

AIRPORT ENGINEER AVIATION DIVISION

Office Address 150 E. Riverside Onve 5th Floor, South Tower Austin, TX 78704 512/418-4533



Mailing Address 125 E. 11th Street Austin, TX 78701-2483 1-800-68-PILOT Fax 512/416-4510



AIRPORT PLANNER AVIATION DIVISION

Office Address 150 E. Riverside Drive 5th Floor, South Tower Austin, TX 78704 512/416-4543

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Richard J. Tietgens, PE

URS Greiner, Inc. 5971 Jefferson Boulevard, N.E. Suite 101 Albuquerque, New Mexico 87109 Telephone: (505) 345-3999 Facsimile: (505) 345-8393

Engineering & Architectural Services

City Project # 54200 Kurt Horn 972-248-7733 X104

#### facsimile TRANSMITTAL

to:

Jim Pierce / Town of Addison

**信** 条

(972) 450-2834

re:

Taxiway E Profile

date:

May 8, 1998

pages:

5, including this cover sheet.

As a follow-up to our discussion yesterday regarding the Taxiway E profile, we have developed four additional profile options which are attached for your review. Of these options, we recommend Option 2. Option 3 would also work but would require a slightly thinner overlay.

Please give me a call after you have had a chance to review these profiles.

Cestie Sagar

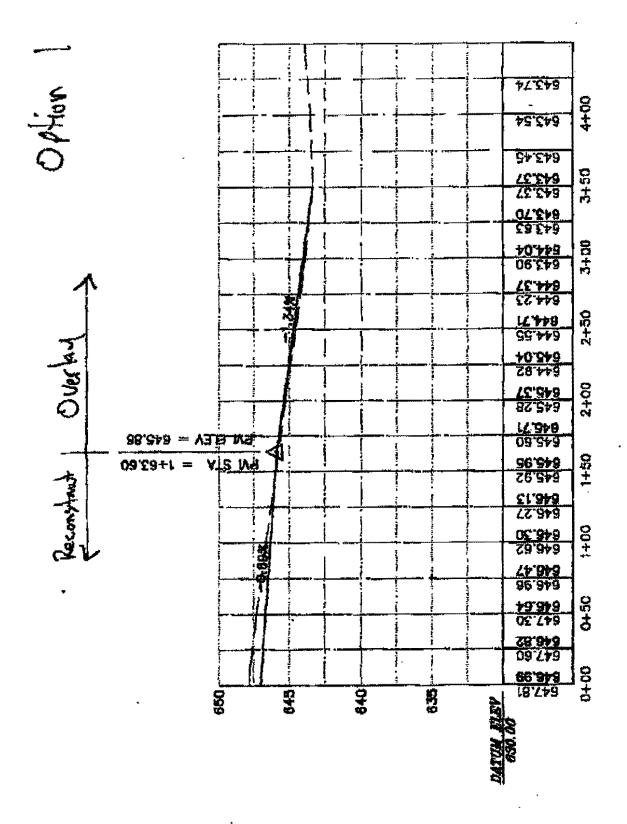
Option 2 looks good.

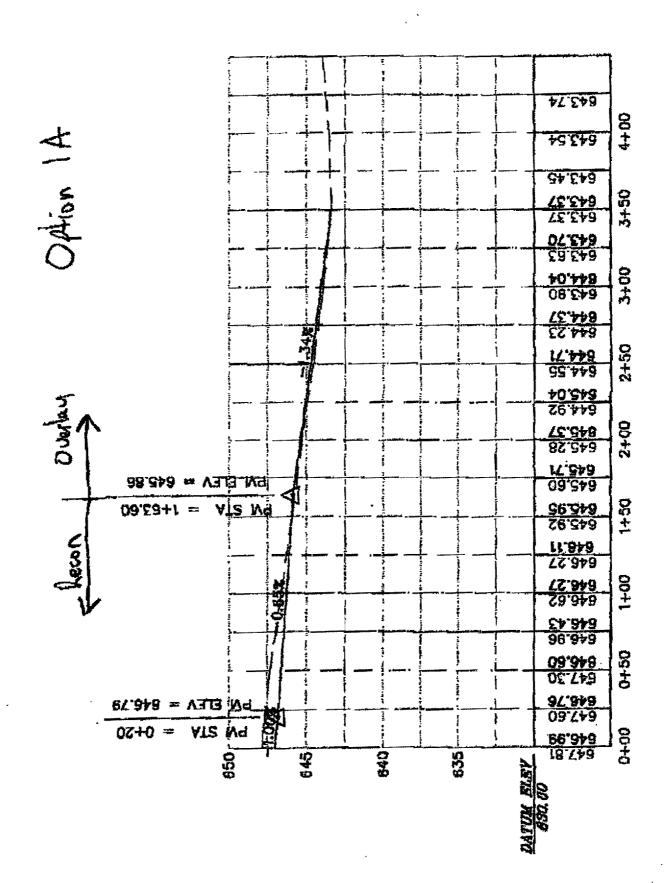
What about Zerr cross-slope on W. Side TW B? 5-12-98 can be corrected as per Listic

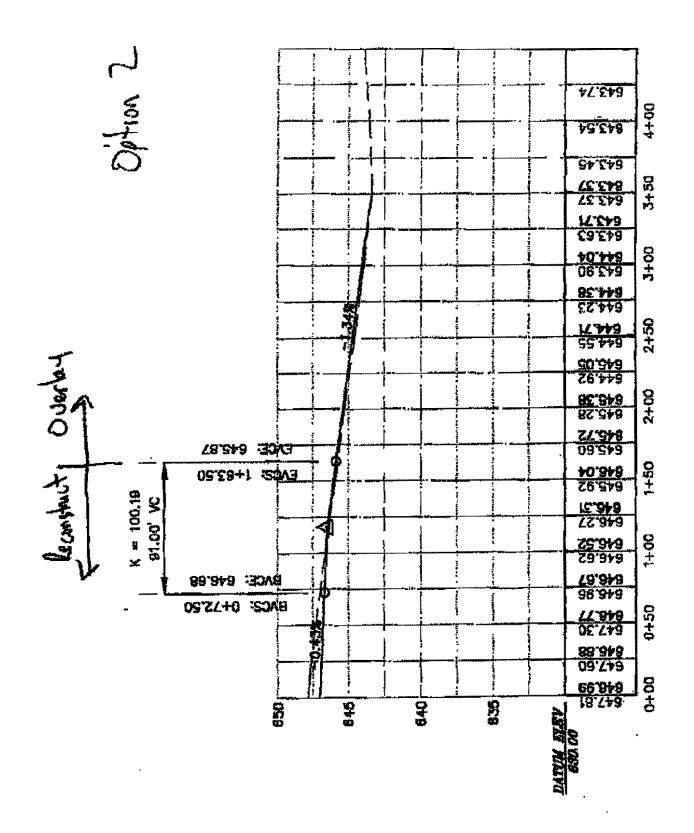
From the desk of...

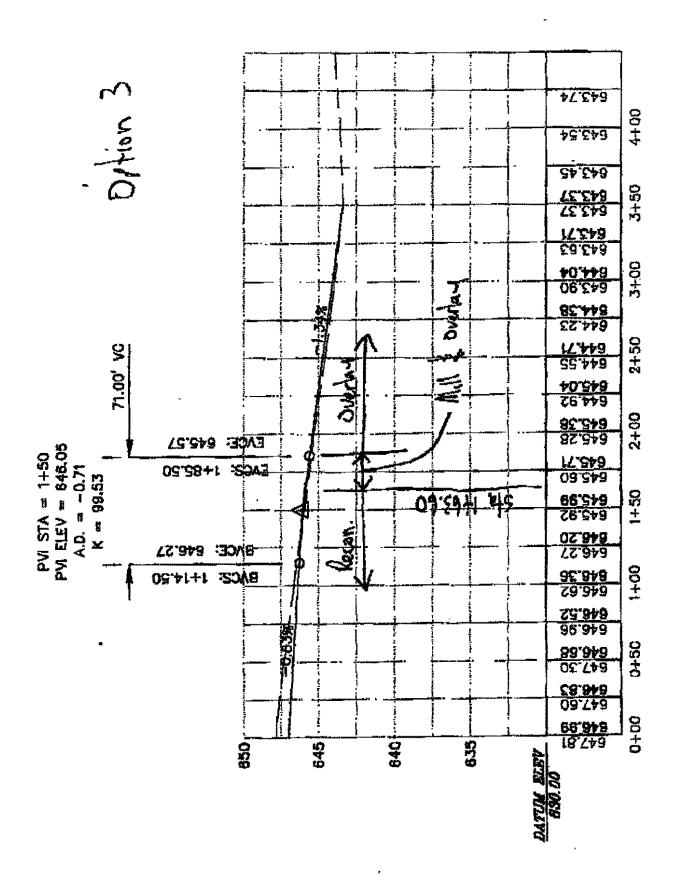
Leeke V. Sagar, P.E. Project Manager URS GREINER, INC. 4100 Amon Carter Blvd., Suite 108 Fort Worth, Texas 76165

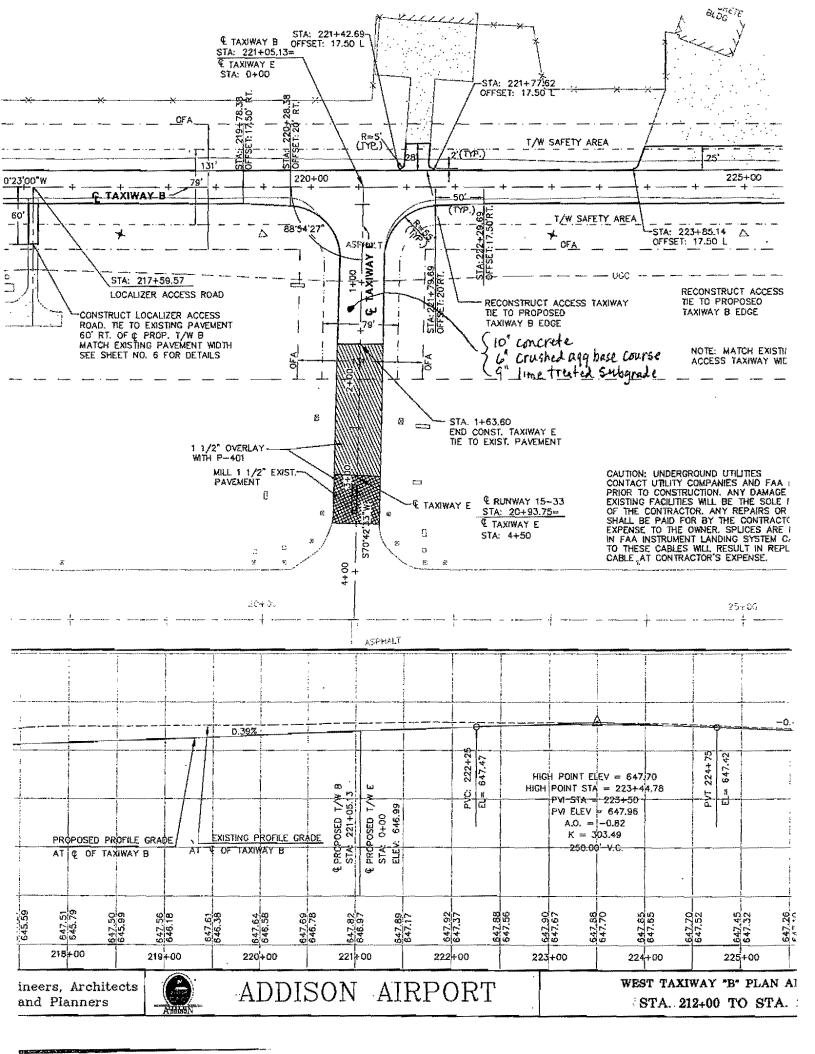
> (817) 645-0891 Facc (817) 545-0534











## Greiner

Greiner, Inc.

4100 Amon Carter Blvd., Suite 108 Fort Worth, Texas 76155 (817) 545-0891

FAX: (817) 545-0534

May 6, 1998

Mr. James Pierce, P.E. Assistant City Engineer Town of Addison PO Box 144 Addison, TX 75001 Johnreed to the thirty one this your fine your fine one one of the second of the se

Re: West Taxiway and Connectors with Drainage Improvements Taxiway E Profile and Cross-Slope

Dear Mr. Pierce:

In response to your request, we have reviewed the profile and cross-slope for Taxiway E relative to your concerns about water ponding on the taxiway at the location where there is a zero percent cross-slope due to the transition from a superelevated section to a crowned section. To alleviate your concern about the zero percent cross-slope, we have developed a revised profile for Taxiway E, copy attached, which maintains a 0.75% slope coming off of Taxiway B. The cross-slope on Taxiway E would continue to transition from superelevation at the intersection to a crowned section.

This revised profile for Taxiway E will require that the limits of the milling and overlay be moved from Station 1+63.60 to Station 2+13, which adds an additional 49 feet of taxiway requiring reconstruction, and correspondingly reduces the length of taxiway requiring milling and overlay. A preliminary estimate of the net construction cost associated with this revised profile is \$10,100.

Please let me know if you would like us to proceed with this profile revision and we will revise the grading, profile, and cross-section sheets accordingly.

If you have any questions or need further information, please do not hesitate to call.

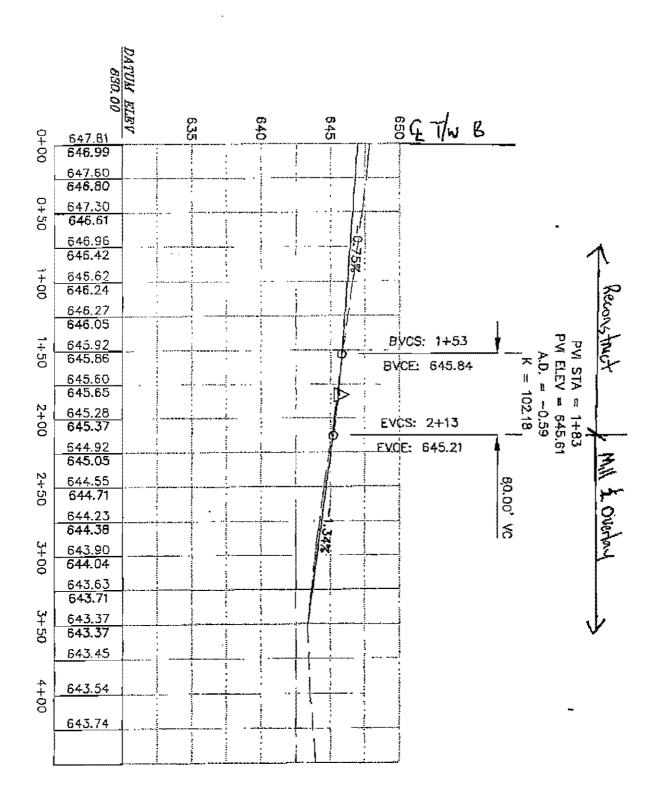
Sincerely,

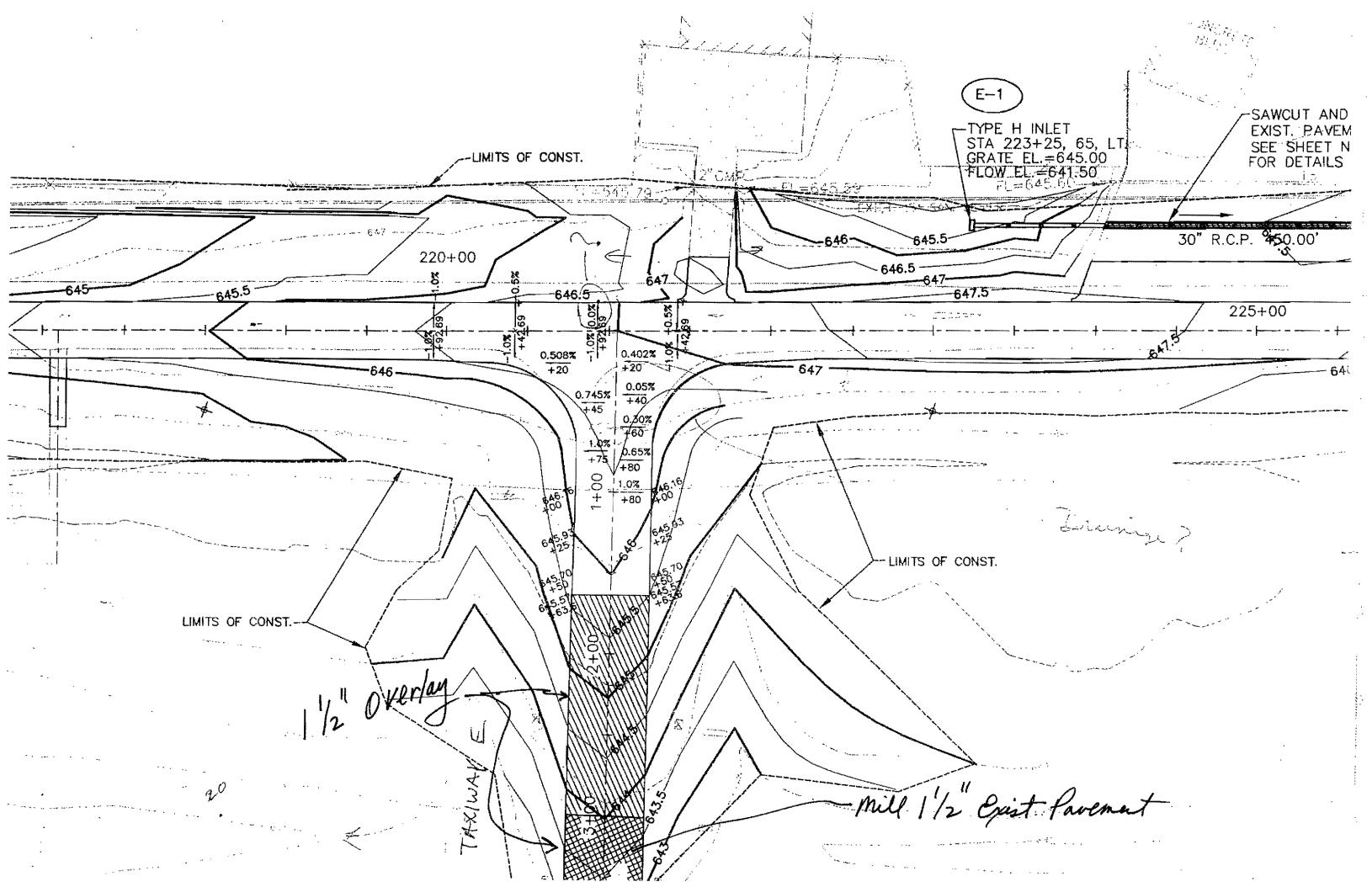
GREINER, INC.

Leslie Sagar, P.E. Project Manager

lestic V. Sagar

attachment





Jim Pierce

From:

Jim Pierce

Sent: To:

Tuesday, May 05, 1998 4:40 PM 'Leslie Sagar/URS Greiner (E-mail)'

Cc:

John Baumgartner

Subject: Profile of Taxiway E

In the process of reviewing your invoice no.3, I was reminded that on 12/5/97 I faxed you a comment about the profile of taxiway E and associated cross slopes. Please review my comments. My recollection of your response is that you would take a look at it; and later, it meets FAA specs. I am still not satisfied with 0.2% grades and zero cross slopes if they can be improved by tweaking the design, even if they do meet FAA specs. By my analysis, the grades can be improved. Before I approve your invoice, I would like your response in writing. Thanks, Jim.

# ADDISON

# **PUBLIC WORKS**

To: Jeslie S  Company: URS  FAX #: 817-5	5 Greiner	Assista: Phone:	C. Pierce,Jr.,P.E.,DEE nt City Engineer 972/450-2879 972/450-2837
Date: 12-5- Re: Wustsca	-97 Le Taxiway	16801 V P.O. Bo	Vestgrove x 144
# of pages (including	ig cover):	Addisor	n, TX 75001
Original in mail Comments:	Per your request	<b>A</b> FYI	Call me
Lun	If he out a	the offe	es Du 8-10
S-2 Cal	led Kasen	directe	and gave
her the	led Karen attached co	minents.	I wanted
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Airport Westside Taxiway 12-5-97
Teleon with Karen Griffin:

Le Spees:

We are Still not happy with

Seeding spee - Want Objecture clearly
Stated, include Item 168 vegetative watering
and call out minimum of 80% coverage & a

perm. Stand of gress.

3 concrete finishes are called out.

Any one will so be satisfactory as per Karen,

let contractor choose,

Sheet 2 - Project does not jump out. Toumed Sheet 13 - Show Tunnel Dooked (underground) Sheet 14 - Profile on Taxway E - has a flat spot 0-0,20% grade, This flat Spot also Shows up on Sheet 16, the Goding Plan - cross slope of 0.05%. Karen will look at this. Jet suggested a straight grade from the PVT & Station 1+63 to Station 10+00. This would appear to produce a grade of 1,170 Also, there is a 0% cross slope on Taxway B at this same location. Sheet ## 15, 16 \$17 - label Taxivay Sheet 17 Show Tunnel Daskel lines Sheet 20. Karen confirmed that no expansion joints and no reinforcing in Many of the concrete "panels" is standard practice. The only expansion joints are at the intersecting taxiways.

Sheet 22 Jefrequested compaction be shown on Detail No I. Karen stated it was covered in the specs. Sheet 25- Take Steps out of "Manhole with cast in place rise"

Jefain

#### **ALTERNATE NO. 4**

■ L-853 ELEVATED
RETROREFLECTIVE
EDGE MARKER

NOTE

ALTERNATE NO. 4 CONSISTS OF PLACING REFLECTIVE MARKERS IN LIEU OF L-861T EDGE LIGHTS

P.S. I found this mylar sticker in with)

the plans I have 50-I wonder if it

fell off your originals and did not get

printed. Thous upon theet 42 \$43

MODE = TRANSMISSION

START=12-05 01:48PM END=12-05 01:50PM

NO.

COM SPEED NO

STATION NAME/

PAGES

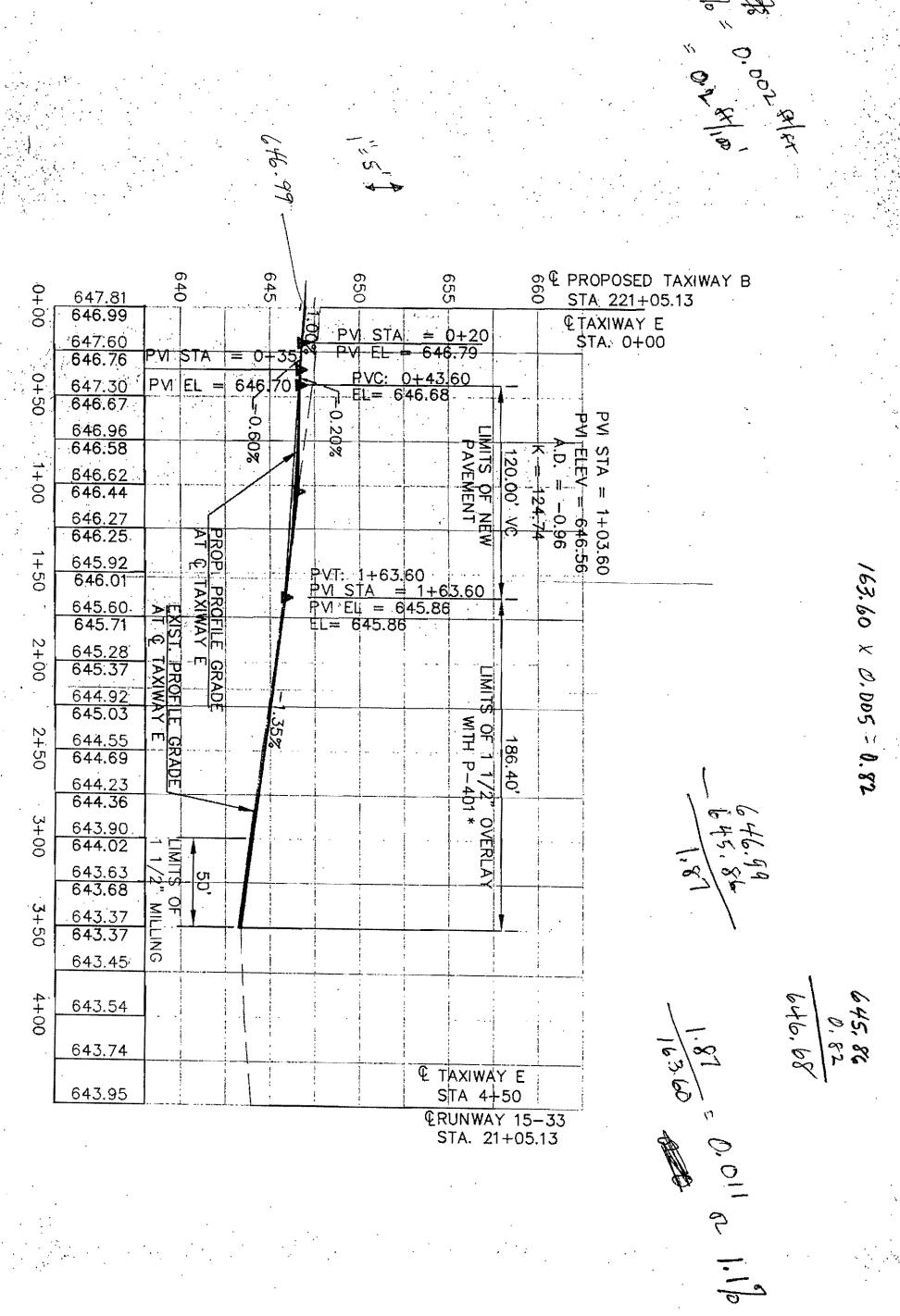
TELEPHONE NO.

001 OK 918175450534

003

-Addison Suc Ctr -Upstairs-

972 450 2834- \*\*\*\*\*\*\*\*\*\*



## **Greiner**

Greiner, Inc. 4100 Amon Carter Blvd., Suite 108 Fort Worth, Texas 76155 (817) 545-0891 FAX: (817) 545-0534

May 6, 1998

Mr. James Pierce, P.E. Assistant City Engineer Town of Addison PO Box 144 Addison, TX 75001

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Taxiway E Profile and Cross-Slope

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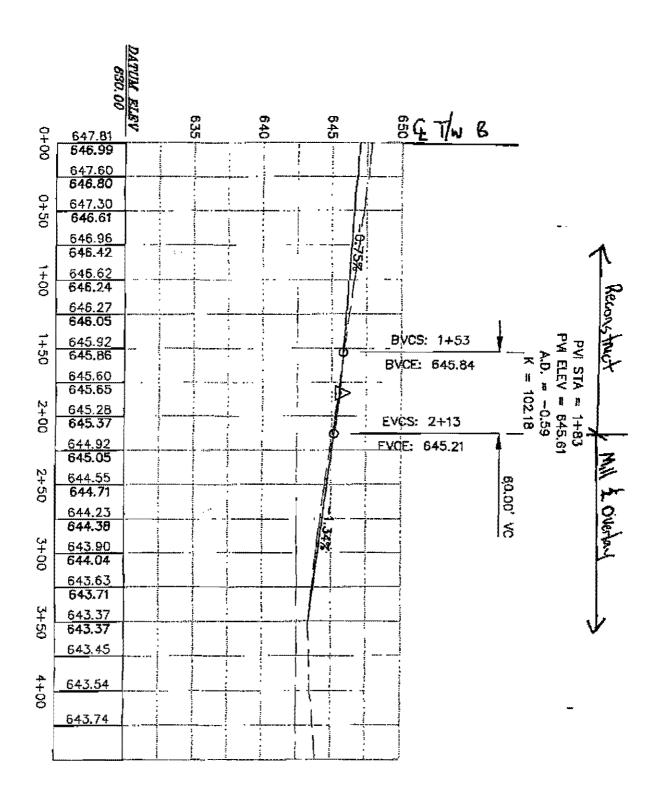
Sincerely,

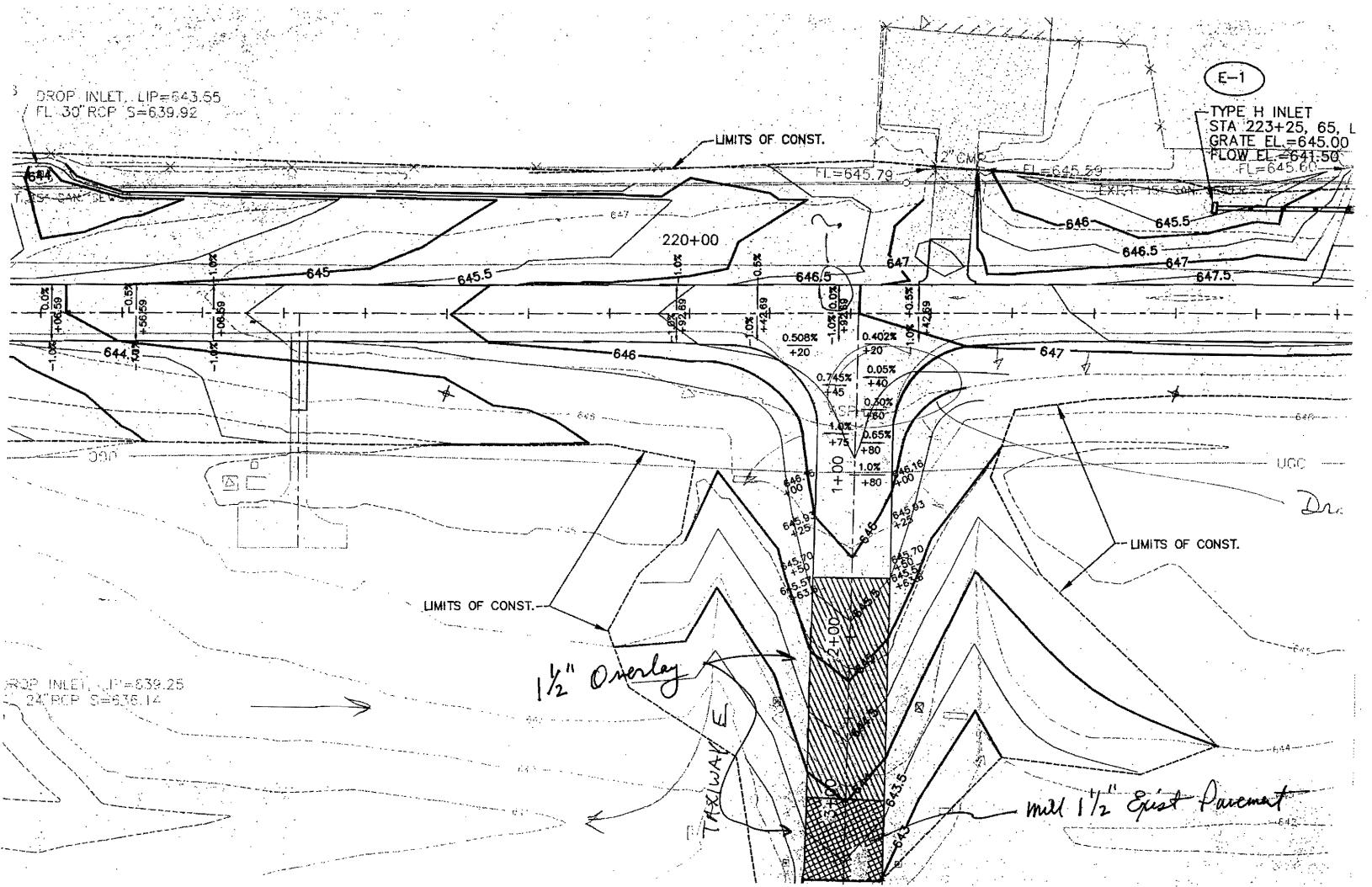
GREINER, INC.

Ceslie V. Sagar

Leslie Sagar, P.E. Project Manager

attachment





Thomas I many N I m	E200034 20	
. Project No.	F703024 70	

#### SUPPLEMENTAL AGREEMENT NO. 7

REQUESTED BY:	Town of Addison	DATE: September 18, 1997
CLIENT:	Town of Addison	REFERENCE GREINER JOB NO.: E708024.70
To confirm your aut Greiner will furnish		existing Supplemental Agreement No. 6 datedDecember 29, 1994
Professional service	s related to the West Taxiway and Connectors Project	(South Segment) at Addison Airport pursuant to Exhibit A attached.
	2. Client agrees to pay Greiner as compensation for	mount less the remaining balance available of \$ 22,591 brings the total contract its services on a monthly basis as invoices are submitted. One of the following
1-( ) 2-( ) 3-(x )	According to the hourly rate schedule attached and According to the provisions set forth for additional Lump sum fees for each Phase as follows:	
	Phase II - Update and Revise Final Plans Phase III - Construction Phase Services Phase IV - RPR Services / Acceptance Testing	\$ 11,200 \$ 43,700 \$ 117,550
4-( )	Other method as described in Attachment	\$ 172,450
	re anticipated to be completed within the Project Sch of Supplemental Agreement No. 6 dated <u>December 2</u>	
If the above meets woone copy to Greiner.	ith your approval, please sign in the appropriate space	e on both copies of this Authorization, retain one copy for your files, and return
Agreed to:		Agreed to:
Town of Addison (CLIENT'S NAME)		Greiner Southwest, Inc. (GREINER)
BY: Authorized Sig	nature	BY: David O. Kasten  Authorized Signature
Ron Whitehead Signer's Name	(Typed or Printed)	David O. Kasten, P.E. Signer's Name (Typed or Printed)
Date: 9-	23-97	Date: September 18,1997
Title: City Manager		Title: Manager, Dallas & Fort Worth Operations

Westside -Telien with 12-5-97 Feslie Prints delivered A Clyde His P.M. 25 full Size 2 reduced Sign 27 Sets Spees -Erg Report: Took out language about reeding a waiver Regulations are such this larguage could be tokenout Do we want by send a letter to TX Dot re making our runway obstruction less and a waiver is not needed. 12-12-97 Called Brue Elly & advised of the Pre Bid Conference Date & invited him to attend. I advised of Bid Date also-

Greiner, Inc.

4100 Amon Carter Blvd., Suite 108 Fort Worth, Texas 76155 (817) 545-0891

FAX: (817) 545-0534

December 3, 1997 E708024.80 SENT VIA FACSIMILE

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

Re: West Taxiway and Connectors with Drainage Improvements (South Segment)
Addison Airport

Dear Mr. Pierce:

In response to the comments which were received from the Town on Addison on November 18, 1997, we have revised the plans and specifications for the West Taxiway project. The finalized plans should have been delivered to you this morning for your review prior to our printing the 25 sets necessary for the bidding process. Unfortunately, I have just learned that there was a delay in finalizing the specifications. A complete set will be provided to you by tomorrow (Thursday) morning.

To assist you in your review of the finalized plans and specifications, a summary of the comments that we received on November 18 is attached along with a description of how the comment has been handled.

Please let me know when you have completed your review of the plans so that I may proceed with printing the 25 sets required.

Please let me know if you have any questions regarding the plans or the attached comment summary, or if I can be of further assistance.

Sincerely,

URS GREINER, INC.

lslie V. Jagar

Leslie V. Sagar, P.E.

Project Manager

attachment

# Addison Airport - West Taxiway and Connectors Response To Review Comments Received on November 18, 1997

The following is a summary of the review comments received on November 18, 1997 and a description of how these comments were handled.

#### Design Engineer's Report

1. The report makes several references to the fact that Taxiway E needs a waiver since it does not meet Part 77 requirements. What is the status of this?

The profile of Taxiway B/E is constrained by its proximity to hangar access driveways on the west. The profile cannot be significantly lowered without compromising access to these hangars. URS Greiner is still coordinating whether a waiver will be necessary from the FAA. Based on discussionsBill Flanagan and Tami Buch of the FAA's Southwest Regional Office on December 1, 1997, all that is required is a letter to TxDOT advising them of the conflict with Part 77. URS Greiner will prepare a draft letter to TxDOT for the Town of Addison.

2. The pavement design calculation performed by Tracy Terrill needs to be checked and the "checked by" block needs to be initialed.

The pavement design has been checked and initialed.

3. A date needs to be placed on the Engineer's Estimate.

A date has been placed on the Engineer's estimate.

#### **Specifications**

1. There were several pages missing and out of order in section 1.

All pages are now present and in order.

2. Page 1.1 currently states that URSG will distribute the plans for \$65. Is this what the town wants to do?

Page 1.1 has been revised (per Clyde Johnson) to allow the Town to distribute the documents free of charge.

3. Amounts need to be specified for insurance.

GP 70-11 contains required amounts of insurance.

4. There was no spec for trench excavation.

A specification "TxDOT 402-1 - Trench Excavation Protection" has been added which refers to TxDOT 402-1. Trenching construction methods are covered in D-701.

5. An application rate and depth of stablization needs to be specified,

An application rate of 6% lime has been specified. The actual amount of lime will be based on the unit weight of the soil (to be determined on-site). The depth of application appears in the typical sections presented in the plans.

6. The Town prefers to use a TxDOT spec for seeding and mulching.

A specification has been added "TxDOT 164 - Seeding and Erosion control" which refers to TxDOT 164 and specifies grasses from the Urban - Dallas selection.

7. Where are the qualifications of the testing lab specified?

GP 100-07 has been modified to require the Contractor's quality control material testing to be done by a lab that meets ASTM E-329 criteria.

#### **Plans**

1. Need to use the current ALP.

Drawing 2 now shows the current ALP (1997).

2. The Town prefers to use #3 bar in lieu of the welded wire fabric.

The plan now calls for #3 bar only.

3. The Town would like to use high early strength concrete.

We do not feel that high early strength concrete (Type III cement) would be beneficial to the project for the following reasons:

a. The reduction in closure time would be 1 day at most.

- b. The timing of green saw-cutting is a crucial element in concrete paving. A fast setting concrete could make timely saw-cutting much more difficult and lead to cracking.
- c. Type III cement lacks properties which help to minimize aggregate reactivity and expansion.
- 4. Is the phasing adequate? Will it provide access to the tenants on the far south side?

The phasing plan calls for three phases which will enable tenants in the far north and far south to access the runway at all times. We have spoken with Curt Horn/AATI and feel that we have addressed his concerns over access.

5. Jim would like to see the phasing plan at the same scale as what is shown on Drawing 12 (50 scale).

We feel it is important to have all of the phasing and surrounding areas on the same sheet so that their relationships can be seen. Therefore it would be impractical to show the phasing at 50 scale on several sheets. We have increased the scale from 1"=400' to 1"=300' and added station callout to the phasing plans to make them clearer.

6. The tunnel location needs to be shown.

The tunnel has been added to the Plan and Profile sheet.

7. Should there be additional expansion joints in the pavement.

No. We do not feel it is necessary to provide expansion joints at locations other than intersections.

8. The demolition plan needs to be phased.

The demolition plan has been phased.

9. There needs to be a numbering system for the access ramps. No typical section was provided for these.

The numbering system appears on Drawing No. 5. The typical section appears on Drawing Nos. 6 and 7.

10. The Town would like to see arrows denoting direction of flow.

The flow arrows appear on Drawing Nos. 15-18.

11. The plans need to be resealed.

The final plans have been resealed.

12. Please check the inlet cover detail.

This detail is a standard TxDOT detail. The actual gap between the wall and grate is 2".

13. AATI has asked that if taxiway lighting is not provided that reflectors be installed.

We have created an Alternate No. 4 which provides blue elevated taxiway edge markers. This Alternate could be chosen if lights are not put in.

14. Need to provide lead off lines to the hangar connectors.

Lead off lines to the hangar connectors have been added to the marking plan.

15. Need ILS Critical Area signs and marking.

ILS hold lines have been added to T/W B and the hangar connectors at the ILS critical area boundary. Signs have been added at the north and south ends of the critical area on T/W B.



5971 Jefferson NE Suite 101 Albuquerque, NM 87109 Phone: (505) 345-3999 FAX: (505) 345-8393

#### **LETTER OF TRANSMITTAL**

TO:		Jim Pierce Town of Addison 16801 Westgrove Drive Addison, TX 75001-0144		
DATE	:	December 3, 1997		
SUBJECT:		ADDISON AIRPORT WEST TAXIWAY IMPROVEMENTS		
REFE	RENCE:	E708024.80 (Please refer to this number in all correspondence)		
Attach	ned, plea	ase find:		
	1 - Prel 1 - Fina	al Construction Documents liminaryConstruction Documents (JP markup set) al Engineer's Report with Estimate of Construction Cost. liminary Engineer's Report (JP markup set)		
For:		Review and approval		
		Signature and return		
		Appropriate action		
	X	As requested		
		For your information		
Remai	rks:			
Sincer	ely,			
URS	Greiner	r, Inc.		
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P:\DOCS\P	IERCE2.TRN			
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# リ し し し

To: Jim Pierce	URS Grein 4190 Amon Carter Blvd., Suite 108
Firm: Town of Addison	Fort Worth, Texas 76155
Fax #:	Telephone: (817) 545-0891 Fax: (817) 545-0534
From: Leslie Sagar	Date: 12/3/97
Subject:	Page I of: 6
Memo:	
00 11 1	D-11-
Please see the attached	XIMEN.
	3
	2
cc:	3



Greiner, Inc. 4100 Amon Carter Blvd., Suite 108 Fort Worth, Texas 76155 (817) 545-0891 FAX: (817) 545-0534

December 3, 1997 E708024.80 SENT VIA FACSIMILE

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Re Westside Tapaway Sohn -I have a neuting @ 10:30 Am Friday, here, to receive comments from Kurt Horn on Westside Tax, way. current Schedule: 28th First Advertisement Friday Nov 12th Second 11 Friday Dec 165 the Bid Meeting Tuesday Dec 15th '98 Opm Bido Thursday Jan Diviously we can't meet this saledale since I do not have all of the comments yet. Consultant will need 2 weeks minimum. Still need comments from you And Bruce / Robin, (Robin Was said he proba Bruce\_



### LETTER OF TRANSMITTAL

ADDICONI		DATE 11-5-97	JOB NO.	
Public Works / Engineering		ATTENTION Kurt Horn		
		RE:	740,00	
16801 Westgrove • P.O. Box 144		West To	exiway Improvement	
Addison, Texas 75001 Telephone: [214] 450-2871 • Fax: (	2141 931-6643	WEST 15	throng sangrovemm	
A -	- · · · · · · · · · · · · · · · · · · ·			
TO AATI	_			
	i Chennaut			
	248			
	70			
GENTLEMAN: WE ARE SENDING YOU	I MAttached □ U	nder senarate cover via	the following items:	
☐ Shop Drawings	•	lans     Samples	•	
☐ Copy of letter			-	
COPIES DATE NO.		DESCRIPTION		
	Design Enginer	ers Keput		
	Specification	3		
	Plans	100000000000000000000000000000000000000		
			***************************************	
THESE ARE TRANSMITTED	as checked helow:			
☐ For approval	☐ Approved as submitted	☐ Resubmit	copies for approval	
☐ For your use	□ Approved as noted	☐ Submit	copies for distribution	
☐ As requested	☐ Returned for corrections	□ Return		
For review and comment			JRNED AFTER LOAN TO US	
☐ FOR BIDS DUE	19	□ PRINTS RET	JRNED AFTER LOAN TO US	
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SIGNED:

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



5971 Jefferson NE Suite 101 Albuquerque, NM 87109 Phone: (505) 345-3999 FAX: (505) 345-8393

## LETTER OF TRANSMITTAL

cc:

	<u> </u>	ZI IIIAKOMI IAL
TO:		Jim Pierce Town of Addison 16801 Westgrove Drive Addison, TX 75001-0144
DATE	; ;	November 1, 1997
SUBJ	ECT:	ADDISON AIRPORT WEST TAXIWAY IMPROVEMENTS
REFE	RENCE:	E708024.80 (Please refer to this number in all correspondence)
Attacl	ned, plea	se find:
	4 - Prel	X 34" Preliminary Plans iminary Contract Documents iminary Engineer's Report with Estimate of Construction Cost.
For:		Review and approval
		Signature and return
		Appropriate action
	X	As requested
		For your information
Rema	rks:	
	The do	cuments have been shipped in four separate boxes.
Sincer		
UHS	Greiner	, inc.
Ву:	Rick Tie	etgens
P:1DQCS\P	IERCE,TRN	



ADĎÍSÓN		DATE 10-13-9	JOB NO.
MODIOLIA		ATTENTION Les/10	Sagar
Public Works / Engineering		RE:	
6801 Westgrove • P.O. Box 144		Addicar	Amart
ddison, Texas 75001		Tausen	HIPPORT
elephone: (214) 450-2871 • Fax: (2	14] 931-6643	Westside	Taxiway
11000			
o <u>URS Greine</u>	20		
4100 Amm C	arter # 108	***************************************	
Ed Whith 7	V 76155		······································
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ENTLEMAN:	National II	Index concrete cover via	the following items
WE ARE SENDING YOU	/ 1		the following items:
☐ Shop Drawings		Plans	☐ Specifications
☐ Copy of letter	☐ Change order ☐ _		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
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LETTER OF TRANSMITTAL

SIGNED:

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

## TRANSMITTAL

## **Barnard Dunkelberg & Company**



Airport and Environmental Consultants Cherry Street Building 1616 East Fifteenth Street Tulsa, Oklahoma 74120 Phone: 918 585-8844

FAX: 918 585-8857

Date: October 1, 1997

**Commission/Subject:** Addison Airport Master Plan

Update/ALP drawing request

To: Jim Pierce Sent Via: regular mail

Town of Addison **Engineering Department** P.O. Box 144

Addison, Texas 75001-0144

From: Cody Fussell Distribution: John Baumgartner

Enclosures: Per your request, see attached AutoCAD disk copies of the Airport Layout Plan drawing for use on your environmental project.

Remarks: Call if you have questions.

BARNARD DUNKELBERG & COMPANY

**Job Number:** 941115-331



ADĎ	ijŜŎΝ	•		DATE	10/7/97	JOHNO.
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LETTER OF TRANSMITTAL

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

Barrard Dumkelberg & Co Terlson OK - Cody-918-585-8844 One copy of APL has been sent on Disk Need PKZIP program & make James Computer person Unzip on Hard drive -Use disk copy comund -Unging of Hard Orior & Zip & Floppy -PKZIP = 2.04 G Version Freeware ADL Ward > Win ZIP Version 6.0



#### PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 144 Addison, Texas 75001

16801 Wesigrove

October 2, 1997

Leslie V. Sager, P.E. URS Greiner, Inc. 4100 Amon Carter Blvd., Suite 108 Fort Worth, TX 76155

Re: Addison Airport West Taxiway, South Segment, Connectors & Drainage Improvements

Dear Ms. Sager:

This is confirmation of our verbal notice to proceed given to you at our meeting on October 1, 1997. At that meeting you were given 2 original signed copies of Supplemental Agreement No. 7 that provides for your services on the project.

I will be in touch soon regarding the sewer and tunnel drawings you requested.

Yours very truly,

Town of Addison

James C. Pierce, Jr., P.E., DEE

cc: John Baumgartner, City Engineer

Greiner/Westsiele Taxiway 10-1-97 ys > aits - Paving - asph/conerete
ys > ## of Connectors to be Built Of are there any drawing problems - have they been address; JKJ paving bid the jobyou will we bid with the alternate bids? Status of Sunding --Additional insuredo Town, AATI Drainage Designal for 25 yr event Need a demolition plan -TX Echo - favement on Ceho-a little higher than the runway - Need a FAA Warren or reconstruction - Kerenwill check on this Greiner will reed a copy of laked EAPL Cody - Driving Cota copy of Evgr Report - Cody - July w cody finide water & Sewer plans to Grienar that affect west sile Boderplate - Spec Regents - Justine ?

Open Bids Mid January - open for 40 days. fed grant Charles Carroll Midwey B.L. 2 pieces Phase I - Built Midway B.L Phase Set of Turnel Clarks - to Greener Lorus Hum on Street 12 Whileto & Turnel - Rock Bolts -Send formal notice to froud,

## **EXHIBIT B**

## PROJECT SCHEDULE

## ADDISON AIRPORT CONSTRUCT WEST TAXIWAY AND CONNECTORS WITH DRAINAGE IMPROVEMENTS (SOUTH SEGMENT)

<u>Task</u>	Responsibility	<u>Date</u>
Scope/Site Meeting	Greiner/Town of Addison	10/1/97
Review/Update Plans, Contract Documents	Greiner	9/29/97 - 10/30/97
Submit Revised Plans Contract Documents and Engineers Estimate	Greiner	10/31/97
Review Plans, Contract Documents	Town of Addison / TxDot	11/3/97 - 11/10/97
Receive Review Comments		11/10/97
Revise Plans	Greiner	11/10/97 - 11/20/97
Submit Final Plans, Contract Documents and Engineers Estimate	Greiner	11/21/97
Advertise for Bid	Town of Addison	Weeks of 12/1/97 and 12/8/97
Pre-Bid Conference	Town of Addison, Greiner, TxDot	12/16/97
Open Bids	Town of Addison	1/15/98*
Recommendation to Award	Greiner	1/19/98
Award of Contract	Town of Addison	1/26/98
Preconstruction Conference	Town of Addison, Greiner, Contractor	2/4/98**
Begin Construction		After 2/4/98

<sup>\*</sup> Since TxDot has lettings scheduled for January 6 and 7, 1997, the bid opening date is scheduled to occur the following week to avoid conflict.

<sup>\*\*</sup> Date shown is estimated.

Jet copy

Project No. <u>E708024.70</u>

## SUPPLEMENTAL AGREEMENT NO. 7

REQUESTED BY	Y: Town of Addison	DATE: September 18, 1997
CLIENT:	Town of Addison	REFERENCE GREINER JOB NO.: E708024.70
To confirm your a		er existing Supplemental Agreement No. 6 dated <u>December 29, 1994</u>
Professional servi	ices related to the West Taxiway and Connectors Projec	ct (South Segment) at Addison Airport pursuant to Exhibit A attached.
	,	
	.112. Client agrees to pay Greiner as compensation for	
3-(x )		\$ 11,200 \$ 43,700 \$ 117,550
4-( )	Other method as described in Attachment	\$ 172,450
All other provisio		
Agreed to:		Agreed to:
Town of Addison (CLIENT'S NAM		Greiner Southwest, Inc. (GREINER)  David O. Kasten
Authorized S		Authorized Signature  David O. Kasten, P.E.
_	me (Typed or Printed) -23-97	Signer's Name (Typed or Printed)  Date: September 18,1997
Title: <u>City Manag</u>	<u>er</u>	Title: Manager, Dallas & Fort Worth Operations

## **EXHIBIT A**

#### SCOPE OF SERVICES

# ADDISON AIRPORT CONSTRUCT WEST TAXIWAY AND CONNECTORS WITH DRAINAGE IMPROVEMENTS (SOUTH SEGMENT)

#### I. BASIC SERVICES

This proposed scope of services has been prepared based upon review of the plans, specifications and contract documents previously prepared and bid in 1995. This scope of services includes updating the contract documents for re-bidding in compliance with current FAA and TxDOT policies and procedures.

## PHASE II - FINAL PLANS (UPDATE FOR RE-BIDDING)

- 1. Review and revise plans and documents, as necessary for dates and times (Pre-Bid Conference, Bid Date, contract time).
- 2. Review and revise plans and specifications, as necessary, to incorporate changes developed in Addendum No. 1 of the previously bid documents.
- 3. Review and revise, as necessary, the phasing plans to assure access to west side businesses as much as possible during construction.
- 4. Review and revise cost estimates.
- 5. Review and revise the plans and specifications as necessary, incorporating current design and construction requirements from the FAA and TxDOT.
- 6. Plans and Specifications
  - a. Review and revise, as necessary, and re-publish Engineer's Report (6 copies)
  - b. Review and revise, as necessary, AutoCAD 12.0 plans and technical specifications in accordance with latest FAA Advisory Circulars
  - c. Review and revise, as necessary, detailed safety, security and construction phasing plans/constructibility review
    - 1. Meet with users/tenants/ARFF, OPS/FAA/others
    - 2. Coordinate Phasing versus schedule
  - d. Incorporate "front-end documents" furnished by TxDOT into Contract documents
  - e. Furnish final review set of the contract documents, plans and technical specifications (5 sets)

#### PHASE III CONSTRUCTION SERVICES

Tasks in this Phase include the following:

Project construction phase services shall be provided throughout the duration of the Project by the Engineer and shall include general coordination and administration, along with special services as required by the Town of Addison, and include the following:

- 1. Assist the Town of Addison in identifying potential bidders and sub-contractors.
- 2. Assist the Town of Addison in securing and opening bids.
- 3. Attend pre-bid conference.
- 4. Prepare addenda to bid documents.
- 5. Prepare and certify bid tabulation.
- 6. Assist in checking bidder qualifications (if required).
- 7. Make recommendation for award.
- 8. Assist in processing of contract documents between the Town of Addison and low bidder.
- 9. Furnish twenty five (25) sets of sealed contract documents.
- 10. Conduct and attend Pre-Construction Conference, develop the list of attendees and agenda, and provide minutes of the conference.
- 11. Upon approval of the Town of Addison, provide a Resident Project Representative and geotechnical subconsultant to provide material testing during construction.
- 12. Consult and advise the Town of Addison during construction.
- 13. Review construction, shop, erection drawings/submittals for general compliance with design intent, and provide input for design related construction problems.
- 14. Review lab, shop and mill test reports and certifications for general compliance with design intent.
- 15. Make periodic field visits to the site and make appropriate reports to the Town of Addison.
- 16. Observe initial operations of the project or task (i.e., P-401 test strip).
- 17. Attend any witness tests required by the contract documents.
- 18. Assist with processing of change orders and supplemental agreements (does not include additional design/engineering for changed conditions/sponsor requests).
- 19. Review and approve periodic and final contractor pay requests based on recommendation of the Resident Observer.
- 20. Perform cursory review of testing and inspection reports.
- 21. Attend construction meetings as required.
- 22. Make one final inspection of the completed project.
- 23. Prepare reimbursement applications, as necessary, for the Town of Addison.
- 24. Update the Airport's current Airport Layout Plan (ALP) drawing to incorporate the new construction.

The Engineer shall have the authority to act on behalf of the Owner throughout the Construction Administration Phase, provided however, that the Engineer and the RPR shall keep the Owner informed verbally, or in writing, as may be appropriate, of matters pertaining to project on-site Work in general and specifically as to matters impacting the operational airfield portion of the Addison Airport.

#### PHASE IV RESIDENT PROJECT REPRESENTATION

## A. RESIDENT PROJECT REPRESENTATIVE (RPR)

## 1. Duties and Responsibilities of the RPR. The RPR shall:

- a. provide full time services at all times the Contractor conducts activities on the construction site.
- b. serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents, and assist the Engineer in serving as the Owner's liaison with the Contractor particularly when the Contractor's operations affect the Owner's on-site operations.
- c. review the progress schedule, samples schedule of Shop Drawing submittals and schedule of values prepared by the Contractor and consult with the Engineer as to the acceptability of such schedules.
- d. act as the Engineer's Liaison:
  - i) Conduct meetings with the Engineer, Owner and Contractor, such as Pre-Construction Conferences, progress meetings, weekly construction coordination meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
  - ii) assist in obtaining from the Owner additional details or information, when required for proper execution of the Work.
- e. collect and transmit Shop Drawings and samples:
  - i) record date of receipt of Shop Drawings and samples.
  - ii) receive samples which are furnished at the site by the Contractor, and notify the Engineer of the availability of samples for examination.
  - iii) advise the Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the Engineer.
- f. Review, rejection and correction of defective work, inspection and testing:
  - i) observe, review and test the Work throughout the construction administration phase, as needed, to determine if the Work is proceeding in accordance with the Contract Documents.
  - ii) reject, require correction, or uncovering of the Work for observation, or require special testing, inspection or approval of the Work that in the opinion of the RPR does not conform to the Contract Documents or is defective, unsatisfactory, or faulty, and notify the Engineer and Owner in writing of the reason for each such rejection, correction, and uncovering. The RPR shall evaluate, if requested by the Owner, the impact of each such rejection, correction, and uncovering of the Work on the Contractor's scheduling.

- iii) verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof; and observe, record and report to the Engineer appropriate details relative to the test procedures and startups.
- iv) accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the Engineer.
- g. maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents, including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.
- h. keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site 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 provide copies to the Owner upon request.
- I. record names, addresses and telephone numbers of all subcontractors and major suppliers of materials and equipment.
- j. furnish the Engineer with weekly reports as required of progress of the Work and of Contractor's compliance with the progress schedule of Shop Drawings and sample submittals.
- k. consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- 1. draft proposed Change Orders and Work Directive Changes, obtaining backup material from the Contractor and recommend to the Engineer Change Orders, Work Directive Changes, and Field Orders.
- m. report immediately to the Engineer and Owner upon occurrence of any accident.
- n. review applications for payments with the Contractor for compliance with the established procedure for their submission and forward the recommendations to the Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated into the Work. The Engineer shall then determine the amount owing to the Contractor and shall certify requests for payment in such amounts, on the basis that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

## 2. Limitations of the RPR's Authority. The Resident Project Representative:

a. shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the Engineer.

- b. shall not exceed the limitations of the Engineer's authority as set forth in the Contract Documents and the Agreement.
- c. shall not undertake any of the responsibilities of the Contractor, subcontractors, or Contractor's superintendent.
- d. shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- e. shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work. However, the RPR shall notify the Contractor, the Engineer, and the Owner of any safety concerns the RPR may have, whether such matters relate to the Contractor, or the Contractor's subcontractors or suppliers. Such notice shall be immediate and when possible from the project site in order to allow, among other things, the Owner the opportunity to have safe conditions for its employees.
- f. shall not accept Shop Drawings or samples from anyone other than the Contractor.

## B. Geotechnical/Material Testing

The Engineer shall secure the use of a geotechnical subconsulting firm to perform required Quality Assurance testing as determined by the Contract Documents.

#### **DELIVERABLES**

- A. Scheduled Submittals (Based on September 22, 1997 Notice-to-Proceed)
  - Submittal of Revised Plans to Town of Addison/TxDot Review October 31, 1997
    - a. Full size drawings (24" x 36")
    - b. Project Manual (Contract Documents)
    - c. Engineer's report with Engineer's estimate
  - 2. 100% Submittal (November 21, 1997)
    - a. Full size drawings (24" x 36") and project manuals for bid use

## B. Bid Period

- 1. Last addenda 7 days prior to bid opening
- 2.\* Bid tab -2 days after bid opening
- 3.\* Recommendation to award 2 days after bid opening (\* Barring unforeseen circumstances)

#### C. **Construction Period**

- 1. Periodic reports of field visits
- 2.
- Final inspection report 3 days after final inspection

  As-built drawings 60 days after receipt of marked-up field set from Resident Engineer and Construction Contractor's as-built drawing files. 3.
- Updated ALP 30 days after final inspection 4.

## **EXHIBIT B**

## PROJECT SCHEDULE

## ADDISON AIRPORT CONSTRUCT WEST TAXIWAY AND CONNECTORS WITH DRAINAGE IMPROVEMENTS (SOUTH SEGMENT)

<u>Task</u>	Responsibility	<u>Date</u>
Scope/Site Meeting	Greiner/Town of Addison	9/30/97
Review/Update Plans, Contract Documents	Greiner	9/29/97 - 10/30/97
Submit Revised Plans Contract Documents and Engineers Estimate	Greiner	10/31/97
Review Plans, Contract Documents	Town of Addison / TxDot	11/3/97 - 11/10/97
Receive Review Comments		11/10/97
Revise Plans	Greiner	11/10/97 - 11/20/97
Submit Final Plans, Contract Documents and Engineers Estimate	Greiner	11/21/97
Advertise for Bid	Town of Addison	Weeks of 12/1/97 and 12/8/97
Pre-Bid Conference	Town of Addison, Greiner, TxDot	12/16/97
Open Bids	Town of Addison	1/15/98*
Recommendation to Award	Greiner	1/19/98
Award of Contract	Town of Addison	1/26/98
Preconstruction Conference	Town of Addison, Greiner, Contractor	2/4/98**
Begin Construction		After 2/4/98

<sup>\*</sup> Since TxDot has lettings scheduled for January 6 and 7, 1997, the bid opening date is scheduled to occur the following week to avoid conflict.

<sup>\*\*</sup> Date shown is estimated.



## **Public Works / Engineering**

16801 Westgrove • P.O. Box 144

Addison, Texas 75001

Telephone: (214) 450-2871 • Fox: (214) 931-6643

то	Carmen Moran
	Development Sucs

DATE 9-30-97	JOB NO.
ATTENTION	
RE: Addison A. West Taxiu	irport
West Taxiu	Jay
	/

LETTER OF TRANSMITTAL

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SIGNED:

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

# ADDISON

# **PUBLIC WORKS**

	From: James C. Pierce,Jr.,P.E.,DEE Assistant City Engineer
Company: Greiner	Phone: 972/450-2879 FAX: 972/450-2837
FAX #: 817-545-0534	4
Date: 9-30-97	16801 Westgrove P.O. Box 144
Re: Addisin Airport W. TAXI	way
# of pages (including cover):	Addison, TX 75001
Original in mail  Comments:	□FYI □ Call me
agreement signat	are page attached.
<u> </u>	,

## **Greiner**

Greiner, Inc. 4100 Amon Carter Blvd., Suite 108 Fort Worth, Texas 76155 (817) 545-0891 FAX: (817) 545-0534

September 18, 1997 E708024.70

Mr. John Baumgartner, P.E. Director of Public Works Town of Addison P.O. Box 144 Addison, Texas 75001

Re: Addison Airport

West Taxiway and Connectors with Drainage Improvements (South Segment)

Dear Mr. Baumgartner:

Enclosed for your review is Supplemental Agreement No. 7 for the professional services related to the West Taxiway and Connectors project at Addison Airport. I am enclosing three originals of this agreement. Please return two of these originals to me after they are signed by the City Manager.

Please note that a project schedule which provides specific deliverable dates is included as Exhibit B to this supplemental agreement. Included in this schedule is an estimated date for approval and award of the construction contract by the Addison Town Council of January 26, 1998

Please let me know if I can be of further assistance, and we look forward to receiving a Notice-to-Proceed for this project.

Sincerely,

GREINER, INC.

Leslie V. Sagar, P.E. Project Manager

eslie V. Jagar

encl.

auport 9-24-97 West Taxiway Leslie Sagar 2 yn ago plans of Spens AIP (Fed) Funds Was bid Sept 95 Extended bid 6 month Been on Hold Proposal & update TX DOT avaitor Funding Revise plans -Sent a peopose in august - Contract annendment approved Sent a supplinduty agreement Need Signature of Not to Proceed Signe & Schedule Will TX DOT have to review - Would accept FAA Speas. How much review Planned for adv 1-st Part Dec Bid about Jan 20 th



#### PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 144 Addison, Texas 75001

16801 Westgrove

August 5, 1997

#### MEMORANDUM

Ron Whitehead To:

City Manager

From: John R. Baumgartner, P.B.
Director of Public Works

Proposal from Greiner, Inc. for Engineering Services of Improvements at Addison Re:

Airport West Taxiway

Attached is a proposal from Greiner, Inc. for engineering design and construction services at Addison Airport to construct the Westside Taxiway and Connectors. These services are required to modify the plans and contract documents previously prepared and bid in 1995. Current design and construction requirements from the FAA and TxDOT will be incorporated into the contract documents. In addition, construction administration will be provided throughout all phases of construction.

The total proposed cost for engineering design and construction administration is \$149,859. The revised fee is based on current labor rates and availability.

Staff recommends that the Council authorize the City Manager to enter into a contract with Greiner, Inc. for engineering design and construction administration estimated at \$149,859.

Brue Ehley TX DOT

John Wefryk, PE, Tx Dot

Airport Croject Participation Agreement

Greener - Consuttant

Will Send when '98 mony is received

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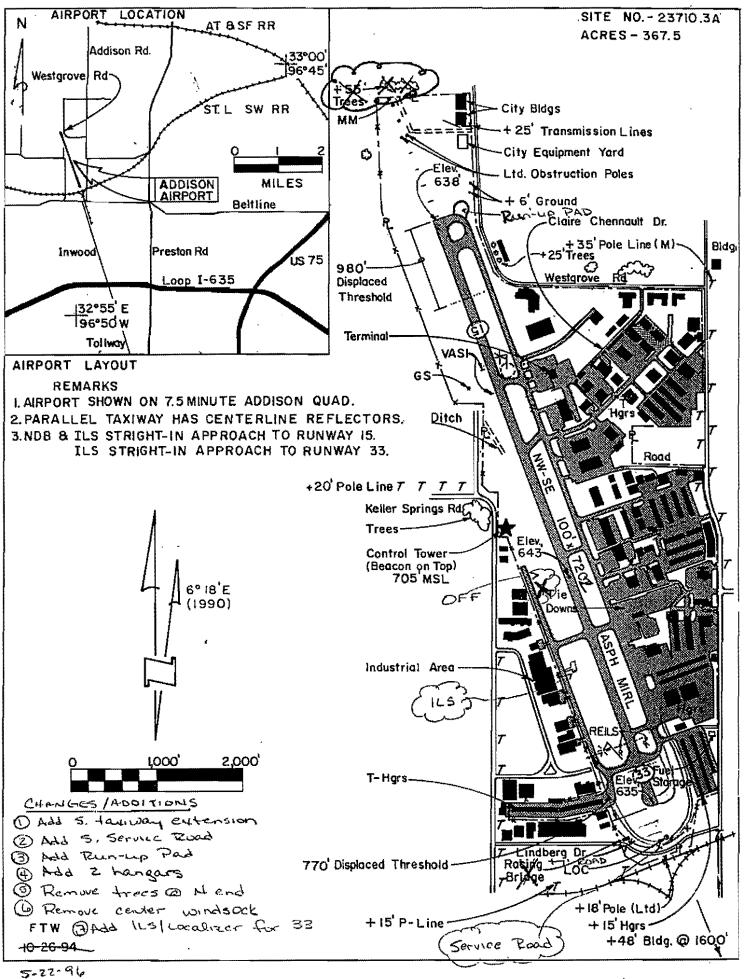
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PARMINET

ALP- Sent to FAA

Airport Layout Fleen

## ADDISON AIRPORT (ADS)



U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

#### AIRPORT MASTER RECORD

PRINT DATE 02/07/96 AFD EFF DATE 10/26/95 FORM APPROVED OMB 2120-0015

113 LAST INFO REQ:

102694 5/22/96

FAA SITE NR: 23710.34 >1 ASSOC CITY: DALLAS 4 STATE: TX ADDISON" 5 COUNTY: DALLAS TX >2 AIRPORT NAME: 7 SECT AERO CHT: DALLAS-FT WORTH 3 CBD TO AIRPORTINING: 09 N 6 REG/ADO: ASW GENERAL SERVICES BASED AIRCRAFT PUBLIC 90 SINGLE ENG: -405 4z 10 OWNERSHIP: >70 FIFE: A 100LL 366 3/ 91 MULTI ENG: 11 OWNER: CITY OF ADDISON >71 AIRFRAME RPRS: MAJOR MAJOR 92 JET: 2152 >12 ADDRESS: **BOX 144** >72 PWR PLANT RPRS: HIGH TOTAL 803 - 7-7 ADDISON TX 75001 >73 BOTTLE OXYGEN: LOW >13 PHONE NR: 214-450-7041 >74 BULK OXYGEN: EDWARD MORALES SAM STUART HGR TIE >14 MANAGER: 75 TSNT STORAGE: 83 HELICOPTERS: T13 4505 CLAIRE CHENNAULT >15 ADDRESS: 76 OTHER SERVICES: 94 GLIDERS: Û DALLAS TX 75248 AVNCS CHITR INSTR RNTL SALES SURV 95 MILITARY: 0 >16 PHONE NR: 214-248-7733 96 ULTRA-LIGHT: û >17 ATTENDANCE SCHEDULE: MONTHS DAYS HOURS ALL ALL **FACILITIES OPERATIONS** œ 100 AIR CARRIER: 0 >80 ARPT BCN: 18 AIRPORT USE: PUBLIC >81 APT LGT SKED: DUSK-DAWN 101 COMMUTER: Ø 32-58-06.814N ESTIMATED 19 ARPT LAT: >82 UNICOM: 122.950 102 AIR TAXI: 900 20 ARPT LONG: 096-50-11.212W >83 WIND INDICATOR: YES -L 150,650 103 G A LOCAL: 21 ARPT-ELEV: 644 SURVEYED 84 SEGMENTED CIRCLE: YES 104 G A ITNRNT: 133,200 22 ACREAGE: 368 85 CONTROL TWR: YES 105 MILITARY: >23 RIGHT TRAFFIC: NO 86 FSS: FORT WORTH 284 680 TOTAL >24 NON-COMM LANDING FEE: NO 87 FSS ON ARPT: NO **OPERATIONS FOR** 25 NASP/FEDERAL AGREEMENT: NGY 88 FSS PHONE NR: 817-654-7205 22 MRY 94 MOS ENDING 26 FAR 139 INDEX: 89 TOLL FREE NR: 1-WX-BRIEF **RUNWAY DATA** 15/33 SO BURNWAY IDENT 7202 >31 LENGTH: >32 WIDTH: 100 ASPH-G >33 SURF TYPE-COND GRVD -34 SURF TREATMENT 80 35 GROSS WT: SW 100 36 (IN THSDS) DW 160 37 DTW M 38 DOTW LIGHTING/APCH AIDS MED -40 EDGE INTENSITY 41 NOW FLEMENT 81 PIRF / PIRG 42 RWY MARK TYPE-COND VAR ! N >43 VASI 51 / 44 THR CROSSING HGT 3.00 / 45 VISUAL GLIDE ANGLE NI >46 CNTRLN-TDZ >47 RVR-RVV 11N NIY ~48 REU. MALSR / M >49 APCH LIGHTS **OBSTRUCTION DATA** PIR I & PIR 50 FAR 77 CATEGORY 879 J 771 >51 DISPLACED THR GNO / ROAD >57 CTLG OBSTN MI M >53 OBSTN MARKED/LGTD 6 / 7 >54 HGT ABOVE RWY END 200 / 225 >55 DIST FROM RWY END 500L / 503L >55 CNTRLN OFFSET 0/3 57 OBSTN CLNC SLOPE YIN 58 CLOSE-IN OBSTN 20:1 LANDING LENGTH **60 LANDING RWY-LENGTH** 61 CTLG OBSTACLE **62 HGT-ABOVE THR** 63 DIST FROM THR 64 CNTRLN OFFSET (>) ARPT MGR PLEASE ADVISE FSS IN ITEM 86 WHEN CHANGES OCCUR TO ITEMS PRECEDED BY > +10' FENCE 480' LT AT TWE. >110 REMARKS:

HAMEROUS 200 FT BLOOS WITHIN 1 MILE EAST AND SOUTH OF ARPT; TRANSMISSION TOWERS AND WATER TANKS WEST OF ARPT. A110-1 NUMBEROUS FLOCKS OF SIRDS ON A PWOF ARPT. A110-2 PA-GLED BOYELY: BARRICAGED SOUTH OF TWY DE-A1104 FLIGHT HOTHICATION SERVICE (ADCUS) AVEL A110-4 THE EXPLORATION THEY CITE THE RY HEIGHT.

776 **CIT 101** 

COUTH 600 FY 61.50 HIDETET:

A37-16 GROSS WT RESTRICTION 120K LBS BY ARPT MOR.

DSPLCD THR CROSSING HIST.

APCHRATIO \$1 TO DSPLCO THE: 425 FT TREE 240 FT FM DSPLCO THE 480 FT LOF EXTDO CHIRLIC A57-15

APICH RATIO 22:1-TO-DEPLOD THR: +16" HER SPECTM DEPLOD THR EST R OF EXTEND CHTRLIN. A57-33 112 LAST INSP:

Beluevet Fillelia مرابك 111 INSPECTOR: S AA Form 5010-1 (5-91) SUPERSEDES PREVIOUS EDITION

#### TEXAS DEPARTMENT OF TRANSPORTATION

#### AIRPORT PROJECT PARTICIPATION AGREEMENT

#### (Federally Assisted Airport Development Grant)

TxDOT Contract No.:
TxDOT Project No.:
TxDOT CSJ No.:

Part I - Identification of the Project

TO:

٠, ٠,

The NAME OF SPONSOR, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Agreement is made and entered into by and between the TEXAS DEPARTMENT OF TRANSPORTATION, (heremaster referred to as the "State"), for and on behalf of the State of Texas, and the NAME OF SPONSOR, Texas, (hereinafter referred to as use "Sponsor").

#### WITNESSETH:

WHEREAS, the Sponsor desires to sponsor a project for the development of a public aviation facility, known or to be designated as the AIRPORT under the Airport and Airway Improvement Act of 1982, as repeated and recodified Title 49 United States Code, Section 47101 et seq., personafter referred to as "Title 49 U.S.C.", and Rules, Regulations and Procedures promulgated pursuant thereto; and ember V.T.C.A. Transportation Code, Title 3, Chapters 20-20, et seq. Wernon and Vernon Supp); and

WHEREAS, the project is described as follows: DESCRIPTION NAME OF AIRPORT, and

WHEREAS, the Sponsor hereby applies for federal financial assistance and delives the State to act as the Sponsor's agent in matters connected with the project described above; and

WHEREAS, the parties hereto, by this Agreement, do hereby fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said project and with reference to the United States.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Title 49, United States Code, hereinafter referred to as "Title 49 U.S.C.", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Airport Project Participation Agreement and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the project and compliance with the assurances and conditions as herein provided, THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES, FEDERAL AVIATION ADMINISTRATION (HEREINAFTER RESERRED TO AS THE "FAA"), HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the project ninety percentum of all allowable project costs. This grant is made of and subject to the following terms and conditions:

## Part II - Offer of Financial Assistance

- 1. The allowable costs of the project shall not include any costs determined by the State to be included for consideration as to allowability under Pitle 49 U.S.C., the V.T.C.A. Transportation Code, Title 3, Chapters 21 22, et seq., (Vernon and Vernon Supp), and the Airport Zohlung Act, Tex. Loc. Govt. Code Ann. §§ 241.001 et seq. (Vernon and Vernon Supp).
- 2. It is estimated that project test will be approximately \$(Amount A). It is further estimated that approximately \$(Amount B) of the project costs will be eligible for federal financial assistance will be for one ty percent (90%) of the eligible project costs. Final determination of federal eligibility of total project to its will be determined by the State in accordance with lederal guidelines lines following completion of the project.
- 3. The maximum obligation of the United States payable under this offer shall be \$ (Amount C).

This grant should not be construed as block grant funds for the Sponse, but as a grant for funding of the scope items as listed a page one of this agreement. It is the intent of the State to provide funding to complete the approved work items of this grant and not to amend the scope of work to include items outside of the current determined needs of this project. Scope of work may be amended as necessary to fulfill the unforseen needs of this specific development project within the spirit of the approved scope, subject to the availability of state, federal, and/or local funds.



4. It is estimated that the Sponsor's share of the total project costs will be \$(Amount D). The Sponsor specifically agrees that it shall pay any project costs which exceed the sum of the federal share (Amount C).

It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State in behalf of the Sponsor which are in excess of the federal percentage of financial participation as heretofore stated in Paragraph II-2. The State shall refund to the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor.

5. If there is an overrun in the total eligible project costs (Amount B), the State may increase the federal funds to cover the amount of overrun not to exceed the statutory fifteen (15%) percent federal funds limitation. The State may, at the request of the Sponsor participate in additional eligible costs to the extent of the aforesaid appropriate percentages and subject to the availability of federal funds. Participation in additional redexally eligible costs may require approval by the Texas Ransportation Commission. The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments thereto, without the consent of the Sponsor.

Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the State and the Federal Aviation Administration, hereinafter referred to the "FAA shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upways or downward adjustments to the Federal share of costs

approved in kind contributions, and reimbursed for any credited amounts that exceed Sponsor's share. Following the execution of this Agreement, the Sponsor's shall submit the in-kind contribution documentation to the State.

The value of all in-kind contributions made to the project of engineering design, small miscellaneous costs and other expenses approved by the State and claimed by the Sponsor as project costs for the purposes of determining the Sponsor's share of total project costs (Amount D), shall be determined according to federal and state rules, regulations, orders, procedures, advisory circulars or any other directives.

7. Sponsor, by executing this Agreement certifies, and upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs as heretofore stated. The Sponsor hereby grants to the State and federal government the right, upon advance written request during reasonable and regular business hours, to audit any books and records of the Sponsor to verify said funds. In addition, the Sponsor shall disclose the source of all funds for the project and its ability to finance and operate the topic.

Expenditures for eligible project costs for the above project made by the State or the Sponsor prior to the award of a federal grant for said project, are prior to actual receipt of the authority to expend federal grant fonds, shall be made from Sponsor funds. Construction expenses incurred prior to the execution of this agreement small the State's Notice to Proceed will be ineligible for any recent reimbursement under this grant.

## PART III - Sponsor Responsibilities

- 1. In accepting the Agreement, the Sponsor guarantees that:
  - a. it will comply with the Attachment A, Airport Assurances (06/02/97) (State Modified 7/9), attached hereto and made a part of this Agreement; and
  - b. it will also the operation of the facility, comply with all applicable state and federal laws, rules, regulations reprocedures, covenants and assurances required by the Shate of Texas or the FAA in connection with the federal grant; and
    - the Appear or navigational facility which is the subject of this Agreement shall be controlled for a period of at least 20 years, and improvements made or acquired under this project shall be operated, repaired and maintained in a safe and serviceable manner for the useful life of said improvements, not to exceed 20 years; and
    - consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without unjust discrimination between such types, kinds and classes and shall provide adequate public access during the term of this Agreement; and

- e. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips taxiways, parking aprons, roads, airport lighting and avigational aids; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved airport Layout Plan, without prior approval of the State PAA, and
- g. it shall not enter into any experiment nor permit any aircraft to gain direct ground access to the Sponsor's airport from private property adjacent to or in the immediate area of the airport. Finitely, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "tarong the fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
- h. it will acquire all property interests identified as needed for the purposes of this project and comply with all applicable state and federal laws, rules, regulations procedures covenants and assurances required by the State of Texas or the FAA in connection with the receral grant in the acquisition of such property interests; and that airport property identified within the scape of this project and Attorney's Certificate airport use and shall not be removed from such use without prior written approval of the State; and
- i. the Sport shall submit to the State annual statements of airport revenues and expenses as requested; and
- j. all fees collected for the use of an airport or navigational facility constructed with funds provided under the program shall be reasonable and nondiscriminatory. The proceeds of such fees shall be used solely for the development, operation and maintenance of the Sponsor's system of airport(s) or navigational facility(ites). Sponsor shall not be required to pledge income received from the mineral estate to airport use unless state and/or federal funds

were used to acquire the mineral estate of airport lands or any interests therein; and

- an Airport Fund shall be established by resolution, order k. or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund shall be submitted to the State. Such fund may be an account within another fund, but must be accounted for in such a manner that all revenues, expenses, retained carnings, and balances in the account are discernable from other types of monies identified in the fund as a whole. All sees charges, rents, and money from any source derived from airport operations must be deposited in said Airport would and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport or airport Sponsor shall be ineligible for a system purposes. subsequent grant or loan to the State unless, prior to such subsequent approvat of a grant of loan, Sponsor has complied with the regularments of this subparagraph; and
- 1. all development of an airport constructed with program funds shall be consistent with the Airport Layout Plan approved by the State and maintained by the Sponsor. A reproducible copy of such plan, and all subsequent modifications thereto, shall be filed with the State for approval; and

following completion of the project where airport lighting is part of a project, the Sponsor shall operate such highting from sunset to sunrise, either manually or by made control, and

insofe as a t is reasonable and within its power, Sponsor shall accordant enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. §§ 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain avigation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interests will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to such subsequent approval of a grant or loan,

adopted and passed an airport hazard zoning ordinance or order approved by the State; and

- o. it will provide upon request to the State, the engineering or planning consultant, and the FAA copies of any maps, plans, or reports of the project site, applicable to or affecting the above project; and
- p. after reasonable notice, it will permit the State, the FAA, and any consultants and contractors associated with this project, access to the project site and will obtain permission for the State, the FAA, appropriate the contractors associated with this project, to enter private property for purposes necessary to this project; and
- q. it shall take all steps, modding litigation if necessary, to recover finds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other named in any project upon which Federal and the funds have been expended. For the purposes of the standard of disbursed by the Sponsor or Agent hat were or binally paid pursuant to this or any other grant agreement. It shall obtain the approval of the State as to any determination of the amount of such funds. It shall return the recovered share, including funds recovered by settlement, order or judgement to the State. It shall furnish to the State, upon request all detiments and records pertaining to the letermination of the amount of the funds or to any settlement, bigation, negotiation, or other efforts taken to recover such funds. All settlements or other is all positions of the Sponsor, in court or otherwise, have build the recovery of such funds shall be approved in advance by the State; and
- 2. The Sponsor be by certifies to the State that it will have acquired clear title in fee simple to all property upon which construction work is to be performed, or have acquired a leasehold on such property for a term of not less than 20 years, prior to the advertisement for bids for such construction or procurement of facilities that are part of the above project, and within the time frame of the project, a sufficient interest (easement or otherwise) in any other property which may be affected by the project.
- 3. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities

of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the Sponsor, the Sponsor's agents or employees.

- 4. The Sponsor's acceptance of this Carer and residuation and adoption of the Agreement incomporated believe shall be evidenced by execution of this instrument by the Sponsor as hereinafter provided, and said agreement shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport. Such Agreement shall become effective more execution of this instrument and shall remain in full to re and effect for a period of at least 20 years.
- 5. Upon entering into this Apreement, Sponsor hereby agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project, and which individual shall have the authority to make approvals and disapprovals as required on behalf of the Sponsor.
- 6. The Sponsor by execution of this grant, certifies that it has implemented, or will implement during this project, an effective airport pavement maintenance management program, and it assures that it will use such program during the period of this agreement. It will provide upon written request, such reports on pavement condition and pavement management programs as the state atermizes may be useful. Failure to comply with this condition may make the Sponsor ineligible for future grants.
- 7. The Sponson shall have on file with the State a current and approved Aftorney's Certificate of Airport Property Interests and Exhibit A property map.
  - Me Sponsor shall have on file with the State:
  - (a) Certification Regarding Drug-Free Workplace Requirements;
  - (b) Certification Regarding Pavement Preventative Maintenance.
- 9. Unless otherwise approved by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire

any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.

- 10. The Sponsor shall submit the following certifications, as appropriate, for compliance with statutory and administrative requirements of the federal grant:
  - a. Sponsor Certification for Selection of Consultants;
  - b. Sponsor Certification for Project Pl. Specifications;
  - c. Sponsor Certification for Equipment/Construction Contracts;
  - d. Sponsor Certification for Const. Project Final Acceptance.
- 11. The Sponsor and not the State shall, for all purposes, be the "Sponsor" of the project identified above as defined in Title 49 U.S.C.. Sponsor agrees to assume responsibility for operation of the facility in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures or any other directives before, during and after the completion of this project.
- 12. The Sponsor agrees to assume the responsibility to assure that ell aspects of the grant and project are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures or any other directives, except as otherwise specifically provided berein.

#### Part IV- Nomination of the Agent

The Sponser hereby designates the State as the party to apply for, receive and disburse all funds used, or to be used, in payment of the costs of said project, or in reimbursement to either of the parties hereto for costs incurred.

2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor herewith grants the State a power of attorney to act as its agent to perform the following services:

#### Receiving Disbursing Agent:

- a. apply for, accept, receive, and deposit with the State Treasury any and all project funds granted, allowed, and paid or made available by the State and/or the United States under Title 49 U.S.C. and congressional appropriation made pursuant thereto, and the Sponsor;
- b. receive, review, approve and process Sponsor's reimbursement requests for approved process; and
- c. pay to the Sponsor, from granted funds. She portion of any approved reasonable and eligible project costs incurred by the Sponsor that are in excess of the Sponsor's share.

## Paying Agent:

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with State approved contracts.
- e. receive, review and approve embursement requests for reasonable and eligible property acquisition costs incurred by the Spoisor, provided the required documentation is supplied;

#### Contracting Agent

- f. advertise for professional engineering and/or planning services for but not limited to, the preparation of planning studies, plans and specifications for the above project and for the management of the construction of the above project; entify consultant selection procedures; provide notification of contract award for professional services, and negotiate professional services fees;
- g. authorize the advertisement, receipt and opening of bids for construction of the above project; and award contracts for construction of the above project and acquisition of materials related to it;
- h administer Disadvantage Business Enterprises (DBE) and/or Historically Underutilized Business (HUB) Programs in accordance with federal and state regulations.

#### Contract Management Agent:

i. participate in pre-bid and pre-construction conferences; and issue orders as it deems appropriate regarding

construction progress, including but not limited to Notices to Proceed, Stop Work Orders, and Change Orders;

- j. exercise such supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor, any engineer, contractor, or materialman, the State shall issue a written order which shall prevail and be controlling;
- k. coordinate and review project plans, specifications and construction; coordinate and conduct progress and final inspections;
- 1. review, approve and maintain record drawings

## PART V - Recitals

- 1. The State shall obtain an audit as required by federal or state regulations; and procure and forward to the FAA such specific project documentation as is necessary to complete all aspects of this project.
- 2. The Sponsor, and not the State or the United States, shall be the contractual party to all construction and professional service contracts entered into for the accomplishment of this project. The State is hereby specifically granted power of attorney to execute on behalf of the Sponsor any and all construction and professional service contracts related to this project. The power of attorney is a limited power to perform acts in consection with airport improvements as specified in or necessitated by this Agreement.
- 3. The United States and the State of Texas shall not be responsible of liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
  - This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the slike or incidental benefit of any third party. Furthermore, the State shall not be a party to any other contract or commitment which the Sponsor may enter into or assume, or have entered into or have assumed, in regard to the above project.
- 5. If the Sponsor fails to comply with the conditions of the grant, the State may, by written notice to the Sponsor,

suspend the grant in whole or in part. The notice of suspension shall contain the following:

- a. The reasons for the suspension and the corrective action necessary to lift the suspension;
- b. A date by which the corrective action must be taken;
- c. Notification that consideration will be given to terminating the grant after the corrective action date.

In the case of suspension or termination, the Sponsor may request the State to reconsider the suspension or termination. Such request for reconsideration shall be made within 45 days after receipt of the notice of suspension or termination.

- 6. This Agreement is subject to the appraicable provisions of Title 49 U.S.C., the V.T.C.A. Transportation Code, Title 3, Chapters 21- 25, et seq., (Vernon and Vernon Supp.), and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. §§ 241.001 et seq. (Vernon and Vernon Supp. Failure to comply with the terms of this Agreement or with the aforementioned rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
  - Of primary importance to the State is compliance with the terms and conditions of this Agreement. If, however, a. after all reasonable attempts to require compliance have failed, the State funds that Sponsor is unwilling and/or mable to comply with any of the terms and conditions of this Agreement, the State may pursue any of the following remedies: (1) require a refund of any money expended parsuant to the Agreement herein, (2) deny Sponsor's flictive requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any money expended on the project pursuant to the Agreement herein, provided however these remedies shall not limit the State's authorized to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Agreement null and void, or (5) any other remedy available at law or we equity.

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.

- 7. The State reserves the right to amend or withdraw this Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State, which extension shall not be unreasonably be denied or delayed.
- 8. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to be both parties in writing and executed by both parties.
- 9. All commitments by the Sponsor and the State memeurider are subject to constitutional and statutory limited one and restrictions binding upon the Sponsor and the State including §§ 5 and 7 of article 11 of the Texas Constitution, if applicable) and to the availability of Tunds which lawfully may be applied.
- 10. The Sponsor's acceptance of this Agreement and ratification and adoption of the Airport Project Participation Agreement incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as percentive provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Title 49 U.S.C., constituting the contractual obligations and rights of the United States, the State of Texas and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.
- 11. This contract is subject to the approval as to form by the Attorney several of the State of Texas.

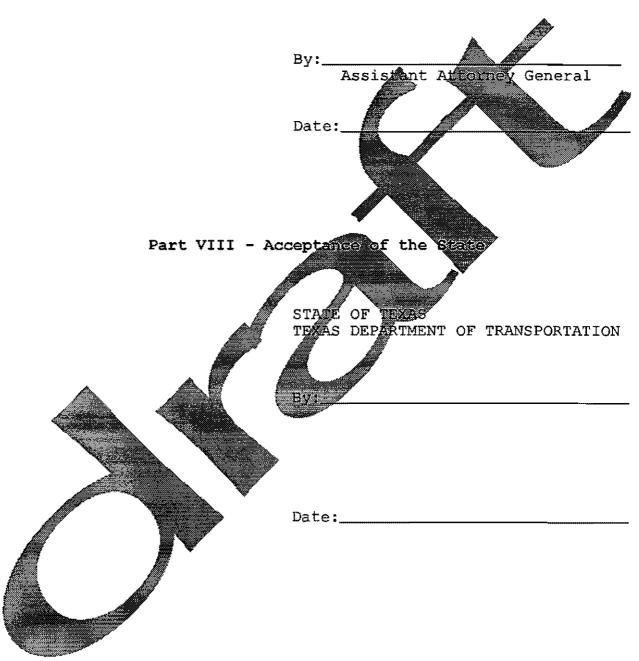
## Part VI - Acceptance of the Sponsor

	does hereby ratify and adopt all
statements, representations, warra	
constituting the described projection	
referred to in the foregoing Agree	ment, and does hereby accept the
Offer, and by such acceptance a	grees to all of the erms and
conditions of the Agreement there	of.
-	
Executed this day of	
	NAME OF SPONSOR, Texas
	Sponsor \
	A STORE STOR
Witness Signature	Signature
Witness Title	Tlitle
Certificate of Sp	nsor's Attorney
	M
Ι,	A series as attament
-,	, acting as attorney
for A Texa.	s. To hereby certify that I have
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for	s to hereby certify that I have next and the proceedings taken by and find that the manner of of the said Agreement by said a laws of the State of Texas.
for	s to hereby certify that I have next and the proceedings taken by and find that the manner of of the said Agreement by said a laws of the State of Texas.
for	s to hereby certify that I have next and the proceedings taken by and find that the manner of of the said Agreement by said a laws of the State of Texas.
for	Attorney's Signature

## Part VII - Attorney General's Approval

This contract is approved as to form.

Attorney General of Texas



# **Greiner**

Greiner, Inc. 4100 Amon Carter Blvd., Suite 108 Fort Worth, Texas 76155 (817) 545-0891 FAX: (817) 545-0534

February 21, 1995 E708024.70

Mr. David Nighswonger, P.E. Engineering Department Town of Addison 16801 Westgrove Dr. Addison, TX 75001

Reference:

**Addison Airport** 

**Construct West Taxiway and Connectors (South Segment)** 

A.I.P. No. 3-48-0063-07

Dear Mr. Nighswonger:

As per our meeting today, attached for your use and distribution to your consultant are two sets of preliminary plans and profiles for the West Parallel Taxiway. Please arrange to have the location of the FAA cables verified by the FAA Facilities personnel.

If you have any questions, please do no hesitate to call us.

Sincerely,

FOR

GREINER, INC

Tracy L. Terrill, P.E.

Project Engineer