:** Porcelain thermo-resistant pulse rated 4 Kv G12 base.

**LAMP:** (70MHT6), 70 Watt Metal Halide, lamp format T6 (not included).

**BALLAST:** 70 Watt Metal Halide, lamp format T6, VOLTAGE TO BE CONFIRMED \_\_\_\_\_, high power factor, -20°F (-30°C) lamp starting capacity, c/w polarized quick disconnect plugs with positive lock.

**BALLAST TRAY:** Integrated electronic control gear is to be mounted onto an injection molded polymer structure, fixed into the housing.

**ELECTRICAL FEEDING:** A pressure gland will insure tightness level at the wire entry for flexible conduit 0.310" to 0.560".

**MOUNTING MEAN:** The yoke is made of a single cast aluminum part, with a minimum thickness of 1/4" (6mm). Three (3) mounting holes 7/16"Ø available for 3/8"-16 anchor bolts. (bolts and anchoring devices by installing contractor). The yoke allows 180 degree rotation. Position adjustment is allowed by tightening the yoke's support screws.

**FINISH:** (SCTX), Special Textured Color: (set-up charge for use of special color already developed and use RAL). Hot dip chemical etching preparation with minimum 3 mils (75 microns) polyester powder coat finish. Durable exterior finish, resistant to UV, salt spray and humidity as per ASTM G7, ASTM B117 and ASTM D2247 testing procedures.



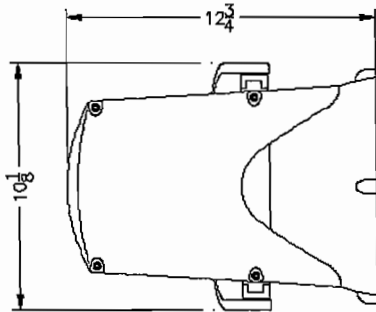


# APPROBATION DRAWING

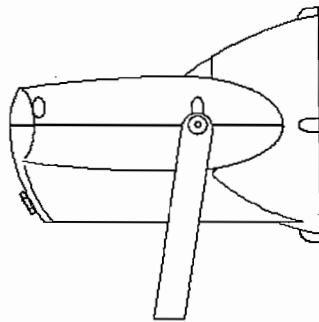
Addison City (4206)

Lumec-Schröder

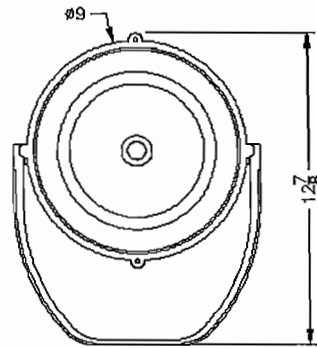
800, Curé Boivin  
Boisbriand, (Qué), Canada  
J7G 2A7  
Tel.: (450) 979-2747  
(800) 498-8587  
Fax: (450) 979-2749  
www.lumecschröder.com



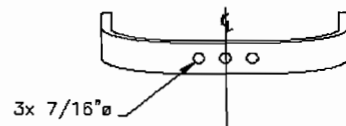
PLAN VIEW



SIDE VIEW



FRONT VIEW

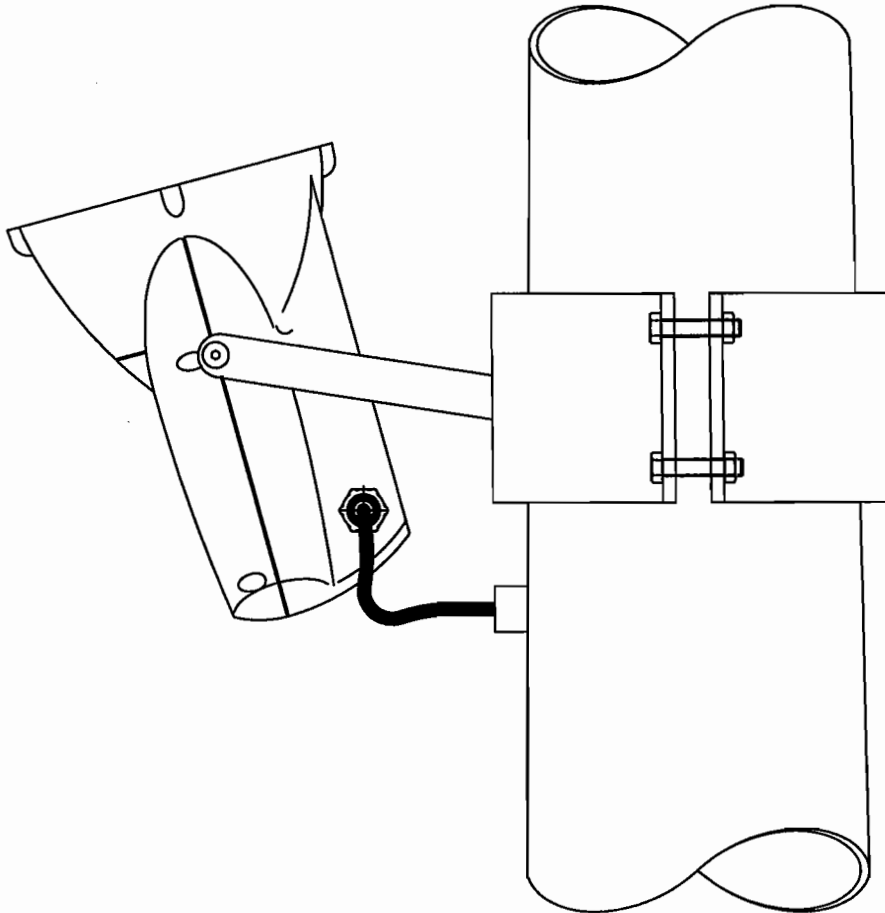
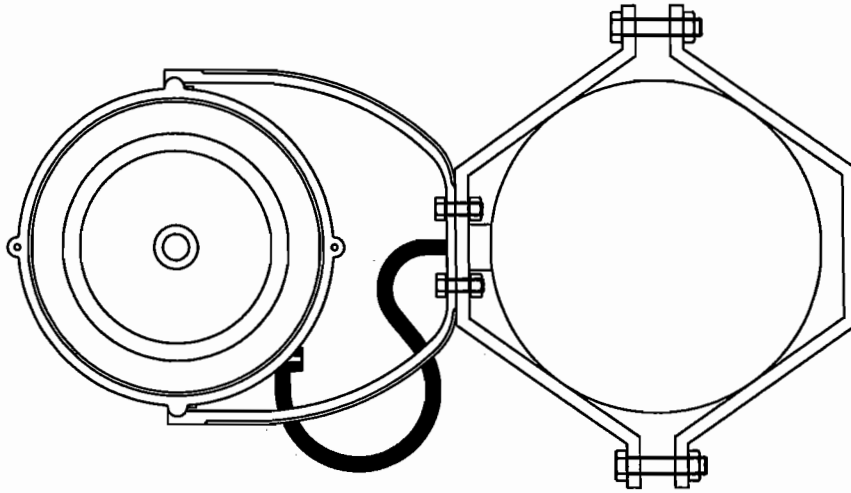




Lumec-Schröder

800, boul Curé Boivin  
Boisbriand (Qc), Canada, J7G 2A7  
Tel: (450)979-2747  
Fax: (450)979-2749  
www.lumecschröder.com

Project: City of Addison (4206)  
Order:  
Type:  
cat #. Quantity:



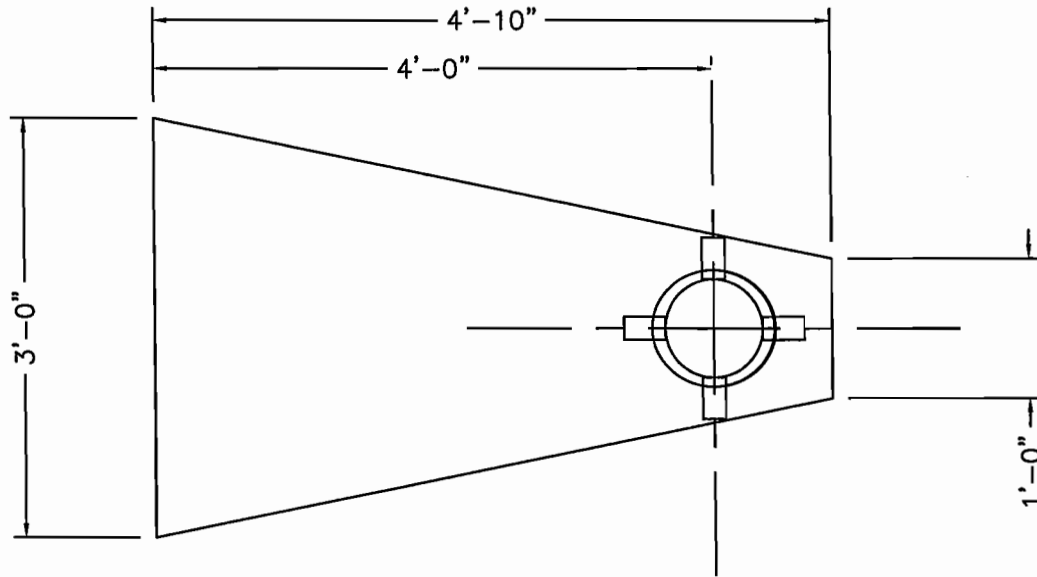
#	Revisions:	Date:	Par/By:	Titre: Title: ILLUSTRATION OF FOCAL CLAMPING SYSTEM			F-10
				Dessiné par: Drawn by: f.b	Echelle: Scale: 3/16" = 1'	Date: JAN.29/04	
				Vérfifié Verified	No. dessin: Dwg. Num.: 4206---focal-clamp	Page: 1/1	



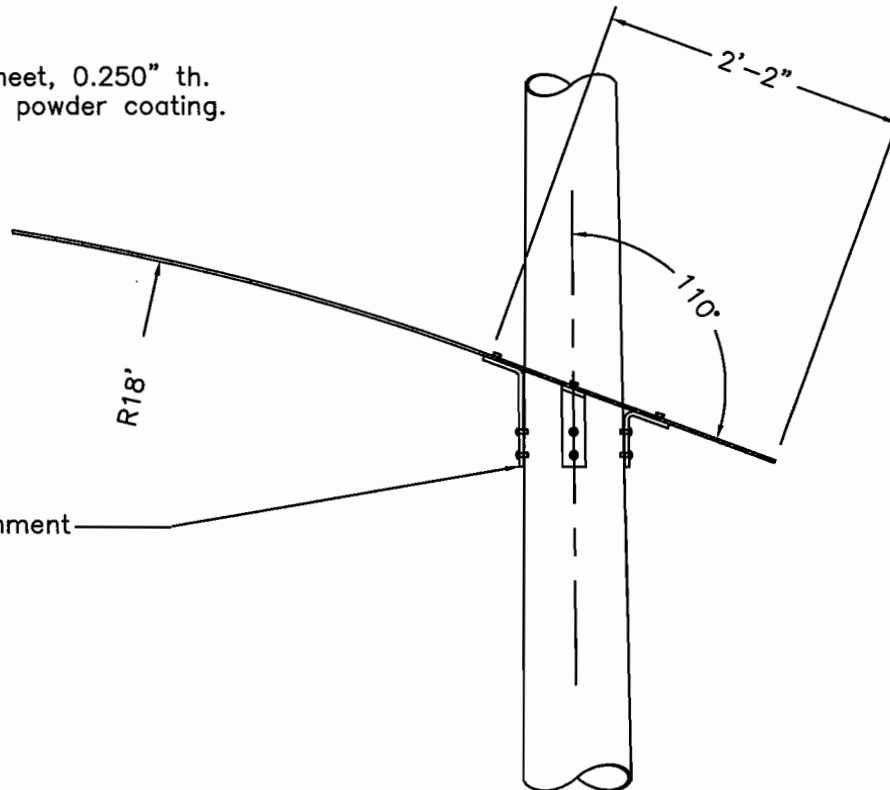
Lumec-Schröder

800, boul Curé Boivin  
 Bolsbriand (Qc), Canada, J7G 2A7  
 Tel: (450)979-2747  
 Fax: (450)979-2749  
 www.lumecschröder.com

Project: City of Addison (4206)  
 Order:  
 Type:  
 cat #. Quantity:



Aluminum reflector:  
 bent aluminum flat sheet, 0.250" th.  
 painted with reflective powder coating.



4 aluminum supports  
 for mechanical attachment  
 of reflector to pole

#	Revisions:	Date:	Par/By:	Titre: Title: REFLECTOR FOR INDIRECT LIGHTING			F-10
				Dessiné par: Drawn by: f.b	Echelle: Scale: 1/16" = 1"	Date: JAN.29/04	
				Vérfifié Verified	No. dessin: Dwg. Num.: 4206-FOCAL-REFLEC	Page: 1/1	

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 1/26/09

Claim # \_\_\_\_\_

Check \$ 5545.54

Vendor No. \_\_\_\_\_

Vendor Name GENSLER DALLAS

Address P. O. BOX 848279

Address DALLAS, TEXAS 75284 - 8279

Address \_\_\_\_\_

Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
# 28831	41	000	56570	84300		2986.38
# 28837	41	000	56570	84300		2559.16

TOTAL \$ 5,545.54

EXPLANATION LIGHTING STUDY ON ADDISON RD.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Steve Chittiman  
Authorized Signature

Finance \_\_\_\_\_

INVOICE

Gensler

DECEMBER 16, 2003  
INVOICE NO. 28831  
PROJECT NO. 27.3053.000

MR. STEVE CHUTCHIAN  
TOWN OF ADDISON  
POST OFFICE BOX 9010  
ADDISON, TX 75001-9010

FOR: ADDISON LIGHTING STANDARDS

PROFESSIONAL SERVICES FOR THE PERIOD ENDING NOVEMBER 29, 2003

FEE

PHASE	FEE	PCT COMPL	EARNED	PREVIOUS BILLING	CURRENT BILLING
PROGRAMMING	1,000.00	100.00	1,000.00	1,000.00	
SCHEMATIC DESIGN	2,000.00	100.00	2,000.00	800.00	1,200.00
DESIGN DEVELOPMENT	3,000.00	50.00	1,500.00		1,500.00
TOTALS	6,000.00		4,500.00	1,800.00	2,700.00

REIMBURSABLE EXPENSES

REPRODUCTION	269.70	
DELIVERY	16.68	
TOTAL REIMBURSABLES	286.38	286.38

TOTAL THIS INVOICE \$ 2,986.38

To remit by wire transfer:

Account Name: M. Arthur Gensler, Jr. & Assoc., Inc.  
Account Number: 14996-01877  
Bank Name: Bank of America / Transit Routing Number 121000358  
Bank Address: 345 Montgomery Street, San Francisco, California 94104  
(Please include invoice numbers on wire transfer.)

To Remit by Check:

Gensler Dallas  
P.O. Box 848279  
Dallas, Texas 75284-8279  
Tel: 713.228.8050  
Fax: 713.229.9343

Past due invoices are subject to a service charge in accordance with the terms of the contract



ESTABLISHED • 1926

ORIGINAL

REMIT TO:  
 RIDGWAY'S - DALLAS  
 P.O. BOX 740170  
 HOUSTON, TX 772740170  
 Phone: 713-830-3954  
 Fax: (713) 779-6065  
 TaxId: 74-603-6592

INVOICE NUMBER

71-004976

Order: Summary  
 Date: 11/10/03  
 Time: 5:54PM

BILL TO:

GENSLER, M ARTHUR JR  
 700 MILAM SUITE 400  
 HOUSTON, TX 77002

32723

SHIP TO:

GENSLER - FM  
 5430 LBJ FREEWAY #400  
 2 LINCOLN CENTER  
 DALLAS, TX 75240  
 Phone: (214)273-1591

ATTN: ACCOUNTS PAYABLE

Project Number  
 27.3053.060

Salesman  
 CHRISTI MAGEE

ITEM NUMBER	DESCRIPTION	UOM	QUANTITY		UNIT PRICE	EXTENSION
			SHIPPED	BACKLOG ADDRESS		
484-4	DIGITAL COLOR COPY 1ST 8.5X11	EA	5		1.00	5.00



GROSS AMOUNT      TAX%      TAX AMOUNT      FREIGHT CHARGES

**TOTAL AMOUNT DUE**

5.00

8.2500

0.41

\$5.41

RECEIVED IN GOOD CONDITION





ESTABLISHED • 1926

ORIGINAL

REMIT TO:  
 RIDGWAY'S - DALLAS  
 P.O. BOX 740170  
 HOUSTON, TX 772740170  
 Phone: (214) 631-2800  
 Fax: (713) 782-2862  
 TaxId: 74-603-6592

INVOICE NUMBER

Invoice #: 10-005044

Order: Summary  
 Date: 11/10/2003  
 Time: 6:22PM

BILL TO:

GENSLER, M ARTHUR JR  
 700 MILAM SUITE 400  
 HOUSTON TX 77002

32723

SHIP TO:

GENSLER - BRANCH  
 5430 LBJ FREEWAY # 400  
 2 LINCOLN CENTER  
 DALLAS TX 75240  
 Phone: (214)273-1591

ATTN: ACCOUNTS PAYABLE

Project Number  
 273053000

Salesman  
 CHRISTI MAGEE

INVOICE

TERMS: Net 30 Days

ITEM NUMBER	DESCRIPTION	UOM	QUANTITY		UNIT PRICE	EXTENSION
			SHIPPED	ORDER		
4924	SCAN TO PRINT - 1ST PRINT	SF	12		8.00	96.00
9914	DELIVERY CHARGE	EA	1		0.00	0.00



GROSS AMOUNT	TAX%	TAX AMOUNT	FREIGHT CHARGES	<b>TOTAL AMOUNT DUE</b>	\$103.92
96.00	8.2500	7.92			

RECEIVED IN GOOD CONDITION



ESTABLISHED • 1926

ORIGINAL

REMIT TO:  
 RIDGWAY'S - DALLAS  
 P.O. BOX 740170  
 HOUSTON, TX 772740170  
 Phone: 713-830-3954  
 Fax: (713) 779-6065  
 TaxId: 74-603-6592

INVOICE NUMBER  
 71-005045

Order: Summary  
 Date: 11/10/03  
 Time: 5:54PM

BILL TO:

GENSLER, M ARTHUR JR  
 700 MILAM SUITE 400  
 HOUSTON, TX 77002

SHIP TO:

32723

GENSLER - FM  
 5430 LBJ FREEWAY #400  
 2 LINCOLN CENTER  
 DALLAS, TX 75240  
 Phone: (214)273-1591

ATTN: ACCOUNTS PAYABLE

Project Number  
 273053000

Salesman  
 CHRISTI MAGEE

INVOICE

ITEM NUMBER	DESCRIPTION	UOM	QUANTITY		UNIT PRICE	EXTENSION
			SHIPPED	ORDERED		
250-0	COPIES 8.5X11 1-SIDED	CP	2		0.0700	0.14
484-4	DIGITAL COLOR COPY 1ST 8.5X11	EA	18		1.00	18.00
488-2	PRESENTATION BOND INKJET 1ST	SF	26		3.75	97.50



GROSS AMOUNT	TAX%	TAX AMOUNT	FREIGHT CHARGES	<b>TOTAL AMOUNT DUE</b>
115.64	8.2500	9.55		\$125.19

CEIVED IN GOOD CONDITION

**ON TIME COURIERS INC.**

2001 BRYAN ST  
 SUITE 2155  
 DALLAS, TX 75201  
 214-740-9999 / WWW.ONTIMECOURIERS.COM

**INVOICE**

<b>INVOICE NUMBER</b>	<b>PAGE</b>
41846	5 of 5
<b>CLIENT NUMBER</b>	<b>TERMS</b>
7237	
<b>INVOICE DATE</b>	
10/26/2003	
<b>INVOICE TOTAL</b>	
\$415.69	

Invoice Submitted To:

**GENSLER\***  
 5430 LBJ FRWY  
 #400  
 DALLAS, TX 75240  
 Attn:

Order Date / Number Caller / Time Service	Reference Billing Group		Pickup Address Pickup Contact / phone			Drop Off Address Drop Off Contact / phone			Recv'd By Date Time		Total
	Piece	Wait Time	Pounds	Miles	Insurance	Expense	Other1	Other2			

**27.2103.000**

Reference Number Sub-Total **\$22.88**

**27.2191.400**

10/23/03 246457W  
 ROBERT BROWN 04:13 PM  
 1 HR

GENSLER\*  
 5430 LBJ FRWY #400  
 DALLAS, TX 75240  
 RUSS RONCARTI 214-273-1500

MAPP CONSTRUCTION, INS.  
 1451 EMPIRE CENTRAL #500  
 DALLAS, TX 75247  
 STEVE FRENCH

POOLE  
 10/24/03  
 08:59 AM

27.2191.400

1	1	1	11.99	0			WRONG ADI				
\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$8.50	\$0.00			<b>\$27.74</b>

Reference Number Sub-Total **\$27.74**

**27.3001.000**

10/21/03 245022W  
 ROBERT BROWN 09:44 AM  
 1 HR

GENSLER\*  
 5430 LBJ FRWY #400  
 DALLAS, TX 75240  
 THOM SHELTON 214-273-1500

MAPP CONSTRUCTION, INS.  
 7929 BROOKRIVER DR #140  
 DALLAS, TX 75247  
 DAMION POURCIAU

ELIZABETH POOLE  
 10/21/03  
 10:40 AM

27.3001.000

1	1	1	12.49	0							
\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00			<b>\$19.72</b>

Reference Number Sub-Total **\$19.72**

**27.3053.000**

10/24/03 247033  
 ROBERT BROWN 03:51 PM  
 1 HR

CITY OF ADDISON  
 16801 WESTGROVE DR  
 DALLAS, TX 75248  
 LUKE

GENSLER\*  
 5430 LBJ FRWY #400  
 DALLAS, TX 75240  
 RENE LUSAR

LUKE  
 10/24/03  
 05:14 PM

27.3053.000

1	1	1	5.04	0							
\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00			<b>\$14.50</b>

Reference Number Sub-Total **\$14.50**

**272029000**

10/23/03 246138W  
 BRANDY 10:37 AM  
 3 HR

GENSLER\*  
 5430 LBJ FRWY #400  
 DALLAS, TX 75240  
 CINDY SIMPSON 214-273-1500

BAKER BOTTS  
 2001 ROSS AVE #700  
 DALLAS, TX 75201

JONES  
 10/23/03  
 12:43 PM

272029000

1	1	1	12.77	0							
\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00			<b>\$13.40</b>

Reference Number Sub-Total **\$13.40**

Invoice Total **\$415.69**

INVOICE

Gensler

DECEMBER 16, 2003  
INVOICE NO. 28837  
PROJECT NO. 27.3053.001

MR. STEVE CHUTCHIAN  
TOWN OF ADDISON  
POST OFFICE BOX 9010  
ADDISON, TX 75001-9010

FOR: ADDISON LIGHTING-ADDISON ROAD

PROFESSIONAL SERVICES FOR THE PERIOD ENDING NOVEMBER 29, 2003

FEE

PHASE	FEE	PCT COMPL	EARNED	PREVIOUS BILLING	CURRENT BILLING
PROGRAMMING	2,100.00	100.00	2,100.00	1,260.00	840.00
SCHEMATIC DESIGN	4,900.00	35.00	1,715.00		1,715.00
CONSTR. DOCUMENTS	7,000.00				
TOTALS	14,000.00		3,815.00	1,260.00	2,555.00

REIMBURSABLE EXPENSES

REPRODUCTION		4.16			
TOTAL REIMBURSABLES		4.16			4.16

TOTAL THIS INVOICE \$ 2,559.16

To remit by wire transfer:

Account Name: M. Arthur Gensler, Jr. & Assoc., Inc.  
Account Number: 14996-01877  
Bank Name: Bank of America / Transit Routing Number 121000358  
Bank Address: 345 Montgomery Street, San Francisco, California 94104  
(Please include invoice numbers on wire transfer.)

To Remit by Check:

Gensler Dallas  
P.O. Box 848279  
Dallas, Texas 75284-8279  
Tel: 713.228.8050  
Fax: 713.229.9343

Past due invoices are subject to a service charge in accordance with the terms of the contract



ESTABLISHED • 1926

ORIGINAL

REMIT TO:  
 RIDGWAY'S - DALLAS  
 P.O. BOX 740170  
 HOUSTON, TX 772740170  
 Phone: 713-830-3954  
 Fax: (713) 779-6065  
 TaxId: 74-603-6592

INVOICE NUMBER  
 71-005046

Order: Summary  
 Date: 11/10/03  
 Time: 5:54PM

BILL TO:

GENSLER, M ARTHUR JR  
 700 MILAM SUITE 400  
 HOUSTON, TX 77002

32723

SHIP TO:

GENSLER - FM  
 5430 LBJ FREEWAY #400  
 2 LINCOLN CENTER  
 DALLAS, TX 75240  
 Phone: (214)273-1591

ATTN: ACCOUNTS PAYABLE

Project Number  
 273053001

Salesman  
 CHRISTI MAGEE

INVOICE

ITEM NUMBER	DESCRIPTION	UOM	QUANTITY		UNIT PRICE	EXTENSION
			SHIPPED	BACK ORDERED		
250-0	COPIES 8.5X11 1-SIDED	CP	5		0.0700	0.35
484-4	DIGITAL COLOR COPY 1ST 8.5X11	EA	3		1.00	3.00



GROSS AMOUNT

TAX%

TAX AMOUNT

FREIGHT CHARGES

**TOTAL AMOUNT DUE**

3.35

8.2500

0.27

\$3.62

RECEIVED IN GOOD CONDITION

## Luke Jalbert

---

8 vehicle

34 peds  
170,000  
1ft candle

gensler

52 vehicular/ped combos

88 pedestrian

552,00  
7-8 foot candles

**AGENDA**  
**Town of Addison**  
**Lighting Standards**  
**14 October 2003**

---

- Overview of Initiatives
- Review of Standards Format
- Discussion of Current Fixtures
- Discussion of Proposed Fixtures
- Concepts for Addison Road
- Schedule Update
- Next Steps

meet w/ gensler  
on oct. 27th,  
2:00 P.M.  
AT THEIR OFFICE

LIGHT POLE COLORS? WHITE, BROWN?

\$ 29,000

August 29, 2003

Mr. Steve Chutchian  
Assistant City Engineer  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

Subject: **Agreement for Design Services**  
Town of Addison  
Lighting Planning

Dear Mr. Chutchian:

Please find attached, our revised proposals for development of Lighting Standards and lighting design for a portion of Arapaho Road. We have addressed most of the comments from your city attorney.

Attached are two copies of each proposal. Please indicate your acceptance and return all copies to Gensler. We are looking forward to commencing work on the projects. Should you have any questions, please contact me.

Best regards,



David Botello, AIA

DB:mm

Enclosure



Revised August 29, 2003

Mr. Steven Chutchian  
Assistant City Engineer  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

**Agreement for Design Services**  
For Town of Addison  
Arapaho Lighting Plan- Phase I

Dear Mr. Chutchian:

This Agreement is between the Town of Addison ("Client") and M. Arthur Gensler Jr. and Associates, Inc. ("Gensler") for design services.

**A. PROJECT**

---

**A.1 Project Description.** The project includes the layout and design of roadway and pedestrian lighting systems for the roadway segment of Addison Road between Belt Line to the south and Arapaho Road to the North (the Project). The Project will utilize the lighting standards (Lighting Standards) developed by Gensler and approved by the Town of Addison.

**A.2 Project Schedule.** Gensler will develop a Project Schedule of milestones for Client's review and approval. During design, Gensler and Client will monitor the Project for conformance with the Schedule, and Gensler will notify Client of any necessary changes in the Schedule. The following milestones are presently projected:

- |   |  |
|---|--|
| a) Commencement of Basic Services:        | Upon execution of contract                       |
| b) Completion of Lighting Plan Documents: | 15 days after approval of the Lighting Standards |

## **B. SCOPE OF SERVICES PROVIDED BY GENSLER**

---

Prior to initiation of services by Gensler, Client and Gensler will provide the names of their Project team members, including the primary contact person and the person authorized to make decisions.

**B.1 GENSLER'S BASIC SERVICES.** The Scope of Services shall be broken down into the following phases.

### **Phase One - Pre-Design**

**1. Pre-Design.** Gensler will review the Town of Addison's published lighting design criteria, utilizing the Arts and Events district as the current benchmark. Gensler and its consultant's will tour the project site(s) to observe and document existing conditions.

**2. Meeting(s).** Gensler shall attend one (1) pre-design meeting with the Client's Project Manager and a representative from each town department desiring input or review of the Project. The town's Project Manager shall coordinate the attendance; including coordinating the attendance of any outside agencies whose input is required. This meeting shall be to discuss the criteria which will be drivers for the Project which include:

- a) Illumination criteria,
- b) Systems concepts,
- c) Project costs/budget,
- d) Project Schedule,
- e) Fixture selection criteria,
- f) Lamping criteria,
- g) Maintenance criteria.

**3. Document review.** Gensler shall review existing drawings by HNTB (dated January 2002), BH&C (dated June 2002), Huitt Zolars (dated March 2003) and Sasaki (dated September 2002).

**4. Narrative.** Based on the pre-design meeting, and Gensler's review of the criteria, documents, and information described in paragraphs 1. ("Pre-Design") and 3. ("Document review") above and any other applicable or relevant information, Gensler shall prepare a written narrative outlining project

criteria, systems concepts, cost guidelines, schedule parameters, maintenance issues, and all other items listed in paragraph 2. ("Meetings") above that will influence the lighting plan for the Project. This narrative will be forwarded to Client's Project Manager for review and approval.

#### **Phase Two – Schematic Design**

Based on the Client's review and acceptance of the Phase One deliverables, Gensler shall proceed with Phase Two.

- 1. Schematic Lighting Layout.** Gensler shall prepare a schematic lighting layout indicating lighting fixture types and locations. This layout shall be prepared on background CAD drawings provided by the Client. Gensler will coordinate this work with Gensler's consultant's and the Client.
- 2. Schematic Sketch Details.** If required, by Client, Gensler shall prepare sketch details for any special lighting treatments. Special lighting treatments are defined as any non-street lighting required to illuminate existing objects in the public right-of-way.
- 3. Schematic Lighting Fixture Budget.** Gensler will in prepare a preliminary budget. This budget shall include costs for light poles, bases, fixtures, and lamps. This schematic budget shall include an allowance for contractors' and distributors' mark-up.
- 4. Presentation.** Gensler will participate in one (1) presentation meeting of the schematic design documents, as requested by Client.

#### **Phase Three – Final Design**

Based upon the Client's review and acceptance of the Phase Two deliverables, Gensler shall proceed to Phase Three.

- 1. Final Lighting Fixture Schedule.** Working with Gensler's consultants, Gensler shall prepare a final lighting fixture schedule denoting selected fixtures, descriptions, manufacturer's name, catalog number, lamping selection, wattage and similar information as required to describe each of the selected fixtures. This schedule will be incorporated into the Final Lighting Design Package.

**2. Final Lighting Layout.** Based on CAD base plans by others, provided by the Client, Gensler, with the assistance of its consultants, shall prepare a final design plan, indicating the locations, dimensions and types of all proposed light fixtures. This item does not include any circuiting or wiring diagrams, which are typically prepared by an electrical engineer. In the event that this service is requested, Gensler will recommend to the Client a qualified electrical engineer, who may provide this service as part of a separate contract between Client and the engineer as may be determined by Client.

**3. Final Details.** Gensler will prepare final details of the schematic details developed as part of the Phase Two work. These plans will include standard mounting details for typical conditions.

**4. Revised Final Budget.** Gensler shall, with the assistance of its consultants, revise the final budget for lighting equipment based on the approved revisions from the schematic design. This final budget shall include an allowance for contractors' and distributors' mark-up.

**5. Presentation.** Gensler will participate in one (1) presentation of the final Design documents. This meeting includes reviewing the deliverables outlined above.

**B.2 CAD FORMAT AND STANDARDS.** Gensler will use AutoCAD R14 and Gensler's CAD Standards. In the event the Client desires electronic files (CAD drawings) at the completion of the Project, Gensler shall transmit one set of electronic CAD files via CD Rom. These files will be transmitted after a Gensler CAD waiver has been executed by the Client and the final payment has been received by Gensler. The costs associated with the preparation of this data will be billed as an Additional Service on a time and materials basis.

**B.3 GENSLETER'S ADDITIONAL SERVICES.** Gensler will provide services beyond Basic Services ("Additional Services") if requested by Client and confirmed in writing by Gensler. Except to the extent that the following services are to be provided as a part of Gensler's services described above in Paragraph B.1 (Gensler's Basic Services), Additional Services include, but are not limited to:

- Preparation of renderings, models, animations or presentation materials, including PowerPoint presentations.
- Assistance with coordination of lighting fixture orders and/or deliveries from equipment vendors.
- Preparation of lamp life cycle costing study.
- Redesign resulting from scope changes or cost reduction after the Client's acceptance of Lighting Designer's documentation.
- Preparation of energy-use calculations and/or other submittals as required for energy code compliance and/or public utility rebate programs.
- Client requested revisions that are inconsistent with prior approvals or instructions.
- Any structural design or analysis.
- Mock-ups of any kind.
- Any activity relating to the bidding or implementation of the Lighting Master Plan.
- Site visits to lighting manufacturer's facilities as required to verify their products' conformance to the Lighting Designer's specifications and/or their ability to perform according to any other project requirements.
- Services of a mechanical or electrical engineer, or any other consultants.
- Site visits to similar existing installations for the purposes of examining or comparing the existing conditions to the proposed work.
- Meetings with local utility companies, or other outside agencies or engineering firms, or land owners.
- Participation in presentations to town boards, committees or city council.
- Dimensional field verification of existing conditions.
- Any activity relating to the FAA or airport operations.

**C. SCOPE OF SERVICES PROVIDED BY CLIENT**

---

**C.1 SERVICES PROVIDED BY CLIENT OR OTHERS.** The following services shall be provided by the Client:

- a) Presentations to town committees, boards or city council;
- b) Coordination/negotiation with outside agencies not brought into the Project by the town in Phase One;
- c) Project implementation.

**C.2 ITEMS TO BE PROVIDED BY CLIENT.** The following items shall be provided by the Client to Gensler:

- a) Civil engineering CAD files, accurately depicting all involved streets in AutoCAD R14 format. These files shall indicate right-of-way, curbs, drives, medians, all existing utilities, walks, ramps, plantings, power poles, light poles, signage (public and private), and street furniture (benches, waste receptacles, etc.). The town shall also secure and provide written authorization for Gensler to utilize these files as the basis of the work as related to this Project, unless the information provided under this subparagraph is not owned by the Town of Addison.
- b) A copy of the town's approved lighting standards for public streets, private developments and any other similar criteria that will impact this Project. This information will be provided to Gensler prior to the start of Phase Two. Gensler understands and recognizes that all items provided hereunder are owned by the Client, and that such items shall be used by Gensler solely in connection with the Project and for no other purpose.

**D. COMPENSATION**

---

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses shall be as described below.

**D.1 Basic Services.** Compensation for Basic Services shall be the lump sum of Fourteen Thousand Dollars (\$14,000.00), which shall be based on the following percentages:

• Phase One – Pre-Design	15%	\$ 2,100.00
• Phase Two – Schematic Design	35%	\$ 4,900.00
• Phase Three – Final Design	50%	\$ 7,000.00

**D.2 Additional Services.** Compensation for Additional Services (if not agreed upon as a lump sum amount) shall be based on Exhibit A, Gensler's Standard Hourly Billing Rates.

**D.3 Reimbursable Expenses.** Compensation for Reimbursable Expenses incurred by Gensler in connection with the Project shall be based on amounts invoiced to Gensler, plus fifteen percent (15%). Reimbursable expenses are costs incurred on behalf of the project and may include the following; plan reproductions, copies, courier services, long distance telephone charges, mileage, photography and facsimile.

**D.4 Consultants.** In the event Gensler is requested by Client to engage outside consultants, other than the lighting consultant, the consultants will be retained as an Additional Service and the consultant fees shall be compensated based on amounts invoiced to Gensler, plus fifteen percent (15%).

In the event that Gensler's scope of services is increased as a result of retaining a consultant(s), Gensler shall notify the town's Project Manager of a change of scope and shall request additional fee for the increased scope.

**D.5 Progress Payments.** Progress payments shall be made monthly after the submission of an invoice by Gensler, which invoice shall be submitted on or before the 10<sup>th</sup> day of each month. Where Gensler's fee is based on a lump sum, progress payments for Basic Services shall be based on the percentage of services provided during the previous month.

Client shall not be obligated to make payment to Gensler hereunder if:

- a) Gensler is in breach or material default of any of its obligations under this Agreement (and payment may be withheld to the extent of any such default); provided that Gensler has failed to cure such breach or default, or to have taken reasonable steps to do so, following receipt of written default notice from Client.
- b) Any part of such payment is attributable to any services of Gensler which are deficiently performed in contravention to this Agreement.
- c) Gensler has failed to make payment promptly to consultants or other third parties used by Gensler in connection with Gensler's services hereunder for which the Client has made payment to Gensler.

**E. AGREEMENT AND ACCEPTANCE**

---

**E.1 Agreement.** This Agreement is comprised of and incorporates the following documents, in order of precedence:

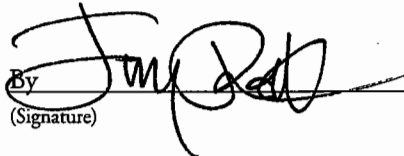
- a) Amendments and modifications to this Agreement signed by both parties;
- b) This Letter of Agreement;
- c) The attached Standard Terms and Conditions (STC);
- d) Exhibit A, Standard Hourly Rate Schedule.

Where a portion of one document is amended by another of higher precedence, all unmodified portions shall remain in effect.

**E.2 Effective Date.** The effective date of this Agreement is August 29, 2003.

**By Gensler**

Judy Pesek, IIDA

By   
(Signature)

Vice President/Managing Director

(Title)


(Date)

Aug 29, 03

**By Client**

Michael E. Murphy

(Printed Name of Signatory)

By   
(Signature)

DIRECTOR

(Title)

9/4/03

(Date)

**STATEMENT OF CERTIFICATION.** The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.



Revised August 29, 2003

Mr. Steven Chutchian  
Assistant City Engineer  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

**Agreement for Design Services**

For Town of Addison  
Roadway and Pedestrian Lighting Standards

Dear Mr. Chutchian:

This Agreement is between the Town of Addison ("Client") and M. Arthur Gensler Jr. and Associates, Inc. ("Gensler") for design services.

**A. PROJECT**

---

**A.1 Project Description.** The project includes development of an Exterior Lighting Standards for the Town of Addison for the public right-of-ways. This development would include both roadway and pedestrian level lighting standards that would be incorporated in future phases of design and construction.

**A.2 Project Schedule.** Gensler will develop a Project Schedule of milestones for Client's review and approval. During design, Gensler and Client will monitor the Project for conformance with the Schedule, and Gensler will notify Client of any necessary changes in the Schedule. The following milestones are presently projected:

- |                                      |  |
|--------------------------------------|--|
| a) Commencement of Basic Services:   | Upon execution of contract               |
| b) Completion of Lighting Standards: | Approximately 20 days after Commencement |

## **B. SCOPE OF SERVICES PROVIDED BY GENSLER**

---

Prior to initiation of services by Gensler, Client and Gensler will provide the names of their Project team members, including the primary contact person and the person authorized to make decisions.

**B.1 GENSLER'S BASIC SERVICES.** The Scope of Work shall be broken down into the following phases.

### **Phase One - Pre-Design**

**1. Pre-Design.** Gensler will review the Town of Addison's published lighting design criteria, to be supplied by the Client, Client's Project Schedule, and will tour the existing conditions.

**2. Meeting(s).** Gensler shall attend one (1) meeting with the Client's Project Manager and a representative from each town department desiring input or review of the Project. The town's Project Manager shall coordinate the attendance; including coordinating the attendance of any outside agencies whose input is required. This meeting shall be to discuss the criteria which will be drivers for the Project which include:

- a) Illumination criteria,
- b) Systems concepts,
- c) Project costs/budget,
- d) Project Schedule,
- e) Fixture selection criteria,
- f) Lamping criteria,
- g) Maintenance criteria.

**3. Document review.** Gensler shall review existing drawings by HNTB (dated January 2002), BH&C (dated June 2002), and Sasaki (dated September 2002).

**4. Narrative.** Based on the pre-design meeting, and Gensler's review of the criteria, documents, and information described in paragraphs 1. ("Pre-Design") and 3. ("Document review") above and any other applicable or relevant information, Gensler shall prepare a written narrative outlining project criteria, systems concepts, cost guidelines, schedule parameters, maintenance issues, and all other

items listed in paragraph 2. ("Meetings") above that will influence the lighting plan for the Project. This narrative will be forwarded to Client's Project Manager for review and approval.

### **Phase Two – Schematic Design**

Based on the Client's review and acceptance of the Phase One deliverables, Gensler shall proceed to Phase Two.

- 1. Schematic Lighting Fixture Selection.** Gensler shall prepare a lighting schedule supplemented by catalogue cutsheets and specifications provided by the lighting Manufacturer's Representative. Manufacturer's Representative throughout this project shall be Mark Healy of Architectural Lighting Associates, Inc.
- 2. Schematic Lighting Layout.** Gensler shall prepare schematic lighting layouts indicating fixture types and locations. Plan layouts will address typical roadways, medians, intersections and special event areas. This layout shall be prepared on background CAD drawings provided by the Client. Gensler will coordinate this work with the Client and Architectural Lighting Associates, Inc., Gensler's consultant.
- 3. Schematic Sketch Details.** If required, Gensler shall prepare sketch details for any special lighting treatments. Special lighting treatments are defined as any non-street lighting required to illuminate existing objects in the public right-of-way.
- 4. Schematic Lighting Fixture Budget.** Gensler will prepare a preliminary budget. This budget shall include costs for light poles, bases, fixtures, and lamps. This schematic mark-up shall include a budget allowance for contractors' and distributors' mark-up.
- 5. Presentation.** Gensler will participate in one (1) presentation meeting of the schematic design documents, as requested by Client.

### **Phase Three – Final Design**

Based upon the Client's review and acceptance of the Phase Two deliverables, Gensler shall proceed to Phase Three.

**1. Final Lighting Standards.** Gensler shall prepare a final lighting standards manual denoting selected fixtures, descriptions, manufacturer's name, catalog number, lamping selection, wattage and maintenance criteria as required to describe each of the selected fixtures. This information will be compiled in booklet form and shall include manufacturer's cutsheets provided by the lighting representatives.

Plans will include diagrams for standard spacing and mounting details for typical conditions. Plan layouts will address application for typical roadways, medians, intersections and special event areas.

**2. Revised Final Budget.** Gensler shall, with the assistance of its consultants, revise the final budget for lighting equipment based on the approved revisions from the schematic design. This budget shall include an allowance for contractors' and distributors' mark-up.

**3. Presentation.** Gensler will participate in one (1) presentation of the final Design documents. This meeting includes reviewing the deliverables outlined above.

**B.2 GENSLER'S ADDITIONAL SERVICES.** Gensler will provide services beyond Basic Services ("Additional Services") if requested by Client and confirmed in writing by Gensler. Additional Services include, but are not limited to:

- Preparation of renderings models, animations or presentation materials, including PowerPoint presentations.
- Assistance with coordination of lighting fixture orders and/or deliveries from equipment vendors.
- Preparation of lamp life cycle costing study.
- Redesign resulting from scope changes or cost reduction after the Client's acceptance of Lighting Designer's documentation.
- Preparation of energy-use calculations and/or other submittals as required for energy code compliance and/or public utility rebate programs.
- Client requested revisions that are inconsistent with prior approvals or instructions.
- Any structural design or analysis.
- Mock-ups of any kind.

- Any activity relating to the bidding or implementation of the Lighting Master Plan.
- Site visits to lighting manufacturer's facilities as required to verify their products' conformance to the Lighting Designer's specifications and/or their ability to perform according to any other project requirements.
- Services of a mechanical or electrical engineer, or any other consultants.
- Site visits to similar existing installations for the purposes of examining or comparing the existing conditions to the proposed work.
- Meetings with local utility companies, or other outside agencies or engineering firms, or land owners.
- Participation in presentations to town boards, committees or city council.
- Dimensional field verification of existing conditions.
- Any activity relating to the FAA or airport operations.

**C. SCOPE OF SERVICES PROVIDED BY CLIENT**

---

**C.1 SERVICES PROVIDED BY CLIENT OR OTHERS.** The following services shall be provided by the Client:

- a) Presentations to town committees, boards or city council;
- b) Coordination/negotiation with outside agencies not brought into the Project by the Town in Phase One;
- c) Project implementation.

**C.2 ITEMS TO BE PROVIDED BY CLIENT.** The following items shall be provided by the Client to Gensler:

- a) Civil engineering CAD files, accurately depicting all involved streets in AutoCAD R14 format. These files shall indicate right-of-way, curbs, drives, medians, all existing utilities, walks, ramps, plantings, power poles, light poles, signage (public and private), and street furniture (benches, waste receptacles, etc.). The town shall also secure and provide written authorization for Gensler to utilize these files as the basis of the work as related to this Project, unless the information provided under this subparagraph is not owned by the Town of Addison.

- b) A copy of the town's approved lighting standards for public streets, private developments and any other similar criteria that will impact this Project. This information will be provided to Gensler prior to the start of Phase Two. Gensler understands and recognizes that all items provided hereunder are owned by the Client, and that such items shall be used by Gensler solely in connection with the Project and for no other purpose.

#### **D. COMPENSATION**

---

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses shall be as described below.

**D.1 Basic Services.** Compensation for Basic Services shall be the lump sum of Ten Thousand Dollars (\$10,000.00), which shall be based on the following percentages:

• Phase One – Pre-Design	15%	\$ 1,500.00
• Phase Two – Schematic Design	35%	\$ 3,500.00
• Phase Three – Final Design	50%	\$ 5,000.00

**D.2 Additional Services.** Compensation for Additional Services (if not agreed upon as a lump sum amount) shall be based on Exhibit A, Gensler's Standard Hourly Billing Rates.

**D.3 Reimbursable Expenses.** Compensation for Reimbursable Expenses incurred by Gensler in connection with the Project shall be based on amounts invoiced to Gensler, plus fifteen percent (15%). Reimbursable expenses are costs incurred on behalf of the project and may include the following; plan reproductions, copies, courier services, long distance telephone charges, mileage, photography and facsimile.

**D.4 Consultants.** In the event Gensler is requested to engage outside consultants, (other than the lighting consultant, the consultants will be retained as an Additional Service and the consultant fees shall be compensated based on amounts invoiced to Gensler, plus fifteen percent (15%).

In the event that Gensler's scope of services is increased as a result of retaining a consultant(s), Gensler shall notify the town's Project Manager of a change of scope and shall request additional fee for the increased scope.

**D.5 Progress Payments.** Progress payments shall be made monthly after the submission of an invoice by Gensler, which invoice shall be submitted on or before the 10<sup>th</sup> day of each month. Where Gensler's fee is based on a lump sum, progress payments for Basic Services shall be based on the percentage of services provided during the previous month.

Client shall not be obligated to make payment to Gensler hereunder if:

- a) Gensler is in breach or material default of any of its obligations under this Agreement (and payment may be withheld to the extent of any such default); provided that Gensler has failed to cure such breach or default, or to have taken reasonable steps to do so, following receipt of written default notice from Client.
- b) Any part of such payment is attributable to any services of Gensler which are deficiently performed in contravention to this Agreement.
- c) Gensler has failed to make payment promptly to consultants or other third parties used by Gensler in connection with Gensler's services hereunder for which the Client has made payment to Gensler.

#### **E. AGREEMENT AND ACCEPTANCE**

---

**E.1 Agreement.** This Agreement is comprised of and incorporates the following documents, in order of precedence:

- a) Amendments and modifications signed by both parties;
- b) This Letter of Agreement;
- c) The attached Standard Terms and Conditions (STC).

Where a portion of one document is amended by another of higher precedence, all unmodified portions shall remain in effect.

Agreement for Architectural Services  
Town of Addison  
Roadway and Pedestrian Lighting Standards  
Revised August 29, 2003  
Page 8

**E.2 Effective Date.** The effective date of this Agreement is August 29, 2003.

**By Gensler**

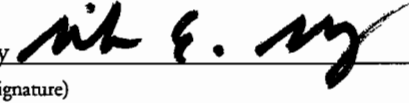
Judy Pesek, IIDA \_\_\_\_\_

By  \_\_\_\_\_  
(Signature)

Vice President/Managing Director Aug 29, 03  
(Title) (Date)

**By Client**

Michael E. Murphy  
\_\_\_\_\_  
(Printed Name of Signatory)

By  \_\_\_\_\_  
(Signature)

DIRECTOR 9/9/03  
(Title) (Date)

**STATEMENT OF CERTIFICATION.** The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.



STANDARD TERMS AND CONDITIONS  
OF THE AGREEMENT BETWEEN CLIENT AND ARCHITECT  
FOR ARCHITECTURAL / INTERIORS SERVICES (STC)

Article 1- Definitions and General Provisions

1.1 Parties; Work. "Architect" means M. Arthur Gensler Jr. and Associates, Inc. "Client" means the Town of Addison, Texas. "Work" means the work to be performed by a general contractor using the Documents and Data.

1.2 Project Budget. The Project Budget includes the construction budget, furniture, furnishings, equipment costs, and cost of all goods and services to be furnished by Client, Contractor, and any of Contractor's subcontractors or consultants, and contingency allowances.

1.3 Days or Time. Time periods refer to calendar days, unless otherwise stated.

Article 2 – Architect's Services

2.1 The Architect's services consist of those services preformed by the Architect, Architect's directors, officers, and employees, and Architect's consultants. Architect's services shall be performed as expeditiously as is consistent with professional skill and care. Architect represents and warrants that Architect is authorized to engage in the practice of architecture in the State of Texas and that any necessary licenses, permits or other authorization to practice architecture and to provide the services set forth herein have been heretofore acquired as required by law, rule or regulation. Notwithstanding anything herein to the contrary, Architect and Client agree and acknowledge that Architect is entering into this Agreement in reliance on Architect's professional abilities with respect to performing the services set forth herein. Architect's services shall be performed in a manner consistent with professional skill and care in accordance with the professional standards of architecture prevailing in the Dallas-Fort Worth metroplex area. Architect shall perform its services in accordance with all laws, regulations, and rules in accordance with the standard of care set forth herein.

2.2 Limitations of Construction Responsibilities. Architect shall not have control over, or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.

### Article 3 – Client's Responsibilities

3.1 Information. Client shall provide full information regarding the requirements for the Project.

3.2 Legal and Financial Information. Client shall furnish Architect with: (a) a legal description of the property (Architect acknowledges that Architect has already received such legal description from Client); (b) the name and address of the property owner where the Work will be performed (Architect acknowledges that Architect has already received such legal description from Client); and (c) the name and address of any construction lender(s).

3.3 Surveys. Client shall furnish surveys fully describing physical characteristics, legal limitations, and utility locations for the Project site, to the extent Client possesses such surveys as of the date of signing of this Agreement or Architect deems such surveys are reasonably necessary for the Project.

3.4 Existing or Base Building Information. Upon Architect's reasonable request, if deemed necessary for the Project, Client shall provide information, drawings, specifications, and other documents that describe the existing utility services, site conditions, build-out and base building construction, and systems in or with which the Project is to be located or integrated.

3.5 Client's Consultants. When requested by Architect (if such services are not retained by Architect under this Agreement), or required by governmental authorities having jurisdiction over the Project, Client shall furnish the services of geotechnical, civil, and environmental engineers and any other services required by the scope of the Project.

3.6 Tests. Client shall furnish structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over the Project, or reasonably requested by Architect and agreed to by Client.

3.7 Legal, Accounting and Insurance Services. Client shall furnish all legal, accounting, and insurance counseling services as may be necessary for the Project as determined by Client.

3.8 Client's Services and Information. Architect shall be entitled to rely upon the accuracy and completeness of the services, information, surveys, and reports provided by Client and described in this Article 3. The Architect shall promptly call to Client's attention any errors in such documentation of which the Architect becomes aware.

#### Article 4 – Construction Cost

4.1 Construction Cost. The Construction Cost shall be the total cost or estimated cost to Client of all Project elements designed or specified by Architect.

4.2 Estimates. Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's Project Budget or from any cost estimate or evaluation prepared or reviewed by Architect.

4.3 Fixed Limit. No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal, or establishment of a Project Budget.

#### Article 5 –Architect's Documents and Data

5.1 The Drawings, Specifications, and other documents (collectively "Documents") and any computer tapes, disks, electronic data, or CAD files (collectively "Data") prepared by Architect in connection with or under this Agreement shall, upon the condition precedent of payment to Architect of undisputed amounts to which it is entitled hereunder as of the date of termination or expiration of the Agreement, become the property of Client for Client's exclusive use in connection with ownership, occupancy, repair and maintenance, and/or completion of the Project, without further compensation to Architect, and all intellectual property rights in connection with the same (whether copyright or otherwise) shall be transferred and assigned by Architect to Client. Client shall have the right to use the Documents and Data for the purpose for which they were created, including but not limited to, on other projects as Client may deem appropriate.

5.2 Upon completion of Architect's services and payment of all amounts due Architect, Architect may retain copies or reproduces of the Documents and/or Data for archival information in connection with its involvement in the Project, but not for further use for any purpose whatsoever except upon receiving written permission from Client.

5.3 If Client should modify or alter the Documents and Data without the professional involvement or authorization of Architect, or use them for other than their intended purpose, Client does so at its own risk, and Client agrees to indemnify and hold Architect harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, accruing or resulting to any persons, firms, or other legal entities, on account of any damages or losses to property or persons, including death, arising out of such alteration, modification or use of the Documents and/or Data to the extent that Client would otherwise be legally liable for such damages or losses; provided, however, that this indemnity and hold harmless is given by Client subject to and without waiving any defenses or any immunity available to Client, and further is given subject to and shall not exceed the monetary limitations of damages set forth in the Texas Tort Claims Act (Chapter 101, Tex. Civ. Prac. & Rem. Code, as amended) or any successor statute thereto.

Notwithstanding Client's approval of any of the Documents and Data or any other materials or work prepared by Architect, such Documents, Data and other materials and work shall be sufficient and adequate for construction of the Project and shall be satisfactory to the Client. Approval by Client of any of Architect's Documents and Data or other work pursuant to this Agreement shall not constitute nor be deemed a release of the responsibility and liability of Architect, its officers, employees, subcontractors, agents and consultants for the accuracy and competency of the same, nor shall such approval be deemed to be an assumption of or an indemnification for such responsibility or liability by Client for any defect, error or omission in such Documents, Data, or other materials and work, it being understood that Client at all times is ultimately relying on Architect's skill and knowledge in preparing the same.

5.4 Architect shall promptly correct any defective designs or specifications furnished by Architect at no cost to Client. Client's approval, acceptance, use of or payment for all or any part of Architect's services hereunder shall in no way alter Architect's obligations or Client's rights hereunder.

## Article 6 – Claims and Disputes; Indemnification; Insurance

6.1 Mediation. Claims, disputes, or other matters in question between the parties which cannot be resolved by the parties shall be subject to nonbinding mediation under the auspices of a recognized professional mediation service prior to undertaking any legal action. The cost of the mediation service shall be borne equally by the parties. By mutual agreement the parties may postpone mediation until each has completed some specified but limited discovery about the dispute. Any nonbinding dispute resolution process conducted under this Agreement shall be confidential as provided by law. If neither a negotiated settlement or mediated resolution is obtained within a reasonable period of time, either party hereto parties may pursue any available legal or equitable remedy.

6.2 Indemnification. Architect agrees to and shall defend, indemnify and hold Client, its officials, officers, and employees harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent, grossly negligent, or intentionally wrongful acts, errors, or omissions of Architect, its officers, employees, agents, engineers, consultants, contractors, subcontractors, or any person or entity for whom Architect may be legally liable, under, in connection with, or in the performance of, this Agreement. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

6.3 Insurance. In connection with this Agreement, Architect shall provide and maintain in full force and effect during the term of this Agreement:

- (i) Workers' compensation and employer's liability insurance for the protection of Architect's employees, to the extent required by the law of the State of Texas;
- (ii) Commercial general liability insurance with limits not less than One Million and No/100 Dollars \$1,000,000.00 each occurrence combined single limit bodily injury and property damage, including contractual liability (covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement), personal injury, broadform property damage, products and completed operations coverage (and if such commercial general liability insurance contains a general aggregate limit, it shall apply separately to the Services under this Agreement);
- (iii) Comprehensive automobile liability insurance with limits not less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence combined single limit bodily injury and property damage, including owned, non-owned and hired auto coverage, as applicable; and a
- (iv) Professional Liability Insurance to protect from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than Two Million and No/100 Dollars (\$2,000,000.00) per claim and aggregate. This coverage must be maintained for at least two (2) years after the project contemplated herein is completed. If coverage is written on a claims-made basis, the retroactive date must not be later than the inception date of this Agreement.

All such policies of insurance (a) shall be issued by insurance companies reasonably acceptable to Client, (b) except for professional liability insurance, shall name (by endorsement) the Town of Addison, Texas as an additional insured, (c) shall in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, (d) shall contain a waiver of subrogation endorsement in favor of the Town of Addison, Texas, (e) may maintain reasonable and customary deductibles, (which shall not exceed \$250,000.00), and (f) shall provide for at least thirty (30) days written notice to the Town of Addison, Texas prior to cancellation, non-renewal or reduction of the required coverage limits or changes in any deductible. Certificates of insurance (together with the endorsement naming the Town of Addison, Texas as an additional insured), satisfactory to Client, evidencing all coverage above, shall be promptly delivered to Town and updated as may be appropriate.

## Article 7 – Termination

7.1 Termination by Either Party. This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially (through no fault of the party initiating the termination) to perform in accordance or to comply with the terms of this Agreement.

7.2 Failure to Make Payments. Client's failure to make payments to Architect in accordance with this Agreement shall constitute substantial nonperformance and cause for termination or suspension in accordance with paragraph 7.1 hereof.

7.3 Compensation Upon Termination. In the event of termination, Architect shall be compensated for services properly performed prior to termination, together with Reimbursable Expenses then due, and Termination Expenses, which shall be defined as Architect's expenses directly attributable to termination. If Client has compensated Architect for work not yet performed, Architect shall promptly return such compensation to Client in the event of such termination. In the event of such termination and upon payment to Architect for the work properly performed by Architect to the date of such termination, Architect shall deliver to Client all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items, in whatever form or format, prepared by Architect in connection with this Agreement and the Project.

7.4 In addition to the above, this Agreement may be terminated by Client upon not less than seven (7) days written notice to Architect in the event that the Project is abandoned by Client, in Client's sole discretion. In the event Client suspends or delays Architect's services hereunder, Client shall give written notice of such suspension or delay to Architect, and Architect shall cease all work and labor being performed under this Agreement immediately upon receipt of said notice. In the event this Agreement is terminated, Architect shall invoice Client for all work properly completed and shall be compensated in accordance with the terms of this Agreement for all such work accomplished prior to the receipt of said notice. In the event of termination of this Agreement for any reason, no amount shall be due for lost or anticipated profits.

## Article 8 – Payments to Architect

8.1 Hourly Rates. Where services are to be compensated on an hourly basis, compensation shall be based on the flat hourly rates set forth in Architect's and Architect's consultants' standard rate schedules, which shall not be adjusted during the term of this Agreement.

8.2 Reimbursable Expenses. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include actual expenses incurred by Architect and Architect's consultants in the interest of the Project, including, but not limited to the following:

- (a) Electronic facsimile transmissions, reproduction, shipping, and delivery of documents and other materials.
- (b) Tolls, cab fares, and parking.
- (c) Renderings, models, computer modeling, mock-ups, and photography requested by Client.
- (d) Sales taxes and other transactional taxes, and fees paid for securing approval of authorities having jurisdiction over the Project.
- (e) Client-authorized (in writing) out-of-town travel, including travel time, out-of-town living expenses, and long-distance communications.

(f) Additional insurance coverage or limits requested by Client in excess of that normally provided by Architect and Architect's consultants.

8.3 Progress Payments. Progress payments for work properly performed for Basic and Additional Services and Reimbursable Expenses shall be due and payable within thirty (30) days after receipt of Architect's invoices. Each such invoice shall include (i) a detailed description of the work performed for the month preceding the date of the invoice, (ii) detailed time reports for that month for all Architect personnel who work under this Agreement, (iii) an itemized statement of any reimbursable costs and expenses incurred; (iv) true and correct copies of any and all receipts, invoices, and other documents and materials in support of the invoice, and (v) any such additional documents or materials as the Client may request in connection with the statement and/or the compensation paid to Architect. Amounts unpaid more than thirty (30) days after the receipt date of Architect's invoice by Client shall be assessed a service charge of one percent (1%) per month.

8.4 Time Extensions. This Agreement anticipates that Architect's services will proceed continuously in accordance with the Project schedule. If, and to the extent that, time limits set forth in the original schedule are extended more than sixty (60) days beyond the dates established through no fault of Architect, Architect's compensation shall be equitably adjusted as agreed upon between the parties.

8.5 Change in Project Scope. If portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions.

#### Article 9 – Miscellaneous Provisions

9.1 Governing Law; Venue. In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

9.2 Successors and Assigns. Neither party shall and shall have no power to assign, transfer, subcontract, or otherwise convey this Agreement or any part hereof (including any rights, duties, obligations, or responsibilities hereunder) (and any such assignment, transfer, subcontract, or other conveyance shall be deemed a substantial failure to perform in accordance or to comply with this Agreement) or any right or cause of action arising out of this Agreement or the performance of obligations hereunder without the written consent of the other party.

9.3 Entire Agreement. This Agreement represents the entire and integrated agreement between Client and Architect and supersedes all prior negotiations, representations, or agreements.

9.4 Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, grant any rights to, or a cause of action in favor of, any third party.

9.5 Professional Credits. With the prior written approval of Client, Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among Architect's professional materials, including, but not limited to, promotional materials, professional publications, and competition submissions.

9.6 Latent Conditions. In the event that the Project includes any remodeling, alteration, or rehabilitation work, Client acknowledges that certain design and technical decisions shall be made on assumptions based on available documents and visual observations of existing conditions.

9.7 Areas and Measurements. Areas and measurements provided by Architect are derived from drawing dimensions or field measurements and are not intended to be used as the basis for calculating rent or for other similar purposes.

9.8 Hazardous Materials. Client acknowledges that Architect has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances. Architect shall report to Client the location of any hazardous material that Architect observes.

9.9 Design/Build by Contractor. Architect and its consultants shall have no responsibility for the design, technical adequacy or accuracy, installation, or performance of any Design/Build portions of the Project.

9.10 Separate Consultants. Architect's coordination of its services with Client and with Contractor's subcontractors or consultants shall be limited to that necessary for consistency of Architect's documents with those of such subcontractors or consultants.

9.11 Survival. Any rights, remedies, or obligations either party may have with respect to the other arising out of the performance of services during the term of this Agreement, and all provisions of this Agreement allocating responsibility or liability between Architect and Client, shall survive the cancellation, expiration or termination of this Agreement.

9.12 Notice. Notices from one party to another shall be personally delivered or sent by United States mail certified, or registered, return receipt requested, postage prepaid, to the addresses stated in this paragraph:

To Architect:

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
Dallas, Texas 75240

To Client:

5300 Belt Line Road  
Dallas, Texas 75254  
Attn: Director of Public Works

All notices required to be given in writing by one party or the other shall be considered as having been given to the addressee (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box. The addresses and addressees for the purpose hereof may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

9.13 Authority. The officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

9.14 Severability. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect.

## EXHIBIT A – HOURLY RATES FOR ADDITIONAL SERVICES

The following are the flat hourly billing rates for the professionals available to work on your project. If necessary, additional staff may be required during the various phases of your project. These billing rates include salary cost, benefits, overhead and profit.



**Steve Chutchian**

---

**To:** david\_botello@gensler.com  
**Subject:** Consultant contacts-Lighting Study

David:

The following is a list of contacts for each roadway project associated with the lighting study:

Arapaho Rd., Phase III

Jerry Holder, P.E.  
HNTB Corporation  
972-628-3159

Addison Road Widening

John Birkhoff, P.E.  
Birkhoff, Hendricks, & Conway, LLP  
214-361-7900

Spectrum Drive Extension

David Meyers, P.E.  
214-871-3311

If you have any questions, or need additional information, please let me know. Thanks.

Steve Chutchian

**Town of Addison**  
Lighting Planning

**Project Schedule**

ID	Task Name	Duration	Start	Finish	September				October				November				December				
					8/24	8/31	9/7	9/14	9/21	9/28	10/5	10/12	10/19	10/26	11/2	11/9	11/16	11/23	11/30	12/7	12/14
1																					
2	<b>Lighting Standards</b>	23 days	Wed 9/10/03	Fri 10/10/03																	
3	Pre-Design	3 days	Wed 9/10/03	Fri 9/12/03																	
4	Standards Design Development	10 days	Mon 9/15/03	Fri 9/26/03																	
5	Preliminary Standards Presentation	0 days	Mon 9/29/03	Mon 9/29/03																	
6	Final Standards	8 days	Tue 9/30/03	Thu 10/9/03																	
7	Coordinate Engineering Requiremen	5 days	Fri 10/3/03	Thu 10/9/03																	
8	Presentation & Approval	0 days	Fri 10/10/03	Fri 10/10/03																	
9	<b>Arapaho Lighting Plan</b>	40 days	Mon 10/13/03	Mon 12/8/03																	
10	Pre-Design	3 days	Mon 10/13/03	Wed 10/15/03																	
11	Schematic Development	7 days	Wed 10/15/03	Thu 10/23/03																	
12	Schematic Presentation	0 days	Fri 10/24/03	Fri 10/24/03																	
13	Final Plans & Budget	10 days	Mon 10/27/03	Fri 11/7/03																	
14	Plan Review & Approval	0 days	Fri 11/7/03	Fri 11/7/03																	
15	Issue to Engineer	0 days	Mon 11/10/03	Mon 11/10/03																	
16	Engineering	10 days	Mon 11/10/03	Fri 11/21/03																	
17	Issue Bid Package	0 days	Mon 11/24/03	Mon 11/24/03																	
18	Bidding	10 days	Mon 11/24/03	Fri 12/5/03																	
19	Award Contract	0 days	Mon 12/8/03	Mon 12/8/03																	

Town of Addison  
Lighting Planning

Project Schedule

ID	Task Name	Duration	Start	Finish	September				October				November				December						
					8/24	8/31	9/7	9/14	9/21	9/28	10/5	10/12	10/19	10/26	11/2	11/9	11/16	11/23	11/30	12/7	12/14		
1																							
2	Lighting Standards	23 days	Wed 9/10/03	Fri 10/10/03			[Bar from 9/14 to 10/5]																
3	Pre-Design	3 days	Wed 9/10/03	Fri 9/12/03			[Bar from 9/10 to 9/12]																
4	Standards Design Development	10 days	Mon 9/15/03	Fri 9/26/03			[Bar from 9/15 to 9/26]																
5	Preliminary Standards Presentation	0 days	Mon 9/29/03	Mon 9/29/03						◆ 9/29													
6	Final Standards	8 days	Tue 9/30/03	Thu 10/9/03						[Bar from 9/30 to 10/6]													
7	Coordinate Engineering Requiremen	5 days	Fri 10/3/03	Thu 10/9/03							[Bar from 10/3 to 10/8]												
8	Presentation & Approval	0 days	Fri 10/10/03	Fri 10/10/03							◆ 10/10												
9	Arapaho Lighting Plan	40 days	Mon 10/13/03	Mon 12/8/03							[Bar from 10/13 to 12/8]												
10	Pre-Design	3 days	Mon 10/13/03	Wed 10/15/03							[Bar from 10/13 to 10/15]												
11	Schematic Development	7 days	Wed 10/15/03	Thu 10/23/03							[Bar from 10/15 to 10/22]												
12	Schematic Presentation	0 days	Fri 10/24/03	Fri 10/24/03									◆ 10/24										
13	Final Plans & Budget	10 days	Mon 10/27/03	Fri 11/7/03									[Bar from 10/27 to 11/6]										
14	Plan Review & Approval	0 days	Fri 11/7/03	Fri 11/7/03													◆ 11/7						
15	Issue to Engineer	0 days	Mon 11/10/03	Mon 11/10/03														◆ 11/10					
16	Engineering	10 days	Mon 11/10/03	Fri 11/21/03														[Bar from 11/10 to 11/20]					
17	Issue Bid Package	0 days	Mon 11/24/03	Mon 11/24/03																	◆ 11/24		
18	Bidding	10 days	Mon 11/24/03	Fri 12/5/03																	[Bar from 11/24 to 12/4]		
19	Award Contract	0 days	Mon 12/8/03	Mon 12/8/03																		★ 12/8	

CHECK w/ michelle ON DATE! 10:00

E-MAIL ENG. FEES + CONTRACTS to DAVID B.

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 5/12/04

Claim # \_\_\_\_\_

Check \$ 7,604.89

Vendor No. GEMSLER DALLAS  
 Vendor Name P.O. BOX 848279  
 Address DALLAS, TEXAS 75284 - 8279  
 Address \_\_\_\_\_  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
# 29213	41	000	56570	84300		3445.91
# 29268	41	000	56570	84300		4158.98

TOTAL # 7,604.89

EXPLANATION ADDISON RD. LIGHTING  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Steve Chutehain  
 Authorized Signature

\_\_\_\_\_  
 Finance

Med Pam

INVOICE

Gensler

MARCH 20, 2004  
INVOICE NO. 29213  
PROJECT NO. 27.3053.001

MR. STEVE CHUTCHIAN  
TOWN OF ADDISON  
POST OFFICE BOX 9010  
ADDISON, TX 75001-9010

FOR: ADDISON LIGHTING-ADDISON ROAD

PROFESSIONAL SERVICES FOR THE PERIOD ENDING FEBRUARY 28, 2004

-----  
FEE

PHASE	FEE	PCT COMPL.	EARNED	PREVIOUS BILLING	CURRENT BILLING
PROGRAMMING	2,100.00	100.00	2,100.00	2,100.00	
SCHEMATIC DESIGN	4,900.00	100.00	4,900.00	4,900.00	
CONSTR. DOCUMENTS	7,000.00	100.00	7,000.00	4,550.00	2,450.00
TOTALS	14,000.00		14,000.00	11,550.00	2,450.00

REIMBURSABLE EXPENSES

REPRODUCTION	995.91				
TOTAL REIMBURSABLES	995.91				995.91

TOTAL THIS INVOICE \$ 3,445.91

o.k. to pay!  
szc  
5/12/04

*David Botello*

SENT TO DEPT.

RECEIVED

APR 01 2004

TOWN OF ADDISON  
ACCOUNTING

To remit by wire transfer:

Account Name: M. Arthur Gensler, Jr. & Assoc., Inc.  
Account Number: 14996-01877  
Bank Name: Bank of America / Transit Routing Number 121000358  
Bank Address: 345 Montgomery Street, San Francisco, California 94104  
(Please include invoice numbers on wire transfer.)

To Remit by Check:

Gensler Dallas  
P.O. Box 848279  
Dallas, Texas 75284-8279  
Tel: 713.228.8050  
Fax: 713.229.9343

Past due invoices are subject to a service charge in accordance with the terms of the contract



ESTABLISHED • 1926

ORIGINAL

REMIT TO:  
 RIDGWAY'S - DALLAS  
 P.O. BOX 740170  
 HOUSTON, TX 772740170  
 Phone: 713-830-3954  
 Fax: (713) 779-6065  
 TaxId: 74-603-6592

INVOICE NUMBER  
 71-006778

Order: Summary  
 Date: 02/10/04  
 Time: 6:16PM

BILL TO:

GENSLER, M ARTHUR JR  
 700 MILAM SUITE 400  
 HOUSTON, TX 77002

32723

SHIP TO:

GENSLER - FM  
 5430 LBJ FREEWAY #400  
 2 LINCOLN CENTER  
 DALLAS, TX 75240  
 Phone: (214)273-1591

ATTN: ACCOUNTS PAYABLE

Project Number  
 273053001

Salesman  
 CHRISTI MAGEE

INVOICE

ITEM NUMBER	DESCRIPTION	UOM	QUANTITY		UNIT PRICE	EXTENSION
			SHIPPED	BACKORDERED		
484-4	DIGITAL COLOR COPY 1ST 8.5X11	EA	36		1.00	36.00
FM4-801B	CAD PLOT B&W BOND	FM SF	764		1.00	764.00



GROSS AMOUNT	TAX%	TAX AMOUNT	FREIGHT CHARGES	<b>TOTAL AMOUNT DUE</b>
800.00	8.2500	66.01		\$866.01

RECEIVED IN GOOD CONDITION



I N V O I C E

Gensler

APRIL 15, 2004  
INVOICE NO. 29268  
PROJECT NO. 27.3053.000

MR. STEVE CHUTCHIAN  
TOWN OF ADDISON  
POST OFFICE BOX 9010  
ADDISON, TX 75001-9010

FOR: ADDISON LIGHTING STANDARDS

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MARCH 27, 2004

CONSULTANTS		
CONSULTANTS	4,140.00	
TOTAL CONSULTANTS	4,140.00	4,140.00
PROFESSIONAL SERVICES TOTAL		
		4,140.00
REIMBURSABLE EXPENSES		
DELIVERY	18.98	
TOTAL REIMBURSABLES	18.98	18.98

TOTAL THIS INVOICE \$ 4,158.98

O.K. TO PAY.  
Szc  
5/12/04

To remit by wire transfer:

Account Name: M. Arthur Gensler, Jr. & Assoc., Inc.  
Account Number: 14996-01877  
Bank Name: Bank of America / Transit Routing Number 121000358  
Bank Address: 345 Montgomery Street, San Francisco, California 94104  
(Please include invoice numbers on wire transfer.)

To Remit by Check:

Gensler Dallas  
P.O. Box 848279  
Dallas, Texas 75284-8279  
Tel: 713.228.8050  
Fax: 713.229.9343

Past due invoices are subject to a service charge in accordance with the terms of the contract

**ON TIME COURIERS INC.**

2001 BRYAN ST  
 SUITE 2155  
 DALLAS, TX 75201  
 214-740-9999 / WWW.ONTIMECOURIERS.COM

Civil process service now available

**INVOICE**

<b>INVOICE NUMBER</b>	<b>PAGE</b>
49898	6 of 8
<b>CLIENT NUMBER</b>	<b>TERMS</b>
7237	
<b>INVOICE DATE</b>	
3/7/2004	
<b>INVOICE TOTAL</b>	
\$793.75	

Invoice Submitted To:

**GENSLER\***  
 5430 LBJ FRWY  
 #400  
 DALLAS, TX 75240  
 Attn: BRIGITTE

Order Date / Number Caller / Time Reference	Service Billing Group	Pickup Address Pickup Contact / phone	Drop Off Address Drop Off Contact / phone	Rec'd By Date Time				
Piece	Wait Time	Pounds	Miles	Insurance	Expense	Other1	Other2	Total

27.2107.002

Reference Number Sub-Total \$59.00

27.3004.000

03/03/04 298451W 1 HR ROBERT BROWN 03:00 PM	GENSLER* 5430 LBJ FRWY #400 DALLAS, TX 75240 CHRISTOPHER GO@214-273-1500	CONSTRUCTORS 3333 WELBORN ST 200 DALLAS, TX 75219 BILL HOMRIGHAUSE	L SCRUGGS 03/03/04 03:58 PM
27.3004.000	1 1 1 8.77 0	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00
			<b>\$16.50</b>

Reference Number Sub-Total \$16.50

27.3053.000

03/03/04 298504W 1 HR ROBERT BROWN 03:34 PM	GENSLER* 5430 LBJ FRWY #400 DALLAS, TX 75240 RENE LESUR 214-273-1500	TOWN OF ADDISON 16801 WESTGROVE DR DALLAS, TX 75248 STEVEN CHUTCHIAI	SUE ELLEN FAIRLEY 03/03/04 04:29 PM
27.3053.000	1 1 1 6.42 0	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00
			<b>\$16.50</b>

Reference Number Sub-Total \$16.50

27.3069.000

03/05/04 299187W 1 HR ROBERT BROWN 08:16 AM	GENSLER* 5430 LBJ FRWY #400 DALLAS, TX 75240 DAVID WHITFORD 214-273-1500	SEWELL AUTOMOTIVE COMPANIE: KING 3860 W NORTHWEST HWY 102 DALLAS, TX 75220 CARL SEWELL	03/05/04 09:16 AM
27.3069.000	1 1 1 7.43 0	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00
			<b>\$16.50</b>

Reference Number Sub-Total \$16.50

27.3070.000

03/04/04 299010W 2 HR ROBERT BROWN 02:28 PM	GENSLER* 5430 LBJ FRWY #400 DALLAS, TX 75240 DAVID WHITFORD 214-273-1500	CYPRESS EQUITIES 15601 DALLAS PKWY SUITE 400 DALLAS, TX 75248 BRETT WITZIG	YORK 03/04/04 03:02 PM
27.3070.000	1 1 1 4.68 0	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00
			<b>\$12.50</b>

Reference Number Sub-Total \$12.50

27.3071.000





architecture + fabrication

3005 Maple Avenue, Suite 706  
Dallas, Texas 75201  
pho: 214.969.9910  
cel: 214.808.7671

INV. NO. Gen-04007-01

DATE 03.10.04

TO **David Botello, AIA**  
Gensler  
5430 LBJ Freeway, Suite 400  
Three Lincoln Centre  
Dallas, Texas 75240

FOR Town of Addison Lighting Master Plan  
Addison Road  
Addison, Texas 75001  
AF Project No. Gen-04007

ATTN **David Botello**

ITEM	<b>For Professional Services per letter agreement dated March 2004</b>			
	Town of Addison Lighting Master Plan			
	Contract Amount: \$4,000.00			
	Percentage Complete: 90%	\$4,000.00	90%	\$3,600.00
		Subtotal		<u>\$3,600.00</u>

ITEM	<b>Reimbursables</b>		
	None at this time.		\$0.00
		Subtotal	\$0.00
		15% markup fee	\$0.00
	Subtotal - Reimbursable Expenses		<u>\$0.00</u>

**BALANCE DUE**

\$3,600.00

Thank you for the opportunity to be of service

Job # 27.3053.000

Mark up Approved

By: David Botello 2/24/04

Type 27.3053.000

By: \_\_\_\_\_

(541)

August 29, 2003

Mr. Steve Chutchian  
Assistant City Engineer  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

Subject: **Agreement for Design Services**  
Town of Addison  
Lighting Planning

Dear Mr. Chutchian:

Please find attached, our revised proposals for development of Lighting Standards and lighting design for a portion of Arapaho Road. We have addressed most of the comments from your city attorney.

Attached are two copies of each proposal. Please indicate your acceptance and return all copies to Gensler. We are looking forward to commencing work on the projects. Should you have any questions, please contact me.

Best regards,



David Botello, AIA

DB:mm

Enclosure

Revised August 29, 2003

Mr. Steven Chutchian  
Assistant City Engineer  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

**Agreement for Design Services**

For Town of Addison  
Roadway and Pedestrian Lighting Standards

Dear Mr. Chutchian:

This Agreement is between the Town of Addison ("Client") and M. Arthur Gensler Jr. and Associates, Inc. ("Gensler") for design services.

**A. PROJECT**

---

**A.1 Project Description.** The project includes development of an Exterior Lighting Standards for the Town of Addison for the public right-of-ways. This development would include both roadway and pedestrian level lighting standards that would be incorporated in future phases of design and construction.

**A.2 Project Schedule.** Gensler will develop a Project Schedule of milestones for Client's review and approval. During design, Gensler and Client will monitor the Project for conformance with the Schedule, and Gensler will notify Client of any necessary changes in the Schedule. The following milestones are presently projected:

- |                                      |  |
|--------------------------------------|--|
| a) Commencement of Basic Services:   | Upon execution of contract               |
| b) Completion of Lighting Standards: | Approximately 20 days after Commencement |

## **B. SCOPE OF SERVICES PROVIDED BY GENSLER**

---

Prior to initiation of services by Gensler, Client and Gensler will provide the names of their Project team members, including the primary contact person and the person authorized to make decisions.

**B.1 GENSLER'S BASIC SERVICES.** The Scope of Work shall be broken down into the following phases.

### **Phase One – Pre-Design**

**1. Pre-Design.** Gensler will review the Town of Addison's published lighting design criteria, to be supplied by the Client, Client's Project Schedule, and will tour the existing conditions.

**2. Meeting(s).** Gensler shall attend one (1) meeting with the Client's Project Manager and a representative from each town department desiring input or review of the Project. The town's Project Manager shall coordinate the attendance; including coordinating the attendance of any outside agencies whose input is required. This meeting shall be to discuss the criteria which will be drivers for the Project which include:

- a) Illumination criteria,
- b) Systems concepts,
- c) Project costs/budget,
- d) Project Schedule,
- e) Fixture selection criteria,
- f) Lamping criteria,
- g) Maintenance criteria.

**3. Document review.** Gensler shall review existing drawings by HNTB (dated January 2002), BH&C (dated June 2002), and Sasaki (dated September 2002).

**4. Narrative.** Based on the pre-design meeting, and Gensler's review of the criteria, documents, and information described in paragraphs 1. ("Pre-Design") and 3. ("Document review") above and any other applicable or relevant information, Gensler shall prepare a written narrative outlining project criteria, systems concepts, cost guidelines, schedule parameters, maintenance issues, and all other

items listed in paragraph 2. ("Meetings") above that will influence the lighting plan for the Project. This narrative will be forwarded to Client's Project Manager for review and approval.

**Phase Two – Schematic Design**

Based on the Client's review and acceptance of the Phase One deliverables, Gensler shall proceed to Phase Two.

**1. Schematic Lighting Fixture Selection.** Gensler shall prepare a lighting schedule supplemented by catalogue cutsheets and specifications provided by the lighting Manufacturer's Representative. Manufacturer's Representative throughout this project shall be Mark Healy of Architectural Lighting Associates, Inc.

**2. Schematic Lighting Layout.** Gensler shall prepare schematic lighting layouts indicating fixture types and locations. Plan layouts will address typical roadways, medians, intersections and special event areas. This layout shall be prepared on background CAD drawings provided by the Client. Gensler will coordinate this work with the Client and Architectural Lighting Associates, Inc., Gensler's consultant.

**3. Schematic Sketch Details.** If required, Gensler shall prepare sketch details for any special lighting treatments. Special lighting treatments are defined as any non-street lighting required to illuminate existing objects in the public right-of-way.

**4. Schematic Lighting Fixture Budget.** Gensler will prepare a preliminary budget. This budget shall include costs for light poles, bases, fixtures, and lamps. This schematic mark-up shall include a budget allowance for contractors' and distributors' mark-up.

**5. Presentation.** Gensler will participate in one (1) presentation meeting of the schematic design documents, as requested by Client.

### **Phase Three – Final Design**

Based upon the Client's review and acceptance of the Phase Two deliverables, Gensler shall proceed to Phase Three.

**1. Final Lighting Standards.** Gensler shall prepare a final lighting standards manual denoting selected fixtures, descriptions, manufacturer's name, catalog number, lamping selection, wattage and maintenance criteria as required to describe each of the selected fixtures. This information will be compiled in booklet form and shall include manufacturer's cutsheets provided by the lighting representatives.

Plans will include diagrams for standard spacing and mounting details for typical conditions. Plan layouts will address application for typical roadways, medians, intersections and special event areas.

**2. Revised Final Budget.** Gensler shall, with the assistance of its consultants, revise the final budget for lighting equipment based on the approved revisions from the schematic design. This budget shall include an allowance for contractors' and distributors' mark-up.

**3. Presentation.** Gensler will participate in one (1) presentation of the final Design documents. This meeting includes reviewing the deliverables outlined above.

**B.2 GENSLER'S ADDITIONAL SERVICES.** Gensler will provide services beyond Basic Services ("Additional Services") if requested by Client and confirmed in writing by Gensler. Additional Services include, but are not limited to:

- Preparation of renderings models, animations or presentation materials, including PowerPoint presentations.
- Assistance with coordination of lighting fixture orders and/or deliveries from equipment vendors.
- Preparation of lamp life cycle costing study.
- Redesign resulting from scope changes or cost reduction after the Client's acceptance of Lighting Designer's documentation.
- Preparation of energy-use calculations and/or other submittals as required for energy code compliance and/or public utility rebate programs.
- Client requested revisions that are inconsistent with prior approvals or instructions.
- Any structural design or analysis.
- Mock-ups of any kind.

- Any activity relating to the bidding or implementation of the Lighting Master Plan.
- Site visits to lighting manufacturer's facilities as required to verify their products' conformance to the Lighting Designer's specifications and/or their ability to perform according to any other project requirements.
- Services of a mechanical or electrical engineer, or any other consultants.
- Site visits to similar existing installations for the purposes of examining or comparing the existing conditions to the proposed work.
- Meetings with local utility companies, or other outside agencies or engineering firms, or land owners.
- Participation in presentations to town boards, committees or city council.
- Dimensional field verification of existing conditions.
- Any activity relating to the FAA or airport operations.

**C. SCOPE OF SERVICES PROVIDED BY CLIENT**

---

**C.1 SERVICES PROVIDED BY CLIENT OR OTHERS.** The following services shall be provided by the Client:

- a) Presentations to town committees, boards or city council;
- b) Coordination/negotiation with outside agencies not brought into the Project by the Town in Phase One;
- c) Project implementation.

**C.2 ITEMS TO BE PROVIDED BY CLIENT.** The following items shall be provided by the Client to Gensler:

- a) Civil engineering CAD files, accurately depicting all involved streets in AutoCAD R14 format. These files shall indicate right-of-way, curbs, drives, medians, all existing utilities, walks, ramps, plantings, power poles, light poles, signage (public and private), and street furniture (benches, waste receptacles, etc.). The town shall also secure and provide written authorization for Gensler to utilize these files as the basis of the work as related to this Project, unless the information provided under this subparagraph is not owned by the Town of Addison.

- b) A copy of the town's approved lighting standards for public streets, private developments and any other similar criteria that will impact this Project. This information will be provided to Gensler prior to the start of Phase Two. Gensler understands and recognizes that all items provided hereunder are owned by the Client, and that such items shall be used by Gensler solely in connection with the Project and for no other purpose.

**D. COMPENSATION**

---

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses shall be as described below.

**D.1 Basic Services.** Compensation for Basic Services shall be the lump sum of Ten Thousand Dollars (\$10,000.00), which shall be based on the following percentages:

• Phase One – Pre-Design	15%	\$ 1,500.00
• Phase Two – Schematic Design	35%	\$ 3,500.00
• Phase Three – Final Design	50%	\$ 5,000.00

**D.2 Additional Services.** Compensation for Additional Services (if not agreed upon as a lump sum amount) shall be based on Exhibit A, Gensler's Standard Hourly Billing Rates.

**D.3 Reimbursable Expenses.** Compensation for Reimbursable Expenses incurred by Gensler in connection with the Project shall be based on amounts invoiced to Gensler, plus fifteen percent (15%). Reimbursable expenses are costs incurred on behalf of the project and may include the following; plan reproductions, copies, courier services, long distance telephone charges, mileage, photography and facsimile.

**D.4 Consultants.** In the event Gensler is requested to engage outside consultants, (other than the lighting consultant, the consultants will be retained as an Additional Service and the consultant fees shall be compensated based on amounts invoiced to Gensler, plus fifteen percent (15%).



In the event that Gensler's scope of services is increased as a result of retaining a consultant(s), Gensler shall notify the town's Project Manager of a change of scope and shall request additional fee for the increased scope.

**D.5 Progress Payments.** Progress payments shall be made monthly after the submission of an invoice by Gensler, which invoice shall be submitted on or before the 10<sup>th</sup> day of each month. Where Gensler's fee is based on a lump sum, progress payments for Basic Services shall be based on the percentage of services provided during the previous month.

Client shall not be obligated to make payment to Gensler hereunder if:

- a) Gensler is in breach or material default of any of its obligations under this Agreement (and payment may be withheld to the extent of any such default); provided that Gensler has failed to cure such breach or default, or to have taken reasonable steps to do so, following receipt of written default notice from Client.
- b) Any part of such payment is attributable to any services of Gensler which are deficiently performed in contravention to this Agreement.
- c) Gensler has failed to make payment promptly to consultants or other third parties used by Gensler in connection with Gensler's services hereunder for which the Client has made payment to Gensler.

#### **E. AGREEMENT AND ACCEPTANCE**

---

**E.1 Agreement.** This Agreement is comprised of and incorporates the following documents, in order of precedence:

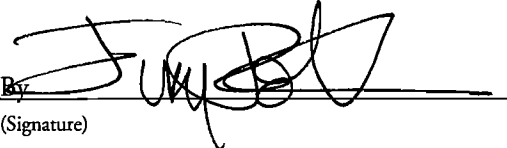
- a) Amendments and modifications signed by both parties;
- b) This Letter of Agreement;
- c) The attached Standard Terms and Conditions (STC).

Where a portion of one document is amended by another of higher precedence, all unmodified portions shall remain in effect.

**E.2 Effective Date.** The effective date of this Agreement is August 29, 2003.

**By Gensler**

Judy Pesek, IIDA

By   
(Signature)

Vice President/Managing Director

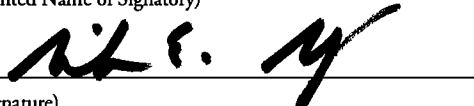
(Title)

Aug 29, 03  
(Date)

**By Client**

Michael E. Murphy

(Printed Name of Signatory)

By   
(Signature)

DIRECTOR

(Title)

9/4/03  
(Date)

**STATEMENT OF CERTIFICATION.** The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.

Revised August 29, 2003

Mr. Steven Chutchian  
Assistant City Engineer  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

**Agreement for Design Services**

For Town of Addison  
Arapaho Lighting Plan- Phase I

Dear Mr. Chutchian:

This Agreement is between the Town of Addison ("Client") and M. Arthur Gensler Jr. and Associates, Inc. ("Gensler") for design services.

**A. PROJECT**

---

**A.1 Project Description.** The project includes the layout and design of roadway and pedestrian lighting systems for the roadway segment of Addison Road between Belt Line to the south and Arapaho Road to the North (the Project). The Project will utilize the lighting standards (Lighting Standards) developed by Gensler and approved by the Town of Addison.

**A.2 Project Schedule.** Gensler will develop a Project Schedule of milestones for Client's review and approval. During design, Gensler and Client will monitor the Project for conformance with the Schedule, and Gensler will notify Client of any necessary changes in the Schedule. The following milestones are presently projected:

- |   |  |
|---|--|
| a) Commencement of Basic Services:        | Upon execution of contract                       |
| b) Completion of Lighting Plan Documents: | 15 days after approval of the Lighting Standards |

## **B. SCOPE OF SERVICES PROVIDED BY GENSLER**

---

Prior to initiation of services by Gensler, Client and Gensler will provide the names of their Project team members, including the primary contact person and the person authorized to make decisions.

**B.1 GENSLER'S BASIC SERVICES.** The Scope of Services shall be broken down into the following phases.

### **Phase One – Pre-Design**

**1. Pre-Design.** Gensler will review the Town of Addison's published lighting design criteria, utilizing the Arts and Events district as the current benchmark. Gensler and its consultant's will tour the project site(s) to observe and document existing conditions.

**2. Meeting(s).** Gensler shall attend one (1) pre-design meeting with the Client's Project Manager and a representative from each town department desiring input or review of the Project. The town's Project Manager shall coordinate the attendance; including coordinating the attendance of any outside agencies whose input is required. This meeting shall be to discuss the criteria which will be drivers for the Project which include:

- a) Illumination criteria,
- b) Systems concepts,
- c) Project costs/budget,
- d) Project Schedule,
- e) Fixture selection criteria,
- f) Lamping criteria,
- g) Maintenance criteria.

**3. Document review.** Gensler shall review existing drawings by HNTB (dated January 2002), BH&C (dated June 2002), Huitt Zolars (dated March 2003) and Sasaki (dated September 2002).

**4. Narrative.** Based on the pre-design meeting, and Gensler's review of the criteria, documents, and information described in paragraphs 1. ("Pre-Design") and 3. ("Document review") above and any other applicable or relevant information, Gensler shall prepare a written narrative outlining project

criteria, systems concepts, cost guidelines, schedule parameters, maintenance issues, and all other items listed in paragraph 2. ("Meetings") above that will influence the lighting plan for the Project. This narrative will be forwarded to Client's Project Manager for review and approval.

#### **Phase Two – Schematic Design**

Based on the Client's review and acceptance of the Phase One deliverables, Gensler shall proceed with Phase Two.

- 1. Schematic Lighting Layout.** Gensler shall prepare a schematic lighting layout indicating lighting fixture types and locations. This layout shall be prepared on background CAD drawings provided by the Client. Gensler will coordinate this work with Gensler's consultant's and the Client.
- 2. Schematic Sketch Details.** If required, by Client, Gensler shall prepare sketch details for any special lighting treatments. Special lighting treatments are defined as any non-street lighting required to illuminate existing objects in the public right-of-way.
- 3. Schematic Lighting Fixture Budget.** Gensler will in prepare a preliminary budget. This budget shall include costs for light poles, bases, fixtures, and lamps. This schematic budget shall include an allowance for contractors' and distributors' mark-up.
- 4. Presentation.** Gensler will participate in one (1) presentation meeting of the schematic design documents, as requested by Client.

#### **Phase Three – Final Design**

Based upon the Client's review and acceptance of the Phase Two deliverables, Gensler shall proceed to Phase Three.

- 1. Final Lighting Fixture Schedule.** Working with Gensler's consultants, Gensler shall prepare a final lighting fixture schedule denoting selected fixtures, descriptions, manufacturer's name, catalog number, lamping selection, wattage and similar information as required to describe each of the selected fixtures. This schedule will be incorporated into the Final Lighting Design Package.

**2. Final Lighting Layout.** Based on CAD base plans by others, provided by the Client, Gensler, with the assistance of its consultants, shall prepare a final design plan, indicating the locations, dimensions and types of all proposed light fixtures. This item does not include any circuiting or wiring diagrams, which are typically prepared by an electrical engineer. In the event that this service is requested, Gensler will recommend to the Client a qualified electrical engineer, who may provide this service as part of a separate contract between Client and the engineer as may be determined by Client.

**3. Final Details.** Gensler will prepare final details of the schematic details developed as part of the Phase Two work. These plans will include standard mounting details for typical conditions.

**4. Revised Final Budget.** Gensler shall, with the assistance of its consultants, revise the final budget for lighting equipment based on the approved revisions from the schematic design. This final budget shall include an allowance for contractors' and distributors' mark-up.

**5. Presentation.** Gensler will participate in one (1) presentation of the final Design documents. This meeting includes reviewing the deliverables outlined above.

**B.2 CAD FORMAT AND STANDARDS.** Gensler will use AutoCAD R14 and Gensler's CAD Standards. In the event the Client desires electronic files (CAD drawings) at the completion of the Project, Gensler shall transmit one set of electronic CAD files via CD Rom. These files will be transmitted after a Gensler CAD waiver has been executed by the Client and the final payment has been received by Gensler. The costs associated with the preparation of this data will be billed as an Additional Service on a time and materials basis.

**B.3 GENSLER'S ADDITIONAL SERVICES.** Gensler will provide services beyond Basic Services ("Additional Services") if requested by Client and confirmed in writing by Gensler. Except to the extent that the following services are to be provided as a part of Gensler's services described above in Paragraph B.1 (Gensler's Basic Services), Additional Services include, but are not limited to:

- Preparation of renderings, models, animations or presentation materials, including PowerPoint presentations.
- Assistance with coordination of lighting fixture orders and/or deliveries from equipment vendors.
- Preparation of lamp life cycle costing study.
- Redesign resulting from scope changes or cost reduction after the Client's acceptance of Lighting Designer's documentation.
- Preparation of energy-use calculations and/or other submittals as required for energy code compliance and/or public utility rebate programs.
- Client requested revisions that are inconsistent with prior approvals or instructions.
- Any structural design or analysis.
- Mock-ups of any kind.
- Any activity relating to the bidding or implementation of the Lighting Master Plan.
- Site visits to lighting manufacturer's facilities as required to verify their products' conformance to the Lighting Designer's specifications and/or their ability to perform according to any other project requirements.
- Services of a mechanical or electrical engineer, or any other consultants.
- Site visits to similar existing installations for the purposes of examining or comparing the existing conditions to the proposed work.
- Meetings with local utility companies, or other outside agencies or engineering firms, or land owners.
- Participation in presentations to town boards, committees or city council.
- Dimensional field verification of existing conditions.
- Any activity relating to the FAA or airport operations.

**C. SCOPE OF SERVICES PROVIDED BY CLIENT**

---

**C.1 SERVICES PROVIDED BY CLIENT OR OTHERS.** The following services shall be provided by the Client:

- a) Presentations to town committees, boards or city council;
- b) Coordination/negotiation with outside agencies not brought into the Project by the town in Phase One;
- c) Project implementation.

**C.2 ITEMS TO BE PROVIDED BY CLIENT.** The following items shall be provided by the Client to Gensler:

- a) Civil engineering CAD files, accurately depicting all involved streets in AutoCAD R14 format. These files shall indicate right-of-way, curbs, drives, medians, all existing utilities, walks, ramps, plantings, power poles, light poles, signage (public and private), and street furniture (benches, waste receptacles, etc.). The town shall also secure and provide written authorization for Gensler to utilize these files as the basis of the work as related to this Project, unless the information provided under this subparagraph is not owned by the Town of Addison.
- b) A copy of the town's approved lighting standards for public streets, private developments and any other similar criteria that will impact this Project. This information will be provided to Gensler prior to the start of Phase Two. Gensler understands and recognizes that all items provided hereunder are owned by the Client, and that such items shall be used by Gensler solely in connection with the Project and for no other purpose.

**D. COMPENSATION**

---

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses shall be as described below.

**D.1 Basic Services.** Compensation for Basic Services shall be the lump sum of Fourteen Thousand Dollars (\$14,000.00), which shall be based on the following percentages:

- |                                |     |             |
|--------------------------------|-----|-------------|
| • Phase One – Pre-Design       | 15% | \$ 2,100.00 |
| • Phase Two – Schematic Design | 35% | \$ 4,900.00 |
| • Phase Three – Final Design   | 50% | \$ 7,000.00 |



**D.2 Additional Services.** Compensation for Additional Services (if not agreed upon as a lump sum amount) shall be based on Exhibit A, Gensler's Standard Hourly Billing Rates.

**D.3 Reimbursable Expenses.** Compensation for Reimbursable Expenses incurred by Gensler in connection with the Project shall be based on amounts invoiced to Gensler, plus fifteen percent (15%). Reimbursable expenses are costs incurred on behalf of the project and may include the following; plan reproductions, copies, courier services, long distance telephone charges, mileage, photography and facsimile.

**D.4 Consultants.** In the event Gensler is requested by Client to engage outside consultants, other than the lighting consultant, the consultants will be retained as an Additional Service and the consultant fees shall be compensated based on amounts invoiced to Gensler, plus fifteen percent (15%).

In the event that Gensler's scope of services is increased as a result of retaining a consultant(s), Gensler shall notify the town's Project Manager of a change of scope and shall request additional fee for the increased scope.

**D.5 Progress Payments.** Progress payments shall be made monthly after the submission of an invoice by Gensler, which invoice shall be submitted on or before the 10<sup>th</sup> day of each month. Where Gensler's fee is based on a lump sum, progress payments for Basic Services shall be based on the percentage of services provided during the previous month.

Client shall not be obligated to make payment to Gensler hereunder if:

- a) Gensler is in breach or material default of any of its obligations under this Agreement (and payment may be withheld to the extent of any such default); provided that Gensler has failed to cure such breach or default, or to have taken reasonable steps to do so, following receipt of written default notice from Client.
- b) Any part of such payment is attributable to any services of Gensler which are deficiently performed in contravention to this Agreement.
- c) Gensler has failed to make payment promptly to consultants or other third parties used by Gensler in connection with Gensler's services hereunder for which the Client has made payment to Gensler.

**E. AGREEMENT AND ACCEPTANCE**

---

**E.1 Agreement.** This Agreement is comprised of and incorporates the following documents, in order of precedence:

- a) Amendments and modifications to this Agreement signed by both parties;
- b) This Letter of Agreement;
- c) The attached Standard Terms and Conditions (STC);
- d) Exhibit A, Standard Hourly Rate Schedule.

Where a portion of one document is amended by another of higher precedence, all unmodified portions shall remain in effect.

**E.2 Effective Date.** The effective date of this Agreement is August 29, 2003.

**By Gonsler**

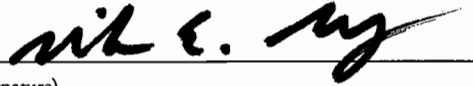
Judy Pesek, IIDA \_\_\_\_\_

By  \_\_\_\_\_  
(Signature)

Vice President/Managing Director Aug 29, 03  
(Title) (Date)

**By Client**

Michael E. Murphy  
(Printed Name of Signatory)

By  \_\_\_\_\_  
(Signature)

DIRECTOR 9/4/03  
(Title) (Date)

**STATEMENT OF CERTIFICATION.** The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.

# STANDARD TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN CLIENT AND ARCHITECT FOR ARCHITECTURAL / INTERIORS SERVICES (STC)

## Article 1- Definitions and General Provisions

- 1.1 Parties; Work. "Architect" means M. Arthur Gensler Jr. and Associates, Inc. "Client" means the Town of Addison, Texas. "Work" means the work to be performed by a general contractor using the Documents and Data.
- 1.2 Project Budget. The Project Budget includes the construction budget, furniture, furnishings, equipment costs, and cost of all goods and services to be furnished by Client, Contractor, and any of Contractor's subcontractors or consultants, and contingency allowances.
- 1.3 Days or Time. Time periods refer to calendar days, unless otherwise stated.

## Article 2 – Architect's Services

- 2.1 The Architect's services consist of those services performed by the Architect, Architect's directors, officers, and employees, and Architect's consultants. Architect's services shall be performed as expeditiously as is consistent with professional skill and care. Architect represents and warrants that Architect is authorized to engage in the practice of architecture in the State of Texas and that any necessary licenses, permits or other authorization to practice architecture and to provide the services set forth herein have been heretofore acquired as required by law, rule or regulation. Notwithstanding anything herein to the contrary, Architect and Client agree and acknowledge that Architect is entering into this Agreement in reliance on Architect's professional abilities with respect to performing the services set forth herein. Architect's services shall be performed in a manner consistent with professional skill and care in accordance with the professional standards of architecture prevailing in the Dallas-Fort Worth metroplex area. Architect shall perform its services in accordance with all laws, regulations, and rules in accordance with the standard of care set forth herein.
- 2.2 Limitations of Construction Responsibilities. Architect shall not have control over, or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.

### Article 3 – Client's Responsibilities

- 3.1 Information. Client shall provide full information regarding the requirements for the Project.
- 3.2 Legal and Financial Information. Client shall furnish Architect with: (a) a legal description of the property (Architect acknowledges that Architect has already received such legal description from Client); (b) the name and address of the property owner where the Work will be performed (Architect acknowledges that Architect has already received such legal description from Client); and (c) the name and address of any construction lender(s).
- 3.3 Surveys. Client shall furnish surveys fully describing physical characteristics, legal limitations, and utility locations for the Project site, to the extent Client possesses such surveys as of the date of signing of this Agreement or Architect deems such surveys are reasonably necessary for the Project.
- 3.4 Existing or Base Building Information. Upon Architect's reasonable request, if deemed necessary for the Project, Client shall provide information, drawings, specifications, and other documents that describe the existing utility services, site conditions, build-out and base building construction, and systems in or with which the Project is to be located or integrated.
- 3.5 Client's Consultants. When requested by Architect (if such services are not retained by Architect under this Agreement), or required by governmental authorities having jurisdiction over the Project, Client shall furnish the services of geotechnical, civil, and environmental engineers and any other services required by the scope of the Project.
- 3.6 Tests. Client shall furnish structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over the Project, or reasonably requested by Architect and agreed to by Client.
- 3.7 Legal, Accounting and Insurance Services. Client shall furnish all legal, accounting, and insurance counseling services as may be necessary for the Project as determined by Client.
- 3.8 Client's Services and Information. Architect shall be entitled to rely upon the accuracy and completeness of the services, information, surveys, and reports provided by Client and described in this Article 3. The Architect shall promptly call to Client's attention any errors in such documentation of which the Architect becomes aware.

#### Article 4 – Construction Cost

4.1 Construction Cost. The Construction Cost shall be the total cost or estimated cost to Client of all Project elements designed or specified by Architect.

4.2 Estimates. Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's Project Budget or from any cost estimate or evaluation prepared or reviewed by Architect.

4.3 Fixed Limit. No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal, or establishment of a Project Budget.

#### Article 5 –Architect's Documents and Data

5.1 The Drawings, Specifications, and other documents (collectively "Documents") and any computer tapes, disks, electronic data, or CAD files (collectively "Data") prepared by Architect in connection with or under this Agreement shall, upon the condition precedent of payment to Architect of undisputed amounts to which it is entitled hereunder as of the date of termination or expiration of the Agreement, become the property of Client for Client's exclusive use in connection with ownership, occupancy, repair and maintenance, and/or completion of the Project, without further compensation to Architect, and all intellectual property rights in connection with the same (whether copyright or otherwise) shall be transferred and assigned by Architect to Client. Client shall have the right to use the Documents and Data for the purpose for which they were created, including but not limited to, on other projects as Client may deem appropriate.

5.2 Upon completion of Architect's services and payment of all amounts due Architect, Architect may retain copies or reproductions of the Documents and/or Data for archival information in connection with its involvement in the Project, but not for further use for any purpose whatsoever except upon receiving written permission from Client.

5.3 If Client should modify or alter the Documents and Data without the professional involvement or authorization of Architect, or use them for other than their intended purpose, Client does so at its own risk, and Client agrees to indemnify and hold Architect harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, accruing or resulting to any persons, firms, or other legal entities, on account of any damages or losses to property or persons, including death, arising out of such alteration, modification or use of the Documents and/or Data to the extent that Client would otherwise be legally liable for such damages or losses; provided, however, that this indemnity and hold harmless is given by Client subject to and without waiving any defenses or any immunity available to Client, and further is given subject to and shall not exceed the monetary limitations of damages set forth in the Texas Tort Claims Act (Chapter 101, Tex. Civ. Prac. & Rem. Code, as amended) or any successor statute thereto.

Notwithstanding Client's approval of any of the Documents and Data or any other materials or work prepared by Architect, such Documents, Data and other materials and work shall be sufficient and adequate for construction of the Project and shall be satisfactory to the Client. Approval by Client of any of Architect's Documents and Data or other work pursuant to this Agreement shall not constitute nor be deemed a release of the responsibility and liability of Architect, its officers, employees, subcontractors, agents and consultants for the accuracy and competency of the same, nor shall such approval be deemed to be an assumption of or an indemnification for such responsibility or liability by Client for any defect, error or omission in such Documents, Data, or other materials and work, it being understood that Client at all times is ultimately relying on Architect's skill and knowledge in preparing the same.

5.4 Architect shall promptly correct any defective designs or specifications furnished by Architect at no cost to Client. Client's approval, acceptance, use of or payment for all or any part of Architect's services hereunder shall in no way alter Architect's obligations or Client's rights hereunder.

## Article 6 – Claims and Disputes; Indemnification; Insurance

6.1 Mediation. Claims, disputes, or other matters in question between the parties which cannot be resolved by the parties shall be subject to nonbinding mediation under the auspices of a recognized professional mediation service prior to undertaking any legal action. The cost of the mediation service shall be borne equally by the parties. By mutual agreement the parties may postpone mediation until each has completed some specified but limited discovery about the dispute. Any nonbinding dispute resolution process conducted under this Agreement shall be confidential as provided by law. If neither a negotiated settlement or mediated resolution is obtained within a reasonable period of time, either party hereto parties may pursue any available legal or equitable remedy.

6.2 Indemnification. Architect agrees to and shall defend, indemnify and hold Client, its officials, officers, and employees harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent, grossly negligent, or intentionally wrongful acts, errors, or omissions of Architect, its officers, employees, agents, engineers, consultants, contractors, subcontractors, or any person or entity for whom Architect may be legally liable, under, in connection with, or in the performance of, this Agreement. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

6.3 Insurance. In connection with this Agreement, Architect shall provide and maintain in full force and effect during the term of this Agreement:

- (i) Workers' compensation and employer's liability insurance for the protection of Architect's employees, to the extent required by the law of the State of Texas;
- (ii) Commercial general liability insurance with limits not less than One Million and No/100 Dollars \$1,000,000.00 each occurrence combined single limit bodily injury and property damage, including contractual liability (covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement), personal injury, broadform property damage, products and completed operations coverage (and if such commercial general liability insurance contains a general aggregate limit, it shall apply separately to the Services under this Agreement);
- (iii) Comprehensive automobile liability insurance with limits not less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence combined single limit bodily injury and property damage, including owned, non-owned and hired auto coverage, as applicable; and a
- (iv) Professional Liability Insurance to protect from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than Two Million and No/100 Dollars (\$2,000,000.00) per claim and aggregate. This coverage must be maintained for at least two (2) years after the project contemplated herein is completed. If coverage is written on a claims-made basis, the retroactive date must not be later than the inception date of this Agreement.

All such policies of insurance (a) shall be issued by insurance companies reasonably acceptable to Client, (b) except for professional liability insurance, shall name (by endorsement) the Town of Addison, Texas as an additional insured, (c) shall in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, (d) shall contain a waiver of subrogation endorsement in favor of the Town of Addison, Texas, (e) may maintain reasonable and customary deductibles, (which shall not exceed \$250,000.00), and (f) shall provide for at least thirty (30) days written notice to the Town of Addison, Texas prior to cancellation, non-renewal or reduction of the required coverage limits or changes in any deductible. Certificates of insurance (together with the endorsement naming the Town of Addison, Texas as an additional insured), satisfactory to Client, evidencing all coverage above, shall be promptly delivered to Town and updated as may be appropriate.

## Article 7 – Termination

7.1 Termination by Either Party. This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially (through no fault of the party initiating the termination) to perform in accordance or to comply with the terms of this Agreement.

7.2 Failure to Make Payments. Client's failure to make payments to Architect in accordance with this Agreement shall constitute substantial nonperformance and cause for termination or suspension in accordance with paragraph 7.1 hereof.

7.3 Compensation Upon Termination. In the event of termination, Architect shall be compensated for services properly performed prior to termination, together with Reimbursable Expenses then due, and Termination Expenses, which shall be defined as Architect's expenses directly attributable to termination. If Client has compensated Architect for work not yet performed, Architect shall promptly return such compensation to Client in the event of such termination. In the event of such termination and upon payment to Architect for the work properly performed by Architect to the date of such termination, Architect shall deliver to Client all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items, in whatever form or format, prepared by Architect in connection with this Agreement and the Project.

7.4 In addition to the above, this Agreement may be terminated by Client upon not less than seven (7) days written notice to Architect in the event that the Project is abandoned by Client, in Client's sole discretion. In the event Client suspends or delays Architect's services hereunder, Client shall give written notice of such suspension or delay to Architect, and Architect shall cease all work and labor being performed under this Agreement immediately upon receipt of said notice. In the event this Agreement is terminated, Architect shall invoice Client for all work properly completed and shall be compensated in accordance with the terms of this Agreement for all such work accomplished prior to the receipt of said notice. In the event of termination of this Agreement for any reason, no amount shall be due for lost or anticipated profits.

## Article 8 – Payments to Architect

8.1 Hourly Rates. Where services are to be compensated on an hourly basis, compensation shall be based on the flat hourly rates set forth in Architect's and Architect's consultants' standard rate schedules, which shall not be adjusted during the term of this Agreement.

8.2 Reimbursable Expenses. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include actual expenses incurred by Architect and Architect's consultants in the interest of the Project, including, but not limited to the following:

- (a) Electronic facsimile transmissions, reproduction, shipping, and delivery of documents and other materials.
- (b) Tolls, cab fares, and parking.
- (c) Renderings, models, computer modeling, mock-ups, and photography requested by Client.
- (d) Sales taxes and other transactional taxes, and fees paid for securing approval of authorities having jurisdiction over the Project.
- (e) Client-authorized (in writing) out-of-town travel, including travel time, out-of-town living expenses, and long-distance communications.

(f) Additional insurance coverage or limits requested by Client in excess of that normally provided by Architect and Architect's consultants.

8.3 Progress Payments. Progress payments for work properly performed for Basic and Additional Services and Reimbursable Expenses shall be due and payable within thirty (30) days after receipt of Architect's invoices. Each such invoice shall include (i) a detailed description of the work performed for the month preceding the date of the invoice, (ii) detailed time reports for that month for all Architect personnel who work under this Agreement, (iii) an itemized statement of any reimbursable costs and expenses incurred; (iv) true and correct copies of any and all receipts, invoices, and other documents and materials in support of the invoice, and (v) any such additional documents or materials as the Client may request in connection with the statement and/or the compensation paid to Architect. Amounts unpaid more than thirty (30) days after the receipt date of Architect's invoice by Client shall be assessed a service charge of one percent (1%) per month.

8.4 Time Extensions. This Agreement anticipates that Architect's services will proceed continuously in accordance with the Project schedule. If, and to the extent that, time limits set forth in the original schedule are extended more than sixty (60) days beyond the dates established through no fault of Architect, Architect's compensation shall be equitably adjusted as agreed upon between the parties.

8.5 Change in Project Scope. If portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions.

#### Article 9 – Miscellaneous Provisions

9.1 Governing Law; Venue. In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

9.2 Successors and Assigns. Neither party shall and shall have no power to assign, transfer, subcontract, or otherwise convey this Agreement or any part hereof (including any rights, duties, obligations, or responsibilities hereunder) (and any such assignment, transfer, subcontract, or other conveyance shall be deemed a substantial failure to perform in accordance or to comply with this Agreement) or any right or cause of action arising out of this Agreement or the performance of obligations hereunder without the written consent of the other party.

9.3 Entire Agreement. This Agreement represents the entire and integrated agreement between Client and Architect and supersedes all prior negotiations, representations, or agreements.

9.4 Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, grant any rights to, or a cause of action in favor of, any third party.



9.5 Professional Credits. With the prior written approval of Client, Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among Architect's professional materials, including, but not limited to, promotional materials, professional publications, and competition submissions.

9.6 Latent Conditions. In the event that the Project includes any remodeling, alteration, or rehabilitation work, Client acknowledges that certain design and technical decisions shall be made on assumptions based on available documents and visual observations of existing conditions.

9.7 Areas and Measurements. Areas and measurements provided by Architect are derived from drawing dimensions or field measurements and are not intended to be used as the basis for calculating rent or for other similar purposes.

9.8 Hazardous Materials. Client acknowledges that Architect has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances. Architect shall report to Client the location of any hazardous material that Architect observes.

9.9 Design/Build by Contractor. Architect and its consultants shall have no responsibility for the design, technical adequacy or accuracy, installation, or performance of any Design/Build portions of the Project.

9.10 Separate Consultants. Architect's coordination of its services with Client and with Contractor's subcontractors or consultants shall be limited to that necessary for consistency of Architect's documents with those of such subcontractors or consultants.

9.11 Survival. Any rights, remedies, or obligations either party may have with respect to the other arising out of the performance of services during the term of this Agreement, and all provisions of this Agreement allocating responsibility or liability between Architect and Client, shall survive the cancellation, expiration or termination of this Agreement.

9.12 Notice. Notices from one party to another shall be personally delivered or sent by United States mail certified, or registered, return receipt requested, postage prepaid, to the addresses stated in this paragraph:

To Architect:

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
Dallas, Texas 75240

To Client:

5300 Belt Line Road  
Dallas, Texas 75254  
Attn: Director of Public Works

All notices required to be given in writing by one party or the other shall be considered as having been given to the addressee (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box. The addresses and addressees for the purpose hereof may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

9.13 Authority. The officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

9.14 Severability. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect.

## EXHIBIT A – HOURLY RATES FOR ADDITIONAL SERVICES

The following are the flat hourly billing rates for the professionals available to work on your project. If necessary, additional staff may be required during the various phases of your project. These billing rates include salary cost, benefits, overhead and profit.

- Principals \$140.00 - \$250.00
- Architects \$ 65.00 - \$155.00
- Project Managers \$ 75.00 - \$175.00
- Drafters / Intern Architects \$ 45.00 - \$ 90.00
- Interior Designers \$ 45.00 - \$140.00
- Graphic Designers \$ 45.00 - \$105.00
- Technical Specialists \$ 60.00 - \$150.00

## Steve Chutchian

---

**To:** jhill@cowlesthompson.com  
**Cc:** Mike Murphy; Jim Pierce  
**Subject:** Gensler Lighting proposals

John - I received the two lighting proposals back from Gensler that you had reviewed and commented on. Apparently, their attorney has reciprocated and made changes, etc. I am dropping hard copies of each proposal in the mail for your review. They did not send it via e-mail. We would appreciate your review of this latest submittal at your earliest convenience. Thanks.

Steve C.

April 14, 2003

5/6/03

THESE ORIGINALS ARE  
SIGNED, BUT NOT SENT  
DUE TO RECOMMENDED  
CHANGES BY CITY  
ATTORNEY.  
SZC.

Mr. Steven Chutchian  
Assistant City Engineer  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

**Agreement for Design Services**

For Town of Addison  
Arapaho Lighting Plan- Phase I

Dear Mr. Chutchian:

This Agreement is between the Town of Addison ("Client") and M. Arthur Gensler Jr. and Associates, Inc. ("Gensler") for design services.

**A. PROJECT**

---

**A.1 Project Description.** The project includes the design of roadway and pedestrian lighting systems for the roadway segment of Addison Road from Belt Line to the south and Arapaho Road to the North. The layout and design will utilize the Lighting Standards developed by Gensler and approved by the Town of Addison.

**A.2 Project Schedule.** Gensler will develop a Project Schedule of milestones for Client's review and approval. During design, Gensler and Client will monitor the Project for conformance with the Schedule, and Gensler will notify Client of any necessary changes in the Schedule. The following milestones are presently projected:

- a) Commencement of Basic Services: Upon execution of contract
- b) Completion of Lighting Plan Documents: 15 days after approval of the Lighting Standards

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
Dallas Texas 75240  
Tel: 214. 273. 1500  
Fax: 214. 273. 1505

**B. SCOPE OF SERVICES PROVIDED BY GENSLER**

---

Client and Gensler will provide the names of their Project team members, including the primary contact person and the person authorized to make decisions.

**B.1 GENSLER'S BASIC SERVICES.** The Scope of Work shall be broken down into the following phases.

**Phase One – Pre-Design**

**1. Pre-Design.** Gensler will review the Town of Addison's published lighting design criteria, utilizing the Arts and Events district as the current benchmark. Gensler and the consultant's will tour the project site(s) to observe and document existing conditions.

**2. Meeting(s).** Gensler shall attend one (1) meeting with the Client's Project Manager and a representative from each town department desiring input or review of the Project. The town's Project Manager shall coordinate the attendance; including coordinating the attendance of any outside agencies whose input is required. This meeting shall be to discuss the criteria which will be drivers for the Project which include:

- a) Illumination criteria,
- b) Systems concepts,
- c) Project costs/budget,
- d) Project Schedule,
- e) Fixture selection criteria,
- f) Lamping criteria,
- g) Maintenance criteria.

**3. Document review.** Gensler shall review existing drawings by HNTB (dated January 2002), BH&C (dated June 2002), Huitt Zolars (dated March 2003) and Sasaki (dated September 2002).

**4. Narrative.** Based on the pre-design meeting, Gensler shall prepare a written narrative outlining project criteria, systems concepts, cost guidelines, schedule parameters and maintenance issues that

will influence the Lighting Plan. This narrative will be forwarded to the town's Project Manager for review and approval.

**Phase Two – Schematic Design**

Based on the Client's review and acceptance of the Phase One deliverables, Gensler shall proceed with Phase Two.

**1. Schematic Lighting Layout.** Gensler shall prepare a schematic lighting layout indicating lighting fixture types and locations. This layout shall be prepared on background CAD drawings provided by the Client. Gensler will coordinate this work with the Client and lighting manufacturer representative.

**2. Schematic Sketch Details.** If required, Gensler shall prepare sketch details for any special lighting treatments. Special lighting treatments are defined as any non-street lighting required to illuminate existing objects in the public right-of-way.

**3. Schematic Lighting Fixture Budget.** Gensler will assist the lighting Manufacturer's Representative in preparing a preliminary budget. This budget shall include costs for light poles, bases, fixtures, and lamps. This schematic budget shall include an allowance for contractors' and distributors' mark-up.

**4. Presentation.** Gensler will participate in one (1) presentation meeting of the schematic design documents.

**Phase Three – Final Design**

Based upon the Client's review and acceptance of the Phase Two deliverables, Gensler shall proceed to Phase Three.

**1. Final Lighting Fixture Schedule.** Working with the lighting Manufacturer's Representative, Gensler shall prepare a final lighting fixture schedule denoting selected fixtures, descriptions, manufacturer's name, catalog number, lamping selection, wattage and similar information as required to describe each of the selected fixtures. This schedule will be incorporated into the Final Lighting Design Package.

**2. Final Lighting Layout.** Based on CAD base plans by others, provided by the Client, Gensler, with the assistance of the lighting Manufacturer's Representative, shall prepare a final design plan, indicating the locations, dimensions and types of all proposed light fixtures. This item does not include any circuiting or wiring diagrams, which are typically prepared by an electrical engineer. In the event that this service is requested, Gensler will recommend to the Client a qualified electrical engineer, who will provide this service as part of a separate contract.

**3. Final Details.** Gensler will prepare final details of the schematic details developed as part of the Phase Two work. These plans will include standard mounting details for typical conditions.

**4. Revised Final Budget.** Gensler shall, with the assistance of the lighting Manufacturer's Representative revise the final budget for lighting equipment based on the approved revisions from the schematic design. This schematic mark-up shall include a budget allowance for contractors' and distributors' mark-up.

**5. Presentation.** Gensler will participate in one (1) presentation of the final Design documents. This meeting includes reviewing the deliverables outlined above.

**B.2 CAD FORMAT AND STANDARDS.** Gensler will use AutoCAD R14 and Gensler's CAD Standards. In the event the Client desires electronic files (CAD drawings) at the completion of the Project, Gensler shall transmit one set of electronic CAD files via CD Rom. These files will be transmitted after a Gensler CAD waiver has been executed by the Client and the final payment has been received by Gensler. The costs associated with the preparation of this data will be billed as an Additional Service on a time and materials basis.

**B.3 GENSLER'S ADDITIONAL SERVICES.** Gensler will provide services beyond Basic Services ("Additional Services") if requested by Client and confirmed in writing by Gensler. Additional Services include, but are not limited to:

- Preparation of renderings models, animations or presentation materials, including PowerPoint presentations.
- Assistance with coordination of lighting fixture orders and/or deliveries from equipment vendors.
- Preparation of lamp life cycle costing study.
- Redesign resulting from scope changes or cost reduction after the Client's acceptance of Lighting Designer's documentation.
- Preparation of energy-use calculations and/or other submittals as required for energy code compliance and/or public utility rebate programs.
- Client requested revisions that are inconsistent with prior approvals or instructions.
- Any structural design or analysis.
- Mock-ups of any kind.
- Any activity relating to the bidding or implementation of the Lighting Master Plan.
- Site visits to lighting manufacturer's facilities as required to verify their products' conformance to the Lighting Designer's specifications and/or their ability to perform according to any other project requirements.
- Services of a mechanical or electrical engineer, or any other consultants.
- Site visits to similar existing installations for the purposes of examining or comparing the existing conditions to the proposed work.
- Meetings with local utility companies, or other outside agencies or engineering firms, or land owners.
- Participation in presentations to town boards, committees or city council.
- Dimensional field verification of existing conditions.
- Any activity relating to the FAA or airport operations.



**C. SCOPE OF SERVICES PROVIDED BY CLIENT**

---

**C.1 SERVICES PROVIDED BY CLIENT OR OTHERS.** The following services shall be provided by the Client:

- a) Presentations to town committees, boards or city council;
- b) Coordination/negotiation with outside agencies not brought into the Project by the town in Phase One;
- c) Project implementation.

**C.2 ITEMS TO BE PROVIDED BY CLIENT.** The following items shall be provided by the Client to Gensler:

- a) Civil engineering CAD files, accurately depicting all involved streets in AutoCAD R14 format. These files shall indicate right-of-way, curbs, drives, medians, all existing utilities, walks, ramps, plantings, power poles, light poles, signage (public and private), and street furniture (benches, waste receptacles, etc.). The town shall also secure and provide written authorization for Gensler to utilize these files as the basis of the work as related to this Project.
- b) A copy of the town's approved lighting standards for public streets, private developments and any other similar criteria that will impact this Project. This information will be provided to Gensler prior to the start of Phase Two.

**D. COMPENSATION**

---

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses shall be as described below.

**D.1 Basic Services.** Compensation for Basic Services shall be the lump sum of Fourteen Thousand Dollars (\$14,000.00), which shall be based on the following percentages:

• Phase One – Pre-Design	15%	\$ 2,100.00
• Phase Two – Schematic Design	35%	\$ 4,900.00
• Phase Three – Final Design	50%	\$ 7,000.00

**D.2 Additional Services.** Compensation for Additional Services (if not agreed upon as a lump sum amount) shall be based on Gensler's Standard Hourly Billing Rates.

**D.3 Reimbursable Expenses.** Compensation for Reimbursable Expenses incurred by Gensler in connection with the Project shall be based on amounts invoiced to Gensler, plus fifteen percent (15%). Reimbursable expenses are costs incurred on behalf of the project and may include the following; plan reproductions, copies, courier services, long distance telephone charges, mileage, photography and facsimile.

**D.4 Consultants.** In the event Gensler is requested to engage outside consultants, the consultants will be retained as an Additional Service and the consultant fees shall be compensated based on amounts invoiced to Gensler, plus fifteen percent (15%).

In the event that Gensler's scope of services is increased as a result of retaining a consultant(s), Gensler shall notify the town's Project Manager of a change of scope and shall request additional fee for the increased scope.

**D.5 Progress Payments.** Progress payments shall be made monthly. Where Gensler's fee is based on a lump sum, progress payments for Basic Services shall be based on the percentage of services provided during the previous month.

## **E. AGREEMENT AND ACCEPTANCE**

---

**E.1 Agreement.** This Agreement is comprised of and incorporates the following documents, in order of precedence:


- a) Amendments and modifications signed by both parties;
- b) This Letter of Agreement;
- c) The attached Standard Terms and Conditions (STC), dated April 14, 2003.

Where a portion of one document is amended by another of higher precedence, all unmodified portions shall remain in effect.

**E.2 Effective Date.** The effective date of this Agreement is April 14, 2003.

**By Gensler**

Judy Pesek, IIDA

By   
(Signature)

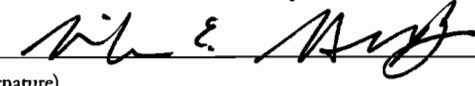
Vice President/Managing Director, 4/14/2003

(Title)

(Date)

**By Client**

MIKE MURPHY  
(Printed Name of Signatory)

By   
(Signature)

DIRECTOR OF PUBLIC WORKS

(Title)

(Date)

**STATEMENT OF CERTIFICATION.** The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.

# Terms and Conditions

<b>Project</b>	Town of Addison Arapaho Lighting Plan	<b>Date</b>	14 April 2003
<b>Project Location</b>	Addison, Texas	<b>This is page</b>	

1. The provisions on page 1 of this Work Authorization take precedence over these Terms and Conditions. Where a portion of one document is amended by another of a later date, all unmodified portions shall remain in effect. The terms "Gensler" and "Client" include each party's authorized representatives, officers, directors, shareholders, and employees. This Work Authorization shall not create a contractual relationship or duty to any third party.

2. Client shall provide full information regarding the requirements for the Project, and Gensler shall be entitled to rely upon the accuracy and completeness of such information.

3. The Drawings, Specifications, and other documents (collectively "Documents") and any computer tapes, disks, electronic data, or CAD files (collectively "Data") prepared by Gensler are instruments of service and shall remain Gensler's property. Upon completion of Gensler's services and payment of all amounts due Gensler, Client may retain copies or reproductions of the Documents and/or Data for information and reference in connection with Client's use and occupancy of the completed Project. Client agrees to indemnify and hold Gensler harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, accruing or resulting to any persons, firms, or other legal entities, on account of any damages or losses to property or persons, including death or economic loss, arising out of the unauthorized use, re-use, transfer or modification of the Documents and/or Data.

4. Gensler shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with the Work.

5. Claims, disputes, or other matters in question between the parties shall be subject to mediation under the auspices of a recognized professional mediation service prior to undertaking any legal action. The cost of the mediation service shall be borne equally by the parties. In any proceeding following unsuccessful mediation, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees and costs of defense.

6. Gensler agrees to indemnify and hold Client harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Gensler, its consultants, or anyone for whose acts either of them may be legally liable. Client agrees to indemnify and hold Gensler harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Client, its contractors or consultants, or anyone for whose acts any of them may be legally liable.

7. Client acknowledges that Gensler has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances.

8. Where services are to be compensated on an hourly basis, compensation shall be based on the flat hourly rates set forth in Gensler's and Gensler's consultants' standard rate schedules, which are subject to periodic adjustment. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Gensler and Gensler's consultants in the interest of the Project, including, but not limited to the following:

(a) Data communications, telecommunications, reproduction, shipping, handling, and delivery.

(b) Mileage, tolls, cab fares, and parking.

(c) Renderings, models, computer modeling, mock-ups, and photography.

(d) Sales taxes and other transactional taxes, and fees paid for securing approval of authorities having jurisdiction over the Project.

(e) Authorized out-of-town travel, including travel time, out-of-town living expenses, and long-distance communications.

(f) Additional insurance coverage or limits requested by Client in excess of that normally provided by Gensler and Gensler's consultants.

9. Progress payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable upon receipt of Gensler's invoices. Disputes or questions regarding an invoice or a portion of an invoice shall not be cause for withholding payment for the remaining portions due. Amounts unpaid thirty (30) days after the issue date of Gensler's invoice shall be assessed a service charge of one and one-half percent (1-1/2%) per month. This Work Authorization anticipates that Gensler's services will proceed continuously in accordance with the Project schedule. If, and to the extent that, time limits set forth in the original schedule are extended more than sixty (60) days beyond the dates established, Gensler's compensation shall be equitably adjusted.

10. This Work Authorization may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Work Authorization. Client's failure to make payments to Gensler in accordance with this Work Authorization shall constitute substantial nonperformance and cause for termination or suspension.

11. This Work Authorization shall be governed by the law of the location of Gensler's office identified on page 1 of this Work Authorization. This Work Authorization represents the entire and integrated agreement between Client and Gensler and supersedes all prior negotiations, representations, or agreements.

Town of Addison  
Lighting Planning

Project Schedule

ID	Task Name	Duration	Start	Finish	May							June				
					4/13	4/20	4/27	5/4	5/11	5/18	5/25	6/1	6/8	6/15	6/22	
1	Lighting Standards	22 days	Wed 4/23/03	Thu 5/22/03		▬										
2	Pre-Design	3 days	Wed 4/23/03	Fri 4/25/03		▬										
3	Schematic Development	9 days	Mon 4/28/03	Thu 5/8/03			▬									
4	Schematic Presentation	0 days	Fri 5/9/03	Fri 5/9/03					◆ 5/9							
5	Final Standards Development	8 days	Mon 5/12/03	Wed 5/21/03				▬								
6	Presentation & Approval	0 days	Thu 5/22/03	Thu 5/22/03						◆ 5/22						
7	Arapaho Lighting Plan	17 days	Fri 5/23/03	Tue 6/17/03						▬						
8	Pre-Design	2 days	Fri 5/23/03	Mon 5/26/03							▬					
9	Schematic Development	6 days	Tue 5/27/03	Tue 6/3/03							▬					
10	Schematic Presentation	0 days	Wed 6/4/03	Wed 6/4/03									◆ 6/4			
11	Final Plans & Budget	8 days	Thu 6/5/03	Mon 6/16/03								▬				
12	Plan Review & Approval	0 days	Tue 6/17/03	Tue 6/17/03												◆ 6/17

April 14, 2003

Mr. Steven Chutchian  
Assistant City Engineer  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

**Agreement for Design Services**

For Town of Addison  
Roadway and Pedestrian Lighting Standards

Dear Mr. Chutchian:

This Agreement is between the Town of Addison ("Client") and M. Arthur Gensler Jr. and Associates, Inc. ("Gensler") for design services.

**A. PROJECT**

---

**A.1 Project Description.** The project includes development of an Exterior Lighting Standards for the Town of Addison for the public right-of-ways. This development would include both roadway and pedestrian level lighting standards that would be incorporated in future phases of design and construction.

**A.2 Project Schedule.** Gensler will develop a Project Schedule of milestones for Client's review and approval. During design, Gensler and Client will monitor the Project for conformance with the Schedule, and Gensler will notify Client of any necessary changes in the Schedule. The following milestones are presently projected:

- |                                      |  |
|--------------------------------------|--|
| a) Commencement of Basic Services:   | Upon execution of contract               |
| b) Completion of Lighting Standards: | Approximately 20 days after Commencement |

**B. SCOPE OF SERVICES PROVIDED BY GENSLER**

---

Client and Gensler will provide the names of their Project team members, including the primary contact person and the person authorized to make decisions.

**B.1 GENSLER'S BASIC SERVICES.** The Scope of Work shall be broken down into the following phases.

**Phase One – Pre-Design**

**1. Pre-Design.** Gensler will review the Town of Addison's published lighting design criteria, utilizing the Arts and Events district as the current benchmark. Gensler and the consultant's will tour the project site(s) to observe and document existing conditions.

**2. Meeting(s).** Gensler shall attend one (1) meeting with the Client's Project Manager and a representative from each town department desiring input or review of the Project. The town's Project Manager shall coordinate the attendance; including coordinating the attendance of any outside agencies whose input is required. This meeting shall be to discuss the criteria which will be drivers for the Project which include:

- a) Illumination criteria,
- b) Systems concepts,
- c) Project costs/budget,
- d) Project Schedule,
- e) Fixture selection criteria,
- f) Lamping criteria,
- g) Maintenance criteria.

**3. Document review.** Gensler shall review existing drawings by HNTB (dated January 2002), BH&C (dated June 2002), Huitt Zolars (dated March 2003) and Sasaki (dated September 2002).

**4. Narrative.** Based on the pre-design meeting, Gensler shall prepare a written narrative outlining project criteria, systems concepts, cost guidelines, schedule parameters and maintenance issues that

**Phase Two – Schematic Design**

Based on the Client's review and acceptance of the Phase One deliverables, Gensler shall proceed to Phase Two.

**1. Schematic Lighting Fixture Selection.** Gensler shall prepare a lighting schedule supplemented by catalogue cutsheets and specifications provided by the lighting Manufacturer's Representative. Manufacturer's Representative throughout this project shall be Mark Healy of Architectural Lighting Associates, Inc.

**2. Schematic Lighting Layout.** Gensler shall prepare a schematic lighting layouts indicating fixture types and locations. Plan layouts will address typical roadways, medians, intersections and special event areas. This layout shall be prepared on background CAD drawings provided by the Client. Gensler will coordinate this work with the Client and lighting manufacturer representative.

**3. Schematic Sketch Details.** If required, Gensler shall prepare sketch details for any special lighting treatments. Special lighting treatments are defined as any non-street lighting required to illuminate existing objects in the public right-of-way.

**4. Schematic Lighting Fixture Budget.** Gensler will assist the lighting Manufacturer's Representative in preparing a preliminary budget. This budget shall include costs for light poles, bases, fixtures, and lamps. This schematic mark-up shall include a budget allowance for contractors' and distributors' mark-up.

**5. Presentation.** Gensler will participate in one (1) presentation meeting of the schematic design documents.

**Phase Three – Final Design**

Based upon the Client's review and acceptance of the Phase Two deliverables, Gensler shall proceed to Phase Three.

**1. Final Lighting Standards.** Gensler shall prepare a final lighting standards manual denoting selected fixtures, descriptions, manufacturer's name, catalog number, lamping selection, wattage and maintenance criteria



**2.** as required to describe each of the selected fixtures. This information will be compiled in booklet form and shall include manufacturer's cutsheets provided by the lighting representatives.

Plans will include diagrams for standard spacing and mounting details for typical conditions. Plan layouts will address application for typical roadways, medians, intersections and special event areas.

**2. Revised Final Budget.** Gensler shall, with the assistance of the lighting Manufacturer's Representative revise the final budget for lighting equipment based on the approved revisions from the schematic design. This budget shall include an allowance for contractors' and distributors' mark-up.

**3. Presentation.** Gensler will participate in one (1) presentation of the final Design documents. This meeting includes reviewing the deliverables outlined above.

**B.2 GENSLE'S ADDITIONAL SERVICES.** Gensler will provide services beyond Basic Services ("Additional Services") if requested by Client and confirmed in writing by Gensler. Additional Services include, but are not limited to:

- Preparation of renderings models, animations or presentation materials, including PowerPoint presentations.
- Assistance with coordination of lighting fixture orders and/or deliveries from equipment vendors.
- Preparation of lamp life cycle costing study.
- Redesign resulting from scope changes or cost reduction after the Client's acceptance of Lighting Designer's documentation.
- Preparation of energy-use calculations and/or other submittals as required for energy code compliance and/or public utility rebate programs.
- Client requested revisions that are inconsistent with prior approvals or instructions.
- Any structural design or analysis.
- Mock-ups of any kind.
- Any activity relating to the bidding or implementation of the Lighting Master Plan.
- Site visits to lighting manufacturer's facilities as required to verify their products' conformance to the Lighting Designer's specifications and/or their ability to perform according to any other project requirements.
- Services of a mechanical or electrical engineer, or any other consultants.
- Site visits to similar existing installations for the purposes of examining or comparing the existing conditions to the proposed work.

- Meetings with local utility companies, or other outside agencies or engineering firms, or land owners.
- Participation in presentations to town boards, committees or city council.
- Dimensional field verification of existing conditions.
- Any activity relating to the FAA or airport operations.

**C. SCOPE OF SERVICES PROVIDED BY CLIENT**

---

**C.1 SERVICES PROVIDED BY CLIENT OR OTHERS.** The following services shall be provided by the Client:

- a) Presentations to town committees, boards or city council;
- b) Coordination/negotiation with outside agencies not brought into the Project by the town in Phase One;
- c) Project implementation.

**C.2 ITEMS TO BE PROVIDED BY CLIENT.** The following items shall be provided by the Client to Gensler:

- a) Civil engineering CAD files, accurately depicting all involved streets in AutoCAD R14 format. These files shall indicate right-of-way, curbs, drives, medians, all existing utilities, walks, ramps, plantings, power poles, light poles, signage (public and private), and street furniture (benches, waste receptacles, etc.). The town shall also secure and provide written authorization for Gensler to utilize these files as the basis of the work as related to this Project.
- b) A copy of the town's approved lighting standards for public streets, private developments and any other similar criteria that will impact this Project. This information will be provided to Gensler prior to the start of Phase Two.

**D. COMPENSATION**

---

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses shall be as described below.

**D.1 Basic Services.** Compensation for Basic Services shall be the lump sum of Ten Thousand Dollars (\$10,000.00), which shall be based on the following percentages:

• Phase One – Pre-Design	15%	\$ 1,500.00
• Phase Two – Schematic Design	35%	\$ 3,500.00
• Phase Three – Final Design	50%	\$ 5,000.00

**D.2 Additional Services.** Compensation for Additional Services (if not agreed upon as a lump sum amount) shall be based on Gensler's Standard Hourly Billing Rates.

**D.3 Reimbursable Expenses.** Compensation for Reimbursable Expenses incurred by Gensler in connection with the Project shall be based on amounts invoiced to Gensler, plus fifteen percent (15%). Reimbursable expenses are costs incurred on behalf of the project and may include the following; plan reproductions, copies, courier services, long distance telephone charges, mileage, photography and facsimile.

**D.4 Consultants.** In the event Gensler is requested to engage outside consultants, the consultants will be retained as an Additional Service and the consultant fees shall be compensated based on amounts invoiced to Gensler, plus fifteen percent (15%).

In the event that Gensler's scope of services is increased as a result of retaining a consultant(s), Gensler shall notify the town's Project Manager of a change of scope and shall request additional fee for the increased scope.

**D.5 Progress Payments.** Progress payments shall be made monthly. Where Gensler's fee is based on a lump sum, progress payments for Basic Services shall be based on the percentage of services provided during the previous month.

**E. AGREEMENT AND ACCEPTANCE**

---

**E.1 Agreement.** This Agreement is comprised of and incorporates the following documents, in order of precedence:

- a) Amendments and modifications signed by both parties;
- b) This Letter of Agreement;
- c) The attached Standard Terms and Conditions (STC), dated April 14, 2003.

Where a portion of one document is amended by another of higher precedence, all unmodified portions shall remain in effect.

**E.2 Effective Date.** The effective date of this Agreement is April 14, 2003.

**By Gensler**

Judy Pesek, IIDA \_\_\_\_\_

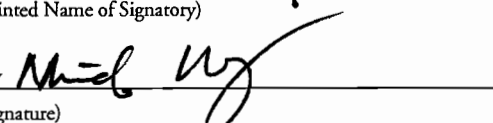
By  \_\_\_\_\_  
(Signature)

Vice President/Managing Director, 4/14/2003 \_\_\_\_\_

(Title) (Date)

**By Client**

MIKE MURPHY \_\_\_\_\_  
(Printed Name of Signatory)

By  \_\_\_\_\_  
(Signature)

DIRECTOR OF PUBLIC WORKS \_\_\_\_\_

(Title) (Date)

**STATEMENT OF CERTIFICATION.** The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.

# Terms and Conditions

<b>Project</b>	Town of Addison Lighting Standards	<b>Date</b>	14 April 2003
<b>Project Location</b>	Addison, Texas	<b>This is page</b>	

1. The provisions on page 1 of this Work Authorization take precedence over these Terms and Conditions. Where a portion of one document is amended by another of a later date, all unmodified portions shall remain in effect. The terms "Gensler" and "Client" include each party's authorized representatives, officers, directors, shareholders, and employees. This Work Authorization shall not create a contractual relationship or duty to any third party.
2. Client shall provide full information regarding the requirements for the Project, and Gensler shall be entitled to rely upon the accuracy and completeness of such information.
3. The Drawings, Specifications, and other documents (collectively "Documents") and any computer tapes, disks, electronic data, or CAD files (collectively "Data") prepared by Gensler are instruments of service and shall remain Gensler's property. Upon completion of Gensler's services and payment of all amounts due Gensler, Client may retain copies or reproductions of the Documents and/or Data for information and reference in connection with Client's use and occupancy of the completed Project. Client agrees to indemnify and hold Gensler harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, accruing or resulting to any persons, firms, or other legal entities, on account of any damages or losses to property or persons, including death or economic loss, arising out of the unauthorized use, re-use, transfer or modification of the Documents and/or Data.
4. Gensler shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with the Work.
5. Claims, disputes, or other matters in question between the parties shall be subject to mediation under the auspices of a recognized professional mediation service prior to undertaking any legal action. The cost of the mediation service shall be borne equally by the parties. In any proceeding following unsuccessful mediation, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees and costs of defense.
6. Gensler agrees to indemnify and hold Client harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Gensler, its consultants, or anyone for whose acts either of them may be legally liable. Client agrees to indemnify and hold Gensler harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Client, its contractors or consultants, or anyone for whose acts any of them may be legally liable.
7. Client acknowledges that Gensler has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances.
8. Where services are to be compensated on an hourly basis, compensation shall be based on the flat hourly rates set forth in Gensler's and Gensler's consultants' standard rate schedules, which are subject to periodic adjustment. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Gensler and Gensler's consultants in the interest of the Project, including, but not limited to the following:
  - (a) Data communications, telecommunications, reproduction, shipping, handling, and delivery.
  - (b) Mileage, tolls, cab fares, and parking.
  - (c) Renderings, models, computer modeling, mock-ups, and photography.
  - (d) Sales taxes and other transactional taxes, and fees paid for securing approval of authorities having jurisdiction over the Project.
  - (e) Authorized out-of-town travel, including travel time, out-of-town living expenses, and long-distance communications.
  - (f) Additional insurance coverage or limits requested by Client in excess of that normally provided by Gensler and Gensler's consultants.
9. Progress payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable upon receipt of Gensler's invoices. Disputes or questions regarding an invoice or a portion of an invoice shall not be cause for withholding payment for the remaining portions due. Amounts unpaid thirty (30) days after the issue date of Gensler's invoice shall be assessed a service charge of one and one-half percent (1-1/2%) per month. This Work Authorization anticipates that Gensler's services will proceed continuously in accordance with the Project schedule. If, and to the extent that, time limits set forth in the original schedule are extended more than sixty (60) days beyond the dates established, Gensler's compensation shall be equitably adjusted.
10. This Work Authorization may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Work Authorization. Client's failure to make payments to Gensler in accordance with this Work Authorization shall constitute substantial nonperformance and cause for termination or suspension.
11. This Work Authorization shall be governed by the law of the location of Gensler's office identified on page 1 of this Work Authorization. This Work Authorization represents the entire and integrated agreement between Client and Gensler and supersedes all prior negotiations, representations, or agreements.

**B. SCOPE OF SERVICES PROVIDED BY GENSLER**

---

Client and Gensler will provide the names of their Project team members, including the primary contact person and the person authorized to make decisions.

**B.1 GENSLER'S BASIC SERVICES.** The Scope of Work shall be broken down into the following phases.

**Phase One – Pre-Design**

**1. Pre-Design.** Gensler will review the Town of Addison's published lighting design criteria, to be supplied by the Client, Client's Project Schedule, and will tour the existing conditions.

**2. Meeting(s).** Gensler shall attend one (1) meeting with the Client's Project Manager and a representative from each town department desiring input or review of the Project. The town's Project Manager shall coordinate the attendance; including coordinating the attendance of any outside agencies whose input is required. This meeting shall be to discuss the criteria which will be drivers for the Project which include:

- a) Illumination criteria,
- b) Systems concepts,
- c) Project costs/budget,
- d) Project Schedule,
- e) Fixture selection criteria,
- f) Lamping criteria,
- g) Maintenance criteria.

**3. Document review.** Gensler shall review existing drawings by HNTB (dated January 2002), BH&C (dated June 2002), and Sasaki (dated September 2002).

**4. Narrative.** Based on the pre-design meeting, Gensler shall prepare a written narrative outlining project criteria, systems concepts, cost guidelines, schedule parameters and maintenance issues that will influence the Lighting Plan. This narrative will be forwarded to the town's Project Manager for review and approval.

April 14, 2003

Mr. Steve Chutchian  
Assistant City Engineer  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

Subject: **Agreement for Design Services**  
Town of Addison  
Lighting Planning

Dear Mr. Chutchian:

Please find attached, our revised proposals for development of Lighting Standards and lighting design for a portion of Arapaho Road. Also enclosed is our proposed project schedule. We are truly excited with the opportunity to assist you in developing the future vision of the Town of Addison and look forward to our meeting on Tuesday, April 22.

Should you have any questions regarding our proposal, please contact me.

Best regards,



David Botello, AIA

DB:mm

Enclosure

**MEMORANDUM**

---

**TO: Steve Chutchian**  
**FROM: John Hill**  
**RE: Agreement for Design Services - Gensler**  
**DATE: May 5, 2003**

---

Steve, below are comments regarding the proposed Agreement for Design Services with M. Arthur Gensler, Jr. and Associates, Inc. (while I have reviewed primarily the Agreement for the Arapaho Lighting Plan – Phase I, the comments would apply as well to the Agreement for Roadway and Pedestrian Lighting Standards):

1. Paragraph A.1 – Amend as follows:

"The project includes the layout and design of roadway and pedestrian lighting systems for the roadway segment of Addison Road ~~between~~ from Belt Line to the south and Arapaho Road to the North (the "Project"). The ~~Project layout and design~~ will utilize the Lighting Standards ("Lighting Standards") developed by Gensler and approved by the Town of Addison."

Does the Project include lighting design for the intersections of Addison Road/Belt Line and Addison Road/Arapaho? If so, then I would suggest clarifying the description of the "roadway segment".

2. Paragraph B.

(a) Consider adding a time (eg, "Prior to the initiation of services by Gensler...") to the first paragraph regarding the provision of names of the Project team members.

(b) B.1. – This refers to the "Scope of Work" while the title to Paragraph B. refers to "Scope of Services". Suggest using the same phrase throughout.

(i) Phase One

(A) The second sentence of Paragraph 1 ("Pre-Design") refers to "the consultant's", but there is no mention of who those consultants are. Is Gensler to sub out this project, or are these employees of Gensler? If employees, delete "consultants". If not employees, then the Agreement should make clear who is to perform the services.

(B) Amend the first sentence of Paragraph 2 ("Meeting(s)") as follows:

"Gensler shall attend one (1) pre-design meeting with the Client's Project Manager and a representative..."

(C) Amend Paragraph 4 ("Narrative") as follows:



"Based on the pre-design meeting and Gensler's review of the criteria, documents, and information described in paragraphs 1. ("Pre-Design") and 3. ("Document review") above and any other applicable or relevant information, Gensler shall prepare a written narrative outlining project criteria, systems concepts, cost guidelines, schedule parameters, and maintenance issues, and all other items listed in paragraph 2. ("Meetings") above that will influence the Lighting Plan for the Project. This narrative will be forwarded to Client's the town's Project Manager for review and approval."

(ii) Phase Two

(A) Paragraph 1 ("Schematic Lighting Layout") provides that "Gensler will coordinate this work with the Client and lighting manufacturer representative." This lighting manufacturer representative is mentioned elsewhere in the Agreement. Who is to retain the lighting manufacturer representative? If Gensler, then does the Town want the right to approve that representative?

(B) Amend the first sentence of paragraph 2 ("Schematic Sketch Details") as follows:

"If required by Client, Gensler shall prepare sketch details for any special lighting treatments."

(C) Paragraph 3 ("Schematic Lighting Fixture Budget") provides for a preliminary budget for the lighting fixtures; are lighting fixtures the only items that will require a budget, or are there others that are to be a part of the final lighting design that should be addressed during the Schematic Design phase?

(D) Paragraph 4 provides for participation by Gensler in one meeting; is that sufficient? Add "as requested by Client" at the end of the sentence.

(iii) Phase Three

(A) Note that paragraph 2 provides that Addison (the Client) will provide "CAD base plans by others". The last sentence provides for a "separate contract" if circuiting or wiring diagrams are to be provided; suggest amending the last portion of the sentence as follows:

"...Gensler will recommend to the Client a qualified electrical engineer, who may will provide this service as part of a separate contract between Client and the engineer as may be determined by Client."

(B) The first sentence of paragraph 4 states that Gensler will "revise the final budget...", but the second sentence refers to a "schematic mark-up"; it appears that this sentence should be revised as follows:

"This ~~final budget~~~~schematic mark-up~~ shall include ~~ana~~ budget allowance for contractors' and distributors' mark-up."

(C) Paragraph 5 provides that Gensler will participate in one meeting regarding the final design documents; is that sufficient?

3. Paragraph B.2

(a) The second sentence describes a "CAD waiver" which the Town will be asked to sign in order to receive electronic CAD files via CD Rom. If that is something that you believe the Town anticipates requesting, the Agreement should so state; we should examine the waiver prior to executing the Agreement, and I would suggest that the form of waiver be made an exhibit to the Agreement. This paragraph further provides that the costs for the preparation of the data will be billed as an additional service, but that the electronic CAD files will not be transmitted until "final payment has been received by Gensler"; therefore, the final payment should include the cost for this additional service.

4. Paragraph B.3

(a) Please review the list of Additional Services to determine that they are acceptable, and that none should be included in the basic services.

(b) Amend the second sentence as follows:

"Except to the extent that the following services are to be provided as a part of Gensler's services described above in Paragraph B.1 (Gensler's Basic Services), Additional Services include, but are not limited to:"

For example, it may be that the basic services will include the preparation of presentation materials (first bullet point), or participation in presentations to town boards, committees or city council (third-to-last bullet point).

5. Paragraph C.2

(a) Paragraph a) provides that the Town will provide to Gensler certain CAD files; please review to determine that such information can be provided. The last sentence states that the Town will "provide written authorization" for Gensler to use the CAD files. Is there any authorization needed beyond the Agreement itself? If not, then delete the last sentence.

(b) Add below subparagraph b) the following"

"Gensler understands and recognizes that all items provided hereunder are owned by the Client, and that such items shall be used by Gensler solely in connection with the Project and for no other purpose."

6. Paragraph D

(a) D.2 states that Additional Services will, if not agreed upon as a lump sum amount, be billed at Gensler's standard hourly billing rates. Those rates should be attached as an exhibit.

(b) D.3 provides that there is a 15% mark-up to Gensler for reimbursable expenses. Please review to determine if that is acceptable. Also, is there a not-to-exceed figure for such expenses (without the prior written approval of the Town)?

(c) Amend D.4 as follows:

"In the event Gensler is requested by Client to engage outside consultants, the consultants will be retained as an Additional Service..."

Again, there is a 15% mark-up to Gensler for these consultants; please review to determine if this is acceptable.

(d) Amend D.5 as follows:

"Progress payments for work properly performed shall be made monthly after the submission of an invoice by Gensler, which invoice shall be submitted on or before the 10<sup>th</sup> day of each month. Where Gensler's fee is based on a lump sum, progress payments for Basic Services shall be based on the percentage of services provided during the previous month. Each such invoice shall include (i) a detailed description of the work performed for the month preceding the date of the invoice, (ii) detailed time reports for that month for all Gensler personnel who work under this Agreement, (iii) an itemized statement of any reimbursable costs and expenses incurred; (iv) true and correct copies of any and all receipts, invoices, and other documents and materials in support of the invoice, and (v) any such additional documents or materials as the Client may request in connection with the statement and/or the compensation paid to Gensler. Gensler shall not be entitled to any compensation for any services or work not actually performed or for any lost profits as a result of any abandonment or suspension of work by the Client.

Client shall not be obligated to make payment to Gensler hereunder if:

(a) Gensler is in default of any of its obligations under this Agreement (and payment may be withheld to the extent of any such default);

(b) Any part of such payment is attributable to any services of Gensler which are not performed in accordance with this Agreement;

(c) Gensler has failed to make payment promptly to consultants or other third parties used by Gensler in connection with Gensler's services hereunder for which the Client has made payment to Gensler; or

(d) If Client, in its good faith judgment and after consultation with Gensler, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services hereunder, no additional payments will be due Gensler hereunder unless and until Gensler performs a sufficient portion of the services so that such portion of the compensation remaining unpaid is determined by Client to be sufficient to complete the services."

7. Paragraph E.

(a) E.1a) describes "Amendments and modifications signed by both parties", but does not describe what "amendments" or "modifications" refer to (eg, what it is that is amended or modified).

8. Terms and Conditions

(a) Paragraph 1

(i) The first sentence provides that the "provisions on page 1 of this Work Authorization take precedence over these Terms and Conditions." Is there a "Work Authorization" (see also paragraphs 9 and 10)? If not, then delete that sentence.

(ii) Delete the third sentence which begins "The terms 'Gensler' and 'Client' include..."

(b) Paragraph 3 - Amend in its entirety as follows:

"Upon payment to Gensler for work properly performed, drawings, designs, plans, specifications, reports, information, and other documents or materials (together, "Drawings"), in whatever format (including, without limitation, electronic format), prepared by Gensler in connection herewith belong to, and remain the property

of, the Client for its exclusive reuse at any time without further compensation and without any restrictions, and all intellectual property rights in connection with the same (whether copyright or otherwise) are hereby assigned by Gensler to Client. Gensler may make and retain reproducible copies of the same for Gensler's own record, but not for further use for any purpose whatsoever except upon receiving written permission from the Client."

(c) Paragraph 4 – The word "Work" is used but is not defined.

(d) Paragraph 5

(i) Amend the first sentence as follows:

"Claims, disputes, or other matters in question between the parties which cannot be resolved by the parties shall be subject to nonbinding mediation under the auspices of a mutually acceptable recognized professional mediation service prior to undertaking any legal action. By mutual agreement the parties may postpone mediation until each has completed some specified but limited discovery about the dispute. Any nonbinding dispute resolution process conducted under this Agreement shall be confidential as provided by law. If neither a negotiated settlement or mediated resolution is obtained within a reasonable period of time, either party hereto parties may pursue any available legal or equitable remedy."

(ii) Delete the last sentence.

(e) Paragraph 6 – Amend in its entirety to read as follows:

"Gensler agrees to and shall defend and indemnify the Town of Addison, Texas, its officials, officers, agents and employees (together, for purposes of this subparagraph, the "Indemnified Persons") against, and hold the Indemnified Persons harmless from, any and all claims, actions, causes of action, demands, losses, harm, damages, liability, expenses, lawsuits, judgments, costs, and fees (including reasonable attorney fees and court costs), asserted by any person or entity on account of or for any injury to or the death of any person, or any damage to or destruction of any property, or any other harm for which damages or any other form of recovery is sought (whether at law or in equity), to the extent caused by the negligent, grossly negligent, or wrongful acts, errors, or omissions of Gensler, its officers, employees, agents, engineers, consultants, contractors, subcontractors, or any person or entity for whom Gensler is legally liable, under, in connection with, or in the

performance of, this Agreement. The provisions of this paragraph shall survive the termination of this Agreement."

(f) Paragraph 7 – Please note that this paragraph provides that Gensler has no expertise in and is not being retained to investigate, etc. hazardous substances.

(g) Paragraph 8

(i) Amend the first sentence as follows:

"Where services are to be compensated on an hourly basis, compensation shall be based on the flat hourly rates set forth in Gensler's and Gensler's consultants standard rate schedules, which will not be adjusted during the term of this Agreementare subject to periodic adjustment."

(ii) Amend subparagraph (e) as follows:

~~"Authorized out-of-town travel outside of Dallas County, Texas or any county abutting Dallas County authorized in writing by Client, including travel time, out-of-town living expenses, and long-distance communications."~~

(h) Paragraph 9 – Amend as follows:

~~"Progress payments for work properly performed shall for Basic and Additional Services and Reimbursable Expenses shall be due and payable within thirty (30) days after upon receipt of Gensler's invoices. Disputes or questions regarding an invoice or a portion of an invoice shall not be cause for withholding payment for the remaining portions due. Such a~~Amounts unpaid thirty (30) days after the issue date of Gensler's invoice shall be assessed a service charge of one and one-half percent (1-1/2%) per month. This Work Authorization anticipates that Gensler's services will proceed continuously in accordance with the Project schedule. If, and to the extent that, time limits set forth in the original schedule are extended more than sixty (60) days beyond the dates established through no fault of Gensler, Gensler's compensation shall be equitably adjusted as agree upon between the parties."

(i) Paragraph 10 – Amend as follows:

~~"This Agreement~~Work Authorization may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially (through no fault of the party initiating the termination) to perform in accordance with the terms of this

~~Agreement~~Work Authorization. Client's failure to make payments to Gensler in accordance with this ~~Agreement~~Work Authorization shall constitute substantial nonperformance and cause for termination or suspension. In case of such termination, the Client shall pay Gensler for services properly performed and reimbursable expenses incurred to the date of termination in accordance with this Agreement. If Client has compensated Gensler for work not yet performed, Gensler shall promptly return such compensation to Client in the event of such termination. In the event of such termination and upon payment to Gensler for the work properly performed by Gensler to the date of such termination, Gensler shall deliver to the Client all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items, in whatever form or format, prepared by Gensler in connection with this Agreement and the Project.

In addition to the above, this Agreement may be terminated by Client upon not less than seven (7) days written notice to Gensler in the event that the Project is abandoned by Client, in Client's sole discretion. In the event Client Owner suspends or delays Gensler's services hereunder, Client shall give written notice of such suspension or delay to Gensler, and Gensler shall cease all work and labor being performed under this Agreement immediately upon receipt of said notice. In the event this Agreement is terminated, Gensler shall invoice Client for all work properly completed and shall be compensated in accordance with the terms of this Agreement for all such work accomplished prior to the receipt of said notice. In the event of termination of this Agreement for any reason, no amount shall be due for lost or anticipated profits."

- (j) Paragraph 11 – Amend in its entirety to read as follows:

"In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract. ~~This Work Authorization shall be governed by the location of Gensler's office identified on page 1 of this Work Authorization.~~ ~~This Agreement~~Work Authorization represents the

entire and integrated agreement between Client and Gensler and supersedes all prior negotiations, representations, or agreements."

(k) Add the following:

12. Gensler represents and warrants that it is authorized to practice architecture in the State of Texas and that any necessary licenses, permits or other authorization to practice civil engineering and landscape architecture and to provide the services set forth herein have been heretofore acquired as required by law, rule or regulation. Notwithstanding anything herein to the contrary, Gensler and Client agree and acknowledge that Gensler is entering into this Agreement in reliance on Gensler's professional abilities with respect to performing the services set forth herein. Gensler's services under this Agreement shall be performed in a manner consistent with professional skill and care in accordance with the professional standards of architecture prevailing in the Dallas-Fort Worth metroplex area, and shall be performed in a timely manner. Gensler shall perform its services in accordance with all laws, regulations, and rules in accordance with the standard of care set forth herein.

13. Notwithstanding Client's approval of any of the Drawings, Gensler warrants and represents that the same, as the same may be amended or supplemented by Gensler, per the standard of care, shall, to the best of Gensler's knowledge, information and belief, be sufficient and adequate for construction of the Project, shall be free from material error, and shall be satisfactory to the Client. Approval by Client of any of Gensler's Drawings or other work pursuant to this Agreement shall not constitute nor be deemed a release of the responsibility and liability of Gensler, its officers, employees, subcontractors, agents and consultants for the accuracy and competency of the same, nor shall such approval be deemed to be an assumption of or an indemnification for such responsibility or liability by Client for any defect, error or omission in such Drawings or work, it being understood that the Owner at all times is ultimately relying on Gensler's skill and knowledge in preparing the same.

Gensler shall promptly correct any defective designs or specifications furnished by Gensler at no cost to Client. The Owner's approval, acceptance, use of or payment for all or any part of the Gensler's services hereunder shall in no way alter Gensler's obligations or Client's rights hereunder.



14. In connection with this Agreement, Gensler shall provide and maintain in full force and effect during the term of this Agreement:

(i) Workers' compensation and employer's liability insurance for the protection of Gensler's employees, to the extent required by the law of the State of Texas;

(ii) Commercial general liability insurance with limits not less than One Million and No/100 Dollars \$1,000,000.00 each occurrence combined single limit bodily injury and property damage, including contractual liability (covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement), personal injury, broadform property damage, products and completed operations coverage (and if such commercial general liability insurance contains a general aggregate limit, it shall apply separately to the Services under this Agreement);

(iii) Comprehensive automobile liability insurance with limits not less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence combined single limit bodily injury and property damage, including owned, non-owned and hired auto coverage, as applicable; and a

(iv) Professional Liability Insurance to protect from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than Two Million and No/100 Dollars (\$2,000,000.00) per claim and aggregate. This coverage must be maintained for at least two (2) years after the project contemplated herein is completed. If coverage is written on a claims-made basis, the retroactive date must not be later than the inception date of this Agreement.

All such policies of insurance shall (a) be issued by insurance companies reasonably acceptable to Client, (b) except for professional liability insurance, shall name (by endorsement) the Town of Addison, Texas, its officials, officers, employees and agents as an additional insured or loss payee, as the case may be, (c) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, (d) contain a waiver of subrogation endorsement in favor of the Town of Addison, Texas, and (e) provide for at least thirty (30) days written notice to the Town of Addison, Texas prior to cancellation, non-renewal or material

modification which affects this Agreement. Certificates of insurance (together with the declaration page of such policies, along with the endorsement naming the Town of Addison, Texas as an additional insured or loss payee, as the case may be), satisfactory to Client, evidencing all coverage above, shall be promptly delivered to Town and updated as may be appropriate, with complete copies of such policies furnished to the Client upon request. The Client reserves the right to review the insurance requirements contained herein and to reasonably adjust coverages and limits when deemed necessary and prudent by the Client; provided, however, that if such adjustment results in an increased premium cost to Gensler, the Client shall pay for such increase.

15. Any rights, remedies, or obligations either party may have with respect to the other arising out of the performance of services during the term of this Agreement, and all provisions of this Agreement allocating responsibility or liability between Gensler and Client, shall survive the cancellation, expiration or termination of this Agreement.

16. Gensler shall have no power to and shall not assign, sublet, subcontract, transfer, or otherwise convey its interest, rights, duties, and responsibilities in this Agreement without the prior written consent of the Client, and any such assignment, subletting, subcontract, transfer or other conveyance shall be deemed a material breach of this Agreement and the Client shall have the right to terminate this Agreement immediately and without further notice; Client shall have no power to and shall not assign, sublet, transfer, or otherwise convey its interest, rights, duties, and responsibilities in this Agreement without the prior written consent of Gensler, and any such assignment, subletting, transfer or other conveyance shall be deemed a material breach of this Agreement and Gensler shall have the right to terminate this Agreement immediately and without further notice.

17. Notices from one party to another shall be personally delivered or sent by United States mail certified, or registered, return receipt requested, postage prepaid, to the addresses stated in this paragraph:

To Gensler:

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
Dallas, Texas 75240

To Client:

5300 Belt Line Road  
Dallas, Texas 75254  
Attn: Director of Public Works

All notices required to be given in writing by one party or the other shall be considered as having been given to the addressee (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box. The addresses and addressees for the purpose hereof may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

18. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

19. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect.

cc: Ken Dippel

JOHN - MIKE & I HAVE NEGOTIATED THE TWO 4/25/03  
ATTACHED PROPOSALS WITH THE LIGHTING  
COMPANY. BEFORE WE SIGN OFF, CAN YOU  
GIVE EACH ONE A LOOK & LET US KNOW  
IF IT IS O.K. THANKS. STEVE C.

TOWN OF  
ADDISON

PUBLIC WORKS

To: JOHN HILL

From: STEVE CHUTCHIAN

Company: COWLES & THOMPSON

FAX #: 214-672-2370

Date: 4/25/03

No. of pages (including cover): \_\_\_\_\_

Phone: 972/450-2886

Fax: 972/450-2837

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

# HP LaserJet 3200se



HP LASERJET 3200

APR-25-2003 1:30PM

## Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
102	4/25/2003	1:22:23PM	Send	92146722370	7:52	19	OK

JOHN - MIKE & I HAVE NEGOTIATED THE TWO 4/25/03  
ATTACHED PROPOSALS WITH THE LIGHTING  
COMPANY. BEFORE WE SIGN OFF, CAN YOU  
GIVE EACH ONE A LOOK & LET US KNOW  
IF IT IS O.K. THANKS. STEVE C.  
TOWN OF  
ADDISON PUBLIC WORKS

To: JOHN HILL From: STEVE CHUTCHIAN  
Company: COWLES & THOMPSON Phone: 972/450-2886  
FAX #: 214-672-2370 Fax: 972/450-2837  
Date: 4/25/03  
No. of pages (including cover): \_\_\_\_\_  
16801 Westgrove  
P.O. Box 9010  
Addison, TX 75001-9010

April 14, 2003

Mr. Steven Chutchian  
Assistant City Engineer  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

**Agreement for Design Services**  
For Town of Addison  
Arapaho Lighting Plan- Phase I

Dear Mr. Chutchian:

This Agreement is between the Town of Addison ("Client") and M. Arthur Gensler Jr. and Associates, Inc. ("Gensler") for design services.

**A. PROJECT**

---

**A.1 Project Description.** The project includes the design of roadway and pedestrian lighting systems for the roadway segment of Addison Road from Belt Line to the south and Arapaho Road to the North. The layout and design will utilize the Lighting Standards developed by Gensler and approved by the Town of Addison.

**A.2 Project Schedule.** Gensler will develop a Project Schedule of milestones for Client's review and approval. During design, Gensler and Client will monitor the Project for conformance with the Schedule, and Gensler will notify Client of any necessary changes in the Schedule. The following milestones are presently projected:

- |   |  |
|---|--|
| a) Commencement of Basic Services:        | Upon execution of contract                       |
| b) Completion of Lighting Plan Documents: | 15 days after approval of the Lighting Standards |

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
*Dallas* Texas 75240  
Tel: 214. 273. 1500  
Fax: 214. 273. 1505

**B. SCOPE OF SERVICES PROVIDED BY GENSLER**

---

Client and Gensler will provide the names of their Project team members, including the primary contact person and the person authorized to make decisions.

**B.1 GENSLER'S BASIC SERVICES.** The Scope of Work shall be broken down into the following phases.

**Phase One – Pre-Design**

**1. Pre-Design.** Gensler will review the Town of Addison's published lighting design criteria, utilizing the Arts and Events district as the current benchmark. Gensler and the consultant's will tour the project site(s) to observe and document existing conditions.

**2. Meeting(s).** Gensler shall attend one (1) meeting with the Client's Project Manager and a representative from each town department desiring input or review of the Project. The town's Project Manager shall coordinate the attendance; including coordinating the attendance of any outside agencies whose input is required. This meeting shall be to discuss the criteria which will be drivers for the Project which include:

- a) Illumination criteria,
- b) Systems concepts,
- c) Project costs/budget,
- d) Project Schedule,
- e) Fixture selection criteria,
- f) Lamping criteria,
- g) Maintenance criteria.

**3. Document review.** Gensler shall review existing drawings by HNTB (dated January 2002), BH&C (dated June 2002), and Sasaki (dated September 2002).

**4. Narrative.** Based on the pre-design meeting, Gensler shall prepare a written narrative outlining project criteria, systems concepts, cost guidelines, schedule parameters and maintenance issues that

will influence the Lighting Plan. This narrative will be forwarded to the town's Project Manager for review and approval.

**Phase Two – Schematic Design**

Based on the Client's review and acceptance of the Phase One deliverables, Gensler shall proceed with Phase Two.

- 1. Schematic Lighting Layout.** Gensler shall prepare a schematic lighting layout indicating lighting fixture types and locations. This layout shall be prepared on background CAD drawings provided by the Client. Gensler will coordinate this work with the Client and lighting manufacturer representative.
- 2. Schematic Sketch Details.** If required, Gensler shall prepare sketch details for any special lighting treatments. Special lighting treatments are defined as any non-street lighting required to illuminate existing objects in the public right-of-way.
- 3. Schematic Lighting Fixture Budget.** Gensler will assist the lighting Manufacturer's Representative in preparing a preliminary budget. This budget shall include costs for light poles, bases, fixtures, and lamps. This schematic budget shall include an allowance for contractors' and distributors' mark-up.
- 4. Presentation.** Gensler will participate in one (1) presentation meeting of the schematic design documents.

**Phase Three – Final Design**

Based upon the Client's review and acceptance of the Phase Two deliverables, Gensler shall proceed to Phase Three.

- 1. Final Lighting Fixture Schedule.** Working with the lighting Manufacturer's Representative, Gensler shall prepare a final lighting fixture schedule denoting selected fixtures, descriptions, manufacturer's name, catalog number, lamping selection, wattage and similar information as required to describe each of the selected fixtures. This schedule will be incorporated into the Final Lighting Design Package.



**2. Final Lighting Layout.** Based on CAD base plans by others, provided by the Client, Gensler, with the assistance of the lighting Manufacturer's Representative, shall prepare a final design plan, indicating the locations, dimensions and types of all proposed light fixtures. This item does not include any circuiting or wiring diagrams, which are typically prepared by an electrical engineer. In the event that this service is requested, Gensler will recommend to the Client a qualified electrical engineer, who will provide this service as part of a separate contract.

**3. Final Details.** Gensler will prepare final details of the schematic details developed as part of the Phase Two work. These plans will include standard mounting details for typical conditions.

**4. Revised Final Budget.** Gensler shall, with the assistance of the lighting Manufacturer's Representative revise the final budget for lighting equipment based on the approved revisions from the schematic design. This schematic mark-up shall include a budget allowance for contractors' and distributors' mark-up.

**5. Presentation.** Gensler will participate in one (1) presentation of the final Design documents. This meeting includes reviewing the deliverables outlined above.

**B.2 CAD FORMAT AND STANDARDS.** Gensler will use AutoCAD R14 and Gensler's CAD Standards. In the event the Client desires electronic files (CAD drawings) at the completion of the Project, Gensler shall transmit one set of electronic CAD files via CD Rom. These files will be transmitted after a Gensler CAD waiver has been executed by the Client and the final payment has been received by Gensler. The costs associated with the preparation of this data will be billed as an Additional Service on a time and materials basis.

**B.3 GENSLE'S ADDITIONAL SERVICES.** Gensler will provide services beyond Basic Services ("Additional Services") if requested by Client and confirmed in writing by Gensler. Additional Services include, but are not limited to:

- Preparation of renderings models, animations or presentation materials, including PowerPoint presentations.
- Assistance with coordination of lighting fixture orders and/or deliveries from equipment vendors.
- Preparation of lamp life cycle costing study.
- Redesign resulting from scope changes or cost reduction after the Client's acceptance of Lighting Designer's documentation.
- Preparation of energy-use calculations and/or other submittals as required for energy code compliance and/or public utility rebate programs.
- Client requested revisions that are inconsistent with prior approvals or instructions.
- Any structural design or analysis.
- Mock-ups of any kind.
- Any activity relating to the bidding or implementation of the Lighting Master Plan.
- Site visits to lighting manufacturer's facilities as required to verify their products' conformance to the Lighting Designer's specifications and/or their ability to perform according to any other project requirements.
- Services of a mechanical or electrical engineer, or any other consultants.
- Site visits to similar existing installations for the purposes of examining or comparing the existing conditions to the proposed work.
- Meetings with local utility companies, or other outside agencies or engineering firms, or land owners.
- Participation in presentations to town boards, committees or city council.
- Dimensional field verification of existing conditions.
- Any activity relating to the FAA or airport operations.

**C. SCOPE OF SERVICES PROVIDED BY CLIENT**

---

**C.1 SERVICES PROVIDED BY CLIENT OR OTHERS.** The following services shall be provided by the Client:

- a) Presentations to town committees, boards or city council;
- b) Coordination/negotiation with outside agencies not brought into the Project by the town in Phase One;
- c) Project implementation.

**C.2 ITEMS TO BE PROVIDED BY CLIENT.** The following items shall be provided by the Client to Gensler:

- a) Civil engineering CAD files, accurately depicting all involved streets in AutoCAD R14 format. These files shall indicate right-of-way, curbs, drives, medians, all existing utilities, walks, ramps, plantings, power poles, light poles, signage (public and private), and street furniture (benches, waste receptacles, etc.). The town shall also secure and provide written authorization for Gensler to utilize these files as the basis of the work as related to this Project.
- b) A copy of the town's approved lighting standards for public streets, private developments and any other similar criteria that will impact this Project. This information will be provided to Gensler prior to the start of Phase Two.

**D. COMPENSATION**

---

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses shall be as described below.

**D.1 Basic Services.** Compensation for Basic Services shall be the lump sum of Fourteen Thousand Dollars (\$14,000.00), which shall be based on the following percentages:

• Phase One – Pre-Design	15%	\$ 2,100.00
• Phase Two – Schematic Design	35%	\$ 4,900.00
• Phase Three – Final Design	50%	\$ 7,000.00

**D.2 Additional Services.** Compensation for Additional Services (if not agreed upon as a lump sum amount) shall be based on Gensler's Standard Hourly Billing Rates.

**D.3 Reimbursable Expenses.** Compensation for Reimbursable Expenses incurred by Gensler in connection with the Project shall be based on amounts invoiced to Gensler, plus fifteen percent (15%). Reimbursable expenses are costs incurred on behalf of the project and may include the following; plan reproductions, copies, courier services, long distance telephone charges, mileage, photography and facsimile.

**D.4 Consultants.** In the event Gensler is requested to engage outside consultants, the consultants will be retained as an Additional Service and the consultant fees shall be compensated based on amounts invoiced to Gensler, plus fifteen percent (15%).

In the event that Gensler's scope of services is increased as a result of retaining a consultant(s), Gensler shall notify the town's Project Manager of a change of scope and shall request additional fee for the increased scope.

**D.5 Progress Payments.** Progress payments shall be made monthly. Where Gensler's fee is based on a lump sum, progress payments for Basic Services shall be based on the percentage of services provided during the previous month.

## **E. AGREEMENT AND ACCEPTANCE**

---

**E.1 Agreement.** This Agreement is comprised of and incorporates the following documents, in order of precedence:

- a) Amendments and modifications signed by both parties;
- b) This Letter of Agreement;
- c) The attached Standard Terms and Conditions (STC), dated April 14, 2003.

Where a portion of one document is amended by another of higher precedence, all unmodified portions shall remain in effect.

Agreement for Architectural Services  
Town of Addison  
Arapaho Lighting Plan  
Revised April 14, 2003  
Page 8

**Gensler**

**E.2 Effective Date.** The effective date of this Agreement is April 14, 2003.

**By Gensler**

**By Client**

Judy Pesek, IIDA

\_\_\_\_\_  
(Printed Name of Signatory)

By

(Signature)



By

(Signature)

Vice President/Managing Director, 4/14/2003

(Title)

(Date)

(Title)

(Date)

**STATEMENT OF CERTIFICATION.** The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
Dallas Texas 75240  
Tel: 214. 273. 1500  
Fax: 214. 273. 1505

# Terms and Conditions

**Project**

Town of Addison Arapaho Lighting Plan

**Date**

14 April 2003

**Project Location**

Addison, Texas

**This is page**

1. The provisions on page 1 of this Work Authorization take precedence over these Terms and Conditions. Where a portion of one document is amended by another of a later date, all unmodified portions shall remain in effect. The terms "Gensler" and "Client" include each party's authorized representatives, officers, directors, shareholders, and employees. This Work Authorization shall not create a contractual relationship or duty to any third party.

2. Client shall provide full information regarding the requirements for the Project, and Gensler shall be entitled to rely upon the accuracy and completeness of such information.

3. The Drawings, Specifications, and other documents (collectively "Documents") and any computer tapes, disks, electronic data, or CAD files (collectively "Data") prepared by Gensler are instruments of service and shall remain Gensler's property. Upon completion of Gensler's services and payment of all amounts due Gensler, Client may retain copies or reproductions of the Documents and/or Data for information and reference in connection with Client's use and occupancy of the completed Project. Client agrees to indemnify and hold Gensler harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, accruing or resulting to any persons, firms, or other legal entities, on account of any damages or losses to property or persons, including death or economic loss, arising out of the unauthorized use, re-use, transfer or modification of the Documents and/or Data.

4. Gensler shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with the Work.

5. Claims, disputes, or other matters in question between the parties shall be subject to mediation under the auspices of a recognized professional mediation service prior to undertaking any legal action. The cost of the mediation service shall be borne equally by the parties. In any proceeding following unsuccessful mediation, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees and costs of defense.

6. Gensler agrees to indemnify and hold Client harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Gensler, its consultants, or anyone for whose acts either of them may be legally liable. Client agrees to indemnify and hold Gensler harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Client, its contractors or consultants, or anyone for whose acts any of them may be legally liable.

7. Client acknowledges that Gensler has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances.

8. Where services are to be compensated on an hourly basis, compensation shall be based on the flat hourly rates set forth in Gensler's and Gensler's consultants' standard rate schedules, which are subject to periodic adjustment. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Gensler and Gensler's consultants in the interest of the Project, including, but not limited to the following:

- (a) Data communications, telecommunications, reproduction, shipping, handling, and delivery.
- (b) Mileage, tolls, cab fares, and parking.
- (c) Renderings, models, computer modeling, mock-ups, and photography.
- (d) Sales taxes and other transactional taxes, and fees paid for securing approval of authorities having jurisdiction over the Project.
- (e) Authorized out-of-town travel, including travel time, out-of-town living expenses, and long-distance communications.
- (f) Additional insurance coverage or limits requested by Client in excess of that normally provided by Gensler and Gensler's consultants.

9. Progress payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable upon receipt of Gensler's invoices. Disputes or questions regarding an invoice or a portion of an invoice shall not be cause for withholding payment for the remaining portions due. Amounts unpaid thirty (30) days after the issue date of Gensler's invoice shall be assessed a service charge of one and one-half percent (1-1/2%) per month. This Work Authorization anticipates that Gensler's services will proceed continuously in accordance with the Project schedule. If, and to the extent that, time limits set forth in the original schedule are extended more than sixty (60) days beyond the dates established, Gensler's compensation shall be equitably adjusted.

10. This Work Authorization may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Work Authorization. Client's failure to make payments to Gensler in accordance with this Work Authorization shall constitute substantial nonperformance and cause for termination or suspension.

11. This Work Authorization shall be governed by the law of the location of Gensler's office identified on page 1 of this Work Authorization. This Work Authorization represents the entire and integrated agreement between Client and Gensler and supersedes all prior negotiations, representations, or agreements.

Town of Addison  
Lighting Planning

Project Schedule

ID	Task Name	Duration	Start	Finish	May							June				
					4/13	4/20	4/27	5/4	5/11	5/18	5/25	6/1	6/8	6/15	6/22	
1	Lighting Standards	22 days	Wed 4/23/03	Thu 5/22/03		▶										
2	Pre-Design	3 days	Wed 4/23/03	Fri 4/25/03		■										
3	Schematic Development	9 days	Mon 4/28/03	Thu 5/8/03			■									
4	Schematic Presentation	0 days	Fri 5/9/03	Fri 5/9/03					◆ 5/9							
5	Final Standards Development	8 days	Mon 5/12/03	Wed 5/21/03						■						
6	Presentation & Approval	0 days	Thu 5/22/03	Thu 5/22/03								◆ 5/22				
7	Arapaho Lighting Plan	17 days	Fri 5/23/03	Tue 6/17/03						▶						
8	Pre-Design	2 days	Fri 5/23/03	Mon 5/26/03								■				
9	Schematic Development	6 days	Tue 5/27/03	Tue 6/3/03									■			
10	Schematic Presentation	0 days	Wed 6/4/03	Wed 6/4/03											◆ 6/4	
11	Final Plans & Budget	8 days	Thu 6/5/03	Mon 6/16/03										■		
12	Plan Review & Approval	0 days	Tue 6/17/03	Tue 6/17/03												◆ 6/17

April 14, 2003

Mr. Steven Chutchian  
Assistant City Engineer  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

**Agreement for Design Services**

For Town of Addison  
Roadway and Pedestrian Lighting Standards

Dear Mr. Chutchian:

This Agreement is between the Town of Addison ("Client") and M. Arthur Gensler Jr. and Associates, Inc. ("Gensler") for design services.

**A. PROJECT**

---

**A.1 Project Description.** The project includes development of an Exterior Lighting Standards for the Town of Addison for the public right-of-ways. This development would include both roadway and pedestrian level lighting standards that would be incorporated in future phases of design and construction.

**A.2 Project Schedule.** Gensler will develop a Project Schedule of milestones for Client's review and approval. During design, Gensler and Client will monitor the Project for conformance with the Schedule, and Gensler will notify Client of any necessary changes in the Schedule. The following milestones are presently projected:

- |                                      |  |
|--------------------------------------|--|
| a) Commencement of Basic Services:   | Upon execution of contract               |
| b) Completion of Lighting Standards: | Approximately 20 days after Commencement |

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
Dallas Texas 75240  
Tel: 214. 273. 1500  
Fax: 214. 273. 1505



**B. SCOPE OF SERVICES PROVIDED BY GENSLER**

---

Client and Gensler will provide the names of their Project team members, including the primary contact person and the person authorized to make decisions.

**B.1 GENSLER'S BASIC SERVICES.** The Scope of Work shall be broken down into the following phases.

**Phase One – Pre-Design**

**1. Pre-Design.** Gensler will review the Town of Addison's published lighting design criteria, to be supplied by the Client, Client's Project Schedule, and will tour the existing conditions.

**2. Meeting(s).** Gensler shall attend one (1) meeting with the Client's Project Manager and a representative from each town department desiring input or review of the Project. The town's Project Manager shall coordinate the attendance; including coordinating the attendance of any outside agencies whose input is required. This meeting shall be to discuss the criteria which will be drivers for the Project which include:

- a) Illumination criteria,
- b) Systems concepts,
- c) Project costs/budget,
- d) Project Schedule,
- e) Fixture selection criteria,
- f) Lamping criteria,
- g) Maintenance criteria.

**3. Document review.** Gensler shall review existing drawings by HNTB (dated January 2002), BH&C (dated June 2002), and Sasaki (dated September 2002).

**4. Narrative.** Based on the pre-design meeting, Gensler shall prepare a written narrative outlining project criteria, systems concepts, cost guidelines, schedule parameters and maintenance issues that will influence the Lighting Plan. This narrative will be forwarded to the town's Project Manager for review and approval.

**Phase Two – Schematic Design**

Based on the Client's review and acceptance of the Phase One deliverables, Gensler shall proceed to Phase Two.

**1. Schematic Lighting Fixture Selection.** Gensler shall prepare a lighting schedule supplemented by catalogue cutsheets and specifications provided by the lighting Manufacturer's Representative. Manufacturer's Representative throughout this project shall be Mark Healy of Architectural Lighting Associates, Inc.

**2. Schematic Lighting Layout.** Gensler shall prepare a schematic lighting layouts indicating fixture types and locations. Plan layouts will address typical roadways, medians, intersections and special event areas. This layout shall be prepared on background CAD drawings provided by the Client. Gensler will coordinate this work with the Client and lighting manufacturer representative.

**3. Schematic Sketch Details.** If required, Gensler shall prepare sketch details for any special lighting treatments. Special lighting treatments are defined as any non-street lighting required to illuminate existing objects in the public right-of-way.

**4. Schematic Lighting Fixture Budget.** Gensler will assist the lighting Manufacturer's Representative in preparing a preliminary budget. This budget shall include costs for light poles, bases, fixtures, and lamps. This schematic mark-up shall include a budget allowance for contractors' and distributors' mark-up.

**5. Presentation.** Gensler will participate in one (1) presentation meeting of the schematic design documents.

**Phase Three – Final Design**

Based upon the Client's review and acceptance of the Phase Two deliverables, Gensler shall proceed to Phase Three.

**1. Final Lighting Standards.** Gensler shall prepare a final lighting standards manual denoting selected fixtures, descriptions, manufacturer's name, catalog number, lamping selection, wattage and maintenance criteria

**2.** as required to describe each of the selected fixtures. This information will be compiled in booklet form and shall include manufacturer's cutsheets provided by the lighting representatives.

Plans will include diagrams for standard spacing and mounting details for typical conditions. Plan layouts will address application for typical roadways, medians, intersections and special event areas.

**2. Revised Final Budget.** Gensler shall, with the assistance of the lighting Manufacturer's Representative revise the final budget for lighting equipment based on the approved revisions from the schematic design. This budget shall include an allowance for contractors' and distributors' mark-up.

**3. Presentation.** Gensler will participate in one (1) presentation of the final Design documents. This meeting includes reviewing the deliverables outlined above.

**B.2 GENSLE'S ADDITIONAL SERVICES.** Gensler will provide services beyond Basic Services ("Additional Services") if requested by Client and confirmed in writing by Gensler. Additional Services include, but are not limited to:

- Preparation of renderings models, animations or presentation materials, including PowerPoint presentations.
- Assistance with coordination of lighting fixture orders and/or deliveries from equipment vendors.
- Preparation of lamp life cycle costing study.
- Redesign resulting from scope changes or cost reduction after the Client's acceptance of Lighting Designer's documentation.
- Preparation of energy-use calculations and/or other submittals as required for energy code compliance and/or public utility rebate programs.
- Client requested revisions that are inconsistent with prior approvals or instructions.
- Any structural design or analysis.
- Mock-ups of any kind.
- Any activity relating to the bidding or implementation of the Lighting Master Plan.
- Site visits to lighting manufacturer's facilities as required to verify their products' conformance to the Lighting Designer's specifications and/or their ability to perform according to any other project requirements.
- Services of a mechanical or electrical engineer, or any other consultants.
- Site visits to similar existing installations for the purposes of examining or comparing the existing conditions to the proposed work.

- Meetings with local utility companies, or other outside agencies or engineering firms, or land owners.
- Participation in presentations to town boards, committees or city council.
- Dimensional field verification of existing conditions.
- Any activity relating to the FAA or airport operations.

**C. SCOPE OF SERVICES PROVIDED BY CLIENT**

---

**C.1 SERVICES PROVIDED BY CLIENT OR OTHERS.** The following services shall be provided by the Client:

- a) Presentations to town committees, boards or city council;
- b) Coordination/negotiation with outside agencies not brought into the Project by the town in Phase One;
- c) Project implementation.

**C.2 ITEMS TO BE PROVIDED BY CLIENT.** The following items shall be provided by the Client to Gensler:

- a) Civil engineering CAD files, accurately depicting all involved streets in AutoCAD R14 format. These files shall indicate right-of-way, curbs, drives, medians, all existing utilities, walks, ramps, plantings, power poles, light poles, signage (public and private), and street furniture (benches, waste receptacles, etc.). The town shall also secure and provide written authorization for Gensler to utilize these files as the basis of the work as related to this Project.
- b) A copy of the town's approved lighting standards for public streets, private developments and any other similar criteria that will impact this Project. This information will be provided to Gensler prior to the start of Phase Two.

**D. COMPENSATION**

---

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses shall be as described below.

**D.1 Basic Services.** Compensation for Basic Services shall be the lump sum of Ten Thousand Dollars (\$10,000.00), which shall be based on the following percentages:

• Phase One – Pre-Design	15%	\$ 1,500.00
• Phase Two – Schematic Design	35%	\$ 3,500.00
• Phase Three – Final Design	50%	\$ 5,000.00

**D.2 Additional Services.** Compensation for Additional Services (if not agreed upon as a lump sum amount) shall be based on Gensler's Standard Hourly Billing Rates.

**D.3 Reimbursable Expenses.** Compensation for Reimbursable Expenses incurred by Gensler in connection with the Project shall be based on amounts invoiced to Gensler, plus fifteen percent (15%). Reimbursable expenses are costs incurred on behalf of the project and may include the following; plan reproductions, copies, courier services, long distance telephone charges, mileage, photography and facsimile.

**D.4 Consultants.** In the event Gensler is requested to engage outside consultants, the consultants will be retained as an Additional Service and the consultant fees shall be compensated based on amounts invoiced to Gensler, plus fifteen percent (15%).

In the event that Gensler's scope of services is increased as a result of retaining a consultant(s), Gensler shall notify the town's Project Manager of a change of scope and shall request additional fee for the increased scope.

**D.5 Progress Payments.** Progress payments shall be made monthly. Where Gensler's fee is based on a lump sum, progress payments for Basic Services shall be based on the percentage of services provided during the previous month.

**E. AGREEMENT AND ACCEPTANCE**

---

**E.1 Agreement.** This Agreement is comprised of and incorporates the following documents, in order of precedence:

- a) Amendments and modifications signed by both parties;
- b) This Letter of Agreement;
- c) The attached Standard Terms and Conditions (STC), dated April 14, 2003.

Where a portion of one document is amended by another of higher precedence, all unmodified portions shall remain in effect.

**E.2 Effective Date.** The effective date of this Agreement is April 14, 2003.

**By Gensler**

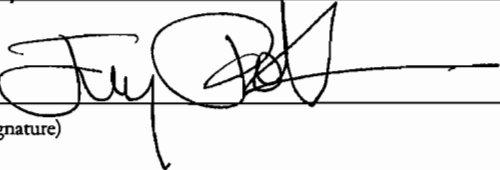
**By Client**

Judy Pesek, IIDA

\_\_\_\_\_  
(Printed Name of Signatory)

By

(Signature)



By

(Signature)

Vice President/Managing Director, 4/14/2003

(Title)

(Date)

(Title)

(Date)

**STATEMENT OF CERTIFICATION.** The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.

**Terms and Conditions****Project**

Town of Addison Lighting Standards

**Date**

14 April 2003

**Project Location**

Addison, Texas

**This is page**

1. The provisions on page 1 of this Work Authorization take precedence over these Terms and Conditions. Where a portion of one document is amended by another of a later date, all unmodified portions shall remain in effect. The terms "Gensler" and "Client" include each party's authorized representatives, officers, directors, shareholders, and employees. This Work Authorization shall not create a contractual relationship or duty to any third party.

2. Client shall provide full information regarding the requirements for the Project, and Gensler shall be entitled to rely upon the accuracy and completeness of such information.

3. The Drawings, Specifications, and other documents (collectively "Documents") and any computer tapes, disks, electronic data, or CAD files (collectively "Data") prepared by Gensler are instruments of service and shall remain Gensler's property. Upon completion of Gensler's services and payment of all amounts due Gensler, Client may retain copies or reproductions of the Documents and/or Data for information and reference in connection with Client's use and occupancy of the completed Project. Client agrees to indemnify and hold Gensler harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, accruing or resulting to any persons, firms, or other legal entities, on account of any damages or losses to property or persons, including death or economic loss, arising out of the unauthorized use, re-use, transfer or modification of the Documents and/or Data.

4. Gensler shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with the Work.

5. Claims, disputes, or other matters in question between the parties shall be subject to mediation under the auspices of a recognized professional mediation service prior to undertaking any legal action. The cost of the mediation service shall be borne equally by the parties. In any proceeding following unsuccessful mediation, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees and costs of defense.

6. Gensler agrees to indemnify and hold Client harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Gensler, its consultants, or anyone for whose acts either of them may be legally liable. Client agrees to indemnify and hold Gensler harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Client, its contractors or consultants, or anyone for whose acts any of them may be legally liable.

7. Client acknowledges that Gensler has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances.

8. Where services are to be compensated on an hourly basis, compensation shall be based on the flat hourly rates set forth in Gensler's and Gensler's consultants' standard rate schedules, which are subject to periodic adjustment. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Gensler and Gensler's consultants in the interest of the Project, including, but not limited to the following:

- (a) Data communications, telecommunications, reproduction, shipping, handling, and delivery.
- (b) Mileage, tolls, cab fares, and parking.
- (c) Renderings, models, computer modeling, mock-ups, and photography.
- (d) Sales taxes and other transactional taxes, and fees paid for securing approval of authorities having jurisdiction over the Project.
- (e) Authorized out-of-town travel, including travel time, out-of-town living expenses, and long-distance communications.
- (f) Additional insurance coverage or limits requested by Client in excess of that normally provided by Gensler and Gensler's consultants.

9. Progress payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable upon receipt of Gensler's invoices. Disputes or questions regarding an invoice or a portion of an invoice shall not be cause for withholding payment for the remaining portions due. Amounts unpaid thirty (30) days after the issue date of Gensler's invoice shall be assessed a service charge of one and one-half percent (1-1/2%) per month. This Work Authorization anticipates that Gensler's services will proceed continuously in accordance with the Project schedule. If, and to the extent that, time limits set forth in the original schedule are extended more than sixty (60) days beyond the dates established, Gensler's compensation shall be equitably adjusted.

10. This Work Authorization may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Work Authorization. Client's failure to make payments to Gensler in accordance with this Work Authorization shall constitute substantial nonperformance and cause for termination or suspension.

11. This Work Authorization shall be governed by the law of the location of Gensler's office identified on page 1 of this Work Authorization. This Work Authorization represents the entire and integrated agreement between Client and Gensler and supersedes all prior negotiations, representations, or agreements.

Addison  
4/1/03  
1:10-3:10 P.M. 4/2/03

MICHAEL E. MURPHY, P.E.  
Director of Public Works  
(972) 450-2878  
(972) 450-2837 FAX  
mmurphy@ci.addison.tx.us E-mail

Town of Addison 16801 Westgrove Dr. P.O. Box 9010, Addison, Texas 75001-9010

STEVE - Jim,

IT LOOKS LIKE WE'RE CLOSE.  
WE NEED TO GET THE GENSLER  
GUYS BACK TO FINAL UP THE  
SCOPE ETC. ETC. ---

IT IS MY RECOLLECTION THAT  
THE ADDISON ROAD PROJECT WOULD  
NOT BE INCLUDED HERE, BUT WOULD  
BE INCLUDED AS PART OF THE  
ADDISON RD. ENER., AND THERE BY  
WE WOULD BE ABLE TO KEEP  
PRICE UNDER \$25K.

NONE THE LESS --- SET UP MEETING  
WITH GENSLER ASAP.

Mike, Steve, Jeff, Gensler

Mike



December 19, 2002

Mr. Steve Chutchian  
Assistant City Engineer  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

Subject: **Agreement for Design Services**  
For Town of Addison  
Lighting Master Plan

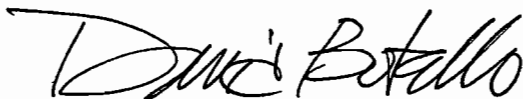
*Steve -  
check this against  
ETC Standard Form &  
agreement between Owner  
& Consultant to see if  
anything important is  
missing (like insurance).  
JEP  
3-28-03*

Dear Mr. Chutchian:

I, along with Craig Beneke and Mark Healy of Architectural Lighting Associates are pleased to submit this proposal for a Lighting Master Plan for the Town of Addison. We look forward to our future work together and the start of this project.

Should you have any questions regarding our proposal, please contact me.

Best regards,



David Botello, AIA

DB:mm

Enclosure

*Reviewed  
SK  
3/31/03*

# Gensler

March 25, 2003

Mr. Steven Chutchian  
Assistant City Engineer  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

Subject: **Agreement for Design Services**  
For Town of Addison  
Lighting Master Plan

Dear Mr. Chutchian:

This Agreement is between the Town of Addison ("Client") and M. Arthur Gensler Jr. and Associates, Inc. ("Gensler") for design services.

## **A. PROJECT**

---

**A.1 Project Description.** The project includes development of an Exterior Lighting Master Plan for the Town of Addison for the public right-of-ways. This development would include both roadway and pedestrian level lighting standards that would be incorporated in future phases of design and construction. The initial phase would entail the following roadway segment:

- Addison Road from Belt Line to the south and Morris Avenue to the North;

**A.2 Project Schedule.** Gensler will develop a Project Schedule of milestones for Client's review and approval. During design, Gensler and Client will monitor the Project for conformance with the Schedule, and Gensler will notify Client of any necessary changes in the Schedule. The following milestones are presently projected:

- |   |   |
|---|---|
| a) Commencement of Basic Services:          | Upon execution of contract                  |
| b) Completion of Master Planning Documents: | Approximately 45-60 days after Commencement |

*THIS NEEDS TO BE  
PERFORMED ASAP!*

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
Dallas Texas 75240  
Tel: 214. 273. 1500  
Fax: 214. 273. 1505

*Other projects  
Arroyo Ph. III ?  
Spectrum ?*

**B. SCOPE OF SERVICES PROVIDED BY GENSLER**

---

Client and Gensler will provide the names of their Project team members, including the primary contact person and the person authorized to make decisions.

**B.1 GENSLER'S BASIC SERVICES.** The Scope of Work shall be broken down into the following phases.

**Phase One - Pre-Design**

**1. Pre-Design.** Gensler will review the Town of Addison's published lighting design criteria to be supplied by the Client, Client's Project Schedule, and will tour the existing conditions.

ARB & ELEMB  
LIGHTING DESIGN  
IS THE BENCHMARK  
CRAIG B. HAS  
LATEST LIGHTING  
REVISIONS IN  
HAND.

**2. Meeting(s).** Gensler shall attend one (1) meeting with the Client's Project Manager and a representative from each town department desiring input or review of the Project. The town's Project Manager shall coordinate the attendance; including coordinating the attendance of any outside agencies whose input is required. This meeting shall be to discuss the criteria which will be drivers for the Project which include:

- a) Illumination criteria,
- b) Systems concepts,
- c) Project costs/budget,
- d) Project Schedule,
- e) Fixture selection criteria,
- f) Lamping criteria
- g) Maintenance criteria.

Arupah III ? yes!

**3. Document review.** Gensler shall review existing drawings by HNTB (dated January 2002), BH&C (dated June 2002), and Sasaki (dated September 2002). ADDISON ED.

ARB & ELEMB { HITT-ZOLLARS (SPECTRUM PERI)

**4. Narrative.** Based on the pre-design meeting, Gensler shall prepare a written narrative outlining project criteria, systems concepts, cost guidelines, schedule parameters and maintenance issues that will influence the Master Plan. This narrative will be forwarded to the town's Project Manager for review.

**Phase Two – Schematic Design**

Based on the Client's review and acceptance of the Phase One deliverables, Gensler shall proceed to Phase Two.

**1. Schematic Lighting Fixture Selection.** Gensler shall prepare a lighting schedule supplemented by catalogue cutsheets and specifications provided by the lighting Manufacturer's Representative. Manufacturer's Representative throughout this project shall be Mark Healy of Architectural Lighting Associates, Inc.

**2. Schematic Lighting Layout.** Gensler shall prepare a schematic lighting layout indicating lighting fixture types and locations. This layout shall be prepared on background CAD drawings provided by the Client. Gensler will coordinate this work with the Client and lighting manufacturer representative.

**3. Schematic Sketch Details.** If required, Gensler shall prepare sketch details for any special lighting treatments. Special lighting treatments are defined as any non-street lighting required to illuminate existing objects in the public right-of-way.

**4. Schematic Lighting Fixture Budget.** Gensler will assist the lighting Manufacturer's Representative in preparing a preliminary budget. This budget shall include costs for light poles, bases, fixtures, and lamps. This schematic mark-up shall include a budget allowance for contractors' and distributors' mark-up.

**5. Presentation.** Gensler will participate in one (1) presentation meeting of the schematic design documents.

**Phase Three – Final Design**

Based upon the Client's review and acceptance of the Phase Two deliverables, Gensler shall proceed to Phase Three.

**1. Final Lighting Fixture Schedule.** Working with the lighting Manufacturer's Representative, Gensler shall prepare a final lighting fixture schedule denoting selected fixtures, descriptions, manufacturer's name, catalog number, lamping selection, wattage and similar information as required

*Criteria should be presented in such a way that it can be applied to future projects. ✓*

to describe each of the selected fixtures. This information will be compiled in 11" x 17" booklet form and shall include manufacturer's cutsheets provided by the lighting representatives.

**2. Final Lighting Layout.** Based on CAD base plans by others, provided by the Client, Gensler, with the assistance of the lighting Manufacturer's Representative, shall prepare a final design plan, indicating the locations and types of all proposed light fixtures. These plans will include standard mounting details for typical conditions. This item does not include any circuiting or wiring diagrams, which are typically prepared by an electrical engineer. In the event that this service is requested, Gensler will recommend to the Client a qualified electrical engineer, who will provide this service as part of a separate contract.

**3. Final Details.** Gensler will prepare final details of the schematic details developed as part of the Phase Two work.

**4. Revised Final Budget.** Gensler shall, with the assistance of the lighting Manufacturer's Representative revise the final budget for lighting equipment based on the approved revisions from the schematic design. This schematic mark-up shall include a budget allowance for contractors' and distributors' mark-up.

**5. Presentation.** Gensler will participate in one (1) presentation of the final Design documents. This meeting includes reviewing the deliverables outlined above.

**B.2 CAD FORMAT AND STANDARDS.** Gensler will use AutoCAD R14 and Gensler's CAD Standards. In the event the Client desires electronic files (CAD drawings) at the completion of the Project, Gensler shall transmit one set of electronic CAD files via CD Rom. These files will be transmitted after a Gensler CAD waiver has been executed by the Client and the final payment has been received by Gensler. The costs associated with the preparation of this data will be billed as an Additional Service on a time and materials basis.

*THE OVERALL SCOPE OF WORK IS ~~NOT~~ NEVER CLEARLY DEFINED  
WE NEED A SPECIFIC STREET & PEDESTRIAN LIGHTING  
PLAN FOR ADDISON RD. IN ADDITION, WE NEED  
AN OVERALL MASTER PLAN FOR LIGHTING  
ALONG ALL OF OUR MAJOR ROADS - BELT LINE, DALLAS  
ARROWHEAD, SPECTRUM, ETC. & A TYPICAL  
RESIDENTIAL PLAN*

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
Texas 75240  
Tel: 214. 273. 1500  
Fax: 214. 273. 1505

**B.3 GENSLE'S ADDITIONAL SERVICES.** Gensler will provide services beyond Basic Services ("Additional Services") if requested by Client and confirmed in writing by Gensler. Additional Services include, but are not limited to:

- Preparation of renderings models, animations or presentation materials, including PowerPoint presentations.
- Assistance with coordination of lighting fixture orders and/or deliveries from equipment vendors.
- Preparation of lamp life cycle costing study.
- Redesign resulting from scope changes or cost reduction after the Client's acceptance of Lighting Designer's documentation.
- Preparation of energy-use calculations and/or other submittals as required for energy code compliance and/or public utility rebate programs.
- Client requested revisions that are inconsistent with prior approvals or instructions.
- Any structural design or analysis.
- Mock-ups of any kind.
- Any activity relating to the bidding or implementation of the Lighting Master Plan.
- Site visits to lighting manufacturer's facilities as required to verify their products' conformance to the Lighting Designer's specifications and/or their ability to perform according to any other project requirements.
- Services of a mechanical or electrical engineer, or any other consultants.
- Site visits to similar existing installations for the purposes of examining or comparing the existing conditions to the proposed work.
- Meetings with local utility companies, or other outside agencies or engineering firms, or land owners.
- Participation in presentations to town boards, committees or city council.
- Dimensional field verification of existing conditions.
- Any activity relating to the FAA or airport operations.

**C. SCOPE OF SERVICES PROVIDED BY CLIENT**

**C.1 SERVICES PROVIDED BY CLIENT OR OTHERS.** The following services shall be provided by the Client:

- a) Presentations to town committees, boards or city council;
- b) Coordination/negotiation with outside agencies not brought into the Project by the town in Phase One;
- c) Project implementation.

**C.2 ITEMS TO BE PROVIDED BY CLIENT.** The following items shall be provided by the Client to Gensler:

- a) Civil engineering CAD files, accurately depicting all involved streets in AutoCAD R14 format. These files shall indicate right-of-way, curbs, drives, medians, all existing utilities, walks, ramps, plantings, power poles, light poles, signage (public and private), and street furniture (benches, waste receptacles, etc.). The town shall also secure and provide written authorization for Gensler to utilize these files as the basis of the work as related to this Project.
- b) A copy of the town's approved lighting standards for public streets, private developments and any other similar criteria that will impact this Project. This information will be provided to Gensler prior to the start of Phase Two.

*We need Gensler to develop this - yes!  
we only HAVE*

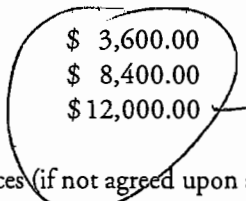
**D. COMPENSATION**

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses shall be as described below.

*A & E  
PLAN AS  
A  
BENCHMARK!*

**D.1 Basic Services.** Compensation for Basic Services shall be the lump sum of Twenty Four Thousand Dollars (\$24,000.00), which shall be based on the following percentages:

• Phase One – Pre-Design	15%	\$ 3,600.00
• Phase Two – Schematic Design	35%	\$ 8,400.00
• Phase Three – Final Design	50%	\$ 12,000.00



*IT IS HARD TO  
JUDGE THIS, WHEN  
THE SCOPE OF  
WORK IS NOT CLEAR!*

**D.2 Additional Services.** Compensation for Additional Services (if not agreed upon as a lump sum amount) shall be based on Gensler's Standard Hourly Billing Rates.

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
Dallas Texas 75240  
Tel: 214. 273. 1500  
Fax: 214. 273. 1505

**D.3 Reimbursable Expenses.** Compensation for Reimbursable Expenses incurred by Gensler in connection with the Project shall be based on amounts invoiced to Gensler, plus fifteen percent (15%). Reimbursable expenses are costs incurred on behalf of the project and may include the following; plan reproductions, copies, courier services, long distance telephone charges, mileage, photography and facsimile.

**D.4 Consultants.** In the event Gensler is requested to engage outside consultants, the consultants will be retained as an Additional Service and the consultant fees shall be compensated based on amounts invoiced to Gensler, plus fifteen percent (15%).

In the event that Gensler's scope of services is increased as a result of retaining a consultant(s), Gensler shall notify the town's Project Manager of a change of scope and shall request additional fee for the increased scope.

**D.5 Progress Payments.** Progress payments shall be made monthly. Where Gensler's fee is based on a lump sum, progress payments for Basic Services shall be based on the percentage of services provided during the previous month.

#### **E. AGREEMENT AND ACCEPTANCE**

---

**E.1 Agreement.** This Agreement is comprised of and incorporates the following documents, in order of precedence:

- a) Amendments and modifications signed by both parties;
- b) This Letter of Agreement;
- c) The attached Standard Terms and Conditions (STC), dated April 15, 2002.

*where? ← Not attached need for review*

Where a portion of one document is amended by another of higher precedence, all unmodified portions shall remain in effect.



**E.2 Effective Date.** The effective date of this Agreement is March 25, 2003.

**By Gensler**

**By Client**

Judy Pesek, IIDA

\_\_\_\_\_  
(Printed Name of Signatory)

By \_\_\_\_\_  
(Signature)



By \_\_\_\_\_  
(Signature)

Vice President/Managing Director, 3/25/2003

(Title)

(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**STATEMENT OF CERTIFICATION.** The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.

December 19, 2002

Mr. Steve Chutchian  
Assistant City Engineer  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

Subject: **Agreement for Design Services**  
For Town of Addison  
Lighting Master Plan

Dear Mr. Chutchian:

I, along with Craig Beneke and Mark Healy of Architectural Lighting Associates are pleased to submit this proposal for a Lighting Master Plan for the Town of Addison. We look forward to our future work together and the start of this project.

Should you have any questions regarding our proposal, please contact me.

Best regards,



David Botello, AIA

DB:mm

Enclosure

March 25, 2003

Mr. Steven Chutchian  
Assistant City Engineer  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

Subject: **Agreement for Design Services**  
For Town of Addison  
Lighting Master Plan

Dear Mr. Chutchian:

This Agreement is between the Town of Addison ("Client") and M. Arthur Gensler Jr. and Associates, Inc. ("Gensler") for design services.

**A. PROJECT**

---

**A.1 Project Description.** The project includes development of an Exterior Lighting Master Plan for the Town of Addison for the public right-of-ways. This development would include both roadway and pedestrian level lighting standards that would be incorporated in future phases of design and construction. The initial phase would entail the following roadway segment:

- Addison Road from Belt Line to the south and Morris Avenue to the North;

**A.2 Project Schedule.** Gensler will develop a Project Schedule of milestones for Client's review and approval. During design, Gensler and Client will monitor the Project for conformance with the Schedule, and Gensler will notify Client of any necessary changes in the Schedule. The following milestones are presently projected:

- |   |   |
|---|---|
| a) Commencement of Basic Services:          | Upon execution of contract                  |
| b) Completion of Master Planning Documents: | Approximately 45-60 days after Commencement |

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
Dallas Texas 75240  
Tel: 214. 273. 1500  
Fax: 214. 273. 1505

**B. SCOPE OF SERVICES PROVIDED BY GENSLER**

---

Client and Gensler will provide the names of their Project team members, including the primary contact person and the person authorized to make decisions.

**B.1 GENSLER'S BASIC SERVICES.** The Scope of Work shall be broken down into the following phases.

**Phase One – Pre-Design**

**1. Pre-Design.** Gensler will review the Town of Addison's published lighting design criteria, to be supplied by the Client, Client's Project Schedule, and will tour the existing conditions.

**2. Meeting(s).** Gensler shall attend one (1) meeting with the Client's Project Manager and a representative from each town department desiring input or review of the Project. The town's Project Manager shall coordinate the attendance; including coordinating the attendance of any outside agencies whose input is required. This meeting shall be to discuss the criteria which will be drivers for the Project which include:

- a) Illumination criteria,
- b) Systems concepts,
- c) Project costs/budget,
- d) Project Schedule,
- e) Fixture selection criteria,
- f) Lamping criteria
- g) Maintenance criteria.

**3. Document review.** Gensler shall review existing drawings by HNTB (dated January 2002), BH&C (dated June 2002), and Sasaki (dated September 2002).

**4. Narrative.** Based on the pre-design meeting, Gensler shall prepare a written narrative outlining project criteria, systems concepts, cost guidelines, schedule parameters and maintenance issues that will influence the Master Plan. This narrative will be forwarded to the town's Project Manager for review.

**Phase Two – Schematic Design**

Based on the Client's review and acceptance of the Phase One deliverables, Gensler shall proceed to Phase Two.

**1. Schematic Lighting Fixture Selection.** Gensler shall prepare a lighting schedule supplemented by catalogue cutsheets and specifications provided by the lighting Manufacturer's Representative. Manufacturer's Representative throughout this project shall be Mark Healy of Architectural Lighting Associates, Inc.

**2. Schematic Lighting Layout.** Gensler shall prepare a schematic lighting layout indicating lighting fixture types and locations. This layout shall be prepared on background CAD drawings provided by the Client. Gensler will coordinate this work with the Client and lighting manufacturer representative.

**3. Schematic Sketch Details.** If required, Gensler shall prepare sketch details for any special lighting treatments. Special lighting treatments are defined as any non-street lighting required to illuminate existing objects in the public right-of-way.

**4. Schematic Lighting Fixture Budget.** Gensler will assist the lighting Manufacturer's Representative in preparing a preliminary budget. This budget shall include costs for light poles, bases, fixtures, and lamps. This schematic mark-up shall include a budget allowance for contractors' and distributors' mark-up.

**5. Presentation.** Gensler will participate in one (1) presentation meeting of the schematic design documents.

**Phase Three – Final Design**

Based upon the Client's review and acceptance of the Phase Two deliverables, Gensler shall proceed to Phase Three.

**1. Final Lighting Fixture Schedule.** Working with the lighting Manufacturer's Representative, Gensler shall prepare a final lighting fixture schedule denoting selected fixtures, descriptions, manufacturer's name, catalog number, lamping selection, wattage and similar information as required

to describe each of the selected fixtures. This information will be compiled in 11" x 17" booklet form and shall include manufacturer's cutsheets provided by the lighting representatives.

**2. Final Lighting Layout.** Based on CAD base plans by others, provided by the Client, Gensler, with the assistance of the lighting Manufacturer's Representative, shall prepare a final design plan, indicating the locations and types of all proposed light fixtures. These plans will include standard mounting details for typical conditions. This item does not include any circuiting or wiring diagrams, which are typically prepared by an electrical engineer. In the event that this service is requested, Gensler will recommend to the Client a qualified electrical engineer, who will provide this service as part of a separate contract.

**3. Final Details.** Gensler will prepare final details of the schematic details developed as part of the Phase Two work.

**4. Revised Final Budget.** Gensler shall, with the assistance of the lighting Manufacturer's Representative revise the final budget for lighting equipment based on the approved revisions from the schematic design. This schematic mark-up shall include a budget allowance for contractors' and distributors' mark-up.

**5. Presentation.** Gensler will participate in one (1) presentation of the final Design documents. This meeting includes reviewing the deliverables outlined above.

**B.2 CAD FORMAT AND STANDARDS.** Gensler will use AutoCAD R14 and Gensler's CAD Standards. In the event the Client desires electronic files (CAD drawings) at the completion of the Project, Gensler shall transmit one set of electronic CAD files via CD Rom. These files will be transmitted after a Gensler CAD waiver has been executed by the Client and the final payment has been received by Gensler. The costs associated with the preparation of this data will be billed as an Additional Service on a time and materials basis.

**B.3 GENSLE'S ADDITIONAL SERVICES.** Gensler will provide services beyond Basic Services ("Additional Services") if requested by Client and confirmed in writing by Gensler. Additional Services include, but are not limited to:

- Preparation of renderings models, animations or presentation materials, including PowerPoint presentations.
- Assistance with coordination of lighting fixture orders and/or deliveries from equipment vendors.
- Preparation of lamp life cycle costing study.
- Redesign resulting from scope changes or cost reduction after the Client's acceptance of Lighting Designer's documentation.
- Preparation of energy-use calculations and/or other submittals as required for energy code compliance and/or public utility rebate programs.
- Client requested revisions that are inconsistent with prior approvals or instructions.
- Any structural design or analysis.
- Mock-ups of any kind.
- Any activity relating to the bidding or implementation of the Lighting Master Plan.
- Site visits to lighting manufacturer's facilities as required to verify their products' conformance to the Lighting Designer's specifications and/or their ability to perform according to any other project requirements.
- Services of a mechanical or electrical engineer, or any other consultants.
- Site visits to similar existing installations for the purposes of examining or comparing the existing conditions to the proposed work.
- Meetings with local utility companies, or other outside agencies or engineering firms, or land owners.
- Participation in presentations to town boards, committees or city council.
- Dimensional field verification of existing conditions.
- Any activity relating to the FAA or airport operations.

**C. SCOPE OF SERVICES PROVIDED BY CLIENT**

---

**C.1 SERVICES PROVIDED BY CLIENT OR OTHERS.** The following services shall be provided by the Client:

- a) Presentations to town committees, boards or city council;
- b) Coordination/negotiation with outside agencies not brought into the Project by the town in Phase One;
- c) Project implementation.

**C.2 ITEMS TO BE PROVIDED BY CLIENT.** The following items shall be provided by the Client to Gensler:

- a) Civil engineering CAD files, accurately depicting all involved streets in AutoCAD R14 format. These files shall indicate right-of-way, curbs, drives, medians, all existing utilities, walks, ramps, plantings, power poles, light poles, signage (public and private), and street furniture (benches, waste receptacles, etc.). The town shall also secure and provide written authorization for Gensler to utilize these files as the basis of the work as related to this Project.
- b) A copy of the town's approved lighting standards for public streets, private developments and any other similar criteria that will impact this Project. This information will be provided to Gensler prior to the start of Phase Two.

**D. COMPENSATION**

---

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses shall be as described below.

**D.1 Basic Services.** Compensation for Basic Services shall be the lump sum of Twenty Four Thousand Dollars (\$24,000.00), which shall be based on the following percentages:

• Phase One – Pre-Design	15%	\$ 3,600.00
• Phase Two – Schematic Design	35%	\$ 8,400.00
• Phase Three – Final Design	50%	\$ 12,000.00

**D.2 Additional Services.** Compensation for Additional Services (if not agreed upon as a lump sum amount) shall be based on Gensler's Standard Hourly Billing Rates.



**D.3 Reimbursable Expenses.** Compensation for Reimbursable Expenses incurred by Gensler in connection with the Project shall be based on amounts invoiced to Gensler, plus fifteen percent (15%). Reimbursable expenses are costs incurred on behalf of the project and may include the following; plan reproductions, copies, courier services, long distance telephone charges, mileage, photography and facsimile.

**D.4 Consultants.** In the event Gensler is requested to engage outside consultants, the consultants will be retained as an Additional Service and the consultant fees shall be compensated based on amounts invoiced to Gensler, plus fifteen percent (15%).

In the event that Gensler's scope of services is increased as a result of retaining a consultant(s), Gensler shall notify the town's Project Manager of a change of scope and shall request additional fee for the increased scope.

**D.5 Progress Payments.** Progress payments shall be made monthly. Where Gensler's fee is based on a lump sum, progress payments for Basic Services shall be based on the percentage of services provided during the previous month.

## **E. AGREEMENT AND ACCEPTANCE**

---

**E.1 Agreement.** This Agreement is comprised of and incorporates the following documents, in order of precedence:

- a) Amendments and modifications signed by both parties;
- b) This Letter of Agreement;
- c) The attached Standard Terms and Conditions (STC), dated April 15, 2002.

Where a portion of one document is amended by another of higher precedence, all unmodified portions shall remain in effect.

**E.2 Effective Date.** The effective date of this Agreement is March 25, 2003.

**By Gensler**

Judy Pesek, IIDA

By   
(Signature)

Vice President/Managing Director, 3/25/2003  
(Title) (Date)

**By Client**

\_\_\_\_\_  
(Printed Name of Signatory)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title) (Date)

**STATEMENT OF CERTIFICATION.** The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.

December 19, 2002

Mr. Steve Churchian  
Assistant City Engineer  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

Subject: **Agreement for Design Services**  
For Town of Addison  
Lighting Master Plan

Dear Mr. Churchian:

I, along with Craig Beneke and Mark Healy of Architectural Lighting Associates are pleased to submit this proposal for a Lighting Master Plan for the Town of Addison. We look forward to our future work together and the start of this project.

Should you have any questions regarding our proposal, please contact me.

Best regards,



David Botello, AIA

DB:mm

Enclosure

March 25, 2003

Mr. Steven Chutchian  
Assistant City Engineer  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

Subject: **Agreement for Design Services**  
For Town of Addison  
Lighting Master Plan

Dear Mr. Chutchian:

This Agreement is between the Town of Addison ("Client") and M. Arthur Gensler Jr. and Associates, Inc. ("Gensler") for design services.

**A. PROJECT**

---

**A.1 Project Description.** The project includes development of an Exterior Lighting Master Plan for the Town of Addison for the public right-of-ways. This development would include both roadway and pedestrian level lighting standards that would be incorporated in future phases of design and construction. The initial phase would entail the following roadway segment:

- Addison Road from Belt Line to the south and Morris Avenue to the North;

**A.2 Project Schedule.** Gensler will develop a Project Schedule of milestones for Client's review and approval. During design, Gensler and Client will monitor the Project for conformance with the Schedule, and Gensler will notify Client of any necessary changes in the Schedule. The following milestones are presently projected:

- |   |   |
|---|---|
| a) Commencement of Basic Services:          | Upon execution of contract                  |
| b) Completion of Master Planning Documents: | Approximately 45-60 days after Commencement |

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
Dallas Texas 75240  
Tel: 214. 273. 1500  
Fax: 214. 273. 1505

**B. SCOPE OF SERVICES PROVIDED BY GENSLER**

---

Client and Gensler will provide the names of their Project team members, including the primary contact person and the person authorized to make decisions.

**B.1 GENSLER'S BASIC SERVICES.** The Scope of Work shall be broken down into the following phases.

**Phase One – Pre-Design**

**1. Pre-Design.** Gensler will review the Town of Addison's published lighting design criteria, to be supplied by the Client, Client's Project Schedule, and will tour the existing conditions.

**2. Meeting(s).** Gensler shall attend one (1) meeting with the Client's Project Manager and a representative from each town department desiring input or review of the Project. The town's Project Manager shall coordinate the attendance; including coordinating the attendance of any outside agencies whose input is required. This meeting shall be to discuss the criteria which will be drivers for the Project which include:

- a) Illumination criteria,
- b) Systems concepts,
- c) Project costs/budget,
- d) Project Schedule,
- e) Fixture selection criteria,
- f) Lamping criteria
- g) Maintenance criteria.

**3. Document review.** Gensler shall review existing drawings by HNTB (dated January 2002), BH&C (dated June 2002), and Sasaki (dated September 2002).

**4. Narrative.** Based on the pre-design meeting, Gensler shall prepare a written narrative outlining project criteria, systems concepts, cost guidelines, schedule parameters and maintenance issues that will influence the Master Plan. This narrative will be forwarded to the town's Project Manager for review.

**Phase Two – Schematic Design**

Based on the Client's review and acceptance of the Phase One deliverables, Gensler shall proceed to Phase Two.

**1. Schematic Lighting Fixture Selection.** Gensler shall prepare a lighting schedule supplemented by catalogue cutsheets and specifications provided by the lighting Manufacturer's Representative. Manufacturer's Representative throughout this project shall be Mark Healy of Architectural Lighting Associates, Inc.

**2. Schematic Lighting Layout.** Gensler shall prepare a schematic lighting layout indicating lighting fixture types and locations. This layout shall be prepared on background CAD drawings provided by the Client. Gensler will coordinate this work with the Client and lighting manufacturer representative.

**3. Schematic Sketch Details.** If required, Gensler shall prepare sketch details for any special lighting treatments. Special lighting treatments are defined as any non-street lighting required to illuminate existing objects in the public right-of-way.

**4. Schematic Lighting Fixture Budget.** Gensler will assist the lighting Manufacturer's Representative in preparing a preliminary budget. This budget shall include costs for light poles, bases, fixtures, and lamps. This schematic mark-up shall include a budget allowance for contractors' and distributors' mark-up.

**5. Presentation.** Gensler will participate in one (1) presentation meeting of the schematic design documents.

**Phase Three – Final Design**

Based upon the Client's review and acceptance of the Phase Two deliverables, Gensler shall proceed to Phase Three.

**1. Final Lighting Fixture Schedule.** Working with the lighting Manufacturer's Representative, Gensler shall prepare a final lighting fixture schedule denoting selected fixtures, descriptions, manufacturer's name, catalog number, lamping selection, wattage and similar information as required

to describe each of the selected fixtures. This information will be compiled in 11" x 17" booklet form and shall include manufacturer's cutsheets provided by the lighting representatives.

**2. Final Lighting Layout.** Based on CAD base plans by others, provided by the Client, Gensler, with the assistance of the lighting Manufacturer's Representative, shall prepare a final design plan, indicating the locations and types of all proposed light fixtures. These plans will include standard mounting details for typical conditions. This item does not include any circuiting or wiring diagrams, which are typically prepared by an electrical engineer. In the event that this service is requested, Gensler will recommend to the Client a qualified electrical engineer, who will provide this service as part of a separate contract.

**3. Final Details.** Gensler will prepare final details of the schematic details developed as part of the Phase Two work.

**4. Revised Final Budget.** Gensler shall, with the assistance of the lighting Manufacturer's Representative revise the final budget for lighting equipment based on the approved revisions from the schematic design. This schematic mark-up shall include a budget allowance for contractors' and distributors' mark-up.

**5. Presentation.** Gensler will participate in one (1) presentation of the final Design documents. This meeting includes reviewing the deliverables outlined above.

**B.2 CAD FORMAT AND STANDARDS.** Gensler will use AutoCAD R14 and Gensler's CAD Standards. In the event the Client desires electronic files (CAD drawings) at the completion of the Project, Gensler shall transmit one set of electronic CAD files via CD Rom. These files will be transmitted after a Gensler CAD waiver has been executed by the Client and the final payment has been received by Gensler. The costs associated with the preparation of this data will be billed as an Additional Service on a time and materials basis.

**B.3 GENSLER'S ADDITIONAL SERVICES.** Gensler will provide services beyond Basic Services ("Additional Services") if requested by Client and confirmed in writing by Gensler. Additional Services include, but are not limited to:

- Preparation of renderings models, animations or presentation materials, including PowerPoint presentations.
- Assistance with coordination of lighting fixture orders and/or deliveries from equipment vendors.
- Preparation of lamp life cycle costing study.
- Redesign resulting from scope changes or cost reduction after the Client's acceptance of Lighting Designer's documentation.
- Preparation of energy-use calculations and/or other submittals as required for energy code compliance and/or public utility rebate programs.
- Client requested revisions that are inconsistent with prior approvals or instructions.
- Any structural design or analysis.
- Mock-ups of any kind.
- Any activity relating to the bidding or implementation of the Lighting Master Plan.
- Site visits to lighting manufacturer's facilities as required to verify their products' conformance to the Lighting Designer's specifications and/or their ability to perform according to any other project requirements.
- Services of a mechanical or electrical engineer, or any other consultants.
- Site visits to similar existing installations for the purposes of examining or comparing the existing conditions to the proposed work.
- Meetings with local utility companies, or other outside agencies or engineering firms, or land owners.
- Participation in presentations to town boards, committees or city council.
- Dimensional field verification of existing conditions.
- Any activity relating to the FAA or airport operations.



**C. SCOPE OF SERVICES PROVIDED BY CLIENT**

---

**C.1 SERVICES PROVIDED BY CLIENT OR OTHERS.** The following services shall be provided by the Client:

- a) Presentations to town committees, boards or city council;
- b) Coordination/negotiation with outside agencies not brought into the Project by the town in Phase One;
- c) Project implementation.

**C.2 ITEMS TO BE PROVIDED BY CLIENT.** The following items shall be provided by the Client to Gensler:

- a) Civil engineering CAD files, accurately depicting all involved streets in AutoCAD R14 format. These files shall indicate right-of-way, curbs, drives, medians, all existing utilities, walks, ramps, plantings, power poles, light poles, signage (public and private), and street furniture (benches, waste receptacles, etc.). The town shall also secure and provide written authorization for Gensler to utilize these files as the basis of the work as related to this Project.
- b) A copy of the town's approved lighting standards for public streets, private developments and any other similar criteria that will impact this Project. This information will be provided to Gensler prior to the start of Phase Two.

**D. COMPENSATION**

---

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses shall be as described below.

**D.1 Basic Services.** Compensation for Basic Services shall be the lump sum of Twenty Four Thousand Dollars (\$24,000.00), which shall be based on the following percentages:

• Phase One – Pre-Design	15%	\$ 3,600.00
• Phase Two – Schematic Design	35%	\$ 8,400.00
• Phase Three – Final Design	50%	\$ 12,000.00

**D.2 Additional Services.** Compensation for Additional Services (if not agreed upon as a lump sum amount) shall be based on Gensler's Standard Hourly Billing Rates.

**D.3 Reimbursable Expenses.** Compensation for Reimbursable Expenses incurred by Gensler in connection with the Project shall be based on amounts invoiced to Gensler, plus fifteen percent (15%). Reimbursable expenses are costs incurred on behalf of the project and may include the following; plan reproductions, copies, courier services, long distance telephone charges, mileage, photography and facsimile.

**D.4 Consultants.** In the event Gensler is requested to engage outside consultants, the consultants will be retained as an Additional Service and the consultant fees shall be compensated based on amounts invoiced to Gensler, plus fifteen percent (15%).

In the event that Gensler's scope of services is increased as a result of retaining a consultant(s), Gensler shall notify the town's Project Manager of a change of scope and shall request additional fee for the increased scope.

**D.5 Progress Payments.** Progress payments shall be made monthly. Where Gensler's fee is based on a lump sum, progress payments for Basic Services shall be based on the percentage of services provided during the previous month.

## **E. AGREEMENT AND ACCEPTANCE**

---

**E.1 Agreement.** This Agreement is comprised of and incorporates the following documents, in order of precedence:

- a) Amendments and modifications signed by both parties;
- b) This Letter of Agreement;
- c) The attached Standard Terms and Conditions (STC), dated April 15, 2002.

Where a portion of one document is amended by another of higher precedence, all unmodified portions shall remain in effect.

**E.2 Effective Date.** The effective date of this Agreement is March 25, 2003.

**By Gensler**

Judy Pesek, IIDA

By   
(Signature)

Vice President/Managing Director, 3/25/2003  
(Title) (Date)

**By Client**

\_\_\_\_\_  
(Printed Name of Signatory)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title) (Date)

**STATEMENT OF CERTIFICATION.** The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.

Steve,

mark sent  
this to Ron and he  
gave to me, but  
it should have  
gone to you,

CR

Carna,

The project  
description says  
Quorum. Don't  
we mean  
Spectrum? I  
don't understand  
#4, one block  
lengths. Can  
you clean this  
up. Thanks,  
Ron

December 19, 2002

Mr. Ron Whitehead  
City Manager  
Town of Addison  
5300 Belt Line Road  
Addison, Texas 75001

Subject: **Agreement for Architectural Services**  
For Town of Addison  
Lighting Master Plan

Dear Mr. Whitehead:

This Agreement is between Town of Addison ("Client") and M. Arthur Gensler Jr. and Associates, Inc. ("Gensler") for architectural services.

#### **A. PROJECT**

---

**A.1 Project Description.** The project includes Exterior Lighting Master Plan for the Town of Addison for the public right-of-ways for the following roadways:

- Addison Road from Belt Line to the south and Keller Springs to the North;
- Addison Circle from Addison Road to Quorum Drive;
- Quorum Drive from Addison Circle to the railroad right-of-way; and
- One-block lengths of Clara Street, Broadway Street and Julian Street (the "Project").

**A.2 Project Schedule.** Gensler will develop a Project Schedule of milestones for Client's review and approval. During design, Gensler and Client will monitor the Project for conformance with the Schedule, and Gensler will notify Client of any necessary changes in the Schedule. The following milestones are presently projected:

- |   |   |
|---|---|
| a) Commencement of Basic Services:          | Upon execution of contract                  |
| b) Completion of Master Planning Documents: | Approximately 45-60 days after Commencement |

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
Dallas Texas 75240  
Tel: 214. 273. 1500  
Fax: 214. 273. 1505

**B. SCOPE OF SERVICES PROVIDED BY GENSLER**

---

Client and Gensler will provide the names of their Project team members, including the primary contact person and the person authorized to make decisions.

**B.1 GENSLER'S BASIC SERVICES.** The Scope of Work shall be broken down into the following phases.

**Phase One – Pre-Design**

**1. Pre-Design.** Gensler will review the Town of Addison's published lighting design criteria, to be supplied by the Client, Client's Project Schedule, and will tour the existing conditions.

**2. Meeting(s).** Gensler shall attend one (1) meeting with the Client's Project Manager and a representative from each town department desiring input or review of the Project. The town's Project Manager shall coordinate the attendance; including coordinating the attendance of any outside agencies whose input is required. This meeting shall be to discuss the criteria which will be drivers for the Project which include:

- a) Illumination criteria,
- b) Systems concepts,
- c) Project costs/budget,
- d) Project Schedule,
- e) Fixture selection criteria,
- f) Maintenance issues.

**3. Document review.** Gensler shall review existing drawings by HNTB (dated January 2002), BH&C (dated June 2002), and Sasaki (dated September 2002).

**4. Narrative.** Based on the pre-design meeting, Gensler shall prepare a written narrative outlining project criteria, systems concepts, cost guidelines, schedule parameters and maintenance issues that will influence the Master Plan. This narrative will be forwarded to the town's Project Manager for review.

**Phase Two – Schematic Design**

Based on the Client's review and acceptance of the Phase One deliverables, Gensler shall proceed to Phase Two.

**1. Schematic Lighting Fixture Selection.** Gensler shall prepare a lighting schedule supplemented by catalogue cutsheets and specifications provided by the lighting Manufacturer's Representative. Manufacturer's Representative throughout this project shall be Mark Healy of Architectural Lighting Associates, Inc.

**2. Schematic Lighting Layout.** Gensler shall prepare a schematic lighting layout indicating lighting fixture types and locations. This layout shall be prepared on background CAD drawings provided by the Client. Gensler will coordinate this work with the Client and lighting manufacturer representative.

**3. Schematic Sketch Details.** If required, Gensler shall prepare sketch details for any special lighting treatments. Special lighting treatments are defined as any non-street lighting required to illuminate existing objects in the public right-of-way.

**4. Schematic Lighting Fixture Budget.** Gensler will assist the lighting Manufacturer's Representative in preparing a preliminary budget. This budget shall include costs for light poles, bases, fixtures, and lamps. This schematic mark-up shall include a budget allowance for contractors' and distributors' mark-up.

**5. Presentation.** Gensler will participate in one (1) presentation meeting of the schematic design documents.

**Phase Three – Final Design**

Based upon the Client's review and acceptance of the Phase Two deliverables, Gensler shall proceed to Phase Three.

**1. Final Lighting Fixture Schedule.** Working with the lighting Manufacturer's Representative, Gensler shall prepare a final lighting fixture schedule denoting selected fixtures, descriptions, manufacturer's name, catalog number, lamping selection, wattage and similar information as required

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
Dallas Texas 75240  
Tel: 214. 273. 1500  
Fax: 214. 273. 1505

to describe each of the selected fixtures. This information will be compiled in 11" x 17" booklet form and shall include manufacturer's cutsheets provided the lighting representatives.

**2. Final Lighting Layout.** Based on CAD base plans by others, provided by the Client, Gensler, with the assistance of the lighting Manufacturer's Representative, shall prepare a final design plan, indicating the locations and types of all proposed light fixtures. These plans will include standard mounting details for typical conditions. This item does not include any circuiting or wiring diagrams, which are typically prepared by an electrical engineer. In the event that this service is requested, Gensler will recommend to the Client a qualified electrical engineer, who will provide this service as part of a separate contract.

**3. Final Details.** Gensler will prepare final details of the schematic details developed as part of the Phase Two work.

**4. Revised Final Budget.** Gensler shall, with the assistance of the lighting Manufacturer's Representative revise the final budget for lighting equipment based on the approved revisions from the schematic design. This schematic mark-up shall include a budget allowance for contractors' and distributors' mark-up.

**5. Presentation.** Gensler will participate in one (1) presentation of the final Design documents. This meeting includes reviewing the deliverables outlined above.

**B.2 CAD FORMAT AND STANDARDS.** Gensler will use AutoCAD R14 and Gensler's CAD Standards. In the event the Client desires electronic files (CAD drawings) at the completion of the Project, Gensler shall transmit one set of electronic CAD files via CD Rom. These files will be transmitted after a Gensler CAD waiver has been executed by the Client and the final payment has been received by Gensler. The costs associated with the preparation of this data will be billed as an Additional Service on a time and materials basis.

**B.3 GENSLER'S ADDITIONAL SERVICES.** Gensler will provide services beyond Basic Services ("Additional Services") if requested by Client and confirmed in writing by Gensler. Additional Services include, but are not limited to:

- Preparation of renderings models, animations or presentation materials, including PowerPoint presentations.
- Assistance with coordination of lighting fixture orders and/or deliveries from equipment vendors.



- Preparation of lamp life cycle costing study.
- Redesign resulting from scope changes or cost reduction after the Client's acceptance of Lighting Designer's documentation.
- Preparation of energy-use calculations and/or other submittals as required for energy code compliance and/or public utility rebate programs.
- Client requested revisions that are inconsistent with prior approvals or instructions.
- Any structural design or analysis.
- Mock-ups of any kind.
- Any activity relating to the bidding or implementation of the Lighting Master Plan.
- Custom fixture design.
- Site visits to lighting manufacturer's facilities as required to verify their products' conformance to the Lighting Designer's specifications and/or their ability to perform according to any other project requirements.
- Services of a mechanical or electrical engineer, or any other consultants.
- Site visits to similar existing installations for the purposes of examining or comparing the existing conditions to the proposed work.
- Meetings with local utility companies, or other outside agencies or engineering firms, or land owners.
- Participation in presentations to town boards, committees or city council.
- Dimensional field verification of existing conditions.
- Any activity relating to the FAA or airport operations.

**C. SCOPE OF SERVICES PROVIDED BY CLIENT**

---

**C.1 SERVICES PROVIDED BY CLIENT OR OTHERS.** The following services shall be provided by the Client:

- a) Presentations to town committees, boards or city council;
- b) Coordination/negotiation with outside agencies not brought into the Project by the town in Phase One;
- c) Project implementation.

**C.2 ITEMS TO BE PROVIDED BY CLIENT.** The following items shall be provided by the Client to Gensler:

- a) Civil engineering CAD files, accurately depicting all involved streets in AutoCAD R14 format. These files shall indicate right-of-way, curbs, drives, medians, all existing utilities, walks, ramps,

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
Dallas Texas 75240  
Tel: 214. 273. 1500  
Fax: 214. 273. 1505

plantings, power poles, light poles, signage (public and private), and street furniture (benches, waste receptacles, etc.). The town shall also secure and provide written authorization for Gensler to utilize these files as the basis of the work as related to this Project.

- b) A copy of the town's approved lighting standards for public streets, private developments and any other similar criteria that will impact this Project. This information will be provided to Gensler prior to the start of Phase Two.

#### **D. COMPENSATION**

---

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses shall be as described below.

**D.1 Basic Services.** Compensation for Basic Services shall be the lump sum of Thirty-three Thousand Eight Hundred Dollars (\$33,800.00), which shall be based on the following percentages:

• Phase One – Pre-Design	15%	\$ 5,000.00
• Phase Two – Schematic Design	35%	\$ 12,000.00
• Phase Three – Final Design	50%	\$ 16,800.00

**D.2 Additional Services.** Compensation for Additional Services (if not agreed upon as a lump sum amount) shall be based on Gensler's Standard Hourly Billing Rates.

**D.3 Reimbursable Expenses.** Compensation for Reimbursable Expenses incurred by Gensler in connection with the Project shall be based on amounts invoiced to Gensler, plus fifteen percent (15%).

**D.4 Consultants.** In the event Gensler is requested to engage outside consultants, the consultants will be retained as an Additional Service and the consultant fees shall be compensated based on amounts invoiced to Gensler, plus fifteen percent (15%).

In the event that Gensler's scope of services is increased as a result of retaining a consultant(s), Gensler shall notify the town's Project Manager of a change of scope and shall request additional fee for the increased scope.

**D.5 Progress Payments.** Progress payments shall be made monthly. Where Gensler's fee is based on a lump sum, progress payments for Basic Services shall be based on the percentage of services provided during the previous month.

**E. AGREEMENT AND ACCEPTANCE**

---

**E.1 Agreement.** This Agreement is comprised of and incorporates the following documents, in order of precedence:

- a) Amendments and modifications signed by both parties;
- b) This Letter of Agreement;
- c) The attached Standard Terms and Conditions (STC), dated April 15, 2002.

Where a portion of one document is amended by another of higher precedence, all unmodified portions shall remain in effect.

**E.2 Effective Date.** The effective date of this Agreement is December 19, 2002.

**By Gensler**

**By Client**

Judy Pesek, IIDA \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Signatory)

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

Vice President/Managing Director, \_\_\_\_\_  
(Title) (Date)

\_\_\_\_\_  
(Title) (Date)

**STATEMENT OF CERTIFICATION.** The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
Dallas Texas 75240  
Tel: 214. 273. 1500  
Fax: 214. 273. 1505

Rev. PW  
Comments  
SZC  
12/31/02

Architecture, Design & Planning Worldwide **Gensler**

December 19, 2002

Phase I & II - Look at 3  
May need more light  
on Phase III

Mr. Ron Whitehead  
City Manager  
Town of Addison  
5300 Belt Line Road  
Addison, Texas 75001

Subject: **Agreement for Architectural Services**  
For Town of Addison  
Lighting Master Plan

Dear Mr. Whitehead:

This Agreement is between Town of Addison ("Client") and M. Arthur Gensler Jr. and Associates, Inc. ("Gensler") for architectural services.

**A. PROJECT**

**A.1 Project Description.** The project includes Exterior Lighting Master Plan for the Town of Addison for the public right-of-ways for the following roadways:

- Addison Road from Belt Line to the south and Keller Springs to the North;
- Addison Circle from Addison Road to Quorum Drive;
- Quorum Drive from Addison Circle to the railroad right-of-way; and
- One-block lengths of Clara Street, Broadway Street and Julian Street (the "Project").

• ARAPAHO RD, PHASE III WAS ALSO DISCUSSED

**A.2 Project Schedule.** Gensler will develop a Project Schedule of milestones for Client's review and approval. During design, Gensler and Client will monitor the Project for conformance with the Schedule, and Gensler will notify Client of any necessary changes in the Schedule. The following milestones are presently projected:

- a) Commencement of Basic Services: Upon execution of contract
- \* b) Completion of Master Planning Documents: Approximately 45-60 days after Commencement

\* THIS WILL DELAY OF 90% COMPLETE ADDISON RD. PLANS UNTIL MID-TO-LATE SPRING

\* THIS WILL ALSO SHRINK ALLOTTED TIME FOR ORDERING & DELIVERY OF LIGHTS

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
Dallas Texas 75240  
Tel: 214. 273. 1500  
Fax: 214. 273. 1505

**B. SCOPE OF SERVICES PROVIDED BY GENSLER**

---

Client and Gensler will provide the names of their Project team members, including the primary contact person and the person authorized to make decisions.

**B.1 GENSLER'S BASIC SERVICES.** The Scope of Work shall be broken down into the following phases.

**Phase One - Pre-Design**

**1. Pre-Design.** Gensler will review the Town of Addison's published lighting design criteria, to be supplied by the Client, Client's Project Schedule, and will tour the existing conditions.

**2. Meeting(s).** Gensler shall attend one (1) meeting with the Client's Project Manager and a representative from each town department desiring input or review of the Project. The town's Project Manager shall coordinate the attendance; including coordinating the attendance of any outside agencies whose input is required. This meeting shall be to discuss the criteria which will be drivers for the Project which include:

- a) Illumination criteria,
- b) Systems concepts,
- c) Project costs/budget,
- d) Project Schedule,
- e) Fixture selection criteria,
- f) Maintenance issues.

*- ARAPAHO RD.  
NOT MENTIONED IN  
SECTION A.1*

**3. Document review.** Gensler shall review existing drawings by HNTB (dated January 2002), BH&C (dated June 2002), and Sasaki (dated September 2002).

**4. Narrative.** Based on the pre-design meeting, Gensler shall prepare a written narrative outlining project criteria, systems concepts, cost guidelines, schedule parameters and maintenance issues that will influence the Master Plan. This narrative will be forwarded to the town's Project Manager for review.

**Phase Two – Schematic Design**

Based on the Client's review and acceptance of the Phase One deliverables, Gensler shall proceed to Phase Two.

**1. Schematic Lighting Fixture Selection.** Gensler shall prepare a lighting schedule supplemented by catalogue cutsheets and specifications provided by the lighting Manufacturer's Representative. Manufacturer's Representative throughout this project shall be Mark Healy of Architectural Lighting Associates, Inc.

**2. Schematic Lighting Layout.** Gensler shall prepare a schematic lighting layout indicating lighting fixture types and locations. This layout shall be prepared on background CAD drawings provided by the Client. Gensler will coordinate this work with the Client and lighting manufacturer representative.

**3. Schematic Sketch Details.** If required, Gensler shall prepare sketch details for any special lighting treatments. Special lighting treatments are defined as any non-street lighting required to illuminate existing objects in the public right-of-way.

**4. Schematic Lighting Fixture Budget.** Gensler will assist the lighting Manufacturer's Representative in preparing a preliminary budget. This budget shall include costs for light poles, bases, fixtures, and lamps. This schematic mark-up shall include a budget allowance for contractors' and distributors' mark-up.

**5. Presentation.** Gensler will participate in one (1) presentation meeting of the schematic design documents.

**Phase Three – Final Design**

Based upon the Client's review and acceptance of the Phase Two deliverables, Gensler shall proceed to Phase Three.

**1. Final Lighting Fixture Schedule.** Working with the lighting Manufacturer's Representative, Gensler shall prepare a final lighting fixture schedule denoting selected fixtures, descriptions, manufacturer's name, catalog number, lamping selection, wattage and similar information as required

to describe each of the selected fixtures. This information will be compiled in 11" x 17" booklet form and shall include manufacturer's cutsheets provided the lighting representatives.

**2. Final Lighting Layout.** Based on CAD base plans by others, provided by the Client, Gensler, with the assistance of the lighting Manufacturer's Representative, shall prepare a final design plan, indicating the locations and types of all proposed light fixtures. These plans will include standard mounting details for typical conditions. This item does not include any circuiting or wiring diagrams, which are typically prepared by an electrical engineer. In the event that this service is requested, Gensler will recommend to the Client a qualified electrical engineer, who will provide this service as part of a separate contract.

**3. Final Details.** Gensler will prepare final details of the schematic details developed as part of the Phase Two work.

**4. Revised Final Budget.** Gensler shall, with the assistance of the lighting Manufacturer's Representative revise the final budget for lighting equipment based on the approved revisions from the schematic design. This schematic mark-up shall include a budget allowance for contractors' and distributors' mark-up.

**5. Presentation.** Gensler will participate in one (1) presentation of the final Design documents. This meeting includes reviewing the deliverables outlined above.

**B.2 CAD FORMAT AND STANDARDS.** Gensler will use AutoCAD R14 and Gensler's CAD Standards. In the event the Client desires electronic files (CAD drawings) at the completion of the Project, Gensler shall transmit one set of electronic CAD files via CD Rom. These files will be transmitted after a Gensler CAD waiver has been executed by the Client and the final payment has been received by Gensler. The costs associated with the preparation of this data will be billed as an Additional Service on a time and materials basis.

**B.3 GENSLE'S ADDITIONAL SERVICES.** Gensler will provide services beyond Basic Services ("Additional Services") if requested by Client and confirmed in writing by Gensler. Additional Services include, but are not limited to:

- Preparation of renderings models, animations or presentation materials, including PowerPoint presentations.
- Assistance with coordination of lighting fixture orders and/or deliveries from equipment vendors.

*ENGINEERING  
FIRMS TO  
PERFORM  
THIS  
FUNCTION  
W/  
CONTRACT*

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
Dallas Texas 75240  
Tel: 214. 273. 1500  
Fax: 214. 273. 1505

- Preparation of lamp life cycle costing study.
- Redesign resulting from scope changes or cost reduction after the Client's acceptance of Lighting Designer's documentation.
- Preparation of energy-use calculations and/or other submittals as required for energy code compliance and/or public utility rebate programs.
- Client requested revisions that are inconsistent with prior approvals or instructions.
- Any structural design or analysis.
- Mock-ups of any kind.
- Any activity relating to the bidding or implementation of the Lighting Master Plan.
- Custom fixture design.
- Site visits to lighting manufacturer's facilities as required to verify their products' conformance to the Lighting Designer's specifications and/or their ability to perform according to any other project requirements.
- Services of a mechanical or electrical engineer, or any other consultants.
- Site visits to similar existing installations for the purposes of examining or comparing the existing conditions to the proposed work.
- Meetings with local utility companies, or other outside agencies or engineering firms, or land owners.
- Participation in presentations to town boards, committees or city council.
- Dimensional field verification of existing conditions.
- Any activity relating to the FAA or airport operations.

**C. SCOPE OF SERVICES PROVIDED BY CLIENT**

---

**C.1 SERVICES PROVIDED BY CLIENT OR OTHERS.** The following services shall be provided by the Client:

- a) Presentations to town committees, boards or city council;
- b) Coordination/negotiation with outside agencies not brought into the Project by the town in Phase One;
- c) Project implementation.

**C.2 ITEMS TO BE PROVIDED BY CLIENT.** The following items shall be provided by the Client to Gensler:

- a) Civil engineering CAD files, accurately depicting all involved streets in AutoCAD R14 format.  
(These files shall indicate right-of-way, curbs, drives, medians, all existing utilities, walks, ramps,

*COPIES FOR:*  
1. HNTB  
2. BIRKHOFF  
3. SAKI

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
Dallas Texas 75240  
Tel: 214. 273. 1500  
Fax: 214. 273. 1505



plantings, power poles, light poles, signage (public and private), and street furniture (benches, waste receptacles, etc.). The town shall also secure and provide written authorization for Gensler to utilize these files as the basis of the work as related to this Project.

- b) A copy of the town's approved lighting standards for public streets, private developments and any other similar criteria that will impact this Project. This information will be provided to Gensler prior to the start of Phase Two.

**D. COMPENSATION**

---

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses shall be as described below.

**D.1 Basic Services.** Compensation for Basic Services shall be the lump sum of Thirty-three Thousand Eight Hundred Dollars (\$33,800.00), which shall be based on the following percentages:

• Phase One – Pre-Design	15%	\$ 5,000.00
• Phase Two – Schematic Design	35%	\$ 12,000.00
• Phase Three – Final Design	50%	\$ 16,800.00

**D.2 Additional Services.** Compensation for Additional Services (if not agreed upon as a lump sum amount) shall be based on Gensler's Standard Hourly Billing Rates.

**D.3 Reimbursable Expenses.** Compensation for Reimbursable Expenses incurred by Gensler in connection with the Project shall be based on amounts invoiced to Gensler, plus fifteen percent (15%).

**D.4 Consultants.** In the event Gensler is requested to engage outside consultants, the consultants will be retained as an Additional Service and the consultant fees shall be compensated based on amounts invoiced to Gensler, plus fifteen percent (15%).

In the event that Gensler's scope of services is increased as a result of retaining a consultant(s), Gensler shall notify the town's Project Manager of a change of scope and shall request additional fee for the increased scope.

**D.5 Progress Payments.** Progress payments shall be made monthly. Where Gensler's fee is based on a lump sum, progress payments for Basic Services shall be based on the percentage of services provided during the previous month.

**E. AGREEMENT AND ACCEPTANCE**

---

**E.1 Agreement.** This Agreement is comprised of and incorporates the following documents, in order of precedence:

- a) Amendments and modifications signed by both parties;
- b) This Letter of Agreement;
- c) The attached Standard Terms and Conditions (STC), dated April 15, 2002.

Where a portion of one document is amended by another of higher precedence, all unmodified portions shall remain in effect.

**E.2 Effective Date.** The effective date of this Agreement is December 19, 2002.

**By Gensler**

**By Client**

Judy Pesek, IIDA \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Signatory)

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

Vice President/Managing Director, \_\_\_\_\_  
(Title) (Date)

\_\_\_\_\_  
(Title) (Date)

**STATEMENT OF CERTIFICATION.** The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
Dallas Texas 75240  
Tel: 214. 273. 1500  
Fax: 214. 273. 1505



Jogging Trail - just north  
of Loos Field, fence  
falling down.

## CORPORATE HEADQUARTERS *Client List*

Taco Bell Corporation  
*Irvine, California*

Target Stores  
*Minneapolis, Minnesota*

Tele-Communications, Inc.  
*Englewood, Colorado*

Telectronics Pacing Systems, Inc.  
*Englewood, Colorado*

TeleTech  
*Denver, Colorado*

Tesseract Corporation  
*San Francisco, California*

Total Petroleum, Inc.  
*Denver, Colorado*

Tower Federal Credit Union  
*Millersville, Maryland*

Towers Perrin  
*Houston, Texas*

Travelers Insurance  
*Walnut Creek, California*

Tribune Square/WGN-TV  
*Chicago, Illinois*

Trilogy Systems Corporation  
*Cupertino, California*

U.S. Leasing International, Inc.  
*San Francisco, California*

U.S. West, Inc.  
*Englewood, Colorado*

BetaWest Properties, Inc.  
Union Oil Company of CA  
*Sugar Land, Texas*

United Bank of Denver  
*Denver, Colorado*

United Banks of Colorado  
United Banks of Colorado, Inc.  
*Denver, Colorado*

United States Telephone Association  
*Washington, DC*

United Vacations, Inc.  
*Marina Del Rey, California*

UNOCAL Corporation  
*Houston, Texas*

Valleylab, Inc.  
*Boulder, Colorado*

Value Line Publishing, Inc.  
*New York, New York*

Vanity Fair  
*Atlanta, Georgia*

VenCor, Inc.  
*Louisville, Kentucky*

Virginia Indonesia Company  
*Houston, Texas*

VSA, Inc.  
*Denver, Colorado*

Wachovia Bank  
*Winston-Salem, North Carolina*



## CORPORATE HEADQUARTERS *Client List*

Walt Disney Company, Ltd./  
Vista Home Video, Ltd.  
*London, England*

Wang Laboratories  
*Englewood, Colorado*

Warnaco Inc.  
*New York, New York*

Washington County Educational  
Services District  
*Portland, Oregon*

Wells Fargo Bank, N.A.  
*Los Angeles and Irvine, California*

Western States Bankcard Association  
*San Francisco, California*

William M. Mercer, Inc.  
*Stamford, Connecticut*

Willcox Reinsurance  
*New York, New York*

Wilshire Associates  
*Santa Monica, California*

Woodward-Clyde Consultants  
*Denver, Colorado*

World Vision International  
*Monrovia, California*

Xerox Corporation  
*Santa Ana, California*

Gensler is a global architecture, design, planning, and strategic consulting firm that specializes in a wide range of buildings and facilities owned or used by businesses, institutions, and public agencies. Our services engage the full building cycle from initial planning through design, implementation, and management. We focus on our clients, understand their goals and strategies, and seek to add substantial value to their enterprise through our work and services.

# about Gensler

Gensler was founded in San Francisco in 1965. To ensure close interaction with its clients, the firm has grown from one office to a broad-based organization with 24 offices and a professional resource in excess of 1,800 people. *Fast Company* magazine has called Gensler “one of America’s most influential design firms.” For over two consecutive decades, Gensler has been recognized in independent surveys as the nation’s largest architectural firm (*Building Design & Construction* magazine) and largest interior design firm (*Interior Design* magazine). *World Architecture* magazine has named Gensler one of the world’s top five architectural firms. Gensler ranked number one in *Interiors* magazine’s “Top 40 Multinational Design Firms” survey.

Gensler received the Year 2000 Architecture Firm Award, the AIA’s highest honor to a firm that has consistently produced distinguished architecture. Michael J. Stanton, FAIA, President of the AIA, said in his announcement, “Gensler is America’s foremost collaborative practice. The firm exemplifies how the creative mix of disciplines, all with ‘place’ as their focus, adds richness and value to buildings and their settings. . . . Year 2000 is an appropriate time to honor a firm that has consistently pushed the boundaries of architecture.”



**We're inventors.** Gensler helps clients re-imagine their businesses, create brands, design workplaces, convert warehouses and loft spaces, find new ways to enhance the way people work today. We design what doesn't exist yet, and reinvent things that do. We combine design with smart business strategy and create new ways to make things happen with economy and speed.

**We love team-building.** Our success over the years results from listening carefully to our clients, paying attention to details, and delivering the talents of everyone at Gensler. We pride ourselves on making ourselves students of who you are in order to deliver the solutions that will make a project successful in your eyes.


## who we are

**We bring you intelligence built on experience.** We're a firm of 1,800 people full of ideas, experience, creativity, brainpower, shared knowledge, collective insight, passionate opinions, insatiable curiosity, incomparable talent, uncompromising integrity, commitment, and expert skill.

**We've built our practices to solve problems.** Gensler brings you a mix of disciplines, and global practice areas that leverage knowledge across time and space. We're a team of professionals providing the right skills for the right assignment. How large or how small depends on you.

**We build relationships.** A project is just one piece of the puzzle — meaning that our connection doesn't end when you move into a space. We strive to form partnerships that provide ongoing value as your business grows, changes and transforms itself to meet competitive demands.





Our work is based upon both creative ideas and a well-managed process. Design solutions are developed with our clients in response to specific problems and constraints. These solutions draw upon the full range of Gensler's capabilities in...

# our expertise

- 3D Visualization
- ADA Analysis
- Adaptive Reuse
- Airport/Terminal Design
- Architectural Design
- Building Analysis/Feasibility Study
- Building Design Consultation
- Building Evaluation
- Construction Administration
- Construction Documentation
- Design Standards Development
- Due Diligence Evaluations
- Environmental Graphics
- Facilities Management
- Feasibility Studies
- Graphic Design
- Interior Architectural Design
- Market Consultation
- Master Planning
- Move Coordination/Communications
- Program Management
- Programming/Space Analysis
- Renovation and Remodeling
- Site Selection
- Space Planning
- Strategic Facilities Planning
- Tenant Development
- Transportation Studies
- Urban Planning





## CORPORATE HEADQUARTERS *Client List*

1111 Broadway/  
American President Company  
*Oakland, California*

The ADCO Group  
*New York, New York*

Addison-Wesley Publishing  
Company  
*Menlo Park, California*

AIRCOA Companies, Inc.  
*Englewood, Colorado*

Alexander & Alexander  
*Minneapolis, Minnesota*

Allwaste, Inc.  
*Houston, Texas*

American Broadcasting  
Companies, Inc./KGO  
*San Francisco, California*

American Express Bank  
International  
*Beverly Hills, California*

American Express Co./  
Money Order Division  
*Englewood, Colorado*

American Management  
Systems, Inc.  
*New York, New York*

American Public  
Transit Association  
*Washington, D.C.*

Amgen, Inc.  
*Thousand Oaks, California*

Amoco Corporation  
*Chicago, Illinois*

Amoco Minerals Company  
*Englewood, Colorado*

Anadarko Petroleum Corporation  
*Houston, Texas*

Analog Devices, Inc.  
*Wilmington, Maine*

Anschutz Corporation  
*Denver, Colorado*

Apache Corporation  
*Denver, Colorado*  
*Minneapolis, Minnesota*

Apple Computer, Inc. /Corporate  
Accounts  
*Campbell, California*

Applied Materials  
*Santa Clara, California*

Arab Bank Limited  
*New York, New York*

ARCO  
*Los Angeles, California*

Armstrong World Industries, Inc.  
*Lancaster, Pennsylvania*

The Artery Organization, Inc.  
*Bethesda, Maryland*

The Associated Group  
*Indianapolis, Indiana*

## CORPORATE HEADQUARTERS *Client List*

Astoria Federal Savings &  
Loan Association  
*Lake Success and Jackson Heights,  
New York*

Autodesk, Inc.  
*Novato, California*

AT&T Treasury Group World  
Headquarters  
*Basking Ridge, New Jersey*

AutoZone, Inc.  
*Memphis, Tennessee*

Avery Office Products  
*Diamond Bar, California*

Babelsberg Studios  
*Potsdam, Germany*

Balli Group plc  
*London, England*

Bank of America Plaza  
*New York, New York*

Bank of Boston  
*Boston, Massachusetts*

Bank of California / BANKCAL  
*San Francisco, California*

The Bank of Nova Scotia  
*Toronto, Ontario*

Basic American Foods  
*San Francisco, California*

Basic American, Inc.  
*San Francisco, California*

Bear Stearns & Co.  
*San Francisco, California*

Bechtel Corporation  
*San Francisco, California*

Becton Dickinson & Company  
*Franklin Lakes and Fairlawn New  
Jersey  
San Jose, California*

Bell Atlantic Network Services, Inc.  
*Arlington, Virginia*

Benson Mineral Group, Inc.  
*Denver, Colorado  
Hamilton Oil Corporation*

BetaWest, Inc.  
*Denver, Colorado*

Bijan Fragrance  
*Beverly Hills, California  
Pacific Triangle*

Boatmen's/Centerre Bank  
*St. Louis, Missouri*

Boehringer Ingelheim  
Pharmaceuticals, Inc.  
*Ridgefield, Connecticut*

Boston Chicken  
*Golden, Colorado*

Bozell, Salvati, Montgomery, Sakoda  
*Costa Mesa, California*

BP Exploration, Inc.  
*Houston, Texas  
San Francisco, California*

## CORPORATE HEADQUARTERS *Client List*

Brae Corporation  
*San Francisco, California*

Bren Investment Properties  
*Los Angeles, California*

Broderbund Software, Inc.  
*Novato, California*

Brown Brothers Harriman  
*London, England*

Cable and Wireless  
Communications, Inc.  
*Tysons Corner, Virginia*

Cabot, Cabot & Forbes  
*Washington, D.C.*

California Portland Cement  
*Los Angeles, California*

Capital Bank  
*Miami, Florida*

Capital Group, Inc.  
*San Francisco, California*

CareAmerica Health Plans  
*Chatsworth, California*

Carnegie Endowment for  
International Peace  
*Washington, D.C.*

Carter Hawley Hale Stores, Inc.  
*Anaheim, California*

Cassidy & Associates  
*Washington, D.C.*

Centrust Federal Savings Bank  
*Miami, Florida*

Charles E. Smith Companies  
*Arlington, Virginia*

Charles Evans Associates  
*Redwood Shores, California*

Chemical Bank  
*Wilmington, Delaware*  
*New York, New York*

Chemical Manufacturers Association  
*Arlington, Virginia*

Chesapeake and Potomac Telephone  
Company  
*Washington, D.C.*

Chevron, U.S.A., Inc.  
*San Francisco, California*  
*New Orleans, Louisiana*  
*Gulf Oil Corporation*

Chicago and North Western  
Railway Co.  
*Chicago, Illinois*

Citicorp Diners Club, Inc.  
*Englewood, Colorado*

Citicorp Retail Services  
*Englewood, Colorado*

CKS Partners  
*San Francisco, California*

The Clorox Company  
*Oakland, California*  
*Bramalea Corporation*

Cochrane Chase Livingstone  
Advertising, Inc.  
*Irvine, California*

## CORPORATE HEADQUARTERS *Client List*

Colonial Insurance Co.  
*Multiple locations*

Colorado Federal Savings &  
Loan Association  
*Denver, Colorado*

Colorado MEDtech  
*Boulder, Colorado*

Colorado Memory Systems  
*Loveland, Colorado*

Columbia Gas Systems  
*Houston, Texas*

Columbia National Bank  
*Washington, D.C.*

Columbia Pictures Entertainment,  
Inc.  
*Burbank, California*

Columbia Transmission Companies  
*Houston, Texas*

Commercial National Bank  
*Shreveport, Louisiana*

Consolidated Capital Companies  
*Emeryville, California*

Consolidated Freightways, Inc.  
*Palo Alto, California*

Continental Illinois National Bank  
*New York, New York*  
*Los Angeles, California*

Continental Insurance Company  
*Multiple locations*

Adolph Coors Company  
*Golden, Colorado*

Cowen & Company  
*New York, New York*

Cox Communications  
*Irvine, California*

Crocker National Bank  
*Multiple locations in California*

Cushman & Wakefield, Inc.  
*Houston, Texas*  
*San Francisco, California*

Danaher Corporation  
*Washington, D.C.*

Datastream International/Dun &  
Bradstreet  
*London, England*

Davis Companies  
*Los Angeles, California*

Del Monte USA  
*San Francisco, California*

Dell Computer Corporation  
*Round Rock, Texas*

Denny's Incorporated  
*La Mirada, California*

Denver Broncos Headquarters  
*Denver, Colorado*

Destec Energy, Inc.  
*Houston, Texas*

Digital Equipment Corporation  
*Santa Clara, California*



## CORPORATE HEADQUARTERS *Client List*

The Discovery Channel  
*New York, New York*

Disney Stores, Inc.  
*Glendale, California*

Disney Studios  
*Burbank, California*

Dixon Paper Company  
*Denver, Colorado*

Dome Petroleum Corporation  
*Denver, Colorado*

Dreyer's Grand Ice Cream  
*Oakland, California*

Dun & Bradstreet Corporation  
*Toronto, Canada*

Dun & Bradstreet Corporation/  
A.C. Nielsen Chicago Master Plan  
*Northbrook, Illinois*

Dun & Bradstreet/NCH  
Promotional Services  
*Lincolnshire, Illinois*

Eastman Kodak  
*Hollywood, California*

EBASCO Environmental  
*Lakewood, Colorado*

Echo Bay Mines, Ltd.  
*Denver, Colorado*

Edison Chouest  
Offshore Headquarters  
*Galliano, Louisiana*

Enron Corp.  
*Houston, Texas*

Entergy Services, Inc.  
*New Orleans, Louisiana*

Epson America Inc.  
*Torrance, California*

EuroDisney  
*Marne-la-Vallee, France*

Family Restaurant's, Inc.  
*Irvine, California*

Far Eastern Group Limited  
*Taipei, Taiwan*

Farmer's Insurance  
*Pleasanton, California*

FedEx World Technology Center  
*Memphis, Tennessee*

FIC International Corporation  
*San Francisco, California*

Fireman's Fund Insurance  
Companies  
*Novato, California*

First American Bank of New York  
*New York, New York*

First American Bank of Virginia  
*McLean, Virginia*

First American Bankshares, Inc.  
*Washington, D.C.*

First Bank Minneapolis  
*Minneapolis, Minnesota*

## CORPORATE HEADQUARTERS *Client List*

First Bank System, Inc.  
*Minneapolis, Minnesota*

First City Bank of Dallas  
*Dallas, Texas*

First Hawaiian Bank  
*Honolulu, Hawaii*

First Insurance Center  
*Honolulu, Hawaii*

First Interstate Bank of Denver  
*Denver, Colorado*

First Interstate Bank of  
Oklahoma City  
*Oklahoma City, Oklahoma*

First Interstate Bank of Texas, N.A.  
*Beaumont, Texas*  
*Houston, Texas*

First National Bank of Minneapolis  
*Minneapolis, Minnesota*

First Nationwide Bank  
*San Francisco, California*

First Security Corporation  
*Salt Lake City, Utah*

First Union Bank  
*McLean, Virginia*

Fishbach Corporation  
*Englewood, Colorado*

Foley & Lardner  
*Milwaukee, Wisconsin*

Forest Oil Corporation  
*Denver, Colorado*

Gap Stores, Inc.  
*San Francisco, California*

General Dynamics Corporation  
*Pomona, California*

General Portfolio Insurance Co.  
*Harlow/London, England*

General Reinsurance Corporation  
*Stamford, Connecticut*

Global Marine Inc.  
*Houston, Texas*

Goldman, Sachs & Co.  
*Washington, D.C.*  
*New York, New York*

Goldman Sachs International Ltd.  
*London, England*

Gruntal & Co., Inc.  
*New York, New York*

Guy F. Atkinson Company of CA  
*San Bruno, California*

Hal Riney & Partners  
*San Francisco, California*

Harte-Hanks Communications, Inc.  
*San Antonio, Texas*

Haseko  
*Los Angeles, California*

Health Industries  
Manufacturers Association  
*Washington, D.C.*

Herbalife International  
*Los Angeles, California*

## CORPORATE HEADQUARTERS *Client List*

Hewitt Associates  
*The Woodlands, Texas*

Hewlett-Packard Company  
*Englewood, Colorado*

Hoffmann-La Roche, Inc.  
*Little Falls, New Jersey*

Houston Industries  
*Houston, Texas*

Houston Police Department  
*Houston, Texas*

Howard Hughes Medical Institute  
*Bethesda, Maryland*

Huffco, Inc.  
*Houston, Texas*

Hunt-Wesson, Inc.  
*Fullerton, California*

I.A. Naman & Associates  
*Houston, Texas*

IBM Corporation  
*Houston, Texas*

IDS Financial Services, Inc.  
*Minneapolis, Minnesota*

Independent Development  
Company  
*Newport Beach, California*

Industrial Indemnity  
*San Francisco, California*

Inglewood Place/Dillingham  
Construction  
*Pleasanton, California*

Innova Offices  
*Houston, Texas*

Design Center Venture  
Intercontinental Medical Statistics  
*Richmansworth, England*

InterFirst Bank  
*Houston, Texas*

International Creative Management  
*Beverly Hills, California*

International Finance Corporation  
*Washington, D.C.*

Invitron  
*Seaport Centre, California*

The Irvine Company  
*Newport Beach and Irvine, California*

ITT Corporation  
*New York, New York*

ITT Sheraton  
*Boston, Massachusetts*

J. Crew  
*New York, New York*

J.P. Morgan & Co., Incorporated  
*New York, New York*  
*San Francisco, California*

Jack Lenor Larsen, Inc.  
*New York, New York*

James M. Montgomery  
Consulting Engineers  
*Pasadena, California*

## CORPORATE HEADQUARTERS *Client List*

Jefferson County District Attorney  
*Golden, Colorado*

The Legal Aid Society  
*New York, New York*

Jeppesen  
*Englewood, Colorado*

Legg Mason  
*Baltimore, Maryland*

John Brown E & C, Inc.  
*Houston, Texas*

Levi Strauss & Company  
*San Francisco, California*

Johnson & Higgins  
*Houston, Texas*  
*San Francisco, California*

LG&E Power Systems  
*Irvine, California*

Jordan Associates  
*Los Angeles, California*

Linotype-Hell  
*Happauge, New York*

Kaiser Aluminum  
*Oakland, California*

The Louisiana Land &  
Exploration Company  
*New Orleans, Louisiana*

Kaiser Foundation Health Plan  
*Oakland, California*

The Lurie Company  
*San Francisco, California*

Kaufman & Broad  
*Los Angeles, California*

Mansur Development Corporation  
*Indianapolis, Indiana*

Kekst and Company  
*New York, New York*

Manufacturers Hanover Trust  
of California  
*Los Angeles, California*

Kentucky Fried Chicken  
*Louisville, Kentucky*

MasterCard International  
*New York, New York*

Klein Tools, Inc.  
*Chicago, Illinois*

Maxima Corporation  
*Landover, Maryland*

KPIX Channel 5  
*San Francisco, California*

McGuire, Woods, Battle & Boothe  
*Richmond, Virginia*

Kuwait Petroleum Corporation  
*Houston, Texas*

McKesson Corporation  
*San Francisco, California*

Lazard Freres & Co. L.L.C.  
*New York, New York*

McKinsey & Co., Inc.  
*Washington, D.C.*



## CORPORATE HEADQUARTERS *Client List*

MCI Telecommunications Corp.  
*Colorado Springs, Colorado*

Medema Homes, Inc.  
*Englewood, Colorado*

Medenco, Inc.  
*Houston, Texas*

Mellon Financial Services  
*Denver, Colorado*

Mentor Corporation  
*Santa Barbara, California*

Mervyn's  
*Hayward, California*

Metropolitan Life Pension  
Administration  
*Denver, Colorado*

Metropolitan Transit Authority  
*Houston, Texas*

MFS/Intelenet, Inc.  
*Jersey City, New Jersey*

Micronomics  
*Los Angeles, California*

Mitsubishi International  
*Houston, Texas*

Mobil Exploration &  
Production U.S., Inc.  
*Houston, Texas*

Mobil Land  
Development Corporation  
*San Francisco, California*

Mobil Oil Corporation  
*Fairfax, Virginia*

Mobil Producing Texas & New  
Mexico  
*Midland, Texas*

Monsanto World Headquarters  
*St. Louis, Missouri*

Morania Oil Tanker Company  
*Stamford, Connecticut*

Morgan Guaranty Trust Company  
*Houston, Texas*

Morris Management Company  
*Menlo Park, California*

Mortgage Corporation  
*Surrey, England*

Mosbacher Production Company  
*Houston, Texas*

National Westminster Bank, U.S.A.  
*Denver, Colorado*

Nationsbank  
*Atlanta, Georgia*  
*Houston, Texas*

Natwest Markets, USA  
*New York, New York*

Nestle  
*Croydon, Surrey, England*

New York Health and  
Hospitals Corporation  
*New York, New York*

## CORPORATE HEADQUARTERS *Client List*

Newhall Land & Farming Company  
*Newhall, California*

Newmont Mining Corporation  
*Denver, Colorado*

Newsweek, Inc.  
*New York, New York*

Nicklos Oil & Gas Company  
*Houston, Texas*

Norcen Explorer, Inc.  
*Houston, Texas*

Northern Telecom Canada, Ltd.  
*Mississauga, Ontario, Canada*

Northern Telecom, Inc.  
*Atlanta, Georgia*

Northern Trust of CA  
*Newport Beach, California*

Northrop Corporation  
*Los Angeles, California*

Northwestern Mutual Life Insurance  
Company  
*Milwaukee, Wisconsin*

Novell  
*Florham Park, New Jersey*

Novell U.K. Limited  
*Bracknell, Berkshire, England*

NYL Care  
*New York, New York*

Oasis International  
*Houston, Texas*

Occidental Crude Sales, Inc.  
*Houston, Texas*

Olivetti Advanced Technical Center  
*Cupertino, California*

Oracle Corporation  
*Redwood City, California*

Oral B Laboratories, Inc.  
*Redwood City, California*

Ortho Pharmaceutical Corporation  
*Raritan, New Jersey*

Osborn-Heirs Company  
*San Antonio, Texas*

Oxy U.S.A., Inc.  
*Houston, Texas*

Pacific Enterprises  
*Los Angeles, California*

Pacific Mutual Life Insurance  
Company  
*Newport Beach, California*

Pacific Telesis Group  
*Washington, D.C.*

Palais Royal of Houston, Inc.  
*Houston, Texas*

Paragon Ranch, Inc.  
*Denver, Colorado*

Paramount Communications, Inc.  
*New York, New York*

Pemco / A subsidiary of Precision  
Standard, Inc.  
*Denver, Colorado*

## CORPORATE HEADQUARTERS *Client List*

Pennzoil Company  
*Houston, Texas*

PeopleSoft  
*Pleasanton, California*

Pepsi-Cola Company  
*Somers, New York*

Petro-Lewis Corporation  
*Denver, Colorado*

Pier 1  
*Fort Worth, Texas*

Pizza Hut, Inc.  
*Wichita, Kansas*

Planters LifeSavers Company  
*Winston-Salem, North Carolina*

Plus Company  
*Tokyo, Japan*

Pogo Producing Company  
*Houston, Texas*

The Polk Company  
*Denver, Colorado*

Price Waterhouse  
*San Francisco, California*  
*New York, New York*

Prime Cable Corporation  
*Austin, Texas*  
*Westlake, California*

The Prudential Insurance Company  
of America  
*Newark, New Jersey*  
*Bellaire, Texas*

R.J. Reynolds Tobacco Company  
*Winston-Salem, North Carolina*

R.L. Clare Corporation  
*New York, New York*

Randall's Properties, Inc.  
*Houston, Texas*

Reading & Bates Drilling Company  
*Houston, Texas*

Reeves Entertainment  
*Burbank, California*

Reliance National Risk Management  
*New York, New York*

Resources Investment Corporation  
*Denver, Colorado*

Retirement Inns of America  
*Los Angeles, California*

Reuters America, Inc.  
*San Francisco, California*

Revlon, Inc.  
*New York, New York*

Riggs National Bank  
*Multiple locations*

Riviana Foods, Inc.  
*Houston, Texas*

Rockwell International Corporation  
*Seal Beach, California*

Rollins Hudig Hall Co.  
of New York  
*New York, New York*



## CORPORATE HEADQUARTERS *Client List*

Rosewood Properties  
*Dallas, Texas*

Rotan Mosle, Inc.  
*Houston, Texas*

Roy M. Huffington, Inc.  
*Houston, Texas*

SAAB Aircraft of America, Inc.  
*Sterling, Virginia*

Salomon Brothers International  
Limited  
*London, England*

Samsung Group Board Room  
*Seoul, Korea*

Sandefur Oil & Gas, Inc.  
*Houston, Texas*

Santa Clara County Transportation  
Agency  
*San Jose, California*

Sanwa Bank  
*Los Angeles, California*

Saudi Arabia Government Office  
*Jeddah, Saudi Arabia*

Shaklee Corporation  
*Pleasanton, California*

Shawmut Bank  
*Boston, Massachusetts*

Shell Oil Company International  
*London, England*

Shimizu Corporation  
*Tokyo, Japan*

Simon & Schuster  
*Englewood Cliffs, New Jersey*

Snyder/Hixon Associates, Inc.  
*Bethesda, Maryland*

Society National Bank  
*Cleveland, Ohio*

Sohio Petroleum Company  
*Houston, Texas*  
*San Francisco, California*

Southern California Edison  
*Rosemead and Los Angeles, California*

Southern California Gas Company  
*Anaheim, California*

Southern California Orthopedic  
Institute  
*Van Nuys, California*

Strategic Policy Research, Inc.  
*Bethesda, Maryland*

Sumitomo Corporation of America  
*Los Angeles, California*

Sun Company  
*Washington, D.C.*

Sun Microsystems, Inc.  
*Mountain View, California*

Sunbeam-Oster Company, Inc.  
*Ft. Lauderdale, Florida*

Sutro & Co. Incorporated  
*San Francisco, California*

Swinerton & Walberg Co.  
*San Francisco, California*

December 19, 2002


Mr. Ron Whitehead  
City Manager  
Town of Addison  
5300 Belt Line Road  
Addison, Texas 75001

Subject: **Agreement for Architectural Services**  
For Town of Addison  
Lighting Master Plan

Dear Mr. Whitehead:

I, along with Craig Beneke and Mark Healy of Architectural Lighting Associates are pleased to submit this proposal for a Lighting master Plan for the town of Addison. I look forward to our future work together and our start of this project after the holidays.

Sincerely,



Rick Ferrara, AIA  
Senior Associate

RF:mm

Enclosure

5430 LBJ Freeway  
Three Lincoln Centre  
Suite 400  
Dallas Texas 75240  
Tel: 214. 273. 1500  
Fax: 214. 273. 1505

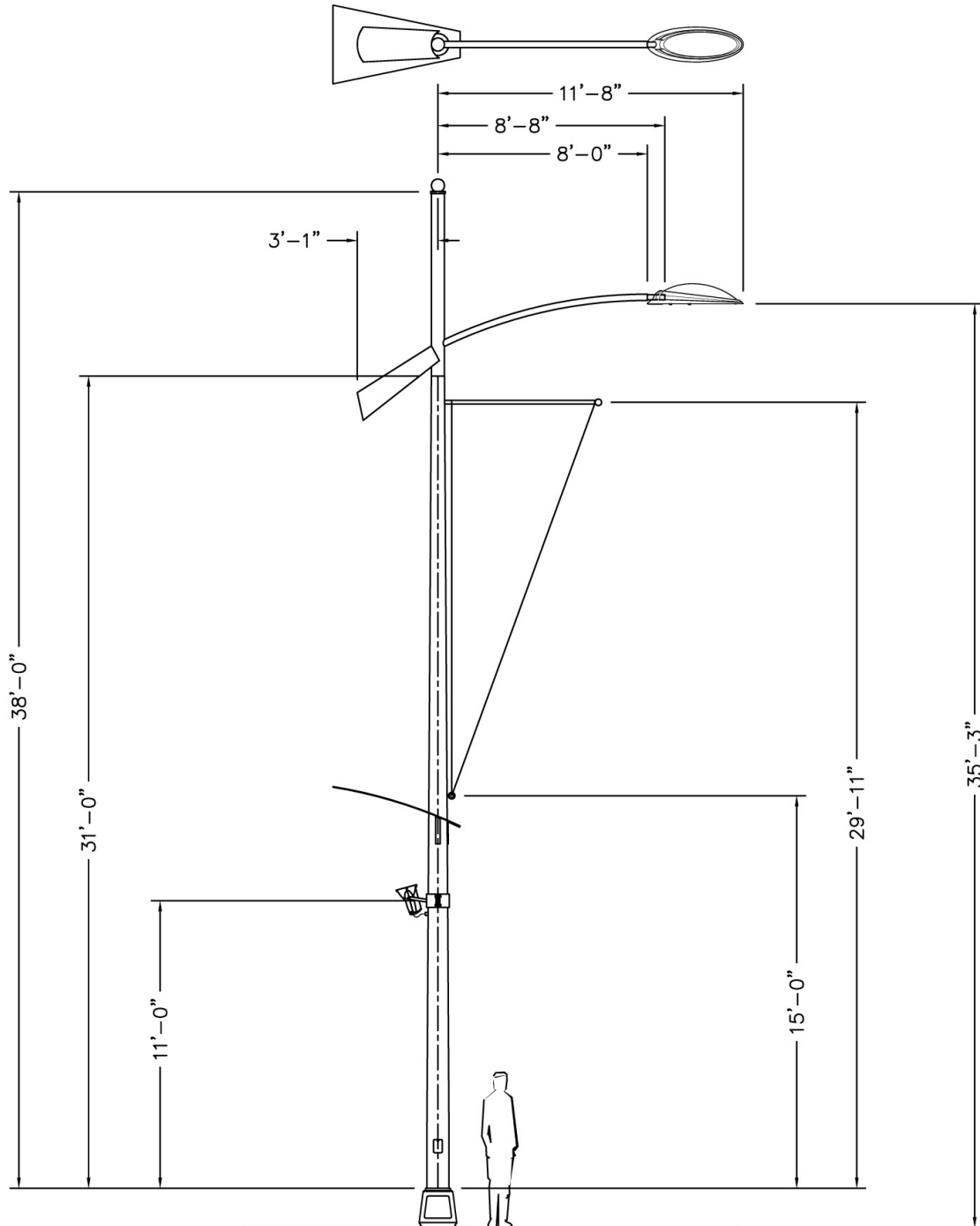
# LIGHTING STANDARDS

## Town of Addison Lighting Master Plan

Addison, Texas

Draft Issue  
January 19, 2004

Prepared by  
**Gensler Dallas**  
5430 LBJ Freeway, Suite 400  
Dallas TX 75240  
Phone: 214-273-1500  
Fax: 214-273-1505



Roadway / Pedestrian Fixture

Qty	50	Type Luminaire	Roadway and Pedestrian HSX-400MHBT28-DIST-VOLT-SCTX-LTS884A
-----	----	-------------------	--

**HOUSING:** Made of cast A383 aluminum alloy (as per Aluminum Association) 0.200 (5mm) minimum thickness c/w mounting provision for hardware.

**LOCKING SYSTEM:** Two spring loaded latches made of die cast aluminum and die cast zinc, permits tool free access to lamp and electrical component servicing.

**LENS FRAME:** Made of die cast A383 aluminum alloy.

**REFLECTOR:** Made of hydroformed 3002-0 aluminium alloy chemically brightened and anozided (5 micron min). The Sealsafe optical system is rated IP66 and offer a resistance of R>600.

**SLEEVE:** Die cast glass-reinforced resin, mechanically fastened to reflector and fully silicone gasket.

**SHUTTER:** Injection molded glass fiber reinforced polymer. Removable with a quarter turn c/w Porcelain body lampholder, 4kV Mogul Base c/w a injection molded silicone gasket (duro 60 shore A). Adjustment to obtain the various IES distribution is tool-less. Distribution type: (DIST), DISTRIBUTION TO CLARIFY \_\_\_\_\_.

**LAMP HOLDER:** Porcelain thermo-resistant pulse rated 4 Kv mogul base.

**LAMP:** (400MHBT28), 400 Watt Metal Halide, lamp format BT28 (not included).

**BALLAST:** 400 Watt Metal Halide, lamp format BT28, VOLTAGE TO BE CONFIRMED \_\_\_\_\_, high power factor, -20°F (-30°C) lamp starting capacity, c/w polarized quick disconnect plugs with positive lock.

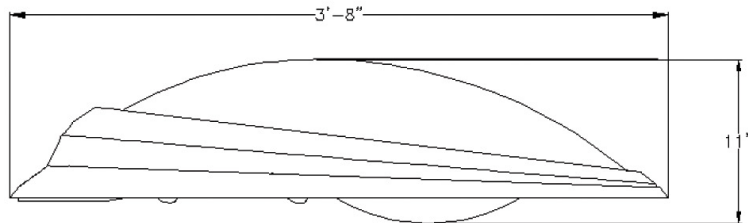
**TERMINAL BLOCK:** Receives wires (#8 max.) on primary circuit c/w ground lug.

**ADJUSTMENT:** An integral part of the housing permits an adjustment of  $\pm 5^\circ$ .

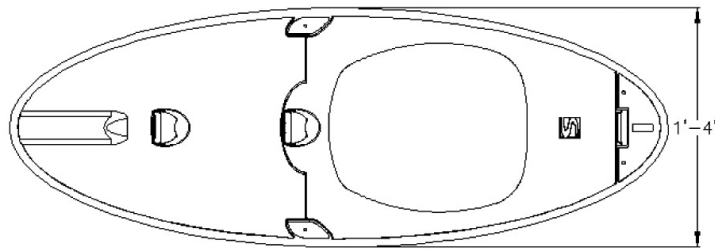
**MOUNTING MEAN:** Two brackets, formed in a single-piece, made of stamped galvanized-steel (12ga.). Accommodates tenon ranging between 1 1/2" (38mm) to 2 3/8" (60mm) OD, fixed by 3/8 -16 UNC steel zinc plated. Bracket-tenon accommodates tenon ranging between 1 1/2" (38mm) to 2 3/8" (60mm) OD.

**FINISH:** (SCTX), Special Textured Color: (set-up charge for use of special color already developed and use RAL). Hot dip chemical etching preparation with minimum 3 mils (75 microns) polyester powder coat finish. Durable exterior finish, resistant to UV, salt spray and humidity as per ASTM G7, ASTM B117 and ASTM D2247 testing procedures.

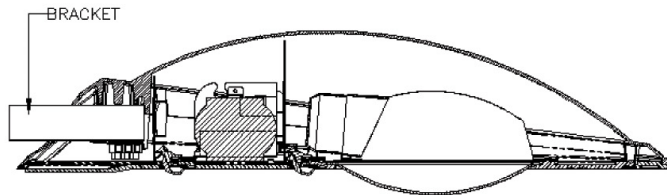




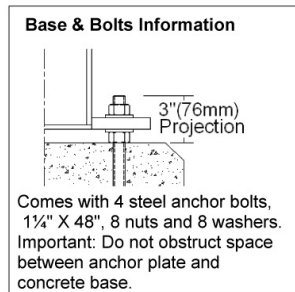
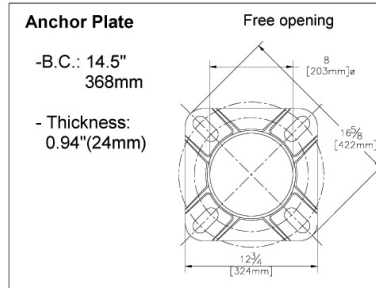
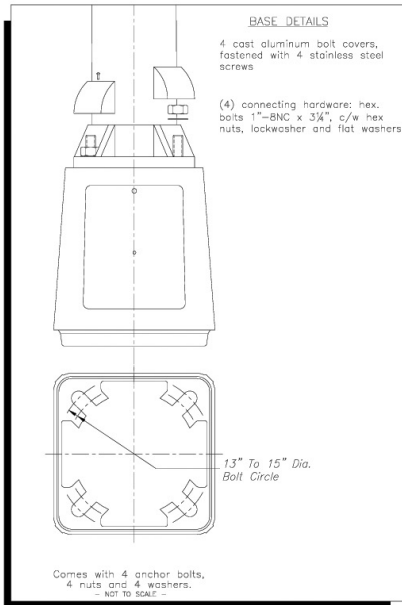
SIDE VIEW



BOTTOM VIEW



SECTION VIEW



Qty	1	Pole	ATR-31-1-1/4X48-14.5-SCTX-LTS884A
-----	---	------	-----------------------------------

**Description of Components:**

**Pole Shaft:** Shall be made from a spun aluminum (6063-T4) round tube, heat treated to T6 after welding, 8" (203mm) at the base, tapering down to 4 1/2" (114mm) at the top, wall thickness to be advised according to structural calculations, welded to both the bottom and top of the anchor plate.

**Anchor Plate:** Shall be made of cast aluminum (356-T6 as per ASTM B-108)

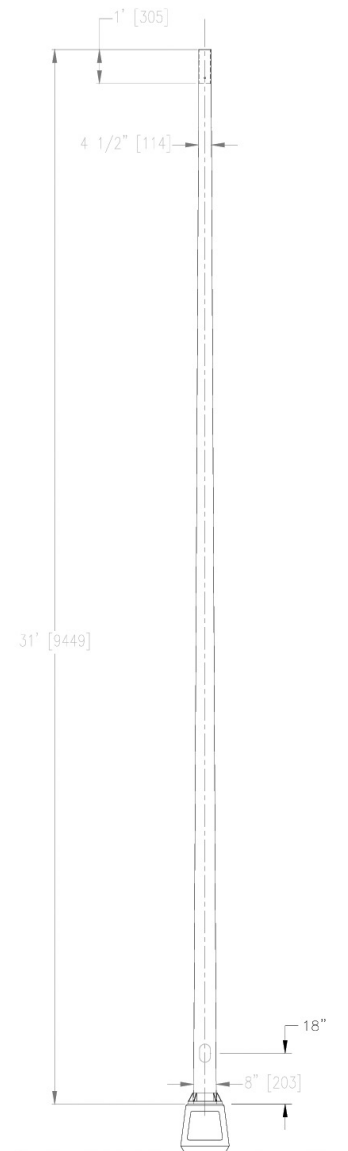
**Maintenance Opening:** The pole shall have a 4" x 6" (102mm x 152mm) maintenance opening centered 18" (457mm) from the bottom of the anchor plate, complete with a weatherproof aluminum cover and a factory assembled copper ground lug.

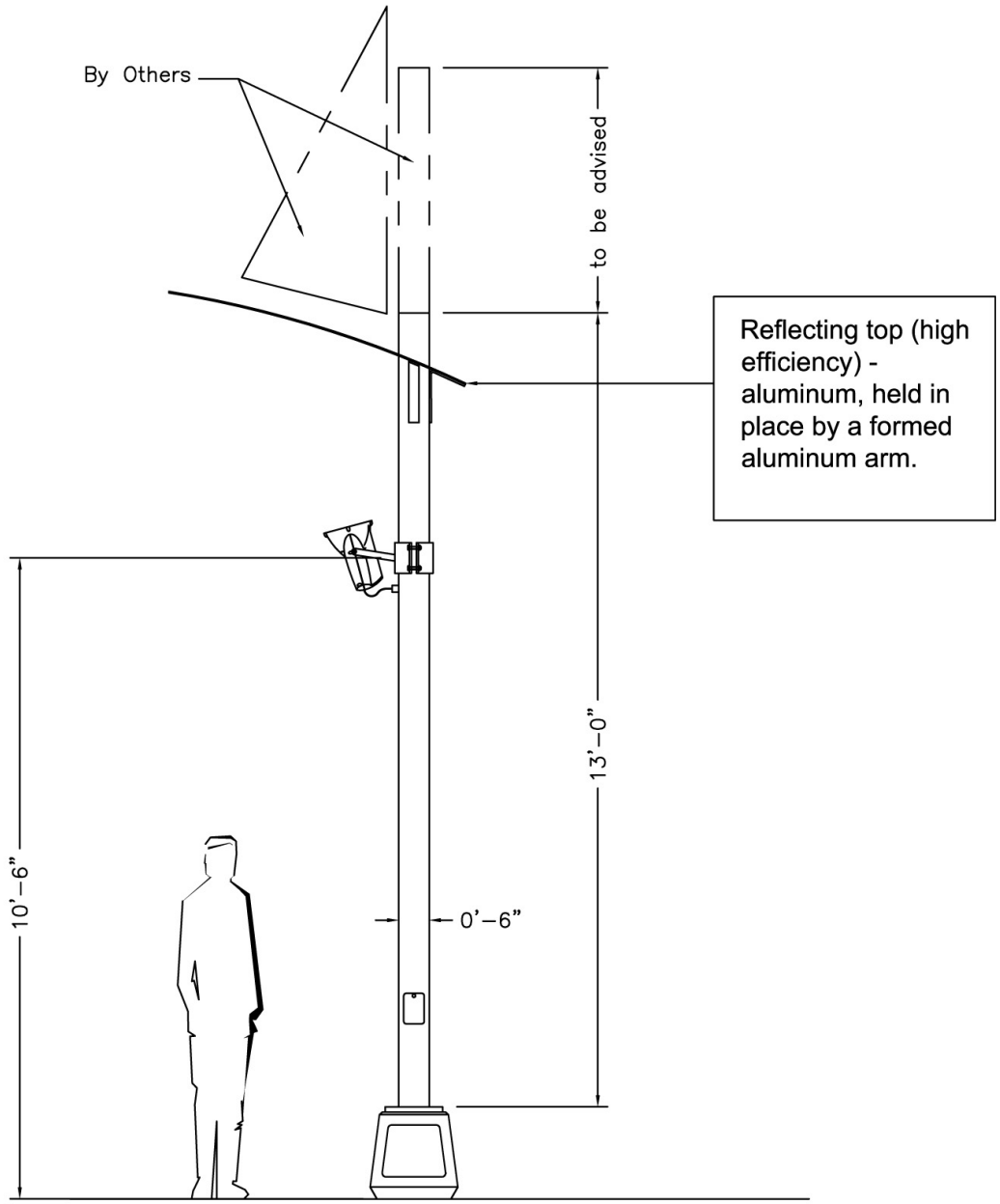
Miscellaneous
---------------

**Description of Components:**

**Hardware:** All exposed screws will be in stainless steel. All seals and sealing devices are made and/or lined with EPDM and/or silicone.

**Finish:** As per order or specification.





## Pedestrian Fixture

Qty	25	Type Luminaire	Pedestian FOCAL-70MHT6-NARROW-VOLT-SCTX-LTS885A
-----	----	-------------------	--

**HOUSING:** Made of die cast A383 aluminum alloy (as per Aluminum Association) 0.090" (2.2mm) minimum thickness c/w mounting provision for hardware. Front of housing is especially designed for mounting of accessories for beam modification and glare control.

**GASKETING:** Silicone gasket to insure IP66 rating for dust and water ingress protection as per IEC 598 standard.

**LOCKING SYSTEM:** Closing captive 4mm allen head stainless steel screws. One allen key is provided with the order.

**REFLECTOR:** Formed in 3002 aluminum alloy, polished, electro-chemically brightened, and anodized to provide a precise controlled light beam. Modification of light center position with focus adjustable device allow for field adjustment of beam angle to frame precisely the zones to be lighted. Distribution type: (NARROW), Narrow Beam Distribution.

**LENS:** Flat protector made of clear tempered glass, 0.24" (6mm) thickness and shock resistant. The lens is permanently seal to the housing by a bead of RTV silicone applied by a robot.

**LAMP HOLDER:** Porcelain thermo-resistant pulse rated 4 Kv G12 base.

**LAMP:** (70MHT6), 70 Watt Metal Halide, lamp format T6 (not included).

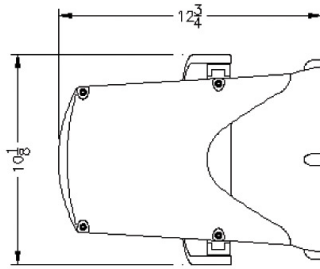
**BALLAST:** 70 Watt Metal Halide, lamp format T6, VOLTAGE TO BE CONFIRMED \_\_\_\_\_, high power factor, -20°F (-30°C) lamp starting capacity, c/w polarized quick disconnect plugs with positive lock.

**BALLAST TRAY:** Integrated electronic control gear is to be mounted onto an injection molded polymer structure, fixed into the housing.

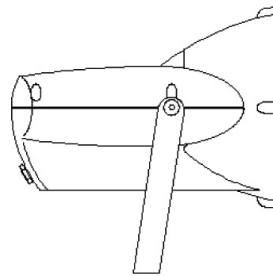
**ELECTRICAL FEEDING:** A pressure gland will insure tightness level at the wire entry for flexible conduit 0.310" to 0.560".

**MOUNTING MEAN:** The yoke is made of a single cast aluminum part, with a minimum thickness of 1/4" (6mm). Three (3) mounting holes 7/16"Ø available for 3/8"-16 anchor bolts. (bolts and anchoring devices by installing contractor). The yoke allows 180 degree rotation. Position adjustment is allowed by tightening the yoke's support screws.

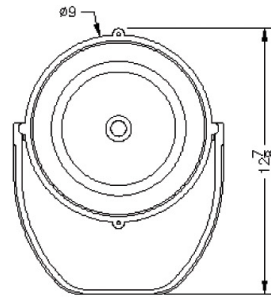
**FINISH:** (SCTX), Special Textured Color: (set-up charge for use of special color already developed and use RAL). Hot dip chemical etching preparation with minimum 3 mils (75 microns) polyester powder coat finish. Durable exterior finish, resistant to UV, salt spray and humidity as per ASTM G7, ASTM B117 and ASTM D2247 testing procedures.



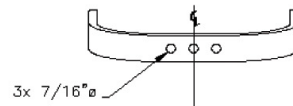
PLAN VIEW

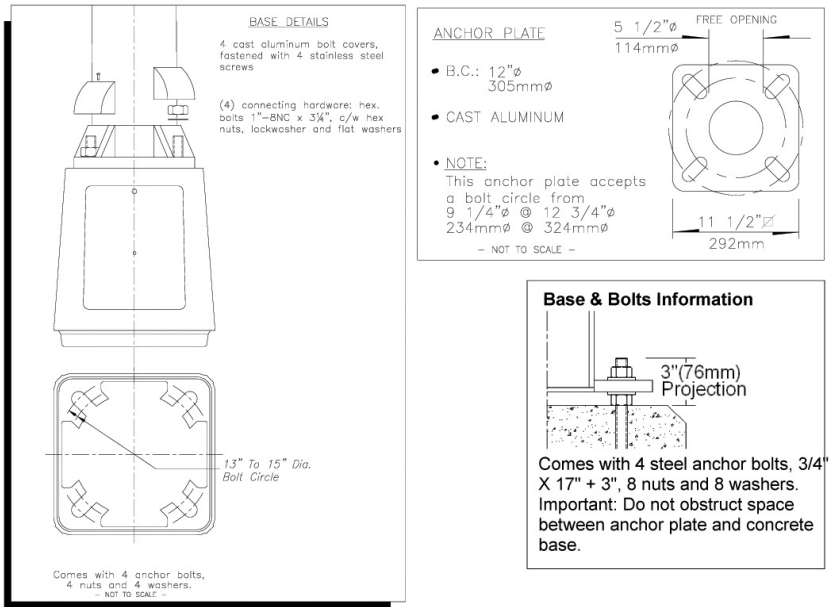


SIDE VIEW



FRONT VIEW





Qty	1	Pole LTS885A-13-SCTX-3/4X20-12
-----	---	--------------------------------

**Description of Components:**

**Pole Shaft:** Shall be made from a 6" (127mm) round extruded 6061-T6 aluminum tubing, having a 0.247" (6.2mm) wall thickness, welded to both the bottom and top of the anchor plate.

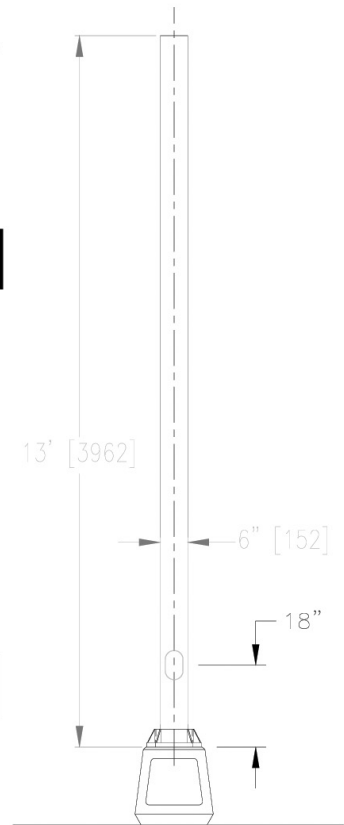
**Maintenance Opening:** The pole shall have a 2" x 4 1/2" (51mm x 114mm) maintenance opening centered 20" (508mm) from the bottom of the anchor plate, complete with a weatherproof aluminum cover and a factory assembled copper ground lug.

**Base Cover:**  
No base cover supplied with transformer base.

Miscellaneous
---------------

**Description of Components:**

**Hardware:** All exposed screws will be in stainless steel. All seals and sealing devices are made and/or lined with EPDM and/or silicone.



SECTION 16521 – ROADWAY LIGHTING

Part 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Roadway / Pedestrian Pole & Luminaires Assembly.
  - 2. Roadway Pole & Luminaire Assembly.
  - 3. Pedestrian Pole & Luminaire Assembly.
- B. Related Sections:
  - 1. See “Lighting Poles and Standards” for Town of Addison.

1.2 SUBMITTALS

- A. Product Data: For each luminaire, arranged in the order of lighting unit designation. Include data on features, accessories, finishes and poles.
- B. All documentation including shop drawings, test results and photometric data shall be submitted, including all data on poles, bases, wind loading, shall be submitted and assembled into a binder stating name of project (roadway), name of proposing manufacturer, with contact numbers and names of individuals having specific knowledge of project, and its requirements.
- C. Shop Drawings: Submittal Drawings shall include all mechanical details, including dimensions, layout and mounting arrangements of components in the luminaire. All electrical details, including ballast, lamp, holder, terminal block, pin and sockets connectors, lamp and ballast wiring dimensions complete with component ratings. Anchor bolt templates keyed to specific poles and certified by manufacturer.
- D. Photometric Data: Submittal Drawings shall conform to IESNA Publication LM-69 and include the following photometric data:
  - (A). Computer generated point-by-point for a typical area shall be provided. All photometric information of the luminaire shall conform to IESNA Publication LM-63 be provided on a 3.5 inch disk or a CR-R.
  - (B). Descriptive Literature.
  - (C). Isofootcandle chart of horizontal and vertical footcandles.
  - (D). Luminaire classification per ANSI designation.
  - (E). Candlepower tables, house and street side.
  - (F). Coefficient of utilization chart.

(G). Maximum plane and maximum cone plots of candela.

E. Operation and maintenance data.

F. Manufacturer Plant: Engineer or designated person from client will have the option, at any time, the right to inspect luminaries, or any part of these assemblies, during line production.

G. Product delivery, storage and handling. Ship fixtures, poles and accessories in a secure and dry facility and in original packing in a manner to prevent soiling, physical damage, wetting or corrosion prior to installation. Provide storage for inspection by Gensler after fixtures, poles, etc. have been delivered. Inspection is at no additional cost to the Town of Addison, or Gensler.

### 1.3 QUALITY ASSURANCE

A. Electrical Components, Devices and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. FMG Compliance: Fixtures for hazardous locations shall be listed and labeled for indicated class and division of hazard by FMG.

C. Comply with IEEE C2, "National Electrical Safety Code".

D. Comply with NFPA 70.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS:

A. ROADWAY / PEDESTRIAN ASSEMBLY:

Lumec-Schreder #HSX-400MHBT28-III-(voltage)-LTS-8-1A-ATR-31-1-1/4x48-14.5-SCTX-LTS884A-KOMA/FOCAL-76MHT6-Narrow-(voltage)-SCTX-LTS884A-KOMA

B. ROADWAY ASSEMBLY:

Lumec Schreder #FOCAL-70MHT6-Narrow-(voltage)-SCTX-LTS884A-KOMA

C. PEDESTRIAN ASSEMBLY:

Lumec-Schreder #HSX-400MHBT28-III-(voltage)-LTS-8-1A-ATR-31-1-1/4x48-14.5-SCTX-LTS884B-KOMA



2.2 SPECIFICATIONS OF COMPONENTS:

- A. ROADWAY LUMINAIRE HOUSING: Is to be made of cast A383 aluminum alloy (as per Aluminum Association) 0.200 (5mm) minimum thickness with mounting provision hardware.
- B. Locking System: Two spring loaded latches made of die-cast aluminum and die-cast zinc, permits tool free access to lamps and electrical component servicing.
- C. Lens Frame: Made of die-cast A383 aluminum alloy.
- D. Reflector: Made of hydroformed 3002-0 aluminum alloy chemically brightened and anodized (5 micron min.). The Sealsafe optical system is rated IP66 and offers resistance R>600.
- E. Lens: Flat protector made of clear borosilicate glass, 0.20" (5mm) thickness and shock resistant.
- F. Sleeve: Die-cast glass reinforced resin, mechanically fastened to reflector and fully silicone gasketed.
- G. Shutter: Injection molded glass fiber reinforced polymer. Removable with a quarter turn c/w Porcelain body lampholder, 4Kv Mogul Base c/w and injection molded silicone gasket (duro 60 shore A). Adjustment to obtain the various IES Distribution is tool-less. Distribution Type –IES Type III.
- H. Lamp Holder: Porcelain thermo-resistant pulse rated 4Kv Mogul Base.
- I. Lamp: (400MHBT28), 400 watt Metal Halide, lamp format BT28.
- J. Ballast: 400 watt Metal Halide, lamp format BT28, (voltage to be confirmed by electrical engineer \_\_\_\_\_), high power factor, -20degree F, (-30degree C) lamp starting capacity, with polarized quick disconnect plugs with positive lock.
- K. Terminal Block: Receives wires (#8max.) on primary circuit with ground lug.
- L. Adjustment: An integral part of the housing permits an adjustment of plus or minus 5 degrees.
- M. Mounting Mean: Two brackets, formed in a single-piece, made of stamped galvanized steel (12Ga.) Accommodates tenon ranging between 1 1/2"(38mm) to 2 3/8" (60mm) OD, fixed by 3/8-16UNC steel zinc plated. Bracket-tenon accommodates tenon ranging between 1 1/2" (38mm) to 2 3/8" (60mm) OD.
- N. Finish: K-W Industries "K-Klad" Finish, color "LNA". Special Color. Finish to provide chemical etching preparation with minimum of 3 mils (75 microns) polyester powder coat finish. Durable exterior finish with special warranty made by K-W Industries. Resistant to UV, salt spray and humidity and high heat, as per ASTM G7, ASTM B117, and ASTM D2247 testing procedures.

- A. PEDISTRIAN LUMINAIRE HOUSING: Made of die cast A383 aluminum alloy (as per Aluminum Association) 0.900" (2.2mm) minimum thickness with mounting provision for hardware. Front of housing is especially designed for mounting accessories for beam modification and glare control.
- B. Gasketing: Silicone gasket to insure IP66 rating for dust and water ingress protection as per IEC 598 standard.
- C. Locking System: Closing captive 4mm Allen head stainless steel screws. One Allen key is to be provided with each luminaire.
- D. Reflector: Formed in 3002 aluminum alloy, polished, electro-chemically brightened, and anodized to provide a precise controlled light beam. Modification of light center position with focus adjustable device allow for field adjustment of beam angle to frame precisely the zones to be illuminated. Distribution Type: (NARROW) Narrow Beam Distribution.
- E. Lens: Flat protector made of clear tempered glass, 0.24" (6mm) thickness and shock resistant. The lens is permanently sealed to the housing by a bead of RTV silicone applied by a robot.
- F. Lamp Holder: Porcelain thermo-resistant pulse rated 4 KV G12 base.
- G. Lamp: (7-MHT6), 70 Watt Metal Halide, lamp format T6.
- H. Ballast: 70 Watt Metal Halide, lamp format T6, Voltage \_\_\_\_\_ to be confirmed by electrical engineer, high power factor -20 degree F (-30C) lamp starting capacity, with polarized quick disconnect plugs with positive lock.
- I. Ballast Tray: Integrated electronic control gear is to be mounted onto an injection molded polymer structure, fixed into the housing.
- J. Electrical Feeding: A pressure gland will insure tightness level at the wire entry for flexible conduit 0.310" to 0.560".
- K. Mounting Mean: The yoke is made of a single cast aluminum part, with a minimum thickness of ¼" (60mm). Three (3) mounting holes 7/16" diameter available for 3/8"-16 anchor bolts. (bolts by anchoring devices by installing contractor). The yoke allows 180 degree rotation. Position adjustment is allowed by tightening the yoke's support screws.
- L. Finish: (Same as finish by K-W Industries above). Color "LNA" to provide chemical etching preparation with a minimum of 3 mils (75 microns) polyester powder coat finish. Durable exterior finish by K-W Industries with special warranty. Resistant to UV, salt spray,, humidity and high heat, as per ASTM G7, ASTM B117, and ASTM D2247 testing procedures.

### PART 3 - EXECUTION

- 3.1 The luminaries will meet the physical, aesthetic and photometric requirements specified and shall be UL / CSA approved. The luminaries shall be designed as to size, shape and weight so they do not aggravate the vibration characteristics of their respective pole. The luminaries shall be able to slip fit a pipe arm 1.5 inches (38mm) TO 2.375 inches (60mm) OD, and have a barrier to limit the amount of insertion of 8.0 inches (200mm).

Materials: All material and equipment used for the assembly of the lighting system should be with high quality, brand new without any defects.

3.2 REFERENCE:

NEC

NEMA

ANSI

C81 Series Electric Lamp Bases and Holders.

C82 Series Fluorescent and High Intensity Discharge Lamps Ballasts

C136-10 Standard for Roadway Lighting, Equipment-Locking Type-Photocontrol Devices.

C136-14 Standard for Roadway Lighting, Enclosed Side Mounted Luminaires for Horizontal Burning High Intensity Discharge Lamps.

C136-15 Standard for Roadway Lighting, High Intensity Discharge and low pressure sodium lamps in Luminaires, field Identification.

C136-22 Standard for Roadway Lighting, Internal Labeling of Luminaires.

C136-31 Standard for Roadway Lighting Equipment, Luminaire Vibration.

IESNA

RP-8 American National Standard Recommended Practice for Roadway Lighting.

LM-50 Photometric Measurement of Roadway Lighting Installations.

UL

1598 Standard for Safety for Luminaires.

1029 High Intensity Discharge Lamp Ballasts.

#### ASTM

ASTM A 167 Stainless and Heat Resisting Chromium Nickel Steel Plate Sheet and Strip.

ASTM A 123 Specification for Zinc (hot-dipped galvanizing) Coatings on Iron and Steel.

ASTM A 153 Specification for Zinc Coating (hot-dip) on Iron and Steel Products.

ASTM B 117 Standard Method of Salt Spray (fog) Testing.

ASTM D 2247 Standard Method of Humidity and Resistance Testing.

ASTM D 609 Standard Practice for Preparation of Cold Steel panel for Testing, Paint, Varnish, Conversion Coating, and Related Coating Product.

ASTM A 167 Standard for Stainless Steel Bolts.

ASTM D 522 Standard Test Method for Elongation of Attached Organic Coatings With Conical Mandrel Apparatus.

#### IEC

EN 60598-Classification of Degrees of Protection.

EN 50102-Classification of Impact Resistance of Enclosures.

## SUBMISSION AND DESIGN REQUIREMENT

All documentation will include shop drawings, test results and photometric data shall be submitted and assembled into a binder stating name of project and name of engineering firm.

## SPACING AND PLACEMENT

Roadway/Pedestrian Poles are to be spaced at 60' intervals on Commercial Areas that will include Pedestrian and Roadway Illumination, Pedestrian Poles will be placed at 20' Intervals between Roadway/Pedestrian Poles. Deviances of plus or minus 10' on Roadway/Pedestrian Poles spacing should be reviewed by Gensler. Deviances of plus or minus 5' on Pedestrian Poles should be reviewed by Gensler. Roadway/Pedestrian Poles incorporate both Roadway Lighting and Pedestrian Lighting Elements, and are designed to be used where both Roadway Illumination, and Pedestrian Illumination is required. Roadway/Pedestrian Poles may or may not include Banner arms and holders.

Roadway Poles are to be spaced at 80' on center in Residential Areas, and at 60' on center in Intermediate Areas where Pedestrian Lighting is not required. Roadway Poles are similar to Roadway/Pedestrian Poles, except they do not incorporate the Pedestrian Indirect Lighting element or reflector. Roadway Poles are to be used when Roadway Illumination only is required, and Pedestrian Illumination is not required. Any deviation of more than 10' in any direction should be reviewed by Gensler.

Pedestrian Poles are to be spaced at 20' on center, typically between Roadway/Pedestrian Poles, and in special areas these poles may include additional banners, LED Lighting, and any additional service such as trash receptacles, drip systems, plant holders and any festive additive the Town of Addison may require for that area of use. Any deviation of more than 5' in any direction should be reviewed by Gensler.

END OF SECTION

# Town of Addison

---

Lighting Master Plan - Addison Road  
January 13, 2004

Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

## **Gensler**

Architect  
5430 LBJ Freeway  
Suite 400  
Dallas, Texas 75240  
214.273.1500

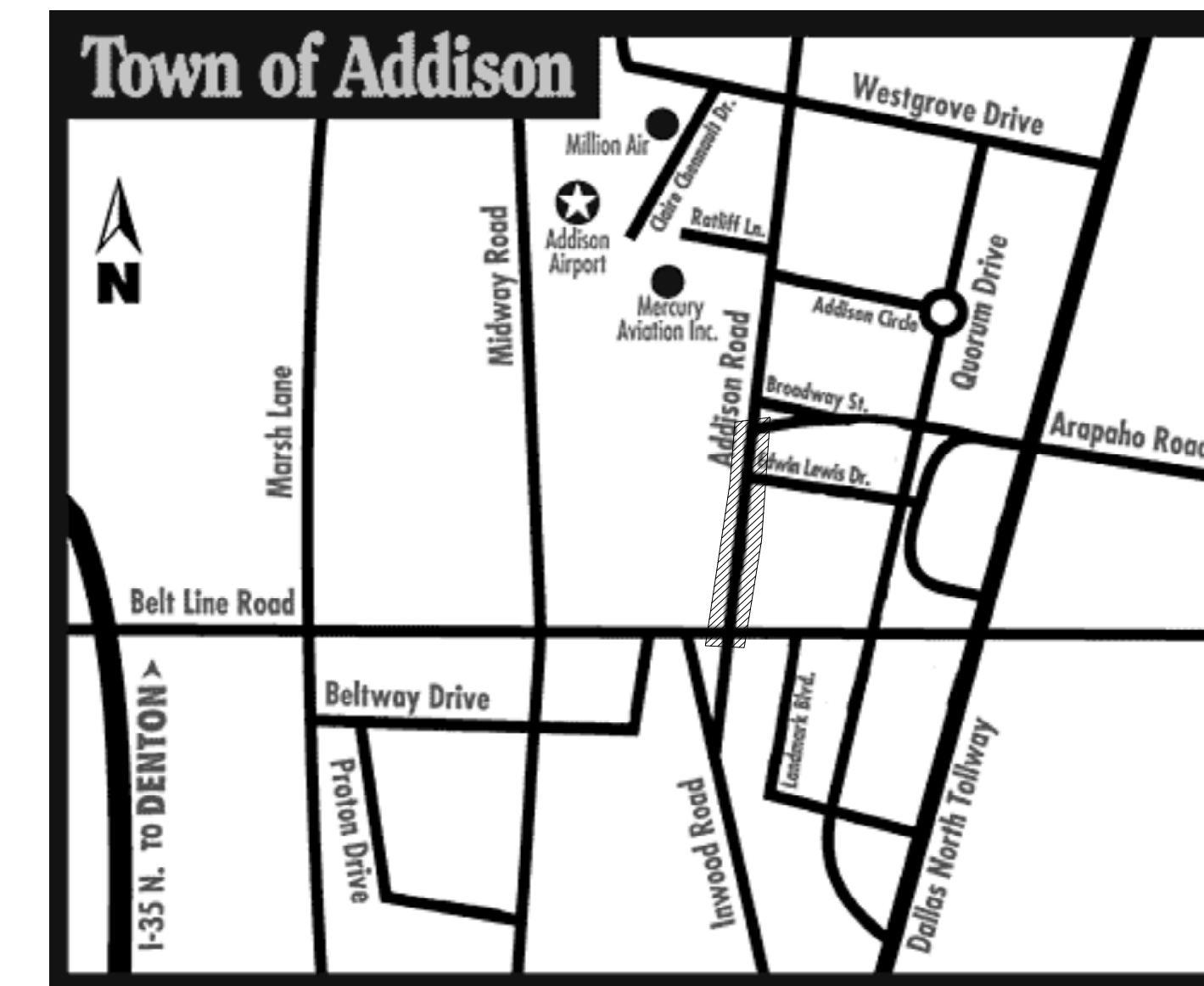
**SHEET INDEX**  
SCALE: N.T.S.

COVER	--
A1.00	KEY PLAN / OVERALL MASTER PLAN
A2.01	ENLARGED PLAN - PART 1
A2.02	ENLARGED PLAN - PART 2
A2.03	ENLARGED PLAN - PART 3
A3.01	PHOTOMETRIC PLAN - PART 1
A3.02	PHOTOMETRIC PLAN - PART 2
A3.03	PHOTOMETRIC PLAN - PART 3
A3.10	PHOTOMETRIC INFORMATION



5430 LBJ Freeway  
Suite 400  
Dallas TX 75240  
Telephone 214.273.1500  
Facsimile 214.273.1505

**Gensler**



**TOWN PLAN**  
SCALE: N.T.S.

Issue	Date & Issue Description	By	Check
01	01/13/04 TOWN OFFICIALS REVIEW	RML	DB

Seal/Signature

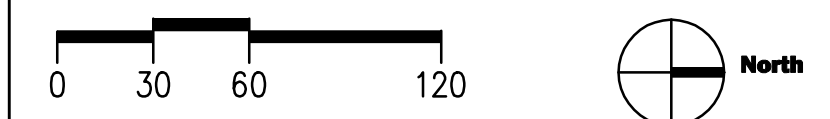
Project Name  
**TOWN OF ADDISON  
LIGHTING MASTER PLAN - ADDISON ROAD**

Project Number  
**27.3053.000**

CAD File Name  
K: 27.3053.000/CAD/SHEETS/A-1-00.dwg

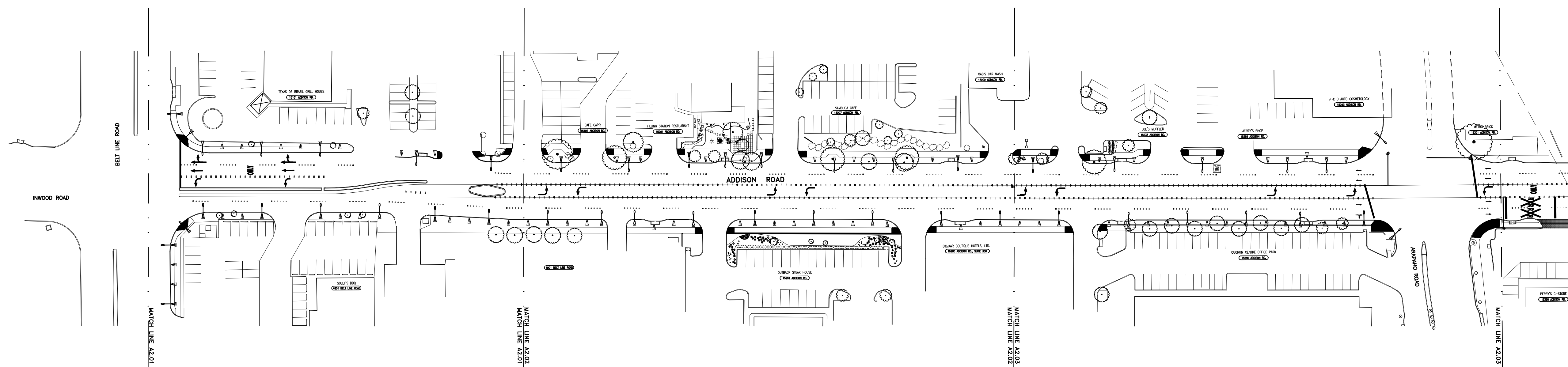
Description  
LIGHTING PLAN  
OVERALL MASTER PLAN

Scale



**A1.00**

©2003 Gensler



**OVERALL STREET PLAN**  
SCALE: 1" = 60'-0"

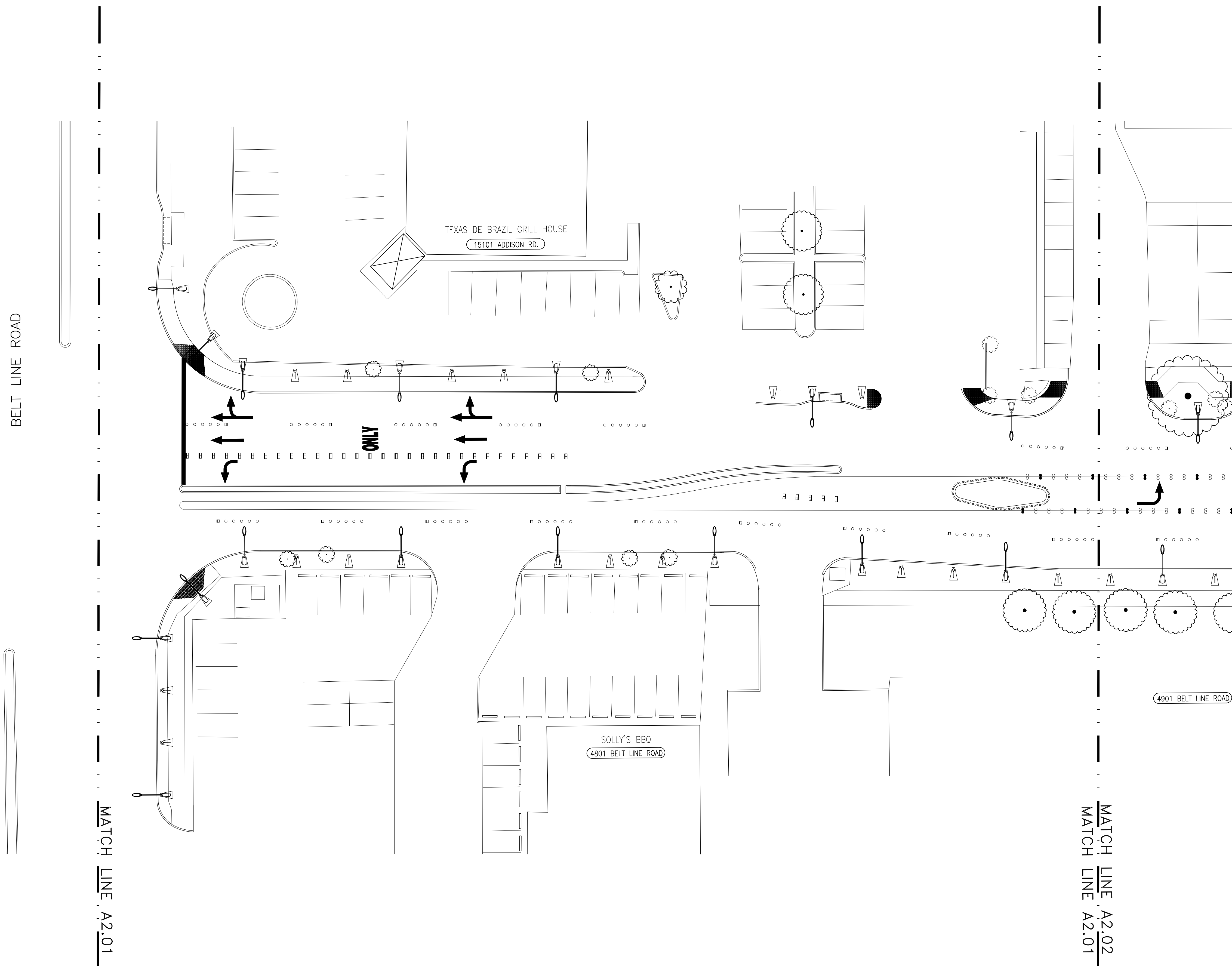
**01**



5430 LBJ Freeway  
 Suite 400  
 Dallas TX 75240  
 Telephone 214.273.1500  
 Facsimile 214.273.1505

**Gensler**

Issue	Date & Issue Description	By	Check
01	01/13/04 TOWN OFFICIALS REVIEW	RML	DB



Seal/Signature

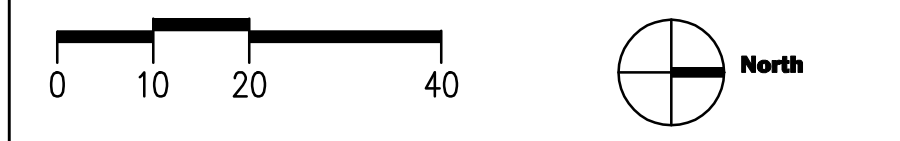
Project Name  
**TOWN OF ADDISON  
 LIGHTING MASTER PLAN - ADDISON ROAD**

Project Number  
**27.3053.000**

CAD File Name  
 K: 27.3053.000/CAD/SHEETS/A-2-01.dwg

Description  
 LIGHTING PLAN  
 PART ONE

Scale



**A2.01**

©2003 Gensler

**ENLARGED PLAN - PART 1**  
 SCALE: 1" = 20'-0"

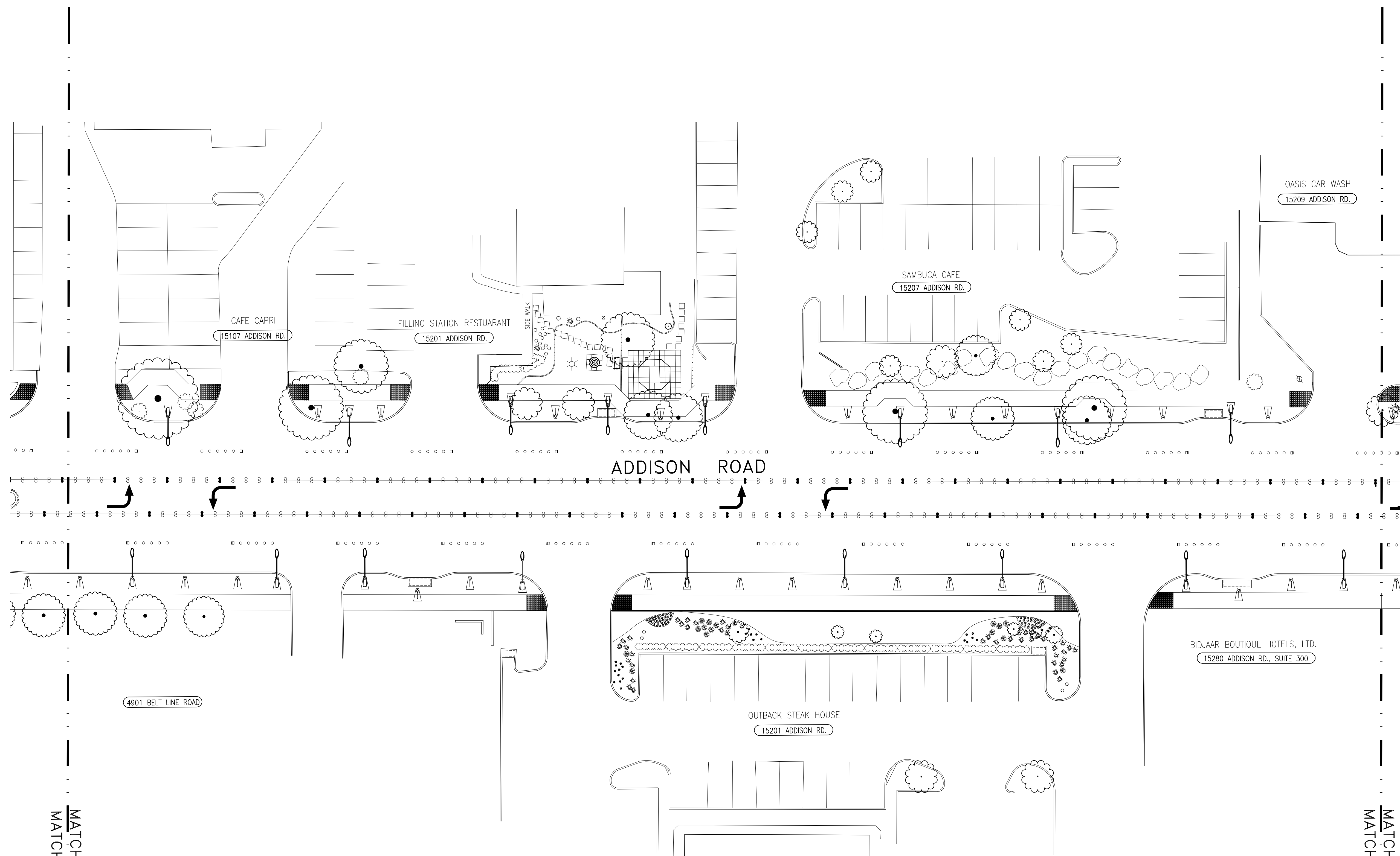
**01**





5430 LBJ Freeway  
 Suite 400  
 Dallas TX 75240  
 Telephone 214.273.1500  
 Facsimile 214.273.1505

**Gensler**



Issue	Date & Issue Description	By	Check
01	01/13/04 TOWN OFFICIALS REVIEW	RML	DB

Seal/Signature

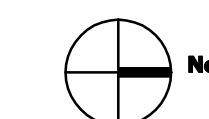
Project Name  
**TOWN OF ADDISON  
 LIGHTING MASTER PLAN - ADDISON ROAD**

Project Number  
**27.3053.000**

CAD File Name  
 K: 27.3053.000/CAD/SHEETS/A-2-02.dwg

Description  
 LIGHTING PLAN  
 PART TWO

Scale



**A2.02**

©2003 Gensler

MATCH LINE A2.02  
 MATCH LINE A2.01

MATCH LINE A2.03  
 MATCH LINE A2.02

**ENLARGED PLAN - PART 2**  
 SCALE: 1" = 20'-0"

**01**

Issue	Date & Issue Description	By	Check
01	01/13/04 TOWN OFFICIALS REVIEW	RML	DB

Seal/Signature

Project Name  
**TOWN OF ADDISON  
 LIGHTING MASTER PLAN - ADDISON ROAD**

Project Number  
**27.3053.000**

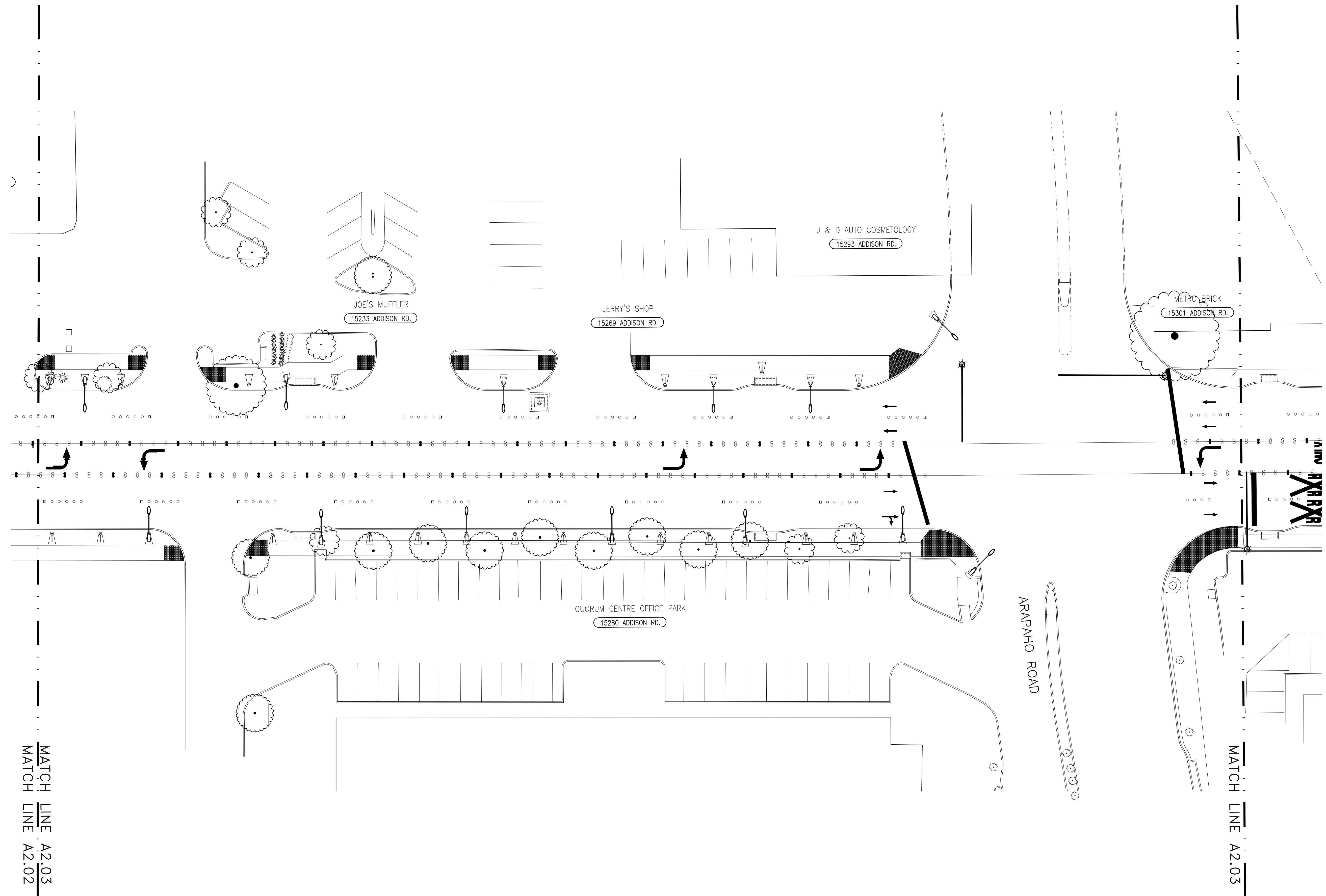
CAD File Name  
 K: 27.3053.000/CAD/SHEETS/A-2-03.dwg

Description  
 LIGHTING PLAN  
 PART THREE

Scale



**A2.03**



MATCH LINE A2.03  
 MATCH LINE A2.02

MATCH LINE A2.03

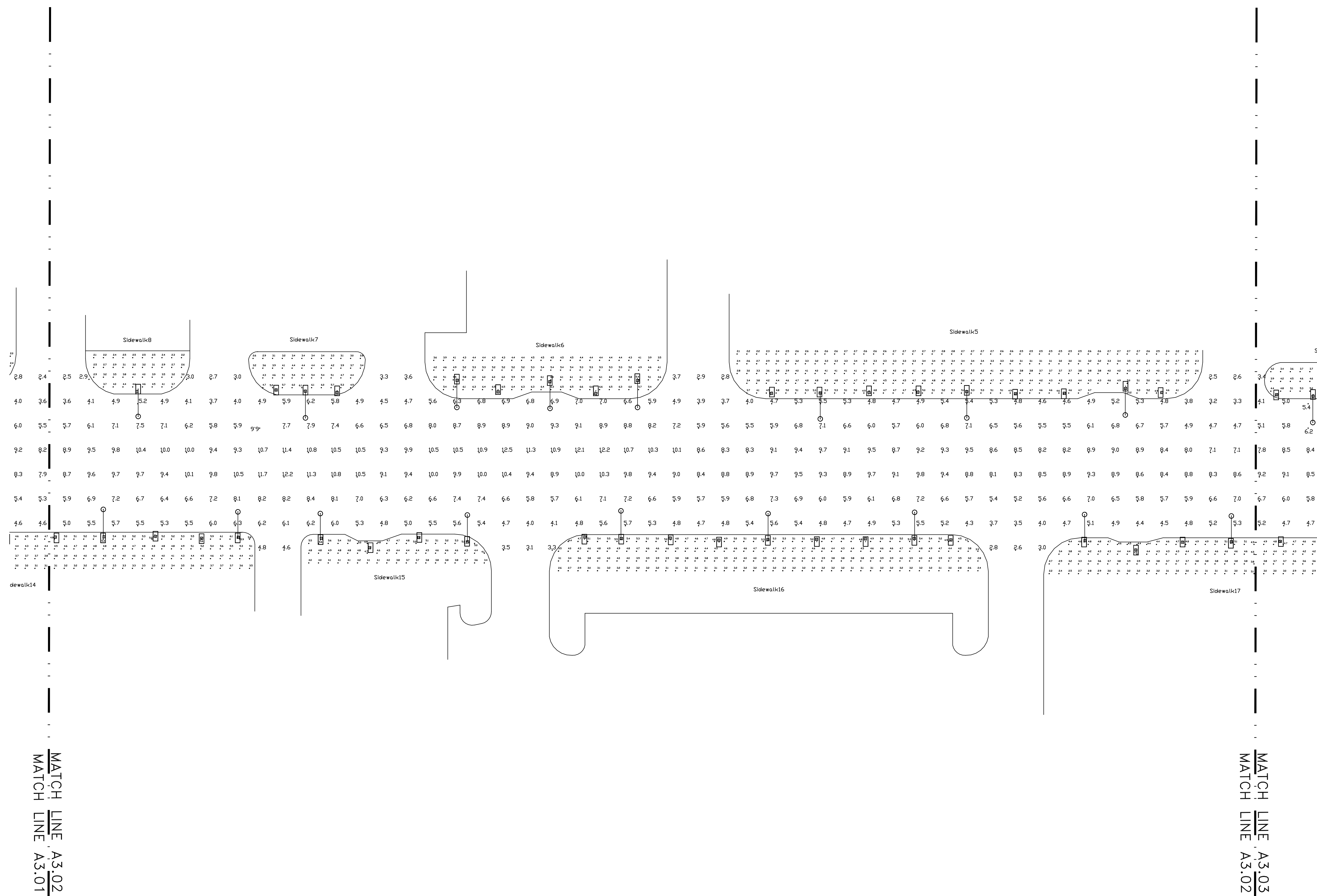




5430 LBJ Freeway  
 Suite 400  
 Dallas TX 75240  
 Telephone 214.273.1500  
 Facsimile 214.273.1505

**Gensler**

Issue	Date & Issue Description	By	Check
01	01/13/04 TOWN OFFICIALS REVIEW	RML	DB



Seal/Signature

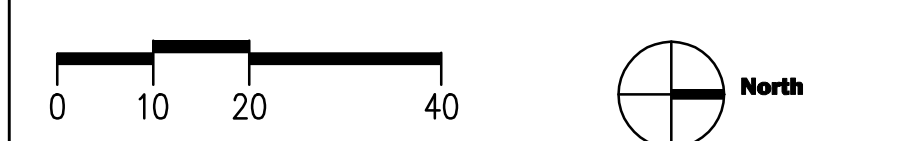
Project Name  
**TOWN OF ADDISON**  
**LIGHTING MASTER PLAN - ADDISON ROAD**

Project Number  
**27.3053.000**

CAD File Name  
 K: 27.3053.000/CAD/SHEETS/A-3-02.dwg

Description  
 PHOTOMETRIC PLAN  
 PART TWO

Scale



**A3.02**

©2003 Gensler

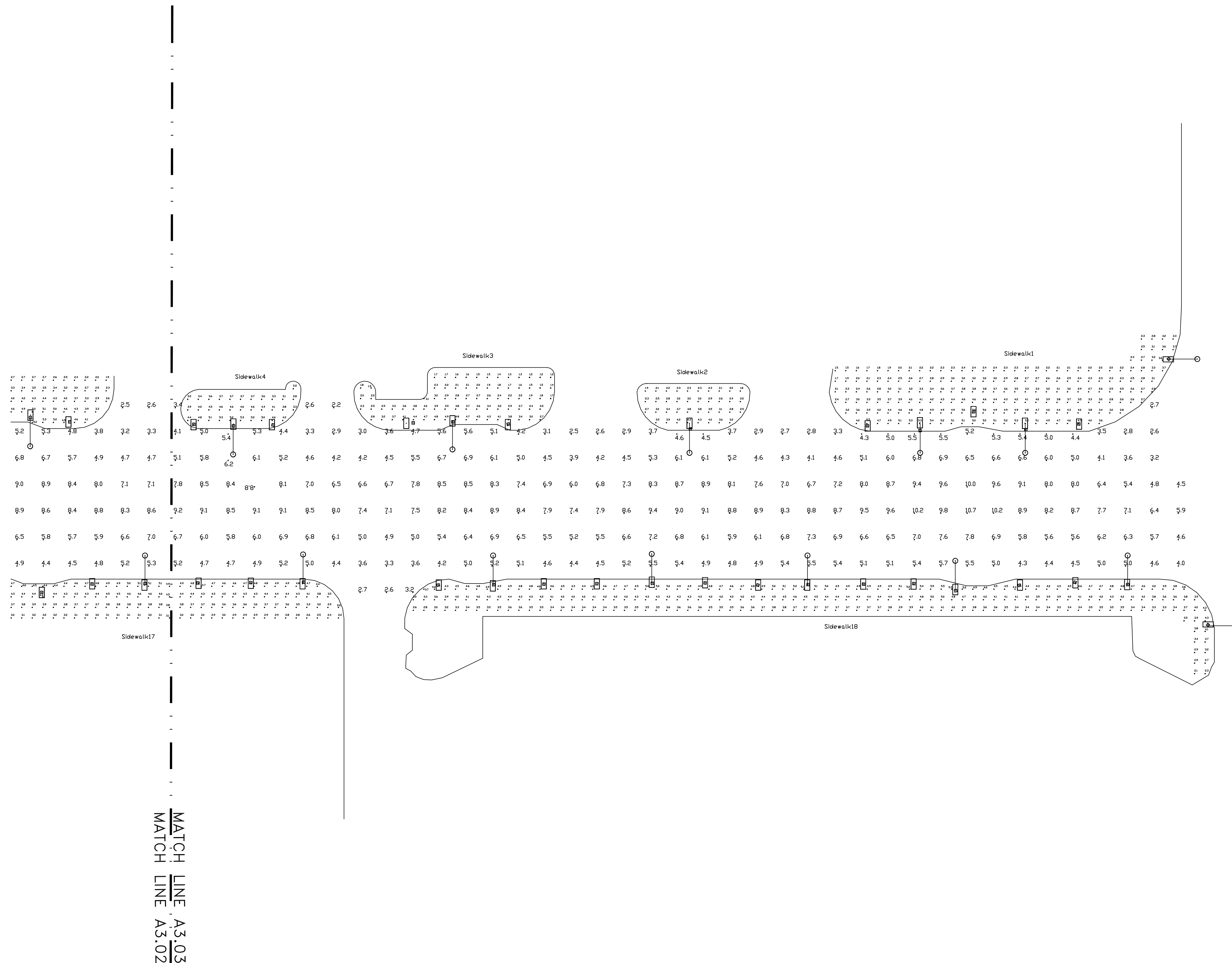
MATCH LINE A3.02  
 MATCH LINE A3.01

MATCH LINE A3.03  
 MATCH LINE A3.02



**Gensler**  
 Dallas TX 75240  
 Telephone 214.273.1500  
 Facsimile 214.273.1505

5430 LBJ Freeway  
 Suite 400  
 Dallas TX 75240  
 Telephone 214.273.1500  
 Facsimile 214.273.1505



Issue	Date & Issue Description	By	Check
01	01/13/04 TOWN OFFICIALS REVIEW	RML	DB

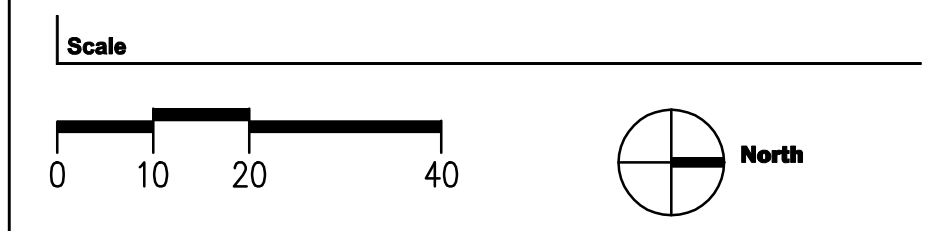
Seal/Signature

Project Name  
**TOWN OF ADDISON  
 LIGHTING MASTER PLAN - ADDISON ROAD**

Project Number  
**27.3053.000**

CAD File Name  
 K: 27.3053.000/CAD/SHEETS/A-3-03.dwg

Description  
 PHOTOMETRIC PLAN  
 PART THREE



**A3.03**

©2003 Gensler

Luminaire Schedule								
Project: All Projects								
Symbol	Qty	Label	Arrangement	Lumens	LLF	Description	Arm	Filename
○	46	Hestia X	SINGLE	32000	0.720	HSX-400MH-SC2	11	210692.IES
□	103	Residential	SINGLE	6600	0.720	70MH-T6	0	8000153.IES

Luminaire Location Summary						
Project: All Projects						
SeqNo	Label	X	Y	Z	Orient	Tilt
1	Hestia X	253.2	58.1	35.75	90	0
2	Hestia X	87.2	119	35.75	270	0
3	Hestia X	56.9	134.6	35.75	180	0
4	Hestia X	71.8	33.6	35.75	180	0
5	Hestia X	126	58.1	35.75	90	0
6	Hestia X	165.8	58.1	35.75	90	0
7	Hestia X	152.5	121	35.75	270	0
8	Hestia X	208.5	119	35.75	270	0
9	Hestia X	267.5	118.4	35.75	270	0
10	Hestia X	327.6	119	35.75	270	0
11	Hestia X	343	56.8	35.75	90	0
12	Hestia X	426.1	58.7	35.75	90	0
13	Hestia X	399.6	118.6	35.75	270	0
14	Hestia X	459.5	119	35.75	270	0
15	Hestia X	519.6	118.4	35.75	270.512	0
16	Hestia X	503	55.6	35.75	90	0
17	Hestia X	568	56.8	35.75	90	0
18	Hestia X	628.1	57.2	35.75	90	0
19	Hestia X	589.4	117.5	35.75	270	0
20	Hestia X	649.5	118	35.75	270	0
21	Hestia X	709.8	116.9	35.75	270	0
22	Hestia X	772.8	118.6	35.75	270	0
23	Hestia X	833.1	118	35.75	270	0
24	Hestia X	866.9	117.3	35.75	270	0
25	Hestia X	703	52.5	35.75	90	0
26	Hestia X	738.9	52.9	35.75	90	0
27	Hestia X	777.1	52.5	35.75	90	0
28	Hestia X	839.2	56.8	35.75	90	0
29	Hestia X	922.1	116.3	35.75	270	0
30	Hestia X	981.8	114.7	35.75	270	0
31	Hestia X	1037	111.6	35.75	270	0
32	Hestia X	1093.8	110.4	35.75	270	0
33	Hestia X	1056.5	50.1	35.75	90	0
34	Hestia X	979.4	55.2	35.75	90	0
35	Hestia X	907.8	56.2	35.75	90	0
36	Hestia X	1153.7	110.4	35.75	270	0
37	Hestia X	1213.4	110.2	35.75	270	0
38	Hestia X	1273.9	110.2	35.75	270	0
39	Hestia X	1290.5	125.1	35.75	318.102	0
40	Hestia X	1154.1	40.8	35.75	90	0
41	Hestia X	1214.4	40.4	35.75	90	0
42	Hestia X	1274.1	39	35.75	90	0
43	Hestia X	1288	28.3	35.75	32.312	0
44	Hestia X	1300.7	7.9	35.75	0	0
45	Hestia X	1306.5	141.6	35.75	0	0
46	Hestia X	1306.5	201.4	35.75	0	0
47	Residential	87.4	119	14	90	0
48	Residential	253.2	57.9	14	270	0
49	Residential	322	58.4	14	90	0
50	Residential	589.5	118	14	90	0
51	Residential	609.5	118.5	14	90	0
52	Residential	629.5	118.5	14	90	0
53	Residential	649.6	118	14	90	0
54	Residential	669.6	118.7	14	90	0
55	Residential	689.4	117.8	14	90	0
56	Residential	528.2	57.9	14	270	0
57	Residential	548.2	58.1	14	270	0
58	Residential	568	56.5	14	270	0
59	Residential	587.8	56.7	14	270	0
60	Residential	608.1	56.7	14	270	0
61	Residential	628.4	57.2	14	270	0
62	Residential	647.9	57.2	14	270	0
63	Residential	703.1	51.7	14	270	0
64	Residential	720.1	56.7	14	270	0
65	Residential	739	52.5	14	270	0
66	Residential	724.8	117.5	14	90	0
67	Residential	709.7	117.5	14	90	0
68	Residential	772.9	118.4	14	90	0
69	Residential	792.5	116.8	14	90	0
70	Residential	812.5	121	14	90	0
71	Residential	833	117.7	14	90	0
72	Residential	867	117	14	90	0
73	Residential	881.8	117.3	14	90	0
74	Residential	900.7	116.3	14	90	0
75	Residential	922.2	117	14	90	0
76	Residential	941.3	117	14	90	0
77	Residential	961.5	117.5	14	90	0
78	Residential	907.8	56	14	270	0
79	Residential	839.2	56.4	14	270	0
80	Residential	851.2	56.4	14	270	0
81	Residential	826.2	56.7	14	270	0
82	Residential	777.1	51.9	14	270	0
83	Residential	760.2	56.2	14	270	0
84	Residential	982.1	115.4	14	90	0
85	Residential	1001.9	114.9	14	90	0
86	Residential	1021.7	114	14	90	0
87	Residential	1037	112.1	14	90	0

SeqNo	Label	X	Y	Z	Orient	Tilt
88	Residential	1093.8	110.4	14	90	0
89	Residential	1113.7	110.4	14	90	0
90	Residential	1133.7	110.7	14	90	0
91	Residential	1153.7	110.2	14	90	0
92	Residential	979.5	55.5	14	270	0
93	Residential	1037.3	51	14	270	0
94	Residential	1056.6	50.3	14	270	0
95	Residential	1071.2	50.8	14	270	0
96	Residential	1133.9	43.9	14	270	0
97	Residential	1154.4	40.9	14	270	0
98	Residential	1173.8	43.9	14	270	0
99	Residential	1213.6	110	14	90	0
100	Residential	1233.2	110.2	14	90	0
101	Residential	1253.7	110.7	14	90	0
102	Residential	1274	110.4	14	90	0
103	Residential	1290.5	124.8	14	138.366	0
104	Residential	1305.6	141.6	14	180	0
105	Residential	1300.1	7.6	14	180	0
106	Residential	1287.4	27.9	14	218.089	0
107	Residential	1274	38.8	14	270	0
108	Residential	1253.7	43.5	14	270	0
109	Residential	1234.1	43.7	14	270	0
110	Residential	1214.3	41.1	14	270	0
111	Residential	1193.6	43.5	14	270	0
112	Residential	105.6	58.2	14	270	0
113	Residential	145.6	53.5	14	270	0
114	Residential	185.7	58.9	14	270	0
115	Residential	126.1	57.9	14	270	0
116	Residential	165.9	57.7	14	270	0
117	Residential	107	118.3	14	90	0
118	Residential	128	119.2	14	90	0
119	Residential	168.3	118.8	14	90	0
120	Residential	187.4	118.8	14	90	0
121	Residential	227.2	119.2	14	90	0
122	Residential	247.3	118.3	14	90	0
123	Residential	208.6	119.2	14	90	0
124	Residential	152.5	120.9	14	90	0
125	Residential	267.5	118.1	14	90	0
126	Residential	71.8	33.7	14	0	0
127	Residential	56.7	134.1	14	0	0
128	Residential	288.3	118.7	14	90	0
129	Residential	308.4	118.7	14	90	0
130	Residential	327.7	119.5	14	90	0
131	Residential	348.2	119.2	14	90	0
132	Residential	343	57	14	90	0
133	Residential	360.5	57.9	14	270	0
134	Residential	399.8	118.7	14	90	0
135	Residential	459.7	119.2	14	90	0
136	Residential	426	58.2	14	270	0
137	Residential	502.9	54.8	14	270	0
138	Residential	411.4	58.4	14	270	0
139	Residential	441.1	58.4	14	270	0
140	Residential	419.4	118.5	14	90	0
141	Residential	439.2	118.5	14	90	0
142	Residential	479.5	118.7	14	90	0
143	Residential	498.6	122	14	90	0
144	Residential	488.5	57.4	14	270	0
145	Residential	519.9	118.7	14	90	0
146	Residential	574.6	118	14	90	0
147	Residential	1305.6	201.4	14	180	0
148	Residential	1306	161.8	14	180	0
149	Residential	1305	181.8	14	180	0

Numeric Summary							
Project: All Projects							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Addison Road	Illuminance	Fc	6.45	12.5	2.2	2.93	5.68
Sidewalk1	Illuminance	Fc	3.35	5.4	1.5	2.23	3.60
Sidewalk2	Illuminance	Fc	2.93	4.3	1.8	1.63	2.39
Sidewalk3	Illuminance	Fc	2.70	4.9	1.2	2.25	4.08
Sidewalk4	Illuminance	Fc	4.11	5.3	2.2	1.87	2.41
Sidewalk5	Illuminance	Fc	3.77	5.4	1.9	1.98	2.84
Sidewalk6	Illuminance	Fc	5.32	6.6	3.5	1.52	1.89
Sidewalk7	Illuminance	Fc	4.33	6.1	2.6	1.67	2.35
Sidewalk8	Illuminance	Fc	3.19	4.6	2.1	1.52	2.19
Sidewalk9	Illuminance	Fc	3.24	4.7	2.0	1.62	2.35
Sidewalk10	Illuminance	Fc	4.71	5.3	3.8	1.24	1.39
Sidewalk11	Illuminance	Fc	5.21	6.9	2.5	2.08	2.76
Sidewalk12	Illuminance	Fc	4.68	6.7	2.3	2.03	2.91
Sidewalk13	Illuminance	Fc	4.11	4.9	2.8	1.47	1.75
Sidewalk14	Illuminance	Fc	4.12	6.1	2.0	2.06	3.05
Sidewalk15	Illuminance	Fc	4.52	5.6	3.4	1.33	1.65
Sidewalk16	Illuminance	Fc	4.10	5.5	2.4	1.71	2.29
Sidewalk17	Illuminance	Fc	3.84	5.1	2.2	1.75	2.32
Sidewalk18	Illuminance	Fc	4.11	5.5	2.1	1.96	2.62

**PHOTOMETRIC INFORMATION** **01**  
SCALE: 1" = 20'-0"



**Gensler**  
Dallas  
5430 LBJ Freeway  
Suite 400  
TX 75240  
Telephone 214.273.1500  
Facsimile 214.273.1505

Issue	Date & Issue Description	By	Check
01	01/13/04 TOWN OFFICIALS REVIEW	RML	DB

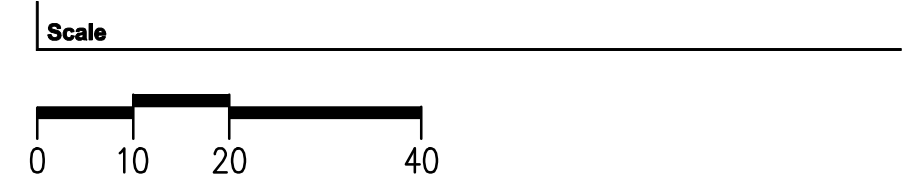
Seal/Signature

**Project Name**  
TOWN OF ADDISON  
LIGHTING MASTER PLAN - ADDISON ROAD

**Project Number**  
27.3053.000

**CAD File Name**  
K: 27.3053.000/CAD/SHEETS/A-3-10.dwg

**Description**  
PHOTOMETRIC INFORMATION



**A3.10**

# Town of Addison

---

Lighting Master Plan - Spectrum Drive  
January 19, 2004

**Gensler**

Architect  
5430 LBJ Freeway  
Suite 400  
Dallas, Texas 75240  
214.273.1500

Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

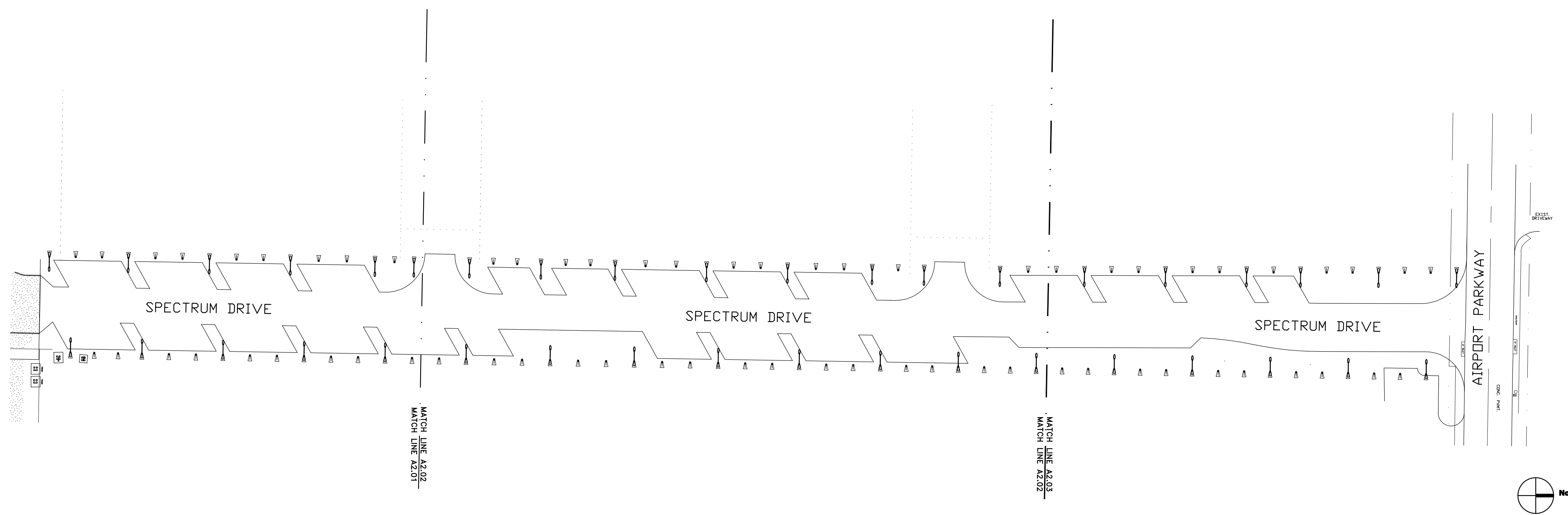
**SHEET INDEX**

SCALE: N.T.S.

COVER	--
A1.00	KEY PLAN / OVERALL MASTER PLAN
A2.01	ENLARGED PLAN - PART 1
A2.02	ENLARGED PLAN - PART 2
A2.03	ENLARGED PLAN - PART 3
A2.04	ENLARGED PLAN - PART 4
A3.01	PHOTOMETRIC PLAN - PART 1
A3.02	PHOTOMETRIC PLAN - PART 2
A3.03	PHOTOMETRIC PLAN - PART 3
A3.04	PHOTOMETRIC PLAN - PART 4
A3.10	PHOTOMETRIC INFORMATION

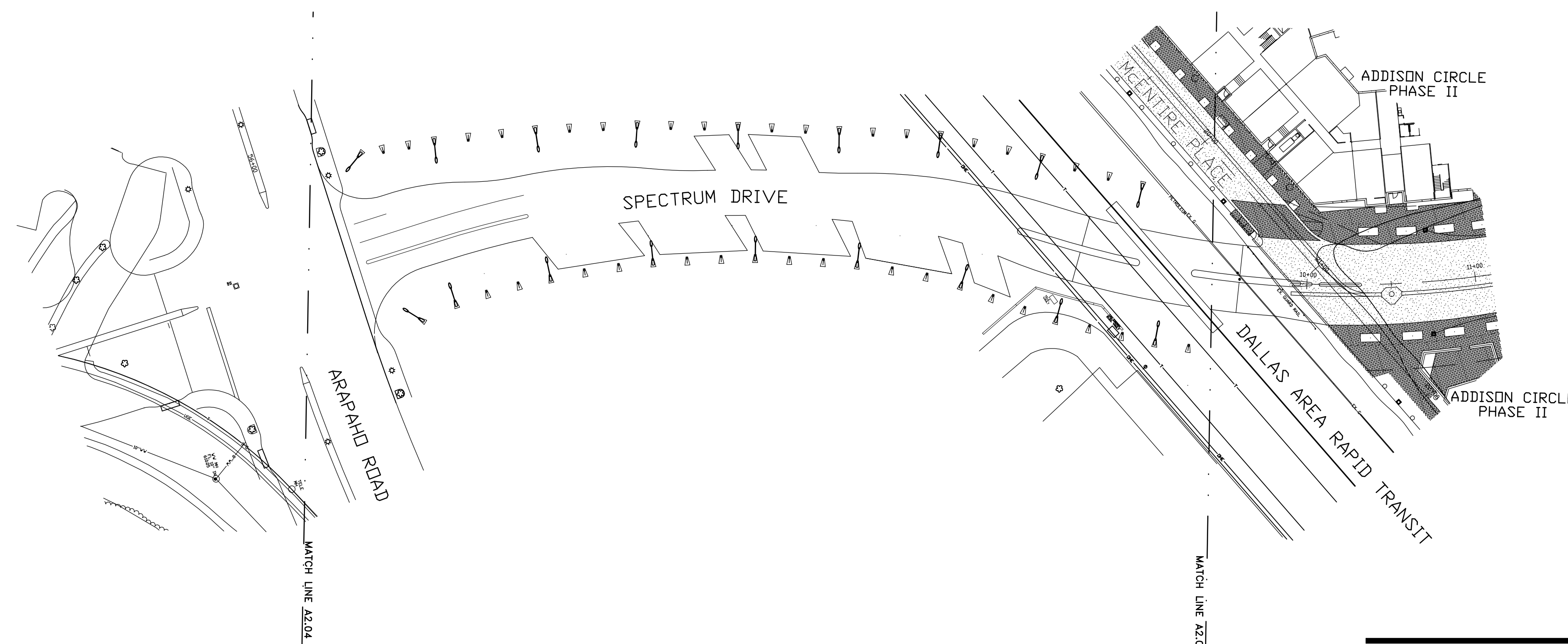


**Gensler**  
 5430 LBJ Freeway  
 Suite 400  
 Dallas TX 75240  
 Telephone 214.273.1500  
 Facsimile 214.273.1505



**OVERALL STREET PLAN**  
 SCALE: 1" = 50'-0"

**01**



**OVERALL STREET PLAN**  
 SCALE: 1" = 50'-0"

**02**

Issue	Date & Issue Description	By	Check
01	01/19/04 TOWN OFFICIALS REVIEW	RML	DB

Seal/Signature

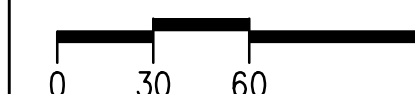
Project Name  
**TOWN OF ADDISON  
 LIGHTING MASTER PLAN - SPECTRUM DRIVE**

Project Number  
**27.3053.000**

CAD File Name  
 K: 27.3053.000/CAD/SHEETS/S-1-00.dwg

Description  
 LIGHTING PLAN  
 OVERALL MASTER PLAN

Scale



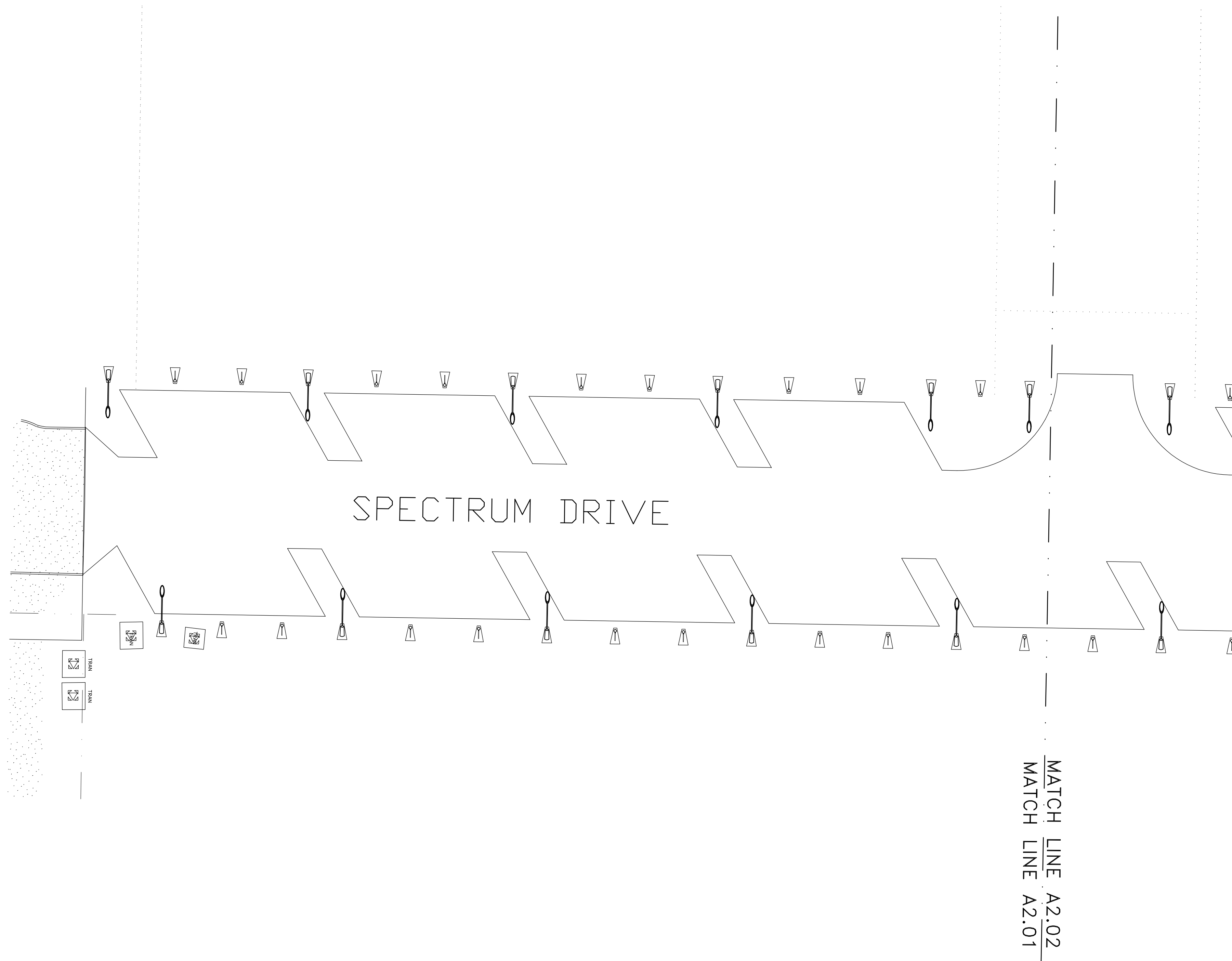
**A1.00**

©2003 Gensler





**Gensler** 5430 LBJ Freeway  
 Suite 400  
 Dallas TX 75240  
 Telephone 214.273.1500  
 Facsimile 214.273.1505



Issue	Date & Issue Description	By	Check
01	01/19/04 TOWN OFFICIALS REVIEW	RML	DB

Seal/Signature

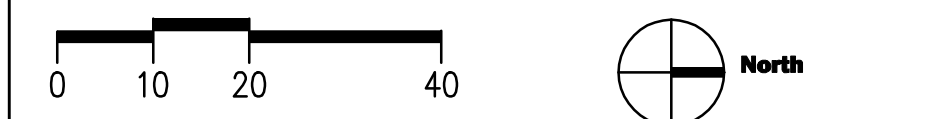
Project Name  
**TOWN OF ADDISON  
 LIGHTING MASTER PLAN - SPECTRUM DRIVE**

Project Number  
**27.3053.000**

CAD File Name  
 K: 27.3053.000/CAD/SHEETS/S-2-01.dwg

Description  
 LIGHTING PLAN  
 PART ONE

Scale



**A2.01**

©2003 Gensler

**ENLARGED PLAN - PART 1**  
 SCALE: 1" = 20'-0"

**01**



5430 LBJ Freeway  
Suite 400  
Dallas TX 75240  
Telephone 214.273.1500  
Facsimile 214.273.1505

**Gensler**

Issue	Date & Issue Description	By	Check
01	01/19/04 TOWN OFFICIALS REVIEW	RML	DB

Seal/Signature

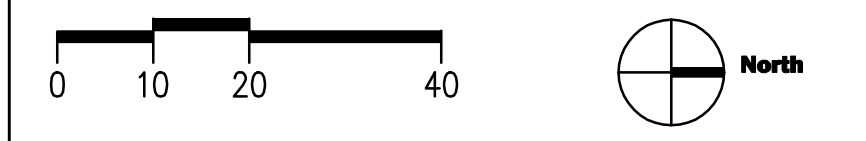
Project Name  
**TOWN OF ADDISON  
LIGHTING MASTER PLAN - SPECTRUM DRIVE**

Project Number  
**27.3053.000**

CAD File Name  
K: 27.3053.000/CAD/SHEETS/S-2-02.dwg

Description  
LIGHTING PLAN  
PART TWO

Scale

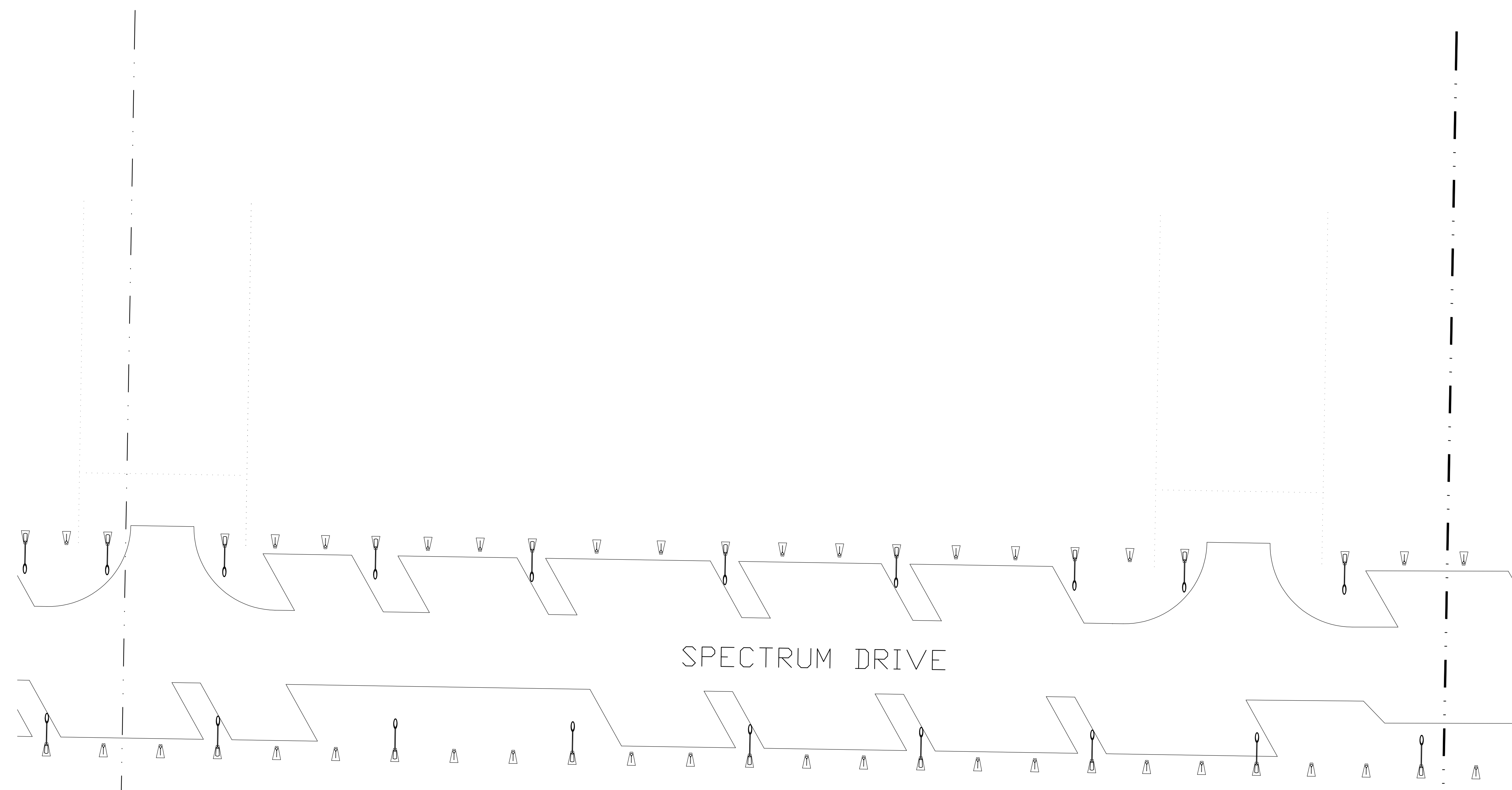


**A2.02**

©2003 Gensler

**ENLARGED PLAN - PART 2**  
SCALE: 1" = 20'-0"

**01**



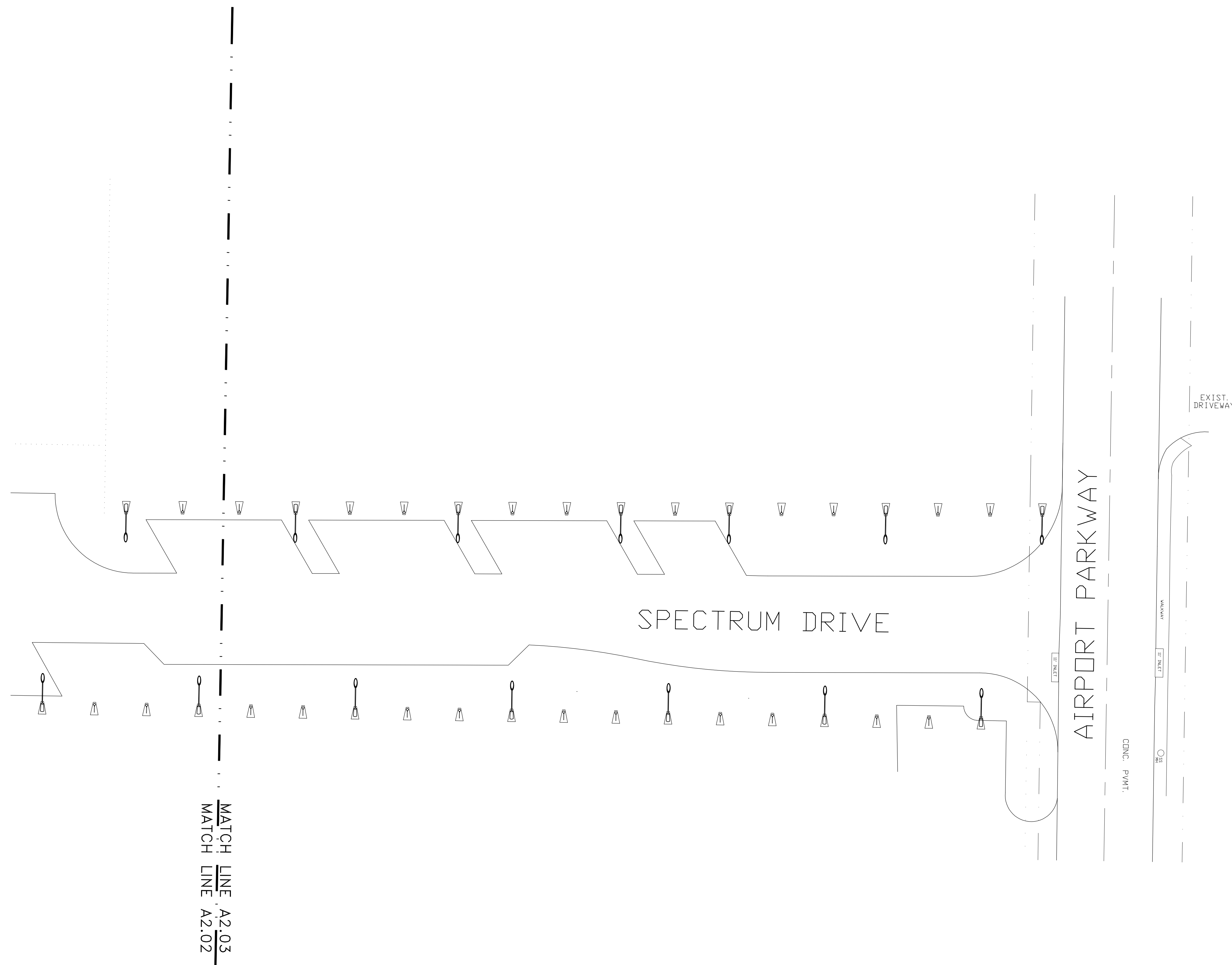
MATCH LINE A2.02  
MATCH LINE A2.01

MATCH LINE A2.03  
MATCH LINE A2.02



5430 LBJ Freeway  
 Suite 400  
 Dallas TX 75240  
 Telephone 214.273.1500  
 Facsimile 214.273.1505

**Gensler**



Issue	Date & Issue Description	By	Check
01	01/19/04 TOWN OFFICIALS REVIEW	RML	DB

Seal/Signature

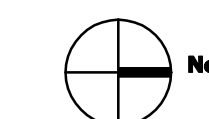
Project Name  
**TOWN OF ADDISON  
 LIGHTING MASTER PLAN - SPECTRUM DRIVE**

Project Number  
**27.3053.000**

CAD File Name  
 K: 27.3053.000/CAD/SHEETS/S-2-03.dwg

Description  
 LIGHTING PLAN  
 PART THREE

Scale



**A2.03**

**ENLARGED PLAN - PART 3**  
 SCALE: 1" = 20'-0"

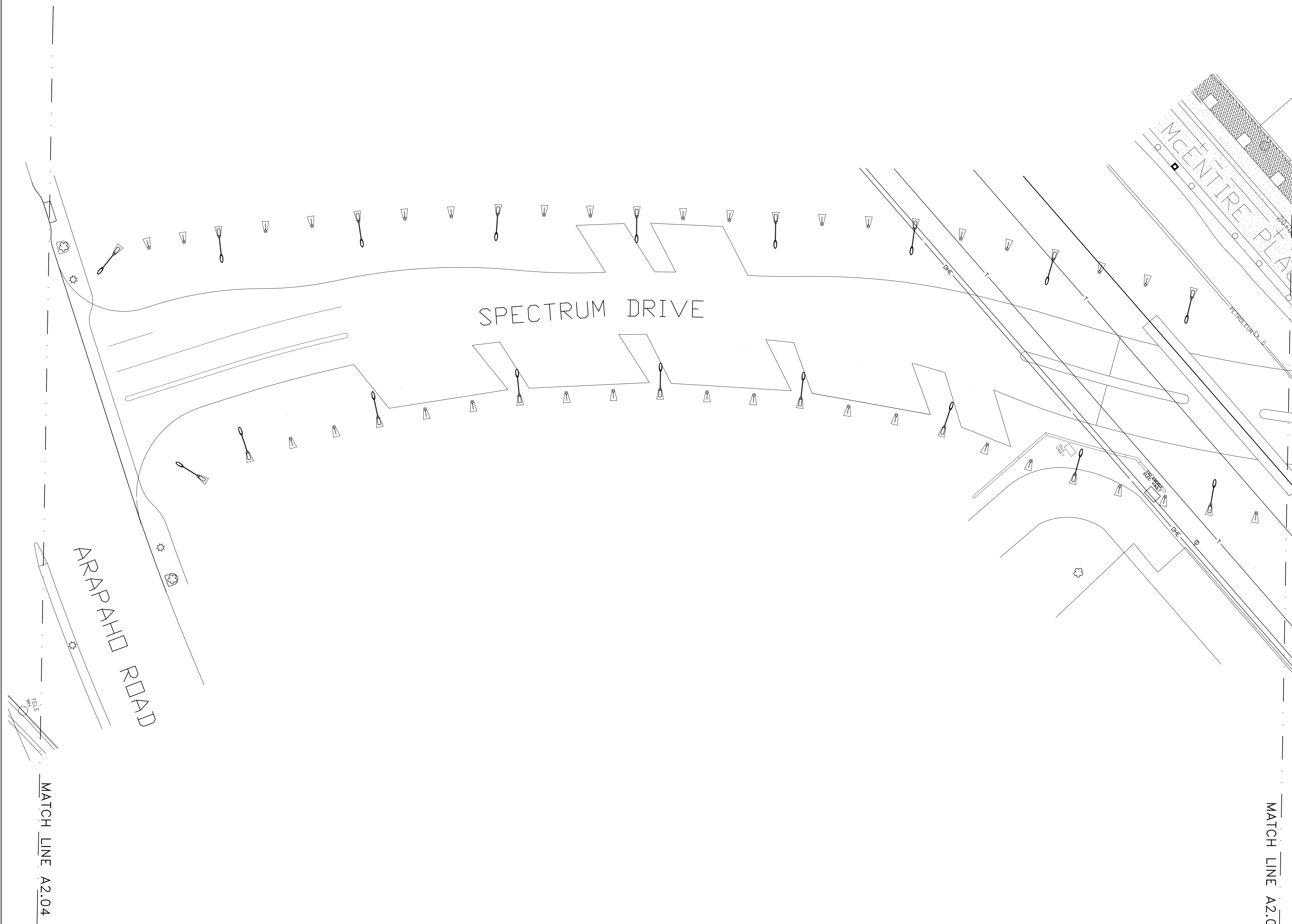
**01**

©2003 Gensler



5430 LBJ Freeway  
 Suite 400  
 Dallas TX 75240  
 Telephone 214.273.1500  
 Facsimile 214.273.1505

**Gensler**



Issue	Date & Issue Description	By	Check
01	01/13/04 TOWN OFFICIALS REVIEW	RML	DB

Seal/Signature

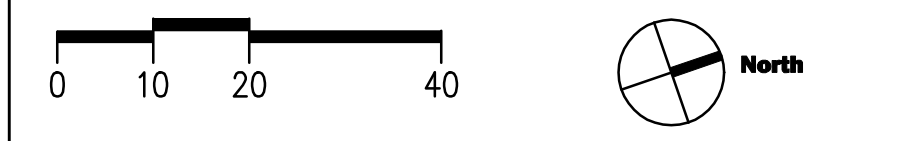
Project Name  
**TOWN OF ADDISON  
 LIGHTING MASTER PLAN - SPECTRUM DRIVE**

Project Number  
**27.3053.000**

CAD File Name  
 K: 27.3053.000/CAD/SHEETS/S-2-04.dwg

Description  
 LIGHTING PLAN  
 PART FOUR

Scale



**A2.04**

© 2003 Gensler

**ENLARGED PLAN - PART 4**  
 SCALE: 1" = 20'-0"

**01**

MATCH LINE A2.04

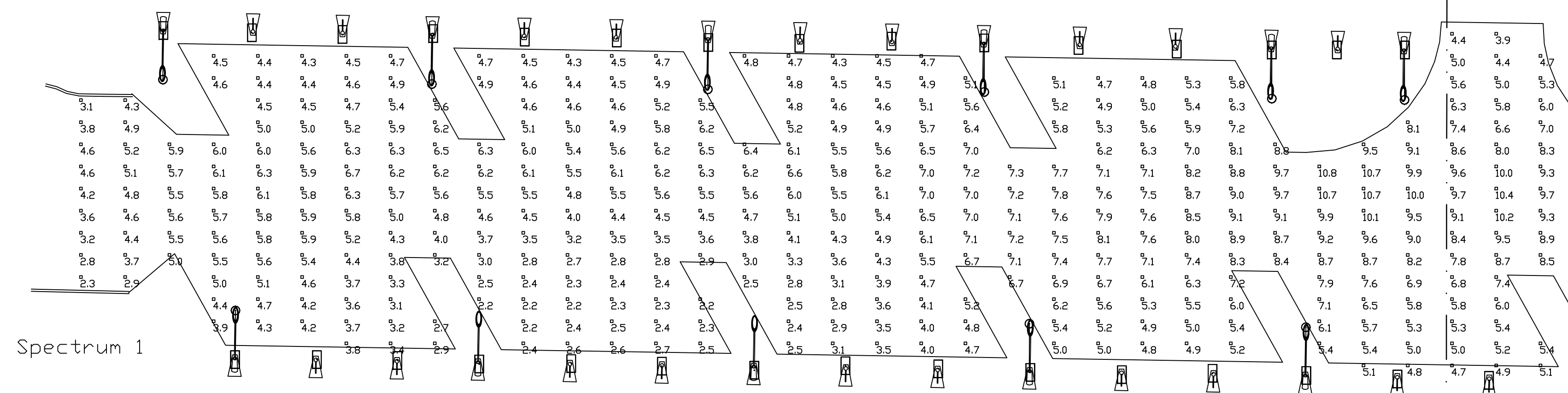
MATCH LINE A2.04



5430 LBJ Freeway  
 Suite 400  
 Dallas TX 75240  
 Telephone 214.273.1500  
 Facsimile 214.273.1505

**Gensler**

Issue	Date & Issue Description	By	Check
01	01/19/04 TOWN OFFICIALS REVIEW	RML	DB



Seal/Signature

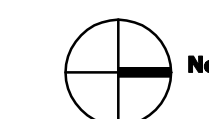
Project Name  
**TOWN OF ADDISON  
 LIGHTING MASTER PLAN - SPECTRUM DRIVE**

Project Number  
**27.3053.000**

CAD File Name  
 K: 27.3053.000/CAD/SHEETS/S-3-01.dwg

Description  
 PHOTOMETRIC PLAN  
 PART 1

Scale



**A3.01**

©2003 Gensler

**PHOTOMETRIC PLAN - PART 1**  
 SCALE: N.T.S.

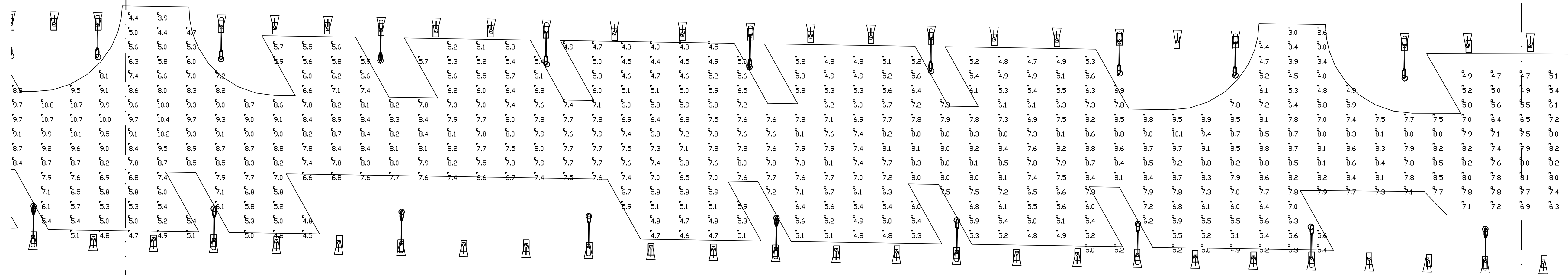
**01**



5430 LBJ Freeway  
 Suite 400  
 Dallas TX 75240  
 Telephone 214.273.1500  
 Facsimile 214.273.1505

**Gensler**

Issue	Date & Issue Description	By	Check
01	01/19/04 TOWN OFFICIALS REVIEW	RML	DB



MATCH LINE A3.02  
 MATCH LINE A3.01

MATCH LINE A3.03  
 MATCH LINE A3.02

Seal/Signature

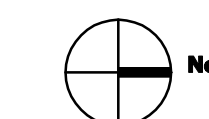
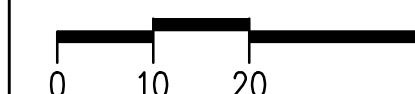
Project Name  
**TOWN OF ADDISON  
 LIGHTING MASTER PLAN - SPECTRUM DRIVE**

Project Number  
**27.3053.000**

CAD File Name  
 K: 27.3053.000/CAD/SHEETS/S-3-02.dwg

Description  
 PHOTOMETRIC PLAN  
 PART 2

Scale



**A3.02**

**PHOTOMETRIC PLAN - PART 2**  
 SCALE: N.T.S.

**01**

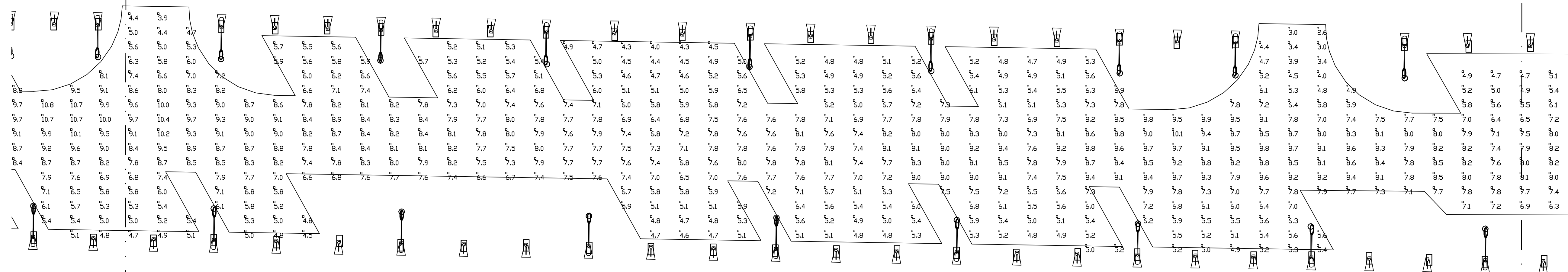
©2003 Gensler



5430 LBJ Freeway  
 Suite 400  
 Dallas TX 75240  
 Telephone 214.273.1500  
 Facsimile 214.273.1505

**Gensler**

Issue	Date & Issue Description	By	Check
01	01/19/04 TOWN OFFICIALS REVIEW	RML	DB



MATCH LINE A3.02  
 MATCH LINE A3.01

MATCH LINE A3.03  
 MATCH LINE A3.02

Seal/Signature

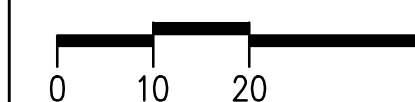
Project Name  
**TOWN OF ADDISON  
 LIGHTING MASTER PLAN - SPECTRUM DRIVE**

Project Number  
**27.3053.000**

CAD File Name  
 K: 27.3053.000/CAD/SHEETS/S-3-03.dwg

Description  
 PHOTOMETRIC PLAN  
 PART 3

Scale



**A3.03**

**PHOTOMETRIC PLAN - PART 3**  
 SCALE: N.T.S.

**01**

©2003 Gensler





File name : 4206\_Spectrum\_001.DWG

Luminaire Schedule								
Project: All Projects								
Symbol	Qty	Label	Arrangement	Lumens	LLF	Description	Arm	Filename
⊙	54	Hestia X	SINGLE	32000	0.720	HSX-400MH-SC2	11	210692.IES
⊙	152	Residential	SINGLE	6600	0.720	70MH-T6	0	8000153.IES

Numeric Summary							
Project: All Projects							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Spectrum 1	Illuminance	Fc	6.41	10.8	2.2	2.91	4.91
Spectrum 2	Illuminance	Fc	5.74	9.8	2.3	2.50	4.26

Luminaire Location Summary						
Project: All Projects						
SeqNo	Label	X	Y	Z	Orient	Tilt
1	Hestia X	71.8	681.9	35.75	270	0
2	Residential	71.9	682	14	90	0
3	Residential	88.1	607.6	14	270	0
4	Hestia X	88.2	607.7	35.75	90	0
5	Residential	91.9	681.5	14	270	0
6	Residential	106.6	607.6	14	90	0
7	Residential	112.4	681.1	14	270	0
8	Residential	124.8	607.4	14	90	0
9	Hestia X	132.6	680.9	35.75	270	0
10	Residential	132.9	681.3	14	90	0
11	Residential	143.3	606.6	14	270	0
12	Residential	153.6	680.5	14	270	0
13	Residential	164.1	606.7	14	90	0
14	Residential	174.4	680.3	14	270	0
15	Residential	184.6	606.1	14	90	0
16	Hestia X	195	679.7	35.75	270	0
17	Residential	195.1	679.3	14	90	0
18	Residential	205.5	605.2	14	270	0
19	Residential	215.7	679.1	14	270	0
20	Residential	226.1	606.2	14	90	0
21	Residential	236.5	679.6	14	270	0
22	Residential	247.1	605.5	14	90	0
23	Hestia X	257.5	679.1	35.75	270	0
24	Residential	257.5	679.2	14	90	0
25	Residential	267.8	228.2	14	53.647	0
26	Hestia X	267.9	227.8	35.75	230.553	0
27	Hestia X	267.7	604.7	35.75	90	0
28	Residential	267.9	604.7	14	270	0
29	Residential	278.8	678.6	14	270	0
30	Residential	283	230.4	14	295.78	0
31	Residential	288.6	604.2	14	90	0
32	Residential	297.7	233.6	14	287.241	0
33	Residential	301	677.8	14	270	0
34	Hestia X	303.2	132.5	35.75	150.133	0
35	Residential	304	131.7	14	330.524	0
36	Residential	309.1	604.5	14	90	0
37	Residential	312.3	234.7	14	92.526	0
38	Hestia X	312.6	235.5	35.75	279.574	0
39	Hestia X	322.5	677.6	35.75	270	0
40	Residential	322.5	677.6	14	90	0
41	Hestia X	324.8	142	35.75	106.26	0
42	Residential	325.1	142	14	286.557	0
43	Hestia X	330.2	603.9	35.75	90	0
44	Residential	330.3	604	14	270	0
45	Residential	332.4	237.4	14	277.989	0
46	Residential	337.2	677.6	14	270	0
47	Residential	343.6	148.4	14	109.25	0
48	Residential	350.9	603.2	14	90	0
49	Hestia X	352.5	677.3	35.75	270	0
50	Residential	352.6	677.6	14	90	0
51	Residential	353.5	239	14	289.385	0
52	Residential	361.9	153.6	14	109.026	0
53	Residential	371.6	602.9	14	90	0
54	Hestia X	372.8	241.7	35.75	279.767	0
55	Residential	373.6	241.2	14	111.523	0
56	Residential	381.3	156.9	14	281.31	0
57	Hestia X	381.4	157.6	35.75	102.907	0
58	Residential	392.8	243.1	14	284.036	0
59	Hestia X	392.4	603	35.75	90	0
60	Residential	392.4	603.1	14	270	0
61	Hestia X	394.9	676.6	35.75	270	0
62	Residential	394.9	676.8	14	90	0
63	Residential	401.7	160.9	14	101.842	0
64	Residential	413.1	243.9	14	267.207	0
65	Residential	413.6	676.2	14	270	0
66	Residential	414.1	602.4	14	90	0
67	Residential	422	164.1	14	94.514	0
68	Residential	431.5	676.2	14	270	0
69	Residential	432.7	245	14	78.977	0
70	Hestia X	432.8	245	35.75	266.424	0
71	Residential	435.8	602.8	14	90	0
72	Residential	442.4	166.1	14	276.34	0
73	Hestia X	442.4	167.4	35.75	96.45	0
74	Hestia X	449.9	676.1	35.75	270	0
75	Residential	450.1	675.8	14	90	0

SeqNo	Label	X	Y	Z	Orient	Tilt
76	Residential	452.7	243.9	14	271.736	0
77	Residential	456.9	601.3	14	270	0
78	Hestia X	457.2	601.9	35.75	90	0
79	Residential	462.7	167.9	14	98.746	0
80	Residential	469	675.2	14	270	0
81	Residential	472.8	244.4	14	261.764	0
82	Residential	478.7	601.1	14	90	0
83	Residential	483.1	168.3	14	92.386	0
84	Residential	487.8	675.2	14	270	0
85	Residential	492.8	244.5	14	86.775	0
86	Hestia X	492.9	243.9	35.75	267.745	0
87	Residential	500.2	601.3	14	90	0
88	Residential	502.9	169	14	272.121	0
89	Hestia X	502.9	169.4	35.75	88.29	0
90	Residential	507	674.8	14	90	0
91	Hestia X	507.3	674.8	35.75	270	0
92	Residential	513	242.8	14	277.989	0
93	Hestia X	521.8	600.4	35.75	90	0
94	Residential	521.9	600.4	14	270	0
95	Residential	523.1	168.1	14	93.576	0
96	Residential	530.7	674	14	270	0
97	Residential	533	242.3	14	260.628	0
98	Residential	543.5	166.9	14	82.405	0
99	Residential	543.2	600	14	90	0
100	Hestia X	553	241.5	35.75	269.157	0
101	Residential	553.6	241.2	14	95.029	0
102	Residential	554	673.9	14	270	0
103	Residential	563.7	165	14	262.235	0
104	Hestia X	563.7	165.8	35.75	82.648	0
105	Residential	564.7	599.8	14	90	0
106	Residential	572.5	240.7	14	267.371	0
107	Hestia X	577.2	673.9	35.75	270	0
108	Residential	577.5	674.1	14	90	0
109	Residential	584.3	161.8	14	78.69	0
110	Residential	586.1	599.5	14	270	0
111	Hestia X	586.5	599.8	35.75	90	0
112	Residential	592.6	239.8	14	265.101	0
113	Residential	598.3	673.2	14	270	0
114	Residential	605.2	158	14	74.291	0
115	Residential	607.2	599.2	14	90	0
116	Residential	612.1	239.6	14	72.332	0
117	Hestia X	613.1	238.7	35.75	261.733	0
118	Residential	619.1	672.9	14	270	0
119	Residential	625.4	152.8	14	254.279	0
120	Hestia X	625.5	154.1	35.75	68.344	0
121	Residential	628.1	599.2	14	90	0
122	Residential	632.9	234.7	14	258.015	0
123	Residential	639.8	672.7	14	90	0
124	Hestia X	639.9	672.5	35.75	270	0
125	Residential	644.3	145.1	14	73.78	0
126	Residential	648.6	598.7	14	270	0
127	Hestia X	648.7	599	35.75	90	0
128	Residential	652.6	230	14	251.94	0
129	Residential	661.6	672.2	14	270	0
130	Residential	662.7	138.1	14	67.659	0
131	Residential	669.2	598	14	90	0
132	Residential	672.8	224.9	14	67.788	0
133	Hestia X	673	224.8	35.75	252.621	0
134	Residential	681.8	132.6	14	255.964	0
135	Hestia X	682	132.5	14	73.94	0
136	Residential	683.3	671.9	14	270	0
137	Residential	690.4	598.2	14	90	0
138	Residential	692.5	220	14	255.194	0
139	Residential	701.6	127.3	14	80.87	0
140	Residential	704.8	672.4	14	90	0
141	Hestia X	704.9	671.7	35.75	270	0
142	Residential	710.9	598.1	14	270	0
143	Hestia X	711.2	597.8	35.75	90	0
144	Residential	712.4	214.6	14	257.989	0
145	Residential	721	123.3	14	76.76	0
146	Residential	724.6	671.2	14	270	0
147	Residential	730.9	597.6	14	90	0
148	Hestia X	732.5	208.1	35.75	255.842	0
149	Residential	733	210.3	14	65.002	0

SeqNo	Label	X	Y	Z	Orient	Tilt
150	Residential	740.5	118.6	14	255.964	0
151	Hestia X	740.7	120.3	14	80.159	0
152	Hestia X	744.8	671	35.75	270	0
153	Residential	744.8	671.4	14	90	0
154	Residential	751.1	597.1	14	90	0
155	Residential	760.4	116.2	14	90	0
156	Hestia X	770.8	596.8	35.75	90	0
157	Residential	771.1	597.1	14	270	0
158	Residential	790.9	596.8	14	90	0
159	Residential	803.1	670.6	14	90	0
160	Hestia X	803.2	670	35.75	270	0
161	Residential	811.6	596.2	14	90	0
162	Residential	825.3	669.9	14	270	0
163	Residential	830.9	595.5	14	270	0
164	Hestia X	831	596	35.75	90	0
165	Residential	846.6	670.2	14	270	0
166	Residential	851.3	595.8	14	90	0
167	Hestia X	868.3	669.7	35.75	270	0
168	Residential	868.3	670.4	14	90	0
169	Residential	870.9	595.7	14	90	0
170	Residential	888.9	670.2	14	270	0
171	Residential	890.9	595	14	270	0
172	Hestia X	891.1	595	35.75	90	0
173	Residential	909.8	669.9	14	270	0
174	Residential	911.1	594.5	14	90	0
175	Hestia X	930.6	670.1	35.75	270	0
176	Residential	930.8	669.9	14	90	0
177	Residential	931.1	594	14	90	0
178	Hestia X	951.1	593.9	35.75	90	0
179	Residential	951.3	594	14	270	0
180	Residential	951.6	670.2	14	270	0
181	Residential	970.9	593.5	14	90	0
182	Residential	972.1	669.9	14	270	0
183	Residential	991.1	593.3	14	90	0
184	Residential	9				