

AKPOET RICHARD BYED DR. PUNT KENAB

When your project calls for paving, asphalt, concrete, workmanship, and professional service, look to Advanced Paving Company, the professionals in paving construction and repairs. Your satisfaction is our guarantee.



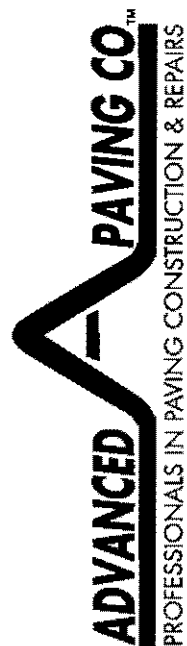
Our Services Include:

- Asphalt Pavement Recycling
- Asphalt Overlays
- Concrete Repairs
- Asphalt Repairs
- Sidewalk and Curb Repairs
- Seal Coat
- Striping

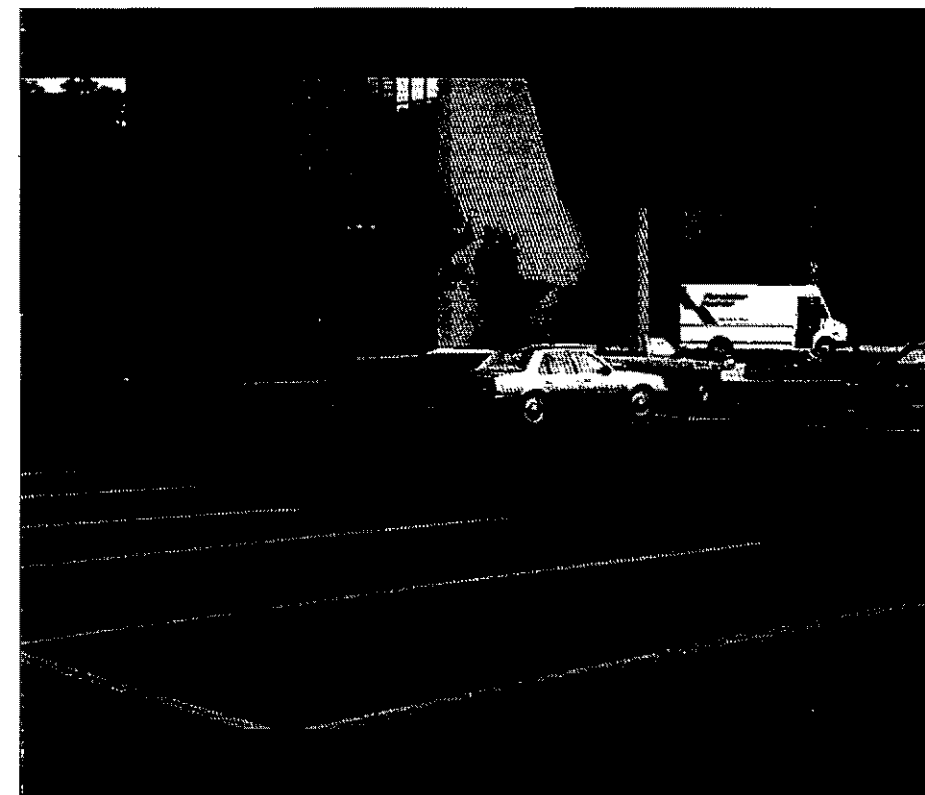
(972) 245-0000

Ft. Worth: 817-921-5642

Fax: 972-247-2011



2257 Joe Field Rd. Dallas, Tx 75229

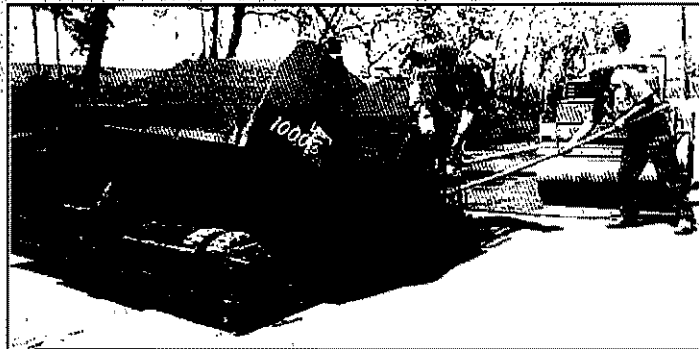


**Professionals In Paving
Construction & Repairs**

• ASPHALT PAVING •

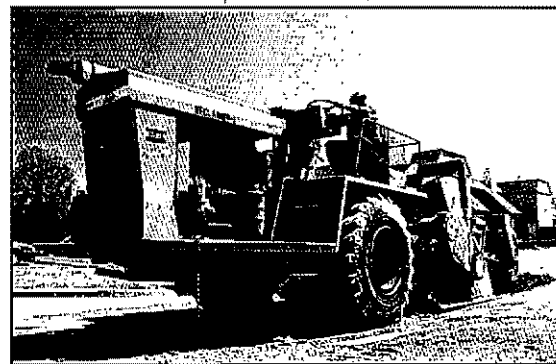
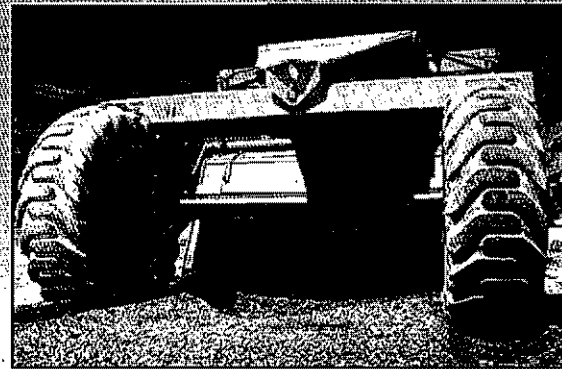
Our goal at ADVANCED PAVING COMPANY is to provide lasting quality, a superior value and professional service, while building long-term relationships with our customers. Not only are our owners and employees experienced in all degrees of pavement construction, but the company is operated with the highest degree of ethical standards, ensuring you the finest quality of work at a price that is competitive. We invite you to check our references and see for yourself why ADVANCED PAVING COMPANY'S reputation as a leader in the paving industry is superior.

ADVANCED PAVING COMPANY recognizes the inconveniences of pavement construction to your business. Therefore, we allocate the proper amount of highly trained manpower to finish your project as quickly and efficiently as possible, with minimum disruption to your tenants. In addition, ADVANCED PAVING COMPANY is fully insured and bonded for your protection.



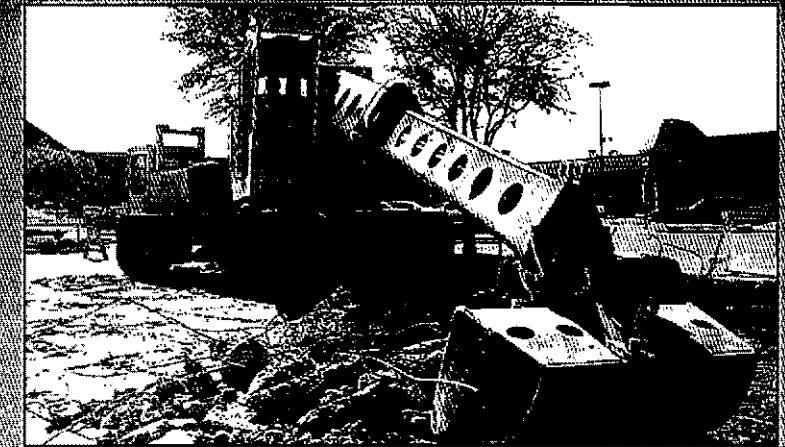
Whether your project calls for repair of existing asphalt, asphalt overlays, or total reconstruction, ADVANCED PAVING COMPANY will form a scope of work that best serves your needs. We use the highest quality materials, equipment, and techniques available, so you may be assured your end product will be exceptional.

• RECYCLED PAVING & REPAIR •

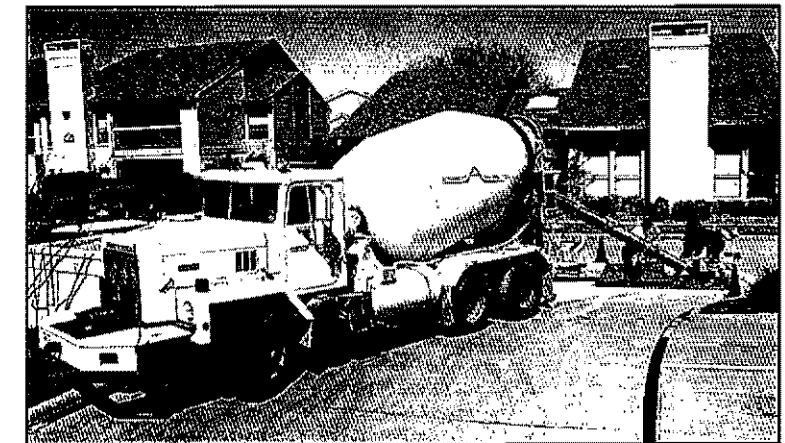


Our state of the art asphalt recycling process is longer lasting and less expensive than traditional repair methods. The process is fast, efficient, and allows for parking areas to be opened up very quickly. ADVANCED PAVING COMPANY owns and operates a complete line of the most efficient recycling equipment available.

• CONCRETE PAVING & REPAIR •



At ADVANCED PAVING COMPANY, we utilize the very latest in concrete technology and equipment. With our specialized excavation machinery, we are able to obtain the fastest production rates in the industry. We own and operate our own fleet of concrete mixer trucks so that you are never put behind schedule waiting for concrete to be delivered.

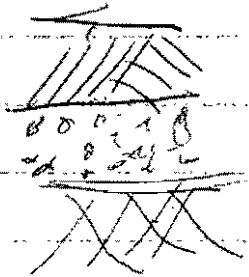


Bob Lopez Sam Garrett

12-9-03

Ron Hess - Lead engineer with FAA

\$ 0.33 - 50¢ / ft² includes haul off
asphalt NIC



N. Side of Richard Byrd

\$ 1.50 / ft² total cost

one week to complete

ROBERT V. LOPEZ, P.E.
Executive Director



CEMENT & CONCRETE PROMOTION
COUNCIL of TEXAS

Affiliate
Portland Cement
Association

P.O. Box 937
Dallas, Texas 76039-0937
Tele: 817-540-4437 email: ccpc@earthlink.net
FAX: 817-548-7254 www.ccpc.texas.org

ADVANCED PAVING CO.TM
PROFESSIONALS IN PAVING CONSTRUCTION & REPAIRS

Sam Garrett
President

2257 Joe Field Road Dallas (972) 245-0000
Dallas, TX 75229 Ft. Worth (817) 921-5642
Toll Free 877-853-1333 Fax (972) 247-2011
sgarrett@advancedpavingco.com

Sign in Sheet
Richard Byrd Drive
Pre Construction Meeting
10-Nov-03

	Name	Company	Phone #	Fax #
1	Melissa Newman	Airport	972-392-4858	972-788-9334
2	Dave Wilde	Town of Addison	972-450-2847	972-450-2837
3	Luis Almodarez	REBCON Inc	972-444-8230	-
4	Don Frederic	Reblon Inc	972-978-3750	972-444-8234
5	GREG KRIEG	REBCON INC	972-965-8907	
6	Robert Bibby	Reblon	(972)444-8230	(972)444-8234
7	LISA Pyles	Airport	972-392-4855	972-788-9334
8	DAVE Foster	Airport	972-392-4852	972-788-9334
9	Luis Elizababal	Airport	972-392-4861	972-788-9334
10	Jim Pierce	Town of Addison	972-450-2879	972-450-2837
11				
12				
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29				
30				

REBCON, INC.

Richard Byrd Drive Pavement Replacement Addison Airport

REBCON PERSONNEL

Superintendent	Luis Almendarez	Mobile (972)965-9266
		Home (214)350-4080
Safety Officer	Dan Brodaski	Mobile (972)978-3750
Administrator	Robert Bibby	Office (972)444-8230

SUBCONTRACTOR

Striping	Metroplex Pavement Markings	(972)263-7798
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SUPPLIERS

Cement Treated Base	Texas Industries	(972)409-3240
Type D Asphalt	APAC-Texas	(972)248-2492
Hydrated Lime	Texas Stabilization	(817)430-6369



ARCHITECTS ENGINEERS PLANNERS

5910 W Plano Parkway
Suite 200
Plano, Texas
75093
(972) 661-5626
Fax (972) 661-5611
www.hntb.com

October 24, 2003

Mr. Jim Pierce, P.E.
Assistant Public Works Director
Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

*Original to
Mark Acordo
10-29-03*

RE: Richard Byrd Apron.

Dear Mr. Pierce,

Enclosed please find our Invoice Number 01-39131-DS-001 for professional services in connection with the above referenced project for the period from July 31, 2003 through September 26, 2003. The total amount due this invoice is \$18,638.25.

If any additional information is required for processing these invoices for payment, please contact Jerry Holder at (972) 661-5626.

Very Truly Yours,

HNTB CORPORATION

Benjamin J. Biller
Vice President, Central Division

Enclosure

cc: Finance Department
Jerry Holder - Project Manager

The HNTB Companies

OFFICES: ALEXANDRIA VA ANNAPOLIS MD ATLANTA GA AUSTIN TX BAYON ROUGE LA BOSTON MA CHARLESTON, SC CHARLESTON WA CHICAGO IL CLEVELAND OH
COLUMBUS OH DALLAS TX DENVER CO DETROIT MI ELKINS WA FT WORTH TX HARTFORD CT HICKSVILLE NY HOUSTON TX INDIANAPOLIS IN JACKSONVILLE FL
KANSAS CITY MO KNOXVILLE TN LANSING MI LOS ANGELES CA LOUISVILLE KY MADISON WI MIAMI FL MILWAUKEE WI MINNEAPOLIS MN NASHVILLE TN NEW YORK NY
OAKLAND CA ORANGE COUNTY CA ORLANDO FL OVERLAND PARK KS PHILADELPHIA PA PORTLAND ME PORTLAND OR RALEIGH NC SEATTLE WA SALT LAKE CITY UT

Approved
10-28-03

DATE SUBMITTED: _____
FOR COUNCIL MEETING: _____

Council Agenda Item: _____

SUMMARY:

This item is for the award of contract to Rebcon, in the amount of \$222,740.50, for the Richard Byrd Drive Pavement Reconstruction Project.

FINANCIAL IMPACT:

Budgeted Amount: \$400,750
Cost: \$222,740.50
Funding Source: Airport Operating Fund

BACKGROUND:

Washington-Staubach determined that the pavement on Richard Byrd Drive was severely deteriorated and in need of immediate reconstruction. Currently, there are several large failures in the pavement that are being temporarily covered by metal plates for access and safety. The firm of HNTB Corporation prepared engineering plans and specifications for construction of these improvements. The project was programmed by the Addison Airport and will be funded from the operating fund account.

Attached is a bid tabulation for this project. The bid proposal for construction was structured to provide an incentive/disincentive method of bidding the improvements. Specifically, each bid submitted was required to consist of two parts whereby:

- a. The Contractor submits a standard bid (A), which is the summation of the products of the estimated quantities shown in the proposal, multiplied by their bid unit prices.
- b. In addition, the Contractor submits a time bid (B), which is the product of the number of calendar days required to construct the project, determined by the Contractor, and Daily Value established by the Town. The Daily Value was established in the contract at \$250.00. The number of calendar days is intended to include inclement weather, holidays, etc.

The lowest bid (Total) for award of the contract was determined as the lowest sum of the standard bid (A) plus time bid (B). The contract establishes the actual contract amount for payment to the successful contractor to be the value indicated in the standard bid (A). Also included in the bidding process was a provision whereby the Contractor is awarded an incentive payment if construction is completed prior to the number of calendar days he submitted. The total amount of the incentive is the product of the Daily Value (\$250) and number of days the Contractor completes the project prior to the established contract time. Accordingly, the contract provides for a disincentive amount to be established

based on the product of the Daily Value (\$250) and amount of time that the Contractor exceeds the established contract time. The total incentive payment cannot exceed \$5,000.00) However, there is no limit to the amount of disincentive reduction from the Contractor's final payment that the Town will impose for going over the contract time limit.

Twenty-one contractors picked up the plans for the project, but only three attended the mandatory pre-bid meeting, and only two bids were received. The two bids were within 7% of each other. Rebcon submitted the lowest Total bid (A + B), in the amount of \$237,740.50 and 60 calendar days. The actual amount of the standard bid (A) recommended for award is \$222,740.50. This amount is within the engineering estimate of \$473,890.00. The Engineer performed a necessary reference check on Rebcon, and received excellent recommendations for work performed on similar construction improvements.

RECOMMENDATION:

Staff recommends that Council authorize the City Manager to enter into a contract with Rebcon, for the Richard Byrd Drive Pavement Reconstruction Project, in the amount of \$222,740.00

**BID SCHEDULE I
RICHARD BYRD DRIVE PAVEMENT REPLACEMENT
ENGINEERS ESTIMATE**

ITEM NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	ENGINEERS ESTIMATE			BID 1		Bid 2	
			UNIT PRICE	EST. QTY.	AMOUNT BID	UNIT PRICE	REBCON	UNIT PRICE	Bowman
101	Mobilization	L.S.	\$ 15,000.00	1	\$ 15,000.00	\$ 11,000.00	\$ 11,000.00	\$ 19,700.00	\$ 19,700.00
102	Maintenance of Traffic	L.S.	\$ 5,000.00	1	\$ 5,000.00	\$ 29,000.00	\$ 29,000.00	\$ 22,700.00	\$ 22,700.00
103	Unclassified Pavement excavation	C.Y.	\$ 10.00	2,820	\$ 28,200.00	\$ 8.00	\$ 22,560.00	\$ 12.95	\$ 36,519.00
104	Furnish, place and compact 8" thick lime stabilized subgrade, including proofrolling	S.Y.	\$ 5.00	7,240	\$ 36,200.00	\$ 2.20	\$ 15,928.00	\$ 2.80	\$ 20,272.00
105	Furnish and place hydrated lime (8% per Soils Report)	TON	\$ 100.00	180	\$ 18,000.00	\$ 87.00	\$ 15,660.00	\$ 146.00	\$ 26,280.00
106	Furnish and place 3" Cement Treated Base	S.Y.	\$ 15.00	7,240	\$ 108,600.00	\$ 8.00	\$ 57,920.00	\$ 7.40	\$ 53,576.00
107	Furnish and place 3" Bituminous Pavement	TON	\$ 200.00	1,225	\$ 245,000.00	\$ 52.00	\$ 63,700.00	\$ 42.00	\$ 51,450.00
108	Tack Coat (0.15 Gal/SY)	GAL	\$ 10.00	1,100	\$ 11,000.00	\$ 1.50	\$ 1,650.00	\$ 3.25	\$ 3,575.00
109	Furnish and place 6" Solid Yellow Taxiway Centerline Stripe	L.F.	\$ 3.50	1,075	\$ 3,762.50	\$ 2.50	\$ 2,687.50	\$ 1.80	\$ 1,935.00
110	Furnish and place 6" Double Solid Yellow Stripe	L.F.	\$ 3.50	65	\$ 227.50	\$ 3.00	\$ 195.00	\$ 3.50	\$ 227.50
111	Silt Fence	L.F.	\$ 2.50	1,120	\$ 2,800.00	\$ 2.00	\$ 2,240.00	\$ 1.50	\$ 1,680.00
112	SW3P - Inlet Protection	EA	\$ 100.00	1	\$ 100.00	\$ 200.00	\$ 200.00	\$ 100.00	\$ 100.00

TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, SCHEDULE I,
ITEMS 101 THROUGH 112, INCLUSIVE

\$	\$ 473,890.00	\$ 222,740.50	\$ 238,014.50
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**BID SCHEDULE SUMMARY
RICHARD BYRD DRIVE PAVEMENT REPLACEMENT**

Bid Schedule & Description	ENGINEERS ESTIMATE Total Amount Materials & Services	BID 1		Bid 2	
		Rebcon		Jim Bowman	
I. Pavement Replacement	\$473,890.00	\$ 222,740.50		\$ 238,014.50	
TOTAL BID FOR SCHEDULE I					
= TOTAL OF STANDARD BID (A): \$	\$473,890.00	\$ 222,740.50		\$ 238,014.50	
TOTAL OF TIME BID:	0 (Calendar Days)	60		75	
TOTAL OF CALENDAR DAYS x \$250.00 (B):		15000		18750	
BASIS FOR COMPARISON OF BIDS:					
(A) + (B) = TOTAL BID:	\$473,890.00	\$ 237,740.50		\$ 256,764.50	

9-5-03

Airport Parkway and Richard Byrd Drive Reconstruction Questions relating to the Specifications Document

PKY

What is the Bid opening date and time?

1st adv 9/19
2nd adv ~~6/26~~ 9/26
Pre bid ? 10/1
Bid opening ? 10/9 2pm

Richard Byrd
Pre Bid
9/30
3 PM Bid opening

What day and time will plans be available at the City for Pickup?

1000/day
11g drawings

What dollar amount should be assigned to calendar days for each project (for A+B bidding)?

Richard Byrd
\$ 500/day
14 day cap

What is the not-to exceed bonus amount for each project?

What is the maximum allowed number of calendar days for each project?

Will there be any ^{NO} lighting landscaping, pavers, etc. or will that be performed by others (In other words, do we need to include the Landscaping spec. used on Arapaho Phase II)?
If all we need is a sod spec, will COG item 2.15 be adequate?

AP 90 days RB for

What material is SP # 37 intended to cover? (This SP seems too vague for contractor to follow.)

I would recommend adding the words "in the Contract Documents" to the end of (SP 50)

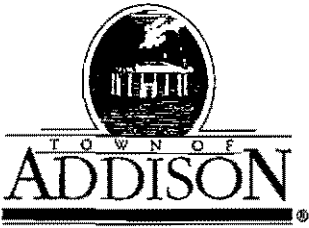
✓

SP 53 states that no job trailer is needed, and that meetings can be held at the Town of Addison Service Center. Since this is an Airport project, would the City prefer to hold meetings at meeting facilities at the Airport?

What is the estimate completion date (for the project sign)? I think we decided on 3 months,

Is the project funded by bonds (for the project sign)?

Lighting



Public Works / Engineering

16801 Westgrove • P.O. Box 9010

Addison, Texas 75001

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

LETTER OF TRANSMITTAL

DATE	7/31/03	JOB NO.
ATTENTION		
RE:	Airport Parkway Richard Byrd Apron	

TO Jerry Holder
HNTR

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			Engineering Services Agreement for Relocation of Airport Parkway
1			Engineering Services Agreement for Apron Repair South of Richard Byrd Hangers

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 _____

SIGNED: J. R. [Signature]

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

AGREEMENT

THIS AGREEMENT is made by and between HNTB Corporation, hereinafter called "ENGINEER", and the Town of Addison, Texas, hereinafter called "OWNER."

WHEREAS, Owner desires Engineer to perform certain work set forth in Section 2, Scope of Services.

WHEREAS, the Engineer has expressed a willingness to perform said services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 2 of this Agreement.

NOW, THEREFORE, all parties agree as follows:

SECTION 2. SCOPE OF SERVICES

The following Basic and Additional Services, when authorized in writing by a Notice-To-Proceed, shall be performed by the Engineer in accordance with the Owner's requirements for design of the apron south of the existing hangars located on Richard Byrd Drive.

I. Project Definition

This project consists of the preparation of plans and specifications for bidding and construction of an asphalt apron south of the existing hangars located on Richard Byrd Drive (the Project). Services will generally include final construction plans for the apron, grading, construction phasing, striping; bid document originals; record drawings; and coordination with the Town of Addison, the Addison Airport, and applicable agencies. Geotechnical services will not be a part of this contract. Geotechnical information will be provided by the Town of Addison.

II. Detailed Scope of Basic Services

A detailed scope of services for this project is as follows:

A. Final Design – Paving and Drainage

1. Prepare final construction drawings. (Scale 1" = 20' Horizontal and 1" = 5' Vertical except as noted.) The following sheets shall be included:
 - a. Cover Sheet / Quantity Sheets
 - b. General Notes
 - c. Project Layout / Survey Control
 - d. Construction Phasing
 - e. Paving Plan
 - f. Paving Details / Striping Plans / Typical Sections

- g. Grading Plan / Erosion Control Plan
- h. Misc. Detail

2. Prepare Contract Documents
3. Prepare Estimate of Final Construction Cost
4. Submit four (4) sets of plans for review to the Owner for 65% review, and 95% review.

Incorporate Owner's review comments into plans after each submittal.

B. Bidding and Contract Award

1. Prepare Advertisement for Bidders.
2. Provide 15 half-size sets of plans and bid documents.
3. Conduct pre-bid meeting.
4. Prepare necessary addenda and respond to bidder's questions.
5. Prepare bid tabulation.
6. Recommend a bidder for the award of the construction contract after performing reference checks.

C. Construction Administration

1. Provide three (3) half-size sets of plans and specifications for Owner.
2. Provide three (3) half-size sets of plans and specifications for Contractor.
3. Conduct pre-construction meeting.
4. Respond to Requests for Information.
5. Review submittals, as required by the contract documents.
6. Attend final inspection and prepare punch list.
7. Prepare mylar record drawings and electronic files.

III. Detailed Scope of Additional Services

A. Surveying

1. Locate Bore holes
2. Topographic Survey

SECTION 3. PAYMENT

Owner shall pay Engineer for services authorized in writing as properly performed by Engineer on the basis herein described, subject to additions or deletions for changes or extras agreed upon in writing.

Basis of Compensation

Owner shall make payment monthly to Engineer based upon statements submitted by the Engineer for work performed.

Compensation for performing Basic and Additional Services shall be as shown in Exhibit "A" on a Lump Sum amount of \$24,851.00. The total contract amount shall not exceed \$24,851.00 unless amended by both parties.

SECTION 4. RESPONSIBILITIES

Engineer shall be responsible for the professional quality, technical accuracy, and the coordination of the design, drawings, plans, specifications, estimates, and other services furnished by Engineer under this Agreement. Engineer shall, without additional compensation, correct or review any errors or deficiencies that are attributable to the Engineer in such design, drawings, plans, specifications, estimates, and other services.

Neither Owner's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Engineer shall be and remain liable to Owner in accordance with applicable law for all damages to Owner caused by Engineer's negligent performance of any of the services furnished under this Agreement.

The rights and remedies of Owner and Engineer under this Agreement are as provided by law. Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project.

SECTION 5. TIME FOR PERFORMANCE

Engineer shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with the terms of this Agreement. The services to complete construction documents shall be completed within 3 months of Notice-to-Proceed.

In the event Engineer's performance of this Agreement is delayed or interfered with by acts of the Owner or others, Engineer may request an extension of time for the performance of same as hereinafter provided. If such delay is in excess of 60 days on any one occurrence or a cumulative delay of over 180 days, Engineer shall have the right to renegotiate the remainder of this contract. A delay shall be defined as any event caused

by others that substantially inhibits the Engineer from proceeding with its services on the project. This shall include, but is not limited to, Owner reviews, right-of-way negotiations and awaiting critical information to be supplied by Town or franchised utility companies.

No allowance of any extension of time, for any cause whatever, shall be claimed or made by the Engineer, unless Engineer shall have made written request upon Owner for such extension within 14 calendar days after the cause for such extension occurred, and unless Owner and Engineer have agreed in writing upon the allowance of additional time to be made. Provided, however, Engineer shall not be considered in default hereunder in delays are caused by reasons beyond its reasonable control.

SECTION 6. DOCUMENTS

All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer files, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of the Owner. All completed instruments of service shall be professionally sealed as may be required by law or by Owner.

Such instruments of service, together with necessary supporting documents, shall be delivered to Owner, and Owner shall have unlimited rights, for the benefit of Owner, in all instruments of service, including the right to use same on any other work of Owner without additional cost to Owner. If, in the event, Owner uses such instruments of service on any work of Owner other than that intended in the Scope of Services, defined in Section 2, under those circumstances Owner hereby agrees to protect, defend, indemnify and hold harmless the Engineer, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnities"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any inaccuracy, such use of such instruments of service with respect to such other work except where Engineer is hired to modify such instrument for such other work.

Engineer agrees to and does hereby grant to Owner a royalty-free license to such instruments of service which Engineer may cover by copyright and to designs as to which Engineer may cover by copyright and to designs as to which Engineer may assert any rights or establish any claim under the design patent or copyright laws. Engineer, after completion of the services, agrees to furnish the originals of such instruments of service to the Owner. Engineer may, however, retain copies of any and all documents produced. The license granted herein by Engineer shall survive termination of this Agreement for any reason.

SECTION 7. TERMINATION

Owner may suspend or terminate this Agreement for cause or without cause at any time by giving five (5) days written notice to the Engineer. In the event termination is for cause however, such shall be in accordance with section 14 hereof. In the event

suspension or termination is without cause, payment to Engineer, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by Owner to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to Owner.

Should the Owner require a material modification of this Agreement, and in the event Owner and Engineer fail to agree upon such modification to this Agreement, Owner shall have the option of terminating this Agreement and the Engineer's services hereunder at no additional cost other than the payment to Engineer, in accordance with the terms of this Agreement, for the services reasonably determined by Owner to be properly performed by the Engineer prior to such termination date.

Engineer may terminate this Agreement upon written notice to Owner in the event of substantial failure by the Owner to perform in accordance with the terms of this Agreement. Owner shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the Engineer. In the event the parties cannot agree upon an acceptable cure within a reasonable period of time from the date of notice, Engineer may terminate this Agreement.

SECTION 8. INSURANCE

Engineer shall provide and maintain Worker's Compensation and Employer's Liability Insurance for the protection of Engineer's employees, as required by law. Engineer shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including insurance covering the operation of automobiles, trucks and other vehicles) protecting Engineer and Owner against liability from damages because of injuries, including death, suffered by any person or persons other than employees of Engineer, and liability for damages to property, arising from or growing out of Engineer's operations in connection with the performance of this Agreement.

Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for one (1) person, and not less than Three Hundred Thousand Dollars (\$300,000.00) for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less Three Hundred Thousand Dollars (\$300,000.00) aggregate.

Engineer shall also provide and maintain Professional Liability Insurance coverage to protect Engineer from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than \$1,000,000.00.

A signed Certificate of Insurance, showing compliance with the requirements of this Section, shall be furnished to Owner before any services are performed under this Agreement. Such Certificate of Insurance shall provide for ten (10) days written notice to Owner prior to the cancellation or modification of any insurance referred to therein. Such Certificates shall terminate after completion of the project.

Owner shall be named as an "additional insured" party on all insurance policies, except for Worker's Compensation and Professional Liability policies.

SECTION 9. INDEMNIFICATION FOR INJURY AND PERFORMANCE

Engineer further specifically obligates itself to Owner in the following respects, to wit:

The Engineer hereby agrees to protect, indemnify and hold harmless the Owner, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnities"), from and against losses, liability or damage of any character, including defense costs, expenses and reasonable attorney fees incidental to the defense of such losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including the loss of use resulting therefrom, caused by any negligent act, error, or omission of the Engineer, its officers, employees, or subcontractors, or anyone else for whom Engineer is legally liable which are resulting from or caused by the performance of any services called for by this Agreement. In the event the parties are found to be jointly or derivatively negligent or liable for such damage or injury, the indemnification shall be assessed on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The Engineer is not responsible for the actions of the Owner's contractor or any other party contracting with Owner to perform the construction of the improvements covered under this Agreement.

Acceptance and approval of the final plans by the Owner shall not constitute nor be deemed a release of the responsibility and liability of Engineer, its employees, associates, agents and subconsultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and services provided by Engineer hereunder; nor shall such approval be deemed to be an assumption of such responsibility by the Owner for any defect in the designs, working drawings and specifications, or other documents and services provided by Engineer hereunder; or other documents prepared by Engineer, its employees, and subconsultants.

SECTION 10. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

Engineer agrees that it is an independent contractor and not an agent of the Owner, and that Engineer is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve Owner of any responsibility or liability from treating Engineer's employees as employees of Owner for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. Engineer further agrees to indemnify and hold Owner harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of Engineer.

SECTION 11. INDEMNIFICATION FOR NON-PAYMENT

To the extent Owner has paid Engineer in full hereunder for same, Engineer shall defend and indemnify Owner against and hold Owner and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by Engineer in performing this Agreement.

SECTION 12. ASSIGNMENT

Neither party shall assign or sublet this Agreement or any part thereof, without the prior written consent of the other party.

SECTION 13. APPLICABLE LAWS

Engineer shall comply with all federal, state, county and municipal laws, ordinances, regulations, safety orders, resolutions and building codes applicable to services to be performed under this Agreement.

SECTION 14. DEFAULT OF ENGINEER

In the event Engineer fails to comply or is unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within fourteen (14) days after written notice by Owner to Engineer, Owner may, at its sole discretion without prejudice to any other right or remedy:

- Terminate this Agreement and be relieved of the payment of any further consideration to Engineer except for all services determined by Owner to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for percentage of completion by Engineer through such date of termination. In the event of, of such termination, Owner may proceed to complete the services in any manner deemed proper by Owner, either by the use of its own forces or by resubletting to others. In either event, the Engineer shall be liable for all reasonable, unmitigatable costs in excess of the total contract price under this Agreement incurred to complete the services herein provided for and the costs so incurred may be due or that may thereafter become due to Engineer under and by virtue of this Agreement.
- Owner may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation. The reasonable expense for same may be offset against amounts due the Engineer. In such case, Engineer shall not be liable with respect to indemnity or otherwise for any such services performed, arranged, or furnished by Owner. Engineer shall not be considered in default of this Agreement for delays in performance caused by acts of the Owner or other circumstances beyond the reasonable control of the Engineer.

SECTION 15. ADJUSTMENTS IN SERVICES

No claims for extra services, additional services or change in the services will be made by Engineer without a written agreement with Owner prior to the performance of such services.

SECTION 16. EXECUTION BECOMES EFFECTIVE

This Agreement will be effective upon execution by and between Engineer and Owner.

SECTION 16-A. VENUE LOCATION

In the event of any dispute or action under this Contract, venue for any and all disputes or actions shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall apply to the interpretation, validity and enforcement of this Contract; 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.

SECTION 17. AGREEMENT AMENDMENTS

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements, or stipulation bearing upon the meaning or effect of this Agreement, which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

SECTION 18. WRITTEN NOTICES

All notices, demands and communications hereunder shall be in writing and may be served or delivered personally upon the party for whom intended, or mailed to the party to whom intended at the address set forth on the signature page of this Agreement. The address of a party may be changed by notice given pursuant to this Section.

SECTION 19. GENDER AND NUMBER

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular numbers shall include the plural conversely.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 31st day of July, 2003.

OWNER:
TOWN OF ADDISON, TEXAS

ENGINEER:
HNTB CORPORATION

By R. Whitehead

Ron Whitehead, City Manager
5300 Beltline Road
P.O. Box 9010
Addison, Texas 75001-9010

By Benjamin J. Biller

Benjamin J. Biller P.E.
Vice President, Central Division
5910 Plano Parkway, Suite 200
Plano, Texas 75093

Witness: Michelle L. Brown

Witness: Greg S. Helms

ESTIMATE OF CONSULTANT'S FEE

PRELIMINARY DESIGN PHASE

LABOR Anticipated Task	<u>Estimated Person Hours</u>				
	Principal	Project Manager	Design Engineer	Drafting/ Technical	Clerical
Coordinate Surveys		4	1	4	
Administration	1	4	4		2
Specifications		2	4		
Meetings		2	2		
Calculations			2	2	
Opinion of Probable Cost	1		2		
Drawings (from attachment)	0	7	20	19	0
Plan Review	2			2	
Estimated Hours	4	19	35	27	2
MISCELLANEOUS COSTS					
Reproduction					
Travel					
Total Miscellaneous Costs	\$125.00				
SUBCONTRACT SERVICES					
Surveying Services					
Total Subcontract Services	\$1,325.00				
TOTAL COSTS THIS PHASE	\$10,808.70				

ESTIMATE OF CONSULTANT'S FEE

FINAL DESIGN PHASE

LABOR Anticipated Task	Estimated Person Hours				
	Principal	Project Manager	Design Engineer	Drafting/ Technical	Clerical
Contract Documents		4	2		2
Technical Specifications		2	8		
Administration	1		4		2
Meetings		2	2		
Calculations		2	2		
Opinion of Probable Cost	1	2	1		
Reviews (QA/QC)	2	4		4	
Drawings (from attachment)	0	6	16	14	0
Estimated Hours	4	22	35	18	4
MISCELLANEOUS COSTS					
Reproduction	\$250.00				
Travel					
Per Diem					
Total Miscellaneous Costs	\$250.00				
SUBCONTRACT SERVICES					
Total Subcontract Services	\$0.00				
TOTAL COSTS THIS PHASE	\$9,372.49				

ESTIMATE OF CONSULTANT'S FEE

BIDDING PHASE

LABOR Anticipated Task	Estimated Person Hours				
	Principal	Project Manager	Design Engineer	Drafting/ Technical	Clerical
Prepare Documents		2		4	1
Assist w/ Advertisement			2		
Prebid Conference		2	2		
Issue Addenda		2	4		
Bid Opening		1	1		
Tabulate Bids		2	2		1
Prepare contracts		4	2		1
Administration	2	2	2		
Estimated Hours	2	15	15	4	3
MISCELLANEOUS COSTS					
Reproduction	\$375.00				
Travel					
Per Diem					
Total Miscellaneous Costs	\$375.00				
SUBCONTRACT SERVICES					
Total Subcontract Services	\$0.00				
TOTAL COSTS THIS PHASE	\$4,865.98				

ESTIMATE OF CONSULTANT'S FEE

PRELIMINARY DESIGN DRAWINGS

LABOR Drawing	Estimated Person Hours				
	Principal	Project Manager	Design Engineer	Drafting/ Technical	Clerical
Cover Sheet			1	2	
General Notes / Quantities		2	1	1	
Staging Area/Phasing Plan		2	2	2	
Removal Plans			2	2	
Hangar - Horizontal Control/Marking Plan			4	2	
Hangar -Grading/ SW3P Plan		1	4	2	
Typical Sections		2	2	2	
Pavement Details			2	2	
Marking Details			1	2	
Misc. Details			1	2	
Total	0	7	20	19	0
	\$56.00	\$47.00	\$35.00	\$28.00	\$16.00
	\$0.00	\$987.49	\$2,101.05	\$1,596.80	\$0.00
TOTAL COSTS THIS PHASE	\$4,685.34				

ESTIMATE OF CONSULTANT'S FEE

FINAL DESIGN DRAWINGS

LABOR Drawing	Estimated Person Hours				
	Principal	Project Manager	Design Engineer	Drafting/ Technical	Clerical
Cover Sheet			1	1	
General Notes / Quantities		1	4	2	
Staging Area/Phasing Plan		2	1	1	
Removal Plans			2	2	
Hangar - Horizontal Control/Marking Plan			2	1	
Hangar -Grading/ SW3P Plan		1	2	1	
Typical Sections		2	1	2	
Pavement Details			1	1	
Marking Details			1	1	
Misc. Details			1	2	
Total	0	6	16	14	0
	\$56.00	\$47.00	\$35.00	\$28.00	\$16.00
	\$0.00	\$846.42	\$1,680.84	\$1,176.59	\$0.00
TOTAL COSTS THIS PHASE	\$3,703.85				

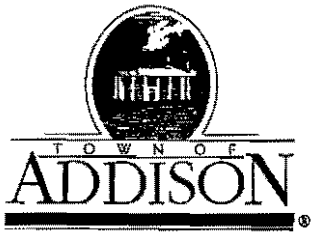
A.R.S. ENGINEERS SURVEY COST ESTIMATE
 Project: Design Surveys for Addison Airport in the City of Addison, Texas

ARS Project No. 160-02-046 (Task 2) [Revised July 2, 2003]

TASK	MANHOUR ESTIMATE								
	Principal	RPLS	SR SVY TECH	SVY TECH	2 MAN CREW	3 MAN CREW	4 MAN CREW	ADMIN	Abstractor
1 Horizontal and Vertical control		1	1		1				
2 Location of the following									
a. location of hanger corners									
b. patches of concrete under hangers									
c. drainage flumes,									
d. pavement grid on 25 foot intervals									
total for item 2			4		4				
TOTALS	0	1	5	0	5	0	0	0	0

	MANHOUR ESTIMATE SUMMARY								
	Principal	RPLS	SR SVY TECH	SVY TECH	2 MAN CREW	3 MAN CREW	4 MAN CREW	ADMIN	Abstractor
TOTAL MANHOURS FROM PAGE 1	0	1	5	0	5	0	0	0	0
Hourly Service Rates	\$121.50	\$90.00	\$71.00	\$60.75	\$101.00	\$126.50	\$152.00	\$45.50	\$50.00
Subtotal	\$0.00	\$90.00	\$355.00	\$0.00	\$505.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Labor Cost		\$950.00							
Map/Deed Copies	\$0.00								
Mileage: 60 miles @ \$.345 each	\$20.70								
Reprographics (Xerox Copies & Plots)	\$0.00								
Delivery/Courier Service:	\$30.00								
Misc. Field Expenses	\$25.00								
Subtotal		\$75.70							

TOTAL CONTRACT COST \$ 1,025.70



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

LETTER OF TRANSMITTAL

DATE	7/31/03	JOB NO.
ATTENTION		
RE:	TX DOT Realignment of Airport Parkway Richard Byrd Drive	

TO Carmen Moran

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			Amendment #2 to Airport Project Particip- ation Agreement with TX DOT
1			Agreement with HNTB for Engineering Services for Re-alignment of Airport Parkway
1			Agreement with HNTB for Engineering for Pavement Repair of apron on South Side of Hangers on Richard Byrd Drive.

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 for your files

COPY TO _____

SIGNED: [Signature]

AGREEMENT

THIS AGREEMENT is made by and between HNTB Corporation, hereinafter called "ENGINEER", and the Town of Addison, Texas, hereinafter called "OWNER."

WHEREAS, Owner desires Engineer to perform certain work set forth in Section 2, Scope of Services.

WHEREAS, the Engineer has expressed a willingness to perform said services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 2 of this Agreement.

NOW, THEREFORE, all parties agree as follows:

SECTION 2. SCOPE OF SERVICES

The following Basic and Additional Services, when authorized in writing by a Notice-To-Proceed, shall be performed by the Engineer in accordance with the Owner's requirements for design of the apron south of the existing hangars located on Richard Byrd Drive.

I. Project Definition

This project consists of the preparation of plans and specifications for bidding and construction of an asphalt apron south of the existing hangars located on Richard Byrd Drive (the Project). Services will generally include final construction plans for the apron, grading, construction phasing, striping; bid document originals; record drawings; and coordination with the Town of Addison, the Addison Airport, and applicable agencies. Geotechnical services will not be a part of this contract. Geotechnical information will be provided by the Town of Addison.

II. Detailed Scope of Basic Services

A detailed scope of services for this project is as follows:

A. Final Design – Paving and Drainage

1. Prepare final construction drawings. (Scale 1" = 20' Horizontal and 1" = 5' Vertical except as noted.) The following sheets shall be included:
 - a. Cover Sheet / Quantity Sheets
 - b. General Notes
 - c. Project Layout / Survey Control
 - d. Construction Phasing
 - e. Paving Plan
 - f. Paving Details / Striping Plans / Typical Sections

- g. Grading Plan / Erosion Control Plan
- h. Misc. Detail

2. Prepare Contract Documents
3. Prepare Estimate of Final Construction Cost
4. Submit four (4) sets of plans for review to the Owner for 65% review, and 95% review.

Incorporate Owner's review comments into plans after each submittal.

B. Bidding and Contract Award

1. Prepare Advertisement for Bidders.
2. Provide 15 half-size sets of plans and bid documents.
3. Conduct pre-bid meeting.
4. Prepare necessary addenda and respond to bidder's questions.
5. Prepare bid tabulation.
6. Recommend a bidder for the award of the construction contract after performing reference checks.

C. Construction Administration

1. Provide three (3) half-size sets of plans and specifications for Owner.
2. Provide three (3) half-size sets of plans and specifications for Contractor.
3. Conduct pre-construction meeting.
4. Respond to Requests for Information.
5. Review submittals, as required by the contract documents.
6. Attend final inspection and prepare punch list.
7. Prepare mylar record drawings and electronic files.

III. Detailed Scope of Additional Services

A. Surveying

1. Locate Bore holes
2. Topographic Survey

SECTION 3. PAYMENT

Owner shall pay Engineer for services authorized in writing as properly performed by Engineer on the basis herein described, subject to additions or deletions for changes or extras agreed upon in writing.

Basis of Compensation

Owner shall make payment monthly to Engineer based upon statements submitted by the Engineer for work performed.

Compensation for performing Basic and Additional Services shall be as shown in Exhibit "A" on a Lump Sum amount of \$24,851.00. The total contract amount shall not exceed \$24,851.00 unless amended by both parties.

SECTION 4. RESPONSIBILITIES

Engineer shall be responsible for the professional quality, technical accuracy, and the coordination of the design, drawings, plans, specifications, estimates, and other services furnished by Engineer under this Agreement. Engineer shall, without additional compensation, correct or review any errors or deficiencies that are attributable to the Engineer in such design, drawings, plans, specifications, estimates, and other services.

Neither Owner's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Engineer shall be and remain liable to Owner in accordance with applicable law for all damages to Owner caused by Engineer's negligent performance of any of the services furnished under this Agreement.

The rights and remedies of Owner and Engineer under this Agreement are as provided by law. Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project.

SECTION 5. TIME FOR PERFORMANCE

Engineer shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with the terms of this Agreement. The services to complete construction documents shall be completed within 3 months of Notice-to-Proceed.

In the event Engineer's performance of this Agreement is delayed or interfered with by acts of the Owner or others, Engineer may request an extension of time for the performance of same as hereinafter provided. If such delay is in excess of 60 days on any one occurrence or a cumulative delay of over 180 days, Engineer shall have the right to renegotiate the remainder of this contract. A delay shall be defined as any event caused

by others that substantially inhibits the Engineer from proceeding with its services on the project. This shall include, but is not limited to, Owner reviews, right-of-way negotiations and awaiting critical information to be supplied by Town or franchised utility companies.

No allowance of any extension of time, for any cause whatever, shall be claimed or made by the Engineer, unless Engineer shall have made written request upon Owner for such extension within 14 calendar days after the cause for such extension occurred, and unless Owner and Engineer have agreed in writing upon the allowance of additional time to be made. Provided, however, Engineer shall not be considered in default hereunder in delays are caused by reasons beyond its reasonable control.

SECTION 6. DOCUMENTS

All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer files, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of the Owner. All completed instruments of service shall be professionally sealed as may be required by law or by Owner.

Such instruments of service, together with necessary supporting documents, shall be delivered to Owner, and Owner shall have unlimited rights, for the benefit of Owner, in all instruments of service, including the right to use same on any other work of Owner without additional cost to Owner. If, in the event, Owner uses such instruments of service on any work of Owner other than that intended in the Scope of Services, defined in Section 2, under those circumstances Owner hereby agrees to protect, defend, indemnify and hold harmless the Engineer, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnities"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any inaccuracy, such use of such instruments of service with respect to such other work except where Engineer is hired to modify such instrument for such other work.

Engineer agrees to and does hereby grant to Owner a royalty-free license to such instruments of service which Engineer may cover by copyright and to designs as to which Engineer may cover by copyright and to designs as to which Engineer may assert any rights or establish any claim under the design patent or copyright laws. Engineer, after completion of the services, agrees to furnish the originals of such instruments of service to the Owner. Engineer may, however, retain copies of any and all documents produced. The license granted herein by Engineer shall survive termination of this Agreement for any reason.

SECTION 7. TERMINATION

Owner may suspend or terminate this Agreement for cause or without cause at any time by giving five (5) days written notice to the Engineer. In the event termination is for cause however, such shall be in accordance with section 14 hereof. In the event

suspension or termination is without cause, payment to Engineer, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by Owner to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to Owner.

Should the Owner require a material modification of this Agreement, and in the event Owner and Engineer fail to agree upon such modification to this Agreement, Owner shall have the option of terminating this Agreement and the Engineer's services hereunder at no additional cost other than the payment to Engineer, in accordance with the terms of this Agreement, for the services reasonably determined by Owner to be properly performed by the Engineer prior to such termination date.

Engineer may terminate this Agreement upon written notice to Owner in the event of substantial failure by the Owner to perform in accordance with the terms of this Agreement. Owner shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the Engineer. In the event the parties cannot agree upon an acceptable cure within a reasonable period of time from the date of notice, Engineer may terminate this Agreement.

SECTION 8. INSURANCE

Engineer shall provide and maintain Worker's Compensation and Employer's Liability Insurance for the protection of Engineer's employees, as required by law. Engineer shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including insurance covering the operation of automobiles, trucks and other vehicles) protecting Engineer and Owner against liability from damages because of injuries, including death, suffered by any person or persons other than employees of Engineer, and liability for damages to property, arising from or growing out of Engineer's operations in connection with the performance of this Agreement.

Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for one (1) person, and not less than Three Hundred Thousand Dollars (\$300,000.00) for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less Three Hundred Thousand Dollars (\$300,000.00) aggregate.

Engineer shall also provide and maintain Professional Liability Insurance coverage to protect Engineer from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than \$1,000,000.00.

A signed Certificate of Insurance, showing compliance with the requirements of this Section, shall be furnished to Owner before any services are performed under this Agreement. Such Certificate of Insurance shall provide for ten (10) days written notice to Owner prior to the cancellation or modification of any insurance referred to therein. Such Certificates shall terminate after completion of the project.

Owner shall be named as an "additional insured" party on all insurance policies, except for Worker's Compensation and Professional Liability policies.

SECTION 9. INDEMNIFICATION FOR INJURY AND PERFORMANCE

Engineer further specifically obligates itself to Owner in the following respects, to wit:

The Engineer hereby agrees to protect, indemnify and hold harmless the Owner, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnities"), from and against losses, liability or damage of any character, including defense costs, expenses and reasonable attorney fees incidental to the defense of such losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including the loss of use resulting therefrom, caused by any negligent act, error, or omission of the Engineer, its officers, employees, or subcontractors, or anyone else for whom Engineer is legally liable which are resulting from or caused by the performance of any services called for by this Agreement. In the event the parties are found to be jointly or derivatively negligent or liable for such damage or injury, the indemnification shall be assessed on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The Engineer is not responsible for the actions of the Owner's contractor or any other party contracting with Owner to perform the construction of the improvements covered under this Agreement.

Acceptance and approval of the final plans by the Owner shall not constitute nor be deemed a release of the responsibility and liability of Engineer, its employees, associates, agents and subconsultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and services provided by Engineer hereunder; nor shall such approval be deemed to be an assumption of such responsibility by the Owner for any defect in the designs, working drawings and specifications, or other documents and services provided by Engineer hereunder; or other documents prepared by Engineer, its employees, and subconsultants.

SECTION 10. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

Engineer agrees that it is an independent contractor and not an agent of the Owner, and that Engineer is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve Owner of any responsibility or liability from treating Engineer's employees as employees of Owner for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. Engineer further agrees to indemnify and hold Owner harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of Engineer.

SECTION 11. INDEMNIFICATION FOR NON-PAYMENT

To the extent Owner has paid Engineer in full hereunder for same, Engineer shall defend and indemnify Owner against and hold Owner and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by Engineer in performing this Agreement.

SECTION 12. ASSIGNMENT

Neither party shall assign or sublet this Agreement or any part thereof, without the prior written consent of the other party.

SECTION 13. APPLICABLE LAWS

Engineer shall comply with all federal, state, county and municipal laws, ordinances, regulations, safety orders, resolutions and building codes applicable to services to be performed under this Agreement.

SECTION 14. DEFAULT OF ENGINEER

In the event Engineer fails to comply or is unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within fourteen (14) days after written notice by Owner to Engineer, Owner may, at its sole discretion without prejudice to any other right or remedy:

- Terminate this Agreement and be relieved of the payment of any further consideration to Engineer except for all services determined by Owner to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for percentage of completion by Engineer through such date of termination. In the event of, of such termination, Owner may proceed to complete the services in any manner deemed proper by Owner, either by the use of its own forces or by resubletting to others. In either event, the Engineer shall be liable for all reasonable, unmitigatable costs in excess of the total contract price under this Agreement incurred to complete the services herein provided for and the costs so incurred may be due or that may thereafter become due to Engineer under and by virtue of this Agreement.
- Owner may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation. The reasonable expense for same may be offset against amounts due the Engineer. In such case, Engineer shall not be liable with respect to indemnity or otherwise for any such services performed, arranged, or furnished by Owner. Engineer shall not be considered in default of this Agreement for delays in performance caused by acts of the Owner or other circumstances beyond the reasonable control of the Engineer.

SECTION 15. ADJUSTMENTS IN SERVICES

No claims for extra services, additional services or change in the services will be made by Engineer without a written agreement with Owner prior to the performance of such services.

SECTION 16. EXECUTION BECOMES EFFECTIVE

This Agreement will be effective upon execution by and between Engineer and Owner.

SECTION 16-A. VENUE LOCATION

In the event of any dispute or action under this Contract, venue for any and all disputes or actions shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall apply to the interpretation, validity and enforcement of this Contract; 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.

SECTION 17. AGREEMENT AMENDMENTS

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements, or stipulation bearing upon the meaning or effect of this Agreement, which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

SECTION 18. WRITTEN NOTICES

All notices, demands and communications hereunder shall be in writing and may be served or delivered personally upon the party for whom intended, or mailed to the party to whom intended at the address set forth on the signature page of this Agreement. The address of a party may be changed by notice given pursuant to this Section.

SECTION 19. GENDER AND NUMBER

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular numbers shall include the plural conversely.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of _____, 2003.

OWNER:
TOWN OF ADDISON, TEXAS

ENGINEER:
HNTB CORPORATION

By : Ron Whitehead

Ron Whitehead, City Manager
5300 Beltline Road
P.O. Box 9010
Addison, Texas 75001-9010

By : Benjamin J. Biller

Benjamin J. Biller P.E.
Vice President, Central Division
5910 Plano Parkway, Suite 200
Plano, Texas 75093

Witness:
Michelle L. Goveend

Witness:

ESTIMATE OF CONSULTANT'S FEE

PRELIMINARY DESIGN PHASE

Anticipated Task	Estimated Person Hours				
	Principal	Project Manager	Design Engineer	Drafting/ Technical	Clerical
Coordinate Surveys		4	1	4	
Administration	1	4	4		2
Specifications		2	4		
Meetings		2	2		
Calculations			2	2	
Opinion of Probable Cost	1		2		
Drawings (from attachment)	0	7	20	19	0
Plan Review	2			2	
Estimated Hours	4	19	35	27	2
MISCELLANEOUS COSTS					
Reproduction					\$125.00
Travel					
Total Miscellaneous Costs					\$125.00
SUBCONTRACT SERVICES					
Surveying Services					1,325.00
Total Subcontract Services					\$1,325.00
TOTAL COSTS THIS PHASE					\$10,808.70

ESTIMATE OF CONSULTANT'S FEE

FINAL DESIGN PHASE

LABOR Anticipated Task	Estimated Person Hours				
	Principal	Project Manager	Design Engineer	Drafting/ Technical	Clerical
Contract Documents		4	2		2
Technical Specifications		2	8		
Administration	1		4		2
Meetings		2	2		
Calculations		2	2		
Opinion of Probable Cost	1	2	1		
Reviews (QA/QC)	2	4		4	
Drawings (from attachment)	0	6	16	14	0
Estimated Hours	4	22	35	18	4
MISCELLANEOUS COSTS					
Reproduction					
Travel					
Per Diem					
Total Miscellaneous Costs					
SUBCONTRACT SERVICES					
Total Subcontract Services					
TOTAL COSTS THIS PHASE					

\$250.00

\$250.00

\$0.00

\$9,372.49

ESTIMATE OF CONSULTANT'S FEE

BIDDING PHASE

LABOR Anticipated Task	Estimated Person Hours				
	Principal	Project Manager	Design Engineer	Drafting/ Technical	Clerical
Prepare Documents		2		4	1
Assist w/ Advertisement			2		
Prebid Conference		2	2		
Issue Addenda		2	4		
Bid Opening		1	1		
Tabulate Bids		2	2		1
Prepare contracts		4	2		1
Administration	2	2	2		
Estimated Hours	2	15	15	4	3
MISCELLANEOUS COSTS					
Reproduction		\$375.00			
Travel					
Per Diem					
Total Miscellaneous Costs		\$375.00			
SUBCONTRACT SERVICES					
Total Subcontract Services		\$0.00			
TOTAL COSTS THIS PHASE		\$4,865.98			

ESTIMATE OF CONSULTANT'S FEE

PRELIMINARY DESIGN DRAWINGS

LABOR	Estimated Person Hours				
	Principal	Project Manager	Design Engineer	Drafting/ Technical	Clerical
Drawing					
Cover Sheet			1	2	
General Notes / Quantities		2	1	1	
Staging Area/Phasing Plan		2	2	2	
Removal Plans			2	2	
Hangar - Horizontal Control/Marking Plan			4	2	
Hangar -Grading/ SW3P Plan		1	4	2	
Typical Sections		2	2	2	
Pavement Details			2	2	
Marking Details			1	2	
Misc. Details			1	2	
Total	0	7	20	19	0
	\$56.00	\$47.00	\$35.00	\$28.00	\$16.00
	\$0.00	\$987.49	\$2,101.05	\$1,596.80	\$0.00
TOTAL COSTS THIS PHASE	\$4,685.34				

ESTIMATE OF CONSULTANT'S FEE

FINAL DESIGN DRAWINGS

LABOR	Estimated Person Hours				
	Principal	Project Manager	Design Engineer	Drafting/ Technical	Clerical
Drawing					
Cover Sheet			1	1	
General Notes / Quantities		1	4	2	
Staging Area/Phasing Plan		2	1	1	
Removal Plans			2	2	
Hangar - Horizontal Control/Marking Plan			2	1	
Hangar -Grading/ SW3P Plan		1	2	1	
Typical Sections		2	1	2	
Pavement Details			1	1	
Marking Details			1	1	
Misc. Details			1	2	
Total	0	6	16	14	0
	\$56.00	\$47.00	\$35.00	\$28.00	\$16.00
	\$0.00	\$846.42	\$1,680.84	\$1,176.59	\$0.00
TOTAL COSTS THIS PHASE	\$3,703.85				

A.R.S. ENGINEERS SURVEY COST ESTIMATE
 Project: Design Surveys for Addison Airport in the City of Addison, Texas

ARS Project No. 160-02-046 (Task 2) [Revised July 2, 2003]

TASK	MANHOUR ESTIMATE								
	Principal	RPLS	SR SVY TECH	SVY TECH	2 MAN CREW	3 MAN CREW	4 MAN CREW	ADMIN	Abstractor
1 Horizontal and Vertical control		1	1		1				
2 Location of the following									
a. location of hanger corners									
b. patches of concrete under hangers									
c. drainage flumes,									
d. pavement grid on 25 foot intervals									
total for item 2			4		4				
TOTALS	0	1	5	0	5	0	0	0	0

	MANHOUR ESTIMATE SUMMARY								
	Principal	RPLS	SR SVY TECH	SVY TECH	2 MAN CREW	3 MAN CREW	4 MAN CREW	ADMIN	Abstractor
TOTAL MANHOURS FROM PAGE 1	0	1	5	0	5	0	0	0	0
Hourly Service Rates	\$121.50	\$90.00	\$71.00	\$60.75	\$101.00	\$126.50	\$152.00	\$45.50	\$50.00
Subtotal	\$0.00	\$90.00	\$355.00	\$0.00	\$505.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Labor Cost		\$950.00							
Map/Deed Copies	\$0.00								
Mileage: 60 miles @ \$.345 each	\$20.70								
Reprographics (Xerox Copies & Plots)	\$0.00								
Delivery/Courier Service:	\$30.00								
Misc. Field Expenses	\$25.00								
Subtotal		\$75.70							

TOTAL CONTRACT COST \$ 1,025.70

Jim Pierce

From: Mark Acevedo
Sent: Wednesday, July 16, 2003 10:29 AM
To: Jim Pierce
Subject: RE: Richard Byrd Drive

I concur. Please proceed in this manner.

Mark

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

From: Jim Pierce
Sent: Wednesday, July 16, 2003 9:47 AM
To: Mark Acevedo
Subject: Richard Byrd Drive

Mark: Should the Engineering design agreement be with the town or with Washington since the money is from their operating fund? I would think it should be with the Town. We could keep control by having invoices come to us for our approval and payment by them. What do you think?

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

**PRELIMINARY
ENGINEERS OPINION OF PROBABLE COST
ADDISON AIRPORT**

Richard Byrd Dr.

pavement reconstruction south of the existing hangars

<i>Item</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Price</i>	<i>Amount</i>
	MOBILIZATION - 10%	1	LS	\$35,000.00	\$35,000.00
	UNCLASSIFIED EXCAVATION	2200	CY	\$8.00	\$17,600.00
	REMOVAL OF BITUMINOUS PAVEMENT	300	CY	\$10.00	\$3,000.00
	PREPARATION OF SUBGRADE	7125	SY	\$2.00	\$14,250.00
	P-401 BITUMINOUS PAVEMENT, 2"	800	TONS	\$200.00	\$160,000.00
	P-304 CEMENT TREATED BASE, 3"	7125	SY	\$15.00	\$106,875.00
	P-155 LIME TREATED SUBGRADE, 8"	7125	SY	\$3.50	\$24,937.50
	LIME	175	TONS	\$100.00	\$17,500.00

TOTAL \$379,200.00

Design Fee	
ENGINEERING FEE	\$ 29,500.00
SURVEYING FEE	\$ 2,750.00
EXPENSES	\$ 1,500.00
TOTAL DESIGN FEE	\$ 33,750.00

C:\Documents and Settings\jpiece.ADDISONGOV\Local Settings\Temporary Internet Files\OLK326\RB Hangar CostEst.xls\RB Apron Estimate

Get a proposal from H.N.T.B

ESTIMATE OF CONSULTANT'S FEE

PRELIMINARY DESIGN PHASE

Anticipated Task	Estimated Person Hours				
	Principal	Project Manager	Design Engineer	Drafting/ Technical	Clerical
Coordinate Surveys		4	1	4	
Administration	1	4	4		2
Specifications		2	4		
Meetings		2	2		
Calculations			2	2	
Opinion of Probable Cost	1		2		
Drawings (from attachment)	0	7	20	19	0
Plan Review	2			2	
Estimated Hours	4	19	35	27	2
MISCELLANEOUS COSTS					
Reproduction	\$125.00				
Travel					
Total Miscellaneous Costs	\$125.00				
SUBCONTRACT SERVICES					
Surveying Services	1,325.00				
Total Subcontract Services	\$1,325.00				
TOTAL COSTS THIS PHASE	\$10,808.70				

ESTIMATE OF CONSULTANT'S FEE

FINAL DESIGN PHASE

Estimated Person Hours

LABOR

Anticipated Task	Principal	Project Manager	Design Engineer	Drafting/ Technical	Clerical
Contract Documents		4	2		2
Technical Specifications		2	8		
Administration	1		4		2
Meetings		2	2		
Calculations		2	2		
Opinion of Probable Cost	1	2	1		
Reviews (QA/QC)	2	4		4	
Drawings (from attachment)	0	6	16	14	0
Estimated Hours	4	22	35	18	4

MISCELLANEOUS COSTS

Reproduction	\$250.00
Travel	
Per Diem	
Total Miscellaneous Costs	\$250.00

SUBCONTRACT SERVICES

Total Subcontract Services	\$0.00

TOTAL COSTS THIS PHASE **\$9,372.49**

ESTIMATE OF CONSULTANT'S FEE

BIDDING PHASE

LABOR Anticipated Task	Estimated Person Hours				
	Principal	Project Manager	Design Engineer	Drafting/ Technical	Clerical
Prepare Documents		2		4	1
Assist w/ Advertisement			2		
Prebid Conference		2	2		
Issue Addenda		2	4		
Bid Opening		1	1		
Tabulate Bids		2	2		1
Prepare contracts		4	2		1
Administration	2	2	2		
Estimated Hours	2	15	15	4	3

MISCELLANEOUS COSTS

Reproduction	\$375.00
Travel	
Per Diem	
Total Miscellaneous Costs	\$375.00

SUBCONTRACT SERVICES

Total Subcontract Services	\$0.00

TOTAL COSTS THIS PHASE **\$4,865.98**

ESTIMATE OF CONSULTANT'S FEE

PRELIMINARY DESIGN DRAWINGS

LABOR Drawing	Estimated Person Hours				
	Principal	Project Manager	Design Engineer	Drafting/ Technical	Clerical
Cover Sheet			1	2	
General Notes / Quantities		2	1	1	
Staging Area/Phasing Plan		2	2	2	
Removal Plans			2	2	
Hangar - Horizontal Control/Marking Plan			4	2	
Hangar -Grading/ SW3P Plan		1	4	2	
Typical Sections		2	2	2	
Pavement Details			2	2	
Marking Details			1	2	
Misc. Details			1	2	
Total	0	7	20	19	0
	\$56.00	\$47.00	\$35.00	\$28.00	\$16.00
	\$0.00	\$987.49	\$2,101.05	\$1,596.80	\$0.00
TOTAL COSTS THIS PHASE	\$4,685.34				

ESTIMATE OF CONSULTANT'S FEE

FINAL DESIGN DRAWINGS

LABOR Drawing	Estimated Person Hours				
	Principal	Project Manager	Design Engineer	Drafting/ Technical	Clerical
Cover Sheet			1	1	
General Notes / Quantities		1	4	2	
Staging Area/Phasing Plan		2	1	1	
Removal Plans			2	2	
Hangar - Horizontal Control/Marking Plan			2	1	
Hangar -Grading/ SW3P Plan		1	2	1	
Typical Sections		2	1	2	
Pavement Details			1	1	
Marking Details			1	1	
Misc. Details			1	2	
Total	0	6	16	14	0
	\$56.00	\$47.00	\$35.00	\$28.00	\$16.00
	\$0.00	\$846.42	\$1,680.84	\$1,176.59	\$0.00
TOTAL COSTS THIS PHASE	\$3,703.85				

A.R.S. ENGINEERS SURVEY COST ESTIMATE
Project: Design Surveys for Addison Airport In the City of Addison, Texas

ARS Project No. 160-02-046 (Task 2) [Revised July 2, 2003]

		MANHOUR ESTIMATE							
TASK	Principal	RPLS	SR SVY TECH	SVY TECH	2 MAN CREW	3 MAN CREW	4 MAN CREW	ADMIN	Abstractor
1 Horizontal and Vertical control		1	1		1				
2 Location of the following									
a. location of hanger corners									
b. patches of concrete under hangers									
c. drainage flumes,									
d. pavement grid on 25 foot intervals									
total for item 2			4		4				
TOTALS	0	1	5	0	5	0	0	0	0

		MANHOUR ESTIMATE SUMMARY							
	Principal	RPLS	SR SVY TECH	SVY TECH	2 MAN CREW	3 MAN CREW	4 MAN CREW	ADMIN	Abstractor
TOTAL MANHOURS FROM PAGE 1	0	1	5	0	5	0	0	0	0
Hourly Service Rates	\$121.50	\$90.00	\$71.00	\$60.75	\$101.00	\$126.50	\$152.00	\$45.50	\$50.00
Subtotal	\$0.00	\$90.00	\$355.00	\$0.00	\$505.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Labor Cost		\$950.00							
Map/Deed Copies	\$0.00								
Mileage: 60 miles @ \$.345 each	\$20.70								
Reprographics (Xerox Copies & Plots)	\$0.00								
Delivery/Courier Service:	\$30.00								
Misc. Field Expenses	\$25.00								
Subtotal		\$75.70							

TOTAL CONTRACT COST \$ \$1,025.70

AGREEMENT

THIS AGREEMENT is made by and between HNTB Corporation, hereinafter called "ENGINEER", and the Town of Addison, Texas, hereinafter called "OWNER."

WHEREAS, Owner desires Engineer to perform certain work set forth in Section 2, Scope of Services.

WHEREAS, the Engineer has expressed a willingness to perform said services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 2 of this Agreement.

NOW, THEREFORE, all parties agree as follows:

SECTION 2. SCOPE OF SERVICES

The following Basic and Additional Services, when authorized in writing by a notice-to-proceed, shall be performed by the Engineer in accordance with the Owner's requirements for design of Arapaho Road from Surveyor Boulevard to Addison Road.

I. Project Definition

This project consists of the preparation of plans and specifications for bidding and construction of Arapaho Road Phase III from Surveyor Boulevard to Addison Road (the Project). The project will be a 4-lane reinforced concrete roadway, with turn lanes at Surveyor Boulevard and Addison Road. A grade separated intersection will be provided at Midway Road. The design of the bridge over Midway Road is not included in this scope of services. Services will generally include geotechnical investigation and recommendations; final construction plans for the roadway, structure, stormwater, water, wastewater, landscaping, irrigation, traffic signals, construction sequencing, signing and striping; bid document originals; record drawings; and coordination with franchised utilities, the Town of Addison, and applicable agencies.

II. Detailed Scope of Basic Services

The improvements have been implemented in several phases consistent with the availability of funds to complete final construction plans and specifications and to finance the construction. The scope of services for the schematic design are described in a separate scope of services and Agreement between the Town of Addison and HNTB Corporation executed February 12, 1997 with official authorization to proceed dated March 9, 1998. The basic scope of services for construction documents from Marsh Lane to Surveyor Boulevard (Phase II) are described in a separate scope and Agreement executed October 18, 2000 between the Town of Addison and HNTB Corporation.

to the Owner. Engineer may, however, retain copies of any and all documents produced. The license granted herein by Engineer shall survive termination of this Agreement for any reason.

SECTION 7. TERMINATION

Owner may suspend or terminate this Agreement for cause or without cause at any time by giving five (5) days written notice to the Engineer. In the event termination is for cause however, such shall be in accordance with section 14 hereof. In the event suspension or termination is without cause, payment to Engineer, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by Owner to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to Owner.

Should the Owner require a material modification of this Agreement, and in the event Owner and Engineer fail to agree upon such modification to this Agreement, Owner shall have the option of terminating this Agreement and the Engineer's services hereunder at no additional cost other than the payment to Engineer, in accordance with the terms of this Agreement, for the services reasonably determined by Owner to be properly performed by the Engineer prior to such termination date.

Engineer may terminate this Agreement upon written notice to Owner in the event of substantial failure by the Owner to perform in accordance with the terms of this Agreement. Owner shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the Engineer. In the event the parties cannot agree upon an acceptable cure within a reasonable period of time from the date of notice, Engineer may terminate this Agreement.

SECTION 8. INSURANCE

Engineer shall provide and maintain Worker's Compensation and Employer's Liability Insurance for the protection of Engineer's employees, as required by law. Engineer shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including insurance covering the operation of automobiles, trucks and other vehicles) protecting Engineer and Owner against liability from damages because of injuries, including death, suffered by any person or persons other than employees of Engineer, and liability for damages to property, arising from or growing out of Engineer's operations in connection with the performance of this Agreement.

Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for one (1) person, and not less than Three Hundred Thousand Dollars (\$300,000.00) for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less Three Hundred Thousand Dollars (\$300,000.00) aggregate.

Engineer shall also provide and maintain Professional Liability Insurance coverage to protect Engineer from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than \$1,000,000.00.

A signed Certificate of Insurance, showing compliance with the requirements of this Section, shall be furnished to Owner before any services are performed under this Agreement. Such Certificate of Insurance shall provide for ten (10) days written notice to Owner prior to the cancellation or modification of any insurance referred to therein. Such Certificates shall terminate after completion of the project.

Owner shall be named as an "additional insured" party on all insurance policies, except for Worker's Compensation and Professional Liability policies.

✓ **SECTION 9. INDEMNIFICATION FOR INJURY AND PERFORMANCE**

Engineer further specifically obligates itself to Owner in the following respects, to wit:

The Engineer hereby agrees to protect, indemnify and hold harmless the Owner, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnities"), from and against losses, liability or damage of any character, including defense costs, expenses and attorney fees incidental to the defense of such losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including the loss of use resulting therefrom, from any negligent act, error, or omission of the Engineer, its officers, employees, or subcontractors, or anyone else for whom Engineer is legally liable which are resulting from or caused by the performance of any services called for by this Agreement. In the event the parties are found to be jointly or derivatively negligent or liable for such damage or injury, the indemnification shall be assessed on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The Engineer is not responsible for the actions of the Owner's contractor or any other party contracting with Owner to perform the construction of the improvements covered under this Agreement.

Acceptance and approval of the final plans by the Owner shall not constitute nor be deemed a release of the responsibility and liability of Engineer, its employees, associates, agents and Engineers for the accuracy or competency of their designs, working drawings and specifications, or other documents and services provided by Engineer hereunder; nor shall such approval be deemed to be an assumption of such responsibility by the Owner for any defect in the designs, working drawings and specifications, or other documents and services provided by Engineer hereunder; or other documents prepared by Engineer, its employees, and subconsultants.

✓ **SECTION 10. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION**

Engineer agrees that it is an independent contractor and not an agent of the Owner, and that Engineer is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve Owner of any responsibility or liability from treating Engineer's employees as employees of Owner for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. Engineer further agrees to indemnify and hold Owner harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of Engineer.

✓ **SECTION 11. INDEMNIFICATION FOR NON-PAYMENT**

To the extent Owner has paid Engineer in full hereunder for same, Engineer shall defend and indemnify Owner against and hold Owner and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by Engineer in performing this Agreement.

SECTION 12. ASSIGNMENT

Neither party shall assign or sublet this Agreement or any part thereof, without the prior written consent of the other party.

SECTION 13. APPLICABLE LAWS

Engineer shall comply with all federal, state, county and municipal laws, ordinances, regulations, safety orders, resolutions and building codes applicable to services to be performed under this Agreement.

✓ **SECTION 14. DEFAULT OF ENGINEER**

In the event Engineer fails to comply or is unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within fourteen (14) days after written notice by Owner to Engineer, Owner may, at its sole discretion without prejudice to any other right or remedy:

- Terminate this Agreement and be relieved of the payment of any further consideration to Engineer except for all services determined by Owner to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for percentage of completion by Engineer through such date of termination. In the event of, of such termination, Owner may proceed to complete the services in any manner deemed proper by Owner, either by the use of its own forces or by resubletting to others. In either event, the Engineer shall be liable for all reasonable, unmitigatable costs in excess of the total contract price under this Agreement incurred to complete the services herein provided for and the costs so incurred may be due or that may thereafter become due to Engineer under and by virtue of this Agreement.
- Owner may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation. The reasonable expense for same may be offset against amounts due the Engineer. In such case, Engineer shall not be liable with respect to indemnity or otherwise for any such services performed, arranged, or furnished by Owner. Engineer shall not be considered in default of this Agreement for delays in performance caused by acts of the Owner or other circumstances beyond the reasonable control of the Engineer.

**AGREEMENT FOR PROFESSIONAL SERVICES
("Agreement")**

This Agreement between the Town of Addison, Texas ("Client") and URS Corporation ("URS"), a Nevada corporation; Graystone Centre, 3010 LBJ Freeway, Suite 1300 75234; 972.406.6950 ("URS"), is effective as of November 11, 2002. The parties agree as follows:

ARTICLE I - Work Orders. The Scope of Services ("Services"), the time schedule ("Time Schedule") and the charges for the Services ("Charges") are to be set forth in a written Work Order which is supplementary to this Agreement. The terms and conditions of this Agreement shall apply to each Work Order, except to the extent expressly modified by the Work Order. Where Charges are "not to exceed" a specified sum, all Services shall be provided by URS for Charges which do not exceed the specified sum. If a "not to exceed" sum is broken down into budgets for specific tasks, the task budget may be exceeded without Client authorization as long as the total sum is not exceeded. Changes in conditions which directly affect the Services, including, without limitation, changes in laws or regulations occurring after the budget is established or other circumstances beyond URS control shall be a basis for equitable adjustments in the budget and Time Schedule.

ARTICLE II - Payment.

A. Unless otherwise stated in a Work Order, payment shall be on a time and materials basis under the Schedule of Fees and Charges set forth in the Work Order which are in effect when the Services are performed. Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the Client's receipt of an invoice from URS. If payment is not maintained on an at least forty-five (45) day basis, URS may suspend further performance until payments are current. Client shall notify URS of any disputed amount within fifteen (15) days from date of the Client's receipt of the invoice, give reasons for the objection, and pay the undisputed amount in accordance herewith. Client shall pay interest on any overdue payment at the rate of one percent (1%) per month or the maximum percentage allowed by law, whichever is the lesser. In the event of a legal action for invoice amounts not paid in accordance with this Agreement and the Work Order, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party.

B. URS shall submit to Client an invoice or billing statement for all work performed. All invoices or billing statements shall include a statement of Services rendered and the amount owed in connection therewith, an itemized statement of costs and expenses incurred to the date of the invoice, and the sum of all prior payments for the Services set forth in the letter agreement dated February 21, 2002 (Exhibit A). The cumulative amounts of progress payments for the Services shall not exceed the Charges. URS shall not be entitled to any compensation for any services or work not actually performed or for any lost profits as a result of any abandonment or suspension of work by the Client. URS shall perform all work hereunder in a manner satisfactory and acceptable to the Client in accordance with the standard of care set forth in this Agreement.

C. Notwithstanding any other provision of this Agreement or the Work Order, Client shall not be obligated to make payment to URS hereunder if:

1. URS is in default of any of its obligations under this Agreement, the Work Order, or any other documents in connection with the Services (and payment may be withheld to the extent of any such default);

2. Any part of such payment is attributable to any services of URS which are not performed in accordance with this Agreement and URS' proposal; or

3. If the Client, in its good faith judgment and after consultation with URS, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services hereunder, no additional payments will be due URS hereunder unless and until URS performs a sufficient

portion of the Services so that such portion of the compensation remaining unpaid is determined by Client to be sufficient to complete the Services.

ARTICLE III - Professional Responsibility. URS is obligated to comply with applicable standards of professional care in the performance of the Services. Client recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

URS represents and warrants that it is authorized to practice engineering in the State of Texas and that any necessary licenses, permits or other authorization to practice engineering and to provide the Services set forth herein have been heretofore acquired as required by law, rule or regulation. Notwithstanding anything herein to the contrary, URS and Client agree and acknowledge that Client is entering into this Agreement in reliance on URS' professional abilities with respect to performing the Services set forth herein. URS agrees to use its professional skill, judgment and abilities in the performance of its Services hereunder, and shall render Services under this Agreement and in connection with the project in accordance with the professional standards of engineering prevailing in the Dallas-Fort Worth metroplex area and shall use the skill and care commensurate with the requirements of the engineering profession. URS shall perform its Services in accordance with laws, regulations, and rules in accordance with the standard of care set forth herein. Without in any way limiting the foregoing or any other provision of this Agreement, URS shall be liable to the Client for damages, injuries, liability, or other harm to the extent caused by or resulting from any negligent, grossly negligent, or intentionally wrongful errors, acts or omissions of URS, or URS' directors, partners, officers, employees, agents, contractors, subcontractors, or any person or entity for whom URS is legally liable, in the provision of its Services under this Agreement, and for other breaches by URS to the extent URS was negligent, grossly negligent, or intentionally wrongful in its performance of professional services under this Agreement.

ARTICLE IV - Responsibility for Others. URS shall be responsible to Client for URS Services and the services of URS directors, partners, officers, employees, agents, contractors, subcontractors, or any person or entity for whom URS is legally liable. URS shall not be responsible for the acts or omissions of other parties engaged by Client nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

ARTICLE V - Insurance; Indemnity.

A. In connection with this Agreement, URS shall provide and maintain in full force and effect the following insurance:

(i) Workers' compensation and employer's liability insurance for the protection of URS' employees, to the extent required by the law of the State of Texas;

(ii) Commercial general liability insurance with limits not less than One Million and No/100 Dollars \$1,000,000.00 each occurrence combined single limit bodily injury and property damage, including contractual liability (covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement), personal injury, broadform property damage, products and completed operations coverage (and if such commercial general liability insurance contains a general aggregate limit, it shall apply separately to the Services under this Agreement);

(iii) Comprehensive automobile liability insurance with limits not less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence combined single limit bodily injury and property damage, including owned, non-owned and hired auto coverage, as applicable; and

(iv) Professional Liability Insurance to protect from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than One Million and No/100 Dollars (\$1,000,000.00) per claim and aggregate. Equivalent coverage must be maintained for at least two (2) years after the project contemplated herein is completed. If coverage is

written on a claims-made basis, the retroactive date must not be later than the inception date of this Agreement.

All such policies of insurance shall (a) be issued by insurance companies reasonably acceptable to Client, (b) except for professional liability and worker's compensation insurance, shall name (by endorsement) the Town of Addison, Texas, its officials, officers, employees and agents as an additional insured or loss payee, as the case may be, (c) in all liability policies (except for professional liability), 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, (d) contain a waiver of subrogation endorsement in favor of the Town of Addison, Texas, and (e) provide for at least thirty (30) days written notice to the Town of Addison, Texas prior to cancellation or non-renewal which affects this Agreement. Certificates of insurance, along with the endorsement naming the Town of Addison, Texas as an additional insured or loss payee, as the case may be), satisfactory to Client, evidencing all coverage above, shall be promptly delivered to Town and updated as may be appropriate. The Client reserves the right to review the insurance requirements contained herein and to reasonably adjust coverages and limits when deemed necessary and prudent by the Client. If, however, the insurance requirements being adjusted results in additional premium cost to URS, URS shall be reimbursed for such additional premium cost by Client.

B. In connection with this Agreement (together with the Work Order) and the provision of Services, URS agrees to and shall indemnify the Town of Addison, Texas, its officials, officers, agents and employees (together, for purposes of this paragraph, the "Indemnified Persons") against, and hold the Indemnified Persons harmless from, any and all claims, actions, causes of action, demands, losses, harm, damages, liability, expenses, lawsuits, judgments, costs, and fees (including reasonable attorney fees and court costs), for any injury to or the death of any person, or any damage to or destruction of any property, or any other harm for which damages or any other form of recovery is sought (whether at law or in equity), to the extent resulting from, based upon, or arising out of any negligent, grossly negligent, reckless, or intentionally wrongful act, error, or omission of URS, its officers, employees, agents, engineers, consultants, contractors, subcontractors, or any person or entity for whom URS is legally liable, under, in connection with, or in the performance of, this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

ARTICLE VI - Client Responsibility. Client shall: (1) provide URS, in writing, all information relating to Client's requirements for the project; (2) correctly identify to URS, the location of subsurface structures which have been placed by Client, such as pipes, tanks, cables and utilities (and Client shall also, at URS' request, provide contact information for utility providers which may have placed subsurface structures at the project site); (3) notify URS of any potential hazardous substances or other health and safety hazard or condition known to Client existing on or near the project site; (4) give URS prompt written notice of any suspected deficiency in the Services; and (5) with reasonable promptness, provide required approvals and decisions. In the event that URS is requested by Client or is required by subpoena to produce documents or give testimony in any action or proceeding to which Client is a party and URS is not a party, Client shall pay URS for any time and expenses required in connection therewith, including reasonable attorney's fees.

ARTICLE VII - Force Majeure. An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

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

7-3-03

Steve - This is a proposal by HNTB to do some Engr. work on the Airport. I'm concerned by Article 8, Limitation of Liability. Don't we have a set of standard conditions on another contract that have been reviewed & approved by John Hill? If not, I'm afraid I will have to have him review this.

Jim

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between Town of Addison (Owner) and HNTB Corporation (HNTB), for the following reasons:

1. Owner intends to reconstruct existing asphalt pavement south of existing hangars along Richard Byrd Drive for an approximate distance of 1100-feet along the hangars at the Addison Airport, Addison, Texas (the Project); and,
2. Owner requires certain professional engineering services in connection with the Project (the Services); and,
3. HNTB is prepared to provide the Services.

In consideration of the promises contained in this Agreement, Owner and HNTB agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be June 26th 2003.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas.

ARTICLE 3 - SCOPE OF SERVICES

HNTB shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

HNTB shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

Owner shall pay HNTB in accordance with Attachment C, Compensation.

Notwithstanding anything to the contrary in this Agreement or Attachment C, should the Services under this Agreement include products or services that are commercially priced by HNTB, such amounts shall be invoiced to Owner at the catalog price(s) offered by HNTB and are not subject to audit on the basis of costs incurred.

Invoices shall be due and payable upon receipt. Owner shall give prompt written notice of any disputed amount and shall pay the remaining amount. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal. Owner shall pay HNTB's reasonable attorneys' fees incurred in connection with any litigation instituted to recover invoice amounts.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment D, Owner's Responsibilities.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express

or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

X ARTICLE 8 - INDEMNIFICATION AND LIABILITY

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and HNTB's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and HNTB agree to allocate and limit such liabilities in accordance with this Article. Indemnification. HNTB agrees to indemnify and hold the Owner harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by HNTB's negligent acts, errors, or omissions arising out of its performance of the Services. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of HNTB and Owner, they shall be borne by each party in proportion to its own negligence.

Limitation of Liability. To the fullest extent permitted by law, the total aggregate liability of HNTB and its subconsultants to Owner for all judgments, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed the total compensation actually received by HNTB under this Agreement.

Consequential Damages. To the fullest extent permitted by law, HNTB shall not be liable to Owner for any consequential damages resulting in any way from the performance of the Services.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

X ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, HNTB shall maintain the following insurance:

- (a) General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance, with a combined

single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

HNTB shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. Owner shall require all Project contractors to include Owner and HNTB as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both Owner and HNTB, each to the same extent.

HNTB and Owner waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services. If the Services result in a construction phase of the Project, a similar provision shall be incorporated into all construction contracts entered into by Owner and shall protect Owner and HNTB to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

HNTB shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to HNTB, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to HNTB in Attachment A, Scope of Services.

In the event the Owner requests HNTB to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to HNTB for review at least 15 days prior to the requested date of execution. HNTB shall not be required to execute any certificates or documents that in any way would, in HNTB's sole judgment, (a) increase HNTB's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in HNTB having to certify, guarantee or warrant the existence of conditions whose existence HNTB cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because HNTB has no control over the cost of labor,

materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, HNTB's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. HNTB does not guarantee that proposals, bids, or actual Project costs will not vary from HNTB's cost estimates or that actual schedules will not vary from HNTB's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by HNTB pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by HNTB for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to HNTB. Owner shall indemnify and hold harmless HNTB and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle HNTB to additional compensation at rates to be agreed upon by Owner and HNTB.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by HNTB and furnished to Owner as part of the Services shall become the property of Owner; provided, however, that HNTB shall have the unrestricted right to their use. HNTB shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of HNTB.

ARTICLE 14 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to HNTB. HNTB shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay HNTB for all the Services performed plus termination or suspension expenses. Upon restart of suspended

Services, an equitable adjustment shall be made to HNTB's compensation and the Project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor HNTB shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or HNTB under this Agreement. HNTB shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

Owner:

Mr. Mike Murphy, P.E.
Town of Addison
5300 Beltline Road
P.O. Box 9010
Addison, Texas 75001-9010

HNTB:

Mr. Jerry D. Holder, Jr., P.E.
5910 W. Plano Parkway, Suite 200
Plano, Texas 75093

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Owner and HNTB.

ARTICLE 17 - DISPUTES

In the event of a dispute between Owner and HNTB arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the

dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

HNTB hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations.

HNTB affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is HNTB's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

HNTB further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either Owner or HNTB of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 - INTEGRATION

This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the

entire and integrated agreement between Owner and HNTB. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

Owner and HNTB each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither Owner nor HNTB shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not

be unreasonably withheld; provided, however, HNTB may assign its rights to payment without Owner's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent HNTB from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of Owner and HNTB. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and HNTB.

IN WITNESS WHEREOF, Owner and HNTB have executed this Agreement.

Town of Addison
(Owner)

HNTB Corporation
(HNTB)

Signature _____

Signature _____

Name _____

Name: Benjamin J. Biller

Title _____

Title: Vice President

Date _____

Date: July 3, 2003

**ATTACHMENT A
SCOPE OF SERVICES**

1. Basic Services
 - a. Survey Project Site
 - b. Design Phase(s)
 - Preparation of plans and specifications for the bidding and construction of the pavement south of the existing hangars located on Richard Byrd Drive.
 - a. Pavement design
 - b. Drainage design
 - c. Sequence of construction
 - d. Traffic control
 - Develop an Engineers Opinion of Probable Cost for the project
 - c. Bidding and Negotiating
 - Prepare advertisements for bid
 - Conduct pre-bid meeting
 - Prepare necessary addenda and respond to bidders questions
 - Prepare bid tabulation
 - Recommend a bidder for the award of the construction contract after performing reference checks

2. Additional Services
 - a. None

**ATTACHMENT B
SCHEDULE**

This project will begin upon receipt of a written Notice to Proceed. Preparation of plans and specifications will follow the schedule set forth below:

SurveyingWeek 1
GeotechnicalWeek 1 and 2
Preliminary DesignWeek 2 thru Week 5
Review by Town of Addison.....Week 6
Final DesignWeek 7 and Week 8

**ATTACHMENT C
COMPENSATION**

Compensation for this project will be lump sum for \$37,900.00

Design Fee	
ENGINEERING DESIGN	\$ 29,500.00
SURVEYING & BASE MAPPING	\$ 2,750.00
GEOTECHNICAL	\$ 4,150.00
EXPENSES	\$ 1,500.00
TOTAL DESIGN FEE	\$ 37,900.00

**ATTACHMENT D
OWNER'S RESPONSIBILITIES**

Owner shall perform and provide the following in a timely manner so as not to delay the Services of HNTB, and HNTB may rely on the accuracy and completeness of the following:

1. Authorize HNTB in writing to proceed [authorization to proceed is given by the execution of this Agreement].
2. Place at HNTB's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data relative to the design or construction of the Project.
3. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of HNTB's Services.
4. Make Owner's facilities available to HNTB as required for performance of the Services under this Agreement.
5. Require all construction contracts to include provisions requiring Contractors to indemnify Owner and HNTB and requiring Contractors to name Owner and HNTB as Additional Insureds on Contractors' liability insurance policies.
6. Give prompt written notice to HNTB whenever Owner becomes aware of any development that does or may affect the scope or timing of HNTB's Services, or any defect in the Services of HNTB or its subconsultants, or the work of construction Contractors.
7. Advise HNTB of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

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

7-3-03

Steve - This is a proposal
by HNTB to do some Engr.
work on the Airport. I'm
concerned by Article 8,
Limitation of Liability. Don't
we have a set of standard
conditions on another contract
that have been reviewed &
approved by John Hill? If
not, I'm afraid I will have to
have him review this.

Jim

Addison!

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

7-3-03

Mark - Here is HNTB's
proposal for the Engineering
on Richard Byrd Drive. Since
its over 25K it will have to
go to Council. I am going
to ask HNTB for a breakdown
of their fee and a little
more explanation of the scope

Jim

I will put on first council meeting
in August



The HNTB Companies

5910 West Plano Parkway, Suite 200 - Plano, Texas 75093 (972) 661-5626

LETTER OF TRANSMITTAL

Job No.

Date

July 3, 2003

To: Jim Pierce
 Town of Addison
 16801 Westgrove Drive
 Addison, TX 75001-9010

Re: RB Agreement

WE ARE FORWARDING TO YOU:

NO. OF COPIES	SHEET NO.	LAST DATED	DESCRIPTION
2			Agreement for Professional Services – RB Pavement Reconstruction


THESE ARE TRANSMITTED:

- For approval
 For your use
 As requested
 For review & comment

PLEASE NOTE:

Please look over the "Agreement for Professional Services" if they meet your approval, please sign and return to HNTB. We will have them signed here and return a copy to you for your records.

COPY TO:
 file

By: 
 Jenny Nicewander

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between Town of Addison (Owner) and HNTB Corporation (HNTB), for the following reasons:

1. Owner intends to reconstruct existing asphalt pavement south of existing hangars along Richard Byrd Drive for an approximate distance of 1100-feet along the hangars at the Addison Airport, Addison, Texas (the Project); and,
2. Owner requires certain professional engineering services in connection with the Project (the Services); and,
3. HNTB is prepared to provide the Services.

In consideration of the promises contained in this Agreement, Owner and HNTB agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be June 26th 2003.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas.

ARTICLE 3 - SCOPE OF SERVICES

HNTB shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

HNTB shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

Owner shall pay HNTB in accordance with Attachment C, Compensation.

Notwithstanding anything to the contrary in this Agreement or Attachment C, should the Services under this Agreement include products or services that are commercially priced by HNTB, such amounts shall be invoiced to Owner at the catalog price(s) offered by HNTB and are not subject to audit on the basis of costs incurred.

Invoices shall be due and payable upon receipt. Owner shall give prompt written notice of any disputed amount and shall pay the remaining amount. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal. Owner shall pay HNTB's reasonable attorneys' fees incurred in connection with any litigation instituted to recover invoice amounts.

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Owner shall be responsible for all matters described in Attachment D, Owner's Responsibilities.

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The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express

or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and HNTB's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and HNTB agree to allocate and limit such liabilities in accordance with this Article. Indemnification. HNTB agrees to indemnify and hold the Owner harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by HNTB's negligent acts, errors, or omissions arising out of its performance of the Services. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of HNTB and Owner, they shall be borne by each party in proportion to its own negligence.

Limitation of Liability. To the fullest extent permitted by law, the total aggregate liability of HNTB and its subconsultants to Owner for all judgments, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed the total compensation actually received by HNTB under this Agreement.

Consequential Damages. To the fullest extent permitted by law, HNTB shall not be liable to Owner for any consequential damages resulting in any way from the performance of the Services.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

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During the performance of the Services under this Agreement, HNTB shall maintain the following insurance:

- (a) General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance, with a combined

single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

HNTB shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. Owner shall require all Project contractors to include Owner and HNTB as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both Owner and HNTB, each to the same extent.

HNTB and Owner waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services. If the Services result in a construction phase of the Project, a similar provision shall be incorporated into all construction contracts entered into by Owner and shall protect Owner and HNTB to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

HNTB shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to HNTB, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to HNTB in Attachment A, Scope of Services.

In the event the Owner requests HNTB to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to HNTB for review at least 15 days prior to the requested date of execution. HNTB shall not be required to execute any certificates or documents that in any way would, in HNTB's sole judgment, (a) increase HNTB's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in HNTB having to certify, guarantee or warrant the existence of conditions whose existence HNTB cannot ascertain.

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Because HNTB has no control over the cost of labor,

materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, HNTB's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. HNTB does not guarantee that proposals, bids, or actual Project costs will not vary from HNTB's cost estimates or that actual schedules will not vary from HNTB's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by HNTB pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by HNTB for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to HNTB. Owner shall indemnify and hold harmless HNTB and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle HNTB to additional compensation at rates to be agreed upon by Owner and HNTB.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by HNTB and furnished to Owner as part of the Services shall become the property of Owner; provided, however, that HNTB shall have the unrestricted right to their use. HNTB shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of HNTB.

ARTICLE 14 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to HNTB. HNTB shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay HNTB for all the Services performed plus termination or suspension expenses. Upon restart of suspended

Services, an equitable adjustment shall be made to HNTB's compensation and the Project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor HNTB shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or HNTB under this Agreement. HNTB shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

Owner:

Mr. Mike Murphy, P.E.
Town of Addison
5300 Beltline Road
P.O. Box 9010
Addison, Texas 75001-9010

HNTB:

Mr. Jerry D. Holder, Jr., P.E.
5910 W. Plano Parkway, Suite 200
Plano, Texas 75093

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Owner and HNTB.

ARTICLE 17 - DISPUTES

In the event of a dispute between Owner and HNTB arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the

dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

HNTB hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations.

HNTB affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is HNTB's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

HNTB further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either Owner or HNTB of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 - INTEGRATION

This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the

entire and integrated agreement between Owner and HNTB. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

Owner and HNTB each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither Owner nor HNTB shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not

be unreasonably withheld; provided, however, HNTB may assign its rights to payment without Owner's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent HNTB from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of Owner and HNTB. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and HNTB.

IN WITNESS WHEREOF, Owner and HNTB have executed this Agreement.

Town of Addison
(Owner)

HNTB Corporation
(HNTB)

Signature _____

Signature _____

Name _____

Name: Benjamin J. Biller

Title _____

Title: Vice President

Date _____

Date: July 3, 2003

**ATTACHMENT A
SCOPE OF SERVICES**

1. Basic Services
 - a. Survey Project Site
 - b. Design Phase(s)
 - Preparation of plans and specifications for the bidding and construction of the pavement south of the existing hangars located on Richard Byrd Drive.
 - a. Pavement design
 - b. Drainage design
 - c. Sequence of construction
 - d. Traffic control
 - Develop an Engineers Opinion of Probable Cost for the project
 - c. Bidding and Negotiating
 - Prepare advertisements for bid
 - Conduct pre-bid meeting
 - Prepare necessary addenda and respond to bidders questions
 - Prepare bid tabulation
 - Recommend a bidder for the award of the construction contract after performing reference checks

2. Additional Services
 - a. None

**ATTACHMENT B
SCHEDULE**

This project will begin upon receipt of a written Notice to Proceed. Preparation of plans and specifications will follow the schedule set forth below:

SurveyingWeek 1
GeotechnicalWeek 1 and 2
Preliminary DesignWeek 2 thru Week 5
Review by Town of AddisonWeek 6
Final DesignWeek 7 and Week 8

**ATTACHMENT C
COMPENSATION**

Compensation for this project will be lump sum for \$37,900.00

Design Fee	
ENGINEERING DESIGN	\$ 29,500.00
SURVEYING & BASE MAPPING	\$ 2,750.00
GEOTECHNICAL	\$ 4,150.00
EXPENSES	\$ 1,500.00
TOTAL DESIGN FEE	\$ 37,900.00

**ATTACHMENT D
OWNER'S RESPONSIBILITIES**

Owner shall perform and provide the following in a timely manner so as not to delay the Services of HNTB, and HNTB may rely on the accuracy and completeness of the following:

1. Authorize HNTB in writing to proceed [authorization to proceed is given by the execution of this Agreement].
2. Place at HNTB's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data relative to the design or construction of the Project.
3. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of HNTB's Services.
4. Make Owner's facilities available to HNTB as required for performance of the Services under this Agreement.
5. Require all construction contracts to include provisions requiring Contractors to indemnify Owner and HNTB and requiring Contractors to name Owner and HNTB as Additional Insureds on Contractors' liability insurance policies.
6. Give prompt written notice to HNTB whenever Owner becomes aware of any development that does or may affect the scope or timing of HNTB's Services, or any defect in the Services of HNTB or its subconsultants, or the work of construction Contractors.
7. Advise HNTB of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between Town of Addison (Owner) and HNTB Corporation (HNTB), for the following reasons:

1. Owner intends to reconstruct existing asphalt pavement south of existing hangars along Richard Byrd Drive for an approximate distance of 1100-feet along the hangars at the Addison Airport, Addison, Texas (the Project); and,
2. Owner requires certain professional engineering services in connection with the Project (the Services); and,
3. HNTB is prepared to provide the Services.

In consideration of the promises contained in this Agreement, Owner and HNTB agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be June 26th 2003.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas.

ARTICLE 3 - SCOPE OF SERVICES

HNTB shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

HNTB shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

Owner shall pay HNTB in accordance with Attachment C, Compensation.

Notwithstanding anything to the contrary in this Agreement or Attachment C, should the Services under this Agreement include products or services that are commercially priced by HNTB, such amounts shall be invoiced to Owner at the catalog price(s) offered by HNTB and are not subject to audit on the basis of costs incurred.

Invoices shall be due and payable upon receipt. Owner shall give prompt written notice of any disputed amount and shall pay the remaining amount. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal. Owner shall pay HNTB's reasonable attorneys' fees incurred in connection with any litigation instituted to recover invoice amounts.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment D, Owner's Responsibilities.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express

or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and HNTB's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and HNTB agree to allocate and limit such liabilities in accordance with this Article. Indemnification. HNTB agrees to indemnify and hold the Owner harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by HNTB's negligent acts, errors, or omissions arising out of its performance of the Services. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of HNTB and Owner, they shall be borne by each party in proportion to its own negligence.

Limitation of Liability. To the fullest extent permitted by law, the total aggregate liability of HNTB and its subconsultants to Owner for all judgments, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed the total compensation actually received by HNTB under this Agreement.

Consequential Damages. To the fullest extent permitted by law, HNTB shall not be liable to Owner for any consequential damages resulting in any way from the performance of the Services.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, HNTB shall maintain the following insurance:

- (a) General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance, with a combined

single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

HNTB shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. Owner shall require all Project contractors to include Owner and HNTB as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both Owner and HNTB, each to the same extent.

HNTB and Owner waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services. If the Services result in a construction phase of the Project, a similar provision shall be incorporated into all construction contracts entered into by Owner and shall protect Owner and HNTB to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

HNTB shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to HNTB, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to HNTB in Attachment A, Scope of Services.

In the event the Owner requests HNTB to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to HNTB for review at least 15 days prior to the requested date of execution. HNTB shall not be required to execute any certificates or documents that in any way would, in HNTB's sole judgment, (a) increase HNTB's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in HNTB having to certify, guarantee or warrant the existence of conditions whose existence HNTB cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because HNTB has no control over the cost of labor,

materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, HNTB's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. HNTB does not guarantee that proposals, bids, or actual Project costs will not vary from HNTB's cost estimates or that actual schedules will not vary from HNTB's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by HNTB pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by HNTB for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to HNTB. Owner shall indemnify and hold harmless HNTB and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle HNTB to additional compensation at rates to be agreed upon by Owner and HNTB.

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Except as otherwise provided herein, documents, drawings, and specifications prepared by HNTB and furnished to Owner as part of the Services shall become the property of Owner; provided, however, that HNTB shall have the unrestricted right to their use. HNTB shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of HNTB.

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This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to HNTB. HNTB shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay HNTB for all the Services performed plus termination or suspension expenses. Upon restart of suspended

Services, an equitable adjustment shall be made to HNTB's compensation and the Project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

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Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

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Any notice required by this Agreement shall be made in writing to the address specified below:

Owner:

Mr. Mike Murphy, P.E.
Town of Addison
5300 Beltline Road
P.O. Box 9010
Addison, Texas 75001-9010

HNTB:

Mr. Jerry D. Holder, Jr., P.E.
5910 W. Plano Parkway, Suite 200
Plano, Texas 75093

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Owner and HNTB.

ARTICLE 17 - DISPUTES

In the event of a dispute between Owner and HNTB arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the

dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

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HNTB hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations.

HNTB affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is HNTB's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

HNTB further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

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A waiver by either Owner or HNTB of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the

entire and integrated agreement between Owner and HNTB. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

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Owner and HNTB each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither Owner nor HNTB shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not

be unreasonably withheld; provided, however, HNTB may assign its rights to payment without Owner's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent HNTB from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

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The Services provided for in this Agreement are for the sole use and benefit of Owner and HNTB. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and HNTB.

IN WITNESS WHEREOF, Owner and HNTB have executed this Agreement.

Town of Addison
(Owner)

Signature _____

Name _____

Title _____

Date _____

HNTB Corporation
(HNTB)

Signature _____

Name: Benjamin J. Biller

Title: Vice President

Date: July 3, 2003

**ATTACHMENT A
SCOPE OF SERVICES**

1. **Basic Services**
 - a. **Survey Project Site**
 - b. **Design Phase(s)**
 - Preparation of plans and specifications for the bidding and construction of the pavement south of the existing hangars located on Richard Byrd Drive.
 - a. Pavement design
 - b. Drainage design
 - c. Sequence of construction
 - d. Traffic control
 - Develop an Engineers Opinion of Probable Cost for the project
 - c. **Bidding and Negotiating**
 - Prepare advertisements for bid
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 - Prepare necessary addenda and respond to bidders questions
 - Prepare bid tabulation
 - Recommend a bidder for the award of the construction contract after performing reference checks

2. **Additional Services**
 - a. **None**

**ATTACHMENT B
SCHEDULE**

This project will begin upon receipt of a written Notice to Proceed. Preparation of plans and specifications will follow the schedule set forth below:

SurveyingWeek 1
GeotechnicalWeek 1 and 2
Preliminary DesignWeek 2 thru Week 5
Review by Town of Addison.....Week 6
Final DesignWeek 7 and Week 8

**ATTACHMENT C
COMPENSATION**

Compensation for this project will be lump sum for \$37,900.00

Design Fee	
ENGINEERING DESIGN	\$ 29,500.00
SURVEYING & BASE MAPPING	\$ 2,750.00
GEOTECHNICAL	\$ 4,150.00
EXPENSES	\$ 1,500.00
TOTAL DESIGN FEE	\$ 37,900.00

**ATTACHMENT D
OWNER'S RESPONSIBILITIES**

Owner shall perform and provide the following in a timely manner so as not to delay the Services of HNTB, and HNTB may rely on the accuracy and completeness of the following:

1. Authorize HNTB in writing to proceed [authorization to proceed is given by the execution of this Agreement].
2. Place at HNTB's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data relative to the design or construction of the Project.
3. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of HNTB's Services.
4. Make Owner's facilities available to HNTB as required for performance of the Services under this Agreement.
5. Require all construction contracts to include provisions requiring Contractors to indemnify Owner and HNTB and requiring Contractors to name Owner and HNTB as Additional Insureds on Contractors' liability insurance policies.
6. Give prompt written notice to HNTB whenever Owner becomes aware of any development that does or may affect the scope or timing of HNTB's Services, or any defect in the Services of HNTB or its subconsultants, or the work of construction Contractors.
7. Advise HNTB of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.