

ALBERT FELT FOUNDATION

## NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION

### §77.13 Construction or alteration requiring notice.

(a) Except as provided in §77.15, each sponsor who proposes any of the following construction or alteration shall notify the Administrator in the form and manner prescribed in §77.17:

(1) Any construction or alteration of more than 200 feet in height above the ground level at its site.

(2) Any construction or alteration of greater height than an imaginary surface extending outward and upward at one of the following slopes:

(i) 100 to 1 for a horizontal distance of 20,000 feet from the nearest point of the nearest runway of each airport specified in paragraph (a) (5) of this section with at least one runway more than 3,200 feet in actual length, excluding heliports.

(ii) 50 to 1 for a horizontal distance of 10,000 feet from the nearest point of the nearest runway of each airport specified in paragraph (a) (5) of this section with its longest runway no more than 3,200 feet in actual length, excluding heliports.

(iii) 25 to 1 for a horizontal distance of 5,000 feet from the nearest point of the nearest landing and takeoff area of each heliport specified in paragraph (a) (5) of this section.

(3) Any highway, railroad, or other traverse way for mobile objects, of a height which, if adjusted upward 17 feet for an Interstate Highway that is part of the National System of Military and Interstate Highways where overcrossings are designed for a minimum of 17 feet vertical distance, 15 feet for any other public roadway, 10 feet or the height of the highest mobile object that would normally traverse the road, whichever is greater, for a private road, 23 feet for a railroad, and for a waterway or any other traverse way not previously mentioned, an amount equal to the height of the highest mobile object that would normally traverse it, would exceed a standard of paragraph (a) (1) or (2) of this section.

(4) When requested by the FAA, any construction or alteration that would be in an instrument approach area (defined in the FAA standards governing instrument approach procedures) and available information indicates it might exceed a standard of Subpart C of this part.

(5) Any construction or alteration on any of the following airports (including heliports):

(i) An airport that is available for public use and is listed in the Airport Directory of the current Airmen's Information Manual or in either the Alaska or Pacific Airmen's Guide and Chart Supplement.

(ii) An airport under construction, that is the subject of a notice or proposal on file with the Federal Aviation Administration, and except for military airports, is clearly indicated that that airport will be available for public use.

(iii) An airport that is operated by an armed force of the United States.

(b) Each sponsor who proposes construction or alteration that is the subject of a notice under paragraph (a) of this section and is advised by an FAA regional office that a supplemental notice is required shall submit that notice on a prescribed form to be received by the FAA regional office at least 48 hours before the start of construction or alteration.

(c) Each sponsor who undertakes construction or alteration that is the subject of a notice under paragraph (a) of this section shall, within 5 days after that construction or alteration reaches its greatest height, submit a supplemental notice on a prescribed form to the FAA regional office having jurisdiction over the region involved, if -

(1) The construction or alteration is more than 200 feet above the surface level of its site; or

(2) An FAA regional office advises him that submission of the form is required.

### §77.15 Construction or alteration not requiring notice.

No person is required to notify the Administrator for any of the following construction or alteration:

(a) Any object that would be shielded by existing structures of a permanent and substantial character or by natural terrain or topographic features of equal or greater height, and would be located in the congested area of a city, town, or settlement where it is evident beyond all reasonable doubt that the structure so shielded will not adversely affect safety in air navigation.

(b) Any antenna structure of 20 feet or less in height except one that would increase the height of another antenna structure.

(c) Any air navigation facility, airport visual approach or landing aid, aircraft arresting device, or meteorological device, of a type approved by the Administrator, or an appropriate military service on military airports, the location and height of which is fixed by its functional purpose.

(d) Any construction or alteration for which notice is required by any other FAA regulation.

### §77.17 Form and time of notice.

(a) Each person who is required to notify the Administrator under §77.13 (a) shall send one executed form set of FAA Form 7460-1, Notice of Proposed Construction or Alteration, to the Manager, Air Traffic Division, FAA Regional Office having jurisdiction over the area within which the construction or alteration will be located. Copies of FAA Form 7460-1 may be obtained from the headquarters of the Federal Aviation Administration and the regional offices.

(b) The notice required under §77.13 (a) (1) through (4) must be submitted at least 30 days before the earlier of the following dates -

(1) The date the proposed construction or alteration is to begin.

(2) The date an application for a construction permit is to be filed.

However, a notice relating to proposed construction or alteration that is subject to the licensing requirements of the Federal Communications Act may be sent to the FAA at the same time the application for construction is filed with the Federal Communications Commission, or at any time before that filing.

(e) A proposed structure or an alteration to an existing structure that exceeds 2,000 feet in height above the ground will be presumed to be a hazard to air navigation and to result in an inefficient utilization of airspace and the applicant has the burden of overcoming that presumption. Each notice submitted under the pertinent provisions of this part 77 proposing a structure in excess of 2,000 feet above ground, or an alteration that will make an existing structure exceed that height, must contain a detailed showing, directed to meeting this burden. Only in exceptional cases, where the FAA concludes that a clear and compelling showing has been made that it would not result in an inefficient utilization of the airspace and would not result in a hazard to air navigation, will a determination of no hazard be issued.

(d) In the case of an emergency involving essential public services, public health, or public safety that requires immediate construction or alteration, the 30 day requirement in paragraph (b) of this section does not apply and the notice may be sent by telephone, telegraph, or other expeditious means, with an executed FAA Form 7460-1 submitted within five (5) days thereafter. Outside normal business hours, emergency notices by telephone or telegraph may be submitted to the nearest FAA Flight Service Station.

(e) Each person who is required to notify the Administrator by paragraph (b) or (c) of §77.13, or both, shall send an executed copy of FAA Form 7460-2, Notice of Actual Construction or Alteration, to the Manager, Air Traffic Division, FAA Regional Office having jurisdiction over the area involved.

## ADDRESSES OF THE REGIONAL OFFICES

### Alaska Region

AK  
Alaskan Regional Office  
Air Traffic Division, AAL-530  
222 West 7<sup>th</sup> Avenue  
Anchorage, AK 99513  
Tel: 907-271-5893

### Central Region

IA, KS, MO, NE  
Central Regional Office  
Air Traffic Division, ACE-520  
601 East 12th Street  
Kansas City, MO 64106  
Tel: 816-426-3408 or 3409

### Eastern Region

DC, DE, MD, NJ, NY, PA, VA, WV  
Eastern Regional Office  
Air Traffic Division, AEA-520  
JFK International Airport  
Fitzgerald Federal Building  
Jamaica, NY 11430  
Tel: 718-553-2616

### Great Lakes Region

IL, IN, MI, MN, ND, OH, SD, WI  
Great Lakes Regional Office  
Air Traffic Division, AGL-520  
2300 East Devon Avenue  
Des Plaines, IL 60018  
Tel: 847-294-7568

### New England Region

CT, MA, ME, NH, RI, VT  
New England Regional Office  
Air Traffic Division, ANE-520  
12 New England Executive Park  
Burlington, MA 01803-5299  
Tel: 781-238-7520

### Northwest Mountain Region

CO, ID, MT, OR, UT, WA, WY  
Northwest Mountain Regional Office  
Air Traffic Division, ANM-520  
1601 Lind Avenue, SW  
Renton, WA 98055-4056  
Tel: 425-227-2520

### Southern Region

AL, FL, GA, KY, MS, NC, PR,  
SC, TN, VI  
Southern Regional Office  
Air Traffic Division, ASO-520  
1701 Columbia Avenue  
College Park, GA 30337  
Tel: 404-305-5585

### Southwest Region

AR, LA, NM, OK, TX  
Southwest Regional Office  
Air Traffic Division, ASW-520  
2601 Meacham Boulevard  
Fort Worth, TX 76137-0520

### Western Pacific Region

HI, CA, NV, AZ, GU  
Western-Pacific Regional Office  
Air Traffic Division, AWP-520  
15000 Aviation Boulevard  
Hawthorne, CA 90260  
Tel: 310-725-6557



Failure To Provide All Requested Information May Delay Processing of Your Notice

FOR FAA USE ONLY  
Aeronautical Study Number

# Notice of Proposed Construction or Alteration

1. Sponsor (person, company, etc. proposing this action):  
 Attn. of: Addison Airport  
 Name: Lisa Pyles, Airport Manager  
 Address: 4664 Airport Parkway 16051 ADDISON ROAD  
Suite - 220  
 City: Addison State: TX Zip: 75254 2501  
 Telephone: 972.392.4881 Fax: 972.788.9334

2. Sponsor's Representative (if other than #1):  
 Attn. of: Same  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Notice of:  New Construction  Alteration  Existing  
 4. Duration:  Permanent  Temporary ( \_\_\_\_\_ months, \_\_\_\_\_ days)  
 5. Work Schedule: Beginning \_\_\_\_\_ End \_\_\_\_\_  
 6. Type:  Antenna Tower  Crane  Building  Power Line  
 Landfill  Water Tank  Other Fuel Farm  
 7. Marking/Painting and/or Lighting Preferred:  
 Red Lights and Paint  Dual - Red and Medium Intensity White  
 White - Medium Intensity  Dual - Red and High Intensity White  
 White - High Intensity  Other No Preference  
 8. FCC Antenna Structure Registration Number (if applicable):  
Not Applicable

9. Latitude: 32° 57' 45. 25N"  
 10. Longitude: 96° 49' 48. 89W"  
 11. Datum:  NAD 83  NAD 27  Other \_\_\_\_\_  
 12. Nearest: City: Addison State: TX  
 13. Nearest Public-use (not private-use) or Military Airport or Heliport:  
Addison Airport  
 14. Distance from #13. to Structure: On Airport  
 15. Direction from #13. to Structure: On Airport  
 16. Site Elevation (AMSL): 638 ft.  
 17. Total Structure Height (AGL): 28 ft.  
 18. Overall height (#16. + #17.) (AMSL): 666 ft.  
 19. Previous FAA Aeronautical Study Number (if applicable):  
Not Applicable

20. Description of Location: (Attach a USGS 7.5 minute Quadrangle Map with the precise site marked and any certified survey.)  
 Proposed site is on the west side of Addison Road in the southeast quadrant of the airport. The site is directly east of two large hangars, which are significantly taller than the proposed structure.

21. Complete Description of Proposal:  
 The fuel farm will consolidate many tanks that are now in various locations throughout the airport. Those tanks will be closed and removed. The site was chosen to allow for the easy ingress/egress of the large tanker trucks. The site also is shadowed by two large existing hangars that ensure the fuel farm will not interfere with aircraft operations or navigable airspace.  
 Three attachments show the project site and proposed plan/profile of the structure. The USGS Quadrangle map depicts the site relative to the airport and runway. The plan view provides the required LAT and LONG of each building corner. The profile view provides the LAT and LONG for the peak elevation. The Airport Reference Point is also provided for reference.  
 The proposed location is well clear of the Runway Safety Area, Runway Object Free Area, Part 77 Surfaces, and is behind the Building Restriction Line. The tanks will be covered with a stretched fabric roof and the majority of the lighting will be beneath the roof. Some general lighting will also be installed, and that lighting will be shielded so as not to cast light upward. There will be no visible emissions.

Frequency/Power (kW)	

Notice is required by 14 Code of Federal Regulations, part 77 pursuant to 49 U.S.C., Section 44718. Persons who knowingly and willingly violate the notice requirements of part 77 are subject to a civil penalty of \$1,000 per day until the notice is received, pursuant to 49 U.S.C., section 46301 (a).

I hereby certify that all of the above statements made by me are true, complete, and correct to the best of my knowledge. In addition, I agree to mark and/or light the structure in accordance with established marking and lighting standards as necessary.

Date	Typed or Printed name and Title of Person Filing Notice <u>Lisa Pyles, Airport Manager</u>	Signature
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## INSTRUCTIONS FOR COMPLETING FAA FORM 460-1

### PLEASE TYPE or PRINT

**ITEM #1.** Please include the name, address, and phone number of a personal contact point as well as the company name.

**ITEM #2.** Please include the name, address, and phone number of a personal contact point as well as the company name.

**ITEM #3.** New Construction would be a structure that has not yet been built.

Alteration is a change to an existing structure such as the addition of a side mounted antenna, a change to the marking and lighting, a change to power and/or frequency, or a change to the height. The nature of the alteration shall be included in **ITEM #21** "Complete Description of Proposal".

Existing would be a correction to the latitude and/or longitude, a correction to the height, or if filing on an existing structure which has never been studied by the FAA. The reason for the notice shall be included in **ITEM #21** "Complete Description of Proposal".

**ITEM #4.** If Permanent, so indicate. If Temporary, such as a crane or drilling derrick, enter the estimated length of time the temporary structure will be up.

**ITEM #5.** Enter the date that construction is expected to start and the date that construction should be completed.

**ITEM #6.** Please indicate the type of structure. **DO NOT LEAVE BLANK.**

**ITEM #7.** In the event that obstruction marking and lighting is required, please indicate type desired. If no preference, check "other" and indicate "no preference". **DO NOT LEAVE BLANK.** *NOTE: High intensity lighting shall be used only for structures over 500' AGL.* In the absence of high intensity lighting for structures over 500' AGL, marking is also required.

**ITEM #8.** If this is an existing tower that has been registered with the FCC, enter the FCC Antenna Structure Registration number here.

**ITEM #9. and #10.** Latitude and longitude must be geographic coordinates, accurate to within the nearest second or to the nearest hundredth of a second if known. Latitude and longitude derived solely from a hand-held GPS instrument is **NOT** acceptable. A hand-held GPS is only accurate to within 100 meters (328 feet) 95 per cent of the time. This data, when plotted, should match the site depiction submitted under **ITEM #20.**

**ITEM #11.** NAD 83 is preferred; however, latitude/longitude may be submitted in NAD 27. Also, in some geographic areas where NAD 27 and NAD 83 are not available other datums may be used. It is important to know which datum is used. **DO NOT LEAVE BLANK.**

**ITEM #12.** Enter the name of the nearest city/state to the site. If the structure is or will be in a city, enter the name of that city/state.

**ITEM #13.** Enter the full name of the nearest public-use (not private-use) airport (or heliport) or military airport (or heliport) to the site.

**ITEM #14.** Enter the distance from the airport or heliport listed in #13 to the structure.

**ITEM #15.** Enter the direction from the airport or heliport listed in #13 to the structure.

**ITEM #16.** Enter the site elevation above mean sea level and expressed in whole feet rounded to the nearest foot (e.g. 17' 3" rounds to 17', 17'6" rounds to 18'). This data should match the ground contour elevations for site depiction submitted under **ITEM #20.**

**ITEM #17.** Enter the total structure height above ground level in whole feet rounded to the next highest foot (e.g. 17'3" rounds to 18'). The total structure height shall include anything mounted on top of the structure, such as antennas, obstruction lights, lightning rods, etc.

**ITEM #18.** Enter the overall height above mean sea level and expressed in whole feet. This will be the total of **ITEM #16 + ITEM #17.**

**ITEM #19.** If an FAA aeronautical study was previously conducted, enter the previous study number.

**ITEM #20.** Enter the relationship of the structure to roads, airports, prominent terrain, existing structures, etc. Attach an 8-1/2" X 11" non-reduced copy of the appropriate 7.5 minute U.S. Geological Survey (USGS) Quadrangle Map MARKED WITH A PRECISE INDICATION OF THE SITE LOCATION. To obtain maps, Contact USGS at 1-800-435-7627 or via Internet at "<http://mapping.usgs.gov>". If available, attach a copy of a documented site survey with the surveyor's certification stating the amount of vertical and horizontal accuracy in feet.

**ITEM #21.**

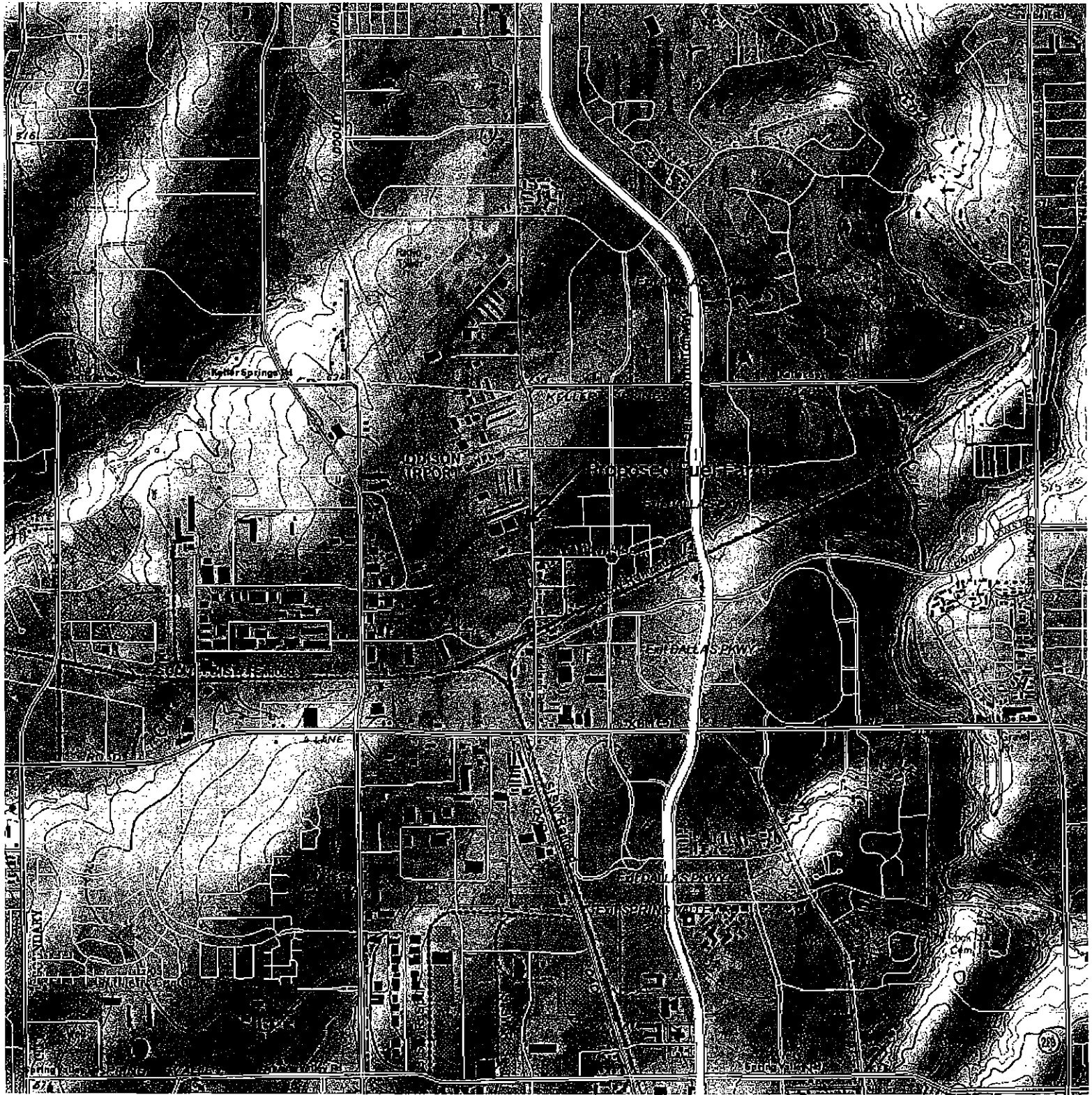
- For transmitting stations, include maximum effective radiated power (ERP) and all frequencies.
- For antennas, include the type of antenna and center of radiation (*Attach the antenna pattern, if available*).
- For microwave, include azimuth relative to true north.
- For overhead wires or transmission lines, include size and configuration of wires and their supporting structures (*Attach depiction*).
- For each pole/support, include coordinates, site elevation, and structure height above ground level or water.
- For buildings, include site orientation, coordinates of each corner, dimensions, and construction materials,
- For alterations, explain the alteration thoroughly,
- For existing structures, thoroughly explain the reason for notifying the FAA (*e.g. corrections, no record of previous study, etc.*).

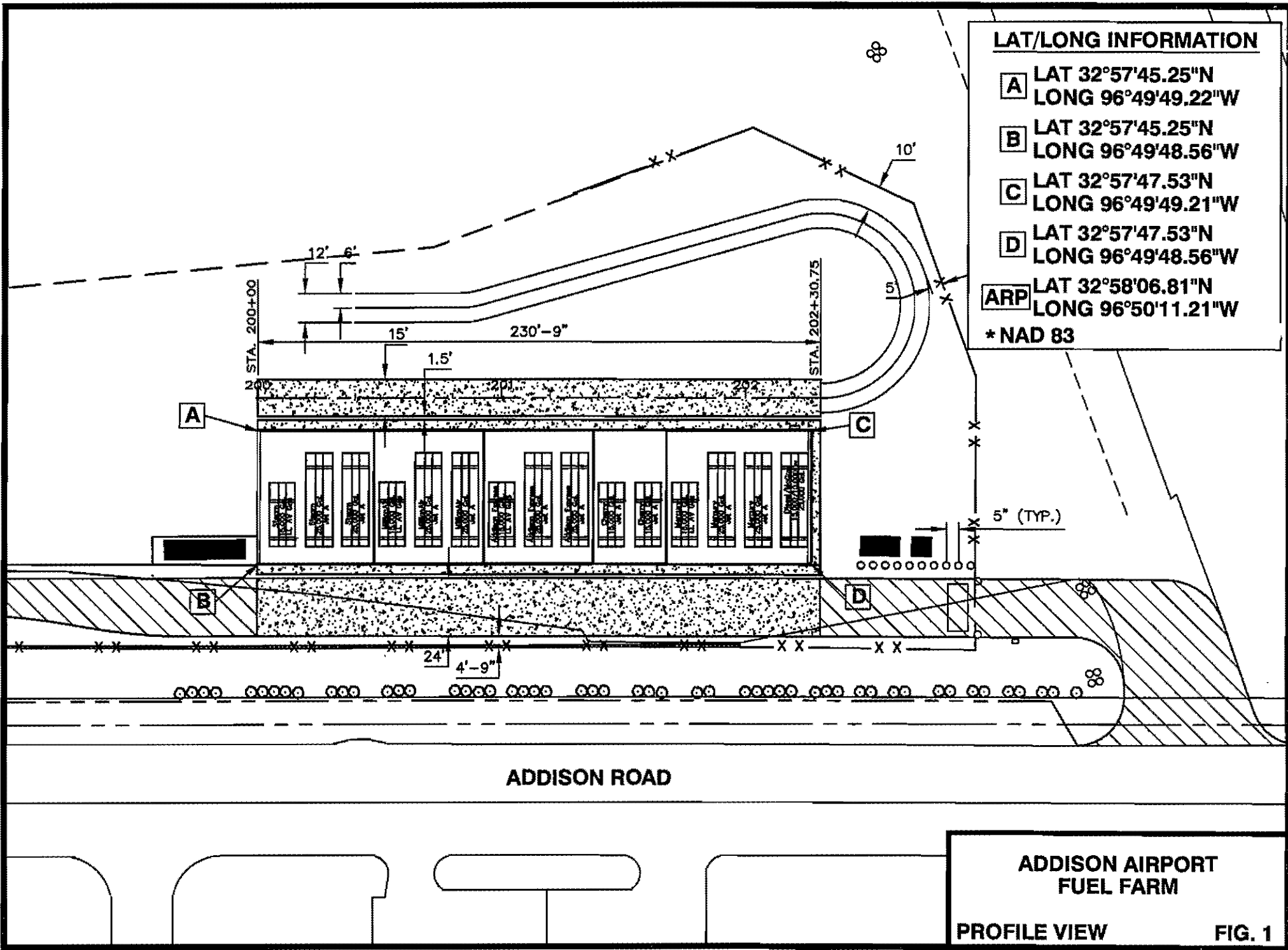
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Filing this information with the FAA does not relieve the sponsor of this construction or alteration from complying with any other Federal, state, or local rules or regulations. If you are not sure what other rules or regulations apply to your proposal, contact local/state aviation and zoning authorities.

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**Paperwork Reduction Work Act Statement:** This information is collected to evaluate the effect of proposed construction or alteration on air navigation and is not confidential. Providing this information is mandatory for anyone proposing construction or alteration that meets or exceeds the criteria contained in 14 CFR, part 77. We estimate that the burden of this collection is an average 19 minutes per response. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The OMB control number for this collection is 2120-0001.





**LAT/LONG INFORMATION**

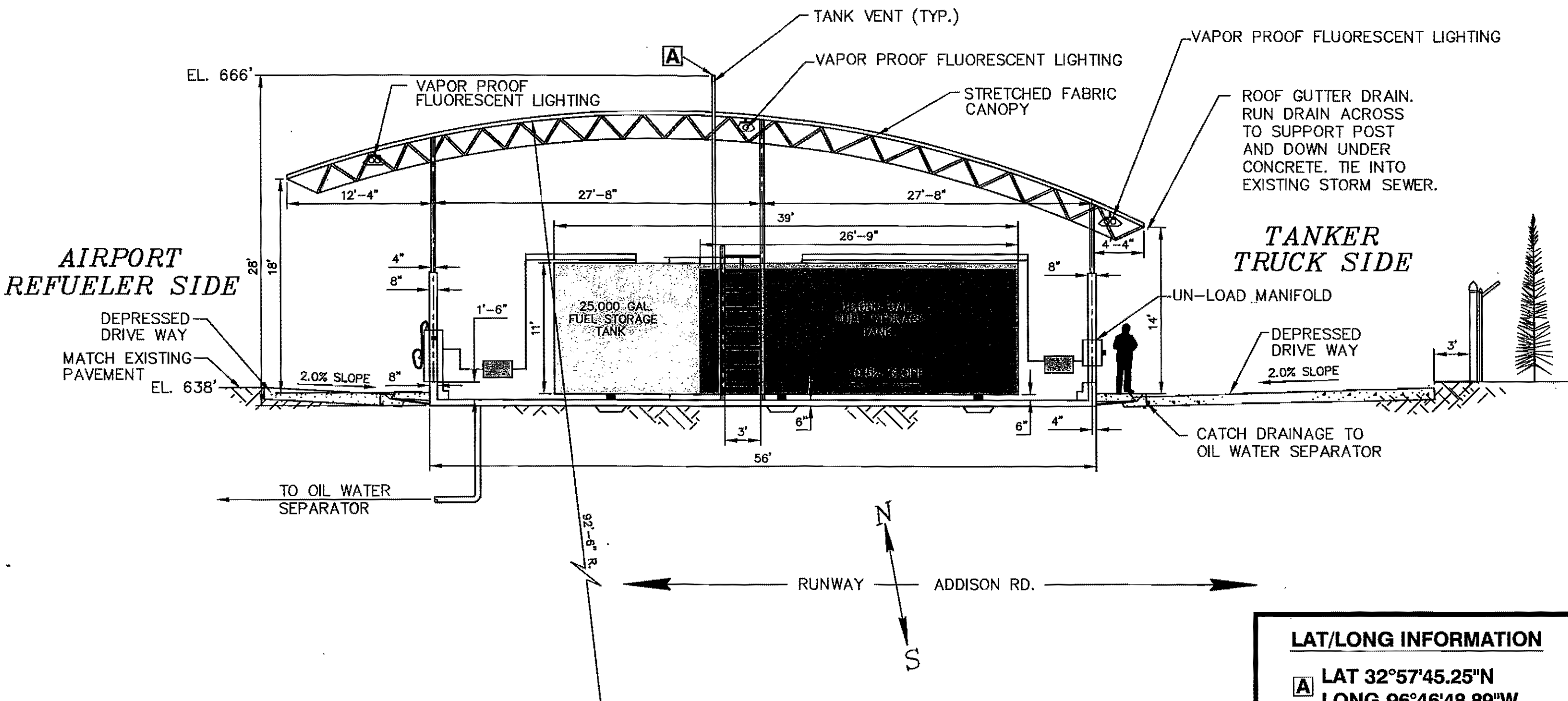
- A** LAT 32°57'45.25"N  
LONG 96°49'49.22"W
  - B** LAT 32°57'45.25"N  
LONG 96°49'48.56"W
  - C** LAT 32°57'47.53"N  
LONG 96°49'49.21"W
  - D** LAT 32°57'47.53"N  
LONG 96°49'48.56"W
  - ARP** LAT 32°58'06.81"N  
LONG 96°50'11.21"W
- \* NAD 83

**ADDISON ROAD**

**ADDISON AIRPORT  
FUEL FARM**

**PROFILE VIEW**

**FIG. 1**



<b>LAT/LONG INFORMATION</b>	
<b>A</b>	LAT 32°57'45.25"N LONG 96°46'48.89"W
<b>ADDISON AIRPORT FUEL FARM</b>	
<b>PROFILE VIEW</b>	<b>FIG. 2</b>

Fuel Farm  
Gas Line Relocation

10-21-04

Gas line is most likely in conflict with new fuel farm. Gas line must be relocated, or deepened at or near its present location. This must be done before fuel farm construction begins - (Why can't duct bank be brought up against the bottom of the bathtub to save depth?)

George Melendez\*

1. Meet with ~~Howard~~ Lewis in the field to explain situation and give them plans. We need to know the elevation of the bottom of the duct bank and clear it by at least 3 feet
2. Pot hole gas line - preferably by the gas co (we could do it) and get elevations on the gas line
3. Order ~~Howard~~ to relocate, or deepen gas line now

George  
George Melendez  
Atmos Energy  
1310 Highway 66  
Garland, TX 75040



# HP LaserJet 3200se



HP LASERJET 3200

OCT-20-2004 5:46PM

## Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
505	10/20/2004	5:44:41PM	Send	913038433133	1:49	7	OK

TOWN OF

**ADDISON**

**PUBLIC WORKS**

To: Sam Lundgren

From: Jim Pierce, P.E.

Company: Washington Group

Asst. Public Wks. Dir.

Phone: 972/450-2879

FAX: 972/450-2837

FAX #: 1-303-843-3133

jpierce@ci.addison.tx.us

Date: 10-20-04

16801 Westgrove

P.O. Box 9010

# of pages (including cover): 7

Addison, TX 75001-9010

Re: Fuel Farm

Original in mail     Per your request     FYI     Call me

Comments: Sam: Referring to the August  
Phase III go-by, Section PF Proposal  
Form, Sect MB Maintenance Bond and  
Appendix Sample of Texas Sales Tax Exemption  
Certificates were all missing from your  
Spec book. All these sections are  
necessary. The August Phase III Proposal  
is for a Unit Price job but the  
Summary at the end is applicable.  
You need to bring your "Bid Submittal  
Sheet" up into the Proposal Form and  
modify it for the A+B feature we  
want. I am also attaching a draft  
of a Bid Proposal we are working on  
for another job. It is applicable  
except it needs to be modified

Fax to Sam Lundgren

Page 2

to apply the additive alternate  
as I drew on the chalk board.

Please let me review the proposal  
form as soon as possible.

Hope this helps and makes sense.

Jim

**SECTION B**

**BID PROPOSAL  
FOR  
PROJECT NAME**

Addison, Texas  
Date: DAY, DATE, YEAR

PROPOSAL OF: \_\_\_\_\_  
(Contractor)

Check appropriate business entity.

\_\_\_\_\_ A corporation organized and existing under the laws of the State of Texas.

\_\_\_\_\_ A corporation organized and existing under the laws of the State of (If a non-Texas Corporation, please attach a copy of the corporation's Articles of Incorporation)

\_\_\_\_\_ A partnership consisting of \_\_\_\_\_.

\_\_\_\_\_ A sole proprietorship owned by \_\_\_\_\_, an individual.

**DO NOT REMOVE BID PROPOSAL FROM SPECIFICATION BOOK**  
**SPECIFICATION BOOK TO BE SUBMITTED IN IT'S ENTIRETY**

To: THE TOWN OF ADDISON, TEXAS  
5350 BELTLINE ROAD  
ADDISON, TEXAS 75001

*and the plans,*

The undersigned bidder, pursuant to the foregoing advertisement for bids, has carefully examined this proposal, the contract documents, special provisions, general provisions, special specifications, ~~and~~ the specifications, and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other facilities and complete fully all the work as provided for in the specifications and contract documents; and binds himself upon formal acceptance of this proposal to execute a contract and bonds, according to the prescribed forms, for performing and completing the said work within the required time.

~~It is understood that the following quantities of work to be done are approximate only, and are intended principally to serve as a guide in figuring out the bids. It is further understood that the quantities of work to be done and materials to be furnished may be increased or decreased as may be considered necessary, in the opinion of the engineer, to complete the work as fully planned and contemplated, and that all quantities of work whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.~~

~~Unit prices are to be shown in both words and figures. In case of a discrepancy, the amount shown in words will govern.~~

~~The unit prices shall include all labor, materials, equipment, overhead, profit, insurance, etc., to cover the completed work of the several kinds called for.~~

The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications, to the satisfaction of the OWNER.

The undersigned certifies that the bid prices contained in this Proposal have been carefully checked and are submitted as correct and final.

The undersigned bidder hereby declares that he has visited the site of the work.

In the event of the award of a Contract to the Bidder, the Bidder will furnish Performance and Payment Bond for the full amount of the Contract, to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the Contract.

*The bid for the construction of this project, complete and in operation, shall be a lump sum.*

Receipt is acknowledged of the following addenda:

Addendum #1 \_\_\_\_\_  
Addendum #2 \_\_\_\_\_  
Addendum #3 \_\_\_\_\_  
Addendum #4 \_\_\_\_\_

Respectfully Submitted,

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Seal if bidder is a corporation

BID SCHEDULE "A" PROJECT NAME  
**BID PROPOSAL FOR WESTFIELD WATER SERVICE REPLACEMENT**

PAY ITEM	APPROX QUANTITY	UNIT	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
1.	XX	EA	ITEM DESCRIPTION  Dollars \$ and _____ Cents per EA		\$

LUMP SUM BID  
 TOTAL FOR PROJECT NAME: (SCHEDULE "A") \$ \_\_\_\_\_

**DO NOT REMOVE BID PROPOSAL FROM SPECIFICATION BOOK**  
**SPECIFICATION BOOK TO BE SUBMITTED IN IT'S ENTIRETY**

**BID SCHEDULE SUMMARY**  
**PROJECT NAME**

Bid Schedule and Description \_\_\_\_\_ Total Amount Materials & Services

Schedule "A" item description (such as Water Service Replacement) \_\_\_\_\_  
\$ \_\_\_\_\_

**TOTAL AMOUNT BID FOR SCHEDULE "A"**  
**=TOTAL OF STANDARD BID (A)** \$ \_\_\_\_\_

**WRITTEN IN WORDS:** \_\_\_\_\_

**TOTAL OF TIME BID:** \_\_\_\_\_ **(Calendar Days)**

**TOTAL OF CALENDAR DAYS X \$###.00 (B):** \$ \_\_\_\_\_

*Total Amount Bid For (B)* **WRITTEN IN WORDS:** \_\_\_\_\_

**BASIS FOR COMPARISON OF BIDS:**

**(A) + (B) = TOTAL BIDS:** \$ \_\_\_\_\_

**WRITTEN IN WORDS:** \_\_\_\_\_

- Notes: 1. All items, labor, materials, equipment, facilities, incidentals, and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid for the construction of the project.
2. Prices must be shown in words and figures for each item listed in this proposal. In the event of discrepancy, the words shall control.
3. It is understood that the Bid Security shall be collected and retained by the Owner as liquidated damages in the event a contract is awarded by the Owner based on this proposal within ninety (90) days calendar days after receiving bids and the undersigned fails to execute the contract and required bonds within seven (7) calendar days from the date the Contractor is notified and has received the conformed documents. After this period, if the contract has been executed and the required bonds have been submitted, the said Bid Surety shall be returned to the undersigned upon demand.
4. One contract will be awarded based on the total value of Schedule "A", (A), plus (B).

Bidder's Tax I.D. No. or Employer No. \_\_\_\_\_



IN-PLANT VALVES

CLOW MUD VALVES



**Available End Connections & Size Range**

Flanged End, Non-Rising	4"-24"
Flanged End, Rising Stem	4"-24"
Spigot End, Rising Stem	4"-24"
Spigot End, Non-Rising Stem	4"-24"

Available in either non-rising, rising or sliding stem.

**NOTE:** Flanged ends are faced and drilled to ANSI 125 pound template except holes under yoke where attached to flange are omitted.

**Accessories**

- Handwheels
- 2" Square Operating Nut
- Floorstands (NRS and R.S.)
- Extension Stems
- Electric Motor with Extension Stem
- Manual Actuator
- "T" Handles
- Stem Guides
- Floor Boxes

Size Range	Working Pressure
4"-24"	Recommended for use in lines of low seating or unseating pressures only





**Jim Pierce**

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**From:** Jim Pierce  
**Sent:** Monday, October 04, 2004 5:08 PM  
**To:** 'Lundgren, Samuel'  
**Cc:** Pyles, Lisa; Rood, Neil; Mark Acevedo  
**Subject:** RE: Specifications and Project Update

Sam: The construction time value language should be in the front end specs CD I gave you. The Instructions to Bidders, Para. I, Completion time, is the first reference. It refers to the Proposal Form and the Special Provisions. The next reference is Para. R, Cost plus Time Bidding.

Next is the Proposal Form. Your proposal form should be set up for a Lump Sum Bid and you will need to show the spot that the contractor writes in the number of days for his bid. The time value of a day we have set is \$3,000.00 per day.

Next is the Special Provisions, Para. 29, Award and Execution of Contract.

That is all of the references to A+B Bidding.

OK on your Numbers 1 and 2 below.

Jim Pierce, P.E.  
Assistant Public Works Director  
P.O. Box 9010  
Addison, TX 75001-9010  
972-450-2879

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

**From:** Lundgren, Samuel [mailto:Samuel.Lundgren@wgint.com]  
**Sent:** Wednesday, September 29, 2004 3:22 PM  
**To:** Jim Pierce  
**Cc:** Pyles, Lisa; Rood, Neil  
**Subject:** Specifications and Project Update

Jim,

I have final on the specifications which I am ready to send for your review. Please send the bid "construction time value" language you wanted inserted into the bid and general instructions section and I will forward the final specifications book.

Also, Raquel Morton, Associate, from David C. Baldwin Landscape Architects, will be sending 4 copies of the new "concept" plan for your review and selection. Concept A is a curved tree line plan that accommodates the drainage path and retention area into the storm line headwall along the new 10' c/l fence. Concept B is more of a zig-zag tree line. She feels they can have their plans ready in about one week, after concept selection.

Our final plan check and quality review is set for tomorrow, with cleanup and dispatch of final plans for your review on Friday.

For some of the questions from our previous meeting:

1. I have review the specification sheets on Ultraviolet/visible light fire detectors and do not recommend them for this application. the units are line of sight, so to mount them where the sunlight would not be a problem would mean that a substantial flame had developed before the alarm would indicate. The rate of rise type we have selected will alarm from heat under the canopy at 170 degrees (F) before the canopy fabric is effected and shrinks back (estimated at +300

10/19/2004

degrees).

2. Texas Administrative Code Title 30, Part 1 Chapter 334 requires that we "register" new Above Ground Storage Tanks (ASTs) with TCEQ prior to receiving delivery of fuel and common carriers are prohibited in delivering fuel until they have been provided a copy of the AST registration certificate. They ask for at least 30 day notification prior delivery and startup of the AST. Forms are available on line and I have all of the technical information.

Thanks for your patience and guidance,  
Respectfully,

Samuel Lundgren, P.E.  
Program Manager  
Washington Group International, Inc.  
7800 E. Union Avenue, Suite 100  
Denver, CO 80237  
Phone (303) 843-3596, Fax (303) 843-3133, Cell (720) 530-7315



4950 Keller Springs Road, Suite 480  
Addison, TX 75001  
(972) 392-3222  
(FAX) 392-0102

PROCESSES SERVICES, L.L.D.

# Fax Cover Sheet

Date: October 7, 2004

# of Pages (incl. cover) 4

To:

Mr. Jim Pierce  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001

Phone: (972) 450-2860

Fax: (972) 450-2837

From: Dan Franklin

Faxed by: DLF

Re: Lime pH series  
ECS Job # 19:3846 — Bulk Fuel Storage System

Originals to Follow Via:

- Mail
- FedEx/UPS
- Courier
- N/A

Remarks:  Urgent  Reply ASAP  For Your Review  Please Comment

Jim,

Attached are the results from the Lime pH series tests.  
Note that these tests indicate a distinct break after 2 % with no measurable gain up through 10 %.  
I could only find one short specification on lime treatment.  
As you mentioned, the Lime Association may be of better help.

Please call if you have questions.

Best regards,

Dan Franklin

$\frac{PI}{10} + 1 = \text{amt lime needed}$

site with airport personnel prior to construction activities beginning. Contractor will be required to attend a "Driving School" at the airport prior to construction. All employees of the contractor operating vehicles on the airport property will be required to attend the class.

**NOT USED**

**FINAL ACCEPTANCE OF WORK**

Final acceptance of the Work is subject to approval by the Town of Addison.

**WORK AREA**

Contractor shall restrict his construction activity to the project limits.

**CONTRACTOR'S AFFIDAVIT OF BILLS PAID**

The Contractor shall be required to execute the form provided in Section BP prior to the acceptance of the project.

**PAY ITEMS**

Pay items provided are intended to be all-inclusive of the work required on this project. Work required by the plans or specifications but not provided with a specific pay item shall be considered incidental to other items of work.

Final payment to the construction contractor shall not be made until all Work has been finally completed and verified in accordance with the construction contract, plans and specifications and have been finally accepted by the Town of Addison.

**SAMPLES AND TESTS OF MATERIALS**

The Contractor shall designate and pay a recognized testing laboratory, approved by the Owner, to perform all asphalt mix design for this project. Such designation shall be subject to the approval of the Owner. Samples of all materials for tests shall be taken by the Contractor's authorized representative at the discretion of the Owner.

All samples and tests shall be performed in accordance with the Standard Specifications for Public Works Construction, North Central Texas Council of Governments (3<sup>rd</sup> Edition, 1998) as amended or supplemented.

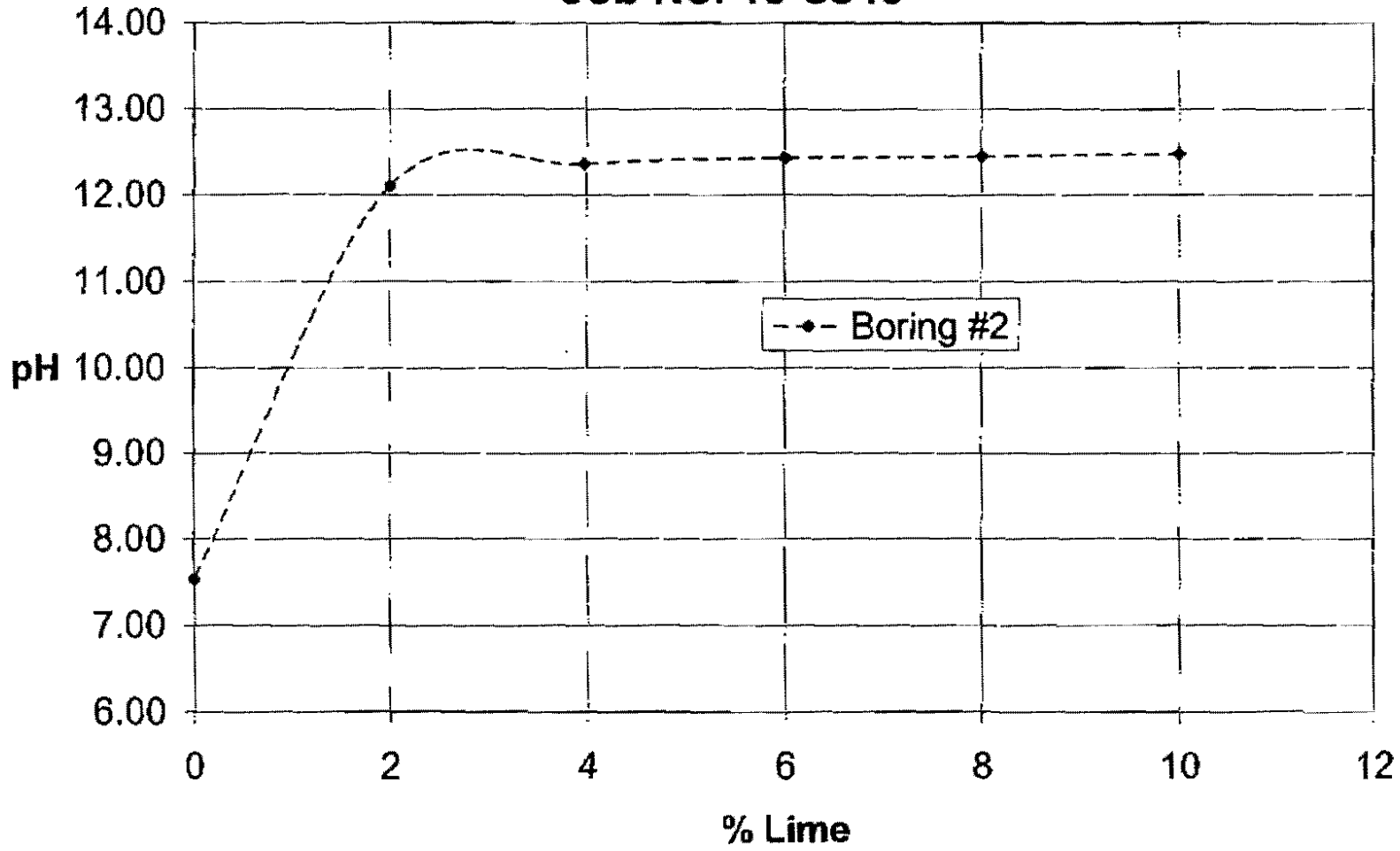
All asphalt mix designs and supporting data shall be submitted to the Owner for approval and accepted at least ten (10) days prior to placing asphalt. ~~All costs for testing and lab work shall be paid by the Contractor and will be subsidiary to other bid items. Item 5.7.4 (i) & (j) in the NCTCOG specifications will be utilized to conduct eight (8) tests.~~

**LIME TREATMENT**

Lime stabilization will be performed in accordance with Item 4.6 of the North Central Texas Council of Governments Standard Specifications for Public Works Construction (3<sup>rd</sup> Edition, 1998). The lime stabilized subgrade should be compacted to at least 95 percent of the maximum density as determined by Texas SDHPT Test Method Tex-113-E. A minimum of 8 percent by dry weight (48 pounds per square yard per 6-inch depth) is required.

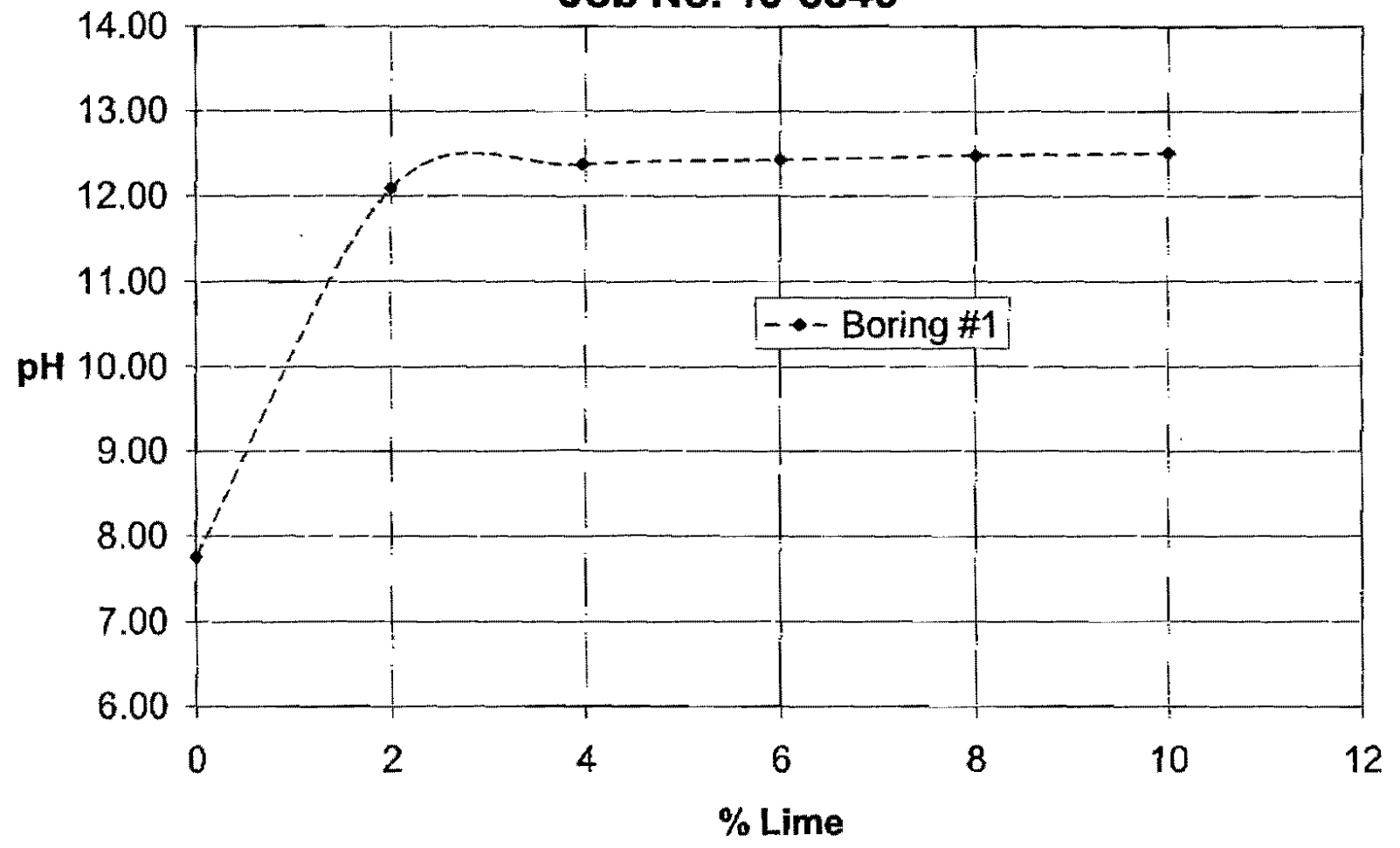
# LIME SERIES TEST RESULTS

## Job No. 19-3846



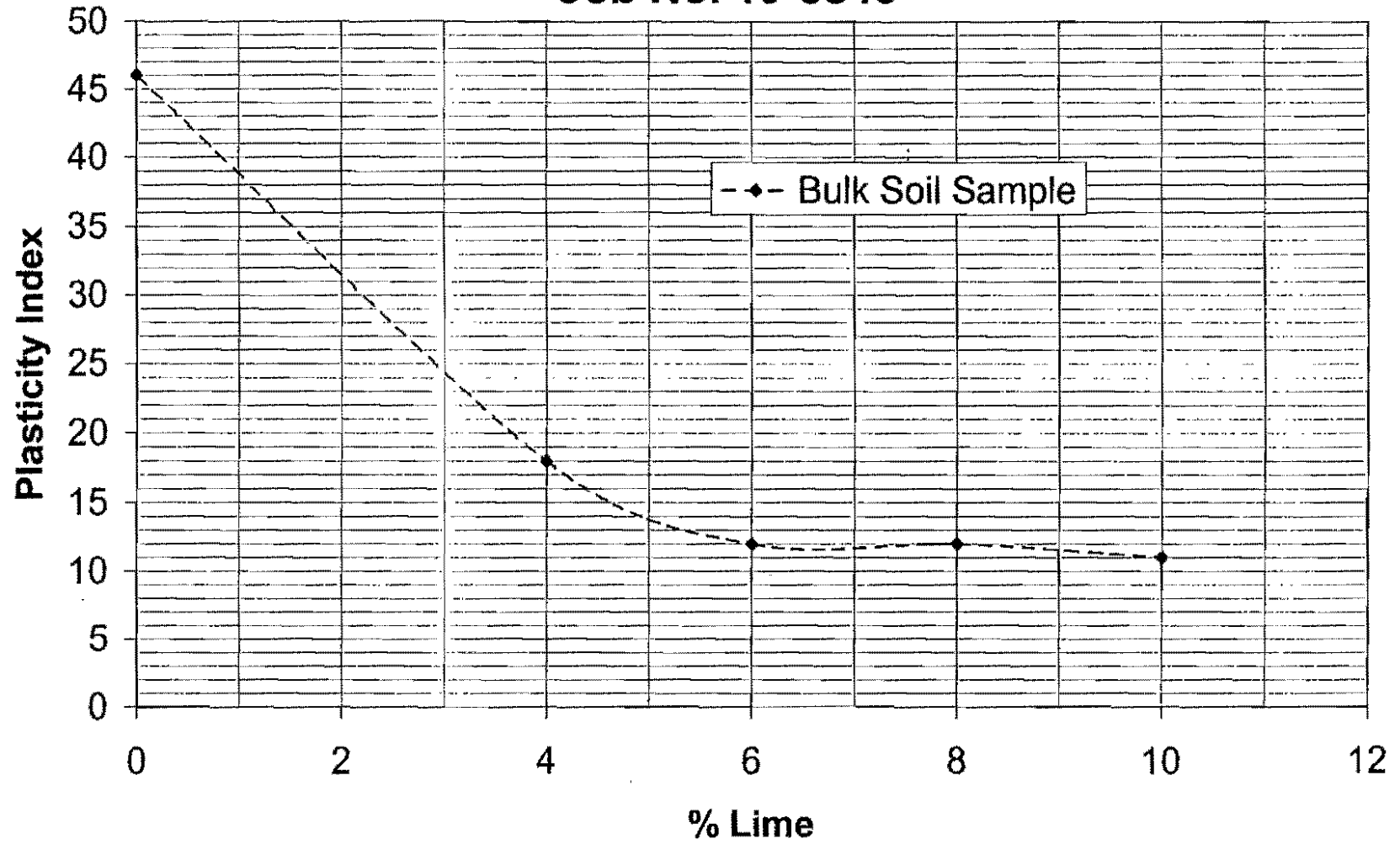
# LIME SERIES TEST RESULTS

## Job No. 19-3846



# LIME SERIES TEST RESULTS

Job No. 19-3846



**SWELL TEST RESULTS  
BULK FUEL STORAGE FACILITY  
SWC OF ADDISON ROAD AND GEORGE HADDAWAY STREET  
ADDISON, TEXAS**

**ECS JOB NO. 19-3846**

<b>BORING</b>	<b>SAMPLE</b>	<b>DEPTH (ft)</b>	<b>LIQUID LIMIT</b>	<b>PLASTIC LIMIT</b>	<b>PLASTICITY INDEX</b>	<b>INITIAL MOISTURE (%)</b>	<b>FINAL MOISTURE (%)</b>	<b>LOAD (psf)</b>	<b>% SWELL</b>
B-1	3	2-3	70	29	41	30.3	33.7	310	0.7
B-2	3	2-3	69	28	41	33.5	35.4	310	0.7



# HP LaserJet 3200se



HP LASERJET 3200

OCT-5-2004 9:13AM

## Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
257	10/ 5/2004	9:12:46AM	Send	913038433133	1:00	2	OK

TOWN OF  
**ADDISON**

**PUBLIC WORKS**

To: Sam Lundgren

From: Jim Pierce, P.E.  
Asst. Public Wks. Dir.  
Phone: 972/450-2879  
FAX: 972/450-2837  
jpierce@ci.addison.tx.us

Company: Washington

FAX #: 1-303-843-3133

Date: 10-5-04

16801 Westgrove  
P.O.Box 9010  
Addison, TX 75001-9010

# of pages (including cover): 2

Re: Fuel Farm Specs

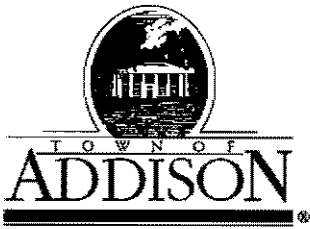
Original in mail     Per your request     FYI     Call me

Comments: Sam - The General Provisions in the  
electronic copy of the specs I gave you  
is not correct. Substitute the attached  
instead. Thanks,

Jim

## GENERAL PROVISIONS

1. The General Provisions of the Contract shall be as stated in the Standard Specifications for Public Work Construction, North Central Texas Council of Governments (3<sup>rd</sup> Edition, 1998), under Part I, "General Provisions", Items 1.0 through 1.63 inclusive, as amended or supplemented and except as modified by the Special Provisions.
2. The Town of Addison will require the contractor to obtain "Umbrella" Liability Insurance, as described in 1.26.3 of the Standard Specifications for Public Work Construction, North Central Texas Council of Governments (3<sup>rd</sup> Edition, 1998), under Part I, "General Provisions".
- ~~3. The "Analysis and Recommendations section of the Geotechnical Report in the Appendix will be strictly adhered to by the contractor throughout construction."~~



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

# LETTER OF TRANSMITTAL

DATE	10/4/04	JOB NO.	
ATTENTION			
RE:	Addison Airport Fuel Farm Design		

TO Sam Lundgren  
Washington Group

**GENTLEMAN:**

**WE ARE SENDING YOU**

- Shop Drawings
- Copy of letter

- Attached
- Prints
- Change order

- Under separate cover via \_\_\_\_\_ the following items:
- Plans       Samples       Specifications
- \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
1	9/16/04		Get Plans with comments — JEP
1			Sheets 3, 4, 8, 12, 14 Reviewed by Airport
1			Sheets 2 thru 8, 10, 27 Reviewed by J. Nicewander
1			Sheets 28 (2 sheets) and 29 Reviewed by Slade
1	9/10/04		Get Specs

**THESE ARE TRANSMITTED as checked below:**

- 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 \_\_\_\_\_ corrected prints
- For review and comment       \_\_\_\_\_
- FOR BIDS DUE \_\_\_\_\_ 19 \_\_\_\_\_       PRINTS RETURNED AFTER LOAN TO US

**REMARKS** Sam- The comments are extensive on the plans. I feel we need another face to face review meeting to finalize but will let you decide. Jenny Nicewander is the only person that reviewed the specs in detail. I have looked through them, we are not familiar with the CSI format... but that's OK. I just want to be sure we have specs to cover everything.

**COPY TO** Mark Avedon

**SIGNED:** Jefuria



**Transmittal**

Date: 9/29/2004

**Re: ADDISON AIRPORT**

**To: PUBLIC WORKS SERVICE CTR. TOWN OF AI**

**Copies to:**

Jim Pierce

16801 Westgrove Dr.

Addison, TX 75001

972-450-2879

**Items enclosed:**  Originals  Specifications  Samples  
 Prints  Reproductions  Other (see below)

**Via:**  Printer  Regular Mail  Messenger  FedEx

No. of Items	Description	Dated
4 copies	Landscape Plan (Preliminary)	9/29/2004

**Remarks:**

*Baldwin X-17*

**Action:**  For your use  As requested  
 For your approval  For your review / comment

**By:** Tung D Huynh 14

If enclosures are not included as noted, please contact us immediately.

# Meeting With Fuelers

9/17/04

Josh Martin	Mercury Air Center	972-930-0216
Kurt Schmidt	First AIR Group Inc.	607-739-3597
MAY STEIN		214-707-9999
JEFF CARR	MILLION AIR	972-733-5802
Lisa A Pyles	ADS	972 392 4855
MARK ACEVEDO	TOA	972-450-2848
Darci Neuzil	ADS	972-392-4854
Jim Pierce	TOA	972-450-2879
Phillip Brooks	Bassco Services	214-352-4432

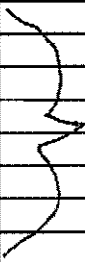
**Description:**

Construct a centrally located aviation bulk fuel storage and dispensing system with 15 individual bulk fuel storage tanks, with off-load and five Fixed Base Operator (FBO) metered dispensing systems, in a consolidated, environmentally protected site, including tanks and operating equipment, with suitable architectural considerations to blend into the site. The horizontal mounted cylindrical tanks will have an approximate dimension of ten and one-half feet (10 ½') diameter by forty-three feet (43') in length (25,000 gal), or alternatively, ten and one half feet (10 ½') diameter by twenty-six feet (26') in length (15,000 gal). Fuel storage tanks will be double wall, 2-hour fire rated, protected tanks. Primary products to be dispensed are Low Lead AVGAS and Jet A Fuel, with one two-compartment tank of 10,000 gal & 15,000 gal, with dispensing equipment for LL MoGas and Diesel. The Jet A, the off load systems will be capable of off loading a 8000 gallon over the road fuel tanker truck in 20 minutes, at approximately 350 gallons/minute and the dispensing systems into the Airport refueling vehicles will be rated at approximately 300 gallons/minute. Industry standard filtration systems with automatic shutdown and alarms will be installed on the off-load side of the storage tanks, to protect product in the fuel storage tanks. Overflow protection devices will be installed on all fuel storage tanks and connected to the pump control panel. Pump/dispensing control panel or panels, will be logically sequenced, gauged to fuel storage tanks for fuel level indication, and clearly marked for ease of operations. An oil/water separator will be installed and connected to the secondary containment dike area, using a valve connection and the off-load/dispensing pad to allow for immediate wash-down of any spilled product. The off-load/dispensing pad will be large enough to provide a designated parking spot for any aircraft-refueling vehicle that develops a leak. Fuel storage area will have explosion proof electrical fixtures and control panel. An 1 ½" water line will be required for emergency eye wash unit and a 1" hose and reel unit installed for wash down. The hose must reach all areas of the facility, including the oil/water separator. An emergency telephone/intercom/transmitter device will be installed with direct link to the Main Fire Station alarm room. Fuel storage tanks will be mounted in an 8" high concrete low wall secondary containment area, connected to the oil/water separator so that any major spill in the containment area can be washed down and pumped out through the oil/water separator. Design will include area lighting, site storm drainage and connection, any required utilities relocation, and site appearance considerations. Access from the outside (airport land side) will be controlled with electrically operated gates and/or a code or key access pad. Paved access will be required from the street and from the airfield areas. Street connection will include driveways, curb and gutter.

Division 1. General Conditions	<i>Inc Mobilization</i>	\$31,900.00
Division 2. Site Construction		
Site Clearing		\$7,500.00
Earthwork		\$8,750.00
Water Distribution		\$4,750.00
O/W Sep & Drainage		\$57,900.00
Asphalt Pvmt		\$33,500.00
Concrete Pvmt	<i>Roads</i>	\$36,800.00
Chain Link Fence		\$22,500.00
Division 3. Concrete		
Cast-in-Place	<i>Booth</i>	\$102,500.00
Division 5. Metals		
Metal Stairs	<i>Catwalk</i>	\$22,800.00
Pipe & Tube Railings	<i>1</i>	\$12,500.00
Gratings		\$2,800.00

Division 7. Thermal Protection			
	Fire Resistive Material	Coating Steel	\$48,500.00
Division 10. Specialties			
	Fire Protection	6-70lb ext.	\$1,150.00
Division 13. Special Construction			
	Fuel System Pipe	} fuel system	\$27,900.00
	Fuel System Valves		\$22,400.00
	Accessories		\$34,600.00
	Pumps		\$22,100.00
	Filtration		\$30,500.00
	Lighting Protection		\$3,100.00
	Fabric Structures	structure of Fabric (Fabric 70k)	\$345,500.00
	Fuel Storage Tanks		\$415,200.00
	Fuel Dispenser	no Gas	\$13,900.00
	Electric Gates		\$32,400.00
Division 15. Mechanical			
	Domestic Water Piping		\$2,250.00
	Water Specialties	Reel unit, Hose bibs	\$10,500.00
	Drainage Specialties	Catch Basins, See. Contract	\$22,800.00
	Storm Drainage Piping		\$26,800.00
	Emergency Plumbing	Eyewash	\$1,150.00

Division 16. Electrical		
	Wiring & Cables	\$27,000.00
	Boxes & Fittings	\$2,200.00
	Electrical Connections	\$3,550.00
	Motor Disconn Switch	\$28,500.00
	Transformer	\$2,250.00
	Panel Boards	\$1,800.00
	Contactors & Push B	\$12,400.00
	MCC	\$32,700.00
	Ext Lighting	\$14,300.00
	Voice Cabling	\$2,450.00
	Fire Alarms	\$10,600.00
	Controls & Instrument	\$42,600.00
	Tel Entry & Controller	\$3,250.00
O,H & P		\$350,000.00
<b>Total Lump Sum Bid</b>		<b>\$1,938,550.00</b>
Bid Bond Amount:		\$0.00



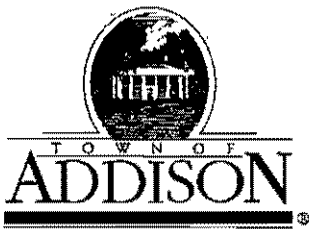
*Telephone  
Rate of Rise  
Instruments on Tanks*

*22%*

Submitted by:

Date:





**Public Works / Engineering**

16801 Westgrove • P.O. Box 9010

Addison, Texas 75001

Telephone: (972) 450-2871 • Fax: (972) 450-2837

**LETTER OF TRANSMITTAL**

DATE	8/20/04	JOB NO.
ATTENTION		
RE:	Addison Airport Fuel Farm	

TO Sam Lundgren  
Washington Group

**GENTLEMAN:**

**WE ARE SENDING YOU**

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

COPIES	DATE	NO.	DESCRIPTION
1	8/20/04		Sketch of details from fence to existing sidewalks along Addison Rd.

**THESE ARE TRANSMITTED as checked below:**

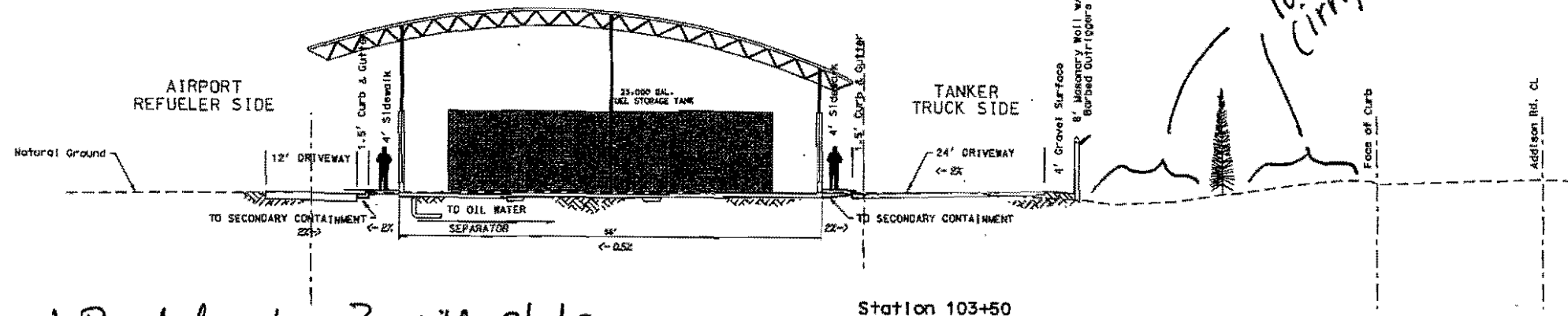
- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE \_\_\_\_\_ 19\_\_\_\_\_
- Approved as submitted
- Approved as noted
- Returned for corrections
- \_\_\_\_\_
- Resubmit \_\_\_\_\_ copies for approval
- Submit \_\_\_\_\_ copies for distribution
- Return \_\_\_\_\_ corrected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

**REMARKS** Sam: Attached are our decisions from the fence to edge of sidewalk. We suggest you hire a landscape architect (if you already don't have one) to do the design. Include all of this as part of the plans & specs.  
Thanker,

**COPY TO** Mark Acvedo

**SIGNED:** Jin

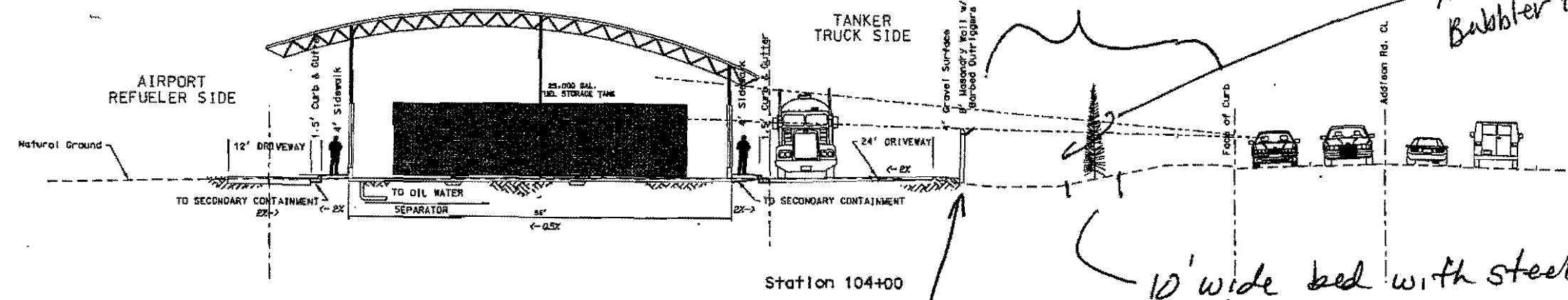
Suggested Landscape Arch:  
Dave Baldwin 972-509-1266



Black vinyl coated  
10' Chain Link Fence + Barked on top? with slats

Nellie R. Stevens Hollies @ 8' on centers 65 gal container grown, 10' high at the location shown  
Bubbler irrigation between each tree

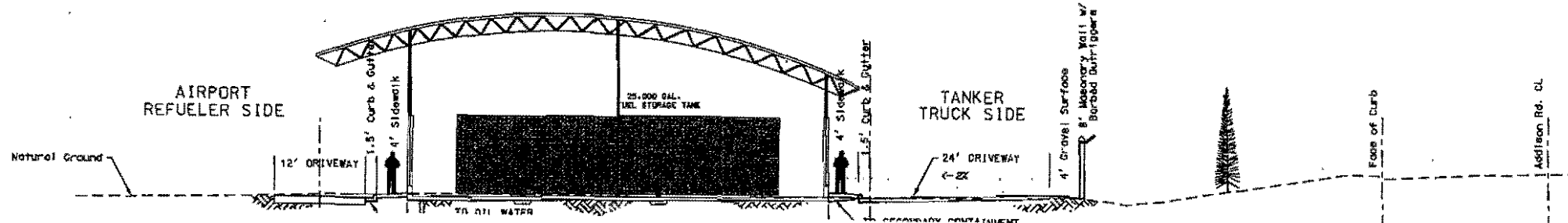
~~Area to be irrigated~~  
Area to be irrigated  
N.R. Stevens Hollies  
Bubbler irrigated



10' Fence

10' wide bed with steel edging mulched.

8/20/04



Meeting with Ron, Chris, Randy  
Lisa, Bill, Mark, Joe

8-19-04

## AGENDA

### Addison Airport New Bulk Fuel Storage and Dispensing Facility (Fuel Farm)

2:00 P.M. – Town Hall

➤ Site Plans

- Specs & Construction documents for bidding
- Canopy
- Landscape
- Dates
  - 8/24 – comments back from Fire Dept.
  - 8/27 – all comments back to Sam L.
  - 9/17 – Final construction review mtg.
    - Staff - morning
    - FBO's – afternoon

➤ Cost to FBO's

➤ Certificates of Obligation - \$ amount

Randy will find out who to send plans to  
for insurance review

Review Wall –  
Chain link fence? with slats?

# AST Alert



*Facilities with aboveground storage tanks containing petroleum products need to be aware of the stricter requirements of the new SPCC rules*

*By John Adams, PE*

A recent U.S. Environmental Protection Agency press release (EPA Region 8, 11/24/2003) reads as follows: "The U.S. Environmental Protection Agency's Denver office is seeking penalties of more than \$400,000 against 17 facilities in North Dakota for violations of the federal Clean Water Act's Spill Prevention Control and Countermeasure (SPCC) Plan Regulations."

EPA recently finalized new regulations [Title 40, Code of Federal Regulations, Part 112 (40 CFR 112)] regarding SPCC plans. This rule is applicable to all owners of aboveground oil and gasoline storage tanks. The rules have been in effect since the early 1970s but the new revisions were made to clarify the rule's language and organization. The requirements were initially put in place in 1973 and this new rule became effective August 16, 2002. EPA extended compliance with changes until August 2004; but compliance with the old rules is still required. After February 2005, operators of aboveground

storage tanks (ASTs) must prepare and implement an SPCC plan before beginning operations. EPA is currently inspecting AST sites and recent inspections have included diverse groups ranging from country clubs and car rental agencies to nursing homes.

The final rule is complex and covers more than 100 pages, including comments. EPA has tried to make understanding the rule easier with several summaries and brochures on the EPA Web site.

#### **Key Elements of the New SPCC Law**

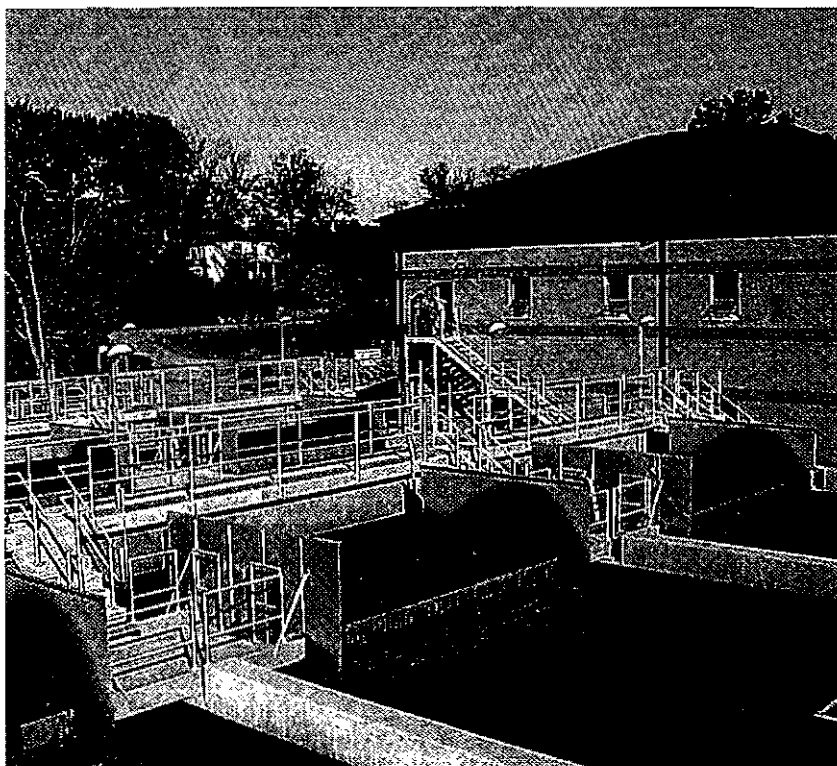
If a facility has more than a total of 1,320 gallons of total aboveground petroleum storage capacity, it probably will have to comply with the EPA's SPCC regulations. The 1,320-gallon capacity is determined by measuring the contents of all containers with a capacity of 55 gallons or more, including all petroleum products and animal oils and fats. All these storage drums and tanks must have secondary containment and be included in a written

control and countermeasures plan. Note that EPA's focus is on the capacity and not the amount stored. If a facility has a 2,000-gallon tank but only stores 500 gallons in it, the law says the entity has 2,000 gallons of storage.

Overall, the rule continues to apply to owners or operators of facilities that drill, produce, gather, store, use, process, refine, transfer, distribute, or consume oil or oil products. (See the table **Target Industries Identified in 40 CFR 112** for EPA's list of target entities.) This rule includes such diverse owners/operators as farmers, automobile lots, and school districts. It also includes storage for emergency generator fuel at locations such as hospitals. If you have aboveground storage capacity that totals more than 1,320 gallons of petroleum products, including all tanks and drums 55 gallons and larger, and the tanks are in a location where the drainage might eventually drain into navigable water, the law applies. Revisions incorporated into the new SPCC regulations

D. (Bob) Sproull, PhD, PE, is director of industrial sales and marketing at USFilter Envirex Products. He has 20 years of experience in developing, marketing, and selling wastewater treatment processes and equipment. Bob has an BS, MS, and PhD in chemical engineering from Purdue University in West Lafayette, Ind., as well as an MBA from Webster University in St. Louis, Mo. Sproull can be reached at (262) 521.8273 or sproullb@usfilter.com.

Additional vertical loop reactors are part of the planned expansion at the Alpine Cheese Company's wastewater treatment plant.



COURTESY OF US FILTER ENVIREX PRODUCTS

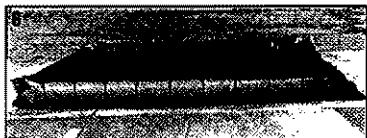
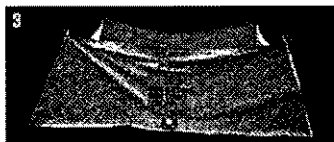
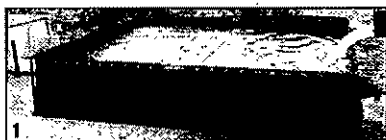
For more information, circle 303 on card.

### Definitions of Terms

- **Aerobic bacteria:** microbes that require oxygen to survive.
- **Facultative bacteria:** microbes that can survive with or without oxygen.
- **Inert:** material that is not readily degradable. In the context of the article, examples include diatomaceous earth, clay, sand, and grit.
- **Lysis:** when a cell breaks apart and loses its contents.
- **Wasting biological solids:** refers to sending biological solids for dewatering.

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Totally Self-Supporting - NO STEEL FRAME - Foam or Air Collar. Sizes: 500-14,000 Gallons.
3. **ROL-LA-TANK**  
Used for remote locations or oil spill clean up. Stores in convenient storage bag. Sizes: 250-2,000 Gallons.
4. **COLLAPSIBLE FABRIC PILLOW STYLE**  
Portable or grey water storage.
5. **FLOATING STRAINER**  
Self-Leveling in all water sources. Sizes: 1½ - 6'.
6. **INFLATABLE PORTABLE OAMS**  
Temporary containment for contaminated liquids. Sizes: 750-15,000 Gallons.
7. **PORTABLE OAM WITH "L" BRACKET SUPPORTS**  
Sizes: 750-15,000 Gallons.
8. **DRAIN COVERS**  
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Fax: 309-787-3635

Dealership Inquiries Invited

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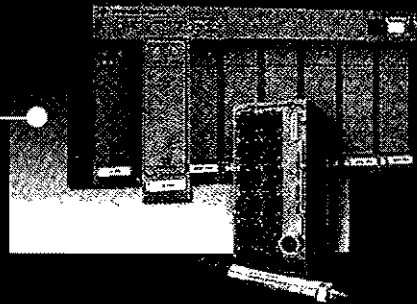
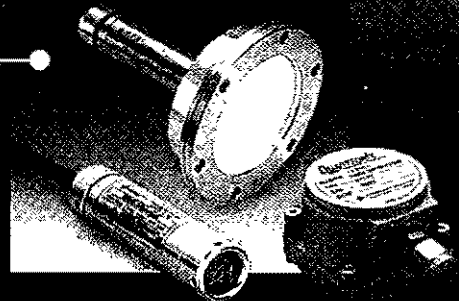
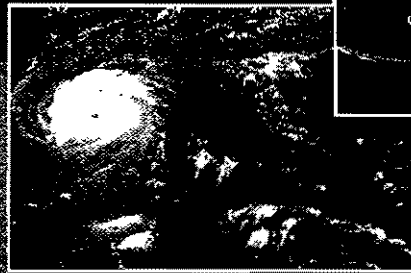
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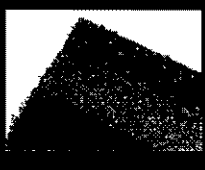
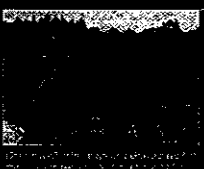

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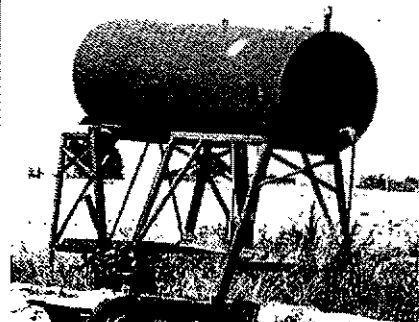


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include the exemption of completely buried storage tanks and the exemption of portions of certain facilities used exclusively for wastewater treatment. These facilities have their own rules.

One of the unique areas of emphasis for EPA is the requirement of secondary containment for the bulk trucks that refill the storage tanks. Not only does the SPCC plan have to have procedures for containing a spill from the tanks, the facility must have procedures and containment for the



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bulk filling trucks. This requirement can present some unique problems because frequently these trucks fill the storage tanks from locations outside the containment area, such as parking lots.

The preparation of the plan is the responsibility of the ASIs' owner, but it must be certified by a licensed professional engineer. The plan must describe the preparations and implementation to prevent any discharge of oil into local waters. Oil as defined in this law is very broad and includes petroleum, oil mixed with other wastes, animal oils and fats, and oil from vegetables, seeds, nuts, etc. It also covers petroleum products such as grease, synthetic oils, and mineral oils. Additionally, the SPCC plan must at least address the following:

- Operating procedures the facility implements to prevent oil spills
- Control measures installed to prevent oil from entering navigable waters
- Countermeasures to contain, cleanup, and mitigate the effects of oil spills

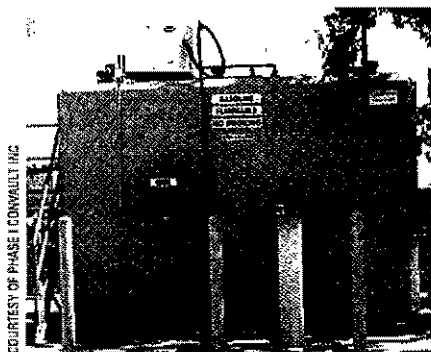
This means that an owner/operator might, for example, have to build a dike around bulk lube oil tanks or aboveground diesel tanks. The plan also must include record-



keeping, loading/unloading procedures, transfer procedures, and site security.

A key inspection area for EPA is recordkeeping. These records include, but are not limited to, annual training on the SPCC, regular safety training to include SPCC information, and both weekly and annual inspections of tanks and equipment. Furthermore, the SPCC plan must be recertified by a registered engineer every five years (unless there has been a major change in the site, in which case the SPCC plan must be updated as soon as possible).

Another important element of the SPCC program is the requirement for SPCC-regulated sites to report to EPA whenever two spills or discharges of 42 gallons or more occur within any 12-month period. If the spill is more than 1,000 gallons, only a single spill will trigger reporting.



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**When EPA Drops By for a Visit**

As the press release from EPA indicates, the agency has implemented a program to visit and inspect the SPCC plans at sites. EPA is using both agency employees and outside contractors to perform these inspections

In some cases, EPA may send a letter announcing that a site will be inspected in the near future and request a copy of the SPCC plan before the arrival of the inspectors. However, EPA is also making unannounced inspections where the facility's SPCC plan is reviewed on site by inspectors. The facility also will need to provide relevant documentation of operating procedures, spill prevention measures, personnel training, inspection procedures, drainage discharges, and spill incidents.

Additionally, the inspectors may conduct an unannounced drill during which they will inspect the condition of spill containment equipment and evaluate the facility's ability to respond to a spill.

**EPA is currently inspecting AST sites and recent inspections have included diverse groups ranging from country clubs and car rental agencies to nursing homes.**

In March 2004, EPA held a public meeting with interested stakeholders explaining the results of the settlement agreements

from two lawsuits, *American Petroleum Institute vs. U.S. Environmental Protection Agency*, Civil Action No. 02-02247, and *Petroleum Marketers of America vs. U.S. Environmental Protection Agency*, Civil

Action No. 02-02249. These lawsuits were settled earlier this year and did clarify some specific areas. In particular, the rulings clarified issues associated with tank-integrity testing, fencing, loading racks and the definition of impracticality. A key issue has been the requirement for secondary containment in loading racks. The




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## Target Industries Identified in 40 CFR 112

- Crop and Animal Production
- Crude Petroleum and Natural Gas Extraction
- Coal Mining, Non-Metallic Mineral Mining, and Quarrying
- Electric Power Generation
- Heavy Construction
- Petroleum and Coal Products Manufacturing
- Other Manufacturing
- Petroleum Bulk Stations
- Gasoline Stations
- Heating Oil Dealers
- Automotive Rental and Leasing
- Elementary and Secondary Schools and Colleges
- Hospitals and Nursing Homes

wording now refers to "loading and unloading areas." It appears that the interpretation will be that the area where a bulk truck fills these smaller tanks will fall under the rules for "undiked drainage" and will require some type of containment. Much more information concerning the settlement agreement is available at [www.epa.gov/oilspill/index.htm](http://www.epa.gov/oilspill/index.htm).

Overall, these regulations are still being resolved, but it appears that EPA

will not back off compliance for even small ASTs. In addition, EPA is inspecting small tank sites. Remember, even if the facility has an aboveground, double-walled petroleum storage tank the facility still has to provide secondary containment for bulk loading areas, training, documentation of training and tank inspections and, of course, the SPCC plan signed by a registered engineer. 

*John Adams, PE, is president of Phase 1 Environmental Inc., an environmental consulting firm based in Highlands, Texas. Adams received his BS in chemical engineering from Texas A&M University and an MBA from Harvard Business School. Before starting his own firm, he worked in various engineering and senior management positions for several major companies, including Conoco, Shell, and Tenneco. Adams was also an officer in the U.S. Air Force where he worked with nuclear weapons. He is a registered engineer in Texas and is a member of the American Institute of Chemical Engineers, the American Chemical Society, and the Texas Society of Professional Engineers. He can be contacted at (281)426.2756 or [jadams@mba1976.hbs.edu](mailto:jadams@mba1976.hbs.edu).*

For more information, circle 304 on card.

### e-Sources

- EPA's new regulations regarding spill prevention control and countermeasures (SPCC) plans — [www.epa.gov/oilspill/spcc.htm](http://www.epa.gov/oilspill/spcc.htm)

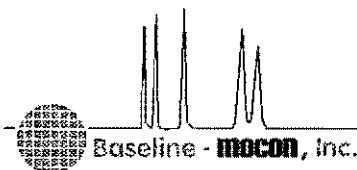
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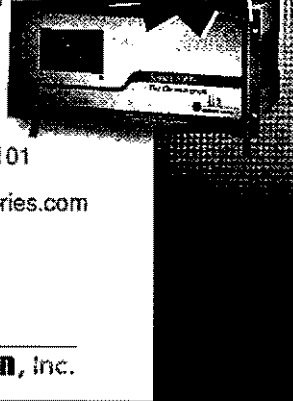
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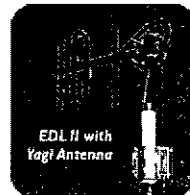
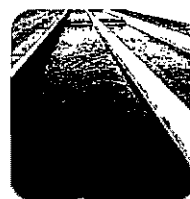
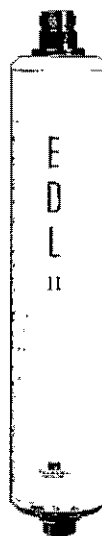


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## Addison Airport Fuel Farm Pricing Analysis

**Question:** Determine the minimum lease rate per tank for the proposed Addison Airport Fuel Farm based upon various assumptions.

**Methodology:** Devise a model to solve for the Net Present Value of a given cash flow stream over a certain time frame to equal "0". This would indicate the estimated breakeven point for revenue (Rent) over operating expenses and other capital requirements.

### **Base Assumptions:**

Land Area	1 acre (43,560 SF) is assumed required to accommodate the new facility.
Land Lease Rate	Cost of the land is assumed to be the current market ground lease rate subject to an annual CPI adjustment. The land cost is considered to represent the opportunity cost to the Airport for not being able to use the land for other revenue generating opportunities.
Annual CPI Escalator	An assumed CPI percentage is applied to various other variables as indicated here.
No. of Tanks	Number of tanks is assumed to be 15. Revenue projections are directly tied to the number of tanks leased. For the purpose of this analysis, all 15 tanks are assumed to be leased day 1 and with no vacancies throughout the analyses time frame.
Tank Cost	Tank cost is estimated to be \$65,100 per tank for 15 ballistic resistant tanks or, a total of \$976,500.
Infrastructure Cost	Includes all other construction cost other than the tanks and their dedicated pipes and values serving the tanks. Includes screening canopy. \$600,000
Maintenance Cost	Assumed to be a function of the land area @ \$.10 per SF. /year
Management Cost	Includes management fees and city staff overhead cost allocations attributed to the facility. Assumed to be 25% of annual revenue.
Tank Estimated Economic Life	Tanks are assumed to be fully depreciated at the end of 25 years and will need to be replaced at that time. The term of the analysis is tied to the tank economic useful life
Legal Costs for Yr. 1	One time upfront cost assumed to be \$1,000 per tank to cover costs associated with negotiating and drafting lease agreements.
Annual Legal Costs	Assumed to be \$100 per tank and subject to CPI increase
Discount Rate	A non-variable rate assumed for the purpose of calculating the present value of an irregular cash flow stream.
Reinvestment Rate	That rate of interest where a sum of money can be reinvested each year. Required for determining a reserve fund for tank replacement.
Residual Value of Infrastructure; Yr 25	If the cost of infrastructure is considered in the analysis, it is assumed that the infrastructure does not fully depreciate over time. For the purpose of this analysis, it is assumed the residual value equals the initial construction cost without any appreciation of value over time.
Tank Replacement Reserve Requirement	For the purpose of building a replacement reserve fund, a calculation is made using the initial cost of the tanks, escalated by the CPI over the holding period. This value represents what the tanks will cost to replace in year 25.

Percent of Participation	The percent of the replacement cost of the tanks to be funded by the replacement reserve fund. (Example: If City intends to establish a replacement reserve of only 50%, then City will want to set aside the appropriate amount of funds to equate to the replacement cost of the tanks in year 25.
Adjusted Reserve Requirement	The product of the Tank Replacement Reserve Requirement times the Percent of Participation
Annual Replacement Reserve	The result of a calculation that determines what amount should be funded into a reserve account each year, considering the time value of money, to equal the Adjusted Reserve Requirement.
Annual Lease Rate Per Tank	The lease rate per tank beginning in Year 1 so that the Net Present Value of the cash flow assumed will equal "0" or breakeven. The Annual Lease Rate Per Tank is increased each year by the CPI.
Monthly Lease Rate Per Tank	Annual Lease Rate Per Tank divided by 12 equal installments.
Net Present Value of Net Income and Capital Requirements	By solving for the annual lease rate that would yield a net income plus capital requirements to equal "\$ 0.00", this annual rent rate per tank represents the breakeven point where revenue from rents should be sufficient to offset projected operating costs and, if included, development costs and reserve requirements.

***Note: Cost of insurance, environmental management and related risks are assumed to be pass-through cost to each tenant on a pro-rata basis. These types of costs are very difficult to project with any degree of certainty.***

### **Summary of Scenarios and Results:**

Scenario 1: Generally assumes development, operating and capital costs are included in the analysis based upon the values given. Result: Starting lease rate per tank per month is \$1,253.

Scenario 2: The same as Scenario 1 except the Reserve Replacement Fund is not required. Result: Starting lease rate per tank per month is reduced to \$1,025.

Scenario 3: Land, Infrastructure, Legal costs and Residual Value are omitted from the analysis. Reserve Replacement Fund is fully required. Result: Starting lease rate per tank per month is \$810.

Scenario 4: Land, Infrastructure, Legal costs and Residual Value are omitted from the analysis. 50% funding of the Reserve Replacement Fund is required. Result: Starting lease rate per tank per month is \$696.

Scenario 5: Land, Infrastructure, Legal costs and the Residual Value are omitted from the analysis. Reserve Replacement Fund is not required. Result: Starting lease rate per tank per month is \$582.

## Addison Airport Fuel Farm Tank Pricing Analysis

	Scenario 1	Scenario 2	Scenario 3	Scenario 4	Scenario 5
Land Area	43,560	43,560	43,560	43,560	43,560
Land Lease Rate /SF	\$ 0.40	\$ 0.40	\$ -		\$ -
Annual CPI Escalation %	2.5%	2.5%	2.5%	2.5%	2.5%
No. of Tanks	15	15	15	15	15
Tank Cost @	\$ 65,100	\$ 65,100	\$ 65,100	\$ 65,100	\$ 65,100
Infrastructure Cost Total Construction	\$ 600,000	\$ 600,000	\$ -		\$ -
Maintenance (\$/SF)	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
Management (% of Revenue)	25%	25%	25%	25%	25%
Tank Economic Useful Life (yrs.)	25	25	25	25	25
Legal; Year 1 /tank	\$ 1,000.00	\$ 1,000.00	\$ -		\$ -
Legal; Annual /tank	\$ 100.00	\$ 100.00	\$ -		\$ -
Discount Rate	9%	9%	9%	9%	9%
Reinvestment Rate	5%	5%	5%	5%	5%
Residual Value of Infra. Yr 25	\$ 600,000	\$ 600,000	\$ -		\$ -
Tank Replacement Reserve Req.	(\$1,810,376)	(\$1,810,376)	(\$1,810,376)	(\$1,810,376)	(\$1,810,376)
% Participation	100%	0%	100%		0%
Adjusted Reserve Req.	(\$1,810,376)	\$0	(\$1,810,376)	(\$905,188)	\$0
Annual Replacement Reserve	(\$37,932)	\$0	(\$37,932)	(\$18,966)	\$0
<b>Annual Lease Rate Per Tank</b>	<b>\$15,036</b>	<b>\$12,294</b>	<b>\$9,723</b>	<b>\$8,352</b>	<b>\$6,981</b>
<b>Monthly Lease Rate Per Tank</b>	<b>\$1,253</b>	<b>\$ 1,025</b>	<b>\$810</b>	<b>\$ 696</b>	<b>\$ 582</b>

**Solving for NPV**

**NPV of NI & Capital Req.      0**

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## FULL SCALE FIRE TEST ON COMPOSITE MEMBRANES FOR TEXTILE STRUCTURES

PRECONTRAIT 502 8100

GLASS/PTFE

SP METHOD 2205  
SP SWEDISH NATIONAL TESTING INSTITUTE

March 2002

1/18

## **SUMMARY**

**TEST PROCEDURE**

**SCHEMATIC DRAWING OF THE FRAME TENT**

**GAS ANALYSIS EQUIPMENT & PROCEDURE**

**TEMPERATURE / GAS ANALYSIS  
COMPARATIVE TEST RESULTS  
PRECONTRAIINT 502 8100  
GLASS/ PTFE**

**COMPARATIVE BEHAVIOR TO FIRE & IMPACT ON BUILDING  
PRECONTRAIINT 502 8100: 1 TO 10 PHOTOGRAPHS  
GLASS / PTFE : 31 TO 40 PHOTOGRAPHS**



## REPORT

Date/Date  
1998-12-21

### Test procedure

A 100 m<sup>2</sup> (12 x 8.5 x 4.3 m (length x width x height)) storage tent is exposed to a fire from a combustible "sentry-box" placed near one corner of the tent, see enclosure 1. The possibility for smoke venting from the tent during the test is evaluated. The flame spread along the ceiling and the walls is measured. The amount of burning droplets or burning pieces falling down inside the tent is recorded visually.

Additional to the test method, smoke gas temperatures and smoke obscuration in the tents were measured. Also gas analysis of the smoke gases produced in the tents was performed.

Temperatures of the smoke gases were measured by means of a thermocouple tree, having thermocouples (type k) mounted at distances 1, 2, 3 and 4 m above the ground level.

Smoke obscuration (extinction coefficient) was measured by means of a white light system (lamp and photocell). The horizontal light beam from the lamp was traversing the smoky environment at a height of 1.65 m. The measurements are used to estimate the visibility in the smoke gas layer in the tent.

Gas analysis of the smoke gases was performed by means of an FTIR (Fourier Transform Infra Red) instrument during the tests. The FTIR instrument recorded CO, CO<sub>2</sub>, HCl, HBr, HF, HCN, CO<sub>2</sub> and NO<sub>x</sub> continuously with 15 seconds time resolution of the measurement data. The sampling probe was located at a height of 1.6 m. The smoke gases were sampled through a heated sampling line to the FTIR instrument which was located 20 m from the probe approximately.

Video recordings were performed from two different views during the tests, an inside view and an external view. Photographs were also taken during the tests.

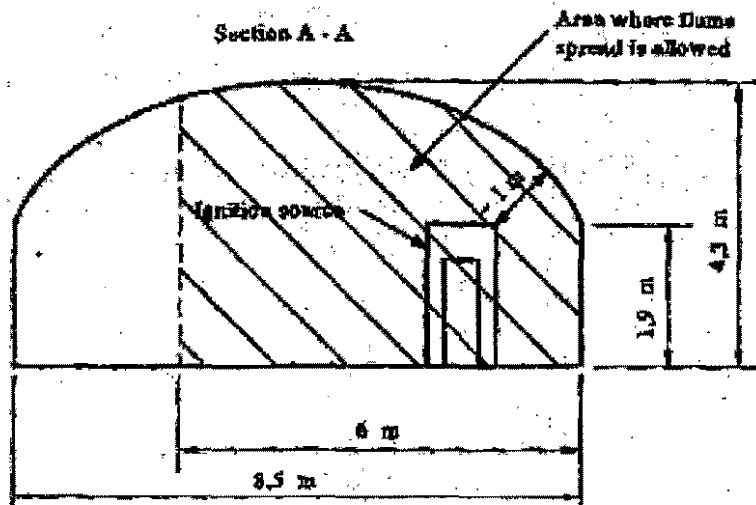
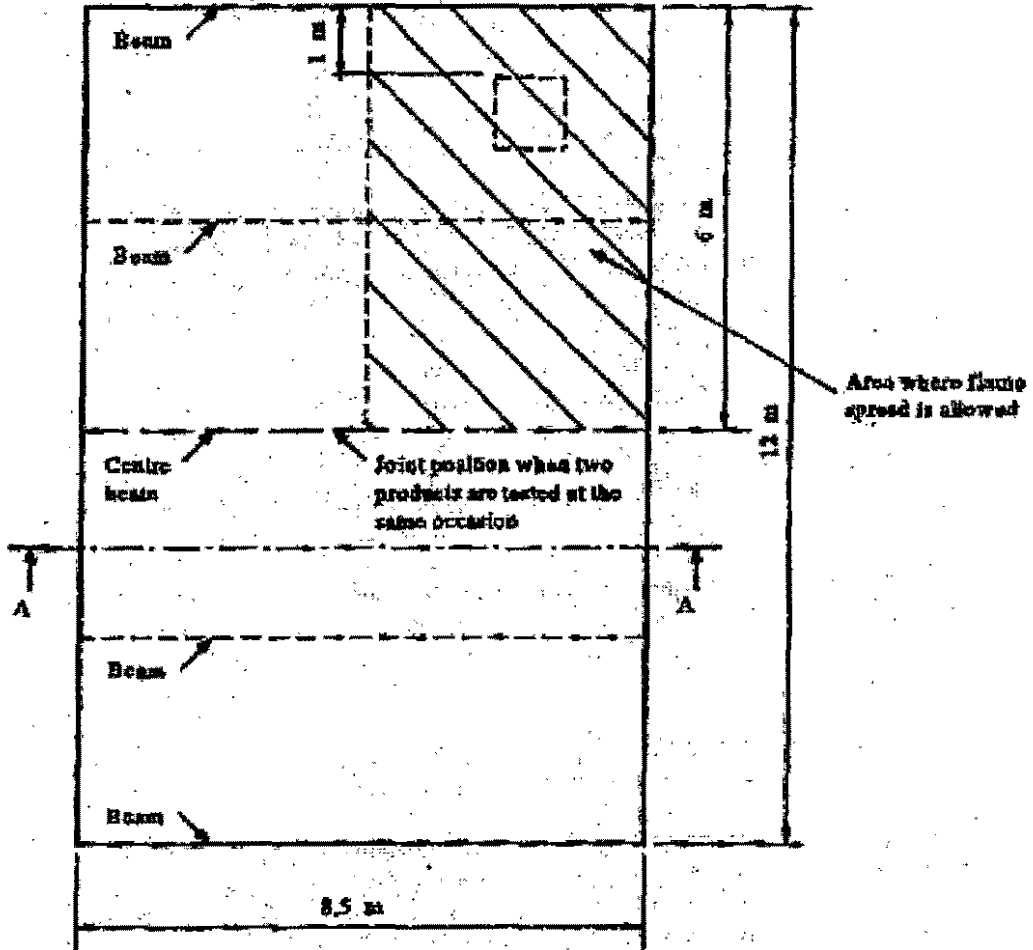
### Deviation from test method

There were no ventilation openings in the membranes at the top of the gables.



# REPORT

October  
1998-12-21







## REPORT

Date: 1998-12-21

### Gas analysis with Fourier Transform Infra Red (FTIR) equipment.

#### FTIR equipment and sampling train

Gas analysis of the smoke gases was performed by means of an FTIR (Fourier Transform Infra Red) instrument during the test. The FTIR instrument recorded CO, CO<sub>2</sub>, HCl, HBr, HF, HCN, CO<sub>2</sub> and NOx continuously with 15 seconds time resolution of the measurement data.

The probe was a stainless steel pipe opened at the end. The sampling point was located centrally along the long side, 2 m in from the wall membrane at a height of 1.6 m above ground level.

A heated filter was directly fitted on the sampling probe. The ceramic filter element had a porosity of 2  $\mu$ . The filter was heated to 180 °C.

From the filter the gas sample was led through a heated sampling line having a 6 mm diameter PTFE inner tubing and a heating sleeve on the outside. The sampling line from the filter was 20 m long. The heating sleeve kept a temperature of 180 °C measured between the inner tube and the heating sleeve.

The gas was transported to the FTIR instrument by means of a sampling pump placed after the FTIR instrument maintaining a constant flow rate of 4 litres per minute.

The gas cell of the FTIR instrument had a volume of 0.9 litres and an optical path length of about 5 meters fitted with gold plated mirrors. The temperature of the cell was kept at 150 °C. The temperature as well as the pressure inside the cell were continuously monitored. The instrument model was BOMEM MB 100 fitted with a DTGS detector. The instrument was used in the 4 cm<sup>-1</sup> resolution mode and during the test three scans were co-added for each spectrum.

#### Gas analysis - test results

In table 1 below gas analysis test results are given for each species as average and maximum concentrations measured in the tests during testing. When values are given as "less than" they are below the detection limit of the FTIR instrument.

# GAS ANALYSIS/ TEMPERATURE COMPARATIVE TEST RESULTS

<b>MEMBRANE</b>	PEAK SMOKE TEMPERATURE (C°) at 2 meter above ground level
<b>502 8100</b>	96 °C
<b>GLASS/PTFE</b>	261 °C

**GAS ANALYSIS TEST RESULTS GIVEN AS MAXIMUM and AVERAGE  
CONCENTRATION (%)**

**The sampling point was located at a height of 1.6 meter above ground level.**

MEMBRANE	CO <sub>2</sub>		CO		HF		HCl	
	Max	Average	Max	Average	Max	Average	Max	vera.
<b>502</b>	0.54	0.18	88	35	<5	<5	<10	<10
<b>GLASS/ PTFE</b>	1.13	0.30	220	60	<b>26</b>	<b>9</b>	<10	<10

## **FOR INFORMATION : CONVENTIONNAL TOXICITY INDEX (NFX 70-100)**

Extract § 6.3 / NFX 70-100

To evaluate the toxicity of emitted gas, the amount of gas recorded during the analysis are compared to values taken as reference, those references are called « critical concentration » and are expressed in mg/m<sup>3</sup> and labelled : « C.C. ».

The critical concentration of a gaz is the maximum concentration that a person is able to accept during 15 mn without irreversible biological consequences. Here enclosed Table 3 the Critical concentration of the various gaz

<b>Gaz</b>	<b>CC (mg/m3)</b>
CO	1 750
CO2	90.000
Hcl	150
HBr	170
HCN	55
HF	17
SO2	260

This shows that HF is the most dangerous gaz of the list 5000 time more toxic than CO 2, 100 time more toxic than CO .

## **CONCLUSION : WHEN EXPOSED TO IDENTICAL FIRE CONDITIONS**

- **GLASS PTFE generates approximately twice as much CO and CO2 than Pes/PVC membranes.**
- **GLASS PTFE generates a significant percentage of extremely dangerous HF, whereas the Pes/PVC membrane does not generate any\*.**

*\*The FTIR instrument used during the test could not record HF below 5% therefore the value listed states < 5 eventhough Pes/PVC membrane does not generate any HF.*

# **COMPARATIVE BEHAVIOR TO FIRE & IMPACT ON BUILDINGS**

- **Pes/PVC MEMBRANES GENERATE A HOLE IN THE ROOF PROPORTIONNAL TO THE FIRE**
- = **AUTOMATIC GAS and SMOKE EXTRACTION**
- = **QUICKER and EASIER EXIT ACCESS for PUBLIC SAFETY**

Pes/PVC membranes generates an opening of the roof in proportion to the size of the fire which in turn will allow an adequate capacity of evacuation of smoke and gas. The hole for smoke extraction is naturally positionned right above the fire in the optimum location for the smoke extraction.

Note : Glass/PTFE membrane allow only a limited extraction of the smoke and gas. More smoke and gas trapped inside the structure may jeopardize the evacuation of the public and safety of the persons.

## **- RISK OF FLASH OVER and FIRE EXTENSION :**

In a building which do not have smoke extraction devices (because of costs), the hot gas accumulated in the higher part of the building can catch fire at a given temperature and generate a FLASH OVER and extend the fire to the near by buildings.

Note : Glass/PTFE membrane record peak smoke gas temperature approximately 3 times higher than Pes/PVC membranes

## **CONCLUSION**

The above points are mentionned to alert on the fundamental difference between :

- The material flame retardency reaction according to given standards and,
- The actual behavior of fabric buildings under fire

**The benefit of Pes/PVC membrane in terms of smoke and gas extraction, safer public evacuation, limited production of toxic gas, lower temperature ...can only be evidenced in FULL SCALE FIRE TEST as descibed above. Laboratory standardized test on small format sample give only a restricted and non conclusive understanding of the actual behavior of a fabric building under fire.**



1998-12-21

9803 0296

1 (20)

Enclosure 7

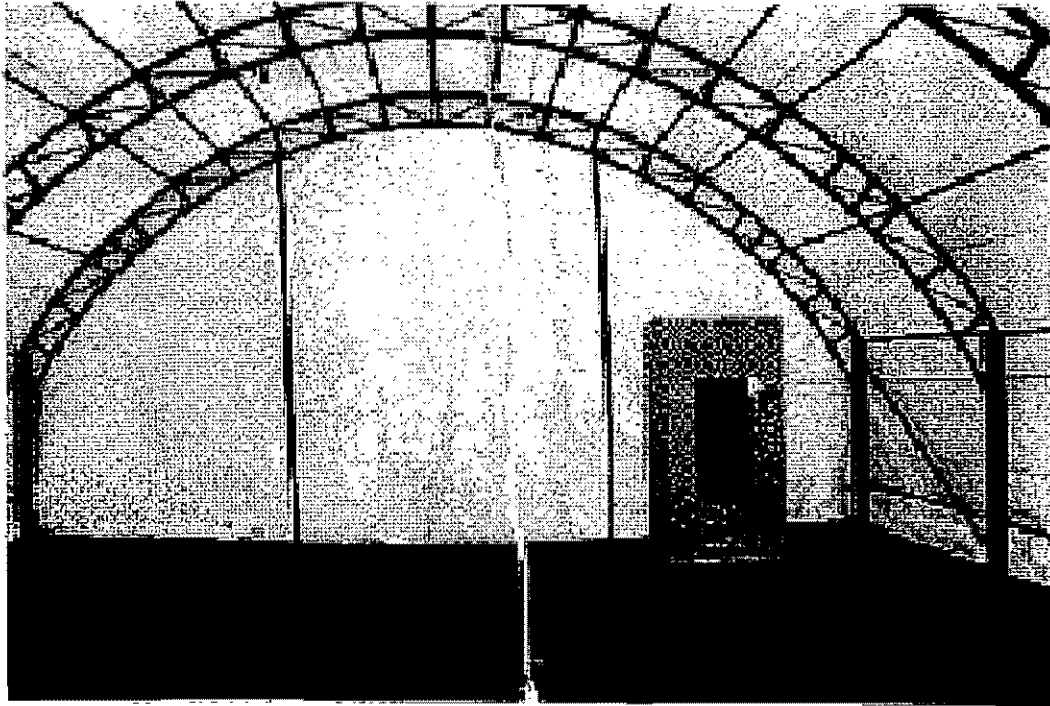


Photo no 1 0:12 (min) "101"  
The entry has been ignited. The entry box, gas sampling probe and thermocouple are shown.

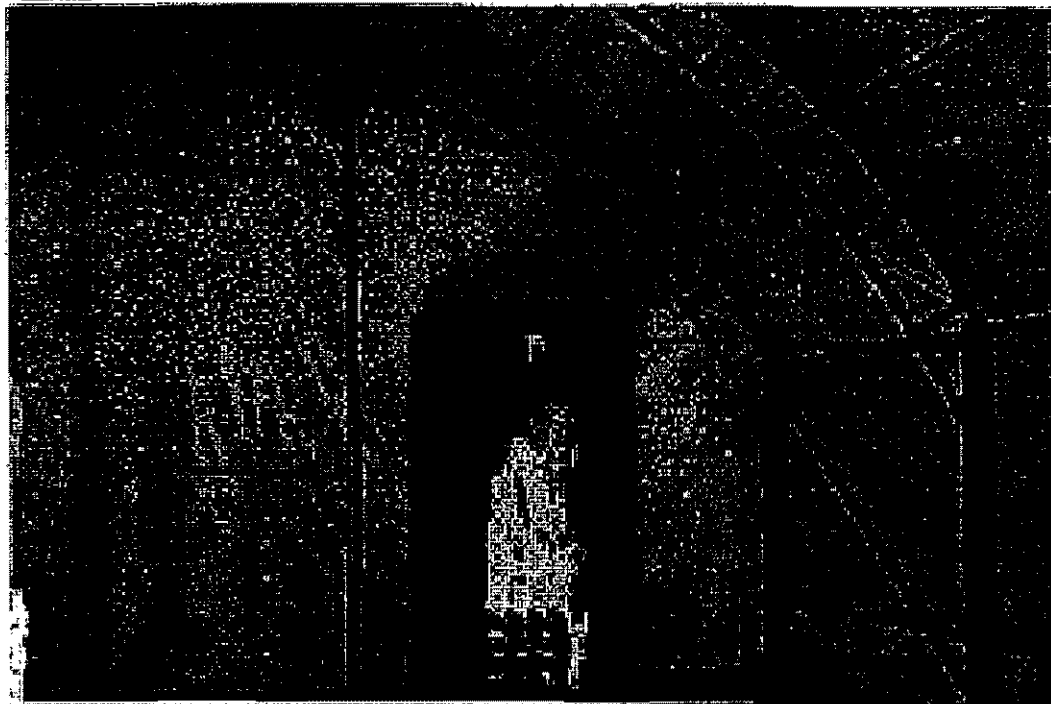


Photo no 2 0:56 (min) "102"  
Flames emerged through the opening of the entry box.



# REPORT

Date/Time  
1998-02-21

Incident/Location  
9802-3394

Page/Total  
1 (20)  
Equipment ?

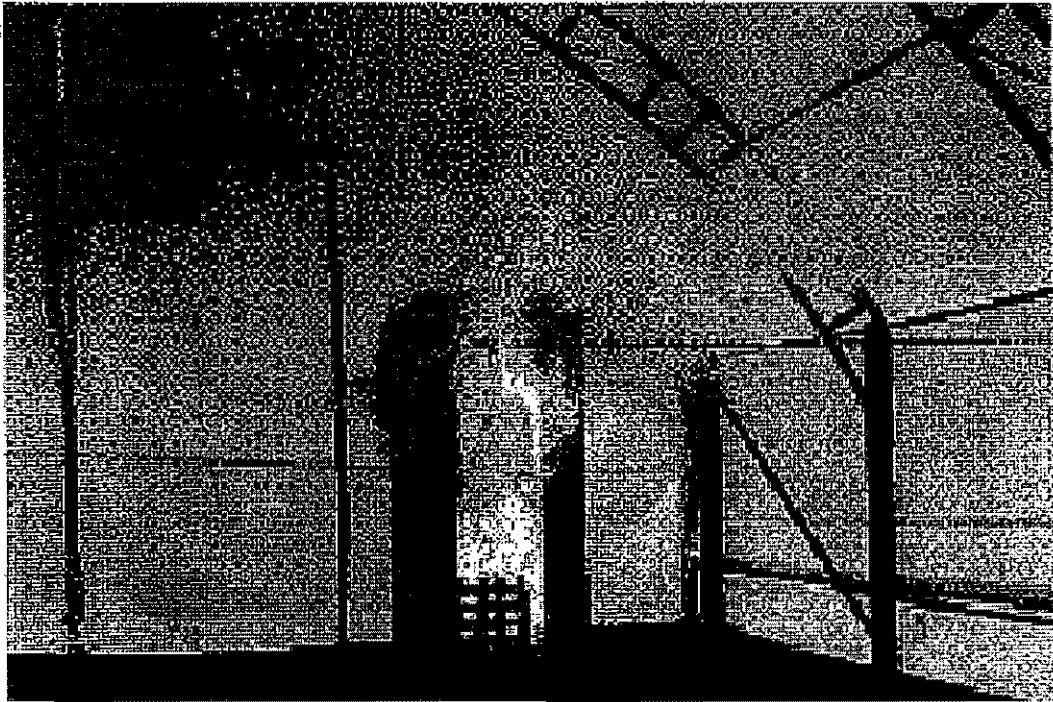


Photo no.3 2:38 (cont'd) "501"  
Holes between the ceiling-beam increased rapidly. Plumes reached the ceiling.



Photo no.4 3:13 (cont'd) "501"  
A hole was formed above the ceiling-beam. A smoke/gas layer had been formed.



# REPORT

Date: 1998-12-21

Reference: 98R2 5209

Page: 3 (20)  
Enclosure: 3



Photo no 6 3:44 (min) "502"  
The extent of the hole increased. Limited flaming in the membrane. A few burning pieces was seen.



Photo no 6 3:47 (min) "502"  
Some flaming in the membrane. Limited flame spread.



# REPORT

Date: 1958-11-28

Location: 50002-32965

Run: 4 (20)  
Exposure: 7



Photo no 7 4:02 (min) "502"  
The heat output from the motor has decreased and limited burning was seen in the nozzle.



Photo no 8 4:14 (min) "502"  
Temperature inside the vent decreased.





# REPORT

Date: 1994-12-21

Reference: 94R-3293

Page: 5 (50)  
Enclosure: 7

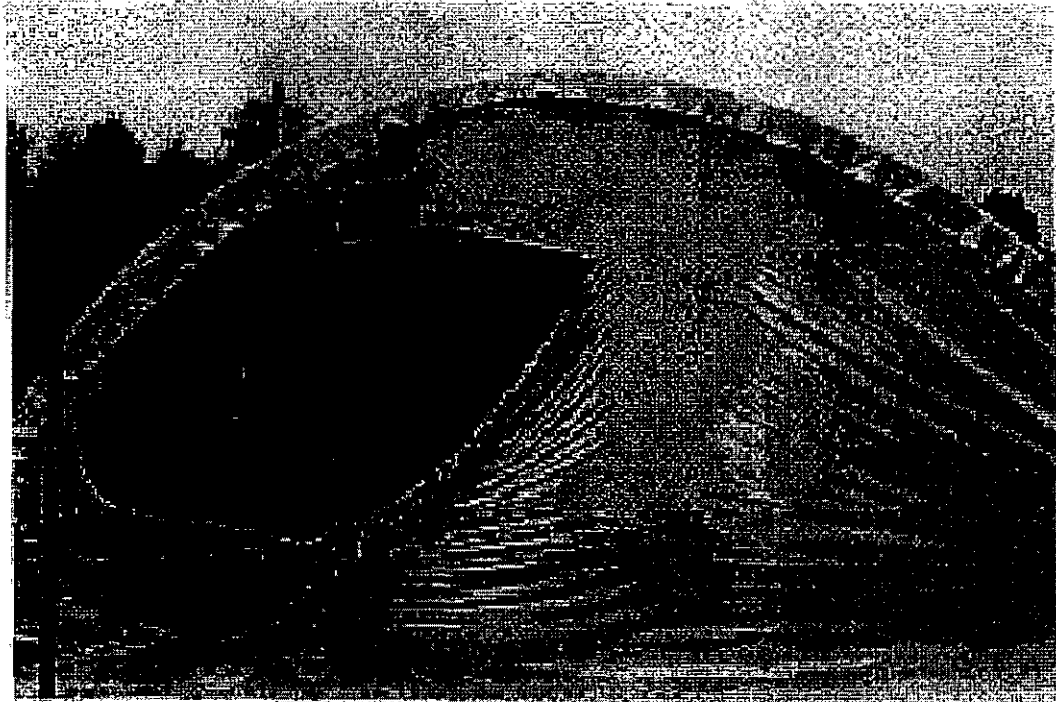


Photo no 9 5:18 (initial) "50X"  
No staining was seen in the membrane. Of the entry-box remained only the frame work.

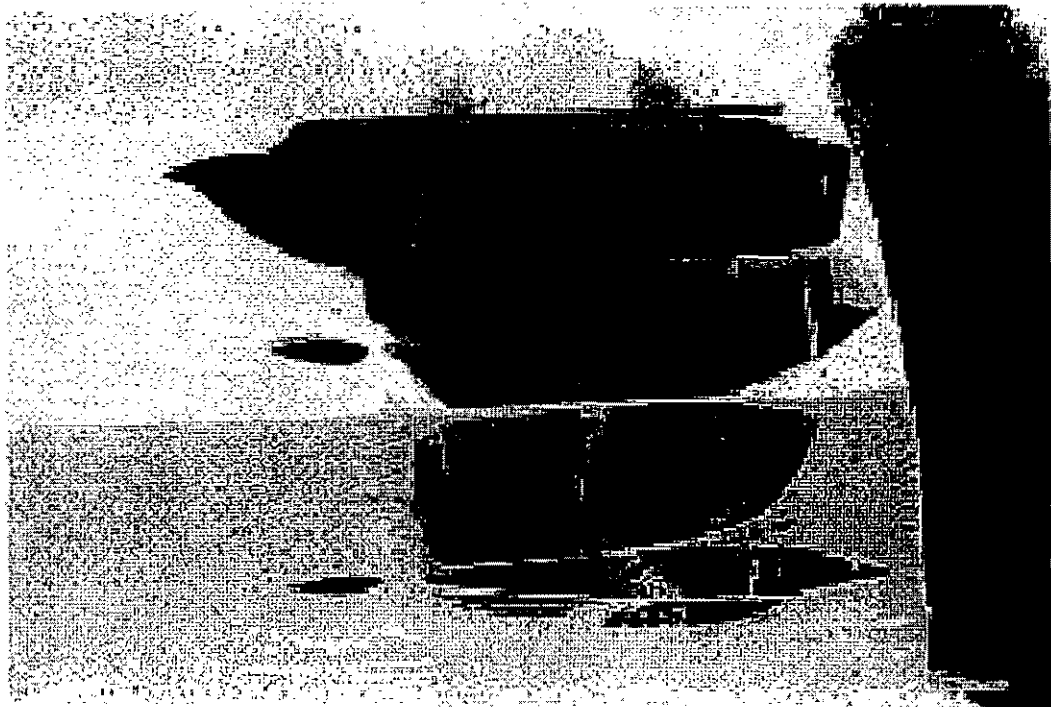


Photo no 10 6:25 (initial) "50X"  
A hole of 25 m<sup>2</sup> approximately had been formed in the ceiling.



# REPORT

Date: 1958-13-21

Location: 281st St

Page: 16-20  
Enclosure: 1

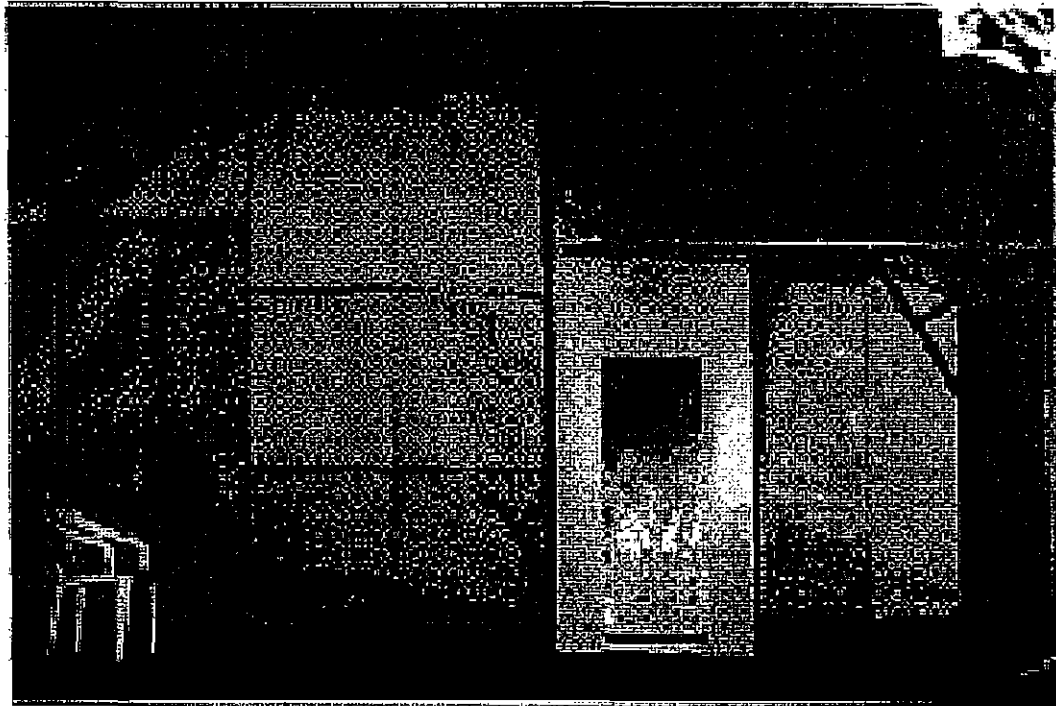


Photo no 31 2:07 (clock) "PTFE"  
The crib has been ignited. Plastic chairs were placed in the test.

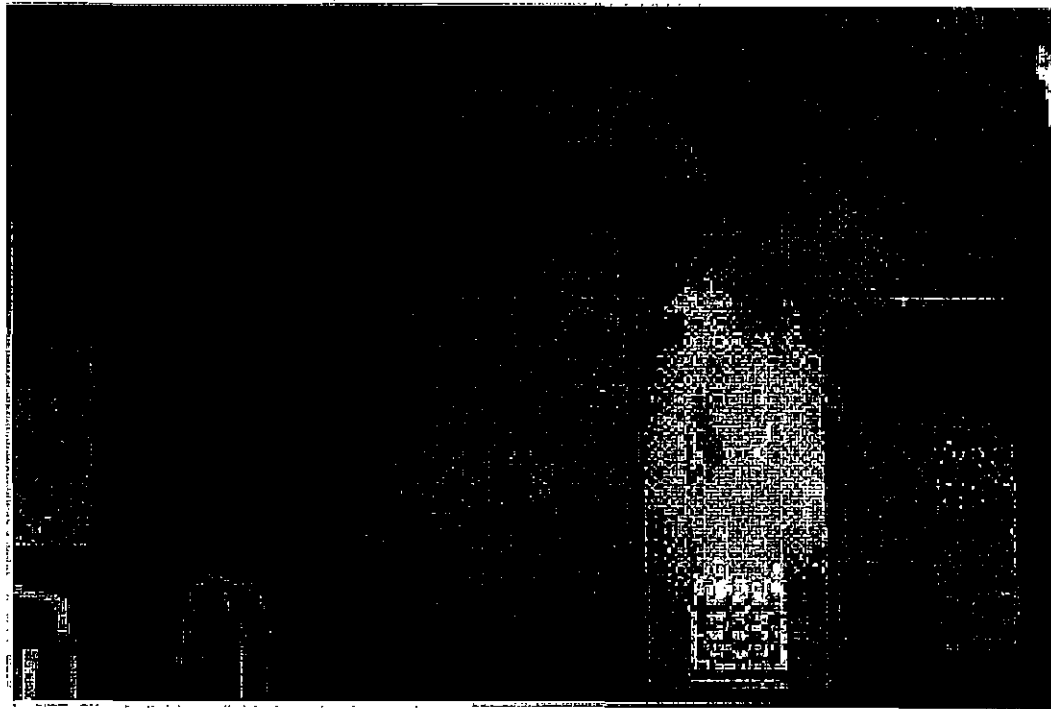


Photo no 32 2:05 (clock) "PTFE"  
Flames had started to emerge from the entry-way, heat output increased rapidly.



# REPORT

Date: 1991-12-21

Project: WALK J202

Sheet: 17-(20)  
Enclosure: 7



Photo no 33 2:52 (min) "PIPE"  
Plasma had started to reach the ceiling. A discharge gas layer had been formed.



Photo no 34 3:20 (min) "PIPE"  
View from outside towards the corner where the entry box was placed. Slight discoloration of the membrane was seen.



**REPORT**

Release Date  
1998-12-28

Release Reference  
98R2 3255

Page  
18 (25)  
Background



Photo no. 35 326 (release) "YTFB"  
No hole had been formed in the membrane so far.

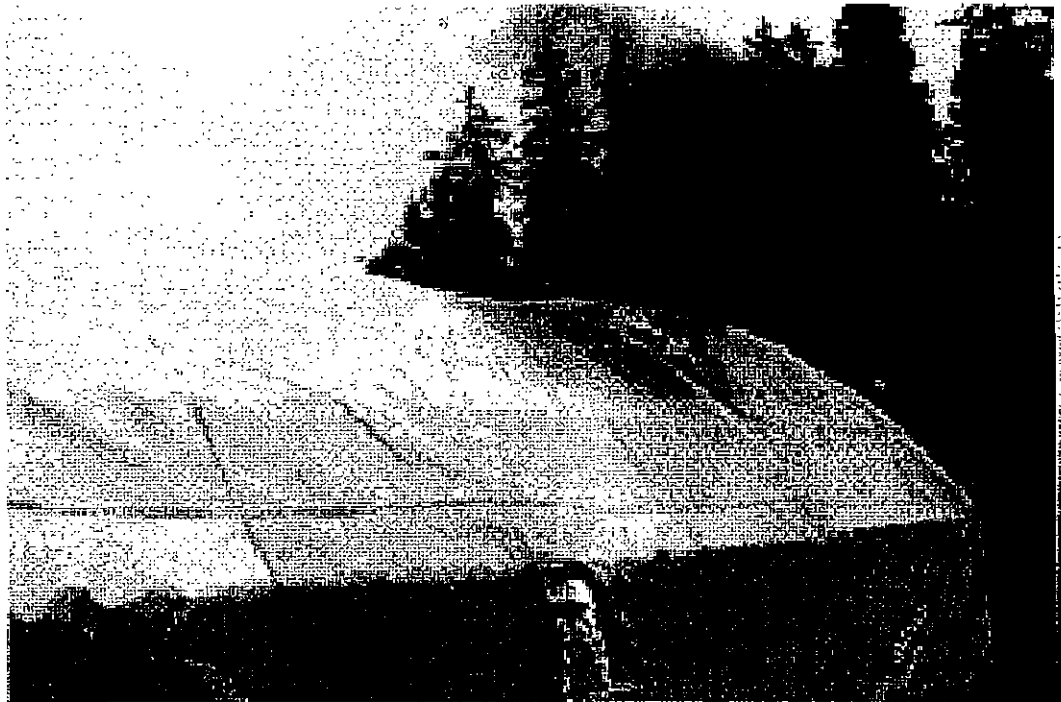


Photo no. 36 327 (release) "YTFB"  
A hole in the ceiling membrane had been formed.



# REPORT

Date: 1955-11-21

Serial: 3155

Page: 10 (25)  
Enclosure: 7

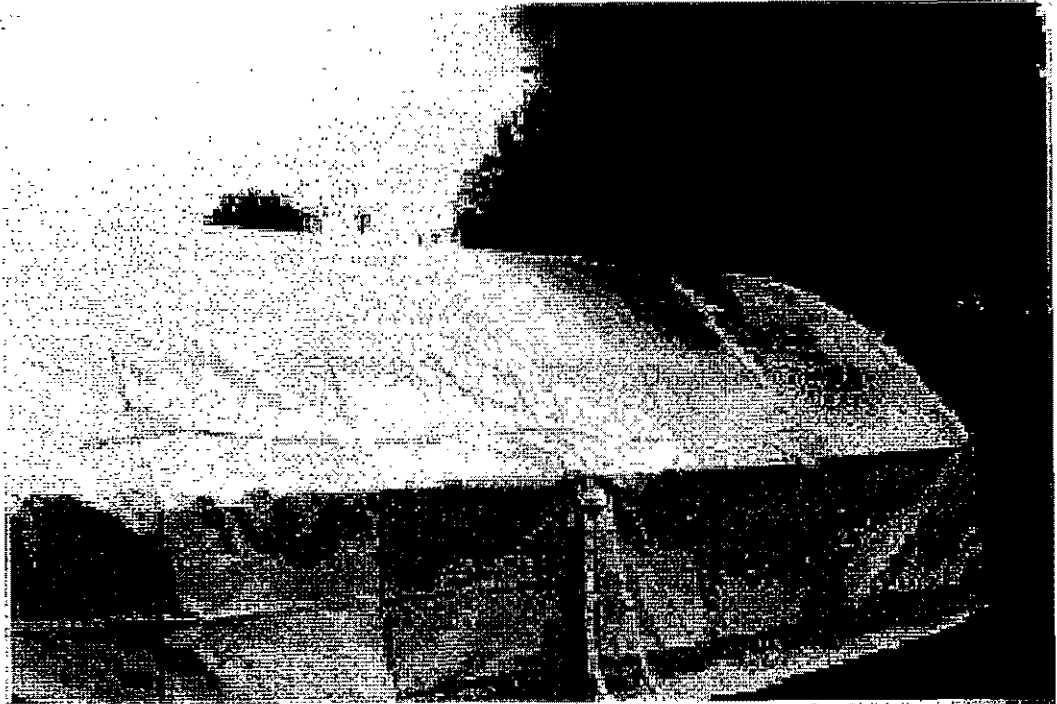


Photo no 37 3:35 (milit) "PIPE"  
Stakes were inserted through the hole in the ceiling. Limited burning in the membrane. The hole had opened up.

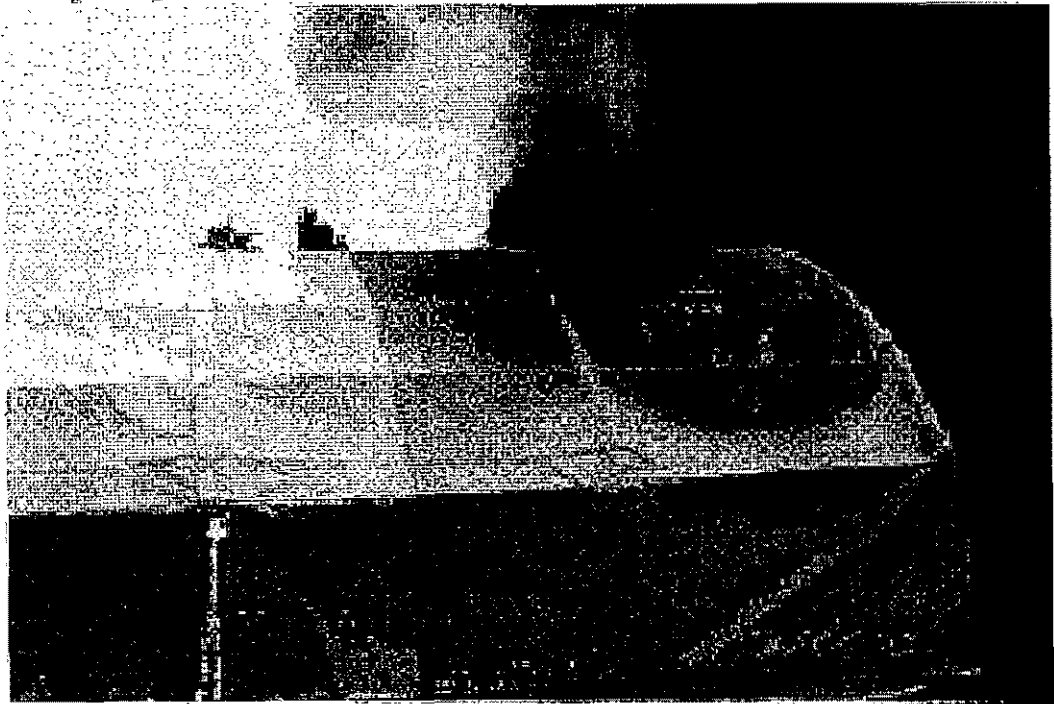


Photo no 38 3:49 (milit) "PIPE"  
Limited burning in the membrane. Membrane joints were opening up.



# REPORT

Date: 1998-12-21

Investigator: 2682 3295

Case No: 20 (20)  
Enclosure: 1



Photo no. 39 3:57 (initial) "PTFE"  
The gable had opened up due to melted PP ropes.

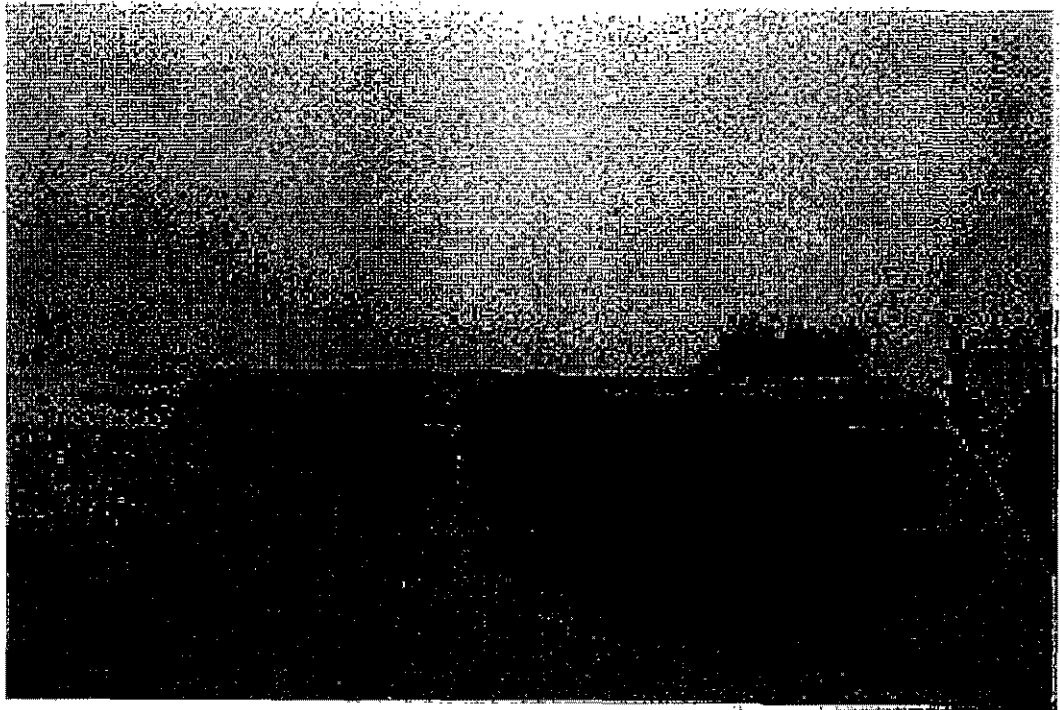


Photo no. 40 After test "PTFE"  
Distorted and charred parts of the ceiling membrane.



**Washington Group International**  
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**AGREEMENT FOR CONSULTING AND PROFESSIONAL SERVICES**

**BETWEEN**

**WASHINGTON GROUP INTERNATIONAL, INC.**

**AND**

**DAVID C. BALDWIN INC.**

**AGREEMENT NO. 27514 - DCB**

**THIS AGREEMENT** ("Agreement"), number 27514-DCB, for Consulting and Professional Services (together with the Attachments hereto) dated and effective as of September 29, 2004 (the "Effective Date"), is hereby made and entered into by and between Washington Group International, Inc., an Ohio corporation, (hereinafter "Client") having a place of business located at 7800 E. Union Ave., Suite 100, Denver, CO 80237 and David C. Baldwin Inc. (hereinafter "Consultant") having a place of business located at 730 East Park Blvd., Suite 100, Plano, TX 74074 (each a "Party" and collectively, the "Parties").

**WHEREAS**, Client has entered into an agreement (the "Prime Agreement") to provide professional services to Town of Addison, TX (the "Owner") in connection with Addison Regional Airport Bulk Fuel Storage and Dispensing Project (the "Project");

**WHEREAS**, Client desires to subcontract certain portion of its services under the Prime Agreement to Consultant; and

**WHEREAS**, Consultant desires to perform such subcontracted services for Client.

**NOW THEREFORE**, For and in consideration of the foregoing premises and mutual covenants and agreements contained herein, the Parties agree as follows:

#### **1. SERVICES TO BE RENDERED**

- 1.1 Consultant agrees to undertake and perform certain consulting and professional services ("Services") in accordance with the terms and conditions contained herein, as may be requested by Client in writing from time to time.
- 1.2 The Services to be performed and the schedule for performance for each task shall be described in one or more authorizations issued to Consultant by Client, the form of which is attached hereto as Attachment A ("Work Authorization").

#### **2. PAYMENTS FOR SERVICES**

- 2.1 In consideration for providing those Services as specified in a Work Authorization issued hereunder, and unless otherwise specified in the applicable Work Authorization, Client shall pay Consultant pursuant to the rates and charges schedules annexed hereto as Attachment B.

- 2.2 If not a corporation, Consultant must provide to Client Consultant's Federal income tax identification or social security number, or be subject to 20% withholding as required by Federal law.

- 2.3 Consultant shall be responsible for all reporting and payment obligations with respect to (i) Consultant's personnel relating to worker's compensation insurance, Social Security, state and federal unemployment insurance, medical-hospital insurance, salary continuation insurance, pension plan costs, and pro rata allowances for vacation and sick leave pay, as well as all other employee benefit programs and (ii) the payment of all sales and use taxes which are measured by the value of Services performed under this Agreement and the applicable Work Authorization. Consultant shall, when requested by Client, furnish Client with evidence in a form and substance satisfactory to Client that Consultant has been paid amounts owed under this Agreement and that all liens and claims have been waived to the extent permitted by law.

- 2.4 Consultant shall render invoices monthly for Services performed during the previous calendar month. All invoices shall reference this Agreement (including any applicable GSA Number) and, if applicable, the specific task number pertaining to the approved Work Authorization. Payment terms will be net thirty (30) days on all invoiced amounts. Client and Consultant shall promptly attempt to effect a resolution of any dispute concerning an invoice submitted by Consultant and Consultant shall provide Client with a corrected invoice or additional supporting documentation as necessary. Client may withhold payment of that portion of an invoice disputed by Client until the dispute has been resolved. Notwithstanding anything to the contrary in this Agreement, Client shall pay Consultant the undisputed portion of any invoice only after Client receives corresponding payment from Owner.

#### **3. RESPONSIBILITY FOR SERVICES**

- 3.1 Consultant shall perform the Services in accordance with the highest degree of care, diligence, professional skill, practices and judgment that is exercised by recognized professionals in his/her/its field of expertise with respect to services of a similar nature, and Consultant shall be responsible for the professional quality, technical accuracy, and completeness of all





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Services furnished under this Agreement. Consultant warrants that such Services shall be free of error or omission, and shall conform to any requirements specified in the applicable Work Authorization, and shall not result in or contribute to any infringement of any patent, copyright, trademark or other intellectual property right. In the event that Client determines that Consultant's Services have failed to meet any of the above standards, Consultant agrees, upon written notice from Client, to correct the faulty portion of the Services and that it shall be responsible for all resulting damages and losses, regardless of whether resulting wholly or only partially therefrom, all at no cost to Client and all without prejudice to any other right or remedy. Consultant understands that Client will rely on the data, findings and recommendations obtained from the Consultant under this Agreement. Any and all tools, materials and instruments required to perform the Work shall be furnished by Consultant.

## 4. SAFETY

4.1 Consultant acknowledges that safety is of prime importance to Client and Owner, and Consultant shall cooperate with Client and Owner in efforts to prevent injuries to personal and to comply with all applicable safety rules and regulations.

## 5. INSURANCE

5.1 Subject to written variation by Client in an applicable Work Authorization, Consultant shall effect and maintain during the performance of Services under a Work Authorization the insurance coverages as identified in Attachment D.

## 6. INDEMNITY

6.1 Consultant shall indemnify, defend, and hold Client, Client's affiliated companies, Owner, and each of Client's/their respective agents, successors, assigns, and any and all officers, directors, shareholders, employees or representatives of any of the foregoing ("Indemnified Parties"), harmless from and against any and all loss, claim, liability, penalty, fine, cost (including also attorneys fees) or expense, including but not limited to any and all property damage and any and all personal injury, including death ("Damages"), in the event such Damages to any extent whatsoever arise from or relate to any act or omission of Consultant, its employees or affiliates in connection with the

Services, except only to the extent of Client's sole negligence, subject to applicable law, whether based on contract, tort, negligence, strict liability, delay, warranty, indemnity, error and omission, or otherwise. Consultant waives any right to assert any immunity from or limitation of any of these obligations under any workers' compensation or other employee benefit or disability statute.

## 7. WAIVER OF CONSEQUENTIAL DAMAGES

7.1 Notwithstanding anything to the contrary in this Agreement or a Work Authorization, Client shall in no event be liable, whether based on contract, tort, negligence, strict liability, delay, warranty, indemnity, error and omission, or otherwise, for any consequential, special, incidental, indirect, exemplary, punitive or multiple damages, or damages arising from or in connection with loss of use or loss of revenue or profit and Consultant hereby releases Client from any such liability.

## 8. CHANGES

8.1 Client may from time to time modify, extend, enlarge, reduce, shorten or terminate the Services and/or schedule under a Work Authorization by written instructions to Consultant. In the event Client requires Consultant to perform additional Services, or make other modifications to the Services, Consultant's compensation, the schedule and any other relevant terms and conditions of the relevant Work Authorization shall be subject to mutual negotiation.

## 9. INDEPENDENT CONSULTANT

9.1 Consultant is an independent contractor. Neither Consultant, nor any of its employees, are or shall be deemed to be agents or employees of Client or Owner. Consultant has sole authority and responsibility to employ, discharge or otherwise control its employees.

## 10. CONFLICT OF INTEREST

10.1 Consultant represents that performance of the Services does not create any conflict of interest with Consultant's other business undertakings, and Consultant agrees not to undertake any other assignment from any third party that might create an actual or apparent conflict of interest with performing the Services for Client.



## 11. COMPLIANCE WITH LAWS

11.1 The Services and Consultant's performance thereof shall comply with all applicable Federal, State and local laws, rules, regulations, codes, etc. In addition, Consultant shall comply with all work rules and restrictions established at or for the site of the Services by Client or Owner. Consultant agrees to indemnify, defend and hold the Indemnified Parties harmless from and against any and all Damages based on or arising out of, in whole or in part, from any violation or alleged violation of law or any noncompliance by Consultant under this Article 11, whether based on contract, tort, negligence, strict liability, delay, warranty, indemnity, error and omission, or otherwise.

## 12. OWNERSHIP OF DOCUMENTS / WARRANTY OF TITLE

12.1 All documents originally prepared by Consultant or its subcontractors in the performance of Services under a Work Authorization and to be provided to Client are "works made for hire" for Client under the Copyright Act of 1976, as amended. Client shall acquire all right, title and interest in any such document, whether delivered to Client or not, and Consultant hereby assigns, and will cause each of its subcontractors to assign, to Client all right, title and interest in any such document and the copyright therein. Client shall have the unrestricted right to use and disclose such information in any manner and for any purpose without any further payment or compensation.

12.2 Consultant warrants and represents that any document furnished by Consultant or any of its subcontractors in the performance of Services under a Work Authorization do not infringe any patent, copyright, trademark or other third party intellectual property rights. Consultant shall indemnify, defend and hold the Indemnified Parties harmless from and against any Damages arising out of or relating to any claim of infringement in connection with any document furnished by Consultant or its subcontractor in the performance of Services under a Work Authorization, subject to applicable law, whether based on contract, tort, negligence, strict liability, delay, warranty, indemnity, error and omission, or otherwise.

## 13. TERMINATION/SUSPENSION

13.1 Client shall have the right (in its sole and absolute discretion) to terminate for its convenience this Agreement or any Work Authorization prior to completion of the Services thereunder delivery of written notice to Consultant, or upon death or disability of Consultant or of any key person performing any Services under a Work Authorization. Consultant shall stop all Services on the date specified in such notice. In any such event, Client shall pay Consultant all undisputed amounts due up to the effective date of termination.

13.2 Client shall have the right (in its sole and absolute discretion), at any time, to suspend for its convenience performance of all or any part of the Services by giving written notice to Consultant. Consultant shall stop all Services on the date specified in such notice. Such suspension may continue for a total cumulative aggregate period of up to twelve (12) months after the effective date of suspension during which period Client may request, in writing, Consultant to resume performance of the Services. A suspension of Services by Client may be the basis for a change pursuant to Article 8.

## 14. CONFIDENTIALITY

14.1 Consultant shall preserve the confidentiality of all information provided by Client or Owner or developed or furnished by Consultant under this Agreement, and shall restrict the use thereof to those within its organization requiring such use in order to perform the Services. When required by Client, Consultant shall require its employees and subcontractors, if any, to enter into appropriate similar non-use and non-disclosure agreements. The above restrictions shall not apply with respect to: a) information which is or becomes generally available to the public other than as a result of violation of this Article 14; b) written information disclosed to Consultant hereunder which was in Consultant's possession prior to such disclosure and which was not acquired under an obligation of confidentiality directly or indirectly; c) information received by Consultant, from a third party, after the time of first disclosure hereunder and without any obligation of confidentiality directly or indirectly; or d) information which is required by appropriate legal authority to be disclosed (but only to the extent of such requirement).



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14.2 Client and Consultant agree that in the event of a breach of the confidentiality provisions in this Article 14, Client shall be entitled to equitable relief, including injunctive relief and specific performance, in addition to all other remedies available at law or in equity.

14.3 In the event the Parties have a separate confidentiality agreement, the more stringent provisions shall apply, notwithstanding Article 17.2.

### 15. TERM

15.1 Unless otherwise specified, the term of this Agreement shall be no more than two (2) years from the Effective Date, subject to earlier termination as herein provided. Any Services performed under an existing Work Authorization after the expiration of this Agreement shall continue to be governed by the terms of this Agreement.

### 16. LIENS

16.1 Consultant shall pay when due all labor and material bills, if any, arising from performance of the Services, keep the premises free from any liens, and indemnify, defend and hold the Indemnified Parties harmless from any Damages arising out of any liens or claims for payment, if any, arising from performance of the Services. Should any lien or notice of lien be filed by any person performing labor or furnishing material to the Consultant, Client shall have the option to (a) retain a sufficient sum to pay and discharge such obligation, or (b) pay and discharge such lien without regard to its validity and to collect from Consultant all costs including reasonable attorney's fee for discharging such lien. In lieu of (a) or (b) above, the Consultant at its option may furnish an indemnity bond, approved by Client, at Consultant's cost.

### 17. GENERAL

17.1 Client and Consultant each represent and warrant that this Agreement has been duly authorized, executed and delivered and constitutes its binding agreement enforceable against it.

17.2 Consultant shall maintain true and correct records of all reimbursable costs (in accordance with generally accepted accounting principles applied on a consistent basis) pertaining to Consultant's

Services under this Agreement and all transactions related thereto, and shall retain all such records for a period of four (4) years from the date of their preparation, or such longer period as may be required by law. Client may from time to time make an audit of all records of Consultant in connection with the Services rendered under this Agreement. Client shall be permitted to make such audits for a period of four (4) years from the date of the preparation of the applicable records, or such longer period as may be required by law. Consultant shall assist Client in making the above audits. In the event an audit by Client results in disallowance of costs, any overpayment that has been made to Consultant will be immediately reimbursed by Consultant to Client.

17.3 This Agreement and Work Authorization may not be assigned by Consultant in any way, including by operation of law, unless otherwise mutually agreed to in writing, and any such attempted non-authorized assignment shall be null and void and of no force or effect.

17.4 Notices shall be effective hereunder as follows only if in writing and addressed to the Party designated in this provision: (1) upon delivery, if delivered personally to the Party; (2) upon transmission, if transmitted to the facsimile number of the Party; and (3) two business days after posting by registered or overnight mail (postage prepaid). The acceptable addresses for each Party to whom notices are to be delivered are as follows:

#### CLIENT:

Attention: Bruce Pogue  
E-Mail: [bruce.pogue@wgint.com](mailto:bruce.pogue@wgint.com)  
Phone: 303-843-2147  
Facsimile: 303-843-3622

#### CONSULTANT:

Attention: Linda Adelstein  
E-Mail: [linda@davidcbaldwin.net](mailto:linda@davidcbaldwin.net)  
Phone: 972-509-1266  
Facsimile: 972-509-1269

17.5 All contract issues and matters of law will be adjudicated in accordance with the laws of the State of New York, excluding any provisions or principals thereof which would require the application of the laws of a different jurisdiction, unless the Parties mutually agree in writing to apply the laws of a different jurisdiction. In the event a dispute arises between Client and Owner in



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connection with the Prime Agreement, Client shall have the right to implead Consultant into the dispute resolution proceeding and Consultant hereby consents and agrees to any such impleader.

17.6 The terms and conditions of this Agreement shall prevail, notwithstanding any variance with any document submitted by Consultant whether formally rejected by Client or not. This Agreement may be modified only by amendment when signed by each Party. In the event that any one or more of the provisions of this Agreement shall be found to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken only to the extent and in the jurisdictions necessary for compliance with applicable law. In such a case Client and Consultant shall meet in a good faith effort to amend this Agreement so that it will comply as nearly as is then legally possible with its original provisions.

17.7 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client or Consultant.

17.8 The headings in this Agreement are for convenience only, and shall not affect the interpretation hereof.

17.9 The provisions under the Articles for Responsibility for Services, Confidentiality, Limitation of Liability, Insurance, Waiver of Consequential Damages and Indemnity and any other provisions of this Agreement and/or Work Authorization(s) providing for limitation of or protection against liabilities between the Parties hereto shall survive termination of this Agreement and/or completion of the Services hereunder.

17.10 This Agreement and any executed Work Authorizations supersede all prior written and/or oral contracts and agreements that may have been made or entered into between Client and Consultant regarding the subject matter hereof, including but not limited to any and all proposals, oral or written, and all communications between the Parties relating to this Agreement or any Work Authorization, and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. No amendment to this Agreement or any Work Authorization shall be enforceable unless in writing and signed by both

Parties hereto. Consultant shall have accepted this Agreement, provided that Consultant has received this Agreement and either a) received payment; or b) started performance of the services.

**18. ATTACHMENTS**

18.1 Attachments A, B, C and D which are attached hereto, are incorporated by this reference into this Agreement as if fully set forth herein.

Attachment A – Work Authorization Form

Attachment B – Schedule of Rates and Charges

Attachment C – Travel and Temporary Assignment

Attachment D – Insurance Requirements

Attachment E – Proposal Dated September 7, 2004

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives, effective as of the day and year first above mentioned.

**CONSULTANT**

By: WASHINGTON GROUP INTERNATIONAL, INC.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT**

By: DAVID C. BALDWIN INC.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT "A"**

**WORK AUTHORIZATION**

**CONSULTANT:** David C. Baldwin Inc.  
**PROJECT NAME:** Addison Regional Airport Bulk Fuel Storage and Dispensing System  
**AGREEMENT NO.:** 27514 - DCB  
**TASK NO.:** 1  
**REVISION NO.:** 0  
**EFFECTIVE DATE:** September 29, 2004

**BASIS FOR PAYMENT (Check Each That Applies):**

<input checked="" type="checkbox"/>	Consultant's Schedule of Charges in Attachment B
<input type="checkbox"/>	Amount not to be exceeded without amendment to Work Authorization ( _____ )
<input type="checkbox"/>	Other (Describe: _____ )

**SCOPE OF SERVICES:**

Consultant is to produce a landscape architecture plan along Addison Road, adjacent to the new Bulk Fuel Storage and Dispensing System for the Addison Airport, and as more fully described in Attachment E dated September 7, 2004.

**PERFORMANCE SCHEDULE:**

Work to commence September 29, 2004 and be complete within 4 weeks or as directed by Client's Sam Lundgren.

**CLIENT RESPONSIBLE CONTACT PERSON:**

Samuel Lundgren at 303-843-3596 or e-mail [samuel.lundgren@wgint.com](mailto:samuel.lundgren@wgint.com).

**TERMS AND CONDITIONS:**

This Work Authorization shall be governed by the terms and conditions set forth in the Agreement for Consulting and Professional Services between Consultant and Client as of effective September 29, 2004.

**AUTHORIZED FOR CLIENT:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCEPTED FOR CONSULTANT:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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## ATTACHMENT "B" SCHEDULE OF CHARGES

### PROJECT PRICING BASIS:

**BASIC SERVICES** – For the Landscape Architecture Plan as described herein, Client agrees to pay the Consultant a lump sum fee of two thousand nine hundred forty dollars and no cents (2,940.00 USD).

**REIMBURSABLE EXPENSES** – Direct expenses such as reproduction, airfare, mileage, facsimile, long distance telephone, microfilming, mylars, and reductions, and other out-of pocket expenses relating solely to the project will be invoiced separately at Consultant's direct cost times a multiplier of 1.1. Consultant will provide Client with receipts whenever possible. (Note: Consultant shall have prior approval from Client's Samuel Lundgren for any air travel that Consultant deems necessary for execution of this Agreement).

**TERMS OF PAYMENT** – The Consultant shall bill monthly at a percentage of the work completed. All invoices shall be due and payable NET 30 DAYS from the Client's receipt of invoice. (This requirement takes precedence over paragraph 4.4 of Attachment E).

Consultant is to submit the original of each invoice to:

Washington Group International, Inc.  
7800 E. Union Ave., Suite 100  
Denver, CO 80237  
Attn.: Samuel Lundgren

**ADDITIONAL SERVICES** – Hourly rates (USD) of additional services or work requested by Client not under this contract agreement are as follows:

Principal/Landscape Architect	125.00/hour
Senior Landscape Architect	85.00/hour
Junior Landscape Architect	65.00/hour
Technical (CAD Drafting)	60.00/hour
Clerical	40.00/hour



**~~ATTACHMENT "C"~~**  
**~~TRAVEL AND TEMPORARY ASSIGNMENT POLICY~~**

~~Consultant's employees on business travel and temporary assignments shall only be paid actual travel and subsistence expenses authorized in writing by Client upon submission of an invoice with appropriate receipts attached for such expenses reasonably incurred for transportation, meals, lodging and incidental living expenses necessary for performance of the Services and actually incurred.~~

~~When and if authorized by Client, the following types of expenses are subject at a minimum to the following restrictions:~~

- ~~1. Air travel. On domestic airline flights, less than first class accommodations must be used when available unless the employee's physical needs cannot be reasonably accommodated in coach class.~~
- ~~2. Rented automobiles. The standard rental car size is up to mid size unless such class does not meet the situational needs.~~
- ~~3. Personal automobiles. Use of personal automobiles is reimbursed at the IRS or Federal Travel Regulations rate, plus toll charges.~~
- ~~4. Lodging. Use of deluxe/luxury hotels is not permitted in most circumstances.~~
- ~~5. Meals. Receipts are required for expenditures of \$25 or more per day.~~
- ~~6. Laundry and dry cleaning service. Permitted only after the employee has been away from home performing Services for a minimum of four consecutive days on a particular trip.~~

**NOTE: ATTACHMENT "C" IS NOT APPLICABLE TO THIS AGREEMENT.**



**Attachment "D"**

**INSURANCE**

1. Unless otherwise specified in the Agreement, Consultant agrees that it shall obtain and maintain during the performance of any Services at the Facility Site and until the acceptance thereof, the insurance described in item 2 below and shall be carried with insurance companies with at least a Best's "A" rating. Consultant will furnish to Client three (3) copies of the certificate(s) evidencing such insurance prior to commencing performance or physically present on the Facility site under the Agreement.

2. The required insurance coverage is as follows:

(a) Worker's Compensation Insurance and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits of the Worker's Compensation laws of any applicable jurisdiction in which the Services are to be performed hereunder, and Employers' Liability Insurance with limits of five hundred thousand dollars (\$500,000) for trauma, each accident; five hundred thousand dollars (\$500,000) for disease, each person and five hundred thousand dollars (\$500,000) disease, policy limit.

(b) Commercial General Liability Insurance written on the latest ISO occurrence form and including coverage for Contractual Liability and Products and Completed Operations (to remain in force for two (2) years following acceptance of the Services). The insurance required by this clause (b) shall have the following limits of liability:

Third Party Bodily Injury and Property Damage Liability:

\$1,000,000 combined single limit per occurrence and \$2,000,000 combined single limit general aggregate, with such limits available to the Project.

(c) Business Automobile Liability insurance covering all owned, leased and non-owned vehicles used in connection with the Services, with not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

(d) If professional services are involved, Professional Liability Insurance with not less than \$1,000,000 per occurrence with a 24 months discovery period after completion of the performance under the Agreement.

3. The following endorsements shall be included in the above insurance coverages:

- (a) Thirty (30) days advance written notice in the event of cancellation, non-renewal or material change of any policy. Language referring to "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be stricken from the certificate of insurance.
- (b) Client and Owner named as additional insureds (except on Workers' Compensation and Professional Liability Insurance).
- (c) A waiver of subrogation in favor of Client and Owner.
- (d) Severability of Interest or Separation of Insureds.
- (e) Consultant's insurance is primary and any insurance maintained by Client is considered excess and non-contributory.

4. Consultant expressly understands and agrees that any insurance coverages required by this Agreement or otherwise provided by Consultant in no way limits the obligations or liabilities of the Consultant assumed elsewhere in this Agreement. Deductibles, if any, are for the account of the Consultant.



## ATTACHMENT "E"

September 7, 2004

PROPOSAL/CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES FOR

# ADDISON REGIONAL AIRPORT

## Bulk Fuel Storage and Dispensing System

ADDISON • TEXAS

This proposal is for landscape architectural design and consulting services by **DAVID C. BALDWIN INC.** (the Landscape Architect) for **WASHINGTON GROUP INTERNATIONAL, INC.** (the Client) and the **TOWN OF ADDISON** (the Owner).

### 1.0 SCOPE

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- 1.1 The Landscape Architect's area of work shall consist of providing landscape screening and irrigation for a new fuel storage facility located on Addison Road in Addison, Texas. Specific area of work on this site will be limited to a linear island located between Addison Road and the new parallel drive.
- 1.2 Services shall consist of Schematic Design, Construction Documents, Bidding Services, and Implementation Observation.

### 2.0 BASIC SERVICES

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The Landscape Architect's Basic Service shall consist of the four (4) phases described in Paragraph's 2.1 through 2.4 as follows:

#### 2.1 SCHEMATIC DESIGN

- 2.1.1 The Landscape Architect shall visit the site to verify and inventory existing conditions.
- 2.1.2 Working with the Client, the Landscape Architect shall prepare concept plans and sketches specifically addressing:

- Landscape screening from Addison Road

2.1.3 The Landscape Architect shall submit to the Client an Opinion of Probable Construction Cost based on current area or unit costs.

2.2 **CONSTRUCTION DOCUMENTS** - Based on the approved Schematic Design Documents and approved Opinion of Probable Construction Cost, the Landscape Architect shall prepare for approval by the Client, Construction Documents for components consisting of:

- Landscape Planting Plan, details, and specifications
- Landscape Irrigation Plan, details, and specifications

2.3 **BIDDING SERVICES** - Based on approved Construction Documents, the Landscape Architect shall provide bidding services to include the following:

- Help in the preparation of landscape addenda items if required.
- Answer questions and prepare clarifications during the bidding process.
- Review bids as requested.

2.4 **IMPLEMENTATION OBSERVATION** - During construction, the Landscape Architect shall perform the following construction implementation services:

2.4.1 Review shop drawings and submittals as requested.

2.4.2 The Landscape Architect shall make the following trips to the site to observe contractor progress and plan compliance:

- Maximum one trip during the landscape installation

2.4.3 The Landscape Architect shall report any discrepancies or problems to the Client.

### 3.0 **FEEES**

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The Client shall compensate the Landscape Architect for the services described in 2.0 above as follows:

3.1 **BASIC SERVICES** - The Client agrees to pay the Landscape Architect a lump sum fee of **two thousand nine hundred forty dollars and no cents (\$2,940.00)** to be billed monthly at a percentage of the work completed.

- 3.2 **REIMBURSABLE EXPENSES** – Direct Expenses such as reproduction, airfare, mileage, facsimile, long distance telephone, microfilming, mylars, and reductions, and other out-of-pocket expenses relating solely to the project will be invoiced separately at our direct cost times a multiplier of 1.1.

#### 4.0 **LIMITATIONS**

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Limitations to the work involved are as follows:

- 4.1 Basic Services do not include the following:
- Instrument surveying or field verification of existing hardscape, trees, vegetation, or topography
  - As-built surveys and drawings
  - Redesign of project in attempt to reduce construction costs (after budget approval)
  - Attendance at formal meetings or presentations (i.e. Planning and Zoning, City Council, etc.)
  - Applying for and obtaining construction permits
  - Design of any special site or landscape amenities not previously outlined under Basic Services
- 4.2 Basic Services and associated fees assume a detailed topographical survey will be provided to the Landscape Architect at no charge to the Landscape Architect.
- 4.3 Structural Engineering is not included for any site or landscape elements for which the Landscape Architect is providing Construction Documents.
- 4.4 All fees are due and payable upon receipt at the office of **David C. Baldwin Inc., 730 East Park Boulevard, Suite 100, Plano, Collin County, Texas 75074.**
- 4.5 Hourly rates of additional services or work requested by Client not under this contract agreement are as follows:

Principal/Landscape Architect	\$ 125.00/hour
Senior Landscape Architect	\$ 85.00/hour
Junior Landscape Architect	\$ 65.00/hour
Technical (CAD drafting)	\$ 60.00/hour
Clerical	\$ 40.00/hour

**5.0 STATEMENT OF JURISDICTION**

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The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas. The Board's address and phone is P. O. Box 12337, Austin, TX 78711, phone: 512-305-9000, fax: 512-305-8900. The Board's web site address is [www.tbac.state.tx.us](http://www.tbac.state.tx.us).

**AUTHORIZATION TO PROCEED:**

Signature: \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

**WASHINGTON GROUP INTERNATIONAL  
INC.**

**DAVID C. BALDWIN INC.**

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Washington**

**Infrastructure Services**

5220 Spring valley Rd., Suite 204  
Dallas, TX 75254  
(972) 385-1635 phone (972) 385-1639 fax

# letter of transmittal

to: Jim Pierce, P.E.  
Town of Addison  
Public Works Department  
16807 Westgrove  
Addison, TX 75001-9010

project no.: 27514.00  
client project no.: \_\_\_\_\_  
date: 8/18/04  
reference: \_\_\_\_\_

we are sending you:  enclosed  under separate cover via

item	no. copies	date	description
1	1	8/18/04	Fuel Tank/Addison Rd. Cross Sections

transmitted as noted:

for approval  
 for your use  
 for review and comment

no exception taken  
 Make revisions

remarks: Please find attached documents as per your request.  
Should you have any questions don't hesitate to contact me at (972)  
385-1635 x 205.  
Miguel Otero-Jimenez, P.E.  
Project Manager