

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made effective as of this 1st day of January, 2005 ("Effective Date") by and between the Town of Addison, Texas and the City of Farmers Branch, Texas.

Recitals:

1. The Town of Addison, Texas ("Addison") and the City of Farmers Branch, Texas ("Farmers Branch") are home rule municipalities pursuant to Article 11, Section 5 of the Texas Constitution and their respective Home Rule Charters (Addison and Farmers Branch are hereinafter sometimes referred to together as the "Cities" and individually as a "City").

2. Addison and Farmers share a common boundary, and each receives its supply of potable water from the City of Dallas, Texas ("Dallas") pursuant to their respective agreements with Dallas (each such agreement being a "Dallas Water Agreement"). The supply of Water from Dallas to the Cities is provided in part by and through a sixty inch water main ("Dallas Water Main") owned by Dallas and running through Addison and Farmers Branch.

3. Addison is in the process of constructing an extension of and improvements to Arapaho Road within Addison, which construction will require the temporary shutdown of the Dallas Water Main and could result, although it is not expected, in the reduction of water pressure and water supply to a portion of Farmers Branch.

4. In order to help prevent such water pressure or water supply reduction during the shutdown of the Dallas Water Main and for the further purpose of having a future means by which both Addison and Farmers Branch could have an alternate point of water delivery in the event water service is temporarily discontinued or seriously impaired, Addison and Farmers Branch desire to construct and install a water line connecting an Addison water main (the "Addison Main") and a Farmers Branch water main ("Farmers Branch Main"). The Cities agree that the supply of water from one to the other in such an event is not and shall not be construed to be a sale of water from one City to the other, but rather is solely for the purpose of providing a point of water delivery in the event of an emergency.

5. Chapter 791, Tex. Gov. Code, the same being the Interlocal Cooperation Act, authorizes the Cities to contract with one another in connection with the performance of governmental functions and services, and the Cities acknowledge and agree that the water line interconnection described herein is such a governmental function and/or service, is for the protection of the public health, safety and welfare, and is a benefit to the citizens of the Cities.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein, the benefits flowing to each of the Cities, and other good and valuable

consideration, the Town of Addison, Texas and the City of Farmers Branch, Texas do hereby contract and agree as follows:

Section 1. Incorporation of Recitals. The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Water Line Interconnection.

A. An eight (8) inch water line (including pipe, a valve or valves, a water meter or meters, and other appurtenances thereto) interconnecting the existing eight (8) inch Addison Main and the existing eight (8) inch Farmers Branch Main shall be constructed and installed at the southwest corner of 15001 Beltwood Parkway E. (the "Interconnection").

B. Upon the execution of this Agreement, Addison shall design the construction and installation of the Interconnection and submit the same to Farmers Branch for its review and approval. Upon receiving such approval, Addison shall construct (or cause to be constructed) the Interconnection at its cost. Addison and Farmers Branch shall have the right to inspect the Interconnection construction, and the completion of construction shall be subject to the Cities' mutual review and approval. Addison and Farmers Branch shall have the right to inspect the Interconnection construction, and the completion of construction shall be subject to the Cities' mutual review and approval.

C. Upon the completion of construction, Addison shall maintain the Interconnection, with the cost of any maintenance, repair or replacement ("Maintenance") of the Interconnection or any part thereof to be shared equally by the Cities. Except in an emergency, prior to performing any Maintenance, Addison shall notify Farmers Branch of the proposed Maintenance and the anticipated cost thereof and shall submit plans for such Maintenance to Farmers Branch for its review and approval. During any Maintenance, Addison and Farmers Branch shall have the right to inspect the Maintenance work, and the completion of Maintenance work shall be subject to the Cities' mutual review and approval.

D. The Interconnection, once installed, may be used solely to provide a temporary point of water delivery to Farmers Branch from Addison (through the Addison Main) or from Farmers Branch to Addison (through the Farmers Branch Main), as the case may be (the City from whom the water is delivered being the "Delivering City"), in the event water service to either of the Cities is temporarily discontinued or seriously impaired or such discontinuance or impairment is imminent ("Emergency"). If the Cities mutually agree (in their respective sole discretion) that an Emergency exists in either City (such City being the "Affected City"), the Cities will promptly cause the Interconnection to be opened and utilized for the benefit of the Affected City for such temporary period of time as may be agreed upon between the Cities, but in any event not longer than is reasonably necessary to return water service in the Affected City to a non-Emergency status.

E. During an Emergency, water flowing to the Affected City shall be metered. Upon the cessation of an Emergency and the discontinuance of the Interconnection, the Delivering City shall provide to the Affected City a written statement reflecting the amount of water delivered to

the Affected City (as established by the meter) and the amount the Delivering City owes or will owe to Dallas for such water pursuant to the Delivering City's Dallas Water Agreement. The Affected City shall, upon its receipt of the statement, promptly reimburse such amount to the Delivering City.

Section 3. Term and Termination.

A. Subject to the termination provisions of this Agreement, this term of this Agreement shall be for one year, beginning January 1, 2005 and ending December 31, 2005 (the "Original Term"). At the end of the Original Term and each Renewal Term (as hereinafter defined), unless this Agreement has been terminated and subject to the termination provisions hereof, this Agreement shall be automatically renewed for a one (1) year period, each such period beginning on the first day of January of each calendar year and ending on the last day of December of the same calendar year (each such additional one (1) year period being a "Renewal Term").

B. Either City may terminate this Agreement by giving notice of such termination to the other City at least thirty (30) days prior to such termination.

Section 4. Payment from Current Revenues. To the extent any payment is made by either of the Cities under this Agreement, such payment shall be made from current revenues available to the paying City.

Section 5. Responsibility; No Waiver. Each of the Cities shall be responsible for its own acts and omissions in connection with this Agreement. This Agreement and all of its terms and conditions are and constitute a governmental function of each of the Cities. Notwithstanding any other provision of this Agreement, this Agreement and all of its terms and conditions are expressly subject to the immunity of Addison and Farmers Branch, and shall not constitute nor be deemed to constitute a waiver of immunity of any kind whatsoever which is or may be available to either or both of the Cities, nor be deemed to be a waiver of any defense or any tort limitation whatsoever which is which is or may be available to either or both of the Cities.

Section 6. Miscellaneous.

A. Assignment. Neither Addison nor Farmers Branch may assign, sell, transfer, or otherwise convey (together, "Assign" or "Assignment"), or has the power to Assign, any or all of the rights, duties and obligations or interest in this Agreement, and any such Assignment is and shall be void.

B. Relationship. Addison and Farmers Branch agree and acknowledge that each is not an agent of the other and that each is responsible in accordance with the laws of the State of Texas for its own acts, forbearance, negligence and deeds, and for those of its officers, agents or employees in conjunction with the performance of this Agreement. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, or a joint enterprise relationship.

C. Address for Notices. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the City to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally or if sent by Federal Express or other nationally recognized carrier; or seventy-two (72) hours after deposit if sent by certified mail. Addresses for notices and communications are as follows:

<u>To Addison:</u> 5300 Belt Line Road Dallas, Texas 75254 Attn: Director of Public Works	<u>To Farmers Branch</u> _____ _____ Attn: Director of Public Works
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From time to time either City may designate another address for all purposes of this Agreement by giving the other City not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

D. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, the Cities agree to seek to negotiate the insertion of a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible, with the intent that such added provision is legal, valid and enforceable.

E. Rights and Remedies Cumulative; Non-Waiver; Survival of Rights. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either City shall not preclude or waive its right to use any or all other remedies. The said rights and remedies are given in addition to any other rights the Cities may have by law statute, ordinance, or otherwise. The failure by either City to exercise any right, power, or authority given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such City of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either City may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

F. No Third Party Benefits. This Agreement and each of its provisions are solely for the benefit of the Cities hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

G. Entire Agreement. This Agreement constitutes the entire and integrated agreement between the Cities with respect to the Interconnection, supersedes all prior

agreements, negotiations, and/or representations, either written or oral, and may be amended or modified only by written instrument signed by both Addison and Farmers Branch.

H. Venue; Applicable Law. 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 Cities 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, 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.

I. Includes and Including. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

J. Authorized Signatories. The undersigned officers and/or agents of the Cities hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective Cities, and each City hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

SIGNED by the Cities on the dates set forth below, but effective as of the Effective Date first set forth above.

TOWN OF ADDISON, TEXAS	CITY OF FARMERS BRANCH, TEXAS
By: _____ Ron Whitehead, City Manager	By: _____ Linda Groomer, City Manager
Date: _____	Date: _____
ATTEST:	ATTEST:
By: _____ Carmen Moran, City Secretary	By: _____ Cindee Peters, City Secretary

Rec'd
11-30-90
-TPB

DRAFT
7/31/90
10/22/90

STATE OF TEXAS § INTERLOCAL SANITARY SEWER
 § INTERCEPTOR AGREEMENT
COUNTY OF DALLAS §

This INTERLOCAL SANITARY SEWER INTERCEPTOR AGREEMENT (together with any amendments and/or supplements, the or this "Agreement"), dated as of _____, 1990, and executed by and between the TOWN OF ADDISON, TEXAS ("Addison") and the CITY OF FARMERS BRANCH, TEXAS ("Farmers Branch"), Addison and Farmers Branch being herein collectively called the "Cities":

WITNESSETH:

WHEREAS, the Cities are authorized by the Interlocal Cooperation Act ("Interlocal Act"), Article 4413 (32c), Vernon's Texas Civil Statutes, as amended, to enter into cooperative agreements for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and programs; and

WHEREAS, the Cities each have a need for facilities for the purpose of discharging and transporting effluent, sewage and other permissible liquid wastes, and delivering the same to qualified points of treatment, and they have determined that economy and efficiency, and public safety can best be achieved through the construction and operation of a joint sanitary sewer interceptor project, the same to be generally located as shown on Exhibit A hereto and designated as the "Eastside Interceptor Sewer System" and consisting of the Interceptor Tunnel and the Collector Sewer Lines, as designated therein (the "Project"); and

WHEREAS, the Cities have determined that the Project can best be designed, financed, constructed, owned, operated, and maintained by a single entity, acting on their behalf and as their administrative agency and instrumentality under the Interlocal Act; and

WHEREAS, accordingly, the Cities have agreed to the creation of a non-profit water supply corporation under and pursuant to Article 1434a, Vernon's Texas Civil Statutes, as amended, to perform the functions described herein;

NOW, THEREFORE, ADDISON AND FARMERS BRANCH AGREE AS FOLLOWS:

Section 1. Development of the Project.

(a) The Cities agree to cause the Project to be provided for their benefit in accordance with the terms hereof.

(b) The Project shall be designed, financed, developed, owned, and operated in accordance with the general procedures herein set forth.

Section 2. Creation, Powers and Duties of Administrative Agency.

(a) The Cities agree that they will authorize and approve, by the adoption of concurrently adopted resolutions (the "Resolutions"), the incorporation and organization of a non-profit water supply corporation, to be named "North Dallas County Water Supply Corporation" (the "Corporation"), under and pursuant to Article 1434a, Vernon's Texas Civil Statutes, as amended.

(b) The Corporation shall be incorporated for the purposes, shall have the powers, and shall be governed in the manner, set forth in the articles of incorporation and bylaws to be approved and attached to the Resolutions, subject to the conditions and limitations set forth herein.

(c) The officers of the Corporation shall be selected in the manner set forth in the articles of incorporation except that the positions of President and Vice President shall not be persons appointed from the same City and the position of President and Vice President shall rotate between persons of different Cities at least every two years. Provided, however, that the first President shall be selected from among the persons appointed by Farmers Branch and shall serve until the normal expiration date of the term in effect on the date of completion of construction of the Project.

(d) The Cities designate the Corporation as their administrative agency under the Interlocal Act and authorize it, when incorporated, to exercise the powers granted to it by law in furtherance of its corporate purposes, including, but not limited to, the following services and functions, but subject to the following limitations and conditions:

(i) To enter into contracts with engineers, attorneys, financial consultants, and other needed professionals for the purposes of designing, financing, and acquiring the Project, and preparing the Project for construction, and to enter into construction and construction management contracts for the purpose of constructing, installing, and equipping the Project, subject to the requirement that construction shall not be commenced until the plans and specifications therefor have been approved by the governing body of each of the Cities;

(ii) To obtain land, easements, and rights-of-way for the Project, subject to the conditions that (A) no right-of-way acquisition shall be made until the location thereof has been approved by the governing body of Farmers Branch, and (B) no interest in land or other property shall be acquired through the exercise of the Corporation's power of eminent domain until the use of such power in each specific case has been approved by each of the governing bodies of the Cities;

(iii) To enter into separate construction management, administration, or servicing agreements with Farmers Branch, by which Farmers Branch will provide personnel and management

services to the Corporation during the period of construction within its corporate limits, and thereafter for the purpose of maintaining the Project, subject to the conditions that (A) such agreement shall not be effective until the same shall have been approved by the governing body of Addison, and (B) the costs to the Corporation of obtaining such services shall be included and budgeted as a part of the operating costs of the Corporation;

(iv) To issue bonds, notes, and other lawful forms of debt instruments, on behalf of the Cities, within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, for the purposes of providing, operating, and maintaining the Project, subject to the conditions that (A) such bonds, notes, and other debt instruments shall be payable solely and exclusively from the revenues of the Corporation from the ownership and operation of the Project and/or from individual and separate Sewer Interceptor Service Agreements entered into between the Corporation and Addison and/or the Corporation and Farmers Branch, executed by the respective Cities pursuant to Section 4(d) hereof, (B) no bonds, notes, or other debt instruments shall be issued until the same are approved by the Cities to the extent required by the articles of incorporation and bylaws of the Corporation, and (C) each and every bond, note, or other debt instrument shall contain a provision stating in effect, that the default by one of the Cities under any contract or agreement executed by it shall never be or constitute a default of or give rise to a claim against the non-defaulting City; and

(v) To perform any function and duties imposed on it by the terms and provisions of any contract to which it is a party.

Section 3. Ownership of Project, Acceptance of Title.

(a) The Project, subject to the requirements of, and to the rights reserved to the Cities in this Section, shall be owned by the Corporation, but shall be held and used solely for the public purposes of the Cities.

(b) Subject to the provisions of Section 5, upon payment of all bonds, notes, and other debt instruments of the Corporation, title to the Project shall vest in, and by proper conveyance and instruments of title transfer be conveyed to, the Cities jointly, with Addison owning 55% thereof, and Farmers Branch owning 45% thereof, in undivided interests. *C EC. B.*

(c) The Cities, acting jointly, may, at any time, direct the Corporation to convey title to the Cities jointly in the undivided interests specified in subsection (b) of this Section, subject to the conditions that (i) the Cities shall severally assume and agree to pay, in proportion to their respective ownership interests in the Project, their respective share of all obligations of the Corporation of every nature and kind, and (ii) such transfer and assumption shall not in any respect alter or modify the obligations to make payments in the manner, from the respective City, from the sources, to the persons, and in the amounts required by the terms of any contract or agreement theretofore executed by the Cities, respectively, and pledged to pay any bonds, notes, or other debt instruments theretofore issued by the Corporation and at the time outstanding.

(d) From and after the date of receipt of title to the Project under any of the provisions of this Section, the Project, and its costs, expenses, and obligations shall be operated, maintained, and paid for in the same manner and in the same proportions as in effect on the date of such transfer until such time as the Cities shall mutually agree otherwise.

New

Section 4. Allocation of Costs Prior to Completion. (a) For purposes of this Section, the following terms have the following meanings, to-wit:

"Pre-Construction Overhead Costs" means the general costs and expenses of the Corporation incurred prior to and on account of the construction of the Project for accounting, legal, and similar costs incurred by the Corporation that are not included as a Financing Cost or a Development Cost, and that are not related specifically to a Collector Sewer Line or to the Interceptor Tunnel designated on Exhibit A.

"Financing Costs" means costs, such as the payments to be made to financial advisors, bond counsel, underwriters, and printers, incurred by the Corporation for services rendered to each of the Cities, respectively, in connection with financing of its share of the costs of the Project.

"Development Costs" means the fees, costs, reimbursable expenses, construction contract amounts, costs of contract supervision and management, and similar costs relating to the Project, due and owing to engineers, contracting contract managers, and the costs, fees and expenses incurred in connection with the Project.

[Handwritten scribble]

(b) It is agreed by the Cities that unless an adjustment shall be made pursuant to Section 5, the Development Costs shall be paid for by the Cities, respectively, in the respective percentages of allocated flows as set forth for the Interceptor Tunnel and the Collector Sewer Lines, as set forth in Exhibit B, attached hereto. To the extent such costs are not allocated to each specific portion of the Project by specific contracts, the Cities shall mutually agree as to the amount to be allocated to each portion of the Project.

(c) It is agreed by the Cities that each of Farmers Branch and Addison, respectively, shall pay 100% of the Financing Costs incurred in connection with the financing of its share of the total costs of the Project.

cost of project that does not fit into any other cost category

(d) It is agreed by the Cities that Farmers Branch shall pay 45%, and Addison shall pay 55%, of the General Overhead Costs.

*- definition **

(e) It is agreed and understood that each of the Cities may obtain funds for all or any portion of its costs required to be paid under this Section from any lawfully available source, including financing provided to each of the respective Cities by the Corporation under separate contracts and agreements between the applicable City and the Corporation.

(f) Neither City shall be required to provide or advance funds for the purposes of providing the Project until mutual assurances are received by each City that the other City has the demonstrated ability to provide full funding of its share of the total costs of the Project.

- moral issue

[Handwritten scribble]

How would this be done?

Section 5. Adjustment of Cost and Ownership Allocations. (a) The ownership shares and the cost allocations made in Sections 3 and 4 hereof are made upon the basis of assumed use of the Project by Addison from areas located in the Addison Drainage Basin as shown on Exhibit C, and by Farmers Branch from areas located in the Farmers Branch Drainage Basin on Exhibit C.

(b) The Cities agree that adjustments shall be made in the ownership shares specified in Section 3, and reimbursement shall be provided of portions of the costs allocated in Section 4 in the event either of the Cities desires or proposes to deliver effluent into the Project from outside the respective Drainage Basin assigned to it under subsection (a), above. Such adjustments and reimbursements shall be reasonable in amount, based on depreciated value, as the parties shall mutually approve and agree.

(c) Until agreement is reached, each of the Cities agrees not to deliver effluent into the Project from any area outside the Drainage Basin assigned to it in Exhibit C.

Section 6. Payment and Reimbursement of Operating Costs.

(a) Prior to the date the Project becomes operational, the Corporation shall, in accordance with the procedures established in its bylaws, establish preliminary budgets and operating standards and costs for all purposes. To the extent not provided for in lump sum, Addison shall pay, in the form of periodic advances, made monthly when and as billed therefor, its share of the amounts thus established, determined in accordance with Section 4, and Farmers Branch shall pay its share thereof as determined under Section 4.

(b) After the Project becomes operational, the Cities shall pay their share of on-going operating and maintenance costs of the Project in the following manner, to-wit:

CORPORATION AGREEMENT / CONTRACT ?

EXHIBIT B

(c) The Corporation, to the extent it lawfully may do so, shall include within the amounts of bonds, notes, or other debt instruments issued by it sums that are sufficient to reimburse and repay the Cities, respectively, for the advances made prior to operation as provided in subsection (a) of this Section and in Section 4(b).

DEPT COST COLLECTOR TUNNEL EXHIBIT "B"

(d) Except for the amounts required to be paid by the Cities in subsection (a) of this Section, and in Section 4, this Agreement does not obligate either of the Cities, and neither City agrees, to pay any amount of money for any purpose. All other monetary obligations of the Cities that might arise that relate to the Project, its financing, construction, and operations shall be set forth in separate Sewer Interceptor Service Agreements to be negotiated under the authority of Section 402.014, Local Government Code, as amended.

ALLOCATION OF COSTS PRIOR TO COMPLETION

Reviewed TRA LETTER 9/26/90

Section 7.

Admission of Addison to TRA. → Properly Don't need

Promptly upon _____, the Cities agree to take such steps as may be required and within their power to seek and obtain the necessary consents to permit Addison to become a member of (TRA?).

Section 8. Term.

The term of this Agreement shall be one year from the date hereof and shall be automatically renewed for one year on each anniversary of the commencement date, unless one of the Cities, or the Cities acting jointly, shall terminate the same by notice to the other party prior to each such renewal date.

Section 9. Acceptance by Corporation.

(a) After the incorporation of the Corporation in accordance with the terms of this Agreement, this Agreement shall be submitted to the Corporation for its approval and acceptance. After such execution, this Agreement shall be in full force and effect.

(b) After such acceptance, this Agreement shall be binding on the Corporation, and its obligations stated herein shall commence and be in effect on, from, and after the date of such acceptance.

EXECUTED AND DELIVERED by and between Addison and Farmers Branch on and as of the day and year first above written.

TOWN OF ADDISON, TEXAS

By: _____ Mayor C.M.

ATTEST: _____

CITY OF FARMERS BRANCH, TEXAS

By: _____ Mayor C.M.

ATTEST: _____

ACCEPTANCE BY CORPORATION

The North Dallas County Water Supply Corporation accepts the terms and provisions of this Interlocal Sewer Interceptor Agreement and agrees to be bound by its terms to the extent required, all on and as of this ____ day of _____, 1990.

NORTH DALLAS COUNTY WATER
SUPPLY CORPORATION

By: _____
President

[SEAL]

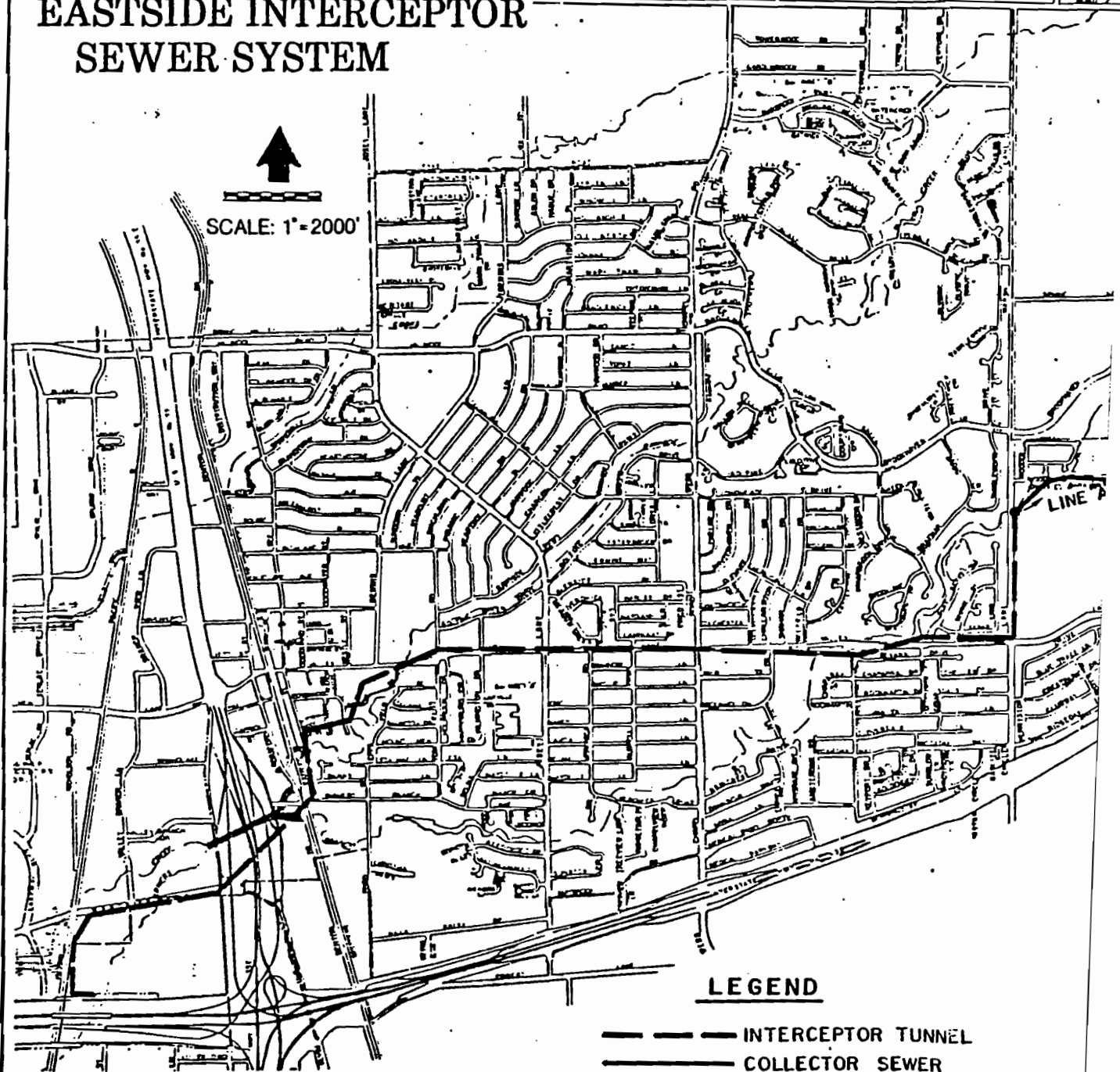
ATTEST:

EASTSIDE INTERCEPTOR SEWER SYSTEM



SCALE: 1" = 2000'

EXHIBIT A



LEGEND

- INTERCEPTOR TUNNEL
- COLLECTOR SEWER

Exhibit B

Addison/Farmers Branch Interceptor Flow Summary				09-Oct-90	
Line	Total Flow (MGD)	ADDISON Flow (MGD)	Percent of Total	FARMERS BRANCH Flow (MGD)	Percent of Total
Tunnel	28.347	16.099	56.79%	12.248	43.21%
A	17.183	4.935	28.72%	12.248	71.28%
D	14.145	4.935	34.89%	9.210	65.11%
E	9.640	2.106	21.85%	7.534	78.15%
F	7.964	2.106	26.44%	5.858	73.56%
G	6.793	2.106	31.00%	4.687	69.00%
H	4.923	2.106	42.78%	2.817	57.22%
I	4.113	2.106	51.20%	2.007	48.80%
J	2.829	2.829	100.00%		0.00%

The costs associated with administration, financing and engineering management of the water supply corporation is estimated at \$100,000 annually.

SHIMEK, JACOBS & FINKLEA

CONSULTING ENGINEERS

8333 Douglas Avenue, #820

Dallas, Texas 75225

(214) 361-7900

To: North Dallas County Water Supply Corporation
 Post Office Box 819010
 Farmers Branch, Texas 75381
 Attention: Mr. Gary M. Oshel, P.E.

Date March 28, 1994

Statement No. 93140 (104)

Services through February 28, 1994, in connection with Sanitary Interceptor Sewer Phase II

Basic Services - Preliminary Plans

\$96,288.00 x 50%: \$48,144.00 x 34% complete \$16,368.96

Special Services - Design Survey

Engineer	3.5 Hrs. x \$33.04	\$ 115.64
Technician	3.0 Hrs. x 28.42	85.26
Technician	1.0 Hrs. x 16.41	16.41
Survey	18.5 Hrs. x 14.24	263.44
Survey	17.5 Hrs. x 9.24	<u>161.70</u>

\$ 642.45
x 2.3

\$1,477.64

Expense: Contract Survey	\$1,590.00	
Automobile	<u>58.27</u>	<u>1,648.27</u> 3,125.91

Special Services - Meetings

Engineer	2.0 Hrs. x \$33.04	\$ 66.08
		<u>x 2.3</u>

\$ 151.98
12.00

Expense: Automobile 163.98

\$19,658.85

	<u>Basic Services</u>	<u>Special Services</u>
Total Billed	\$16,368.96	\$10,423.90
Previous Payments	<u>0.00</u>	<u>7,134.01</u>
Amount Due	\$16,368.96	\$ 3,289.89
Amount Remaining	\$96,911.04	\$35,021.10

SENT BY:

4-22-94 ; 8:43 ;

MAILROOM→

2149316643;# 1/ 2



FAX MESSAGE
CITY OF FARMERS BRANCH



DATE: 4/22/94

This is a 2 page transmission, including this cover page.

Our FAX telephone number is (214)241-6305

In case of a problem with this FAX transmission or difficulty in transmitting to us please call CITY OF FARMERS BRANCH (214)247-8191 919-2588 EXT. _____

TO: JOHN KUMMERTNER

COMPANY: CITY OF ADDISON

FROM: G. OATEL

SPECIAL INSTRUCTIONS: AS REQUESTED, CALL IF YOU HAVE QUESTIONS.

FAX-2.CHP

**TOWN OF ADDISON
MARSH LANE SEWER INTERCEPTOR
COST ESTIMATE
07/29/94**

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
1	12" SANITARY SEWER	LF	65	\$65.00	\$4,225.00
2	12" SANITARY SEWER BY OTHER THAN OPEN CUT	LF	65	\$90.00	\$5,850.00
3	18" SANITARY SEWER	LF	14	\$100.00	\$1,400.00
4	24" SANITARY SEWER	LF	120	\$130.00	\$15,600.00
5	30" SANITARY SEWER	LF	89	\$160.00	\$14,240.00
6	24" SANITARY SEWER IN 36" CASING	LF	175	\$75.00	\$13,125.00
7	30" SANITARY SEWER IN 42" CASING	LF	183	\$100.00	\$18,300.00
8	36" CASING PIPE	LF	175	\$125.00	\$21,875.00
9	42" CASING PIPE	LF	183	\$150.00	\$27,450.00
10	24" SANITARY SEWER BY TUNNELING	LF	7643	\$245.00	\$1,872,535.00
11	METER STATION AT STA. 0+77.42	LS	1	\$100,000.00	\$100,000.00
12	4' DIAMETER MANHOLE	LS	3	\$2,000.00	\$6,000.00
13	6' DIAMETER MANHOLE AT STA. 3+20.51	LS	1	\$80,000.00	\$80,000.00
14	6' DIAMETER MANHOLE AT STA. 4+00	LS	1	\$80,000.00	\$80,000.00
15	6' DIAMETER MANHOLE AT STA. 9+15	LS	1	\$80,000.00	\$80,000.00
16	6' DIAMETER MANHOLE AT STA. 13+72	LS	1	\$80,000.00	\$80,000.00
17	6' DIAMETER MANHOLE AT STA. 17+72	LS	1	\$80,000.00	\$80,000.00
18	6' DIAMETER MANHOLE AT STA. 26+82	LS	1	\$80,000.00	\$80,000.00
19	6' DIAMETER MANHOLE AT STA. 27+92	LS	1	\$80,000.00	\$80,000.00
20	6' DIAMETER MANHOLE AT STA. 34+00	LS	1	\$80,000.00	\$80,000.00
21	6' DIAMETER MANHOLE AT STA. 39+70	LS	1	\$80,000.00	\$80,000.00
22	6' DIAMETER MANHOLE AT STA. 46+07.81	LS	1	\$80,000.00	\$80,000.00
23	6' DIAMETER MANHOLE AT STA. 55+14.44	LS	1	\$80,000.00	\$80,000.00
24	6' DIAMETER MANHOLE AT STA. 55+95.46	LS	1	\$80,000.00	\$80,000.00
25	6' DIAMETER MANHOLE AT STA. 66+50	LS	1	\$80,000.00	\$80,000.00
26	6' DIAMETER MANHOLE AT STA. 73+70.48	LS	1	\$80,000.00	\$80,000.00
27	6' DIAMETER MANHOLE AT STA. 79+60	LS	1	\$80,000.00	\$80,000.00
28	6' DIAMETER MANHOLE AT STA. 82+44.98	LS	1	\$80,000.00	\$80,000.00
29	24" PLUG	EA	1	\$500.00	\$500.00
30	36" PLUG	EA	1	\$700.00	\$700.00
31	ABANDON EXISTING MANHOLE	EA	6	\$600.00	\$3,600.00
32	DEMOLITION OF EXISTING MANHOLE	EA	1	\$1,200.00	\$1,200.00
33	ABANDON EXISTING METER STATION	EA	2	\$2,000.00	\$4,000.00
34	MODIFY EXISTING METER STATION	EA	2	\$800.00	\$1,600.00
35	CONNECTION TO EXISTING MANHOLE	EA	2	\$400.00	\$800.00
36	TRENCH EXCAVATION SAFETY AND SUPPORT	LF	630	\$10.00	\$6,300.00
37	TRENCH SAFETY SYSTEM DESIGN	LS	1	\$2,000.00	\$2,000.00
38	ABANDON EXISTING LIFT STATION	EA	1	\$1,000.00	\$1,000.00
39	INSTALLATION AND MAINTENANCE OF TRAFFIC CONTROL DEVICES	LS	1	\$25,000.00	\$25,000.00
40	MONITOR, SCREEN, ANALYZE AND EVALUATE PETRO. CONTAM. AREAS	HR	16	\$100.00	\$1,600.00
41	LOAD, HAUL & DISPOSE PETRO. CONTAM. MATERIAL (0-1500 PPM TPH)	CY	100	\$75.00	\$7,500.00
42	LOAD, HAUL & DISPOSE PETRO. CONTAM. MATERIAL (1500-3000 PPM TPH)	CY	100	\$100.00	\$10,000.00
43	HANDLING PETROLEUM CONTAMINATED WATER	GAL	1000	\$10.00	\$10,000.00
44	MOBILIZATION	LS	1	\$50,000.00	\$50,000.00
	PROJECT TOTAL				\$3,506,400.00

P002/002

TO 9316643

07-29-94 01:17PM

AGREEMENT

THIS AGREEMENT is made by and between Shimek, Jacobs and Finklea Consulting Engineers, hereinafter called "ENGINEER", and the North Dallas County Water Supply Corporation, hereinafter called "OWNER".

WHEREAS, Owner desires ENGINEER to perform certain work and services set forth in Section 2, Scope of Services.

WHEREAS, ENGINEER has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 2, of this Agreement.

NOW, THEREFORE, all parties agree as follows:

Section 1. General

ENGINEER shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in "Section 2." hereof for the Owner in accordance with the terms, conditions and provisions of the Scope of Services. Owner may, at any time, stop any services by ENGINEER upon giving ENGINEER written notice. ENGINEER shall be bound to Owner by the terms, conditions and responsibilities toward the Owner for ENGINEER's services set forth in this Agreement.

Section 2. Scope of Services.

The following services, when authorized in writing by a Notice to Proceed, shall be performed by ENGINEER in accordance with the Owner's requirements for the design and construction administration of the North Dallas County Water Supply Corporation Sanitary Interceptor Sewer Phase II.

I. PROJECT DESCRIPTION

The Engineer shall provide the following services:

A. DESIGN PHASE

1. Review available sanitary sewer studies of the area to obtain design flows.
2. Make site visit to determine preliminary alignment of sanitary sewer line.
3. Plot preliminary alignment on 100 scale topographic maps. Alignment will generally follow that

outlined in the Owner's request for qualifications for this project.

4. Identify areas along alignment that require special design considerations such as boring and traffic control.
5. Meet with Owner to discuss preliminary horizontal alignment.
6. Provide TU Electric, Lone Star Gas, Southwestern Bell Telephone and TCI CableVision with plan of preliminary alignment. Request information on their facilities.
7. Finalize horizontal alignment. Horizontal alignment will be established with an effort to save trees which may be along proposed route.
8. Size sanitary sewer line based on maximum anticipated flows provided by Owner. It is our understanding the Owner's generated flows and were calculated based on maximum FAR zoning. Design will be based on Manning's equation with the pipe flowing full.
9. Review the velocity in the pipe for a flow of 25 percent of future anticipated flows.
10. Review various types of pipe available and made recommendation to Owner of acceptable pipe materials.
11. Meet with Owner to discuss preliminary vertical alignment of sanitary sewer line. Discuss with Owner areas requiring special design considerations.
12. Finalize vertical alignment. Vertical elevations along the route will be referenced to Owner supplied benchmarks.
13. Prepared design report in letter form outlining major design decisions and design criteria and provide five copies to the Owner.
14. Prepare construction plans on 24-inch x 36-inch reproducible sheets. Drawings shall generally be at a scale of 1-inch equals 20 feet.
15. Prepare technical specifications and contract documents.

16. Utilize City of Farmers Branch standard sanitary sewer construction details provided by the Owner.
17. Formulate an opinion of probable construction cost based on final design plans.
18. All construction plan sheets will be prepared utilizing AutoCAD Release 12 on DOS Version 5.0. No specific computer aided drafting and design specifications will be utilized. One copy of electronic files of design plans will be provided to the Owner under the following conditions:
 - a. The electronic files are compatible with AutoCAD Release 12, operating on an IBM compatible PC using DOS Version 5.0.
 - b. Engineer does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.
 - c. Because data stored on electronic media can deteriorate undetected or be modified, the Owner agrees that the Engineer will not be held liable for completeness or correctness of electronic media after an acceptance period of thirty days after delivery of these files.
 - d. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, the hard copy files will govern in all cases.
 - e. Both parties acknowledge mutual non exclusive ownership of the electronic files and each party may use, alter, modify or delete the files without consequence to the other party.
 - f. All electronic files provided to the Owner will not contain engineers seal, handwritten dates and signatures.
19. All word processing will be prepared utilizing MS-Word Version 5.5 operating on 286 computers using DOS Version 5.0. These files will not be provided to the Owner.

B. BIDDING PHASE

1. Prepare and provide to the Owner one copy of a Notice to Contractors for their use in publicly advertising the project and send notices to limited number of contractors who undertake the type of work presented in the construction plans.
2. Sell bidding documents and maintain list of those contractors holding plans. Provide at no cost one copy of the documents to Texas Contractors and Dodge Reports.
3. Issue addendum to all plan holders to interpret and clarify bidding documents.
4. Assist the Owner at the bid opening.
5. Prepare Tabulation of Bids and provide one copy to each submitting contractor and five copies to the Owner.
6. Assist the Owner in evaluating the bids received. Make recommendation of award based on engineering considerations involved.
7. Assemble contract documents providing two copies to the Owner, two copies to the Contractor and one copy for the Engineer.

C. CONSTRUCTION PHASE

1. Assist the Owner during the Pre-construction Conference.
2. Issue notice to contractor to proceed with construction on behalf of the Owner.
3. Review shop drawings, catalog data, schedules, laboratory reports, shop and mill tests of materials and equipment submitted by the contractor. This review is for the benefit of the Owner and covers only general conformance with the information given by the Contract Documents. The contractor is to review and stamp his approval on the submittals prior to submitting to Engineer and review by the Engineer does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a

complete and workable facility in accordance with the contract documents.

4. Make periodic visits to the site to observe the progress and quality of the executed work and to formulate an opinion in general if the work is proceeding in accordance with the intent of the design concepts and in conformance with the contract documents. (This is not full time on-site representation).
5. Issue instructions from the Owner to the Contractor, issuing necessary interpretation and clarification of contract documents, preparing change orders with Owner's approval.
6. Prepare monthly pay requests from information provided by the Owner's on-site representative. Make recommendation to Owner for issuing payment to the contractor.
7. Accompany the Owner during their final inspection of the project.
8. Prepare record drawings from information received from the Owner's on-site representative and from information received from the contractor.

D. SPECIAL SERVICES

1. Design Field Surveys
 - a. Obtain permission to survey on private property.
 - b. Conduct field surveys.
 - c. Download and process field notes.
2. Set permanent horizontal control for project at six locations along project route. This will include setting points in existing permanent structures along the route.
3. Meet with business community and interested parties to present horizontal alignment. Obtain input from concerned parties.
4. Attend approximately eight North Dallas County Water Supply Corporation Board Meetings.

5. Delineate required permanent utility easements, temporary construction easements and right-of-way required for the proposed sanitary sewer line and review requirements with the Owner.
6. Prepare field note descriptions and plats required for land or easement acquisition by the Owner. Furnish the Owner two copies of each document for each property. No other on the ground survey for property work will be undertaken. Preparation of 25 descriptions and plats are included in the Scope of Work.
7. Set centerline alignment west of Midway Road and along Inwood Road with stakes and flagging every 500 feet and at changes in horizontal alignment one time for property owners to see impact of improvement.
8. Undertake geotechnical work to bore a maximum of fourteen locations with a maximum overall depth of 210 feet. The materials will be tested and the results made available to Contractors. This work will be undertaken by a geotechnical sub-consultant. The results of this task will be to draw the log of borings on the construction plans for the contractors general information. Ground water levels at the time the boring are made will be recorded and shown in the construction plans.
9. Reproduction of preliminary and final documents for review by Owner, distribution to utility companies and for preparation of contract documents. Potential bidders will purchase plans for bidding purposes.
10. Provide construction staking for vertical control, horizontal control and cut states every one hundred feet along the proposed line.
11. Special services shall be as established in Section I - PROJECT DESCRIPTION, Item D. A maximum not to exceed amount of \$45,445.00 is established for special services as follows:

Design Surveys	\$15,400.00
Establishment of Permanent Horizontal Control	\$ 1,450.00
Attend One Business Community Meeting	\$ 550.00

Attend Eight Water Supply Corporation Meetings	\$ 5,520.00
Easement and Right-of-Way Work	\$ 7,350.00
Set Centerline Alignment for Property Owners	\$ 1,175.00
Construction Staking	\$ 2,500.00
Geotechnical Investigation (Subcontractor)	\$10,000.00
Printing of Documents (Subcontractor)	<u>\$ 1,500.00</u>
Total	<u>\$45,445.00</u>

Section 3. Payment.

Owner shall pay ENGINEER for all services authorized in writing and properly performed by ENGINEER on the basis herein described, subject to additions or deletions for changes or extras agreed upon in writing.

I. Special Services

- A. For the purposes of compensation, Special Services shall include only those portions of the work defined as Special Services in Section 2 of this document.
- 2 B. The basis for compensation for Special Services shall be calculated on the salary cost (defined below), times a multiplier of 2.30, and direct non-labor expenses (defined below), times a multiplier of one and one-tenth and computer run time at Twenty Five Dollars (\$25.00) per hour. The cost to the Owner shall not exceed \$45,445.00, without authorization from the Owner. Engineer will be required to submit to City complete payroll and other back-up information needed to substantiate his claim for compensation.
- C. SPECIAL SERVICES FEE shall be paid to the Engineer monthly, by Owner, based on statements submitted by Engineer for work performed.
- D. Salary cost is defined as the cost of salaries of engineers, technicians, draftsmen, stenographers, survey men, clerks, laborers, etc. for time directly chargeable to the project, plus social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, medical and other insurance benefits, sick leave, vacation, holiday pay, and contributions to a pension or retirement plan.
- E. Direct non-labor expenses are defined as all non-labor expenses incurred by the Engineer which are directly chargeable to this project. These expenses include the

cost of supplies, transportation, equipment, travel, communications, reproductions, and similar incidentals.

II. Basic Services

- A. For the purposes of compensation, Basic Services shall include those portions of the work required to complete the project as described in Section 2 of this document and not otherwise described as Special Services.
- B. The maximum Basic Engineering Fee shall not exceed \$113,280.00, based on a fee of 6.40 percent of the estimated construction cost of \$1,770,000.00.
- C. Basic Engineering fee shall be paid as follows:
 1. Payments shall be made monthly by Owner on the Basic Engineering Fee based upon statements submitted by Engineer for work performed, less any previous payments.
 2. Payments under Design Phase: Preliminary Design shall be as stipulated in (1) above with an amount not to exceed fifty percent of the Basic Engineering fee.
 3. Payments under Design Phase: Plan Preparation shall be as stipulated above with an aggregate amount of (2) and (3) not to exceed eighty-five percent of the Basic Engineering Fee.
 4. Payments under Bidding Phase: The Engineer shall receive two percent of the Basic Engineering Fee upon receipt of bids from contractors and recommendation to Owner for award of contractor.
 5. Payments under Construction Phase: The remaining 13 percent of the basic engineering fee will be paid upon receipt of engineer's invoice based on the actual dollar amount percentage of completion of the construction.
 6. The Owner reserves the right to delay, without penalty, any partial payment when, in the opinion of the Owner, Engineer has not made satisfactory progress on the design of this Project.

III. Total Engineering Fee

The Total Engineering Fee shall be the sum of the Special Services and Basic Services Fees. The Total Engineering Fee under the terms of this Contract shall not exceed \$158,725.00.

- A. Upon complete performance of this Agreement by Under signed and final approval and acceptance of ENGINEER's service by Owner, Owner will make final payment to ENGINEER of the balance due under this Agreement within fifteen (15) days of the following month after final payment for such services has been billed by ENGINEER.
- B. Owner may deduct from any amounts due or to become due to ENGINEER any sum or sums owing by ENGINEER to Owner. In the event of any breach by ENGINEER of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against Owner, or the Owner's premises, arising out of ENGINEER's performance of this Agreement, Owner shall have the right to retain out of any payments due or to become due to ENGINEER an amount sufficient to completely protect the Owner from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by ENGINEER.

Section 4. Responsibilities.

- a.) ENGINEER shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by ENGINEER under this Agreement. ENGINEER shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.
- b.) Neither Owner's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver if any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and ENGINEER shall be and remain liable to Owner in accordance with applicable law for all damages to Owner caused by ENGINEER's negligent performance of any of the services furnished under this Agreement.
- c.) The rights and remedies of Owner under this Agreement are as provided by law.

Section 5. Time For Performance.

- a.) ENGINEER shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with the Owner's requirements. As time is of the essence of this Agreement, Design Phase services shall be completed within 150 calendar days from the date of written

Notification to Proceed from Owner to ENGINEER, exclusive of Owner and other governmental review time.

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

Section 6. Documents.

- a.) All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of the Owner. All instruments of service shall be professionally sealed as may be required by law or by Owner.
- b.) Such instruments of service, together with necessary supporting documents, shall be delivered to Owner, and Owner shall have unlimited rights, for the benefit of Owner, in all instruments of service, including the right to use same on any other work of Owner without additional cost to Owner. If, in the event Owner uses such instruments of service on any work of Owner other than that specified in the Scope of Services, defined in Section 2, provided ENGINEER completes this Agreement, under those circumstances Owner hereby agrees to protect, defend, indemnify and hold harmless ENGINEER, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnities"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any inaccuracy, such use of such instruments of service with respect to such other work except where ENGINEER participates in such other work.
- c.) ENGINEER agrees to and does hereby grant to Owner a royalty-free license to all such instruments of service which ENGINEER may cover by copyright and to all designs as to which ENGINEER may assert any rights or establish any claim under the design patent or copyright laws. ENGINEER, after completion of the project, agrees to furnish the originals of all such instruments of service to the Owner.

Section 7. Termination.

- a.) Owner may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by Owner to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to Owner.
- b.) Should the Owner require a modification of its contract with ENGINEER, and in the event Owner and ENGINEER fail to agree upon a modification to this Agreement, Owner shall have the option of terminating this Agreement and ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this Agreement, for the services reasonably determined by Owner to be properly performed by ENGINEER prior to such termination date.

Section 8. Insurance.

- a.) ENGINEER shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of ENGINEER's employees, as required by law. ENGINEER shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting ENGINEER and Owner against liability from damages because of injuries, including death, suffered by any person or persons other than employees of ENGINEER, and liability for damages to property, arising from or growing out of ENGINEER's operations in connection with the performance of this Agreement.
- b.) Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for one (1) person, and not less than Three Hundred Thousand Dollars (\$300,000.00) for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than Three Hundred Thousand Dollars (\$300,000.00) for any one (1) occurrence, and Three Hundred Thousand Dollars (\$300,000.00) aggregate.
- c.) ENGINEER shall also provide and maintain Professional Liability Insurance coverage to protect ENGINEER and Owner from liability arising out of the performance of professional services, if any, under this Agreement. Such

coverage shall be in the sum of not less than \$1,000,000.00.

- d.) A signed Certificate of Insurance, satisfactory to Owner, showing compliance with the requirements of this Section shall be furnished to Owner before any services are performed under this Agreement, and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Agreement under "Section 9." hereof. Such Certificate of Insurance shall provide for ten (10) days written notice to Owner prior to the cancellation or modification of any insurance referred to therein.
- e.) Owner shall be named as an "additional insured" party on the insurance policies.

Section 9. Indemnification For Injury and Performance.

ENGINEER further specifically obligates itself to Owner in the following respects, to-wit:

ENGINEER hereby agrees to protect, defend, indemnify and hold harmless the Owner, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnities"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of ENGINEER, its officers, employees, servants, agents or subcontractors, or anyone else under ENGINEER's direction and control, and arising out of, occurring in connection with, resulting from or caused by the performance or failure of performance of any work or services called for by this Agreement, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnities is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, ENGINEER shall be obligated to indemnify Owner as provided herein on a proportionate basis in accordance with the final judgement, after all appeals are exhausted, determining such joint or derivative negligence or liability.

ENGINEER is not responsible for the actions of the Owner's contractor to perform the construction of the improvements covered under this Agreement.

Acceptance and approval of the final plans by the Owner shall not constitute nor be deemed a release of this responsibility and liability of ENGINEER, its employees, associates, agents and Engineers for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the Owner for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and Engineers.

Section 10. Indemnification For Unemployment Compensation.

ENGINEER agrees that it is an independent contractor and not an agent of the Owner, and that ENGINEER is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve Owner of any responsibility or liability from treating ENGINEER's employees as employees of Owner for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. ENGINEER further agrees to indemnify and hold Owner harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of ENGINEER.

Section 11. Indemnification For Performance.

ENGINEER shall defend and indemnify Owner against and hold Owner and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by ENGINEER in performing this Agreement.

Section 12. Assignment.

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

Section 13. Applicable Laws.

ENGINEER shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement.

Section 14. Default of ENGINEER.

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

- a.) Terminate this Agreement and be relieved of the payment of any further consideration to ENGINEER except for all work determined by Owner to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of ENGINEER to and from meetings called by Owner at which ENGINEER is required to attend, but shall not include any loss of profit of ENGINEER. In the event, of such termination, Owner may proceed to complete the services in any manner deemed proper by Owner, either by the use of its own forces or by re-subletting to others. In either event, ENGINEER shall be liable for all costs in excess of the total contract price under this Agreement incurred to complete the services herein provided for and the costs so incurred may be deducted and paid by the Owner out of such monies as may be due or that may thereafter become due to ENGINEER under and by virtue of this Agreement.
- b.) Owner may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of ENGINEER.

Section 15. Adjustments in Services.

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

Section 16. Execution becomes Effective.

This Agreement will be effective upon execution of the contract by and between ENGINEER and Owner.

Section 17. Agreement Amendments.

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

Section 18. Written Notices.

All notices, demands and communications hereunder shall be in writing and may be served or delivered personally upon the party for whom intended, or mailed to the party for whom intended at the address set forth on the signature page of this Agreement. The address of a party may be changed by notice given pursuant to this Section.

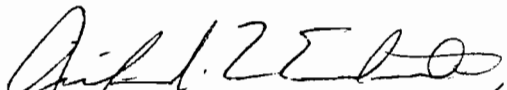
Section 19. Gender and Number.

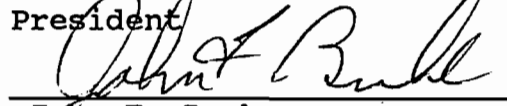
The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 16th day of NOVEMBER, 1993.

OWNER:

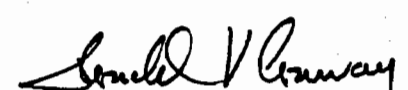
NORTH DALLAS COUNTY
WATER SUPPLY CORPORATION

By: 
Richard L. Escalante
President

By: 
John F. Burke
Secretary

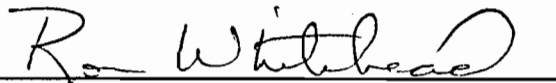
ENGINEER:

SHIMEK, JACOBS & FINKLEA
CONSULTING ENGINEERS


By: 
Ronald V. Conway
Partner

Address: 8333 Douglas Ave., #820
Dallas, Texas 75225

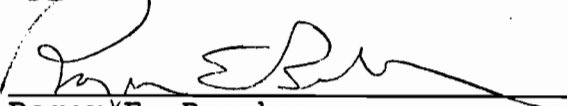
Witness:



Witness:



Approved as to Form:



Roger E. Beecham
Attorney for the
North Dallas Water Supply Corporation



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(214) 450-2871

16801 Westgrove

September 23, 1993

MEMORANDUM

To: Ron Whitehead
City Manager

From: John Baumgartner *JBS*
Director of Public Works

Re: NDCWSC - Sanitary Interceptor Sewer Phase II
Engineering Services

Attached is a proposal from Shimek, Jacobs and Finklea Consulting Engineers to provide professional engineering services for the design of the NDCWSC Sanitary Interceptor Sewer Phase II. This project consists of the conventional sewer lines within Farmers Branch that connect part of Addison's sewer with the Addison-Farmers Branch Sewer Tunnel.

The anticipated expenses associated with the engineering phase consist of a lump sum fee of \$113,280.00 for basic services and a maximum time and materials fee of \$45,445.00 for the additional services associated with the design. Addison's portion of this contract is 38.75% or \$61,505.94. The estimated construction cost is \$1,770,000.

Funding for Addison's portion of this project is available from the proceeds of the 1993 Utility Bonds.

Staff recommends the Council approve the agreement and authorize the NDCWSC to award the contract for Engineering services to Shimek, Jacobs and Finklea. Consulting Engineers for an estimated fee of a \$158,725.00.



TRANSMITTAL

September 15, 1993

Mr. John Baumgartner, P.E.
City Engineer
Town of Addison
P.O. Box 144
Addison, Texas 75001

Mr. John W. Birkhoff, P.E.
Shimek, Jacobs and Finklea
8333 Douglas Avenue, Suite 820
Dallas, Texas 75225

SUBJECT: SANITARY INTERCEPTOR SEWER PHASE II

Gentlemen:

Please review the enclosed agreement for subject project. Let me have your concurrence and any comments at your earliest convenience.

Sincerely,

Gary M. Oshel, P.E.
Assistant City Engineer

GMO:nm
Enclosures

AGREEMENT

THIS AGREEMENT is made by and between Shimek, Jacobs and Finklea Consulting Engineers, hereinafter called "ENGINEER", and the North Dallas County Water Supply Corporation, hereinafter called "OWNER".

WHEREAS, Owner desires ENGINEER to perform certain work and services set forth in Section 2, Scope of Services.

WHEREAS, ENGINEER has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 2, of this Agreement.

NOW, THEREFORE, all parties agree as follows:

Section 1. General

ENGINEER shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in "Section 2." hereof for the Owner in accordance with the terms, conditions and provisions of the Scope of Services. Owner may, at any time, stop any services by ENGINEER upon giving ENGINEER written notice. ENGINEER shall be bound to Owner by the terms, conditions and responsibilities toward the Owner for ENGINEER's services set forth in this Agreement.

Section 2. Scope of Services.

The following services, when authorized in writing by a Notice to Proceed, shall be performed by ENGINEER in accordance with the Owner's requirements for the design and construction administration of the North Dallas County Water Supply Corporation Sanitary Interceptor Sewer Phase II.

I. PROJECT DESCRIPTION

The Engineer shall provide the following services:

A. DESIGN PHASE

1. Review available sanitary sewer studies of the area to obtain design flows.
2. Make site visit to determine preliminary alignment of sanitary sewer line.
3. Plot preliminary alignment on 100 scale topographic maps. Alignment will generally follow that

outlined in the Owner's request for qualifications for this project.

4. Identify areas along alignment that require special design considerations such as boring and traffic control.
5. Meet with Owner to discuss preliminary horizontal alignment.
6. Provide TU Electric, Lone Star Gas, Southwestern Bell Telephone and TCI CableVision with plan of preliminary alignment. Request information on their facilities.
7. Finalize horizontal alignment. Horizontal alignment will be established with an effort to save trees which may be along proposed route.
8. Size sanitary sewer line based on maximum anticipated flows provided by Owner. It is our understanding the Owner's generated flows and were calculated based on maximum FAR zoning. Design will be based on Manning's equation with the pipe flowing full.
9. Review the velocity in the pipe for a flow of 25 percent of future anticipated flows.
10. Review various types of pipe available and made recommendation to Owner of acceptable pipe materials.
11. Meet with Owner to discuss preliminary vertical alignment of sanitary sewer line. Discuss with Owner areas requiring special design considerations.
12. Finalize vertical alignment. Vertical elevations along the route will be referenced to Owner supplied benchmarks.
13. Prepared design report in letter form outlining major design decisions and design criteria and provide five copies to the Owner.
14. Prepare construction plans on 24-inch x 36-inch reproducible sheets. Drawings shall generally be at a scale of 1-inch equals 20 feet.
15. Prepare technical specifications and contract documents.

16. Utilize City of Farmers Branch standard sanitary sewer construction details provided by the Owner.
17. Formulate an opinion of probable construction cost based on final design plans.
18. All construction plan sheets will be prepared utilizing AutoCAD Release 12 on DOS Version 5.0. No specific computer aided drafting and design specifications will be utilized. One copy of electronic files of design plans will be provided to the Owner under the following conditions:
 - a. The electronic files are compatible with AutoCAD Release 12, operating on an IBM compatible PC using DOS Version 5.0.
 - b. Engineer does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.
 - c. Because data stored on electronic media can deteriorate undetected or be modified, the Owner agrees that the Engineer will not be held liable for completeness or correctness of electronic media after an acceptance period of thirty days after delivery of these files.
 - d. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, the hard copy files will govern in all cases.
 - e. Both parties acknowledge mutual non exclusive ownership of the electronic files and each party may use, alter, modify or delete the files without consequence to the other party.
 - f. All electronic files provided to the Owner will not contain engineers seal, handwritten dates and signatures.
19. All word processing will be prepared utilizing MS-Word Version 5.5 operating on 286 computers using DOS Version 5.0. These files will not be provided to the Owner.

B. BIDDING PHASE

1. Prepare and provide to the Owner one copy of a Notice to Contractors for their use in publicly advertising the project and send notices to limited number of contractors who undertake the type of work presented in the construction plans.
2. Sell bidding documents and maintain list of those contractors holding plans. Provide at no cost one copy of the documents to Texas Contractors and Dodge Reports.
3. Issue addendum to all plan holders to interpret and clarify bidding documents.
4. Assist the Owner at the bid opening.
5. Prepare Tabulation of Bids and provide one copy to each submitting contractor and five copies to the Owner.
6. Assist the Owner in evaluating the bids received. Make recommendation of award based on engineering considerations involved.
7. Assemble contract documents providing two copies to the Owner, two copies to the Contractor and one copy for the Engineer.

C. CONSTRUCTION PHASE

1. Assist the Owner during the Pre-construction Conference.
2. Issue notice to contractor to proceed with construction on behalf of the Owner.
3. Review shop drawings, catalog data, schedules, laboratory reports, shop and mill tests of materials and equipment submitted by the contractor. This review is for the benefit of the Owner and covers only general conformance with the information given by the Contract Documents. The contractor is to review and stamp his approval on the submittals prior to submitting to Engineer and review by the Engineer does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job sit, appropriate safety measures to protect workers and the public, or the necessity to construct a

complete and workable facility in accordance with the contract documents.

4. Make periodic visits to the site to observe the progress and quality of the executed work and to formulate an opinion in general if the work is proceeding in accordance with the intent of the design concepts and in conformance with the contract documents. (This is not full time on-site representation).
5. Issue instructions from the Owner to the Contractor, issuing necessary interpretation and clarification of contract documents, preparing change orders with Owner's approval.
6. Prepare monthly pay requests from information provided by the Owner's on-site representative. Make recommendation to Owner for issuing payment to the contractor.
7. Accompany the Owner during their final inspection of the project.
8. Prepare record drawings from information received from the Owner's on-site representative and from information received from the contractor.

D. SPECIAL SERVICES

1. Design Field Surveys
 - a. Obtain permission to survey on private property.
 - b. Conduct field surveys.
 - c. Download and process field notes.
2. Set permanent horizontal control for project at six locations along project rout. This will include setting points in existing permanent structures along the route.
3. Meet with business community and interested parties to present horizontal alignment. Obtain input from concerned parties.
4. Attend approximately eight North Dallas County Water Supply Corporation Board Meetings.

5. Delineate required permanent utility easements, temporary construction easements and right-of-way required for the proposed sanitary sewer line and review requirements with the Owner.
6. Prepare field note descriptions and plats required for land or easement acquisition by the Owner. Furnish the Owner two copies of each document for each property. No other on the ground survey for property work will be undertaken. Preparation of 25 descriptions and plats are included in the Scope of Work.
7. Set centerline alignment west of Midway Road and along Inwood Road with stakes and flagging every 500 feet and at changes in horizontal alignment one time for property owners to see impact of improvement.
8. Undertake geotechnical work to bore a maximum of fourteen locations with a maximum overall depth of 210 feet. The materials will be tested and the results made available to Contractors. This work will be undertaken by a geotechnical sub-consultant. The results of this task will be to draw the log of borings on the construction plans for the contractors general information. Ground water levels at the time the boring are made will be recorded and shown in the construction plans.
9. Reproduction of preliminary and final documents for review by Owner, distribution to utility companies and for preparation of contract documents. Potential bidders will purchase plans for bidding purposes.
10. Provide construction staking for vertical control, horizontal control and cut states every one hundred feet along the proposed line.
11. Special services shall be as established in Section I - PROJECT DESCRIPTION, Item D. A maximum not to exceed amount of \$45,445.00 is established for special services as follows:

Design Surveys	\$15,400.00
Establishment of Permanent Horizontal Control	\$ 1,450.00
Attend One Business Community Meeting	\$ 550.00

Attend Eight Water Supply Corporation Meetings	\$ 5,520.00
Easement and Right-of-Way Work	\$ 7,350.00
Set Centerline Alignment for Property Owners	\$ 1,175.00
Construction Staking	\$ 2,500.00
Geotechnical Investigation (Subcontractor)	\$10,000.00
Printing of Documents (Subcontractor)	<u>\$ 1,500.00</u>
Total	<u>\$45,445.00</u>

Section 3. Payment.

Owner shall pay ENGINEER for all services authorized in writing and properly performed by ENGINEER on the basis herein described, subject to additions or deletions for changes or extras agreed upon in writing.

I. Special Services

- A. For the purposes of compensation, Special Services shall include only those portions of the work defined as Special Services in Section 2 of this document.
2. B. The basis for compensation for Special Services shall be calculated on the salary cost (defined below), times a multiplier of 2.30, and direct non-labor expenses (defined below), times a multiplier of one and one-tenth and computer run time at Twenty Five Dollars (\$25.00) per hour. The cost to the Owner shall not exceed \$45,445.00, without authorization from the Owner. Engineer will be required to submit to City complete payroll and other back-up information needed to substantiate his claim for compensation.
- C. SPECIAL SERVICES FEE shall be paid to the Engineer monthly, by Owner, based on statements submitted by Engineer for work performed.
- D. Salary cost is defined as the cost of salaries of engineers, technicians, draftsmen, stenographers, survey men, clerks, laborers, etc. for time directly chargeable to the project, plus social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, medical and other insurance benefits, sick leave, vacation, holiday pay, and contributions to a pension or retirement plan.
- E. Direct non-labor expenses are defined as all non-labor expenses incurred by the Engineer which are directly chargeable to this project. These expenses include the

cost of supplies, transportation, equipment, travel, communications, reproductions, and similar incidentals.

II. Basic Services

- A. For the purposes of compensation, Basic Services shall include those portions of the work required to complete the project as described in Section 2 of this document and not otherwise described as Special Services.
- B. The maximum Basic Engineering Fee shall not exceed \$113,280.00, based on a fee of 6.40 percent of the estimated construction cost of \$1,770,000.00.
- C. Basic Engineering fee shall be paid as follows:
 1. Payments shall be made monthly by Owner on the Basic Engineering Fee based upon statements submitted by Engineer for work performed, less any previous payments.
 2. Payments under Design Phase: Preliminary Design shall be as stipulated in (1) above with an amount not to exceed fifty percent of the Basic Engineering fee.
 3. Payments under Design Phase: Plan Preparation shall be as stipulated above with an aggregate amount of (2) and (3) not to exceed eighty-five percent of the Basic Engineering Fee.
 4. Payments under Bidding Phase: The Engineer shall receive two percent of the Basic Engineering Fee upon receipt of bids from contractors and recommendation to Owner for award of contractor.
 5. Payments under Construction Phase: The remaining 13 percent of the basic engineering fee will be paid upon receipt of engineer's invoice based on the actual dollar amount percentage of completion of the construction.
 6. The Owner reserves the right to delay, without penalty, any partial payment when, in the opinion of the Owner, Engineer has not made satisfactory progress on the design of this Project.

III. Total Engineering Fee

The Total Engineering Fee shall be the sum of the Special Services and Basic Services Fees. The Total Engineering Fee under the terms of this Contract shall not exceed \$158,725.00.

- A. Upon complete performance of this Agreement by Under signed and final approval and acceptance of ENGINEER's service by Owner, Owner will make final payment to ENGINEER of the balance due under this Agreement within fifteen (15) days of the following month after final payment for such services has been billed by ENGINEER.
- B. Owner may deduct from any amounts due or to become due to ENGINEER any sum or sums owing by ENGINEER to Owner. In the event of any breach by ENGINEER of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against Owner, or the Owner's premises, arising out of ENGINEER's performance of this Agreement, Owner shall have the right to retain out of any payments due or to become due to ENGINEER an amount sufficient to completely protect the Owner from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by ENGINEER.

Section 4. Responsibilities.

- a.) ENGINEER shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by ENGINEER under this Agreement. ENGINEER shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.
- b.) Neither Owner's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver if any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and ENGINEER shall be and remain liable to Owner in accordance with applicable law for all damages to Owner caused by ENGINEER's negligent performance of any of the services furnished under this Agreement.
- c.) The rights and remedies of Owner under this Agreement are as provided by law.

Section 5. Time For Performance.

- a.) ENGINEER shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with the Owner's requirements. As time is of the essence of this Agreement, Design Phase services shall be completed within 150 calendar days from the date of written

Notification to Proceed from Owner to ENGINEER, exclusive of Owner and other governmental review time.

- b.) In the event ENGINEER's performance of this Agreement is delayed or interfered with by acts of the Owner or others, ENGINEER may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.
- c.) No allowance of any extension of time, for any cause whatever, shall be claimed or made to ENGINEER, unless ENGINEER shall have made written request upon Owner for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless Owner and ENGINEER have agreed in writing upon the allowance of additional time to be made.

Section 6. Documents.

- a.) All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of the Owner. All instruments of service shall be professionally sealed as may be required by law or by Owner.
- b.) Such instruments of service, together with necessary supporting documents, shall be delivered to Owner, and Owner shall have unlimited rights, for the benefit of Owner, in all instruments of service, including the right to use same on any other work of Owner without additional cost to Owner. If, in the event Owner uses such instruments of service on any work of Owner other than that specified in the Scope of Services, defined in Section 2, provided ENGINEER completes this Agreement, under those circumstances Owner hereby agrees to protect, defend, indemnify and hold harmless ENGINEER, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnities"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any inaccuracy, such use of such instruments of service with respect to such other work except where ENGINEER participates in such other work.
- c.) ENGINEER agrees to and does hereby grant to Owner a

royalty-free license to all such instruments of service which ENGINEER may cover by copyright and to all designs as to which ENGINEER may assert any rights or establish any claim under the design patent or copyright laws. ENGINEER, after completion of the project, agrees to furnish the originals of all such instruments of service to the Owner.

Section 7. Termination.

- a.) Owner may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by Owner to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to Owner.
- b.) Should the Owner require a modification of its contract with ENGINEER, and in the event Owner and ENGINEER fail to agree upon a modification to this Agreement, Owner shall have the option of terminating this Agreement and ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this Agreement, for the services reasonably determined by Owner to be properly performed by ENGINEER prior to such termination date.

Section 8. Insurance.

- a.) ENGINEER shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of ENGINEER's employees, as required by law. ENGINEER shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting ENGINEER and Owner against liability from damages because of injuries, including death, suffered by any person or persons other than employees of ENGINEER, and liability for damages to property, arising from or growing out of ENGINEER's operations in connection with the performance of this Agreement.
- b.) Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for one (1) person, and not less than Three Hundred Thousand Dollars (\$300,000.00) for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than Three Hundred Thousand Dollars (\$300,000.00) for any

one (1) occurrence, and Three Hundred Thousand Dollars (\$300,000.00) aggregate.

- c.) ENGINEER shall also provide and maintain Professional Liability Insurance coverage to protect ENGINEER and Owner from liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than \$1,000,000.00.
- d.) A signed Certificate of Insurance, satisfactory to Owner, showing compliance with the requirements of this Section shall be furnished to Owner before any services are performed under this Agreement, and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Agreement under "Section 9." hereof. Such Certificate of Insurance shall provide for ten (10) days written notice to Owner prior to the cancellation or modification of any insurance referred to therein.
- e.) Owner shall be named as an "additional insured" party on the insurance policies.

Section 9. Indemnification For Injury and Performance.

ENGINEER further specifically obligates itself to Owner in the following respects, to-wit:

ENGINEER hereby agrees to protect, defend, indemnify and hold harmless the Owner, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnities"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any act, error, omission or neglect of ENGINEER, its officers, employees, servants, agents or subcontractors, or anyone else under ENGINEER's direction and control, and arising out of, occurring in connection with, resulting from or caused by the performance or failure of performance of any work or services called for by this Agreement, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnities is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, ENGINEER shall be obligated to indemnify Owner as provided herein on a proportionate basis in accordance

with the final judgement, after all appeals are exhausted, determining such joint or derivative negligence or liability.

ENGINEER is not responsible for the actions of the Owner's contractor to perform the construction of the improvements covered under this Agreement.

Acceptance and approval of the final plans by the Owner shall not constitute nor be deemed a release of this responsibility and liability of ENGINEER, its employees, associates, agents and Engineers for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the Owner for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and Engineers.

Section 10. Indemnification For Unemployment Compensation.

ENGINEER agrees that it is an independent contractor and not an agent of the Owner, and that ENGINEER is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve Owner of any responsibility or liability from treating ENGINEER's employees as employees of Owner for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. ENGINEER further agrees to indemnify and hold Owner harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of ENGINEER.

Section 11. Indemnification For Performance.

ENGINEER shall defend and indemnify Owner against and hold Owner and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by ENGINEER in performing this Agreement.

Section 12. Assignment.

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

Section 13. Applicable Laws.

ENGINEER shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement.

Section 14. Default of ENGINEER.

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

- a.) Terminate this Agreement and be relieved of the payment of any further consideration to ENGINEER except for all work determined by Owner to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of ENGINEER to and from meetings called by Owner at which ENGINEER is required to attend, but shall not include any loss of profit of ENGINEER. In the event, of such termination, Owner may proceed to complete the services in any manner deemed proper by Owner, either by the use of its own forces or by re-subletting to others. In either event, ENGINEER shall be liable for all costs in excess of the total contract price under this Agreement incurred to complete the services herein provided for and the costs so incurred may be deducted and paid by the Owner out of such monies as may be due or that may thereafter become due to ENGINEER under and by virtue of this Agreement.
- b.) Owner may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of ENGINEER.

Section 15. Adjustments in Services.

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

Section 16. Execution becomes Effective.

This Agreement will be effective upon execution of the contract by and between ENGINEER and Owner.

Section 17. Agreement Amendments.

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

Section 18. Written Notices.

All notices, demands and communications hereunder shall be in writing and may be served or delivered personally upon the party for whom intended, or mailed to the party for whom intended at the address set forth on the signature page of this Agreement. The address of a party may be changed by notice given pursuant to this Section.

Section 19. Gender and Number.

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of _____, 19____.

OWNER:

ENGINEER:

NORTH DALLAS COUNTY
WATER SUPPLY CORPORATION

SHIMEK, JACOBS & FINKLEA
CONSULTING ENGINEERS

By: _____
Richard L. Escalante
President

By: _____

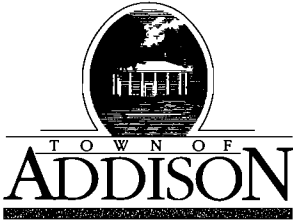
By: _____
Ron Whitehead
Vice President

Address: _____

Witness:

Witness:

Approved as to Form:



CITY ENGINEER'S OFFICE

Post Office Box 144 Addison, Texas 75001

(214) 450-2886

16801 Westgrove

March 31, 1993

**Mr. Gary Oshel
City of Farmers Branch
P.O. Box 819010
Farmers Branch, Texas
75381-9010**

RE: Engineering Invoice - Addison Farmers Branch Sewer Tunnel

Dear Gary:

The Town of Addison concurs with your recommendation for payment of Consoer Townsend's twelfth invoice in the amount of \$38,620.50.

Sincerely,

**John R. Baumgartner, P.E.
City Engineer**

JRB/js

TOWN OF
ADDISON

PUBLIC WORKS

To: Gary Oshel
Company: Farmers Branch
FAX #: 241-6305
Date: 3-31-93
of pages (including cover): 2

From: John Baumgartner, P.E.
Director
Phone: 214/450-2886
FAX: 214/248-7814

16801 Westgrove
P.O. Box 144
Addison, TX 75001

Original in mail Per your request FYI Call me

Comments:

***** -IND. XMT JOURNAL- ***** DATE 03-31-1993 ***** TIME 03:56PM *****

JOURNAL No. = 09
DATE/TIME = 03-31-1993 03:48PM
DURATION = 00:00'38
COMM.RESULT = OK
PAGE(S) = 002
MODE = TRANSMISSION
DESTINATION = 2416305
RECEIVED ID = 214 2474836
RESOLUTION = STD

-Town of Addison -

***** (FAX-200 U2.17)* - 214 248 7814- *****



March 9, 1993

Mr. John Baumgartner, P.E.
City Engineer
Town of Addison
P.O. Box 144
Addison, Texas 75001

RE: NDCWSC ENGINEERING INVOICE FOR AUGUST

Attached is a copy of Consoer Townsend and Associates' progress payment request No. 12 for December, including support documentation and summary. I have examined their request and find that it is reasonable and should be paid.

Please review the enclosed documentation for approval of payment on behalf of the Town of Addison. Please respond if you concur, so I may process this request for payment. You may fax your response to Engineering Department, 241-6305.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Gary M. Oshel
Assistant City Engineer

GMO/en

Attachments: Consoer Townsend Invoice No. 54671
Support Documentation
Project Summary

PAYMENTS\CT&A.ADD

ENGINEERING
PLANNING
MANAGEMENT

January 7, 1993

North Dallas County Water Supply Corp.
P.O. Box 819010
City of Farmers Branch, Texas 75381-9010

Attn: Mr. Jerry Murawski, P.E.

Re: Sanitary Interceptor Sewer Tunnel
Contract Dated January 6, 1992
Consoer Townsend Project No. 3648

RECEIVED
JAN 11 1993
ENGLISCH

10700 RICHMOND AVENUE

Partial Payment Request No. 12 - Invoice No. 54671

For Engineering services rendered in preparation of plans and specifications for a sanitary interceptor sewer tunnel serving portions of the City of Farmers Branch and the Town of Addison in accordance with Notice to Proceed dated January 9, 1992.

SUITE 275

A. Final Design Services	
Maximum Billing Amount	\$631,324.00
Amount Billed thru December 25, 1992	\$425,868.82
Less Previously Invoiced	<u>\$387,248.32</u>
Amount Due this Invoice	\$38,620.50

HOUSTON, TX 77042

B. Special Services	
1. Surveying and Easements	
Maximum Billing Amount	\$142,304.00
Amount Billed thru December 25, 1992	\$142,085.50
Less Previously Invoiced	<u>\$142,085.50</u>
Amount Due this Invoice	\$0.00

FAX 713/780-7193

2. Geotechnical	
Maximum Billing Amount	\$183,500.00
Amount Billed thru December 25, 1992 for Soil Borings, Environmental & Water Quality Assessment	\$142,403.16
Less Previously Invoiced	<u>\$142,403.16</u>
Amount Due this Invoice	\$0.00

713/780-7168

3. Sanitary Sewage Analytical Testing	
Maximum Billing Amount	\$3,195.00
Amount Billed thru December 25, 1992	\$0.00
Less Previously Invoiced	<u>\$0.00</u>
Amount Due this Invoice	\$0.00

 CONSOER
TOWNSEND
&
ASSOCIATES

4. Flow Metering	
Maximum Billing Amount	\$4,500.00
Amount Billed thru December 25, 1992	\$4,500.00
Less Previously Invoiced	<u>\$4,500.00</u>
Amount Due this Invoice	\$0.00
Total Amount Due This Invoice	<u><u>\$38,620.50</u></u>

* See Attachment 'A' for Billing Summary



CONSOER
TOWNSEND
&
ASSOCIATES

ATTACHMENT 'A'
NORTH DALLAS COUNTY WATER SUPPLY CORPORATION
BILLING SUMMARY

Partial Payment Billing Summary No. 12
 CT&A Billing Period November 21, 1992 thru December 25, 1992

A. Final Design Services

1. Consoer Townsend & Associates

<u>Position</u>	<u>Base</u>		<u>Base Salary</u>		<u>Cost</u>
	<u>Salary</u>	<u>Hours</u>	<u>Hours</u>	<u>Multiplier</u>	
Project Director	\$37.33	19	19	3.1	\$2,198.74
Project Manager	\$37.33	87	87	3.1	\$10,067.90
Project Engineer	\$28.35	103	103	3.1	\$9,052.16
Structural Engineer	\$34.20	16	16	3.1	\$1,696.32
Sr. Civil Engineer	\$35.20	1	1	3.1	\$109.12
Civil Engineer	\$17.00	8	8	3.1	\$421.60
Mech Engineer	\$23.40	1	1	3.1	\$72.54
Environ Tech	\$17.33	4	4	3.1	\$214.89
CADD Technician	\$20.47	0	0	3.1	\$0.00
CADD Technician	\$18.74	109	109	3.1	\$6,332.25
Jr. CADD Technician	\$13.39	125	125	3.1	\$5,188.63
Drafting Technician	\$12.08	0	0	3.1	\$0.00
Technician	\$13.71	52	52	3.1	\$2,210.05
Subtotal					\$37,564.19

2. Other Direct Costs

a. Travel:

(1) NW Airlines: 1 Trips @ \$780.00ea. \$780.00
 W. Van Riper on 12/16/92

(2) Car Rental: 12/16/92 Trip @ \$112.57 \$112.57

Subtotal Travel \$892.57

b. CADD Use: 0 Hours @ \$10.00/hr. \$0.00

c. Printing: \$163.74

Total Final Design Services \$38,620.50

B. Special Services

1. Lichliter/Jameson & Associates

Total Surveying \$0.00

2. Geotechnical

Total Geotechnical \$0.00

3. Sanitary Sewage Analytical Testing

Total Sanitary Sewage Analytical Testing \$0.00

4. Flow Metering

Total Flow Metering \$0.00



AVIS 2 HEADQUARTERS

**THIS IS YOUR CONTRACT
READ TERMS CAREFULLY**

CHECK-OUT - Submit with DBR. Include attachments (voucher, ACTO, etc)
CAR RETURN- If cash paid or refunded, attach to cash reconciliation if
RA modified.

MINIMUM CHARGE IS 1 DAY (24 HRS) PLUS MILEAGE. REFUELING SERVICES ADD'L.

SEND INQUIRIES TO: AVIS RENT A CAR SYSTEM, INC.
(1)

DETROIT METRO APO P.O. BOX 10000 DETROIT, MI 48242 US			(6) DRIVER'S LICENSE NUMBER			AMOUNT DUE: USD		
(2) RENTAL AGREEMENT			(3) RENTING LOC.	(4) MVA NUMBER	(5) OWN. LOC.	(7) RETURN LOCATION	(8)	
(9) VEHICLE DESCRIPTION			(10) LICENSE NUMBER			(11) AGREED RETURN LOCATION		
(12) AGREED RETURN DATE/TIME			(13) IMPRINT AREA			(24) AUTHORIZATION NO. OUT/AMOUNT		
(25) TIME USED			(26) MILEAGE DETERMINED BY READING FACTORY INSTALLED ODOMETER			(27) DATE/TIME IN		
(28) MILEAGE CHARGES			(29) DATE/TIME OUT			(30) TOTAL MILEAGE DRIVEN		
RATE CODE (14)			CURR CODE			IF I DON'T COMPLY WITH ALL RULES FOR A SPECIAL RATE, THAT RATE IS VOID AND I WILL PAY A HIGHER RATE WHICH MAY INCLUDE MILEAGE CHARGES AND/OR ONE-WAY SERVICE FEES		
DISC.			ADD'L. HOURS			DAILY RATE		
WEEKLY RATE			ADD'L. DAYS			FREE MILEAGE		
(31) ADD'L. HRS			(32) DAYS			(33) WEEKS		
A REFUELING SERVICE CHARGE WILL BE APPLIED IF I CHOOSE TO RETURN THE CAR WITH LESS FUEL THAN WHEN RENTED, AS EXPLAINED ON REVERSE SIDE.			(15) COUPON NUMBER			(34)		
FUEL OUT			FUEL IN			(16A) REFUELING SERVICE CHG. PER MILE		
(16B) REFUELING SERVICE CHG. PER GAL			(35)			(36) ADJUSTMENTS		
(17) ADDITIONAL INFORMATION			(18) AWD NUMBER			(19) FREQUENT FLYER NO./REMARKS		
(20)			(21)			(40) WIZARD NUMBER		
VAN RIPER, WILBUR			ASHLAND TECH			12010 SUGAR SPRINGS		
HOUSTON, TX, 77042, US			(42A) MISC. CHARGES			(41) TIME AND MILEAGE CHARGE		
(42B) ADD'L. DRIVERS FEE /DRVR			(43) ONE WAY SVC FEE			(44) REFUELING SVC (TAXABLE)		
(45A) (LDW) LOSS DAMAGE WAIVER READ TERMS ON OTHER SIDE			I ACCEPT			RATE PER DAY		
I DON'T ACCEPT			(45)			(51A) (PAI) PERSONAL ACCIDENT INSURANCE		
I ACCEPT			RATE PER DAY			I DON'T ACCEPT		
(51B) (PEP) PERSONAL EFFECTS PROTECTION READ OTHER SIDE			I ACCEPT			RATE PER DAY		
I DON'T ACCEPT			(49) SUB TOTAL			(50) TAX		
(51C) (ALI) ADDITIONAL LIABILITY INSURANCE READ OTHER SIDE			I ACCEPT			RATE PER DAY		
I DON'T ACCEPT			(51) PAI, PEP, ALI (NON-TAXABLE)			(52) REFUEL SVC (NON-TAXABLE)		
(53A) DATE OF BIRTH			(53B) ADD'L. CHARGE			(54) TOTAL CHARGE		
(57) PREPAYMENT			(55) ON THE ROAD EXPENSES			(56) NET CHARGES		
(70) PREVIOUS MVA NUMBER			(71) MLS/KMS IN			(72) MLS/KMS DRIVEN		
(73) NO. OF VEHICLE EXCHANGES			(58) METHOD OF PAYMENT			(59) AMOUNT DUE		
(74) LAST EXCHANGE LOCATION			(75) EXCHANGE DATE/TIME			(76) REFUELING SRVC		
(77) ORIGINAL RENTAL LOC.			(78) EXTENDED TO			(79) AGENT ID		
(80) DATE			(81) OTHER EXPENSE DEDUCT AT FINAL CHECK-IN			(82) CASH REFUND EQUIV RENTING CURR		
(83) ACTUAL RETURN LOCATION			(84) RENTING AGENT ID			(85) RETURN AGENT ID		
(86) CASH REFUND RECEIVED			(87) CASH REFUND REC'D CHECKIN CURR			(88) SPACE NO		
(89) REFUND FROM TRAVEL AGENT			(90) REFUND FROM TRAVEL AGENT			(91) REFUND FROM TRAVEL AGENT		

Renters are NOT required to purchase Loss Damage Waiver (LDW). It is NOT mandatory. Before deciding to purchase, renter should check if own insurance covers damage to and loss of the car, the limit of coverage, and deductible. If renter does NOT accept LDW, renter may be liable for up to the retail fair market value (less salvage) of the car regardless of fault, unless ordinary negligence is excluded by law. Repairs are at Avis' cost. Read LDW terms on the other side. I acknowledge this Notice by my signature in Box 23 below.

(23) I have read and agree to the terms on both sides of this agreement. If I have presented a credit card for payment, all charges, including parking tickets, may be billed to the credit card and my signature below will be considered to have been made on the applicable credit card voucher.

199A-GEN (REV. 2/92) Page 1

14019 SOUTHWEST FRWY
 SUITE 407
 SUGAR LAND, TX 77478
 (713) 242-1776
 FAX: (713) 242-5587



Over 720 independently owned and operated travel agencies in North America.

(800) 526-8088 • UST CODE: E8551

Voyager Travel

RECONFIRM RETURNING AND CONTINUING RESERVATIONS 72 HOURS IN ADVANCE FOR INTERNATIONAL FLIGHTS AND SUGGEST 48 HOURS IN ADVANCE FOR DOMESTIC FLIGHTS. CAUTION: TICKETS HAVE VALUE. IF UNUSED, PLEASE RETURN FOR CREDIT OR REFUND.

59006

VAN RIPER/WILBUR

CONSOER TOWNSEND AND ASSOC
 10700 RICHMOND AVE
 HOUSTON TX 77042
 ATTN ROBIN

DATE: DEC 14 1992

C10005

AIRLINE	FLIGHT	CL	DATE	FROM	TO	DEPARTS	ARRIVES	STAT
NORTHWEST	274	Y	16DEC	HOUSTON HOBBY	DETROIT METRO	415P	753P	OK
	SEAT 210			WED D9S NONSTOP	DINNER			
NORTHWEST	271	Y	18DEC	DETROIT METRO	HOUSTON HOBBY	935A	1148A	OK
	SEAT 120			FRI D9S NONSTOP	BREAKFAST			
AIR FARE						709.10	TAX 70.90	TOTAL 780.00
INVOICE NUMBER						59006	TOTAL INVOICE	\$780.00
PAYMENT - AX3728 632042 61003 EXP 1193								

VAN RIPER/WILBUR
 KEN - BARBARA

TICKET 0121566495331

 IF EMERGENCY ASSISTANCE IS REQUIRED
 24 HOURS A DAY
 DIAL OUR UNIGLOBE 7-24 BLUELINE AT
 1-800-526-8088 UST CODE E8551

 THIS IS A RESTRICTED TICKET. ANY CHANGES MADE TO
 THE ITINERARY WILL RESULT IN AT LEAST A \$25 PENALTY.
 PLEASE NOTE SOUTHWEST DOES NOT PREASSIGN SEATS.

DELIVER BY 15DEC

THANK YOU FOR CHOOSING UNIGLOBE VOYAGER

PASSENGER TICKET AND BAGGAGE CHECK
 SUBJECT TO CONDITIONS OF CONTRACT
 NOT TRANSFERABLE

IN/59006

AN-C10005

PASSENGER RECEIPT

X BOARDING PASS X

ARC FLIGHT COUPON

TOUR CODE

AGENT CODE

NAME OF PASSENGER

ISSUED BY NORTHWEST AIRLINES I XXXXX

045855106

VAN RIPER/WILBUR

UNIGLOBE VOYAGER TRAVEL SUGARLAND TX

TXUS14DEC92

HOUSTONW 274Y 16DEC

VAN RIPER/WILBUR

CNLSLF/15 Y26

FROM ODTWHOUNW 271Y 18DEC

NOT VALID FOR THIS IS YOUR RECEIPT

TRANSPORTATION

SUBJECT TO PENALTY

FP AX3728 632042 61003 EXP 1193 000026 /FC 16DEC9

2 HOU NW DTT354.55Y26NW HOU354.55Y26USD709.10END

ALIGN HERE

STOCK 1186

4-91

PRINTED IN U.S.A. BY RANDOMALLY

FARE USD 709.10
 TAX US 70.90
 TOTAL USD 780.00

EQUIV FARE PD.
 STOCK CONTROL NO. TX 889 CK
 22628637312

CPN 0 012 1566495331 1

ALLOW PCS WT UNKX

PCS WT UNKX BAGGAGE ID NUMBER
 NOT VALID FOR TRAVEL
 0 012 1566495331 1

UNIGLOBE VOYAGER TRAVEL SUGARLAND TX

Project Budget Summary: Farmers Branch/Addison Sanitary Intceptor Sewer Tunnel

Invoice No.:		53755	53844	53913	53968	54083	54119	54186	54295	54450	54510	54576	54671	
	Contract Amount	01/92	02/92	03/92	04/92	05/92	06/92	07/92	08/92	09/92	10/92	11/92	12/92	Total Billed
BASIC SVCS	\$607,984.00	\$8,301.64	\$18,819.76	\$36,846.10	\$33,734.11	\$35,993.25	\$52,938.37	\$35,373.79	\$38,099.07	\$33,532.31	\$38,620.33	\$35,401.04	\$37,564.19	\$405,223.96
CT&A Design:	\$522,632.00	\$7,721.14	\$16,971.01	\$33,603.10	\$31,168.36	\$31,027.50	\$51,216.37	\$33,447.79	\$38,099.07	\$33,532.31	\$38,620.33	\$35,401.04	\$37,564.19	\$388,372.21
L/J Design:	\$15,312.00	\$580.50	\$1,848.75	\$3,243.00	\$2,565.75	\$4,965.75	\$1,722.00							\$14,925.75
Jay Dee Cnstr:	\$70,040.00							\$1,926.00						\$1,926.00
DIRECT COSTS	\$23,340.00	\$757.82	\$412.89	\$1,234.41	\$1,491.42	\$1,486.57	\$2,860.49	\$1,578.34	\$3,047.76	\$3,391.26	\$2,305.76	\$1,021.83	\$1,056.31	\$20,644.86
printing:	\$5,500.00					\$102.53	\$111.85	\$88.34	\$62.55	\$230.76	\$495.50	\$424.17	\$163.74	\$1,679.44
travel:	\$4,000.00	\$517.82	\$192.89	\$504.41	\$216.42	\$184.04	\$618.64		\$420.21	\$575.50	\$580.26	\$422.66	\$892.57	\$5,125.42
CADD:	\$13,840.00	\$240.00	\$220.00	\$730.00	\$1,275.00	\$1,200.00	\$2,130.00	\$1,490.00	\$2,565.00	\$2,585.00	\$1,230.00	\$175.00		\$13,840.00
TOTAL BASIC:	\$631,324.00	\$9,059.46	\$19,232.65	\$38,080.51	\$35,225.53	\$37,479.82	\$55,798.86	\$36,952.13	\$41,146.83	\$36,923.57	\$40,926.09	\$36,422.87	\$38,620.50	\$425,868.82
SPECIAL SVCS														
Surveying:	\$92,896.00	\$8,943.00	\$24,089.50	\$8,141.00	\$7,356.50	\$22,840.50	\$12,122.00	\$1,763.00				\$7,422.00		\$92,677.50
Esmts, Legal:	\$49,408.00			\$7,040.00	\$2,363.50	\$12,408.50	\$28,195.00	(\$599.00)						\$49,408.00
TOTAL SRVY:	\$142,304.00	\$8,943.00	\$24,089.50	\$15,181.00	\$9,720.00	\$35,249.00	\$40,317.00	\$1,164.00	\$0.00	\$0.00	\$0.00	\$7,422.00	\$0.00	\$142,085.50
Geotechnical:	\$183,500.00	\$2,400.00	\$27,465.17	\$34,312.61	\$34,864.68	\$10,874.50	\$15,417.20		\$13,311.50	\$3,173.25	\$584.25			\$142,403.16
Anlytcl Tests:	\$3,195.00													\$0.00
Flow Metering:	\$4,500.00						\$4,500.00							\$4,500.00
TOTAL SPECIAL:	\$333,499.00	\$11,343.00	\$51,554.67	\$49,493.61	\$44,584.68	\$46,123.50	\$60,234.20	\$1,164.00	\$13,311.50	\$3,173.25	\$584.25	\$7,422.00	\$0.00	\$288,988.66
PROJECT TOTAL	\$964,823.00	\$20,402.46	\$70,787.32	\$87,574.12	\$79,810.21	\$83,603.32	\$116,033.06	\$38,116.13	\$54,458.33	\$40,096.82	\$41,510.34	\$43,844.87	\$38,620.50	\$714,857.48

Project Billing Summary: Farmers Branch/Addison Sanitary Intceptor Sewer Tunnel

Invoice No.:	53755	53844	53913	53968	54083	54119	54186	54295	54450	54510	54576	54671	
Billing Month:	01/92	02/92	03/92	04/92	05/92	06/92	07/92	08/92	09/92	10/92	11/92	12/92	
Check Number:	0306	0306	0307	0308	0311	0310	0310	0312	0313				
TOTALS													Total
Original Amount Billed:	\$20,613.87	\$71,179.47	\$87,574.12	\$79,810.21	\$83,603.32	\$119,350.06	\$38,116.13	\$54,458.33	\$40,096.82	\$41,510.34	\$43,844.87	\$38,620.50	\$718,778.04
Adjusted Billing:	\$20,402.46	\$70,787.32	\$87,574.12	\$79,810.21	\$83,603.32	\$116,033.06	\$38,116.13	\$54,458.33	\$40,096.82	\$41,510.34	\$43,844.87	\$38,620.50	\$714,857.48
Payment Received:	\$20,613.87	\$71,179.47	\$87,574.12	\$79,810.21	\$83,603.32	\$117,197.06	\$36,952.13	\$53,854.77	\$40,096.82				\$590,881.77
Payment Due:	(\$211.41)	(\$392.15)	\$0.00	\$0.00	\$0.00	(\$1,164.00)	\$1,164.00	\$603.56	\$0.00	\$41,510.34	\$43,844.87	\$38,620.50	\$123,975.71
Contract Amount Balance:	\$944,209.13	\$873,029.66	\$785,455.54	\$705,645.33	\$622,042.01	\$504,844.95	\$467,892.82	\$414,038.05	\$373,941.23	\$373,941.23	\$373,941.23	\$373,941.23	\$373,941.23

*
714,857.48
*
364,857.48

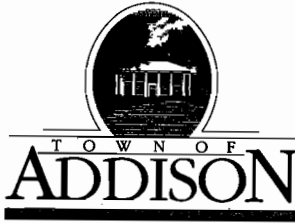
To - file

***** UF-250 ***** -JOURNAL- ***** DATE NOV-23-1992 ***** TIME 11:33 *****

NO.	COM	DOC	DURATION	X/R	IDENTIFICATION	DATE	TIME	DIAGNOSTIC
17	OK	01	00:00'32	XMT	T	2416305	NOV-23 11:33	840450AC7820

-TOWN OF ADDISON -

***** -PANASONIC- ***** 214 960 7684- *****



Post Office Box 144 Addison, Texas 75001

5300 Belt Line Road

(214) 450-7017

November 23, 1992

Mr. Gary M. Oshel
Assistant City Engineer
City of Farmers Branch
P.O. Box 819010
Farmers Branch, TX 75381-9010

RE: NDCWSC - Consoer Townsend Progress Payment
No. 10 - Invoice 54510

Dear Gary:

The Town of Addison concurs with your recommendation and does not object to the payment of Invoice No. 54510 to Consoer Townsend and Associates for \$41,510.34.

Sincerely,

John R. Baumgartner, P.E.

JRB:dm

Post-It™ brand fax transmittal memo 7671		# of pages ▶ 1
To Gary Oshel	From John Baumgartner	
Co. Farmers Branch	Co.	
Dept.	Phone # 450-7018	
Fax # 241-6305	Fax #	



November 17, 1992

Mr. John Bumgartner, P.E.
City Engineer
Town of Addison
P.O. Box 144
Addison, Texas 75001

RE: NDCWSC ENGINEERING INVOICE FOR AUGUST

Attached is a copy of Consoer Townsend and Associates' progress payment request No. 10 for October, including support documentation and summary. I have examined their request and find that it is reasonable and should be paid.

Please review the enclosed documentation for approval of payment on behalf of the Town of Addison. Please respond if you concur, so I may process this request for payment. You may fax your response to Engineering Department, 241-6305.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Gary M. Oshel
Assistant City Engineer

GMO/en

Attachments: Consoer Townsend Invoice No. 54510
Support Documentation
Project Summary

PAYMENTS\CT&A.ADD

ENGINEERING
PLANNING
MANAGEMENT

November 12, 1992

North Dallas County Water Supply Corp.
P.O. Box 819010
City of Farmers Branch, Texas 75381-9010

Attn: Mr. Jerry Murawski, P.E.

Re: Sanitary Interceptor Sewer Tunnel
Contract Dated January 6, 1992
Consoer Townsend Project No. 3648

RECEIVED
NOV 16 1992
ENGINEERING DEPT.

10700 RICHMOND AVENUE

Partial Payment Request No. 10 - Invoice No. 54510

For Engineering services rendered in preparation of plans and specifications for a sanitary interceptor sewer tunnel serving portions of the City of Farmers Branch and the Town of Addison in accordance with Notice to Proceed dated January 9, 1992.

SUITE 275

A. Final Design Services	
Maximum Billing Amount	\$631,324.00
Amount Billed thru October 23, 1992	\$350,825.45
Less Previously Invoiced	\$309,899.36
Amount Due this Invoice	<u>\$40,926.09</u>

HOUSTON, TX 77042

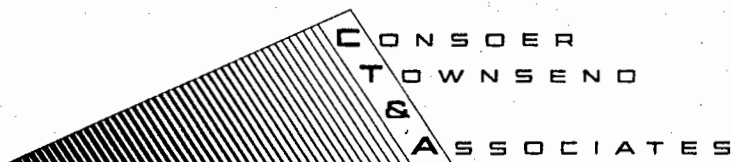
B. Special Services	
1. Surveying and Easements	
Maximum Billing Amount	\$142,304.00
Amount Billed thru October 23, 1992	\$134,663.50
Less Previously Invoiced	\$134,663.50
Amount Due this Invoice	<u>\$0.00</u>

FAX 713/780-7193

2. Geotechnical	
Maximum Billing Amount	\$183,500.00
Amount Billed thru October 23, 1992 for Soil Borings, Environmental & Water Quality Assessment	\$142,403.16
Less Previously Invoiced	\$141,818.91
Amount Due this Invoice	<u>\$584.25</u>

713/780-7168

3. Sanitary Sewage Analytical Testing	
Maximum Billing Amount	\$3,195.00
Amount Billed thru October 23, 1992	\$0.00
Less Previously Invoiced	\$0.00
Amount Due this Invoice	<u>\$0.00</u>



4. Flow Metering	
Maximum Billing Amount	\$4,500.00
Amount Billed thru October 23, 1992	\$4,500.00
Less Previously Invoiced	<u>\$4,500.00</u>
Amount Due this Invoice	\$0.00
Total Amount Due This Invoice	<u><u>\$41,510.34</u></u>

• See Attachment 'A' for Billing Summary



ATTACHMENT 'A'
NORTH DALLAS COUNTY WATER SUPPLY CORPORATION
BILLING SUMMARY

Partial Payment Billing Summary No. 10
 CT&A Billing Period September 26, 1992 thru October 23, 1992
 Southwestern Laboratories Billing Period October, 1992

A. Final Design Services

1. Consoer Townsend & Associates

<u>Position</u>	<u>Base Salary</u>	<u>Hours</u>	<u>Multiplier</u>	<u>Cost</u>
Project Director	\$37.33	8	3.1	\$925.78
Project Manager	\$37.33	85	3.1	\$9,836.46
Project Engineer	\$28.35	83	3.1	\$7,294.46
Structural Engineer	\$29.22	64	3.1	\$5,797.25
Civil Engineer	\$27.51	4	3.1	\$341.12
Drafting Technician	\$12.08	68	3.1	\$2,546.46
CADD Technician	\$18.74	98	3.1	\$5,693.21
Jr. CADD Technician	\$13.39	64	3.1	\$2,656.58
Technician	\$13.71	26	3.1	\$1,105.03
Sr. Environ Tech	\$27.51	16	3.1	\$1,364.50
Environ Tech	\$19.83	5	3.1	\$307.37
Environ Tech	\$17.33	14	3.1	\$752.12
Subtotal				\$38,620.33

2. Other Direct Costs

		<u>Cost</u>
a. Travel:		
(1) SW Airlines:	2 Trips @ \$158.00ea.	\$316.00
	1 Trips @ \$128.00ea.	\$128.00
	W. Van Ripper on 9/30/92, 10/11/92 & 10/2/92	
(2) Car Rental:		
	9/30/92 Trip @ \$42.68	
	10/11/92 Trip @ \$48.83	
	10/22/92 Trip @ \$44.75	\$136.26
Subtotal Travel		\$580.26
b. CADD Use:	123 Hours @ \$10.00/hr.	\$1,230.00
c. Printing:		\$495.50
Total Final Design Services		\$40,926.09

B. Special Services

1. Lichliter/Jameson & Associates

Total Surveying		\$0.00
-----------------	--	--------

2. Geotechnical

<u>a. Environmental:</u>	<u>Date</u>	<u>Inv. No.</u>	<u>Cost</u>
	October, 1992	2404271	\$584.25
<u>b. Soil Borings:</u>	<u>Date</u>	<u>Inv. No.</u>	<u>Cost</u>
	0	0	\$0.00
Total Geotechnical			\$584.25

3. Sanitary Sewage Analytical Testing

Total Sanitary Sewage Analytical Testing		\$0.00
--	--	--------

4. Flow Metering

Total Flow Metering		\$0.00
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SWL SOUTHWESTERN LABORATORIES, INC.

A MEMBER OF THE HIH GROUP OF COMPANIES

Materials, environmental and geotechnical engineering, nondestructive, metallurgical and analytical services

1225 North Loop West • P.O. Box 8768, Houston, Texas 77249 • 713/869-7913

INVOICE

PAGE 1

CLIENT:

CONSOER TOWNSEND AND ASSOC.
ATTN MR. WILBUR VAN RIPER, PE
10700 RICHMOND AVE. STE 275
HOUSTON TX 77042

INVOICE NO.: 2404271

INVOICE DATE: 10/31/92

CLIENT NO.: 21616552

PROJECT INFORMATION: 92-050 PROP. SANITARY INTERCEPTOR SEWER, FARMERS BRCH ADDISON, TX

FOR QUESTIONS CONCERNING INVOICE PH# 214/631-2700

DATE OF SERVICES	REPORT NUMBER	DESCRIPTION	UNITS	RATE	TOTAL
10/03/92	92050	SOIL BORING/FT	25.00	9.15	228.75
10/03/92	92050	MOISTURE/DENSITY	2.00	15.00	30.00
10/03/92	92050	PLASTIC & LIQUID LIMITS. EACH	1.00	39.50	39.50
10/03/92	92050	MOISTURE CONTENT. EACH	2.00	3.00	6.00
10/03/92	92050	UNCONFINED COMPRESSION-SOIL. EACH	1.00	27.50	27.50
10/03/92	92050	PROJECT ENGINEER. HR.	3.00	75.00	225.00
10/03/92	92050	TECHNICIAN-CLEAR UTILITIES	1.00	27.50	27.50

TERMS: TOTAL INVOICE AMOUNT DUE UPON RECEIPT OF INVOICE. ACCOUNTS NOT PAID WITHIN 30 DAYS AFTER INVOICE DATE ARE SUBJECT TO A 1 1/4% LATE CHARGE PER MONTH UNTIL PAID.

ORIGINAL COPY INVOICE TOTAL 584.25

PASSENGER TICKET AND BAGGAGE CHECK 0673 50944 54986
 SUBJECT TO CONDITIONS OF CONTRACT
 NOT TRANSFERABLE

ARC **FLIGHT COURON** **TOUR CODE** **AGENT CODE**
 SOUTHWEST AIRLINES XXXX
 NAME OF ISSUING AGENT RITA BAILEY TRAVEL HOUSTON TXUS29SEP92
 NAME OF PASSENGER VANRIPER/WILBUR 50R50K/UA YX 35880/

NOT VALID FOR TRANSPORTATION **THIS IS YOUR RECEIPT** **R4TPR**

FP AX372863204261003/ 28 FC 30SEP HOU WN DAL
 71.82 WN HOU 71.82 \$143.64 END
 9/30 - 158.00

FARE USD143.64
 TAX US14.36
 TOTAL USD158.00

STOCK CONTROL NO. TX 888 CK CPN DOCUMENT NUMBER
 68706406624 0 526 1493246691 3

NOT VALID FOR TRAVEL
 0 526 1493246691 3

PASSENGER TICKET AND BAGGAGE CHECK 2063 51184 55244
 SUBJECT TO CONDITIONS OF CONTRACT
 NOT TRANSFERABLE

ARC **FLIGHT COURON** **TOUR CODE** **AGENT CODE**
 SOUTHWEST AIRLINES XXXX
 NAME OF ISSUING AGENT RITA BAILEY TRAVEL HOUSTON TXUS70OCT92
 NAME OF PASSENGER VANRIPER/WILBUR 5N96B2/UA MULTI 75880/

NOT VALID FOR TRANSPORTATION **THIS IS YOUR RECEIPT** **R4TPR**

FP AX372863204261003/ 33 FC 11OCT HOU WN DAL
 44.55HWR WN HOU 71.82HXR USD116.37 END
 10/12 128.00

FARE USD116.37
 TAX US11.63
 TOTAL USD128.00

STOCK CONTROL NO. TX 888 CK CPN DOCUMENT NUMBER
 68706420648 0 526 1494723210 5

NOT VALID FOR TRAVEL
 0 526 1494723210 5

PASSENGER TICKET AND BAGGAGE CHECK IN/57375 AN-C10005
 SUBJECT TO CONDITIONS OF CONTRACT
 NOT TRANSFERABLE

ARC **FLIGHT COURON** **TOUR CODE** **AGENT CODE**
 SOUTHWEST AIRLINES XXXXX
 NAME OF ISSUING AGENT UNIGLOBE VOYAGER TRAVEL SUGARLAND TX TXUS21OCT92
 NAME OF PASSENGER VANRIPER/WILBUR C103CRZ15 YX 00557/

NOT VALID FOR TRANSPORTATION **THIS IS YOUR RECEIPT** **KH-KH**

FP AX3728 632042 61003 EXP 1192 000033 /FC 22OCT9
 2 HOU WN DAL/71.82YX WN HOU/71.82YX USD143.64END
 10/22 158.00

FARE USD 143.64
 TAX US 14.36
 TOTAL USD 158.00

STOCK CONTROL NO. TX 888 CK CPN DOCUMENT NUMBER
 22031854095 0 526 1564679940 3

NOT VALID FOR TRAVEL
 0 526 1564679940 3

BOARDING PASS
 VANRIPER/WILBUR
 HOUDALWN 12Y 22OCT
 DALHOOWN 47Y 22OCT



LOVE FIELD APT 214-574-3400
 RENTAL: 10/22/92 0927 01202
 RETURN: 10/22/92 1623 LOVE FIELD APT 01202
 CONSOER TOWNSEND & A 5815945

RETURN RA HC87618-1

OWN 012 VEH D227683 WILBUR VAN RIPER 12010 SUGAR SPRINGS
 LIC TX HFT376 HOUSTON TX 77042
 MILES IN: 9767 OUT: 9745 DRIVEN: 22

FINAL CHARGES
 RATE CHG \$ 38.00
 *TOTAL T&M \$ 38.00
 REFUEL SC \$ 2.95
 NET DUE \$ 40.95
 TAX10.000% \$ 3.80
 AMT DUE \$ 44.75

RATE SIM RATE CLASS F MIN RENTAL DAYS 1

\$38.00/DLY \$12.50/HR
 \$38.00/ 1

\$ 2.540/GAL NT REFUEL SC \$.134/MI

PAID BY AX 372863204262001 11/92 AUTH:#000026 \$ 80 10/22/92

NDCWSC

CUSTOMER CONFIRMED RENTAL WAS SATISFACTORY

THANK YOU FOR RENTING WITH NATIONAL

COPY ONE

* TAXABLE CHARGES



LOVE FIELD APT 214-574-3400
 RENTAL: 9/30/92 1030 01202
 RETURN: 9/30/92 1644 LOVE FIELD APT 01202
 CONSOER TOWNSEND & A 5815945

RETURN RA HCB6039-4

OWN 012 VEH D229525 WILBUR VAN RIPER 12010 SUGAR SPRINGS
 LIC TX HFY54H HOUSTON TX 77042
 MILES IN:11512 OUT:11489 DRIVEN: 23

FINAL CHARGES
 RATE CHG \$ 36.00
 *TOTAL T&M \$ 36.00
 REFUEL SC \$ 3.08
 NET DUE \$ 39.08
 TAX10.000% \$ 3.60
 AMT DUE \$ 42.68

RATE SIM RATE CLASS F MIN RENTAL DAYS 1

\$36.00/DLY \$12.00/HR
 \$36.00/ 1

\$ 2.540/GAL NT REFUEL SC \$.134/MI

PAID BY AX 372863204262001 11/92 AUTH:#000024 \$ 50 9/30/92
 ADDL AUTH:#000028 \$ 13 9/30/92

NDCWSC

CUSTOMER CONFIRMED RENTAL WAS SATISFACTORY

THANK YOU FOR RENTING WITH NATIONAL

COPY ONE

* TAXABLE CHARGES



Paper-Less Express

LOVE FIELD APT 214-574-3400
RENTAL: 10/11/92 1837 01202
RETURN: 10/12/92 1721 LOVE FIELD APT 01202
CONSOER TOWNSEND & A

RETURN RA HC86867-6

OWN 012 VEH D226272 WILBUR VAN RIPER 12010 SUGAR SPRINGS
LIC TX HFT01Y HOUSTON TX 77042
MILES IN:15994 OUT:15966 DRIVEN: 28

FINAL CHARGES
RATE CHG \$ 40.98
*TOTAL T&M \$ 40.98
REFUEL SC \$ 3.75
NET DUE \$ 44.73
TAX10.000% \$ 4.10
AMT DUE \$ 48.83

RATE ALT4 RATE CLASS F MIN RENTAL DAYS 1
\$40.98/DLY \$286.86/WK \$13.50/HR
\$40.98/ 1

\$ 2.540/GAL NT REFUEL SC \$.134/MI

PAID BY AX 372863204262001 11/92 AUTH:#000029 \$ 50 10/11/92

NDCWSC

CUSTOMER CONFIRMED RENTAL WAS SATISFACTORY

THANK YOU FOR RENTING WITH NATIONAL

* TAXABLE CHARGES COPY ONE



TRIANGLE REPRODUCTIONS, INC.

8450 Westpark #100 • Houston, Texas 77063
713/780-0236 • FAX: 713/780-2417

PLEASE MAIL REMITTANCE TO:
P.O. BOX 630969 HOUSTON, TEXAS 77263-0969

Invoice No. 640759

CUSTOMER'S ORDER NO. 3648-00

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CONSOER, TOWNSEND & ASSOC.
10700 RICHMOND #275 05
HOUSTON, TX 77042

DATE _____

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11 3 92

01-012505

QUANTITY			ITEM	TOTAL SQ. FT.	PROD. CODE	UNIT PRICE	AMOUNT
ORDERED	SHIPPED	BACK ORDER					
52	52		Blue lines 24x36	312	21		51.97

APPROVED FOR PAYMENT

DATE: 11/10

JOB NO: 3648-00

BY: [Signature]

- ITEMS BACK ORDERED WILL BE SHIPPED AT A LATER DATE
- THIS COMPLETES YOUR BACK ORDER

ORIGINAL INVOICE
PLEASE PAY FROM THIS COPY. NET 30 DAYS
1 1/2% INTEREST CHARGED ON ACCOUNTS OVER 30 DAYS.

SUB-TOTAL	51.97
TAX	4.29
TOTAL	56.26

RECEIVED BY _____ THANK YOU 51.97

ANNUAL INTEREST RATE OF 18% CHARGED ON PAST DUE ACCOUNTS.
ORIGINAL



TRIANGLE REPRODUCTIONS, INC.

8450 Westpark #100 • Houston, Texas 77063
713/780-0236 • FAX: 713/780-2417

PLEASE MAIL REMITTANCE TO:
P.O. BOX 630969 HOUSTON, TEXAS 77263-0969

Invoice No. 640828

CUSTOMER'S ORDER NO. 3648-07

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CONSOER, TOWNSEND & ASSOC.
10700 RICHMOND #275 05
HOUSTON, TX 77042

DATE 11 4 92

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QUANTITY			ITEM	TOTAL SQ. FT.	PROD. CODE	UNIT PRICE	AMOUNT
ORDERED	SHIPPED	BACK ORDER					
10	10		Blue lines	60	21		15 03
30	30		folds		21	.02	60
APPROVED FOR PAYMENT							
DATE: 11/10							
JOB NO: 3648-10							
BY: RB							

ITEMS BACK ORDERED WILL BE SHIPPED AT A LATER DATE

THIS COMPLETES YOUR BACK ORDER

ORIGINAL INVOICE

PLEASE PAY FROM THIS COPY. NET 30 DAYS
1 1/2% INTEREST CHARGED ON ACCOUNTS OVER 30 DAYS.

SUB-TOTAL	15 63
TAX	
TOTAL	15 63

RECEIVED BY

Mark D. Houston

THANK YOU

ANNUAL INTEREST RATE OF 18% CHARGED ON PAST DUE ACCOUNTS.

ORIGINAL



TRIANGLE REPRODUCTIONS, INC.

8450 Westpark #100 • Houston, Texas 77063
713/780-0236 • FAX: 713/780-2417

PLEASE MAIL REMITTANCE TO:
P.O. BOX 630969 HOUSTON, TEXAS 77263-0969

Invoice No. **640299**

CUSTOMER'S ORDER NO. 3648-00

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CONSOER. TOWNSEND & ASSOC.
10730 RICHMOND #275 05
HOUSTON, TX 77042
01-012595

DATE _____

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QUANTITY			ITEM	TOTAL SQ. FT.	PROD. CODE	UNIT PRICE	AMOUNT
ORDERED	SHIPPED	BACK ORDER					
64	64		Bluehires 24x36	384	21		6061

APPROVED FOR PAYMENT
DATE: 11/3
JOB NO: 3648-00
BY: RB

- ITEMS BACK ORDERED WILL BE SHIPPED AT A LATER DATE
- THIS COMPLETES YOUR BACK ORDER

ORIGINAL INVOICE
PLEASE PAY FROM THIS COPY. NET 30 DAYS
1 1/2% INTEREST CHARGED ON ACCOUNTS OVER 30 DAYS.

SUB-TOTAL	6061
TAX	
TOTAL	6061

RECEIVED BY

THANK YOU

ANNUAL INTEREST RATE OF 18% CHARGED ON PAST DUE ACCOUNTS.
ORIGINAL



TRIANGLE REPRODUCTIONS, INC.

8450 Westpark #100 • Houston, Texas 77063
713/780-0236 • FAX: 713/780-2417

PLEASE MAIL REMITTANCE TO:
P.O. BOX 630969 HOUSTON, TEXAS 77263-0969

Invoice No. 638871

CUSTOMER'S ORDER NO. 3648-00

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CONSOER, TOWNSEND & ASSOC.
10700 RICHMOND #275 05
HOUSTON, TX 77042

DATE 10 5 92

01-012505

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Jeresa

QUANTITY			ITEM	TOTAL SQ. FT.	PROD. CODE	UNIT PRICE	AMOUNT	
ORDERED	SHIPPED	BACK ORDER						
448	448		Blacklines 24x36	2688	21		337	09
APPROVED FOR PAYMENT								
DATE: 10/13/98								
JOB NO: 3648								
BY: [Signature]								

ITEMS BACK ORDERED WILL BE SHIPPED AT A LATER DATE

THIS COMPLETES YOUR BACK ORDER

ORIGINAL INVOICE

PLEASE PAY FROM THIS COPY, NET 30 DAYS

1 1/2% INTEREST CHARGED ON ACCOUNTS OVER 30 DAYS.

SUB-TOTAL	337	09
TAX		
TOTAL	337	09

RECEIVED BY

Mark Hinton

THANK YOU

ANNUAL INTEREST RATE OF 18% CHARGED ON PAST DUE ACCOUNTS.

ORIGINAL



TRIANGLE REPRODUCTIONS, INC.

8450 Westpark #100 • Houston, Texas 77063
713/780-0236 • FAX: 713/780-2417

PLEASE MAIL REMITTANCE TO:
P.O. BOX 630969 HOUSTON, TEXAS 77263-0969

Invoice No. 639432

CUSTOMER'S ORDER NO. 3648

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CONSOLR. TOWNSEND & ASSOC.
10700 RICHMOND #275 05
HOUSTON, TX 77042

01-012595

DATE 10 13 92

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Bruce

QUANTITY			ITEM	TOTAL SQ. FT.	PROD. CODE	UNIT PRICE	AMOUNT
ORDERED	SHIPPED	BACK ORDER					
2	2		920 Bond 24x28	10	26	1.40	14.00

APPROVED FOR PAYMENT

DATE: 10/19/93

JOB NO: 3648-00

BY: *RB*

ITEMS BACK ORDERED WILL BE SHIPPED AT A LATER DATE

THIS COMPLETES YOUR BACK ORDER

ORIGINAL INVOICE

PLEASE PAY FROM THIS COPY. NET 30 DAYS
1 1/2% INTEREST CHARGED ON ACCOUNTS OVER 30 DAYS.

SUB-TOTAL	14.00
TAX	—
TOTAL	14.00

RECEIVED BY *Bruce*

THANK YOU

ANNUAL INTEREST RATE OF 18% CHARGED ON PAST DUE ACCOUNTS.

ORIGINAL



TRIANGLE REPRODUCTIONS, INC.

8450 Westpark #100 • Houston, Texas 77063
713/780-0236 • FAX: 713/780-2417

PLEASE MAIL REMITTANCE TO:
P.O. BOX 630969 HOUSTON, TEXAS 77263-0969

Invoice No. 639521

CUSTOMER'S ORDER NO. 3648.00

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CONSOER, TOWNSEND & ASSOC.
13702 RICHMOND #275 05
HOUSTON, TX 77042

DATE 10 15 92

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Pat

QUANTITY			ITEM	TOTAL SQ. FT.	PROD. CODE	UNIT PRICE	AMOUNT
ORDERED	SHIPPED	BACK ORDER					
11	11		Blackline 24x36	66	21		16.20

APPROVED FOR PAYMENT

DATE: 10/19/93

JOB NO: 3648-00

BY: RB

ITEMS BACK ORDERED WILL BE SHIPPED AT A LATER DATE

THIS COMPLETES YOUR BACK ORDER

ORIGINAL INVOICE

PLEASE PAY FROM THIS COPY. NET 30 DAYS
1 1/2% INTEREST CHARGED ON ACCOUNTS OVER 30 DAYS.

SUB-TOTAL	16.20
TAX	+1.34
TOTAL	17.54

RECEIVED BY

B. R. [Signature]

THANK YOU

16.20

ANNUAL INTEREST RATE OF 18% CHARGED ON PAST DUE ACCOUNTS.

ORIGINAL

*File with
sewer data
JB*



Dallas Water Utilities

City Hall • Dallas, Texas 75277 • 214/870-3146

December 4, 1991

Post-It™ brand fax transmittal memo 7871		# of pages
To	DON PREECE	From PHIL BOYD
Co.		Co.
Dept.		Phone # 670-5887
Fax # 931-6643		Fax # 670-3154

Donald F. Preece
 Director of Utilities
 Town of Addison
 P.O. Box 144
 Addison, Texas 75001

Dear Don:

As an option for sewer service during the construction of the sewer tunnel to the Trinity River Authority, Dallas Water Utilities is willing to provide the Town of Addison with the additional wastewater service on a temporary basis. It appears that this temporary service is within the scope of our current wholesale wastewater contract; however, we are continuing to review the contract provisions to determine if a contract amendment will be required and we will advise you when our review is complete.

Based upon your request, this temporary wastewater service will have to meet the following requirements:

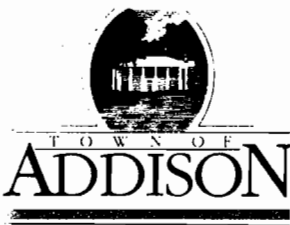
1. Average daily flow should be 250 gpm and the maximum daily flow should not exceed 0.5 MGD.
2. Temporary service period should not exceed five years.
3. Point of entry should be through the existing metering station at Dallas North Tollway south of Bent Tree Forest Drive (Addison Branch / Arapaho Metering Station).

As always, we are pleased to assist the Town of Addison. Please let me know when your evaluation of alternatives for the wastewater service is completed and you have determined which alternative meets your needs. Please call me if you have any questions or need additional information.

Sincerely,

W. David Ryburn
 Manager
 Wholesale Services Division

c: Roger Proza
 Matalyn Harp
 Daniel Saldana



UTILITIES DEPARTMENT

(214) 450-2879 FAX (214) 931-6643

Post Office Box 144, Addison, Texas 75001

16801 Westgrove

*Rex -
file under Farmers Branch
sewer.
JRB*

November 21, 1991

W. David Ryburn
Manager Wholesale Services Division
Dallas Water Utilities
Dallas, Texas 75277

Dear David:

As you are aware the Cities of Addison and Farmers Branch are in the process of solving our sewer problems by building a sewer tunnel to the Trinity River Authority. The tunnel should be completed within the next three and at the latest five years. Our immediate problem is we are nearing capacity in the existing sewer system in the Farmers Branch drainage area.

Addison faces a unique problem in the Metro-plex area. We are experiencing a building boom in the Farmers Branch drainage basin. We need to temporarily divert approximately 250 gallon of sewage per minute to another drainage basin to allow continued progress within the Town of Addison. At the present time we have three sewer meter connections into the Dallas sewer system utilizing less than one tenth of the capacity of those metering stations. We would propose to build a temporary sewage pump station to divert sewage at a constant rate of approximately 250 gpm to the Dallas system until such time as the sewer tunnel is completed. We are also seeking other alternatives solutions to this temporary problem, although diverting sewer to Dallas may be the best solution.

I would appreciate your assistance in gaining approval for us to temporarily utilize a portion of the unused sewer capacity we have in the Dallas sewer system. Needless to say, an immediate answer is needed to allow continuing progress within the Town of Addison. Thank you for your assistance in this matter and please call me if you have any questions or would like to discuss this further.

Sincerely,

Donald F. Preece
Director of Utilities

cc. Ron Whitehead
John Baumgartner ✓
Phil Boyd

Hutchison Boyle Brooks & Fisher

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

3900 FIRST CITY CENTER
DALLAS, TEXAS 75201-4622
(214) 754-8600
FAX (214) 754-0840

AUSTIN OFFICE:
1000 SAN JACINTO CENTER TOWN LAKE
AUSTIN, TEXAS 78701-4039
(512) 477-4121
FAX (512) 477-4136

MEMORANDUM

TO: Mr. Richard Escalante, City Manager
City of Farmers Branch

Mr. Ron Whitehead, Town Manager
Town of Addison

FROM: Ray Hutchison

DATE: October 22, 1990

RE: Second Draft, Interlocal Agreement, Addison/Farmers Branch
Sewer Interceptor Project

RECEIVED
OCT 24 1990
ASSISTANT CITY MANAGER
Rec'd
11-30-90
SPB

In September, I met with Richard and members of the engineering and financial staff of Farmers Branch to discuss further questions relating to the available methods of financing each City's share of the costs of the Project.

In that session, I emphasized that the corporate conduit plan of financing, as previously discussed, had the limitation that the underlying contract between each City and the Corporation, executed in support of the Corporation's bond issues, can be secured under applicable law only by a pledge of taxes, water and sewer system revenues, or both. To the extent Farmers Branch desires to use PID assessments as its financing technology, it would be permitted to use the assessments as an offset to taxes or to a revenue pledge, but that the Corporation could not, itself, pledge PID revenues through the corporate vehicle. If PID revenue obligations are the desired approach, then the corporate vehicle may be unnecessary and may be undesirable.

In a subsequent session with Doug and Farmers Branch financial advisors, it appeared that the PID Bond might be the most desirable from the Farmers Branch perspective. Since it might take some time for Farmers Branch's consultants to determine the feasibility of the PID financing, in order for Farmers Branch to make a final decision on its preferred financing package, I have taken the liberty of addressing a few subordinate subjects concerning the Project.

(1) Construction and On-Going Cost Allocations. It appeared from data provided by Farmers Branch that the costs of the Tunnel represent simply one element of cost that must be allocated based on assumed usage. Other connector lines must be included in the formula. To reflect simply an approach that you might take in future discussions, I have revised the Interlocal Agreement to reflect an agreed cost allocation based on an Exhibit B. Obviously, the method of contracting

the Project will have a material bearing on how these costs are to be determined. Section 4 of the enclosed revised Interlocal Agreement is tendered simply as an approach that might facilitate policy discussions by the parties.

(2) Drainage Basin Assumptions. It appeared from our discussions that the cost allocations and initial ownership shares were based on the assumption that the Interceptor will be utilized by the parties only from certain agreed drainage basins. I have incorporated a new Section 5 that calls for ownership and cost adjustments should either City use the Interceptor to serve other basins. Again, this is simply a place to start and is submitted only as a place of beginning for policy discussions.

(3) Single City Corporate Financing. Under my earlier outline, I had assumed a single corporate bond issue, supported by two separate contracts, one from each City but in any case without cross-default provisions. Due to the probable separate desires of each City to have its own maturity schedule, as well as redemption provisions and the like, it is now apparent that, if the Corporation is used at all, it should issue a separate series of bonds for each City, secured solely by each City's contract. In that manner, each City can dictate its own financial terms without reference to the terms desired by the other City.

If Addison desires to use the corporate vehicle, but Farmers Branch concludes to use PID Bonds, this is still feasible, subject to the original questions concerning mutual assurances that the funds will be available from each City when financing commences.

Since the financing technology decisions are not yet finalized, you might desire to jointly examine questions as to whether or not the Corporation structure is desirable for other purposes or should be simply placed on hold to a later date. If it is to be abandoned as a concept, then the final Interlocal Agreement will need to be converted into a detailed partnership arrangement between the two Cities.

On the other hand, If the Corporation is desirable, then we need to make whatever changes are desired by the parties in the Articles and Bylaws.

I will await further instructions from you as to whether or how to proceed and am available to meet at your convenience if that is desired.

Thanks,

RH

RH/ms
encl.

cc: Mr. Randy Morevec
Addison
Mr. Doug Vanderslice
Mr. Dave Reedy
Farmers Branch

0319/20