

ALBERT EINSTEIN SCOPE OF WORK

Jim Pierce

From: ron.bowlin@wgint.com
Sent: Friday, October 04, 2002 8:35 AM
To: jpierce@ci.addison.tx.us
Subject: RE: Invoice No. 1069680

Jim,
There will be another one for \$5165. That will take the total invoiced for this work order to \$48,005. A scope of work savings of \$6195.

Ron.

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

From: jpierce@ci.addison.tx.us [mailto:jpierce@ci.addison.tx.us]
Sent: Friday, October 04, 2002 8:30 AM
To: ron.bowlin@wgint.com
Cc: macevedo@ci.addison.tx.us
Subject: Invoice No. 1069680

Ron: Invoice is for \$42,840. Is the work complete or will there be another invoice? Thanks,

Jim Pierce, P.E.
Assistant Public Works Director
Town of Addison, TX
972-450-2879



October 1, 2002

Mr. James C. Pierce, P.E.
Assistant Director of Public Works
Town of Addison
PO Box 9010
Addison, Texas 75001-9010

Re: **Final Report**
Phase II Environmental Site Assessment
Addison Airport Fuel Farm
Town of Addison, Texas

Dear Mr. Pierce:

Enclosed with this transmittal are two copies of the Washington Group International (WGI) Final Phase II Environmental Site Assessment for the Fuel Farm area at the Town of Addison (Town) general aviation airport. This completes the scope of work approved by the Town for this study. We have also enclosed one complete copy of the soil vapor survey report. At the request of Mr. Mark Acevedo, this transmittal emphasizes the immediate item of concern for closure of the site and the remaining budget status.

The soils and groundwater in fuel farm area are contaminated with low levels of petroleum hydrocarbons. Contamination has been caused by releases to the surface and possibly the subsurface from overfilling and leaking lines and/or tanks. The soil vapor study indicates that the contaminated soils are currently undergoing biodegradation of the hydrocarbon compounds. Natural attenuation is therefore a very viable option for treating the soil contamination.

The Town can close the site using the current Petroleum Storage Tank (PST) Division closure guidance until September 2003. At that time, all closures will be transferred from the PST to the Texas Risk Reduction Program (TRRP). Mitigation of reoccurring releases will be the deciding factor on whether closure remains under the PST as a "grandfathered" site or is moved to the TRRP, after that date. If releases from current operating practices continue to occur after September 2003, the Town may not be able to close the site under PST guidance. Although the TRRP will be a very flexible program, the documentation and verification for a natural attenuation scenario will require considerable additional study. The majority of this cost will be incurred because greater definition of the

extent of contamination to the soil and groundwater will be required under TRRP, which is not required under the PST guidance.

Groundwater has also been affected. The detected analytes are less than the PST target levels that would require corrective action. One analyte was identified, 2-methylnaphthalene, is not part of the PST guidance and does not affect closure. Under TRRP this analyte would affect closure and additional investigation to define the extent of groundwater contamination could be required. This would involve the installation of numerous monitoring wells and analytical testing over an undecided time period.

The primary concern is to mitigate continued releases to the soil. As long as releases from current operational practices continue, PST closure will not be allowed and TRRP requirements will be implemented. It is in the Town's best interest to close this site as soon as practicable and stop releases by any means necessary.

Because of a change in the field conditions, it was not necessary to complete the entire scope of work as proposed; therefore, WGI believes that some of the lump sum price should be "rebated" back to the Town. This will occur by reducing the final invoice by the amount discussed in this letter. The Town authorized the scope of work for Tasks 5 through 7 for a lump sum price of \$54,200. Conditions changed through the course of the study, whereby some items were not necessary. Although the project was approved as a lump sum, WGI feels that fulfillment of the entire scope of work is what warranted our approved price. Items not necessary to complete are bulleted below.

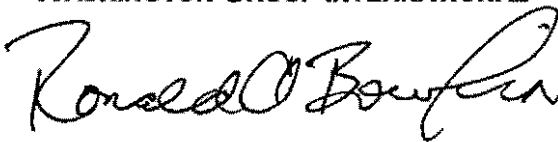
- Four monitoring wells were scoped for installation. Only one borehole encountered water adequate for well installation. One additional boring was drilled to evaluate conditions for a well but a well was not supported. The scope was reduced the equivalent of two monitoring wells.
- Although additional samples were collected to define the extent of soil contamination, groundwater samples were reduced because of the reduced scope of monitoring wells. Analysis was reduced by three sample sets (BTEX, TPH).
- No survey was conducted since only one well was installed. Although it will be necessary to survey this location later for closure requirements, it was decided that the survey costs would provide better data for the day of mobilization when additional information can be collected.
- Because the project was bid and approved as a lump sum project, a contingency was added to the final submitted price. This is a standard policy for lump sum jobs. Had the scope of work required some additional data a small fee would have been

available without going to the Town for additional monies. Since the scope of work was able to be reduced by the field engineer, WGI feels this contingency should be returned to the Town.

This rebated price is based on the precedent that WGI wants to continue to provide valued services for the Town of Addison. WGI believes that to become a true partner in providing services to and for the Town, revenue should be made honestly. This will result in a change of our lump sum price to \$48,005; saving the Town an amount of \$6195. This will be shown on our final invoice as a cost saving to the Town.

The Town's next step is to submit a copy of this report to the PST Division of the Texas Commission on Environmental Quality (TCEQ) with a Release Determination Report (RDR). The PST will then decide whether to issue a LPST number for the site. If the PST does not issue a number, then no further action will be required; each subsequent release from the FBO's will be handled individually...until TRRP comes into affect. As discussed above, even if PST does not issue a LPST number, if releases continue to occur after TRRP takes effect the entire site could be open for reevaluation and study. I have an additional copy of the report prepared for when the Town is ready to submit. Our scope of work did not include completing a RDR or a letter of submittal to the TCEQ. Since there is the additional rebated money from the change of scope, please advise if you would like WGI to generate these under a change in the current scope of work.

Sincerely,
WASHINGTON GROUP INTERNATIONAL



Ronald A Bowlin, CPG
Project Manager

Washington Group Intl.
File # 96167
Collection Center Drive
Chicago, IL 60693

Washington Group Int'l. Inc

ADDISON (Town of), TX
16801 Westgrove Road
Addison, TX 75001-5190
ATTN: Mr. Jim Pierce

JOB NO. 25361
DATE 16-Sep-02
INVOICE NO. 1069680
INQUIRIES 713-852-3019

TO INSURE PROPER CREDIT SEND YOUR REMITTANCE TO FILE # 96167, COLLECTION CENTER DRIVE, CHICAGO, IL 60693
FOR WIRE TRANSFER TO BANK OF AMERICA ABA #121000358 FOR CREDIT TO WGI ACCOUNT NO. 1233007378

PERIOD - JULY 25 through SEPTEMBER 12, 2002

SERVICES RENDERED DURING THE ABOVE PERIOD IN CONNECTION WITH TASKS 5 TO 7
FOR PHASE 2 ENVIRONMENTAL SITE ASSESSMENT, ADDISON AIRPORT FUEL FARM

PROFESSIONAL SERVICES	\$42,840.00
EXPENSES	\$0.00
TOTAL	\$42,840.00

*Ok to pay
J. Pierce
10/4/02*

Budget: \$54,200.00
This Invoice : \$42840.00

Remaining: \$11360.00

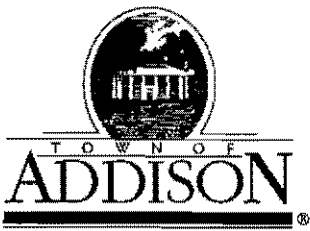
Jim Pierce

From: paul.wild@wgint.com
Sent: Tuesday, June 04, 2002 7:12 AM
To: Alex Ramsay; Anne Veigel; Bandicoot Environmental Consulting; Bob Ferrell; Bob Hayden; Booker Brown; Bruce Ehleringer; Call Phoebe; CHARLES R CRYER; Chris Sappington; Daniel. E. Egging@Exxonmobil. Com; Darci Neuzil; David B Richmond; David_Pearce@staubach. com; Dirk Schmidhofer; EMVan44@aol. com; Gary. Baughman@Wgint. Com; Ian J Hodgson; James Gay; Jerome Swift; Joe C Watt; John D Ott; Jon Levett; Jpierce@Ci. Addison. Tx. Us; Keith Hammons; Ken Collier; Laura Fiffick; Macevedo@Ci. Addison. Tx. Us; Mark S Mc Kain; Maureen. Shea@Wgint. Com; Michael Cybulski; Michael. J. Scott@Exxonmobil. Com; Mike Barrasso; Mike Munsil; MotherOak@aol. com; Nancyhastings@Hotmail. Com (Nancy Hastings); Neal. Greeley@Wgint. Com; Ned Merchant; NELSOEA@kellyservices. com; OECC@aol. com; Paul A Ireland; Robert J Angel; Ron Bowlin; Samuel G Lundgren; Seth Weisberg; stephanD2@aol. com; Stephen Z Masoomian; Steve. Dennis@Wgint. Com; Todd Vlasak; Travis Tunstall; Ulrich. Cordon@Wgint. Com; deborah.l.raught@exxonmobil.com; Art Radcliffe; Barry. N. Chamberlain@Exxonmobil. Com; Bill Emmons; Clark. R. Hull@Exxonmobil. Com; Dave Ronkainen; Joel. Dickinson@Exxonmobil. Com; Ken Lovejoy; Lev. D. Zuskov@Exxonmobil. Com; Randall. A. Glick@Exxonmobil. Com
Subject: Resignation

I have resigned from Washington Group International, effective June 14, 2002. Please forward all inquiries, project issues, or operational concerns to Larry Wisham @ 713-852-3035 or Ron Bowlin @ 713-852-3030. Should anyone have questions or need information about projects or operational concerns after 6/14, I will be willing to assist and can be reached at 713-722-7064 beginning 6/17.

Paul Wild
713-852-3035

7-8-02 Telecom from Ron Bowlin. Ron still in Africa - will return to Houston 7/9 or 7/10. ETI has completed the soil gas survey and is completing the lab work. Drilling should start 7/15.



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

LETTER OF TRANSMITTAL

DATE	6-3-02	JOB NO.
ATTENTION		
RE:	Addison Airport Phase II Soil Vapor Survey	

TO Paul Wild
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			Suggested Sampling Plan

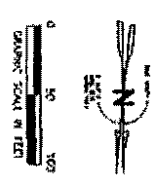
THESE ARE TRANSMITTED as checked below:

- 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 Paul - I did some "contour guessing"
and came up with some alternate
sampling locations to try to get all
the blue.

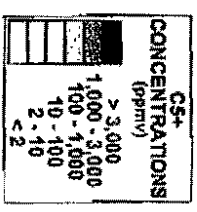
COPY TO _____

SIGNED: Jefair



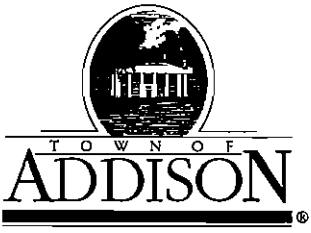
LEGEND
 Areas Containing USTs

? Questionable Locations
 • Alternate Locations



Exploration Technology, Inc.
 10000 S. 10th Street, Suite 100
 Tukwila, WA 98148
 (206) 835-1000
 FAX: (206) 835-1001
 www.explorationtech.com

PLATE 5
 CS+ Concentrations
 Report
 Address: 10000 S. 10th Street, Suite 100
 Tukwila, WA 98148
 Project No.: 10000 S. 10th Street, Suite 100
 Date: 10/10/00
 Scale: 1" = 50'



Public Works / Engineering

16801 Westgrove • P.O. Box 9010

Addison, Texas 75001

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

LETTER OF TRANSMITTAL

DATE	5-16-02	JOB NO.
ATTENTION		
RE:	Addison Airport Fuel Farm - Phase II	

TO Paul Wild 713-852-3035
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			Scope of Work for Tasks 5-7 dated 4-9-02 signed by City Manager

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 Please consider this your notice to proceed

COPY TO Mark Pineda
 6/3/02 Call to Paul for Status report.

SIGNED: [Signature]

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

Addison!

JIM PIERCE, P.E.
Assistant Public Works Director
(972) 450-2879
(972) 450-2837 FAX
jpierce@ci.addison.tx.us

Town of Addison 16801 Westgrove Dr. P.O. Box 9010, Addison, Texas 75001-9010

Chris, Mark

5-1-02

The attached is now ready to go. To re-cap the money:

Tasks 1-4 = \$42,500 (paid)

This Proposal
Tasks 5-7 = 54,200

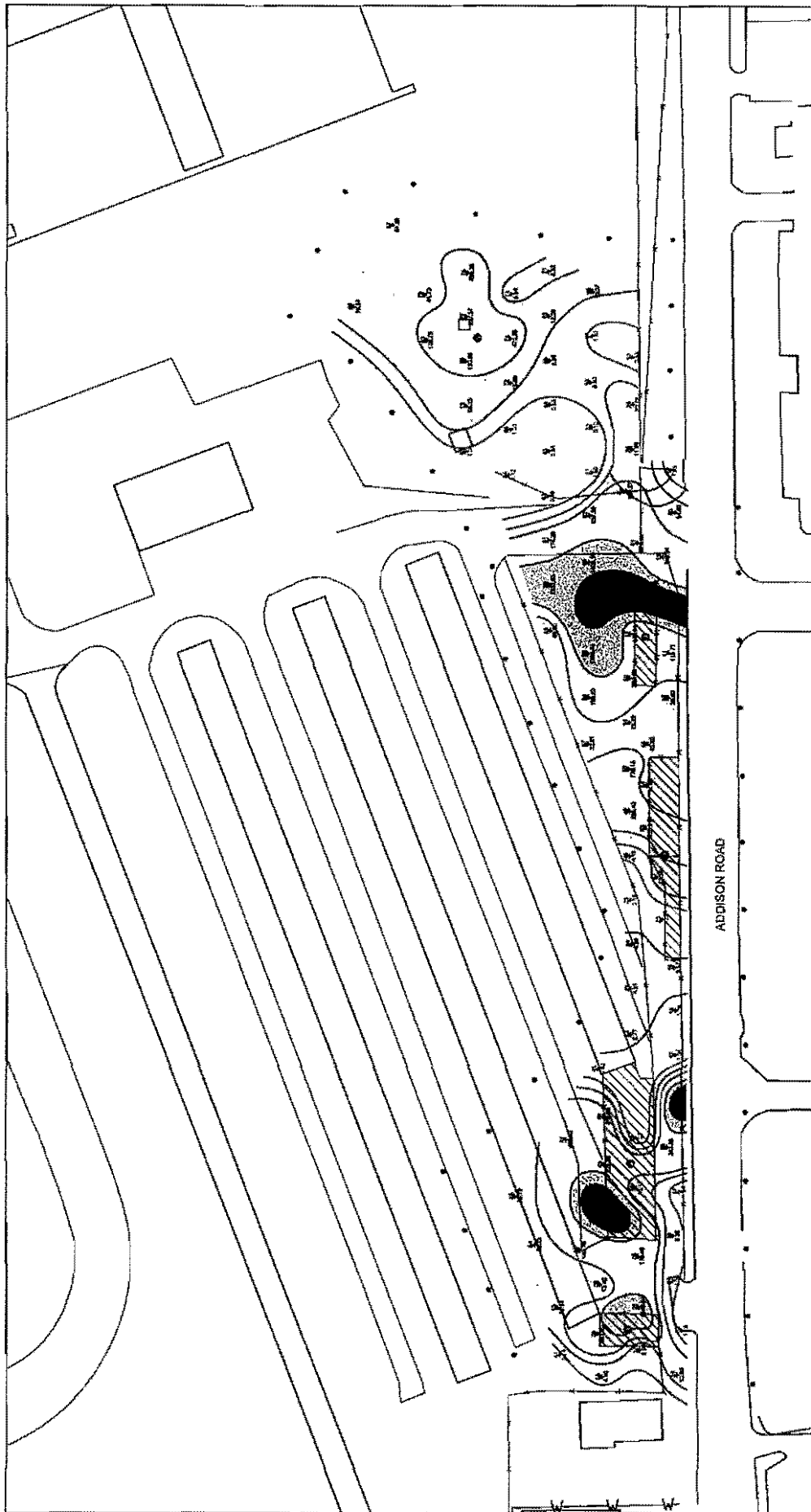
\$96,700

Original Council
Authorization -81,800

\$14,900 ← additional
Funds needed.

Do you want to put this on the Council agenda or approve under signature authority?

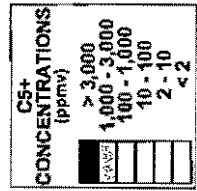
Jim →



Exploration Technologies, Inc.
 11700 West 10th Avenue, Suite 100
 Denver, Colorado 80233
 Phone: 303.751.1000
 Fax: 303.751.1001
 E-mail: info@exploration.com

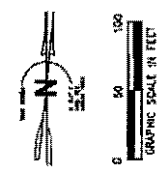
Plate 5
 CS+ Concentrations
 (ppmv)

Address: 11700 West 10th Avenue, Suite 100
 Denver, Colorado 80233
 Phone: 303.751.1000
 Fax: 303.751.1001
 E-mail: info@exploration.com



LEGEND
 Areas Containing USTs





12-7-01 Approved by
Bob Lazarus

During the work, Washington shall maintain the following insurance:

(a) Workers Compensation insurance at statutory limits, including Employers' Liability coverage at minimum limits of \$1,000,000 each-occurrence each-accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(b) Commercial general liability insurance, including broad form contractual coverage, for bodily injury, death and property damage, and particularly for liability arising from premises, operations independent contractors, products/completed operations, personal injury, advertising injury, and contractual liability (including, without limitation, the liability assumed under the indemnity provisions of this Agreement) in the following amount: \$1,000,000 each-occurrence, CSL/\$2,000,000 general aggregate; \$1,000,000 Products/Completed Operations aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work under this Agreement. Provided, however, that if the Addison Airport commercial general liability insurance currently in place for the benefit of Washington Staubach Addison Airport Venture (as the manager and operator of the Addison Airport) specifically insures Washington for its liability under this Agreement, then such insurance may be accepted by the Town of Addison in lieu of the separate commercial general liability insurance described above.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

(d)(e) Professional liability Insurance to protect from liability arising out of the performance of professional services under this contract. Such coverage shall be in the sum of not less than Two Million and No/100 Dollars (\$2,000,000.00), and shall be extended to include and cover environmental legal liability.

The environmental legal liability insurance to include coverage for third-party bodily injury and property damage (on and off-site). The environmental legal liability insurance shall also include clean-up, remediation, restoration costs, and other related costs and expenses.

Both the professional and the environmental legal liability insurances shall be continuously in place during the full term of this Agreement, including any extensions or renewals thereof, and for a period of at least two (2) years after final termination of this Agreement. If this coverage is claims-made, the policy retro date shall be set and maintained not later than the inception date of this Agreement. Separate policies may be maintained for professional liability and environmental legal liability in the event they cannot be combined in one policy.

The above policies shall be endorsed to provide the following, as applicable: (i) in all liability policies, name as additional insureds the Town of Addison, Texas, and its officials, officers, agents, and employees, (ii) shall contain deductibles and exclusions acceptable to the City; (iii) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, and that insurance applies separately to each insured against whom a claim is made or

suit is brought; and (iv) a waiver of subrogation in favor of the Town of Addison, Texas must be included in all liability and workers compensation policies.

All insurance policies shall be issued by an insurance company with an A.M. Best's rating of not less than A-authorized to do business in Texas and satisfactory to the Town of Addison, Texas and in the standard form approved by the Texas Department of Insurance, and shall be endorsed to provide for at least 30 days advance written notice to the Town of Addison of a material change in, cancellation, or non-renewal of a policy. Certificates of insurance, satisfactory to the Town of Addison, evidencing all coverage above, shall be furnished to the Town of Addison prior to the inception date of this Agreement, with complete copies of policies furnished to the Town of Addison upon request. The Town of Addison reserves the right to review and revise from time to time the types of insurance and limits of liability required herein.

Jim Pierce

From: HILL, JOHN [jhill@cowlesthompson.com]
Sent: Tuesday, December 04, 2001 10:33 AM
To: 'rwlgroupp@rwlgroupp.com'
Cc: 'jpierce@ci.addison.tx.us'; DIPPEL, KEN
Subject: FW: Town of Addison Request for OCP Policy



Bob--Below is an e-mail which I am forwarding to you in connection with a proposed agreement between the Town of Addison and Washington Group. Under the agreement, Washington will be performing a phase II environmental test at the Addison Airport fuel farm and surrounding area. I believe that Jim Pierce with the Town Public Works office has previously visited with you about this matter and the insurance that should be required of Washington.

The Town has previously told Washington that it would need to provide:

(i) insurance as set forth in the North Central Texas Council of Governments standard (paragraph 1.26 of the Standard Specifications for Public Works Construction - I will forward to you a faxed copy of those standards which I have previously received from Jim Pierce),

(ii) professional liability insurance with limits of liability of at least \$1,000,000, and

(iii) pollution liability insurance with limits of liability of at least \$1,000,000.

In accordance with those requirements, I have drafted the following language

to be included in the contract:

"During the work, Washington shall maintain at its sole cost and expense insurance as set forth and described in Item 1.26 (as hereafter amended) of the Standard Specifications for Public Works Construction, North Central Texas Council of Governments, a true and copy of which Item is attached hereto as Exhibit A and incorporated herein. For purposes of this contract, the said Item 1.26 is amended by amending paragraph 1.26.1 by adding new subparagraphs (d) and (e) relating to the provision of professional liability insurance and pollution liability insurance, to read as follows:

(d) professional Liability Insurance to protect from liability arising out of the performance of professional services under this contract.

Such coverage shall be in the sum of not less than One Million and No/100 Dollars (\$1,000,000.00); and

(e) pollution liability insurance to include coverage for

third-party bodily injury and property damage (on and off-site) with a limit of \$1,000,000 per claim. The pollution liability insurance shall also include clean-up, remediation, restoration costs, and other related costs and expenses. This insurance shall be continuously in place during the full term of this Agreement, including any extensions or renewals thereof, and for a period of at least one year after final termination of this Agreement."

I would appreciate your expedited review and comment regarding this language, and your comment on the e-mail from Washington below.

Thanks for your help.

John

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

From: amy.fedena@wgint.com [mailto:amy.fedena@wgint.com]
Sent: Monday, December 03, 2001 2:31 PM
To: jhill@cowlesthompson.com
Cc: charles.nash@wgint.com
Subject: Town of Addison Request for OCP Policy

Dear Mr. Hill:

I understand that an Owner Contractor Protective (OCP) insurance policy was required for work proposed by Washington Group International at Addison Airport.

An OCP policy is a separate, stand-alone policy or an endorsement to a liability policy that names the client (Addison) as insured for claims arising out of the contractor's (Washington's) negligence on the project. A synonym for this coverage is independent contractors' insurance. In the hardening insurance market, OCP policies can be much more difficult to obtain than they used to be, with increased premium costs.

Since coverage for Independent Contractors is provided under Washington's General Liability policy, and since Washington is prepared to name Addison as additional insured on its General Liability policy as required by the RFP, it is our opinion that OCP coverage would be redundant on this project. The additional insured endorsement would provide coverage under Washington's policy to Addison, for claims arising out of Washington's negligence.

Please do not hesitate to contact me or Charlie Nash should you have further questions.

Thanks and regards,

Amy Fedena, AIM

Jim Pierce

From: ron.bowlin@wgint.com
Sent: Monday, December 03, 2001 4:15 PM
To: jpierce@ci.addison.tx.us
Cc: Paul Wild
Subject: Contract

Jim,

As a follow up to the voice mails I left you today, our contract person, Charles Nash, has informed us that the Terms and Conditions requested by the

Town of Addison have been accepted. He has more than likely spoken with your contract attorney, John Hill, on the matter. This will allow for the

item to make the deadline for inclusion on the Town agenda for December 11.

We look forward to working with the Town on this project.

Ron Bowlin

Washington Group International

281.529.8671 (Wk)

832.465.5996 (Cell)

Jim Pierce

From: HILL, JOHN [jhill@cowlesthompson.com]
Sent: Monday, December 03, 2001 3:07 PM
To: 'jpierce@ci.addison.tx.us'
Cc: DIPPEL, KEN
Subject: FW: Town of Addison Request for OCP Policy



Jim--attached is the e-mail I received just now from Washington regarding insurance.

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

From: amy.fedena@wgint.com [mailto:amy.fedena@wgint.com]
Sent: Monday, December 03, 2001 2:31 PM
To: jhill@cowlesthompson.com
Cc: charles.nash@wgint.com
Subject: Town of Addison Request for OCP Policy

Dear Mr. Hill:

I understand that an Owner Contractor Protective (OCP) insurance policy was required for work proposed by Washington Group International at Addison Airport.

An OCP policy is a separate, stand-alone policy or an endorsement to a liability policy that names the client (Addison) as insured for claims arising out of the contractor's (Washington's) negligence on the project. A synonym for this coverage is independent contractors' insurance. In the hardening insurance market, OCP policies can be much more difficult to obtain than they used to be, with increased premium costs.

Since coverage for Independent Contractors is provided under Washington's General Liability policy, and since Washington is prepared to name Addison as additional insured on its General Liability policy as required by the RFP, it is our opinion that OCP coverage would be redundant on this project. The additional insured endorsement would provide coverage under Washington's policy to Addison, for claims arising out of Washington's negligence.

Please do not hesitate to contact me or Charlie Nash should you have further questions.

Thanks and regards,

Amy Fedena, AIM
Assistant Risk Management Specialist
Washington Group International Inc.
510 Carnegie Center
Princeton, NJ 08540
(609) 720-3019 phone

Council Agenda Item: _____

SUMMARY:

This Item is to award a contract to conduct a Phase II Environmental Assessment of the Addison Airport Fuel Farm.

FINANCIAL IMPACT:

Funds Available: \$85,000
Cost: ~~\$119,500~~ ^{\$} 81,800
Funding Source: Airport Fund

BACKGROUND:

The Airport Phase I Environmental Assessment Update of the Airport that was completed in August 2001 by Camp, Dresser and McKee, recommended that a Phase II Environmental Assessment be performed on the Airport Fuel Farm. The purpose of a Phase II is to determine the extent of soil and groundwater contamination, if any, as a result of operations at the fuel farm.

The Town solicited statements of qualifications from interested firms, and received ten responses. The Town evaluated the responses and selected Washington Group International to submit a proposal to do the work. ~~The Town requested that Washington prepare their proposal to include all of the likely activities that may be required with the current knowledge we have about the fuel farm.~~ A copy of Washington's proposal is attached.

~~The total cost of the proposal (\$119,500 with one round of sampling) exceeds the amount budgeted by \$34,500, and this is because Washington's proposal is "all inclusive" as requested by the Town. However, staff believes that the project may come within the budgeted amount if what we suspect is true, i.e., soil contamination is not serious, groundwater has not been affected, and additional rounds of sampling are not required. Task Items 1-3 will produce basic information on the extent of contamination and will be used to guide the remaining activities. If contamination is not serious, Tasks 4, 5, and 6 will be minimal. Task 7 is needed regardless of contamination, as a good site plan of the existing fuel farm is essential for future planning and operations. Tasks 8 and 9 result from all of the prior work.~~

As of this writing, our Attorney is negotiating the Work Authorization Terms with Washington, ~~which~~ ^{which} ~~will~~ ^{will} become part of the contract.

RECOMMENDATION:

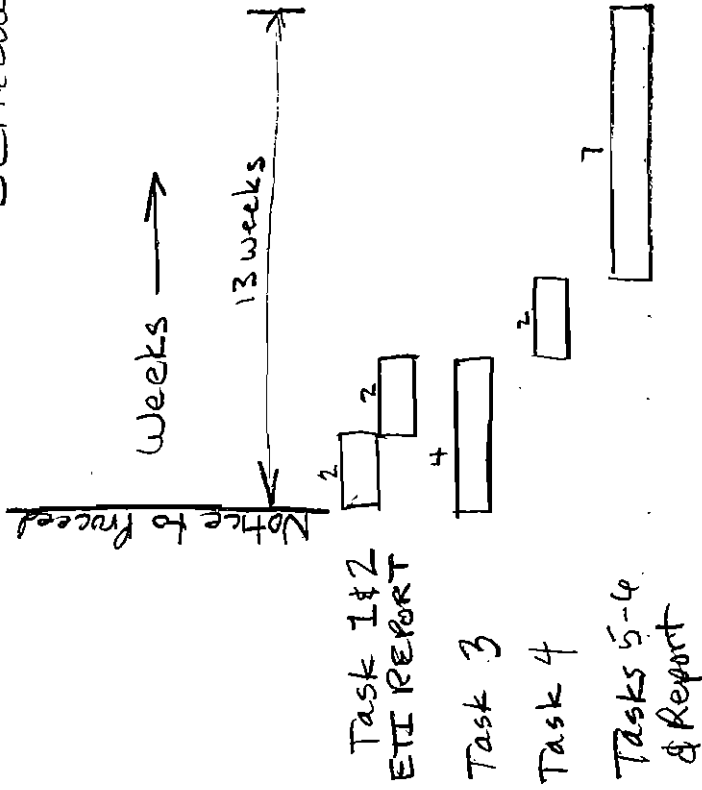
Staff recommends that the City Manager be authorized to contract with Washington Group International for Tasks 1 through ~~4~~ ⁴ and ~~Task 7~~ ^{Task 7}, for an amount of \$42,600, as well as the ~~appropriate portion of Tasks 4, 5, 6, 8, and 9, as approved by staff,~~ ^{and for} for a total amount not to exceed ~~the budgeted amount of \$85,000.~~ ^{the budgeted amount of \$85,000.} All subject to approval of the Work Authorization Terms by the City Attorney. ^{\$} 81,800

a lump sum
one time and materials basis



Fuel Farm Phase II

Schedule



Addison Airport Fuel Farm Phase II

11-26-01, 5PM Talked to Paul Wild. Their attorney is working on a letter explaining the McBride Patchiff contracting issue. I advised Paul we will not contract with McBride Patchiff. We need to contract ~~with~~ with whom we selected. They have not done much re meeting our budget pleading the results of the above. Paul will call tomorrow.

FOR	Jim Pierce		
DATE		TIME	11:00 A.M. P.M.
FROM	Paul Wild		
FIRM	Washington Group		
PHONE	281-529-8939		
<input type="checkbox"/> FAX	AREA CODE	NUMBER	EXTENSION
<input type="checkbox"/> MOBILE	AREA CODE	NUMBER	TIME TO CALL
TELEPHONED		PLEASE CALL	
RETURNED YOUR CALL		WILL CALL AGAIN	
CAME TO SEE YOU		RUSH	
WANTS TO SEE YOU		SPECIAL ATTENTION	
WAITING TO SEE YOU		HOLDING LINE	
MESSAGE	<p>Has resolution for item #7. They have a subsidiary that will take terms that you want & have the mechanisms to complete terms of contract.</p>		
SIGNATURE	FORM 4007 MADE IN U.S.A.		

MESSAGE

11-19-01 Paul Wild called about 4:30 PM re above. a co. called McBride Ratchiff, a wholly owned subsidiary of Washington will be able to contract with us without a consequential damages clause. We need a letter of explanation.

I advised Paul the agenda item has been pulled because of managements concern with the price. They want a proposal that's within the budget. We need to get within the budget or go with the next firm on our selection list. Paul will resubmit the proposal to adjust scope, analytical costs, etc and come back to us.

Jim Pierce

From: Chris Terry
Sent: Thursday, November 15, 2001 10:33 AM
To: Ron Whitehead
Cc: Jim Pierce; Mark Acevedo
Subject: PHASE 2 ENVIRONMENTAL ASSESSMENT NEGOTIATION STATUS

Ron,

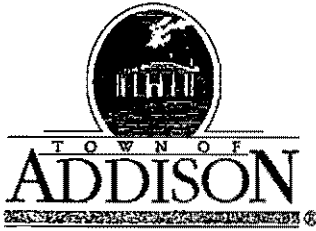
I am concerned that we may not be able to negotiate an acceptable scope and fee for Washington's (Wash.) bid on the Phase 2. I have visited with Jim Pierce again this morning regarding Wash.'s response to Jim's letter of Nov. 5 requesting scope revisions. The good news is, they've agreed to all the changes we (Jim, John H. and I) suggested. The bad news is, the fee has exploded well beyond what we have budgeted. We have \$75,000 available and Wash.'s proposed fee is \$125,000 which is outrageous! You may recall that earlier, CDM told Jim P. that a thorough Phase 2 should be able to be completed for approximately \$40,000 - \$50,000. Remember CDM did not bid on this because their staff that performs these functions are no longer with the organization and they were left with inadequate staff to perform the engagement.

Here is how we are proceeding. I have asked Jim to visit with Bruce Ehly at TXDOT to inquire as to what a ballpark fee should be for a good Phase 2. Jim is continuing to negotiate the price without damaging the integrity of the work to the extent possible. Jim, Mark and I are meeting again tomorrow to review where we are in terms of available funds and the final negotiated scope. We will go over all this with you on Monday at our 10:15 CIP meeting.

Monday at 10:00 is the deadline for Council agenda items on the Nov. 27 meeting. So, if we are comfortable with the scope and fee we will go forward with a recommendation that authorizes certain elements of the scope (Elements 1-3 totaling roughly \$33,000) but also allows staff to authorize additional work that may be needed not to exceed \$75,000. I know this is a weird way to do it, but it may be the only way to move forward on the Nov. 27 meeting. Option two is to miss the Nov. 27 Council meeting, work a little more with Wash. and if we don't get satisfied with scope and fees reject them and move to the next bidder which is a local firm called IT that Jim P. is familiar with. Option three is to increase the budget, but I am not convinced that a thorough Phase 2 could not be done that meets all our needs for \$50,000 which is within budget and besides, the Airport Fund is fairly tight given all the projects we are interested in pursuing.

I know this is a lot, but I wanted to put things into context for you before we meet on Monday.

Chris



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

October 29, 2001

Mr. Paul R. Wild
Manager of Environmental Services
Washington Group International, Inc.
P.O. Box 1281
Houston, TX 77251-1281

Re: Addison Airport Proposed Scope of Work for Fuel Farm Phase II Environmental Assessment

Dear Mr. Wild:

We have reviewed the above referenced scope of work document dated September 10, 2001 and our comments are as follows:

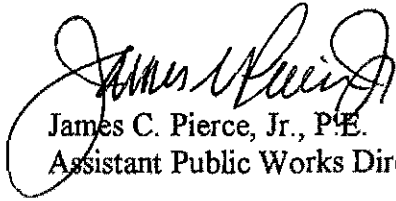
1. No health and safety plan included
2. Determination of extent of contamination (the goal of this assessment) is to be described by area only. No depth of contamination.
3. No confirming soil or groundwater samples included.
4. Too many change order possibilities. We do not want to have to deal with change orders. Include likely work in the scope.
5. The only utilities the Town can locate are our water and sewer lines. We do not know where other lines or tanks are.
6. All work shall meet TNRCC "standards" for Phase II investigations
7. Technical Approach should read ... "The objective will be to establish an understanding of environmental Under Task 2, information is being gathered that "will affect the execution of any future tank management program" and in "preparation for later field investigation and construction activities". These statements are out of scope. Scope should focus on determining the extent of contamination.
8. Under Price, 1., change Town to Washington. 2. The Town can't do this. 3. Don't like the "protracted negotiations or meetings" language. 5. Another reference to us not getting extent of contamination without additional costs.
9. Our attorney, John Hill has made separate comments on the Work Authorization Terms, which are attached. Please disregard his coverage comments (first part of 4(a)) on insurance. We require insurance as recommended by NCTCOG, which I have also attached. In addition, we need \$1M Professional Liability Coverage and \$1M Pollution Liability Coverage, or, if put together in a package, \$2M coverage.

Mr. Paul Wild
October 29, 2001
Page 2

Please revise your proposal accordingly and call if you have any questions.

Very truly yours,

Town of Addison

A handwritten signature in black ink, appearing to read "James C. Pierce, Jr.", written in a cursive style. The signature is positioned above the printed name and title.

James C. Pierce, Jr., P.E.
Assistant Public Works Director

cc: Chris Terry, Assistant City Manager
Michael E. Murphy, P.E., Director of Public Works

Enclosures

trench safety such as trench shields and shoring systems will be likewise certified by professional engineers registered in the State of Texas or by a professional engineer registered in the state of manufacture of the shield.

1.24.4. PAYMENT FOR TRENCH SAFETY

Payment for trench safety shall be by the lineal feet of trench exceeding a depth of five (5) ft. Excavation for slope-back methods shall be subsidiary to the trench safety pay item including replacement and recompaction. Excess excavation for other trench safety methods is also subsidiary to the trench safety pay item. Costs relating to the preparation of the trench safety plan including geotechnical investigation, testing and report preparation fees are all subsidiary to the pay item for trench safety. Should trench safety measures be required during contract performance where no pay item has been provided, then the CONTRACTOR shall immediately notify the OWNER and, if directed to do so, provide trench safety under the provisions of Item 1.37.3. and/or 1.38. Should the OWNER fail to authorize the work as provided for in 1.37.3. and 1.38., then the CONTRACTOR shall proceed under the provisions of Items 1.39. and 1.40. Trench safety requirements are mandatory and may not be waived.

1.24.5. PAYMENT FOR SPECIAL SHORING

Payment for special shoring, if any, shall be based on the square feet of shoring used.

ITEM 1.25. PAYMENT FOR LABOR AND MATERIAL; NO LIENS

The CONTRACTOR for himself or any of his subcontractors shall pay all indebtedness which may become due to any person, firm or corporation having furnished labor, material or both in the performance of this contract. It shall be the responsibility of each person, firm or corporation claiming to have furnished labor, materials or both, in connection with this contract, to protect his or its interest in the manner prescribed by applicable laws of the State of Texas, provided, however, that as this contract provides for a public works project, no lien of any kind shall ever exist or be placed against the work or any portion thereof, or any public funds or retainage held by the OWNER; and any subcontractor shall look solely to the CONTRACTOR and the payment bond surety, and not the OWNER, for payment of any outstanding amounts due for labor, materials or any other indebtedness in connection with the work. However, the OWNER may, at any time prior to making final payment, require the CONTRACTOR to furnish a Consent of Surety to any payment due the CONTRACTOR for completed work and may, at the discretion of the OWNER or the request of the Surety, make the check jointly payable to the CONTRACTOR and the Surety.

ITEM 1.26. INSURANCE

1.26.1. CONTRACTOR'S INSURANCE

Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the contract the CONTRACTOR and each subcontractor at their own expense shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER. Certificates of each policy shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, nonrenewed or materially changed without 30 days advance written notice being given to the OWNER, except when the policy is being canceled for nonpayment of premium, in which case 10 days advance written notice is required. Prior to the effective date of cancellation, the CONTRACTOR must deliver to the OWNER a replacement certificate of insurance or proof of reinstatement. A model Certificate of Insurance is illustrated in Appendix A.2. Coverage shall be of the following types and not less than the specified amounts:

- (a) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the OWNER; employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease — each employee, \$500,000 disease-policy limit.
- (b) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring CONTRACTOR'S (or subcontractor's) liability for injury to or death of OWNER'S employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

General Aggregate	\$1,000,000
Products — Components/Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$ 600,000
Each Occurrence	\$ 600,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense (any one person)	\$ 5,000

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.

(c) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 for bodily injury (per accident) and \$100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

1.26.2. OWNER'S PROTECTIVE LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this contract an OWNER'S protective liability insurance policy naming the OWNER and the Engineer as insureds for property damage and bodily injury, which may arise in the prosecution of the work or CONTRACTOR'S operations under this contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence and \$1,000,000 aggregate.

1.26.3. "UMBRELLA" LIABILITY INSURANCE

If required by OWNER, CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring CONTRACTOR for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER and Engineer shall be named as additional insureds.

1.26.4. RAILROAD PROTECTIVE INSURANCE

When required in the Special Provisions, CONTRACTOR shall obtain, maintain and present evidence of railroad protective insurance (RPI). The policy shall be in the name of the railroad company having jurisdiction over the right-of-way involved. The minimum limit of coverage shall meet the specifications provided by the railroad company. The OWNER shall specify the amount of RPI necessary.

1.26.5. POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

(a) Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

- (1) each policy shall name the OWNER as an additional insured as to all applicable coverage;
- (2) each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail. If the policy is canceled for nonpayment of premium, only 10 days written notice to OWNER is required;
- (3) the term "OWNER" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;
- (4) the policy phrase "other insurance" shall not apply to the OWNER where the OWNER is an additional insured on the policy; and

(5) all provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

(b) Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:

(1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the CONTRACTOR. The OWNER'S decision thereon shall be final;

(2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and

(3) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.

(c) CONTRACTOR agrees to the following:

(1) CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies;

(2) companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;

(3) approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and

(4) no special payments shall be made for any insurance that the CONTRACTOR and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

ITEM 1.27. MATERIALS AND WORKMANSHIP; WARRANTIES AND GUARANTEES

Unless otherwise expressly provided in the contract drawings or specifications, the work shall be performed in accordance with the best modern practice with materials and workmanship of the highest quality and suitable for their purpose. The OWNER shall judge and determine the CONTRACTOR'S compliance with these requirements.

1.27.1. "OR EQUAL" CLAUSE

Whenever a material or article required is specified or shown on the plans, by using the name of a proprietary product or of a particular manufacturer or vendor, any material or article which the Engineer determines shall perform adequately the duties imposed by the general design or which the Engineer deems to be of similar appearance (in cases where appearance is of importance) shall be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function. Authorization for any substitution of materials or articles must be obtained by the CONTRACTOR from the Engineer before proceeding with such substitution.

Should an authorized substitution require redesign of a portion of the work or alterations to the plans or specifications in order for the materials or articles which are to be substituted to properly fit or in other ways to be satisfactory, the Engineer shall accomplish such redesigns and alterations. The CONTRACTOR shall bear all reasonable costs associated with redesign and alteration efforts performed by the Engineer.

1.27.2. MATERIALS AND EQUIPMENT

The CONTRACTOR shall be free to secure the approved materials, equipment and articles from sources of his own selection. However, if the OWNER finds that the work shall be delayed or adversely affected in any way because a selected source of supply cannot furnish a uniform product in sufficient quantity and at the time required and a suitable source does exist, or the product is not suitable for the work, the OWNER shall have the right to require the original source of supply changed by the CONTRACTOR. The CONTRACTOR shall have no claim for extra cost or damage because of this requirement.

WORK AUTHORIZATION TERMS

1. The work shall be as described in the Washington Group International, Inc. ("Washington") proposed Scope of Work referenced on the face hereof.
2. Unless otherwise agreed in writing, Client shall pay Washington for the work on the basis described in Washington's Scope of Work. Payment shall be due upon the final completion of all of the work within thirty (30) days of invoice. Payment not received within such time period will be subject to interest of 1% per month for the unpaid balance.
3. Confidentiality obligations related to the work, if any, shall be as set forth in such confidentiality agreements as may be concluded between the parties.
4. (a) During the work, Washington shall maintain the following insurance:

<u>Coverage</u>	<u>Limits</u>
{ See NCTLOG Worker'sWorkman's Compensation covering all assigned employees (applicable for all states except those where State funded coverage is required). 	Statutory
Employer's Liability	\$100,000
 CommercialComprehensive Liability Bodily Injury (including death) and Property Damage General 	\$500,000 Combined Single Limit Per Occurrence and in the aggregate
 Automobile Liability Bodily Injury (including death) and Property Damage, <u>including owned, non-owned and hired car coverage</u> 	\$500,000 Combined Single Limit Per Occurrence and in the aggregate

The above policies shall be endorsed to provide the following, as applicable: (i) in all liability policies, name the Town of Addison, Texas as an additional insured; (ii) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, and that insurance applies separately to each insured against whom claim is made or suit is brought; and (iii) a waiver of subrogation in favor of the Town of Addison, Texas, its officials, officers, agents, and employees must be included in all such policies. All insurance policies shall be issued by an insurance company with an A.M. Best's rating of not less than A- and authorized to do business in Texas and in the standard form approved by the Texas Department of Insurance, and shall be endorsed to provide for at least 30 days advance written notice to the Town of Addison, Texas of a material change in or cancellation of a policy. Certificates of insurance, satisfactory to

the City, evidencing all coverage above, shall be furnished to the City prior to the performance of any work by Washington, with complete copies of policies furnished to the City upon request.

- (b) Washington shall defend and indemnify the Town of Addison, Texas, its officials, officers, employees and agents (together, for purposes of this section, the "City") against, and hold the City harmless from, any and all liability, actions, causes of action, lawsuits, judgments, claims, damages, costs or fees, including attorney's fees and costs of defense, for personal injury, property damage or destruction (including without limitation loss of use of property not otherwise physically injured), breach of contract, or other harm for which recovery of damages is sought, suffered by any person or organization that may arise out of any negligent, grossly negligent, or willful act or omission of Washington, its officers, employees, contractors or agents under this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement. In any event, the liability of Washington, its affiliates and/or their employees and/or agents for loss and/or damage to property or injury or death to persons other than employees of Washington and/or its affiliates caused by Washington and/or any of its employees in connection with or as a result of the work shall be limited to any amounts recovered from the insurance set forth above and Client agrees to indemnify and hold harmless Washington and its affiliates and their employees and agents against any cost, loss or damage in excess of the amounts recovered from such insurance. Client further agrees that Washington, its affiliates and/or their employees and/or agents shall, in any event, have no liability whatsoever (i) for loss and/or damage to property or injury or death to persons other than employees of Washington or its affiliates which occurs more than one (1) year after Washington's completion of the work and/or (ii) arising from pollution or environmental impairment which may occur during construction, commissioning, start up, operation and/or maintenance of any facilities and Client shall hold harmless, defend and indemnify Washington and its affiliates and their employees and/or agents from any such liability. Client, warranting that it has the right to do so, waives all rights of subrogation which it and its insurers may have against Washington, its affiliates and/or their employees and/or agents under insurance coverage's maintained by Client.
- (c) The work to be undertaken by Washington is at the Addison Airport fuel farm site, where aviation fuel and other products and materials (some of which may be hazardous) are stored and used for aviation purposes. However, in the event that unknown, unanticipated or unsuspected hazardous materials are discovered on or near the project site, Washington shall have the right to stop all work thereon immediately until (i) all proper authorities are notified, and all applicable laws, rules or regulations have been complied with, and (ii) if the scope of the work is increased from that originally anticipated under the terms of this Contract, the increased scope of the work and the fees to be paid as a result thereof have been accepted by Client and Washington in writing. In such an instance, Client shall have the right to terminate this agreement and Washington shall be compensated for all work properly performed to the point of termination (and Washington shall promptly give to Client all records, reports, documents and all other materials or information (in whatever format, whether electronic or otherwise) prepared or collected by Washington to the time of such termination). In the event that the

discovery of unanticipated hazardous materials requires Washington to take immediate measures to protect health and safety, or to comply with applicable laws, rules or regulations, Client agrees to compensate Washington for expenses incurred in taking such action, including, but not limited to, expenses incurred for equipment decontamination and all other costs incident to the discovery, treatment and/or disposal of the hazardous waste, except to the extent that such expenses or costs result from the negligence, gross negligence, or willful act or omission of Washington. Washington shall immediately notify Client of its discovery of any unanticipated hazardous materials.

5. Any delay or failure of Washington in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, strike, acts of workman, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or historical artifacts at the project site, delays occasioned by Client's preconstruction approval or permitting activities, unusually severe weather, sabotage, embargo, car shortage, wreck or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, court injunction or order, delays by or acts or orders of any governmental body or changes in laws or governmental regulations, acts or omissions of the Client or its other contractors or any other cause or causes beyond the reasonable control of Washington provided that prompt written notice of such delay or suspension be given by Washington to the Client. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Washington shall be reimbursed for the cost (if any) of such delays if such delays are caused directly by Client.

~~6. Washington shall perform its work hereunder warrants that the services performed hereunder, beginning on the date Washington completes its work and terminating one year from the completion thereof, will be in accordance with that degree of care and skill ordinarily exercised by members of the engineering profession and construction industry existing as of the date that such services are performed. Washington's sole liability to Client for any non-conforming work shall be to provide remedial engineering services to correct errors in documents and specification prepared by Washington, written notice of which must be promptly given by Client to Washington. The only warranties made by Washington are those expressly enumerated in this provision. These remedies are Client's sole remedies for any failure of Washington to comply with its obligations. Correction of any nonconformity in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of Washington for defective or nonconforming services whether the claims of the Client are based in contract, in tort (including negligence and strict liability), or otherwise with respect to or arising out of the terms of this work authorization and the work performed hereunder.~~

~~7. In no event shall Washington, its affiliates and/or their employees and/or agents be liable, whether in contract or tort, including negligence and strict liability for any special, indirect or consequential damages whatsoever. Client agrees that the terms and conditions of any purchase orders issued by Client in connection with the work shall not apply and are expressly waived by Client. Washington makes no indemnifications, representations, guarantees or warranties, either expressed or implied except as specifically set forth herein.~~

~~Washington, its affiliates and/or their employees and/or agents shall have no liability to Client except as expressly provided herein, and Client hereby waives any remedies, whether in contract, tort, or otherwise, including negligence and strict liability, not expressly provided for herein.~~

~~8. All reports, documents, drawings, designs, plans, or specifications made, prepared, or collected by Engineer in connection herewith belong to and remain the property of Client. Client shall be furnished with such reports, documents, drawings, designs, plans, and specifications and reports. All drawings and documents (including the information incorporated therein) prepared by Washington and provided to Client hereunder are intended only for Client's use solely for the purposes specifically contemplated by Washington at the time the work is being performed and if Client makes any other use thereof it shall assume all risk associated with such other uses and shall defend, indemnify and hold harmless Washington, its affiliates and their employees and agents from any liability arising from such other use.~~

~~Except as otherwise provided in Paragraph 4 above, Washington's total aggregate liability howsoever arising from or connected with the work shall in no event exceed the amounts paid to Washington by Client for the work and Client shall indemnify and hold harmless Washington, its affiliates and their employees and agents against any cost, loss or damage in excess of such limits.~~

~~10.6. The parties agree that the laws of the State of Texas shall apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the interpretation, validity and enforcement of this Agreement. In the event of any conflict over choice of applicable law, the parties intend that the choice of law be made which gives the fullest possible force and effect to these provisions. This Agreement has been executed and delivered in the State of Texas and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of Texas. All duties and obligations of the parties created hereunder are performable in Dallas County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.~~

~~7. (a) *Termination without cause.* Either party may terminate this Agreement at any time by giving to the other party at least 30 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination, all finished or unfinished data, studies, reports and other materials and items (whether kept electronically, in writing, or otherwise) prepared or assembled by Washington shall be promptly delivered to Customer. Washington shall be paid for all work satisfactorily completed prior to the effective date of said termination.~~

~~(b) *Termination with cause.* If Washington fails to perform Washington's duties to the satisfaction of the Customer, or if Washington fails to fulfill in a timely and professional manner Washington's obligations under this Agreement, or if Washington shall violate any~~

of the terms of provisions of this Agreement, then Customer shall have the right to terminate this Agreement effective immediately upon the Customer giving written notice thereof to Washington. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination, all finished or unfinished data, studies, reports and other items (whether kept electronically, in writing, or otherwise) prepared or assembled by Washington shall be promptly delivered to Customer. Washington shall be paid for all work satisfactorily completed prior to the effective date of such termination.

8. Inasmuch as this Agreement is intended to secure the specialized services of Washington, Washington has no authority or power to and may not assign, transfer, delegate, subcontract or otherwise convey any interest herein without the prior written consent of Customer, and any such assignment, transfer, delegation, subcontract or other conveyance without the Customer's prior written consent shall be considered null and void.

9. All payments, notices, demands, or requests from one party to another shall be personally delivered or sent by United States mail, postage prepaid, to the addresses below:

To Customer:

16801 Westgrove Road
Addison, Texas 75001-5190

Attn: Jim Pierce
Tel.: 972-450-2879
Fax: 972-450-2837

To Washington:

Attn: _____
Tel.: _____
Fax _____

TOWN OF

ADDISON

PUBLIC WORKS

To: John Hill

From: Jim Pierce, P.E.

Company: Cowles & Thompson

Asst. Public Wks. Dir.

Phone: 972/450-2879

FAX #: 214-672-2020

FAX: 972/450-2837

jpierce@ci.addison.tx.us

Date: 12-4-01 2370

16801 Westgrove

P.O.Box 9010

of pages (including cover): 11

Addison, TX 75001-9010

Re: Airport Fuel Farm Phase II

Original in mail

Per your request

FYI

Call me

Comments: John - I Entire "package"
of what I sent Washington.
See para 9.

Jim

TOWN OF
ADDISON

B. Lazarus - 972-907-9095 - Pollution Liability

PUBLIC WORKS

To: John Hill

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

Company: Coble & Thompson

FAX #: 214-672-2020

Date: 10-3-01

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

of pages (including cover): 4

Re: Washington Fuel Farm Phase II Investigation

- Original in mail Per your request FYI Call me

Comments: Re: work authorization terms:

Par. 2 - I'm OK with their wording on
payment. Job will take more than 30 days
so invoice every 30 days would be OK.

Our purchasing manual refers to COG's
specs for insurance. I have attached COG's
specs. One concern I have is what
if Washington punctures a fuel tank
and causes soil/ground water contamination?
Should we require "Pollution Liability" Insurance
in addition. Or do you think COG's para.
1.26.3 would cover that?

If you will make those changes I will
forward on to Washington.

Jim

trench safety such as trench shields and shoring systems will be likewise certified by professional engineers registered in the State of Texas or by a professional engineer registered in the state of manufacture of the shield.

1.24.4. PAYMENT FOR TRENCH SAFETY

Payment for trench safety shall be by the lineal feet of trench exceeding a depth of five (5) ft. Excavation for slope-back methods shall be subsidiary to the trench safety pay item including replacement and recompaction. Excess excavation for other trench safety methods is also subsidiary to the trench safety pay item. Costs relating to the preparation of the trench safety plan including geotechnical investigation, testing and report preparation fees are all subsidiary to the pay item for trench safety. Should trench safety measures be required during contract performance where no pay item has been provided, then the CONTRACTOR shall immediately notify the OWNER and, if directed to do so, provide trench safety under the provisions of Item 1.37.3. and/or 1.38. Should the OWNER fail to authorize the work as provided for in 1.37.3. and 1.38., then the CONTRACTOR shall proceed under the provisions of Items 1.39. and 1.40. Trench safety requirements are mandatory and may not be waived.

1.24.5. PAYMENT FOR SPECIAL SHORING

Payment for special shoring, if any, shall be based on the square feet of shoring used.

ITEM 1.25. PAYMENT FOR LABOR AND MATERIAL; NO LIENS

The CONTRACTOR for himself or any of his subcontractors shall pay all indebtedness which may become due to any person, firm or corporation having furnished labor, material or both in the performance of this contract. It shall be the responsibility of each person, firm or corporation claiming to have furnished labor, materials or both, in connection with this contract, to protect his or its interest in the manner prescribed by applicable laws of the State of Texas, provided, however, that as this contract provides for a public works project, no lien of any kind shall ever exist or be placed against the work or any portion thereof, or any public funds or retainage held by the OWNER; and any subcontractor shall look solely to the CONTRACTOR and the payment bond surety, and not the OWNER, for payment of any outstanding amounts due for labor, materials or any other indebtedness in connection with the work. However, the OWNER may, at any time prior to making final payment, require the CONTRACTOR to furnish a Consent of Surety to any payment due the CONTRACTOR for completed work and may, at the discretion of the OWNER or the request of the Surety, make the check jointly payable to the CONTRACTOR and the Surety.

ITEM 1.26. INSURANCE

1.26.1. CONTRACTOR'S INSURANCE

Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the contract the CONTRACTOR and each subcontractor at their own expense shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER. Certificates of each policy shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, nonrenewed or materially changed without 30 days advance written notice being given to the OWNER, except when the policy is being canceled for nonpayment of premium, in which case 10 days advance written notice is required. Prior to the effective date of cancellation, the CONTRACTOR must deliver to the OWNER a replacement certificate of insurance or proof of reinstatement. A model Certificate of Insurance is illustrated in Appendix A.2. Coverage shall be of the following types and not less than the specified amounts:

- (a) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the OWNER; employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease — each employee, \$500,000 disease-policy limit.
- (b) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring CONTRACTOR'S (or subcontractor's) liability for injury to or death of OWNER'S employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

General Aggregate	\$1,000,000
Products — Components/Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$ 600,000
Each Occurrence	\$ 600,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense (any one person)	\$ 5,000

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.

(c) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 for bodily injury (per accident) and \$100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

1.26.2. OWNER'S PROTECTIVE LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this contract an OWNER'S protective liability insurance policy naming the OWNER and the Engineer as insureds for property damage and bodily injury, which may arise in the prosecution of the work or CONTRACTOR'S operations under this contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence and \$1,000,000 aggregate.

1.26.3. "UMBRELLA" LIABILITY INSURANCE

If required by OWNER, CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring CONTRACTOR for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER and Engineer shall be named as additional insureds.

1.26.4. RAILROAD PROTECTIVE INSURANCE

When required in the Special Provisions, CONTRACTOR shall obtain, maintain and present evidence of railroad protective insurance (RPI). The policy shall be in the name of the railroad company having jurisdiction over the right-of-way involved. The minimum limit of coverage shall meet the specifications provided by the railroad company. The OWNER shall specify the amount of RPI necessary.

1.26.5. POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

(a) Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

- (1) each policy shall name the OWNER as an additional insured as to all applicable coverage;
- (2) each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail. If the policy is canceled for nonpayment of premium, only 10 days written notice to OWNER is required;
- (3) the term "OWNER" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;
- (4) the policy phrase "other insurance" shall not apply to the OWNER where the OWNER is an additional insured on the policy; and

(5) all provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

(b) Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:

(1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the CONTRACTOR. The OWNER'S decision thereon shall be final;

(2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and

(3) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.

(c) CONTRACTOR agrees to the following:

(1) CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies;

(2) companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;

(3) approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and

(4) no special payments shall be made for any insurance that the CONTRACTOR and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

ITEM 1.27. MATERIALS AND WORKMANSHIP; WARRANTIES AND GUARANTEES

Unless otherwise expressly provided in the contract drawings or specifications, the work shall be performed in accordance with the best modern practice with materials and workmanship of the highest quality and suitable for their purpose. The OWNER shall judge and determine the CONTRACTOR'S compliance with these requirements.

1.27.1. "OR EQUAL" CLAUSE

Whenever a material or article required is specified or shown on the plans, by using the name of a proprietary product or of a particular manufacturer or vendor, any material or article which the Engineer determines shall perform adequately the duties imposed by the general design or which the Engineer deems to be of similar appearance (in cases where appearance is of importance) shall be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function. Authorization for any substitution of materials or articles must be obtained by the CONTRACTOR from the Engineer before proceeding with such substitution.

Should an authorized substitution require redesign of a portion of the work or alterations to the plans or specifications in order for the materials or articles which are to be substituted to properly fit or in other ways to be satisfactory, the Engineer shall accomplish such redesigns and alterations. The CONTRACTOR shall bear all reasonable costs associated with redesign and alteration efforts performed by the Engineer.

1.27.2. MATERIALS AND EQUIPMENT

The CONTRACTOR shall be free to secure the approved materials, equipment and articles from sources of his own selection. However, if the OWNER finds that the work shall be delayed or adversely affected in any way because a selected source of supply cannot furnish a uniform product in sufficient quantity and at the time required and a suitable source does exist, or the product is not suitable for the work, the OWNER shall have the right to require the original source of supply changed by the CONTRACTOR. The CONTRACTOR shall have no claim for extra cost or damage because of this requirement.

HP LaserJet 3200se



TOALASERJET 3200
9724502837
OCT-2-2001 08:18

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
222	10/ 2/2001	08:15:49	Send	92146722020	2:52	4	OK

TOWN OF

ADDISON

PUBLIC WORKS

To: John Hill

From: Jim Pierce, P.E.

Company: Cable & Thompson

Asst. Public Wks. Dir.

Phone: 972/450-2879

FAX: 972/450-2837

jpierce@ci.addison.tx.us

FAX #: 214-672-2020

Date: 10-3-01

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

of pages (including cover): 4

Re: Washington Fuel Farm Phase II Investigation

Original in mail Per your request FYI Call me

Comments: Re: work out long term terms:

Par. 2 - I'm OK with their wording on
payment. It will take more than 30 days
so invoice every 30 days would be OK.

Our purchasing manual refers to COG's
specs for insurance. I have attached COG's
specs. One concern I have is what
if Washington punctures a fuel tank
and causes soil/ground water contamination?
Should we require "Pollution Liability" Insurance
in addition. Or do you think COG's para.
1.2b.3 would cover that?

If you will make those changes I will
forward on to Washington.

Jim

WORK AUTHORIZATION TERMS

1. The work shall be as described in the Washington Group International, Inc. ("Washington") proposed Scope of Work referenced on the face hereof.
2. Unless otherwise agreed in writing, Client shall pay Washington for the work on the basis described in Washington's Scope of Work. Payment shall be due upon the final completion of all of the work within thirty (30) days of invoice. Payment not received within such time period will be subject to interest of 1% per month for the unpaid balance.
3. Confidentiality obligations related to the work, if any, shall be as set forth in such confidentiality agreements as may be concluded between the parties.
4. (a) During the work, Washington shall maintain the following insurance:

<u>Coverage</u>	<u>Limits</u>
<p><u>Worker's</u>Worker's Compensation covering all assigned employees (applicable for all states except those where State funded coverage is required).</p>	Statutory
Employer's Liability	\$100,000
<p><u>Commercial</u>Comprehensive Liability Bodily Injury (including death) and Property Damage</p>	<p>\$500,000 Combined Single Limit Per Occurrence and in the aggregate</p>
<p>Automobile Liability Bodily Injury (including death) and Property Damage, <u>including owned, non-owned and hired car coverage</u></p>	<p>\$500,000 Combined Single Limit Per Occurrence and in the aggregate</p>

The above policies shall be endorsed to provide the following, as applicable: (i) in all liability policies, name the Town of Addison, Texas as an additional insured; (ii) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, and that insurance applies separately to each insured against whom claim is made or suit is brought; and (iii) a waiver of subrogation in favor of the Town of Addison, Texas, its officials, officers, agents, and employees must be included in all such policies. All insurance policies shall be issued by an insurance company with an A.M. Best's rating of not less than A- and authorized to do business in Texas and in the standard form approved by the Texas Department of Insurance, and shall be endorsed to provide for at least 30 days advance written notice to the Town of Addison, Texas of a material change in or cancellation of a policy. Certificates of insurance, satisfactory to

the City, evidencing all coverage above, shall be furnished to the City prior to the performance of any work by Washington, with complete copies of policies furnished to the City upon request.

- (b) Washington shall defend and indemnify the Town of Addison, Texas, its officials, officers, employees and agents (together, for purposes of this section, the "City") against, and hold the City harmless from, any and all liability, actions, causes of action, lawsuits, judgments, claims, damages, costs or fees, including attorney's fees and costs of defense, for personal injury, property damage or destruction (including without limitation loss of use of property not otherwise physically injured), breach of contract, or other harm for which recovery of damages is sought, suffered by any person or organization that may arise out of any negligent, grossly negligent, or willful act or omission of Washington, its officers, employees, contractors or agents under this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement. In any event, the liability of Washington, its affiliates and/or their employees and/or agents for loss and/or damage to property or injury or death to persons other than employees of Washington and/or its affiliates caused by Washington and/or any of its employees in connection with or as a result of the work shall be limited to any amounts recovered from the insurance set forth above and Client agrees to indemnify and hold harmless Washington and its affiliates and their employees and agents against any cost, loss or damage in excess of the amounts recovered from such insurance. Client further agrees that Washington, its affiliates and/or their employees and/or agents shall, in any event, have no liability whatsoever (i) for loss and/or damage to property or injury or death to persons other than employees of Washington or its affiliates which occurs more than one (1) year after Washington's completion of the work and/or (ii) arising from pollution or environmental impairment which may occur during construction, commissioning, start-up, operation and/or maintenance of any facilities and Client shall hold harmless, defend and indemnify Washington and its affiliates and their employees and/or agents from any such liability. Client, warranting that it has the right to do so, waives all rights of subrogation which it and its insurers may have against Washington, its affiliates and/or their employees and/or agents under insurance coverage's maintained by Client.
- (c) The work to be undertaken by Washington is at the Addison Airport fuel farm site, where aviation fuel and other products and materials (some of which may be hazardous) are stored and used for aviation purposes. However, in the event that unknown, unanticipated or unsuspected hazardous materials are discovered on or near the project site, Washington shall have the right to stop all work thereon immediately until (i) all proper authorities are notified, and all applicable laws, rules or regulations have been complied with, and (ii) if the scope of the work is increased from that originally anticipated under the terms of this Contract, the increased scope of the work and the fees to be paid as a result thereof have been accepted by Client and Washington in writing. In such an instance, Client shall have the right to terminate this agreement and Washington shall be compensated for all work properly performed to the point of termination (and Washington shall promptly give to Client all records, reports, documents and all other materials or information (in whatever format, whether electronic or otherwise) prepared or collected by Washington to the time of such termination). In the event that the

discovery of unanticipated hazardous materials requires Washington to take immediate measures to protect health and safety, or to comply with applicable laws, rules or regulations, Client agrees to compensate Washington for expenses incurred in taking such action, including, but not limited to, expenses incurred for equipment decontamination and all other costs incident to the discovery, treatment and/or disposal of the hazardous waste, except to the extent that such expenses or costs result from the negligence, gross negligence, or willful act or omission of Washington. Washington shall immediately notify Client of its discovery of any unanticipated hazardous materials.

5. Any delay or failure of Washington in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, strike, acts of workman, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or historical artifacts at the project site, delays occasioned by Client's preconstruction approval or permitting activities, unusually severe weather, sabotage, embargo, ear shortage, wreck or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, court injunction or order, delays by or acts or orders of any governmental body or changes in laws or governmental regulations, acts or omissions of the Client or its other contractors or any other cause or causes beyond the reasonable control of Washington provided that prompt written notice of such delay or suspension be given by Washington to the Client. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Washington shall be reimbursed for the cost (if any) of such delays if such delays are caused directly by Client.

~~6. Washington shall perform its work hereunder warrants that the services performed hereunder, beginning on the date Washington completes its work and terminating one year from the completion thereof, will be in accordance with that degree of care and skill ordinarily exercised by members of the engineering profession and construction industry existing as of the date that such services are performed. Washington's sole liability to Client for any non-conforming work shall be to provide remedial engineering services to correct errors in documents and specification prepared by Washington, written notice of which must be promptly given by Client to Washington. The only warranties made by Washington are those expressly enumerated in this provision. These remedies are Client's sole remedies for any failure of Washington to comply with its obligations. Correction of any nonconformity in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of Washington for defective or nonconforming services whether the claims of the Client are based in contract, in tort (including negligence and strict liability), or otherwise with respect to or arising out of the terms of this work authorization and the work performed hereunder.~~

~~7. In no event shall Washington, its affiliates and/or their employees and/or agents be liable, whether in contract or tort, including negligence and strict liability for any special, indirect or consequential damages whatsoever. Client agrees that the terms and conditions of any purchase orders issued by Client in connection with the work shall not apply and are expressly waived by Client. Washington makes no indemnifications, representations, guarantees or warranties, either expressed or implied except as specifically set forth herein.~~

~~Washington, its affiliates and/or their employees and/or agents shall have no liability to Client except as expressly provided herein, and Client hereby waives any remedies, whether in contract, tort, or otherwise, including negligence and strict liability, not expressly provided for herein.~~

~~8. All reports, documents, drawings, designs, plans, or specifications made, prepared, or collected by Engineer in connection herewith belong to and remain the property of Client. Client shall be furnished with such reports, documents, drawings, designs, plans, and specifications and reports. All drawings and documents (including the information incorporated therein) prepared by Washington and provided to Client hereunder are intended only for Client's use solely for the purposes specifically contemplated by Washington at the time the work is being performed and if Client makes any other use thereof it shall assume all risk associated with such other uses and shall defend, indemnify and hold harmless Washington, its affiliates and their employees and agents from any liability arising from such other use.~~

~~Except as otherwise provided in Paragraph 4 above, Washington's total aggregate liability howsoever arising from or connected with the work shall in no event exceed the amounts paid to Washington by Client for the work and Client shall indemnify and hold harmless Washington, its affiliates and their employees and agents against any cost, loss or damage in excess of such limits.~~

~~10.6. The parties agree that the laws of the State of Texas shall apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the interpretation, validity and enforcement of this Agreement. In the event of any conflict over choice of applicable law, the parties intend that the choice of law be made which gives the fullest possible force and effect to these provisions. This Agreement has been executed and delivered in the State of Texas and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of Texas. All duties and obligations of the parties created hereunder are performable in Dallas County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.~~

~~7. (a) Termination without cause. Either party may terminate this Agreement at any time by giving to the other party at least 30 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination, all finished or unfinished data, studies, reports and other materials and items (whether kept electronically, in writing, or otherwise) prepared or assembled by Washington shall be promptly delivered to Customer. Washington shall be paid for all work satisfactorily completed prior to the effective date of said termination.~~

~~(b) Termination with cause. If Washington fails to perform Washington's duties to the satisfaction of the Customer, or if Washington fails to fulfill in a timely and professional manner Washington's obligations under this Agreement, or if Washington shall violate any~~

of the terms of provisions of this Agreement, then Customer shall have the right to terminate this Agreement effective immediately upon the Customer giving written notice thereof to Washington. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination, all finished or unfinished data, studies, reports and other items (whether kept electronically, in writing, or otherwise) prepared or assembled by Washington shall be promptly delivered to Customer. Washington shall be paid for all work satisfactorily completed prior to the effective date of such termination.

8. Inasmuch as this Agreement is intended to secure the specialized services of Washington, Washington has no authority or power to and may not assign, transfer, delegate, subcontract or otherwise convey any interest herein without the prior written consent of Customer, and any such assignment, transfer, delegation, subcontract or other conveyance without the Customer's prior written consent shall be considered null and void.

9. All payments, notices, demands, or requests from one party to another shall be personally delivered or sent by United States mail, postage prepaid, to the addresses below:

To Customer:

16801 Westgrove Road
Addison, Texas 75001-5190

Attn: Jim Pierce
Tel.: 972-450-2879
Fax: 972-450-2837

To Washington:

Attn: _____
Tel.: _____
Fax _____

Jim Pierce

From: HILL, JOHN [jhill@cowlesthompson.com]
Sent: Saturday, September 29, 2001 7:26 AM
To: 'jpierce@ci.addison.tx.us'
Cc: DIPPEL, KEN
Subject: Phase II Environmental Site Assessment



Addison - Scope of
Work for En...

<<Addison - Scope of Work for Environmental Site Assessment (Airport
Phase
II) (fuel farm).DOC>>

Jim--attached is a red-lined copy of the work authorization terms of the proposal from Washington regarding the Phase II environmental site assessment at the fuel farm. Please review and let me know if you would like to discuss.

A few notes regarding the proposal letter:

1. Under "Background", the third sentence provides that the Town is to provide baseline conditions in the fuel farm area, "specifically the presence or abasence of hydrocarbon contamination". Is that correct?

yes, OK ✓

2. Under "Technical Approach", the first sentence states that there is to be only "limited invasive field exploration." Is that correct?

OK ✓

Also, the second sentence provides that the "objective will be to establish a reasonable understanding of environmental and physical conditions of the tank farms and adjacnet areas at the airport." Depending on what the Town expects Washington to do, a better word than reasonable might be "extensive" or "thorough".

mainly environmental

3. Note that under "Price", paragraph 1 provides that the "Town will provide unrestricted access to Fuel Areas..." We need to make sure that we can provide such access.

Washington will do

Please let me know if you have any questions or comment.

John

TOWN OF

ADDISON

PUBLIC WORKS

To: John Hill

From: Jim Pierce, P.E.

Company: Cowles & Thompson

Asst. Public Wks. Dir.

Phone: 972/450-2879

FAX #: 214-672-2020

FAX: 972/450-2837

jpierce@ci.addison.tx.us

Date: 9-13-01

16801 Westgrove

P.O.Box 9010

of pages (including cover): 11

Addison, TX 75001-9010

Re: Airport Fuel Farm Phase II Env. Assessment
Scope of Work

Original in mail

Per your request

FYI

Call me

Comments:

John - Please review, especially
the "Work Authorization Terms"

We would like to go to Council
with this Sept 25th or Oct 9.

Please let me have your
comments accordingly.

Jim

Jim Pierce

From: Jim Pierce
Sent: Thursday, September 13, 2001 10:00 AM
To: Chris Terry
Cc: Mark Acevedo
Subject: Fuel Farm Phase II Env. Assessment

Chris: I read the scope of work last night and have some concerns:

1. No health and safety plan
2. Extent of contamination described by area only. No depth of contamination.
3. No confirming soil or groundwater samples included.
4. Scope is riddled with change order language - I'm concerned we will be CO'd to death.
5. Washington wants to rely on us to locate utilities. All we can locate are our water and sewer lines. We have no idea of where fuel lines, electrical conduits, etc are.
6. Some scope items are off target
7. The Work Authorization Terms need to be reviewed by John Hill - insurance, liability, haz mat and delay clauses in particular. I would like your approval to fax the scope to him.

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

HP LaserJet 3200se



TOALASERJET 3200
9724502837
SEP-12-2001 10:42

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
903	9/12/2001	10:36:31	Send	92146722020	5:59	11	OK

TOWN OF

ADDISON

PUBLIC WORKS

To: John Hill

From: Jim Pierce, P.E.

Company: Cowles & Thompson

Asst. Public Wks. Dir.

Phone: 972/450-2879

FAX: 972/450-2837

jpierce@ci.addison.tx.us

FAX #: 214-672-2020

Date: 9-13-01

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

of pages (including cover): 11

Re: Airport Fuel Farm Phase II Env. Assessment
Scope of Work

Original in mail Per your request FYI Call me

Comments: John - Please review, especially
the "Work Authorization Terms"

We would like to go to Council
with this Sept 25th or Oct 9.

Please let me have your
comments accordingly.

Jim