

2000-3 Arapaho Road
URS Agreement / Dallas Interlocal Hold Harmless
2004

1-2000 1721145
S
KLOPP



Oxford

ESSEITE

NO. 753 1/3

10%



To John Hill
For Signature
Contract of Sale
Midway Centurian
e

EASEMENT

Via Courier

2-27-03

DISTRIBUTION

DATE:

3-18-03

TO:

Mike

FROM:

Michele Covino, Sr. Manager's Office

SUBJECT:

Cawles & Thompson Invoice

RETURNED 3/18/03

Attached items for your review

1

5

2

6

3

7

4

8

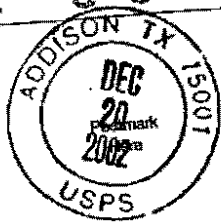
Review, date, and return to me ASAP for payment processing

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

7109 9719 0004 0860 0002

OFFICIAL USE

Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42



Sent To **RANDY LEE**
ACCOR ECONOMY LODGING
 Street, Apt. No.;
 or PO Box No. **14651 DALLAS PKWY STE 500**
 City, State, ZIP+4 **DALLAS, TEXAS 75254**
 PS Form 3800, April 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Received by (Please Print Clearly) D. MATTHEWS B. Date of Delivery Dec 20 2002</p> <p>C. Signature X Brian M. <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p>RANDY LEE VICE PRESIDENT ACCOR ECONOMY LODGING 14651 DALLAS PKWY. STE 500 DALLAS, TEXAS 75254</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Copy from service label)</p>	<p>7002 0860 0004 9719 7109</p>

is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services. *For #115,000*
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

ink you for using Return Receipt Service.

3. Article Addressed to:

DALLAS County Clerks office
500 MAIN st.
DALLAS, Tx 75202

4a. Article Number
7001 0360 0000 8653 301

4b. Service Type

- Registered
- Express Mail
- Return Receipt for Merchandise
- Certified
- Insured
- COD

7. Date of Delivery
5-15-03

5. Received By: (Print Name)

8. Addressee's Address (Only if requested)

6. Signature: (Addressee or Agent)

Angelina Smith

PS Form 3811, December 1994

Mike,
This is a copy of the
certified receipt - showing
signature of person receiving
sketch - Original has been
attached to paperwork.
#115,000 - For #18890
#27,537 #18989
#

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT

WHEREAS, the Town of Addison, Texas, a Texas municipal corporation (hereinafter called "Addison"), is in the process of expanding, extending and improving a public street known as Arapaho Road (the "Arapaho Road Improvement Project"); and

WHEREAS, the City of Dallas, Texas, a Texas municipal corporation (hereinafter called "Dallas"), is the holder of an easement for the construction, operation and maintenance of a water main (the "easement"), which easement is partially located within the limits of the Arapaho Road Improvement Project; and

WHEREAS, the Grantors of the said easement reserved for themselves, their heirs and assigns, the right to construct roadways over and across said easement, subject to review and approval of plans by the Superintendent of the Water Department of the City of Dallas; and

WHEREAS, the Arapaho Road Improvement Project includes the construction of an elevated bridge (the "Arapaho Bridge") over a portion of the easement; and

WHEREAS, Addison has submitted preliminary plans for the construction of the Arapaho Road Improvement Project, including preliminary plans for the construction of the Arapaho Bridge, to Dallas for its review and approval; and

WHEREAS, Dallas has reviewed said preliminary plans and finds them acceptable; and

WHEREAS, Dallas and Addison desire to enter into an agreement for the design of certain improvements by Dallas to its water main facilities located within the easement and within the limits of the proposed Arapaho Road Improvement Project from Surveyor Boulevard to Addison Road, the installation of such improvements by Addison, and to address certain matters with respect to the Arapaho Bridge; and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for a local government to contract with one or more other local governments to perform governmental functions and services under the terms of the Act;

NOW, THEREFORE, this Interlocal Agreement ("Agreement") is hereby made and entered into by Dallas and Addison for the mutual consideration stated herein:

WITNESSETH:

I.

The above and foregoing premises to this Agreement are true and correct and are incorporated herein and made a part hereof.

II.

Dallas hereby desires to replace the existing forty-eight-inch (48") water valve and manhole with a new sixty-inch (60") water valve and vault and all appurtenances thereto (hereinafter together called "Valve and Vault"), and to lower approximately 70 linear feet of the existing 60" water main (hereinafter called the "Water Main"), located within the limits of the proposed Arapaho Road Improvement Project from Surveyor Boulevard to Addison Road as shown in Exhibit A attached hereto and incorporated herein.

III.

Dallas hereby agrees to be responsible for the design and approval of all engineering plans, specifications and design changes related to the Valve and Vault, and to provide such plans and specifications to Addison for inclusion into the proposed Arapaho Road Improvement Project. Addison hereby agrees to be responsible for the design and approval of all engineering plans, specifications and design changes related to the lowering of the Water Main, and to provide such plans and specifications to Dallas for approval, which approval shall not be unreasonably denied.

IV.

Addison agrees to solicit and to award a bid in Addison's sole discretion for the installation of the Valve and Vault and the lowering of the Water Main in connection with and as part of the Arapaho Road Improvement Project.

V.

Dallas agrees to provide the valve and to be responsible for the cost of design and engineering of the Valve and Vault, including, without limitation, the specifications for the installation and construction thereof, and to reimburse or provide funds to Addison for the total cost of materials and installation of said Valve and Vault. Costs for the Valve and Vault, including, without limitation, costs for all materials and the installation and construction thereof, shall be based on actual construction bids received by Addison and any changes thereto (i.e., a change order) in connection with the construction of the Arapaho Road Improvement Project. Dallas hereby represents that funding for all such costs is or shall be available at the time of the award of a bid for the construction of the Arapaho Road Improvement Project. Dallas shall reimburse or provide funds to Addison in accordance with this paragraph within 30 days after execution by the Town of Addison of any contract in connection with materials, installation or construction of the Valve and Vault. Addison agrees to be responsible for the cost of design, engineering, and construction of the lowering of the Water Main, including, without limitation, the specifications for the construction thereof, and to provide funds for the total cost of materials in connection with the lowering of said Water Main. Costs for the lowering of the Water Main, including, without limitation, costs for all materials and the installation and construction thereof, shall be based on actual construction bids received by Addison and any changes thereto (i.e. a change order) in connection with the construction of the Arapaho Road Improvement Project.

VI.

Addison agrees to provide for the construction administration of the Valve and Vault and the lowering of the Water Main.

VII.

Dallas agrees to provide construction inspection of the Valve and Vault and the lowering of the Water Main.

VIII.

Dallas hereby agrees to design the Valve and Vault and Addison hereby agrees to design the lowering of the Water Main in accordance with the North Central Texas Council of Governments Standard Specifications for Public Works Construction (Third Edition 1998) and the Dallas Water Utilities Addendum to the Standard Specifications for Public Works Construction (December 1998).

IX.

Addison hereby agrees to immediately advise Dallas of any and all design or construction changes to the Valve and Vault or the lowering of the Water Main which may occur or which may be required during construction. Dallas hereby agrees to review and approve any such design change within 10 days after Addison advises Dallas of such change.

X.

Dallas hereby agrees to reimburse Addison for any increase in cost in connection with the installation of the Valve and Vault upon completion and final acceptance of the work by Addison and Dallas.

XI.

Dallas agrees to and does hereby approve and consent to the plans and specifications submitted by Addison for the design, engineering, and construction of the Arapaho Road Improvement Project, and including without limitation construction of the Arapaho Bridge over, across, within, under, and upon Dallas' water main easement.

XII.

Addison and Dallas agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible in accordance with the laws of the State of Texas for its own acts, forbearance, negligence and deeds, and for those of its officers, agents or employees in conjunction with the performance of work covered under this Agreement. Dallas is solely responsible for review and approval for the sufficiency, form, content, and engineering requirements for the design of the Valve and Vault, and for any adjustments to Dallas' existing and proposed water appurtenances.

XIII.

During the construction of the Arapaho Road Improvement Project and subject to the other terms and conditions of this Agreement, the Town of Addison agrees to indemnify and hold harmless Dallas from and against any and all claims or suits for any injuries, damages, loss, or liability, due to a failure of the water main to the extent that such failure is caused by the negligence of Addison in the construction of the Arapaho Road Improvement Project and to the extent that Addison would be legally liable; provided, however, that this indemnity and hold harmless is subject to and is not intended to and shall not waive nor be deemed to waive any immunity that the Town of Addison or any of its officials, officers, employees, or agents may be

entitled to, and that in giving such indemnity and hold harmless Addison does not waive any defense afforded to it by federal or Texas law. Further, such indemnity and hold harmless is and shall be subject to and shall not exceed the monetary limitations of damages as set forth in the Texas Tort Claims Act or any successor statute thereto.

XIV.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not create or grant any rights, contractual or otherwise, to any other person or entity.

XV.

This Agreement may not be assigned or transferred by any party without the prior written consent of the other party.

XVI.

Any notice provided for in this Agreement to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered, or three (3) business days after being deposited in the United States Mail, postage prepaid, certified, return receipt requested, or registered addressed as follows:

To Addison:

Town of Addison
Michael Murphy, P.E.
Director of Public Works
P.O. Box 9010
Addison, Texas 75001

To Dallas:

City of Dallas
Water Utilities Department
Relocations Manager
2121 Main Street, Suite 400
Dallas, Texas 75201

Either party may change its address for notice by giving the other party notice thereof.

XVII.

This Agreement has been duly executed and delivered by all parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns. Each person executing this Agreement on behalf of each party represents and warrants that the person has full right and authority to enter into this Agreement.

XVIII.

This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

XIX.

Notwithstanding any other provision of this Agreement, this Agreement shall be expressly subject to the governmental immunity of Addison and Dallas, Title 5 of Texas Civil Practice and Remedies Code, and all applicable federal and state law. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. Exclusive venue for any legal action regarding this Agreement filed by either Addison or Dallas shall be in Dallas County, Texas.

XX.

Words of any gender used in this Agreement shall be held and constructed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

XXI.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

XXII.

In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

XXIII.

This Agreement embodies the complete agreement of the parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters in this Agreement and, except as otherwise provided herein, cannot be modified without written supplemental agreement of the parties to be attached to and made a part of this Agreement.

XXIV.

This Agreement becomes effective upon the date of its execution, which execution date is deemed to be the date the last of the parties signs this Agreement, and shall terminate when the installation of the Valve and Vault has been accepted by Addison and Dallas as completed. Dallas hereby agrees that design of the Valve and Vault will not commence until this Agreement has been fully executed by Addison and Dallas.

Executed as of the _____ day of _____, 2004, hereafter deemed to be the Effective Date of this Agreement.

TOWN OF ADDISON
RON WHITEHEAD
City Manager

CITY OF DALLAS
MARY K. SUHM
Interim City Manager

By: _____

By: _____

APPROVED AS TO FORM:
KEN DIPPEL, City Attorney

APPROVED AS TO FORM:
MADELEINE B. JOHNSON, City Attorney

City Attorney

By: _____
Assistant City Attorney

STATE OF TEXAS

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COUNTY OF DALLAS

Before Me, the undersigned notary public in and for said county and state, on this _____ day of _____, 2004, personally appeared Mary K. Suhm, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which he acted, executed the instrument, for the uses and purposes therein set forth.

Notary Public, State of Texas
Print Name: _____

My Commission Expires:

[SEAL]

STATE OF TEXAS

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COUNTY OF DALLAS

Before Me, the undersigned notary public in and for said county and state, on this _____ day of _____, 2004, personally appeared Ron Whitehead, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which he acted, executed the instrument, for the uses and purposes therein set forth.

Notary Public, State of Texas
Print Name: _____

My Commission Expires:

[SEAL]

3/5/03

MIKE - I REVIEWED THIS AGREEMENT, WITH THE FOLLOWING COMMENTS.

Steve C.

HOLD HARMLESS AGREEMENT

WHEREAS, the City of Dallas, Texas ("^{60" DIAMETER}Dallas") is the owner of a permanent easement for the purpose of constructing and maintaining a city water main (the "water main") on ^{CERTAIN} property ^{PROPERTIES} generally located ~~at~~ _____ within the Town of Addison, Texas ("Addison") and more particularly described in Exhibit A, which is attached hereto and incorporated herein for all purposes (the "Property"); and

GRANTEES? ←

"PROPERTIES"

WHEREAS, the Grantors of the said easement reserved for themselves, their heirs and assigns, the right to construct roadways over and across said easement, subject to review and approval of plans by the Superintendent of the Water Department of the City of Dallas; and

WHEREAS, Addison has either obtained or is in the process of obtaining ~~street rights~~ - of-way/easements for the purpose of constructing an elevated bridge (the "Arapaho Bridge") over a portion of the ^{PROPERTIES} Property in connection with the extension and expansion of Arapaho Road; and

NATELY

WHEREAS, it is anticipated that the construction of the Arapaho Bridge will begin ^{APPROX-} during the month of OCTOBER, 2003 and will be completed by the end of the calendar year 2005 (the "Bridge construction period"); and

~~W/DRUGS/REASONS/AS~~

WHEREAS, Addison has submitted ^{W/DRUGS/REASONS/AS} plans for the construction of the said Arapaho Road extension and expansion, including plans for the construction of the Arapaho Bridge, to Dallas for its review and approval; and

WHEREAS, Dallas has reviewed said plans and finds them acceptable subject to this agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Town of Addison, Texas and the City of Dallas, Texas hereby agree as follows:

1. The foregoing premises are true and correct and are incorporated herein for all purposes.
2. The City of Dallas agrees to and does hereby approve and consent to the plans submitted by the Town of Addison for the construction of the extension and expansion of Arapaho Road, and including construction of the Arapaho Bridge over, across, under, and upon the ^{PROPERTIES} Property.
3. During the Bridge construction period and subject to the other terms and conditions of this Agreement (including paragraph 5 hereof), the Town of Addison agrees to indemnify and hold harmless the City of Dallas from and against any and all claims or suits for any injuries, damages, loss, or liability, due to a failure of the water main to the extent such failure is caused by Addison, its contractors, or subcontractors in the construction of the Arapaho Bridge; provided, however, that this indemnity and hold harmless is not intended to and shall not waive nor be deemed to waive any immunity that the Town of Addison or any of its officials, officers, employees, or agents may be entitled to, and that in giving such indemnity and hold harmless Addison does not waive any defense afforded to it by federal or Texas law. Further,

such indemnity and hold harmless is and shall be subject to and shall not exceed the monetary limitations of damages as set forth in the Texas Tort Claims Act or any successor statute thereto.

6. This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not create or grant any rights, contractual or otherwise, to any other person or entity.

7. In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas govern the validity, construction, enforcement and interpretation of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

8. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by both parties.

9. The undersigned officers or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other acts extending such authority have been duly passed and are now in full force and effect.

10. This Agreement becomes effective when signed by the last party whose signature makes the agreement fully executed.

11. This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

TOWN OF ADDISON, TEXAS

CITY OF DALLAS, TEXAS

BY: _____
CITY MANAGER

BY: _____
CITY MANAGER

DATE: _____

DATE: _____

ATTEST:

ATTEST:

BY: _____
CITY SECRETARY

BY: _____
CITY SECRETARY

STATE OF TEXAS
COUNTY OF DALLAS

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BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2003, personally appeared Ron Whitehead, City Manager for the Town of Addison, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

[S E A L]

STATE OF TEXAS
COUNTY OF DALLAS

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BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2003, personally appeared Teodoro J. Benavides, City Manager for the City of Dallas, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

[S E A L]

DRAFT

**REQUEST FOR STATEMENTS OF QUALIFICATIONS
RIGHT-OF-WAY/EASEMENT ACQUISITION
SERVICES CONTRACT**

*MIKE / SIM -
FOR YOUR
REVIEW.
Steve*

TOWN OF ADDISON

The Town of Addison is presently accepting Statements of Qualifications from engineering firms for a Right-of-Way/Easement Acquisition Services contract. Specifics are as follows:

- a. One firm with related experience will be selected, (see exhibit A).
- b. The selection shall be for a minimum period of two (2) years.
- c. The firm may be authorized to perform certain Right-of-way/Easement acquisition services on any individual project, as selected by the Town of Addison Public Works Department.
- d. Subsequent to selection for a project, the firm will negotiate actual scope of work and associated fee with the Town of Addison by submitting a written proposal.
- e. The firm to be selected shall be determined by the Director of Public Works, and his decision shall be final.

Most Projects consist of Right-Of-Way/Easement acquisition, including parcel appraisals, imminent domain proceedings, title searches, etc. Firms may submit and represent their qualifications as Right-of-way/Easement Acquisition candidates.

Addison will accept written Statements of Qualifications (SOQ) from firms until 5:00 p.m. April 4, 2003. Four (4) copies of the SOQ shall be submitted. The SOQ should contain a maximum number of thirty (30) single sided pages on 8.5 " x 11" paper. The SOQ should provide enough information to demonstrate the firm's ability to complete the project. The SOQ shall designate the individuals who will be assigned to the project, and resumes for each individual. A list of similar projects in scope and size that the firm has recently completed shall be provided. For each project, a description shall be provided along with the project cost, completion date, names of proposed team members involved in the project, name of the client, contact person, and phone number of the contact person. The Town of Addison currently has a disadvantaged business enterprise (DBE) goal of 15% where Dart-LAP monies are utilized.

All written Statements of Qualification submitted shall be evaluated by the selection committee, which will be made up of Michael Murphy, P.E., Director of Public Works, James C. Pierce P.E., Assistant Director of Public Works, Steven Z. Chutchian, P.E., Assistant City Engineer, and Luke Jalbert, Project Manager. If it is deemed necessary, the top ranking firms will be asked to meet with the Town and make oral presentations.

Interested firms should direct questions and submit Statements of Qualifications to:

Mailing:	Steven Z. Chutchian, P.E. Assistant City Engineer P.O. Box 9010 Addison, Texas 75001-9010	Street:	16801 Westgrove Addison, Texas
Phone:	(972) 450-2886	Fax:	(972) 450-2837

Project Schedule: The firm shall develop a Project Schedule to maximize the efficient use of all available resources. This schedule will identify all tasks required for the timely and economical completion of the project.

EXHIBIT A **SCOPE OF WORK**

PROPERTY OWNERSHIP: The Town shall provide a preliminary map that reflects the project. Provide the services of qualified right-of-way agents to verify, from the appropriate County Appraisal District (CAD) records and other sources, the apparent ownership, address, and telephone number for each parcel shown on the preliminary Map. This information and a copy of the recorded deed of that ownership shall be provided to the Owner, for use or for distribution to any third party the owner may desire.

RIGHT OF ENTRY: The firm shall contact the property owners for survey permission.

DOCUMENT PREPARATION: Using the conveyance instrument forms authorized and/or furnished by the Town, the firm shall assemble the legal descriptions, conveyance instruments and other documents required for the negotiation of each individual parcel.

APPRAISALS: The firm shall prepare and provide a written appraisal of each parcel to be acquired. The Town shall furnish appropriate legal description(s) and plat(s) that show the parcel(s) to be appraised. State certified appraisers shall be used to prepare the written appraisals. The firm shall review each appraisal for accuracy and adherence to sound appraisal principles. The appraisals will be submitted to the Town by the firm with a recommendation as to the amount of just compensation to be offered for the purchase of each parcel.

REVIEW OF APPRAISAL DISTRICT VALUATION: The firm shall attempt to acquire the parcels by donation. If this attempt is not successful, the firm shall provide the Town with the assessed tax value of each parcel as determined by the appropriate County Appraisal District. Based on the assessed values, the firm shall review these values and general knowledge of factors affecting real estate values, submit to the Town a recommended range of just compensation to be offered for the parcels to be acquired.

DETERMINATION OF INITIAL OFFER: The Town is responsible for the determination of the initial value to be offered and for an range of values to be allowed in the negotiating process. The firm shall provide recommendations to the Town and will be available to provide input to this value decision; however, the final determination is the sole responsibility of the Town.

NEGOTIATION: The firm shall provide the services of qualified right-of-way agents to secure the parcel to be acquired. The Town will provide right-of-way plats/maps and plans of the proposed construction and copies of aerial photography (if available) for use in the negotiating efforts.

The firm shall negotiate on behalf of the Town and will provide the property owner a copy of the approved appraisal or a copy of the just compensation determination. The firm shall also utilize the conveyance documents and other necessary forms as prescribed by the Town, and as approved in accordance with the paragraph entitled **DOCUMENT PREPARATION**.

The firm shall provide a good faith effort to acquire all the required parcels through a negotiation process that will generally consist of no less than three or no more than five contacts with the property owner or his authorized representative. If more than five contacts with the property owner or his authorized representative are necessary, the firm shall receive prior authorization from the Town before making such additional contacts with the property owner or his authorized representative. Usually no more than this number of contacts will be necessary to reach an agreement with the property owner or to determine that further negotiations will be non-productive and that eminent domain actions will be necessary to acquire the property. If factors exist that require expeditious acquisition of the property, overnight travel to meet with an absentee owner may be desirable. The Town must specifically authorize such travel.

The initial offer made to the property owner shall be the value approved pursuant to the provisions in the paragraph entitled **DETERMINATION OF INITIAL OFFER**. In the event the property owner makes a counter offer(s) which include payment above the amounts offered, special clauses, revised conveyance documents or any other changes, these requests will be presented by the firm to the Town for consideration. The Town must approve such counter offers before the agent will be authorized to agree to the requested changes. All monetary offers made to the property owners in the various stages of the negotiation shall be within the limits authorized by the Town pursuant to the paragraph entitled **DETERMINATION OF INITIAL OFFER**.

At the time negotiations are successfully concluded the agent will make arrangements for the closing of the transaction. The payment to the property owner and the closing procedures will be in compliance with the procedures defined in the paragraph entitled **CLOSING PROCEDURES**.

In the event these good faith efforts fail to produce a satisfactorily negotiated transaction, the firm may recommend that the Town use its power of Eminent Domain to acquire the appropriate property interests. Upon approval of the Town, the firm shall send a final offer letter to the property owner.

CLOSING PROCEDURES: If a title company is used, the firm shall coordinate the required flow of information. Upon the Town's request and authorization, the firm shall perform curative services to clear the exceptions listed in the title commitment. If a title company is not used, the firm shall provide the Town with signed documents, and the Town will either mail or the agent will deliver a check to the property owner.

- **CONDEMNATION:** After the final letter has been submitted, if requested by the Town, the firm shall prepare and furnish to the legal advisor a “file package” consisting of the legal description, appropriate sketches, right-of-way agent reports, final offer letter, and other information for the legal advisor’s use in the required condemnation action. Upon the Town’s request, the firm shall provide the necessary services to assist the Town and/or its legal advisor with the following tasks in support of the Town’s use of its power of Eminent Domain in acquiring the required property interests.
- **UPDATED APPRAISAL:** If requested and authorized by the Town and/or its legal advisor, the firm shall secure an updated appraisal for each parcel to be condemned. The firm shall also provide the services of a qualified appraiser, assign the appraisal, review the completed appraisal report and furnish the appraisal information to the Town’s legal advisor for use in the condemnation hearing.
- **UPDATED TITLE INFORMATION:** If requested and authorized by the Town and/or its legal advisor, the firm shall obtain updated title information for each parcel to be condemned. The firm shall also secure from the Title company an updated title commitment on each parcel to be condemned and furnish it to the Town’s legal advisor.
- **VALUATION TESTIMONY:** If requested and authorized by the Town and/or its legal advisor, the firm shall provide coordination as required for a witness to present valuation testimony at the special commissioners hearings or any trial proceedings and for the preparation of the testimony. The firm shall also provide, if required, a right-of-way agent to testify as to negotiation efforts.

DOCUMENTATION: A general file will be established for the project by the firm, and a separate file will be established for each parcel to be acquired. The general file will consist of all communications in connection with the project that are not parcel specific. The parcel file will contain records of all written and verbal communications regarding a specific parcel. Upon completion of the project the supporting files will be submitted to the Town.

Written documentation will be maintained for each property by the firm, including the name, address and telephone number of the property owner and tenant, the property owner’s verification of title information, the authorized negotiation price including the documentation utilized therein, and a copy of the conveyance and curative documents.

Any contact with or attempt to contact the parcel owner or his representative, whether written, by telephone, or in person will be documented by the firm with a written report placed in the parcel file. Each report shall document the date, time, place, parties involved in the contact and the current monetary offer for the property. The report should contain the essence of the conversation between the parties, including any objection or counter offer by the property owner and the responses thereto. The report of the initial contact will contain a verification of the information such as the name, address and telephone number of the current ownership. It should also contain verification of information concerning tenants, mortgages, leases, contracts of sale, etc.

The firm shall provide the Town periodic progress reports on the project. The reports will be issued on intervals agreed upon by the Town at the organizational meeting at the beginning of the project.

PERMITS: When requested and authorized by the Town, the firm shall obtain authorization from governmental entities and utility companies for the crossing and/or occupying their property for the facilities to be constructed on this project. The firm shall contact the agency involved to determine their requirements for the crossing and/or occupancy and to prepare the agreement(s) for the placement of the proposed construction. The Town will be responsible for the determination of the conflict, if any, between the facilities and for the preparation of the plans, specifications, and sketches of the proposed construction that will avoid the conflict.

EXTRA WORK: In the event the **SCOPE OF WORK** is expanded or the Town requests extra work be performed, the parties shall negotiate the fees for such service prior to the performance of the services.

COMPENSATION FOR SERVICES: Unless otherwise provided herein, compensation paid will be actual costs as agreed upon with the Town and will be calculated using the costs in accordance with an established schedule on a "not to exceed basis."

The maximum cost for each project will be estimated based on a task order from the Town. The firm shall provide an estimate of costs to the Town for budgetary purpose calculated using the above rates This is not to be construed to be a "per parcel bid" but is included as a guide for budgetary purposes.

PAYMENT FOR SERVICES: Submit to the Town a monthly statement at the end of each month for services rendered.

PROJECT CLOSURE PROCEDURE: Upon completion of the project, the firm shall deliver all files to the town. A final list of property owners with names and addresses will be submitted with these files.

**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.

In the event of Force Majeure, the obligations of URS to perform the Services and the obligations of the Client hereunder shall be suspended for the duration of the event of Force Majeure. In such event, the Time Schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for sixty (60) consecutive days or more by such Force Majeure, either URS or the Client may, upon at least 5 days prior written notice, terminate this Agreement and the affected Work Order. In the case of such termination, URS shall be compensated in accordance herewith for all work properly performed to the date of termination. In the event of such termination of this Agreement and the Work Order, no amount shall be due for lost or anticipated profits.

ARTICLE VIII - Right of Entry. If Client is the owner of the project site, URS shall have access to the project site at all reasonable times for the purpose of providing the Services. If Client is not the owner of the project site, Client shall use its commercially reasonable efforts to obtain permission for URS to have access to the project site for such purpose. If such permission cannot be obtained, URS will not be liable for the delay in time or its ability to perform the Services at the site.

ARTICLE IX - Documents. Upon payment to URS for work properly performed, drawings, designs, plans, specifications, reports, information, and other documents or materials in whatever form or format (together, "Drawings") prepared by or for URS in connection herewith belong to, and remain the property of, the Client for its exclusive reuse at any time without further compensation and without any restrictions. Reuse of any such Drawings (whether in final form or not) by Client on any extension of this project or any other project without the written authorization of URS shall be at Client's sole risk. URS shall have the right to retain copies of all such materials.

Drawings shall be submitted to the Client for the Client's approval, and the same shall comply with all applicable laws, statutes, ordinances, codes and regulations. Notwithstanding Client's approval of any of the Drawings, URS warrants and represents that the Drawings, as the same may be amended or supplemented by URS, shall, to the best of URS' knowledge, information and belief as engineers performing the practice of engineering in accordance with the standards, duties, and obligations set forth in this Agreement and the Work Order, be sufficient and adequate for construction of the project for which the Services are provided, shall be free from material error, and shall be satisfactory to the Client. In accordance with the standard of care, URS agrees that if the design of the project should be defective in any way, URS will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by URS' defective design. In the event it is determined that any Drawings are so defective, URS shall promptly correct any defective Drawings at no cost to the Client. The Client's approval, acceptance, use of or payment for all or any part of the Services under this Agreement or the Work Order shall in no way alter URS' obligations or the Client's rights hereunder. Approval by the Client of any of URS' Drawings or work, or the use of or payment for all or any part of the Services, shall not constitute nor be deemed a release of the responsibility and liability of URS, its employees, contractors, subcontractors, agents and consultants for the accuracy and competency of the same, nor shall such approval be deemed to be an assumption of or an indemnification for such responsibility or liability by the Client for any defect, error or omission in such Drawings or work, it being understood that the Client at all times is ultimately relying on URS' skill and knowledge in preparing the Drawings.

ARTICLE X - Termination.

A. Client may at any time terminate all or any portion of the Services, or abandon or defer the project (or any part thereof) for which the Services are being provided, for convenience, at its option and in its sole discretion, by sending a written notice within ten (10) days of such termination, abandonment or deferral to URS. If the project (or portion thereof) for which the Services are being provided is abandoned or deferred by Client, Client shall have the right to restore and reinstate the project and the Services hereunder within one (1) year of such abandonment or deferral; provided, however, that if the abandonment or deferral is for more than 90 consecutive days, such restoration and reinstatement shall be subject to renegotiation of URS' compensation.

B. Either party can terminate this Agreement and Work Order for cause if the other party:

- (i) commits a material breach of this Agreement, and
 - (a) such breach remains uncured for a period of 7 days after notice thereof (which notice shall specifically identify the breach) is received by the breaching party, or
 - (b) if the breach cannot with diligence be cured within said 7 day period, if within such 7 day period the breaching party provides the non-breaching party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such failure, and thereafter prosecutes the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity, not to exceed 30 days following the occurrence of the breach, or
- (ii) becomes insolvent.

Termination for cause shall be effective ten (10) days after receipt of a Notice of Termination, unless a later date is specified in the Notice.

C. URS shall cease all work and labor being performed under this Agreement immediately upon receipt of the notice of termination (whether for convenience or for cause).

D. In the event this Agreement is terminated for any reason (whether for convenience or for cause), URS shall invoice Client for all work properly completed and shall be compensated in accordance with the terms of this Agreement for all such work accomplished prior to the receipt of the notice of termination. In the event of termination of this Agreement for any reason (whether for convenience or for cause), no amount shall be due for lost or anticipated profits. In the event of any termination and upon payment to URS for the work properly performed by URS, URS shall deliver to the Client all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by or for URS in connection with this Agreement, its Services, and the project.

E. In the event of termination for cause, the parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

ARTICLE XI - No Third Party Rights. This Agreement shall not create any rights or benefits to parties other than Client and URS. No third party shall have the right to rely on URS opinions rendered in connection with the Services without the written consent of URS and the third party's agreement to be bound to the same conditions and limitations as Client.

ARTICLE XII - Assignments. Neither URS nor Client shall have power to and shall not assign, transfer, or otherwise convey its interest, rights, duties, or responsibilities in this Agreement or any part thereof without the prior written consent of the other party, and any such assignment, subletting, transfer or other conveyance shall be deemed a material breach of this Agreement (without an opportunity to cure) and the party which has not attempted to assign, transfer or otherwise convey shall have the right to terminate this Agreement immediately and without further notice; provided, however, that nothing contained in this paragraph shall prevent URS from employing such independent professional associates, sub-consultants, and suppliers as URS may deem appropriate to assist in the performance of the Services. Unless specifically stated to the contrary in any written consent to an assignment or transfer, no assignment or transfer will release or discharge the assignor or transferor from any duty or responsibility under this Agreement.

ARTICLE XIII - Hazardous Substances. All nonhazardous samples and by-products from sampling processes in connection with the Services shall be disposed of by URS in accordance with applicable law; provided, however, that any and all such materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, or hazardous substances (eg, pollutants and contaminants regulated by law) ("Hazardous Substances") from the sampling processes in connection with the Services, shall be packaged in accordance with the applicable law by URS and turned over to Client for appropriate disposal (provided, however, that URS shall first give notice to Client of the existence of such Hazardous Substances). URS shall not arrange for or otherwise dispose of Hazardous Substances under this Agreement. URS, at Client's request, may assist Client in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but URS shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. Client shall sign all necessary manifests for the disposal of Hazardous Substances if Client is required by law to sign such manifests. If Client requires: (1) URS agents or employees to sign such manifests; or (2) URS to hire, for Client, the Hazardous Substances transportation, treatment, or disposal contractor, then for these two purposes, URS shall be considered to act as Client's agent so that URS will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances, and Client shall indemnify URS against any claim or loss resulting from such signing.

ARTICLE XIV - Venue; Dispute Resolution.

A. In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas (state court) or in the northern district of Texas (federal court), as the case may be. The parties agree that the laws of the State of Texas shall apply to the interpretation, validity and enforcement of this Agreement, and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the interpretation, validity and enforcement of this Agreement.

B. In an effort to resolve claims, disputes or other matters in question arising out of or relating to this Agreement or breach thereof, the parties agree that all claims, disputes, or other matters in question shall be submitted to nonbinding mediation as a first step in seeking a resolution of the same.

The dispute shall be mediated by a mutually acceptable third-party to be chosen by the disputing parties within thirty (30) days after written notice by one of them requesting mediation. The disputing parties shall share the costs of the mediation equally. By mutual agreement the parties may postpone mediation until each has completed some specified but limited discovery about the dispute. By mutual agreement, the parties may use a nonbinding form of dispute resolution other than mediation. Any nonbinding dispute resolution process conducted under this Agreement shall be confidential within the meaning of Sections 154.053 and 154.073 of the Texas Civil Practice and Remedies Code, as amended, and any successor statute thereto. If neither a negotiated settlement or mediated resolution is obtained within a reasonable time period, the parties may pursue any available legal or equitable remedy.

Any request for mediation or another form of nonbinding dispute resolution shall be filed in writing with the other party within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation or other form of nonbinding dispute resolution be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

ARTICLE XV - Integrated Writing and Enforceability. This Agreement (together with the Work Order) constitutes the final and complete repository of the agreements between Client and URS relating to the Services and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written. Modifications of this Agreement shall not be binding unless made in writing and signed by an Authorized Representative of each party. The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to

expressing the intention of the parties with regard to the provisions and that saves the validity and enforceability of the provision.

ARTICLE XVI Miscellaneous.

A. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

B. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between URS and Client shall survive the cancellation, expiration or termination of this Agreement. Any rights and remedies either party may have with respect to the other arising out of the performance of services during the term of this agreement shall survive the cancellation, expiration or termination of this Agreement.

C. URS acknowledges that timely performance of its services is an important element of this Agreement and the Work Order. URS will put forth its best efforts to timely complete the Services.

D. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise.

E. URS acknowledges that the project for which the Services are being provided is a public project of the Town of Addison, Texas and is for a public purpose, and that the property on which the project is to be constructed, the improvements to be constructed thereon, and the funds used by Client in connection with the property acquisition and the design and construction of the project are exempt from the filing and enforcement of any liens thereon or with respect thereto and from forced sale. For the consideration set forth herein, URS waives and releases any lien, or claim or right of such lien, which URS has or may have in connection with the Services on or in connection with such property, improvements, and funds, this Agreement and the Work Order.

F. All notices, demands, or requests from one party to another shall be personally delivered or sent by United States mail certified, or registered, return receipt requested, postage prepaid, to the addresses stated below:

To Client:

Addison Service Center
16801 Westgrove Drive
Addison, Texas 75001-5190
Attn: Mike Murphy, Director of Public Works

To URS:

Graystone Centre,
3010 LBJ.Freeway, Suite 1300
Dallas, Texas 75234
Attn: Cliff R. Hall, Project Manager

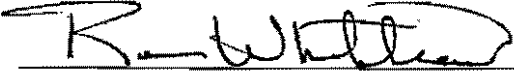
All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box. The addresses and addressees for the purpose hereof may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

G. The Client, without invalidating this Agreement, may request or authorize changes in the Services within the general scope of this Agreement consisting of additions, deletions, or other revisions. Such

changes shall be documented by Change Orders prepared by URS for Client's signature. Client and URS will agree to equitable adjustments in Estimated Costs and Schedule as appropriate for each such change. URS will not proceed with changed Services without written authorization from Client.

THE PARTIES ACKNOWLEDGE that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly.

CLIENT



Signature

Ron Whitehead / City Manager

Typed Name/Title

11-13-02

Date of Signature

URS



Signature

Emily Taylor, P.E. / Vice President

Typed Name/Title

11-11-02

Date of Signature

In accordance with the Agreement for Professional Services between Town of Addison ("Client"), and URS Corporation ("URS"), a Nevada corporation, dated November 11, 2002, this Work Order describes the Services, Schedule, and Payment Conditions for URS Services on the Project known as:

ARAPAHO ROAD BRIDGE AT MIDWAY ROAD
DESIGN DEVELOPMENT & CONTRACT DOCUMENTS

Client Authorized Representative:

Address: Public Works Department, P.O. Box 9010
Addison, TX 75001-9010
Telephone No.: 972.450.2871

URS Authorized Representative:

Address: Emily Taylor, P.E.
Graystone Centre, 3010 LBJ Freeway, Suite 1300
Dallas, TX 75234
Telephone No.: 972.406.6950

SERVICES. The Services shall be described in Attachment A to this Work Order.

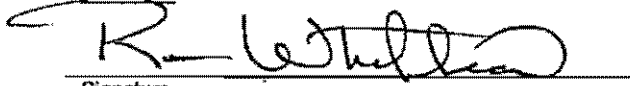
SCHEDULE. The Estimated Schedule shall be set forth in Attachment B to this Work Order. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein. URS acknowledges that timely performance of its services is an important element of this Agreement and the Work Order. URS will put forth its best efforts to timely complete the Services.

PAYMENT. The Services described in Attachment A will be performed for a total fixed amount of **\$550,965.00**; in no event shall the payment by Client for the Services exceed the said amount. A breakdown of this amount is included in Attachment C. Payment shall be made monthly based upon statements submitted to the Client for the work performed.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Order, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Order is acknowledged by the following signatures of the Authorized Representatives.

CLIENT



Signature

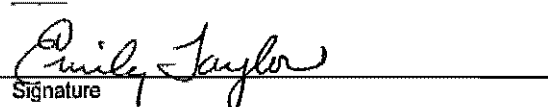
Ron Whitehead / City Manager

Typed Name/Title

11-13-02

Date of Signature

URS



Signature

Emily Taylor, P.E. / Vice President

Typed Name/Title

11-11-02

Date of Signature

**ARAPAHO ROAD BRIDGE AT MIDWAY ROAD
WORK ORDER NO. 001**

**ATTACHMENT A
SCOPE OF SERVICES**

**DESIGN DEVELOPMENT AND CONTRACT DOCUMENTS
FOR THE ARAPAHO ROAD BRIDGE**

URS will provide the engineering, architectural, lighting design and noise study services including plans, specifications and estimates as it relates to Arapaho Road from approximate Station 40+67 to approximate Station 70+28 and as provided in the itemized scope. The construction will consist of an elevated four-lane roadway with sidewalk located within the proposed Arapaho Road right-of-way (ROW) on a tangent alignment. URS shall prepare plans, details and compute quantities for the steel arch bridge (blue-bridge concept as depicted in the concept presentation) over Midway Road, with prestressed concrete beam approaches. Design and details will include all bridge details including any soundwalls located on the bridge. URS will also provide all bridge drainage details to accommodate the drainage in accordance with the Town's Consultant's drainage requirements. URS will also prepare plans, details and compute quantities for any lighting & illumination, and traffic control for the areas under and immediately adjacent to the bridge and retained wall portion of Arapaho Road with the exception of those portions to be prepared by the Town of Addison's Consultant. URS will also prepare architectural details for the bridge, the mechanically stabilized earth (MSE) retaining walls and the sound walls. Additionally, URS will prepare a noise study including ambient noise measurements, modeling and noise analyses. URS will prepare and submit technical memorandums, preliminary plans and preliminary construction cost estimates at the end of the Design Development phase for the Town's review. After resolution of one set of comments, URS will prepare all final detail plans, specifications, and estimates as previously described, to be included into one final construction package prepared by the Town's Consultant. URS will submit four sets of plans for review to the Town for 65% review and 95% review and will incorporate the Town's comments (one set per submittal) in the next submittals. URS will also provide signed and sealed mylar plans, electronic copies of drawing files, and specifications related to the bridge structure at the 100% final submittal.

URS will coordinate with the Town of Addison and/or the Town's Consultant for all interface design issues as well as coordinate the format and consolidation of construction plans, specification and estimate into one final construction package. URS will coordinate with the Town and/or the Town's Consultant for revising the horizontal alignment and vertical profile of Arapaho Road to accommodate the proposed bridge structure. URS will coordinate with the Town and/or the Town's Consultant for the revised alignment of the proposed box-culvert under Arapaho Road as well as bridge drainage and bridge drain tie-ins. URS will coordinate with the Town and/or the Town's Consultant for all geotechnical information required for the foundation design for the bridge and retaining walls.

The Town of Addison will provide to URS all available Arapaho Road geometrics, including but not limited to electronic files for horizontal alignment, vertical profile, typical sections, topography survey, field survey, and utility information. The Town will also provide boring logs, soil parameters and foundation design recommendations (allowable bearing capacities, lateral load analysis, etc.) required for the bridge foundation designs. The Town of Addison will provide to URS a field location survey of the existing 60-in. diameter water main, locating the water main precisely, both vertically and horizontally, along the project limits and specifically in the vicinity of the arch-bridge's main

foundations. Additionally the Town will provide any applicable noise regulations or ordinance information, obtain right of entry, and provide all traffic data including but not limited to, peak hourly volumes, average daily traffic, percentages of trucks, and design and posted speeds that may be required for the noise study. The Town will provide all landscape ordinances and guidelines as well as provide a copy of the Town's Consultant's schematic landscape masterplan and the streetscape design development package.

All ROW documentation and plans, Arapaho Road geometrics and roadway design, drainage, parking lot layout and design, retaining wall layout and design, survey, geotechnical engineering, design and details for soundwalls on retaining walls or at grade, landscaping, hardscaping and irrigation for landscaping, permitting, and construction administration, inspection and record drawings are outside the scope of this agreement and will be performed by others.

**Itemized Scope of Services Provided by URS
for the Arapaho Road Bridge**

TASK I - ENGINEERING

A. Civil Site Works

1. Final Civil Design & PS&E (65%, 95%, 100% submittal)
 - Midway Road Traffic Control Plan
 - Coordinate Relocation of Overhead Utilities (Along Midway Road)
 - Retaining Wall Architectural Details
 - Soundwall Architectural Details
 - QA/QC
 - Cost Estimate
 - Special Provisions & Specifications
 - Coordination with Town's Consultants

B. Bridges

1. Preliminary Bridge Design (~30% submittal)
 - Develop Design Criteria
 - Preliminary Bridge Layout (Finalize Bridge Location)
 - Preliminary Typical Section
 - Refine Arch Shape
 - Size Thrust Block & Refine Shape
 - Size Foundation
 - Size Diaphragms
 - Size Traffic Railing Members
 - Develop Soundwall
 - Coordinate Culvert Layout
 - Quantities and Cost Estimate
 - QA/QC
2. Final Bridge Design, & PS&E (65%, 95%, 100% submittals)
 - Final Bridge Layout
 - Final Typical Section
 - General Notes
 - Quantities and Bearing Seats
 - Foundation Layout
 - Drilled Shaft Details
 - Abutment Plan & Elevation
 - Abutment Details
 - Bent Plan & Elevation
 - Bent Details
 - Thrust Block Plan & Elevation
 - Thrust Block Details
 - Prestressed Concrete Beam Unit – Deck Plan
 - Prestressed Concrete Beam Unit – Deck Sections
 - Bridge Soundwall Details
 - Miscellaneous Superstructure Details (drains, lighting)
 - Diaphragm Details
 - Closure Pour Details
 - Suspension Hanger Details
 - Steel Arch Design and Details
 - Steel Arch Camber Details
 - Bearing Details
 - Drainage Details
 - Railing Details
 - Architectural Details

- Erection Sequencing
- Prestressed Beam Tables
- Compile, Verify & Modify TxDOT Standard Drawings
- QA/QC
- Coordination with Town's Consultants
- Bridge Total Quantities & Cost Estimate
- Bridge Special Provisions & Specifications

C. Electrical Engineering

1. Design Development
 - Prepare a preliminary cost estimate
2. Final Electrical Design & PS&E (65%, 95%, 100% submittals)
 - Develop and finalize a load study for each electrical service source.
 - Prepare Lighting Calculations for under-deck lighting above the parking lot.
 - Illumination Layout (2961', 1200'/sht + 1 sheet under the bridge)
 - Electric Service / Pole Summary
 - Conduit Runs / Contents Summary
 - Insert Lighting Consultant Special Details
 - Insert Latest Town or TxDOT Standards
 - Quantity Summary
 - Develop Final Cost Estimate (Using Estimator)
 - QA ON 95% PLANS
 - Update Drawings per City Review

TASK II - ARCHITECTURAL

A. Design Development

1. Architectural Studies & Details
 - Develop one rail option addressing the issues of hiker/biker separation from the vehicular traffic and the architectural options to realize the proposed triangular pattern in the rail.
 - Coordinate with the engineering team to refine the curvature and size of the steel. Produce drawings representing a viable option
 - Develop option for the final material and form of the thrust block. Provide CADD drawings of preferred scheme.
 - Develop a panel scheme for precast concrete retaining walls at approaches.
 - Develop center pier support shape.
 - Develop bridge mounted soundwalls
 - Attend Team Meetings and Conference Calls to coordinate the architectural aspects of the design with structural and lighting Consultants.

B. Final Design

1. Coordination
2. Review
3. Specifications

TASK III – LIGHTING DESIGN

A. Design Development (includes one meeting in Addison)

1. Develop one alternative for lighting of elevated roadway.
2. Develop mounting concepts for bridge structure lighting.
3. Develop one alternative for lighting of outboard railings.
4. Develop one alternative for lighting of underside of bridge, roadway under bridge and any adjacent parking areas under bridge.

B. Final Design

1. Final details of fixtures and mounting for bridge structure illumination.
2. Final details of fixtures and mounting for elevated roadway lighting.
3. Final details of fixtures and mounting for outboard railing illumination.

4. Final details of fixtures and mounting for lighting of underside of bridge, roadway under bridge and any adjacent parking areas under bridge.
5. Provide control concept diagrams and other information suitable for use by electrical engineer describing control intent.

TASK IV – NOISE STUDY

A. Noise Measurements

1. Review existing noise ordinance and criteria documents
2. Coordinate with the Town of Addison to discuss noise issues and objectives
3. Perform noise measurement survey. Take initial noise readings, both long term (24 hours or longer) and short term (less than one hour) noise readings, at adjacent properties.
4. Observe adjacent building construction type to aid in estimating the potential noise effects inside the buildings

B. Noise Modeling and Analyses

1. Create a noise model to predict future noise emissions from the proposed roadway and bridge
2. Evaluate noise levels at areas of concern for compliance with applicable noise regulations and standards
3. Develop a range of sound wall heights and noise levels where noise impacts require mitigation.
4. Prepare report and respond to one round of comments.

TASK V - PROJECT MANAGEMENT

A. Reports and Invoices

1. Prepare Project Management Plan
2. Prepare Progress Reports
3. Prepare Invoices and Billings

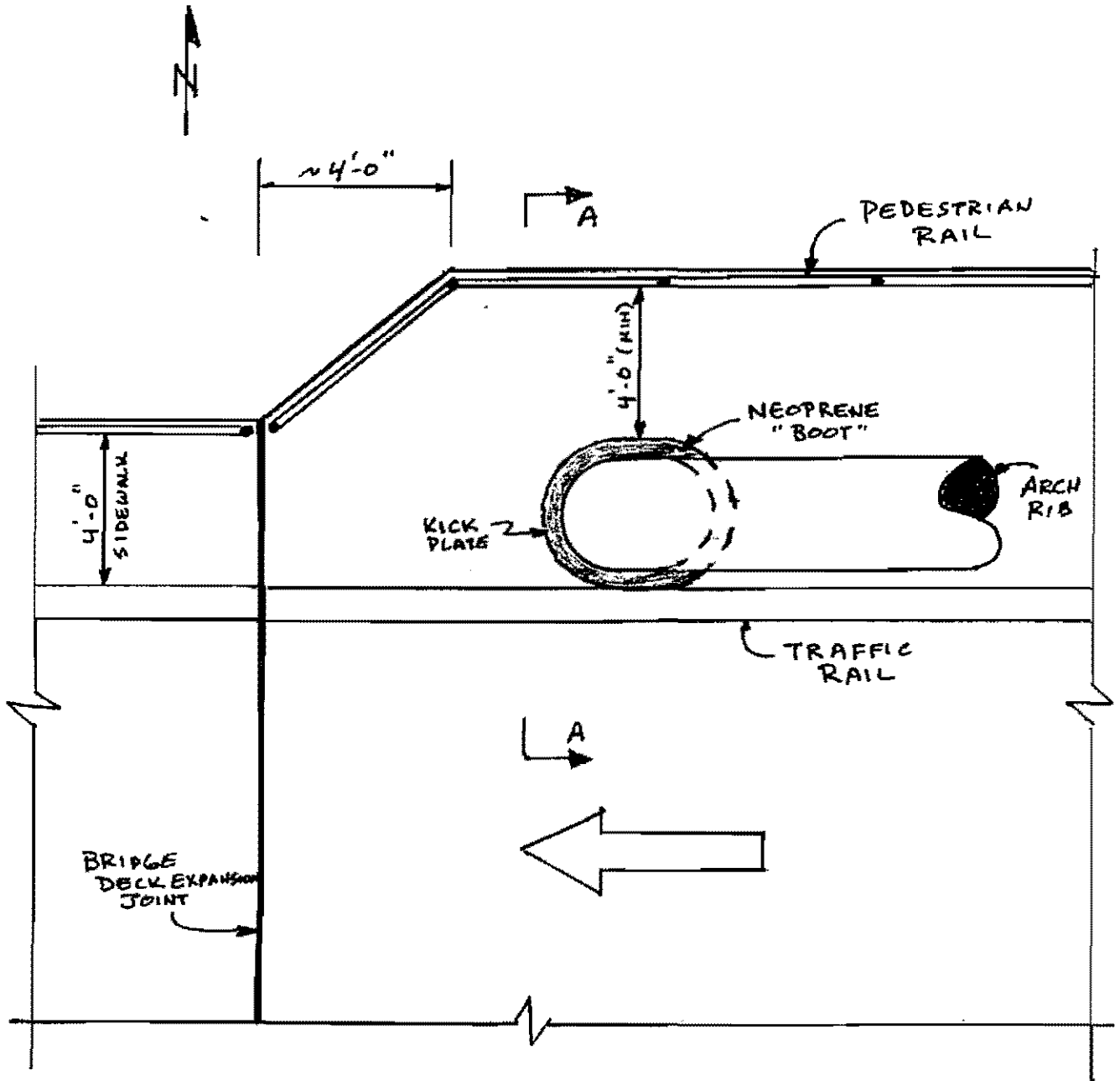
B. Coordination

1. Coordinate/Administer the Project
2. Manage Subconsultants
3. Implement Quality Assurance/Quality Control Program
4. Prepare for and Attend Town Council or other Town Meetings (1 total)
5. Prepare for and run internal project coordination meetings (8 total)
6. Prepare for and attend project meetings with Addison Public Works (3 total)

**ARAPAHO ROAD BRIDGE AT MIDWAY ROAD
WORK ORDER NO. 001 – DESIGN DEVELOPMENT
& CONTRACT DOCUMENTS
ATTACHMENT C**

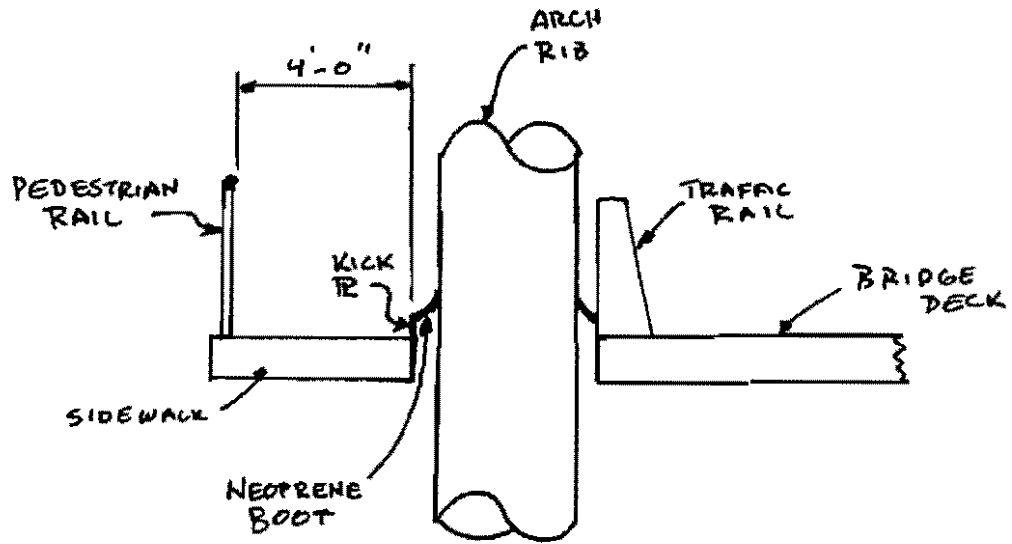
**FIXED PRICE BREAKDOWN
URS CORPORATION**

	Total Cost
TASK I - ENGINEERING	\$ 434,400.00
A. Civil Site Works	\$ 19,370.00
B. Bridges	\$ 384,680.00
C. Electrical Engineering	\$ 30,350.00
TASK II – ARCHITECTURAL (Corgan)	\$ 39,220.00
A. Design Development	\$ 33,920.00
B. Final Design	\$ 5,300.00
TASK III – LIGHTING DESIGN (Brandston)	\$ 39,580.00
A. Design Development	\$ 20,620.00
B. Final Design	\$ 18,960.00
TASK IV – NOISE STUDY	\$ 14,045.00
A. Noise Measurements	\$ 5,540.00
B. Noise Modeling and Analyses	\$ 8,505.00
TASK V - PROJECT MANAGEMENT	\$ 20,920.00
A. Reports and Invoices	\$ 8,080.00
B. Coordination	\$ 12,840.00
Printing & Copying Expenses	\$ 2800.00
<hr/>	
GRAND TOTAL	\$ 550,965.00

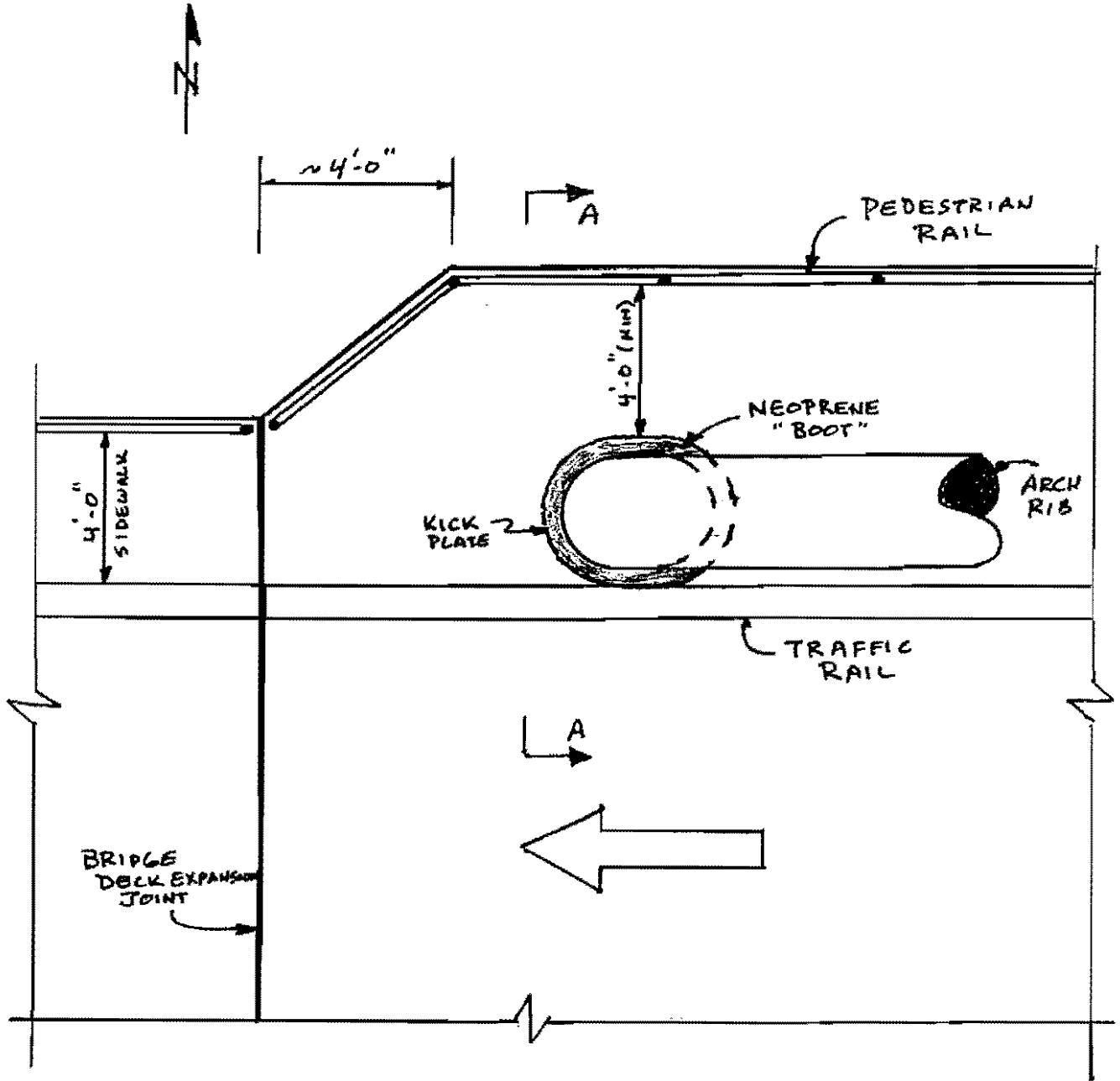


PARTIAL PLAN

Reference

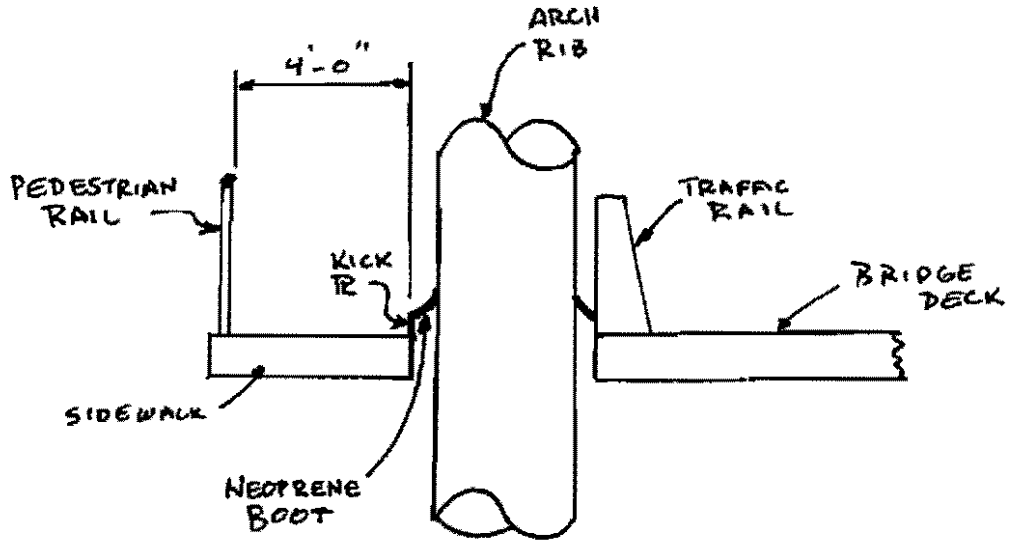


SECTION A-A



PARTIAL PLAN

Reference



SECTION A-A

2-10-03 - 2:05 PM - Steve & Jim talked to Cliff Hall and advised the issues the mark. We, id them to address: Height of bridge for maint.; cost, adjacent to main w/p affecting main of bridge must be able to withstand a failure or blow-out of main (Supports founded in rock). Get geotechnical info you need!

2/10/03

JIM - I DON'T THINK THIS REALLY ILLUSTRATES OUR INTENT. ALL THREE PARAGRAPHS ARE A CONTINUOUS DISCLAIMER

JJP

Steve

February 10, 2003
Mr. Michael E. Murphy, P.E.
Director of Public Works
16801 Westgrove Drive
Addison, TX 75001-9010

Re: **Arapaho Road Bridge at Midway Road Professional Services**

Dear Mr. Murphy:

We are writing to reconfirm that URS is obligated to comply with applicable standards of professional care in the performance of its Services under our Agreement with the Town of Addison for the referenced project.

URS is aware of the existing ^{60"} water main along the proposed Arapaho Road and the desire to maintain the operation of this utility. URS, using due professional care, will account for the appropriate site conditions, code requirements and construction methods and materials while performing design services under our Agreement with the Town of Addison.

The Town of Addison also recognizes that opinions relating to environmental, geologic, and/or geotechnical conditions, which may establish the basis of our design, 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 has agreed to use its professional skill, judgment and abilities in the performance of its Services, and shall render Services 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.

Sincerely,

URS Corporation

Cliff R. Hall, P.E.
Project Manager

David Johnston, P.E.
Project Principal

of the 60" water line

NG
get what you need

URS shall design the bridge to withstand a failure, and subsequent washout of soil. The bridge foundations shall penetrate and be fully supported in rock.