



**City of Lake Dallas
City Council
Special Called Meeting
City Hall
212 Main Street, Lake Dallas, TX 75065
Monday, June 29, 2026 at 8:00 AM
Agenda**

Open Session

City Council Chambers-8:00 A.M.

Section I. - Call to Order & Determination of Quorum:

Section II. - Invocation & Pledges of Allegiance:

Section III. - Public Comment:

1. Citizen Agenda & Public Comment

An opportunity for citizens to address the Mayor and City Council on matters which are not scheduled for consideration by the City Council on this agenda. In order to address the Council, a Public Meeting Appearance Card must be completed and presented to the City Secretary prior to the start of the Council meeting. The Texas Open Meeting Act prohibits deliberation by the City Council of any subject which is not on the posted agenda, therefore the Council will not be able to discuss or take any action on items brought up during the citizen presentations. Citizen presentations will be limited to 5 minutes per person. Persons wishing to provide comments on an item appearing on this agenda must complete a Public Meeting Appearance Card and present it to the City Secretary prior to the item being called on the agenda and wait until recognized by the Mayor or other presiding officer before speaking on the item when that item is called for discussion.

Section IV. - Action items:

1. Consider and act on a contract with McAdams for engineering and design services, easement acquisition, and construction contract administration related to the Carlisle Road Reconstruction Project in an amount not to exceed \$50,000 and authorize the City Manager to negotiate and execute the contract on behalf of the City.

Section V. - Executive Session:

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda items listed above or herein.

Section VI. - Return to Open Session:

1. Discuss and take appropriate action, if any, resulting from the discussions conducted in Closed Session.

Section VII. - Adjournment:

I certify that the above notice of this meeting posted on the bulletin board at City Hall of the City of Lake Dallas, Texas on June 23, 2026 at 3:00 p.m.

Codi Delcambre

Codi Delcambre, TRMC
City Secretary

If you plan to attend this public meeting and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (940) 497-2226 ext. 102 or fax (940) 497-4485 at least 2 working days prior to the meeting so that appropriate arrangements can be made.



4400 State Highway 121
Suite 800
Lewisville, TX 75056
972. 436. 9712

CLD26002

June 23, 2026

Luke Olson
City of Lake Dallas
212 Main Street
Lake Dallas, Texas 75065

**RE: Carlisle Road Reconstruction
Lake Dallas, Texas
CLD26002**

Luke,

I appreciate the City's continued coordination on the Carlisle Drive Reconstruction project and the opportunity to support Lake Dallas during the construction phase.

Following our recent discussions and ongoing coordination efforts, we understand that certain project elements, specifically DART coordination, easement preparation, and construction administration support, require early focus to maintain overall project schedule and readiness.

To facilitate this effort, the City is authorizing McAdams to proceed with a limited allocation of \$50,000 toward select tasks included in the attached proposal dated June 15, 2026, for the Carlisle Road Reconstruction project (CLD26002).

This authorization is intended to cover work associated with the following tasks:

D13.10 – DART Review, Coordination, and Approval Package
F2.60 – Easement by Separate Instrument
H5.10 – Contract Administration (limited initial efforts)

Work performed under this authorization will focus on addressing outstanding DART review comments, preparing required easement documentation, and initiating contract administration activities necessary to advance the project toward bidding and construction.

This \$50,000 authorization represents a partial release of the total proposed fee and will be applied toward the above tasks on a time allocated basis until the authorized amount is reached or additional direction is provided by the City. All remaining services included in the proposal will not proceed without further written authorization.

Please let me know if you would like this authorization to be incorporated into a formal amendment or if additional documentation is needed on the City's side.

We appreciate the City’s partnership and look forward to continuing to move the Carlisle Drive project forward.

Sincerely,
McAdams



Justin Lansdowne, PE | Senior Project Manager
jlansdowne@mcadamsco.com | 940. 390. 0355

JL/bc

Authorization

By signing below, the City of Lake Dallas hereby authorizes McAdams to proceed with the services described herein, limited to a total not-to-exceed amount of **\$50,000** as outlined above.

City of Lake Dallas

By: _____

Name: Luke Olson

Title: _____

Date: _____



4400 State Highway 121
Suite 800
Lewisville, TX 75056
972. 436. 9712

CLD26002

June 23, 2026

Luke Olson
City of Lake Dallas
212 Main Street
Lake Dallas, Texas 75065

**RE: Carlisle Road Reconstruction
Lake Dallas, Texas
CLD26002**

Dear Mr. Olson,

We are pleased to offer this proposal for construction period services for the proposed Carlisle Drive Road Reconstruction, a public infrastructure project in Lake Dallas, Texas.

Project Understanding

Proposed Project

The City of Lake Dallas (“City or Client”) proposes to reconstruct a portion of Carlisle Drive, a public roadway within the City limits, to improve pavement condition, drainage performance, utility coordination, and overall roadway functionality. The project generally consists of the reconstruction of approximately 2,300 linear feet of Carlisle Drive, including associated civil infrastructure improvements within the existing public right-of-way.

The proposed improvements include the removal of existing roadway pavement, subgrade preparation, and construction of new pavement sections in accordance with the approved construction documents. Drainage improvements include the replacement or adjustment of existing stormwater infrastructure, installation of new storm drain components as required, and restoration of surface grading to support proper drainage and long-term roadway performance. The project also includes necessary adjustments to existing water and wastewater appurtenances to match proposed finished grades, with inspection of those utilities provided separately by LCMUA.

Construction activities are anticipated to occur entirely within the Carlisle Drive corridor and are intended to enhance public safety, improve ride quality, address drainage deficiencies, and reduce ongoing maintenance demands for the City. Improvements will be coordinated to minimize disruption to adjacent properties while maintaining access and continuity of local traffic to the extent practicable.

Although previously prepared construction documents reference additional roadway segments, the construction contract associated with this project is anticipated to be limited to Carlisle Drive improvements only. No construction activities are anticipated outside the defined Carlisle Drive project limits.

McAdams will support the City of Lake Dallas during the construction phase by providing construction-period services focused on civil project management, construction administration assistance, coordination, and technical support

consistent with the City Engineer role. These services are intended to assist the City in managing construction activities, facilitating timely issue resolution, maintaining compliance with City standards, and supporting successful project delivery through final acceptance.

Assumptions

This proposal is based on the following assumptions:

- | The approved engineering construction documents and all required permit approvals for bidding and construction have been prepared and obtained prior to construction and will be issued to the Contractor by the City of Lake Dallas. Client recognizes that Firm is providing the services described herein in connection with a Project for which Half Associates is the design engineer of record. As Firm did not provide the sealed for-construction drawings, and as a material inducement to Firm's willingness to perform the construction-phase services proposed herein, Client waives and releases any claim against Firm arising out of or relating to any error, omission, defect, or other issue with the for-construction drawings prepared by Half Associates. The foregoing release does not apply to any design prepared and sealed entirely by Firm.
- | Half Associates will not be providing construction period services for this project. McAdams will serve as the City of Lake Dallas's civil engineering representative during the construction phase as outlined in this proposal.
- | LCMUA will provide full inspection services for water and wastewater infrastructure components of the project. McAdams' construction-period services exclude direct inspection of water and wastewater facilities.
- | McAdams will oversee the project on behalf of the City of Lake Dallas to support construction administration, coordination, and project management.
- | Lake Dallas will retain final decision-making authority for all project matters, including RFIs, field decisions, selected materials and products, concrete mix designs, pay applications, change orders, and final acceptance.
- | McAdams will act as the City of Lake Dallas's City Engineer for construction-period services only, from issuance of the Notice to Proceed through final acceptance by the City.
- | This proposal assumes construction activities are limited to Carlisle Drive improvements only. Although previously prepared construction documents may reference Point Vista Road, Point Vista Road is not anticipated to be included in the construction contract or constructed as part of this project.
- | The Contractor will be responsible for construction means and methods, site safety, sequencing, quality control, and compliance with applicable codes, regulations, and contract requirements.
- | This proposal assumes no material changes to the construction limits, overall scope of work, or project sequencing following bid. Significant changes may require a revision to the scope, schedule, and/or fees.
- | The construction schedule will be established by the Contractor and accepted by the City. McAdams' services assume a construction duration of nine (9) months, consistent with typical roadway reconstruction projects of similar scope.
- | McAdams' construction-period services are based on reasonable access to the project site, timely responses from the Contractor and City, and the availability of required information to support decision-making.
- | Services do not include preparation of new engineering design, major redesign of approved construction documents, or preparation of revised construction plans. Any such services will be considered Additional Services and performed only upon written authorization by the City.
- | Services do not include soil investigations, geotechnical engineering services, materials testing, laboratory testing, compaction testing, or special inspections. Construction Materials Testing are being performed by another firm, CMJ Engineering, Inc., under separate contract with the City of Lake Dallas.
- | This proposal assumes that the City of Lake Dallas will provide McAdams, at no additional cost and in a timely manner, all available project information necessary to support construction-period services, including but not limited to: survey CAD files; design CAD files (base files and plan sheets); survey control files; Subsurface Utility

Engineering (SUE) information; applicable DART/DCTA permit applications; executed and draft easement documents; and easement and right-of-way research documentation.

- | Any services not specifically described in the Scope of Services—including extended construction durations, extraordinary meeting frequency, dispute resolution, or litigation support—will be provided as Additional Services upon written request and authorization by the City.
- | The City will provide direction that all work within the DART right-of-way will be completed under a separate design package, and the Carlisle Drive bid documents will include a note reflecting such.
- | The DART approval package will be prepared as a supplemental document and will rely on the original construction plans prepared by others, which will remain the basis of design outside of DART right-of-way limits.
- | McAdams will rely on information provided by DART/DCTA, the City, and others for as-built drainage systems, culvert data, and watershed delineations, and assumes such information is reasonably accurate and sufficient for analysis.
- | Available off-site drainage information, including watershed boundaries and contributing flows to the DART corridor, will be provided by DART/DCTA or obtained from publicly available or previously prepared documents.
- | The extent of required hydraulic analysis and plan development will be limited to addressing comments within or directly impacting the DART right-of-way.
- | It is assumed that only targeted revisions to storm drainage systems will be required; however, if analysis indicates system-wide deficiencies (e.g., upstream HGL impacts), additional services may be necessary.
- | Coordination with adjacent developments (e.g., west of DART ROW) will be limited to available information and will not include full design review of those developments.

Proposed Services + Fees

We propose the following services (Alphanumeric task numbers are for internal coding purposes):

Surveying Services

G7.10 CONSTRUCTION STAKING:

FEE:	\$55,000
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Provide Construction Staking for Project as directed by Client or Client’s Representative. TASK includes one-time staking for each of the following:

Site Staking:

- | Verification of Site Control and Benchmarks
- | Set additional site control as needed
- | Stake Erosion Control
- | Stake Demolition Limits
- | Stake Rought Grading
- | Stake Final Paving
- | Stake Drive Approaches
- | Stake Storm Sewer and structures
- | Stake Sanitary Sewer

This TASK does *not* include staking franchise utilities, and if requested, will be billed at McAdams standard hourly rates as additional services. Any additional construction staking, and/or restaking, as requested by the client and/or clients representative, will also be billed at McAdams standard hourly rates as additional services.

F2.60 EASEMENT BY SEPARATE INSTRUMENT:

FEE: \$15,000 – 5 Pedestrian Access Easements

Prepare Easements by Separate Instrument for Project, including metes and bounds description and related exhibits suitable for filing in Denton County. This TASK does NOT include obtaining required signatures for filing. Task does not include survey staking of easement.

Design and Permitting Services

D13.10 DART REVIEW, COORDINATION, AND APPROVAL PACKAGE:

FEE: \$25,000

McAdams will prepare a separate civil engineering package for review and approval by Dallas Area Rapid Transit (DART) and Denton County Transportation Authority (DCTA) addressing outstanding review comments associated with the Carlisle Drive reconstruction project.

This package is intended to supplement the existing construction documents and address work and permitting requirements associated with improvements impacting or adjacent to the DART right-of-way.

Services under this task may include, but are not limited to, the following:

- | Review DART/DCTA comment matrix and identify all outstanding and unresolved comments requiring response, including drainage, hydraulic, and right-of-way coordination items.
- | Coordinate with DART/DCTA representatives to confirm remaining requirements, expectations for submittals, and approval process.
- | Prepare a standalone DART package consisting of civil engineering exhibits, calculations, and supporting documentation necessary to obtain DART approval.
- | Develop updated drainage area maps and watershed analysis for areas contributing flow to the DART right-of-way, incorporating available as-built data and off-site drainage information.
- | Perform hydrologic and hydraulic analysis of storm systems discharging to the DART right-of-way to address review comments related to:
 - Runoff coefficients
 - Flow rates and distribution
 - Hydraulic grade line (HGL) evaluation
 - Tailwater conditions
- | Prepare storm drain plan and profile updates as needed within or near the DART right-of-way to address hydraulic concerns and comment resolution.
- | Evaluate existing and proposed culvert conditions under Carlisle Drive and adjacent to the DART corridor using available as-built information and supplemental data provided by DART/DCTA.

- | Coordinate with DART/DCTA regarding traffic control considerations and construction sequencing impacts associated with work near the rail crossing.
- | Coordinate with adjacent development efforts (including the 104 Carlisle development west of the DART right-of-way) to the extent information is available and necessary to complete drainage analysis.
- | Prepare written responses to outstanding DART/DCTA comments and compile a formal submittal package for review.
- | Participate in coordination meetings with DART/DCTA and provide revisions as required to obtain approval.

This task assumes the DART package will be developed as a supplemental and separate submittal to the original construction documents and will not replace the original plan set prepared by others.

Construction Period Services

H5.10 CONTRACT ADMINISTRATION (CA):

FEE: \$100,000

Provide full Contract Administration and Construction Management services on behalf of the City for the duration of the project, beginning with the public bidding phase and continuing through final completion. This task is based on the understanding that the construction phase is scheduled for nine (9) months from the Notice to Proceed to Substantial Completion, then thirty (30) - calendar days after Substantial Completion to Final Acceptance of the project. All services will be performed in accordance with the approved plans, specifications, contract documents, and applicable municipal and state procurement requirements. Field observation and inspection services are excluded from this task and are provided separately. Services under this task include the following:

- | Prepare the complete Project Manual, assemble all contract documents, and facilitate the public bidding process, including advertisement coordination, responding to bidder inquiries, and issuing addenda as required. With respect to the Project Manual, Client acknowledges that Firm is preparing the Project Manual to accompany for-construction drawings that were prepared by a different engineering firm (Half Associates). In preparing the Project Manual, Firm will perform its work in accordance with the applicable professional standard of care. Client acknowledges that there may be discrepancies between the Project Manual and the for-construction drawings despite Firm’s exercise of the appropriate standard of care. Except if caused by the gross negligence or intentional misconduct of Firm, and as a material inducement for Firm to provide such service, Client waives and releases any claim against Firm arising out of or relating to discrepancies between the Project Manual and the for-construction drawings.
- | Coordinate, attend, and facilitate the Pre-Construction Conference with the City, Contractor, and project stakeholders, including the preparation of agendas, sign-in sheets, and meeting minutes.
- | Review and process Contractor submittals, shop drawings, product data, schedules, and Requests for Information (RFIs) for consistency with the Contract Documents and provide written responses and recommendations to the City.
- | Evaluate Contractor pay applications by reviewing quantities, verifying percent completion, and assessing stored materials. Provide written recommendations for payment to the City.
- | Review, analyze, and negotiate Change Orders, field directives, time extension requests, and contract modifications, and provide formal recommendations to the City.

- | Coordinate, attend, and facilitate periodic progress meetings with the City and Contractor; prepare agendas and minutes; and provide ongoing evaluation regarding schedule, sequencing, utilities, stakeholder communication, and overall project delivery.
- | Assist the City with construction-related documentation, record keeping, communication tracking, and contractual correspondence to facilitate adherence to the project requirements.

H5.20 CONSTRUCTION OBSERVATION (CO):

FEE: \$200,000

Provide Construction Observation services on behalf of the City during the construction phase of the Project. This task is based on the understanding that the construction phase is scheduled for nine (9) months from the Notice to Proceed to Substantial Completion, then thirty (30) - calendar days after Substantial Completion to Final Acceptance of the project. The Construction observer will perform routine onsite observation of construction activities to document progress and assess general conformance with the approved plans, specifications, and contract documents. The level of onsite presence will be adjusted as appropriate based on the Contractor’s schedule, work activities, and critical construction operations. Services under this task include, but are not limited to, the following:

- | Attend the Pre-Construction Meeting and other construction meetings, as necessary, to remain informed of project sequencing, schedule, and coordination requirements.
- | Perform routine onsite visits to observe the Contractor’s work, verify progress, identify deviations from the Contract Documents, and document field conditions through written reports, photographs, and daily observation logs. Task assumes 30hrs a week of site observation.
- | Notify the City and Contractor in writing of any observed deviations, deficiencies, or conflicts with the approved plans and specifications within 24 hours of discovery. The Consultant will provide recommended corrective action or request clarification within a reasonable time period based on the nature of the issue.
- | Maintain communication with the City and Contractor regarding construction progress, potential impacts to schedule, and coordination of work with utilities or third parties.
- | Document all significant field activities, issues, and correspondence in a manner suitable for inclusion in the project record. Scheduling of significant field activities is dependent on contractor’s notification of project schedule and sequencing.

This task does not include supervision, control, or evaluation of the Contractor’s means, methods, techniques, sequences, or procedures of construction. The Contractor remains solely responsible for safety, worksite operations, and compliance with OSHA and applicable regulations.

In the event that the effort required to perform this task exceeds the proposed lump-sum amount due to Contractor schedule changes, additional work shifts, or extended durations, McAdams will notify the City. At the City’s direction, services may continue on a time-and-materials basis at the standard billing rates, or a change order may be executed to authorize additional compensation.

H5.30 FRANCHISE UTILITY AND DART COORDINATION:

FEE: \$10,000

Assist City in Coordination with Franchise Utilities and DART for the adjustment and relocation of existing utilities (e.g., water, sanitary sewer, gas, electric, and communications). Task includes attending meetings, coordination meetings, providing insight to proposed plans, and coordinating easement requests. This task does not include easement preparation for filing or Sleeving Plan as this will be quoted as a separate task, if needed.

H13.90 CIVIL PROJECT MANAGEMENT:

FEE: \$25,000

Provide civil project management services on behalf of the City of Lake Dallas throughout the nine (9) month construction phase of the Project. McAdams will manage and coordinate civil engineering–related activities to support efficient project delivery, maintain awareness of schedule and budget, and represent the City’s interests during construction.

Services under this task may include the following:

- | Serve as the City’s primary project management and coordination lead for civil and site improvements during construction.
- | Establish and maintain lines of communication between the City, Contractor, inspection staff, utility providers, and other stakeholders involved in the Project.
- | Manage civil-related construction activities to support adherence to the approved construction schedule, identifying potential delays or conflicts and advising the City on corrective actions.
- | Track and monitor civil construction progress relative to schedule milestones and provide status updates to the City as requested.
- | Review and coordinate civil-related RFIs, submittals, and field issues to facilitate timely resolution.
- | Support the City with management of construction documentation, including meeting agendas, meeting summaries, correspondence, and decision records.
- | Assist the City with cost control related to civil improvements, including review of change requests, evaluation of scope impacts, and coordination of recommended actions.
- | Participate in pre-construction conferences, progress meetings, coordination meetings, and other project meetings as requested by the City.
- | Coordinate civil-related activities with water, wastewater, stormwater, and roadway improvements to minimize conflicts and support orderly construction sequencing.
- | Assist the City with project closeout coordination related to civil improvements, including punch list tracking, final acceptance support, and closeout documentation.

Civil Project Management services focus on planning, coordination, communication, and administrative oversight and do not include preparation of new engineering design redesign of approved construction documents. Any such services, if required, will be considered Additional Services and performed only upon written authorization by the City.

H13.91 CIVIL CONTRACT ADMINISTRATION ASSISTANCE:

FEE: \$50,000

Provide civil contract administration assistance on behalf of the City of Lake Dallas during the nine (9) month construction phase of the Project. McAdams will serve as the City’s primary civil engineering representative during construction, supporting the City’s interests through coordination, technical review, documentation, and administrative assistance related to civil improvements.

Services under this task may include the following:

- | Act as the City’s civil engineering point of contact during construction for all civil related matters.
- | Provide engineering judgment and technical assistance related to interpretation of the approved construction documents as required to support construction progress.
- | Assist the City in responding to contractor questions, civil-related RFIs, and field issues encountered during construction.
- | Review and provide recommendations to the City regarding civil-related submittals, shop drawings, and material substitutions for consistency with the approved construction documents.
- | Assist with review and verification of civil and site quantities included in contractor pay applications.
- | Support the City with evaluation and documentation of field changes, constructability issues, and unforeseen site conditions impacting civil improvements.
- | Assist with preparation, review, and documentation of change orders and field changes related to civil and site work.
- | Participate in progress meetings, coordination meetings, and site meetings as requested by the City.
- | Coordinate with inspection staff, utility providers, and other project stakeholders as necessary to facilitate construction progress.
- | Assist the City with civil-related punch list development, final inspections, and project closeout documentation.

These services are intended to support construction administration and do not include preparation of new engineering design, redesign of improvements, or preparation of revised construction plans. Any design modifications beyond clarification or minor adjustments will be addressed as Additional Services only upon written authorization from the City. Services under this task will be provided on an as-needed basis during construction.

L5.80 TDLR REGISTRATION AND INSPECTION

FEE: \$3,500

Prepare ADA/TDLR review and filing of project based upon construction documents and site footprint from owner. Said ADA/TDLR review and filing contains TDLR project registration, proof of submission filing, and coordination with Registered Accessibility Specialist (RAS) for all initial and final reviews along with initial and final inspections. This task also includes all required copies for registration required by TDLR and RAS for review and inspection purposes. This does not include any subconsultant fees required by a Registered Accessibility Specialist (RAS).

**If City does not accept agreement to use Firm for ADA/TDLR review and filing, the City shall provide Firm with Project TDLR registration number. The TDLR registration number shall be provided within 20 days of date issued for regulatory review. If the City fails to provide Firm with TDLR registration number, the City shall be responsible for late registration fees, which are set by TDLR.

113.10 AS-BUILT RECORD DRAWINGS:

FEE: \$25,000

Prepare “As-Built Record Drawings” of public improvements as required by Municipality, reflecting those relevant changes brought to Firm’s attention after construction of public improvements has been completed. Task does not include as-built surveying services nor as-built verifications. Client or Client’s representative will provide Firm with contractor’s redlines for the preparation of as-built plans. Task assumes that the Client will provide the Civil Construction Document CAD files, including all base files and sheet files.

Extra Services

J. ADDITIONAL SERVICES:

When requested by the Client, and confirmed by the Client and Firm in writing, the Firm shall perform services in addition to those described above in this Agreement and the Client shall compensate the Firm by hourly charges in accordance with the attached Rate Schedule.

Project Schedule

The Firm’s services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The following is the expected schedule for completion of work on this project:

Schedule to be mutually agreed upon between Client and Firm.

The time limits and schedule set forth above have been agreed to by the Client and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm’s work on the project that are not the sole responsibility of the Firm.

Client Responsibilities

Client shall be responsible for the following:

- | Notification to proceed;
- | Timely approval of sketches presented for Client approval;
- | Timely providing of information from other professional services (architect, geotechnical engineer, etc.), as described hereinabove;
- | Payment of all applications, permit and filing fees, as well as any other required fees incurred;
- | Compliance with the Terms and Conditions, including payment of invoices and notification to Firm of any issues; and

Coordination with any subconsultants related to this Agreement will be provided by Firm as additional services based on subconsultant fee(s) plus 12.5%.

If construction of the Project does not commence within six (6) months from the date of this Proposal, Firm reserves the right to revise fees and schedule.

Exclusions

The following services are not included in this Agreement:

- | Preparation of original engineering design, redesign, or major revisions to the approved construction documents.
- | Preparation of revised construction plans, specifications, profiles, or calculations beyond minor clarifications or field-level adjustments. Any such services will be considered Additional Services.
- | Off-site utility extensions or off-site roadway improvements not explicitly included in the Carlisle Drive construction limits, unless separately authorized.
- | Construction or inspection services associated with Point Vista Road, which is not anticipated to be included in the construction contract for this project.
- | Full-time or continuous on-site inspection services, except as specifically described under Construction Observation. Water and wastewater inspection services are the responsibility of LCMUA.
- | Contractor means and methods, construction safety, jobsite security, sequencing, or quality control, which remain the sole responsibility of the Contractor.
- | Subsurface Utility Engineering (SUE), utility locating, potholing, or verification of existing utility locations.
- | Wetlands delineation, environmental assessments, environmental permitting, or regulatory compliance beyond coordination related to construction administration.
- | Floodplain studies, hydrologic and hydraulic modeling, or downstream stormwater analysis.
- | Traffic Impact Analysis, traffic signal design, or development of temporary traffic control plans beyond monitoring conformance with approved plans.
- | Detailed landscape, irrigation, lighting, hardscape, or streetscape design services.
- | Soil investigations, geotechnical engineering services, materials testing, laboratory testing, compaction testing, or special inspections.
- | Full redesign of the Carlisle Drive drainage system beyond localized improvements required to address DART comments.
- | Comprehensive upstream or downstream watershed redesign, including re-routing of off-site flows not directly tied to DART review comments.
- | Preparation of a complete replacement plan set for the Carlisle Drive project; the DART package will be supplemental only.
- | Verification, field investigation, or survey of existing off-site drainage infrastructure, culverts, or channels not already documented.

- | Guarantee of hydraulic performance or capacity of the existing DART drainage system or adjacent off-site systems.
- | Design or analysis associated with private development projects (including 104 Carlisle or other adjacent developments), beyond limited coordination.
- | Railroad design, trackwork, crossing panel design, or DART-specific rail infrastructure design, which will be performed by others.
- | Contractor sequencing, staging, or traffic control design within the DART right-of-way beyond general coordination support.
- | Permitting or approvals outside of DART/DCTA (e.g., USACE, FEMA, etc.) unless specifically authorized.
- | Any redesign required due to previously unknown conditions, incomplete information, or inaccuracies in existing data, which will be addressed as Additional Services.
- | Survey services not specifically identified in the Scope of Services, including additional construction staking or restaking beyond the defined construction staking task.
- | Acquisition of right-of-way or easements, preparation of legal descriptions, plats, or easement documents.
- | Permit application fees, review fees, additional re-review fees, or any agency or utility fees required for construction.
- | Legal services, dispute resolution services, claims analysis, expert testimony, court appearances, or preparation for litigation.
- | Value engineering studies, constructability reviews performed prior to bid, or independent cost estimating beyond construction-period support described herein.
- | Services required as a result of significant scope changes, extended construction durations, excessive meeting frequency, project suspension, or delays not caused by McAdams.
- | Any costs incurred by the City or Contractor due to changes required by approving authorities, utilities, or inspectors after construction documents have been provided.
- | Any services not expressly described in the Scope of Services section of this proposal.

General Conditions

- | The attached “Terms and Conditions” shall apply to this Agreement.
- | This proposal is valid for 30 days from the above date.
- | Reimbursable expenses will be billed in accordance with the attached Rate Schedule.
- | Client is responsible for all application and permit fees.

Conclusion

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,
McAdams



Justin Lansdowne, PE | Senior Project Manager
jlansdowne@mcadamsco.com | 940. 390. 0355

JL/bc

Acceptance

By: _____

Date: _____

Name: _____

Title: _____

Accounting Information

Billing Contact: _____

Billing Contact Email Address: _____

Billing Contact Phone Number: _____

Billing Address: _____

Date 23-Jun-26

Project #	CLD26002	Number of Lots		
Phases		Acres		

Task ID	Description	Fee	Fee Basis	Notes
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SURVEYING SERVICES				
G7.10	Construction Staking	\$55,000	Fixed Fee	
F2.60	Easement by Separate Instrument	\$15,000	Fixed Fee	5 - Pedestrian Access Easements
DESIGN AND PERMITTING SERVICES				
D13.10	DART Review, Coordination, and Approval Package	\$25,000	Fixed Fee	
CONSTRUCTION PERIOD SERVICES				
H5.10	Contract Administration	\$100,000	Fixed Fee	
H5.20	Construction Observation	\$200,000	Fixed Fee	30 hrs per week for 9 months
H5.30	Franchise Utility and DART Coordination	\$10,000	Fixed Fee	
H13.90	Civil Project Management	\$25,000	Fixed Fee	
H13.91	Civil Contract Administration Assistance	\$50,000	Fixed Fee	
L5.80	TDLR Registration and Inspection	\$3,500	Fixed Fee	
I13.10	As-Builts	\$25,000	Fixed Fee	
Site Construction Phase TOTAL		\$508,500		

Assumptions	
Five (5) Easements by Separate Instrument Needed	
2	
3	
4	
5	
6	
7	
8	
9	
10	



MCADAMS

Hourly Rate Schedule / 2026

1. SPECIFICATIONS FOR CONTRACT BY HOURLY CHARGE, THE FOLLOWING RATES APPLY

Role	Rate
General Counsel	\$450 /hour
Chairman / President / Vice President	\$300 - 450 /hour
Advisor	\$260 - 325 /hour
Director / Group Manager / Practice Lead	\$145 - 300 /hour
Technical Manager	\$135 - 255 /hour
Project Manager	\$130 - 275 /hour
Assistant Project Manager	\$110 - 180 /hour
Landscape Architect	\$155 - 215 /hour
Planner	\$105 - 200 /hour
Project Engineer	\$145 - 185 /hour
GIS Staff	\$140 - 175 /hour
CAD Tech	\$100 - 145 /hour
Graphics + Visualization	\$140 - 150 /hour
Designer / Analyst / Design Tech	\$105 - 180 /hour
Intern	\$60 - 115 /hour
Administrative Services	\$85 - 145 /hour
Construction Administrator / Observer	\$120 - 230 /hour
Survey Technician	\$105 - 125 /hour
2 Man Survey Crew	\$165 - 185 /hour
3 Man Survey Crew	\$185 - 210 /hour
UAS LiDAR Crew	\$305 /hour
SUE Crew Member	\$90 - 130 /hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. THE FOLLOWING CHARGES APPLY ON ALL CONTRACTS, FOR COPIES OF PLANS AND SPECIFICATIONS SENT OUT OF THE ENGINEER'S OFFICE (TO CLIENT, CITY REGULATORY AGENCIES, BIDDERS, CONTRACTOR, OTHER CONSULTANTS, ETC.)

Item	Fee	Item	Fee	Item	Fee
Oversize + Color Rep.	\$3.60 /each	Specifications	\$0.12 /each	Mylar Sepia	\$18.00 /each
Paper Reproductions	\$2.40 /each	Oversize Mylar Sepia	\$24.00 /each	Paper Sepia	\$6.00 /each

3. THE FOLLOWING RATES ARE CHARGED IN ADDITION TO THE ABOVE FEES

Item	Fee
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 10%
Subcontractor Invoices	Cost Plus 12.5%

4. FEES ARE SUBJECT TO ADJUSTMENT AT THE BEGINNING OF EACH CALENDAR YEAR.

5. PROJECTS ARE BILLED ON A MONTHLY BASIS AND INVOICES ARE DUE UPON RECEIPT. INVOICES WHICH HAVE BEEN NOT BEEN PAID WITHIN 30 DAYS ARE PAST DUE AND SUBJECT TO FINANCE CHARGES OF 1.5% PER MONTH.

Client's Initials _____ Date _____



McADAMS

Collection Schedule

- | **Issuance** Client will be issued their invoice by McAdams within 30 days of the last day of the month in which the services were rendered.

- | **Net 30 Days** Invoices are due in full within 30 days after issuance. Exceptions to this policy must be discussed with and agreed upon by a McAdams representative **prior** to the due date of any issued invoice. Exceptions must be made in writing and acknowledged by both parties.

- | **Past 30 Days** Invoices that lapse 30 days without payment or notification are considered **past due**. McAdams will notify the client via email and confirm that invoices have been received, as well as advise that payment is due.

- | **Past 45 Days** Invoices that lapse 45 days without payment or notification are considered **overtly past due**. McAdams will notify the client via email and as well as make contact via phone.

- | **Past 60 Days** Invoices that lapse 60 days without payment or notification will have submittals for the project halted, and a formal letter issued to the client. This letter will:
 - Outline the services rendered and state the client's past due balance.
 - Notify a work hold for **all client projects** starting in 15-days (75 days from issuance).
 - State the procedures for payment to remove halts and ratify current account status.

- | **Past 75 Days** Invoices that lapse 75 days without payment or notification will result in the respective project AND all other projects placed on work hold on a case-by-case basis.

- | **Past 90 Days** Invoices that lapse 90 days from issuance without payment or notification will be pursued by McAdams on a case-by-case basis with the potential for a lien to be placed on the property.

Client

Initials:

Date:



McADAMS

Terms + Conditions - TX

The proposal submitted by THE JOHN R. McADAMS COMPANY (“CONSULTANT”) is subject to the following terms and conditions (collectively referred to as the “Agreement”) and, by accepting the proposal or any part thereof, CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due if not paid in full after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In an effort to ensure prompt resolution of questions and disputes regarding CONSULTANT’s services and invoices, CLIENT agrees to notify CONSULTANT, in writing / email, of any questions or concerns CLIENT may have regarding the cost, quality or appropriateness of services provided related to an invoice within fifteen (15) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT waives its right to dispute the accuracy and appropriateness of any portion of such invoice for which notice was not provided.

If CLIENT fails to make payment to CONSULTANT within 30 days after the invoice date, CONSULTANT may, after giving 7 days written notice to CLIENT, suspend services under this Agreement until all amounts due are paid in full. If an invoice remains unpaid after 60 days from invoice date, CONSULTANT may terminate the Agreement, file a lien as allowed by applicable law, and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney’s fees.

2. Notification of Breach or Default:

CLIENT shall provide prompt written / email documentation to CONSULTANT if CLIENT becomes aware of any breach of contract, defect, fault, error, omission or inconsistency arising out of or related to CONSULTANT’s services. The failure of CLIENT to provide such written notice within fifteen (15) days from the time CLIENT became aware of such breach of contract, defect, fault, error, omission or inconsistency, shall constitute a waiver by CLIENT of any claims against CONSULTANT arising out of such breach of contract, defect, fault, error, omission or inconsistency.

3. Ownership of Instruments of Service:

All reports, plans, specifications, instruments of service, field data, notes and other documents, including all documents on electronic media, prepared by CONSULTANT shall remain the property of CONSULTANT. CONSULTANT shall retain all common law, statutory and other rights, including intellectual property rights. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all completed plans, specifications, and electronic files.

4. Change Orders:

CONSULTANT will treat as a change order request any documented or oral order (including directions, instructions, interpretations or determinations) from CLIENT which requests additional services not included in the Agreement or alters CONSULTANT's scope of work. If CONSULTANT is willing to proceed with such change, CONSULTANT will give CLIENT written notice within fifteen (15) days of a change order request of any resulting increase in CONSULTANT's fees and/or time of performance (a "Change Order"). Unless CLIENT objects in writing within ten (10) days, the Change Order becomes a part of this Agreement.

5. Site Operations:

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report.

6. Project Site:

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the owner(s) of the possibility of alteration and damage to the site and to obtain written permission from the owner(s) for such alteration and damage. CLIENT FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD CONSULTANT HARMLESS FROM AND AGAINST ANY CLAIMS BY THE OWNER(S), OR PERSONS HAVING POSSESSION OF THE SITE THROUGH THE OWNER(S), WHICH ARE IN ANY WAY RELATED TO ANY ALTERATION OR DAMAGE FOR WHICH WRITTEN PERMISSION WAS NOT OBTAINED.

7. Hazardous Substance:

The CLIENT agrees to advise the CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into this Agreement or of providing Services hereunder, the CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of the CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of work under this Agreement and made or brought against CONSULTANT for any actual or

threatened environmental pollution or contamination except to the extent that CONSULTANT has negligently caused such pollution or contamination.

8. **Assignment and Third Parties:**

There are no Third-Party Beneficiaries of this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party. Neither CLIENT nor CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict CONSULTANT from employing independent subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

9. **Survival:**

All of CLIENT's payment obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, as well as the terms of Sections 6, 11, 12, and 14, shall survive completion of and the expiration or termination of this Agreement.

10. **Force Majeure:**

Should completion of any portion of the services or any obligation under the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance of the service or any deadline under the Agreement shall be extended for a period at least equal to the delay. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and severe weather conditions.

11. **Standard of Care:**

The services provided by CONSULTANT are purely professional services, the essence of which is the providing of advice, judgment, opinion, or similar professional skill. CONSULTANT shall perform its services under the Agreement in a professional manner, using the degree of care and skill ordinarily exercised by and consistent with the standards of similarly licensed professionals providing the same services in the same or a similar locality as the project under the same or similar circumstances. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED BY CONSULTANT UNDER THIS AGREEMENT, AND CLIENT WAIVES ANY RIGHT TO ASSERT SUCH CLAIMS AGAINST CONSULTANT.**

12. **Limitation of Liability:**

CLIENT AGREES THAT THE TOTAL COLLECTIVE AND AGGREGATE LIABILITY OF CONSULTANT AND ITS EMPLOYEES, OFFICERS, AND DIRECTORS FOR ANY AND ALL CLAIMS THAT MAY BE ASSERTED BY CLIENT ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEPT FOR CLAIMS FOR WILLFUL OR INTENTIONAL MISCONDUCT BY CONSULTANT, IS LIMITED TO \$50,000 OR TO THE FEE PAID TO CONSULTANT UNDER THIS AGREEMENT, WHICHEVER IS GREATER.

13. **Project Enhancement:**

If, due to an error or omission by CONSULTANT, any required item or component of the Project is omitted from the design of the Project, the cost of adding such item or component shall be the responsibility of the CLIENT to the extent that a) such item or component would have been otherwise necessary to the Project, b) the cost incurred to add such item or component does not exceed the cost that would have been incurred by the CLIENT if the item or component had not been omitted, or c) the item or component otherwise adds value or betterment to the Project.

14. **Waiver of Consequential Damages:**

BOTH CLIENT AND CONSULTANT HEREBY WAIVE ANY RIGHT TO PURSUE CLAIMS FOR CONSEQUENTIAL DAMAGES AGAINST ONE ANOTHER, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOST PROFITS, LOST REVENUE, LOSS OF USE, LOSS OF FINANCING, INCREASES COSTS OF FINANCING, LOSS OF OR CHANGE IN PROPERTY VALUE, AND CARRYING COSTS.

15. **Safety:**

Except with respect to CONSULTANT's own employees, CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

16. **Arbitration:**

Any claim or other dispute arising out of or related to this Agreement shall initially be subject to non-binding mediation, with an agreed upon mediator. If a mediator cannot be agreed upon, then mediation shall be conducted through the American Arbitration Association. If mediation is unsuccessful, any claim or dispute shall be subject to binding Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then-in effect. Any demand for Arbitration shall be filed in writing with the American Arbitration Association and concurrently provided to the other party. The Arbitration hearing shall be held in Denton County, Texas, unless the parties agree on another location. Nothing in this provision shall prevent CONSULTANT from acting to secure any lien rights it may have under applicable law.

17. **Independent Contractor:**

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not as an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work. CONSULTANT will be responsible only for its own work, and not for defects in the work designed or constructed by others, including, but not limited to, any contractors or other consultants retained by CLIENT.

18. **Termination:**

Either party may terminate the Agreement with cause after providing written notice which provides the cause or cause(s) for seeking such relief. The other party shall have ten (10) days to cure or taken reasonable steps to cure the breach giving rise to termination. The party seeking to terminate the Agreement may do so after the expiration of ten (10) days following the written notice if the breach is not cured or if reasonable steps to cure have not been

implemented by the other party. Either party may terminate the Agreement without cause upon thirty (30) days advance written notice to the other party. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all services performed, costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as reasonable demobilization costs.

19. Severability:

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

20. No Waiver:

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

21. Sole Recourse:

The parties intend that consultant's services shall not subject consultant's individual employees, officers or directors to any personal legal exposure. Therefore, client agrees that as its sole and exclusive remedy for any claim, demand, or arbitration arising out of this Agreement or the services provided by consultant shall be directed and/or asserted only against consultant, a North Carolina corporation, and not against any of its employees, officers or directors.

22. Merger, Amendment:

This Agreement constitutes the entire Agreement between CONSULTANT and CLIENT, and all negotiations, written and oral understandings between the parties are merged herein. In entering into this Agreement, neither party to this Agreement is relying upon a statement or representation made by the other that is not incorporated into this Agreement. This Agreement can be supplemented and/or amended only through the procedures set forth in Paragraph 4, above, or by a written document executed by both CONSULTANT and CLIENT.

23. Choice of Law:

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

24. Indemnity:

TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS CONSULTANT FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE (OTHER THAN TO THE PROJECT ITSELF AND OTHER PROPERTY INSURED BY CLIENT OR CONSULTANT), INCLUDING REASONABLE ATTORNEYS' FEES, COSTS, AND EXPENSES, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS OF CLIENT OR ANYONE EMPLOYED DIRECTLY OR INDIRECTLY BY CLIENT. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS CLIENT FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE (OTHER THAN TO THE PROJECT ITSELF AND OTHER PROPERTY INSURED BY CLIENT OR CONSULTANT), INCLUDING

REASONABLE ATTORNEYS' FEES, COSTS, AND EXPENSES, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS OF CONSULTANT OR ANYONE EMPLOYED DIRECTLY OR INDIRECTLY BY CONSULTANT.

25. **Insurance:**

Professional Liability Insurance with limits of no less than One Million Dollars (\$1,000,000), issued by an insurance carrier licensed to provide such coverage in the state where the Project is located for all negligent acts, errors, and omissions by CONSULTANT and its employees, that arise out of this Agreement.

Commercial General Liability Insurance covering bodily injury and property damage (including the property of the CLIENT and Indemnitees) with minimum limits of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate. This policy shall be primary to any policy or policies carried by or available to the CLIENT and/or any Indemnitee(s).

Workers' Compensation/Employer's Liability Insurance in full accordance with the statutory requirements of the state or states where the services are to be performed and shall include bodily injury, occupational illness or disease coverage.

Automobile Liability Insurance covering all operations of CONSULTANT pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

Excess Liability Insurance. CONSULTANT shall maintain excess liability insurance with a limit of not less than Two Million Dollars (\$2,000,000). Such insurance shall be excess of the Commercial General Liability insurance, Business Auto Liability insurance and Employers Liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by CLIENT and shall be provided on a "following form basis". Continuing commercial excess coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01. Upon execution of this Agreement and at every date of renewal of that policy, CONSULTANT shall cause a Certificate of Insurance to be issued. Provision of a valid Certificate of Insurance that meets the requirements of this Agreement is a condition precedent to the payment of any amounts due to CONSULTANT by the CLIENT.

Waiver of Subrogation:

TO THE EXTENT DAMAGES ARE COVERED BY PROPERTY INSURANCE, CONSULTANT AND CLIENT AGREE TO WAIVE ALL RIGHTS AGAINST EACH OTHER FOR SUCH DAMAGES, EXCEPT THE RIGHTS AS THEY MAY HAVE TO THE PROCEEDS OF SUCH INSURANCE. CONSULTANT AND CLIENT, RESPECTIVELY, SHALL REQUIRE THEIR CONTRACTORS, CONSULTANTS, AND AGENTS TO EXECUTE A SIMILAR WAIVER IN FAVOR OF THE OTHER.