

2000-3 Arapaho Road  
Bridge Phase III - 2004

2000-3 Arapaho Road  
Bridge Phase III - 2004

5-24-04

**PAVING, UTILITIES, SIGNALIZATION, AND STREETScape**  
**BID SCHEDULE SUMMARY**  
**ARAPAHO ROAD - PHASE III**  
**MARSH LANE TO SURVEYOR BOULEVARD**

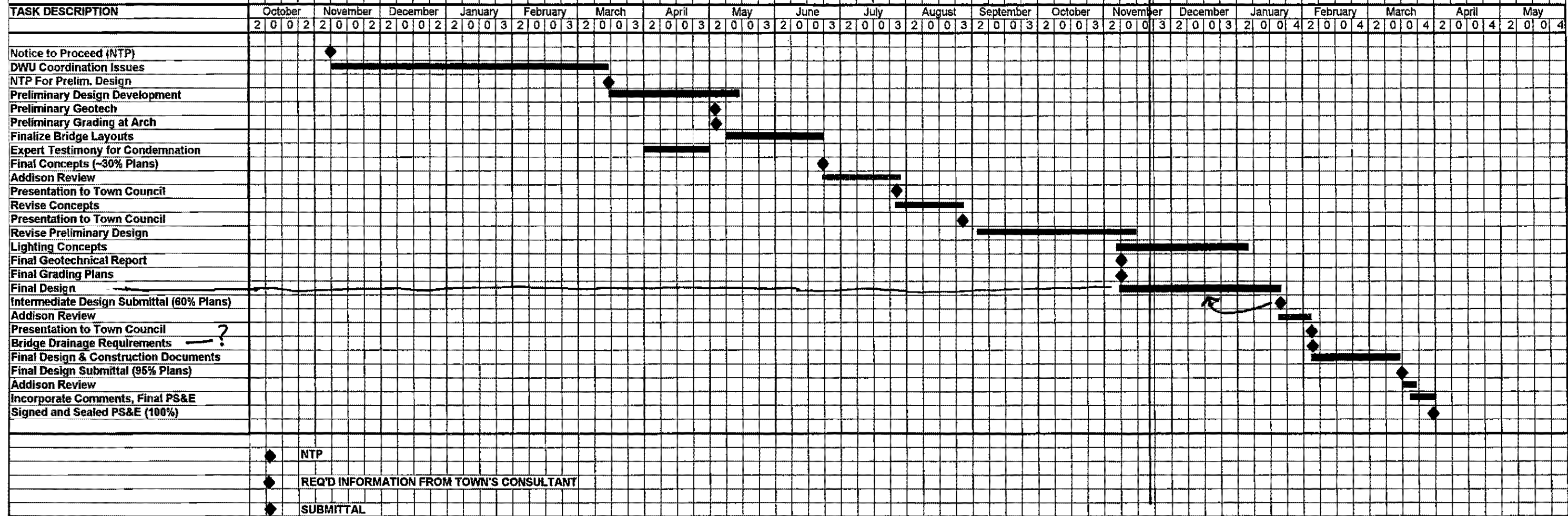
<b>Bid Schedule &amp; Description</b>	<b>ENGINEER'S ESTIMATE</b>
	<b>Total Amount Materials &amp; Services</b>
<b>I. Roadway Improvements</b>	\$ <u>4,213,680.00</u>
<b>II. Utility Improvements</b>	\$ <u>3,535,497.00</u>
<b>III. Signalization and Lighting</b>	\$ <u>863,720.00</u>
<b>V. Bridge</b>	\$ <u>4,415,891.40</u>
<b>VI. Bridge Lighting</b>	\$ <u>641,908.25</u>
<b>VII. Streetscape</b>	\$ <u>1,661,204.65</u>
<b>VIII. Alternate Bid</b>	\$ <u>339,830.00</u>
<b>TOTAL BID FOR SCHEDULES I - VIII</b>	\$ <u>15,331,901.30</u>

# URS Corporation

Arapaho Road Bridge at Midway Road  
 Design Development and Contract Documents  
 Change Order No. 03 to Work Order No. 001

## ATTACHMENT M Revised Estimated Schedule

Nov 21



- ◆ NTP
- ◆ REQ'D INFORMATION FROM TOWN'S CONSULTANT
- ◆ SUBMITTAL

ARAPAHO ROAD, MARSH LANE TO ADDISON ROAD		
<b>Project Budget</b>	Project #	83300
<b>Description</b>	Amount	Notes
Bond Funds	\$20,500,000	2000 bonds
County funds	\$1,432,812	
* Dart Lap	\$1,046,000	
Morris Road available funds	\$300,000	
Addison Road/Excel	\$230,000	
Reprogrammed DART LAP Funds	\$1,189,625	
total available funds	\$24,698,437	
<b>Phase II, Marsh to Surveyor</b>		
	<b>Sub Total</b>	\$4,233,889
<b>Phase III, Surveyor to Addison Road</b>		
ROW analysis	\$44,977	
HNTB Design Fee	\$813,785	
Evaluation Associates	\$39,000	
HNTB Urban Design (streetscape)	\$51,000	
Metro Brick Parcel #1	\$95,150	
Joe's Auto Body Parcel #2	\$173,202	
Union Pacific Railway Company Parcel #3	\$1,204,217	
The City of Dallas Parcel #4	\$13,018	
Heritage Inn Parcel #5	\$60,868	
Motel 6 Parcel #6	\$463,244	
Charter Furniture Parcel #7	\$166,446	
Gary Crouch/MBNA Parcel #8	\$62,381	
John Wilson Parcel #9	\$112,000	
Harbour Group Parcel #10	\$29,768	
Dale Bullough/Metrocrest 1 Parcel #11	\$29,357	
Public Storage of Dallas, Ltd. Parcel #12	\$1,583,210	
Public Storage of Dallas, Ltd. Parcel #13	included in #12	
Audit and Legal Fees	\$25,000	*number not current
Road way construction	\$8,047,085	Estimate
Bridge Construction	\$5,000,000	Estimate
Bridge Design	\$550,965	
Streetscape construction	\$1,200,000	Estimate
Bridge Design Stipend	\$30,000	
URS bridge concept meeting	\$19,570	
Wye Track Crossing Fee	\$2,500	
Environmental reports	\$7,210	
Hipes & Associates	\$40,365	
Pat Haggerty	\$2,805	
Evaluation Associates	\$21,750	
Bridge Pre-Submittal meeting @ Stone Cottage	\$706	
	<b>Total, Phase III</b>	\$19,889,579
	<b>Total Expenses</b>	\$24,123,468
<b>Total over/under budget</b>		\$574,969
Spui	\$2,000,000	
Midway Road	\$1,000,000	
Total funds remaining if needed	\$3,000,000	
*Dart Lap funds 2001-2003		

# URS Corporation

Arapaho Road Bridge at Midway Road  
 Design Development and Contract Documents  
 Change Order No. 03 to Work Order No. 001

## ATTACHMENT M Revised Estimated Schedule

TASK DESCRIPTION	October 2 0 0 2	November 2 0 0 2	December 2 0 0 2	January 2 0 0 3	February 2 0 0 3	March 2 0 0 3	April 2 0 0 3	May 2 0 0 3	June 2 0 0 3	July 2 0 0 3	August 2 0 0 3	September 2 0 0 3	October 2 0 0 3	November 2 0 0 3	December 2 0 0 3	January 2 0 0 4	February 2 0 0 4	March 2 0 0 4	April 2 0 0 4	May 2 0 0 4
Notice to Proceed (NTP)		◆																		
DWU Coordination Issues		■	■	■	■	■	■													
NTP For Prelim. Design						◆														
Preliminary Design Development						■	■	■	■											
Preliminary Geotech								◆												
Preliminary Grading at Arch								◆												
Finalize Bridge Layouts								■	■	■										
Expert Testimony for Condemnation							■													
Final Concepts (~30% Plans)									◆											
Addison Review									■	■										
Presentation to Town Council										◆										
Revise Concepts										■	■									
Presentation to Town Council											◆									
Revise Preliminary Design											■	■	■	■						
Lighting Concepts														■	■	■	■			
Final Geotechnical Report														◆						
Final Grading Plans														◆						
Final Design														■	■	■	■			
Intermediate Design Submittal (60% Plans)																◆				
Addison Review																■	■			
Presentation to Town Council																	◆			
Bridge Drainage Requirements																		◆		
Final Design & Construction Documents																		■	■	■
Final Design Submittal (95% Plans)																			◆	
Addison Review																			■	■
Incorporate Comments, Final PS&E																				◆
Signed and Sealed PS&E (100%)																				◆

- ◆ NTP
- ◆ REQ'D INFORMATION FROM TOWN'S CONSULTANT
- ◆ SUBMITTAL

## Jim Pierce

---

**From:** Jim Pierce  
**Sent:** Monday, November 24, 2003 2:31 PM  
**To:** Mario Canizares  
**Subject:** RE: Tuesday agenda question

Mario: To answer Councilman Niemann's questions:

a) URS does not bill us by the hour. They have their scope of work divided up into nine different phases and have a fee associated with each phase. At each invoice, they estimate the percent complete for each phase. If we agree with the percent complete they claim, we approve the invoice. If not, we ask that it be adjusted.

b) We were not satisfied with the revised schedule that was submitted in the packet that went to Council. We met with URS last week and advised them we were not satisfied with their progress. They have revised their schedule to indicate completion at the end of March which reduced the schedule by two months. As stated above, each major deliverable has an associated fee. These fees are determined by the consultant estimating how many hours he will spend on each phase, and during fee negotiations, we review those hourly estimates and have them adjusted (if we feel necessary) to a reasonable amount. Accordingly, we feel that the hours and fee for each phase is realistic.

Please let me know if any additional information is needed.

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

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

**From:** Mario Canizares  
**Sent:** Monday, November 24, 2003 11:47 AM  
**To:** Jim Pierce  
**Subject:** FW: Tuesday agenda question

Jim,

I forwarded this email to Mike, but then I found out that he is out today. Can you respond?

Thanks,

Mario

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

**From:** Mario Canizares  
**Sent:** Monday, November 24, 2003 8:52 AM  
**To:** Mike Murphy  
**Subject:** FW: Tuesday agenda question

Mike,

Please see the email from Jimmy. Can we get a response today, if all possible.

11/25/2003

Thanks,

Mario

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

From: Ron Whitehead

Sent: Monday, November 24, 2003 8:34 AM

To: Mario Canizares; Carmen Moran

Subject: FW: Tuesday agenda question

Can we get Jimmy answers today! Ron

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

From: Janiece & Jimmy Niemann [<mailto:niemann.j@comcast.net>]

Sent: Sunday, November 23, 2003 12:16 PM

To: Ron Whitehead

Subject: Tuesday agenda question

#R8 - PSA for URS Corp and Bridge

a) It looks like they bill us by the hour. Could we get a reconciliation associated with current billings, and anticipated future billings. While these guys are doing a great job, I'd like to understand better how consultant contracts like this actually work relative to work product produced versus demands from the town.

b) Where are we in the Revised Estimated Schedule, both from a time and billing perspective?

In particular, I would expect that each major deliverable has an hourly projected estimate. How realistic are those estimates?

Thanks,

Jimmy



Remittance Page

Invoice Date 07/14/03  
Invoice 623699  
Project 25334400  
Page 1

For: Design of the Arapaho Road  
Bridge over Midway Road

Professional Services for Period Ending 06/20/03

Town Of Addison  
Attn: Steven Z. Chutchain, PE  
16801 Westgrove Dr  
Addison TX 75001-5190

**Total Due: \$ 22,448.30**  
Terms: Due upon Receipt

- \* Make checks payable to: URS Corporation
- \* Please indicate invoice number and/or project number on check
- \* Please include this stub with payment

**Regular Mail (USPS):** URS Corporation  
Dept. 1028  
P.O. Box 121028  
Dallas TX 75312-1028  
US

**Overnight Courier:** URS Corporation  
Lock Box No. 891028  
888 South Greenville Ave., Suite 200  
Richardson, TX 75081  
Attn: Wholesale Lock Box Processing  
(972) 680-1900

**Electronic Funds Transfer:**

Account: URS Corporation  
Bank: Wells Fargo Bank  
Account No.: 4520-086471  
ABA Routing No.: 121-000-248  
Swift Code: WFBUS6S

Remittance Information can be sent to:

Email: RemitTo@URSCorp.com  
Fax: (512) 419-6937 Attn: Cash Applications

*Copy given to  
Councilman  
Niemann  
10-25-03*





Invoice Date 07/14/03  
 Invoice 623699  
 Project 25334400  
 Page 2

Town Of Addison  
 Attn: Steven Z. Chutchain, PE  
 16801 Westgrove Dr  
 Addison TX 75001-5190

For: Design of the Arapaho Road  
 Bridge over Midway Road

Professional Services for Period Ending 06/20/03

This is a Firm Fixed Price Project  
 Total Project Budget is \$593,090.00

PHASE	FEE	PERCENT COMPLETE	FEE EARNED	PREVIOUS BILLING	CURRENT BILLING
10010-ENG-Civil Site Work	19,370.00	0.00%	0.00	0.00	0.00
10021-ENG-Prelim Bridge Design	71,350.00	40.00%	28,540.00	13,556.50	14,983.50
10022-ENG-Final Bridge Design	313,330.00	0.00%	0.00	0.00	0.00
10030-ENG-Electrical Eng.	30,350.00	2.00%	607.00	607.00	0.00
20000 ARCHITECTURE	40,200.00	42.20%	16,964.40	13,587.60	3,376.80
30000 LIGHTING DESIGN	39,580.00	2.50%	989.50	989.50	0.00
40000 NOISE STUDY	32,760.00	90.00%	29,484.00	26,208.00	3,276.00
50000 PROJECT MANAGEMENT	31,680.00	40.00%	12,672.00	11,860.00	812.00
10040-ENG-Conceptual Plan Mod.	14,470.00	95.00%	13,746.50	13,746.50	0.00
<b>TOTALS</b>	<b>593,090.00</b>		<b>103,003.40</b>	<b>80,555.10</b>	<b>22,448.30</b>
			<b>TOTAL THIS INVOICE</b>		<b>\$ 22,448.30</b>

*O.K. to PA  
 522  
 7/21/03*

Please contact Emilio S Ramirez at 512 419-6786 or via email at Emilio\_Ramirez@urscorp.com if you have any questions regarding this invoice.

# Monthly Progress Report

## Design of the Arapaho Road Bridge Over Midway Road

URS Project No. 25334400

Period: May 24, 2003 to June 20, 2003

---

### 1. General Accomplishments

- 1.1 Prepared presentation for the Town Council.
- 1.2 Continued preparation of bridge layouts and typical sections for submittal to Town's consultant for inclusion in the June submittal.

### 2. Progress This Period

- 2.1 Revised "Blue Bridge" renderings and prepare a "White Bridge" rendering incorporating colored lighting schemes.
- 2.2 Prepared presentation for the Town Council and met with Public Works to discuss the presentation.
- 2.3 Continued preliminary bridge design and preparation of bridge layouts and typical sections.
- 2.4 Continued architectural concept development
- 2.5 Attended coordination meeting with roadway consultant.
- 2.6 Continued architectural considerations for retaining wall panels, piers and traffic rails.

### 3. Anticipated Next Period

- 3.1 Finalize the preliminary design of the bridge looking at the arch and substructure.
- 3.2 Submit 30% plans and cost estimate.
- 3.3 Present to Town Council at workshop and get agreement on bridge color and architectural features.

### 4. Schedule Status

- 4.1 Currently on schedule but need feedback on color of bridge and lighting and architectural features.

### 5. Issues / Impacts

- 5.1 Placing sidewalk exterior to the arch is creating a more difficult structure to design and construct. This may increase the cost of the bridge.
- 5.2 Sidewalk exterior to the arch may affect the ability to light the arch efficiently and increase the lighting costs.
- 5.3 Town is considering using a sidewalk greater than 4-ft. Changes to the sidewalk can affect the preliminary design work prepared to date and delay the design completion.
- 5.4 Town is considering changes to the color and lighting of the bridge.

DATE SUBMITTED: September 3, 2002  
FOR COUNCIL MEETING: September 10, 2002

*Copy given to  
Councilman  
Niemann  
10-25-03*

**Council Agenda Item**

**SUMMARY:**

This item is for the approval of a Professional Services Agreement for the design of the Arapaho Road Bridge at Midway Road.

**FINANCIAL IMPACT:**

Budgeted Amount: \$10.00 Million  
Cost: \$550,965.00 (Engineering)  
Source of Funds: Funds are available from the FY 2002 General Obligation Bond Program.

**BACKGROUND:**

The third phase of the proposed Arapaho Road extension project extends from Surveyor Blvd. to Addison Road. Construction of this section of Arapaho Road will complete an east-west minor arterial roadway that is necessary to relieve traffic congestion on Belt Line Road. It is anticipated that the new street will initially absorb approximately 11,000 vehicles per day, with a maximum future count of 25,000 vehicles per day. A proposed bridge over Midway Road is also proposed as an integral component of the roadway section in the third phase. The firm of URS Corporation was selected by the Town's Bridge Selection Committee to perform the design of this bridge. Attached is a Professional Services Agreement, in the amount not to exceed \$550,965.00, for design services related to the construction of the proposed Midway Road Bridge. This agreement provides for coordination of the bridge design by URS Corporation with the design of the roadway by HNTB Corporation. The anticipated construction cost of the bridge is approximately \$4,600,000. The proposed scope of work that this firm will provide is as follows:

- a. Bridge Design, including Civil & Electrical
- b. Architectural Design
- c. Lighting Design
- d. Noise Study, including Modeling & Analyses
- e. Project Management

The design of the proposed bridge by URS Corporation shall be performed concurrently with the design efforts on the roadway by HNTB Corporation.

**RECOMMENDATION:**

It is recommended that Council authorize the City Manager to enter into a contract with URS Corporation, in the amount not to exceed \$550,965.00, for Professional Services associated with the design of the Arapaho Road Bridge at Midway Road.

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

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

It is the expressed intent of the parties that this Agreement shall be made available to the subsidiaries and affiliated companies of URS. For the purposes of this Agreement, as it applies to each Work Order, the term "URS" shall mean either, URS Corporation, or the affiliated company identified in the Work Order. The applicable Work Order shall clearly identify the legal name of the affiliate or subsidiary accepting the Work Order.

**ARTICLE I - Work Orders.** The Scope of Services ("Services"), the Time Schedule and the Charges are to be set forth in a written Work Order 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, URS shall notify Client before such sum is exceeded and shall not continue to provide the Services beyond such sum unless Client authorizes an increase in the 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, 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 schedule.

**ARTICLE II - Payment.** Unless otherwise stated in an Work Order, payment shall be on a time and materials basis under the Schedule of Fees and Charges 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 invoice. If payment is not maintained on a thirty (30) day current 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 invoice, give reasons for the objection, and promptly pay the undisputed amount. Client shall pay an additional charge of one and one-half percent (1½%) per month or the maximum percentage allowed by law, whichever is the lesser, for any past due amount. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party.

**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.

**ARTICLE IV - Responsibility for Others.** URS shall be responsible to Client for URS Services and the services of URS subcontractors. 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 - Risk Allocation.** The liability of URS, its employees, agents and subcontractors (referred to collectively in this Article as "URS"), for Client's claims of loss, injury, death, damage, or expense, including, without limitation, Client's claims of contribution and indemnification, express or implied, with respect to third party claims relating to services rendered or obligations imposed under this Agreement, including all Work Orders, shall not exceed in the aggregate:

(1) The total sum of \$250,000 for claims arising out of professional negligence, including errors, omissions, or other professional acts, and including unintentional breach of contract; and any actual or potential environmental pollution or contamination, including, without limitation, any actual or threatened release of toxic, irritant, pollutant, or waste gases, liquids, or solid materials, or failure to detect or properly evaluate the presence of such substances, except to the extent such release, threatened release, or failure to detect or evaluate is caused by the willful misconduct of URS; or

(2) The total sum of \$1,000,000 for claims arising out of negligence, breach of contract, or other causes for which URS has any legal liability, other than as limited by (1) above.

**ARTICLE VI - Insurance.** URS agrees to maintain during the performance of the Services: (1) statutory Workers' Compensation coverage; (2) Employer's Liability; (3) General Liability; and (4) Automobile Liability insurance coverage each in the sum of \$1,000,000.

**ARTICLE VII - Consequential Damages.** Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

**ARTICLE VIII - 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, such as pipes, tanks, cables and utilities; (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.

Client shall reimburse URS for all taxes, duties and levies such as Sales, Use, Value Added Taxes, Deemed Profits Taxes, and other similar taxes which are added to or deducted from the value of URS Services. For the purpose of this Article such taxes shall not include taxes imposed on URS net income, and employer or employee payroll taxes levied by any United States taxing authority, or the taxing authorities of the countries or any agency or subdivision thereof in which URS subsidiaries, affiliates, or divisions are permanently domiciled. It is agreed and understood that these net income, employer or employee payroll taxes are included in the unit prices or lump sum to be paid URS under the respective Work Order.

**ARTICLE IX - 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 shall be suspended for the duration of the event of Force Majeure. In such event, URS shall be equitably compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, URS may, in its sole discretion, upon 5 days prior written notice, terminate this Agreement or the affected Work Order, or both. In the case of such termination, in addition to the compensation and time extension set forth above, URS shall be compensated for all reasonable termination expenses.

**ARTICLE X - Right of Entry.** Client grants to URS, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by URS, its employees, agents and subcontractors, upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

**ARTICLE XI - Documents.** Provided that URS has been paid for the Services, Client shall have the right to use the documents, maps, photographs, drawings and specifications resulting from URS efforts on the project. Reuse of any such materials 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. URS retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

**ARTICLE XII - Termination.** Client may terminate all or any portion of the Services for convenience, at its option, by sending a written Notice to URS. Either party can terminate this Agreement or a Work Order for cause if the other commits a material, uncured breach of this Agreement or becomes insolvent. Termination for cause shall be effective twenty (20) days after receipt of a Notice of Termination, unless a later date is specified in the Notice. The Notice of Termination for cause shall contain specific reasons for termination and both parties shall cooperate in good faith to cure the causes for termination stated in the Notice. Termination shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. Client shall pay URS upon invoice for Services performed and charges incurred prior to termination, plus reasonable termination charges. 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 XIII - 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 XIV - Assignments.** Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party.

**ARTICLE XV - 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 ("Hazardous Substances") related to the Services, shall be packaged in accordance with the applicable law by URS and turned over to Client for appropriate disposal. URS shall not arrange 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 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 XVI - Venue.** In the event of any dispute between the parties to this Agreement, the venue for the dispute resolution shall be any state or federal court in the United States having jurisdiction over the parties. The foregoing notwithstanding, if the project is located outside the United States, the laws of the State of California shall govern and in such event, any dispute under the Agreement not resolved amicably shall be resolved under the binding rules of the American Arbitration Association.

**ARTICLE XVII - Integrated Writing and Enforceability.** This Agreement 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.

**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**

**URS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Ron Whitehead / City Manager**

**Emily Taylor, P.E. / Vice President**

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature



LUMP SUM WORK ORDER NO. 001

In accordance with the Agreement for Professional Services between Town of Addison ("Client"), and URS Corporation ("URS"), a Nevada corporation, dated September 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:** \_\_\_\_\_

Emily Taylor, P.E.

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

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.

**PAYMENT.** The Services described in Attachment A will be performed for a "lump sum" amount of **\$550,965.00**. A breakdown of this "lump sum" cost is included in Attachment C. URS charges shall be on a percent complete basis and 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 \_\_\_\_\_

Date of Signature \_\_\_\_\_

**URS**

Signature \_\_\_\_\_

**Emily Taylor, P.E. / Vice President**

Typed Name/Title \_\_\_\_\_

Date of Signature \_\_\_\_\_

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

**ATTACHMENT A  
SCOPE OF SERVICES**

**DESIGN DEVELOPMENT AND CONSTRUCTION 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 a steel arch bridge, the "blue-bridge concept", 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 two meetings 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 (includes one meeting in Addison)**

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 – ARAPAHO ROAD BRIDGE  
ATTACHMENT C**

**LUMP SUM FEE BREAKDOWN  
URS CORPORATION**

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