



SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

8333 Douglas Avenue, #820

Dallas, Texas 75225-5816

Fax (214) 361-0204

Phone (214) 361-7900

RONALD V. CONWAY, P.E.
JOHN W. BIRKHOFF, P.E.
JOE R. CARTER, P.E.
GARY C. HENDRICKS, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

February 14, 2001

Mr. Slade Strickland
Dir. Parks & Recreation
Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010

Re: Addison Road
Landscaping/Streetscaping

Dear Mr. Strickland:

In accordance with your request, we propose to furnish engineering and architectural services for a Landscape and Streetscape Study of Addison Road from Beltline Road to Morris with recommendations from Morris to Keller Springs, and to prepare an overall Landscape/Streetscape Master Plan.

Our services will include the following:

Phase I - Site Analysis and Project Understanding

Meet with Town of Addison Staff to determine the goals and objectives for the Addison Road Landscape and Streetscape.

A. Past Community/Property Owner Workshop Meetings

B. Utilities

- Above Ground
- Below Ground
- Future Utilities

C. Traffic Patterns

- Vehicular Circulation
- Ingress, Egress to Private Property
- Traffic to Special Events Center
- Off-Street Parking

- D. Pedestrian Circulation
- E. Potential Conflicts
 - Vehicular, Pedestrian
 - Special Events
- F. Land Use Patterns/Existing and Future
- G. Landscape Easements/Existing and Future

After we have reviewed this information, we will utilize the existing construction plans and exhibits to document the data in the field. This will allow us to gain an understanding of potential streetscape alternatives and the feasibility of these alternatives.

Phase II - Conceptual Alternatives

Several specific existing properties adjacent to Addison Road will be evaluated for landscape and streetscape improvements. This will allow us to gain an understanding of potential landscape/streetscape alternatives and the feasibility of alternatives. The concepts will address the following:

- Relationship to Existing Landscaping on Private Property
- Ingress, Egress to Private Property
- Existing Signage
- Existing Parking
- Land Use

The conceptual alternatives will illustrate the proposed use of the landscape area. These will be illustrated in plan and section format. The alternatives will be discussed with staff for review and comment.

Phase III - Addison Road Master Plan

Based on our discussion and understanding in Phase I and II, a Landscape/Streetscape Master Plan will be prepared for Addison Road. The Master Plan will illustrate the following:

- Landscape Materials (trees, shrubs, and plantings)
- Location of Plant Material
- Pedestrian Sidewalks/Access

Mr. Slade Strickland
Town of Addison
2/14/01
Page 3 of 3

- Potential Site Furnishing (hardscaping)
- Street Lighting/Fixtures and Poles
- Pavement Consideration (accent pavement)

The plan will be rendered, for use by the Town. We will also prepare an opinion of probable cost for construction of the proposed improvements.

We propose to be compensated for services based on the lump sum amounts for each phase:

Phase I	\$3,500.00
Phase II	\$5,000.00
Phase III	\$15,000.00
	\$23,500.00

11,000^k

Architectural reprographics will be at invoice cost times a multiplier of 1.10. Engineering services will be on the basis of salary cost times a multiplier of 2.30, with expenses at invoice cost times 1.10.

Architectural Reimbursable (Not to Exceed)	\$2,500.00
Engineering Support Services (Not to Exceed)	\$5,000.00
	\$7,500.00

Total Contract (Not to Exceed) \$31,000.00

Sincerely,



John W. Birkhoff, P.E.

APPROVED FOR THE TOWN OF ADDISON

By: _____

Date: _____



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February 14, 2001

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Town of Addison
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Mr. Slade Strickland
Town of Addison
2/14/01
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Sincerely,



John W. Birkhoff, P.E.

APPROVED FOR THE TOWN OF ADDISON

By: _____

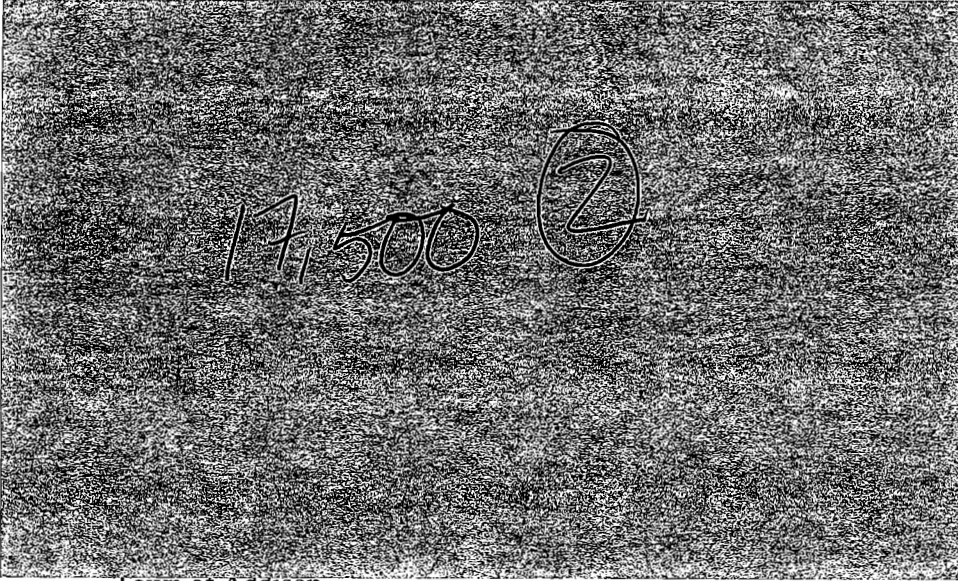
Date: _____

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.

(214) 361-0204

Phone (214) 361-7900

January 27, 2003



Town of Addison
P. O. Box 9010
Addison, Texas 75001-9010

Re: Addison Road

Dear Mr. Chutchian:

We have reviewed our cost on the Addison Road project revisions and are enclosing a project history report for the period from January 2002 thru December 2002 for your review and use. We set up a separate project number to account for revisions being made to the construction plans. As of December 2001, a complete set of project plans and specifications were complete and had been through the review process three times. Late December 2001, we were directed by the City to split the project into three phases which included phase one as Beltline to just south of Arapaho, phase two as Arapaho to Morris and phase three being Morris to Keller Springs. Also included was reworking the parkway easements to incorporate the Town's landscape architect's concept plan. At that point in time, we reviewed the scope and based on our man-hour estimates were of the opinion we could complete the plans within the available budget.

During the course of the project, we were requested to attend several meetings with the Town and TXU, provide drawings and follow up survey information to TXU, convert drawings from 11 x 17 to 22 x 34, incur additional printing charges for the large format sheets, meet to discuss the Arapaho Road intersection, revise phase one plans to include Arapaho Road and to design the grading of the intersection to provide a smooth transition for the traveling public, complete revisions to plans based on a fourth review of the plans by the Town, attended several meeting to discuss landscaping issues with no resolutions being accomplished. Several times we were asked if we could complete a task. We responded we could take on the additional task since we were providing services on an hourly basis.

The project history report shows three individuals with significant hours on the project. They include myself at 53.50 hours and two technicians. Thaddeus Hosford with 122.75 hours broke the project into three sets of plans. Richard Lowe with 332.50 hours has supported the requests of the City, TXU and the landscape architect. Richard has also worked on revisions to the plans such as sidewalk adjustments, drainage revisions and markups from the City's last review. Like many tasks that appear straight forward, minor changes can affect many sheets and the time to make the revision increases. The hours by date are shown on the enclosed employee detail report.

Mr. Steven Z. Chutchian, P.E.
Town of Addison
January 27, 2003
Page No. 2 of 2

Currently, we are completing the contouring of Arapaho Road (95% complete), completing details and waiting on determination from Town on pedestrian lighting. Once the determination is made we will need to complete the landscape plans (70% complete) and the irrigation plans (0% complete). The civil portion of the plans should be completed by January 10, 2003.

We envision the following tasks will need to be completed:

- Submittal of plans and specifications for review.
- Revisions made to plans and re-submittal for acceptance. (40 hrs.)
- Meeting with Town and TXU. (6 hrs.)
- Meeting with Town and lighting consultant. (3 hrs.)
- Revisions to plans based on development, easement acquisition and property acquisition. (16 hrs.)
- Coordinating plans with HNTB and TXU.
- Assistance during the bidding process. (30 hrs.)
- Assistance during the construction phase. (48 hrs.)
- Preparation of record drawings. (8 hrs.)

We request that our agreement be amended to include the services required to complete this project. We propose to be compensated on the basis of salary cost times a multiplier of 2.35 with expenses at invoice cost times 1.10, field survey crew at \$125.00 per hour and plotting services at \$5.00 per sheet. It is our opinion that the completion of the plans will require a budget of \$10,000.00, bidding services at \$3,500.00 and construction administration at \$4,000.00. Accordingly, an increase of \$17,500.00 is requested. We appreciate your consideration of this request.

If you are in agreement, please have one copy of this letter agreement executed by the Town of Addison and returned to our office.

We are available at your convenience to discuss any questions you may have with the status of the hours of the progress of this project.

Sincerely,



John W. Birkhoff, P.E.

Enclosure

APPROVED FOR THE TOWN OF ADDISON:

By: W. E. My

Date: 1/29/03

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

8333 Douglas Avenue, #820 Dallas, Texas 75225-5816 Fax (214) 361-0204 Phone (214) 361-7900

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GARY C. HENDRICKS, P.E.
I. C. FINKLEA, P.E.

April 27, 1998

Mr. James C. Pierce, Jr., P.E., DEE
City Engineer
Town of Addison
Post Office Box 144
Addison, Texas 75001-0144

Re: Engineering Services Agreement
Addison Road - Beltline to Keller Springs

Dear Mr. Pierce:

We are enclosing three revised copies of a proposed Engineering Services Agreement for the preparation of plans and specifications for improvements to Addison Road from Beltline Road to Keller Springs Road. All three copies have been executed by our firm.

If this agreement is acceptable to you, please have all three copies executed by the Town of Addison and return one copy to us. We are available at your convenience to discuss any questions you may have with our proposal.

Sincerely,



John W. Birkhoff, P.E.

Enclosures

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.

Fax (214) 361-0204

Phone (214) 361-7900

March 15, 2004

Town of Addison
P. O. Box 9010
Addison, Texas 75001-9010

Re: Paving and Drainage Improvements to Addison Road
Beltline Road to Arapaho Road – Phase I

Dear Mr. Chutchian:

In accordance with your request, we propose to furnish engineering services for the design, preparation of plans and specifications for a power and control design for street and pedestrian lighting running along both the East and West sides of Addison Road from Beltline to Arapaho. It is our understanding that the City's lighting consultant performed lighting calculations and coordinated lighting levels requirements with the staff. In addition, the lighting consultant and the City have selected light standards and fixtures.

Our services will include the design of the power network required to energize the street and pedestrian lights. We will coordinate the power network with Oncor to determine take and meter points, work with Town's lighting consultant and coordinate lights and network with the landscape architect. Also included will be the service connections from the eastside to the westside. These services will go under Addison Road and terminate at existing service pole locations. Construction plans and technical specifications will be prepared. The electrical portion of these services will be completed by Campos Engineering, Inc. This is the same engineer who worked on the Town's Special Events site and did preliminary engineering on relocation of the Oncor distribution lines along Addison Road.

In addition, the Town has requested we participate in continued utility coordination meetings and construction coordination meetings. We anticipate six such meetings.

We request that our agreement be amended to include the services required to complete this project. All previous funds have been expended on coordinate meetings, plan revisions, right-of-way revisions and support. We propose to be compensated on the basis of salary cost times a multiplier

Mr. Steven Z. Chutchian, P.E.
Town of Addison
March 15, 2004
Page No. 2 of 2

of 2.35 with expenses at invoice cost times 1.10, field survey crew at \$125.00 per hour and plotting services at \$5.00 per sheet. It is our opinion that the completion of the plans will require a budget of \$15,000.00 for electrical designs, \$2,500.00 for coordinate meetings, \$3,000.00 for bidding services and \$3,000.00 for construction administration. Accordingly, an increase of \$24,600.00 is requested. We appreciate your consideration of this request.

If you are in agreement, please have one copy of this letter agreement executed by the Town of Addison and returned to our office.

We are available at your convenience to discuss any questions you may have with the status of the hours of the progress of this project.

Sincerely,



John W. Birkhoff, P.E.

APPROVED FOR THE TOWN OF ADDISON:

By: W. S. King

Date: 3/16/04

*Jim -
FOR your
Review!
Steve*

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

7502 Greenville Ave., #220

Dallas, Texas 75231

Fax (214) 361-0204

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PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.
DOUGLAS K. SHOWERS, P.E.

*BIRKHOFF
EMAILED ABOUT
THIS on
3/8/04*

February 25, 2004

gpc

Mr. Steven Z. Chutchian, P.E.
Assistant City Engineer
Town of Addison
P. O. Box 9010
Addison, Texas 75001-9010

Re: Paving and Drainage Improvements to Addison Road
Beltline Road to Arapaho Road - Phase I

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*looks
good*

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Looks high

Mr. Steven Z. Chutchian, P.E.
Town of Addison
February 25, 2004
Page No. 2 of 2

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We are available at your convenience to discuss any questions you may have with the status of the hours of the progress of this project.

Sincerely,



John W. Birkhoff, P.E.

APPROVED FOR THE TOWN OF ADDISON:

By: _____

Date: _____

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DOUGLAS K. SHOWERS, P.E.

February 25, 2004

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Town of Addison
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John W. Birkhoff, P.E.

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By: _____

Date: _____



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Sincerely,



John W. Birkhoff, P.E.

APPROVED FOR THE TOWN OF ADDISON:

By: _____

Date: _____

Invoice

Birkhoff, Hendricks & Conway, LLP
Consulting Engineers
7502 Greenville Ave. #220
Dallas, Texas 75231

February 25, 2004
Project No: 2002102
Invoice No: 0001209

Town of Addison
P. O. Box 9010
Addison TX 75001-9010

Project: 2002102 Addison Road - Phase 1, 2 & 3 (1998143)

Professional services in connection with preparation of plans and specifications for Paving and Drainage Improvements to Addison Road from Beltline to Keller Springs

Professional services from October 28, 2002 to January 25, 2004

Task: 0020 Plans & Specifications Preparation

Professional Personnel

	Hours	Amount	
Engineer	1.50	264.65	
AutoCAD Tech I	181.00	18,469.24	
Word Processor	1.50	78.04	
Totals	184.00	18,811.93	
Total Labor			18,811.93

Reimbursable Expenses

Delivery/Postage/Fax	4.75	
Total Reimbursables	4.75	4.75

Unit Billing

Company Automobile Mileage	14.50	
Total Units	14.50	14.50

Total this task \$18,831.18

Billing Limits

	Current	Prior	To-date
Total Billings	18,831.18	322,737.73	341,568.91
Limit			341,585.00
Remaining			16.09

Total this invoice \$18,831.18

Steve Chutchian

To: jbirkhoff@bhcllp.com
Cc: Mike Murphy; Jim Pierce; Luke Jalbert
Subject: Addison Rd. Power and Control Design

John: We looked at the proposal for performing Power and Control Design for the street and pedestrian lighting on Addison Rd. We are allright with the \$15,000 electrical design budget. However, the costs for bidding and construction administration services appear to be somewhat high. Can you look at these and resubmit a revised proposal. The scope of work indicated is also satisfactory. I have asked Luke Jalbert to contact you ASAP and arrange a Utility relocation kick-off meeting for the project. Your assistance in providing copies of the drawings and discussing the necessary relocation effort is needed and appreciated. If you have any questions, please let me know. Thanks.

Steve C.

**BIRK
CONSU**

Steve

WAY, L.L.P.

7502 Gree

*looks OK to
me*

(214) 361-0204

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.

RONALD

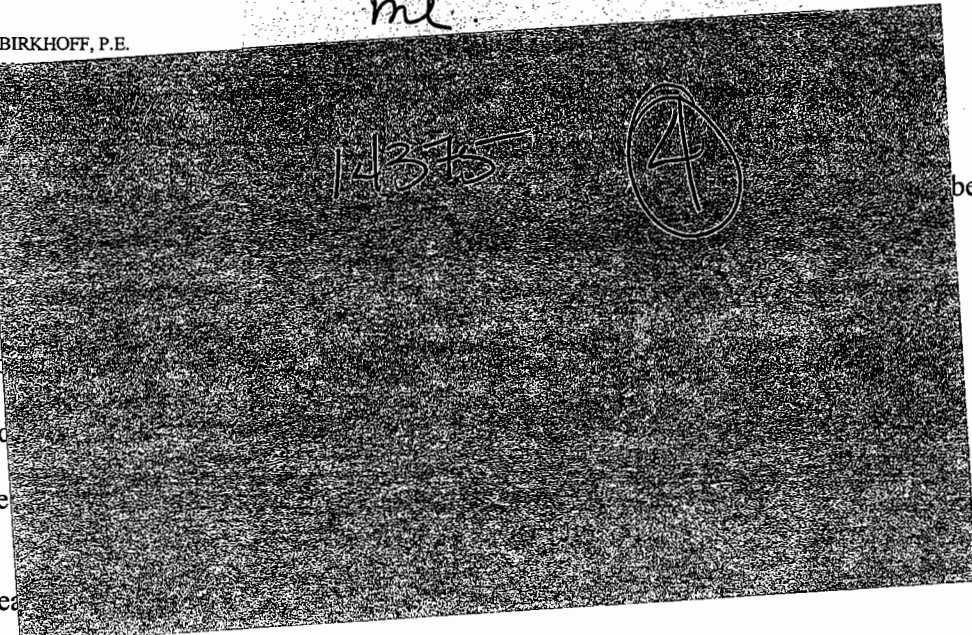
GARY C

JOE R. C

PAUL A

MATT H

DOUGL



ber 6, 2004

M
A
T
P.
A
R
D
D

Our budget to complete the electrical design of the lighting system along Addison Road has been consumed by the meetings with TXU. We have incurred additional design expenses to prepare exhibits for the Town to submit data to the FAA. This was completed several times as TXU revised their design and pole locations. In addition the lighting system design changed from the 250-watt fixtures to a 400-watt fixture, recently requested by the Town. Also, we are designing and coordinating red warning lights on each light fixture, which has been reported by the manufacturer as not being available on the selected fixture. It was determined through the permit process with the FAA, the parking lot lights for the Minol Center lot did not meet their requirements and two new lights are required. A meeting was held with the property manager, preliminary design has taken place which determined the Town's pole could not be used and separate poles will be required along with an electrical design.

We request that our agreement be amended to include the services outlined above to complete the design of the lighting systems. We propose to be compensated on the basis of salary cost times a multiplier of 2.35, with expenses at invoice cost times 1.10. Also, we request reproduction costs for the printing of documents for bidding and construction to be included in our request for additional funds. It is our opinion that an additional budget of \$13,125.00 will be adequate to complete the current scope of services, and \$1,250.00 for reproduction of plans for bidding and construction (25-sets). We appreciate your consideration of this request.

We are available at your convenience to discuss any questions you may have with this request.

Sincerely,

John W. Birkhoff, P.E.

APPROVED FOR THE TOWN OF ADDISON

By: *[Signature]*

Date: 3/6/05

Steve Chutchian

Full Name: Hall, Cliff R., P.E.
Last Name: Hall
First Name: Cliff
Job Title: Project Manager
Company: URS Corporation

Business Address: URS Corporation
Graystone Centre
3010 LBJ Freeway, Suite 1300
Dallas, Texas 75234

Business: (972) 406-6950
Mobile: (972) 406-6976
Business Fax: (972) 406-6951

E-mail: Cliff_Hall@URSCorp.com

Sypt II is tintable -

Material in Austin (Tx DOT) Tintable but doesn't hold

Color well w/ Dark Colors

Neutral colors to darker



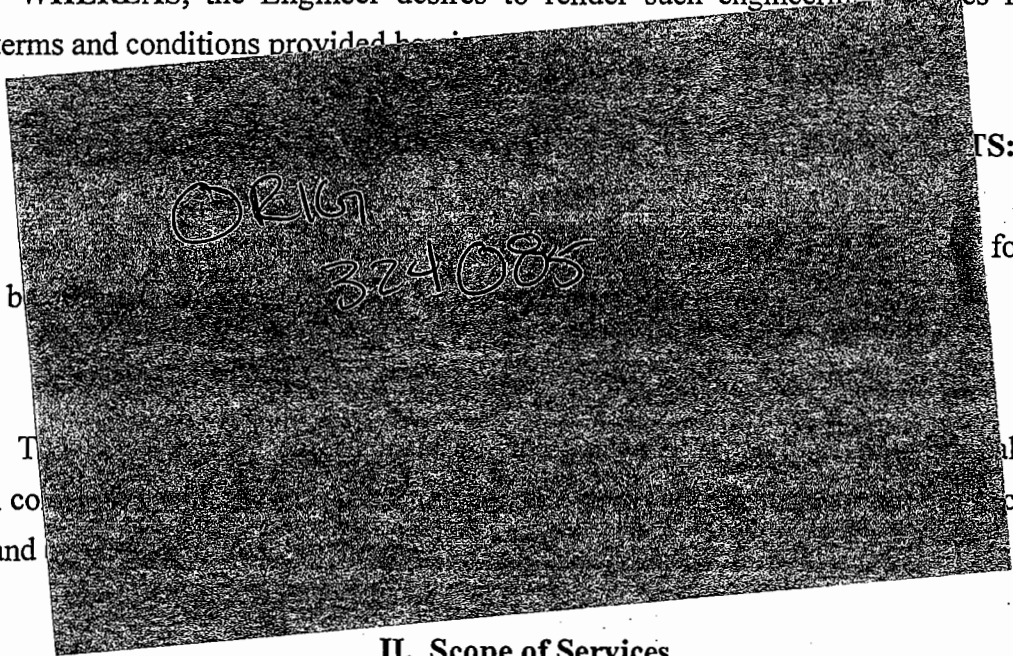
ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **Town of Addison, Texas**, hereinafter referred to as "Town", and **Shimek, Jacobs & Finklea, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the Town desires to engage the services of the Engineer to prepare construction plans and specifications and provide construction administration services for paving and drainage improvements to Addison Road from Beltline Road to Keller Springs Road, located in the Town of Addison, Dallas County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the Town under the terms and conditions provided herein;



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II. Scope of Services

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the Town.

III. Schedule of Work

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service to completion as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "C". Town agrees to pay invoices within 30 days of receipt.

V. Information to be Provided by the Town

The Town agrees to furnish, if available, prior to commencement of services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

VI. Insurance

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$1,000,000.00), Worker's Compensation (statutory limit), General Liability (\$500,000 per occurrence, \$1,000,000 aggregate) and Automobile Insurance (\$500,000 combined single limit per accident).

VII. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the Town as provided by this Agreement.

VIII. Audits and Records

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

IX. Contract Termination

The parties agree that Town or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all services completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to termination.

X. Engineer's Opinion of Cost

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

XI. Ownership of Documents

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the Town. Town shall be furnished with such reproductions of drawings, specifications and reports. Upon completion of the services or any earlier termination of this Agreement under Article X, Engineer will revise drawings to reflect changes made during construction as reported by the Town and contractor, and he will furnish the Town with one (1) complete set of reproducible, one black-line set of record prints and an electronic copy in DXF or DWG format on compact disk. Additional prints shall be furnished at cost, as an additional service, at any other time requested by Town.

XII. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "D" constitute the entire agreement by and between the parties regarding the subject matter hereof.

XIII. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to Town permitted or required under this Agreement shall be addressed to Town at the following address:

Mr. John Baumgartner, P.E.
Director of Public Works
Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010

Town agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

John W. Birkhoff, P.E.
Shimek, Jacobs & Finklea, L.L.P.
8333 Douglas Avenue, #820
Dallas, Texas 75225-5816
Phone: (214) 361-7900

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XIV. Contract Amendments

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

XV. Effective Date

This Agreement shall be effective from and after execution by both parties hereto.

WITNESS OUR HANDS AND SEALS on the date indicated below.

TOWN OF ADDISON, TEXAS

By: 

Date: 5/14/98

ATTEST:

By: 

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS:

By: 
John W. Birkhoff, P.E., Partner

Date: 4/25/98

EXHIBIT "A"
ENGINEERING SERVICES

The Engineering Services to be provided under this Agreement shall include the following:

PART I: PREPARATION OF PLANS AND SPECIFICATIONS:

• **Design Phase**

Preparation of plans, specifications and bidding documents for paving and drainage improvements to Addison Road from Beltline Road through the intersection of Keller Springs Road and will include the following:

- ✓ A. Review existing paving, drainage and utility plans.
- ✓ B. Storm sewer system will be an underground system with surface inlets having capacity to convey the 100-year storm (Hydro 40 and Tech Paper 35).
- ✓ C. Plans will include drainage area map and storm sewer and inlet calculations.
- ✓ D. The roadway will be reinforced concrete pavement to the maximum width that can fit into the right-of-way. It is anticipated that the roadway section will be five lanes with reinforced concrete monolithic curbs. Roadway section will include sidewalks. Sidewalks most likely will be located outside the roadway right-of-way in sidewalk easements.
- ✓ E. The pavement structure will be determined from the geotechnical investigation and project traffic counts. Pavement design will include future bus traffic.
- ✓ F. From information received from utility companies and from review of existing utility plans, determine utility conflicts and design resolution of conflict.
- ✓ G. The roadway grade will tie into the Arapaho Road and Keller Springs Road construction plans currently under design.

- 7
- H. Pavement marking and sign plan will be included.
- I. Conduit for existing signals will be included. A video detection type traffic signal for the intersection of Addison Circle and Addison Road will be included. An interconnection between signals from Beltline and Keller Springs will be included. This interconnect design will include conduits, conductors and hardware in proposed controller box at Addison Circle.
- not done
- J. Driveways and cross streets along the roadway will be sectioned to design acceptable approach slopes.
- K. Erosion control plan will be included.
- L. Design of new geometrics at intersections will be completed to include right-turn lanes where possible. Addison Circle is one that will include a right-turn lane northbound.
- M. Paving plans will include plan/profile sheets, drainage plans will also include plan/profile sheets.
- N. Establish a hydraulic gradient for storm sewer design. Tie into known water surface. This will most likely require a HEC-RAS computer run.
- X
- O. Develop concept phasing plan to maintain at least one-way traffic in each direction during construction or a one-way scheme using Quorum Drive as a circulation route. This scheme could reduce construction time.
- P. Prepare phasing plan based on selected concept plan. Phasing plan to include left-turn lanes where possible.
- Q. Design of street light system providing street lights staggered to each other.
- R. Provide for pavement treatment of centerlane and intersection, stamped colored concrete.
- S. Prepare preliminary specifications, using the North Central Texas Council of Governments Standard Specifications for Public Works Construction.

- T. Show existing right-of-way and easements that can be found. Determine additional right-of-way and easements that are required.
- U. Revise construction plans to conform to Town comments and information received from utility companies.
- V. Complete quantity take-off and formulate an opinion of probable construction cost.

PART II: BIDDING PHASE

- A. Assist the Town staff in advertising for bids. This will include providing Town with Notice to Contractors for their use in publicly advertising project. A list of contractors experienced in paving and drainage projects will be provided to the Town.
- B. Provide forty sets of bidding documents to the Town.
- C. Conduct Pre-Bid Meeting at Town's facilities.
- D. Assist Town during opening of bids and provide bidding tally sheets.
- E. Provide bid tabulation to Town and contractors who submit bids.
- F. Obtain the following information from the lowest bidder:
 - ▷ Past work history.
 - ▷ Physical resources to produce the project.

Formulate opinion from information received and provide the Town a recommendation for award of the construction contract.

- G. Project will be bid as two projects. The break point will be determined during the design phase.

PART III: CONSTRUCTION PHASE

- A. Conduct Pre-Construction Conference at Town facilities including preparing an agenda.
- † B. Attend coordination meetings with contractor, quality control personnel, and Town representatives to discuss strategy, problem areas, progress, and any required coordination. Prior to or immediately after coordination meeting make site visit to project location.
- † C. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review of shop drawing submissions is solely for their conformance with the design intent and conformance with information given in the construction documents. Shimek, Jacobs & Finklea shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operation of construction, safety precautions and programs incidental thereto, all of which are the Contractors responsibility. Two copies of shop drawings in which no exceptions are taken by Shimek, Jacobs & Finklea will be provided to the Town.
- † D. Provide written responses to requests for information or clarification.
- † E. Prepare and process routine change orders for this project as they pertain to the original scope of work.
- † F. Review monthly pay requests form prepared by Staff.
- G. Accompany the Town during their final inspection of the project.
- † H. Visit the site at appropriate intervals as construction proceeds to observe progress and formulate opinion as to quality of work as it relates to contract documents.

I. Prepare record drawings utilizing Town and Contractor construction record information.

- The record drawings shall include one set of 22" x 34" reproducible and one set of black-line drawings of the engineering plans revised to conform to construction records. Each sheet will include a record drawing stamp bearing the initials of the engineer and the date. Also an electronic copy of plans will be provided under the following conditions:

Submit reproducible final plans, one set of blue-line prints, CD ROM with design files in DXF format and original bid documents to the City. All record drawing plan sheets will be prepared utilizing AutoCAD Release 14 for Windows and InRoads for AutoCAD. No specific computer aided drafting and design specifications will be utilized. One copy of electronic files of the plans will be provided to the Owner under the following conditions:

- 1) The electronic files are compatible with AutoCAD Release 14, operating on an IBM compatible PC using Windows NT.
- 2) Engineer does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.
- 3) Because data stored on electronic media can deteriorate undetected or be modified, the Owner agrees that the Engineer will not be held liable for completeness or correctness of electronic media after an acceptance period of thirty days after delivery of these files.
- 4) The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, the hard copy files will govern in all cases.
- 5) Both parties acknowledge mutual non-exclusive ownership of the electronic files and each party may use, alter, modify or delete the files without consequence to the other party.
- 6) All electronic files provided to the Owner will not contain engineers seal, handwritten dates and signatures.

PART IV: ADDITIONAL SERVICES

Additional services will include the following:

- A. Design surveys to pick up existing topography, cross sections of existing roadway and cross sections of channels for water surface determination. Horizontal and vertical control will be set. Control will be tied to coordinate sheet set up for this project.
- B. Quality control surveys during construction to confirm horizontal or vertical grades established by the contractor. Quality control surveys will only be completed at the direction of the Town. Twenty-four hours are established.
- C. Meetings with property owners. Sixteen hours are established.
- D. Reproduction of construction plans and specifications for construction use, notification to utility companies (Southwestern Bell Telephone, TU Electric, Lone Star Gas, and Cable Companies) and for preliminary and final review sets.
- E. Distribution of plans and specifications:
 - Utility Companies: 5 sets of 1/2-scale plans at 60% and 100% completion.
 - Town of Addison: 5 sets of preliminary plans at 30% and 60% completion. 5 sets of preliminary plans and specifications at 90% completion. 5 sets of final plans and specifications (submittals will include three 1/2 scale and two full scale).
 - Bidding: 40 sets of plans at 1/2-scale. 15 sets of plans at full scale (available to prime contractor upon request). 40 sets of specifications and bidding documents.
 - Construction: 3 sets of full scale plans. 12 sets of half scale plans. 15 sets of specifications.

- F. Preparation of field note descriptions and plats for right-of-way acquisition including field surveys to set iron pins. Fifty field note descriptions and plats are established.
- G. Deed research at Dallas County Court House.
- H. Geotechnical Investigation and Report.
- I. Preparation of a right-of-way strip map.
- J. Revisions to construction plans and specifications for bidding second phase of project at an unknown point in time.

PART V: EXCLUSIONS

- A. Providing an on-site representative.
- B. Environmental impact statements and assessments.
- C. Fees for permits or advertising.
- D. Certification that work is in accordance with plans and specifications.
- E. Environmental cleanup.
- F. Landscape architecture.
- G. Flood plain reclamation plans.
- H. Title searches.
- I. Trench safety designs.
- J. Quality control and testing services during construction.
- K. Services in connection with condemnation hearings.
- L. Preliminary engineering report.

EXHIBIT "B"

COMPLETION SCHEDULE

<u>Task</u>	<u>Weeks To Complete</u>
Field Surveys	3
Preliminary Roadway Design	16
Preliminary Drainage Design	16
Geotechnical Investigation	6
Pavement Enhancements	4
Final Roadway Design	6
Final Drainage Design	8
Pavement Marking Plan	2
Roadway Sign Plan	2
Phasing Plan	3
Field Note Description and Plats	12
Specifications and Contract Documents	2

37 to 40 Weeks Design Project

EXHIBIT "C"

COMPENSATION

Undersigned will accomplish the work outlined in the tasks presented in Exhibit "A" of this Agreement. Payment for engineering services described under Parts I, II, and III shall be a lump sum amount of Two Hundred Thirty-Nine Thousand Two Hundred Dollars (\$239,200.00) based on our opinion of probable construction cost of \$3,406,000.00.

30% Submittal Preliminary Plans	15% of Fee
60% Submittal Preliminary Plans	20% of Fee
90% Preliminary Plans and Specifications	23% of Fee
Final Plans and Specifications	30% of Fee
Bidding Phase	5% of Fee
Construction Administration	7% of Fee

The maximum overall fee established herein shall not be exceeded without written authorization from the Town of Addison, based on increased scope of services.

Payment for engineering services described under Part IV (Additional Services) shall be on a salary cost times a multiplier of 2.3, survey crew at \$85.00/hour, and expense at invoice cost times a multiplier of 1.05. Actual time expended will be billed.

The following is a summary of the estimated charges described under Section V - Additional Services:

Design Surveys (97-hrs.)	8,245.00
Quality Control Surveys (24-hrs.)	2,040.00
Meeting with Property Owners (16-hrs.)	3,000.00
Geotechnical Investigation & Report	8,000.00
Deed Research (24-hrs.)	1,700.00
Strip Maps (32-hrs.)	2,550.00
Field Note Description and Plat (50-each)	45,000.00
Reproduction of Plans, Specifications and Contract Documents for Review	7,500.00
Electronic File Transfer on Compact Disc	50.00
Plans and Specifications Revision (80-hrs.)	6,800.00
	\$84,885.00

The following is a summary of the estimated charges for the various elements of the proposed work:

Section

I & II:	Engineering	\$210,496.00
III:	Bid Phase Services	11,960.00
IV:	Construction Administration	16,744.00
V:	Additional Services	<u>84,885.00</u>
	Maximum Fee Not to Exceed	\$324,085.00

Engineering will be invoiced on a monthly basis, based on percent complete of plans.

Bid phase services will be lump sum after action by Council on award of construction contract.

Construction Administration will be invoiced as a percent of construction complete (dollar value).

The Undersigned's Fee shall provide compensation for all design work, drafting work, printing of review documents for the Town only, computations and all other work required for the design of the Project.

Undersigned will invoice the Town for the value of completed services, according to the services accomplished each month on a proportional basis of the overall project. Invoices will be submitted by Undersigned to the Town monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. All invoices will be accompanied by a status report on all completed work. Payments on account for basic services shall be made monthly within thirty (30) days of invoice.

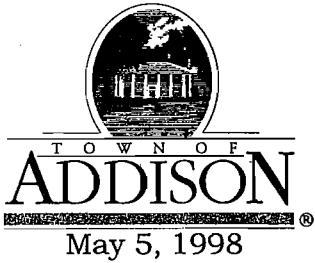
FEE SCHEDULE

<u>Position</u>	<u>Hourly Rate</u>
Project Manager	\$100.00
Project Engineer	\$85.00
Design Engineer	\$88.00
CADD Technician	\$78.00
Draftsman	\$65.00
Word Processing	\$65.00
Secretary	\$55.00
Survey Crew	\$85.00
Plotting (22" x 34")	\$5.00 /sheet
Plotting (11" x 17")	\$2.50 /sheet
Computer Services	\$25.00 /hour
Color Prints (8½" x 11")	\$2.00 /page
Copies (Black & White)	\$0.51 /sheet
Laminating (8½" x 11")	\$2.00 /sheet

EXHIBIT "D"

INFORMATION TO BE PROVIDED BY TOWN

- 1) All of the Town's plat, easement and construction plan files will be made available for use. Town will provide copies as necessary at no cost. If easement information is not available within the Town, the Engineer will need to obtain that information from the Dallas County Records.
- 2) Access to all Town manholes and clean-outs, access to all Town right-of-way and easements. If manhole lids are bolted down the Engineer will contact the Town's Utility Operation Department and schedule a time when they can meet with the Engineer and remove the manhole lid.
- 3) The Town's Utility Operations Department will do the excavation for locating existing water and sewer for horizontal and vertical ties to existing water and sewer. The Town's Street and Drainage Department will do the excavation for the existing storm drain lines. The engineer will provide a preliminary plan sheet showing the locations where excavation is required and contact the Town to schedule a time when the work can be done.
- 4) The Engineer shall prepare a Notice to property owners and/or tenants for Town review. Engineer shall attach Notice to property owners and/or tenants front door prior to field surveys commencing. Such notices be provided to property owners and/or tenants 72-hours prior to field surveys commencing. If the proposed sewer will cross private property, the Town agrees to take appropriate steps necessary to allow access to those areas.
- 5) If public meetings are necessary the Town will take the steps required to notify the residents.
- 6) Town's 200 scale topography map in the vicinity of the project.



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 144 Addison, Texas 75001

16801 Westgrove

MEMORANDUM

To: John Baumgartner, P.E., Director of Public Works

From: Jim Pierce, P.E., Assistant City Engineer *J.P.*

Subject: Proposed Engineering Services Agreement for the Design of Improvements to Addison Road.

Attached is a proposed engineering services agreement from Shimek, Jacobs & Finklea, L.L.P., Consulting Engineers, for improvements to Addison Road. This project will design the widening of Addison Road, from Belt Line Road to Keller Springs Road, to five lanes of traffic, with a continuous left turn lane in the middle of the road. The project will include the design of storm drains, relocation of utilities, concrete pavement, sidewalks, traffic signals, streetlights, and the preparation of maps and descriptions for easements and rights-of-way. Services during the bid phase and limited construction phase services are included.

The Engineer has proposed a maximum fee not to exceed \$324,085. While the project will be designed from Belt Line Road to Keller Springs Road under this contract, construction will be completed in two phases. Since this project is currently funded at \$2,500,000 in the Five-Year Capital Project Budget, we anticipate that the first phase of construction will be from Belt Line Road to Addison Circle. Phase Two will require additional funding.

Staff recommends that Council authorize the City Manager to enter into a contract with Shimek, Jacobs & Finklea, L.L.P. for engineering services for a fee not to exceed \$324,085.

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

John W. Birkhoff, P.E.

Attached is the accounting of the
45 hrs of time dumped into
new project No.

New project No created to keep track
of revisions. I did not change
my time properly.

BIRKHOFF, HENDRICKS & CONWAY, LLP
 Project Detail Charges Report
 From 03/31/2002 Thru 09/30/2002

98143 -- Addison - Addsn Rd Pav/Drainag Fee Type LS RGLM 2.9969 BLM 2.3000 PR JWB
 Client ADDSN Town of Addison Fee Available 324085.00 Fringe .3030 Bill Rate Sch: 09 PM JWB
 Level14 0000 Company Totals Start Date 05/14/1998 G & A O/T Billable : N AM BGB

Employee/Vendor	Cls	Actv	Period	Document	Hours	Type	Cost	Cost	Effort	Amount
	Item		End Dt	Date	Qty	Units	Rate		Rate	
000126 John Wayne Birkhoff	ENG	00	03/31/2002	03/25/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	03/31/2002	03/26/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	03/31/2002	03/27/2002	000126	1.00	Reg			
000126 John Wayne Birkhoff	ENG	00	03/31/2002	03/28/2002	000126	2.00	Reg			
000126 John Wayne Birkhoff	ENG	00	03/31/2002	03/29/2002	000126	1.00	Reg			
000126 John Wayne Birkhoff	ENG	00	04/14/2002	04/08/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	04/14/2002	04/11/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	04/14/2002	04/12/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	04/28/2002	04/24/2002	000126	3.00	Reg			
000126 John Wayne Birkhoff	ENG	00	04/28/2002	04/25/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	04/28/2002	04/26/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	05/12/2002	05/06/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	05/12/2002	05/09/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	05/19/2002	05/13/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	05/26/2002	05/23/2002	000126	1.00	Reg			
000126 John Wayne Birkhoff	ENG	00	06/09/2002	06/05/2002	000126	1.00	Reg			
000126 John Wayne Birkhoff	ENG	00	06/09/2002	06/06/2002	000126	1.00	Reg			
000126 John Wayne Birkhoff	ENG	00	06/09/2002	06/07/2002	000126	2.00	Reg			
000126 John Wayne Birkhoff	ENG	00	06/16/2002	06/11/2002	000126	2.00	Reg			
000126 John Wayne Birkhoff	ENG	00	06/16/2002	06/13/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	06/23/2002	06/21/2002	000126	1.00	Reg			
000126 John Wayne Birkhoff	ENG	00	06/30/2002	06/24/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	06/30/2002	06/25/2002	000126	1.00	Reg			
000126 John Wayne Birkhoff	ENG	00	06/30/2002	06/28/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	07/21/2002	07/16/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	07/21/2002	07/17/2002	000126	1.00	Reg			
000126 John Wayne Birkhoff	ENG	00	07/21/2002	07/19/2002	000126	1.00	Reg			
000126 John Wayne Birkhoff	ENG	00	07/28/2002	07/24/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	07/28/2002	07/25/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	08/04/2002	07/29/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	08/04/2002	07/30/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	08/04/2002	07/31/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	08/11/2002	08/07/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	08/11/2002	08/09/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	08/25/2002	08/19/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	09/01/2002	08/27/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	09/08/2002	09/03/2002	000126	1.50	Reg			
000126 John Wayne Birkhoff	ENG	00	09/08/2002	09/05/2002	000126	.50	Reg			
000126 John Wayne Birkhoff	ENG	00	09/08/2002	09/06/2002	000126	.50	Reg			

BIRKHOFF, HENDRICKS & CONWAY, LLP
 Project Detail Charges Report
 From 03/31/2002 Thru 09/30/2002

Run Date 01/27/2003
 Page 4

98143 -- Addison - Addsn Rd Pav/Drainag (Con't) Fee Type LS RGLM 2.9969 BLM 2.3000 PR JWB
 Client ADDSN Town of Addison Fee Available 324085.00 Fringe .3030 Bill Rate Sch: 09 PM JWB
 Level4 0000 Company Totals Start Date 05/14/1998 G & A O/T Billable : N AM BGB

Employee/Vendor	Cls	Actv	Period	Document	Hours	Type	Cost	Cost	Effort	Amount
	Item	End Dt	Date	Number	Qty	Units	Rate		Rate	
000126 John Wayne Birkhoff	ENG	00	09/15/2002	09/11/2002 000126	.50	Reg				
000126 John Wayne Birkhoff	ENG	00	09/15/2002	09/12/2002 000126	1.00	Reg				
000126 John Wayne Birkhoff	ENG	00	09/22/2002	09/16/2002 000126	.50	Reg				
000126 John Wayne Birkhoff	ENG	00	09/22/2002	09/17/2002 000126	.50	Reg				
000126 John Wayne Birkhoff	ENG	00	09/22/2002	09/18/2002 000126	.50	Reg				
000126 John Wayne Birkhoff	ENG	00	09/29/2002	09/23/2002 000126	.50	Reg				
000126 John Wayne Birkhoff	ENG	00	09/29/2002	09/24/2002 000126	.50	Reg				
000126 John Wayne Birkhoff	ENG	00	09/29/2002	09/27/2002 000126	.50	Reg				
				** Total	36.50					
				** Total Labor	36.50					
				** Total Prj Labor	** 36.50					
				** Total Project	** 36.50					

+ 8 hrs - see sheet 3

 44.5 hrs

BIRKHOFF, HENDRICKS & CONWAY, LLP
 Project Detail Charges Report
 From 08/31/2002 Thru 12/31/2002

98143 -- Addison - Addsn Rd Pav/Drainag Fee Type LS RGLM 2.9969 BLM 2.3000 PR JWB
 Client ADDSN Town of Addison Fee Available 324085.00 Fringe .3030 Bill Rate Sch: 09 PM JWB
 Level4 0000 Company Totals Start Date 05/14/1998 G & A O/T Billable : N AM BGB

Employee/Vendor	Cls	Actv	Period	Document	Hours	Type	Cost	Cost	Effort	Amount
	Item		End Dt	Date	Qty	Units	Rate		Rate	
000003 Ross L. Jacobs	ENG	00	10/31/2002	10/31/2002 1	.50	Reg				
000003 Ross L. Jacobs	ENG	00	10/31/2002	10/31/2002 1	.50	Reg				
000003 Ross L. Jacobs	ENG	00	10/31/2002	10/31/2002 1	.50	Reg				
				** Total	.50					
000008 Richard J. Lowe	CD1	00	11/24/2002	11/19/2002 000008	8.00	Reg				
000008 Richard J. Lowe	CD1	00	11/30/2002	11/19/2002	8.00	Reg				
				** Total						
000020 Ronald V. Conway	ENG	00	11/17/2002	11/15/2002 000020	1.00	Reg				
000020 Ronald V. Conway	ENG	00	11/30/2002	11/15/2002	1.00	Reg				
				** Total						
000126 John Wayne Birkhoff	ENG	00	09/01/2002	08/27/2002 000126	.50	Reg				
000126 John Wayne Birkhoff	ENG	00	09/08/2002	09/03/2002 000126	1.50	Reg				
000126 John Wayne Birkhoff	ENG	00	09/08/2002	09/05/2002 000126	.50	Reg				
000126 John Wayne Birkhoff	ENG	00	09/08/2002	09/06/2002 000126	.50	Reg				
000126 John Wayne Birkhoff	ENG	00	09/15/2002	09/11/2002 000126	.50	Reg				
000126 John Wayne Birkhoff	ENG	00	09/15/2002	09/12/2002 000126	1.00	Reg				
000126 John Wayne Birkhoff	ENG	00	09/22/2002	09/16/2002 000126	.50	Reg				
000126 John Wayne Birkhoff	ENG	00	09/22/2002	09/17/2002 000126	.50	Reg				
000126 John Wayne Birkhoff	ENG	00	09/22/2002	09/18/2002 000126	.50	Reg				
000126 John Wayne Birkhoff	ENG	00	09/29/2002	09/23/2002 000126	.50	Reg				
000126 John Wayne Birkhoff	ENG	00	09/29/2002	09/24/2002 000126	.50	Reg				
000126 John Wayne Birkhoff	ENG	00	09/29/2002	09/27/2002 000126	.50	Reg				
000126 John Wayne Birkhoff	ENG	00	10/06/2002	10/01/2002 000126	1.00	Reg				
000126 John Wayne Birkhoff	ENG	00	10/06/2002	10/03/2002 000126	1.00	Reg				
000126 John Wayne Birkhoff	ENG	00	10/06/2002	10/04/2002 000126	.50	Reg				
000126 John Wayne Birkhoff	ENG	00	10/13/2002	10/07/2002 000126	1.00	Reg				
000126 John Wayne Birkhoff	ENG	00	10/13/2002	10/09/2002 000126	1.00	Reg				
000126 John Wayne Birkhoff	ENG	00	10/13/2002	10/10/2002 000126	1.00	Reg				
000126 John Wayne Birkhoff	ENG	00	10/13/2002	10/11/2002 000126	1.00	Reg				
000126 John Wayne Birkhoff	ENG	00	10/20/2002	10/14/2002 000126	1.00	Reg				
000126 John Wayne Birkhoff	ENG	00	10/27/2002	10/22/2002 000126	.50	Reg				
000126 John Wayne Birkhoff	ENG	00	10/31/2002	10/31/2002 1	45.00	Reg				
				** Total	29.50					
000157 John P. Ogles	CD2	00	11/17/2002	11/15/2002 000157	1.50	Reg				
000157 John P. Ogles	CD2	00	11/30/2002	11/15/2002	1.50	Reg				
				** Total						
000221 Alicia J. Carline	WP2	00	10/27/2002	10/21/2002 000221	.50	Reg				
000221 Alicia J. Carline	WP2	00	10/31/2002	10/31/2002 1	.50	Reg				
000221 Alicia J. Carline	WP2	00	11/24/2002	11/20/2002 000221	.50	Reg				

8 hrs

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

Dallas, Texas 75231

Fax (214) 361-0204

Phone (214) 361-7900

RESUBMIT -

1 INVOICE to REPLACE

2 PREVIOUS INVOICES -

1 TAKE OUT

BILLING FOR 45 Hrs.
OF PREVIOUS TIME -

January 7, 2003

TOWN OF ADDISON

P. O. Box 9010

Addison, Texas 75001-9010

Re: Addison Road

Dear Mr. Chutchian:

We have reviewed our cost on the Addison Road project revisions and are enclosing a project history report for the period from January 2002 thru December 2002 for your review and use. We set up a separate project number to account for revisions being made to the construction plans. As of December 2001, a complete set of project plans and specifications were complete and had been through the review process three times. Late December 2001, we were directed by the City to split the project into three phases which included phase one as Beltline to just south of Arapaho, phase two as Arapaho to Morris and phase three being Morris to Keller Springs. Also included was reworking the parkway easements to incorporate the Town's landscape architect's concept plan. At that point in time, we reviewed the scope and based on our man-hour estimates were of the opinion we could complete the plans within the available budget.

During the course of the project, we were requested to attend several meetings with the Town and TXU, provide drawings and follow up survey information to TXU, convert drawings from 11 x 17 to 22 x 34, incur additional printing charges for the large format sheets, meet to discuss the Arapaho Road intersection, revise phase one plans to include Arapaho Road and to design the grading of the intersection to provide a smooth transition for the traveling public, complete revisions to plans based on a fourth review of the plans by the Town, attended several meeting to discuss landscaping issues with no resolutions being accomplished. Several times we were asked if we could complete a task. We responded we could take on the additional task since we were providing services on an hourly basis.

The project history report shows three individuals with significant hours on the project. They include myself at 53.50 hours and two technicians. Thaddeus Hosford with 122.75 hours broke the project into three sets of plans. Richard Lowe with 332.50 hours has supported the requests of the City, TXU and the landscape architect. Richard has also worked on revisions to the plans such as sidewalk adjustments, drainage revisions and markups from the City's last review. Like many tasks that appear straight forward, minor changes can affect many sheets and the time to make the revision increases. The hours by date are shown on the enclosed employee detail report.

Mr. Steven Z. Chutchian, P.E.
Town of Addison
January 7, 2003
Page No. 2

Currently, we are completing the contouring of Arapaho Road (95% complete), completing details and waiting on determination from Town on pedestrian lighting. Once the determination is made we will need to complete the landscape plans (70% complete) and the irrigation. The irrigation part of the plans should be completed by January 10, 2003.

We envision the following tasks will need to be completed:

- Submittal of plans and specifications for review.
- Revisions made to plans and re-submittal for acceptance. (
- Meeting with Town and TXU. (6 hrs.)
- Meeting with Town and lighting consultant. (3 hrs.)
- Revisions to plans based on development, easement acquis
- Providing plans to HNTB and TXU.
- Assistance during the bidding process. (30 hrs.)
- Assistance during the construction phase. (48 hrs.)
- Preparation of record drawings. (8 hrs.)

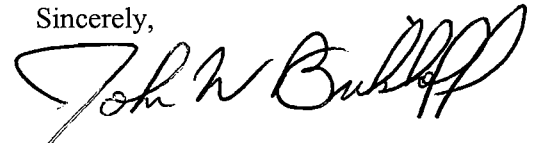
include
IRRIGATION +
LANDSCAPE LIST
←
COORDINATION w/
BIRKE GRANHAM on 1/10/03
OUT FALL PIPE (DITCH IN LIST)

We request that our agreement be amended to include the services required to complete this project. We propose to be compensated on the basis of salary cost times a multiplier of 2.35 with expenses at invoice cost times 1.10, field survey crew at \$125.00 per hour and plotting services at \$5.00 per sheet. It is our opinion that the completion of the plans will require a budget of \$10,000.00, bidding services at \$3,500.00 and construction administration at \$5,500.00. Accordingly, an increase of \$19,000.00 is requested. We appreciate your consideration of this request.

If you are in agreement, please have one copy of this letter agreement executed by the Town of Addison and returned to our office.

We are available at your convenience to discuss any questions you may have with the status of the hours of the progress of this project.

Sincerely,



John W. Birkhoff, P.E.

Enclosure

APPROVED FOR THE TOWN OF ADDISON:

By: _____

Date: _____

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

7502 Greenville Ave., #220

Dallas, Texas 75231

Fax (214) 361-0204

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
RONALD V. CONWAY, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.
DOUGLAS K. SHOWERS, P.E.
ROSS L. JACOBS, P.E.

January 7, 2003

Mr. Steven Z. Chutchian, P.E.
Assistant City Engineer
Town of Addison
P. O. Box 9010
Addison, Texas 75001-9010

Re: Addison Road

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Mr. Steven Z. Chutchian, P.E.
Town of Addison
January 7, 2003
Page No. 2

Currently, we are completing the contouring of Arapaho Road (95% complete), completing details and waiting on determination from Town on pedestrian lighting. Once the determination is made we will need to complete the landscape plans (70% complete) and the irrigation plans (0% complete). The civil portion of the plans should be completed by January 10, 2003.

We envision the following tasks will need to be completed:


- Submittal of plans and specifications for review.
- Revisions made to plans and re-submittal for acceptance. (40 hrs.)
- Meeting with Town and TXU. (6 hrs.)
- Meeting with Town and lighting consultant. (3 hrs.)
- Revisions to plans based on development, easement acquisition and property acquisition. (16 hrs.)
- Providing plans to HNTB and TXU.
- Assistance during the bidding process. (30 hrs.)
- Assistance during the construction phase. (48 hrs.)
- Preparation of record drawings. (8 hrs.)

We request that our agreement be amended to include the services required to complete this project. We propose to be compensated on the basis of salary cost times a multiplier of 2.35 with expenses at invoice cost times 1.10, field survey crew at \$125.00 per hour and plotting services at \$5.00 per sheet. It is our opinion that the completion of the plans will require a budget of \$10,000.00, bidding services at \$3,500.00 and construction administration at \$5,500.00. Accordingly, an increase of \$19,000.00 is requested. We appreciate your consideration of this request.

If you are in agreement, please have one copy of this letter agreement executed by the Town of Addison and returned to our office.

We are available at your convenience to discuss any questions you may have with the status of the hours of the progress of this project.

Sincerely,



John W. Birkhoff, P.E.

Enclosure

APPROVED FOR THE TOWN OF ADDISON:

By: _____

Date: _____

None :
 None :
 None :

BIRKHOFF, HENDRICKS & CONWAY, LLP
 Project History Detail
 As of 12/15/2002

Run Date/Time 12/19/2002 07:49
 Period Ending 12/2002
 All or Selected: Selected
 Page 1

2002102-- Addison - Addison Rd, Ph 1,2 & 3 Fee Type CPM Proj Stat: A Project Start Date 01/21/2002
 Client ADDSN Town of Addison Fee Available 14,400.00 Est. Completion
 Org Nm 0000 Company Totals RGLM= 3.0620 BLM= 2.3500

-----Billing Address-----

-----Project Comments-----
 Bill as part of 98143 - Addison Road

-----Scheduling Remarks-----

Employee / Vendor	M T D			Y T D			P T D		
	Hrs	Cst	Eff	Hrs	Cst	Eff	Hrs	Cst	Eff
Task4 20 Plans & Specifications Prepara									
000003 Ross L. Jacobs			.50			.50			.50
000008 Richard J. Lowe	49.00			332.50			32.50		
000008 Richard J. Lowe OT	2.00			2.00			2.00		
000020 Ronald V. Conway				5.00			5.00		
000126 John Wayne Birkhoff	1.50			53.50			53.50		
000127 Barbara LaJoyce Lowe				3.00			3.00		
000157 John P. Ogles				1.50			1.50		
000202 George S. Murphy				4.00			4.00		
000202 George S. Murphy OT			.50			.50			
000221 Alicia J. Carline				1.50			1.50		
000250 Eric K. Kroner	3.00			14.00			14.00		
000255 Jeremy C. Beckwith				5.50			5.50		
000256 Thaddeus J. Hosford				122.75			22.75		
000261 Brian V. Lane				1.00			1.00		
G/L 5240 Landscaping									
ROTH Roth Designs				1779.97		1957.97			1779.97 1957.97
G/L 5320 Delivery/Postage/Fax									
BHC In-House Charges				6.45		6.89			6.45 6.89
ONTIME On Time Couriers				104.18		113.43			104.18 113.43
G/L 5390 Automobile Mileage									
BHC In-House Charges				45.03		45.03			45.03 45.03
G/L 5420 Plotter Usage									
BHC In-House Charges				10.00		10.00			10.00 10.00
G/L 5450 Outside Printing									
MSDR MS Dallas Reprograph				230.04		253.05			230.04 253.05
G/L 5460 Direct Prints - In-House									
BHC In-House Charges				611.00		671.50			611.00 671.50
G/L 5470 Copier Prints - In-House									
BHC In-House Charges				39.15		43.07			39.15 43.07
Pct Comp	100.00								
Budgeted Hours	100.00								
Budgeted Labor	10000.00	55.50	1683.79	5155.77	547.25	16447.01	50596.70	547.25	16447.01 50596.70
Budgeted Expense	300.00					2825.82	3100.94		2825.82 3100.94
Total Task4 20	10300.00	55.50	1683.79	5155.77	547.25	19272.83	53697.64	547.25	19272.83 53697.64

None :
 None :
 None :

BIRKHOFF, HENDRICKS & CONWAY, LLP
 Project History Detail
 As of 12/15/2002

Run Date/Time 12/19/2002 07:49
 Period Ending 12/2002
 All or Selected: Selected
 Page 2

2002102-- Addison - Addison Rd, Ph 1,2 & 3 Fee Type CPM Proj Stat: A Project Start Date 01/21/2002
 Client ADDSN Town of Addison Fee Available 14,400.00 Est. Completion
 Org Nm 0000 Company Totals RGLM= 3.0620 BLM= 2.3500
 -Continued-

Employee / Vendor	M T D			Y T D			P T D		
	Hrs	Cst	Eff	Hrs	Cst	Eff	Hrs	Cst	Eff
Task4 904 Field Notes & Plat Preparation									
000008 Richard J. Lowe				18.00			18.00		
000020 Ronald V. Conway				2.50			2.50		
000142 Gary Clinton Hendric				1.50			1.50		
000202 George S. Murphy				2.00			2.00		
000221 Alicia J. Carline				1.50			1.50		
000243 Guy R. Bradley				19.50			19.50		
000243 Guy R. Bradley OT				1.00			1.00		
000253 Christopher A. Gomez				3.50			3.50		
000255 Jeremy C. Beckwith				2.00			2.00		
G/L 5400 Personal Automobile/Tolls/Parking									
CASH Cash					4.50	4.95		4.50	4.95
G/L 5440 Deed Copies									
CASH Cash					13.00	14.30		13.00	14.30
COURT CourthouseDirect.com					3.25	3.58		3.25	3.58
G/L 5470 Copier Prints - In-House									
BHC In-House Charges					68.55	75.41		68.55	75.41
Pct Comp	95.16								
Budgeted Hours	33.00								
Budgeted Labor	4000.00			51.50	1227.90	3806.58	51.50	1227.90	3806.58
Budgeted Expense	100.00				89.30	98.24		89.30	98.24
Total Task4 904	4100.00			51.50	1317.20	3904.82	51.50	1317.20	3904.82
*** Project Total ***									
Pct Comp	98.61								
Budgeted Hours	133.00								
Budgeted Labor	14000.00	55.50	1683.79	5155.77	598.75	17674.91	54403.28	598.75	17674.91
Budgeted Expense	400.00					2915.12	3199.18		2915.12
Total Project	14400.00	55.50	1683.79	5155.77	598.75	20590.03	57602.46	598.75	20590.03

Contract Ref:	Net-Mult	Lbr-Mult	Net Billings	Total	Outstanding	Ptd	Work-In
Contact:	Goal	Act	To Date	Collections	A/R	Earned Rev	Process
** End of Project *****	3.09	1.92	47868.79	32012.81	15855.98	36915.11	10953.68

BIRKHOFF, HENDRICKS & CONWAY, LLP
 Employee Detail Report
 01/20/2001 Thru 12/20/2002

Run Date 12/19/2002
 Page 4

Task Dept	Period End Date	Document Date	Cls Act	Hours Type	Effort Rate	Key Remarks
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Employee: 000020 Ronald V. Conway

Project: 2002102 Addison - Addison Rd, Ph 1,2 & 3

904	0000	03/24/2002	03/18/2002	ENG 00	1.00	3.0620	032002-02R-331
904	0000	03/24/2002	03/19/2002	ENG 00	.50	3.0620	032002-02R-339
904	0000	11/30/2002	11/15/2002	ENG 00	1.00	3.0620	112002-04I-004
				** Dept Totals	2.50		
				** Task Totals	2.50		
				** Project Total **	7.50		

** Employee Total ** 7.50

Employee: 000126 John Wayne Birkhoff

Project: 2002102 Addison - Addison Rd, Ph 1,2 & 3

20	0000	10/27/2002	10/21/2002	ENG 00	2.00	3.0620	102002-037-363
20	0000	10/31/2002	10/31/2002	ENG 00	45.00	3.0620	102002-04I-006
20	0000	11/03/2002	10/29/2002	ENG 00	2.00	3.0620	112002-007-365
20	0000	11/03/2002	10/31/2002	ENG 00	1.00	3.0620	112002-007-389
20	0000	11/03/2002	10/28/2002	ENG 00	.50	3.0620	112002-007-352
20	0000	11/17/2002	11/12/2002	ENG 00	.50	3.0620	112002-022-380
20	0000	11/24/2002	11/19/2002	ENG 00	.50	3.0620	112002-03C-332
20	0000	11/24/2002	11/21/2002	ENG 00	.50	3.0620	112002-03C-355
20	0000	12/08/2002	12/06/2002	ENG 00	1.00	3.0620	122002-00L-379
20	0000	12/08/2002	12/04/2002	ENG 00	.50	3.0620	122002-00L-357
				** Dept Totals	53.50		
				** Task Totals	53.50		
				** Project Total **	53.50		

*dump of time
 from original project
 THAT WAS NOT billed*

** Employee Total ** 53.50

Employee: 000127 Barbara LaJoice Lowe

Project: 2002102 Addison - Addison Rd, Ph 1,2 & 3

BIRKHOFF, HENDRICKS & CONWAY, LLP
 Employee Detail Report
 01/20/2001 Thru 12/20/2002

Run Date 12/19/2002
 Page 2

Task Dept	Period End Date	Document Date	Cls Act	Hours	Type	Effort Rate	Key Remarks
-----------	--------------------	------------------	---------	-------	------	----------------	----------------

Employee: 000008 Richard J. Lowe

Project: 2002102 Addison - Addison Rd, Ph 1,2 & 3

20	0000	09/08/2002	09/03/2002	CD1	00	2.00	3.0620	092002-003-567
20	0000	09/08/2002	09/05/2002	CD1	00	1.50	3.0620	092002-003-575
20	0000	09/08/2002	09/06/2002	CD1	00	2.00	3.0620	092002-003-579
20	0000	09/15/2002	09/10/2002	CD1	00	8.00	3.0620	092002-01Q-604
20	0000	09/15/2002	09/13/2002	CD1	00	4.00	3.0620	092002-01Q-616
20	0000	09/15/2002	09/12/2002	CD1	00	1.00	3.0620	092002-01Q-611
20	0000	09/15/2002	09/11/2002	CD1	00	4.00	3.0620	092002-01Q-607
20	0000	09/15/2002	09/09/2002	CD1	00	7.00	3.0620	092002-01Q-600
20	0000	09/22/2002	09/19/2002	CD1	00	8.00	3.0620	092002-02F-601
20	0000	09/22/2002	09/20/2002	CD1	00	8.00	3.0620	092002-02F-604
20	0000	09/22/2002	09/16/2002	CD1	00	8.00	3.0620	092002-02F-592
20	0000	09/22/2002	09/17/2002	CD1	00	8.00	3.0620	092002-02F-595
20	0000	09/22/2002	09/18/2002	CD1	00	8.00	3.0620	092002-02F-598
20	0000	09/29/2002	09/27/2002	CD1	00	8.00	3.0620	092002-03M-606
20	0000	09/29/2002	09/28/2002	CD1	00	4.50	3.0620	092002-03M-609
20	0000	09/29/2002	09/25/2002	CD1	00	6.00	3.0620	092002-03M-598
20	0000	09/29/2002	09/26/2002	CD1	00	8.00	3.0620	092002-03M-603
20	0000	09/29/2002	09/24/2002	CD1	00	5.00	3.0620	092002-03M-594
20	0000	09/29/2002	09/23/2002	CD1	00	8.00	3.0620	092002-03M-591
20	0000	10/06/2002	10/03/2002	CD1	00	8.00	3.0620	102002-009-576
20	0000	10/06/2002	10/01/2002	CD1	00	8.00	3.0620	102002-009-570
20	0000	10/06/2002	09/30/2002	CD1	00	8.00	3.0620	102002-009-567
20	0000	10/06/2002	10/04/2002	CD1	00	8.00	3.0620	102002-009-579
20	0000	10/06/2002	10/02/2002	CD1	00	8.00	3.0620	102002-009-573
20	0000	10/13/2002	10/10/2002	CD1	00	8.00	3.0620	102002-01R-562
20	0000	10/13/2002	10/11/2002	CD1	00	4.00	3.0620	102002-01R-565
20	0000	10/13/2002	10/08/2002	CD1	00	4.00	3.0620	102002-01R-555
20	0000	10/13/2002	10/07/2002	CD1	00	8.00	3.0620	102002-01R-552
20	0000	10/13/2002	10/09/2002	CD1	00	8.00	3.0620	102002-01R-559
20	0000	10/20/2002	10/18/2002	CD1	00	3.50	3.0620	102002-023-607
20	0000	10/20/2002	10/16/2002	CD1	00	4.00	3.0620	102002-023-600
20	0000	10/20/2002	10/15/2002	CD1	00	6.00	3.0620	102002-023-596
20	0000	10/27/2002	10/21/2002	CD1	00	2.00	3.0620	102002-037-577
20	0000	11/03/2002	10/30/2002	CD1	00	2.00	3.0620	112002-007-607
20	0000	11/03/2002	10/31/2002	CD1	00	2.00	3.0620	112002-007-611
20	0000	11/17/2002	11/13/2002	CD1	00	1.00	3.0620	112002-022-611
20	0000	11/24/2002	11/20/2002	CD1	00	3.50	3.0620	112002-03C-550
20	0000	11/30/2002	11/19/2002	CD1	00	8.00	3.0620	112002-04J-004
20	0000	12/08/2002	12/05/2002	CD1	00	2.50	3.0620	122002-00L-552
20	0000	12/08/2002	12/06/2002	CD1	00	6.50	3.0620	122002-00L-555

BIRKHOFF, HENDRICKS & CONWAY, LLP
 Employee Detail Report
 01/20/2001 Thru 12/20/2002

Run Date 12/19/2002
 Page 3

Task	Dept	Period End Date	Document Date	Cls Act	Hours	Type	Effort Rate	Key Remarks
Employee: 000008 Richard J. Lowe								
Project: 2002102 Addison - Addison Rd, Ph 1,2 & 3								
20	0000	12/15/2002	12/11/2002	CD1 00	8.00		3.0620	122002-01P-583
20	0000	12/15/2002	12/13/2002	CD1 00	8.00		3.0620	122002-01P-591
20	0000	12/15/2002	12/09/2002	CD1 00	8.00		3.0620	122002-01P-575
20	0000	12/15/2002	12/10/2002	CD1 00	8.00		3.0620	122002-01P-578
20	0000	12/15/2002	12/12/2002	CD1 00	8.00		3.0620	122002-01P-588
20	0000	12/15/2002	12/10/2002	CD1 00	1.00	OT	3.0620	122002-01P-579
20	0000	12/15/2002	12/11/2002	CD1 00	1.00	OT	3.0620	122002-01P-584

** Dept Totals 334.50
 ** Task Totals 334.50

904	0000	05/05/2002	04/30/2002	CD1 00	3.00		3.0620	052002-001-478
904	0000	05/05/2002	04/29/2002	CD1 00	7.50		3.0620	052002-001-474
904	0000	05/05/2002	05/02/2002	CD1 00	2.00		3.0620	052002-001-488
904	0000	05/05/2002	05/01/2002	CD1 00	2.00		3.0620	052002-001-483
904	0000	07/28/2002	07/26/2002	CD1 00	2.50		3.0620	072002-036-651
904	0000	07/28/2002	07/24/2002	CD1 00	1.00		3.0620	072002-036-642

** Dept Totals 18.00
 ** Task Totals 18.00
 ** Project Total ** 352.50

** Employee Total ** 352.50 10529.82

Employee: 000020 Ronald V. Conway

Project: 2002102 Addison - Addison Rd, Ph 1,2 & 3

20	0000	05/12/2002	05/06/2002	ENG 00	1.00		3.0620	052002-00X-253
20	0000	05/19/2002	05/13/2002	ENG 00	1.00		3.0620	052002-01J-238
20	0000	07/28/2002	07/26/2002	ENG 00	.50		3.0620	072002-036-364
20	0000	10/20/2002	10/14/2002	ENG 00	2.50		3.0620	102002-023-306

** Dept Totals 5.00
 ** Task Totals 5.00

BIRKHOFF, HENDRICKS & CONWAY, LLP
 Employee Detail Report
 01/20/2001 Thru 12/20/2002

Run Date 12/19/2002
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Task	Dept	End Date	Period	Document	Cl's Act	Hours	Type	Effort Rate	Key	Remarks
Employee: 000255 Jeremy C. Beckwith										
Project: 2002102 Addison - Addison Rd, Ph 1,2 & 3										
20	0000	09/22/2002	09/20/2002	SVY	00	1.50		120.0000		092002-02G-032
						** Dept Totals	5.50			
						** Task Totals	5.50			
904	0000	03/03/2002	02/27/2002	SVY	00	2.00				032002-00N-812
						** Dept Totals	2.00			
						** Task Totals	2.00			
						** Project Total **	7.50			
						** Employee Total **	7.50			

Employee: 000256 Thaddeus J. Hosford

Project: 2002102 Addison - Addison Rd, Ph 1,2 & 3

20	0000	01/27/2002	01/25/2002	CD2	00	1.00		3.0620		012002-01P-060
20	0000	01/27/2002	01/24/2002	CD2	00	1.00		3.0620		012002-01P-055
20	0000	01/27/2002	01/23/2002	CD2	00	2.00		3.0620		012002-01P-051
20	0000	02/03/2002	02/01/2002	CD2	00	5.50		3.0620		022002-005-043
20	0000	02/03/2002	01/31/2002	CD2	00	7.00		3.0620		022002-005-039
20	0000	02/03/2002	01/30/2002	CD2	00	4.00		3.0620		022002-005-034
20	0000	02/03/2002	01/29/2002	CD2	00	1.00		3.0620		022002-005-029
20	0000	02/10/2002	02/07/2002	CD2	00	8.50		3.0620		022002-00L-075
20	0000	02/10/2002	02/04/2002	CD2	00	8.50		3.0620		022002-00L-066
20	0000	02/10/2002	02/05/2002	CD2	00	8.50		3.0620		022002-00L-069
20	0000	02/10/2002	02/06/2002	CD2	00	7.50		3.0620		022002-00L-072
20	0000	02/24/2002	02/21/2002	CD2	00	2.00		3.0620		022002-020-038
20	0000	02/24/2002	02/19/2002	CD2	00	6.00		3.0620		022002-020-031
20	0000	03/03/2002	02/28/2002	CD2	00	3.50		3.0620		032002-000-027
20	0000	03/03/2002	02/25/2002	CD2	00	2.00		3.0620		032002-000-012
20	0000	03/03/2002	02/27/2002	CD2	00	.50		3.0620		032002-000-022
20	0000	03/03/2002	03/01/2002	CD2	00	4.50		3.0620		032002-000-032
20	0000	03/03/2002	02/26/2002	CD2	00	1.50		3.0620		032002-000-017

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

7502 Greenville Avenue, #220

Dallas, Texas 75231

Fax (214) 361-0204

Phone (214) 361-7900

Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010
Attention: Mr. Steve Chutchian

Date: November 22, 2002

Statement No. 2002102A (708)

Professional Services through October 27, 2002,
in connection with Addison Road, Phases 1, 2 & 3

Time of Personnel:

Engineer	.5 Hr.	\$ 62.72
Engineer	2.5 Hrs.	342.28
Engineer	47.0 Hrs.	7,203.67
AutoCAD Tech I	87.5 Hrs.	8,022.34
AutoCAD Tech II	1.0 Hr.	52.05
Word Processor	.5 Hr.	<u>24.56</u>

\$15,707.62

Expense: Printing	\$ 97.83
Delivery/Postage	29.12
Automobile	<u>21.41</u>

148.36

\$15,855.98

=====

Amount of Contract	\$324,085.00
Amount Billed to Date	303,463.62
Amount this Statement	<u>15,855.98</u>
Balance	\$ 4,765.40

Steve Chutchian

To: Jim Pierce
Subject: RE: Addison Rd. Widening Payment Invoice

Jim - what do you think?

Steve C.

-----Original Message-----

From: John Birkhoff [mailto:JBirkhoff@BHCLLP.COM]
Sent: Thursday, December 05, 2002 9:58 AM
To: schutchian@ci.addison.tx.us
Subject: Re: Addison Rd. Widening Payment Invoice

We can put together task and man hours.

As you know we have been directed to extend the project through the Arapaho Road intersection, delete the drainage outfall plans and have attended a number of meetings with Oncor relating to lighting. Also in the man hours, has been the landscaping which was not in the original scope. With the remaining budget, it appears additional funds will be required to get the project through construction and bidding. With the Town doing most of this work, the cost should not be significant. As you know funds for the Marsh Land waterline and the Brookhaven Club sewer have not been fully expended as the Town did not request our services.

We are waiting on the City to complete the plans for your review. The question at hand is the type of pedestrian light fixture so we can complete the landscape plan and start the irrigation plans. The civil portion is 99% complete. We are putting the final touches on extending the project through the Arapaho Road intersection and getting a smooth pavement transition through the intersection.

Once we get the information on the fixture, a decision will need to be made on how the lighting system gets designed.

>>> <schutchian@ci.addison.tx.us> 12/05/02 09:21AM >>>

John - Your payment invoice for the month of October, for design modifications on Addison Rd., in the amount of \$15,855.98, was recently received, but has not been processed. Since January 2001, our records show that expenditures for the revisions to the existing plans on this project (including October 2002) total approximately \$63,331. This leaves only \$4,765 remaining for the completion of the design and bidding phase of this project.

At this time, our staff has not received final plan revisions for review and approval. At our last public meeting at Addison's Stone Cottage, we discussed with you the ability to complete engineering design changes to only the portion of the project, from Belt Line Rd. to Arapaho Rd.

You indicated that the remaining \$63,000+ would be sufficient to perform the work. There is an obvious concern on our part regarding the ability of this project to be placed in a position for construction bidding, while staying within current contractual limits. Consequently, our staff requests your assistance in correlating your firm's work efforts to date with the remaining needs of the project. Included in this evaluation, is a need of a comprehensive break-out of manhours assigned to various tasks. We look forward to hearing from you. Thanks.

Steve Chutchian

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

7502 Greenville Avenue, #220

Dallas, Texas 75231

Fax (214) 361-0204

Phone (214) 361-7900

Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010
Attention: Mr. Steve Chutchian

Date: December 20, 2002

Statement No. 2002102A (780)

Professional Services through November 24, 2002,
in connection with Addison Road, Phases 1, 2 & 3

Time of Personnel:

Engineer	11.0 Hrs.	\$ 924.02
Engineer	5.0 Hrs.	759.61
AutoCAD Tech I	16.5 Hrs.	1,512.79
AutoCAD Tech II	1.5 Hrs.	103.07
Word Processor	.5 Hr.	<u>24.56</u>
		\$ 3,324.05

Expense: Printing	\$ 30.80
Delivery/Postage	<u>2.33</u>
	<u>33.13</u>

\$ 3,357.18

Additional Services - Field Notes & Plat Preparation

Engineer	1.0 Hr.	<u>136.91</u>
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\$ 3,494.09

=====

Amount of Contract	\$324,085.00
Amount Billed to Date	319,319.60
Amount this Statement	<u>3,494.09</u>
Balance	\$ 1,271.31

Steve Chutchian

To: jbirkhoff@bhcllp.com
Cc: Jim Pierce; Michael Murphy
Subject: Addison Rd. Engineering Billing

John - we received your latest invoice, dated December 20, 2002, for engineering services related to Addison Rd. engineering design. We are also holding your November invoice, awaiting your man-hour/tasks breakout of work performed to date. We understood from talking to you in November that your work was on "hold", pending our determination of street light layouts and design. Consequently, it is not understood what work was performed in December that generated the latest invoice.

As we discussed earlier, it is suggested that the breakout we requested be provided to us and we will set up a subsequent meeting with you to discuss the remaining job functions that are necessary to complete the Addison Rd. project. In addition, financial considerations will also be discussed. Should you have any questions, please let me know. Thanks.

Steve Chutchian

Steve Chutchian

From: John Birkhoff [JBirkhoff@BHCLLP.COM]
Sent: Monday, January 06, 2003 2:08 PM
To: schutchian@ci.addison.tx.us
Subject: Re: Addison Rd. Engineering Billing

I have pulled the data sheets and am working up tasks and hours. The current billing is for work completed in November. We are working on the completion of contouring the intersection of Addison and Arapaho and expanding the design through the Arapaho Road intersection. Grades had to be changed to flatten out the intersection. The only work on going is tweaking the contours.

>>> <schutchian@ci.addison.tx.us> 01/06/03 01:49PM >>>

John - we received your latest invoice, dated December 20, 2002, for engineering services related to Addison Rd. engineering design. We are also holding your November invoice, awaiting your man-hour/tasks breakout of work performed to date. We understood from talking to you in November that your work was on "hold", pending our determination of street light layouts and design. Consequently, it is not understood what work was performed in December that generated the latest invoice.

As we discussed earlier, it is suggested that the breakout we requested be provided to us and we will set up a subsequent meeting with you to discuss the remaining job functions that are necessary to complete the Addison Rd. project. In addition, financial considerations will also be discussed. Should you have any questions, please let me know. Thanks.

Steve Chutchian

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the Town of Addison, Texas, hereinafter referred to as "Town", and Shimek, Jacobs & Finklea, L.L.P., hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the Town desires to engage the services of the Engineer to prepare construction plans and specifications and provide construction administration services for paving and drainage improvements to Addison Road from Beltline Road to Keller Springs Road, located in the Town of Addison, Dallas County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the Town under the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

I. Employment of the Engineer

The Town hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the Town.

III. Schedule of Work

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service to completion as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "C". Town agrees to pay invoices within 30 days of receipt.

V. Information to be Provided by the Town

The Town agrees to furnish, if available, prior to commencement of services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

VI. Insurance

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$1,000,000.00), Worker's Compensation (statutory limit), General Liability (\$500,000 per occurrence, \$1,000,000 aggregate) and Automobile Insurance (\$500,000 combined single limit per accident).

VII. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the Town as provided by this Agreement.

VIII. Audits and Records

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

IX. Contract Termination

The parties agree that Town or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all services completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to termination.

X. Engineer's Opinion of Cost

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

XI. Ownership of Documents

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the Town. Town shall be furnished with such reproductions of drawings, specifications and reports. Upon completion of the services or any earlier termination of this Agreement under Article X, Engineer will revise drawings to reflect changes made during construction as reported by the Town and contractor, and he will furnish the Town with one (1) complete set of reproducible, one black-line set of record prints and an electronic copy in DXF or DWG format on compact disk. Additional prints shall be furnished at cost, as an additional service, at any other time requested by Town.

XII. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "D" constitute the entire agreement by and between the parties regarding the subject matter hereof.

XIII. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to Town permitted or required under this Agreement shall be addressed to Town at the following address:

Mr. John Baumgartner, P.E.
Director of Public Works
Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010

Town agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

John W. Birkhoff, P.E.
Shimek, Jacobs & Finklea, L.L.P.
8333 Douglas Avenue, #820
Dallas, Texas 75225-5816
Phone: (214) 361-7900

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XIV. Contract Amendments

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

XV. Effective Date

This Agreement shall be effective from and after execution by both parties hereto.

WITNESS OUR HANDS AND SEALS on the date indicated below.

TOWN OF ADDISON, TEXAS

By: 

Date: 5/14/98

ATTEST:

By: 

**SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS:**

By: 
John W. Birkhoff, P.E., Partner

Date: 4/25/98

EXHIBIT "A"

ENGINEERING SERVICES

The Engineering Services to be provided under this Agreement shall include the following:

PART I: PREPARATION OF PLANS AND SPECIFICATIONS:

- Design Phase

Preparation of plans, specifications and bidding documents for paving and drainage improvements to Addison Road from Beltline Road through the intersection of Keller Springs Road and will include the following:

- ✓ A. Review existing paving, drainage and utility plans.
- ✓ B. Storm sewer system will be an underground system with surface inlets having capacity to convey the 100-year storm (Hydro 40 and Tech Paper 35).
- ✓ C. Plans will include drainage area map and storm sewer and inlet calculations.
- ✓ D. The roadway will be reinforced concrete pavement to the maximum width that can fit into the right-of-way. It is anticipated that the roadway section will be five lanes with reinforced concrete monolithic curbs. Roadway section will include sidewalks. Sidewalks most likely will be located outside the roadway right-of-way in sidewalk easements.
- ✓ E. The pavement structure will be determined from the geotechnical investigation and project traffic counts. Pavement design will include future bus traffic.
- ✓ F. From information received from utility companies and from review of existing utility plans, determine utility conflicts and design resolution of conflict.
- ✓ G. The roadway grade will tie into the Arapaho Road and Keller Springs Road construction plans currently under design.

- not done
- H. Pavement marking and sign plan will be included.
 - I. Conduit for existing signals will be included. A video detection type traffic signal for the intersection of Addison Circle and Addison Road will be included. An interconnection between signals from Beltline and Keller Springs will be included. This interconnect design will include conduits, conductors and hardware in proposed controller box at Addison Circle.
 - J. Driveways and cross streets along the roadway will be sectioned to design acceptable approach slopes.
 - K. Erosion control plan will be included.
 - L. Design of new geometrics at intersections will be completed to include right-turn lanes where possible. Addison Circle is one that will include a right-turn lane northbound.
 - M. Paving plans will include plan/profile sheets, drainage plans will also include plan/profile sheets.
 - N. Establish a hydraulic gradient for storm sewer design. Tie into known water surface. This will most likely require a HEC-RAS computer run.
 - O. Develop concept phasing plan to maintain at least one-way traffic in each direction during construction or a one-way scheme using Quorum Drive as a circulation route. This scheme could reduce construction time.
 - P. Prepare phasing plan based on selected concept plan. Phasing plan to include left-turn lanes where possible.
 - Q. Design of street light system providing street lights staggered to each other.
 - R. Provide for pavement treatment of centerlane and intersection, stamped colored concrete.
 - S. Prepare preliminary specifications, using the North Central Texas Council of Governments Standard Specifications for Public Works Construction.

- T. Show existing right-of-way and easements that can be found. Determine additional right-of-way and easements that are required.
- U. Revise construction plans to conform to Town comments and information received from utility companies.
- V. Complete quantity take-off and formulate an opinion of probable construction cost.

PART II: BIDDING PHASE

- A. Assist the Town staff in advertising for bids. This will include providing Town with Notice to Contractors for their use in publicly advertising project. A list of contractors experienced in paving and drainage projects will be provided to the Town.
- B. Provide forty sets of bidding documents to the Town.
- C. Conduct Pre-Bid Meeting at Town's facilities.
- D. Assist Town during opening of bids and provide bidding tally sheets.
- E. Provide bid tabulation to Town and contractors who submit bids.
- F. Obtain the following information from the lowest bidder:
 - ▷ Past work history.
 - ▷ Physical resources to produce the project.

Formulate opinion from information received and provide the Town a recommendation for award of the construction contract.

- G. Project will be bid as two projects. The break point will be determined during the design phase.

PART III: CONSTRUCTION PHASE

- A. Conduct Pre-Construction Conference at Town facilities including preparing an agenda.
- † B. Attend coordination meetings with contractor, quality control personnel, and Town representatives to discuss strategy, problem areas, progress, and any required coordination. Prior to or immediately after coordination meeting make site visit to project location.
- † C. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review of shop drawing submissions is solely for their conformance with the design intent and conformance with information given in the construction documents. Shimek, Jacobs & Finklea shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operation of construction, safety precautions and programs incidental thereto, all of which are the Contractors responsibility. Two copies of shop drawings in which no exceptions are taken by Shimek, Jacobs & Finklea will be provided to the Town.
- † D. Provide written responses to requests for information or clarification.
- † E. Prepare and process routine change orders for this project as they pertain to the original scope of work.
- † F. Review monthly pay requests form prepared by Staff.
- G. Accompany the Town during their final inspection of the project.
- † H. Visit the site at appropriate intervals as construction proceeds to observe progress and formulate opinion as to quality of work as it relates to contract documents.

I. Prepare record drawings utilizing Town and Contractor construction record information.

- The record drawings shall include one set of 22" x 34" reproducibles and one set of black-line drawings of the engineering plans revised to conform to construction records. Each sheet will include a record drawing stamp bearing the initials of the engineer and the date. Also an electronic copy of plans will be provided under the following conditions:

Submit reproducible final plans, one set of blue-line prints, CD ROM with design files in DXF format and original bid documents to the City. All record drawing plan sheets will be prepared utilizing AutoCAD Release 14 for Windows and InRoads for AutoCAD. No specific computer aided drafting and design specifications will be utilized. One copy of electronic files of the plans will be provided to the Owner under the following conditions:

- 1) The electronic files are compatible with AutoCAD Release 14, operating on an IBM compatible PC using Windows NT.
- 2) Engineer does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.
- 3) Because data stored on electronic media can deteriorate undetected or be modified, the Owner agrees that the Engineer will not be held liable for completeness or correctness of electronic media after an acceptance period of thirty days after delivery of these files.
- 4) The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, the hard copy files will govern in all cases.
- 5) Both parties acknowledge mutual non-exclusive ownership of the electronic files and each party may use, alter, modify or delete the files without consequence to the other party.
- 6) All electronic files provided to the Owner will not contain engineers seal, handwritten dates and signatures.

PART IV: ADDITIONAL SERVICES

Additional services will include the following:

- A. Design surveys to pick up existing topography, cross sections of existing roadway and cross sections of channels for water surface determination. Horizontal and vertical control will be set. Control will be tied to coordinate sheet set up for this project.
- B. Quality control surveys during construction to confirm horizontal or vertical grades established by the contractor. Quality control surveys will only be completed at the direction of the Town. Twenty-four hours are established.
- C. Meetings with property owners. Sixteen hours are established.
- D. Reproduction of construction plans and specifications for construction use, notification to utility companies (Southwestern Bell Telephone, TU Electric, Lone Star Gas, and Cable Companies) and for preliminary and final review sets.
- E. Distribution of plans and specifications:
 - Utility Companies: 5 sets of 1/2-scale plans at 60% and 100% completion.
 - Town of Addison: 5 sets of preliminary plans at 30% and 60% completion. 5 sets of preliminary plans and specifications at 90% completion. 5 sets of final plans and specifications (submittals will include three 1/2 scale and two full scale).
 - Bidding: 40 sets of plans at 1/2-scale. 15 sets of plans at full scale (available to prime contractor upon request). 40 sets of specifications and bidding documents.
 - Construction: 3 sets of full scale plans. 12 sets of half scale plans. 15 sets of specifications.

- F. Preparation of field note descriptions and plats for right-of-way acquisition including field surveys to set iron pins. Fifty field note descriptions and plats are established.
- G. Deed research at Dallas County Court House.
- H. Geotechnical Investigation and Report.
- I. Preparation of a right-of-way strip map.
- J. Revisions to construction plans and specifications for bidding second phase of project at an unknown point in time.

PART V: EXCLUSIONS

- A. Providing an on-site representative.
- B. Environmental impact statements and assessments.
- C. Fees for permits or advertising.
- D. Certification that work is in accordance with plans and specifications.
- E. Environmental cleanup.
- F. Landscape architecture.
- G. Flood plain reclamation plans.
- H. Title searches.
- I. Trench safety designs.
- J. Quality control and testing services during construction.
- K. Services in connection with condemnation hearings.
- L. Preliminary engineering report.

EXHIBIT "B"

COMPLETION SCHEDULE

<u>Task</u>	<u>Weeks To Complete</u>
Field Surveys	3
Preliminary Roadway Design	16
Preliminary Drainage Design	16
Geotechnical Investigation	6
Pavement Enhancements	4
Final Roadway Design	6
Final Drainage Design	8
Pavement Marking Plan	2
Roadway Sign Plan	2
Phasing Plan	3
Field Note Description and Plats	12
Specifications and Contract Documents	2

37 to 40 Weeks Design Project

EXHIBIT "C"
COMPENSATION

Undersigned will accomplish the work outlined in the tasks presented in Exhibit "A" of this Agreement. Payment for engineering services described under Parts I, II, and III shall be a lump sum amount of Two Hundred Thirty-Nine Thousand Two Hundred Dollars (\$239,200.00) based on our opinion of probable construction cost of \$3,406,000.00.

30% Submittal Preliminary Plans	15% of Fee
60% Submittal Preliminary Plans	20% of Fee
90% Preliminary Plans and Specifications	23% of Fee
Final Plans and Specifications	30% of Fee
Bidding Phase	5% of Fee
Construction Administration	7% of Fee

The maximum overall fee established herein shall not be exceeded without written authorization from the Town of Addison, based on increased scope of services.

Payment for engineering services described under Part IV (Additional Services) shall be on a salary cost times a multiplier of 2.3, survey crew at \$85.00/hour, and expense at invoice cost times a multiplier of 1.05. Actual time expended will be billed.

The following is a summary of the estimated charges described under Section V - Additional Services:

Design Surveys (97-hrs.)	8,245.00
Quality Control Surveys (24-hrs.)	2,040.00
Meeting with Property Owners (16-hrs.)	3,000.00
Geotechnical Investigation & Report	8,000.00
Deed Research (24-hrs.)	1,700.00
Strip Maps (32-hrs.)	2,550.00
Field Note Description and Plat (50-each)	45,000.00
Reproduction of Plans, Specifications and Contract Documents for Review	7,500.00
Electronic File Transfer on Compact Disc	50.00
Plans and Specifications Revision (80-hrs.)	<u>6,800.00</u>
	\$84,885.00

The following is a summary of the estimated charges for the various elements of the proposed work:

Section

I & II: Engineering	\$210,496.00	} \$ 239,200
III: Bid Phase Services	11,960.00	
IV: Construction Administration	16,744.00	
V: Additional Services	<u>84,885.00</u>	
Maximum Fee Not to Exceed	\$324,085.00	

Engineering will be invoiced on a monthly basis, based on percent complete of plans.

Bid phase services will be lump sum after action by Council on award of construction contract.

Construction Administration will be invoiced as a percent of construction complete (dollar value).

The Undersigned's Fee shall provide compensation for all design work, drafting work, printing of review documents for the Town only, computations and all other work required for the design of the Project.

Undersigned will invoice the Town for the value of completed services, according to the services accomplished each month on a proportional basis of the overall project. Invoices will be submitted by Undersigned to the Town monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. All invoices will be accompanied by a status report on all completed work. Payments on account for basic services shall be made monthly within thirty (30) days of invoice.

FEE SCHEDULE

<u>Position</u>	<u>Hourly Rate</u>
Project Manager	\$100.00
Project Engineer	\$85.00
Design Engineer	\$88.00
CADD Technician	\$78.00
Draftsman	\$65.00
Word Processing	\$65.00
Secretary	\$55.00
Survey Crew	\$85.00
Plotting (22" x 34")	\$5.00 /sheet
Plotting (11" x 17")	\$2.50 /sheet
Computer Services	\$25.00 /hour
Color Prints (8½" x 11")	\$2.00 /page
Copies (Black & White)	\$0.51 /sheet
Laminating (8½" x 11")	\$2.00 /sheet

EXHIBIT "D"

INFORMATION TO BE PROVIDED BY TOWN

- 1) All of the Town's plat, easement and construction plan files will be made available for use. Town will provide copies as necessary at no cost. If easement information is not available within the Town, the Engineer will need to obtain that information from the Dallas County Records.
- 2) Access to all Town manholes and clean-outs, access to all Town right-of-way and easements. If manhole lids are bolted down the Engineer will contact the Town's Utility Operation Department and schedule a time when they can meet with the Engineer and remove the manhole lid.
- 3) The Town's Utility Operations Department will do the excavation for locating existing water and sewer for horizontal and vertical ties to existing water and sewer. The Town's Street and Drainage Department will do the excavation for the existing storm drain lines. The engineer will provide a preliminary plan sheet showing the locations where excavation is required and contact the Town to schedule a time when the work can be done.
- 4) The Engineer shall prepare a Notice to property owners and/or tenants for Town review. Engineer shall attach Notice to property owners and/or tenants front door prior to field surveys commencing. Such notices be provided to property owners and/or tenants 72-hours prior to field surveys commencing. If the proposed sewer will cross private property, the Town agrees to take appropriate steps necessary to allow access to those areas.
- 5) If public meetings are necessary the Town will take the steps required to notify the residents.
- 6) Town's 200 scale topography map in the vicinity of the project.

Client: Town of Addison, Texas
 Project: Addison Road
Beltline to Keller Springs

Page No. 1 of 1
 Date: 04/27/98
 By: J.W.B.

ENGINEER'S OPINION OF CONSTRUCTION COST

Item No.	Description	Quantity	Unit	Price	Amount
1	Main Lanes 4 - 11' (8" Concrete)	25,813	S.Y.	\$30.00	\$774,390.00
2	Center Lane 1 - 12' Stamped and Colored 8"	7,040	S.Y.	\$36.00	\$253,440.00
3	Lime Treated Subgrade 58' Width	34,027	S.Y.	\$2.00	\$68,054.00
4	Hydrated Lime 32#/S.Y.	545	Tons	\$100.00	\$54,500.00
5	Monolithic Curb	10,000	L.F.	\$2.00	\$20,000.00
6	Right Turn Lane @ Addison Circle	100	S.Y.	\$32.00	\$3,200.00
7	Street Lights	1	L.S.	\$230,000.00	\$230,000.00
8	Traffic Signal	1	L.S.	\$100,000.00	\$100,000.00
9	Brick Pavers in Intersections (3)	3	Ea.	\$10,000.00	\$30,000.00
10	Unclassified Excavation 18"	16,500	C.Y.	\$15.00	\$247,500.00
11	Preparation of R.O.W.	52.8	Sta.	\$400.00	\$21,120.00
12	Conduit for Exiting Street Lights	1,200	L.F.	\$5.50	\$6,600.00
13	Driveways 130 S.Y. Each (20)	600	S.Y.	\$25.00	\$15,000.00
14	5-Foot Wide Sidewalk	52,800	S.F.	\$3.50	\$184,800.00
15	Pavement Markings	1	L.S.	\$16,000.00	\$16,000.00
16	Signal Interconnect	1	L.S.	\$40,000.00	\$40,000.00
17	Drainage. (Paving Less Street Lights)	1	L.S.	\$897,302.00	\$897,302.00
	Subtotal:				\$2,961,906.00
	Contingencies and Miscellaneous Items	15%			\$444,285.90
					\$3,406,191.90
				USE:	\$3,406,000.00

Addison Rd. Street Lights & Poles Minutes
10/22/02

Utility relocation "kick-off" meeting held with utility companies on 10/21/02 (See attached attendance list).

Emphasis was placed on relocation of power poles and street lights.

The relocation efforts by all utility companies will extend north of the intersection of Arapaho Rd. and Addison Rd. The exact ending point shall be determined by Oncor.

Street lights will not be mounted on the power poles.

Street lights to be placed between proposed sidewalk and back of curb, with lights alternated along both sides of street and spanning properties that have less than 20 ft. of parkway easement/right-of-way. Street lights will be on steel poles with shoe-box fixtures similar to those on Arapaho Road. Oncor will lay out the street light alignment.

Oncor will provide an estimate of cost of constructing new replacement concrete poles. Initial estimate is under \$15,000 per pole.

There will be 3 steel poles on Arapaho. One is existing and near the intersection at Beltline Rd. This pole will remain in place because the line turns a corner at this point, and a steel pole is needed to support the extra stress that the turn creates. On the east side of the roadway, two new steel poles are necessary in the vicinity of Arapaho Rd. They will span the Minol MTR site. This is necessary because a pole cannot be located in front of the property due to a reduced parkway easement acquisition in front of the underground parking garage. Concrete poles are not strong enough to accommodate a span this long. The steel polls cost less than \$30,000 each.

The discussion included the desire to remove overhead power lines that cross the roadway. The crossing lines will be bored under the street and run up the existing poles.

All commercial establishments shall be permitted to re-connect to the new poles, without a need to perform any individual re-wiring.

The engineer is forwarding the landscaping plan to Oncor, in order that the necessary pole heights over the new trees can be determined.

Oncor must order the new poles immediately, in order to perform relocation of facilities in January 2003.

Southwestern Bell and AT&T will "piggy back" onto the new poles after they are set by Oncor.

DATE SUBMITTED: April 1, 2002
FOR COUNCIL MEETING: April 9, 2002

Council Agenda Item

SUMMARY:

This item is for approval to make an offer to Sambuca Partners Ltd. for acquisition of a Sixteen (16) feet wide Parkway Easement from a 1.295 acre tract of land located at 15207 Addison Road, for the widening of Addison Road.

FINANCIAL IMPACT:

Budgeted Amount: N/A

Cost: \$16,694.00

Source of Funds: Bond funds are available for the widening of Addison Road in the amount of \$2,500,000. In addition, \$1,300,000 of DART LAP/CMS funding has been programmed for this project.

BACKGROUND:

The process of acquiring permanent parkway easements along both sides of Addison Road, from Belt Line Road to Arapaho Rd. is currently underway. Approximately 2,864.32 square feet is land is required from Sambuca Partners, Ltd., as a permanent Parkway Easement (see attached map) on the Addison Road street widening project. The proposed sixteen (16) feet wide easement acquisition is located west and adjacent to Addison Road, and is part of a 1.295 acre tract owned by Mr. Kim Forsythe.

On March 29, 2002, the firm of Hipes and Associates performed an appraisal of the value (summary attached) of the proposed easement taking. The appraisal of the 2,864.32 square feet of land on this site resulted in a total compensation value of \$16,694.00.

RECOMMENDATION:

It is recommended that Council authorize the City Manager to offer a total of \$16,694.00 to Sambuca Partners, Ltd., for the acquisition of 2,864.32 square feet of permanent parkway easement at 15207 Addison Road.

SUMMARY OF SALIENT FACTS

**A Parkway Easement Acquisition at 15207 Addison Road
Sambuca Partners Ltd - Owner
Addison, Texas**

Date of the Appraisal: March 29, 2002

Value Estimated: Market Value - Just Compensation

Property Rights Appraised: Fee Simple & Easement

Property Appraised: A ±56,410 SF tract improved with a restaurant facility, located at 15207 Addison Rd., Addison, Texas.

Property Zoned: PD, (allows office, retail, restaurant)

Highest & Best Use:

"As vacant": To be developed in conformity with adjacent land uses as demand warrants.

"As improved": To be maintained as a restaurant facility.

Estimates of Fee Simple Value:

Whole Property

Land Value (Sales Comparison):	\$ 586,664
Cost Approach:	\$1,414,000
Income Approach:	\$1,230,500
Sales Comparison Approach:	\$1,384,300
Whole Property:	\$1,384,300

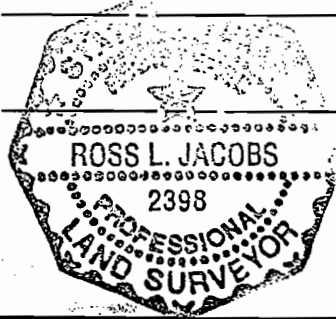
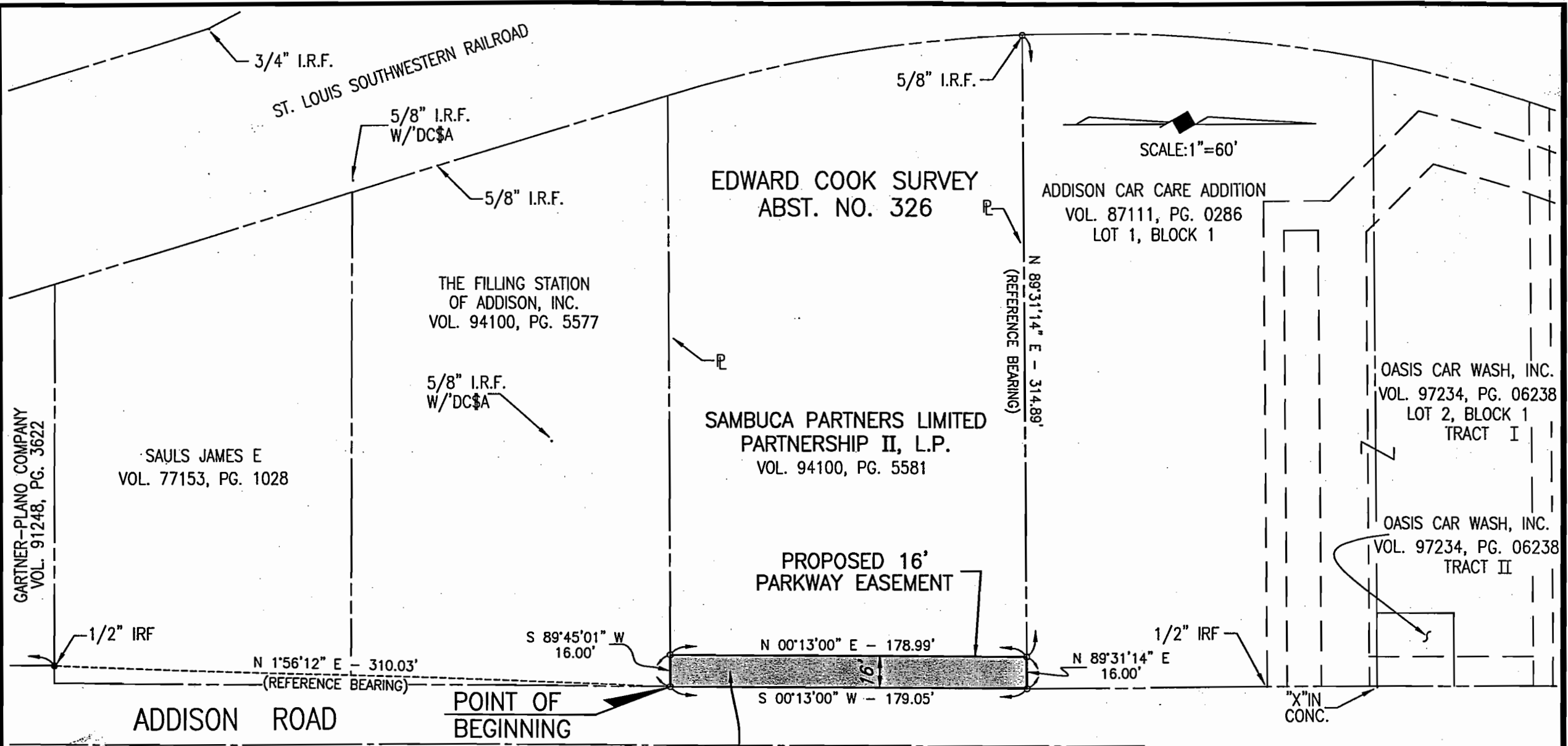
Part Taken:

Parkway easement	\$ 16,694
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<u>Remainder Before the Take:</u>	\$1,367,605
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<u>Remainder After the Take:</u>	\$1,384,300
---	--------------------

Final Value Estimate: JUST COMPENSATION	\$ 16,694
--	------------------



Ross L. Jacobs
 JAN. 29, 2002

2,864.32 SQ. FT.
 0.066 ACRES

TOWN OF ADDISON, TEXAS	
ADDISON ROAD BELT LINE RD. TO KELLER SPRINGS RD. PARKWAY EASEMENT	
BIRKHOFF, HENDRICKS & CONWAY, L.L.P. CONSULTING ENGINEERS	JAN., 2002 PLAT 4W



December 6, 2001

Town of Addison
TXU Estimated Costs for Relocation of facilities on Addison Road

Cost #1: Site – Addison Road from Belt Line Rd on the south to Broadway

- The Town of Addison to provide the utility easements for TXU facilities.
- Upon relocation of TXU facilities, use 24-65ft. concrete poles in lieu of wood poles for esthetics.
- All poles adjacent to Addison Rd are to be replaced on both sides of the street.
- The taller concrete poles are used to clear tree plantings of Texas red oaks which will be approximately 30 feet high.
- The concrete poles will be set in the same vicinity as the existing pole locations.

Estimated Cost: \$118,200.00

Cost #2: Site – Addison Road from Broadway on the south to Morris on the north.

- Convert the existing overhead facilities to underground facilities with TXU performing the civil and electrical work.
- The Town of Addison is responsible for obtaining easements for the pad mount switches and transformers.
- The Town of Addison will be responsible for the rewire and if necessary, the bringing up to code, of customer's electrical services.

Estimated Cost: \$786,500.00

Cost #3: Site - Addison Road from Broadway on the south to Morris on the north

- Upon relocation, move the overhead line to the west side of Addison, using wood poles.
- The Town of Addison to provide easements for the overhead line.
- Place any crossings of Addison Road underground, which involves four-3 phase and one single phase crossing.
- This design will require the installation of two padmount transformers. The Town of Addison will be responsible for obtaining easements for the transformers.

Estimated Cost: \$98,700.00

Cost #4: Site – Arts District Area

- Remove existing overhead facilities in the area bounded by Addison Road, Addison Circle and the railroad tracks, leaving the service to farmhouse and barn and the service to the building on the southwest corner of the bounded area.
- Provide overhead service for the special events booths along Julian Street.

Estimated Cost: No cost for removal of facilities.

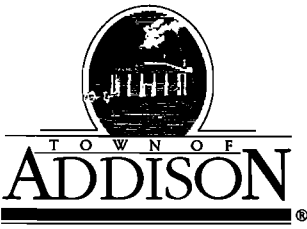
Consult Mr. Richard Hildebrand 972-888-1329 for new service

Cost #5 Site – Arts District Area

- Provide new underground service for north side.

Estimated Costs – need load information. Please contact Richard Hildebrand 972-888-1329 for new service

Reeves Partain
TXU Electric and Gas
Office 214-875-2256



Public Works / Engineering

16801 Westgrove • P.O. Box 9010
 Addison, Texas 75001-9010
 Telephone: (972) 450-2871 • Fax: (972) 450-2837

LETTER OF TRANSMITTAL

DATE	6-19-01	JOB NO.
ATTENTION		
RE:	Shimek, Jacobs & Finklea now named Birkhoff, Hendricks & Conway	

TO Carmen Moran
Town Hall

GENTLEMAN:

WE ARE SENDING YOU

- Attached
- Under separate cover via _____ the following items:
- Shop Drawings
- Prints
- Plans
- Samples
- Specifications
- Copy of letter
- Change order
- _____

COPIES	DATE	NO.	DESCRIPTION
1			Original letter of 6-14-01 from John Birkhoff of Birkhoff Hendricks & Conway, LLP.

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____ 19____
- Approved as submitted
- Approved as noted
- Returned for corrections
- _____
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS Requesting existing contracts with the town be transferred to Birkhoff, Hendricks & Conway

COPY TO Steve Clutchian

SIGNED: [Signature]

If enclosures are not as noted, please notify us at once.

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

7502 Greenville Ave., #220

Dallas, Texas 75231

Fax (214) 361-0204

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
RONALD V. CONWAY, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

Mr. James C. Pierce, Jr.,
City Engineer
Town of Addison
Post Office Box 9010
Addison, Texas 75001-

Re: Amendment to Co

Dear Mr. Pierce:

The Town of Addison entered into an agreement with Shimek, Jacobs & Finklea, L.L.P., to provide engineering services for the following projects:

- Marsh Lane Water Line
- Broadway Paving & Drainage
- TNRCC Waiver
- Easement Park
- Surveyor Ground Storage Reservoir
- Special Events District
- Townhall Waterfall
- Addison Road/Bent Tree Plaza Pkwy.
- Addison Road Paving & Drainage

Shimek, Jacobs & Finklea, L.L.P. changed its name to Birkhoff, Hendricks & Conway, L.L.P. on May 28, 2001, and changed its address to 7502 Greenville Ave., Suite 220, Dallas, Texas 75231. We hereby request that the existing contracts for Engineering Services for the above referenced projects be transferred to Birkhoff, Hendricks & Conway, L.L.P.

If this request is agreeable to the Town of Addison, please have one copy of this Letter Amendment executed for the Town of Addison and returned to this office.

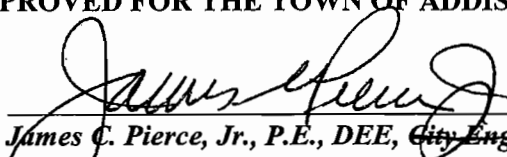
Sincerely yours,



John W. Birkhoff, P.E.

APPROVED FOR THE TOWN OF ADDISON

By:



James C. Pierce, Jr., P.E., DEE, ~~City Engineer~~ Asst. Public Works Director *JCP*

Date:

6-19-01

HIPES & ASSOCIATES

REAL ESTATE
APPRAISERS/CONSULTANTS

OFFICE ADDRESS:
7557 RAMBLER RD #260
LOCK BOX 25
DALLAS, TEXAS 75231

MAILING ADDRESS:
P.O. BOX 600142
DALLAS TEXAS 75260-0142
214-739-5941

May 4, 2000

Mr. James C. Pierce, Jr., P.E.
Assistant City Engineer
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001-9010

Re: RFQ - Appraisal Projects; Addison Road, Arapaho Road

Dear Mr. Pierce;

The following information is provided in response to your Request for Statements of Qualifications and Bids for Appraisal Services:

Bid Proposal

- | | | |
|----|----------------------|--------------------------|
| 1. | Fee | |
| | Addison Road Project | \$32,400.00 |
| | Arapaho Road Project | \$ 6,000.00 |
| 2. | Hourly Rate | \$125.00/Hour |
| 3. | Time Required | ±90 Days - both projects |
| 4. | Appraiser | Mark A. Hipes |

Typically, individual appraisal reports are submitted as they are completed. Partial invoicing is submitted with completed reports. A 5% discounting of the invoicing is provided for 7 -10 day invoice payment.

The Arapaho Road project encompasses the four parcels reviewed on the Town's project map, and is based on the presumption that only general estimates of value will be required for the Whole Property values of the subject parcels, due to the lack of potentially damaging influences brought about by the proposed right-of-way acquisitions. This is based on an off-site inspection of those parcels. This does not diminish the detail of the right-of-way acquisition value estimate, but does reduce the overall cost of the individual appraisals.

The Addison Road project encompasses 26 parcels reviewed on the Town's strip map of that project. Of the 26 parcels, 20 parcels appear to require only general estimates of the Whole Property values, while 6 parcels appear to require detailed analysis of the potential affects of the proposed acquisitions on the improvements to those properties. Until such time as the proposed easements are marked on the subject properties, more specific conclusions cannot be rendered.

The following pages present a qualifications summary for Mark A. Hipes and a listing of several of the acquisition projects completed in the recent past.

RFQ
Town of Addison
May 4, 2000

Mark A. Hipes has actively been engaged in the appraisal of real estate for public acquisitions for the previous 20+ years. These appraisals include both whole property and partial property acquisitions, as well as fee simple interests and partial property interests (easements and licenses).

Governmental clients include the: Town of Addison, Richardson, Garland, Rowlett, Rockwall, Heath, The Colony, Plano, Haltom City, Grapevine, Dallas County Utility & Reclamation District, Texas Department of Transportation, Dallas County, and Collin County.

Projects of comparable size and scope completed in the previous three years include:

FM 740 (Ridge Road), City of Rockwall
±30 Parcels, partial property acquisitions, all commercial
Ms. Julie Couch, City Manager, Rockwall 972-771-7700

US 75/IH 635
±8 Parcels, partial property acquisitions, all commercial
Mr. Terry May, District R.O.W. Administrator, 214-320-6100

Carson Street, Haltom City
±35 Parcels, partial property acquisitions, commercial & residential
Mr. Ken Slovak, Director of Public Works, 817-429-0702

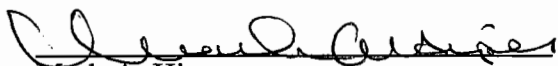
Events Center, Town of Addison
±8 Parcels, whole property acquisitions, various
Ms. Carmen Moran, Director of Development Services, 972-450-7018

Spring Creek Parkway Extension, Plano
±6 Parcels, partial property acquisitions, vacant land
Mr. Alan Upchurch, City Engineer, 972-461-7000

Additionally, you may wish to inquire of Mr. Pete Eckert, Mr. John Hill, and Mr. Ken Dipple of the COWLES & THOMPSON legal firm (214-672-2100), as they are generally well acquainted with my capabilities.

I trust that the above information is satisfactory for your current purposes. If I may be of further assistance in clarifying any of the above information, please do not hesitate to contact me.

Respectfully submitted,



Mark A. Hipes
Texas Appraiser Certification TX-1321216-G

Qualifications attached

MARK A. HIPES
Qualifications

Location of Office

7557 Rambler Road, Suite 260, LB 25, Dallas, Texas 75231

Education

Southern Methodist University

* Bachelor of Business Administration - Quantitative Analysis

* Master of Business Administration - Finance

Texas Real Estate Broker License - License No. 388907-26

Texas State Certified General Real Estate Appraiser - License No. TX-1321416-G

Appraisal Courses, Seminars

American Institute of Real Estate Appraisers

* Course IIa - Case Studies in Real Estate Valuation

* Course IIb - Valuation Analysis & Report Writing

Society of Real Estate Appraisers

* Course 101 - Principals of Real Estate Appraisal

* Course 201 - Income Property Valuation

* Course R2 - Report Writing

Standards of Professional Practice

Various Seminars on Valuation & Litigation

Experience

02/87 to Present

Hipes & Associates

Independent Real Estate Appraiser

03/79 to 02/87

Dallas County Department of Public Works

Eminent Domain Appraiser

09/71 to 03/79

Self Employed

Financial Analysis/Real Estate Analysis

Types of Properties Appraised

Regional Malls

Industrial/Manufacturing

Automobile Dealerships

Shopping Centers

Apartments

Hospitals

Office

Farms/Ranches

Railroads

Office/Warehouses

Proposed Developments

Churches

Service Stations

Educational Facilities

Airports

All types of commercial/industrial properties and a variety of special use properties.

Extensive work in Eminent Domain & other forms of litigation valuation

Qualified as an "Expert Witness" in County, District, & Federal Courts

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•
•
•

14705 LeGrande
Addison, Texas 75001
Phone & Fax: 972-490-8155
Fe-mail: macrae@flash.net

Martin M. MacRae, MAI

May 4, 2000

Purchasing Manager's Office
Town of Addison
5350 Belt Line Road
Addison, Texas 75240

Ref: Appraisal Proposal:
Addison Road Widening Project
Arapaho Road Phase II
Addison, Dallas County, Texas

Dear Gentlemen:

As per our conversation, this is a formal request for bid for appraisal services to be performed on the above mentioned properties. The Addison Road Widening, properties include 4 properties with separate sidewalk and utility easements; 21 properties with a combination sidewalk and utility easement; and 2 properties with only sidewalk easements. The second series of appraisals include Arapaho Road Phase II, this is 4 properties through which right-of-way must be acquired. Conversation with Jim Pierce, P.E. Assistant City Engineer indicated that a form type of appraisal may be acceptable. I have completed several of these types of appraisals. I will employ a modified State of Texas Department of Transportation type of form for each separate property. The form will include additional information which will allow it to adhere to "Uniform Standards of Professional Practice", which is a standard practice. The appraisals will be a form type but have full narrative included for some of the particular regional and neighborhood information included within the reports. The appraisals are to be completed in approximately four to six weeks after having been selected and all of the information has been delivered. This job will be my first priority and I will attempt to complete the assignments as soon as possible.

<u>Addison Road Widening</u> – 27 properties @ \$1,200 Each =	\$32,400
Arapaho Road Phase II – 4 properties @ \$2,800 Each =	\$11,200
Hourly Rate :	\$150 per Hour

In performance of the appraisal assignments, I will be utilizing a comparable sale book, which will be included with the appraisals. This will include all of the confirmed comparable sales within the area. The comparable book will be referred to within the individual appraisals. This will allow all of the comparable sales to be presented plus it will reduce the amount of text and pictures required within the reports. I have completed assignments which this approach was utilized and found to be of great benefit. If my bid is successful I will attempt to gather all of the available information as soon as possible. If you would like to have a pre-project meeting I will be available at your convenience. If you have any questions my direct line is 972-490-8155, I look forward to hearing from you in the near future.

.....

May 4, 2000

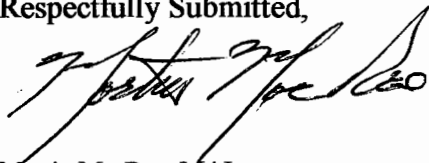
Page 2

Appraisal Background:

I have been actively engaged in the valuation of properties throughout Texas since 1982. My background in condemnation and eminent domain work started in 1983 by joining Stanfield & Associates, (Joseph Stanfield former president of the Appraisal Institute). Mr. Stanfield's office dealt with condemnation work almost exclusively. My most important projects included the right-of-way appraisals for the Hardy Toll Road project and valuation of parcels of the George Brown Convention Center in Houston. I moved to Dallas in 1985 and joined Shuler, Osenbaugh & Associates. This firm also practiced mainly in the field of eminent domain work. Our clients included all of the cities within the Metroplex, Dallas County, and the State of Texas and the old Texas Turnpike Authority. Most noted work included the valuation of parcels for the Central Expressway widening project. We represented Ray Nasher and all of the parcels in the North Park area. These included North Park Mall, North Park East, Campbell Center, and the Caruth Homestead site along with several other parcels along Central Expressway. Our firm was instrumental in the corridor valuation of the right-of-way for the D.A.R.T. lines throughout the city. Shuler & Osenbaugh was also instrumental in the valuation of right-of-way for the DFW Airport runway expansion projects.

If you have any question concerning my background or require references; fee free to contact me.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Martin MacRae', written in a cursive style.

Martin MacRae, MAI

MARTIN M. MACRAE, MAI

14705 LE GRANDE
ADDISON, TEXAS 75001
972/490-8155

QUALIFICATIONS

- Over 19 years experience in commercial real estate analysis including low and high rise office buildings, industrial properties, construction loan packages and vacant land appraisals.
- Performed expert analysis and appraisal compilation for several of the largest real estate transactions within the Dallas and Southwest areas.
- Exceptional verbal and written communication skills.
- Extensive experience in property development with emphasis in construction estimation.
- Accomplished in all variations of due diligence and the preparation of documentation for court presentations and governmental agencies.
- Qualified as an expert valuation witness for all types of real estate associated with legal disputes over valuation of properties.

EMPLOYMENT

Senior Commercial Appraiser Aaron & Wright – Contract Assignments	1999-2000 Houston, Texas
Senior Mortgage Analyst/Underwriter RER Resources	1999 Dallas, Texas
Mortgage Analyst/Underwriter Keystone Mortgage	1997-1999 Dallas, Texas
Senior Appraiser Butler Burgher	1996-1997 Dallas, Texas
Consultant BROOKHOLLOW CORPORATION	1995 - 1996 DALLAS, TEXAS
Senior Appraiser SHULER, OSENBAUGH & ASSOCIATES	1985 - 1995 DALLAS, TEXAS
Associate Appraiser STANFIELD & ASSOCIATES	1983 - 1985 HOUSTON, TEXAS
Staff Appraiser CATECHIS & ASSOCIATES	1982 - 1983 HOUSTON, TEXAS
Project Estimator BROWN & ROOT, INC.	1980 - 1982 HOUSTON, TEXAS

EDUCATION

University of Iowa BACHELOR OF GENERAL STUDIES	1978 IOWA CITY, IOWA
--	--------------------------------

MEMBER OF THE APPRAISAL INSTITUTE, MAI #10,796
STATE CERTIFIED - STATE OF TEXAS
GENERAL REAL ESTATE APPRAISER, CERTIFICATE #Tx-1320273-G
LICENSED REAL ESTATE BROKER, #331785-34

**APPRAISAL
BROKERAGE &
CONSULTING CO.**

**C.S. (CHUCK) MULLINAX, MAI
P. O. BOX 794774
DALLAS, TEXAS 75379**

April 26, 2000

CITY ADDISON, PUBLIC WORKS DEPARTMENT

16801 Westgrove
Addison, Texas 75001-9010

Via Fax & Mail

Attn: Mr. Jim Pierce, Jr., P.E., Assistant City Engineer

Re: Proposed Arapaho Road Condemnation Project from Marsh Lane east to TXU
Power easement. (Including 4 parcels)

Dear Mr. Pierce;

It was my pleasure to meet and visit with you. In conjunction with your appraisal needs, I am pleased to submit a proposal for preparation of appraisals for limited reports as we discussed on the four parcels along the proposed Arapaho Road extension referenced above. I propose to complete reports providing all necessary value estimates and damages for a fee of \$4,000 within a time frame of thirty (30) days from authorization. As I mentioned, I will be out of the City next week but will be back in the office on May 9, 2000. I look forward to the opportunity to serve you and Addison.

Respectfully,

C. S. Mullinax, MAI

CSM/ejm

EVALUATION ASSOCIATES
RIGHT OF WAY LAND RIGHTS ACQUISITION APPRAISAL SOLUTIONS

May 10, 2000

Mr. Jim Pierce, P.E.
Assistant City Engineer
Town of Addison
16801 Westgrove Drive
P.O. Box 9010
Addison, Texas 75001-9010

Re: CLARIFICATION - Professional Fees for Addison Road and Arapaho Road

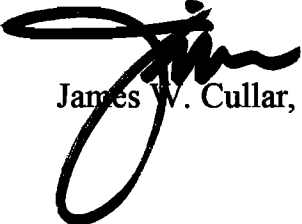
Dear Mr. Pierce,

Look for this new language at the bottom of page 2.

- The Addison Road Project can be done alone for \$9,900 and we will include aerial photos for both projects.
- The Arapaho Road Project can be done alone, including aerial photos for both projects, for \$10,900; or using the aerial photos that we took a couple of years ago, for \$8,900.
- The two projects can be combined for \$19,000, if contracted at the same time.

The study, analysis and reports can be completed, and will be delivered, within 45 days of the acceptance of this proposal and delivery of appropriate engineering plans, metes and bounds descriptions and plats for each proposed acquisition. If delivery is required in July, we need to begin by May 20, 2000. Deduct \$1,000 from the Addison Road Project and \$500 from Arapaho if aerial photography is not preferred. Additional aerial photography for other projects can be provided at a small additional fee per project.

We will also mail this to you this afternoon. Let me hear from you if it still needs to be revised. Looking forward to for you and the City of Addison.


James W. Cullar, Jr.

EVALUATION ASSOCIATES
RIGHT OF WAY LAND RIGHTS ACQUISITION APPRAISAL SOLUTIONS

May 10, 2000

Mr. Jim Pierce, P.E.
Assistant City Engineer
Town of Addison
16801 Westgrove Drive
P.O. Box 9010
Addison, Texas 75001-9010

- Re: (1) Proposal for appraisal services - Pedestrian Walkway Easements along the east side
 of Addison Road from Belt Line Road north to Keller Springs
- (2) Proposal for appraisal services - Arapaho Road from Marsh Lane to Surveyor

Dear Mr. Pierce:

Pursuant to the Request for Statements of Qualifications, this letter serves as the Evaluation Associates statement of interest, and response to the SOQ. We offer our qualifications, and assure the selection team of our understanding of the projects. Preparation of this proposal included our review of available engineering plans and after hours on premises exterior inspections, as well as drive by review of each property during business hours.

Addison Road Sidewalk and Utility Easement Project

For the 26 parcels related to the Addison Road Project, Evaluation Associates proposes to combine the market value based compensation of each proposed pedestrian walkway and utility easement in a single bound report. The report will separately discuss and document the value of each proposed easement as each relates to the whole property and improvements to each property. A summary / factual conclusion for each whole property will note location of the parent tract, legal description, land size, improvements (if any), estimated land value (based on comparable sales), and easement acquisition value. The report will also include discussions of any acquisition issues specific to that parent tract will be discussed. This report will be designed to comply with current Texas Property Code 21.0111 requiring disclosure of appraisal reports used for acquisition purposes by a public agency. To that end, both bound copies and loose page copies will be provided for maximum flexibility and your ease of separation and handling during discussions with property owners. The report will also contain a self-calculating spread sheet summarizing the contributory values of each type of easement. The report will also contain low level oblique photographs of each property and easement route, to the extent that the easements are not obliterated by tree foliage.

Arapaho Road from Marsh Lane to Surveyor Project

For the five (5) parcels related to the Arapaho Road Project, we propose to provide our standard site specific thoroughfare widening right of way land rights appraisal report, in triplicate, a sample copy of which accompanies this SOQ. Each report will separately discuss and document the value of each

Mr. Jim Pierce, P.E.
Assistant City Engineer
May 10, 2000
Page 2

proposed acquisition as each relates to the whole property and improvements to each property. Each report will be clear and concise, and will note the location of the parent tract, relate the proposed acquisition area to the improvements (if any), estimate land value (based on comparable sales), and discuss any related easements and acquisition value. The report will include discussions of any acquisition issues specific to that parent tract. Each report will comply with current Texas Property Code 21.0111 requiring disclosure of appraisal reports used for acquisition purposes by a public agency. To that end, bound copies will be provided for delivery to each property owner, if the Town of Addison desires to use any of the three reports in that manner. The reports will also contain low level oblique photographs of each property and proposed acquisition, to the extent that the easements are not obliterated by tree foliage.

Professional Personnel to be Assigned

Professional personnel to be assigned to this project will be James W. Cullar, Jr., SRPA. SR/WA and Richard N. Baker, MAI. Comparable projects of great similarity and reporting style have been recently prepared for the City of Farmers Branch for the Midway Road Widening Project, a copy of which accompanies, and the Rufe Snow Thoroughfare Expansion Project in Keller, Texas, a copy of which accompanies. One contained comparable sales data, and the other did not. One contained aerial photography, and the other did not. The Addison Road Project will contain the best of elements of these two comparable projects.

Ability, Competency and Qualification

The accompanying Company Overview Statement is intended to clarify our overall competency and responsiveness. Additional information can be verified by way of personal contact with any of our recent and current clients, for whom the past five years history is contained in this package.

Similar Projects in Scope and Size

Our specific involvement in highly similar projects to the Addison Road project and reporting style can be verified by contacting:

- Jerome V. Murawski, P.E. (972) 919-2588 for the Midway Road Project
24 parcels with a variety of acquisitions and easements; similar report format to Addison Road.
- Lyle Dresher, City Manager (817) 431-1517 for the Rufe Snow Road Project
8 parcels with a variety of acquisitions and easements; similar report format to Addison Road.

Also, please feel free to contact any other of our current and recent clients, of whom the past five years history is contained in this package.

Professional Fee and Rate for Additional Services

- The Addison Road Project can be done alone for \$9,900 and we will include aerial photos for both projects.
- The Arapaho Road Project can be done alone, including aerial photos for both projects, for \$10,900; or using the aerial photos that we took a couple of years ago, for \$8,900.
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Mr. Jim Pierce, P.E.
Assistant City Engineer
May 10, 2000
Page 3

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We will deliver triplicate appraisal reports for each of the five (5) proposed right of way acquisitions. The narrative report will discuss the value of the subject parent tract, current zoning regulations, existing improvements, derivation of whole property value conclusion, right of way acquisition and its impact on the existing use. The reports will be adequate to comply with current Texas law requiring disclosure of appraisal reports used for acquisition purposes by a public agency. Additional services may be requested at the discretion of the Client. Most professional valuation analysis and conference services fall into the \$100 to \$125 per range.

Descriptive Information to be Provided by City

It is assumed that the Town of Addison will provide:

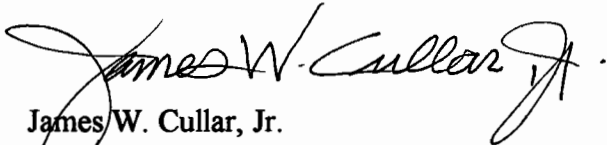
- Right of way strip maps, engineering design and construction plans showing plan and profile,
- That parcel numbers will be assigned for cross reference among maps, plans, legal descriptions and plats.
- Current copy of the Addison Zoning Ordinance, Land Use Plan and Thoroughfare Plan.

Contract Agreement

If this letter satisfactorily states and outlines the services desired by the City for this project, and is of adequate formality to use it as a contract, you may authorize our employment by signing one of the copies and returning a copy to us.

We are looking forward to the opportunity to serve the Town of Addison in this project. If we can provide any additional information, please call us.

Respectfully submitted,



James W. Cullar, Jr.
Evaluation Associates

Jim Pierce, P.E.
Town of Addison

EVALUATION ASSOCIATES
RIGHT OF WAY LAND RIGHTS ACQUISITION APPRAISAL SOLUTIONS

May 1, 2000

Mr. Jim Pierce, P.E.
Assistant City Engineer
Town of Addison
16801 Westgrove Drive
P.O. Box 9010
Addison, Texas 75001-9010

- Re: (1) Proposal for appraisal services - Pedestrian Walkway Easements along the east side
 of Addison Road from Belt Line Road north to Keller Springs
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Mr. Jim Pierce, P.E.
Assistant City Engineer
May 1, 2000
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Also, please feel free to contact any other of our current and recent clients, of whom the past five years history is contained in this package.

Professional Fee and Rate for Additional Services

The fee for the services for either project will be \$9,500, if contracted at the same time. The study, analysis and reports can be completed, and will be delivered, within 45 days of the acceptance of this proposal and delivery of appropriate engineering plans, metes and bounds descriptions and plats for each proposed acquisition. If delivery is required in July, we need to begin by May 20, 2000. Deduct \$1,500 from the Addison Road Project and \$500 from Arapaho if aerial photography is not preferred.

Mr. Jim Pierce, P.E.
Assistant City Engineer
May 1, 2000
Page 3

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We are looking forward to the opportunity to serve the Town of Addison in this project. If we can provide any additional information, please call us.

Respectfully submitted,

James W. Cullar, Jr.
Evaluation Associates

Jim Pierce, P.E.
Town of Addison



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

May 11, 2000

MEMORANDUM

To: Mike Murphy, P.E., Director of Public Works
From: Jim Pierce, P.E., Assistant City Engineer *JEP*
Subject: Selection of Appraiser for Addison, Arapaho Roads

As you know, we received virtually no response to our original RFQ for Appraisal Services we sent out on April 24. After re-contacting those we sent proposals to, we have received four responses. I have attached a sheet that summarizes the responses received.

Appraisal Brokerage Consulting submitted the lowest price for the Arapaho Road property appraisals, but their submittal was substandard. The next best price for Arapaho Road was Hipes & Associates. Hipes proposal was acceptable.

Evaluation Associates, by far, submitted the best proposal. They had the lowest price for the Addison Road property appraisals, and the highest price for the Arapaho Road appraisals, but their combined price was very attractive. Their price includes aerial photography (which no one else included) which I believe greatly improves the quality of the reports. They also offered a price without the aerial photography.

Would you like to get a selection committee together to work on this? We will have to justify our selection to Council. Please advise.

Cc: Chris Terry, Assistant City Manager

RESPONSE TO RFQ FOR PROPERTY APPRAISERS

Appraiser	Demonstrated Ability	Assigned Personnel	Resumes	List of Similar Projects	Project Contact	Proposed Fee	Projects	Hourly Rates	Time For Completion
Appraisal Brokerage Consulting	Brief Statement	Chuck Mullinax	Yes	No	General References Only	\$4,000	Arapaho Rd	No	30 Days
Martin M. MacRae, MAI	Paragraph Appears to have good experience	Martin MacRae	Yes	No	No	\$32,400 \$11,200	Addison Rd Arapaho Rd	\$150/hr	4-6 Weeks
Hipes & Associates	Yes	Mark Hipes	Yes	Yes	Yes	\$32,400 \$6,000	Addison Rd Arapaho Rd	\$125/hr	90 Days
Evaluation Associates	Yes	James Cullar & Richard Baker	Yes	Yes	Yes	\$9,900 \$10,900 \$19,000	Addison Rd Arapaho Rd Both Together	\$100 to \$125/hr	45 Days

**APPRAISAL
BROKERAGE &
CONSULTING CO.**

C.S. (CHUCK) MULLINAX, MAI
P. O. BOX 794774
DALLAS, TEXAS 75379

April 26, 2000

CITY ADDISON, PUBLIC WORKS DEPARTMENT
16801 Westgrove
Addison, Texas 75001-9010

Via Fax & Mail

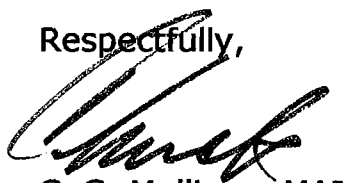
Attn: Mr. Jim Pierce, Jr., P.E., Assistant City Engineer

Re: Proposed Arapaho Road Condemnation Project from Marsh Lane east to
TXU Power easement. (Including 4 parcels)

Dear Mr. Pierce;

It was my pleasure to meet and visit with you. In conjunction with your appraisal needs, I am pleased to submit a proposal for preparation of appraisals for limited reports as we discussed on the four parcels along the proposed Arapaho Road extension referenced above. I propose to complete reports providing all necessary value estimates and damages for a fee of \$4,000 within a time frame of thirty (30) days from authorization. As I mentioned, I will be out of the City next week but will be back in the office on May 9, 2000. I look forward to the opportunity to serve you and Addison.

Respectfully,



C. S. Mullinax, MAI

CSM/ejm

**APPRAISAL
BROKERAGE &
CONSULTING CO.**

C.S. (CHUCK) MULLINAX, MAI
P. O. BOX 794774
DALLAS, TEXAS 75379

April 24, 2000

CITY ADDISON, PUBLIC WORKS DEPARTMENT
16801 Westgrove
Addison, Texas 75001-9010

Attn: Mr. Jim Pierce, P.E., Assistant City Engineer

Re: Appraiser Qualifications and references

Dear Mr. Pierce;

Enclosed is a copy of my qualifications in summary form. As far as references for condemnation, I would provide the following:

City of Dallas// Property Management Dept.// John Burkle, Sr. R.E. Officer (214) 948 4100;

City of University Park// Gene R. "Bud" Smallwood, P.E. Director of Public Works, (214) 987 5400

City of DeSoto// Mr. Pat Baugh, Managing Director of Development Services, (972) 230-9672

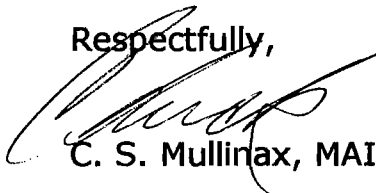
City of Duncanville// Dennis L. Schwartz, P.E., Director of Public Works (972) 780-5015

DART// James Battie, CPCM, or Michael Shaw, (214) 749-2918

The volume and type of work ebbs and flows with all municipal type clients. I have appraised more than 20 parcels for the City of Dallas within the past six months for various purposes. I have prepared all of the work for the City of University Park for several years. I have not prepared a report for the Cities of DeSoto or Duncanville in the past two years but over the years have prepared numerous reports for various purposes. We did large volumes of work for Dart in their early stages but their activity has slowed dramatically. I appraised the Floyd terminal site for them in the past two years.

I look forward to the opportunity to serve you and the City of Addison.

Respectfully,



C. S. Mullinax, MAI

CSM/ejm
Enclosure

**APPRAISAL
BROKERAGE &
CONSULTING CO.**

C.S. (CHUCK) MULLINAX, MAI
P. O. Box 794774
DALLAS, TEXAS 75379

QUALIFICATIONS

EDUCATION

*B.B.A. Degree, Midwestern University, 1964
Southern Methodist University, Post Graduate Courses;
Real Estate Fundamentals, Appraisal I and Commercial Construction
Appraisal Institute Courses I, II, VI and VII
Valuation of a Going Concern (1981), Standards of Professional Practice (1982)
Litigation (1982), Valuation of Historic Properties (1984), Subdivision Analysis (1985),
Blue Prints & Commercial Construction (1986), Real Estate Trends (1986), FHLBB
R41C (1987), Market Analysis (1987), Federal Income Tax & Real Estate (1988), Case
Studies (1988), SPP Update (1989), Reviewing Appraisals (1990), Standards -
(1990); The Appraiser's Legal Liabilities (1992); Condemnation (1992); ADA (1992),
Litigation (1992), Appraisers Liability (1992), Rates, Ratios, Reasonableness (1992),
Fair Lending (1994), ASB Departure/Limited Reports (1994), Effects of EMF's and
Power Lines on R.E. (1994), Affordable Housing (1996), Standards A & B (1997),
Standards C (1999), Residential Forms (1999), Texas State Certified -General Real
Estate Appraiser (thru 6/30/2001) Certificate No. 1321048-G*

EXPERIENCE

*Commercial Loan Officer and Appraiser for Southern Trust and Mortgage Company
Vice President/Real Estate Development, First Texas Financial Corporation
Real Estate Analyst and Commercial Appraiser, B. F. Saul REIT
Commercial Loan Officer and Appraiser, Southwestern Life Insurance Company
Review Appraiser and Loan Analyst, National Life Insurance Co., Montpelier, Vermont
Part-time Instructor: North Texas State (Appraisal of Real Estate)
Richland Junior College (Residential Appraising)*

PROFESSIONAL AFFILIATIONS

Appraisal Institute, North Texas Chapter of AIREA (Former Director)

EXPERIENCE

*Includes wide diversity from single-family appraisals to condominiums, high-rise
offices, hotels and foreign time-sharing condominiums. Recent emphasis on retail,
medical and office complexes, and industrial.*

CURRENT STATUS

*Owner of **APPRAISAL, BROKERAGE & CONSULTING CO., INC.** (Founded July
1976)*



TEXAS APPRAISER LICENSING AND CERTIFICATION BOARD

BE IT KNOWN THAT

CHARLES SNYDER MULLINAX

*HAVING PROVIDED SATISFACTORY EVIDENCE OF THE QUALIFICATIONS REQUIRED BY
THE TEXAS APPRAISER LICENSING AND CERTIFICATION ACT,
ARTICLE 6573a.2, VERNON'S TEXAS CIVIL STATUTES,
IS AUTHORIZED TO USE THE TITLE*

**STATE CERTIFIED
GENERAL REAL ESTATE APPRAISER**

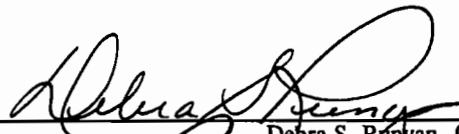
Number: TX-1321048-G

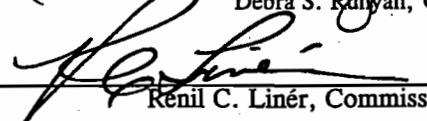
Date of Issue: June 2, 1999

Date of Expiration: June 30, 2001

In Witness Thereof




Debra S. Runyan, Chair


René C. Liner, Commissioner

Debra S. Runyan, Chair
Benjamin E. Barnett
L. W. (Wayne) Mayo

James M. Synatzske, Vice-Chair
David Gloier
Robert A. Seale, Jr.

Jacqueline G. Humphrey, Secretary
Eduardo A. Lopez
Angie V. White

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

7502 Greenville Ave., #220

Dallas, Texas 75231

Fax (214) 361-0204

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
RONALD V. CONWAY, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

March 19, 2002

Mr. Steven Z. Chutchian, P.E.
Assistant City Engineer
Town of Addison
P. O. Box 9010
Addison, Texas 75001-9010

Re: Addison Road

Dear Mr. Chutchian:

In accordance with your request, we propose to furnish engineering services to modify the Paving and Drainage Plans to Addison Road from Beltline Road to Keller Springs Road. The modifications will include the following:

1. Divide the Paving & Drainage Project into three phases. *just design Phase I*
 - a) Phase I: Beltline to Arapaho
 - b) Phase II: Arapaho to Morris
 - c) Phase III: Morris to Keller Springs
- OK* 2. Add to Phase I - Landscaping and Irrigation. The plan will follow Sasaki's Landscape Concept Plan. Local landscape architect will be utilized.
- no* 3. Divide the Traffic Signal and Traffic Signal Interconnect plans into three phases (Parson's Transportation Group). *Nothing on signals*
- no* 4. Include a public relations task to the Construction Administration phase of Phase I.
- no* 5. Prepare construction plans for the relocation of the existing ONCOR (TXU) pole-mounted 15 KV Class electrical services for Phase I and Phase II (Compos Engineering).
- OK* 6. Add a utility coordination phase to the Contract that would allow us to meet with the affected utilities on a regular basis, provide construction plans to them, receive utility company plans and update the Town's staff on schedules for such relocations.

change
Dividing the paving and drainage plans into these phases will include creating three sets of bidding plans. The plans will be modified by deleting unneeded sheets and placing phase lines on existing sheets. Coordination between phases will be made to provide for constructability. The ending of each

Mr. Steven Z. Chutchian, P.E.
Town of Addison
3/19/2002
Page 2 of 4

phase will require transition paving sections. The drainage area map and drainage calculations will not be divided. Drainage plans will be divided to include primary storm drainage lines and laterals related to each phase. Quantity take-off will be completed for the phase of the project. The driveway at Café de Brazil will be relocated.

DK
Landscape and Irrigation plans will be completed by Roth Designs. Lee Roth, ASLA will work with the Town's Slade Strickland to select trees and plantings to be placed in the landscape easements in Phase I. The landscape plans will utilize the base sheets created for the paving project. Again, Sasaki's Landscape concept will be followed.

Robin
The traffic plans will be reworked by Parson's Transportation Group to include three separate sets of plans for the signal interconnects. The traffic signal at Addison Circle Drive will be in Phase II. Quantity take-offs will be completed for the phased projects.

X
The public relations task will utilize Shapiro & Company. This task will include providing pre-construction, construction and post construction mailings for businesses affected by the construction. Such literature would be also available at the Town's facilities for the general public. Renderings by the Landscape Architect would be a part of this proactive public awareness program. This task would include preparing public friendly project overviews, construction schedule milestones, and construction phasing leaflets. In addition, this service could be extended to provide creative ideas to help businesses stay in business during the construction phase. Also included will be attendances at public meetings.

Design of an underground conduit system to meet the electric, telephone and cable company requirements and coordinate with the planned roadway improvements. The design will include the following:

- Phase II
1. Underground Conduit System
 2. Manholes
 3. Equipment pad for utility supplied electric, telephone and cable service cabinets.
 4. Transition raceway system to convert from overhead to underground at the Dart tracks and back to overhead at Morris Road.
 5. Bored or open cut conduit extensions to accommodate intersections, roadway crossings, and service to customers located on the west side of Addison Road.

X
Design underground electric, telephone and cable extensions to each existing customer along the project route. The work will include the following:

1. Conduit and wire to extend electric service from the ONCOR (TXU) service point to connect the customer's service entrance equipment. Final connections will be placed and scheduled to minimize outage time and customer inconvenience.
2. Empty raceway for the extension of telephone and cable by the appropriate utility service.

X

Design provisions for future extension of electric, telephone and cable to the planned arts and events district. The capacities for the future provisions will be based upon available information, industry standards for typical installations and upon the town's master plan. The design of the underground services within the Arts and Event district will be part of the design of that project and is not included in these basic services.

Phase II

The design does not include environmental engineering or testing that maybe required at the Airport fuel farm or other areas (unknown at this time) where the soil is potentially contaminated or designs to correct existing code or safety issues at utility customers service entrance or service entrance equipment. However, observed problems will be reported to the Town.

The ONCOR relocation plans are envisioned to be a separate set of plans and specifications. This work would precede the paving and drainage lettings. These plans would utilize the current construction plans as base sheets. The designs would be the ONCOR standards and will include coordination with ONCOR. In addition, the following will be included in the scope:

out

1. Drawings will be completed utilizing AutoCAD 2000 and formatted to fit 11-inch x 17-inch sheets.
2. Quantity take-off and formulation of an opinion of probable construction cost will be prepared.
3. Bidding documents will be prepared including the electrical proposal and bid schedule.

We propose to be compensated for plan modification, landscape & irrigation, public relations & meetings, utility coordination and reproduction based on the following fee schedule:

FEE SCHEDULE

— See Existing agreement

Classification/Task	Straight Time (Rate)
Engineer	116..... \$160.00 ?
Design Engineer	\$110.00 88. / 102
CAD Technician	\$90.00
Draftsman	\$75.00
Word Processor	\$75.00
Clerical	\$55.00
Survey Crew	\$120.00
Plotting Services	\$5.00 /plot
Mileage	0.50 ¢/mile
Delivery Service	\$50.00
Printing	Invoice x 1.10

15.7% increase

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Mr. Steven Z. Chutchian, P.E.
Town of Addison
3/19/2002
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Electrical relocation plans and specifications will be based on the lump sum of \$73,500.00.

A breakdown of the fees is as follows:

Modification to Paving & Drainage Plans (Hourly)	\$15,000
Modification to Traffic Plans (Hourly)	\$10,000
Development of Landscaping and Irrigation Plans (Hourly)	\$8,000
Public Relations and Public Meetings (Hourly)	\$12,000
Electrical Relocation Plans & Specifications (Lump Sum)	\$65,000
Electrical Relocation Bidding Phase (Lump Sum)	\$3,500
Electrical Relocation Construction Administration (Lump Sum)	\$5,000
Utility Coordination (40-hrs.) (Hourly)	\$6,400
Reproduction of Documents for Review (Hourly)	<u>\$3,000</u>
Total:	\$127,900

Sincerely,



John W. Birkhoff, P.E.

APPROVED FOR THE TOWN OF ADDISON

By: _____

Date: _____