

ADDISON ROAD/KELLER SPRINGS  
REHABILITATION

1992



TO THE COUNTY TREASURER OF **THE COUNTY OF DALLAS** STATE OF TEXAS

NO. 406531

CHARGE TO ACCOUNT NO. **120** GENERAL FUND

TO THE ORDER OF:

**TOWN OF ADDISON**

MO.	DAY	YR.
07	14	92

DOLLARS	CENTS
\$ *****23,053	A N D 65

PAY

Allowed by Commissioners Court

**EXACTLY\*\*\*\*\*23,053 DOLLARS AND 65 CENTS**

Registered and Ordered Paid:

**JUL 17 1992**

**BILL MELTON**, County Treasurer



Countersigned:

**JOE JACK MILLS**, County Auditor



Attest

**EARL BULLOCK**, County Clerk



Payable at BANK ONE, TEXAS, NA Fort Worth, Texas

⑈406531⑈ ⑆111101401⑆ 199 13 3⑈

41-000-58210-00523-000  
406531

CHECK NO. 406531

INQUIRIES REGARDING THIS PAYMENT SHOULD BE DIRECTED TO:

DALLAS COUNTY AUDITOR, 407 RECORDS BLDG., DALLAS, TEXAS, PHONE: 683-7221

**TOWN OF ADDISON**  
**P O BOX 144**  
**ADDISON TX 75001**

NON-NEGOTIABLE

ACCT. NO.			DATE			INV. NUM.	REQ. NUM.	DISCUMBER	AMOUNT
R	B	C	MO.	DA.	YR.				
			08	28	31	7	31092	00000	23053.65
TOTAL									23053.65



ESPEY,  
HUSTON &  
ASSOCIATES, INC.  
Engineering & Environmental Consultants

May 14, 1992

Mr. Ron Olson  
Southern Pacific Transportation  
913 Franklin Avenue  
P.O. Box 1319  
Houston, Texas 77251

EH&A Proposal No. 91-0934

RE: Proposed Track Realignment, TCC 598.46  
Addison, Texas  
File: 323.1

Dear Mr. Olson:

Thank you for your cooperation in obtaining approval for the proposed track realignment at Addison Road immediately north of Arapaho Road in the Town of Addison. We have been authorized by the Town of Addison to prepare construction documents for this work which we anticipate will be bid in about three (3) months.

At your request we will contact Mr. Lee Alcola prior to the construction to arrange for a flagman.

Please contact me if you need any additional information.

Sincerely,

Bruce Grantham

BG:jkn

cc: ~~John Baumgartner~~

JOB NO. 1532

AREA

OPERATION	CREW	10-14	10-15	10-16	10-17	10-18	10-19	10-20	10-21	10-22	10-23	10-24	10-25	10-26	10-27
		MON.	TUE.	WED.	THUR.	FRI.	SAT.	SUN.	MON.	TUE.	WED.	THUR.	FRI.	SAT.	SUN.
2" OVERLAY		BELTLINE North To 8'00' WESTGROVE	BELTLINE North To 8'00' WESTGROVE	WESTGROVE To North 1'00' of job + Back To WESTGROVE	BELTLINE North To 8'00' WESTGROVE	BELTLINE North To 8'00' WESTGROVE	WESTGROVE To North 1'00' of job + Back To WESTGROVE		TURN LANES	ADDISON RD To DALLAS PARKWAY + BACK TO ADDISON RD.	ADDISON RD To DALLAS PARKWAY + BACK TO ADDISON RD.				
ADJUST UTILITIES															
SIGNAL LOOPS															
STRIPE :															



Looks  
Bad

Bruce  
E.

P R O P O S E D  
C H A N G E O R D E R



OWNER: Town of Addison  
P.O. Box 144  
Addison, Texas 75001

PROJECT: Addison Road Milling & Overlay (P-1532)

DATE: October 1, 1991

CHANGE ORDER NO. 2

DESCRIPTION OF CHANGE AND/OR EXTRA WORK:

DELETE:	QUANTITY	UNIT	UNIT PRICE	TOTAL
9. Manhole Adjustments	15.0	EA	\$700.00	(\$10,500.00)
10. Valve Box & San Sewer Adjust.	68.0	EA	\$450.00	(\$30,600.00)
ADD:				
9. Manhole Adjustments	15.0	EA	\$550.00	\$8,250.00
10. Valve Box & San Sewer Adjust.	68.0	EA	\$350.00	\$23,800.00

Original Contract Amount = .....	\$168,718.90
This Change Order Amount = .....	(\$9,050.00)
Previous Change Order Amount = .....	\$2,375.00
Revised Contract Amount = .....	\$162,043.90

All other items and conditions of our contract with you remain the same and this order is made a part thereof.

Kindly signify your acceptance and approval of this agreement by signing and returning to us the enclosed copy.

ACCEPTED BY OWNER:

BY: Ray Whithead

DATE: 10-8-91

AUSTIN PAVING COMPANY

BY: J. Barry Clark

J. Barry Clark  
Chief Estimator  
2949 Stemmons, Suite 250  
Dallas, Texas 75247  
(214) 630-6110

PROPOSED  
CHANGE ORDER



OWNER: Town Of Addison  
P.O. BOX 144  
Addison, Texas 75001

PROJECT: Addison Road Milling & Overlay (P-1532)

DATE: September 16, 1991

CHANGE ORDER NO. 1

DESCRIPTION OF CHANGE AND/OR EXTRA WORK:

ADD:	QUANTITY	UNIT	UNIT PRICE	TOTAL
Rem & Rep Curb & Gutter (6SK Mix)	95.0	LF	\$25.00	\$2,375.00

Original Contract Amount = ..... \$168,718.90  
This Change Order Amount = ..... \$2,375.00  
Previous Change Order Amount = ..... \$0.00  
Revised Contract Amount = ..... \$171,093.90

All other items and conditions of our contract with you remain the same and this order is made a part thereof.

Kindly signify your acceptance and approval of this agreement by signing and returning to us the enclosed copy.

ACCEPTED BY OWNER:

BY: Ro Willes

DATE: 9-24-91

AUSTIN PAVING COMPANY

BY: Steve Vincent

Steve Vincent  
Concrete Manager  
2949 Stemmons, Suite 250  
Dallas, Texas 75247  
(214) 630-6110

ER INC.  
TH, TEXAS  
BULATION

DATE: September 5, 1991  
TIME: 2:00 p.m.  
SHEET 1 OF 1

ONSTRUCTION CO., INC		RHODE CONSTRUCTION CO.		JESKE CONSTRUCTION CO.		KENKO INC.	
POST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1.00	\$ 2,500.00	\$ 30,000.00	\$ 30,000.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00
1.00	\$ 5,005.00	\$ 4.00	\$ 2,860.00	\$ 11.60	\$ 8,294.00	\$ 2.00	\$ 1,430.00
1.50	\$ 13,207.50	\$ 8.00	\$ 23,480.00	\$ 12.00	\$ 35,220.00	\$ 5.00	\$ 14,675.00
1.60	\$ 24,145.60	\$ 3.00	\$ 45,273.00	\$ 1.90	\$ 28,672.90	\$ 1.00	\$ 15,091.00
3.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 29,000.00	\$ 29,000.00	\$ 26,000.00	\$ 26,000.00
2.00	\$ 1,298.00	\$ 30.00	\$ 1,770.00	\$ 19.00	\$ 1,121.00	\$ 30.00	\$ 1,770.00
3.35	\$ 91,029.60	\$ 53.00	\$ 119,568.00	\$ 51.00	\$ 115,056.00	\$ 86.50	\$ 195,144.00
5.25	\$ 103,646.25	\$ 61.00	\$ 136,701.00	\$ 58.00	\$ 129,978.00	\$ 92.50	\$ 207,292.50
3.25	\$ 66,817.25	\$ 76.00	\$ 84,284.00	\$ 78.00	\$ 86,502.00	\$ 101.00	\$ 112,009.00
1.50	\$ 242,951.50	\$ 90.00	\$ 268,290.00	\$ 92.00	\$ 274,252.00	\$ 113.00	\$ 336,853.00
5.00	\$ 40,635.00	\$ 100.00	\$ 38,700.00	\$ 121.00	\$ 46,827.00	\$ 122.00	\$ 47,214.00
7.00	\$ 229,320.00	\$ 120.00	\$ 187,200.00	\$ 144.00	\$ 224,640.00	\$ 140.00	\$ 218,400.00
0.00	\$ 113,600.00	\$ 150.00	\$ 106,500.00	\$ 172.00	\$ 122,120.00	\$ 150.00	\$ 106,500.00
8.00	\$ 235,850.00	\$ 165.00	\$ 218,625.00	\$ 200.00	\$ 265,000.00	\$ 160.00	\$ 212,000.00
5.00	\$ 11,700.00	\$ 200.00	\$ 12,000.00	\$ 220.00	\$ 13,200.00	\$ 180.00	\$ 10,800.00
0.00	\$ 72,600.00	\$ 2,000.00	\$ 66,000.00	\$ 3,100.00	\$ 102,300.00	\$ 3,400.00	\$ 112,200.00
0.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 2,600.00	\$ 2,600.00	\$ 1,200.00	\$ 1,200.00
10.00	\$ 8,000.00	\$ 2,500.00	\$ 5,000.00	\$ 3,500.00	\$ 7,000.00	\$ 4,550.00	\$ 9,100.00
10.00	\$ 22,500.00	\$ 4,000.00	\$ 20,000.00	\$ 7,400.00	\$ 37,000.00	\$ 4,900.00	\$ 24,500.00
0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
10.00	\$ 23,400.00	\$ 6,000.00	\$ 36,000.00	\$ 4,600.00	\$ 27,600.00	\$ 3,900.00	\$ 23,400.00
10.00	\$ 7,800.00	\$ 7,000.00	\$ 14,000.00	\$ 5,100.00	\$ 10,200.00	\$ 4,250.00	\$ 8,500.00
10.00	\$ 22,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,600.00	\$ 20,600.00	\$ 18,400.00	\$ 18,400.00
10.00	\$ 2,700.00	\$ 3,000.00	\$ 3,000.00	\$ 3,800.00	\$ 3,800.00	\$ 2,800.00	\$ 2,800.00
10.00	\$ 3,300.00	\$ 3,200.00	\$ 3,200.00	\$ 4,200.00	\$ 4,200.00	\$ 3,200.00	\$ 3,200.00
10.00	\$ 5,200.00	\$ 5,000.00	\$ 5,000.00	\$ 6,600.00	\$ 6,600.00	\$ 3,900.00	\$ 3,900.00
15.00	\$ 86,250.00	\$ 570.00	\$ 142,500.00	\$ 480.00	\$ 120,000.00	\$ 290.00	\$ 72,500.00
35.00	\$ 84,085.00	\$ 540.00	\$ 135,540.00	\$ 477.00	\$ 119,727.00	\$ 284.00	\$ 71,284.00
00.00	\$ 12,000.00	\$ 7,000.00	\$ 14,000.00	\$ 3,900.00	\$ 7,800.00	\$ 3,600.00	\$ 7,200.00
90.00	\$ 18,720.00	\$ 2.00	\$ 416.00	\$ 253.00	\$ 52,624.00	\$ 60.00	\$ 12,480.00
52.00	\$ 87,412.00	\$ 30.00	\$ 50,430.00	\$ 52.00	\$ 87,412.00	\$ 30.00	\$ 50,430.00
62.00	\$ 21,080.00	\$ 40.00	\$ 13,600.00	\$ 52.00	\$ 17,680.00	\$ 51.00	\$ 17,340.00
100.00	\$ 9,900.00	\$ 2,000.00	\$ 22,000.00	\$ 700.00	\$ 7,700.00	\$ 500.00	\$ 5,500.00
11.00	\$ 18,821.00	\$ 15.00	\$ 25,665.00	\$ 24.00	\$ 41,064.00	\$ 10.00	\$ 17,110.00
1.00	\$ 8,426.00	\$ 5.00	\$ 42,130.00	\$ 1.00	\$ 8,426.00	\$ 2.00	\$ 16,852.00
100.00	\$ 200,000.00	\$ 30,000.00	\$ 30,000.00	\$ 89,000.00	\$ 89,000.00	\$ 200,000.00	\$ 200,000.00
	\$ 1,926,649.70		\$ 1,954,732.00		\$ 2,153,815.90		\$ 2,183,574.50





FINANCE DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(214) 450-7051

5350 Belt Line Road

August 29, 1991

Mr. J. Barry Clark  
Austin Paving Company  
2949 Stemmons, Suite 250  
Dallas, TX 75247

RE: Notice to Proceed, Addison Road and Keller Springs Road  
Milling and Overlay

Dear Barry:

Receipt of this document authorizes Austin Paving to provide all labor and materials as outlined in the specifications. Your company is to perform all work according to the time schedule, bid price, and other terms and conditions of the contract documents.

Enclosed please find a completed copy of the contract documents for your file.

Work shall begin no later than ten (10) days from the date of this letter, and be completed within the specified time stated in the bid document. Please contact me at 450-7090, if you have any questions, or if I can be of assistance to you.

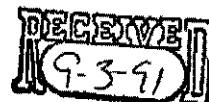
Sincerely yours,

Clyde Johnson  
Purchasing Agent

Enclosures

cc: John Baumgartner  
Robin Jones

COPY



19. The phase-in of the sales tax exemption for manufacturing equipment was delayed.
20. The definition of "seller" was amended to more clearly define out-of-state mail-order sellers.

As we pointed out in the last issue of the TML Legislative Update, the overall effect of the tax bill will vary from city to city. Some cities will experience revenue gains as a result of the broadened sales tax base. Others may be heavily reliant on the bank franchise tax and may experience a net loss in revenue.

The fiscal note which accompanied 1H.B. 11 indicated that all local governments combined would lose \$11.3 million during the next two years as a result of the passage of the bill. Almost all of that negative effect, it is clear, will hit counties and school districts. Together, they will lose approximately \$43 million in bank franchise tax and will receive very little, if any, benefit from the broadened sales tax base.

It seems very clear that ever since the passage of the much-heralded "ethics reform" bill during the regular session, legislative procedure has changed dramatically. That bill, you may recall, was passed during the final minutes of the regular session before a single person on the planet had read the bill. This was because the bill had not yet been written. Unfortunately, the process through which the "ethics" bill was passed seems to have become standard operating procedure.

### UPDATE: SALES TAX ON TANGIBLE PERSONAL PROPERTY NEEDED FOR CAPITAL IMPROVEMENTS

As noted above and in the last issue of the TML Legislative Update, the recently enacted tax bill (1H.B. 11) includes a provision which requires a contractor who is engaged in a capital improvements project for a city to pay sales tax on tangible personal property purchased under the contract. At first glance, it appeared that provision would have the effect of increasing the cost of any capital project by an amount equal to the sales tax on the tangible personal property necessary for the project. It now appears that such is not the case.

According to an August 19, 1991 letter from the State Comptroller's Tax Administration Division, the use of "separated contracts" will allow for tax-free purchases of tangible personal property which is incorporated into and becomes part of the project.

A "separated contract" is one which separates charges for materials from charges for labor. The separate charges for each must be included in the executed contract.

According to information received by TML:

*"Under a separated contract, the contractor becomes a seller of materials incorporated into the project. (Example: bricks, lumber, concrete, paint, etc.) As a seller, the contractor may issue a resale certificate in lieu of paying the sales tax at the time of purchase. The contractor must then receive an exemption certificate from the exempt organization (city) for the materials. This procedure may not be used for materials which do not become a part of the finished project. (Example: equipment rentals, farm materials, etc.)"*

**RECEIVED**

**AUG 28 '91**

**TOWN OF ADDISON  
PURCHASING DIVISION**

---

What this means is that for materials which are incorporated into and become part of the completed capital project, the contractor may make the purchase without paying sales tax, because the contractor is simply buying for resale to the city. The city, in turn, may "buy" the material from the contractor without paying sales tax, because cities are exempt from sales tax. This procedure can only be used under a separated contract and cannot be used for equipment or materials which are not incorporated in -- or become part of -- the project.

As a result of this interpretation, cities are likely to be winners in two ways:

1. The cost of contract improvements is unlikely to increase by any substantial amount, and
2. Cities will benefit from the local sales tax on the purchase of contractor equipment which had previously been exempt from the sales tax.

We will keep you informed of any further developments.

### **SECOND SPECIAL SESSION UNDERWAY**

Several topics under discussion during the second special session are of interest to cities. These include:

1. legislation which would raise to \$15,000 the threshold amount at which cities must seek competitive bids for purchases. (Note: this TML-backed bill passed during the regular session but was vetoed by the Governor.)
2. legislation which would validate certain city ordinances which regulate establishments which sell alcohol.
3. legislation which would provide for the immediate revocation of drivers' licenses in DWI cases.

Most observers believe this will be a relatively short special session, despite the fact that Congressional redistricting and several other controversial issues will be discussed.

Our next TML Legislative Update will be published at the conclusion of the special session now underway.

For further information contact the TML Legislative Services Department, 211 East Seventh Street, Suite 1020, Austin, Texas 78701; 512-478-6601.

**Executive Director - Frank Sturzl**  
**General Counsel - Susan Horton**

**Director of Legislative Services - Walter Fisher**  
**Legislative Associate - Shanna Igo**

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

PROJECT: Addison Road and Keller Springs Road Milling and HMAC Overlay  
(name, address) Addison, Texas

TO (Owner)

Town of Addison  
5300 Beltline Road  
Addison, Tx. 75240

ARCHITECT'S PROJECT NO: 91099  
CONTRACT FOR: Addison Road and Keller  
Springs Road Milling and  
HMAC Overlay

CONTRACT DATE: 28 August 1991

CONTRACTOR:

Austin Paving Company  
P.O. Box 1590  
Dallas, Texas 75221-1590

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

The Insurance Company of the State of Pennsylvania  
1999 Bryan Street, Suite 1700  
Dallas, Texas 75201

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Austin Paving Company  
P.O. Box 1590  
Dallas, Texas 75221-1590

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Town of Addison  
5300 Beltline Road  
Addison, Tx. 75240

, OWNER,


as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, The Insurance Company of the State of Pennsylvania,  
the Surety Company has hereunto set its hand this 19th day of February

19 92 .

THE INSURANCE COMPANY OF  
THE STATE OF PENNSYLVANIA

Surety Company

  
Signature of Authorized Representative  
George Hulsey, Attorney-in-Fact

Title

Attest:  
(Seal):



NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

POWER OF ATTORNEY

The Insurance Company of the State Of Pennsylvania  
Principal Bond Office: 70 Pine Street, New York, N.Y. 10270

No. 09-B-16803

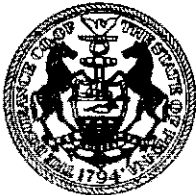
KNOW ALL MEN BY THESE PRESENTS:

That The Insurance Company of the State of Pennsylvania, a Pennsylvania corporation, does hereby appoint

---Dawn E. Davidson, G.E. Dawkins, George Hulsey, J.E. Schranz: of Dallas, Texas---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the company thereby. Provided, however, that no such instrument executed pursuant to the power granted hereby shall exceed the sum of \$5,000,000 (FIVE MILLION AND 00/100 DOLLARS).

IN WITNESS WHEREOF, The Insurance Company of the State of Pennsylvania has executed these presents



this 6 day of August, 19 90

Mark E. Reagan, Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK | ss.:

On this 6 day of August, 19 90,  
before me came the above named officer of The Insurance Company of The State of Pennsylvania, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of his office.

JOSEPH B. NOZZOLIO  
Notary Public, State of New York  
No. 01-NO452754  
Qualified in Westchester County,  
Term Expires Jan. 31, 1992

CERTIFICATE

Excerpts of Resolution adopted by the Board of Directors of The Insurance Company of the State of Pennsylvania, on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

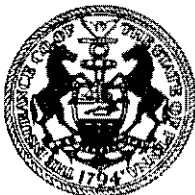
"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Maureen P. Tully, Secretary of The Insurance Company of the State of Pennsylvania, do hereby certify that the foregoing excerpts of a Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation

this 19th day of February, 1992.

  
Maureen P. Tully, Secretary

**CONTRACTOR'S  
AFFIDAVIT OF  
RELEASE OF LIENS**

AIA DOCUMENT G706A

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

TO (Owner)

Town of Addison  
5300 Beltline Road  
Addison, Tx. 75240

ARCHITECT'S PROJECT NO: 91009

CONTRACT FOR: Addison Road and Keller  
Springs Road Milling  
and HMAC Overlay

CONTRACT DATE:

PROJECT: Addison Road and Keller Springs Road Milling and HMAC Overlay  
(name, address) Addison, Texas

State of: Texas

County of: Dallas

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

NONE

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: AUSTIN PAVING COMPANY

Address: P.O. BOX 1590 DALLAS, TEXAS 75221

BY: *William J. Neese, Jr.*  
WILLIAM J. NEESE, JR. VICE-PRESIDENT

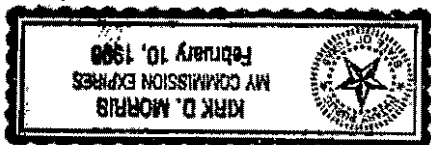
Subscribed and sworn to before me this

day of 2/24 1992

Notary Public:

*Notary Signature*

My Commission Expires: 2/10/96



PRECONSTRUCTION MEETING AGENDA  
FOR  
ADDISON ROAD/KELLER SPRINGS ROAD REHABILITATION

AUGUST 22, 1991

1. Welcome
2. Introduction
3. Project Schedule
4. Responsible Parties
5. Subcontractors
6. Keep the Town informed of potential problems.
7. High visibility project with significant public impact.
8. Pay Applications/Final Acceptance
9. Other Business
10. Thank everyone for attending.

*Call  
Rody*

PRECONSTRUCTION MEETING  
SIGN-IN SHEET  
FOR  
ADDISON ROAD/KELLER SPRINGS ROAD  
REHABILITATION

AUGUST 22, 1991

ADDISON SERVICE CENTER CONFERENCE ROOM

<u>NAME</u>	<u>FIRM NAME</u>	<u>PHONE #</u>	<u>FAX #</u>
HOWARD LEWIS	LOVE STAR GAS	487-3885	272-5947
KURT HINDS	AUSTIN	241-2781	
ROBIN JONES	TOWN OF ADDISON	450-2849	
TERRY TICE	AUSTIN	630-6110	
RON DAVIS	Police	450-7100	
CLAY PHILLIPS	Fire	450-7212	
JIM ROGERS	AUSTIN PAVING	630-6110	Bill Neese
ROBERT MALY	RADY & ASSOC.	(817) 335-6511	
BRUCE ELLIS	TOWN OF ADDISON	450-2840	or 2847 (V.M.)
MIKE SHARP	DALLAS COUNTY	247-1735	
TOMMY NORRIS	DALLAS CO.	279-4280	
SONNY BOYER	DALLAS CO.	247-1735	
KENNETH SWEET	DALLAS CO.	247-1735	
DON PREECE	ADD. WATER	450-2879	
JOHN R. BAUMGARTNER	CITY ENGINEER	450-2886	
CLARENCE BUSH	DART	573-8963	



ADDISON AND KELLER SPRINGS STREET INVENTORY

ADDISON ROAD - Approximately 62,000 square yards of asphalt

MARKINGS

- 2902 - small yellow, no reflector
- 968 - small yellow, double reflector (two way)
- 4460 - small white, no reflector
- 446 - small white, with reflector

UTILITY ADJUSTMENT

- 24 valves between Belt Line and Keller Springs Rds.
- 30 valves between Keller Springs Road and city limits
- 10 manholes between Belt Line and Keller Springs Rds.
- 6 manholes between Keller Springs Rd. and city limits
- 2 sewer c.o. between Belt Line and Keller Springs Rds.

TRANSVERSE CRACKS (MAJOR)

112 total full width

KELLER SPRINGS - Approximately 13,000 square yards of asphalt

MARKINGS

- 1140 - small white, no reflector
- 114 - small white, with reflector
- 714 - small yellow, no reflector
- 236 - small yellow, double reflector (two way)

UTILITY ADJUSTMENT

- 12 valves to adjust
- 3 manholes

TRANSVERSE CRACKS (MAJOR)

29 total full width

INTERSECTION MARKINGS

LINDBERG/ADDISON

- 5 arrows
- 4 RXR's
- 2 crosswalks
- 2 stop bars

AIRPORT/ADDISON

- 4 arrows
- 8 stop bars

KELLER SPGS/ADDISON

- 4 arrows
- 10 stop bars
- 9 small white buttons
- 21 big 2 way reflector

WESTGROVE/ADDISON

- 44 left turn small  
(8 reflector, all white)
- 10 stop bars
- 4 arrows

SOJOURN/ADDISON

- 13 small white
- 2 arrows
- 10 stop bars
- 32 small yellow  
(with reflector)

KELLER SPRINGS/QUORUM

- 10 stop bars

BELT LINE ROAD STREET INVENTORY

Belt Line Road from Marsh Lane to Midway Road

Pavement - 40,000 square yards

Buttons - 202 large white with reflector  
476 small white with reflector  
2380 small white no reflector

Joints - 52,000 linear feet (estimated)

Markings - 300 linear feet of stop bar

Belt Line Road from Midway Road to Dallas Parkway

Pavement - 37,000 square yards

Buttons - 245 large white with reflector  
456 small white with reflector  
2280 small white no reflector

Joints - 51,044 linear feet (estimated)

Markings - 408 linear feet of stop bar  
6 railroad crossings

MIDWAY ROAD STREET INVENTORY

Midway Road from Belt Line Road to Keller Springs Road

Pavement - 45,868 square yards

Buttons - 234 large white with reflector  
516 small white with reflector  
2580 small white no reflector

Joints - 33474 linear feet (estimated)

Markings - 6 railroad crossing  
90 linear feet of stop bar  
(not including Belt Line intersection)

Midway Road from Spring Valley Road to Belt Line Road

Pavement - 43,500 square yards

Buttons - 184 large white with reflector  
449 small white with reflector  
2245 small white no reflector

Joints - 50,000 linear feet (estimated)

Markings - 275 linear feet of stop bar  
(not including Belt Line Road or Greenhill School)



FINANCE DEPARTMENT

(214) 450-7051

Post Office Box 144 Addison, Texas 75001

5350 Belt Line Road

August 16, 1991

Mr. J. Barry Clark  
Austin Paving Co.  
2949 Stemmons, Suite 250  
Dallas, Texas 75247

RE: NOTICE OF AWARD  
Addison Road and Keller Springs Road Milling and Overlay

Dear Barry:

As we discussed over the phone, the City Council passed a resolution Tuesday night awarding the above named contract to your company.

Receipt of this document authorizes your company to provide all labor and materials as outlined in the specifications, and under the terms and conditions of the contract documents for the subject project.

Enclosed please find three completed copies of the contract to be signed by an authorized officer or principal of your firm. Also enclosed is a tax exemption certificate.

Please return the signed contracts with bonds and insurance certificates as called for in the specifications within ten (10) days from the date of this letter. One copy, signed by the City Manager will be returned to you for your records.

If you have any questions or if I can be of assistance to you, please contact me at 450-7090.

Sincerely,

*Clyde Johnson*  
Clyde Johnson  
PURCHASING AGENT

Enclosures

cc: Robin Jones  
~~John Baumgartner~~

TOWN OF ADDISON, TEXAS

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this the \_\_\_\_\_ day of August \_\_\_\_\_, 19 91 \_\_\_\_\_, by and between the TOWN OF ADDISON, a municipal corporation located in the County of Dallas, State of Texas, hereinafter termed "Owner," and Austin Paving Company \_\_\_\_\_ of the County of Dallas \_\_\_\_\_, Texas, hereinafter termed "Contractor."

In consideration of the mutual covenants herein contained, the Owner and Contractor agree as follows:

1. Contractor shall perform the following described work:

Furnishing labor, equipment and materials to perform all utility adjustments, traffic control, and permanent/temporary pavement markings required in the Addison Road and Keller Springs Road Milling and Overlay Project.

Work is to be performed at Addison Road and Keller Springs Road, Addison, Texas.

2. Contractor shall perform the Work in accordance with the Contract plans and specifications set forth in Owner's bid request, together with any addenda or modifications thereto and Contractor's response to such bid request, all of which are hereinafter termed "Contract Documents." This agreement, the Contract Documents, executed Performance Bond, Payment Bond, Maintenance Bond, and Certificate of Insurance, all of which are attached hereto and made a part hereof, shall collectively evidence and constitute the entire agreement between Owner and Contractor.

3. The parties hereto intend that the documents include provisions for all labor, materials, equipment, supplies and other items necessary for the execution and completion of the Work and all terms and conditions of payment.

4. Contractor hereby agrees to commence the Work within 10 days after the date of written notice to do so shall have been given to him and shall complete the Work when required to accommodate the Milling and Paving operations. Permanent pavement markings and vehicle detector loops shall be installed within 30 Calendar Days of the completion of the overlay by Dallas County.

HR  
8-13-91

Addison Road and  
Keller Springs Road  
Milling & HMAC Overlay

The primary emphasis of this project is to mill and resurface Addison Road and Keller Springs Road. This Resurfacing is intended to accomplish the following:

1. Level the roadway to improve safety and ride.
2. Re-establish the crown and eliminate the rutting at the lip of the gutter to enhance the drainage and prevent hydroplaning.
3. Re-establish the surface to enhance the skid resistance and improve safety.
4. Seal the cracks to prevent moisture from penetrating and reducing the life of the roadway.

This project includes utility adjustments, traffic control, and temporary/permanent pavement marking associated with the milling and resurfacing operation.

Anticipated start date of this project is August 26, 1991. Utility adjustments will begin at that time with milling and resurfacing beginning around the the middle of September. Total contract time is 90 days.

8-13-91

Resume

FY1 -

People may call

**Addison Road and  
Keller Springs Road  
Milling & HMAC Overlay**

The primary emphasis of this project is to mill and resurface Addison Road and Keller Springs Road. This Resurfacing is intended to accomplish the following:

1. Level the roadway to improve safety and ride.
2. Re-establish the crown and eliminate the rutting at the lip of the gutter to enhance the drainage and prevent hydroplaning.
3. Re-establish the surface to enhance the skid resistance and improve safety.
4. Seal the cracks to prevent moisture from penetrating and reducing the life of the roadway.

This project includes utility adjustments, traffic control, and temporary/permanent pavement marking associated with the milling and resurfacing operation.

Anticipated start date of this project is August 26, 1991. Utility adjustments will begin at that time with milling and resurfacing beginning around the the middle of September. Total contract time is 90 days.

*John B*

TOWN OF ADDISON

REQUEST FOR FILING AGENDA ITEM

AGENDA DATE REQUESTED August 13, 1991

DATE SUBMITTED TO CITY  
MANAGER'S OFFICE August 6, 1991

AGENDA ITEM REQUESTED \_\_\_\_\_  
(Show wording as it should appear for posting)

Council Award from Bids for Addison Road & Keller Springs Rd.

Milling & HMAC Overlay

FUNDING REQUIRED \$188,718.90 ACCT. NO./NAME 41-000-58210-00523

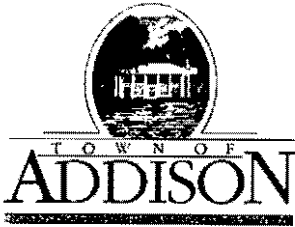
AMOUNT BUDGETED \_\_\_\_\_ OVER BUDGET YES \_\_\_\_\_ NO \_\_\_\_\_

ATTACHMENTS:

- 1. Memo- Clyde Johnson
- 2. Bid Tabulation Form
- 3. Memo- John Baumgartner
- 4. \_\_\_\_\_

REQUESTED BY *Clyde Johnson*  
(Director/Recommending dept.)





FINANCE DEPARTMENT  
(214) 450-7051 FAX (214) 386-0938

Post Office Box 144 Addison, Texas 75001  
5350 Belt Line Road

**M E M O R A N D U M**

**To:** Ron Whitehead, City Manager  
**From:** Clyde T. Johnson, Purchasing Agent *CJ*  
**Date:** August 6, 1991  
**Subject:** Council Award from Bids for Addison Road & Keller Springs Road Milling & HMAC Overlay.

**SUMMARY:**

Council award is requested for the purchase of Addison Road & Keller Springs Road Milling & HMAC Overlay for the Streets Department.

**BACKGROUND:**

Five bid invitations were picked up, and two vendors returned bid forms.

Bids were opened on August 2, 1991, and a summary of the bid opening is attached in the form of a "Bid Tabulation".

**FINANCIAL IMPACT:**

Sufficient funds are available in the Streets Capital Improvements Fund and the recommended expenditure is \$ 188,718.90, which includes a \$20,000.00 contingency fund.

**RECOMMENDATION:**

Staff recommends that the council award the bid to Austin Paving Company for Addison Road & Keller Springs Road Milling & HMAC Overlay. Austin Paving Company submitted the low bid that meets specifications.

A bid surety in the amount of 5% of the bid has been received, and final award is subject to the contractor providing the required insurance certificates.

		ADDISON		KELLER		SPRINGS	
				R & A NO.		91009	
LINE NO.	QUANTITY	UNIT	UNIT \$	AUSTIN	UNIT \$	GIBSON	
1	1	L.S.	\$30,500.00	\$30,500.00	\$47,000.00	\$47,000.00	
2	4100	L.F.	\$2.30	\$9,430.00	\$2.50	\$10,250.00	
3	2920	EA.	\$2.30	\$6,716.00	\$2.20	\$6,424.00	
4	596	EA.	\$5.00	\$2,980.00	\$4.65	\$2,771.40	
5	3720	EA.	\$2.30	\$8,556.00	\$2.20	\$8,184.00	
6	22	EA.	\$5.20	\$114.40	\$5.00	\$110.00	
7	1400	EA.	\$5.50	\$7,700.00	\$5.30	\$7,420.00	
8	2530	L.F.	\$1.00	\$2,530.00	\$1.00	\$2,530.00	
9	15	EA.	\$700.00	\$10,500.00	\$1,330.00	\$19,950.00	
10	68	EA.	\$450.00	\$30,600.00	\$800.00	\$54,400.00	
11	25	S.Y.	\$110.00	\$2,750.00	\$275.00	\$6,875.00	
12	39	EA.	\$190.00	\$7,410.00	\$175.00	\$6,825.00	
13	4	EA.	\$780.00	\$3,120.00	\$760.00	\$3,040.00	
14	625	L.F.	\$9.30	\$5,812.50	\$8.60	\$5,375.00	
15	1	L.S.	\$34,000.00	\$34,000.00	\$25,740.00	\$25,740.00	
16	2500	L.P.	\$2.40	\$6,000.00	\$1.20	\$3,000.00	
		TOTAL		\$168,718.90		\$209,894.40	
		ADDENDUM		Yes		Yes	
		BID BOND		Yes		Yes	

Clyde Johnson  
8-2-91



**CITY ENGINEER'S OFFICE**

Post Office Box 144 Addison, Texas 75001

(214) 450-2886

16801 Westgrove

**M E M O R A N D U M**

August 2, 1991

To: Clyde Johnson, Purchasing Agent  
From: John Baumgartner, City Engineer *JRB*  
RE: Addison Road/Keller Springs Rehabilitation *8-2-91*

This project consists of utility adjustment, traffic control and temporary/permanent pavement markings work required in the construction of Addison Road and Keller Springs Road Milling and Overlay.

The Engineering department recommends awarding the contract to the lowest qualified bidder, Austin Paving for \$168,718.90 contingent upon the Contractor supplying the required bonds and insurance.

Funding for this project is available in the Capital Street fund. The attached table outlines the costs anticipated for this project.

If you have any questions, please call me.

/rp

cc: Robin Jones, Director of Streets  
Randy Moravec, Finance Director

COST PROJECTION  
FOR  
ADDISON ROAD/KELLER SPRINGS REHABILITATION

August 2, 1991

MILLING AND OVERLAY - Town	\$147,562.06
- County	\$147,562.06
TRAFFIC CONTROL, UTILITY ADJUSTMENTS, AND PAVEMENT MARKINGS	\$168,718.90
INSPECTION	STAFF
PROJECT ADMINISTRATION	STAFF
CONTINGENCY	\$ 20,000.00
TOTAL	<hr/> \$483,843.02
Town's Share	\$336,280.96
County Share	\$147,562.06



DALLAS COUNTY  
ROAD & BRIDGE DISTRICT NO.1  
SERVICE CENTER

EX-1

August 6, 1991

Mr. Robin Jones  
Director of Streets  
Town of Addison  
P. O. Box 144  
Addison, Texas 75011

Dear Mr. Jones:

In our telephone conversation of 8/5/91, you asked if Dallas County District 1 could fund 50% of the construction cost of the Addison Road and Spring Valley Road projects if county forces were not used to perform the work. 50% participation if county forces were not used would be highly unlikely, as the district's operations are based upon the utilization of county personnel and equipment.

You also asked that I address the price per square yard difference between the county's and the contractor's estimates. I'm sure that the contractor could mill the projects for the \$0.83 per sq. yd. quote. The county's \$1.00 per sq. yd. estimate, as you and I have discussed in the past, includes funding to cover unforeseen problems such as milling to 4 to 6 inch depths in areas where subgrade failures might be encountered. This might well have been an area unaccounted for in the contractor's estimate.

Dallas County milled 53,174 sq. yds. to a depth of 3 to 4 inches for the City of Carrollton at an actual cost of \$0.82 per sq. yd. We would likely be able to mill Addison and Spring Valley Roads to a depth of 1 to 1 1/2 inches for \$0.60 per sq. yd. An important point to consider is the fact that the county only charges for the actual cost, with any remaining escrow funds returned to the city.

I hope this letter serves to answer your questions. Please let me know if I can be of further help.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael L. Sharp".

Michael L. Sharp  
Supervisor

MLS:so

cc: Commissioner Jim Jackson

BID PROPOSAL  
 FOR  
 ADDISON ROAD AND KELLER SPRINGS ROAD  
 MILLING AND OVERLAY  
 FOR THE  
 TOWN OF ADDISON, TEXAS

(THIS PROPOSAL MUST NOT BE REMOVED FROM THE CONTRACT DOCUMENTS)

Date AUGUST 2, 1991

TO: TOWN OF ADDISON  
 5300 Beltline  
 Addison, TX 75001

FOR: ADDISON ROAD AND KELLER SPRINGS ROAD MILLING AND OVERLAY

Pursuant to the foregoing "Notice to Bidders" the undersigned bidder, having thoroughly examined the Contract Documents, the site of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of the work and requirements as provided in the plans and Contract Documents and binds himself upon acceptance of this proposal to execute a contract and furnish such bonds as required and proposes to complete the work within the time stated and for the following prices:

Item No.	Estimated Quantity	Unit	Name of Pay Item With Unit Bid Price in Words	Unit Bid Price	Amount Bid
1.	1	I.S.	Traffic Barriers, Delineators, Signs, Cones and All Necessary Appurtenances for Traffic Control, for		
			THIRTY-THOUSAND FIVE HUNDRED DOLLARS		
			NO CENTS	\$ 30,500 <sup>00</sup>	\$ 30,500.00
			PER UNIT		

Item No.	Estimated Quantity	Unit	Name of Pay Item With Unit Bid Price in Words	Unit Bid Price	Amount Bid
2.	4,100	L.F.	Preformed, Removable, Retroreflective Pavement Markings for		
			<u>TWO</u> DOLLARS		
			<u>THIRTY</u> CENTS	\$ <u>2<sup>30</sup></u>	\$ <u>9,430.00</u>
				PER UNIT	
3.	2,920	EA	Type C-4 Lane Markers (4" White w/o Reflector) for		
			<u>TWO</u> DOLLARS		
			<u>THIRTY</u> CENTS	\$ <u>2<sup>30</sup></u>	\$ <u>6,716.00</u>
				PER UNIT	
4.	596	EA	Type I-C-4 Lane Markers (4" White w/Single Reflector) for		
			<u>FIVE</u> DOLLARS		
			<u>NONE</u> CENTS	\$ <u>5<sup>00</sup></u>	\$ <u>2,980.00</u>
				PER UNIT	
5.	3,720	EA	Type A-4 Lane Markers (4" Yellow w/o Reflector) for		
			<u>TWO</u> DOLLARS		
			<u>THIRTY</u> CENTS	\$ <u>2<sup>30</sup></u>	\$ <u>8,556.00</u>
				PER UNIT	

Item No.	Estimated Quantity	Unit	Name of Pay Item With Unit Bid Price in Words	Unit Bid Price	Amount Bid
6.	22	EA	Type I-A-4 Lane Markers (4" Yellow w/Single Reflector) for  <u>FIVE</u> DOLLARS <u>TWENTY</u> CENTS PER UNIT	\$ <u>5<sup>20</sup></u>	\$ <u>114.40</u>
7.	1,400	EA	Type II-AA-4 Lane Markers (4" Yellow w/Double Reflector) for  <u>FIVE</u> DOLLARS <u>FIFTY</u> CENTS PER UNIT	\$ <u>5<sup>50</sup></u>	\$ <u>7,700.00</u>
8.	2,530	L.F.	Reflectorized Paint Pavement Marking for  <u>ONE</u> DOLLARS <u>NO</u> CENTS PER UNIT	\$ <u>1<sup>00</sup></u>	\$ <u>2,530.00</u>
9.	15	EA	Manhole Adjustment for  <u>SEVEN HUNDRED</u> DOLLARS <u>NO</u> CENTS PER UNIT	\$ <u>700<sup>00</sup></u>	\$ <u>10,500.00</u>



Item No.	Estimated Quantity	Unit	Name of Pay Item With Unit Bid Price in Words	Unit Bid Price	Amount Bid
10.	68	EA	Valve Box and Sanitary Sewer Cleanout Adjustment for  FOUR HUNDRED & FIFTY DOLLARS  NO CENTS	\$ 450 <sup>00</sup>	\$ 30,600.00
PER UNIT					
11.	25	S.Y.	Concrete Pavement Replacement and Valve Adjustment for  ONE HUNDRED & TEN DOLLARS  NO CENTS	\$ 110 <sup>00</sup>	\$ 2,750.00
PER UNIT					
12.	39	EA	Preformed Retroreflective Traffic Directional Indicators (Arrows) for  ONE HUNDRED & NINE DOLLARS  NO CENTS	\$ 190 <sup>00</sup>	\$ 7,410.00
PER UNIT					
13.	4	EA	Preformed Retroreflective Railroad Pavement Indicators for  SEVEN HUNDRED & EIGHT DOLLARS  NO CENTS	\$ 780 <sup>00</sup>	\$ 3,120.00
PER UNIT					

Item No.	Estimated Quantity	Unit	Name of Pay Item With Unit Bid Price in Words	Unit Bid Price	Amount Bid
14.	625	L.F.	Preformed Retroreflective Alkyd Thermoplastic Stop Bar Indicators for	<u>NINE</u> DOLLARS <u>THIRTY</u> CENTS	\$ <u>9<sup>30</sup></u> \$ <u>5,612.50</u>
				PER UNIT	
15.	1	L.S.	Vehicle Detector Loops for	<u>THIRTY-FOUR THOUSAND</u> DOLLARS <u>NO</u> CENTS	\$ <u>34,000<sup>00</sup></u> \$ <u>34,000.00</u>
				PER UNIT	
16.	2,500	L.F.	24" Wide Petrotac Fabric for	<u>TWO</u> DOLLARS <u>FOURTY</u> CENTS	\$ <u>2<sup>40</sup></u> \$ <u>6,000.00</u>
				PER UNIT	
TOTAL AMOUNT BID (Items 1-16)					\$ <u>168,718.90</u>

The undersigned bidder acknowledges receipt of the following Addenda: (If none is received, then write NONE across the blanks.)

Addendum No. 1 Date Received JULY 21, 1991

Addendum No. 2 Date Received \_\_\_\_\_

Addendum No. 3 Date Received \_\_\_\_\_

The undersigned bidder agrees to execute and file with the Owner a contract and bonds on the forms provided within ten (10) days after written notification of award of the contract to him and to begin the work to be performed under the contract within ten (10) days after written authorization to begin the work (Work Order) and to complete the permanent pavement markings and vehicle detector loops in full within 30 calendar days after the substantial completion of the roadway overlay placement by Dallas County forces.

Enclosed with this proposal is a certified or cashier's check or bidding bond in the amount of five (5%) percent of the total bid, which is to become the property of the Town of Addison, or the attached Bidder's Bond is to be forfeited in the event the contract and bond are not executed within the time set forth, as liquidated damages for delay and additional work caused thereby.

Signed: J. Barry Stone

Company: AUSTIN PAVING CO.

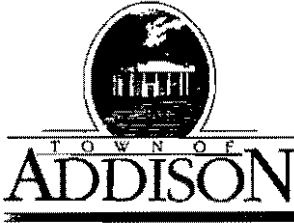
Address: 2949 STEPHEN

DALLAS TEXAS 75217

Telephone: (214) 630-6110

LINE NO.	QUANTITY	UNIT	ADDISON	KELLER	SPRINGS	
			UNIT \$	R & A NO.	91009	
			AUSTIN	UNIT \$	GIBSON	
1	1	L.S.	\$30,500.00	\$30,500.00	\$47,000.00	\$47,000.00
2	4100	L.F.	\$2.30	\$9,430.00	\$2.50	\$10,250.00
3	2920	EA.	\$2.30	\$6,716.00	\$2.20	\$6,424.00
4	596	EA.	\$5.00	\$2,980.00	\$4.65	\$2,771.40
5	3720	EA.	\$2.30	\$8,556.00	\$2.20	\$8,184.00
6	22	EA.	\$5.20	\$114.40	\$5.00	\$110.00
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8	2530	L.F.	\$1.00	\$2,530.00	\$1.00	\$2,530.00
9	15	EA.	\$700.00	\$10,500.00	\$1,330.00	\$19,950.00
10	68	EA.	\$450.00	\$30,600.00	\$800.00	\$54,400.00
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14	625	L.F.	\$9.30	\$5,812.50	\$8.60	\$5,375.00
15	1	L.S.	\$34,000.00	\$34,000.00	\$25,740.00	\$25,740.00
16	2500	L.F.	\$2.40	\$6,000.00	\$1.20	\$3,000.00
		TOTAL		\$168,718.90		\$209,894.40
		ADDENDUM		YES		YES
		BID BOND		YES		YES

Clyde Johnson  
8-2-91



CITY ENGINEER'S OFFICE

Post Office Box 144 Addison, Texas 75001

(214) 450-2886

16801 Westgrove

M E M O R A N D U M

August 2, 1991

To: Clyde Johnson, Purchasing Agent  
From: ~~John Baumgartner~~, City Engineer *JRB*  
RE: Addison Road/Keller Springs Rehabilitation *8-2-91*

This project consists of utility adjustment, traffic control and temporary/permanent pavement markings work required in the construction of Addison Road and Keller Springs Road Milling and Overlay.

The Engineering department recommends awarding the contract to the lowest qualified bidder, Austin Paving for \$168,718.90 contingent upon the Contractor supplying the required bonds and insurance.

Funding for this project was is available in the Capital Street fund. The attached table outlines the costs anticipated for this project.

If you have any questions, please call me.

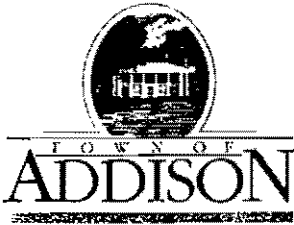
/rp

cc: Robin Jones, Director of Streets  
Randy Moravec, Finance Director

COST PROJECTION  
FOR  
ADDISON ROAD/KELLER SPRINGS REHABILITATION

August 2, 1991

MILLING AND OVERLAY - Town	\$147,562.06
- County	\$147,562.06
TRAFFIC CONTROL, UTILITY ADJUSTMENTS, AND PAVEMENT MARKINGS	\$168,718.90
INSPECTION	STAFF
PROJECT ADMINISTRATION	STAFF
CONTINGENCY	\$ 20,000.00
TOTAL	<hr/> \$483,843.02
Town's Share	\$336,280.96
County Share	\$147,562.06



CITY ENGINEER'S OFFICE

Post Office Box 144 Addison, Texas 75001

(214) 450-2886

16801 Westgrove

M E M O R A N D U M

May 6, 1991

To: Greg Dunham, Assistant City Manager  
From: John Baumgartner, City Engineer *JRB*  
RE: Town/County Agreement  
Addison Road and Keller Springs Road Rehabilitation  
*5-7-91*

Attached is a proposed agreement between the Town of Addison and Dallas County, which outlines the responsibilities of each entity regarding the referenced project.

The primary emphasis of this project is to mill and resurface Addison Road and Keller Springs Road. This resurfacing is intended to accomplish the following:

1. Level the roadway to improve safety and ride.
2. Re-establish the crown and eliminate the rutting at the lip of the gutter to enhance the drainage and prevent hydroplaning.
3. Re-establish the surface to enhance the skid resistance and improve safety.
4. Seal the cracks to prevent moisture from penetrating and reducing the life of the roadway.

It is estimated (see Exhibit "A") that the Town's share of the project will be \$282,762.06 and Dallas County's \$147,562.06, funds for this project are available in the Capital Street fund.

Staff recommends this to Council for consideration. If you concur, please have Carmen place an item on the May 14, 1991 council agenda authorizing Ron to execute the agreement with Dallas County.

JRE/rp

Attachments

cc: Randy Moravec, Finance Director  
Robin Jones, Street Director

COST PROJECTION FOR  
ADDISON ROAD/KELLER SPRINGS ROAD REHABILITATION

MAY 6, 1991

COUNTY PROVIDED IMPROVEMENTS

1. Milling	\$ 75,000.00
2. 2" H.M.A.C.	\$199,897.00
3. Tack	\$ 2,520.00
4. Haul	\$ 1,550.00
5. Inspection/Administration	\$ 6,156.62
<b>SUB-TOTAL</b>	<b>\$295,124.12</b>
County (50%)	\$147,562.06
Town (50%)	\$147,562.06

TOWN PROVIDED IMPROVEMENTS

6. Utility Adjustment	\$ 8,700.00
7. Traffic Control	\$ 25,000.00
8. Traffic Loop Replacement	\$ 5,000.00
9. Traffic Markings	\$ 45,000.00
10. Engineering	\$ 22,500.00
11. Materials Testing	\$ 5,000.00
12. Contract Administration	STAFF
13. Inspection	STAFF
14. Contingency	\$ 24,000.00
<b>SUB-TOTAL</b>	<b>\$135,200.00</b>
<b>Total Estimate Project Cost</b>	<b>\$430,324.12</b>
County Share	\$147,562.06
Town Share	\$282,762.06



STATE OF TEXAS           X  
                                  X  
COUNTY OF DALLAS        X

TOWN/COUNTY AGREEMENT

WHEREAS, the Town of Addison, Texas, hereinafter called "Town" and the County of Dallas, hereinafter called the "County", want to enter into an agreement for the County to mill a depth of approximately 1 1/2" from approximately 75,000 square yards of existing asphalt and place 2" Type "D" Hot Mix Asphaltic Concrete Overlay on Addison Road, from Belt Line Road to the City limits and Keller Springs Road from the North Dallas Tollway to Addison Road. These are Type "B" streets.

WHEREAS, Article 4413 32c), Vernon's Annotated Civil Statutes provides authorization for local governments to enter into contracts;

NOW, THEREFORE, THIS MEMORANDUM OF AGREEMENT is hereby made and entered into by Town and County upon and for the mutual consideration stated herein:

**WITNESSETH:**

I.

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II.

The Town will contract separately for utility adjustments, traffic control, including temporary pavement markings, laboratory testing services, replacement of the traffic loops, and replacement of the permanent traffic markings. The cost of these improvements, estimated at \$136,000.00 will be paid for by the Town.

III.

The Town will inform the public that the work will be done. Town will arrange for the work described in paragraph II to be done, and coordinate same with County and County HMAC contractor. County will coordinate the work of the milling, testing and HMAC operations, and will provide an inspector for the milling and overlay portion of the project.

County to administer overlay on the street, utilizing the County's annual HMAC contract, and shall pay HMAC contractor for work on the project.

IV.

The County shall at all times exercise reasonable precautions for the safety of employees and others on or near the work, and shall comply with all applicable provisions of federal, state, and municipal safety laws. The safety precautions actually taken and their adequacy shall be the sole responsibility of the County.

V.

It is agreed that work will not start by the County until this Agreement has been fully executed by the Town and the County. In addition, the County agrees to have the work completed by September 15, 1991.

VI.

The Town further agrees to indemnify and save harmless County from any liability or damages County may suffer as a result of claims, demands, costs, or judgements against County arising out of performance of the work and services under this agreement or arising from any accident, injury, or damage whatsoever, to any person or persons, or to the property of any person(s) or corporation(s) occurring during the performance of this agreement and on or about this project, except for any liability or damages caused by the negligence of the County, its agents, officers and/or employees.

The Town of Addison, Texas has executed this Agreement pursuant to duly authorized City Council resolution, dated \_\_\_\_\_, 1991; the County has executed this Agreement pursuant to Commissioners Court Order No. \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

TOWN OF ADDISON

COUNTY OF DALLAS

BY: Ron Whitehead  
City Manager

BY: Lee F. Jackson  
County Judge

ATTACHMENT "A"

ADDISON ROAD/KELLER SPRINGS REHABILITATION

ESTIMATED COST OF CONSTRUCTION

MAY 2, 1991

Addison Road, Belt Line Road To Addison City Limit Line

1. Milling	62,000	SY	@ \$ 1.00/SY	= \$ 62,000.00
2. 2" HMAC	6,820	Tons	@ 24.23/Ton	= 165,248.60
3. Tack	1,860	Gal	@ 1.12/Gal	= 2,083.20
4. Ton Mile Haul	68,200	Ton Miles	@ 0.14/Ton Mile	= 9,548.00
5. Administration	27,900		@ 0.1244	= 3,470.76
6. Inspection	10 days		@ 143.125/day & 300 miles @ 0.25/mile	= 1,506.25
			SUBTOTAL	= \$243,856.81

Keller Springs Road, North Dallas Tollway to Addison Road

7. Milling	13,000	SY	@ \$ 1.00/SY	= \$ 13,000.00
8. 2" HMAC	1,430	Tons	@ 24.23/Ton	= 34,648.90
9. Tack	390	Gal	@ 1.12/Gal	= 436.80
10. Ton Mile Haul	14,300	Ton Miles	@ 0.14/Ton Mile	= 2,002.00
11. Administration	5,850		@ 0.1244	= 727.74
12. Inspection	3 Days		@ 143.125 and 90 miles @ 0.25/mile	= 451.87
			SUBTOTAL	= \$ 51,267.31
			TOTAL	= \$295,124.12
			COUNTY PORTION (50%)	= \$147,562.06
			TOWN PORTION (50%)	= \$147,562.06

COUNTY AUDITOR

fw  
c  
ORDER NO. 91 1272

JUL 30 1991 20

DATE: JUL 30 1991

FUNDS AVAILABLE

Fund 120

STATE OF TEXAS  
COUNTY OF DALLAS

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 30th day of July, 1991, on motion made by Chris V. Semos, Commissioner of District #4, and seconded by Nancy E. Judy, Commissioner of District #2, the following was adopted:

WHEREAS, the Town of Addison has requested the Commissioner of District No. 1 to perform the hot mix overlay on Addison Road from Belt Line Road to the City Limits and Keller Springs Road from the North Dallas Tollway to Addison Road; and

WHEREAS, the estimated cost for the work is \$295,124.12; and

WHEREAS, the Town of Addison has escrowed \$147,562.06 in Escrow Fund 120-842-913-7 for 50% of the cost of the work on the Type B road per the attached City/County Agreement; and

WHEREAS, the Town of Addison has executed the attached City/County Agreement authorizing said work in accordance with Article 4413 (32c) of the Interlocal Cooperation Act of VACS; and

WHEREAS, said road being Type "B" according to the Dallas County Road and Bridge Policy as adopted in Court Order No. 84-659 and Order Nos. 90-1964 and 91-845, establishing and updating the County Road List, is eligible for County cooperation.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Dallas County Commissioners Court that the Commissioner of District No. 1 is authorized to cooperate with the Town of Addison to perform said work and the County Judge is hereby authorized and directed to execute the attached City/County Agreement.

DONE IN OPEN COURT, this the 30th day of July, 1991.

ABSENT

Lee F. Jackson, County Judge Jim Jackson, District 1 Nancy E. Judy, District 2

John Wiley Price, District 3

Chris V. Semos, District 4

Conforms to Policy:

J. W. Bryan, P.E.

Director of Public Works *[Signature]*

STATE OF TEXAS           X  
                              X  
COUNTY OF DALLAS        X

TOWN/COUNTY AGREEMENT

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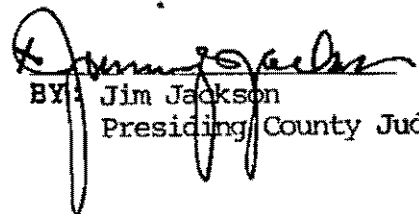
The Town of Addison, Texas has executed this Agreement pursuant to duly authorized City Council resolution, dated \_\_\_\_\_, 1991; the County has executed this Agreement pursuant to Commissioners Court Order No. 91-1272, on this 30th day of July, 1991.

TOWN OF ADDISON

COUNTY OF DALLAS



BY: Ron Whitehead  
City Manager



BY: Jim Jackson  
Presiding County Judge

**ATTACHMENT "A"**

**ADDISON ROAD/KELLER SPRINGS REHABILITATION**

**ESTIMATED COST OF CONSTRUCTION**

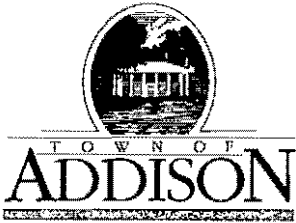
**MAY 2, 1991**

**Addison Road, Belt Line Road To Addison City Limit Line**

1.	Milling	62,000	SY	@ \$ 1.00/SY	= \$ 62,000.00
2.	2" HMAC	6,820	Tons	@ 24.23/Ton	= 165,248.60
3.	Tack	1,860	Gal	@ 1.12/Gal	= 2,083.20
4.	Ton Mile Haul	68,200	Ton Miles	@ 0.14/Ton Mile	= 9,548.00
5.	Administration	27,900		@ 0.1244	= 3,470.76
6.	Inspection	10 days		@ 143.125/day & 300 miles @ 0.25/mile	= 1,506.25
				<b>SUBTOTAL</b>	<b>= \$243,856.81</b>

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7.	Milling	13,000	SY	@ \$ 1.00/SY	= \$ 13,000.00
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9.	Tack	390	Gal	@ 1.12/Gal	= 436.80
10.	Ton Mile Haul	14,300	Ton Miles	@ 0.14/Ton Mile	= 2,002.00
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				<b>TOTAL</b>	<b>= \$295,124.12</b>
				<b>COUNTY PORTION (50%)</b>	<b>= \$147,562.06</b>
				<b>TOWN PORTION (50%)</b>	<b>= \$147,562.06</b>



FINANCE DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(214) 450-7051 FAX (214) 386-0938

5350 Belt Line Road

ADDENDUM NUMBER 1

R & A No. 91009

ADDISON ROAD AND KELLER SPRINGS  
ROAD MILLING & HMAC OVERLAY

This addendum shall amend the original Invitation, Instruction, and Specifications as follows:

ORIGINAL

NOTICE TO BIDDERS

SEALED PROPOSALS addressed to the Town of Addison, Texas will be received at the office of Mr. Clyde Johnson, Purchasing Agent, Finance Building, 5350 Beltline Road, Addison, Texas, until 10:00 AM o'clock, July 26, 1991, .....

CHANGED TO

NOTICE TO BIDDERS

SEALED PROPOSALS addressed to the Town of Addison, Texas will be received at the office of Mr. Clyde Johnson, Purchasing Agent, Finance Building, 5350 Beltline Road, Addison, Texas, until 10:00 AM o'clock, August 2, 1991, .....

This addendum was issued on July 19, 1991, by the Purchasing Agent for the Town of Addison.

  
Clyde Johnson

Each bidder must sign, date, and include this addendum with their bid.

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME





CITY ENGINEER'S OFFICE

Post Office Box 144 Addison, Texas 75001

(214) 450-2886

16801 Westgrove

May 20, 1991

Mr. Michael L. Sharp  
Dallas County  
Road & Bridge District No. 1  
2311 Joe Field Road  
Dallas, Texas 75229

RE: Interlocal Agreement for the Rehabilitation of Addison Road  
and Keller Springs Road

Dear Mike:

On May 14, 1991, The City Council approved the enclosed interlocal agreement to rehabilitate Addison Road and Keller Springs Road. The Town's consultant is preparing plans and specifications to cover our portion of the improvements. We anticipate a contract being awarded in early July.

Please return one executed copy of the agreement upon approval by the Commissioners Court. The Town will pay the required escrow upon request.

If you need additional information, please call me.

Sincerely,

Town of Addison

*John R. Baumgartner*  
5-20-91  
~~John R. Baumgartner, P.E.~~  
City Engineer

JRB/rp

Enclosure

cc: Robin Jones, Director of Streets

STATE OF TEXAS           X  
                                  X  
COUNTY OF DALLAS        X

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TOWN OF ADDISON

COUNTY OF DALLAS



BY: Ron Whitehead  
City Manager

BY: Lee F. Jackson  
County Judge

**ATTACHMENT "A"**

**ADDISON ROAD/KELLER SPRINGS REHABILITATION**

**ESTIMATED COST OF CONSTRUCTION**

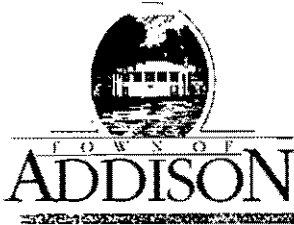
MAY 2, 1991

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			<b>TOTAL</b>	<b>= \$295,124.12</b>
			COUNTY PORTION (50%)	= \$147,562.06
			TOWN PORTION (50%)	= \$147,562.06



STREET DEPARTMENT

(214) 450-2841

Post Office Box 144 Addison, Texas 75001

16801 Westgrove

NOTES FROM ADDISON/KELLER SPRINGS ROADS MEETING OF 28 FEBRUARY 1991  
WITH MIKE SHARP OF DALLAS COUNTY

Mr. Sharp recommended that Type C asphalt be used in the overlay because of his experiences with the product. The asphalt would be two inches in thickness.

We can observe examples of county work in place at the two following locations:

Hillcrest Road south of Mockingbird Lane  
Hillcrest Road at Southwestern Boulevard

We estimated the road length at 14,800 feet.

The county will mill and remove from the site, etc., the existing two inches of asphalt surface for one dollar per square yard.

The estimated cost of asphalt for the topping is twenty-four dollars per ton.

The county will not 50/50 match the cost of traffic markings.

The Town shall be required to furnish all traffic control devices.

The county will match 50/50 all costs for milling and haul off, and for new materials placed to complete rehabilitation of the roadway surface. The county can furnish inspection for this project.

Additional notes:

- This project will require a formal agreement between Dallas County and The Town of Addison.

- Mr. Sharp advised that some funds may not be available, due to county budget.

- The traffic controls and temporary pavement markings will be at Town expense, and will require a separate contract with additional traffic control and marking contractors.

DRAFT

STATE OF TEXAS X  
COUNTY OF DALLAS X

TOWN/COUNTY AGREEMENT

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*3/22/00  
N/A  
ATTACHMENT A*

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STATE OF TEXAS           X  
                              X  
COUNTY OF DALLAS        X

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TOWN OF ADDISON

COUNTY OF DALLAS

BY: Ron Whitehead  
City Manager

BY: Lee F. Jackson  
County Judge

VOID



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TOWN OF ADDISON

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City Manager

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County Judge

**ATTACHMENT "A"**

**ADDISON ROAD/KELLER SPRINGS REHABILITATION**

**ESTIMATED COST OF CONSTRUCTION**

APRIL 12, 1991

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10. Administration	#5,850.00 @ .1244			=	727.74 (724.74)
11. Inspection	3 days @ \$143.125 Plus 90 mi @ .25			=	451.87
	SUBTOTAL			=	<del>\$ 50,815.44</del> 51,269.31
	TOTAL			=	<del>\$293,166.00</del> 295,121.12
	COUNTY PORTION (50%)			=	<del>\$146,583.00</del>
	TOWN PORTION (50%)			=	<del>\$146,583.00</del>
					\$147,560.54 ea.

537-027

DIVISION 2 - SITEWORKSECTION 02580 - PAVEMENT MARKINGPART 1 - GENERAL

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

## 1.01 DESCRIPTION

Paint striping of new asphaltic concrete paving as indicated and detailed on the drawings.

## 1.02 RELATED WORK SPECIFIED ELSEWHERE

## A. SECTION 02510 - HOT MIX ASPHALTIC CONCRETE PAVEMENT

PART 2 - PRODUCTS

## 2.01 MATERIALS

Paint for pavement marking shall conform to [REDACTED]  
[REDACTED] Paint, Traffic, Highway, color as selected.

PART 3 - EXECUTION

## 3.01 METHODS OF APPLICATION

A. Equipment: All machines, tools and equipment used in the performance of the work shall be approved by the Owner's Representative and shall be maintained in satisfactory operating condition.

1. Paint Application: The equipment for applying paint to pavements shall be self-propelled or mobile drawn pneumatic spraying machine with suitable arrangements of atomizing nozzles and controls to obtain the specified results. The machine shall be capable of applying the stripe widths indicated, shall have a speed during application not less than 5 miles per hour and shall be capable of applying the paint at the coverage rate specified in paragraph APPLICATION, at an even uniform thickness with clear-cut edges. Equipment used for marking pavements shall be capable of placing the prescribed number of lines at a single pass as solid lines, intermittent lines or a combination of solid and intermittent lines using a maximum of three different colors of paint as specified.

537-027

The paint applicator shall have paint reservoirs or tanks of sufficient capacity and suitable gages to apply paint in accordance with the requirements specified. The tanks shall be equipped with suitable air-driven mechanical agitators. The spray mechanism shall be equipped with quick-action valves conveniently located, and shall include necessary pressure regulators and gages in full view and reach of the operator. Paint strainers shall be installed in the paint supply lines to insure freedom from residue and foreign matter that may cause malfunction of the spray guns. Pneumatic spray guns shall be provided for hand application of paint in areas where the mobile paint applicator cannot be used.

2. Sandblasting equipment shall include an air compressor, hoses and nozzles of proper size and capacity as required for cleaning surfaces to be painted. The compressor shall be capable of furnishing not less than 150 cubic feet of air per minute at a pressure of not less than 90 pounds per square inch at the nozzle for each nozzle used.
- B. Surface Penetration: New concrete pavement surfaces shall be allowed to cure for a period of not less than ten days, and asphalt surfaces for thirty days before application of marking materials. All surfaces to be marked shall be thoroughly cleaned before application of the paint. Dust, dirt, and other granular surface deposits shall be removed by sweeping, blowing with compressed air, rinsing with water or a combination of these methods as required. Rubber deposits, surface laitance, and other coatings adhering to the pavement shall be completely removed with scrapers, wire brushes, sandblasting, approved chemicals, or mechanical abrasion as directed. Where oil or grease is present on pavements to be marked, the affected areas shall be scrubbed with several applications of trisodium phosphate solution or other approved detergent or degreaser and rinsed thoroughly after each application. After cleaning, the oil soaked areas shall be sealed with cut shellac to prevent bleeding through the new paint.
- C. Application:

1. Rate of application: Paint shall be applied evenly to the pavement surface to be coated at a rate of 105 plus or minus 5 square feet per gallon.
2. Paint shall be applied to clean, dry surfaces, and only when the air and pavement temperatures are above 40 degrees F. and less than 95 degrees F. The paint temperature shall be maintained within these same limits. Paint shall be applied pneumatically with approved equipment and at the rate of coverage specified herein. The Contractor shall provide guidelines and templates as necessary to control paint application.

537-027

The maximum drying time requirements of the paint specifications will be strictly enforced to prevent undue softening of bitumen, and so there will be no pickup, displacements, or discoloration by tires or traffic. If there is a deficiency in drying of the markings, painting operations shall be discontinued until the cause of the slow drying is determined and corrected. If discoloration of the paint occurs due to bleeding of bituminous materials, the paint should be applied in two coats. A light coat of paint should first be applied at a coverage of about 35 to 40 percent of the specified coverage. After drying, a second coat should be applied to complete the specified coverage.

END OF SECTION

839.04

## SECTION 839 - TYPE I GLASS BEADS

## 839.01 Description.

Glass beads, as covered herein, are intended to be used for reflectorizing centerlines, edge-lines, lane-lines, or other pavement markings by drop-on applications to any selected binder or adhesive and by such dispensing apparatus as may be devised or selected by the Department.

## 839.02 Packaging.

The glass beads shall be packaged in one of the following: (1) heavy plastic-lined burlap bags, (2) multilayered moistureproof paper bags consisting of at least 2 layers of 40-pound natural kraft paper, one layer of 90-pound asphalt laminated paper, and one layer of 50-pound natural kraft paper; or (3) metal containers. The size of the bags or containers shall be 50 pounds. The net weight of each package shall be no less than 50 pounds; no overweight shall be credited or accrued.

## 839.03 Sampling and Testing.

One package or container shall be selected randomly from each 10,000 pounds, or fraction thereof, comprising a shipment or consignment. A composite sample shall be prepared from all the selected packages or containers and tested as hereinafter specified.

## 839.04 Requirements.

## 839.04.01 General

No extraneous material or contaminants shall be present in the material, either as manufacturing aids or otherwise, which may adversely affect the adhesion of paint or the performance of the glass beads in providing the reflectivity required.

## 839.04.02 Physical Properties.

When tested in accordance with the methods prescribed herein, the beads shall have the following properties.

(A) *Gradation.* The size-gradation of the beads shall be determined in accordance with ASTM D 1214, and shall conform to the following requirements:

<u>Sieve</u>	<u>Percent Passing</u>
No. 16	100
No. 30	45-95
No. 50	15-35
No. 100	0-5

(B) *Imperfections.* The total percentage of non-spherical, opaque, milky, scratched, and otherwise optically imperfect beads shall not exceed 30 percent. The percentage of non-spherical beads shall be determined by ASTM D 1155, and the percentage of other

839.05

imperfect beads shall be determined by microscopic count.

(C) *Refractive Index.* The glass shall have a refractive index of no less than 1.50. The refractive index shall be determined by comparing the refractivity of the glass with standard refractive index liquids in accordance with recognized immersion methods (as applied to chemical microscopy and optical mineralogy).

(D) *Chemical Resistance.* The glass shall withstand immersion in water and in acids without undergoing noticeable corrosion or etching and shall not be darkened or otherwise noticeably decomposed by sulfides. The tests for chemical resistance shall consist of one-hour immersions in water and in solutions of corrosive agents followed by microscopic inspection. A 3- to 5-gram portion of the sample shall be placed in each of 3 Pyrex-glass beakers or porcelain dishes; one portion shall be covered with distilled water; one portion shall be covered with a 3-N solution of sulfuric acid; and one portion shall be covered with a 50 percent solution of sodium sulfide. After one hour, the glass beads in each portion shall be examined microscopically for evidence of darkening and frosting.

(E) *Moisture Resistance.* The glass beads shall flow and cascade freely in the presence of humid air. These qualities shall be determined as follows:

Approximately 2 pounds of glass beads shall be placed in a clean cotton bag, untreated with sizing material, and of suitable capacity. The bag shall be immersed in water to a depth sufficient to cover the glass beads for at least 30 seconds and until fully soaked. The bag shall then be removed and wrung free of excess water and suspended in room air for 2 hours. The beads shall then be transferred slowly to a clean, dry, standard glass funnel having a 4-inch stem, and a 1/4-inch diameter exit. The entire sample shall flow freely through the funnel without stoppage. Light tapping to initiate the flow is permissible.

839.05 Approval.

No portion of a shipment or consignment shall be used before the beads have been tested as hereinbefore specified and approval is granted. Failure of any sample to meet any of these requirements shall constitute cause for rejection of the shipment.

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# Memo of Telephone Conversation

WITH: JOHN BAUMGARTNER, P.E.

DATE: 5/21/91

CITY OF ADDISON

TIME: \_\_\_\_\_

JOB NUMBER: 91009 JOB NAME: ADDISON ROAD RECONST.

INITIALS RJmaly

REFERENCE TO: Project Meeting

ROUTE TO: \_\_\_\_\_

RECEIVED CALL  
PLACED CALL

TELEPHONE NO. (214) 450-2886

RM - WOULD LIKE TO SET UP PROGRESS MEETING WITH YOU ON THURSDAY IF POSSIBLE? 1:30 → 2:30 PM?

JB - THURSDAY IS FINE. 1:30 PM.

RM - DOES THE CITY HAVE A PARTICULAR COVER SHEET LAYOUT?

JB - NO, WE CAN PULL SOME EXAMPLES @ MEETING.

RM - DOES THE CITY HAVE "CANNED SPECS." FOR GENERAL CONDITIONS, BONDS, SPECIALS, ETC.?

JB - NO. WE MAY HAVE SOME SPECIAL PROVISIONS BUT NO BONDS, GENERAL CONDITIONS. GENERALLY TRY TO ADHERE TO NCTCOG.

RM - DO YOU HAVE A BUTTON SPEC, EPOXY, LOOP WIRE (XLPE), ETC.? THESE WOULD HELP TO USE WHAT YOU ARE USING NOW.

JB - WILL CHECK ON. AM SURE WE HAVE BUTTON AND ~~EXPOX~~ EPOXY TYPE.

RECEIVED  
6-4-91



# Memo of Telephone Conversation

WITH: MIKE SHARP - Maintenance Supervisor  
DALLAS ~~COUNTY~~ Co. - District 1 Maintenance Shop  
JOB NUMBER: 91009 JOB NAME: ADDISON ROAD RECONSTRUCT  
REFERENCE TO: MILLING PROCESS / PAVING PROCESS

DATE: 5/21/91

TIME: 1:25 PM

INITIALS RJmaly

ROUTE TO: JB

WBR

GDS

FILE

RECEIVED CALL  
PLACED CALL

TELEPHONE NO. 214-247-1735

RM - What width does your MILLING MACHINE MILL?

MS - 7'-0" 1ST PASS, 2ND PASS OVERLAP - SO 6'-6" (MAX).

RM - We are showing to LOWER ALL UTILITIES, HOWEVER SOME MANHOLES MAY NOT HAVE ADJUSTMENT RINGS AND CANNOT BE LOWERED. IN THAT CASE YOU CAN MILL UP TO, AROUND AND JUST BEYOND. IS THIS A PROBLEM?

MS - No.

RM - Do we need to SPEC. HAUL OFF OF MILLING MATERIAL OR HMAC OVERLAY.

MS - No. We will dispose of MILLING MATERIAL AND AUSTIN PAVING IS UNDER CONTRACT WITH US FOR HMAC WORK.

RM - OUR SCHEME IS TO CLOSE 2 LANES, MILL THESE TWO USING ONE FOR MILLING - ONE FOR CONST. TRAFFIC AND HAVE TWO WAY TRAFFIC ON THE OTHER 2 LANES. WE WILL SHOW TRAFFIC CONES EVERY 60' DOWN MIDDLE. IS THIS OKAY?

MS - Yes.

# Memo of Telephone Conversation

WITH: JOHN BAUMGARTNER, PE.  
CITY OF ADDISON

DATE: 5/20/91

TIME: 9:15 AM

JOB NUMBER: 91009 JOB NAME: ADDISON RD. RECONST.

INITIALS Rjmalh

REFERENCE TO: MILLING PROCESS & LOOP DETECTS

ROUTE TO: WBR  
GDS

RECEIVED CALL  
PLACED CALL

TELEPHONE NO. (214) 450-2886

°RM - We would like to leave the valve boxes/manholes at their present location - mill around them, have an asphalt transition from milled surface to top of box/m.h., overlay, then sawcut around the box/m.h. removing surrounding asphalt, raise and place concrete apron?

°JTB - County & Highway Dept. like to have boxes/mh's. lowered if they can be. Place back asphalt in holes left from lowering. You can call Mike Sharp @ County (214) 247-1735

°RM - Stand up reflectors are used mostly for chip seals. Probably will not work in this case. Do you want to still try them or use the THD 3' temporary tape striping

°JTB - Use tape striping.

°RM - Do you want to put loop detectors below milled surface to allow for future milling/overlay w/o disturbing loops?

°JTB - Yes, use XLPE wire & use a different color for each lane.

# Memo of Telephone Conversation

WITH: JOHN BAUMGARTNER  
CITY OF ADDISON

JOB NUMBER: 91009 JOB NAME: ADDISON Rd.

REFERENCE TO: Milling Process & Loop Detectors

DATE: 5/20/91

TIME: 9:15 AM

INITIALS RJM

ROUTE TO: JB

WBR

GDS

RECEIVED CALL

PLACED CALL

TELEPHONE NO. (214)

• RM - Do you want to lengthen loops to 60'?

• JB - No, leave them at 40' and have each loop individually sawed thru the curbs to the full box.

• RM - Do you want to use woven mat for crack control prior to overlay? We can spec. 1" x 11" feet to be directed by city engineer and may be eliminated by city.

• JB - Yes.

# Memo of Telephone Conversation

WITH: MIKE CARTER

DATE: 5/15/91

THD - FORT WORTH DISTRICT OFF.

TIME: 1:20 PM

JOB NUMBER: 91009 JOB NAME: ADDISON ROAD RECONST.

INITIALS Rjmal

REFERENCE TO: LOOP DETECTOR SYSTEMS

ROUTE TO: J. Baumgartner

RECEIVED CALL  
PLACED CALL

TELEPHONE NO. (817) 292-6510

WBR  
GDS

• RM - WHAT DICTATES DIMENSIONS OF A LOOP DETECTOR SYSTEM?

• MC - FOR 40 MPH & BELOW WE USE A 6' X 60' "PRESENCE LOOP".  
THE 60' IS MORE FORGIVING TO A CAR/DRIVER NOT PAYING  
ATTENTION - BETWEEN THE CARS LEAVING THE LOOP & THIS  
DRIVER PULLING ONTO THE LOOP VS. A SHORTER LOOP  
THAT WOULD HAVE KEYS A CYCLE CHANGE EARLIER IN  
THE SEQUENCE THAN THE 60'.

• RM - DOES A LOOP LOOSE SENSITIVITY RELATIVE TO DEPTH ON AN  
ASPHALT STREET?

• MC - NO. THEY CAN BE PLACED 10" DEEP & DETECT JUST FINE,  
WE PUT THEM 1 1/2" - 2" BECAUSE OF SAW CUTTING. HOWEVER, WITH  
AN OVERLAY EVERY 1-2 YEARS IT WILL END UP DEEPER & WE  
HAVEN'T EXPERIENCED ANY PROBLEMS.

• RM - DO MOST SIGNAL BOXES (W/LOOP DETECTS) HAVE A MANUAL OVER  
RIDE TO PUT TRAFFIC ON A TIME CYCLE WHEN LOOP IS TAKEN OUT?

• MC - YES, IT'S CALLED AN AUTOMATIC RECALL CYCLE.

Manual Timing Adjustments

# Memo of Telephone Conversation

WITH: BRITT SHUBERT  
SHARROCK ELECTRIC

DATE: 5/15/91

TIME: 11:45 AM

JOB NUMBER: 91009 JOB NAME: ADDISON ROAD

INITIALS RJmaly

REFERENCE TO: LOOP DETECTORS

ROUTE TO: J. BAUMGARTNER

RECEIVED CALL  
PLACED CALL

TELEPHONE NO. (214) 263-8904

WBR  
SDS

•RM - DOES THE LOOP DETECTOR HAVE TO BE PLACED @ A MINIMUM/MAX. DEPTH TO INSURE PROPER DETECTION?

•BS - No. THE AMOUNT OF SENSITIVITY LOST DUE TO INCREASED DEPTH IS MINIMAL AND CAN BE ADJUSTED @ THE CONTROL PANEL.

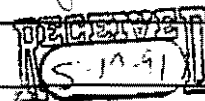
•RM - PRIOR TO MILLING THE PAVEMENT, SHOULDN'T THE LOOP WIRE BE DISCONNECTED AT THE INDIVIDUAL LOOP BOXES?

•BS - YES. THIS ISN'T NORMALLY WHAT HAPPENS, BUT IT SHOULD BE DISCONNECTED FIRST. - to prevent shorts

•RM - IS THERE A STANDARD WIDTH & LENGTH TO LOOP DETECTORS AND WHAT DICTATES THESE DIMENSIONS?

•BS - ENGINEER PREFERENCE AND SPEED OF TRAFFIC, WILL REFER YOU TO JERRY GIBBS @ THD - FORT WORTH DIST. OFC (817) 292-6510

Set back loops - keep same length





DALLAS COUNTY  
 ROAD & BRIDGE DISTRICT NO.1  
 SERVICE CENTER

March 6, 1991

Mr. Robin Jones  
 Director of Streets  
 Town of Addison  
 P. O. Box 144  
 Addison, Texas 75011

Dear Mr. Jones:

Enclosed is the information you requested concerning City/County Agreements for milling projects. If you need additional information, please call me.

Sincerely,

*ms*

Michael L. Sharp  
 Supervisor

MLS:so

Enclosure

*\$40.74/day*

*\$1,140.72  
for 28 days*

*\$101.86/day*

*\$2,852.08  
for 28 days.*

*Jim Dower Highland Park*

*521-4161*

*FAX-  
406-0615*

OCT 30 1990 47

COUNTY AUDITOR

Fund 120

747-

COURT ORDER

ORDER NO. 90 1918

DATE: OCT 30 1990

STATE OF TEXAS  
COUNTY OF DALLAS

BE IT REMEMBERED, at a regular meeting of the Commissioners' Court of Dallas County, Texas, held on the 30th day of October, 1990, on motion made by Nancy E. Judy, Commissioner of District No. 2, and seconded by Chris V. Semos, Commissioner of District No. 4, the following was adopted:

WHEREAS, the City of University Park has requested the participation of the Commissioner of Road and Bridge District No. 1 in an interlocal agreement to provide for a hot mix asphaltic concrete pavement resurfacing of Hillcrest Avenue, a Type "B" street, between Potomac Street to Northwest Highway; and

WHEREAS, the total estimated cost to be shared equally by said City and County Road and Bridge District is \$495,257.50; and

WHEREAS, in accordance with the agreement said Road and Bridge District No. 1 shall provide the necessary labor, equipment and material for removal of the existing surface by milling and the placement of new hot mix asphaltic concrete pavement 3" in depth, all at an estimated cost of \$315,637.50; and

WHEREAS, the agreement further provides that said City will contract separately for the other items of work including seal and membrane underseal, striping, utility adjustments, repairs, traffic control and testing all at an estimated cost of \$179,620.00; and

WHEREAS, the City of University Park has escrowed \$157,818.75 in Escrow Fund 120-747-913-7 for 50% of the cost of the work on said Type B road per the attached City/County Agreement; and

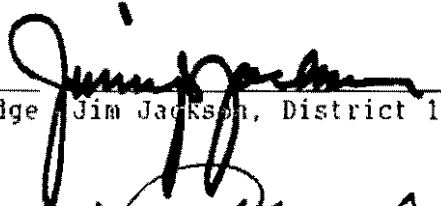
WHEREAS, the City of University Park has executed the attached City/County Agreement authorizing said work as outlined in Attachment "A" thereto, in accordance with Article 4413 (32c) of the Interlocal Cooperation Act of VACS; and

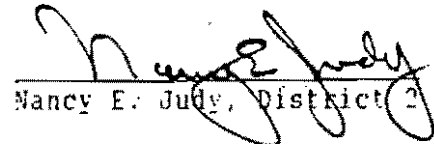
WHEREAS, said road being Type "B" according to the Dallas County Road and Bridge Policy as adopted in Court Order No. 84-659 and Order Nos. 87-2137 and 89-416, establishing and updating the County Road List, is eligible for County cooperation.

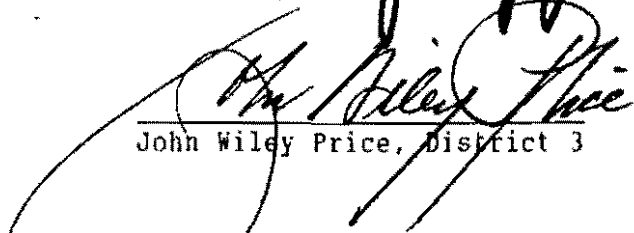
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Dallas County Commissioners Court that the Commissioner of District No. 1 is authorized to cooperate with the City of University Park to provide funding and perform said work; and the County Judge is hereby authorized and directed to execute the attached City/County Agreement.

DONE IN OPEN COURT, this the 30th day of October, 1990.

  
Lee F. Jackson, County Judge

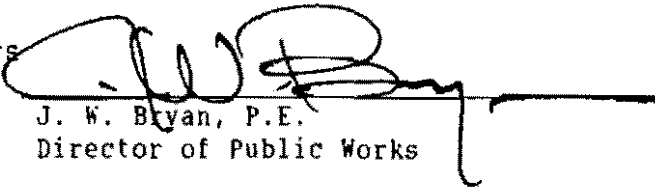
  
Jim Jackson, District 1

  
Nancy E. Judy, District 2

  
John Wiley Price, District 3

  
Chris V. Semos, District 4

Conforms to Commissioners  
Court Policy:

  
J. W. Bryan, P.E.  
Director of Public Works



STATE OF TEXAS       X  
                          X  
COUNTY OF DALLAS    X

CITY/COUNTY AGREEMENT

WHEREAS, the City of University Park, Texas, hereinafter called "City" and the County of Dallas, Texas, hereinafter called the "County", want to enter into an agreement for the County to mill a depth ranging from 2 1/2" to 3 1/2" approximately 61,500 square yards of existing asphalt and place 3" Type "D" Hot Mix Concrete Overlay on Hillcrest Avenue, from Potomac to Northwest Highway. This is a Type "B" street.

WHEREAS: Article 4410-32c), Vernon's Annotated Civil Statutes, provides authorization for local governments to enter into contracts;

NOW, THEREFORE, THIS MEMORANDUM OF AGREEMENT is hereby made and entered into by City and County upon and for the mutual consideration stated herein;

WITNESSETH:

I.

City requests County to mill streets designated on Attachment "A". This includes the milling, hauling, detailing, and sweeping, at an estimated cost of \$79,853.00. County's HMAC contractor is to place 3" of hot mix asphaltic concrete at an estimated cost of \$235,784.50. City is to place 50% of the cost of this work, or \$157,818.75 into escrow with the County. In the event the construction costs exceed the estimated cost, City and County may agree to reduce the scope of work. Such agreement shall be in writing and authorized in a manner as provided by law.

II.

The City will contract separately for single course penetrative seal (estimated at \$54,840), membrane underseal of joints/cracks (estimated at \$27,780), striping (estimated at \$35,000), utility adjustments (estimated at \$4,500), pavement repairs (estimated at \$10,500), traffic control (estimated at \$40,000), and laboratory testing services (estimated at \$10,000). The subtotal of this separately contracted work is \$179,620, said cost to be shared equally by the City and County. Upon completion of the work described in this paragraph, the City will invoice the County for half the estimated cost, or \$89,810.00.

III.

The City will inform the public that the work will be done. City will arrange for the work described in paragraph II to be done, and coordinate same with County and County HMAC contractor. County will coordinate the work of the milling and HMAC operations, and will

provide an inspector for the project.

III.

County to administer overlay on the street, utilizing the County's annual HMAC contract, and shall pay HMAC contractor for work on the project.

IV.

The County shall at all times exercise reasonable precautions for the safety of employees and others on or near the work, and shall comply with all applicable provisions of federal, state, and municipal safety laws. The safety precautions actually taken and their adequacy shall be the sole responsibility of the County.

V.

It is agreed that work will not start by the County until this Agreement has been fully executed by the City and the County.

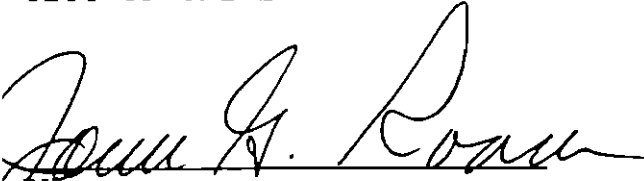
VI.

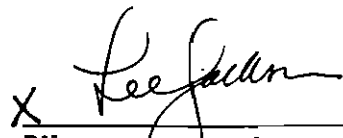
The City further agrees to indemnify and save harmless County from any liability or damages County may suffer as a result of claims, demands, costs, or judgements against County arising out of performance of the work and services under this agreement or arising from any accident, injury, or damage whatsoever, to any person or persons, or to the property of any person(s) or corporation(s) occurring during the performance of this agreement and on or about this project, except for any liability or damages caused by the negligence of the County, its agents, officers and/or employees.

The City of University Park, Texas has executed this Agreement pursuant to duly authorized City Council minute order, dated October 17, 1990; the County has executed this Agreement pursuant to Commissioners Court Order No. 90-1918, on this 30th day of October, 1990.

CITY OF UNIVERSITY PARK

COUNTY OF DALLAS

  
BY: \_\_\_\_\_

X   
BY: Lee F. Jackson, County Judge

**ATTACHMENT "A"**

**HILLCREST AVENUE, NW HIGHWAY TO POTOMAC**

**ESTIMATED COST OF CONSTRUCTION**

October 9, 1990

1. Milling	61,500 SY	@ \$ 1.10	=	\$ 67,650.00
2. 3" HMA	10,150 Tons	@ 23.23	=	235,784.50
3. Tack	3,075 Gal	@ 1.03	=	3,126.50
4. Ton Mile Haul	40,600 Tons	@ 0.14	=	5,684.00
5. Administration		@ 5%	=	3,382.50
		<b>SUBTOTAL</b>	<b>=</b>	<b>\$315,637.50</b>
6. Penetrative Seal				
<i>Single</i> * Asphalt <i>AC-10</i>	14,000 Gal	@ 1.10	=	\$ 15,400.00
* Aggregate	464 CY	@ 85.00	=	39,440.00
7. Membrane Underseal	11,800 LF	@ 2.10	=	24,780.00
8. Striping (City Purchased Mat)			=	35,000.00
9. Utility Adjustments	50 Ea.	@ 90.00	=	4,500.00
10. Traffic Control	Lump Sum	@ 40,000	=	40,000.00
11. Testing (asphalt)	Lump Sum	@ 10,000	=	10,000.00
		<b>SUBTOTAL</b>	<b>=</b>	<b>\$179,620.00</b>
		<b>TOTAL</b>	<b>=</b>	<b>\$495,257.50</b>

*SERVE 5 AS TACK + CRACK SEALER*

NOTE: All separately contracted items (except 10 & 11) have been bid by City's purchasing agent. Items 10 & 11 will be bid separately.

*11 10000/1000 = 10  
25 gal @ 1.10  
26 lbs @ 1.50*

*0.05 gal/sk*

STATE OF TEXAS X  
COUNTY OF DALLAS X

TOWN/COUNTY AGREEMENT

WHEREAS, the Town of Addison, Texas, hereinafter called "Town" and the County of Dallas, hereinafter called the "County", want to enter into an agreement for the County to mill a depth ranging from 1 1/2" to 2 1/2" approximately 75,000 square yards of existing asphalt and place 2" Type "D" Hot Mix Concrete Overlay on Addison Road, from Belt Line Road to the City limits and Keller Springs Road from the North Dallas Tollway to Addison Road. These are Type "B" streets.

WHEREAS, Article 4413 32c), Vernon's Annotated Civil Statutes provides authorization for local governments to enter into contracts;

NOW, THEREFORE, THIS MEMORANDUM OF AGREEMENT is hereby made and entered into by Town and County upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Town requests County to mill streets designated on Attachment "A". This includes the milling, hauling, detailing, and sweeping, at an estimated cost of \_\_\_\_\_. County's HMAC contractor is to place 2" of hot mix asphaltic concrete at an estimated cost of \_\_\_\_\_ into escrow with the County. In the event the construction costs exceed the estimated cost, Town and County may agree to reduce the scope of work. Such agreement shall be in writing authorized in a manner as provided by law.

*Town is to place 50% of the cost of this work, or \_\_\_\_\_*

II.

The Town will contract separately for ~~single course penetrative seal (estimated at \_\_\_\_\_), membrane underseal of joints/cracks (estimated at \_\_\_\_\_), striping (estimated at \_\_\_\_\_), utility adjustments (estimated at \_\_\_\_\_), pavement repairs (estimated at \_\_\_\_\_),~~ traffic control (estimated at \_\_\_\_\_) and laboratory testing services (estimated at \_\_\_\_\_). The subtotal of this separately contracted work is \_\_\_\_\_, said cost to be shared equally by the Town and County. Upon completion of the work described in this paragraph, the Town will invoice the County for half the ~~estimated~~ cost, or \_\_\_\_\_.

~~estimated~~  
OK

ORDER NO. 91 131

COURT ORDER

COUNTY AUDITOR

JAN 22 1991 29

DATE: JAN 22 1991

FUNDS AVAILABLE

Fund 105

STATE OF TEXAS

COUNTY OF DALLAS

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 22nd day of January, 1991, on motion

made by Nancy E. Judy, Commissioner of District No. 2, and seconded by Jim Jackson, Commissioner of District No. 1, the following was adopted:

WHEREAS, the Town of Addison has requested the Commissioner of District No. 1 to cooperate with the City under the authority granted in Article 4413 (32c) VACS (Interlocal Cooperation Act) in maintenance and improvement of streets in the City for the fiscal year 1991; and

WHEREAS, the Town of Addison has agreed to reimburse Dallas County 50% of the total cost of work performed on Type "B" and Type "C" streets; and

WHEREAS, the Town of Addison has agreed to reimburse Dallas County the total labor, equipment and material costs on Type "E" streets; and

WHEREAS, the Commissioner of District No. 1 has agreed to provide the requested maintenance that may include scarifying, stabilizing, grading, patching, seal coating, pavement marking, mowing and other repairs; and

WHEREAS this request concerning Type "B", Type "C" and Type "E" projects according to the Dallas County Road and Bridge Policy as adopted by Court Order No. 84-659, and amended by Court Order 84-1013, is eligible for County cooperation.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Dallas County Commissioners Court that the Commissioner of District No. 1 is hereby authorized to cooperate with the Town of Addison as described above and the County Judge is hereby authorized and directed to execute the attached City/County Agreement.

DONE IN OPEN COURT, this the 22nd day of January, 1991.

[Signature]  
Lee F. Jackson, County Judge    [Signature] Jim Jackson, District 1    [Signature] Nancy E. Judy, District 2

[Signature] John Wiley Price, District 3    [Signature] Chris V. Semos, District 4

Recommended  
for Approval

[Signature]  
J. W. Bryan, P.E.  
Director of Public Works

STATE OF TEXAS     X  
                          X  
COUNTY OF DALLAS   X

CITY/COUNTY AGREEMENT

WHEREAS, the City of Addison, Texas, hereinafter called "City", and the County of Dallas, Texas, hereinafter called "County", want to enter into an annual agreement for the maintenance and improvement of city streets by the County;

WHEREAS, Article 4413 (32c), Vernon's Texas Civil Statutes, as amended, provides authorization for local governments to enter into intergovernmental contracts;

WHEREAS, the Dallas County Commissioners' Court has adopted Court Order No. 84-659, establishing the County Road and Bridge Policy and Order No. 89-1838, establishing the County Road List;

NOW, THEREFORE, THIS MEMORANDUM OF AGREEMENT is hereby made and entered into by the City and the County upon and for the mutual consideration stated herein:

PURPOSE:

The terms and conditions set forth within this Agreement provide the cooperative framework for the City and the County to undertake a variety of transportation planning, engineering, design, construction, and maintenance functions, services and activities. Unless specifically delineated and defined herein, all such functions, services and activities must be approved in advance of project initiation by the Commissioners' Court of Dallas County. Such approval will require, at a minimum, project definition of scope, type, location and estimated resources required by the City and by the County.

W I T N E S S E T H

I.

The City may request the County to perform services on the City's street system during the period from October 1, 1990, through September 30, 1991. Services may include improvements and maintenance of thoroughfares and bridges of major cross-country importance which are either existing or proposed or improvements and maintenance of minor (local) streets, roads, bridges and drainage facilities for a governmental entity as defined under Article 4413 (32c) VTCS, Interlocal Cooperation Act. Such work may include scarifying, stabilizing, grading, patching, seal coating, signing, pavement marking, mowing, widening, resectioning, overlaying and other repair or improvement projects.

II.

The City hereby agrees to reimburse to the County the total cost of all work performed (including labor, equipment, materials and administrative costs) on Type "E" streets on a monthly basis upon billing by the County. The City agrees to reimburse to the County 50% of the total cost of work performed on Type "B" and Type "C" streets, as outlined in the current Dallas County Road and Bridge Policy.

III.

The City agrees to indemnify and save harmless the County from any liability or damages the County may suffer as a result of claims, demands, costs or judgments against the County arising out of the performance of the work and services under this agreement or arising from any accident, injury or damage whatsoever, to any person or persons, or to the property of any person(s) or corporation(s) occurring during the performance of this agreement and on or about this project, except for any liability or damages caused by the negligence of the County, its agents, officers and/or employees.

IV.

The City agrees to allow the County to make routine special studies of traffic conditions within the City. These studies may include traffic counts, and measurements of speed, delay, and other factors. Any such studies conducted for County purposes and not specifically requested by the City will be at County expense.

V.

The City agrees to notify the County Department of Public Works within 30 days of any annexations or deannexations to allow the County to accurately maintain the Official Road List.

VI.

Specific projects to be undertaken by the terms and conditions of this agreement must be defined and clearly detailed in scope, type, location and party or parties performing the governmental functions or services. All payments must be in amounts that fairly compensate the performing party for the services or functions performed and shall be made from current revenues available to the paying party. Specific project detail must be documented and supplied for individual project approval before the project is begun.

BILLING:

All work will be billed within the first five working days after the end of the month in which it was performed. All invoices are due upon receipt. Escrowed funds are to be paid over to the County on a monthly basis under the same terms. A copy of each invoice is to be sent to the County Auditor as it is prepared for accounts receivable control.

MISCELLANEOUS:

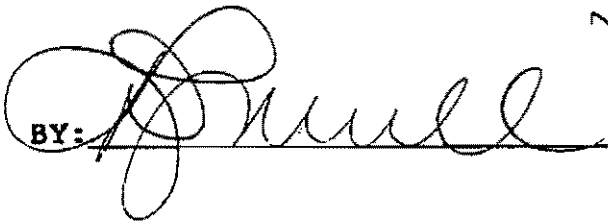
City and County certify that this interlocal agreement is executed in accordance with the governing provisions of the Texas Interlocal Cooperation Act, as amended, and that any required separate documented approval by the County will be accomplished as a condition precedent to the execution of this agreement.

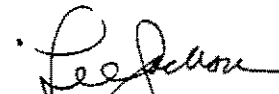


The City of Addison, Texas, has executed this Agreement pursuant to duly authorized City Council Resolution No. R90-137 dated 11-27-90. The County of Dallas has executed this Agreement pursuant to Commissioners' Court Order No. 91-131, on this 22nd day of January, ~~1990~~ 1991.

CITY OF ADDISON

COUNTY OF DALLAS

BY: 

BY:    
County Judge

APPROVED AS TO FORM:

\_\_\_\_\_  
Civil District Attorney

RESOLUTION NO. R90-137

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING A YEARLY INTERLOCAL AGREEMENT BETWEEN THE TOWN OF ADDISON AND DALLAS COUNTY FOR STREET MAINTENANCE WITHIN ADDISON.

WHEREAS, the Town of Addison desires to renew the Interlocal Agreement with Dallas County for the period October 1, 1990 through September 30, 1991, for minor street repairs; and

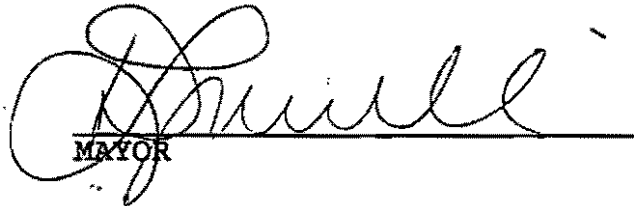
WHEREAS, although it has been several years since the city has used county forces for actual road work, the city continues to purchase some materials from them; and

WHEREAS, the county is available to assist us in emergency situations; now, therefore,

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

THAT, the City Council does hereby approve the 1991 Interlocal Agreement with Dallas County for assistance on street projects.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this the 27th day of November, 1990.

  
MAYOR

ATTEST:

  
CITY SECRETARY

OFFICE OF THE CITY SECRETARY

RESOLUTION NO. R90-137



## ROAD & BRIDGE DISTRICT NO. 1

SERVICE CENTER  
2311 JOE FIELD ROAD  
DALLAS, TEXAS 75229  
247-1735

October 24, 1986

Mr. Robin Jones  
Director of Streets  
Town of Addison  
P. O. Box 144  
Addison, Texas 75001

SUBJECT: Available Services to City

Dear Robin:

Just a short letter to let you know we are trying to put together a list of projects for the years of 1987 and 1988.

Enclosed is a road list with Type "B" roads highlighted for your city. If you feel the county can be of any assistance in upgrading traffic flow by the widening or reconstruction of roadways, please contact me.

In your review remember Dallas County can participate on Type "B" roads at a 50% cost sharing. The county funding 50% of the total cost of the project could be a great savings to your city. At the same time District 1 has the capability of doing the work with county forces and equipment adding further savings.

Please do not hesitate to contact us for any projects you may be considering. I am looking forward to serving the needs of your city.

Respectfully yours,

A handwritten signature in cursive script, appearing to read "Michael L. Sharp".

Michael L. Sharp  
Supervisor

MLS:sa

Enclosure

CURRENT DALLAS COUNTY ROAD LIST  
 Prepared by  
 Dallas County Public Works Dept.  
 J.W. Bryan Dir.  
 Tommy Phillips, Chief Cartographer  
 See Road Policy for detail  
 Court Order 84 659

DISTRICT NO. 1  
 1985

<u>MILES OF ROAD</u>	
TYPE-A	4.13
TYPE-B	244.02
TYPE-C	9.30
<u>TOTAL</u>	<u>257.45</u>

<u>SUB. SEC</u>	<u>TOWN</u>
01	County of Dallas
02	City of Dallas
03	Addison
04	Carrollton
05	Farmers Branch
06	Coppell
07	Irving
21	Richardson
22	Buckingham
30	University Park
31	Highland Park
32	Grapevine

<u>TOTAL MILEAGE</u>	
PAVED	257.36
GRAVEL	0.09
EARTH	0.00
<u>TOTAL</u>	<u>257.45</u>

DISTRICT NO. 1  
1985

ROAD	TYPE	STREET NAME	SEC	SUB	FROM	TO	P	G	E	TOTAL
909	B	Airdrome	01	02	Mockingbird Lane	Lenmon Ave.	0.20			0.20
101	B	Allen Road	01	06	Belt Line Rd.	0.09 Mile North	0.00	0.09		0.09
101	B	Allen Road	02	06	0.60 Mi. S. of Sandy Lake Rd.	0.78 Mile North of Sandy Lake	1.38			1.38
232	B	Arapaho Rd.	01	02	Oallas Parkway	Coit Road	3.10			3.10
232	B	Arapaho Rd.	02	21	Coit Rd.	Jupiter Rd.	5.15			5.15
103	B	Audelia Rd.	01	02	Buckingham Rd.	0.50 Mi. South	0.50			0.50
859	B	Avondale	01	02	Douglas Ave.	Fitzhugh Ave.	0.60			0.60
906	B	Bachman Drive	01	02	Denton Drive	Starlight Rd.	0.30			0.30
106	B	Belt Line Rd.	01	07	S.H. 114	Spur 635	1.10			1.10
106	A	Belt Line Rd.	02	01	Spur 635	Coppell City Limit	1.30			1.30
106	B	Belt Line Rd.	03	06	Dallas City Limit	Denton Tap Rd.	0.50			0.50
106	B	Belt Line Rd.	04	06	Denton Tap Rd.	Dallas City Limit	0.35			0.35
106	B	Belt Line Rd.	05	02	Dallas City Limit	Grapevine Creek	1.40			1.40
106	B	Belt Line Rd.	06	06	Grapevine Creek	Coppell City Limit	1.55			1.55
106	A	Belt Line Rd.	07	01	Coppell City Limit	Elm Fork of Trinity	0.16			0.16
106	B	Belt Line Rd.	08	04	Elm Fork of Trinity	I.H. 35E	1.80			1.80
106	B	Belt Line Rd.	09	04	Perry Rd.	Marsh Lane	2.30			2.30
106	B	Belt Line Rd.	10	03	Marsh Lane	Dallas Parkway	2.00			2.00
106	B	Belt Line Rd.	11	02	Dallas Parkway	Coit Rd.	3.30			3.30
106	B	Belt Line Rd.	12	21	Coit Rd.	Jupiter Rd.	5.20			5.20
825	B	Bennett	01	02	Alcott	Ross Ave.	0.90			0.90
567	B	Bethel Rd.	01	06	Tarrant County Line	Denton Tap Rd.	2.20			2.20
917	B	Blackburn	01	02	Turtle Creek Blvd.	S.H. 289	0.10			0.10
257	B	Brookhaven	01	05	Webb Chapel Rd.	Marsh Lane	1.35			1.35
257	B	Brookhaven	02	03	Marsh Lane	Spring Valley Rd.	0.60			0.60
116	B	Buckingham Rd.	01	21	0.05 Mi. W. of Plano Rd.	Jupiter Rd.	1.10			1.10
233	B	Campbell Rd.	01	02	Preston Rd.	Coit Rd.	2.30			2.30
233	B	Campbell Rd.	02	21	Coit Rd.	Jupiter Rd.	5.20			5.20
332	B	Centennial Blvd.	01	21	T. & N.O. Railroad	Buckingham City Limit	0.55			0.55
332	B	Centennial Blvd.	02	22	Buckingham City Limit	Buckingham City Limit	0.50			0.50
332	B	Centennial Blvd.	03	21	Buckingham City Limit	Buckingham Rd.	1.00			1.00
127	B	Coit Rd.	01	02	Forest Lane	Spring Valley Rd.	2.15			2.15
127	B	Coit Rd.	02	21	Spring Valley Rd.	Dallas City Limit	2.10			2.10
127	B	Coit Rd.	03	02	Dallas City Limit	Collin County Line	0.20			0.20
855	B	Cole Ave.	01	02	McKinney Ave.	Fitzhugh	0.90			0.90
921	B	College Ave.	01	04	I. H. 35E	Perry Rd.	1.00			1.00
908	B	Collins Blvd.	01	21	Alma Rd.	Plano Rd.	1.00			1.00
128	B	Coppell Rd.	01	06	0.04 Mi. S. of Bethel Rd.	Bethel Rd.	0.40			0.40
128	B	Coppell Rd.	02	06	Bethel Rd.	Sandy Lake Rd.	1.00			1.00
128	B	Coppell Rd.	03	06	Sandy Lake Rd.	Twatt Rd.	0.35			0.35

ROAD	TYPE	STREET NAME	SEC	SUB	FROM	TO	P	G	E	TOTAL
129	B	Cotton Rd.	01	06	Spur 635	Esters Rd.	0.30			0.30
907	B	Cridelle Rd.	01	02	Starlight Rd.	Hargrove Drive	0.60			0.60
134	B	Denton Tap Rd.	01	06	Denton County Line	Belt Line Rd.	2.95			2.95
858	B	Douglas Ave.	01	02	Cedar Springs Rd.	Holland Ave.	0.40			0.40
322	B	Esters Blvd.	01	07	Royal Lane	S. H. 114	1.10			1.10
824	B	Fitzhugh Ave.	01	02	Highland Park City Limit	M.K. & T. Railroad	0.20			0.20
323	B	Floyd Rd.	01	21	Campbell Rad.	Collin County Line	0.60			0.60
147	B	Forest Lane	01	02	Josey Lane	Greenville Ave.	7.90			7.90
178	B	Frances Way	01	21	Polk Street	Belt Line Rd.	0.40			0.40
255	B	Freeport Parkway	01	07	S. H. 114	Esters Blvd.	0.80			0.80
355	A	Fyke Rd.	01	01	Josey Lane	Webb Chapel Rd.	1.07			1.07
149	C	Greenville Ave.	01	21	Collin County Line	Campbell Rd.	1.00			1.00
149	B	Greenville Ave.	02	21	Campbell Rd.	Restland Rd.	4.60			4.60
149	B	Greenville Ave.	04	02	Loop 12	Ross Ave.	3.80			3.80
344	B	Hillicrest Ave.	01	02	Collin County Line	Loop 12	8.70			8.70
344	B	Hillicrest Ave.	02	30	Northwest Highway	Potomac Ave.	2.00			2.00
344	B	Hillicrest Ave.	03	31	Potomac Ave.	Abbott Ave.	0.60			0.60
552	B	Inwood Rd.	02	02	Mockingbird Lane	Dallas North Tollway	6.10			6.10
552	B	Inwood Rd.	03	05	Farmers Branch City Limit	Addison City Limit	1.40			1.40
552	B	Inwood Rd.	04	03	Addison City Limit	Belt Line Rd.	0.50			0.50
930	A	Irving Blvd.	01	01	Elm Fork Trinity River	Dallas City Limit	0.30			0.30
163	B	Josey Lane	01	04	Denton County Line	Ryke Rd.	3.00			3.00
163	B	Josey Lane	02	05	Fyke Rd.	Farmers Branch City Limit	2.60			2.60
163	B	Josey Lane	03	02	Farmers Branch City Limit	Forest Lane	0.20			0.20
164	B	Jupiter Rd.	01	21	Buckingham Rd.	Collin County Line	3.80			3.80
165	B	Keller Springs Rd.	01	04	Josey Lane	Addison City Limit	2.90			2.90
911	B	Kelley Springfield Blvd	01	04	Belt Line Rd.	Denton County Line	2.70			2.70
174	B	Ledbetter Rd.	01	07	Ranch Trail	MacArthur Blvd.	2.20			2.20
174	B	Ledbetter Rd.	02	06	Grapevine Creek	0.10 Mi. W. of Coppell City Limit	0.10			0.10
174	A	Ledbetter Rd.	03	01	0.10 Mi. E. of Grapevine Creek	F. M. 1382	0.80			0.80
789	B	Lemon Ave.	02	02	M.K. & T. Railroad	Dallas North Tollway	1.30			1.30
789	B	Lemon Ave.	04	02	Inwood Rd.	Loop 12	2.90			2.90
895	B	Live Oak Street	02	02	Skillman Ave.	Bryan Parkway	0.40			0.40
904	B	Lovers Lane	01	02	Lemmon Ave.	University Park City Limit	1.70			1.70
904	B	Lovers Lane	02	30	University Park City Limit	Boedeker Drive	2.10			2.10
904	B	Lovers Lane	03	02	Boedeker Drive	Abrams Rd.	1.30			1.30
179	B	Luna Rd.	01	02	California Crossing	Royal Lane	2.00			2.00
179	B	Luna Rd.	02	05	Royal Lane	Keenan Bridge Rd.	1.90			1.90
179	B	Luna Rd.	03	04	Keenan Bridge Rd.	F.M. 1380	2.20			2.20
234	B	MacArthur Blvd.	02	07	S.H. 114	Ledbetter Rd.	4.00			4.00
182	B	Marsh Lane	01	02	Northwest Highway	I.H. 635	4.35			4.35
182	B	Marsh Lane	02	05	I.H. 635	Belt Line Rd.	2.40			2.40
182	B	Marsh Lane	03	03	Belt Line Rd.	St. L. SW. Railway	0.30			0.30
182	B	Marsh Lane	04	04	St. L. SW. Railway	Denton County Line	2.20			2.20

ROAD	TYPE	STREET NAME	SEC	SUB	FROM	TO	P	G	E	TOTAL
848	B	Matilda Street	01	02	Woodcrest Lane	LaVista Drive	1.70			1.70
853	B	McKinney Ave.	01	02	Abbott Ave.	Fitzhugh Ave.	1.00			1.00
231	B	Midway Rd.	01	02	Loop 12	I. H. 635	4.30			4.30
231	B	Midway Rd.	02	05	I.H. 635	Spring Valley Rd.	0.90			0.90
231	B	Midway Rd.	03	03	Spring Valley Rd.	Addison City Limit	3.00			3.00
231	B	Midway Rd.	04	04	Addison City Limit	Trinity Mills Rd.	0.30			0.30
347	B	Mockingbird Lane	01	02	Trinity River	Westside Drive	4.75			4.75
347	B	Mockingbird Lane	02	31	Westside Drive	Highland Park E. City Limit	2.30			2.30
347	B	Mockingbird Lane	03	02	Highland Park E. City Limit	Abrams Rd.	1.60			1.60
862	B	Monarch Street	01	02	Fitzhugh Ave.	Henderson Ave.	0.30			0.30
571	B	Moor Rd.	01	06	Belt Line Rd.	Sandy Lake Rd.	1.00			1.00
351	B	O'Connor Rd.	01	07	Royal Ln.	0.60 Mi. Southeast	0.60			0.60
193	B	Old Denton Rd.	01	04	Whitlock Ave.	Denton County Line	1.40			1.40
197	B	Plano Rd.	01	21	Buckingham Rd.	Greenville Rd.	3.65			3.65
913	B	Polk Street	01	21	Frances Way	Sherman Street	1.10			1.10
905	B	Premier Row	01	02	Regal Row	Profit Drive	0.50			0.50
874	C	Preston Rd.	01	02	Royal Lane	Loop 12	1.80			1.80
874	C	Preston Rd.	02	30	Loop 12	University Park S. City Limit	2.00			2.00
874	B	Preston Rd.	03	31	University Park S. City Limit	Wycliff Ave.	1.30			1.30
874	B	Preston Rd.	04	02	Wycliff Ave.	Blackburn Street	0.40			0.40
152	B	Ranch Trail Rd.	01	07	Belt Line Rd.	Ledbetter Rd.	1.70			1.70
241	B	Ranchview Drive	01	07	Ledbetter Rd.	MacArthur Blvd.	0.60			0.60
201	B	Regal Row	01	07	S.H. 356	Harry Hines Blvd.	3.10			3.10
230	A	Restland Rd.	01	02	T. & N.O. Railroad	Greenville Ave.	0.50			0.50
202	B	Royal Lane	01	07	I.H. 635	Belt Line Rd.	3.20			3.20
202	B	Royal Lane	02	07	Valley View Lane	Elm Fork of Trinity River	2.60			2.60
202	B	Royal Lane	03	05	Elm Fork of Trinity River	S.F. & T. Railroad	1.00			1.00
202	B	Royal Lane	04	02	S.F. & T. Railroad	U. S. 75	8.50			8.50
202	B	Royal Lane	05	02	0.60 E. of U. S. 75	0.20 Mile East	0.20			0.20
206	B	Sandy Lake Rd.	01	06	Coppell Rd.	Carrollton City Limit	3.30			3.30
206	B	Sandy Lake Rd.	02	04	Carrollton City Limit	Carrollton City Limit	0.10			0.10
206	B	Sandy Lake Rd.	03	06	Carrollton City Limit	Elm Fork of Trinity River	0.40			0.40
206	B	Sandy Lake Rd.	04	02	Elm Fork of Trinity River	0.30 Mi. East	0.30			0.30
206	B	Sandy Lake Rd.	05	04	0.30 Mi. East of Trinity	Broadway Street	1.40			1.40
915	B	Sherman Street	01	21	Polk Street	Belt Line Rd.	0.05			0.05
208	B	Skillman Ave.	02	02	Northwest Highway	Live Oak Street	3.15			3.15
210	B	Spring Valley Rd.	01	03	Marsh Lane	Midway Rd.	1.00			1.00
210	B	Spring Valley Rd.	02	05	Midway Rd.	Dallas Parkway	1.00			1.00
210	B	Spring Valley Rd.	03	02	Dallas Parkway	Preston Rd.	1.00			1.00
210	B	Spring Valley Rd.	04	02	Preston Rd.	Hughes Lane	0.20			0.20
210	B	Spring Valley Rd.	05	02	0.40 Mi. W. of Hillcrest	Coit Rd.	1.50			1.50
210	B	Spring Valley Rd.	06	21	Coit Rd.	T. & N. O. Railroad	1.80			1.80
929	B	Southwestern	01	06	Belt Line Rd.	0.30 Mi. West	0.30			0.30
566	C	Trinity Mills Rd.	01	04	Broadway Street	Marsh Lane	4.50			4.50
566	B	Trinity Mills Rd.	02	04	Marsh Lane	Voss Rd.	1.00			1.00

ROAD	TYPE	STREET NAME	SEC	SUB	FROM	TO	P	G	E	TOTAL
918	B	Turtle Creek Blvd.	01	02	Cedar Springs Rd.	Blackburn St.	0.70			0.70
574	B	Tweat Rd.	01	06	Coppell Rd.	S. H. 121	1.00			1.00
574	B	Tweat Rd.	02	32	S. H. 121	County Line	0.20			0.20
220	B	Valley View Lane	02	07	S. H. 114	Elm Fork of Trinity River	2.45			2.45
220	B	Valley View Lane	03	05	Elm Fork of Trinity River	I. H. 635	6.10			6.10
220	B	Valley View Lane	04	02	I. H. 635	T & N.O. Railroad	0.50			0.50
221	B	Valwood	01	04	Luna Road	Carrollton City Limit	0.30			0.30
221	B	Valwood	02	05	Carrollton City Limit	Webb Chapel Rd.	2.20			2.20
354	B	Walnut Hill Lane	01	02	Spangler	Greenville Ave.	9.10			9.10
318	B	Walnut Restland Rd.	01	02	0.15 Mi. E. of Abrams Rd.	0.50 Mile East	0.50			0.50
223	B	Webb Chapel Rd.	01	02	Crideelle Drive	I.H. 635	3.85			3.85
223	B	Webb Chapel Rd.	02	05	I. H. 635	Belt Line Rd.	2.80			2.80
226	B	Whitlock Ave.	01	04	Broadway	Old Denton Rd.	0.50			0.50
857	B	Wycliff Ave.	01	02	Cedar Springs	Fitzhugh Ave.	1.10			1.10
							257.36	0.09	-0-	257.45

TOTAL TYPE ROAD MILES    TYPE A - 4.13    TYPE B - 244.02    TYPE C - 9.30





Rady & Associates, Inc.  
Engineers • Architects • Planners

April 30, 1991

Town of Addison  
5300 Beltline Road  
Addison, TX 75001

Attention: John Baumgartner, P.E.

RE: Addison Road/Keller Springs Rehabilitation  
(R&A 91009)

Dear John:

Rady and Associates, Inc. is pleased to have been awarded the above referenced project and we look forward to working with the Town of Addison. Please find attached two (2) copies of a signed agreement for execution by the Town of Addison. If you could return a completed copy to our office it would be greatly appreciated.

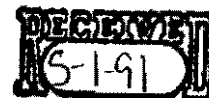
Thank you again for selecting Rady and Associates for this project. Please contact me at your earliest convenience when the data we discussed becomes available.

Yours very truly,

RADY AND ASSOCIATES, INC.

Wm. Bennett Ratliff, P.E.

WBR/pb  
Encl.  
oa2-9-2



PROFESSIONAL SERVICES AGREEMENT

BETWEEN

OWNER AND ENGINEER

THIS IS AN AGREEMENT made as of May 9, 19 91 between  
THE CITY OF ADDISON, TEXAS (OWNER) and RADY AND ASSOCIATES, INC.  
(ENGINEER). OWNER intends to Construct

THE REHABILITATION OF ADDISON ROAD AND KELLER SPRINGS ROAD

(hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.2. Study and Report Phase.

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity to OWNER's providing or obtaining from others data or services of the types described in paragraph 3.4.

1.2.3. Identify requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analyses of OWNER's requirements, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5. Estimate probable construction costs of various alternatives for the project.

1.2.6. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the considerations involved (including applicable requirements of governmental authorities having jurisdiction) and the alternative solutions available to OWNER and setting forth ENGINEER's recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for Owner pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs".

1.2.7. Furnish five copies of the Study and Report documents and review them with OWNER.

### 1.3. Preliminary Design Phase.

1.3.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3. Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5. Furnish five copies of the above Preliminary Design documents and present and review them with OWNER.

### 1.4. Final Design Phase.

1.4.1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs, prepare for incorporation in the Contract Documents final drawings to show the general scope, extent, and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications.

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and to assist in the preparation of other related documents.

1.4.5. Furnish five copies of the above documents and of the Drawings and Specifications and present and review them with OWNER.

#### 1.5. Bidding or Negotiating Phase.

1.5.1. After OWNER's Review of the Contract Documents, Drawings and Specifications, assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.5.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the ENGINEER'S knowledge or opinion regarding acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding Documents.

1.5.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contractors is allowed by the Bidding Documents.

1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals, for the Owner's award of contracts for construction, materials, equipment and services.

## 1.6. Construction Phase.

### During the Construction Phase:

1.6.1. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be extended, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise agreed to in writing by ENGINEER and OWNER.

1.6.2. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.6.2.2. The purpose of ENGINEER's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide the OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure to Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. According, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3. Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a

completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.6.5. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.6.6. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.6.7. Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.6.8. Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. OWNER agrees to defend, save, and hold Engineer harmless from any damages arising from or related to any such interpretations or decisions rendered in good faith.

1.6.9. Applications for Payment. Based on ENGINEER's on-site observations, and on review of applications for payment and the accompanying data and schedules:

1.6.9.1. ENGINEER shall recommend in writing payments to Contractor(s). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed

beyond the responsibilities specifically assigned to ENGINEER in this Agreement. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.6.10. Contractor(s)' Completion Documents. ENGINEER shall receive maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are assembled by Contractor(s) in accordance with the Contract Documents and shall transmit them to OWNER.

1.6.11. Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.

1.6.12. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 thru 1.6.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

## SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

### 2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1. through 2.1.14, inclusive. These services are not included as part of Basic Services; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. If ENGINEER's compensation is on the basis of a percentage of Construction Cost, services resulting from the award of more separate prime contracts for construction, materials or equipment for the Project than are contemplated by paragraph 5.1.1.2. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has



been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.

2.1.9. Services during the out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.

2.1.11. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12. Preparation of operating, maintenance and staffing manuals to supplement Basic Services.

2.1.13. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.4.2).

2.1.14. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

## 2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s).

2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) acceleration of the progress schedule involving services beyond normal working hours, and (3) default by any Contractor.

2.2.5. Services in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6. Services and expenses in connection with furnishing contract documents, final design drawings and specifications required in the bidding and negotiating phase and the construction phase, in excess of ten (10) sets.

### SECTION 3 - OWNER'S RESPONSIBILITIES

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

3.1. Designate a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, the following:

3.4.1. data prepared by or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property, boundary, easement, right-of-way, topographic and utility surveys;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restriction; and

3.4.7. other special data or consultations not covered in Section 2;

all of which ENGINEER may use and rely upon in performing services under this Agreement.

3.5. Provide engineering surveys to establish reference points for construction to enable Contractor(s) to proceed with the layout of the work.

3.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9. Provide such accounting, independent cost estimating and insurance counselling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

3.10. If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12. Furnish the ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 and 3.11, inclusive and other costs of the types referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

3.14. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

3.15. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.16. Bear all costs incident to compliance with the requirements of this Section 3.

#### SECTION 4 - PERIODS OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto.

4.2. The services called for in the Study and Report Phase will be completed and the Report submitted within a period agreed between OWNER and ENGINEER.

4.3. After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs.

4.4. After acceptance by OWNER of Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project.

4.5. ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.

4.6. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors(s).

4.7. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect to separate prime contracts if the Project involves more than one prime contract.

4.8. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be equitably adjusted.

4.9. If the Construction Phase has not commenced within ninety (90) calendar days after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.10. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one (1) year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials or equipment more than one year after Substantial Completion is achieved under that contract, the various rates of compensation provided for in this Agreement shall be subject to equitable adjustment.

4.11. In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design,

Bidding and Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently.

## SECTION 5 - PAYMENTS TO ENGINEER

### 5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

5.1.1.1. One Prime Contract. If only one prime contract is awarded for construction, materials and equipment for the Project, the fee for such Basic Services shall be determined on an hourly basis utilizing the rates shown in paragraph 5.4.1 plus applicable direct expenses, with the total fee for such Basic Services not to exceed \$22,500.00.

5.1.1.2. Several Prime Contracts. If more than one separate prime contract is awarded for construction, materials and equipment for the Project, services deemed necessary by the ENGINEER to facilitate the award of the second and subsequent prime contracts shall be considered Additional Services and the fee determined as identified in paragraph 5.1.2.

5.1.2. For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2, on the basis of ENGINEER's hourly rates as defined in paragraph 5.4.1.

5.1.2.2. Professional Associates and Consultants. For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to ENGINEER therefor times a factor of 1.1.

5.1.3. For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1. and 5.1.2, OWNER shall pay ENGINEER the actual cost times a factor of 1.1 for all Reimbursable Expenses incurred in connection with all Additional Services.

5.1.4. Construction Costs. As used in this paragraph 5.1, the terms "Hourly Rates" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4, and the term "Construction Cost" has the meaning assigned to it in paragraph 6.1. When Construction Cost is used as a basis for payment it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:

5.1.4.1. For completed construction work, the total cost of all work performed as designed or specified by ENGINEER.

5.1.4.2. For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work.

5.1.4.3. For work designed or specified but not constructed upon which no such bid is received, ENGINEER's most recent opinion of probable Construction Cost.

Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from Construction Costs on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

## 5.2. Times of Payments.

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

## 5.3. Other Provisions Concerning Payments.

5.3.1. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full amounts due for services, expenses and charges.

5.3.2. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's hourly rates for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination, which, if termination is at Owner's convenience, shall include contract damages provided by law.

#### 5.4. Definitions.

5.4.1. The hourly rates used as a basis for payment for the time of all ENGINEER's personnel engaged directly on the Project are as follows:

Principal	\$100.00
Project Manager	\$80.00
Senior Engineer	\$70.00
Senior Architect	\$70.00
Engineer	\$60.00
Architect	\$60.00
Designer	\$55.00
Technician	\$50.00
Draftsman	\$35.00
Clerical	\$30.00
Survey Party (3 man)	\$150.00
Computer Usage	\$25.00

5.4.2. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); subsistence and transportation toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items.

### SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

#### 6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counselling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. [Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.6.]

#### 6.2. Opinions of Cost.

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein represent ENGINEER's best judgment as an experienced and qualified professional engineer, but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction



Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

## SECTION 7 - GENERAL CONSIDERATION

### 7.1. Termination.

The obligations under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

### 7.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 7.3. Insurance.

7.3.1. ENGINEER shall procure and maintain Worker's Compensation and Employer's Liability Insurance for protection from claims under the workers' compensation act.

7.3.2. To the extent that professional liability insurance is and remains available at commercially reasonable rates, ENGINEER will maintain Professional Liability Insurance to protect the OWNER from damages, loss or liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than ONE MILLION DOLLARS (\$1,000,000.00).

7.3.3. Upon written request of OWNER received within thirty (30) days of the acceptance hereof, ENGINEER will provide Professional Liability Insurance additional to the amount of coverage stated in paragraph 7.3.2, if available, and the OWNER will reimburse ENGINEER for the costs incurred by ENGINEER in obtaining such increased coverage. To the fullest extent permitted by law, OWNER agrees that ENGINEER's liability to OWNER for any damages, losses, injuries, claims, liability, or indemnity commitments arising in any way out of ENGINEER's performance of this Agreement, including but not limited to, ENGINEER's negligency, errors, omissions, strict liability, breach of contract or breach of warranty, is limited to the amount of coverage stated in paragraph 7.3.2 unless OWNER shall elect to request that additional coverage be purchased in accordance with the provisions herein. In no event shall ENGINEER be liable for any indirect, special or consequential loss or damage arising out of services hereunder, including but not limited to loss of use, loss of profit or business interruption, whether caused by ENGINEER, or otherwise, and, to the fullest extent permitted by law OWNER shall indemnify and hold ENGINEER harmless from any such damages or liability.

#### 7.4. Indemnification for Hazardous Waste and Asbestos.

7.4.1. In consideration of the unavailability of professional liability insurance for services involving or relating to hazardous waste elements of this agreement, or the removal or encapsulation of asbestos, it is further agreed that the OWNER shall indemnify and hold harmless ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by ENGINEER, or claims against ENGINEER related to hazardous waste or asbestos activities.

7.4.2. This indemnification provision extends to claims against ENGINEER which arise out of, are related to, or are based upon the disposal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourse, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

#### 7.5. Severability and Reformation.

7.5.1. Any provision or part thereof of this agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

## 7.6. Controlling Law.

This Agreement is to be governed by the laws of the State of Texas.

## 7.7. Successors and Assigns.

7.7.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.7.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

## SECTION 8 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

8.1. The following Exhibits are attached to and made a part of this Agreement:

8.1.1. Exhibit A "Scope of Work" consisting of 1 page.

8.2. THIS AGREEMENT (consisting of pages 1 to 19, inclusive) together with the Exhibits and Schedules identified above, constitutes the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument. THE OWNER AND ENGINEER EACH ACKNOWLEDGE BY THE EXECUTION OF THIS AGREEMENT THAT NEITHER THE OWNER NOR THE ENGINEER HAS MADE ANY REPRESENTATIONS OR HAS MADE ANY EXPRESSED OR IMPLIED WARRANTIES NOT CONTAINED IN THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER: *Town of Addison*  
*Ron Whitehead*  
*City Manager*

BY: *Ron Whitehead*

Address for giving notices:

*P.O. Box 144*

*Addison, Tx 75001*

*Attn: John Baumgartner*  
✓

ENGINEER:

RADY & ASSOCIATES, INC.

BY: *Russell Johnson*

Address for giving notices:

910 Collier Street  
Fort Worth, TX 76102

## EXHIBIT "A"

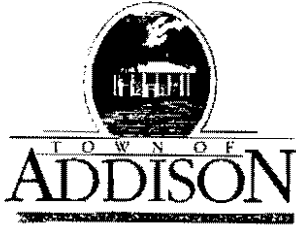
### SCOPE OF WORK

1. Collect available data relative to Addison Road and Keller Springs Road including construction plans, utility plans and utility company maps.
2. Perform a visual survey of the project to determine if collected data is complete and of an accuracy appropriate for the project.
3. Prepare plans of the project reflecting in plan view the valve boxes, manholes and traffic signal loop detectors to be adjusted/replaced and proposed permanent pavement markings.
4. Prepare construction phasing plans indicating project phasing during milling, utility adjustment and overlay placement phases.
5. Prepare necessary standard details for valve box and manhole adjustments and typical permanent striping and traffic button placement.
6. Prepare contract documents and technical specifications for traffic loop adjustments, traffic button installation, permanent and temporary pavement markings and utility adjustments utilizing State Department of Highways standard specifications where appropriate.
7. Perform an internal quality review to determine project completeness, conformance with design intent and buildability, and incorporate comments.
8. Review draft plans and contract documents with the Addison City staff and incorporate or otherwise address review comments.
9. Assist the City of Addison in the advertisement for bids, response to contractor questions, bid opening and tabulation and recommendation of award.

For this project there shall be no Study and Report Phase required as called for in the contract. The period of service shall include 10 days to prepare and submit Preliminary Design Phase documents, commencing the date a notice to proceed is received in our office; and 20 days to prepare and submit Final Design Phase documents, commencing the date review comments are received in our office regarding the Preliminary Design Phase documents.

Bidding or Negotiating Phase services shall be provided in a timely manner consistent with the schedule established by the City of Addison.

Construction Phase services are not included herein as a part of the Scope of Services defined as Basic Services. All Construction Phase services shall be provided on an as-needed basis to be determined by the City of Addison and shall be considered Additional Services under the terms of this contract.



CITY ENGINEER'S OFFICE

Post Office Box 144 Addison, Texas 75001

(214) 450-2886

16801 Westgrove

M E M O R A N D U M

April 15, 1991

To: Greg Dunham, Assistant City Manager

From: John R. Baumgartner, City Engineer *JRB*  
*4-15-91*

RE: Addison Road and Keller Springs Road Rehabilitation

Attached is a proposal from Rady Associates for a time and material contract not to exceed \$22,500 to provide engineering services to facilitate the rehabilitation of Addison Road from Belt Line Road to the City limits and Keller Springs Road from North Dallas Tollway to Addison Road.

The scope of the improvements will include milling, levelling, and resurfacing both Addison Road and Keller Springs Road to increase safety, reduce yearly maintenance expenditures, and improve the ride. The Town is negotiating with the County to share some of the costs (see attached estimate) associated with the project. Funds for this contract and the proposed improvements are budgeted in the Capital Street Fund.

Staff recommends this to council for consideration. If you concur, please have Carmen place an item on the April 23, 1991, Council agenda authorizing Ron to execute the agreement with Rady Associates.

JRB/rp

Attachment

cc: Randy Moravec  
Robin Jones

COST PROJECTION FOR  
ADDISON ROAD/KELLER SPRINGS ROAD REHABILITATION  
APRIL 15, 1991

COUNTY PROVIDED IMPROVEMENTS

1.	MILLING	\$ 75,000.00
2.	2" H.M.A.C.	\$199,897.50
3.	TACK	\$ 2,520.00
4.	HAUL	\$ 11,550.00
5.	INSPECTION/ADMINISTRATION	\$ 4,198.50
	SUB-TOTAL	\$293,166.00

TOWN PROVIDED IMPROVEMENTS

6.	UTILITY ADJUSTMENTS	\$ 8,700.00
7.	TRAFFIC CONTROL	\$ 25,000.00
8.	TRAFFIC LOOP REPLACEMENT	\$ 5,000.00
9.	TRAFFIC MARKINGS	\$ 45,000.00
10.	ENGINEERING	\$ 22,500.00
11.	MATERIALS & TESTING	\$ 5,000.00
12.	CONTRACT ADMINISTRATION	STAFF
13.	INSPECTION	STAFF
14.	CONTINGENCY	\$ 25,000.00
	SUB-TOTAL	\$136,200.00
	TOTAL ESTIMATED PROJECT COST	\$429,366.00
	COUNTY SHARE	\$146,583.00
	TOWN SHARE	\$282,783.00



Rady & Associates, Inc.  
Engineers • Architects • Planners

March 21, 1991

City of Addison  
5300 Beltline  
Addison, TX 75001

Attention: John Baumgartner, P.E.

RE: Addison Road/Keller Springs Rehabilitation

Dear John:

Rady and Associates, Inc. appreciates the opportunity to submit a revised proposal for engineering services for the above referenced project. Based upon our meeting with you, subsequent telephone conversations, and an inspection of the project site, we propose the following scope of services:

1. Collect available data relative to Addison Road and Keller Springs Road including construction plans, utility plans and utility company maps.
2. Perform a visual survey of the project to determine if collected data is complete and of an accuracy appropriate for the project.
3. Prepare plans of the project reflecting in plan view the valve boxes, manholes and traffic signal loop detectors to be adjusted/replaced and proposed permanent pavement markings.
4. Prepare construction phasing plans indicating project phasing during milling, utility adjustment and overlay placement phases.
5. Prepare necessary standard details for valve box and manhole adjustments and typical permanent striping and traffic button placement.
6. Prepare contract documents and technical specifications for traffic loop adjustments, traffic button installation, permanent and temporary pavement markings and utility adjustments utilizing State Department of Highways standard specifications where appropriate.
7. Perform an internal quality review to determine project completeness, conformance with design intent and buildability, and incorporate comments.



8. Review draft plans and contract documents with the Addison City staff and incorporate or otherwise address review comments.
9. Assist the City of Addison in the advertisement for bids, response to contractor questions, bid opening and tabulation and recommendation of award.

Because of the uncertainties with regard to the level of involvement that will be required by Rady and Associates' personnel during construction due to contractor coordination, contract time and overall contract schedule, we have not proposed that construction responsibilities be included in the basic fee. We propose to perform construction administration on an as-needed basis at the contracted hourly rates proposed herein.

For the above referenced scope of services, we have estimated the required number of manhours for each task as indicated on the attached breakdown. As a result, we estimate our fee not to exceed \$22,500.00, and the time necessary to complete the design of the project to be 30 days from the date we are notified to proceed.

Rady and Associates, Inc. proposes to bill these services on a monthly basis based upon actual hours of services performed by each classification of personnel. Current hourly rates as proposed for this project are as follows:

Principal	\$100.00/hour
Project Manager	80.00/hour
Senior Engineer	70.00/hour
Engineer	60.00/hour
Technician	50.00/hour
Draftsman	35.00/hour
Clerical	30.00/hour
Computer	25.00/hour

Direct expenses incurred during the execution of this project will be invoiced at cost times a multiplier of 1.1 for such items as printing, mileage, supplies, etc.

Please find attached a draft contract for Engineering Services for your review and approval if deemed appropriate.

City of Addison  
Page 3.

Again, we are pleased to be given the opportunity to present this proposal to the City of Addison and are excited about the possibility of working with you on this project. If you would like to discuss this proposal further or if you have any questions or comments, please do not hesitate to contact us.

Yours very truly,

RADY AND ASSOCIATES, INC.

  
Derrell Johnson, P.E. *pb*

  
Wm. Bennett Ratliff, P.E.

DJ/WBR/pb  
Encl.  
oa-10-28

RADY AND ASSOCIATES, INC.

PROJECT PLANNING SHEET

DATE - 20-MAR-1991  
04:01:16 PM

CLIENT - CITY OF ADDISON, TEXAS  
PROJECT - ADDISON ROAD / KELLER SPRINGS REHABILITATION  
R&A NO -

PHASE - PROPOSAL  
PHASE COMPLETION - 30 DAYS

TASK NUMBER	TASK DESCRIPTION	-----STAFF-----									TOTAL HOURS	
		PRIN	VP	ENG	CLER	WBR	LJB	BKY	CMPTR	---		---
1	Project Administration	4		8	4	8	0	0	0	0	0	24
2	Client Meetings	0		0	0	8	4	0	0	0	0	12
3	Data Collection	0		0	0	3	4	0	0	0	0	7
4	Site Survey	0		0	0	0	8	8	0	0	0	16
5	Plan Preparation (6 Shts)	0		4	0	8	32	60	0	0	0	104
6	Construction Phasing Plans	0		2	0	4	16	16	0	0	0	38
7	Details	0		0	0	2	8	16	0	0	0	26
8	Specifications	0		2	8	4	20	2	2	0	0	38
9	Internal Review & Corrections	4		8	2	4	8	8	0	0	0	34
10	Client Review & Corrections	0		0	2	6	8	12	0	0	0	28
11	Bid & Award	0		0	4	16	0	0	0	0	0	20
SUBTOTAL HOURS		8		24	20	63	108	122	2	0	0	347

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

OWNER AND ENGINEER

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 19\_\_\_\_ between  
THE CITY OF ADDISON, TEXAS \_\_\_\_\_ (OWNER) and RADY AND ASSOCIATES, INC.  
(ENGINEER). OWNER intends to Construct

THE REHABILITATION OF ADDISON ROAD AND KELLER SPRINGS ROAD

(hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.2. Study and Report Phase.

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity to OWNER's providing or obtaining from others data or services of the types described in paragraph 3.4.

1.2.3. Identify requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analyses of OWNER's requirements, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5. Estimate probable construction costs of various alternatives for the project.

1.2.6. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the considerations involved (including applicable requirements of governmental authorities having jurisdiction) and the alternative solutions available to OWNER and setting forth ENGINEER's recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for Owner pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs".

1.2.7. Furnish five copies of the Study and Report documents and review them with OWNER.

### 1.3. Preliminary Design Phase.

1.3.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3. Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5. Furnish five copies of the above Preliminary Design documents and present and review them with OWNER.

### 1.4. Final Design Phase.

1.4.1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs, prepare for incorporation in the Contract Documents final drawings to show the general scope, extent, and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications.

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and to assist in the preparation of other related documents.

1.4.5. Furnish five copies of the above documents and of the Drawings and Specifications and present and review them with OWNER.

#### 1.5. Bidding or Negotiating Phase.

1.5.1. After OWNER's Review of the Contract Documents, Drawings and Specifications, assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.5.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the ENGINEER'S knowledge or opinion regarding acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding Documents.

1.5.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contractors is allowed by the Bidding Documents.

1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals, for the Owner's award of contracts for construction, materials, equipment and services.

## 1.6. Construction Phase.

### During the Construction Phase:

1.6.1. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be extended, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise agreed to in writing by ENGINEER and OWNER.

1.6.2. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.6.2.2. The purpose of ENGINEER's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide the OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure to Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3. Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a

completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.6.5. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.6.6. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.6.7. Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.6.8. Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. OWNER agrees to defend, save, and hold Engineer harmless from any damages arising from or related to any such interpretations or decisions rendered in good faith.

1.6.9. Applications for Payment. Based on ENGINEER's on-site observations, and on review of applications for payment and the accompanying data and schedules:

1.6.9.1. ENGINEER shall recommend in writing payments to Contractor(s). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed



beyond the responsibilities specifically assigned to ENGINEER in this Agreement. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.6.10. Contractor(s)' Completion Documents. ENGINEER shall receive maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are assembled by Contractor(s) in accordance with the Contract Documents and shall transmit them to OWNER.

1.6.11. Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.

1.6.12. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 thru 1.6.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

## SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

### 2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1. through 2.1.14, inclusive. These services are not included as part of Basic Services; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. If ENGINEER's compensation is on the basis of a percentage of Construction Cost, services resulting from the award of more separate prime contracts for construction, materials or equipment for the Project than are contemplated by paragraph 5.1.1.2. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has

been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.

2.1.9. Services during the out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.

2.1.11. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12. Preparation of operating, maintenance and staffing manuals to supplement Basic Services.

2.1.13. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.4.2).

2.1.14. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

## 2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s).

2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) acceleration of the progress schedule involving services beyond normal working hours, and (3) default by any Contractor.

2.2.5. Services in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6. Services and expenses in connection with furnishing contract documents, final design drawings and specifications required in the bidding and negotiating phase and the construction phase, in excess of ten (10) sets.

### SECTION 3 - OWNER'S RESPONSIBILITIES

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

3.1. Designate a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, the following:

3.4.1. data prepared by or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property, boundary, easement, right-of-way, topographic and utility surveys;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restriction; and

3.4.7. other special data or consultations not covered in Section 2;

all of which ENGINEER may use and rely upon in performing services under this Agreement.

3.5. Provide engineering surveys to establish reference points for construction to enable Contractor(s) to proceed with the layout of the work.

3.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9. Provide such accounting, independent cost estimating and insurance counselling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

3.10. If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12. Furnish the ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 and 3.11, inclusive and other costs of the types referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

3.14. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

3.15. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.16. Bear all costs incident to compliance with the requirements of this Section 3.

#### SECTION 4 - PERIODS OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto.

4.2. The services called for in the Study and Report Phase will be completed and the Report submitted within a period agreed between OWNER and ENGINEER.

4.3. After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs.

4.4. After acceptance by OWNER of Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project.

4.5. ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.

4.6. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors(s).

4.7. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect to separate prime contracts if the Project involves more than one prime contract.

4.8. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be equitably adjusted.

4.9. If the Construction Phase has not commenced within ninety (90) calendar days after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.10. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one (1) year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials or equipment more than one year after Substantial Completion is achieved under that contract, the various rates of compensation provided for in this Agreement shall be subject to equitable adjustment.

4.11. In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design,

Bidding and Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently.

#### SECTION 5 - PAYMENTS TO ENGINEER

##### 5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

5.1.1.1. One Prime Contract. If only one prime contract is awarded for construction, materials and equipment for the Project, the fee for such Basic Services shall be determined on an hourly basis utilizing the rates shown in paragraph 5.4.1 plus applicable direct expenses, with the total fee for such Basic Services not to exceed \$22,500.00.

5.1.1.2. Several Prime Contracts. If more than one separate prime contract is awarded for construction, materials and equipment for the Project, services deemed necessary by the ENGINEER to facilitate the award of the second and subsequent prime contracts shall be considered Additional Services and the fee determined as identified in paragraph 5.1.2.

5.1.2. For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2, on the basis of ENGINEER's hourly rates as defined in paragraph 5.4.1.

5.1.2.2. Professional Associates and Consultants. For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to ENGINEER therefor times a factor of 1.1.

5.1.3. For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1. and 5.1.2, OWNER shall pay ENGINEER the actual cost times a factor of 1.1 for all Reimbursable Expenses incurred in connection with all Additional Services.

5.1.4. Construction Costs. As used in this paragraph 5.1, the terms "Hourly Rates" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4, and the term "Construction Cost" has the meaning assigned to it in paragraph 6.1. When Construction Cost is used as a basis for payment it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:



5.1.4.1. For completed construction work, the total cost of all work performed as designed or specified by ENGINEER.

5.1.4.2. For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work.

5.1.4.3. For work designed or specified but not constructed upon which no such bid is received, ENGINEER's most recent opinion of probable Construction Cost.

Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from Construction Costs on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

## 5.2. Times of Payments.

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

## 5.3. Other Provisions Concerning Payments.

5.3.1. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full amounts due for services, expenses and charges.

5.3.2. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's hourly rates for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination, which, if termination is at Owner's convenience, shall include contract damages provided by law.

#### 5.4. Definitions.

5.4.1. The hourly rates used as a basis for payment for the time of all ENGINEER's personnel engaged directly on the Project are as follows:

Principal	\$100.00
Project Manager	\$80.00
Senior Engineer	\$70.00
Senior Architect	\$70.00
Engineer	\$60.00
Architect	\$60.00
Designer	\$55.00
Technician	\$50.00
Draftsman	\$35.00
Clerical	\$30.00
Survey Party (3 man)	\$150.00
Computer Usage	\$25.00

5.4.2. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); subsistence and transportation toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items.

### SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

#### 6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counselling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. [Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.6.]

#### 6.2. Opinions of Cost.

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein represent ENGINEER's best judgment as an experienced and qualified professional engineer, but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction

Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

## SECTION 7 - GENERAL CONSIDERATION

### 7.1. Termination.

The obligations under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

### 7.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 7.3. Insurance.

7.3.1. ENGINEER shall procure and maintain Worker's Compensation and Employer's Liability Insurance for protection from claims under the workers' compensation act.

7.3.2. To the extent that professional liability insurance is and remains available at commercially reasonable rates, ENGINEER will maintain Professional Liability Insurance to protect the OWNER from damages, loss or liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than ONE MILLION DOLLARS (\$1,000,000.00).

7.3.3. Upon written request of OWNER received within thirty (30) days of the acceptance hereof, ENGINEER will provide Professional Liability Insurance additional to the amount of coverage stated in paragraph 7.3.2, if available, and the OWNER will reimburse ENGINEER for the costs incurred by ENGINEER in obtaining such increased coverage. To the fullest extent permitted by law, OWNER agrees that ENGINEER's liability to OWNER for any damages, losses, injuries, claims, liability, or indemnity commitments arising in any way out of ENGINEER's performance of this Agreement, including but not limited to, ENGINEER's negligency, errors, omissions, strict liability, breach of contract or breach of warranty, is limited to the amount of coverage stated in paragraph 7.3.2 unless OWNER shall elect to request that additional coverage be purchased in accordance with the provisions herein. In no event shall ENGINEER be liable for any indirect, special or consequential loss or damage arising out of services hereunder, including but not limited to loss of use, loss of profit or business interruption, whether caused by ENGINEER, or otherwise, and, to the fullest extent permitted by law OWNER shall indemnify and hold ENGINEER harmless from any such damages or liability.

#### 7.4. Indemnification for Hazardous Waste and Asbestos.

7.4.1. In consideration of the unavailability of professional liability insurance for services involving or relating to hazardous waste elements of this agreement, or the removal or encapsulation of asbestos, it is further agreed that the OWNER shall indemnify and hold harmless ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by ENGINEER, or claims against ENGINEER related to hazardous waste or asbestos activities.

7.4.2. This indemnification provision extends to claims against ENGINEER which arise out of, are related to, or are based upon the disposal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourse, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

#### 7.5. Severability and Reformation.

7.5.1. Any provision or part thereof of this agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

7.6. Controlling Law.

This Agreement is to be governed by the laws of the State of Texas.

7.7. Successors and Assigns.

7.7.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.7.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

8.1. The following Exhibits are attached to and made a part of this Agreement:

8.1.1. Exhibit A "Scope of Work" consisting of 1 page.

8.2. THIS AGREEMENT (consisting of pages 1 to 19, inclusive) together with the Exhibits and Schedules identified above, constitutes the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument. THE OWNER AND ENGINEER EACH ACKNOWLEDGE BY THE EXECUTION OF THIS AGREEMENT THAT NEITHER THE OWNER NOR THE ENGINEER HAS MADE ANY REPRESENTATIONS OR HAS MADE ANY EXPRESSED OR IMPLIED WARRANTIES NOT CONTAINED IN THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

\_\_\_\_\_

ENGINEER:

RADY & ASSOCIATES, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

Address for giving notices:

910 Collier Street  
Fort Worth, TX 76102

oa2-7-1  
3-21-91

## EXHIBIT "A"

### SCOPE OF WORK

1. Collect available data relative to Addison Road and Keller Springs Road including construction plans, utility plans and utility company maps.
2. Perform a visual survey of the project to determine if collected data is complete and of an accuracy appropriate for the project.
3. Prepare plans of the project reflecting in plan view the valve boxes, manholes and traffic signal loop detectors to be adjusted/replaced and proposed permanent pavement markings.
4. Prepare construction phasing plans indicating project phasing during milling, utility adjustment and overlay placement phases.
5. Prepare necessary standard details for valve box and manhole adjustments and typical permanent striping and traffic button placement.
6. Prepare contract documents and technical specifications for traffic loop adjustments, traffic button installation, permanent and temporary pavement markings and utility adjustments utilizing State Department of Highways standard specifications where appropriate.
7. Perform an internal quality review to determine project completeness, conformance with design intent and buildability, and incorporate comments.
8. Review draft plans and contract documents with the Addison City staff and incorporate or otherwise address review comments.
9. Assist the City of Addison in the advertisement for bids, response to contractor questions, bid opening and tabulation and recommendation of award.

For this project there shall be no Study and Report Phase required as called for in the contract. The period of service shall include 10 days to prepare and submit Preliminary Design Phase documents, commencing the date a notice to proceed is received in our office; and 20 days to prepare and submit Final Design Phase documents, commencing the date review comments are received in our office regarding the Preliminary Design Phase documents.

Bidding or Negotiating Phase services shall be provided in a timely manner consistent with the schedule established by the City of Addison.

Construction Phase services are not included herein as a part of the Scope of Services defined as Basic Services. All Construction Phase services shall be provided on an as-needed basis to be determined by the City of Addison and shall be considered Additional Services under the terms of this contract.

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

OWNER AND ENGINEER

THIS IS AN AGREEMENT made as of May 9, 1991 between THE CITY OF ADDISON, TEXAS (OWNER) and RADY AND ASSOCIATES, INC. (ENGINEER). OWNER intends to Construct

THE REHABILITATION OF ADDISON ROAD AND KELLER SPRINGS ROAD

(hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as herein-after provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.2. Study and Report Phase.

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity to OWNER's providing or obtaining from others data or services of the types described in paragraph 3.4.

1.2.3. Identify requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analyses of OWNER's requirements, planning surveys, site evaluations and comparative studies of prospective sites and solutions.



1.2.5. Estimate probable construction costs of various alternatives for the project.

1.2.6. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the considerations involved (including applicable requirements of governmental authorities having jurisdiction) and the alternative solutions available to OWNER and setting forth ENGINEER's recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for Owner pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs".

1.2.7. Furnish five copies of the Study and Report documents and review them with OWNER.

### 1.3. Preliminary Design Phase.

1.3.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3. Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5. Furnish five copies of the above Preliminary Design documents and present and review them with OWNER.

### 1.4. Final Design Phase.

1.4.1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs, prepare for incorporation in the Contract Documents final drawings to show the general scope, extent, and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications.

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and to assist in the preparation of other related documents.

1.4.5. Furnish five copies of the above documents and of the Drawings and Specifications and present and review them with OWNER.

#### 1.5. Bidding or Negotiating Phase.

1.5.1. After OWNER's Review of the Contract Documents, Drawings and Specifications, assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.5.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the ENGINEER'S knowledge or opinion regarding acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding Documents.

1.5.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contractors is allowed by the Bidding Documents.

1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals, for the Owner's award of contracts for construction, materials, equipment and services.

## 1.6. Construction Phase.

During the Construction Phase:

1.6.1. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be extended, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise agreed to in writing by ENGINEER and OWNER.

1.6.2. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.6.2.2. The purpose of ENGINEER's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide the OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure to Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. According, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3. Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a

completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.6.5. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.6.6. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.6.7. Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.6.8. Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. OWNER agrees to defend, save, and hold Engineer harmless from any damages arising from or related to any such interpretations or decisions rendered in good faith.

1.6.9. Applications for Payment. Based on ENGINEER's on-site observations, and on review of applications for payment and the accompanying data and schedules:

1.6.9.1. ENGINEER shall recommend in writing payments to Contractor(s). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed

beyond the responsibilities specifically assigned to ENGINEER in this Agreement. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.6.10. Contractor(s)' Completion Documents. ENGINEER shall receive maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are assembled by Contractor(s) in accordance with the Contract Documents and shall transmit them to OWNER.

1.6.11. Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.

1.6.12. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 thru 1.6.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

## SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

### 2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1. through 2.1.14, inclusive. These services are not included as part of Basic Services; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. If ENGINEER's compensation is on the basis of a percentage of Construction Cost, services resulting from the award of more separate prime contracts for construction, materials or equipment for the Project than are contemplated by paragraph 5.1.1.2. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has

been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.

2.1.9. Services during the out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.

2.1.11. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12. Preparation of operating, maintenance and staffing manuals to supplement Basic Services.

2.1.13. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.4.2).

2.1.14. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

## 2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s).

2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) acceleration of the progress schedule involving services beyond normal working hours, and (3) default by any Contractor.

2.2.5. Services in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6. Services and expenses in connection with furnishing contract documents, final design drawings and specifications required in the bidding and negotiating phase and the construction phase, in excess of ten (10) sets.

### SECTION 3 - OWNER'S RESPONSIBILITIES

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

3.1. Designate a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, the following:

3.4.1. data prepared by or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property, boundary, easement, right-of-way, topographic and utility surveys;



3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restriction; and

3.4.7. other special data or consultations not covered in Section 2;

all of which ENGINEER may use and rely upon in performing services under this Agreement.

3.5. Provide engineering surveys to establish reference points for construction to enable Contractor(s) to proceed with the layout of the work.

3.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9. Provide such accounting, independent cost estimating and insurance counselling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

3.10. If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12. Furnish the ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 and 3.11, inclusive and other costs of the types referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

3.14. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

3.15. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.16. Bear all costs incident to compliance with the requirements of this Section 3.

#### SECTION 4 - PERIODS OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto.

4.2. The services called for in the Study and Report Phase will be completed and the Report submitted within a period agreed between OWNER and ENGINEER.

4.3. After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs.

4.4. After acceptance by OWNER of Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project.

4.5. ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.

4.6. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors(s).

4.7. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect to separate prime contracts if the Project involves more than one prime contract.

4.8. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be equitably adjusted.

4.9. If the Construction Phase has not commenced within ninety (90) calendar days after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.10. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one (1) year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials or equipment more than one year after Substantial Completion is achieved under that contract, the various rates of compensation provided for in this Agreement shall be subject to equitable adjustment.

4.11. In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design,

Bidding and Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently.

#### SECTION 5 - PAYMENTS TO ENGINEER

#### 5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

5.1.1.1. One Prime Contract. If only one prime contract is awarded for construction, materials and equipment for the Project, the fee for such Basic Services shall be determined on an hourly basis utilizing the rates shown in paragraph 5.4.1 plus applicable direct expenses, with the total fee for such Basic Services not to exceed \$22,500.00.

5.1.1.2. Several Prime Contracts. If more than one separate prime contract is awarded for construction, materials and equipment for the Project, services deemed necessary by the ENGINEER to facilitate the award of the second and subsequent prime contracts shall be considered Additional Services and the fee determined as identified in paragraph 5.1.2.

5.1.2. For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2, on the basis of ENGINEER's hourly rates as defined in paragraph 5.4.1.

5.1.2.2. Professional Associates and Consultants. For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to ENGINEER therefor times a factor of 1.1.

5.1.3. For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1. and 5.1.2, OWNER shall pay ENGINEER the actual cost times a factor of 1.1 for all Reimbursable Expenses incurred in connection with all Additional Services.

5.1.4. Construction Costs. As used in this paragraph 5.1, the terms "Hourly Rates" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4, and the term "Construction Cost" has the meaning assigned to it in paragraph 6.1. When Construction Cost is used as a basis for payment it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:

5.1.4.1. For completed construction work, the total cost of all work performed as designed or specified by ENGINEER.

5.1.4.2. For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work.

5.1.4.3. For work designed or specified but not constructed upon which no such bid is received, ENGINEER's most recent opinion of probable Construction Cost.

Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from Construction Costs on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

## 5.2. Times of Payments.

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

## 5.3. Other Provisions Concerning Payments.

5.3.1. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full amounts due for services, expenses and charges.

5.3.2. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's hourly rates for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination, which, if termination is at Owner's convenience, shall include contract damages provided by law.

#### 5.4. Definitions.

5.4.1. The hourly rates used as a basis for payment for the time of all ENGINEER's personnel engaged directly on the Project are as follows:

Principal	\$100.00
Project Manager	\$80.00
Senior Engineer	\$70.00
Senior Architect	\$70.00
Engineer	\$60.00
Architect	\$60.00
Designer	\$55.00
Technician	\$50.00
Draftsman	\$35.00
Clerical	\$30.00
Survey Party (3 man)	\$150.00
Computer Usage	\$25.00

5.4.2. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); subsistence and transportation toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items.

### SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

#### 6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counselling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. [Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.6.]

#### 6.2. Opinions of Cost.

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein represent ENGINEER's best judgment as an experienced and qualified professional engineer, but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction

Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

## SECTION 7 - GENERAL CONSIDERATION

### 7.1. Termination.

The obligations under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

### 7.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 7.3. Insurance.

7.3.1. ENGINEER shall procure and maintain Worker's Compensation and Employer's Liability Insurance for protection from claims under the workers' compensation act.

7.3.2. To the extent that professional liability insurance is and remains available at commercially reasonable rates, ENGINEER will maintain Professional Liability Insurance to protect the OWNER from damages, loss or liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than ONE MILLION DOLLARS (\$1,000,000.00).

7.3.3. Upon written request of OWNER received within thirty (30) days of the acceptance hereof, ENGINEER will provide Professional Liability Insurance additional to the amount of coverage stated in paragraph 7.3.2, if available, and the OWNER will reimburse ENGINEER for the costs incurred by ENGINEER in obtaining such increased coverage. To the fullest extent permitted by law, OWNER agrees that ENGINEER's liability to OWNER for any damages, losses, injuries, claims, liability, or indemnity commitments arising in any way out of ENGINEER's performance of this Agreement, including but not limited to, ENGINEER's negligency, errors, omissions, strict liability, breach of contract or breach of warranty, is limited to the amount of coverage stated in paragraph 7.3.2 unless OWNER shall elect to request that additional coverage be purchased in accordance with the provisions herein. In no event shall ENGINEER be liable for any indirect, special or consequential loss or damage arising out of services hereunder, including but not limited to loss of use, loss of profit or business interruption, whether caused by ENGINEER, or otherwise, and, to the fullest extent permitted by law OWNER shall indemnify and hold ENGINEER harmless from any such damages or liability.

#### 7.4. Indemnification for Hazardous Waste and Asbestos.

7.4.1. In consideration of the unavailability of professional liability insurance for services involving or relating to hazardous waste elements of this agreement, or the removal or encapsulation of asbestos, it is further agreed that the OWNER shall indemnify and hold harmless ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by ENGINEER, or claims against ENGINEER related to hazardous waste or asbestos activities.

7.4.2. This indemnification provision extends to claims against ENGINEER which arise out of, are related to, or are based upon the disposal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourse, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

#### 7.5. Severability and Reformation.

7.5.1. Any provision or part thereof of this agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.



## 7.6. Controlling Law.

This Agreement is to be governed by the laws of the State of Texas.

## 7.7. Successors and Assigns.

7.7.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.7.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

## SECTION 8 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

8.1. The following Exhibits are attached to and made a part of this Agreement:

8.1.1. Exhibit A "Scope of Work" consisting of 1 page.

8.2. THIS AGREEMENT (consisting of pages 1 to 19, inclusive) together with the Exhibits and Schedules identified above, constitutes the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument. THE OWNER AND ENGINEER EACH ACKNOWLEDGE BY THE EXECUTION OF THIS AGREEMENT THAT NEITHER THE OWNER NOR THE ENGINEER HAS MADE ANY REPRESENTATIONS OR HAS MADE ANY EXPRESSED OR IMPLIED WARRANTIES NOT CONTAINED IN THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

\_\_\_\_\_

BY: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

ENGINEER:

RADY & ASSOCIATES, INC.

BY: \_\_\_\_\_

Address for giving notices:

910 Collier Street  
Fort Worth, TX 76102

oa2-7-1  
3-21-91

EXHIBIT "A"

SCOPE OF WORK

1. Collect available data relative to Addison Road and Keller Springs Road including construction plans, utility plans and utility company maps.
2. Perform a visual survey of the project to determine if collected data is complete and of an accuracy appropriate for the project.
3. Prepare plans of the project reflecting in plan view the valve boxes, manholes and traffic signal loop detectors to be adjusted/replaced and proposed permanent pavement markings.
4. Prepare construction phasing plans indicating project phasing during milling, utility adjustment and overlay placement phases.
5. Prepare necessary standard details for valve box and manhole adjustments and typical permanent striping and traffic button placement.
6. Prepare contract documents and technical specifications for traffic loop adjustments, traffic button installation, permanent and temporary pavement markings and utility adjustments utilizing State Department of Highways standard specifications where appropriate.
7. Perform an internal quality review to determine project completeness, conformance with design intent and buildability, and incorporate comments.
8. Review draft plans and contract documents with the Addison City staff and incorporate or otherwise address review comments.
9. Assist the City of Addison in the advertisement for bids, response to contractor questions, bid opening and tabulation and recommendation of award.

For this project there shall be no Study and Report Phase required as called for in the contract. The period of service shall include 10 days to prepare and submit Preliminary Design Phase documents, commencing the date a notice to proceed is received in our office; and 20 days to prepare and submit Final Design Phase documents, commencing the date review comments are received in our office regarding the Preliminary Design Phase documents.

Bidding or Negotiating Phase services shall be provided in a timely manner consistent with the schedule established by the City of Addison.

Construction Phase services are not included herein as a part of the Scope of Services defined as Basic Services. All Construction Phase services shall be provided on an as-needed basis to be determined by the City of Addison and shall be considered Additional Services under the terms of this contract.

ADDISON RD./KELLER SPRINGS REHABILITATION

February 28, 1991

OBJECTIVE:

Level, seal and resurface Addison Road and Keller Springs to prolong roadway life; and improve safety, drainage and roadway surface.

GENERAL PROJECT DESCRIPTION:

Addison Road from Belt Line to city limit. Remove 1-1/2" HMAC and replace with 2 inches. Keller Springs from Tollway to Addison Road. Remove 1-1/2" HMAC and replace with 2 inches.

ENGINEERS GENERAL SCOPE OF WORK:

1. Make roadway assessment and recommendation with regard to method of repair--ie. mill and overlay, mill and overlay recycled, heat scarification.
2. Prepare cost projections.
3. Prepare bid package including contract documents and specifications.
4. Basic Construction Contract will include:
  - A. Resurfacing the roadway.
  - B. Adjusting all manholes and valve castings.
  - C. Replacing all traffic signal loop detectors.
  - D. Replacing all pavement markings.
  - E. Construction Detours/Traffic Control and Temporary Pavement Markings.
5. Construction Sequencing:
  - A. Access to property and businesses.
  - B. Dust Control.
  - C. Grand Prix - May 15 to June 7  
Contract letting June 1, 1991.
  - D. Octoberfest - Contract needs to be complete by September 15, 1991.

THE TOWN OF ADDISON WILL PROVIDE:

1. Traffic loop specification.
2. Button and epoxy specifications.
3. Asphalt testing and monitoring in accordance with Engineers recommendation.
4. Plan indicating the location of the valves and manholes.
5. Explanation for raising the valves.
6. Use State/DOT Specifications.