

ARAPHO PH II ENGINE CONTRACT

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NO. 753 1/3

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Civil Engineering • Planning • Surveying

June 7, 2001

Steve Chutchian
Town of Addison
5300 Belt Line Road
Dallas, Texas 75240-7606

**RE: Arapaho Road Extension—Whole Property Acquisition
ARS Proposal No. 160-01-061**

Dear Mr. Chutchian;

In response to a Request for Proposal, ARS Engineers, Inc. is pleased to present this proposal for Professional Services for the referenced project.

SCOPE

Prepare a Survey Plat and Description of Lot 3, Block 1 Addison Car Care Addition to be acquired by the Town of Addison.

Delivery

ARS Engineers, Inc. will be able to deliver two (2) signed and sealed Plats and Descriptions on or before Friday June 15, 2001.

FEE

ARS Engineers proposes to perform the Work outlined above for a lump sum of One Thousand Two Hundred Dollars (\$1,200.00).

If you have any questions regarding this proposal, please feel free to call me at (214) 739-3152. If this proposal is acceptable, please have an authorized representative of your firm sign below and return one original it to our office with Notice to Proceed.

Sincerely,

Hugh W. Knight, RPLS
Survey Manager

AUTHORIZATION	
Accepted by:	<u>Steve Chutchian</u>
Printed Name:	<u>STEVE CHUTCHIAN</u>
Title:	<u>ASSISTANT CITY ENGINEER</u>
Date:	<u>6/13/01</u>

Consulting Engineers



Civil Engineering • Planning • Surveying

June 21, 2001

Steve Chutchian
Town of Addison
5300 Belt Line Road
Dallas, Texas 75240-7606

**RE: Arapaho Road Extension— Property Survey of Parcel 15 showing Improvements
ARS Proposal No. 160-01-072**

Dear Mr. Chutchian;

In response to a Request for Proposal, ARS Engineers, Inc. is pleased to present this proposal for Professional Services for the referenced project.

SCOPE

Prepare a Survey Plat showing improvements and Description of KJA Subdivision Part 2, Addison West Industrial Park.

Delivery

ARS Engineers, Inc. will be able to deliver two (2) signed and sealed Plats and Descriptions on or before Friday July 06, 2001.

FEE

ARS Engineers proposes to perform the Work outlined above for a lump sum of Three Thousand Dollars (\$3,000.00).

If you have any questions regarding this proposal, please feel free to call me at (214) 739-3152. If this proposal is acceptable, please have an authorized representative of your firm sign below and return one original it to our office with Notice to Proceed.



Sincerely,

Hugh W. Knight, RPLS
Survey Manager

AUTHORIZATION	
Accepted by:	<u>Steve Chutchian</u>
Printed Name:	<u>STEVE CHUTCHIAN</u>
Title:	<u>ASSISTANT CITY ENGINEER</u>
Date:	<u>6/22/01</u>

Consulting Engineers



Civil Engineering • Planning • Surveying

October 15, 2001

Steve Chutchian
Town of Addison
5300 Belt Line Road
Dallas, Texas 75240-7606

**RE: Arapaho Road Extension
ARS Proposal No. 160-01-107**

Dear Mr. Chutchian;

In response to a Request for Proposal, ARS Engineers, Inc. is pleased to present this proposal for Professional Services for the referenced project.

SCOPE

Stake the northern right of way line of Arapaho Road from Business to Marsh.

Delivery

ARS Engineers, Inc. will be able to stake the right of way within 48 hours of notice to proceed.

FEE

ARS Engineers proposes to perform the Work outlined above for a lump sum of Six Hundred Eighty Two Dollars and Fifty cents (\$682.50).

If you have any questions regarding this proposal, please feel free to call me at (214) 739-3152. If this proposal is acceptable, please have an authorized representative of your firm sign below and return one original it to our office with Notice to Proceed.

Sincerely,

Hugh W. Knight, RPLS
Survey Manager

AUTHORIZATION	
Accepted by:	_____
Printed Name:	_____
Title:	_____
Date:	_____

Consulting Engineers



Civil Engineering • Planning • Surveying

October 15, 2001

Steve Chutchian
Town of Addison
5300 Belt Line Road
Dallas, Texas 75240-7606

**RE: Arapaho Road Extension
ARS Proposal No. 160-01-107**

Dear Mr. Chutchian;

In response to a Request for Proposal, ARS Engineers, Inc. is pleased to present this proposal for Professional Services for the referenced project.

SCOPE

Stake the northern right of way line of Arapaho Road from Business to Marsh.

Delivery

ARS Engineers, Inc. will be able to stake the right of way within 48 hours of notice to proceed.

FEE

ARS Engineers proposes to perform the Work outlined above for a lump sum of Six Hundred Eighty Two Dollars and Fifty cents (\$682.50).

If you have any questions regarding this proposal, please feel free to call me at (214) 739-3152. If this proposal is acceptable, please have an authorized representative of your firm sign below and return one original it to our office with Notice to Proceed.

Sincerely,

Hugh W. Knight, RPLS
Survey Manager

AUTHORIZATION	
Accepted by:	_____
Printed Name:	_____
Title:	_____
Date:	_____

Consulting Engineers



Civil Engineering • Planning • Surveying

October 26, 2001

Steve Chutchian
Town of Addison
5300 Belt Line Road
Dallas, Texas 75240-7606

**RE: Arapaho Road Extension
ARS Proposal No. 160-01-112**

Dear Mr. Chutchian;

In response to a Request for Proposal, ARS Engineers, Inc. is pleased to present this proposal for Professional Services for the referenced project.

SCOPE

Prepare Plat and Description for south remainder of Parcel 14 and prepare 3 railroad easements within Parcel 3.

Delivery

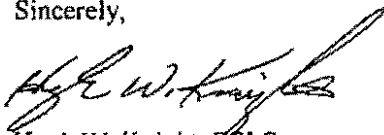
ARS Engineers, Inc. will be able to deliver this on or before Friday November 2, 2001.

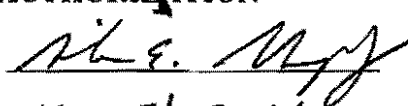
FEE

ARS Engineers proposes to perform the Work outlined above for a lump sum of Four Thousand Five Hundred Dollars (\$4,500.00).

If you have any questions regarding this proposal, please feel free to call me at (214) 739-3152. If this proposal is acceptable, please have an authorized representative of your firm sign below and return one original it to our office with Notice to Proceed.

Sincerely,


Hugh W. Knight, RPLS
Survey Manager

AUTHORIZATION	
Accepted by:	
Printed Name:	MICHAEL E. MURPHY
Title:	DIRECTOR OF P.W.
Date:	10/30/01

Consulting Engineers



Civil Engineering • Planning • Surveying

October 26, 2001

Steve Chutchian
Town of Addison
5300 Belt Line Road
Dallas, Texas 75240-7606

RE: Arapaho Road Extension
ARS Proposal No. 160-01-111

Dear Mr. Chutchian;

In response to a Request for Proposal, ARS Engineers, Inc. is pleased to present this proposal for Professional Services for the referenced project.

SCOPE

Revise the Description and the Plat to reflect change in ownership.

Delivery

ARS Engineers, Inc. will be able to deliver this on or before Wednesday, October 31, 2001.

FEE

ARS Engineers proposes to perform the Work outlined above for a lump sum of Four Hundred Eighty Dollars (\$480.00).

If you have any questions regarding this proposal, please feel free to call me at (214) 739-3152. If this proposal is acceptable, please have an authorized representative of your firm sign below and return one original it to our office with Notice to Proceed.

AUTHORIZATION	
Accepted by:	<u>Steve Chutchian</u>
Printed Name:	<u>STEVE CHUTCHAN</u>
Title:	<u>ASSISTANT CITY ENGINEER</u>
Date:	<u>10/30/01</u>

Sincerely,

Hugh W. Knight, RPLS
Survey Manager

Consulting Engineers

TOWN OF
ADDISON

PUBLIC WORKS

To: HUGH KNIGHT

From: STEVE CHUTCHAN

Company: ARS ENGINEERS, INC.

FAX #: 214-750-8823

Phone: 972/450-2886

Fax: 972/450-2837

Date: 10/30/01

No. of pages (including cover): 3

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

HP LaserJet 3200se



TOALASERJET 3200
9724502837
OCT-30-2001 10:12AM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
716	10/30/2001	10:11:55AM	Send	92147508823	0:50	3	OK

TOWN OF
ADDISON

PUBLIC WORKS

To: HUGH KNIGHT

From: STEVE CHUTCHAN

Company: ARS ENGINEERS, INC.

Phone: 972/450-2886
Fax: 972/450-2837

FAX #: 214-750-8823

Date: 10/30/01

No. of pages (including cover): 3

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



Civil Engineering • Planning • Surveying

October 17, 2001

Steve Chutchian
Town of Addison
5300 Belt Line Road
Dallas, Texas 75240-7606

**RE: Arapaho Road Extension
ARS Proposal No. 160-01-108**

Dear Mr. Chutchian;

In response to a Request for Proposal, ARS Engineers, Inc. is pleased to present this proposal for Professional Services for the referenced project.

SCOPE

Stake both right of way lines of Arapaho Road from one hundred feet west of TXU easement to fifty feet east of existing concrete channel.

Delivery

ARS Engineers, Inc. will be able to stake the right of way within 48 hours of notice to proceed.

FEE

ARS Engineers proposes to perform the Work outlined above for a lump sum of Eight Hundred Thirty Five Dollars and Fifty cents (\$835.50).

If you have any questions regarding this proposal, please feel free to call me at (214) 739-3152. If this proposal is acceptable, please have an authorized representative of your firm sign below and return one original it to our office with Notice to Proceed.

↑

Sincerely,

Hugh W. Knight, RPLS
Survey Manager

AUTHORIZATION	
Accepted by:	_____
Printed Name:	_____
Title:	_____
Date:	_____

Consulting Engineers



Civil Engineering • Planning • Surveying

October 17, 2001

Steve Chutchian
Town of Addison
5300 Belt Line Road
Dallas, Texas 75240-7606

**RE: Arapaho Road Extension
ARS Proposal No. 160-01-108**

Dear Mr. Chutchian;

In response to a Request for Proposal, ARS Engineers, Inc. is pleased to present this proposal for Professional Services for the referenced project.

SCOPE

Stake both right of way lines of Arapaho Road from one hundred feet west of TXU easement to fifty feet east of existing concrete channel.

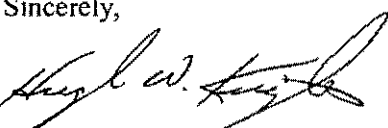
Delivery

ARS Engineers, Inc. will be able to stake the right of way within 48 hours of notice to proceed.

FEE

ARS Engineers proposes to perform the Work outlined above for a lump sum of Eight Hundred Thirty Five Dollars and Fifty cents (\$835.50).

If you have any questions regarding this proposal, please feel free to call me at (214) 739-3152. If this proposal is acceptable, please have an authorized representative of your firm sign below and return one original it to our office with Notice to Proceed.

Sincerely,


Hugh W. Knight, RPLS
Survey Manager

AUTHORIZATION	
Accepted by:	_____
Printed Name:	_____
Title:	_____
Date:	_____

Consulting Engineers



Civil Engineering • Planning • Surveying

July 9, 2001

Luke Jalbert
Town of Addison
5300 Belt Line Road
Dallas, Texas 75240-7606

**RE: Arapaho Road Extension— Property Survey of Parcel 1 showing Improvements
ARS Proposal No. 160-01-079**

Dear Mr. Jalbert;

In response to a Request for Proposal, ARS Engineers, Inc. is pleased to present this proposal for Professional Services for the referenced project.

SCOPE

Prepare a Survey Plat showing improvements and Description of Lot 3, Block 1 of the Addison Car Care Addition.

Delivery

ARS Engineers, Inc. will be able to deliver two (2) signed and sealed Plats and Descriptions on or before Friday July 20, 2001.

FEE

ARS Engineers proposes to perform the Work outlined above for a Lump Sum Fee of One Thousand, Eight Hundred Dollars (\$1,800.00).

If you have any questions regarding this proposal, please feel free to call me at (214) 739-3152. If this proposal is acceptable, please have an authorized representative of your firm sign below and return one original letter to our office with Notice to Proceed.

Sincerely,

Hugh W. Knight, RPLS
Survey Manager

AUTHORIZATION	
Accepted by:	<u>J. C. Pierce</u>
Printed Name:	<u>J. C. Pierce</u>
Title:	<u>Asst. Public Wks. Director</u>
Date:	<u>7-11-01</u>

Consulting Engineers



Civil Engineering • Planning • Surveying

June 21, 2001

Steve Chutchian
Town of Addison
5300 Belt Line Road
Dallas, Texas 75240-7606

**RE: Arapaho Road Extension— Property Survey of Parcel 15 showing Improvements
ARS Proposal No. 160-01-072**

Dear Mr. Chutchian;

In response to a Request for Proposal, ARS Engineers, Inc. is pleased to present this proposal for Professional Services for the referenced project.

SCOPE

Prepare a Survey Plat showing improvements and Description of KJA Subdivision Part 2, Addison West Industrial Park.

Delivery

ARS Engineers, Inc. will be able to deliver two (2) signed and sealed Plats and Descriptions on or before Friday July 06, 2001.

FEE

ARS Engineers proposes to perform the Work outlined above for a lump sum of Three Thousand Dollars (\$3,000.00).

If you have any questions regarding this proposal, please feel free to call me at (214) 739-3152. If this proposal is acceptable, please have an authorized representative of your firm sign below and return one original it to our office with Notice to Proceed.

11

Sincerely,

Hugh W. Knight, RPLS
Survey Manager

AUTHORIZATION	
Accepted by:	<u>Steve Chutchian</u>
Printed Name:	<u>STEVE CHUTCHIAN</u>
Title:	<u>ASSISTANT CITY ENGINEER</u>
Date:	<u>6/21/01</u>

Consulting Engineers

HP LaserJet 3200se



TO: LASERJET 3200
9724502837
JUN-21-2001 15:29

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
490	6/21/2001	15:28:49	Send	92147508823	0:37	1	OK

MAIL UP: AND ENGINEERS

2147508823;

06/21/01 2:16PM;#184;

Page 1/1



Civil Engineering • Planning • Surveying

June 21, 2001

Steve Chutchan
Town of Addison
5300 Belt Line Road
Dallas, Texas 75240-7606

RE: Arapaho Road Extension—Property Survey of Parcel 15 showing Improvements
ARS Proposal No. 160-01-072

Dear Mr. Chutchan,

In response to a Request for Proposal, ARS Engineers, Inc. is pleased to present this proposal for Professional Services for the referenced project.

SCOPE

Prepare a Survey Plat showing improvements and Description of KJA Subdivision Part 2, Addison West Industrial Park.

DELIVERY

ARS Engineers, Inc. will be able to deliver two (2) signed and scaled Plats and Descriptions on or before Friday July 06, 2001.

FEES

ARS Engineers proposes to perform the Work outlined above for a lump sum of Three Thousand Dollars (\$3,000.00).

If you have any questions regarding this proposal, please feel free to call me at (214) 739-3152. If this proposal is acceptable, please have an authorized representative of your firm sign below and return one original to our office with Notice to Proceed.

AUTHORIZATION	
Accepted by:	<i>Steve Chutchan</i>
Printed Name:	STEVE CHUTCHAN
Title:	ASSISTANT CITY ENGINEER
Date:	6/21/01

Sincerely,

Hugh W. Knight
Hugh W. Knight, RPES
Survey Manager

Consulting Engineers

3610 N. Central Expressway • Suite 1000 • Dallas, Texas 75206 • Phone (214) 739-3152 • Fax (214) 730-8823
e-mail: mail@arsengr.com • website: www.arsengr.com



Civil Engineering • Planning • Surveying

November 01, 2001

Luke Jalbert
Town of Addison
16801 Westgrove
Addison, Texas 75001-9010

**RE: Arapaho Road Extension
ARS Proposal No. 160-01-114**

Dear Mr. Jalbert:

In response to a Request for Proposal, ARS Engineers, Inc. is pleased to present this proposal for Professional Services for the referenced project.

SCOPE

Prepare Plat and Description for revising Parcel 21E to show change in ownership.

Delivery

ARS Engineers, Inc. will be able to deliver 3 sets of signed and sealed descriptions and plats on or before Friday November 9, 2001.

FEE

ARS Engineers proposes to perform the Work outlined above for a lump sum of Four Hundred Dollars Fifty Dollars (\$450.00).

If you have any questions regarding this proposal, please feel free to call me at (214) 739-3152. If this proposal is acceptable, please have an authorized representative of your firm sign below and return one original it to our office with Notice to Proceed.



AUTHORIZATION	
Accepted by:	_____
Printed Name:	_____
Title:	_____
Date:	_____

Sincerely,

Hugh W. Knight, RPLS
Survey Manager

Consulting Engineers



Civil Engineering • Planning • Surveying

November 01, 2001

Luke Jalbert
Town of Addison
16801 Westgrove
Addison, Texas 75001-9010

**RE: Arapaho Road Extension
ARS Proposal No. 160-01-114**

Dear Mr. Chutchian;

In response to a Request for Proposal, ARS Engineers, Inc. is pleased to present this proposal for Professional Services for the referenced project.

SCOPE

Prepare Plat and Description for revising Parcel 21E to show change in ownership.

Delivery

ARS Engineers, Inc. will be able to deliver 3 sets of signed and sealed descriptions and plats on or before Friday November 9, 2001.

FEE

ARS Engineers proposes to perform the Work outlined above for a lump sum of Four Hundred Dollars Fifty Dollars (\$450.00).

If you have any questions regarding this proposal, please feel free to call me at (214) 739-3152. If this proposal is acceptable, please have an authorized representative of your firm sign below and return one original it to our office with Notice to Proceed.

Sincerely,

Hugh W. Knight, RPLS
Survey Manager

AUTHORIZATION	
Accepted by:	_____
Printed Name:	_____
Title:	_____
Date:	_____

Consulting Engineers



Civil Engineering • Planning • Surveying

November 01, 2001

Steve Chutchian
Town of Addison
5300 Belt Line Road
Dallas, Texas 75240-7606

**RE: Arapaho Road Extension
ARS Proposal No. 160-01-113**

Dear Mr. Chutchian;

In response to a Request for Proposal, ARS Engineers, Inc. is pleased to present this proposal for Professional Services for the referenced project.

SCOPE

Prepare Plat and Description for revising Parcel 18-1 to clear improvements.

Delivery

ARS Engineers, Inc. will be able to deliver 3 sets of signed and sealed descriptions and plats on or before Friday November 9, 2001.

FEE

ARS Engineers proposes to perform the Work outlined above for a lump sum of One Thousand Three Hundred Dollars (\$1,300.00).

If you have any questions regarding this proposal, please feel free to call me at (214) 739-3152. If this proposal is acceptable, please have an authorized representative of your firm sign below and return one original it to our office with Notice to Proceed.

↑

Sincerely,

Hugh W. Knight, RPLS
Survey Manager

AUTHORIZATION	
Accepted by:	_____
Printed Name:	_____
Title:	_____
Date:	_____

Consulting Engineers



Civil Engineering • Planning • Surveying

November 01, 2001

Steve Chutchian
Town of Addison
5300 Belt Line Road
Dallas, Texas 75240-7606

RE: Arapaho Road Extension
ARS Proposal No. 160-01-113

Dear Mr. Chutchian;

In response to a Request for Proposal, ARS Engineers, Inc. is pleased to present this proposal for Professional Services for the referenced project.

SCOPE

Prepare Plat and Description for revising Parcel 18-1 to clear improvements.

Delivery

ARS Engineers, Inc. will be able to deliver 3 sets of signed and sealed descriptions and plats on or before Friday November 9, 2001.

FEE

ARS Engineers proposes to perform the Work outlined above for a lump sum of One Thousand Three Hundred Dollars (\$1,300.00).

If you have any questions regarding this proposal, please feel free to call me at (214) 739-3152. If this proposal is acceptable, please have an authorized representative of your firm sign below and return one original it to our office with Notice to Proceed.

PH

Sincerely,

Hugh W. Knight, RPLS
Survey Manager

AUTHORIZATION	
Accepted by:	<u>Steve Chutchian</u>
Printed Name:	<u>STEVE CHUTCHIAN</u>
Title:	<u>ASSISTANT CITY ENGINEER</u>
Date:	<u>11/1/01</u>

Consulting Engineers

FAX TRANSMITTAL FORM



5910 N CENTRAL EXPY, SUITE 1000
 DALLAS, TEXAS 75206
 214-739-3152 * 214-750-8823 FAX

TO: Steve Chutchian	FROM: Hugh W. Knight, RPLS
COMPANY: Town of Addison	DATE: 11/1/2001
FAX NO: 972 450-2837	TOTAL NO. OF PAGES INCLUDING COVER: 2
PHONE NO: 972 450-2886	PROJECT NO: 160-01-113
RE: Arapaho Road Extension	DISTRIBUTION: Ayub, Master, Proposal

<input type="checkbox"/> URGENT	<input checked="" type="checkbox"/> FOR REVIEW	<input type="checkbox"/> COMMENT	<input type="checkbox"/> RESPOND	<input type="checkbox"/> INFO ONLY
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NOTES/COMMENTS:

Attached is the cost estimate you requested. If you have any questions or need more information please call.

IF YOU FAIL TO RECEIVE ALL OR PART OF THIS FACSIMILE TRANSMISSION, OR IF IT IS NOT LEGIBLE, PLEASE CALL (214) 739-3152
 THANK YOU

**TOWN OF
ADDISON**

PUBLIC WORKS

To: HUGH KNIGHT

From: *Steve CHUT CHAN*

Company: APS

214-750-8823

FAX #: ~~972-450~~

Phone: 972/450-2886

Fax: 972/450-2837

Date: 11/1/01

No. of pages (including cover): 2

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

AGREEMENT

Original

THIS AGREEMENT is made by an _____ Corporation,
hereinafter called "ENGINEER", and the Town of _____
hereinafter called "OWNER."

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

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

NOW, THEREFORE, all parties agree as follows:

SECTION 2. SCOPE OF SERVICES

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

I. Project Definition

This project consists of the preparation of plans and specifications for bidding and construction of Arapaho Road from Marsh Lane to Surveyor Boulevard (the Project). The project will be a 4-lane reinforced concrete roadway from Marsh Lane to Surveyor Boulevard. Turn lanes will be provided at Marsh Lane, Business Avenue, Commercial Drive and Surveyor Boulevard. A raised curb median divider will be provided from west of Commercial Road to Surveyor Boulevard. Services will include geotechnical investigation and recommendations; final construction plans for the roadway, storm drainage, water, wastewater, landscaping, irrigation, traffic signals, construction sequencing, and striping; bid document originals; record drawings; and coordination with franchised utilities, the Town of Addison, City of Carrollton, and applicable agencies.

II. Detailed Scope of Basic Services

The project has been implemented in several phases consistent with the availability of funds to complete final construction plans and specifications and to finance the construction. The Scope of Services for Phase I and Phase II are described in a separate scope of services and Agreement executed February 12, 1997 with official authorization to proceed dated March 9, 1998. The Basic Scope of Services for Phase III, Phase IV, and Phase V are described herein.

A. Phase III – Final Design

1. Prepare final construction drawings that incorporate preliminary review comments from Phase II. (Scale 1" = 20' Horizontal and 1" = 5' Vertical except as noted.) The plans will be designed to meet ADA requirements. The following sheets shall be included:
 - a. Cover Sheet
 - b. Quantity Summary Sheet
 - c. Construction Phasing (Scale 1" = 40')
 - d. General Notes and Typical Sections
 - e. Existing Utilities
 - f. Demolition Plan
 - g. ROW Plan
 - h. Retaining Walls (General Notes and Typical Sections)
 - i. Utility Relocation Plan
 - j. Paving Plan and Profile Sheets
 - k. Paving Details
 - l. Striping Plans (Scale 1" = 40')
 - m. Striping Details
 - n. Grading Plan
 - o. Driveway and Special Grading Sheets
 - p. Drainage Area Map (Scale 1" = 100')
 - q. Storm Drain Plan and Profile Sheets
 - r. Storm Drain Details
 - s. Roadway Cross Sections
 - t. Street Lighting Plan
2. Prepare Contract Documents

3. Prepare Estimate of Final Construction Cost
4. Submit two (2) sets of plans to the Town of Addison for final review.
5. Incorporate Town's final review comments into final plans.

B. Phase IV – Bidding and Contract Award

1. Prepare Advertisement for Bidders.
2. Print 35 half-size sets of plans and bid documents.
3. Attend pre-bid meeting.
4. Prepare necessary addenda and respond to bidder's questions.
5. Prepare bid tabulation.
6. Recommend a bidder to the Town of Addison for the award of the construction contract.

B. Phase V – Construction

1. Provide three (3) full-size blackline sets of plans for Town and Contractor.
2. Attend pre-construction meeting.
3. Periodically inspect project during construction.
4. Respond to requests for information.
5. Review submittals, as required by the contract documents.
6. Prepare mylar record drawings and electronic files.
7. Attend final inspection.

III. Detailed Scope of Additional Services

A. Surveying

1. Prepare construction easement plat and description for an estimated construction of 7 driveways on private property.
2. Research records, obtain documents and prepare Parcel plat and description for additional parcel (No. 20).

3. Assist the geotechnical engineer in re-establishing the centerline.
4. Establish elevation at site of bore holes for subsurface exploration.
5. Provide project control staking.

B. Geotechnical Investigation

The purpose of the geotechnical investigation will be to sample and evaluate subsurface conditions along the proposed project alignment and from this data develop engineering design parameters for design and construction of the proposed improvements and to provide recommendations regarding these improvements.

1. Field Exploration

Subsurface conditions along the alignment of the Project will be evaluated by the drilling of six borings. The borings will be drilled to a depth of 10 feet or two feet into gray limestone whichever is shallower.

Cohesive soils will be sampled using a thin-walled Shelby tube sampler while granular soils will be sampled by means of the split-barrel sampler in conjunction with the Standard Penetration Test (SPT). Texas Highway Department (THD) cone penetrometer tests will be performed in the primary rock strata, if encountered. Borings will be drilled dry without the aid of drilling fluid and water level measurements will be made in each borehole at the completion of drilling and at least 24 hours later. This data will be reported on the boring logs.

2. Laboratory Tests

The necessary laboratory work will be performed in order to provide the required geotechnical design information. The project geotechnical engineer will classify the samples recovered from the field investigation in the laboratory. A laboratory testing program will then be implemented to evaluate the pertinent engineering properties of the encountered deposits. Laboratory testing will include liquid and plastic limit, moisture content, and calibrated penetrometer tests. Lime series tests will be performed to determine the optimum lime content for subgrade stabilization.

It is not anticipated that any hazardous materials will be encountered in the geotechnical investigations, and therefore no environmental tests will be performed on soil samples obtained. Should it become evident that environmental tests are necessary,

these will be authorized and paid for under provisions of a supplemental agreement.

3. Engineering Analyses and Report

The results of the field investigation and laboratory test programs will be evaluated to provide recommendations for design and construction of the pavement. The results of the investigation will be presented in an engineering report. Three copies of the report will be submitted. The report will include the following:

- a. Logs of boring, laboratory test results, borehole water level observations, and a plan of borings.
- b. Recommendations for pavement subgrade preparation.
- c. Recommendations for concrete pavement sections based upon traffic information and standards of the Town of Addison.
- d. Recommendations for design of retaining walls to include lateral earth pressures, drainage requirements, allowable retaining wall footing bearing resistance, and retaining wall footing sliding resistance.
- e. Recommendations for design of a box culvert.
- f. Discussion of the presence of groundwater and the impact of groundwater on the pavement design.

4. Other Environmental Considerations

The extension of Arapaho Road will require demolition of existing buildings. An environmental assessment of these buildings should be made to determine if any harmful materials, such as asbestos, will be encountered during demolition. This work has not been included within the scope of services. If these services are desired, they may be accomplished under the provisions of a supplemental agreement.

Material testing during construction has not been included within the scope of this investigation.

C. Traffic Study

1. Data Collection

Existing and projected traffic volumes on Arapaho Road were obtained from the Town of Addison and North Central Texas Council of Governments (NCTCOG), respectively in Phase I and Phase II of previous engineering studies.

2. Traffic Analysis

- a. Prepare preliminary traffic signal design plans and specifications for Arapaho Road intersections with Surveyor and Marsh Lane. Plans and specifications will be prepared using Town of Addison standards.
- b. Review plans and specifications with Town of Addison and revise as necessary. Prepare final plans, specifications, construction estimates and contract documents for installation of traffic signals.
- c. Prepare signal timing plans for the two intersections based on projected traffic flows and turning movements.

D. Landscape Architecture and Aesthetic Treatments

Areas for landscaping and aesthetic enhancement of Phase II of the Arapaho Road Extension Project, from Marsh Lane to Surveyor Boulevard, is generally limited to the parkway between the right curb and right-of-way line. A short length of median west of Surveyor is also available for landscaping. The landscape improvements included herein shall respond to the Town's landscape ordinance and guidelines and critical visibility concerns shall be incorporated into the overall roadway improvements.

1. Landscape Schematic Design

Attend a kickoff/programming meeting with the Town of Addison.

2. Design Development

The Design Development Package will be developed for Phase II and Phase III construction of the Arapaho Road Extension from Marsh Lane to Addison Road.

- a. Based on the approved Schematic Design, the Landscape Architect will prepare a Design Development Package. This Package will include the following:
 - Materials Plan
 - Site Grading Plan
 - Site walls/entry features

- Hardscape/paving and sidewalks
- Site lighting (location and fixture type only – circuiting by others)
- Landscape Plan
- Critical cross-sections

This package will include an appropriate level of detail to illustrate design character, intent, means, materials and construction methods sufficient to further refine Probable Construction Cost.

- b. Prepare an Opinion of Probable Construction Costs based on Design Development Drawings.
- c. Meet with the Town to review the Design Development Package and receive comments from Town staff for incorporation into the construction document package.

3. Construction Documents

The Construction Documents, based on the approved Design Development Package will be prepared for Phase II construction of the Arapaho Road Extension, from Marsh Lane to Surveyor Boulevard.

- a. The construction documents will include the following:
 - Layout and Materials Plan
 - Enlarged Intersection Layout and Materials Plan, if required
 - Grading Plan for the R.O.W. Improvements
 - Enlarged Intersection Grading Plan, if required
 - Planting Plan
 - Enlarged Intersection Planting Plan, if required
 - Irrigation Plan
 - Enlarged Intersection Irrigation Plan, if required
 - Site Lighting (location and fixture type; circuiting by others)
 - Details and sections at appropriate scales necessary to convey the sizes, appearances, finishes, and colors of all pavements, walls, site furnishings, and light fixtures
 - Coordinate structural details and incorporate on plans to be approved by structural
- b. Prepare Technical Specifications (CSI format) describing all elements of the proposed work.

- c. Prepare a revised Opinion of Probably Construction Costs based on Design Development Drawings.
 - d. Meet with the Town to review the Construction Document Package and receive comments from Town staff for finalizing the construction document package.
4. Phase II Construction Bidding Services
- a. Prepare a list of qualified potential contractors who can perform the work.
 - b. Prepare addenda as may be required during the bidding or negotiating process.
 - c. Assist the Town in the evaluation and assessment of bids or negotiated proposals.
 - d. Propose and/or evaluate value engineering and substitutions with respect to cost implications and effect on quality and/or scope of the work.

SECTION 3. PAYMENT

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

Basis of Compensation

Payment shall be made monthly by Owner to Engineer based upon statements submitted by the Engineer for work performed.

Compensation for performing Basic Services shall be on a Lump Sum Basis as developed through man-hour estimates presented in Exhibit B and C. The Lump Sum amount for Basic Services shall be \$246,484.52. Compensation for Additional Services and expenses shall be made based on actual invoices received from subcontractors and/or material supplies incurring costs attributable to the project. The estimated fee for Additional Services for subconsultants is given in the attached Exhibits D, E, F and G. The maximum Additional Services fee shall be \$47,639.00. Engineer agrees to perform the Basic and Additional Services to complete the project for a maximum total fee of \$294,124.

SECTION 4. RESPONSIBILITIES

Engineer shall be responsible for the professional quality, technical accuracy, and the coordination of the design, drawings, plans, specifications, estimates,

and other services furnished by Engineer under this Agreement. Engineer shall, without additional compensation, correct or review any errors or deficiencies that are attributable to the Engineer in the design, drawings, plans, specifications, estimates, and other services.

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

The rights and remedies of Owner under this Agreement are as provided by law.

SECTION 5. TIME FOR PERFORMANCE

Engineer shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with the Owner's requirements. As time is of the essence for this Agreement, the services for Phase II construction shall be completed within nine months of Notice-to-Proceed.

In the event Engineer's performance of this Agreement is delayed or interfered with by acts of the Owner or others, Engineer may request an extension of time for the performance of same as hereinafter provided. If such delay is in excess of 60 days on any one occurrence or a cumulative delay of over 180 days, Engineer shall have the right to renegotiate the remainder of this contract. A delay shall be defined as any event caused by others that substantially inhibits the Engineer from proceeding with his work on the project. This shall include, but is not limited to, Town reviews, right-of-way negotiations and awaiting critical information to be supplied by Town or franchised utility companies.

No allowance of any extension of time, for any cause whatever, shall be claimed or made by the Engineer, unless Engineer shall have made written request upon Owner for such extension within 14 calendar days after the cause for such extension occurred, and unless Owner and Engineer have agreed in writing upon the allowance of additional time to be made.

SECTION 6. DOCUMENTS

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

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

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

SECTION 7. TERMINATION

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

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

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

a reasonable period of time from the date of notice, Owner may terminate this Agreement as provided in this Section 7.

SECTION 8. INSURANCE

Engineer shall provide and maintain Worker's Compensation and Employer's Liability Insurance for the protection of Engineer's employees, as required by law. Engineer shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting Engineer and Owner against liability from damages because of injuries, including death, suffered by any person or persons other than employees of Engineer, and liability for damages to property, arising from or growing out of Engineer's operations in connection with the performance of this Agreement.

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

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

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

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

SECTION 9. INDEMNIFICATION FOR INJURY AND PERFORMANCE

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

The Engineer hereby agrees to protect, indemnify and hold harmless the Owner, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnities"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in

part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of the Engineer, its officers, employees, servants, agents or subcontractors, or anyone else under the Engineer's direction and control, and arising out of, occurring in connection with, resulting from or caused by the performance of any services called for by this Agreement. In the event one or more of the Indemnities is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, the Engineer shall be obligated to indemnify Owner as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The Engineer is not responsible for the actions of the Owner's contractor to perform the construction of the improvements covered under this Agreement.

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

SECTION 10. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

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

SECTION 11. INDEMNIFICATION FOR NON-PAYMENT

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

SECTION 12. ASSIGNMENT

Engineer shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of Owner.

SECTION 13. APPLICABLE LAWS

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

SECTION 14. DEFAULT OF ENGINEER

In the event Engineer fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by Owner to Engineer, Owner may, at its sole discretion without prejudice to any other right or remedy:

- Terminate this Agreement and be relieved of the payment of any further consideration to Engineer except for all work determined by Owner to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Engineer to and from meeting called by Owner at which Engineer is required to attend, but shall not include any loss of profit of Engineer. In the event, of such termination, Owner may proceed to complete the services in any manner deemed proper by Owner, either by the use of its own forces or by resubletting to others. In either event, the Engineer shall be liable for all costs in excess of the total contract price under this Agreement incurred to complete the services herein provided for and the costs so incurred may be due or that may thereafter become due to Engineer under and by virtue of this Agreement.
- Owner may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the Engineer. Engineer shall not be considered in default of this Agreement for delays in performance caused by acts of the Owner or other circumstances beyond the reasonable control of the Engineer.

SECTION 15. ADJUSTMENTS IN SERVICES

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

SECTION 16. EXECUTION BECOMES EFFECTIVE

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

SECTION 17. AGREEMENT AMENDMENTS

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

SECTION 18. WRITTEN NOTICES

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

SECTION 19. GENDER AND NUMBER

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of _____, 2000.

OWNER:
TOWN OF ADDISON, TEXAS

ENGINEER:
HNTB CORPORATION

By Ron Whitehead
Ron Whitehead, City Manager
5300 Beltline Road
P.O. Box 144
Addison, Texas 75001-0144

By Benjamin J. Biller
Benjamin J. Biller P.E.
Vice President
Central Division
14114 Dallas Parkway, #630
Dallas, Texas 75240

Witness: W. E. Murphy
Director of Public Works

Witness: [Signature]

**ARAPAHO ROAD EXTENSION
MARSH LANE TO SURVEYOR BOULEVARD
FEE PROPOSAL-SEPTEMBER 2000**

Phase III - Final Design
Phase IV - Bidding and Contract Award
Phase V - Construction

Basic Services

<u>Job Title</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Total</u>
HNTB			
Project Manager	240	\$53.00	\$12,720.00
Assistant Project Manager	296	\$44.00	\$13,024.00
Project Engineers	384	\$32.00	\$12,288.00
Design Engineers	430	\$23.00	\$9,890.00
CADD Technicians	444	\$22.00	\$9,768.00
Clerical	184	\$17.00	\$3,128.00
Direct Labor Cost Phase III, Phase IV, and Phase V Basic Services			\$60,818.00
Indirect Labor, Overhead			\$93,830.01
HNTB Subtotal			<u>\$154,648.01</u>
Profit and Contingency			\$23,197.20
Out-of-Pocket Expense			\$4,250.00
HNTB Subtotal Fee, Basic Services			<u>\$182,095.21</u>
GBW			
See GBW Proposal			\$64,389.31
Basic Services Fee			<u>\$246,484.52</u>
<u>Additional Services</u>			
Surveying, See ARS Inc. Proposal			\$3,572.00
Geotechnical, See TerraMar Proposal			\$5,785.00
Traffic Engineering, See Jack Hatchell Associates Proposal			\$14,500.00
Landscaping, See HNTB Proposal			\$23,782.00
Subtotal Fee, Additional Services			<u>\$47,639.00</u>
TOTAL FEE FOR SERVICES			\$294,124

**ARAPAHO ROAD EXTENSION
PHASE II CONSTRUCTION
MARSH LANE TO SURVEYOR BOULEVARD
ESTIMATE OF MANHOURS
ENGINEERING SERVICES**

	Number of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical	GBW
A. Phase III - Design and Plans								
1. Construction Drawings								
a. Cover Sheet	1			4		16	1	
b. Quantity Summary Sheets	3				16	16	2	
c. Removal Sheets	1			8	8	16		
d. Utility Relocations	2			4	8			76
e. Construction Sequence	2		8					96
f. General Notes, Typical Sections	1			8	8	16		
g. Plan and Profile Sheets	5		8	40	80	110		
h. Paving, Sidewalk, Intersection, Misc Details	3			20	48	80		
i. Driveway Details, Spec Grading	1			16	32	16		
j. Striping Plans and Details	3		12					58
k. Drainage Area Map	1		4					60
l. Stormwater Calculations	1			8				30
m. Storm Drain Plan and Profile	2			16				116
n. Storm Drain Details	1							28
o. SW3P Plans	2		4					104
p. SW3P Details	1		4					44
q. Traffic Signal Plans, Details	6		8					104
r. Roadway Lighting, Details	3		4	60		30		
s. Signing, Plans and Details	3			60		30		
t. Specs and Contract Documents			40				24	40
u. Construction Cost Estimates			8	24	40			24
v. Review Comment Revisions			24	8	12	40		
w. Bid Quantities			20	36	48			44
2. Building Demolition Plans								
a. Cover Sheet	1		4			16	1	
b. Site Plan and Details	1			4	16	16		
c. Specifications and Contract Documents			4	24				
Subtotal Hours	-	0	152	340	316	402	28	824

	Number of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical	GBW
3. Project Management, Admin		240	60				30	60
B. Phase IV - Bidding and Contract Award								
1. Prepare Advertisement for Bidders			4			4	10	
2. Print 25 Blue-line Sets of Plans & Bid Documents			2					
3. Prepare Addenda & Respond to Bidder's Questions			32	20	30	10	40	
4. Prepare Bid Tabulation			2	8		4	16	
5. Recommend a Bidder to the Town of Addison			4				8	
C. Phase V - Construction								
1. Provide 3 Full-size Blue-line Sets-Town & Contractor			4					
2. Review Submittals			20			16	44	
3. Prepare Mylar Record Drawings			16	16	84	8	8	
<i>Total Hours</i>	-	240	296	384	430	444	184	884
<i>Labor Rates</i>	-	\$53	\$44	\$32	\$23	\$22	\$17	
<i>Direct Labor Cost</i>	-	\$12,720	\$13,024	\$12,288	\$9,890	\$9,768	\$3,128	\$21,032

Arapaho Road Extension
Final Design of Phase 2
Marsh Lane to Surveyor Boulevard
(GBW Engineers, Inc.)

TASK	Assistant Project Manager	Project Engineer	Design Technician	CADD Operator	Clerical	TOTAL
1. Project Meetings	32					32
2. Utility Coordination	4		16		8	28
3. Drainage Plan/Profiles	4	16	16	80		116
4. Drainage Calculations	2	8	4	16		30
5. Drainage Area Map	4	8	8	40		60
6. Utility Relocations	4	16	16	40		76
7. Construction Sequence/Traffic Control	4	16	16	60		96
8. Striping	2	8	8	40		58
9. Storm Water Pollution Prevention Plan	4	8	12	80		104
10. Traffic Signal Drafting	4			100		104
11. Details	4	12	16	40		72
12. Bid Quantities	4	8	24		8	44
13. Bid Documents and Specifications	24				16	40
14. Opinion of Probable Cost	4	16			4	24
Total Hours	100	116	136	496	36	884
Hourly Rate	\$45	\$41	\$24	\$16	\$16	
Direct Labor Cost	\$4,500	\$4,756	\$3,264	\$7,936	\$576	\$21,032

Direct Labor Cost \$21,032.00
 Indirect Labor, Overhead \$32,784.79
 Subtotal \$53,816.79
 Profit and Contingency \$8,072.52
 Direct Expense \$2,500.00
TOTAL FEE (Basic Services) \$64,389.31



EXHIBIT D

Civil Engineering • Planning • Surveying

September 7, 2000

Mr. Dan Becker, P.E.
HNTB, Inc.
14114 Dallas Parkway, Suite 630
Dallas, Texas 75240-4381
(972) 661-5626

RE: Arapaho Road Extension
Professional Surveying Services
Prepare New Parcel Plat and Description
ARS Reference No. 160-96-048

Dear Mr. Becker:

ARS Engineers, Inc. is pleased to submit the following fee proposal for providing professional surveying services for the preparation of an additional Right of Way parcel plat and description for the above referenced project and other services as follows:

1. Research public records to determine current owner and obtain necessary document copies.
2. Prepare Parcel Plat and Description.
3. Surveys to set new parcel corners.
4. Deliver three (3) each Plat and Description, with original signatures in blue ink.
5. Establish existing ground surface elevations at L-8 bore holes for subsurface explorations.
6. Stake centerline from Marsh Lane to Sta 37+00.

ARS Engineers, Inc. proposes a not to exceed fee of \$3,572.00 to perform the above services.

If you have any questions or concerns regarding this matter, please feel free to call me or Mr. Hugh Knight at (214) 739-3152.

Sincerely,

A handwritten signature in cursive script that reads "Ayub R. Sandhu".

Ayub R. Sandhu, P.E., RPLS
President

Consulting Engineers

TERRA-MAR**EXHIBIT E**

Consulting Engineers • Geotechnical • Environmental • Construction Materials Testing

DALLAS • FORT WORTH • HOUSTON • AUSTIN • LONGVIEW

March 17, 2000

Mr. Dan Becker, P.E.
HNTB
14114 Dallas Parkway, Suite 630
Dallas, Texas 75240

Phone: 972-661-5626
Fax: 972-661-5614

Re: Proposal for Geotechnical Services
Arapaho Road Extension
Addison, Texas
TMI Proposal No. P00-1553DE

Dear Mr. Becker:

We are pleased to submit this proposal to provide geotechnical services for the above referenced project. This proposal includes a description of the project, and our proposed scope of services, project schedule, and budget.

PROJECT DESCRIPTION

The project will consist of extending Arapaho Road from Marsh Lane east approximately 2,500 feet to Surveyor Boulevard in the Town of Addison, Texas. Cuts and fills up to about 6 feet are anticipated for the roadway alignment. A box culvert is anticipated near Sta. 30+50 west of Surveyor Boulevard.

SCOPE OF SERVICES

Our services for this project will include a field investigation, laboratory testing and engineering analysis in order to develop recommendations to guide design and construction of the Arapaho Road extension. A description of our proposed scope of services is presented below.

Field Investigation

We propose to drill six borings for this project. The borings will be drilled and sampled to a depth of 10 feet or two feet into gray limestone, whichever is shallower. The borings will be continuously sampled using either thin-walled. The samples will be properly logged, packaged, sealed, and placed in core boxes for transportation to the laboratory.

The drill crew foreman will record the depth that seepage water is encountered during drilling. Water level readings will also be obtained from each boring at drilling completion. The boreholes will be backfilled with auger cuttings after the water level readings are obtained.



TERRA-MAR

Mr. Dan Becker, P.E.
HNTB
TMI Proposal P00-1553DE
March 17, 2000
Page 2

A representative of Terra-Mar, Inc will stake the boring locations. It is assumed that others will mark the centerline of the road so that we can locate our borings in the field. Determining the ground surface elevation at the boring locations is not within our authorized scope of service.

We assume that the client has the right-of-entry to the property and that the boring locations will be accessible to our conventional truck-mounted drilling equipment during normal working days. We have also assumed that traffic control will not be required to complete the borings.

The drilling operations will proceed in a manner that will reduce the potential of damage to underground utilities. We request that we be provided with any information regarding any existing underground utilities on-site prior to beginning the fieldwork. We will coordinate underground utility line clearance with the Texas Excavation Safety System and the Town of Addison. However, we will not be responsible for damage to underground utility lines that are not properly identified by others prior to mobilization of drilling equipment to the site.

Laboratory Testing

The project geotechnical engineer will classify the samples recovered from the field investigation in the Terra-Mar laboratory. A laboratory testing program will then be implemented to evaluate the pertinent engineering properties of the encountered deposits. Laboratory testing will include liquid and plastic limit, moisture content, and calibrated penetrometer tests. Lime series tests will be performed to determine the optimum lime content for subgrade stabilization.

Engineering Analyses and Report

The results of the field investigation and laboratory test programs will be evaluated to provide recommendations for design and construction of the pavement. The results of the investigation will be presented in an engineering report. Three copies of the report will be submitted. The report will include the following:

1. Logs of boring, laboratory test results, borehole water level observations, and a plan of borings.
2. Recommendations for pavement subgrade preparation.
3. Recommendations for pavement concrete pavement sections based upon traffic loading information provided by others.
4. Recommendations for design of retaining walls to include lateral earth pressures, drainage requirements, allowable retaining wall footing bearing resistance, and retaining wall footing sliding resistance.
5. Recommendations for design of a box culvert.
6. Discussion of the presence of groundwater and the impact of groundwater on the pavement design.

TERRA-MAR

Mr. Dan Becker, P.E.
HNTB
TMI Proposal P00-1553DE
March 17, 2000
Page 3

PROJECT SCHEDULE AND BUDGET

We propose to initiate the investigation within five working days after receiving notice to proceed. Field operations will require one day to complete, following clearing of the boring locations for underground and overhead utilities. The laboratory testing program will require approximately five days to complete. The engineering report will be finalized within ten working days after the laboratory testing is completed. Preliminary results may be available if desired during the course of investigation.

We propose to provide the above-described scope of services for a lump sum fee of **\$5,785**. Any additional services not included in our proposed scope will be invoiced on a time and materials basis in accordance with our standard schedule of fees.

CLOSURE

We appreciate the opportunity to be of assistance on this project. Should you have any questions, please call.

Sincerely,

TERRA-MAR INC.



Roger K. Southworth, P.E.
Project Manager



Tim G. Abrams, P.E.
Manager, Geotechnical Services

PROPOSAL ACCEPTANCE AGREEMENT

Description of Services: Geotechnical Investigation
 Project Name: Arapaho Road Extension
 Project Location: Addison, Texas
 TERRA-MAR Proposal #: P00-1553DE

APPROVAL AND PAYMENT OF CHARGES. Fees will be billed to the account of, and invoices will be mailed to:

Firm: _____
 Attention: _____ Title: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Telephone: _____ Fax: _____

PROPOSAL ACCEPTED BY: _____
 TITLE: _____
 DATE ACCEPTED: _____

PAYMENT TERMS: Payable in accordance with the attached agreement(s). Invoices for completed work will be issued every month for continuous or extended projects unless otherwise mutually agreed upon in writing.

PROPERTY OWNER IDENTIFICATION (If other than above):

Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Telephone: _____ Fax: _____

SPECIAL PROVISIONS: _____

Please note that TERRA-MAR reserves the right to withhold all reports until such time as TERRA-MAR receives a signed Proposal Acceptance Agreement or other written authorization referencing this Proposal Acceptance Agreement with its Attachment (the Professional Services + General Terms and Conditions indicated below) in its entirety. This Proposal Acceptance Agreement, together with TERRA-MAR's Proposal, Unit Fee Schedule, and the attached General Terms and Conditions specified below, constitute the entire Agreement between the Client and TERRA-MAR and supersedes all prior written or verbal understandings.

- Geotechnical Engineering Services General Terms and Conditions
- Environmental Engineering Services General Terms and Conditions
- Construction Materials Engineering Laboratory Inspection and Materials Testing Services General Terms and Conditions
- Other



TERRA-MAR, INC.
PROFESSIONAL SERVICES • GENERAL TERMS AND CONDITIONS

GEOTECHNICAL ENGINEERING SERVICES

The General Terms and Conditions agreed to by the parties are as follows:

1. PARTIES: Terra-Mar, Inc. (hereinafter "TMI") refers to the company performing the scope of work described herein and detailed in the TMI Proposal. "Client" refers to the person or business entity ordering the scope of work to be performed by TMI. If the Client is ordering work on behalf of another, Client represents and warrants that it is the duly authorized agent of the party that will benefit from the work. Unless otherwise stated in writing, Client assumes sole responsibility for the sufficiency of the work ordered. Client shall communicate these General Terms and Conditions to any third party to whom Client transmits any part of TMI's work. After execution of the Proposal Acceptance Agreement to which these General Terms and Conditions are attached and made a part thereto, TMI shall have no duty or obligation to any third party greater than that set forth in these General Terms and Conditions.

2. SCOPE OF WORK: "Work" means the specific environmental, geotechnical, analytical, testing or other service to be performed by TMI as set forth in TMI's Proposal, previously referenced herein and made a part hereof.

3. TESTS AND INSPECTIONS: Client shall ensure that all tests and inspections of the site, all materials provided, and work performed by others are delivered in a timely manner in accordance with the plans, specifications, contract documents, and TMI's recommendations. No claims for loss, damage or injury shall be brought against TMI by Client or any third party unless all reviews, tests and inspections have been so performed and unless TMI's recommendations have been followed. Client agrees to indemnify, defend and hold TMI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including but not limited to, court costs and reasonable attorney's fees in the event that all such reviews, tests, and inspections are not so performed or TMI's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act, or omission of TMI, its officers, agents or employees.

4. SCHEDULING OF WORK: The services set forth in the Proposal will be accomplished in a timely, workmanlike and professional manner by TMI personnel or authorized subcontractors. If TMI is required to delay commencement of work or if, upon undertaking work, TMI is required to halt work due to changes in the scope of work, interruptions in other aspects of the Project, or other causes beyond the reasonable control of TMI, additional charges will be applicable and payable by the Client.

5. ACCESS TO SITE: Client will provide access to the site for TMI to perform the work. TMI shall take reasonable measures to minimize damage to the site and any improvements as the result of its work; however, TMI has not included in its fee the cost of restoration of damage which may occur. TMI will restore the site to its former condition, upon written request from Client that provides for payment to TMI for the cost thereof.

6. DAMAGE TO EXISTING MAN-MADE OBJECTS: Unless TMI assumes in writing the responsibility of locating subsurface or latent conditions, Client agrees to indemnify and save TMI harmless from all claims, suits, losses, cost and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TMI's performance of its work and arising from subsurface or latent conditions, or damage to subsurface or latent objects, structures, lines or conduits where the actual presence and location thereof was not revealed to TMI by Client.

7. CONFIDENTIALITY: During the Project, TMI and its employees may obtain, directly or indirectly, secret and confidential information considered proprietary by Client. TMI agrees, on behalf of itself and its employees, to maintain the confidentiality of information formally designated as proprietary by the Client unless directed by Client in writing to disclose the information to others.

8. RESPONSIBILITY: TMI's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. TMI will not be responsible for evaluating, reporting or affecting job conditions relative to the health, safety or welfare of any persons other than its own employees. TMI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the Contract documents.

9. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test. All drilling samples or specimens will be disposed of sixty (60) days after submission of TMI's report. All archaeological samples will be returned to Client for permanent curation following submittal of TMI's final report.

10. PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen percent (18%) per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client agrees to pay TMI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.

TERRA-MAR, INC.

Remedies available to TMI for collection of amounts due, including mechanic's liens, shall not be limited by any contractual provision or other agreement that is not specifically made a part of this Agreement.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, TMI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place TMI's files in order and/or to protect its professional reputation.

12. WARRANTY: TMI's services will be performed, its findings obtained, and its reports prepared in accordance with the Proposal which has been mutually agreed upon as well as these General Terms and Conditions. In performing its professional services, TMI will strive to perform services under these General Terms and Conditions in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This warranty is in lieu of all other warranties, either express or implied.

13. INSURANCE AND INDEMNITY: TMI agrees to carry the following liability insurance: Statutory Workers' Compensation and Employers' Liability, Comprehensive General Liability, and Comprehensive Automobile Liability. TMI will furnish certificates of insurance on request. To the extent of the coverage limits maintained by TMI and subject to the exclusions therein and the amount of the claims paid by such insurance, TMI agrees to indemnify and hold Client harmless from all losses, claims, demands, causes of action, and suits arising out of the willful or negligent acts of TMI, its officers, agents, employees, or subcontractors, in performing professional services at the worksite, in furnishing and using equipment and materials at the worksite, or in traveling to and from the worksite. If Client specifically requires additional insurance coverage, TMI will obtain the specific insurance coverage (if procurable) at Client's expense. TMI does not indemnify Client for damage arising out of Client's independent use of TMI data, advice, recommendations and reports.

14. AGREEMENT TO ARBITRATE: All disputes related directly or indirectly to any aspect of this contract, work related to this contract, or to any matter in this contractual relationship shall be arbitrated pursuant to and by the American Arbitration Association in Dallas, Texas.

15. PRIORITY OF DOCUMENTS: These General Terms and Conditions, together with the Proposal Acceptance Agreement and associated documents, shall control over any conflicting provisions within purchase orders, work orders, letters of intent, or other similar documents.

16. APPLICABLE LAW: This Agreement shall be governed by and construed according to the laws of the State of Texas. The venue for all claims asserted under this Agreement shall be Dallas County, Texas.

END OF DOCUMENT

**Arapaho Road Extension
Final Design of Phase 2
Marsh Lane to Surveyor Boulevard
(Jack Hatchell & Associates)**

TASK-SIGNALIZATION FOR TWO INTERSECTIONS	FEE
1. Preliminary Design	\$6,000
2. Final Design	\$4,500
3. Timing Plans- includes all traffic/turning movements	\$4,000
TOTAL	\$14,500

**ARAPAHO ROAD EXTENSION
 PHASE II CONSTRUCTION
 MARSH LANE TO SURVEYOR BOULEVARD
 ESTIMATE OF MANHOURS
 LANDSCAPE ARCHITECTURAL SERVICES**

EXHIBIT G

	Number of Sheets	Group Director	Design Director	Senior LA	LA 3	LA 2	LA 1	Totals
D. Landscaping and Architectural Treatments								
1. Landscaping Master Plan								
a. Initial Programming Meeting	Roll			6		6		12
b. Schematic Master Plan	Dwg							0
c. Plan Revisions, Meetings								0
<i>Task 1 Total Hours</i>	-	0	0	6	0	6	0	12
<i>Hourly Rates</i>	-	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87	-
<i>Task 1 Direct Labor Cost</i>	-	\$0	\$0	\$185	\$0	\$110	\$0	\$294
<i>Task 1 Indirect Labor, Overhead, Profit</i>	-	\$0	\$0	\$572	\$0	\$340	\$0	\$912
2. Design Development								
a. Design Development Package	5	4	8	32				44
b. Construction Cost Estimate				8		8		16
c. Review Meeting, Revisions				4		4	4	12
<i>Task 2 Total Hours</i>	-	4	8	44	0	12	4	72
<i>Hourly Rates</i>	-	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87	-
<i>Task 2 Direct Labor Cost</i>	-	\$129	\$300	\$1,354	\$0	\$219	\$63	\$2,065
<i>Task 2 Indirect Labor, Overhead, Profit</i>	-	\$399	\$930	\$4,197	\$0	\$680	\$197	\$6,403
3. Construction Documents								
a. Prepare Construction Drawings	6	4		28		64	64	160
b. Technical Specifications				8		16	16	40
c. Construction Cost Estimate				4		4	8	16
d. Plan Review, Revisions				4		4	4	12
<i>Task 3 Total Hours</i>	-	4	0	44	0	88	92	228
<i>Hourly Rates</i>	-	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87	-
<i>Task 3 Direct Labor Cost</i>	-	\$129	\$0	\$1,354	\$0	\$1,608	\$1,460	\$4,551
<i>Task 3 Indirect Labor, Overhead, Profit</i>	-	\$399	\$0	\$4,197	\$0	\$4,984	\$4,526	\$14,107

	Number of Sheets	Group Director	Design Director	Senior LA	LA 3	LA 2	LA 1	Totals
4. Bid and Contract Award								
a. Prepare List of Subcontractors								0
b. Prepare Bid Addenda								0
c. Evaluation of Bids				4				4
d. Review Value Engineering Proposal				16		8	0	24
<i>Task 4 Total Hours</i>	-	0	0	20	0	8	0	28
<i>Hourly Rates</i>	-	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87	-
<i>Task 4 Direct Labor Cost</i>	-	\$0	\$0	\$615	\$0	\$146	\$0	\$762
<i>Task 4 Indirect Labor, Overhead, Profit</i>	-	\$0	\$0	\$1,908	\$0	\$453	\$0	\$2,361
<i>TOTAL Hours</i>	-	8	8	114	0	114	96	340
<i>Hourly Rates</i>	-	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87	-
<i>TOTAL Direct Labor Cost</i>	-	\$258	\$300	\$3,508	\$0	\$2,083	\$1,524	\$7,672
<i>TOTAL Indirect Labor, Overhead, and Profit</i>	-	\$799	\$930	\$10,874	\$0	\$6,457	\$4,723	
TOTAL FEE								\$23,782

HP LaserJet 3200se



TOALASERJET 3200
9724502837
NOV-27-2001 12:33PM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
203	11/27/2001	12:20:19PM	Send	99727889334	12:52	31	OK

TOWN OF
ADDISON

PUBLIC WORKS

To: Ma

From: Michael E. Murphy, P.E.
Director of Public Works

Company: _____

Phone: 972/450-2878
Fax: 972/450-2837

FAX #: 972 788 9334

Date: 11/27/01

No. of pages (including cover): _____

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



March 22, 2001

Mr. Steven Z. Chutchian, P.E.
Assistant City Engineer
Town of Addison
16801 Westgrove Drive
P.O. Box 9010
Addison, Texas 75001-9010

ARAPAHO ROAD EXTENSION, MARSH LANE TO SURVEYOR BOULEVARD
Supplemental Agreement No. 2

Dear Mr. Chutchian:

On March 19, 2001, you requested full meets and bounds for the temporary construction easements for parcel 17-1, 18-2, and 19 (Arapaho Road Phase 2). Attached is a scope and fee estimate (\$2,844.75) from ARS Surveyors for this additional work.

If the fee estimate is acceptable to the Town of Addison, this letter may serve as Supplemental Agreement No. 2, with your return of a copy bearing signature of acceptance in the space provided.

Very truly yours,

HNTB CORPORATION

Benjamin J. Biller
Benjamin J. Biller, P.E.
Vice President, Central Division

Enclosure

BJB/dsl

ACCEPTED:

TOWN OF ADDISON

By: *J. P. [Signature]*

Title: *Asst Dir Pub Wks*

Date: *3-23-01*

25768

The HNTB Companies

REQUEST FOR QUALIFICATIONS

ARAPAHO ROAD EXTENSION

TOWN OF ADDISON

The Town of Addison is presently accepting Statements of Qualifications from engineering firms for the design of the Arapaho Road Extension. The scope of the project is to extend Arapaho Road from its existing terminus at Addison Road, west to Marsh Lane (See attached map). The initial phase of the project will consist of an alignment study to determine right-of-way needs. The second phase will be the design of the roadway. Included in the design will be traffic signals, railroad crossings, and a possible grade separated intersection at Midway Road.

Addison will accept written Statements of Qualifications (SOQ) from engineering consultants through April 30, 1996. Two (2) copies of the SOQ shall be submitted. The SOQ should contain a maximum number of thirty five (35) single sided pages on 8½" X 11" paper. The engineering firm should provide enough information to demonstrate the firm's ability to design the project. The SOQ shall designate the individuals who will be assigned to this project (Principal-in-charge, Project Manager, Project Engineer, etc.) and resumes for each individual. A list of similar projects in scope and size to the Extension of Arapaho Road that the firm has completed in the last five (5) years shall be provided. For each project a description shall be provided along with project cost, completion date, names of proposed design team members involved in the project, name of the client, contact person, and phone number for contact person. This project will be partially funded with the Town's DART-LAP monies. The Town of Addison currently has a disadvantaged business enterprise (DBE) goal of 15% where DART-LAP monies are utilized.

All written Statements of Qualifications submitted will be evaluated by the Selection Committee, which will be made up of John Baumgartner, Director of Public Works, and David Nighswonger, Public Works Engineer. The review of the SOQ's will be based on the selection criteria shown on the attached pages. The SOQ should specifically address each criteria for evaluation. If it is deemed necessary, the top three (3) firms will be asked to meet with the Town and make oral presentations. The most qualified consultant will then present a proposal to perform the work and a fee will be negotiated. The design contract will go to the City Council for approval.

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

Mailing:	John Baumgartner Director of Public Works P.O. Box 144 Addison, Texas 75001	Street:	16801 Westgrove Addison, Texas 75248
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Phone:	(214)450-2871	Fax:	(214)931-6643
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The HNTB Companies

Interoffice Correspondence

To File

Date May 23, 2001

From AMS

Subject Arapaho Road Phase II
Meeting Minutes

Meeting Location: Addison Service Center
Addison, Texas

Topic: Powerpoint Slides & Phase III Contract Revisions

Date/Time: May 17, 2001 10:00 AM

Attendees: Town of Addison: Steve Chutchian
HNTB: Jerry Holder
Angie Stoddard

PowerPoint Slides

- Slide 1 – Phase 2 ROW
- Slide 2 – Phase 3 ROW
- Slide 3 – Schematic for Phase 2 and Phase 3
- Slide 4,5 – Individual Properties as separate slides
- Email to Mike Murphy (copy to Steve Chutchian) by Friday May 18, 2001 or Monday, May 21, 2001.

Contracts

- Phase 2 Supplement and Phase 3 will go to City Council on Tuesday night

Phase 3 ROW

- Appraiser will appraise every tract and send a letter to property owner
- Property owner can accept, counteroffer, or property will go to condemnation
- Need to stay within the 2 month time frame

Phase III Contract Changes

- ROW is a separate contract – need to remove
- Add time for coordination with firm to design bridge (structural and architecture)
- Town may purchase Metro Brick property for bike/ped staging area
 - Additional bike/ped staging area west of TxU property
 - Bike trail from Addison Road to west of TxU property
 - Coordinate with Slade Strickland on sidewalk and vegetation
 - Trail will go over bridge
- Inspection – price out a 40 hr week versus a 20 hour week
 - Include clause for inflation

Memo to File
From AMS

- 2 -

Topic: Slides and Phase III Contract
Date : May 17, 2001

- Leave inspection as an exclusive item
- Bridge may require 2 people for inspection (bridge and roadway)
- Jerry will talk with Dan Becker and Wallace regarding inspection level
- Phase III Contract will be on June 2001 Council agenda

Work Schedule

- Steve will be out of the office during the week of May 28, 2001
- Steve and Jim are out of the office on every other Friday

HNTB ARCHITECTS ENGINEERS PLANNERS

14114 Dallas
Parkway, Suite 630
Dallas, Texas
75240-4381
(972) 661-5626
FAX (972) 661-5614
www.hntb.com

May 11, 2001

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

Attn: Mr. Steven Z. Chutchian, P.E.


**ARAPAHO ROAD EXTENSION, MARSH LANE TO SURVEYOR BOULEVARD
Supplemental Agreement No. 3**

Dear Mr. Chutchian:

Attached is an updated fee proposal for the referenced Supplemental Agreement. This Supplement is for additional engineering services for a right-turn bay on Marsh Lane. This update is in response to Jim Pierce's markups and your comments during our meeting on May 7, 2001. We hope this fee estimate is acceptable to the Town of Addison. If so, this letter may serve as Supplemental Agreement No. 3, with your return of a copy bearing signature of acceptance in the space provided.

Very truly yours,

HNTB CORPORATION


Benjamin J. Biller, P.E.
Vice President, Central Division

BJB/dsl

Enclosure

ACCEPTED:

TOWN OF ADDISON

By: 

Title: CITY MANAGER

Date: 5-22-01

25768

The HNTB Companies

OFFICES: ALEXANDRIA, VA; ANNAPOLIS, MD; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH; COLUMBUS, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; ELKINS, WV; FAIRFIELD, NJ; FT. WORTH, TX; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVINE, CA; KANSAS CITY, MO; KNOXVILLE, TN; LANSING, MI; LOS ANGELES, CA; LOUISVILLE, KY; MADISON, WI; MIAMI, FL; MILWAUKEE, WI; MINNEAPOLIS, MN; NASHVILLE, TN; NEW YORK, NY; OAKLAND, CA; ORLANDO, FL; OVERLAND PARK, KS; PLYMOUTH MEETING, PA; PORTLAND, ME; PORTLAND, OR; RALEIGH, NC; ST. LOUIS, MO; SALT LAKE CITY, UT; SAN ANTONIO, TX; SAN BERNARDINO, CA; SAN FRANCISCO, CA; SAN JOSE, CA; SEATTLE, WA; TAMPA, FL; TOLEDO, OH; WASHINGTON, D.C.

**ARAPAHO ROAD EXTENSION
PHASE II
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
SUPPLEMENTAL AGREEMENT NO. 3**

HNTB Engineering

Task	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical
Revise Project Schedule		1	1			1
Identify ROW and Temporary Construction Easements	1	1	2	8	4	
Paving Plan and Profile	1	4	4	12	16	
Sidewalk and Miscellaneous Details		1	4	4	8	
Retaining Wall Design and Details		2	2	12	8	
Quantities/Opinion of Probable Construction Cost			3	8		1
Total Hours	2	9	16	44	36	2
Hourly Rate	\$53.00	\$44.00	\$32.00	\$23.00	\$22.00	\$17.00
Direct Labor Cost	\$106	\$396	\$512	\$1,012	\$792	\$34

Direct Labor-HNTB Engineering \$2,852
Indirect Labor-HNTB Engineering \$8,328

HNTB Urban Planning

Task	Group Director	Design Director	Senior LA	LA 3	LA 2	LA 1
Revise Crosswalk Location @ Marsh		1			2	
Develop Wall Elevations		2			4	
Revise Planting @ Marsh & Arapaho					2	
Revise Base Indicating Tree Removal					2	
Quantities & Cost Estimate		2			4	
Total Hours	0	5	0	0	14	0
Hourly Rate	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87
Direct Labor Cost		\$187.50			\$255.78	

Direct Labor-HNTB Urban Planning \$443
Indirect Labor-HNTB Urban Planning \$1,294

ARS Surveying
See Attached Proposal

GBW Engineering
See Attached Proposal

Fee Summary	
HNTB Engineering	\$8,328
GBW Engineering	\$6,690
Jack Hatchell - Relocate Signal Pole and Wiring	\$500
HNTB Urban Planning	\$1,294
ARS Surveying - Right Turn Lane on Marsh	\$3,147
Total	\$19,959

**Arapaho Road Extension
Final Design of Phase 2
Marsh Lane Right Turn Lane at Arapaho
(GBW Engineers, Inc.)**

MANHOUR PROJECTION/ESTIMATED NO. OF DRAWINGS

NO. DWGS.	ACTIVITY	Assistant Project Manager	Project Engineer	Design Technician	CADD Operator	Clerical	TOTAL
	Project Meetings/Management	4					4
	Utility Coordination/Data Collection			4	2	4	10
1	Water Line Relocations		2	2	8		12
*	Construction Sequence/Traffic Control	1	2	2	4		9
*	Striping		1		2		3
*	Storm Water Pollution Prevention Plan		1		2		3
*	Traffic Signal Drafting	1			8		9
	Bid Quantities	1	1	2	2	1	7
	Opinion of Probable Cost	1	1	2		1	5
	Total Hours	8	8	12	28	6	62
	Hourly Rate	45	41	24	16	16	
	Direct Labor Cost	360	328	288	448	96	1520

ACTIVITY	Survey Manager	Survey Tech.	Survey Crew	TOTAL
Utility Survey	1	8	8	17
Hourly Rate	100	60	110	
Direct Labor Cost	100	480	880	1460

Direct Labor Cost	\$1,520.00
Indirect Labor, Overhead (1.8775)	\$2,853.80
Subtotal	\$4,373.80
Profit and Contingency	\$656.07
Surveying Expense	\$1,460.00
Direct Expense	\$200.00
TOTAL FEE (Basic Services)	\$6,689.87

Assumptions:

1. HNTB will furnish a base sheet for the right turn lane.
2. Right-of-way and easement documents, if required, will be prepared by others.
3. (*) No separate sheet required.

Item #R3 - Appointment of a Mayor Pro Tempore and a Deputy Mayor Pro Tempore.

Item #R4 - Selection of candidate(s) for the 2001-2002 class of Leadership Metrocrest.

Attachment:

1. Leadership Metrocrest letter
-

Item #R5 - Presentation of the 2000 Comprehensive Annual Financial Report (CAFR) and the auditor's Report to Management for the fiscal year ending September 30, 2000.

Attachments:

1. Memo from Randy Moravec, Finance Director
 2. Memo from Sandra Goforth, Accounting Manager
 3. CAFR
 4. Report to Management
-

Item #R6 - Consideration of a Resolution authorizing the City Manager or his representative to enter into an agreement in the amount of \$21,000 with David Green Organizations, Inc. to provide group-meeting leads to Addison hotels for a six-month trial period.

Attachments:

1. Memo from Bob Phillips, Director of Visitor Services
2. Proposal and letter of agreement from David Green Organization, Inc.

Administrative Recommendation:

Administration recommends approval.

Item #R7 - Consideration of a Resolution authorizing the City Manager to enter into a supplemental engineering services agreement in the amount of \$19,959.00 with HNTB Corporation for additional engineering services required for a deceleration lane on Marsh Lane for the Arapaho Road, Phase II project.

May 14, 2001

MEMORANDUM

To: Chris Terry, Assistant City Manager

Through: Mike Murphy, P.E., Director of Public Works

From: Steve Chutchian, P.E., Assistant City Engineer *SCC*

Cc: Jim Pierce, P.E., Assistant Director of Public Works

Subject: Arapaho Road, Phase II
Proposal for Supplemental Engineering Services

During staff review of the ongoing final design of Arapaho Road, Phase II, from Marsh Lane to Surveyor Blvd., it was determined that the construction of a deceleration lane along the east side of Marsh Lane will enhance traffic movement onto the proposed eastbound lanes of Arapaho Road. The improvements will include relocation and adjustment of existing signalization, utilities, sidewalks and drive approaches. In addition, it will be necessary to prepare additional right-of-way and temporary construction easement documents. As a result, the firm of HNTB Corporation prepared the attached supplemental engineering agreement, in the amount of \$19,959.00.

Funding for the supplemental engineering services is included in the Year 2000 General Obligation Bond Program.

It is recommended that the Council approve a proposal from HNTB Corporation, in the amount of \$19,959.00, for supplemental engineering services related to the Arapaho Road, Phase II project.



ARCHITECTS ENGINEERS PLANNERS

14114 Dallas
Parkway, Suite 630
Dallas, Texas
75240-4381
(972) 661-5626
FAX (972) 661-5614
www.hntb.com

May 11, 2001

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

Attn: Mr. Steven Z. Chutchian, P.E.

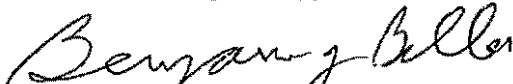
ARAPAHO ROAD EXTENSION, MARSH LANE TO SURVEYOR BOULEVARD
Supplemental Agreement No. 3

Dear Mr. Chutchian:


Attached is an updated fee proposal for the referenced Supplemental Agreement. This Supplement is for additional engineering services for a right-turn bay on Marsh Lane. This update is in response to Jim Pierce's markups and your comments during our meeting on May 7, 2001. We hope this fee estimate is acceptable to the Town of Addison. If so, this letter may serve as Supplemental Agreement No. 3, with your return of a copy bearing signature of acceptance in the space provided.

Very truly yours,

HNTB CORPORATION


Benjamin J. Biller, P.E.
Vice President, Central Division

BJB/dsl

Enclosure 

ACCEPTED:

TOWN OF ADDISON

By: _____

Title: _____

Date: _____

25768

The HNTB Companies

OFFICES: ALEXANDRIA, VA; ANNAPOLIS, MD; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH; COLUMBUS, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; ELKINS, WV; FAIRFIELD, NJ; FT. WORTH, TX; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVINE, CA; KANSAS CITY, MO; KNOXVILLE, TN; LANSING, MI; LOS ANGELES, CA; LOUISVILLE, KY; MADISON, WI; MIAMI, FL; MILWAUKEE, WI; MINNEAPOLIS, MN; NASHVILLE, TN; NEW YORK, NY; OAKLAND, CA; ORLANDO, FL; OVERLAND PARK, KS; PLYMOUTH MEETING, PA; PORTLAND, ME; PORTLAND, OR; RALEIGH, NC; ST. LOUIS, MO; SALT LAKE CITY, UT; SAN ANTONIO, TX; SAN BERNARDINO, CA; SAN FRANCISCO, CA; SAN JOSE, CA; SEATTLE, WA; TAMPA, FL; TOLEDO, OH; WASHINGTON, D.C.

**ARAPAHO ROAD EXTENSION
PHASE II
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
SUPPLEMENTAL AGREEMENT NO. 3**

HNTB Engineering

Task	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical
Revise Project Schedule		1	1			1
Identify ROW and Temporary Construction Easements	1	1	2	8	4	
Paving Plan and Profile	1	4	4	12	16	
Sidewalk and Miscellaneous Details		1	4	4	8	
Retaining Wall Design and Details		2	2	12	8	
Quantities/Opinion of Probable Construction Cost			3	8		1
Total Hours	2	9	16	44	36	2
Hourly Rate	\$53.00	\$44.00	\$32.00	\$23.00	\$22.00	\$17.00
Direct Labor Cost	\$106	\$396	\$512	\$1,012	\$792	\$34

Direct Labor-HNTB Engineering \$2,852
Indirect Labor-HNTB Engineering \$8,328

HNTB Urban Planning

Task	Group Director	Design Director	Senior LA	LA 3	LA 2	LA 1
Revise Crosswalk Location @ Marsh		1			2	
Develop Wall Elevations		2			4	
Revise Planting @ Marsh & Arapaho					2	
Revise Base Indicating Tree Removal					2	
Quantities & Cost Estimate		2			4	
Total Hours	0	5	0	0	14	0
Hourly Rate	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87
Direct Labor Cost		\$187.50			\$255.78	

Direct Labor-HNTB Urban Planning \$443
Indirect Labor-HNTB Urban Planning \$1,294

ARS Surveying

See Attached Proposal

GBW Engineering

See Attached Proposal

Fee Summary

HNTB Engineering	\$8,328
GBW Engineering	\$6,690
Jack Hatchell - Relocate Signal Pole and Wiring	\$500
HNTB Urban Planning	\$1,294
ARS Surveying - Right Turn Lane on Marsh	\$3,147
Total	\$19,959

**Arapaho Road Extension
Final Design of Phase 2
Marsh Lane Right Turn Lane at Arapaho
(GBW Engineers, Inc.)**

MANHOUR PROJECTION/ESTIMATED NO. OF DRAWINGS

NO. DWGS.	ACTIVITY	Assistant Project Manager	Project Engineer	Design Technician	CADD Operator	Clerical	TOTAL
	Project Meetings/Management	4					4
	Utility Coordination/Data Collection			4	2	4	10
1	Water Line Relocations		2	2	8		12
*	Construction Sequence/Traffic Control	1	2	2	4		9
*	Striping		1		2		3
*	Storm Water Pollution Prevention Plan		1		2		3
*	Traffic Signal Drafting	1			8		9
	Bid Quantities	1	1	2	2	1	7
	Opinion of Probable Cost	1	1	2		1	5
	Total Hours	8	8	12	28	6	62
	Hourly Rate	45	41	24	16	16	
	Direct Labor Cost	360	328	288	448	96	1520

ACTIVITY	Survey Manager	Survey Tech.	Survey Crew	TOTAL
Utility Survey	1	8	8	17
Hourly Rate	100	60	110	
Direct Labor Cost	100	480	880	1460

Direct Labor Cost	\$1,520.00
Indirect Labor, Overhead (1.8775)	\$2,853.80
Subtotal	\$4,373.80
Profit and Contingency	\$656.07
Surveying Expense	\$1,460.00
Direct Expense	\$200.00
TOTAL FEE (Basic Services)	\$6,689.87

Assumptions:

1. HNTB will furnish a base sheet for the right turn lane.
2. Right-of-way and easement documents, if required, will be prepared by others.
3. (*) No separate sheet required.



ARCHITECTS ENGINEERS PLANNERS

14114 Dallas
Parkway, Suite 630
Dallas, Texas
75240-4381
(972) 661-5626
FAX (972) 661-5614

April 27, 2001

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

Attn: Mr. Steven Z. Chutchian, P.E.

ARAPAHO ROAD EXTENSION, MARSH LANE TO SURVEYOR BOULEVARD
Supplemental Agreement No. 3

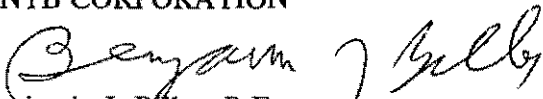
Dear Mr. Chutchian:

On April 9, 2001, you requested a right-turn bay (northbound Marsh Lane to eastbound Arapaho Road) be added to the original scope of services. Attached is a scope and fee estimate (\$22,957.00) for this additional work.


If the fee estimate is acceptable to the Town of Addison, this letter may serve as Supplemental Agreement No. 3, with your return of a copy bearing signature of acceptance in the space provided.

Very truly yours,

HNTB CORPORATION


Benjamin J. Biller, P.E.
Vice President, Central Division

BJB/dsl

Enclosure 

ACCEPTED:

TOWN OF ADDISON

By: _____

Title: _____

Date: _____

25768

The HNTB Companies

OFFICES: ALEXANDRIA, VA; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH; COLUMBUS, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; ELKINS, WV; FAIRFIELD, NJ; FT. WORTH, TX; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVINE, CA; KANSAS CITY, MO; KNOXVILLE, TN; LANSING, MI; LOS ANGELES, CA; LOUISVILLE, KY; MANTO, MI; MIAMI, FL; MILWAUKEE, WI; MINNEAPOLIS, MN; NASHVILLE, TN; NEW YORK, NY; OAKLAND, CA; OKLAHOMA CITY, OK; ORLANDO, FL; OVERLAND PARK, KS; PLYMOUTH MEETING, PA; PORTLAND, ME; RALEIGH, NC; SALT LAKE CITY, UT; SAN ANTONIO, TX; SAN BERNARDINO, CA; SEATTLE, WA; ST. LOUIS, MO; TAMPA, FL; TOLEDO, OH; TULSA, OK; WICHITA, KS

**ARAPAHO ROAD EXTENSION
PHASE II
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
SUPPLEMENTAL AGREEMENT NO. 3**

HNTB Engineering

Task	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical
Revise Project Schedule		2				1
Identify ROW and Temporary Construction Easements	2	2	4	8	4	
Paving Plan and Profile	2	4	8	12	16	
Sidewalk and Miscellaneous Details		2	4	4	8	
Retaining Wall Design and Details		4	4	12	8	
Quantities/Opinion of Probable Construction Cost			4	8		
Total Hours	4	14	24	44	36	1
Hourly Rate	\$53.00	\$44.00	\$32.00	\$23.00	\$22.00	\$17.00
Direct Labor Cost	\$212	\$616	\$768	\$1,012	\$792	\$17

Direct Labor-HNTB Engineering \$3,417
Indirect Labor-HNTB Engineering \$9,978

HNTB Urban Planning

Task	Group Director	Design Director	Senior LA	LA 3	LA 2	LA 1
Revise Crosswalk Location @ Marsh		1			2	
Develop Wall Elevations		4			4	
Revise Planting @ Marsh & Arapaho					2	
Revise Base Indicating Tree Removal					2	
Quantities & Cost Estimate		2			4	
Total Hours	0	7	0	0	14	0
Hourly Rate	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87
Direct Labor Cost		\$262.50			\$255.78	

Direct Labor-HNTB Urban Planning \$518
Indirect Labor-HNTB Urban Planning \$1,513

ARS Surveying

See Attached Proposal

GBW Engineering

See Attached Proposal

Fee Summary

HNTB Engineering	\$9,978
GBW Engineering	\$7,603
Jack Hatchell - Relocate Signal Pole and Wiring	\$500
HNTB Urban Planning	\$1,513
ARS Surveying - Right Turn Lane on Marsh	\$3,363
Total	\$22,957

**Arapaho Road Extension
Final Design of Phase 2
Marsh Lane Right Turn Lane at Arapaho
(GBW Engineers, Inc.)**

MANHOUR PROJECTION/ESTIMATED NO. OF DRAWINGS

NO. DWGS.	ACTIVITY	Assistant Project Manager	Project Engineer	Design Technician	CADD Operator	Clerical	TOTAL
	Project Meetings/Management	4					4
	Utility Coordination/Data Collection	1		4	2	4	11
1	Water Line Relocations	1	2	2	8		13
*	Construction Sequence/Traffic Control	1	2	2	4		9
*	Striping	1	1		4		6
*	Storm Water Pollution Prevention Plan	1	1		4		6
*	Traffic Signal Drafting	1			8		9
	Bid Quantities	1	1	2	4	1	9
	Opinion of Probable Cost	1	1	2		1	5
	Total Hours	12	8	12	34	6	72
	Hourly Rate	45	41	24	16	16	
	Direct Labor Cost	540	328	288	544	96	1796

ACTIVITY	Survey Manager	Survey Tech.	Survey Crew	TOTAL
Utility Survey	1	8	8	17
Hourly Rate	100	60	110	
Direct Labor Cost	100	480	880	1460

Direct Labor Cost	\$1,796.00
Indirect Labor, Overhead (1.8775)	\$3,371.99
Subtotal	\$5,167.99
Profit and Contingency	\$775.20
Surveying Expense	\$1,460.00
Direct Expense	\$200.00
TOTAL FEE (Basic Services)	\$7,603.19

Assumptions:

1. HNTB will furnish a base sheet for the right turn lane.
2. Right-of-way and easement documents, if required, will be prepared by others.
3. (*) No separate sheet required.

A.R.S. ENGINEERS SURVEY COST ESTIMATE

Phase 1—Supplemental

2

Project: Survey Services for Arapaho Road from Surveyor Blvd. To Addison Rd.

(Right-Turn Bay for northbound Marsh to eastbound Arapaho and Temporary Construction Easement on Arapaho)

ARS Project No. 160-96-048/ Task 5

Page 3/3

04/26/01 2:54PM; #622;

2147508823;

ent by: ARS ENGINEERS

MANHOOR ESTIMATE SUMMARY								
	Abstr-actor	RPLS	SR SVY TECH	SVY TECH	2 MAN CREW	3 MAN CREW	4 MAN CREW	ADMIN
TOTAL MANHOURS FROM PAGE 1	0	5	20	11	0	8	0	2
Hourly Service Rates	\$48.00	\$90.00	\$63.00	\$53.00	\$83.00	\$105.00	\$127.00	\$40.00
	\$0.00	\$450.00	\$1,260.00	\$583.00	\$0.00	\$840.00	\$0.00	\$80.00
		\$3,213.00						
Map/Deed Copies	\$25.00							
Mileage:60 miles @ \$.325 each	\$19.50							
Reprographics (Xerox Copies & Plots)	\$25.00							
Delivery/Courier Service:	\$30.00							
Misc. Field Expenses	\$50.00							
		\$149.50						

\$ \$3,362.50

C.M. -

AGREEMENT

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

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

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

NOW, THEREFORE, all parties agree as follows:

SECTION 2. SCOPE OF SERVICES

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

I. Project Definition

This project consists of the preparation of plans and specifications for bidding and construction of Arapaho Road from Marsh Lane to Surveyor Boulevard (the Project). The project will be a 4-lane reinforced concrete roadway from Marsh Lane to Surveyor Boulevard. Turn lanes will be provided at Marsh Lane, Business Avenue, Commercial Drive and Surveyor Boulevard. A raised curb median divider will be provided from west of Commercial Road to Surveyor Boulevard. Services will include geotechnical investigation and recommendations; final construction plans for the roadway, storm drainage, water, wastewater, landscaping, irrigation, traffic signals, construction sequencing, and striping; bid document originals; record drawings; and coordination with franchised utilities, the Town of Addison, City of Carrollton, and applicable agencies.

II. Detailed Scope of Basic Services

The project has been implemented in several phases consistent with the availability of funds to complete final construction plans and specifications and to finance the construction. The Scope of Services for Phase I and Phase II are described in a separate scope of services and Agreement executed February 12, 1997 with official authorization to proceed dated March 9, 1998. The Basic Scope of Services for Phase III, Phase IV, and Phase V are described herein.

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DA

3. Prepare Estimate of Final Construction Cost
4. Submit two (2) sets of plans to the Town of Addison for final review.
5. Incorporate Town's final review comments into final plans.

B. Phase IV – Bidding and Contract Award

1. Prepare Advertisement for Bidders.
2. Print 35 half-size sets of plans and bid documents.
3. Attend pre-bid meeting.
4. Prepare necessary addenda and respond to bidder's questions.
5. Prepare bid tabulation.
6. Recommend a bidder to the Town of Addison for the award of the construction contract.

B. Phase V – Construction

1. Provide three (3) full-size blackline sets of plans for Town and Contractor.
2. Attend pre-construction meeting.
3. Periodically inspect project during construction.
4. Respond to requests for information.
5. Review submittals, as required by the contract documents.
6. Prepare mylar record drawings and electronic files.
7. Attend final inspection.

III. Detailed Scope of Additional Services

A. Surveying

1. Prepare construction easement plat and description for an estimated construction of 7 driveways on private property.
2. Research records, obtain documents and prepare Parcel plat and description for additional parcel (No. 20).

3. Assist the geotechnical engineer in re-establishing the centerline.
4. Establish elevation at site of bore holes for subsurface exploration.
5. Provide project control staking.

B. Geotechnical Investigation

The purpose of the geotechnical investigation will be to sample and evaluate subsurface conditions along the proposed project alignment and from this data develop engineering design parameters for design and construction of the proposed improvements and to provide recommendations regarding these improvements.

1. Field Exploration

Subsurface conditions along the alignment of the Project will be evaluated by the drilling of six borings. The borings will be drilled to a depth of 10 feet or two feet into gray limestone whichever is shallower.

Cohesive soils will be sampled using a thin-walled Shelby tube sampler while granular soils will be sampled by means of the split-barrel sampler in conjunction with the Standard Penetration Test (SPT). Texas Highway Department (THD) cone penetrometer tests will be performed in the primary rock strata, if encountered. Borings will be drilled dry without the aid of drilling fluid and water level measurements will be made in each borehole at the completion of drilling and at least 24 hours later. This data will be reported on the boring logs.

2. Laboratory Tests

The necessary laboratory work will be performed in order to provide the required geotechnical design information. The project geotechnical engineer will classify the samples recovered from the field investigation in the laboratory. A laboratory testing program will then be implemented to evaluate the pertinent engineering properties of the encountered deposits. Laboratory testing will include liquid and plastic limit, moisture content, and calibrated penetrometer tests. Lime series tests will be performed to determine the optimum lime content for subgrade stabilization.

It is not anticipated that any hazardous materials will be encountered in the geotechnical investigations, and therefore no environmental tests will be performed on soil samples obtained. Should it become evident that environmental tests are necessary,

these will be authorized and paid for under provisions of a supplemental agreement.

3. Engineering Analyses and Report

The results of the field investigation and laboratory test programs will be evaluated to provide recommendations for design and construction of the pavement. The results of the investigation will be presented in an engineering report. Three copies of the report will be submitted. The report will include the following:

- a. Logs of boring, laboratory test results, borehole water level observations, and a plan of borings.
- b. Recommendations for pavement subgrade preparation.
- c. Recommendations for concrete pavement sections based upon traffic information and standards of the Town of Addison.
- d. Recommendations for design of retaining walls to include lateral earth pressures, drainage requirements, allowable retaining wall footing bearing resistance, and retaining wall footing sliding resistance.
- e. Recommendations for design of a box culvert.
- f. Discussion of the presence of groundwater and the impact of groundwater on the pavement design.

4. Other Environmental Considerations

The extension of Arapaho Road will require demolition of existing buildings. An environmental assessment of these buildings should be made to determine if any harmful materials, such as asbestos, will be encountered during demolition. This work has not been included within the scope of services. If these services are desired, they may be accomplished under the provisions of a supplemental agreement.

Material testing during construction has not been included within the scope of this investigation.

C. **Traffic Study**

1. Data Collection

Existing and projected traffic volumes on Arapaho Road were obtained from the Town of Addison and North Central Texas Council of Governments (NCTCOG), respectively in Phase I and Phase II of previous engineering studies.

2. Traffic Analysis

- a. Prepare preliminary traffic signal design plans and specifications for Arapaho Road intersections with Surveyor and Marsh Lane. Plans and specifications will be prepared using Town of Addison standards.
- b. Review plans and specifications with Town of Addison and revise as necessary. Prepare final plans, specifications, construction estimates and contract documents for installation of traffic signals.
- c. Prepare signal timing plans for the two intersections based on projected traffic flows and turning movements.

D. Landscape Architecture and Aesthetic Treatments

Areas for landscaping and aesthetic enhancement of Phase II of the Arapaho Road Extension Project, from Marsh Lane to Surveyor Boulevard, is generally limited to the parkway between the right curb and right-of-way line. A short length of median west of Surveyor is also available for landscaping. The landscape improvements included herein shall respond to the Town's landscape ordinance and guidelines and critical visibility concerns shall be incorporated into the overall roadway improvements.

1. Landscape Schematic Design

Attend a kickoff/programming meeting with the Town of Addison.

2. Design Development

The Design Development Package will be developed for Phase II and Phase III construction of the Arapaho Road Extension from Marsh Lane to Addison Road.

- a. Based on the approved Schematic Design, the Landscape Architect will prepare a Design Development Package. This Package will include the following:
 - Materials Plan
 - Site Grading Plan
 - Site walls/entry features

- Hardscape/paving and sidewalks
- Site lighting (location and fixture type only – circuiting by others)
- Landscape Plan
- Critical cross-sections

This package will include an appropriate level of detail to illustrate design character, intent, means, materials and construction methods sufficient to further refine Probable Construction Cost.

- b. Prepare an Opinion of Probable Construction Costs based on Design Development Drawings.
- c. Meet with the Town to review the Design Development Package and receive comments from Town staff for incorporation into the construction document package.

3. Construction Documents

The Construction Documents, based on the approved Design Development Package will be prepared for Phase II construction of the Arapaho Road Extension, from Marsh Lane to Surveyor Boulevard.

- a. The construction documents will include the following:
 - Layout and Materials Plan
 - Enlarged Intersection Layout and Materials Plan, if required
 - Grading Plan for the R.O.W. Improvements
 - Enlarged Intersection Grading Plan, if required
 - Planting Plan
 - Enlarged Intersection Planting Plan, if required
 - Irrigation Plan
 - Enlarged Intersection Irrigation Plan, if required
 - Site Lighting (location and fixture type; circuiting by others)
 - Details and sections at appropriate scales necessary to convey the sizes, appearances, finishes, and colors of all pavements, walls, site furnishings, and light fixtures
 - Coordinate structural details and incorporate on plans to be approved by structural
- b. Prepare Technical Specifications (CSI format) describing all elements of the proposed work.

- c. Prepare a revised Opinion of Probably Construction Costs based on Design Development Drawings.
 - d. Meet with the Town to review the Construction Document Package and receive comments from Town staff for finalizing the construction document package.
4. Phase II Construction Bidding Services
- a. Prepare a list of qualified potential contractors who can perform the work.
 - b. Prepare addenda as may be required during the bidding or negotiating process.
 - c. Assist the Town in the evaluation and assessment of bids or negotiated proposals.
 - d. Propose and/or evaluate value engineering and substitutions with respect to cost implications and effect on quality and/or scope of the work.

SECTION 3. PAYMENT

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

Basis of Compensation

Payment shall be made monthly by Owner to Engineer based upon statements submitted by the Engineer for work performed.

Compensation for performing Basic Services shall be on a Lump Sum Basis as developed through man-hour estimates presented in Exhibit B and C. The Lump Sum amount for Basic Services shall be \$246,484.52. Compensation for Additional Services and expenses shall be made based on actual invoices received from subcontractors and/or material supplies incurring costs attributable to the project. The estimated fee for Additional Services for subconsultants is given in the attached Exhibits D, E, F and G. The maximum Additional Services fee shall be \$47,639.00. Engineer agrees to perform the Basic and Additional Services to complete the project for a maximum total fee of \$294,124.

SECTION 4. RESPONSIBILITIES

Engineer shall be responsible for the professional quality, technical accuracy, and the coordination of the design, drawings, plans, specifications, estimates,

and other services furnished by Engineer under this Agreement. Engineer shall, without additional compensation, correct or review any errors or deficiencies that are attributable to the Engineer in the design, drawings, plans, specifications, estimates, and other services.

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

The rights and remedies of Owner under this Agreement are as provided by law.

SECTION 5. TIME FOR PERFORMANCE

Engineer shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with the Owner's requirements. As time is of the essence for this Agreement, the services for Phase II construction shall be completed within nine months of Notice-to-Proceed.

In the event Engineer's performance of this Agreement is delayed or interfered with by acts of the Owner or others, Engineer may request an extension of time for the performance of same as hereinafter provided. If such delay is in excess of 60 days on any one occurrence or a cumulative delay of over 180 days, Engineer shall have the right to renegotiate the remainder of this contract. A delay shall be defined as any event caused by others that substantially inhibits the Engineer from proceeding with his work on the project. This shall include, but is not limited to, Town reviews, right-of-way negotiations and awaiting critical information to be supplied by Town or franchised utility companies.

No allowance of any extension of time, for any cause whatever, shall be claimed or made by the Engineer, unless Engineer shall have made written request upon Owner for such extension within 14 calendar days after the cause for such extension occurred, and unless Owner and Engineer have agreed in writing upon the allowance of additional time to be made.

SECTION 6. DOCUMENTS

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

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

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

SECTION 7. TERMINATION

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

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

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

a reasonable period of time from the date of notice, Owner may terminate this Agreement as provided in this Section 7.

SECTION 8. INSURANCE

Engineer shall provide and maintain Worker's Compensation and Employer's Liability Insurance for the protection of Engineer's employees, as required by law. Engineer shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting Engineer and Owner against liability from damages because of injuries, including death, suffered by any person or persons other than employees of Engineer, and liability for damages to property, arising from or growing out of Engineer's operations in connection with the performance of this Agreement.

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

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

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

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

SECTION 9. INDEMNIFICATION FOR INJURY AND PERFORMANCE

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

The Engineer hereby agrees to protect, indemnify and hold harmless the Owner, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnities"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in

part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of the Engineer, its officers, employees, servants, agents or subcontractors, or anyone else under the Engineer's direction and control, and arising out of, occurring in connection with, resulting from or caused by the performance of any services called for by this Agreement. In the event one or more of the Indemnities is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, the Engineer shall be obligated to indemnify Owner as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The Engineer is not responsible for the actions of the Owner's contractor to perform the construction of the improvements covered under this Agreement.

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

SECTION 10. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

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

SECTION 11. INDEMNIFICATION FOR NON-PAYMENT

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

SECTION 12. ASSIGNMENT

Engineer shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of Owner.

SECTION 13. APPLICABLE LAWS

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

SECTION 14. DEFAULT OF ENGINEER

In the event Engineer fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by Owner to Engineer, Owner may, at its sole discretion without prejudice to any other right or remedy:

- Terminate this Agreement and be relieved of the payment of any further consideration to Engineer except for all work determined by Owner to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Engineer to and from meeting called by Owner at which Engineer is required to attend, but shall not include any loss of profit of Engineer. In the event, of such termination, Owner may proceed to complete the services in any manner deemed proper by Owner, either by the use of its own forces or by resubletting to others. In either event, the Engineer shall be liable for all costs in excess of the total contract price under this Agreement incurred to complete the services herein provided for and the costs so incurred may be due or that may thereafter become due to Engineer under and by virtue of this Agreement.
- Owner may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the Engineer. Engineer shall not be considered in default of this Agreement for delays in performance caused by acts of the Owner or other circumstances beyond the reasonable control of the Engineer.

SECTION 15. ADJUSTMENTS IN SERVICES

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

SECTION 16. EXECUTION BECOMES EFFECTIVE

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

SECTION 17. AGREEMENT AMENDMENTS

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

SECTION 18. WRITTEN NOTICES

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

SECTION 19. GENDER AND NUMBER

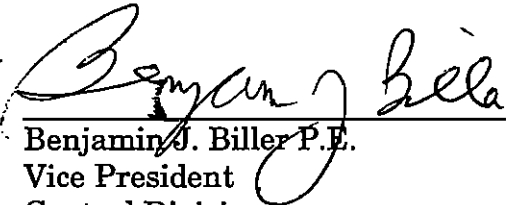
The use of any gender in this Agreement shall be applicable to all genders, and the use of singular numbers shall include the plural conversely.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of _____, 2000.

OWNER:
TOWN OF ADDISON, TEXAS

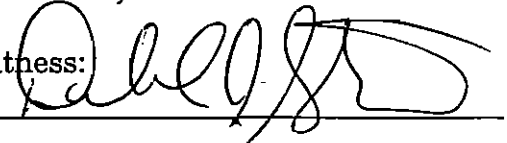
ENGINEER:
HNTB CORPORATION

By _____
: Ron Whitehead, City Manager
5309 Beltline Road
P.O. Box 144
Addison, Texas 75001-0144

By 
: Benjamin J. Biller P.E.
Vice President
Central Division
14114 Dallas Parkway, #630
Dallas, Texas 75240

Witness:

Director of Public Works

Witness: 

**ARAPAHO ROAD EXTENSION
MARSH LANE TO SURVEYOR BOULEVARD
FEE PROPOSAL-SEPTEMBER 2000**

Phase III - Final Design
Phase IV - Bidding and Contract Award
Phase V - Construction

Basic Services

<u>Job Title</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Total</u>
HNTB			
Project Manager	240	\$53.00	\$12,720.00
Assistant Project Manager	296	\$44.00	\$13,024.00
Project Engineers	384	\$32.00	\$12,288.00
Design Engineers	430	\$23.00	\$9,890.00
CADD Technicians	444	\$22.00	\$9,768.00
Clerical	184	\$17.00	\$3,128.00
Direct Labor Cost Phase III, Phase IV, and Phase V Basic Services			\$60,818.00
Indirect Labor, Overhead			\$93,830.01
		HNTB Subtotal	<u>\$154,648.01</u>
Profit and Contingency			\$23,197.20
Out-of-Pocket Expense			\$4,250.00
		HNTB Subtotal Fee, Basic Services	<u>\$182,095.21</u>
GBW			
See GBW Proposal			\$64,389.31
		Basic Services Fee	<u>\$246,484.52</u>

Additional Services

Surveying, See ARS Inc. Proposal			\$3,572.00
Geotechnical, See TerraMar Proposal			\$5,785.00
Traffic Engineering, See Jack Hatchell Associates Proposal			\$14,500.00
Landscaping, See HNTB Proposal			\$23,782.00
		Subtotal Fee, Additional Services	<u>\$47,639.00</u>
TOTAL FEE FOR SERVICES			\$294,124

**ARAPAHO ROAD EXTENSION
PHASE II CONSTRUCTION
MARSH LANE TO SURVEYOR BOULEVARD
ESTIMATE OF MANHOURS
ENGINEERING SERVICES**

	Number of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical	GBW
A. Phase III - Design and Plans								
1. Construction Drawings								
a. Cover Sheet	1			4		16	1	
b. Quantity Summary Sheets	3				16	16	2	
c. Removal Sheets	1			8	8	16		
d. Utility Relocations	2			4	8			76
e. Construction Sequence	2		8					96
f. General Notes, Typical Sections	1			8	8	16		
g. Plan and Profile Sheets	5		8	40	80	110		
h. Paving, Sidewalk, Intersection, Misc Details	3			20	48	80		
i. Driveway Details, Spec Grading	1			16	32	16		
j. Striping Plans and Details	3		12					58
k. Drainage Area Map	1		4					60
l. Stormwater Calculations	1			8				30
m. Storm Drain Plan and Profile	2			16				116
n. Storm Drain Details	1							28
o. SW3P Plans	2		4					104
p. SW3P Details	1		4					44
q. Traffic Signal Plans, Details	6		8					104
r. Roadway Lighting, Details	3		4	60		30		
s. Signing, Plans and Details	3			60		30		
t. Specs and Contract Documents			40				24	40
u. Construction Cost Estimates			8	24	40			24
v. Review Comment Revisions			24	8	12	40		
w. Bid Quantities			20	36	48			44
2. Building Demolition Plans								
a. Cover Sheet	1		4			16	1	
b. Site Plan and Details	1			4	16	16		
c. Specifications and Contract Documents			4	24				
Subtotal Hours	-	0	152	340	316	402	28	824

	Number of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical	GBW
3. Project Management, Admin		240	60				30	60
B. Phase IV - Bidding and Contract Award								
1. Prepare Advertisement for Bidders			4			4	10	
2. Print 25 Blue-line Sets of Plans & Bid Documents			2					
3. Prepare Addenda & Respond to Bidder's Questions			32	20	30	10	40	
4. Prepare Bid Tabulation			2	8		4	16	
5. Recommend a Bidder to the Town of Addison			4				8	
C. Phase V - Construction								
1. Provide 3 Full-size Blue-line Sets-Town & Contractor			4					
2. Review Submittals			20			16	44	
3. Prepare Mylar Record Drawings			16	16	84	8	8	
Total Hours	-	240	296	384	430	444	184	884
Labor Rates	-	\$53	\$44	\$32	\$23	\$22	\$17	
Direct Labor Cost	-	\$12,720	\$13,024	\$12,288	\$9,890	\$9,768	\$3,128	\$21,032

Arapaho Road Extension
Final Design of Phase 2
Marsh Lane to Surveyor Boulevard
(GBW Engineers, Inc.)

TASK	Assistant Project Manager	Project Engineer	Design Technician	CADD Operator	Clerical	TOTAL
1. Project Meetings	32					32
2. Utility Coordination	4		16		8	28
3. Drainage Plan/Profiles	4	16	16	80		116
4. Drainage Calculations	2	8	4	16		30
5. Drainage Area Map	4	8	8	40		60
6. Utility Relocations	4	16	16	40		76
7. Construction Sequence/Traffic Control	4	16	16	60		96
8. Striping	2	8	8	40		58
9. Storm Water Pollution Prevention Plan	4	8	12	80		104
10. Traffic Signal Drafting	4			100		104
11. Details	4	12	16	40		72
12. Bid Quantities	4	8	24		8	44
13. Bid Documents and Specifications	24				16	40
14. Opinion of Probable Cost	4	16			4	24
Total Hours	100	116	136	496	36	884
Hourly Rate	\$45	\$41	\$24	\$16	\$16	
Direct Labor Cost	\$4,500	\$4,756	\$3,264	\$7,936	\$576	\$21,032

Direct Labor Cost \$21,032.00
 Indirect Labor, Overhead \$32,784.79
 Subtotal \$53,816.79
 Profit and Contingency \$8,072.52
 Direct Expense \$2,500.00
TOTAL FEE (Basic Services) \$64,389.31



EXHIBIT D

Civil Engineering • Planning • Surveying

September 7, 2000

Mr. Dan Becker, P.E.
HNTB, Inc.
14114 Dallas Parkway, Suite 630
Dallas, Texas 75240-4381
(972) 661-5626

RE: Arapaho Road Extension
Professional Surveying Services
Prepare New Parcel Plat and Description
ARS Reference No. 160-96-048

Dear Mr. Becker:

ARS Engineers, Inc. is pleased to submit the following fee proposal for providing professional surveying services for the preparation of an additional Right of Way parcel plat and description for the above referenced project and other services as follows:

1. Research public records to determine current owner and obtain necessary document copies.
2. Prepare Parcel Plat and Description.
3. Surveys to set new parcel corners.
4. Deliver three (3) each Plat and Description, with original signatures in blue ink.
5. Establish existing ground surface elevations at L-8 bore holes for subsurface explorations.
6. Stake centerline from Marsh Lane to Sta 37+00.

ARS Engineers, Inc. proposes a not to exceed fee of \$3,572.00 to perform the above services.

If you have any questions or concerns regarding this matter, please feel free to call me or Mr. Hugh Knight at (214) 739-3152.

Sincerely,

A handwritten signature in cursive script that reads "A. Hodgins for Ayub Sandhu".

Ayub R. Sandhu, P.E., RPLS
President

Consulting Engineers

A.R.S. ENGINEERS SURVEY COST ESTIMATE

Project: Additional Survey Services for the Arapaho Road Extension
 ARS Project No. 100-96-048

TASK	MANHOUR ESTIMATE							
	Abstractor	RPLS	SR SVY TECH	SVY TECH	2 MAN CREW	3 MAN CREW	4 MAN CREW	ADMIN
1 Research Public Records		1	4					
2 Field files to determine parcels				1		4		
3 Prepare Parcel Plats and description			2	4				
4 Set Parcel corners			1			4		
5 Tie 6-8 bore hole locations				1		4		
6 Stake 2700 feet of center line				1		8		
7 Project management and Administration		2						2
<i>Deliverables</i>								
Three (3) each Plat and Description signed with Blue Ink and Electronic Files				2				1
TOTALS		3	7	9	0	20	0	3

ent by: ARS ENGINEERS
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A.R.S. ENGINEERS SURVEY COST ESTIMATE

Project: Additional Survey Services for the Arapaho Road Extension
ARS Project No. 160-86-048

MANHOOR ESTIMATE SUMMARY								
	Abstractor	RPLS	SR SVY TECH	SVY TECH	2 MAN CREW	3 MAN CREW	4 MAN CREW	ADMIN
TOTAL MANHOURS FROM PAGE 1	0	3	7	9	0	20	0	3
Hourly Service Rates	\$48.00	\$90.00	\$63.00	\$53.00	\$83.00	\$105.00	\$127.00	\$40.00
Subtotal	\$0.00	\$270.00	\$441.00	\$477.00	\$0.00	\$2,100.00	\$0.00	\$120.00
Subtotal Labor Cost		\$3,408.00						
Map/Deed Copies	\$35.00							
Mileage: 120 miles @ \$.325 each	\$39.00							
Reprographics (Xerox Copies & Plots)	\$35.00							
Delivery/Courier Service:	\$30.00							
Misc. Field Expenses	\$25.00							
Subtotal		\$164.00						

TOTAL CONTRACT COST \$ \$3,572.00

ent by: ARS ENGINEERS

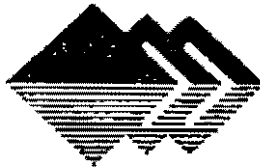
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TERRA-MAR

EXHIBIT E



Consulting Engineers • Geotechnical • Environmental • Construction Materials Testing

DALLAS • FORT WORTH • HOUSTON • AUSTIN • LONGVIEW

March 17, 2000

Mr. Dan Becker, P.E.
HNTB
14114 Dallas Parkway, Suite 630
Dallas, Texas 75240

Phone: 972-661-5626
Fax: 972-661-5614

Re: Proposal for Geotechnical Services
Arapaho Road Extension
Addison, Texas
TMI Proposal No. P00-1553DE

Dear Mr. Becker:

We are pleased to submit this proposal to provide geotechnical services for the above referenced project. This proposal includes a description of the project, and our proposed scope of services, project schedule, and budget.

PROJECT DESCRIPTION

The project will consist of extending Arapaho Road from Marsh Lane east approximately 2,500 feet to Surveyor Boulevard in the Town of Addison, Texas. Cuts and fills up to about 6 feet are anticipated for the roadway alignment. A box culvert is anticipated near Sta. 30+50 west of Surveyor Boulevard.

SCOPE OF SERVICES

Our services for this project will include a field investigation, laboratory testing and engineering analysis in order to develop recommendations to guide design and construction of the Arapaho Road extension. A description of our proposed scope of services is presented below.

Field Investigation

We propose to drill six borings for this project. The borings will be drilled and sampled to a depth of 10 feet or two feet into gray limestone, whichever is shallower. The borings will be continuously sampled using either thin-walled. The samples will be properly logged, packaged, sealed, and placed in core boxes for transportation to the laboratory.

The drill crew foreman will record the depth that seepage water is encountered during drilling. Water level readings will also be obtained from each boring at drilling completion. The boreholes will be backfilled with auger cuttings after the water level readings are obtained.



TERRA-MAR

Mr. Dan Becker, P.E.
HNTB
TMI Proposal P00-1553DE
March 17, 2000
Page 2

A representative of Terra-Mar, Inc will stake the boring locations. It is assumed that others will mark the centerline of the road so that we can locate our borings in the field. Determining the ground surface elevation at the boring locations is not within our authorized scope of service.

We assume that the client has the right-of-entry to the property and that the boring locations will be accessible to our conventional truck-mounted drilling equipment during normal working days. We have also assumed that traffic control will not be required to complete the borings.

The drilling operations will proceed in a manner that will reduce the potential of damage to underground utilities. We request that we be provided with any information regarding any existing underground utilities on-site prior to beginning the fieldwork. We will coordinate underground utility line clearance with the Texas Excavation Safety System and the Town of Addison. However, we will not be responsible for damage to underground utility lines that are not properly identified by others prior to mobilization of drilling equipment to the site.

Laboratory Testing

The project geotechnical engineer will classify the samples recovered from the field investigation in the Terra-Mar laboratory. A laboratory testing program will then be implemented to evaluate the pertinent engineering properties of the encountered deposits. Laboratory testing will include liquid and plastic limit, moisture content, and calibrated penetrometer tests. Lime series tests will be performed to determine the optimum lime content for subgrade stabilization.

Engineering Analyses and Report

The results of the field investigation and laboratory test programs will be evaluated to provide recommendations for design and construction of the pavement. The results of the investigation will be presented in an engineering report. Three copies of the report will be submitted. The report will include the following:

1. Logs of boring, laboratory test results, borehole water level observations, and a plan of borings.
2. Recommendations for pavement subgrade preparation.
3. Recommendations for pavement concrete pavement sections based upon traffic loading information provided by others.
4. Recommendations for design of retaining walls to include lateral earth pressures, drainage requirements, allowable retaining wall footing bearing resistance, and retaining wall footing sliding resistance.
5. Recommendations for design of a box culvert.
6. Discussion of the presence of groundwater and the impact of groundwater on the pavement design.

TERRA-MAR

Mr. Dan Becker, P.E.
HNTB
TMI Proposal P00-1553DE
March 17, 2000
Page 3

PROJECT SCHEDULE AND BUDGET

We propose to initiate the investigation within five working days after receiving notice to proceed. Field operations will require one day to complete, following clearing of the boring locations for underground and overhead utilities. The laboratory testing program will require approximately five days to complete. The engineering report will be finalized within ten working days after the laboratory testing is completed. Preliminary results may be available if desired during the course of investigation.

We propose to provide the above-described scope of services for a lump sum fee of \$5,785. Any additional services not included in our proposed scope will be invoiced on a time and materials basis in accordance with our standard schedule of fees.

CLOSURE

We appreciate the opportunity to be of assistance on this project. Should you have any questions, please call.

Sincerely,

TERRA-MAR INC.



Roger K. Southworth, P.E.
Project Manager



Tim G. Abrams, P.E.
Manager, Geotechnical Services

PROPOSAL ACCEPTANCE AGREEMENT

Description of Services: Geotechnical Investigation
 Project Name: Arapaho Road Extension
 Project Location: Addison, Texas
 TERRA-MAR Proposal #: P00-1553DE

APPROVAL AND PAYMENT OF CHARGES. Fees will be billed to the account of, and invoices will be mailed to:

Firm: _____
 Attention: _____ Title: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Telephone: _____ Fax: _____

PROPOSAL ACCEPTED BY: _____
 TITLE: _____
 DATE ACCEPTED: _____

PAYMENT TERMS: Payable in accordance with the attached agreement(s). Invoices for completed work will be issued every month for continuous or extended projects unless otherwise mutually agreed upon in writing.

PROPERTY OWNER IDENTIFICATION (If other than above):

Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Telephone: _____ Fax: _____

SPECIAL PROVISIONS: _____

Please note that TERRA-MAR reserves the right to withhold all reports until such time as TERRA-MAR receives a signed Proposal Acceptance Agreement or other written authorization referencing this Proposal Acceptance Agreement with its Attachment (the Professional Services + General Terms and Conditions indicated below) in its entirety. This Proposal Acceptance Agreement, together with TERRA-MAR's Proposal, Unit Fee Schedule, and the attached General Terms and Conditions specified below, constitute the entire Agreement between the Client and TERRA-MAR and supersedes all prior written or verbal understandings.

- Geotechnical Engineering Services General Terms and Conditions
 Environmental Engineering Services General Terms and Conditions
 Construction Materials Engineering Laboratory Inspection and Materials Testing Services
 General Terms and Conditions
 Other

TERRA-MAR



Environmental Services ♦ Geotechnical Engineering ♦ Construction Materials Testing

DALLAS ♦ FORT WORTH ♦ HOUSTON ♦ AUSTIN ♦ LONGVIEW

TERRA-MAR, INC.
PROFESSIONAL SERVICES • GENERAL TERMS AND CONDITIONS

GEOTECHNICAL ENGINEERING SERVICES

The General Terms and Conditions agreed to by the parties are as follows:

1. PARTIES: Terra-Mar, Inc. (hereinafter "TMI") refers to the company performing the scope of work described herein and detailed in the TMI Proposal. "Client" refers to the person or business entity ordering the scope of work to be performed by TMI. If the Client is ordering work on behalf of another, Client represents and warrants that it is the duly authorized agent of the party that will benefit from the work. Unless otherwise stated in writing, Client assumes sole responsibility for the sufficiency of the work ordered. Client shall communicate these General Terms and Conditions to any third party to whom Client transmits any part of TMI's work. After execution of the Proposal Acceptance Agreement to which these General Terms and Conditions are attached and made a part thereto, TMI shall have no duty or obligation to any third party greater than that set forth in these General Terms and Conditions.

2. SCOPE OF WORK: "Work" means the specific environmental, geotechnical, analytical, testing or other service to be performed by TMI as set forth in TMI's Proposal, previously referenced herein and made a part hereof.

3. TESTS AND INSPECTIONS: Client shall ensure that all tests and inspections of the site, all materials provided, and work performed by others are delivered in a timely manner in accordance with the plans, specifications, contract documents, and TMI's recommendations. No claims for loss, damage or injury shall be brought against TMI by Client or any third party unless all reviews, tests and inspections have been so performed and unless TMI's recommendations have been followed. Client agrees to indemnify, defend and hold TMI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including but not limited to, court costs and reasonable attorney's fees in the event that all such reviews, tests, and inspections are not so performed or TMI's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act, or omission of TMI, its officers, agents or employees.

4. SCHEDULING OF WORK: The services set forth in the Proposal will be accomplished in a timely, workmanlike and professional manner by TMI personnel or authorized subcontractors. If TMI is required to delay commencement of work or if, upon undertaking work, TMI is required to halt work due to changes in the scope of work, interruptions in other aspects of the Project, or other causes beyond the reasonable control of TMI, additional charges will be applicable and payable by the Client.

5. ACCESS TO SITE: Client will provide access to the site for TMI to perform the work. TMI shall take reasonable measures to minimize damage to the site and any improvements as the result of its work; however, TMI has not included in its fee the cost of restoration of damage which may occur. TMI will restore the site to its former condition, upon written request from Client that provides for payment to TMI for the cost thereof.

6. DAMAGE TO EXISTING MAN-MADE OBJECTS: Unless TMI assumes in writing the responsibility of locating subsurface or latent conditions, Client agrees to indemnify and save TMI harmless from all claims, suits, losses, cost and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TMI's performance of its work and arising from subsurface or latent conditions, or damage to subsurface or latent objects, structures, lines or conduits where the actual presence and location thereof was not revealed to TMI by Client.

7. CONFIDENTIALITY: During the Project, TMI and its employees may obtain, directly or indirectly, secret and confidential information considered proprietary by Client. TMI agrees, on behalf of itself and its employees, to maintain the confidentiality of information formally designated as proprietary by the Client unless directed by Client in writing to disclose the information to others.

8. RESPONSIBILITY: TMI's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. TMI will not be responsible for evaluating, reporting or affecting job conditions relative to the health, safety or welfare of any persons other than its own employees. TMI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the Contract documents.

9. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test. All drilling samples or specimens will be disposed of sixty (60) days after submission of TMI's report. All archaeological samples will be returned to Client for permanent curation following submittal of TMI's final report.

10. PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen percent (18%) per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client agrees to pay TMI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.

TERRA-MAR, INC.

Remedies available to TMI for collection of amounts due, including mechanic's liens, shall not be limited by any contractual provision or other agreement that is not specifically made a part of this Agreement.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, TMI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place TMI's files in order and/or to protect its professional reputation.

12. WARRANTY: TMI's services will be performed, its findings obtained, and its reports prepared in accordance with the Proposal which has been mutually agreed upon as well as these General Terms and Conditions. In performing its professional services, TMI will strive to perform services under these General Terms and Conditions in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This warranty is in lieu of all other warranties, either express or implied.

13. INSURANCE AND INDEMNITY: TMI agrees to carry the following liability insurance: Statutory Workers' Compensation and Employers' Liability, Comprehensive General Liability, and Comprehensive Automobile Liability. TMI will furnish certificates of insurance on request. To the extent of the coverage limits maintained by TMI and subject to the exclusions therein and the amount of the claims paid by such insurance, TMI agrees to indemnify and hold Client harmless from all losses, claims, demands, causes of action, and suits arising out of the willful or negligent acts of TMI, its officers, agents, employees, or subcontractors, in performing professional services at the worksite, in furnishing and using equipment and materials at the worksite, or in traveling to and from the worksite. If Client specifically requires additional insurance coverage, TMI will obtain the specific insurance coverage (if procurable) at Client's expense. TMI does not indemnify Client for damage arising out of Client's independent use of TMI data, advice, recommendations and reports.

14. AGREEMENT TO ARBITRATE: All disputes related directly or indirectly to any aspect of this contract, work related to this contract, or to any matter in this contractual relationship shall be arbitrated pursuant to and by the American Arbitration Association in Dallas, Texas.

15. PRIORITY OF DOCUMENTS: These General Terms and Conditions, together with the Proposal Acceptance Agreement and associated documents, shall control over any conflicting provisions within purchase orders, work orders, letters of intent, or other similar documents.

16. APPLICABLE LAW: This Agreement shall be governed by and construed according to the laws of the State of Texas. The venue for all claims asserted under this Agreement shall be Dallas County, Texas.

END OF DOCUMENT

Arapaho Road Extension
Final Design of Phase 2
Marsh Lane to Surveyor Boulevard
(Jack Hatchell & Associates)

TASK-SIGNALIZATION FOR TWO INTERSECTIONS	FEE
1. Preliminary Design	\$6,000
2. Final Design	\$4,500
3. Timing Plans- includes all traffic/turning movements	\$4,000
TOTAL	\$14,500

**ARAPAHO ROAD EXTENSION
PHASE II CONSTRUCTION
MARSH LANE TO SURVEYOR BOULEVARD
ESTIMATE OF MANHOURS
LANDSCAPE ARCHITECTURAL SERVICES**

EXHIBIT G

	Number of Sheets	Group Director	Design Director	Senior LA	LA 3	LA 2	LA 1	Totals
D. Landscaping and Architectural Treatments								
1. Landscaping Master Plan								
a. Initial Programming Meeting	Roll			6		6		12
b. Schematic Master Plan	Dwg							0
c. Plan Revisions, Meetings								0
<i>Task 1 Total Hours</i>	-	0	0	6	0	6	0	12
<i>Hourly Rates</i>	-	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87	
<i>Task 1 Direct Labor Cost</i>	-	\$0	\$0	\$185	\$0	\$110	\$0	\$294
<i>Task 1 Indirect Labor, Overhead, Profit</i>	-	\$0	\$0	\$572	\$0	\$340	\$0	\$912
2. Design Development								
a. Design Development Package	5	4	8	32				44
b. Construction Cost Estimate				8		8		16
c. Review Meeting, Revisions				4		4	4	12
<i>Task 2 Total Hours</i>	-	4	8	44	0	12	4	72
<i>Hourly Rates</i>	-	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87	
<i>Task 2 Direct Labor Cost</i>	-	\$129	\$300	\$1,354	\$0	\$219	\$63	\$2,065
<i>Task 2 Indirect Labor, Overhead, Profit</i>	-	\$399	\$930	\$4,197	\$0	\$680	\$197	\$6,403
3. Construction Documents								
a. Prepare Construction Drawings	6	4		28		64	64	160
b. Technical Specifications				8		16	16	40
c. Construction Cost Estimate				4		4	8	16
d. Plan Review, Revisions				4		4	4	12
<i>Task 3 Total Hours</i>	-	4	0	44	0	88	92	228
<i>Hourly Rates</i>	-	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87	
<i>Task 3 Direct Labor Cost</i>	-	\$129	\$0	\$1,354	\$0	\$1,608	\$1,460	\$4,551
<i>Task 3 Indirect Labor, Overhead, Profit</i>	-	\$399	\$0	\$4,197	\$0	\$4,984	\$4,526	\$14,107

	Number of Sheets	Group Director	Design Director	Senior LA	LA 3	LA 2	LA 1	Totals
4. Bid and Contract Award								
a. Prepare List of Subcontractors								0
b. Prepare Bid Addenda								0
c. Evaluation of Bids				4				4
d. Review Value Engineering Proposal				16		8	0	24
<i>Task 4 Total Hours</i>	-	0	0	20	0	8	0	28
<i>Hourly Rates</i>	-	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87	-
<i>Task 4 Direct Labor Cost</i>	-	\$0	\$0	\$615	\$0	\$146	\$0	\$762
<i>Task 4 Indirect Labor, Overhead, Profit</i>	-	\$0	\$0	\$1,908	\$0	\$453	\$0	\$2,361
<i>TOTAL Hours</i>	-	8	8	114	0	114	96	340
<i>Hourly Rates</i>	-	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87	-
<i>TOTAL Direct Labor Cost</i>	-	\$258	\$300	\$3,508	\$0	\$2,083	\$1,524	\$7,672
<i>TOTAL Indirect Labor, Overhead, and Profit</i>	-	\$799	\$930	\$10,874	\$0	\$6,457	\$4,723	
TOTAL FEE								\$23,782



ARCHITECTS ENGINEERS PLANNERS

14114 Dallas Parkway, Suite 630 Dallas, Texas 75240-4381 (972) 661-5626 FAX (972) 661-5614

February 28, 2001

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

Attn: Mr. Steven Z. Chutchian, P.E. Assistant City Engineer

ARAPAHO ROAD EXTENSION Marsh Lane to Surveyor Boulevard Supplemental Agreement No. 1

Dear Mr. Chutchian:

On February 22, 2001, you requested additional survey work for a parcel swap (Parcel 17) for the Arapaho Road project. Attached is a scope and fee estimate (\$1,555.75) from ARS Surveyors for this additional survey work.

If the fee estimate is acceptable to the Town of Addison, this letter may serve as Supplemental Agreement No. 1 with your return of a copy bearing signature of acceptance in the space provided.

Very truly yours,

HNTB CORPORATION

Handwritten signature of Benjamin J. Boller

Benjamin J. Boller, P.E. Vice President, Central Division

ACCEPTED:

TOWN OF ADDISON

By: [Handwritten signature]

Title: Asst. P.W. Director

Date: 2-28-01

The HNTB Companies

OFFICES: ALEXANDRIA, VA; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH; COLUMBUS, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; ELKINS, WV; FAIRFIELD, NJ; FT WORTH, TX; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVINE, CA; KANSAS CITY, MO; KNOXVILLE, TN; LANSING, MI; LOS ANGELES, CA; LOUISVILLE, KY; MANTO, NC; MIAMI, FL; MILWAUKEE, WI; MINNEAPOLIS, MN; NASHVILLE, TN; NEW YORK, NY; OAKLAND, CA; OKLAHOMA CITY, OK; ORLANDO, FL; OVERLAND PARK, KS; PLYMOUTH MEETING, PA; PORTLAND, ME; RALEIGH, NC; SALT LAKE CITY, UT; SAN ANTONIO, TX; SAN BERNARDINO, CA; SEATTLE, WA; ST LOUIS, MO; TAMPA, FL; TOLEDO, OH; TULSA, OK; WICHITA, KS



ARCHITECTS ENGINEERS PLANNERS

14114 Dallas
Furbury, Suite 630
Dallas, Texas
75240-4381
(972) 661-5626
FAX (972) 661-5614

January 30, 2001

Mr. James C. Pierce, Jr., P.E.
Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

ARAPAHO ROAD EXTENSION, ADDISON ROAD TO MARSH LANE
Change Order No. 1 to Supplemental Agreement No. 1

Dear Mr. Pierce:

On November 1, 2000, you requested that we make an additional study for the construction of access ramps from the Arapaho Road Extension project to Midway Road. These studies were completed and exhibits prepared for presentation at a Town Council meeting on November 13, 2000. Also, additional copies of the Preliminary Engineering Report were made for distribution to Council members. The costs to prepare the additional ramp studies and documents for Council presentation were not included in our Agreement for services for the Arapaho Road Extension. It was agreed in our telephone conversation on November 1st that we would perform the additional services for a fee of \$1,500. Accordingly, we respectfully request that the compensation estimated in Supplemental Agreement No. 1 dated September 7, 2000 be increased by \$1,500 to \$8,977.

We trust the additional compensation requested for these services correctly reflects our understanding as agreed in your telephone request. If acceptable to the Town of Addison, this letter may serve as a Change Order to Supplemental Agreement No. 1 with your return of a copy bearing signature of acceptance in the space provided.

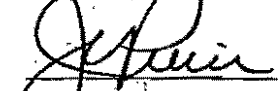
Very truly yours,

HNTB CORPORATION


Benjamin J. Biller, P.E.
Vice President, Central Division

ACCEPTED:

TOWN OF ADDISON

By: 
Title: Asst. Dir. of Public Works
Date: 2-23-01

The HNTB Companies

OFFICES: ALEXANDRIA, VA; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH; COLUMBUS, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; ELIJAH, WV; FAIRFIELD, NJ; FT. WORTH, TX; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVINE, CA; KANSAS CITY, MO; KNOXVILLE, TN; LANSING, MI; LOS ANGELES, CA; LOUISVILLE, KY; MANTO, NC; MIAMI, FL; MILWAUKEE, WI; MINNEAPOLIS, MN; NASHVILLE, TN; NEW YORK, NY; OAKLAND, CA; OKLAHOMA CITY, OK; ORLANDO, FL; OVERLAND PARK, KS; PLYMOUTH MEETING, PA; PORTLAND, ME; RALEIGH, NC; SALT LAKE CITY, UT; SAN ANTONIO, TX; SAN BERNARDINO, CA; SEATTLE, WA; ST. LOUIS, MO; TAMPA, FL; TOLEDO, OH; TULSA, OK; WICHITA, KS.

October 3, 2000

*Agenda
Item
Approved
10-10-00*

MEMORANDUM

To: Chris Terry, Assistant City Manager
Through: Mike Murphy, P.E., Director of Public Works
From: Jim Pierce, P.E., Assistant Public Works Director
Subject: Engineering Contract for Arapaho Road, Phase II, Surveyor Boulevard to Marsh Lane

HNTB Corporation has essentially completed the preliminary plans for the Arapaho Road Extension from Addison Road to Marsh Lane. The only remaining item is a decision concerning the configuration of the Arapaho/Midway intersection. Lee Engineering is studying the configuration of this intersection and a "Second Opinion" will be rendered in the very near future.

The next step for the project has been designated "Arapaho Road Phase II" which is the portion of the extension between Surveyor Drive and Marsh Lane.

Appraisers have been hired to begin the right-of-way acquisition process, and for now, attention has been focused on acquiring the property at 15115 Surveyor Boulevard. Negotiations for this property are currently in progress.

Attached is a copy of a contract with HNTB Corporation for the final design of Phase II of the project, from Marsh Lane to Surveyor Boulevard. The contract covers preparation of plans, specifications and contract documents for the construction of Phase II, including a Geotechnical report, surveying, landscape design, and bid phase and construction phase services.

Compensation shall be on a lump sum basis for a maximum total fee of \$294,124. The lump sum fee is based on detailed man-hour estimates that have been reviewed and negotiated by staff and found to be acceptable for both parties. The engineering contract will be funded from bond issue proceeds.

Staff recommends Council authorize the City Manager to enter into a contract with HNTB Corporation for final design of Arapaho Road, Phase II, for a fee not to exceed \$294,124.



ARCHITECTS ENGINEERS PLANNERS

14114 Dallas
Parkway, Suite 630
Dallas, Texas
75240-4381
(972) 661-5626
FAX (972) 661-5614

Steve

January 11, 2001

Town of Addison
P.O. Box 144
Addison, Texas 75001

Attn: Mr. James C. Pierce, Jr., P.E., DEE
Assistant City Engineer

TOWN OF ADDISON
Arapaho Road Extension - Phase II/III

Dear Mr. Pierce:

Attached are copies of our Insurance Certificates showing coverage for your file, as requested. These are for the renewal and continuation of insurance requirements through January 1, 2002.

Should you have any questions following review of these certificates, please let us know.

Very truly yours,

HNTB CORPORATION

Daniel F. Becker, P.E.

DFB/dab

Enclosures

25768

The HNTB Companies

OFFICES: ALEXANDRIA, VA; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH; COLUMBUS, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; ELKINS, WV; FAIRFIELD, NJ; FT. WORTH, TX; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVINE, CA; KANSAS CITY, MO; KNOXVILLE, TN; LANSING, MI; LOS ANGELES, CA; LOUISVILLE, KY; MANTO, NC; MIAMI, FL; MILWAUKEE, WI; MINNEAPOLIS, MN; NASHVILLE, TN; NEW YORK, NY; OAKLAND, CA; OKLAHOMA CITY, OK; ORLANDO, FL; OVERLAND PARK, KS; PLYMOUTH MEETING, PA; PORTLAND, ME; RALEIGH, NC; SALT LAKE CITY, UT; SAN ANTONIO, TX; SAN BERNARDINO, CA; SEATTLE, WA; ST. LOUIS, MO; TAMPA, FL; TOLEDO, OH; TULSA, OK; WICHITA, KS.

ACORD CERTIFICATE OF LIABILITY INSURANCE

ID KK
TERRA-1

DATE (MM/DD/YY)
01/09/01

PRODUCER
Baldwin Ins & Bonding Agency
1201 Kas Drive, Suite B
Richardson TX 75081
Phone: 972-644-2688 Fax: 972-644-8035

RECEIVED
JAN 10 2001

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Terra-Mar, Inc.
11050 Ables Ln
Dallas TX 75229

HNTB CORPORATION
DALLAS, TEXAS

INSURERS AFFORDING COVERAGE

INSURER A:	National American Insurance Co
INSURER B:	American Internat'l Specialty
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY				EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	PRO2677141	04/01/00	04/01/01	FIRE DAMAGE (Any one fire) \$ 50000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5000
	<input checked="" type="checkbox"/> Pollution & E&O	PRO2677141	04/01/00	04/01/01	PERSONAL & ADV INJURY \$ 1000000
	<input type="checkbox"/> Professional Liab				GENERAL AGGREGATE \$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 1000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO	AU1266242D	04/01/00	04/01/01	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
B	EXCESS LIABILITY				EACH OCCURRENCE \$ 5000000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	PROU2672427	04/01/99	04/01/01	AGGREGATE \$ 5000000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10000				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		CW1600142D	04/01/00	04/01/01	E.L. EACH ACCIDENT \$ 1000000
					E.L. DISEASE - EA EMPLOYEE \$ 1000000
					E.L. DISEASE - POLICY LIMIT \$ 1000000
A	OTHER				
	Property Section	MP1688842D	04/01/00	04/01/01	
A	Equipment Floater	MP1688842D	04/01/00	04/01/01	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: Arapaho Road, Phase II - Addison Geotechnical Service Agreement
 Certificate holder is additional insured as respects the general and auto liability. A waiver of subrogation applies to general & auto liability in favor of certificate holder.

CERTIFICATE HOLDER N **ADDITIONAL INSURED; INSURER LETTER:** HNTBA-1
 HNTB Architects
 Engineers and Planners
 Attn: Benjamin Biller
 14114 Dallas Parkway, #630
 Dallas TX 75240-4381

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
William A. Baldwin



ARCHITECTS ENGINEERS PLANNERS

14114 Dallas
Parkway, Suite 630
Dallas, Texas
75240-4381
(972) 661-5626
FAX (972) 661-5614

October 2, 2000

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

Attn: Mr. James C. Pierce, Jr., P.E., DEE

ARAPAHO ROAD EXTENSION
Phase II

Dear Mr. Pierce:

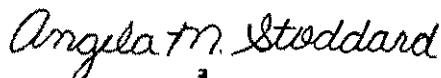
Enclosed, please find two (2) originals of a revised agreement for providing Engineering Services for preparation of the plans for the construction of Phase II of the Arapaho Road extension. Phase II construction will extend from Marsh Lane to Surveyor Boulevard.

The enclosed agreement has been revised to reflect comments received in discussions with you concerning the scope of services and requested compensation.

After your review of the enclosed agreement, we will be pleased to meet with you to discuss the project budget and schedule to clarify any issues or questions you may have.

Very truly yours,

HNTB CORPORATION


Angela M. Stoddard

Enclosures

AMS/tlf

The HNTB Companies

OFFICES: ALEXANDRIA, VA; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH; COLUMBUS, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; ELKINS, WV; FAIRFIELD, NJ; FT. WORTH, TX; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVINE, CA; KANSAS CITY, MO; KNOXVILLE, TN; LANSING, MI; LOS ANGELES, CA; LOUISVILLE, KY; MANTO, NC; MIAMI, FL; MILWAUKEE, WI; MINNEAPOLIS, MN; NASHVILLE, TN; NEW YORK, NY; OAKLAND, CA; OKLAHOMA CITY, OK; ORLANDO, FL; OVERLAND PARK, KS; PLYMOUTH MEETING, PA; PORTLAND, ME; RALEIGH, NC; SALT LAKE CITY, UT; SAN ANTONIO, TX; SAN BERNARDINO, CA; SEATTLE, WA; ST. LOUIS, MO; TAMPA, FL; TOLEDO, OH; TULSA, OK; WICHITA, KS

Glade:

5-16-00

Re: Arapaho Rd, Phase II, Marsh
to Surveyor - Engineer's Proposal

Please review the attached scope of work for Arapaho, Phase II. They are proposing to do a "Master Plan" for the whole road from Marsh to Addison, which I guess is OK, and then detailed design from Marsh to Surveyor.

Is this what you have in mind for this project? It looks heavy to me. There is not a whole lot to landscape.

There are 2 medians west of Surveyor and 2 medians east of Surveyor. Much of the road has no median. No sidewalks are planned.

Please let me have your comments. I have prelim plans you can look at.

Jim

COPY

AGREEMENT

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

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

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

NOW, THEREFORE, all parties agree as follows:

SECTION 2. SCOPE OF SERVICES

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

I. Project Definition

This project consists of the preparation of plans and specifications for bidding and construction of Arapaho Road from Marsh Lane to Surveyor Boulevard (the Project). The project will be a 4-lane reinforced concrete roadway from Marsh Lane to Surveyor Boulevard. Turn lanes will be provided at Marsh Lane, Business Avenue, Commercial Drive and Surveyor Boulevard. A raised curb median divider will be provided from west of Commercial Road to Surveyor Boulevard. Services will include geotechnical investigation and recommendations; final construction plans for the roadway, storm drainage, water, wastewater, landscaping, irrigation, traffic signals, construction sequencing, and striping; bid document originals; record drawings; and coordination with franchised utilities, the Town of Addison, and applicable agencies.

*Comments
to Dan
Becker
6-27-00*

II. Detailed Scope of Basic Services

The project has been implemented in several phases consistent with the availability of funds to complete final construction plans and specifications and to finance the construction. The Scope of Services for Phase I and Phase II are described in a separate scope of services and Agreement executed February 12, 1997 with official authorization to proceed dated March 9, 1998. The Basic Scope of Services for Phase III, Phase IV, and Phase V are described herein.

A. Phase III – Final Design

1. Prepare final construction drawings that incorporate preliminary review comments from Phase II. (Scale 1" = 20' Horizontal and 1" = 5' Vertical except as noted.) The following sheets shall be included:

- a. Cover Sheet
- b. Quantity Summary Sheet
- c. Construction Phasing (Scale 1" = 40')
- d. General Notes and Typical Sections
- e. Existing Utilities
- f. Paving Plan and Profile Sheets
- g. Paving Details
- h. Striping Plans (Scale 1" = 40')
- i. Striping Details
- j. Driveway and Special Grading Sheets
- k. Drainage Area Map (Scale 1" = 100')
- l. Storm Drain Plan and Profile Sheets
- m. Storm Drain Details
- n. Roadway Cross Sections

2. Prepare Contract Documents

3. Prepare Estimate of Final Construction Cost

4. Submit two (2) sets of plans to the Town of Addison for final review.

5. Incorporate Town's final review comments into final plans.

B. Phase IV – Bidding and Contract Award

Grading plan
~~Landscaping~~
~~Drainage~~
Coord. with Utilities
Street lights

~~Demolition Plans?~~
Retaining Walls
Utility Reflection Plan
~~ROW Plans~~
~~Signage Plans~~
Design shall meet current ADA requirements

Pre bid meeting ✓

1. Prepare Advertisement for Bidders.
2. Print ~~to~~ ^{by} ~~blue~~ ^{blue} line sets of plans and bid documents.
3. Prepare necessary addenda and respond to bidder's questions.
4. Prepare bid tabulation.
5. Recommend a bidder to the Town of Addison for the award of the construction contract.

B. Phase V – Construction

Pre const meeting
const. control staking
✓ RETI responses

1. Provide three (3) full-size ~~blue~~ ^{blackline} line sets of plans for Town and Contractor.
2. Review submittals, as required by the contract documents.
3. Prepare mylar record drawings. *& electronic file of same*

Final Inspection

III. Detailed Scope of Additional Services

A. Surveying

Design Surveying (Done)
~~const control staking~~

1. Prepare construction easement plat and description for an estimated construction of 7 driveways on private property.
2. Research records, obtain documents and prepare Parcel plat and description for additional parcel (No. 20). *done?*
3. Assist the geotechnical engineer in re-establishing the centerline.
4. Establish elevation at site of bore holes for subsurface exploration.

B. Geotechnical Investigation

The purpose of the geotechnical investigation will be to sample and evaluate subsurface conditions along the proposed project alignment and from this data develop engineering design parameters for design and construction of the proposed improvements and to provide recommendations regarding these improvements.

1. Field Exploration

Subsurface conditions along the alignment of the Project will be evaluated by the drilling of six borings. The borings will be drilled

to a depth of 10 feet or two feet into gray limestone whichever is shallower.

Cohesive soils will be sampled using a thin-walled Shelby tube sampler while granular soils will be sampled by means of the split-barrel sampler in conjunction with the Standard Penetration Test (SPT). Texas Highway Department (THD) cone penetrometer tests will be performed in the primary rock strata, if encouraged. Borings will be drilled dry without the aid of drilling fluid and water level measurements will be made in each borehole at the completion of drilling and at least 24 hours later. This data will be reported on the boring logs.

encouraged?

2. Laboratory Tests

The necessary laboratory work will be performed in order to provide the required geotechnical design information. The project geotechnical engineer will classify the samples recovered from the field investigation in the laboratory. A laboratory testing program will then be implemented to evaluate the pertinent engineering properties of the encountered deposits. Laboratory testing will include liquid and plastic limit, moisture content, and calibrated penetrometer tests. Lime series tests will be performed to determine the optimum lime content for subgrade stabilization.

It is not anticipated that any hazardous materials will be encountered in the geotechnical investigations, and therefore no environmental tests will be performed on soil samples obtained. Should it become evident that environmental tests are necessary, these will be authorized and paid for under provisions of a supplemental agreement.

3. Engineering Analyses and Report

The results of the field investigation and laboratory test programs will be evaluated to provide recommendations for design and construction of the pavement. The results of the investigation will be presented in an engineering report. Three copies of the report will be submitted. The report will include the following:

- a. Logs of boring, laboratory test results, borehole water level observations, and a plan of borings.
- b. Recommendations for pavement subgrade preparation.

- c. Recommendations for concrete pavement sections based upon traffic information and standards of the Town of Addison.
- d. Recommendations for design of retaining walls to include lateral earth pressures, drainage requirements, allowable retaining wall footing bearing resistance, and retaining wall footing sliding resistance.
- e. Recommendations for design of a box culvert.
- f. Discussion of the presence of groundwater and the impact of groundwater on the pavement design.

4. Other Environmental Considerations

The extension of Arapaho Road will require demolition of existing buildings. An environmental assessment of these buildings should be made to determine if any harmful materials, such as asbestos, will be encountered during demolition. This work has not been included within the scope of services. If these services are desired, they may be accomplished under the provisions of a supplemental agreement.

Material testing during construction has not been included within the scope of this investigation.

C. Traffic Study

1. Data Collection

Existing and projected traffic volumes on Arapaho Road were obtained from the Town of Addison and North Central Texas Council of Governments (NCTCOG), respectively in Phase I and Phase II of previous engineering studies.

2. Traffic Analysis

- a. Prepare preliminary traffic signal design plans and specifications for Arapaho Road intersections with Surveyor and Marsh Lane. Plans and specifications will be prepared using Town of Addison standards.
- b. Review plans and specifications with Town of Addison and revise as necessary. Prepare final plans, specifications,

construction estimates and contract documents for installation of traffic signals.

- c. Prepare signal timing plans for the two intersections based on projected traffic flows and turning movements.

D. Landscape Architecture and Aesthetic Treatments

Areas for landscaping and aesthetic enhancement of Phase II of the Arapaho Road Extension Project, from Marsh Lane to Surveyor Boulevard, is generally limited to the parkway between the right curb and right-of-way line. A short length of median west of Surveyor is also available for landscaping. The landscape improvements included herein shall respond to the Town's landscape ordinance and guidelines and critical visibility concerns shall be incorporated into the overall roadway improvements. ~~Aesthetic treatments of the bridge structure, including substructure elements and retaining walls, will be prepared for review and selection of enhancements will be made by the Town.~~ } ?

1. Landscape Schematic Design

The schematic design will be developed for Phase II and Phase III of the Arapaho Road Extension Project from Marsh Lane to Addison Road.

- a. The Landscape Architect will attend an initial programming meeting with the Town of Addison to discuss the project requirements, and to acquire information from the Town required to develop the Schematic Landscape Master Plan.
- b. Based on initial programmatic meetings with the Town, proceed with site development concepts to develop a Schematic Landscape Master Plan. Schematic design plans will be drawn at a scale sufficient to explain design intent. The drawings to be produced will be one rendered site plan and necessary cross sections and enlarged plans as required to explain design intent.
- c. Meet with the Town staff to present the Schematic Landscape Master Plan and receive comments from Town for incorporation into the design development package.

Rebo

2. Design Development

The Design Development Package will be developed for Phase II and Phase III construction of the Arapaho Road Extension from Marsh Lane to Addison Road. ?

a. Based on the approved Schematic Design, the Landscape Architect will prepare a Design Development Package. This Package will include the following:

- Materials Plan
- Site Grading Plan
- Site walls/entry features
- Hardscape/paving
- Site lighting (location and fixture type only – circuiting by others)
- Landscape Plan
- Critical cross-sections

This package will include an appropriate level of detail to illustrate design character, intent, means, materials and construction methods sufficient to further refine Probable Construction Cost.

b. Prepare an Opinion of Probable Construction Costs based on Design Development Drawings.

c. Meet with the Town to review the Design Development Package and receive comments from Town staff for incorporation into the construction document package.

3. Construction Documents

The Construction Documents, based on the approved Design Development Package will be prepared for Phase II construction of the Arapaho Road Extension, from Marsh Lane to Surveyor Boulevard.

a. The construction documents will include the following:

- Layout and Materials Plan
- Enlarged Intersection Layout and Materials Plan, if required
- Grading Plan for the R.O.W. Improvements
- Enlarged Intersection Grading Plan, if required
- Planting Plan
- Enlarged Intersection Planting Plan, if required
- Irrigation Plan

- Enlarged Intersection Irrigation Plan, if required
- Site Lighting (location and fixture type; circuiting by others)
- Details and sections at appropriate scales necessary to convey the sizes, appearances, finishes, and colors of all pavements, walls, site furnishings, and light fixtures
- Coordinate structural details and incorporate on plans to be approved by structural

- b. Prepare Technical Specifications (CSI format) describing all elements of the proposed work.
- c. Prepare a revised Opinion of Probably Construction Costs based on Design Development Drawings.
- d. Meet with the Town to review the Construction Document Package and receive comments from Town staff for finalizing the construction document package.

4. Phase II Construction Bidding Services

- a. Prepare a list of qualified potential subcontractors who can perform the work. ?
- b. Prepare addenda as may be required during the bidding or negotiating process.
- c. Assist the Town in the evaluation and assessment of bids or negotiated proposals.
- d. Propose and/or evaluate value engineering and substitutions with respect to cost implications and effect on quality and/or scope of the work.

5. Midway Road Bridge Aesthetic Enhancement Study ?

- a. Prepare architectural treatment design plans, elevations, details and additional drawings that illustrate urban design (aesthetic) treatments of structural elements within the project right-of-way. Plan, elevation, sectional and detail views will set typical shapes and dimensions for the structural components, and will be suitable for development by final design Engineers of subsequent final engineering plans for all of the following roadway structures:

- Abutments

Red

Want this work be included in road bid pkg.?

with

- Retaining walls
- Barriers, guardrails
- Columns and Caps
- Girders
- Lighting

These basic architectural concepts will be prepared and presented to the Town staff for review.

- b. Prepare preliminary material, color and product outline specifications for design treatments of each of the specific structural elements.
- c. Participate in a workshop with the Town of Addison staff to discuss order of magnitude costs developed by HNTB for design treatments of bridge enhancements, and prepare refinements as necessary to achieve the desired aesthetic effects within project budget guidelines.

SECTION 3. PAYMENT

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

Basis of Compensation

Payment shall be made monthly by Owner to Engineer based upon statements submitted by the Engineer for work performed.

Compensation for performing Basic Services shall be on a Lump Sum Basis as developed through man-hour estimates presented in Exhibit B and C. The Lump Sum amount for Basic Services shall be \$253,448.76. Compensation for Additional Services and expenses shall be made based on actual invoices received from subcontractors and/or material supplies incurring costs attributable to the project. The estimated fee for Additional Services for subconsultants is given in the attached Exhibits D, E, F and G. The maximum Additional Services fee shall be \$113,206.28. Engineer agrees to perform the Basic and Additional Services to complete the project for a maximum total fee of \$366,655.

SECTION 4. RESPONSIBILITIES

Engineer shall be responsible for the professional quality, technical accuracy, and the coordination of the design, drawings, plans, specifications, estimates, and other services furnished by Engineer under this Agreement. Engineer shall,

without additional compensation, correct or review any errors or deficiencies that are attributable to the Engineer in the design, drawings, plans, specifications, estimates, and other services.

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

The rights and remedies of Owner under this Agreement are as provided by law.

SECTION 5. TIME FOR PERFORMANCE

Engineer shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with the Owner's requirements. As time is of the essence for this Agreement, the services for Phase II construction shall be completed according to the schedule to be established upon receipt of Notice-to-Proceed.

In the event Engineer's performance of this Agreement is delayed or interfered with by acts of the Owner or others, Engineer may request an extension of time for the performance of same as hereinafter provided. If such delay is in excess of 60 days on any one occurrence or a cumulative delay of over 180 days, Engineer shall have the right to renegotiate the remainder of this contract. A delay shall be defined as any event caused by others that substantially inhibits the Engineer from proceeding with his work on the project. This shall include, but is not limited to, Town reviews, right-of-way negotiations and awaiting critical information to be supplied by Town or franchised utility companies.

No allowance of any extension of time, for any cause whatever, shall be claimed or made by the Engineer, unless Engineer shall have made written request upon Owner for such extension within 14 calendar days after the cause for such extension occurred, and unless Owner and Engineer have agreed in writing upon the allowance of additional time to be made.

SECTION 6. DOCUMENTS

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

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

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

SECTION 7. TERMINATION

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

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

Engineer may terminate this Agreement upon written notice to Owner in the event of substantial failure by the Owner to perform in accordance with the terms of this Agreement. Owner shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the

Engineer. In the event the parties cannot agree upon an acceptable cure within a reasonable period of time from the date of notice, Owner may terminate this Agreement as provided in this Section 7.

SECTION 8. INSURANCE

Engineer shall provide and maintain Worker's Compensation and Employer's Liability Insurance for the protection of Engineer's employees, as required by law. Engineer shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting Engineer and Owner against liability from damages because of injuries, including death, suffered by any person or persons other than employees of Engineer, and liability for damages to property, arising from or growing out of Engineer's operations in connection with the performance of this Agreement.

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

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

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

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

SECTION 9. INDEMNIFICATION FOR INJURY AND PERFORMANCE

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

The Engineer hereby agrees to protect, indemnify and hold harmless the Owner, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnities"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and

expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of the Engineer, its officers, employees, servants, agents or subcontractors, or anyone else under the Engineer's direction and control, and arising out of, occurring in connection with, resulting from or caused by the performance of any services called for by this Agreement. In the event one or more of the Indemnities is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, the Engineer shall be obligated to indemnify Owner as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The Engineer is not responsible for the actions of the Owner's contractor to perform the construction of the improvements covered under this Agreement.

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

SECTION 10. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

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

SECTION 11. INDEMNIFICATION FOR NON-PAYMENT

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

SECTION 12. ASSIGNMENT

Engineer shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of Owner.

SECTION 13. APPLICABLE LAWS

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

SECTION 14. DEFAULT OF ENGINEER

In the event Engineer fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by Owner to Engineer, Owner may, at its sole discretion without prejudice to any other right or remedy:

- Terminate this Agreement and be relieved of the payment of any further consideration to Engineer except for all work determined by Owner to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Engineer to and from meeting called by Owner at which Engineer is required to attend, but shall not include any loss of profit of Engineer. In the event, of such termination, Owner may proceed to complete the services in any manner deemed proper by Owner, either by the use of its own forces or by resubletting to others. In either event, the Engineer shall be liable for all costs in excess of the total contract price under this Agreement incurred to complete the services herein provided for and the costs so incurred may be due or that may thereafter become due to Engineer under and by virtue of this Agreement.
- Owner may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the Engineer. Engineer shall not be considered in default of this Agreement for delays in performance caused by acts of the Owner or other circumstances beyond the reasonable control of the Engineer.

SECTION 15. ADJUSTMENTS IN SERVICES

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

SECTION 16. EXECUTION BECOMES EFFECTIVE

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

SECTION 17. AGREEMENT AMENDMENTS

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

SECTION 18. WRITTEN NOTICES

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

SECTION 19. GENDER AND NUMBER

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of _____, 2000.

OWNER:
TOWN OF ADDISON, TEXAS

ENGINEER:
HNTB CORPORATION

By _____
:
Ron Whitehead, City Manager
5300 Beltline Road
P.O. Box 144
Addison, Texas 75001-0144

By Benjamin J. Biller
:
Benjamin J. Biller P.E.
Associate Vice President
Central Division
14114 Dallas Parkway, #630
Dallas, Texas 75240

Witness:

Director of Public Works

Witness: Alice Davis

**ARAPAHO ROAD EXTENSION
MARSH LANE TO SURVEYOR BOULEVARD
FEE PROPOSAL-MAY 4, 2000**

Phase III - Final Design
Phase IV - Bidding and Contract Award
Phase V - Construction

Basic Services

<u>Job Title</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Total</u>
HNTB			
Project Manager	240	\$53.00	\$12,720.00
Assistant Project Manager	300	\$44.00	\$13,200.00
Project Engineers	392	\$32.00	\$12,544.00
Design Engineers	434	\$23.00	\$9,982.00
CADD Technicians	444	\$22.00	\$9,768.00
Clerical	184	\$17.00	\$3,128.00
Direct Labor Cost Phase III, Phase IV, and Phase V Basic Services			\$61,342.00
Indirect Labor, Overhead			\$94,638.44
HNTB Subtotal			<u>\$155,980.44</u>
Profit and Contingency			\$23,397.07
Out-of-Pocket Expense			\$4,250.00
HNTB Subtotal Fee, Basic Services			<u>\$183,627.50</u>
GBW			
See GBW Proposal			\$69,821.26
Basic Services Fee			<u>\$253,448.76</u>

Additional Services

Surveying, See ARS Inc. Proposal	\$2,167.28
Geotechnical, See TerraMar Proposal	\$5,785.00
Traffic Engineering, See Jack Hatchell Associates Proposal	\$14,500.00
Landscaping, See HNTB Proposal	\$90,754.00
Subtotal Fee, Additional Services	<u>\$113,206.28</u>

TOTAL FEE FOR SERVICES **\$366,655**

**ARAPAHO ROAD EXTENSION
 PHASE II CONSTRUCTION
 MARSH LANE TO SURVEYOR BOULEVARD
 ESTIMATE OF MANHOURS
 ENGINEERING SERVICES**

EXHIBIT B

	Number of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical	GBW
A. Phase III - Design and Plans								
1. Construction Drawings								
a. Cover Sheet	1			4	4	16	1	
b. Quantity Summary Sheets	3		4	8	16	16	2	
c. Removal Sheets	1			8	8	16		
d. Utility Relocations	2			4	8			76
e. Construction Sequence	2		8					124
f. General Notes, Typical Sections	1			8	8	16		
g. Plan and Profile Sheets	5		8	40	80	110		
h. Paving, Sidewalk, Intersection, Misc Details	3			20	48	80		
i. Driveway Details, Spec Grading	1			16	32	16		
j. Striping Plans and Details	3		12					86
k. Drainage Area Map	1		4					60
l. Stormwater Calculations	1			8				56
m. Storm Drain Plan and Profile	2			16				116
n. Storm Drain Details	1							28
o. SW3P Plans	2		4					104
p. SW3P Details	1		4					44
q. Traffic Signal Plans, Details	6		8					104
r. Roadway Lighting, Details	3		4		60	30		60
s. Signing, Plans and Details	3				60	30		60
t. Specs and Contract Documents			40				24	40
u. Construction Cost Estimates			8	24	40			24
v. Review Comment Revisions			24	8	12	40		
w. Bid Quantities			20	36	48			44
2. Building Demolition Plans								
a. Cover Sheet	1		4			16	1	
b. Site Plan and Details	1			4	16	16		
c. Specifications and Contract Documents			4	24				
Subtotal Hours	-	0	156	348	320	402	28	906

?

done?

done?

OK?

OK

OK

	Number of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical	GBW
3. Project Management, Admin		240	60				30	60
B. Phase IV - Bidding and Contract Award								
1. Prepare Advertisement for Bidders			4			4	10	
2. Print 25 Blueline Sets of Plans & Bid Documents			2					
3. Prepare Addenda & Respond to Bidder's Questions			32	20	30	10	40	
4. Prepare Bid Tabulation			2	8		4	16	
5. Recommend a Bidder to the Town of Addison			4				8	
C. Phase V - Construction								
1. Provide 3 Full-size Blueline Sets-Town & Contractor			4					
2. Review Submittals			20			16	44	
3. Prepare Mylar Record Drawings			16	16	84	8	8	
Total Hours	-	240	300	392	434	444	184	966
Labor Rates	-	\$53	\$44	\$32	\$23	\$22	\$17	
Direct Labor Cost	-	\$12,720	\$13,200	\$12,544	\$9,982	\$9,768	\$3,128	\$22,878

$$\frac{240}{2720}$$
 8.8% pm time

Arapaho Road Extension
Final Design of Phase 2
Marsh Lane to Surveyor Boulevard
(GBW Engineers, Inc.)

TASK	Assistant Project Manager	Project Engineer	Design Technician	CADD Operator	Clerical	TOTAL
1. Project Meetings	32					32
2. Utility Coordination	4		16		8	28
3. Drainage Plan/Profiles	4	16	16	80		116
4. Drainage Calculations	8	16	8	(24) ?		56
5. Drainage Area Map	4	8	8	40		60
6. Utility Relocations	4	16	16	40		76
7. Construction Sequence/Traffic Control	4	16	24	(80) ?		124
8. Striping	2	8	16	(60) ?		86
9. Storm Water Pollution Prevention Plan	4	8	12	80		104
10. Traffic Signal Drafting	4			100		104
11. Details	4	12	16	40		72
12. Bid Quantities	4	8	24		8	44
13. Bid Documents and Specifications	24				16	40
14. Opinion of Probable Cost	4	16			4	24
Total Hours	106	124	156	544	36	966
Hourly Rate	\$45	\$41	\$24	\$16	\$16	
Direct Labor Cost	\$4,770	\$5,084	\$3,744	\$8,704	\$576	\$22,878

done?
done?
Contr.

Direct Labor Cost \$22,878.00
 Indirect Labor, Overhead \$35,662.23
 Subtotal \$58,540.23
 Profit and Contingency \$8,781.03
 Direct Expense \$2,500.00
TOTAL FEE (Basic Services) \$69,821.26



Civil Engineering • Planning • Surveying

March 16, 2000

Mr. Dan Becker, P.E.
HNTB, Inc.
14114 Dallas Parkway, Suite 630
Dallas, Texas 75240-4381
(972) 661-5626

RE: Arapaho Road Extension
Professional Surveying Services
Prepare New Parcel Plat and Description
ARS Reference No. 160-96-048

Dear Mr. Becker:

ARS Engineers, Inc. is pleased to submit the following fee proposal for providing professional surveying services for the above referenced project, as follows:

1. Research public records to determine current owner and obtain necessary document copies.
2. Prepare Parcel Plat and description.
3. Surveys to set new parcel corners.
4. Deliver three (3) each Plat and Description, with original signatures in blue ink.

ARS proposes not to exceed fee of Two Thousand One Hundred Sixty Seven and 28/100 Dollars (\$2,167.28).

If there are any questions, please feel free to call me or Mr. Boyd Jones, at (214) 739-3152.

Sincerely,

A handwritten signature in blue ink that reads "Ayub R. Sandhu".

Ayub R. Sandhu, P.E., R.P.L.S.
President

\\ars\trvr1\proposals\16096048\aco-ltr.doc

Consulting Engineers

RIGHT-OF-WAY

Arapaho Road Extension - Parcel - HNTB

TASK SUB-CODE	LABOR DESCRIPTION	MANHOURS								TOTAL HOURS	DIRECT LABOR COST (DLC)	DIRECT LABOR + OH COST (DLC x 1.2)
		A	B	C	D	E	F	G	H			
130		48.00	33.00	28.00	24.00	25.00	15.00	10.00	18.00			
1	Research Public Documents		1	4						5	145.00	318.00
2	Calculate and Prepare Parcel Plat and Description			2	4					6	152.00	334.40
3	QC - review all work		1	2	2					5	137.00	301.40
4	Field set new corners					4	4	4		12	200.00	440.00
5	Task supervision and administration		2							2	65.00	145.20
6												
7												
8												
9												
10												
11												
12												
	<i>Prepare Deliverables</i>											
13	Parcel maps and Descriptions				2					2	48.00	105.60
14	Electronic files				2					2	48.00	105.60

RIGHT-OF-WAY - ARS

4 8 10 4 4 4 34 798.00 1,751.20

ARS ENGINEERS - TOTAL LABOR COSTS 1,751.20

ARS ENGINEERS - DIRECT COSTS

LABOR CATEGORIES: A = PRINCIPAL
 B = PROJECT MANAGER/RPLS
 C = SENIOR SURVEY TECH
 D = SURVEY TECH
 E = PARTY CHIEF
 F = INSTRUMENTMAN
 G = RODMAN
 H = ADMINISTRATIVE ASSISTANT

Printing and Reproduction	35.00
Travel mileage: 120 mi.	38.40
Postage/Certified Letters	N/A
Map/Deed Copies	35.00
Delivery/Courier Services (\$15/ea)	30.00
Misc. Field expenses	15.00

TOTAL DIRECT COSTS - ARS 153.40

FIXED FEE: 15.0% 262.68

TOTAL FEE FUNCTION 130: \$2,167.28



April 11, 2000

Mr. Dan Becker, P.E.
HNTB
14114 Dallas Parkway, Suite 630
Dallas, Texas 75240

Phone: 972-661-5626
Fax: 972-661-5614

Re: Proposal for Geotechnical Services
Arapaho Road Extension
Addison, Texas
TMI Proposal No. P00-1553DE

Dear Mr. Becker:

We are pleased to submit this proposal to provide geotechnical services for the above referenced project. This proposal includes a description of the project, and our proposed scope of services, project schedule, and budget.

PROJECT DESCRIPTION

The project will consist of extending Arapaho Road from Marsh Lane east approximately 2,500 feet to Surveyor Boulevard in the Town of Addison, Texas. Cuts and fills up to about 6 feet are anticipated for the roadway alignment. A box culvert is anticipated near Sta. 30+50 west of Surveyor Boulevard.

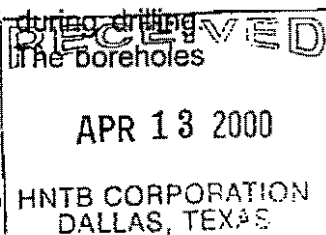
SCOPE OF SERVICES

Our services for this project will include a field investigation, laboratory testing and engineering analysis in order to develop recommendations to guide design and construction of the Arapaho Road extension. A description of our proposed scope of services is presented below.

Field Investigation

We propose to drill six borings for this project. The borings will be drilled and sampled to a depth of 10 feet or two feet into gray limestone, whichever is shallower. The borings will be continuously sampled using either thin-walled Shelby tubes for cohesive soils or a split-barrel sampler for granular soils, in conjunction with Standard Penetration Tests. The samples will be properly logged, packaged, sealed, and placed in core boxes for transportation to the laboratory.

The drill crew foreman will record the depth that seepage water is encountered during drilling. Water level readings will also be obtained from each boring at drilling completion. If the boreholes



TERRA-MAR

Mr. Dan Becker, P.E.
HNTB
TMI Proposal P00-1553DE
April 11, 2000
Page 2

will be backfilled with auger cuttings after the water level readings are obtained. Any boreholes through the existing pavement section will be patched with Portland Cement concrete.

A representative of Terra-Mar, Inc will stake the boring locations. The borings will be located in the field by measuring with respect to the existing staked roadway centerline. Determining the ground surface elevation at the boring locations is not within our authorized scope of service.

We assume that the client has the right-of-entry to the property and that the boring locations will be accessible to our conventional truck-mounted drilling equipment during normal working days. We have also assumed that traffic control will not be required to complete the borings except for cones and signs to block off traffic while drilling.

The drilling operations will proceed in a manner that will reduce the potential of damage to underground utilities. We request that we be provided with any information regarding any existing underground utilities on-site prior to beginning the fieldwork. We will coordinate underground utility line clearance with the Texas Excavation Safety System and the Town of Addison. However, we will not be responsible for damage to underground utility lines that are not properly identified by others prior to mobilization of drilling equipment to the site.

Laboratory Testing

The project geotechnical engineer will classify the samples recovered from the field investigation in the Terra-Mar laboratory. A laboratory testing program will then be implemented to evaluate the pertinent engineering properties of the encountered deposits. Laboratory testing will include liquid and plastic limit, moisture content, pressure swell, and calibrated penetrometer tests. Lime series tests will be performed to determine the optimum lime content for subgrade stabilization.

Engineering Analyses and Report

The results of the field investigation and laboratory test programs will be evaluated to provide recommendations for design and construction of the pavement. The results of the investigation will be presented in an engineering report. Three copies of the report will be submitted. The report will include the following:

1. Logs of boring, laboratory test results, borehole water level observations, and a plan of borings.
2. Recommendations for pavement subgrade preparation and potential vertical rise (PVR) estimates.
3. Recommendations for pavement concrete pavement sections based upon traffic loading information provided by others.

Mr. Dan Becker, P.E.
HNTB
TMI Proposal P00-1553DE
April 11, 2000
Page 3

4. Recommendations for design of retaining walls to include lateral earth pressures, drainage requirements, allowable retaining wall footing bearing resistance, and retaining wall footing sliding resistance.
5. Recommendations for design of a box culvert.
6. Discussion of the presence of groundwater and the impact of groundwater on the pavement design.

PROJECT SCHEDULE AND BUDGET

We propose to initiate the investigation within five working days after receiving notice to proceed. Field operations will require one day to complete, following clearing of the boring locations for underground and overhead utilities. The laboratory testing program will require approximately five days to complete. The engineering report will be finalized within ten working days after the laboratory testing is completed. Preliminary results may be available if desired during the course of investigation.

We propose to provide the above-described scope of services for a lump sum fee of **\$5,785**. Any additional services not included in our proposed scope will be invoiced on a time and materials basis in accordance with our standard schedule of fees.

CLOSURE

We appreciate the opportunity to be of assistance on this project. Should you have any questions, please call.

Sincerely,

TERRA-MAR INC.


Roger K. Southworth, P.E.
Project Manager


Tim G. Abrams, P.E.
Manager, Geotechnical Services

**Arapaho Road Extension
Final Design of Phase 2
Marsh Lane to Surveyor Boulevard
(Jack Hatchell & Associates)**

2 intersections

Signalization Design

TASK	FEE
1. Preliminary Design	\$6,000
2. Final Design	\$4,500
3. Timing Plans- includes all traffic/turning movements	\$4,000
TOTAL	\$14,500

?

**ARAPAHO ROAD EXTENSION
 PHASE II CONSTRUCTION
 MARSH LANE TO SURVEYOR BOULEVARD
 ESTIMATE OF MANHOURS
 LANDSCAPE ARCHITECTURAL SERVICES**

EXHIBIT G

	Number of Sheets	Group Director	Design Director	Senior LA	LA 3	LA 2	LA 1	Totals
D. Landscaping and Architectural Treatments								
1. Landscaping Master Plan								
a. Initial Programming Meeting	Roll			6		6		12
b. Schematic Master Plan	Dwg	8	16	40		60	32	156
c. Plan Revisions, Meetings				4		4		8
<i>Task 1 Total Hours</i>	-	8	16	50	0	70	32	176
<i>Hourly Rates</i>	-	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87	-
<i>Task 1 Direct Labor Cost</i>	-	\$258	\$600	\$1,539	\$0	\$1,279	\$508	\$4,183
<i>Task 1 Indirect Labor, Overhead, Profit</i>	-	\$799	\$1,860	\$4,769	\$0	\$3,965	\$1,574	\$12,957
2. Design Development								
a. Design Development Package	7	12	16	<u>60</u> ^{hr}		80	80	248
b. Construction Cost Estimate				8		8	16	32
c. Review Meeting, Revisions				4		4	4	12
<i>Task 2 Total Hours</i>	-	12	16	72	0	92	100	292
<i>Hourly Rates</i>	-	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87	-
<i>Task 2 Direct Labor Cost</i>	-	\$387	\$600	\$2,215	\$0	\$1,681	\$1,587	\$6,470
<i>Task 2 Indirect Labor, Overhead, Profit</i>	-	\$1,198	\$1,860	\$6,868	\$0	\$5,211	\$4,920	\$20,056
3. Construction Documents								
a. Prepare Construction Drawings	10	16		80		<u>120</u>	120	336
b. Technical Specifications				8		16	16	40
c. Construction Cost Estimate				4		4	8	16
d. Plan Review, Revisions				4		4	4	12
<i>Task 3 Total Hours</i>	-	16	0	96	0	144	148	404
<i>Hourly Rates</i>	-	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87	-
<i>Task 3 Direct Labor Cost</i>	-	\$515	\$0	\$2,954	\$0	\$2,631	\$2,349	\$8,449
<i>Task 3 Indirect Labor, Overhead, Profit</i>	-	\$1,598	\$0	\$9,157	\$0	\$8,156	\$7,281	\$26,192

	Number of Sheets	Group Director	Design Director	Senior LA	LA 3	LA 2	LA 1	Totals
4. Bid and Contract Award								
a. Prepare List of Subcontractors — ?		8		8				16
b. Prepare Bid Addenda				16		24	16	56
c. Evaluation of Bids				8		8		16
d. Review Value Engineering Proposal				16		16	16	48
<i>Task 4 Total Hours</i>	-	8	0	48	0	48	32	136
<i>Hourly Rates</i>	-	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87	-
<i>Task 4 Direct Labor Cost</i>	-	\$258	\$0	\$1,477	\$0	\$877	\$508	\$3,119
<i>Task 4 Indirect Labor, Overhead, Profit</i>	-	\$799	\$0	\$4,579	\$0	\$2,719	\$1,574	\$9,679
5. Midway Bridge & Architectural Treatments								
a. Bridge Architectural Treatments	<i>Out</i>	8	60	16	80		40	204
b. Material Specifications			16	24				40
c. Architectural Review Meeting & Revisions			4	4				8
<i>Task 5 Total Hours</i>	-	8	80	44	80	0	40	252
<i>Hourly Rates</i>	-	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87	-
<i>Task 5 Direct Labor Cost</i>	-	\$258	\$3,000	\$1,354	\$1,808	\$0	\$635	\$7,054
<i>Task 5 Indirect Labor, Overhead, Profit</i>	-	\$799	\$9,300	\$4,197	\$5,605	\$0	\$1,968	\$21,869
TOTAL Hours	-	52	112	310	80	354	352	1260
Hourly Rates	-	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87	-
TOTAL Direct Labor Cost	-	\$1,675	\$4,200	\$9,539	\$1,808	\$6,468	\$5,586	\$29,275
TOTAL Indirect Labor, Overhead, and Profit	-	\$5,192	\$13,020	\$29,570	\$5,605	\$20,049	\$17,317	
TOTAL FEE								\$90,754

INTERLOCAL AGREEMENT

BY AND BETWEEN

THE TOWN OF ADDISON AND TEXAS TURNPIKE AUTHORITY

(Dallas North Tollway and Addison Airport Toll Tunnel)

values or awards described above, the Authority shall promptly deposit the appraised values or the special commissioners award, as the case may be, and such deposit shall, to the extent of the deposit, satisfy the Authority's obligation under Subsection II.C.(2.) to pay to Addison a corresponding portion of the Retained Award; the Authority shall have no obligation to deposit or otherwise become obligated for sums in excess of the Retained Award. In any proceeding of the type described in this Subsection II.H.(2.), the Authority shall not be permitted to accept or offer any settlement, or to file any action or appeal, without the written authorization of Addison. The Authority and its counsel shall permit Addison and its counsel to fully participate in and support any such eminent domain action. The outcome of any such proceeding, including the amount of any resulting award or settlement, shall not modify or abrogate the obligations of the parties under this Agreement or increase or diminish the Award. The Authority and Addison acknowledge and agree that the Authority, at its option, may include at any time Addison as a property owner whose interest is being acquired under the Authority's eminent domain action(s), and that none of the provisions of this Agreement shall be abrogated, modified or affected thereby.

I. The Arapaho Road Extension. Addison currently intends to upgrade and extend Arapaho Road (the "Arapaho Road Extension"). It is anticipated that the Arapaho Road Extension will be generally constructed in the following three (3) phases:

Phase I: Upgrade Arapaho Road for the entire length of its existing alignment, terminating at Addison Road. Phase I is projected to open to traffic on December 31, 1997.

Phase II: Extend Arapaho Road along a new alignment from its existing junction at Addison Road to Midway Road. Phase II is projected to open to traffic on January 1, 2000.

Phase III: Extend Arapaho Road along a new alignment from its junction with Midway Road to Marsh Lane. Phase III is projected to open to traffic on January 1, 2003.

The planned alignment of the Arapaho Road Extension is indicated on Exhibit H attached hereto.

Addison agrees that, at least sixty (60) days before it intends to solicit construction bids for either Phase II or Phase III of the Arapaho Road Extension, it will provide written notice to the Authority of such intent. Thereafter, the Authority shall have an opportunity to review the effect, if any, that the proposed Phase II or Phase III construction will have on the Toll Tunnel. If the Authority, based upon its review, reasonably and in good faith concludes that the construction of Phase II or Phase III, as applicable, of the Arapaho Road Extension will have a materially adverse effect upon the financial performance of the Toll Tunnel (e.g., the Phase II or Phase III construction would have a reasonable likelihood of causing a deterioration in the financial performance of the Toll Tunnel that will result in revenues from the operation of the Toll Tunnel becoming insufficient to satisfy corresponding debt service, operating and maintenance costs, and reserve and similar requirements under the applicable trust agreement), the Authority may, not less than fifteen (15) days prior to the proposed date for the solicitation of bids, request in writing to Addison that the proposed solicitation and construction be postponed. Such request shall be accompanied by all of the evidence considered by the Authority in reaching its conclusion. Upon receiving such evidence, Addison shall review the same and give it significant weight in making its final determination as to whether or not to proceed with the Phase II or Phase III construction. The determination to proceed with the Phase II or Phase III construction shall be at Addison's sole discretion.

J. Operational and Maintenance Rights and Responsibilities. Except as otherwise provided in this Section II.J. and in Section II.K. below, the Authority agrees to construct, operate, maintain, and regulate, all at its sole expense, the Toll Tunnel from its

May 14, 2001

MEMORANDUM

To: Chris Terry, Assistant City Manager

Through: Mike Murphy, P.E., Director of Public Works

From: Steve Chutchian, P.E., Assistant City Engineer

Cc: Jim Pierce, P.E., Assistant Director of Public Works

Subject: Arapaho Road, Phase III
Proposal for Professional Services for
Temporary Construction Easements

Staff is currently negotiating an agreement with the firm of HNTB Corporation for engineering services related to the design of the third phase of Arapaho Road, from Surveyor Blvd. to Addison Road. This phase will include extensive right-of-way and temporary construction easement acquisition efforts by the Town. As part of a previous agreement with this firm, right-of-way descriptions and associated maps were prepared in 1999. However, various legal transactions by property owners have created the need to perform supplemental research of ownership and revise descriptions and maps accordingly. The attached proposal, in an amount not to exceed \$44,977.00, provides the following services related to this project:

- a. Update property ownership on existing right-of-way parcels.
- b. Prepare parcel plats and descriptions for fifteen (15) temporary construction easements.
- c. Perform design associated with preparation of the parcel plats and descriptions, including:
 1. Determination of horizontal and vertical alignment.
 2. Determination of optimum cross-section
 3. Performing toe-of-slope analysis.

This proposal will permit staff to accelerate the process of acquiring right-of-way and temporary construction easements for the proposed Arapaho Road, Phase III improvements.

Funding for the supplemental engineering services is included in the Year 2000 General Obligation Bond Program.

It is recommended that the Council approve a proposal from HNTB Corporation, in an amount not to exceed \$44,977.00, for Professional Services related to preparation of Temporary Construction Easements on the proposed Arapaho Road, Phase III project.

AGREEMENT

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

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

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

NOW, THEREFORE, all parties agree as follows:

SECTION 2. SCOPE OF SERVICES

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

I. Project Definition

This project consists updating property ownerships, preparing parcel plats and descriptions for fifteen (15) temporary construction easements, and submitting three (3) plats and description for each along Arapaho Road Phase III from Surveyor Boulevard to Addison Road (the Project). The project will be a 4-lane reinforced concrete roadway, with turn lanes at Surveyor Boulevard and Addison Road. A grade separated intersection will be provided at Midway Road. Engineering design services will be necessary in order to establish the limits of the temporary construction easements and slope easements along the roadway corridor. This will include the examination of the horizontal alignment, vertical alignment, and typical section in order to minimize the easement areas required.

II. Detailed Scope of Basic Services

The following services will be included in the scope of this contract. It should be noted that this scope is for the development of preliminary engineering alignments and cross-sections to base sound engineering judgements concerning the limits of the construction along the project in order to set boundaries for temporary construction limits. This contract does not include the design of the roadway. The roadway design will be negotiated under a separate scope and fee.

A. Surveying

1. Update property ownership.
2. Prepare parcel plats and descriptions for fifteen (15) temporary construction easements.
3. Project management and administration.
4. Three (3) each plat and description signed with blue ink and electronic files.

B. Design – Alignments, Cross-section, Toe-of-Slope analysis

1. Import ground survey data into aerial topo and merge in InRoads.
2. Develop breaklines for existing ground surface.
3. Generate Digital Terrain Model and contours.
4. Field verification of Digital Terrain Model.
5. Review horizontal and vertical alignments of schematic design.
6. Revise/Update graphical alignments into InRoads design software.
7. Construct typical section templates.
 - 7.1. Mainlanes only with median
 - 7.2. Mainlanes only without medians
 - 7.3. Mainlanes with turning lanes
8. Model templates along horizontal and vertical alignments.
9. Plot cross-sections to determine areas where toe-of-slopes will require temporary construction easements.
10. Modify vertical alignment in areas where improvements can be made to the toe-of-slopes.
11. Re-model templates along new vertical alignment.
12. Continue refinement process to obtain optimum profile.

13. Establishment of temporary construction easement limits at driveways and slope easements.
14. Prepare Temporary Construction Easements exhibits for surveyor.
15. Meet with Town to review cross sections and TCE's.

SECTION 3. PAYMENT

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

Basis of Compensation

Payment shall be made monthly by Owner to Engineer based upon statements submitted by the Engineer for work performed.

Compensation for performing Services shall be on an actual cost basis with a fee not to exceed \$44,977.00. An estimate of the maximum fee is presented in Exhibit A attached hereto.

SECTION 4. RESPONSIBILITIES

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

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

The rights and remedies of Owner under this Agreement are as provided by law.

SECTION 5. TIME FOR PERFORMANCE

Engineer shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with the Owner's requirements. As time is of the essence for this Agreement, the services for Phase III right-of-way shall be completed within 2 months of Notice-to-Proceed.

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

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

No allowance of any extension of time, for any cause whatever, shall be claimed or made by the Engineer, unless Engineer shall have made written request upon Owner for such extension within 14 calendar days after the cause for such extension occurred, and unless Owner and Engineer have agreed in writing upon the allowance of additional time to be made.

SECTION 6. DOCUMENTS

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

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

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

SECTION 7. TERMINATION

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

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

Engineer may terminate this Agreement upon written notice to Owner in the event of substantial failure by the Owner to perform in accordance with the terms of this Agreement. Owner shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the Engineer. In the event the parties cannot agree upon an acceptable cure within a reasonable period of time from the date of notice, Owner may terminate this Agreement as provided in this Section 7.

SECTION 8. INSURANCE

Engineer shall provide and maintain Worker's Compensation and Employer's Liability Insurance for the protection of Engineer's employees, as required by law. Engineer shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting Engineer and Owner against liability from damages because of injuries, including death, suffered by any person or persons other than employees of Engineer, and liability for damages to property, arising from or growing out of Engineer's operations in connection with the performance of this Agreement.

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

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

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

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

SECTION 9. INDEMNIFICATION FOR INJURY AND PERFORMANCE

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

The Engineer hereby agrees to protect, indemnify and hold harmless the Owner, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnities"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of the Engineer, its officers, employees, servants, agents or subcontractors, or anyone else under the Engineer's direction and control, and arising out of, occurring in connection with, resulting from or caused by the performance of any services called for by this Agreement. In the event one or more of the Indemnities is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, the Engineer shall be obligated to indemnify Owner as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The Engineer is not responsible for the actions of the Owner's contractor to perform the construction of the improvements covered under this Agreement.

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

SECTION 10. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

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

SECTION 11. INDEMNIFICATION FOR NON-PAYMENT

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

SECTION 12. ASSIGNMENT

Engineer shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of Owner.

SECTION 13. APPLICABLE LAWS

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

SECTION 14. DEFAULT OF ENGINEER

In the event Engineer fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by Owner to Engineer, Owner may, at its sole discretion without prejudice to any other right or remedy:

- Terminate this Agreement and be relieved of the payment of any further consideration to Engineer except for all work determined by Owner to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Engineer to and from meeting called by Owner at which Engineer is required to attend, but shall not include any loss of profit of Engineer. In the event, of such termination, Owner may proceed to complete the services in any manner deemed proper by Owner, either by the use of its own forces or by resubletting to others. In either event, the Engineer shall be liable for all costs in excess of the total contract price under this Agreement incurred to complete the services herein provided for and the costs so incurred may be due or that may thereafter become due to Engineer under and by virtue of this Agreement.
- Owner may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the Engineer. Engineer shall not be considered in default of this Agreement for delays in performance caused by acts of the Owner or other circumstances beyond the reasonable control of the Engineer.

SECTION 15. ADJUSTMENTS IN SERVICES

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

SECTION 16. EXECUTION BECOMES EFFECTIVE

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

SECTION 17. AGREEMENT AMENDMENTS

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements, or stipulation bearing upon the meaning or effect of this Agreement, which have not been incorporated

herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

SECTION 18. WRITTEN NOTICES

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

SECTION 19. GENDER AND NUMBER

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of _____, 2001.

OWNER:
TOWN OF ADDISON, TEXAS

ENGINEER:
HNTB CORPORATION

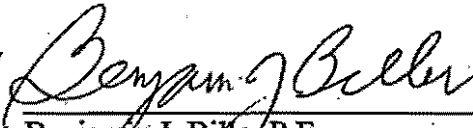
By

By

:

:

Ron Whitehead, City Manager
5300 Beltline Road
P.O. Box 144
Addison, Texas 75001-0144



Benjamin J. Billee P.E.
Vice President
Central Division
14114 Dallas Parkway, #630
Dallas, Texas 75240

Witness:

Witness:

EXHIBIT A

ARAPAHO ROAD EXTENSION - PHASE III SURVEYOR BOULEVARD TO ADDISON ROAD FEE PROPOSAL FOR RIGHT OF WAY - MAY 2001

Basic Services

Final Design

Paving, Drainage, and Utilities \$11,030

Indirect Labor, Overhead \$16,975

HNTB Engineering Subtotal \$28,005

Profit and Contingency \$4,201

Out-of-Pocket Expense \$200

HNTB Subtotal Fee, Basic Services \$32,406

ARS

See ARS Proposal \$12,571

Basic Services Fee \$44,977

**ARAPAHO ROAD EXTENSION
PHASE III
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
PRELIMINARY DESIGN - DTM, ALIGNMENTS, TEMPLATES, CROSS-SECTIONS, AND TCE'S**

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical
Task 1 Preliminary Design - DTM, Alignments, Templates, Cross-Sections, and TCE's						
1.1 Digital Terrain Model						
A. Import found survey into aerial topo and merge in InRoads			4	12		
B. Input breaklines			2	24	16	
C. Generate DTM / Check and Manipulate as needed			4	8		
D. Generate contours				8	4	
E. Field verification of DTM contours		4	4	4		
F. Final corrections to DTM		4	8	16	16	
1.2 Alignments and Templates						
A. Review horizontal and vertical alignments of schematic			8	4		
B. Update/Revise graphical alignments in InRoads software			2	8		
C. Construct templates			16	16		
D. Model templates along horizontal and vertical alignments			24	40		
E. Plot cross-sections and examine toe-of-slopes					8	
F. Modify vertical alignment		4	4	8		
G. Re-model templates along alignments			4	16		
H. Establish TCE limits at driveways and slopes			4	12	16	
I. Meet with Town to review cross-sections and TCE's		4	4			2
J. Prepare exhibits for surveyor			2	2	16	2
K. QA/QC	4	4				
1.3 Project Management and QA/QC						
A. Review and approve subconsultant invoicing		4				
B. Review TCE and Property Map submittals		8				
C. Attend Meetings with Town		4	4			
Task 1 Total Hours	4	36	94	178	78	4
Hourly Rate	\$54.00	\$45.00	\$33.00	\$24.00	\$23.00	\$18.00
Direct Labor Cost	\$216	\$1,620	\$3,102	\$4,272	\$1,748	\$72

HNTB Preliminary Design

\$11,030

Thanks

PLEASE FILE

[Handwritten signature]

MIKE-

5/25/01

JERRY HOLDER, WITH HNTB, IS E-MAILING A FORMAL RESPONSE TO FAX THIS MORNING, REGARDING THE DIFFERENT HOURLY RATES ESTABLISHED IN THE 2 ARAPAHO RD. AGREEMENTS. THANKS
[Handwritten signature]

ARAPAHO ROAD EXTENSION
 PHASE III
 SURVEYOR BOULEVARD to ADDISON ROAD
 ESTIMATE OF MANHOURS
 TEMPORARY CONSTRUCTION EASEMENTS - ARS ENGINEERS, INC.

	Abstractor	RPLS	Sr. Svy Tech	Survey Tech	3 Man Crew	Admin
Task 7: Additional Services - Surveying						
A. Update Property Ownership	24			8		
B. Prepare Parcel Plats and Descriptions for 15 TCEs		8	45	100		
F. Project Management and Administration		10				3
G. Three (3) Each Plats and Descriptions, Electronic Files		4		5		4
Task 7 Total Hours	24	22	45	113	0	7
Hourly Rate	\$48.00	\$90.00	\$63.00	\$53.00	\$105.00	\$40.00
Direct Labor Cost	\$1,152	\$1,980	\$2,835	\$5,989	\$0	\$280

Labor Total \$12,236
Expenses \$335
Surveying Total \$12,571

Expenses	
Map/Deed Copies	\$125
Mileage	\$0
Reprographics (Copies & Plots)	\$150
Delivery/Courier Service	\$60
Misc. Field Expenses	\$0
Total Expenses	\$335

May 14, 2001

MEMORANDUM

To: Chris Terry, Assistant City Manager

Through: Mike Murphy, P.E., Director of Public Works

From: Steve Chutchian, P.E., Assistant City Engineer *SCC*

Cc: Jim Pierce, P.E., Assistant Director of Public Works

Subject: Arapaho Road, Phase II
Proposal for Supplemental Engineering Services

During staff review of the ongoing final design of Arapaho Road, Phase II, from Marsh Lane to Surveyor Blvd., it was determined that the construction of a deceleration lane along the east side of Marsh Lane will enhance traffic movement onto the proposed eastbound lanes of Arapaho Road. The improvements will include relocation and adjustment of existing signalization, utilities, sidewalks and drive approaches. In addition, it will be necessary to prepare additional right-of-way and temporary construction easement documents. As a result, the firm of HNTB Corporation prepared the attached supplemental engineering agreement, in the amount of \$19,959.00.

Funding for the supplemental engineering services is included in the Year 2000 General Obligation Bond Program.

It is recommended that the Council approve a proposal from HNTB Corporation, in the amount of \$19,959.00, for supplemental engineering services related to the Arapaho Road, Phase II project.

IN PLACE OF
a C.O.



ARCHITECTS ENGINEERS PLANNERS

14114 Dallas
Parkway, Suite 630
Dallas, Texas
75240-4381
(972) 661-5626
FAX (972) 661-5614
www.hntb.com

May 11, 2001

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

Attn: Mr. Steven Z. Chutchian, P.E.

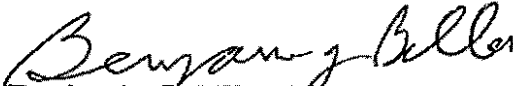
ARAPAHO ROAD EXTENSION, MARSH LANE TO SURVEYOR BOULEVARD
Supplemental Agreement No. 3

Dear Mr. Chutchian:

Attached is an updated fee proposal for the referenced Supplemental Agreement. This Supplement is for additional engineering services for a right-turn bay on Marsh Lane. This update is in response to Jim Pierce's markups and your comments during our meeting on May 7, 2001. We hope this fee estimate is acceptable to the Town of Addison. If so, this letter may serve as Supplemental Agreement No. 3, with your return of a copy bearing signature of acceptance in the space provided.

Very truly yours,

HNTB CORPORATION


Benjamin J. Biller, P.E.
Vice President, Central Division

BJB/dsl

Enclosure

ACCEPTED:

TOWN OF ADDISON

By: _____

Title: _____

Date: _____

25768

The HNTB Companies

OFFICES: ALEXANDRIA, VA; ANNAPOLIS, MD; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH; COLUMBUS, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; ELKINS, WV; FAIRFIELD, NJ; FT. WORTH, TX; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVINE, CA; KANSAS CITY, MO; KNOXVILLE, TN; LANSING, MI; LOS ANGELES, CA; LOUISVILLE, KY; MADISON, WI; MIAMI, FL; MILWAUKEE, WI; MINNEAPOLIS, MN; NASHVILLE, TN; NEW YORK, NY; OAKLAND, CA; ORLANDO, FL; OVERLAND PARK, KS; PLYMOUTH MEETING, PA; PORTLAND, ME; PORTLAND, OR; RALEIGH, NC; ST. LOUIS, MO; SALT LAKE CITY, UT; SAN ANTONIO, TX; SAN BERNARDINO, CA; SAN FRANCISCO, CA; SAN JOSE, CA; SEATTLE, WA; TAMPA, FL; TOLEDO, OH; WASHINGTON, D.C.

**ARAPAHO ROAD EXTENSION
PHASE II
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
SUPPLEMENTAL AGREEMENT NO. 3**

HNTB Engineering

Task	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical
Revise Project Schedule		1	1			1
Identify ROW and Temporary Construction Easements	1	1	2	8	4	
Paving Plan and Profile	1	4	4	12	16	
Sidewalk and Miscellaneous Details		1	4	4	8	
Retaining Wall Design and Details		2	2	12	8	
Quantities/Opinion of Probable Construction Cost			3	8		1
Total Hours	2	9	16	44	36	2
Hourly Rate	\$53.00	\$44.00	\$32.00	\$23.00	\$22.00	\$17.00
Direct Labor Cost	\$106	\$396	\$512	\$1,012	\$792	\$34

Direct Labor-HNTB Engineering \$2,852
Indirect Labor-HNTB Engineering \$8,328

HNTB Urban Planning

Task	Group Director	Design Director	Senior LA	LA 3	LA 2	LA 1
Revise Crosswalk Location @ Marsh		1			2	
Develop Wall Elevations		2			4	
Revise Planting @ Marsh & Arapaho					2	
Revise Base Indicating Tree Removal					2	
Quantities & Cost Estimate		2			4	
Total Hours	0	5	0	0	14	0
Hourly Rate	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87
Direct Labor Cost		\$187.50			\$255.78	

Direct Labor-HNTB Urban Planning \$443
Indirect Labor-HNTB Urban Planning \$1,294

ARS Surveying
See Attached Proposal

GBW Engineering
See Attached Proposal

Fee Summary

HNTB Engineering	\$8,328
GBW Engineering	\$6,690
Jack Hatchell - Relocate Signal Pole and Wiring	\$500
HNTB Urban Planning	\$1,294
ARS Surveying - Right Turn Lane on Marsh	\$3,147
Total	\$19,959

**Arapaho Road Extension
Final Design of Phase 2
Marsh Lane Right Turn Lane at Arapaho
(GBW Engineers, Inc.)**

MANHOUR PROJECTION/ESTIMATED NO. OF DRAWINGS

NO. DWGS.	ACTIVITY	Assistant Project Manager	Project Engineer	Design Technician	CADD Operator	Clerical	TOTAL
	Project Meetings/Management	4					4
	Utility Coordination/Data Collection			4	2	4	10
1	Water Line Relocations		2	2	8		12
*	Construction Sequence/Traffic Control	1	2	2	4		9
*	Striping		1		2		3
*	Storm Water Pollution Prevention Plan		1		2		3
*	Traffic Signal Drafting	1			8		9
	Bid Quantities	1	1	2	2	1	7
	Opinion of Probable Cost	1	1	2		1	5
	Total Hours	8	8	12	28	6	62
	Hourly Rate	45	41	24	16	16	
	Direct Labor Cost	360	328	288	448	96	1520

ACTIVITY	Survey Manager	Survey Tech.	Survey Crew	TOTAL
Utility Survey	1	8	8	17
Hourly Rate	100	60	110	
Direct Labor Cost	100	480	880	1460

Direct Labor Cost	\$1,520.00
Indirect Labor, Overhead (1.8775)	\$2,853.80
Subtotal	\$4,373.80
Profit and Contingency	\$656.07
Surveying Expense	\$1,460.00
Direct Expense	\$200.00
TOTAL FEE (Basic Services)	\$6,689.87

Assumptions:

1. HNTB will furnish a base sheet for the right turn lane.
2. Right-of-way and easement documents, if required, will be prepared by others.
3. (*) No separate sheet required.

