

2003 Addison Airport Apron Hanger

ENGR  
INTERACT

**Oxford**

**ESSEITE**

NO. 753 1/3

10%



# Texas Department of Transportation

AVIATION DIVISION

125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • 512/416-4500 • FAX 512/416-4510

December 28, 2004

Mr. Jim Pierce  
ASST CITY ENGR. TOWN OF ADDISON  
5300 Belt Line Road  
Dallas, TX 75254

Dear Mr. Pierce:

Enclosed is your copy of the executed Supplemental Agreement No. 3 to the Professional Services Agreement between the Texas Department of Transportation, agent for the Town of Addison, and HNTB Corporation for Professional Services for TxDOT CSJ No. 0318ADDON.

If you have any questions concerning the documents, or if we can be of assistance to you, feel free to contact me.

Sincerely,

Edie Stimach  
Grant Manager

Enclosures

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**SUPPLEMENTAL AGREEMENT NO. 03  
TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

This supplemental agreement to the Professional Engineering Services Agreement is made by and between Town of Addison, hereinafter called the "Sponsor," acting by and through the Texas Department of Transportation, hereinafter called the "Agent" and HNTB Corporation, hereinafter called the "Engineer."

The Sponsor and the Engineer executed an agreement on January 9, 2004. Supplemental Agreement No. 1 was executed on February 24, 2004 and Supplemental Agreement No. 2 was executed On July 29, 2004 for engineering/design services at the Addison Airport.

Section 5 - Payments to the Engineer, limits the maximum amount payable under the agreement without modification of the agreement to \$101,373.00

It has become necessary to amend the agreement to increase the Materials Testing Services Costs necessary to complete quality acceptance testing at the Addison Airport.

The Sponsor and the Engineer agree in consideration of their mutual promises that said agreement is amended as follows:

A. Amend Section 5 - Payments to the Engineer as follows:

Delete Section 5.1.1.5

Delete Section 5.1.1.6 and reduce the contract amount by \$15,000.00 for Laboratory Services.

Add Section 5.1.1.5a The Agent shall pay Engineer a lump sum fee of \$19,858.00~~00~~ for the services of the Laboratory furnished under paragraph 1.4. at the rates provided in the Amended Attachment J, "Schedule of Materials Testing Costs" attached hereto and made a part of this Supplemental Agreement. Such payment shall include all costs to the Engineer and Laboratory including direct salary costs, indirect salary costs, fringe benefits, overhead, travel and subsistence, printing and reproduction costs, telephone and

postage, materials and equipment, any other payroll costs and profit. Should conditions indicate the need for test not itemized in Attachment J, such test may be conducted, provided that both the Agent and the Engineer agree as to their need and cost in advance.

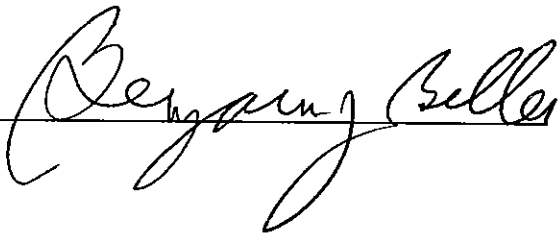
Add Section 5.1.1.6a The lump sum amount shall be allocated to the phases of the Project as set forth in Amended Attachment G, "Lump Sum Fee Distribution to Engineer" attached hereto and made a part of this agreement..

- B. Amend Attachment J, Schedule of Materials Testing Costs, with the new Acceptance Testing Schedule, attached hereto and made a part of this Agreement.
- C. Change Section 5.4.1. Payment to Engineer to: The maximum amount allowable for payment under the Professional Engineering Services Agreement is \$106,231.00.

All other terms and conditions of the agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Sponsor and the Engineer have executed triplicate counterparts of this Supplemental Agreement.

ENGINEER

By: 

Date 12/13/04

Name: Benjamin J. Biller, P.E.  
(Print or type)

Title: Vice President  
(Name of Firm)

HNTB Corporation  
5910 West Plano Parkway, Suite 200  
(Address)

Plano, Texas 75093  
(City, State, Zip)

THE STATE OF TEXAS

COUNTY OF Collip

Before me, the undersigned authority, on this day personally appeared Benjamin J. Biller, known to me to be the Engineer named in this contract, or the Engineer's authorized representative, and is the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has authority to execute and has executed the same for the purposes and consideration therein expressed.

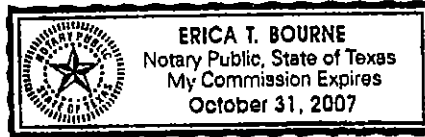
Given under my hand and seal of office this 13<sup>th</sup> day of December, A.D. 2004.

Notary Public, State of Texas

Erica T. Bourne

(Printed or typed name)

My Commission expires: October 31, 2007



ACCEPTANCE OF THE STATE

Executed by and approved for the Texas Transportation Commission, agent for the Sponsor, for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: [Signature]

Date: 12/18/04

**AMENDED ATTACHMENT G  
LUMP SUM FEE DISTRIBUTION TO THE ENGINEER  
TxDOT CSJ NO.: 0318ADDON**

Subject to the limitations of Section 5 and other provisions of this Agreement the lump sum fee for Construction Management Services as provided under Section 5 - Payments to the Engineer shall be distributed on the basis of the following fees of the total lump sum fee for the phases of the Project.

<b>Phase</b>		<b>Fee by Phase</b>
Construction Phase		\$14,280.00
Closeout Phase		\$ 3,448.00
RPR Fee	1333 hours @ \$47.00 p/h	\$62,651.00
Testing Fee (lump sum)		\$19,858.00
Additional apron design – Supplemental 2		\$ 5,994.00

**AMENDED ATTACHMENT J  
SCHEDULE OF MATERIALS TESTING COSTS  
TxDOT CSJ NO.: 0318ADDON**

See attached

Jerry D. Holder, Jr., P.E.  
Director of Capital Projects  
5910 W. Plano Parkway, Suite 200  
Plano, TX 75093

Ph. 972) 661-5626  
FX 972) 661-5614

Reference: Acceptance Testing

Dear Mr. Holder:

Mas-Tek Engineering & Associates, Inc. (MTE) has been reviewing history information in reference to the Addison Airport Project. If you can please view the attachment, titled inv. for TxDot revised 10-22, it shall detail quantities and price that was associated to this project.

In addition to that test was performed that wasn't included in the acceptance testing. Please note below:

2 Meetings @ \$75.00/hr	=	<del>\$900.00</del> \$150.00
169 Labor @ \$33.00/hr	=	\$5577.00
61.5 Overtime @ \$61.5/hr	=	\$3044.25
28 Gradation @ \$14.00/ea	=	\$392.00
4 Sieve Analysis @ \$125	=	\$500.00
3 Decant @ \$125.00/ea	=	\$375.00
2 Extraction Grad. @ \$145	=	\$290.00
1 Lime Series @ \$225/ea	=	\$225.00
2 Sample CTB @ \$155.00	=	\$155.00
	Total =	<del>\$11,458.25</del> \$10,708.25
	Accept. Total =	\$9,150.00
	Grand Total =	<del>\$20,608.25</del> \$19,858.25

MTE appreciate the opportunity to provide professional services with HNTB. Shall you desire any additional information please do not hesitate to call @ (972) 709-7384.

Sincerely,

*Mas-Tek Engineering & Associates, Inc.*

Stephen Mason  
President



TOWN OF ADDISON, TEXAS

\$ 9,150.00

ADDISON AIRPORT PAVEMENT RECONSTRUCTION

ACCEPTANCE TESTING AND SAMPLING REQUIREMENTS

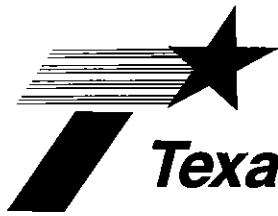
Cost of Test	Amt Test	Total Cost	Item Number	Item	Test Required	Test Specification	Test Frequency
(PER TRIP)	# TRIP						
\$ 15.00	90	\$ 1,350.00	M-101	Mobilization	None		
			M-102	Maintenance of Traffic	None		
			P-150	Demolition	None		
			P-152	Excavation and Embankment			
\$ 120.00	6	\$ 720.00		P-152-2.2 Excavation	Compaction	ASTM D698	One per 3000 SY or fraction thereof
					Field Density	ASTM D1556	One per 3000 SY or fraction thereof
					Soil Classification	ASTM D2487	One per Source
				P-152-2.6 Embankment	Compaction	ASTM D698	One per 500 CY
					Field Density	ASTM D1556 or	One per 500 CY
						ASTM D2167 or	One per 500 CY
						ASTM D2922	One per 500 CY
					Moisture Content	ASTM D3017 or	One per 500 CY
						ASTM D2216	
				P-152-2.9	Smoothness	16' Straightedge	One per every 200 longitudinal feet
			P-155	Lime Treated Subgrade			
				P-155-3.2 Tolerances	Percent of Lime and Water		One per 1000 SY or minimum of 4 per day's production.
				P-155-6.3b Final Mixing	Clods	P-155-6.3b Table	One per 200 Tons
				P-155-6.4 Compaction	Laboratory Density	ASTM D698	One per Source

Cost of Test	Amt Test	Total Cost	Item Number	Item	Test Required	Test Specification	Test Frequency
					Optimum Moisture	ASTM D698	One per Source
\$ 14.00	89	\$ 1,246.00			Field Density	ASTM D2922	One per 1000 SY or minimum of 4 per day's production
					Moisture Content	ASTM D3017	One per 1000 SY or minimum of 4 per day's production
				P-155-6.5 Surface Tolerance	Smoothness	16' Straight Edge	One per 200 longitudinal feet and minimum five per day's production
\$ 20.00	102	\$ 2,040.00		P-155-6.6 Thickness		Core or Depth Check	One per 300 SY
			P-156	Pollution, Soil Erosion and Siltation Control	None		
			P-304	Cement Treated Base			
				P-304-3.1 Cement	Laboratory Molds	ASTM D560	Two per Design Mix
\$ 14.00	6	\$ 84.00			Compressive Strength	ASTM 1633	Two per Design Mix
				P-304-4.6 Compaction	Laboratory Molds	ASTM D558	Two per Design Mix
					Field Density	ASTM D1556 or	One per 500 SY and minimum of 4 per days producton
						ASTM D2167 or	One per 500 SY and minimum of 4 per days producton
						ASTM D2922	One per 500 SY and minimum of 4 per days producton
					Field Moisture Content	ASTM D3017	One per 500 SY and minimum of 4 per days producton
\$ 20.00	32	\$ 640.00		P-304-4.7 Thickness		Core or Depth Check	One per 300 SY.

Coat of Test	Amt Test	Total Cost	Item Number	Item	Test Required	Test Specification	Test Frequency		
				P-304-4.9 Surface Tolerance	Smoothness	16' Straightedge	One per 200 longitudinal feet and minimum five per day's production		
			P-401	<b>Bituminous Pavements</b>					
				Asphaltic Material		TxDOT 340.2(1)(d)			
				Tack Coat	Conformance	TX DOT Spec. 300	One per Source		
				Design Mix Submittal	Conformance		One per Design Mix		
				TxDOT 340.3(2)	Laboratory Density	Test Method TEX-207-F and 227-F	One per Design Mix		
				TxDOT 340.6(6)(a)	Percent Air Voids	Method TEX-227-For TEX-207-F	Two per 500 Tons and Minimum 3 per days production		
				TxDOT 340.6(6)(a)	Rolling Pattern	TEX-207-F	One per Design Mix		
			P-501	<b>Portland Cement Concrete Pavement</b>					
				P501-4.11 Final Strike-Off					
				P501-4.11.f Straight Edge Test	Smoothness	16' Straight Edge	One every 8' Longitudinally		
				P501-5.1 Material Acceptance					
\$	14.00	\$	39	\$	546.00	P501-5.1.a Flexural Strength	Sampling	ASTM D3665 ASTM C172	Two per subplot of 200 CY
							Testing	ASTM C31 and ASTM C78	Two per subplot of 200 CY
				P501-5.1.b Pavement Thickness					
\$	20.00	\$	80	\$	1,600.00	Cores	Thickness	ASTM D 3665 and ASTM C174	One per subplot of 200 CY
				P501-5.2.e Acceptness Criteria					
				P-501-5.2.e(3)	Smoothness	16' Straight Edge	One every 25' Longitudinally		
				P-501-5.2.e(4)	Grade Deviation from Plan	Horizontal and Vertical Control Elevations	One every 50' Longitudinally		

Cost of Test	Amt Test	Total Cost	Item Number	Item	Test Required	Test Specification	Test Frequency
				P-501-5.2.e(5)	Edge Slump		One every 50' Longitudinally
				P-501-5.2.e(6)	Dowel Bar Alignment		One every 50' Longitudinally
				P501-6.2.c Mix	Slump	ASTM C143, ASTM C172	One per Sublot of 200 CY
\$ 14.00	33	\$ 462.00			Air Content	ASTM C231, ASTM C172, ASTM C172	One per Sublot of 200 CY
\$ 14.00	33	\$ 462.00			Unit Weight	ASTM C138	One per Sublot of 200 CY
			P-701	Pipe for Storm Drains and Culverts			
				P701-2.3 Concrete for Cradles	Strength	ASTM C94	One per Source

\$9,150 TOTAL



# **Texas Department of Transportation**

AVIATION DIVISION

125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • 512/ 416-4500 • FAX 512/416-4510

August 3, 2004

Mr. Jim Pierce  
ASST CITY ENGR. TOWN OF ADDISON  
5300 Belt Line Road  
Dallas, TX 75254

Dear Mr. Pierce:

Enclosed is your copy of executed Supplemental 2 to the Professional Services Agreement between the Texas Department of Transportation, agent for the Town of Addison, and HNTB Corporation.

If you have any questions concerning the documents, or if we can be of assistance to you, feel free to contact me.

Sincerely,

Edie Stimach  
Grant Manager

Enclosures

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**SUPPLEMENTAL AGREEMENT NO. 02  
TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

This supplemental agreement to the Professional Engineering Services Agreement is made by and between Town of Addison, hereinafter called the "Sponsor," acting by and through the Texas Department of Transportation, hereinafter called the "Agent" and HNTB Corporation, hereinafter called the "Engineer."

The Sponsor and the Engineer executed an agreement on January 9, 2004, and on February 24, 2004 executed Supplemental Agreement No. 1 for engineering/design services at the Addison Airport.

Section 5 - Payments to the Engineer, limits the maximum amount payable under the agreement without modification of the agreement to \$95,379.00

It has become necessary to amend the agreement to add design work to re-align the Apron at the Addison Airport.

The Sponsor and the Engineer agree in consideration of their mutual promises that said agreement is amended as follows:

- A. Add Additional Services as authorized in Section 4-Additional Services as follows:  
Add design to adjust the layout of the proposed apron to support the adjacent new hangar.
- B. Amend Section 5 - Payments to the Engineer as follows:
  - 5.1.1.1 Increase the lump sum fee for all Basic Services by \$5,994.00 for a total fee of \$101,373.00.
- C. Amend Attachment G, Lump Sum Fee Distribution, to include the additional design services fee.
- D. Change Section 5.4.1. Payment to Engineer to: The maximum amount allowable for payment under the Professional Engineering Services Agreement is \$101,373.00.

All other terms and conditions of the agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Sponsor and the Engineer have executed triplicate counterparts of this Supplemental Agreement.

ENGINEER

By: Benjamin J. Biller

Date 7/12/04

Name: Benjamin J. Biller, P.E.  
(Print or type)

Title: Vice President - HNTB Corp.  
(Name of Firm)

5910 West Plano Parkway, Suite 200  
(Address)

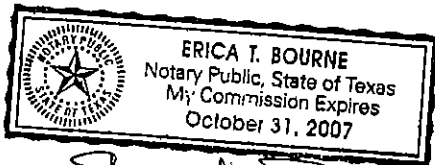
Plano, Texas 75093  
(City, State, Zip)

THE STATE OF TEXAS

COUNTY OF Collin

Before me, the undersigned authority, on this day personally appeared Benjamin J. Biller, known to me to be the Engineer named in this contract, or the Engineer's authorized representative, and is the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has authority to execute and has executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12<sup>th</sup> day of July, A.D. 2004.



Erica T. Bourne

Notary Public, State of Texas

Erica T. Bourne  
(Printed or typed name)

My Commission expires

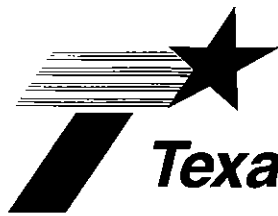
10/31/2007

ACCEPTANCE OF THE STATE

Executed by and approved for the Texas Transportation Commission, agent for the Sponsor, for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:  Date: 7/28/04





# Texas Department of Transportation

AVIATION DIVISION

125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • 512/416-4500 • FAX 512/416-4510

March 9, 2004

*Terminal  
Apron Project*

Mr. Jim Pierce  
Asst. City Engineer  
Town of Addison  
5300 Belt Line Road  
Dallas, TX 75254

RE: Addison Airport: TxDOT # 0318ADDON

Dear Mr. Pierce:

Enclosed for your records is a copy of executed Supplemental Agreement No. 1 to the construction document for TxDOT Project Number 0318ADDON, between the Texas Department of Transportation, agent for the Town of Addison, and Site Concrete, Inc.

If you have any questions, please feel free to call me at 1-800-687-4568 extension 4518.

Sincerely,

*Eddie Stimach*

Eddie Stimach  
Grant Manager

SUPPLEMENTAL AGREEMENT NO. 1  
TO AGREEMENT BETWEEN  
TOWN OF ADDISON AND SITE CONCRETE, INC.  
TxDOT CSJ NO. 0318ADDON      CONTRACT NO. 03X2AV097

On January 7, 2004 a contract was entered into by and between the Town of Addison, acting by and through its agent, the Texas Department of Transportation, and Site Concrete, Inc., Contractor, for airport improvements as is more fully described in the Contract Documents.

The contractor agreed to perform all the work described in the Contract Documents for a sum not to exceed **\$1,731,000.00**

In compliance of General Provisions, Section 40-02, Alteration of Quantities and Section 40-04 Extra Work, it is deemed necessary to amend the contract documents to: provide better access to hangars for aircraft owners: to adjust contract quantities: and to delete Additive Alternate #3 at the Sponsor's request at the Addison Airport.

It is hereby agreed between the parties hereto that the contract be revised as listed in Attachment 1 and illustrated in Attachment 2, revised plan drawings, attached hereto and made a part of this contract.

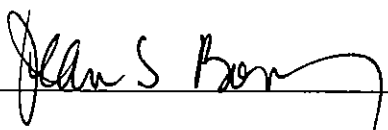
The Contractor agrees to perform all the work described in the Contract Documents for a sum not to exceed **\$1,560,513.40**. This price shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the work as described in the plans and specifications.

It is further agreed, that no other provisions of the contract, plans, specifications or special provisions shall be changed by this agreement.

In, witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials this agreement, in triplicate, each of which shall be deemed an original first written above.

CONTRACTOR

Date: 2/24/04

By: 

3340 ROY ORR BLVD  
(Address)

Name: JEAN S BONEY  
(Please Print)

GRAND PRAIRIE, TX 75050  
(City, State, Zip Code)

Title: PRESIDENT

972-313-0733

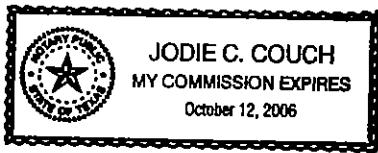
(Name of Firm)  
**THE STATE OF TEXAS**

(Phone Number)

**COUNTY OF**

Before me, the undersigned authority, on this day personally appeared JEAN S BONEY known to me to be the Contractor named in this contract, and is the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has authority to execute and has executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24<sup>TH</sup> day of FEBRUARY, 2004.



Jodie C Couch  
Notary Public, State of Texas

JODIE C COUCH  
(Printed or typed name)

10-12-06  
My Commission expires

**Acceptance by the State**

Executed by and approved for the Texas Transportation Commission, agent for the Sponsor, for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: [Signature]

Date: 3/6/04

**ATTACHMENT 1  
TO  
SUPPLEMENTAL 1  
0318ADDON**

**ATTACHEMENT 1, Supplemental 1**  
**Addison Airport: CSJ # 0318ADDON**

<b>Base Bid U.S. Customs Pavement Reconstruction</b>						
<u>Item</u>	<u>Spec</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>UNIT PRICE</u>	
				<u>Written Unit Price</u>		
17	SP-21	-18	EA	Tie Downs-Neenah R-3490-A,	\$350.00	-\$6,300.00
		204	LF	Neoprene Gasket	\$7.35	\$1,499.40
<b>Sub Total Base Bid</b>						<b>-\$4,800.60</b>

<b>Additive Alternate No.1 – Hangars ‘A’</b>						
<u>Item</u>	<u>Spec</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>UNIT PRICE</u>	
				<u>Written Unit Price</u>		
8	P-501-5	93	SY	8 inch PCC Pavement, Non Reinforced	\$30.00	\$2,790.00
9	P-501-6	29	SY	8 inch PCC Pavement, Reinforced	\$31.00	\$899.00
14	P-401-2	8	TON	Bituminous Surface Course Temporary Pavement	\$100.00	\$800.00
15	D-701-2	28	LF	12” Class IV RCP	\$50.00	\$1,400.00
<b>Sub Total Additive Alternate No. 1</b>						<b>\$5,889.00</b>

<b>Additive Alternate No. 2 – Hangars ‘B’</b>						
<u>Item</u>	<u>Spec</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>UNIT PRICE</u>	
				<u>Written Unit Price</u>		
8	P-401-2	9	TON	Bituminous Surface Course Temporary Pavement	\$100.00	\$900.00
12	T-904-1	105	SY	Sodding	\$5.00	\$525.00
<b>Sub Total Additive Alternate No. 2</b>						<b>\$1,425.00</b>

<b>Additive Alternate No. 3 – Hangars ‘C’</b>						
<u>Item</u>	<u>Spec</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>UNIT PRICE</u>	
				<u>Written Unit Price</u>		
1	M-101-1	-1	LS	Mobilization	\$25,000.00	-\$25,000.00
2	M-102-1	-1	LS	Maintenance of Traffic	\$4,802.00	-\$4,802.00
3	P-150-1	-3,120	SY	Remove Bituminous Pavements	\$5.00	-\$15,600.00
4	P-150-3	-1	EA	Remove Drainage Structure	\$1,000.00	-\$1,000.00
5	P-150-4	-141	LF	Remove Pipe	\$15.00	-\$2,115.00
6	P-152-1	-1,250	CY	Unclassified Excavation	\$7.00	-\$8,750.00
7	P-157-1	-420	LF	Silt Fence	\$2.00	-\$840.00
8	P-501-5	-1,750	SY	8 inch PCC Pavement, Non Reinforced	\$30.00	-\$52,500.00
9	P-501-6	-93	SY	8 inch PCC Pavement, Reinforced	\$31.00	-\$2,883.00
10	P-501-7	-790	SY	8 - 10 inch PCC Pavement, Non-Reinforced	\$37.00	-\$29,230.00
11	P-501-8	-325	SY	8-10 inch PCC Pavement, Reinforced	\$39.00	-\$12,675.00
12	D-701-1	-141	LF	18” Class IV RCP	\$55.00	-\$7,755.00
13	D-751-1	-1	EA	Inlet, Type A	\$3,500.00	-\$3,500.00
14	F-162-1	-1	EA	Temporary Gate	\$3,500.00	-\$3,500.00
15	T-904-1	-570	SY	Sodding	\$5.00	-\$2,850.00
<b>Sub Total Additive Alternate No. 3</b>						<b>-\$173,000.00</b>

Sub Total Base Bid	\$ (4,800.60)
Sub Total Additive Alternate No. 1	\$ 5,889.00
Sub Total Additive Alternate No. 2	\$ 1,425.00
Sub Total Additive Alternate No. 3	-\$173,000.00
<b>Total Supplemental 1 Addison Airport Project</b>	<b>\$ (170,486.60)</b>



Hydro Conduit Division  
 4624 Martin Luther King Fwy, Suite 100  
 Fort Worth, TX 76116  
 817.536.1214  
 Fax 817.536.7003

Delta Pipe Products

TO: BEAR CREEK DECEMBER 2003

**COMPOUND SPECIFICATION DATA FOR PIPE GASKETS**

**SPECIMEN REPORT**

"Meets and/or exceeds minimum physical requirements for Standard Gaskets as stated in ASTM C361-94a, paragraph 6.9."

COMPOUND NO:	240C4645
COMPOUND LOT NO:	30644
PIPE DIAMETER:	12"
CORD C/S:	3/4

TEST DESCRIPTION:	ASTM	AWWA	USBR	ASTM	TEST RESULTS
	C-443	C-300		C-361	
	C-505	C-301			
		C-302			
TENSILE STRENGTH, PSI Min. - D-412	1200	2300	2300	2300	2677
ELONGATION % MIN. D-412	350	350	425	425	664%
DUROMETER HARDNESS Type A-2, D-2240	40 - 60 Plus/Minus 5		35 - 65	40 - 60 Plus/Minus 5	45
COMPRESSION SET, Compressed to 75% 22 hrs. @ 155 degrees F. (Calculation on Original Deflection, % Max)	25	20	20	20	13.7%
AGED IN AIR 96 HRS @ 168 DEGREES F. Change in Tensile, % Max.	-15	-20	-20	-15	1.19%
Change in Elongation, % Max.	-20		-20	-20	-8.45%
DUROMETER INCREASE, % MAX.			6		
SPECIFIC GRAVITY		.95 - 1.45			1.23
SPLICE - NO VISIBLE SEPARATION STRETCHED 100%					PASSED
OZONE RESISTANCE, METHOD D-1148				No Cracks	PASSED

This certifies that the above tests were run in accordance with the requirements of each applicable specification.

TOTAL P.08



## Why Buy Delta Seal O - Ring Gaskets?

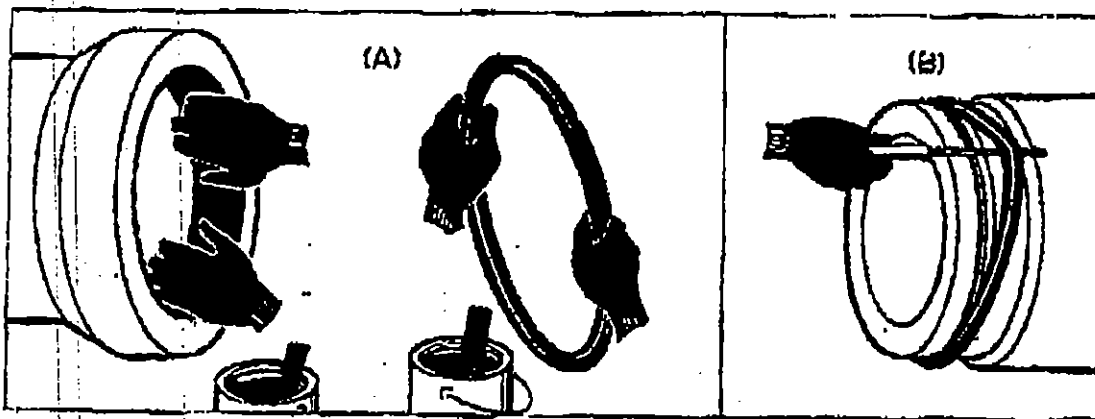
**IF YOUR PRIMARY CONCERN IS JOB PERFORMANCE,** Delta's precision o-rings designed and compounded to provide long-term sealing integrity and ease of installation using normal, established procedures.

This combination, developed by many years of experience under all field conditions insure satisfaction for both the purchasing authority and the contractor.

**WHEN YOU'RE SATISFIED, WE'RE SATISFIED.**

### COUPLING SUGGESTIONS

1. REMOVE ALL DIRT and foreign substances from the o-ring groove.
2. **THOROUGHLY LUBRICATE** (a) the o-ring and the sliding surface of the bell, including its leading (beveled) edge, also the spigot groove.
3. Stretch o-ring into spigot groove and **EQUALIZE STRETCH** (B) by running a blunt tool around the entire spigot circumference, keeping it between the o-ring and spigot.
4. **CENTER** the joint sections being coupled with each other.
5. Couple the joint. **DO NOT USE EXCESSIVE FORCE.** If it won't go together, disassemble, re-lubricate and try again.
6. **AVOID IMPACT** on joints during backfilling. (Rocks etc.)

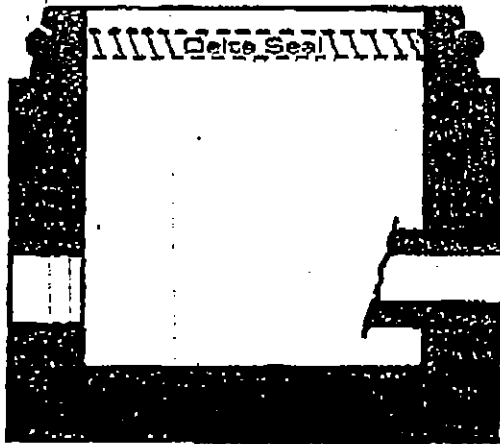


Delta Seal

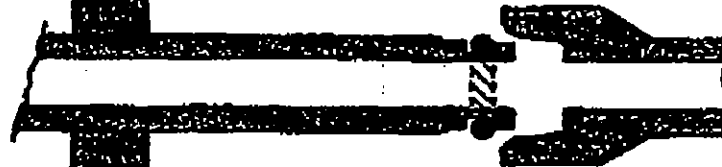


★ ★ ★ FEATURES ★ ★ ★

- \* MEET NATIONAL SPECS. (ASTM, AWWA, AASHTO)
- \* EXPERIENCED DESIGN & FIELD ASSISTANCE
- \* SPLICES TESTED 100%, NOT SPOT-CHECKED
- \* PROVEN ON-SITE PERFORMANCE
- \* GASKET VOLUMES CLOSELY CONTROLLED
- \* SPECIAL COMPOUNDS AND SHAPES
- \* PERSONALIZED GASKET MARKING

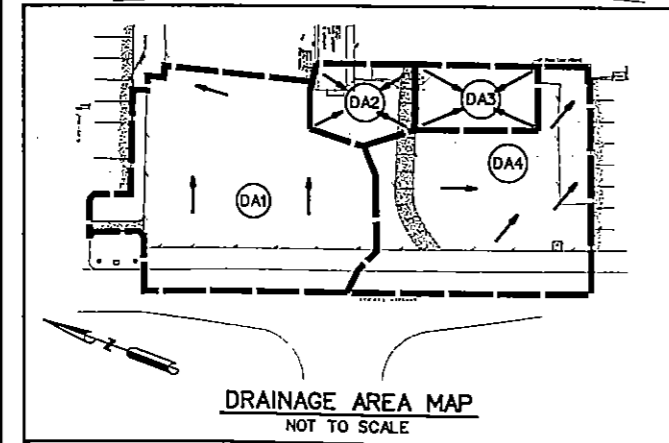
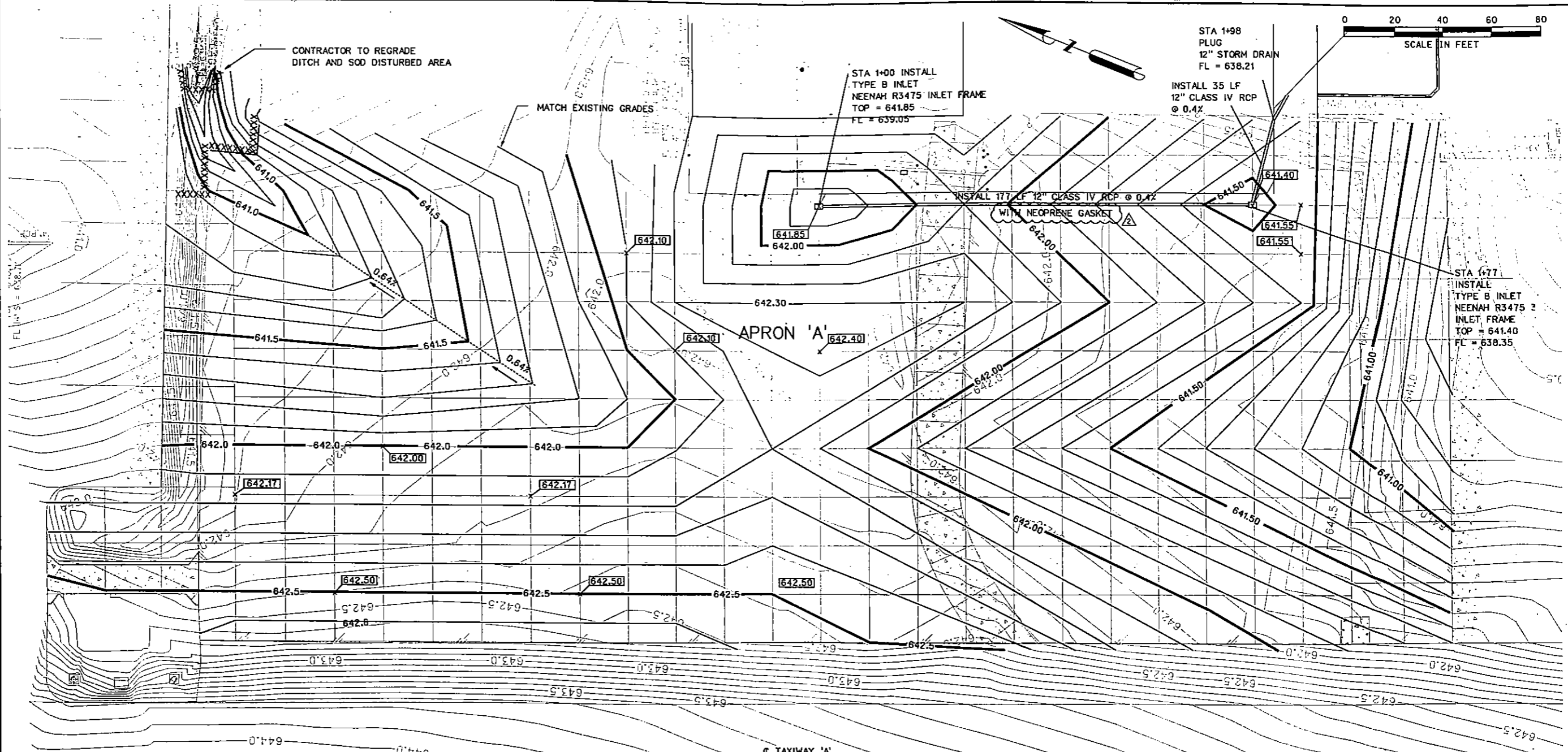


THE DELTA GROUP:  
 LARGE ENOUGH TO HANDLE ALL YOUR  
 RUBBER NEEDS, SMALL ENOUGH TO  
 MAINTAIN CLOSE CONTROL OF ALL  
 PRODUCTS.





**ATTACHMENT 2  
TO  
SUPPLEMENTAL 1  
0318ADDON**



APRON DRAINAGE TABLE

DRAINAGE AREA	AREA (ACRES)	C	T <sub>c</sub> <sup>*</sup> (min)	I-100 (in/hr)	Q (cfs)
DA1	1.518	0.90	10	8.74	11.94
DA3	1.189	0.90	10	8.74	9.35
DA4	0.234	0.90	10	8.74	1.84
DA5	0.242	0.90	10	8.74	1.90

\*BASED ON TOWN OF ADDISON DRAINAGE GUIDELINES

- LEGEND
- 642.50 FINISHED GRADE ELEVATION
  - 841.5 PROPOSED 0.5' CONTOUR
  - PROPOSED 0.1' CONTOUR
  - 841.5 EXISTING 0.5' CONTOUR
  - EXISTING 0.1' CONTOUR
  - DRAINAGE AREA DIVIDE
  - XXXXXXXX SILT FENCE

J.S. HICEMAN  
2/12/04

2	2/12/04	ADD NEOPRENE GASKET	JSH
1	9/25/03	REISSUE SHEET	JSH
NO.	DATE	REVISION	APPROV.

**HNTB** ARCHITECTS ENGINEERS PLANNERS  
The HNTB Companies

**TOWN OF ADDISON**

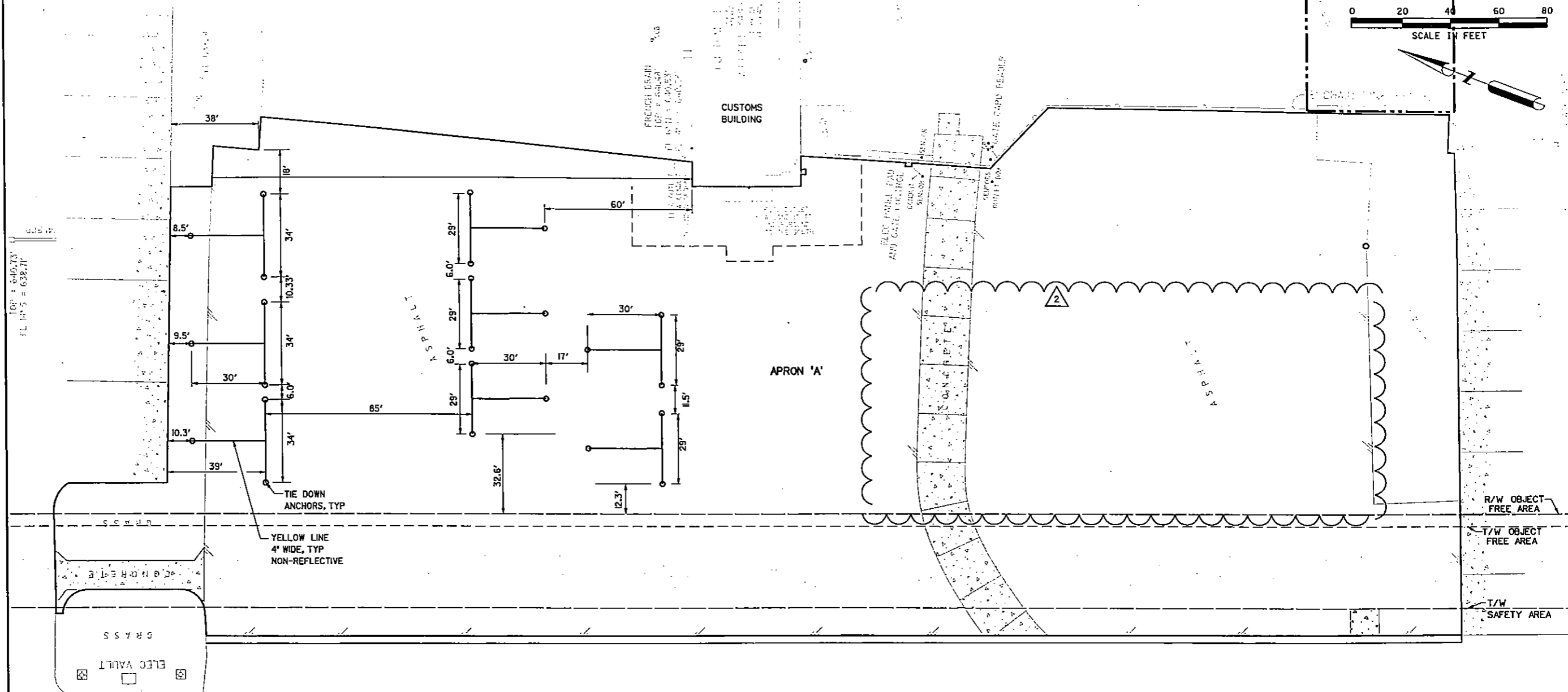
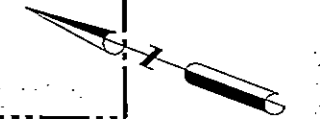
ADDISON AIRPORT PAVEMENT RECONSTRUCTION  
OF APRON 'A' AND HANGARS 'A', 'B' AND 'C'

APRON 'A' GRADING,  
DRAINAGE AND SW3P PLAN

**TOWN OF ADDISON, TEXAS**

Design	JSH	Drawn	GFS	DATE	PROJECT NO.	SHEET
Check	JSH	Check	JSH	MAY 2003	37365	11

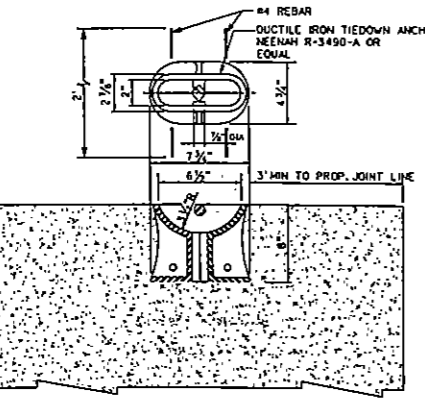
12-FEB-2004 13:07  
G:\37365\Cad\Sheets\aprr01-add.dgn



10' ± 646.73'  
FL 10' ± 632.71'

11-FEB-2004 10:48  
G:\37365\Cad\Sheets\act01.dgn

**NOTES**  
 1. TIE DOWN IS PLACED ON SUBGRADE AND FILLED WITH SAND TO EXCLUDE CONCRETE DURING THE POURING AND FINISHING OPERATION. SAND SHALL BE WASHED OUT WHEN COMPLETED. A WOOD OR METAL STAKE IS PLACED IN THE SQUARE SOCKET TO PREVENT DISPLACEMENT DURING THE POUR. AN ALTERNATIVE METHOD OF SETTING THE TIE DOWN ANCHOR IS TO PUSH THE ANCHOR IN POSITION IN THE WET CONCRETE. BOTH METHODS ARE APPROVED.  
 2. TIE DOWN-ANCHORS SHALL BE NO CLOSER THEN 3- FEET TO A PROPOSED JOINT LINE.



STATE OF TEXAS  
 J.S. HENDERSON  
 87843  
 2/2/04

NO.	DATE	REVISION	APPROV.
2	04/03/04	REMOVE TIE DOWNS	JSN
1	9/23/03	REMOVE TIE DOWNS	JSN

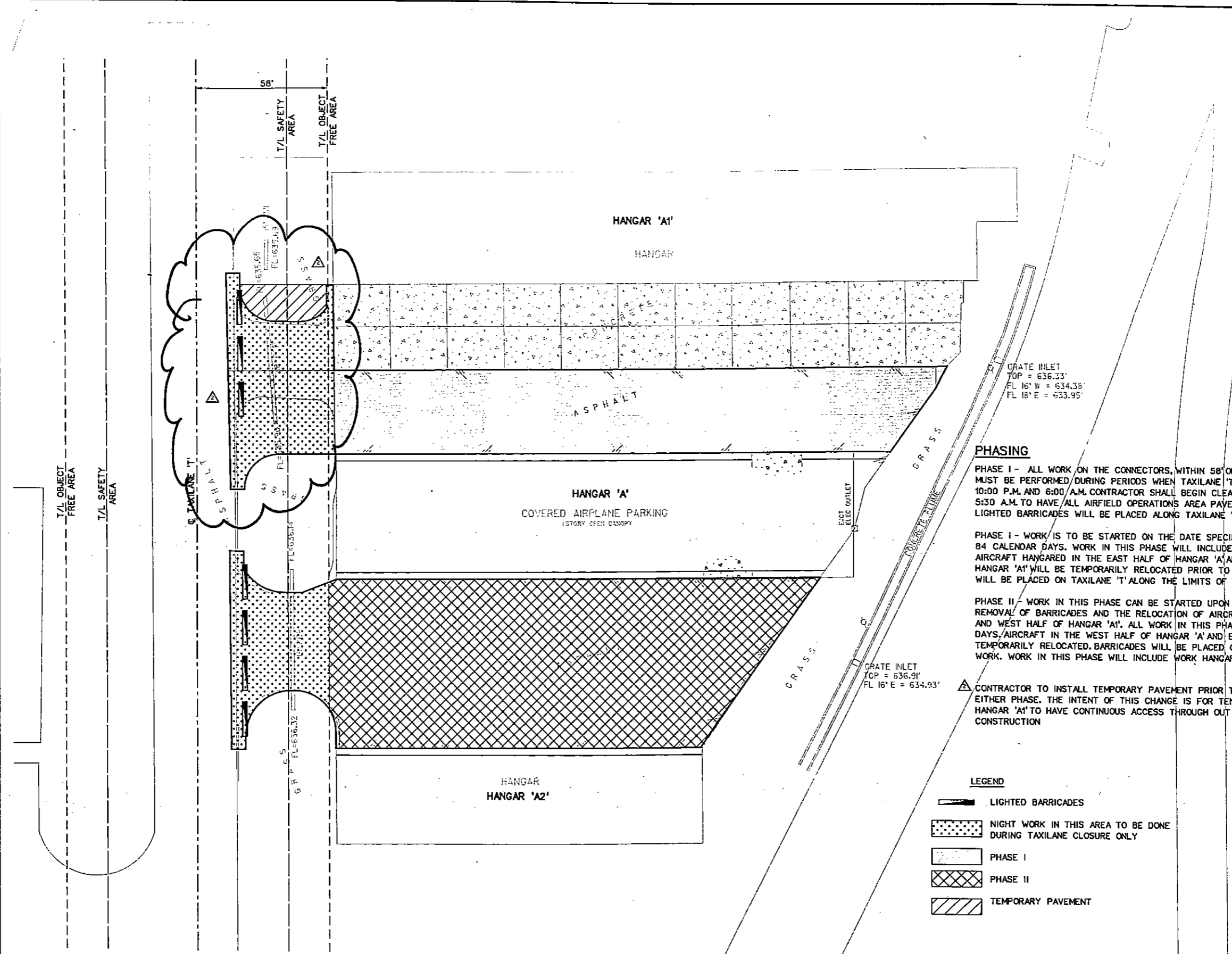
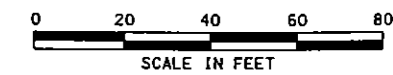
**HNTB** ARCHITECTS ENGINEERS PLANNERS  
 74 EYTB Computer

**TOWN OF ADDISON**  
 ADDISON AIRPORT PAVEMENT RECONSTRUCTION  
 OF APRON 'A' AND HANGARS 'A', 'B' AND 'C'

**APRON 'A' TIE DOWN LAYOUT PLAN**

**TOWN OF ADDISON, TEXAS**

Design	JSN	Drawn	GFS	DATE	PROJECT NO.	SHEET
Check	JOH	Check	JSN	MAY 2003	37365	12



**PHASING**

PHASE I - ALL WORK ON THE CONNECTORS, WITHIN 58' OF TAXILANE 'T' CENTERLINE, MUST BE PERFORMED DURING PERIODS WHEN TAXILANE 'T' IS CLOSED, BETWEEN 10:00 P.M. AND 6:00 A.M. CONTRACTOR SHALL BEGIN CLEANUP OPERATIONS NO LATER THAN 5:30 A.M. TO HAVE ALL AIRFIELD OPERATIONS AREA PAVEMENT OPEN NO LATER THAN 6:00 A.M. LIGHTED BARRICADES WILL BE PLACED ALONG TAXILANE 'T' ADJACENT TO THE WORK AREAS.

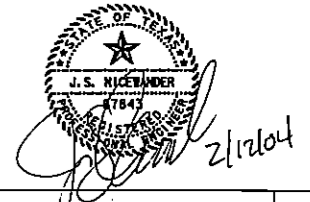
PHASE I - WORK IS TO BE STARTED ON THE DATE SPECIFIED IN THE NTP AND COMPLETED WITHIN 84 CALENDAR DAYS. WORK IN THIS PHASE WILL INCLUDE WORK ON THE RAMP AND HANGARS 'B' AND 'C'. AIRCRAFT HANGARED IN THE EAST HALF OF HANGAR 'A' AND THE WEST HALF OF HANGAR 'A1' WILL BE TEMPORARILY RELOCATED PRIOR TO THE START OF CONSTRUCTION. BARRICADES WILL BE PLACED ON TAXILANE 'T' ALONG THE LIMITS OF THE WORK.

PHASE II - WORK IN THIS PHASE CAN BE STARTED UPON COMPLETION AND APPROVAL OF WORK IN PHASE I. REMOVAL OF BARRICADES AND THE RELOCATION OF AIRCRAFT BACK TO THE EAST HALF OF HANGAR 'A' AND WEST HALF OF HANGAR 'A1'. ALL WORK IN THIS PHASE IS TO BE COMPLETED WITHIN 70 CALENDAR DAYS. AIRCRAFT IN THE WEST HALF OF HANGAR 'A' AND EAST HALF OF HANGAR 'A2' ARE TO BE TEMPORARILY RELOCATED. BARRICADES WILL BE PLACED ON TAXILANE 'T' ALONG THE LIMITS OF THE WORK. WORK IN THIS PHASE WILL INCLUDE WORK HANGARS 'B' AND 'C'.

CONTRACTOR TO INSTALL TEMPORARY PAVEMENT PRIOR TO WORK IN EITHER PHASE. THE INTENT OF THIS CHANGE IS FOR TENENTS OF HANGAR 'A1' TO HAVE CONTINUOUS ACCESS THROUGH OUT CONSTRUCTION

**LEGEND**

- LIGHTED BARRICADES
- NIGHT WORK IN THIS AREA TO BE DONE DURING TAXILANE CLOSURE ONLY
- PHASE I
- PHASE II
- TEMPORARY PAVEMENT



2-12-04		
2	4/02/04	MODIFICATIONS TO PHASING PLAN JSN
1	9/23/03	JSN
NO.	DATE	REVISION
		APPROV.

**HNTB** ARCHITECTS ENGINEERS PLANNERS  
The HNTB Companies

**TOWN OF ADDISON**  
ADDISON AIRPORT PAVEMENT RECONSTRUCTION  
OF APRON 'A' AND HANGARS 'A', 'B' AND 'C'

**HANGAR 'A'**  
CONSTRUCTION PHASING PLAN

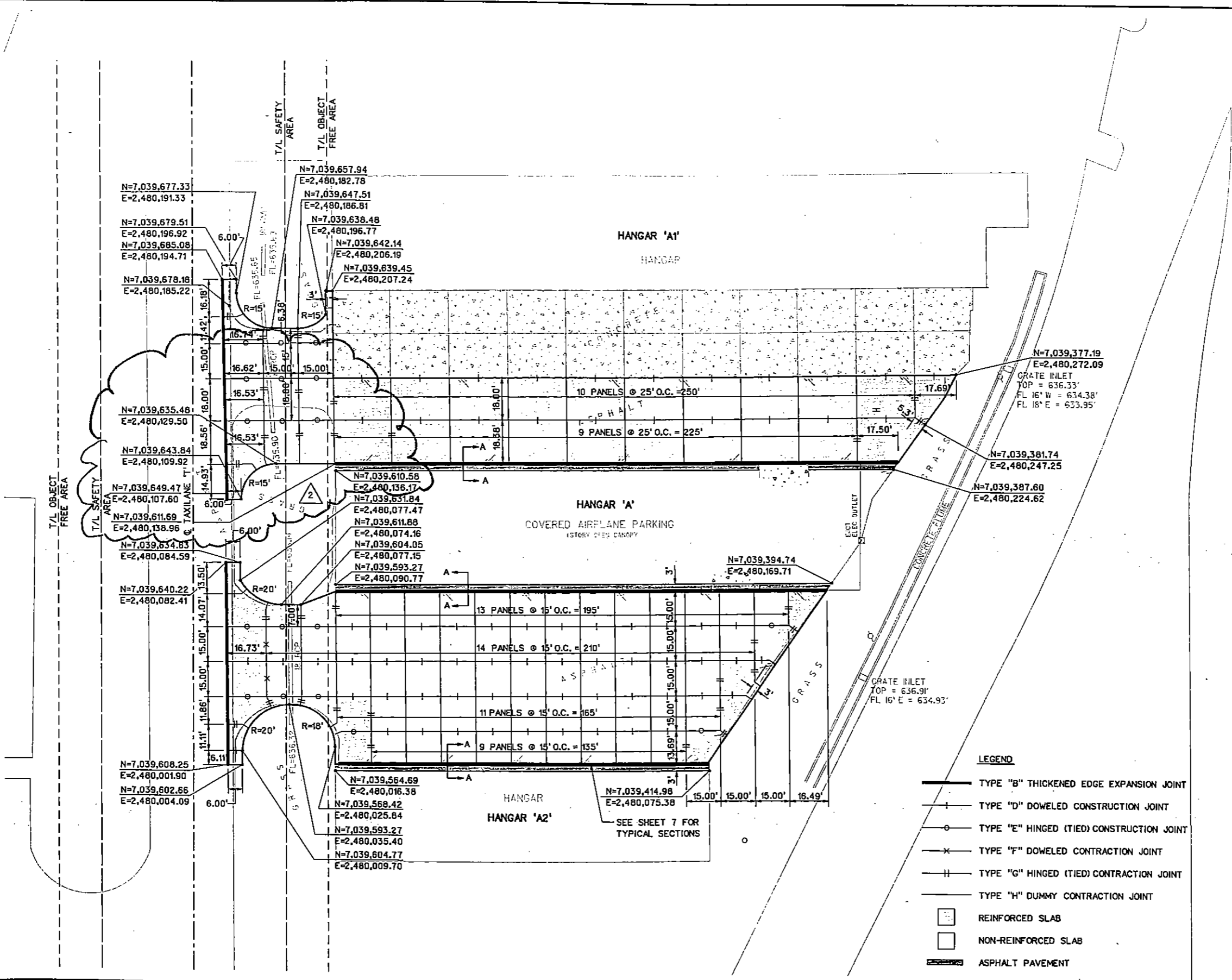
**TOWN OF ADDISON, TEXAS**

Design JSN	Drawn GFS	DATE	PROJECT NO.	SHEET
Check JNH	Check JSN	MAY 2003	37365	13

11-FEB-2004 10:48  
G:\37365\Cad\Sheets\acpp02.dgn



11-FEB-2004 11:05  
G:\37365\Cad\Sheets\ahnc02.dgn

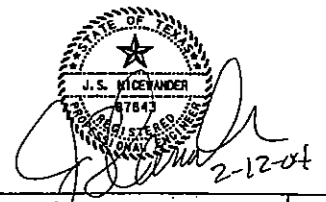


**NOTES:**

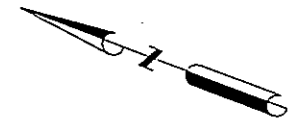
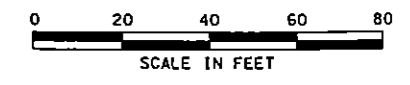
1. EXTREME CARE SHALL BE EXERCISED AROUND THE HANGARS AND AIRCRAFT. HANGAR SHALL BE VACANT OF AIRCRAFT AND OTHER EQUIPMENT BEFORE OPERATIONS BEGIN. ANY AND ALL DAMAGE TO HANGARS AND AIRCRAFT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AT HIS OWN EXPENSE.
2. SEE "APRON AND HANGAR TYPICAL SECTIONS" SHEET FOR SECTION 'A-A'.
3. SEE "PAVING JOINT DETAILS" SHEET FOR PAVING JOINTS DETAILS.

**LEGEND**

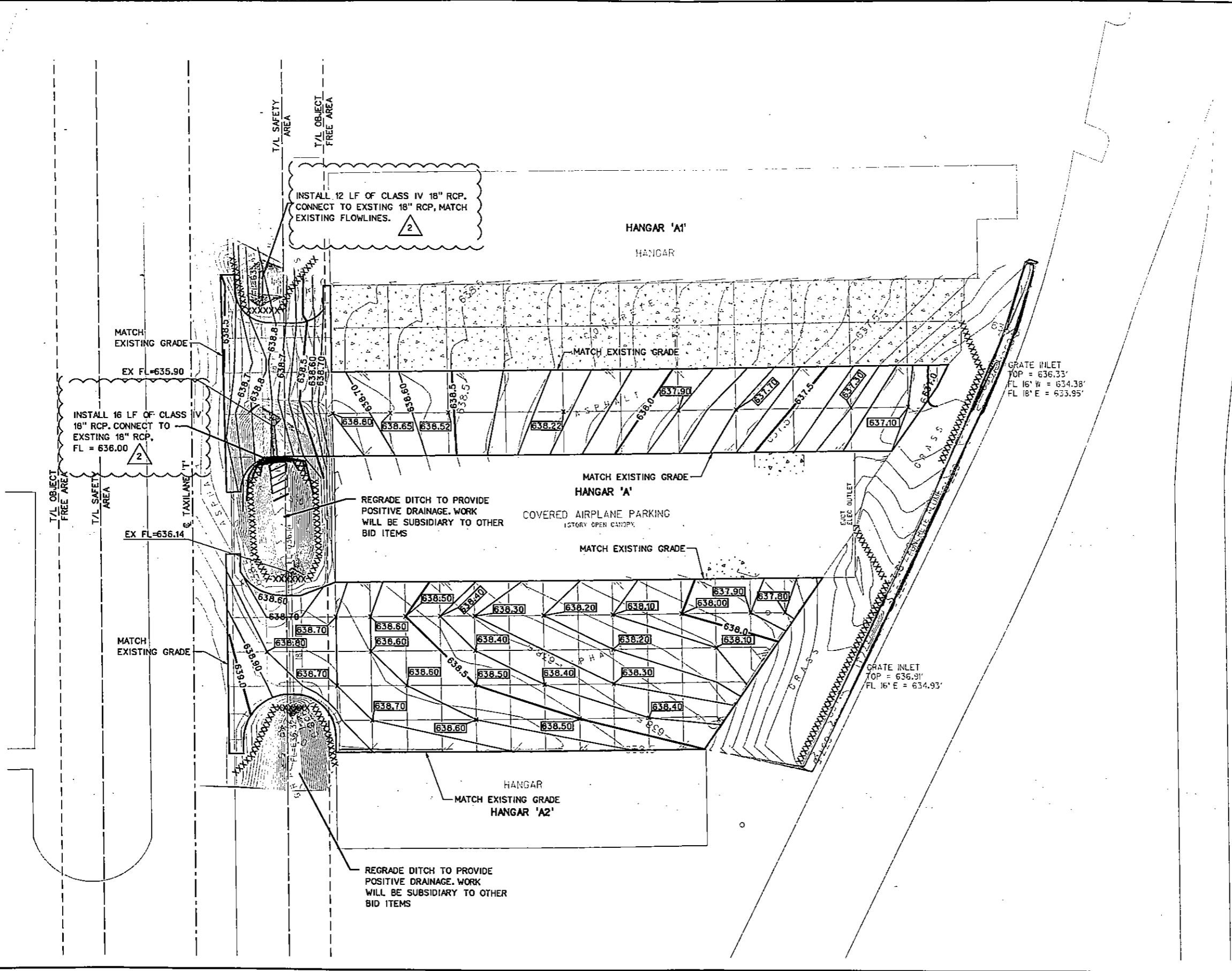
- TYPE "B" THICKENED EDGE EXPANSION JOINT
- TYPE "D" DOWELED CONSTRUCTION JOINT
- TYPE "E" HINGED (TIED) CONSTRUCTION JOINT
- × TYPE "F" DOWELED CONTRACTION JOINT
- TYPE "G" HINGED (TIED) CONTRACTION JOINT
- TYPE "H" DUMMY CONTRACTION JOINT
- REINFORCED SLAB
- NON-REINFORCED SLAB
- ▨ ASPHALT PAVEMENT



272-34			
2	11/24/04	MODIFICATION TO TAXILANE DRIVE	JSN
1	9/25/03		JSN
NO.	DATE	REVISION	APPROV.
<b>HNTB</b> ARCHITECTS ENGINEERS PLANNERS The HNTB Company			
<b>TOWN OF ADDISON</b>			
ADDISON AIRPORT PAVEMENT RECONSTRUCTION OF APRON 'A' AND HANGARS 'A', 'B' AND 'C'			
<b>HANGAR 'A' PAVING AND JOINT LAYOUT PLAN</b>			
<b>TOWN OF ADDISON, TEXAS</b>			
Design JSN	Drawn GFS	DATE	PROJECT NO. SHEET
Check JSH	Check JSN	MAY 2003	37365 15

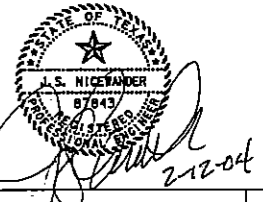


11-FEB-2004 10:48  
 C:\31365\Cad\Sheets\acgr-02.dgn



**LEGEND**

- 641.5 PROPOSED 0.5' CONTOUR
- PROPOSED 0.1' CONTOUR
- 641.5 EXISTING 0.5' CONTOUR
- EXISTING 0.1' CONTOUR
- DRAINAGE AREA DIVIDE
- XXXXXXXXXXXX SILT FENCE



NO.	DATE	REVISION	APPROV.
2	12-12-04	ADDED CLASS IV PIPE	JSM
1	9/25/03	ADDED SODDING NOTE	JSM

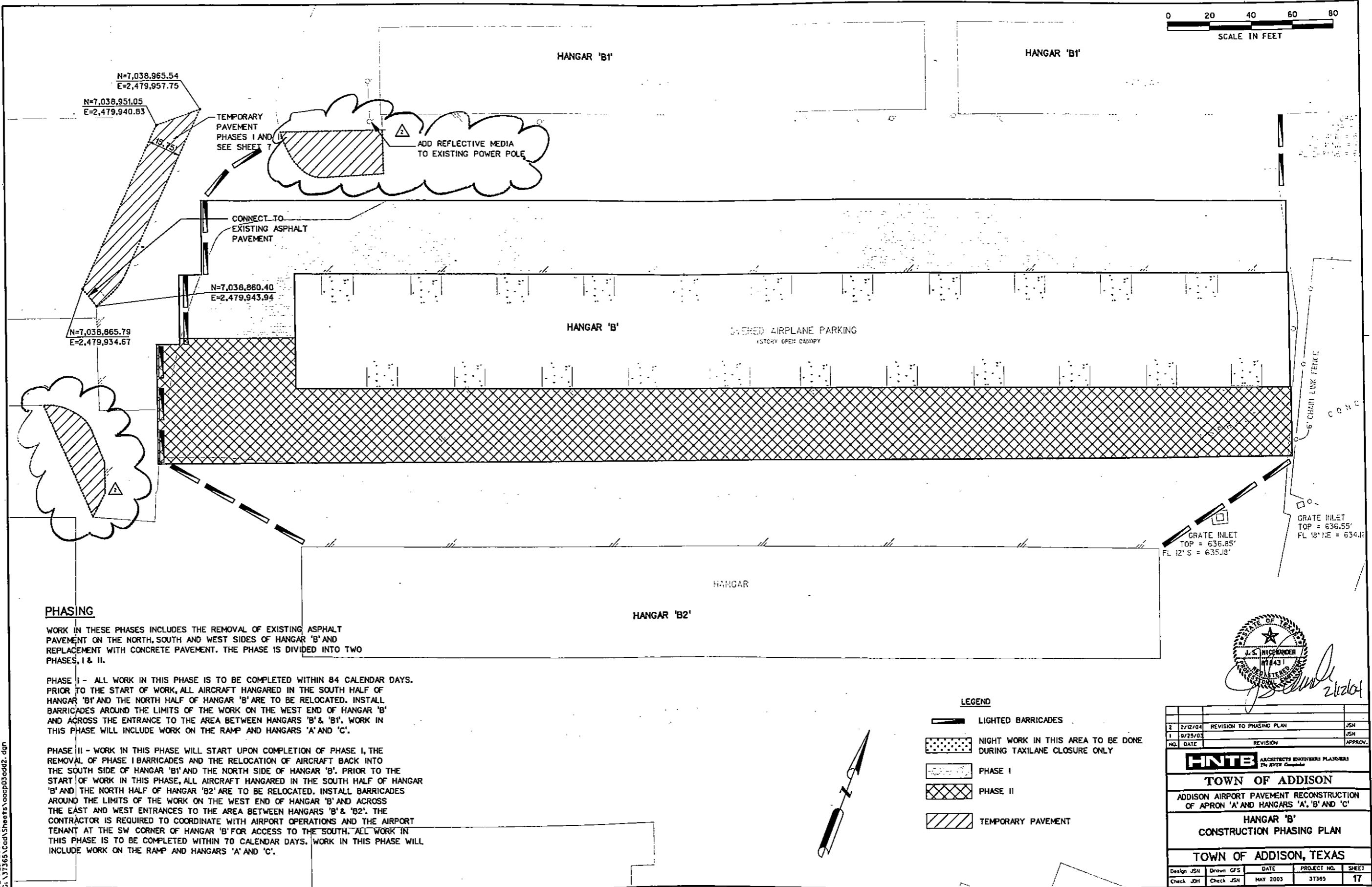
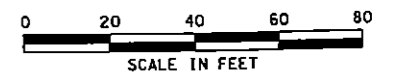
**HNTB** ARCHITECTS ENGINEERS PLANNERS  
The HNTB Company

**TOWN OF ADDISON**  
ADDISON AIRPORT PAVEMENT RECONSTRUCTION  
OF APRON 'A' AND HANGARS 'A', 'B' AND 'C'

**HANGAR 'A' GRADING,  
DRAINAGE AND SW3P PLAN**

**TOWN OF ADDISON, TEXAS**

Design	JSM	Drawn	GFS	DATE	PROJECT NO.	SHEET
Check	JSM	Check	JSM	MAY 2003	37365	16



**PHASING**

WORK IN THESE PHASES INCLUDES THE REMOVAL OF EXISTING ASPHALT PAVEMENT ON THE NORTH, SOUTH AND WEST SIDES OF HANGAR 'B' AND REPLACEMENT WITH CONCRETE PAVEMENT. THE PHASE IS DIVIDED INTO TWO PHASES, I & II.

PHASE I - ALL WORK IN THIS PHASE IS TO BE COMPLETED WITHIN 84 CALENDAR DAYS. PRIOR TO THE START OF WORK, ALL AIRCRAFT HANGARED IN THE SOUTH HALF OF HANGAR 'B1' AND THE NORTH HALF OF HANGAR 'B' ARE TO BE RELOCATED. INSTALL BARRICADES AROUND THE LIMITS OF THE WORK ON THE WEST END OF HANGAR 'B' AND ACROSS THE ENTRANCE TO THE AREA BETWEEN HANGARS 'B' & 'B1'. WORK IN THIS PHASE WILL INCLUDE WORK ON THE RAMP AND HANGARS 'A' AND 'C'.

PHASE II - WORK IN THIS PHASE WILL START UPON COMPLETION OF PHASE I, THE REMOVAL OF PHASE I BARRICADES AND THE RELOCATION OF AIRCRAFT BACK INTO THE SOUTH SIDE OF HANGAR 'B1' AND THE NORTH SIDE OF HANGAR 'B'. PRIOR TO THE START OF WORK IN THIS PHASE, ALL AIRCRAFT HANGARED IN THE SOUTH HALF OF HANGAR 'B' AND THE NORTH HALF OF HANGAR 'B2' ARE TO BE RELOCATED. INSTALL BARRICADES AROUND THE LIMITS OF THE WORK ON THE WEST END OF HANGAR 'B' AND ACROSS THE EAST AND WEST ENTRANCES TO THE AREA BETWEEN HANGARS 'B' & 'B2'. THE CONTRACTOR IS REQUIRED TO COORDINATE WITH AIRPORT OPERATIONS AND THE AIRPORT TENANT AT THE SW CORNER OF HANGAR 'B' FOR ACCESS TO THE SOUTH. ALL WORK IN THIS PHASE IS TO BE COMPLETED WITHIN 70 CALENDAR DAYS. WORK IN THIS PHASE WILL INCLUDE WORK ON THE RAMP AND HANGARS 'A' AND 'C'.

- LEGEND**
- LIGHTED BARRICADES
  - NIGHT WORK IN THIS AREA TO BE DONE DURING TAXILANE CLOSURE ONLY
  - PHASE I
  - PHASE II
  - TEMPORARY PAVEMENT

*J.S. Wickorder* 2/12/04

NO.	DATE	REVISION	APPROV.
2	2/12/04	REVISION TO PHASING PLAN	JSN
1	9/25/03		JSN

**HNTB** ARCHITECTS ENGINEERS PLANNERS  
The HNTB Companies

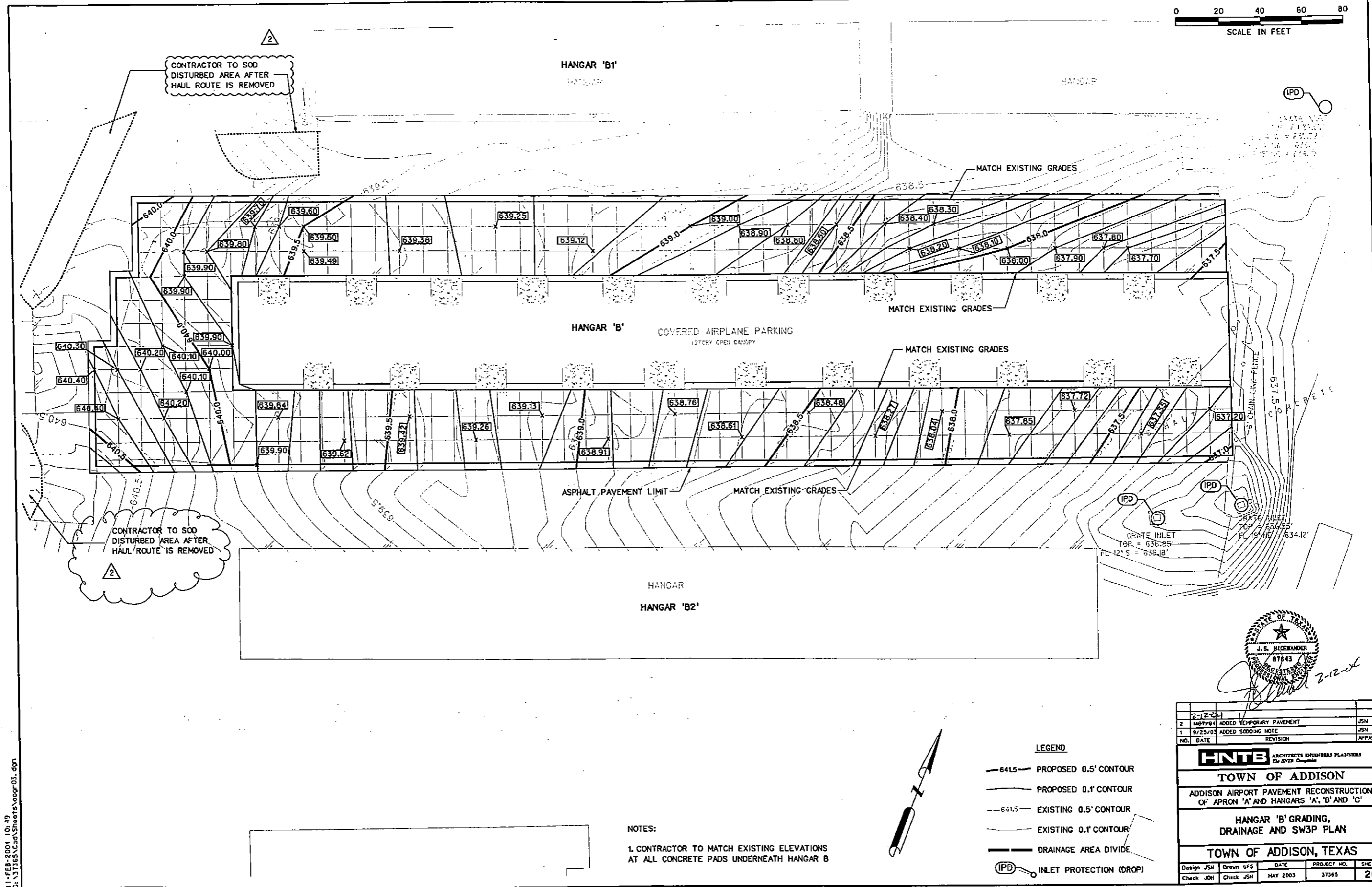
**TOWN OF ADDISON**  
ADDISON AIRPORT PAVEMENT RECONSTRUCTION  
OF APRON 'A' AND HANGARS 'A', 'B' AND 'C'

**HANGAR 'B'**  
CONSTRUCTION PHASING PLAN

**TOWN OF ADDISON, TEXAS**

Design JSN	Drawn GFS	DATE	PROJECT NO.	SHEET
Check JDN	Check JSN	MAY 2003	37365	17

12-FEB-2004 13:09  
 G:\37365\Cad\Sheets\occp03.dwg



CONTRACTOR TO SOD DISTURBED AREA AFTER HAUL ROUTE IS REMOVED

CONTRACTOR TO SOD DISTURBED AREA AFTER HAUL ROUTE IS REMOVED

HANGAR 'B1'

HANGAR 'B' COVERED AIRPLANE PARKING  
1STORY OPEN CANOPY

HANGAR  
HANGAR 'B2'

MATCH EXISTING GRADES

MATCH EXISTING GRADES

MATCH EXISTING GRADES

ASPHALT PAVEMENT LIMIT

MATCH EXISTING GRADES

GRATE INLET  
TOP = 636.85'  
FL 12' S = 635.18'



NO.	DATE	REVISION	APPROV.
2	10/27/04	ADDED TEMPORARY PAVEMENT	JSN
1	9/25/03	ADDED SODDING NOTE	JSN

**HNTB** ARCHITECTS ENGINEERS PLANNERS  
The HNTB Companies

**TOWN OF ADDISON**  
ADDISON AIRPORT PAVEMENT RECONSTRUCTION  
OF APRON 'A' AND HANGARS 'A', 'B' AND 'C'

**HANGAR 'B' GRADING,  
DRAINAGE AND SW3P PLAN**

**TOWN OF ADDISON, TEXAS**

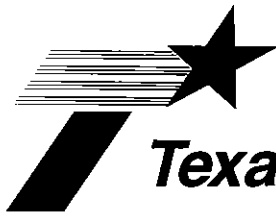
Design	JSN	Drawn	GFS	DATE	PROJECT NO.	SHEET
Check	JOH	Check	JSN	MAY 2003	37365	20

NOTES:  
1. CONTRACTOR TO MATCH EXISTING ELEVATIONS  
AT ALL CONCRETE PADS UNDERNEATH HANGAR B

- LEGEND**
- 641.5 — PROPOSED 0.5' CONTOUR
  - 641.0 — PROPOSED 0.1' CONTOUR
  - - - 641.5 - - - EXISTING 0.5' CONTOUR
  - - - 641.0 - - - EXISTING 0.1' CONTOUR
  - DRAINAGE AREA DIVIDE
  - (IPD) — INLET PROTECTION (DROP)

11 FEB 2004 10:49  
G:\37365\AddShmets\agor03.dgn





# Texas Department of Transportation

AVIATION DIVISION

125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • 512/416-4500 • FAX 512/416-4510

February 24, 2004

Mr. Jim Pierce  
ASST CITY ENGR. TOWN OF ADDISON  
5300 Belt Line Road  
Dallas, TX 75254

Dear Mr. Pierce:

Enclosed is your copy of executed Supplemental 1 to the Professional Services Agreement between the Texas Department of Transportation, agent for the Town of Addison, and HNTB Corporation.

If you have any questions concerning the documents, or if we can be of assistance to you, feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Edie Stimach".

Edie Stimach  
Grant Manager

Enclosures

**THE STATE OF TEXAS §**

**THE COUNTY OF TRAVIS §**

**SUPPLEMENTAL AGREEMENT NO. 01  
TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

This supplemental agreement to the Professional Engineering Services Agreement is made by and between Town of Addison, hereinafter called the "Sponsor," acting by and through the Texas Department of Transportation, hereinafter called the "Agent" and HNTB Corporation, hereinafter called the "Engineer."

The Sponsor and the Engineer executed an agreement on January 9, 2004 for engineering/design services at the Addison Airport.

Section 5 - Payments to the Engineer, limits the maximum amount payable under the agreement without modification of the agreement to \$92,728.00

It has become necessary to amend the agreement to change the hourly rate for RPR services.

The Sponsor and the Engineer agree in consideration of their mutual promises that said agreement is amended as follows:

- A. Add Additional Services as authorized in Section 4-Additional Services as follows:  
Increase the hourly rate for RPR services provided for the project.
- B. Amend Section 5 - Payments to the Engineer as follows:
  - 5.1.1.2 Increase the rate to \$47.00 per hour.
  - 5.1.1.3 Increase by \$2,651.00, not to exceed \$62,651.00.
- C. Amend Attachment G, Lump Sum Fee Distribution, to include the additional RPR services fee.
- D. Change Section 5.4.1. Payment to Engineer to: The maximum amount allowable for payment under the Professional Engineering Services Agreement is \$95,379.00.

All other terms and conditions of the agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Sponsor and the Engineer have executed triplicate counterparts of this Supplemental Agreement.

ENGINEER

By: Benjamin J. Biller

Date 2-11-04

Name: Benjamin J. Biller  
(Print or type)

Title: Vice President HNTB Corp.  
(Name of Firm)

5910 W. Plano Parkway, Ste. 200  
(Address)

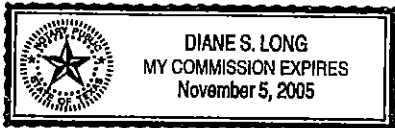
Plano, TX 75093  
(City, State, Zip)

THE STATE OF TEXAS

COUNTY OF

Before me, the undersigned authority, on this day personally appeared Benjamin Biller known to me to be the Engineer named in this contract, or the Engineer's authorized representative, and is the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has authority to execute and has executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11<sup>th</sup> day of February, A.D. 2004.




Notary Public, State of Texas

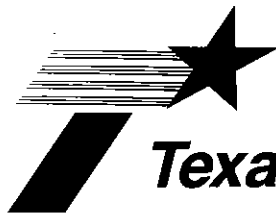
Diane S. Long  
(Printed or typed name)

My Commission expires 11/5/05

ACCEPTANCE OF THE STATE

Executed by and approved for the Texas Transportation Commission, agent for the Sponsor, for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:  Date: 2/23/04



# Texas Department of Transportation

AVIATION DIVISION

125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • 512/ 416-4500 • FAX 512/416-4510

January 9, 2004

Mr. Jim Pierce  
ASST CITY ENGR. TOWN OF ADDISON  
5300 Belt Line Road  
Dallas, TX 75254

*For Ramp/Apron Project  
at old South Terminal Site  
and adjacent to Frito Lay  
Hangar Project, including  
Rehab at 3 shade hangars.*

Dear Mr. Pierce:

We are pleased to return to you the completed agreement between the Texas Department of Transportation, agent for the Town of Addison, and HNTB Corporation for Professional Services for TxDOT CSJ No. 0318ADDON.

If you have any questions concerning the documents, or if we can be of assistance to you, feel free to contact me.

Sincerely,

*Edie Stimach*

Edie Stimach  
Grant Manager

Enclosures

AGREEMENT  
BETWEEN  
SPONSOR AND ENGINEER  
FOR  
PROFESSIONAL ENGINEERING SERVICES

*for Ramp/Apron  
Project adjacent to  
Frito Lay Hangar  
including recon-  
struction at 3 Hangars*

TxDOT Contract No.: 3X1AV097  
TxDOT Project No.: AP ADDISON 7  
TxDOT CSJ No.: 0318ADDON

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS §

THIS AGREEMENT is made, entered into and executed by and between Town of Addison, hereinafter called the "Sponsor" acting by and through the Texas Department of Transportation, hereinafter called the "Agent" and HNTB Corporation, hereinafter called the "Engineer."

WITNESSETH

The Sponsor and the Engineer executed an agreement on November 21, 2002, TxDOT CSJ No. 0218ADDON for engineering/design services at the Addison Municipal Airport hereinafter called the "Project."

The scope of this contract is: professional engineering services for the Construction Phase, Closeout Phase, Resident Project Representative Services and Materials and Testing Laboratory Services in connection with said Project.

AGREEMENT

The Sponsor and the Engineer, in consideration of the mutual covenants and agreements herein continued, do mutually agree as follows:

Pursuant to the terms of the Airport Project Participation Agreement entered into by and between Agent and Sponsor, Agent agrees to employ the Engineer on behalf of the Sponsor. The Engineer agrees to perform professional engineering services in connection with the project as stated in the sections to follow and outlined hereinafter. Upon rendition of these services, the Agent agrees to pay to the Engineer compensation for these services as agreed herein. All services performed under this Agreement shall be performed under the direct supervision of the Agent. The Agent will act as referee in all questions arising under the terms of this Agreement between the parties, and the Agent's decisions shall be final and binding.

## SECTION 1 - SCOPE OF SERVICES

### 1.1. Services of the Agent

1.1.1. The Agent will furnish items as listed in Attachment A, "Services to be Provided by the Agent," attached hereto and made a part of this agreement.

### 1.2. Services of the Engineer

1.2. The Engineer will furnish services for the construction and closeout phases in accordance with Attachment B; "Construction Management Services to be provided by the Engineer" attached hereto and made a part of this agreement.

1.3. The Engineer shall furnish a Resident Project Representative, hereinafter called the "RPR," to assist the Engineer in observing the performance of the work of the Contractor. Services of the RPR shall be in accordance with Attachment C, "Duties, Responsibilities and Limitations of Authority of the Resident Project Representative" attached hereto and made a part of this agreement.

1.3.1. The person(s) designated by the Engineer to perform the services of the RPR shall be approved by the Agent.

1.4. The Engineer shall contract with an independent materials and testing laboratory, hereinafter called the "Laboratory" for the purpose of quality control of the work of the Contractor. The services provided shall be in accordance with Attachment D, "Materials Testing Laboratory Services," attached hereto and made a part of this agreement.

## SECTION 2 - PROGRESS

2.1. After execution of this Agreement, the Engineer shall not proceed with the work for each phase outlined under "Scope of Services" until authorized in writing by the Agent to proceed.

2.2. The Engineer shall, from time to time during the progress of the work, confer with the Agent. The Engineer shall prepare and present such information and studies as are shown in Attachment B.

2.3. At the request of the Agent or the Engineer, conferences shall be conducted at locations designated by the Agent. When requested by the Agent, these conferences shall also include inspection of the Engineer's services and work.

2.4. The work will be subject to periodic review by the Federal Aviation Administration (FAA) and/or Agent.

2.5. It is of primary importance to the Sponsor and the Agent that the services within this contract are provided according to the agreed upon Work Schedule, Attachment E attached

hereto and made a part of this agreement. Undue delays within the control of the Engineer may be considered as reason for termination of the contract as provided in Section 9.

2.6. Should the Agent desire to suspend the work, but not terminate the Agreement, this may be done by thirty (30) days notice of suspension of work given by the Agent in writing to that effect, and the work may be reinstated by Agent and shall be resumed by Engineer in full force and effect upon receipt by the Engineer from the Agent of sixty (60) days notice in writing to that effect.

2.7. If work is suspended for more than six months at the request of the Sponsor or the Agent the Agreement may be renegotiated at the request of the Engineer or unilaterally terminated by the Engineer.

2.8. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer, who, in the opinion of the Agent, is unable to perform the work, or whose conduct becomes detrimental to the work, shall immediately be removed by the Engineer from association with the Project.

2.9. The Engineer certifies that Engineer has adequate qualified personnel for performance of the services required under this Agreement, or will be able to obtain such personnel from sources other than the Agent or Sponsor.

2.10. The Engineer shall prepare monthly progress reports in sufficient detail to support the progress of the work and vouchers requesting monthly payments.

2.11. The Engineer shall furnish all equipment, materials and supplies required to perform the work under this Agreement except as provided herein.

### SECTION 3 - CHANGES OF WORK

3.1. The Agent will have the right to make changes and alterations in the services of the engineer as may be considered necessary or desirable. Changes and/or alterations that reduce the lump sum fee will be negotiated between the Agent and the Engineer. Changes and/or alterations that increase the lump sum fee will be handled as Additional Services as stated in Section 4. Such changes and alterations shall not be considered as a waiver of any conditions of the Agreement, nor shall they invalidate any of the provisions thereof. The Engineer shall perform the work as changed or altered.

3.2. When required to do so by the Agent, the Engineer shall make such revisions as are necessary to correct Engineer's errors or omissions in the work. No additional compensation shall be paid for this work.

3.3. If the Agent requests changes to work previously completed by the Engineer and accepted by the Agent, the Engineer shall make such changes as directed by the Agent. This will be considered additional work and paid for as specified in Section 4 - Additional Services.



## SECTION 4 - ADDITIONAL SERVICES

4.1. When authorized by a supplemental Agreement, the Engineer will furnish additional services as listed in Attachment F; "Additional Services to be Provided by the Engineer" attached hereto and made a part of this agreement.

4.1.1. Compensation for such services will be in accordance with Section 5 - Payments to the Engineer.

4.2. If the Engineer is of the opinion that any work Engineer has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Engineer shall promptly notify the Agent in writing prior to performing the extra work.

4.2.1. In the event the Agent finds that such work does constitute extra work, the Agent shall so advise the Engineer, in writing, and pursuant to a supplemental Agreement shall provide extra compensation to the Engineer for doing this work as additional services covered in Section 5 - Payments to the Engineer.

## SECTION 5 - PAYMENTS TO THE ENGINEER

5.1. Methods of Payment for Services and Expenses of Engineer

5.1.1. For Construction Management Services. Agent shall pay Engineer for Construction Management Services as set forth in Attachment B, "Construction Management Services to be Provided by the Engineer" as follows:

5.1.1.1. A lump sum fee of \$17,728.00 for Construction Management Services furnished under Section 1 and as set forth in Attachment A.

5.1.1.2. The Agent shall pay Engineer for services of the RPR furnished under paragraph A.1. at the rate of \$45.00 per hour, or any portion thereof. Such payment shall include all direct salary costs, indirect salary costs, fringe benefits, overhead, travel and subsistence, telephone and postage, field office expenses, printing and reproduction costs, any other payroll costs and profit.

5.1.1.3. If it becomes apparent to the Engineer at any time before services to be rendered under paragraph 5.1.1.2. have been about eighty percent completed that the total amount of compensation to be paid to the Engineer on account of RPR services will exceed \$60,000.00 (Amount A), Engineer shall give Agent written notice thereof. Promptly thereafter Agent and Engineer shall review the matter of compensation for RPR services, and either the Agent shall authorize the Engineer to provide additional RPR services, or the Agent and Engineer shall agree to a reduction in the remaining services to be rendered so that the total compensation for such RPR services will not exceed Amount A when such services are completed.

5.1.1.4. Should the total cost of RPR services exceed Amount A, the Engineer shall be compensated for any additional RPR services, authorized by the Agent in excess of Amount A, at

an hourly rate agreed upon between the Agent and Engineer. The payment for additional RPR services shall include the costs to the Engineer described in Paragraph 5.1.1.3.

5.1.1.5. The Agent shall pay Engineer for the actual services of the Laboratory furnished under paragraph 1.4. at the rates provided in Attachment J, Schedule of Materials Testing Costs attached hereto and made a part of this Supplemental Agreement. Such payment shall include all costs to the Engineer and Laboratory including direct salary costs, indirect salary costs, fringe benefits, overhead, travel and subsistence, printing and reproduction costs, telephone and postage, materials and equipment, any other payroll costs and profit. Should conditions indicate the need for test not itemized in Attachment J, such test may be conducted, provided that both the Agent and the Engineer agree as to their need and cost in advance. Should these tests not increase the overall approved cost of testing as stated in Paragraph 5.1.1.6, this contract need not be amended. It shall be sufficient for the Engineer to formalize this process by a letter of request and for the Agent to respond with written concurrence.

5.1.1.6. If it becomes apparent to the Engineer at any time before services to be rendered under paragraph 1.4. have been about eighty percent completed that the total amount of compensation to be paid to the Engineer on account of Laboratory services will exceed \$15,000.00 Engineer shall give Agent written notice thereof. Promptly thereafter Agent and Engineer shall review the matter of compensation for Laboratory services, and either the Agent shall increase the amount of said estimate or the Agent and Engineer shall agree to a reduction in the remaining services to be rendered so that the total compensation for such Laboratory services will not exceed such estimated amounts when such services are completed.

5.1.1.7. The lump sum amount shall be allocated to the phases of the Project as set forth in Attachment G, "Lump Sum Fee Distribution to Engineer" attached hereto and made a part of this agreement.

5.1.1.8. For Additional Services. Agent shall pay Engineer for work rendered under Section 4 - Additional Services in accordance with the provisions of the Supplemental Agreement to Engineering Services Agreement pertaining to the service provided.

## 5.2. Times of Payments

5.2.1. Partial payments shall be made monthly in proportion to those parts of the services that have been accomplished, as evidenced by monthly statements submitted by the Engineer to the Agent. In no case shall the partial payments be in excess of the value of the services completed at the time the statement is rendered.

5.2.2. The Engineer shall submit a monthly statement as directed by the Agent showing an estimate of the Construction Management Services rendered and the actual approved Additional Services rendered, except for Closeout Phase. The pay request for Closeout Phase services shall be submitted only following completion of all tasks associated with the Closeout Phase, except for the warranty inspection.

## 5.3. Other Provisions Concerning Payments

5.3.1. Payments to the Engineer for Additional Services rendered will be based upon itemized and certified statements detailed to show the names of the employees and the time worked. Monthly statements should include authorized non-salary expenses with supporting itemized invoices for additional services.

5.3.2. Statements and supporting documents will be submitted to the Agent no more than monthly. TxDOT provided payment forms must be submitted with or as an Engineer's statement. Upon receipt and approval of each statement, the Agent shall pay the amount which is due and payable as provided herein within thirty (30) days of invoice receipt.

5.3.3. Final payment of any money due will be made to the Engineer after satisfactory completion of all services and obligations covered in this Agreement and acceptance of the work by the Agent.

#### 5.4. Maximum Amount of Payment

5.4.1. The maximum amount allowable for payment under the Professional Engineering Services Agreement is \$92,728.00.

### SECTION 6 - SUBCONTRACTORS

6.1. The Engineer shall not sublet or transfer any portion of the work under this Agreement unless specifically approved in writing by the Agent. Subcontractors shall comply with the provisions of this Agreement and all state and federal regulations as applicable. Subcontracts, may at the option of the Agent, require written approval of content. The Engineer shall provided to the Agent a copy of the executed Agreement between the Engineer and subcontractor.

6.2. In the event the Engineer provides any of the services set out in this Agreement by subcontracting the same with a subcontractor, the Engineer shall take all steps necessary and appropriate to ensure that said subcontractor indemnifies the Sponsor, Agent, and at the option of the Engineer, the Engineer for liability arising from any acts or omissions of said subcontractor, it being the express intention of the parties hereto that any liability for said acts or omissions shall be the responsibility of said subcontractor. In the event that Engineer does not take such appropriate and necessary steps to ensure the indemnification described in this provision, Engineer shall assume such liability as is described in this provision, and hereby agrees to so indemnify the Sponsor or Agent for such acts or omissions of said subcontractor as are described herein.

6.3. The Engineer shall pay the subcontractor for work performed within 10 days after the Engineer receives payment for the work performed by the subcontractor. Also, any retained monies on a subcontractor's work shall be paid to the subcontractor within 10 days after satisfactory completion of all the subcontractor's work. Completion of the subcontractor's work shall include test, maintenance and other similar periods that are the responsibility of the subcontractor.

## SECTION 7 - CIVIL RIGHTS COMPLIANCE

7.1. The Engineer shall comply with the provisions of Attachment H, "Special Provision Contractor Contractual Requirements Title VI Assurances" attached hereto and made a part of this agreement.

## SECTION 8 - DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

8.1. The Engineer shall comply with the provisions of Attachment I, "Disadvantaged Business Enterprise (DBE) Assurances" attached hereto and made a part of this agreement. For any additional services, DBE goals will be amended and a new plan filed.

## SECTION 9 - TERMINATION OF AGREEMENT

9.1. The Agreement may be terminated upon the occurrence of any of the following conditions:

9.1.1. By mutual Agreement and consent of both parties in writing.

9.1.2. By the Agent by notice in writing to the Engineer as consequence of failure by the Engineer to perform the services herein set forth in a satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of the Engineer.

9.1.3. By either party, upon the failure of the other party to fulfill its obligations as set forth in Section 1 - Scope of Services.

9.1.4. By the Agent for reasons of its own and not subject to the mutual consent of the Engineer by delivering a written Notice of Termination to the Engineer, which shall take effect on the tenth (10th) day following receipt.

9.1.5. By the condition stipulated in Section 2.7.

9.1.6. By the situation stipulated in Attachment I, Disadvantaged Business Enterprise (DBE).

9.1.7. By the condition stipulated in Section 22.1., Child Support Certification.

9.1.8. By satisfactory completion of all services and obligations described herein.

9.2. Should the Agent terminate this Agreement, no fees other than fees due and payable at the effective date of termination, shall be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination, the Agent shall be the sole judge. Payment for work at termination will be based on work completed at that time.

9.3. If the Engineer defaults in performance of this Agreement or the Agent terminates the

Agreement for fault on the part of the Engineer, the Agent will give consideration to the actual costs incurred by the Engineer in performing work to date of default, the amount of work required which was satisfactorily complete to date of default, the value of the work which is usable to the Sponsor, the cost to the Sponsor of employing another firm to complete the work required and the time required to do so, and other factors which affect the value to the Sponsor of the work performed at time of default.

9.4. The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all right, duties, obligations and liabilities of the Sponsor, Agent, and Engineer under this Agreement with regard to payment only. If the termination of this Agreement is due to the failure of the Engineer to fulfill Agreement obligations, the Agent may take over the project and prosecute the work to completion by Agreement or otherwise. In such case, the Engineer shall be liable for any additional costs for professional services resulting from the Engineer's default.

#### SECTION 10 - DISPUTES

10.1. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of procurements made by the Engineer in support of the work authorized herein.

10.2. Any dispute concerning the work performed hereunder, the cost of work performed hereunder, or any nonprocurement issue shall be settled in accordance with Title 43, Texas Administrative Code, Section 9.2, "Contract Claim Procedure."

#### SECTION 11 - OWNERSHIP OF DOCUMENTS

11.1. Work for Hire. All services provided under this contract are considered work for hire and as such all final plans and specifications created or collected under the terms of this contract are the property of the Agent and Sponsor.

11.2. Disposition of Documents. All documents prepared by the Engineer and all documents furnished to Engineer by the Agent shall be delivered to the Agent upon completion or termination of this contract. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the Agent under this contract, but further use of the data will at the Engineer's own risk and without liability or legal exposure to the Agent or Sponsor.

11.3. Release of Design Plan. The Engineer (1) will not release any design plan created or collected under this contract except to its subproviders as necessary to complete the contract; (2) shall include a provision in all subcontract which acknowledges the Agent's and Sponsor's ownership of the design plan and prohibits its use for any use other than the project identified in this contract; and (3) is responsible for improper use of the design plan by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use.

11.4. Any reuse without the written verification or adaptation by the Engineer of the plans and specifications by the Agent or Sponsor for purposes other than those directly associated with this specific contract and project are at the Agent's or Sponsor's own risk and without liability or legal exposure to the Engineer.

## SECTION 12 - COMPLIANCE WITH LAWS

12.1. The Engineer shall comply with applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of courts, or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Engineer shall furnish the Agent with satisfactory proof of Engineer's compliance.

## SECTION 13 - INDEMNITY

13.1. The Engineer shall save harmless the State and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this Agreement and which are caused by or result from error, omission, or negligent act of the Engineer or any person employed by the Engineer. The Engineer shall also save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State in litigation or otherwise resulting said claim or liabilities which may be imposed on the State as a result of such activities by the provider or employees.

13.2 Section 13.1 above is expressly applicable to all items, clauses, codicils, and addenda of this Agreement.

## SECTION 14 - ENGINEER'S WARRANT

14.1. The Engineer warrants that Engineer has not employed or retained any company or persons, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that Engineer has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Agent shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## SECTION 15 - SUCCESSORS AND ASSIGNS

15.1. The Sponsor and the Engineer each binds itself, its successors, executors, administrators and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither the Sponsor nor the Engineer shall assign, sublet, or transfer its interest in this Agreement without written consent of the other.

## SECTION 16 - ENGINEER'S SEAL

16.1. The Engineer shall place the seal of a registered Texas Professional Engineer as endorsement on all documents and engineering data furnished by the Engineer to the Agent when such seal is required under Texas law.

## SECTION 17 - INSPECTION OF ENGINEER'S BOOKS AND RECORDS

17.1. The Agent may, for purpose of termination of the Agreement prior to completion, examine the books and records of the Engineer for the purpose of checking the amount of the work performed by the Engineer at the time of Agreement termination. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at the Engineer's office during the Agreement period and for three years from the date of final payment under the Agreement, for inspection by the Agent, the Federal Aviation Administration and the U.S. Department of Transportation, Office of Inspector General. The Comptroller General of the United States, or any of its duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to this Agreement for the purpose of making audit, examinations, excerpts and transcriptions.

17.2. The state auditor may conduct an audit or investigation or any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

## SECTION 18 - WARRANTIES OF SIGNATORY

18.1. The undersigned signatory or signatories for the Engineer hereby represent and warrant that the signatory is an officer of the firm for which the signatory has executed this Agreement and that the signatory has full and complete authority to enter into this Agreement on behalf of the Engineer. The above-stated representations and warranties are made for the purpose of inducing the Sponsor to enter into this Agreement.

## SECTION 19 - INSURANCE

19.1. The Engineer shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any other person and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The Engineer shall furnish the Agent a completed Certificate of Insurance provided and approved by the Agent prior to beginning work under this Agreement.



## SECTION 20 - OPINIONS OF COST

20.1. Engineer's opinions of probable Total Project Costs and Construction Management Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from of opinions of probable cost prepared by Engineer.

## SECTION 21- ENTIRE AGREEMENT

21.1. This Agreement together with the Attachments, Exhibits and Special Provisions identified herein constitutes the entire Agreement between the Sponsor and the Engineer and supersedes all prior written or oral understandings. This Agreement and Attachments, Exhibits, and Special Provisions may only be amended, supplemented, modified or canceled by a duly executed written instrument.

## SECTION 22 - CHILD SUPPORT CERTIFICATION

22.1. Under Section 231.006 of the Family Code, the Consultant certifies that the individual or business entity named in this Agreement is eligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate. The Consultant further acknowledges that he or she has read Attachment K, attached hereto and made a part of this agreement and has provided the names and social security numbers required therein.

## SECTION 23 - APPLICABLE LAW

23.1. Under Section 22.055 (b), Transportation Code, Chapter 22, this Agreement is made pursuant to the law governing the making of Agreements by or on behalf of the State of Texas.

## SECTION 24 – DEBT TO THE STATE

24.1. If the Comptroller is currently prohibited from issuing a warrant to the Engineer because of a debt owed to the State, then the Engineer agrees that any payments owing under the Agreement will be applied towards the debt or delinquent taxes until the debt or delinquent taxes are paid in full.

## SECTION 25 – BUY TEXAS

25.1. If this Agreement does not include federal funds, the consultant shall buy Texas projects and materials for use in providing the services authorized in this Agreement when these products

and materials are available at a comparable price and in a comparable period of time. When requested by the State, consultant shall furnish documentation of these purchases or a description of good faith efforts to do so.

SECTION 26 – VENUE

26.1. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties hereto in Travis County, Texas.

IN WITNESS WHEREOF, the parties to this Agreement for Professional Engineering Services have signed or caused their respective names to be signed to triplicate counterparts hereof on the 5<sup>th</sup> day of Jan, 2004.

ENGINEER

By: Benjamin J. Biller  
Vice President

Name: Benjamin J. Biller

Title: HNTB Corporation  
(Name of Firm)

5910 W. Plano Pkwy, Suite 200  
(Address)

Plano, Tx 75093  
(City, State, Zip)

(972) 661-5626  
(Area Code & Phone Number)

THE STATE OF TEXAS

COUNTY OF

Before me, the undersigned authority, on this day personally appeared Benjamin Beller, known to me to be the Engineer named in this Agreement, or the Engineer's authorized representative, and is the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has authority to execute and has executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5<sup>th</sup> day of Jan., A.D. 2004.



Diane S. Long  
Notary Public, State of Texas

My Commission expires November 5, 2005.

ACCEPTANCE OF THE STATE

Executed by and approved for the Texas Transportation Commission, agent for the Sponsor, for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: Karen Niedemann Date: 1/9/04

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY THE AGENT**  
**TxDOT CSJ NO.: 0318ADDON**

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

1. Provide sufficient criteria and information as to the Agent's requirements for the Project including but not limited to performance requirements; budget constraints; and construction standards.
2. Make available plans, specifications, maps, field notes, previous reports, statistics, and other data in the Agent's possession relative to the existing facilities and to the Project.
3. Furnish the Engineer appropriate data in the Agent's or Sponsor's possession including, but not limited to, soils and foundation investigations, boundary and other surveys, environmental assessments or environmental impact statements, and planning or engineering reports.
4. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Engineer.
5. Give prompt written notice to the Engineer whenever the Agent observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of the contractor(s).
6. Direct the Engineer to provide necessary Additional Services as stipulated in Section 4 of this Agreement or other services as required.

**ATTACHMENT B**  
**CONSTRUCTION MANAGEMENT SERVICES TO BE PROVIDED BY THE**  
**ENGINEER**  
**TxDOT CSJ NO.: 0318ADDON**

A. Construction Phase

After written authorization to proceed with the Construction Phase, Engineer shall:

1. Conduct a Pre-Construction conference with representatives of the Agent, the Sponsor, the contractor(s) and other interested parties. The Engineer shall prepare and distribute a record of the Pre-Construction conference to the attendees within 48 hours after the Pre-Construction meeting. For projects involving the placement of any paving, the Engineer shall present to the contractor and discuss at the Pre-Construction meeting an agenda or checklist of items which will be addressed during the Pre-Paving conference.

2. Conduct at least one meeting, and others as deemed necessary by the Sponsor and / or Agent, with airport users, the contractor, and the Sponsor to explain the construction project, explain the Construction Management Plan, delineate lines of authority, review the construction Phasing and Safety Plan, and explain any pertinent issues that might affect the project.

3. Perform the necessary field surveys for establishing horizontal and vertical controls for the use of the contractor(s) during performance of the construction. Perform the necessary field surveys to verify, e.g., design elevations of top of flexible base, top of final pavement surfaces, inlet grate elevations, flowlines, and foundations of navigation aids such as PAPI installations, etc., as required by the project scope.

4. Make visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor (s) work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Agreement Documents and Engineer shall keep Agent informed of the progress of the work. The Engineer shall endeavor to protect the Agent and Sponsor against defects and deficiencies in the work of the contractor(s); however, it is understood that the Engineer cannot guarantee the performance of the contractor, nor is the Engineer responsible for the actual supervision of the construction operations or for any safety measures the contractor(s) takes or should take. The Engineer shall submit to the Agent and Sponsor a monthly summary narrative of the state of project completion including a schedule and explanation of schedule deviations.

5. Consult with and advise the Agent, issue all instructions to the contractor(s) as may be requested by the Agent and prepare change orders and provide necessary documentation for supplemental Agreements as required.

6. Conduct a Pre-Paving meeting prior to the test strip, which involves the Sponsor, Agent, contractor, RPR and testing lab; and which clarifies all paving specification requirements and procedures. The Pre-Paving meeting shall be conducted within 24 hours of the test strip construction.

7. Review: (a) samples; (b) catalog data; (c) schedules; (d) shop drawings; (e) laboratory, shop, and mill tests of materials and equipment; and, other data submitted by the contractor. Such reviews will be only for conformance with the design concept of the Project and compliance with the information given in the Agreement documents. The Engineer shall provide one copy of the documents with review comments to the Agent. The Engineer shall submit to the Agent a current, cumulative weekly submittal log showing all submittals, actions on submittals, and pertinent dates.

8. Prepare and/or verify any periodic and final estimates for payments to the contractor(s), and furnish the Agent with any necessary certifications as to payments to contractors and suppliers.

9. Conduct, after all work on all contract items is complete and in the company of the Sponsor, Agent, and Contractor, a final inspection of the Project for conformance with the design concept of the Project and compliance with the Agreement documents, and approve, in writing, final acceptance of the project. The Engineer shall prepare and distribute copies of the findings to the Sponsor, Agent, and the Contractor.

10. Provide the Agent and Sponsor a written summary of the project activities documenting deviations from the original project schedule.

11. Furnish the Agent all original field books and inspection diaries prior to the end of the Construction Phase.

B. Closeout Phase

During the Closeout Phase, the Engineer Shall:

1. Provide Agent with a signed and sealed Final Testing Report and Quality Control Report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard and the actions(s) taken. The report shall include any pay reduction applied and reasons for accepting any out-of-tolerance material.

2. Prepare and submit to the Agent two sets of reproducible record drawings on Mylars of 4 mil minimum thickness and 2 sets of prints showing those changes made during the construction process based on the marked-up prints, drawings and other data furnished by contractor(s) to Engineer and which Engineer considers significant.

3. Furnish Agent with 2 bound copies of all approved catalog cuts, warranties, maintenance data, parts lists, and names of equipment and materials suppliers.

4. Conduct an inspection of the Project prior to, and within 30 days of, the expiration of any warranty period, and advise the Agent of any recommended action to be taken under the terms of any warranty.

5. The Engineer shall submit only one pay request for closeout phase upon completion of all tasks associated with closeout.

**ATTACHMENT C**  
**DUTIES, RESPONSIBILITIES AND LIMITATIONS**  
**OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE**  
**TxDOT CSJ NO.: 0318ADDON**

A. General.

The Resident Project Representative (RPR), as the Engineer's agent, will act as directed by and under the supervision of the Engineer, and will confer with the Engineer regarding RPR's actions. The Resident Project Representative's dealings in matters pertaining to the on-site work shall in general be with the Engineer, Agent's Construction Manager and Contractor, keeping the Sponsor advised as necessary. Dealings with the subcontractors shall only be through or with the full knowledge of the Contractor.

B. Duties and Responsibilities.

Resident Project Representative will:

1. **Conferences.** Attend preconstruction conference. Arrange and conduct a schedule of progress/coordination meetings and other job conferences as required in consultation with the Engineer and notify in advance the Agent's Construction Manager, Sponsor's Representative, Contractor and others that will be expected to attend. Record, maintain and circulate copies of minutes to all attendees.
2. **Schedules.** Review the progress schedule, schedule of submittals and schedule of values prepared by the Contractor and consult with the Engineer concerning their acceptability.
3. **Liaison.**
  - a. Serve as the Engineer's liaison with the contractor superintendent and assist the superintendent in understanding the intent of the Contract Documents. Assist the Engineer in serving as the Sponsor's liaison with the Contractor when the Contractor's operations affect the Sponsor's on-site operations.
  - b. As requested by the Engineer, assist in obtaining from the Agent's Construction Manager additional details or information, when requested at the job site for proper execution of the work.
4. **Submittals.**
  - a. Receive and record date of receipt of all required Submittals, receive all samples which are furnished at the site by the Contractor, and notify the Engineer of their availability for examination.



b. Advise the Engineer and Contractor prior to the commencement of any work requiring a Submittal that has not yet been approved by the Engineer.

5. Review of Work, Rejection of Defective Work, Inspection and Tests.

a. Conduct on-site observations of the work in progress to assist the Engineer in determining if the work is proceeding on schedule and in accordance with the Contract Documents and whether completed work will conform to same.

b. Report immediately to the Engineer and Agent's Construction Manager whenever the RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or that has been damaged prior to final acceptance; promptly advise the Engineer and Agent's Construction Manager when the RPR believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating/maintenance procedures are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record (in the Daily Diary) and report to the Engineer and Agent's Construction Manager appropriate details relative to the test procedures and startups.

d. Accompany visitors representing public and other agencies having jurisdiction over the Project, record (in the Daily Diary) the outcome of these inspections.

6. Interpretation of Contract Documents. Transmit to Contractor the Engineer's clarification and interpretations of the Contract Documents.

7. Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer and Agent's Construction Manager.

8. Records.

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Submittals and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract Documents, Daily Progress Reports, test reports and other project related documents.

b. Keep a Daily Diary, recording hours on job site (include RPR's), weather conditions, work force, equipment in use and idle, data relative to questions of extras or deductions, list of visitors, daily activities, decisions, observations in general and specific

observations in more detail as in the case of observing test procedures. Send copies to the Engineer and Agent's Construction Manager on a weekly basis.

c. Maintain on a current basis a set of project drawings marked to show the work as actually constructed and assist the Engineer in the preparation of Record Drawings from the information on these marked drawings.

d. Record names, addresses and telephone numbers of all Contractors, subcontractors, testing laboratories and major suppliers of materials and equipment.

9. Report.

a. Furnish weekly construction reports to the Engineer and Agent's Construction Manager in the form of copies from the Daily Diary (provided by Agent) on a weekly basis.

b. Notify the Engineer and Agent's Construction Manager of deficiencies in the Contractor's compliance with the approved progress schedule and/or schedule of Submittals.

c. Consult with the Engineer and notify the Agent's Construction Manager in advance of scheduled major tests, inspection or start of important phases of the work.

d. Report immediately to the Engineer and Agent upon the occurrence of any accident.

e. Report immediately to the Engineer and Agent's Construction Manager any tests or inspections not in compliance with the Contract Documents.

10. Payment Requests: Review and approve Contractor pay requests for compliance. Forward them with recommendations to TxDOT and copy to the Engineer, noting particularly quantities, work completed, and materials and equipment delivered at the site but not incorporated in the work.

11. Wage Rates. Wage Rates. Review the Contractor's certified payroll and determine whether the Contractor is compensating employees in accordance with the wage rates contained in the Contract Documents and stated in the certified payroll. Submit certified payroll to Agent with weekly construction reports. Interview the Contractor's employees and determine whether the Contractor is compensating employees in accordance with the wage rates contained in the Contract Documents. Document interviews in the Daily Diary.

12. Submittals of Certificates, Maintenance and Operation Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other Submittal data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to Engineer for his review and forwarding to the

Agent prior to final acceptance of the work.

13. Completion. Conduct the final (or partial if applicable) construction inspection in accordance with Section 50 in the general provisions of the project specifications, in the company of the Engineer, Agent, Sponsor, Contractor and other interested parties.

C. Limitations of Authority.

Except upon written instructions from the Engineer and with the Agent's concurrence, the Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on the Engineer's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent to expedite the work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the work.
6. Shall not authorize the Sponsor to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests.

**ATTACHMENT D**  
**MATERIALS TESTING LABORATORY SERVICES**  
**TxDOT CSJ NO. : 0318ADDON**

1. The Engineer shall submit, in writing, the name of the Laboratory for the Project to the Agent for approval.
2. The services of the Laboratory shall be performed in accordance with the basic requirements of ASTM E 329, "Recommended Practice for Inspection and Testing Agencies," ASTM C 1077, Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation, and ASTM D 3666, Standard Practice for Evaluating and Qualifying Agencies Testing and Inspecting Bituminous Paving Materials as published by the American Society of Testing Materials.
3. The Engineer shall promptly submit to the Agent formal reports from the Laboratory of all tests and inspections indicating, where applicable, compliance with the Project Specifications or other contract documents. Such reports shall be complete and factual, citing the tests performed, methods employed, values obtained, project area involved, and other pertinent data. These reports shall be signed by a registered professional engineer with expertise in the area for which the report is made. The reports shall be distributed only as specifically designated by the Agent.
4. The Laboratory is not authorized to revoke, alter, relax, enlarge or release any requirements of the project specifications or other contract documents or to approve or accept any portion of the work. The Laboratory does not have the right of rejection or the right to stop the work, except for such reasonable periods as may be required to conduct the sampling, testing or inspection operations.
5. The Laboratory shall report immediately to the Engineer or Resident Project Representative, any materials tested or inspected, which do not comply with the project requirements. The Engineer shall then, within the same working day, notify the Agent's Construction Manager.
6. The Laboratory or its representative shall not act as foreman or perform other duties for the Contractor.
7. Quality control testing shall be in accordance with the approved Construction Management Program (Testing Plan).

**ATTACHMENT E  
WORK SCHEDULE  
TxDOT CSJ NO.: 0318ADDON**

**Construction Phase**

**As needed**

**Closeout Phase**

**45 Calendar days**

**ATTACHMENT F**  
**ADDITIONAL SERVICES TO BE PROVIDED BY THE ENGINEER**  
**TxDOT CSJ NO.: 0318ADDON**

If authorized by supplemental Agreement by Agent, Engineer shall furnish or obtain from others additional services of the types listed hereinafter. These services are not included as part of the Construction Management Services to be Provided by the Engineer. Compensation for additional services will be in addition to compensation for services performed under Section 1 - Scope of Services.

1. Boundary, land, and right-of-way surveys, establishment of monuments; and, related office computations and drafting.
2. Preparation of property or easement descriptions and related drawings.
3. Assistance to the Agent and Sponsor as an expert witness in any litigation with third parties arising from the development or construction of the project.
4. Appearance before regulatory agencies.
5. Preparation of Environmental Impact Assessment Reports and assistance to the Agent in preparing for and attending public hearings.
6. Detailed mill, shop, and/or laboratory inspections of materials or equipment.
7. Additional copies of reports, plans, specifications, and documents above the number specified to be furnished under the Construction Management Services.
8. Travel and subsistence for the Engineer and Engineer's staff beyond that normally required under the Construction Management Services, when authorized by the Agent.
9. Preparation of operating instructions and manuals for facilities and training of personnel in the operation of the facilities.
10. During the construction phase, actual performance of soil materials, foundation investigations, and pavement mix designs, including field and laboratory tests, borings, related engineering analyses, and recommendations necessary for quality control.
11. Preparation of a updated Airport Layout Plan.
12. Any other services required for the project, authorized in writing by the Agent, and not otherwise provided for in this Agreement.

**ATTACHMENT G**  
**LUMP SUM FEE DISTRIBUTION TO THE ENGINEER**  
**TxDOT CSJ NO.: 0318ADDON**

Subject to the limitations of Section 5 and other provisions of this Agreement the lump sum fee for Construction Management Services as provided under Section 5 - Payments to the Engineer shall be distributed on the basis of the following fees of the total lump sum fee for the phases of the Project.

<b>Phase</b>		<b>Fee by Phase</b>
Construction Phase		\$14,280.00
Closeout Phase		\$ 3,448.00
RPR Fee	1333 hours @ \$45.00 p/h	\$60,000.00
Testing Fee (not lump sum)		\$15,000.00

**ATTACHMENT H  
SPECIAL PROVISION  
CONTRACTOR CONTRACTUAL REQUIREMENTS  
TITLE VI ASSURANCES  
TxDOT CSJ NO.: 0318ADDON**

During the performance of this Agreement, the contractor, for himself, its assignees and successors in interest (hereinafter referred to as the "contractor" agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities, as may be determined by the Agent or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Agent shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the Agreement until the contractor complies, and/or

(b) cancellation, termination, or suspension of the Agreement, in whole or in part.



6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Agent or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Agent to enter into such litigation to protect the interests of the Agent and Sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**ATTACHMENT I**  
**DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES**  
**TxDOT CSJ NO.: 0318ADDON**

1. POLICY. It is the policy of the United States Department of Transportation (DOT) that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

2. DBE OBLIGATIONS. The contractor will offer DBEs, as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, all contractors will make a good faith effort in accordance with 49 CFR Part 26 to meet the contract DBE goal. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this provision shall be physically included in any subcontract.

3. PROJECT DBE PARTICIPATION GOAL AND GOOD FAITH EFFORT. The bidder/proposer shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract 12 percent of the dollar value of the prime contract to DBEs. A bidder for this solicitation that qualifies as a DBE, may receive credit toward the DBE goal for work performed by his/her own forces and work subcontracted to DBEs. The DBE bidder must report any subcontracts to non-DBEs. The apparent successful competitor will be required to submit information concerning the DBE(s) that will participate in the contract. Eligible DBEs are firms certified as such by the Department in accordance with 49 CFR Part 26. The information will include: (1) the name and address of each DBE; (2) a description of the work to be performed by each named firm; and (3) the dollar value of the work of the contract. If the bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered nonresponsive. If the Director of Aviation determines that the apparent successful competitor has failed to meet the good faith effort requirements, they will be given an opportunity for reconsideration by the Director of the Construction Division.

4. Counting DBE Participation Toward Meeting the Goals. The Texas Department of Transportation through the Division of Aviation, hereinafter called the "Agent," will count DBE participation toward the goals in accordance with the guidelines outlined below.

a. Once a firm is determined to be an eligible DBE under 49 CFR Part 26, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. An eligible DBE is defined for this program as one that is currently certified by the Texas Department of

Transportation.

b. The Agent and its contractors will count toward the DBE goals a portion of the total dollar value of a contract with a certified DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

c. Only expenditures to the DBE that performs a commercially useful function in the work of a contract will be counted toward the DBE goals. A DBE is considered to perform a commercially useful function when it is responsible for execution of the work of the contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Agent and its contractors will evaluate the amount of work subcontracted, industry practices, and other relevant factors. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

d. Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to the Agent to rebut this presumption.

e. The Agent and its contractors will count toward the DBE goals 60 percent of expenditures for materials and supplies required under a contract and obtained from a DBE regular dealer, and 100 percent of such expenditures obtained from a DBE manufacturer.

f. For purposes of this DBE program, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. Brokers, packagers, manufacturers' representatives or persons who arrange or expedite transactions shall not be regarded as manufacturers.

g. For purposes of this DBE program, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established regular business that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment for the product. Brokers, packagers, manufacturers' representatives or other persons who arrange or expedite transactions shall not be regarded as regular dealers. Any supplementing of regular dealers own distribution equipment shall be by a long-term lease Agreement and not on an adhoc or contract-by-contract basis.

h. The Agent and its contractors may count toward the DBE goals the following expenditures to DBE firms that are not manufacturers or regular dealers provided that the fee or

commission is determined by the Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services:

(1) The fees or commissions charged by a DBE for providing a bona fide service, such as professional, technical, consultant or managerial services, and assistance in the procurement of materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(2) The fees charged for delivery of material and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a regular dealer in the materials and supplies.

(3) The fees or commission charged for providing any bonds or insurance specifically required for the performance of the contract.

5. CONDITIONAL AWARD. If the successful bidder for a federal-aid contract is determined to be acceptable, the Agent will conditionally award the contract. The condition of the award is that within 14 days after the date of the award, the bidder must furnish to the Agent names and addresses of the DBE subcontractors that are proposed to be used, a description of the work each subcontractor is to perform, the dollar value of each proposed subcontract, and a tentative Agreement for each DBE firm submitted, signed by an officer of the contractor and an officer of the proposed DBE firm. A contractor who does not meet the contract goal, in whole or in part, must submit within the 14 days, documentation showing the steps taken to obtain DBE participation ("Good Faith Effort").

Such documentation is to be submitted directly to the Agent's Grant Administrator. The Agent's Grant Administrator will evaluate the contractor's documented efforts and will determine whether or not they constitute compliance with the contract DBE requirements and are acceptable. Should the bidder to whom the contract is conditionally awarded refuse, neglect or fail to meet the goals or furnish acceptable documentation, the bid bond filed with the bid may become the property of the State, not as a penalty, but as liquidated damages to the Agent.

6. CONDITIONAL ACCEPTANCE OF PROPOSAL. If the successful proposer for a federal-aid professional services contract is determined to be acceptable, the Agent will conditionally accept the proposal. The condition of the acceptance is that prior to the execution of a professional services contract, the proposer must furnish to the Agent names and addresses of the DBE subcontractors that are intended to be used, a description of the work each subcontractor is to perform, the dollar value of each proposed subcontract, and a tentative Agreement for each DBE firm submitted, signed by an officer of the contractor and an officer of the proposed DBE firm. A professional service provider who does not meet the contract goal, in whole or in part, must submit prior to execution of the contract, documentation showing the good faith efforts made to meet the DBE goal.

Such documentation is to be submitted directly to the Aviation Division. TxDOT's Aviation Division will evaluate the professional service provider's documented efforts and will determine

whether or not they constitute compliance with the contract DBE requirements and are acceptable. If the Director of the Aviation Division determines that the professional service provider has failed to meet the good faith effort requirements, the professional service provider will be given an opportunity for reconsideration by the Director of the Construction Division. Should the professional service provider whose proposal has been conditionally accepted refuse, neglect or fail to make a good faith effort to meet the goals or furnish acceptable documentation, the Agent may then conditionally accept the proposal of the second selected proposer.

7. REQUIRED REPORTING OF DBE PARTICIPATION. The contractor shall submit on a monthly basis reports of DBE participation to meet the goal and for race-neutral DBE participation, and submit a final report on the completion of the project. Only actual payments made to DBEs are to be reported. Reports for race-neutral DBE participation on contracts with no DBE goal are required.

8. SANCTIONS FOR NONCOMPLIANCE. In the event of the contractor's noncompliance with the DBE requirements of this contract, the Agent may impose one or more of the following contract sanctions :

- a. cancellation, termination or suspension of the contract, in whole or in part, and/or
- b. withholding of payments to the contractor under the contract until the contractor complies, and/or
- c. other remedies as FAA or the Agent deems appropriate.

**ATTACHMENT J**  
**SCHEDULE OF MATERIALS TESTING COSTS**  
**TxDOT CSJ NO.: 0318ADDON**

See attached

SCHEDULE OF FEES  
MATERIALS TESTING SERVICES

Addison Airport  
Pavement Reconstruction of  
Apron 'A' & Hangers  
A, B, & C,

0318 ADDON

Soils - Fill, Backfill, and Pavement Sub grade:

- 50 hours Field Technician @ \$33.00/hr.....\$ 1,650.00  
Collect samples to perform laboratory tests including moisture/density Relationships, liquid and plastic limit, observe earthwork operations, and verify in place moisture and density.
- 160 each, Field Density Tests @ \$14.00/ea..... \$ 2,240.00
- 3 each, Moisture/Density Relationship @ \$120.00 /ea..... \$ 360.00
- 3 each, Liquid & Plastic Limit Tests @ \$35.00/ea..... \$ 105.00
- 1 each, Percent Passing #200 Sieve @ \$25.00/ea.....\$ 25.00

Lime Stabilization:

- 35 hours, Technician Time @ \$33.00/hr..... \$ 1,155.00  
Observing Lime Stabilization, confirming compliance with NT COG Specifications
- 20 Gradations 14.00/ea..... \$ 280.00
- 20 Lime Depth Check @ \$ 14.00/ea..... \$ 280.00

Cast-in-Place Concrete:

- 110 hours, Technician Time @ \$33.00/hr..... \$ 3,630.00  
Sample concrete, perform slump/air tests, cast test cylinders, verify batch and placement time's locations, record weather conditions and water added at site.
- 80 concrete Cylinders @ \$ 14.00/ea..... \$ 1,120.00  
Cure, test, and report strength at 7 and 28 days.
- 55 Concrete Beams @ \$ 20.00/ea..... \$ 1,100.00

Reinforcing Steel Inspection:

- 50 hours, Field Technician @ \$33.00/hr..... \$1,650.00  
Visually observe reinforcement placement immediately prior to concrete placement, Record steel condition and of forms.

2

**Mobilization:**

45 Trip Charge, @ \$15.00/hr ..... \$ 675.00

**Total Estimated Cost..... \$ 14,270.00**



**ATTACHMENT K  
CHILD SUPPORT STATEMENT  
FOR NEGOTIATED CONTRACTS AND GRANTS  
TxDOT CSJ NO.: 0318ADDON**

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

---

---

---

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment Agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 USC Section 601-617 and 651-669).

GSD, 10-95