

TOWN OF ADDISON, TEXAS

ARAPAHO ROAD - PHASE III

Project No. 04 - 22

CHANGE ORDER NUMBER: 01

1. CONTRACTOR: Archer Western Contractors, Ltd.

2. Change Order Work Limits: Sta. 73+40 to Sta. 78+50

3. Describe the work being revised:

This work will entail the furnishing, installation and removal of the temporary security fence that is equivalent in construction to the existing fence. The existing security fence shall not be removed until the temporary security fence has been installed, so to maintain the security of the property. The Temporary security fence will remain in place until the permanent security fence is installed as per contract, and then and only than shall the removal of the temporary security fence be allowed.

4. Work to be performed in accordance with Items: See attached Tables

5. New or revised plan sheet(s) are attached and numbered: N/A

6. New general notes to the contract are attached: [] Yes [x] No

7. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

Table with 2 columns: Contractor signature and project details; and Town of Addison information (Time Ext. #, Days added, Amount added).

RECOMMENDED FOR EXECUTION:

Signatures and dates for Guy Van Baulen and Jerry Holder.

Signatures and dates for Town of Addison officials: Director of Public Works, Asst. Public Works Director, and Asst. City Engineer.

**Arapaho Road – Phase III
Project No.**

Change Order No.

Reason for Change

The contract plans call for the removal of an existing security fence and installation of new security fencing at the new right-of-way limits surrounding the facilities of the Dallas Water Utility, Station 73+40 to 78+50, Right. The removal of the existing fence is required during the initial phase of the project with construction of the new fence to be performed in the final phase of the project.

Recent guidelines and regulations mandated by the Department of Homeland Security require security fencing at all times surrounding the water facilities. This change order will compensate the Contractor for the construction and subsequent removal of the temporary security fence equivalent to the existing security fencing to comply with Dallas Water Utility requirements.

This change order includes the construction and removal of 450 linear feet of temporary security fence and will result in an increase to the contract of \$8,509.00.
The change order will result in zero (0) days time extension to the contract.

HNTB Corporation

Guy Van Baulen, EIT

TOWN OF ADDISON, TEXAS
ARAPAHO ROAD - PHASE III
Project No. 04-22

CHANGE ORDER NUMBER: 02

1. CONTRACTOR: Archer Western Contractors, Ltd.

2. Change Order Work Limits: Sta. -1+25 to Sta. 84+15

3. Describe the work being revised:

Several item of work were requests by the Town of Addison for public notification and modification for future development. Other items are related to underground utility conflict and unforeseen site condition: See attached reason sheet.

4. Work to be performed in accordance with Items: See attached Tables

5. New or revised plan sheet(s) are attached and numbered: SW-3 to 8, SW14 to 16 & 29; IR-01 & 09; RT-3

6. New general notes to the contract are attached: Yes No

7. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</small></p> <p>THE CONTRACTOR _____ Date <u>6/2/05</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>BEN J WITHERED</u></p> <p>Typed/Printed Title <u>PROJECT MANAGER</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0*</u></p> <p>Amount added by this change order: <u>\$17,548.18</u></p>
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**SEE ATTACHED LETTER*

RECOMMENDED FOR EXECUTION:

[Signature] 3/26/05
 Construction Inspector Date

[Signature] 4/1/05
 Town of Addison Date
 Director of Public Works

 Project Manager Date

APPROVED _____
 Town of Addison Asst. Public Works Director Date

[Signature] 4/1/05
 Town of Addison Date
 Asst. City Engineer

APPROVED _____
 Asst. City Engineer

TOWN OF ADDISON, TEXAS

ARAPAHO ROAD - PHASE III

Project No. 04-22

CHANGE ORDER NO. 02

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY		HOURLY RATE

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT + PREVIOUSLY REVISED		CHANGE ORDER	REVISED CONTRACT		CHANGE ORDER
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUI/ UNDERRUN
1202	Pump Station Connection and Future Irrigation system	EA	\$1,912.45	0.00	\$0.00	1.00	1.00	\$1,912.45	\$1,912.45
	Irrigation Controller 'A' complete,								
1203	Relocate of Comfort Sulta Irrigation System	LS	\$3,488.71	0.00	\$0.00	1.00	1.00	\$3,488.71	\$3,488.71
1204	Job Sign "Pardon Us" 2ft x 3ft size	EA	\$139.29	0.00	\$0.00	2.00	2.00	\$278.58	\$278.58
1205	Concrete Stablized Sand For TXU Conduit	LS	\$7,841.51	0.00	\$0.00	1.00	1.00	\$7,841.51	\$7,841.51
1206	8" Resilante Gate Valve w/box and stack	LS	\$937.94	0.00	\$0.00	1.00	1.00	\$937.94	\$937.94
1207	Encasement of Steel Casing on Sanitary Sewer	LS	\$3,750.95	0.00	\$0.00	1.00	1.00	\$3,750.95	\$3,750.95
1208	Trnemenc Paint of Steel Arches	LS	\$18,788.37	0.00	\$0.00	1.00	1.00	\$18,788.37	\$18,788.37
1209	Handhole Access in Stringer	EA	\$668.61	0.00	\$0.00	4.00	4.00	\$2,674.44	\$2,674.44
1210	30" Gasket Reinforced Concrete Pipe	LF	\$94.44	0.00	\$0.00	218.00	218.00	\$20,587.92	\$20,587.92
1211	24" Gasket Reinforced Concrete Pipe	LF	\$76.04	0.00	\$0.00	524.00	524.00	\$39,844.96	\$39,844.96
1212	21" Gasket Reinforced Concrete Pipe	LF	\$70.33	0.00	\$0.00	231.00	231.00	\$16,246.23	\$16,246.23
1213	Restocking & Shipping	LS	\$2,528.85	0.00	\$0.00	1.00	1.00	\$2,528.85	\$2,528.85
1214	12" Resilante Gate Valve w/box and stack	EA	\$1,600.00	0.00	\$0.00	2.00	2.00	\$3,200.00	\$3,200.00
1215	Relocate Pump Station 2" Water Service	LS	\$1,485.02	0.00	\$0.00	1.00	1.00	\$1,485.02	\$1,485.02
1218	Lowering of Existing 12" Water Main complete	LF	\$162.07	0.00	\$0.00	70.00	70.00	\$11,344.90	\$11,344.90
1217	Portable Changeable Message Board	Daily	\$135.00	0.00	\$0.00	230.00	230.00	\$31,050.00	\$31,050.00
1218	12" 16 Gage CMP Slot Drain w/Curb & Gutter	LF	\$184.00	0.00	\$0.00	200.00	200.00	\$36,800.00	\$36,800.00
1219	12" 16 Gage CMP	LF	\$85.21	0.00	\$0.00	104.00	104.00	\$8,861.84	\$8,861.84
1220	Dirt Mounds over TXU Conduit Backfill & Grading	LS	\$1,376.57	0.00	\$0.00	1.00	1.00	\$1,376.57	\$1,376.57
1221	Lateral Tie-In to Reinforced Box Culvert	EA	\$1,246.98	0.00	\$0.00	2.00	2.00	\$2,493.96	\$2,493.96
1222	Furnish and place 6"thick reinforced Conc. Pavement	SY	\$28.16	0.00	\$0.00	6,500.00	6,500.00	\$154,825.00	\$154,825.00
109	Furnish and place 10"thick reinforced Conc. Pavement	SY	\$31.94	29,400.00	\$939,036.00	-5,470.00	23,930.00	\$764,324.20	(\$174,711.80)
145	Structural Excavation	CY	\$4.00	463.00	\$1,852.00	844.00	1,307.00	\$5,228.00	\$3,376.00
155	Furnish and Install Concrete Railroad Crossing	LF	\$371.00	380.00	\$140,980.00	-380.00	0.00	\$0.00	(\$140,980.00)
238	21" Reinforced Concrete Storm Sewer Pipe	LF	\$51.16	914.00	\$46,760.24	-218.00	696.00	\$35,607.36	(\$11,152.88)
239	24" Reinforced Concrete Storm Sewer Pipe	LF	\$57.05	925.00	\$52,771.25	-524.00	401.00	\$22,877.05	(\$29,894.20)
240	30" Reinforced Concrete Storm Sewer Pipe	LF	\$89.19	583.00	\$40,337.77	-231.00	352.00	\$24,354.88	(\$15,982.89)
260	8"Reinforced Concrete Parking Lot sawcut/removal/ replacement at pump station	SY	\$73.67	45.00	\$3,315.15	225.00	270.00	\$19,890.90	\$16,575.75
							0.00		
							0.00		
TOTALS					\$ 1,225,062.41			\$1,242,600.69	\$17,548.18

**Arapaho Road – Phase III
Project No.**

Change Order No. 2

Reason for Change

This change order will increase work by twenty-one new contract work items, the reduction in quantity of 5 original bid items and the increase in quantity of two original bid items. The change order will result in zero (0) days time extension to the contract.

Item 1202 – Pump Station Connection and Future Irrigation system: Re-routing of existing irrigation at the pump station and tying existing irrigation system to the new controller relocated at the pump station. Install 13 extra 14ga.wires and communication cable from the new controller location to the south side of Arapaho Rd for future expansion as requested by the Town of Addison.

Item 1203 – Relocate of Comfort Suite Irrigation System: Relocating the existing irrigation system along the south side of Arapaho Rd between stations 70+50 to 73+00. System was found to be under the future sidewalk and within the contract ROW.

Item 1204 – Job Signs: At the Town's request, furnish and install "Pardon Us" signs to be installed facing the hotels/motels for the customers.

Item 1205 & 1220 – Concrete Stabilized Sand Backfill of TXU Conduit: Furnishing material, backfilling and grading of the new TXU conduit for the electrical services along Arapaho Rd. Material and work to be performed to satisfy required clearance requirement placed after original design.

Item 1206 -8" Resilante Bate Valve w/box and stack: The furnishing and installation of an additional 8"gate valve to eliminate the inconvenience to the adjacent stores and restaurants, during the relocation and lowering of the 8" water main and fire hydrant.

Item 1207 – Encasement of Steel Casing on Sanitary Sewer: Furnish and place flowable backfill around the sanitary sewer steel casing to provide 100% backfill and protection of the steel casing from corrosion caused by electrolysis.

Item1208 – Tnemenc Paint for Steel Arches: The Town of Addison agreement to have the contractor furnish and apply the a Tnemenc paint for the steel arches to prevent fading of the color "Frank Blue" and correct the spec. finish requirement for the structural steel.

Item 1209 – Handhole Access in Stringer: Upon request of the Town of Addison, to provide a hand hole access to the inside of the structural stinger for future use.

Item 1210 to 1213 – 21 in., 24 in. & 30 in. Gasket Reinforced Concrete Pipe: Furnishing and installing of gasket reinforced concrete pipe in place of standard reinforced concrete pipe between the station 0+68 to 6+00 to prevent the infiltration of ground water into Line 'C' storm sewer. Reduction to existing bid items of related size will be required.

Item 1214 to 1216 Lowering of 12" Water Main and Valves: These three items are required to perform the lowering of the existing 12" water main, so both Line A and B storm sewer can cross over at Surveyor Blvd. The conflict between the storm sewer and water main was an unforeseen conflict which was not detectible from provide information during the design.

Item 1217- Portable Changeable Message Board Signs: At the Town of Addison's request, the contractor is to furnish and install "Advance Warning Message Board" signs to warn approaching traffic of the upcoming changes of the traffic pattern for Midway Rd. for the installation of the bridge and utility crossings.

Item 1218, 1219 & 1221 – 12" Corrugate Metal Piping and Drainage System: These three items are required to provide drainage to the existing properties along the MSE wall that is along the ROW. Because the existing ground had a flat grade with little slope, this addition drainage was added to prevent water form ponding on the adjacent properties.

Item 1222 - Furnish & Place 6"thick reinforced Concrete Pavement: This item is created to have all parking lot change the concrete pavement to a standard thickness of 6". This will reduce the existing bid item 109 quantity of the 10" concrete pavement.

Item 109 – Furnish & Place 10"thick reinforced Concrete Pavement: Reducing the existing bid item quantity and reinstating the quantity amount under a new work item 1222 with a reduced price.

Item 145 – Structural Excavation: This item is to be increase in quantity by the amount of the Structural wall #3 under the change dimension for MSE #3 during shop drawing review.

Item 155 – Furnish & Install Concrete Railroad Crossing: This item is to be deleted, at time of bid Addendum requiring all railroad items to be zero dollars/ \$0.00 at bid time. This bid item was missed under this addendum is to be deleted.

Item 238, 239 & 240 – Reinforced Concrete Storm Sewer Pipe: These three bid items original to be installed between stations 0+68 to 6+00 on the Line 'C' Storm Sewer system at the brickyard are to be reduced in quantity.

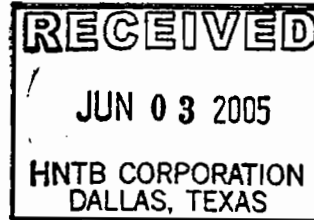
Item 260 – 8" Reinforced Concrete Parking Lot: At the Town of Addison's Request. To remove the entire parking lot and replace with new under this original bid item. This is to eliminate the look of patchwork of the existing parking lot.

HNTB Corporation

Guy Van Baulen, EIT



Archer Western
Contractors



June 2, 2005

Letter: HNTB -46

HNTB
5910 W Plano Parkway
Suite 200
Plano, Texas 75093
Attn: Mr. Guy Van-Baulen

RE: Town of Addison
Arapaho Road Phase III
Project No. 04-22
Change Orders 2 & 3

Dear Guy:

Attached are the signed change orders #2 & #3, from the Town of Addison Arapaho Road Project.

The unit prices for items 1210, 1211, 1212, & 1213 are in error. The items should have the following unit prices: \$96.33, \$77.56, \$71.74, and \$2579.43 respectively. The revised unit prices include compensation for bonds and insurance that was not included in the current prices.

Item #1205 "Concrete Stabilized Sand for TXU Conduit" did not include a time extension of 23 days as reflected in our letter dated 9/9/04.

Please make these adjustments to change order #2.

If you require additional information, please contact Andrew at our field office.

Sincerely,

Ben Withered
Project Manager

XC: Andrew Schneemann
Don Good
File

TOWN OF ADDISON, TEXAS

ARAPAHO ROAD - PHASE III

Project No. 04-022

CHANGE ORDER NUMBER: 4

1. CONTRACTOR: Archer Western Contractors

2. Change Order Work Limits: Sta. 34+07 to Sta. 87+88

3. Describe the work being revised:

See Attached Reason Sheet

4. Work to be performed in accordance with Items: See attached Tables

5. New or revised plan sheet(s) are attached and numbered: SW-17, SW-24, Ir-09, SGT-HB03A, MGBF-03A

6. New general notes to the contract are attached: Yes No

7. New Special Provisions to Its N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

Table with 2 columns: Contractor signature and approval information. Includes fields for 'The contractor must sign...', 'The following information must be provided', 'Time Ext. #', 'Days added on this CO', 'Amount added by this change order', 'THE CONTRACTOR', 'By', 'Typed/Printed Name', 'Typed/Printed Title'.

RECOMMENDED FOR EXECUTION:

Signature of Construction Inspector, Date 9/21/05

Signature of Project Manager, Date 09.21.05

Signature of Nancy S. Cline, Date 9/27/05, Director of Public Works, APPROVED

Signature of Asst. Public Work Director, APPROVED

Signature of Steve Chutkan, Date, Asst. City Engineer, APPROVED

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 4

Reason for Change

This change order will increase work by thirteen new contract work items, the reduction in quantity of one original bid items and the increase in quantity of 3 original bid items. The change order will result in twenty (20) days time extension to the contract.

Item 151 - SGT (8)-03A Single Guardrail System (Related PCO #46):

History of why the change order occurred – Deletion of the original bid item, which is replaced by the new Item 1231.

Impact to the contract amount – A credit amount of \$4,924.50 to the base contract.

Impact to the project schedule – The project calendar day total is not affected.

Item 224 – 8-foot recessed Inlet (Related to PCO #48):

Contractor was instructed to provide an additional 8-foot recessed inlet to be compensated under the existing contract bid item unit price.

History of why the change order occurred – The 8-foot standard inlet was relocated to station 44+85 to eliminate a conflict with the required T4 rail and reduce the impact of the construction on the adjacent property owner. To eliminate these conditions the inlet was installed at the end of the T4 Rail.

Impact to the contract amount – A total dollar amount of \$1,750.00 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 228 – 2-Grate Inlet:

The contractor was asked to provide additional 2-Grate Inlets, which would be compensated under the existing contract bid item unit price.

History of why the change order occurred – After the start of the construction, it was observed that storm water runoff from adjacent properties would be trapped or have an excessive sheet flow. Due to these conditions, several areas were redesign to collect the storm water runoff into the future box culverts.

Impact to the contract amount – A total dollar amount of \$16,100.00 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 322 – Lighting Control Center:

Contractor was requested to provide one additional lighting control center, which will be compensated under the existing contract bid item unit price.

History of why the change order occurred – The Town of Addison requested the additional lighting control center be installed to separate the pedestrian and street lighting systems from being controlled by one cabinet and meter.

Impact to the contract amount – A total dollar amount of \$6,000.00 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1224 – Relocate Fence at Storage Facility (PCO #14):

History of why the change order occurred – Existing fire hydrant needed to be relocated per construction plans. The temporary security fence constructed along the Watson-Taylor storage facility had to be relocated in order to relocate the fire hydrant.

Impact to the contract amount – The dollar amount of \$554.76 is approved.

Impact to the project schedule – The contractor has not claimed additional days for this work. The project calendar day total is not affected.

Item 1225 – 9x5 Box Culvert Modification-conflict with existing Gas & SBC services (PCO # 19):

Contractor claims a sixteen day delay in being able to lay box culverts A & B due to a conflict with an existing gas line and an SBC ductbank. Contractor also claims \$3,202.48 for additional costs incurred.

History of why the change order occurred – During the installation of the storm sewer box culvert a conflict developed with an existing main and an abandoned SBC ductbank. A new design was developed in order to incorporate the gas line encasement into the bottom slab of the storm sewer box culvert. This work directly impacted the critical path of the project.

Impact to the contract amount – The dollar amount of \$3202.48 is approved.

Impact to the project schedule – The project calendar days will be extended sixteen days.

Item 1226 – Paint System for the T4 Railing (PCO #24):

Contractor was asked to change to a more durable paint system, more suitable for steel application.

History of why the change order occurred – Initial paint specified for the Pedestrian Railing was a System II vinyl paint. After reviewing the specifications and expected performance with the contractor and his paint subconsultant it was determined that a Carboline acrylic paint system was more advantageous to the pedestrian rail.

Impact to the contract amount – The dollar amount of \$18,351.45 is approved.

Impact to the project schedule – The contractor has not claimed additional days for this work. The project calendar day total is not affected.

Item 1227 – Paint System for the Pedestrian Railing (PCO #24):

Contractor was asked to change to a more durable paint system, more suitable for steel application.

History of why the change order occurred – Initial paint specified for the Pedestrian Railing was a System II vinyl paint. After reviewing the specifications and expected performance with the contractor and his paint subconsultant it was determined that a Carboline acrylic paint system was more advantageous to the pedestrian rail.

Impact to the contract amount – The dollar amount of \$11,113.89 is approved.

Impact to the project schedule – The contractor has not claimed additional days for this work. The project calendar day total is not affected.

Item 1228 – Comfort Suite – Irrigation System in along ROW (PCO #30):

Contractor claims \$3,577.65 for additional costs incurred to add 3 additional irrigation zones.

History of why the change order occurred – During design of the project this area was not designed to have irrigation due to existing irrigation coverage. During construction it was noted that the irrigation system in place was owned by a private land owner. The Town made the decision to cover this area with irrigation within their own right of way limits

Impact to the contract amount – The dollar amount of \$3,577.65 is approved.

Impact to the project schedule – The contractor has not claimed additional days for this work. The project calendar day total is not affected.

Item 1229 – Closing Existing Opening in Box Culvert (PCO #41):

Contractor claims a one day delay in closing the opening in the existing Box Culvert. Contractor also claims \$551.65 for additional costs incurred.

History of why the change order occurred – During the construction of the new storm sewer box culvert lines A & B, the existing box culvert line B was found to have two abandoned pipes connected to the culvert which had to be removed to construct line A. The opening created by the removal of the abandoned pipe from the existing box culvert had to be sealed.

Impact to the contract amount – The dollar amount of \$551.65 is approved.

Impact to the project schedule – The contractor has claimed one additional day for this work. This work did not affect the critical path of the project. The project calendar day total is not affected.

Item 1230 – 10x6 Box Culvert Modification-conflict with existing Sanitary Sewer (PCO #42):

Contractor claims a two day delay in being able to lay box culverts A & B due to a conflict with an existing sanitary sewer at Surveyor Blvd. Contractor also claims \$4,315.26 for additional costs incurred.

History of why the change order occurred – During the installation of the storm sewer box culvert, a conflict developed with an existing sanitary sewer. A new design was developed in order to incorporate the sanitary sewer encasement into the bottom slab of the storm sewer box culvert.

Impact to the contract amount – The dollar amount of \$4,315.26 is approved.

Impact to the project schedule – The contractor has claimed two additional days for this work. This work did not affect the critical path of the project. The project calendar day total is not affected.

Item 1231 – SGT (8) HB-03A Single Guardrail System (PCO #46):

Contractor was asked to provide the single guardrail system utilizing a steel post application. Contractor provided a new price per each installation.

History of why the change order occurred – During the submittal process it was discovered that there was a conflict between the bid item description and the notation on the contract plans. The contractor was requested to provide a price for the installation of a single guardrail system utilizing a steel post application.

Impact to the contract amount – A total dollar amount of \$5,612.82 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1232 – Tie-in of new lateral C-3A (PCO #48):

Contractor was requested to provide a cost proposal for the addition of an inlet and all related work along the south side of the East bound traffic lanes at station 80+76.88.

History of why the change order occurred – The roadway alignment across the existing railroad track had to be redesigned due to DGN&O railroad changes to the elevation of the existing rail grade crossing after construction began. Since the designed drainage system had been installed prior to the changes, the new inlet would have to be installed at the new low point along the future roadway.

Impact to the contract amount – A total dollar amount of \$524.36 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1233 – Police Escort for U-Beam Delivery (PCO #50):

Contractor was requested have the delivery of the bridge U-beams at night. This required the contractor to have a police escort through intersections within the Dallas City Limits.

History of why the change order occurred – The contractor original schedule of the delivery of the U54-beams was during day light hours. At the request of the Town of Addison, the first delivery was re-scheduled to after midnight. This created a safety issue of moving the large beams at night through the street intersections. The Dallas police was contracted to provide safe passage through the intersections within their jurisdiction.

Impact to the contract amount – A total dollar amount of \$672.00 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1234 – Pedestrian Rail Pennant Material (PCO #51):

Contractor claims \$3,075.61 for additional costs incurred to change the original gauge steel for the pennant application to the pedestrian. This change was determined during the shop drawing submittal procedure.

History of why the change order occurred – After several discussion between the railing manufacture and designer, it was decided to increase the gage thickness to provide a better wieldable steel to prevent buckling and warping that might occur during the attachment of the pennant steel to the railing, while still providing a strong attachment and cleaner look to the surface of the pedestrian railing.

Impact to the contract amount – A total dollar amount of \$3,075.61 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1235 – Traffic Signal Foundation Changes (PCO #57):

Contractor was requested to provide a cost proposal to change the size of two traffic signal foundations.

History of why the change order occurred – The change in the size of the two traffic signal foundations occurred due to the as-built condition of the existing traffic signal anchor bolt pattern being different than what was expected in the plans. The differing anchor bolt pattern was in conflict with newer standards that exist for the required size of the foundation in relationship to anchor bolt pattern dimension.

Impact to the contract amount – A dollar amount of \$1,524.90 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1236 – MBGF Inlet Posts (PCO #46):

Contractor was requested provide a unit price to provide an inlet mounted guardrail fence post.

History of why the change order occurred – The 8-foot standard inlet was relocated to station 44+85 to eliminate a conflict with the required T4 rail and reduce the impact of the construction on the adjacent property owner. To eliminate these conditions the inlet was installed at the end of the T4 Rail.

Impact to the contract amount – A total dollar amount of \$408.21 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1237 – TXU Power Lines @ Midway (PC-#5043):

Contractor claims a seventy-five day delay for being unable to install the box culvert across Midway Road and beginning Span 9 work with the existing overhead power line. Contractor also claims \$30,090.00 for additional costs incurred.

History of why the change order occurred – Archer Western Contractor was request to stop work, allowing the TXU contractor to perform the required work to remove the over head power line. Upon, the stopping and starting of work at Midway Road it was determined that Archer Western Contractor had encounter delays due to the overhead power lines.

Impact to the contract amount – A total dollar amount of \$25,400.00 is approved.

Impact to the project schedule – The seventy -five day portion of the claim was reduced to sixty days base on the critical path and the review of the actual stops and starts of work.

PCO #6 – Oncor Redesign of Conduit Crossing

Item 1202 – Contractor claims a fourteen day delay in being able to lay box culverts A & B due to TXU electrical conduit being altered for clearance requirements set by DWU and TXU. Contractor claims ten day delay between 08/30/04 and 09/09/04. Contractor also claims a four day delay for laying the box in reverse.

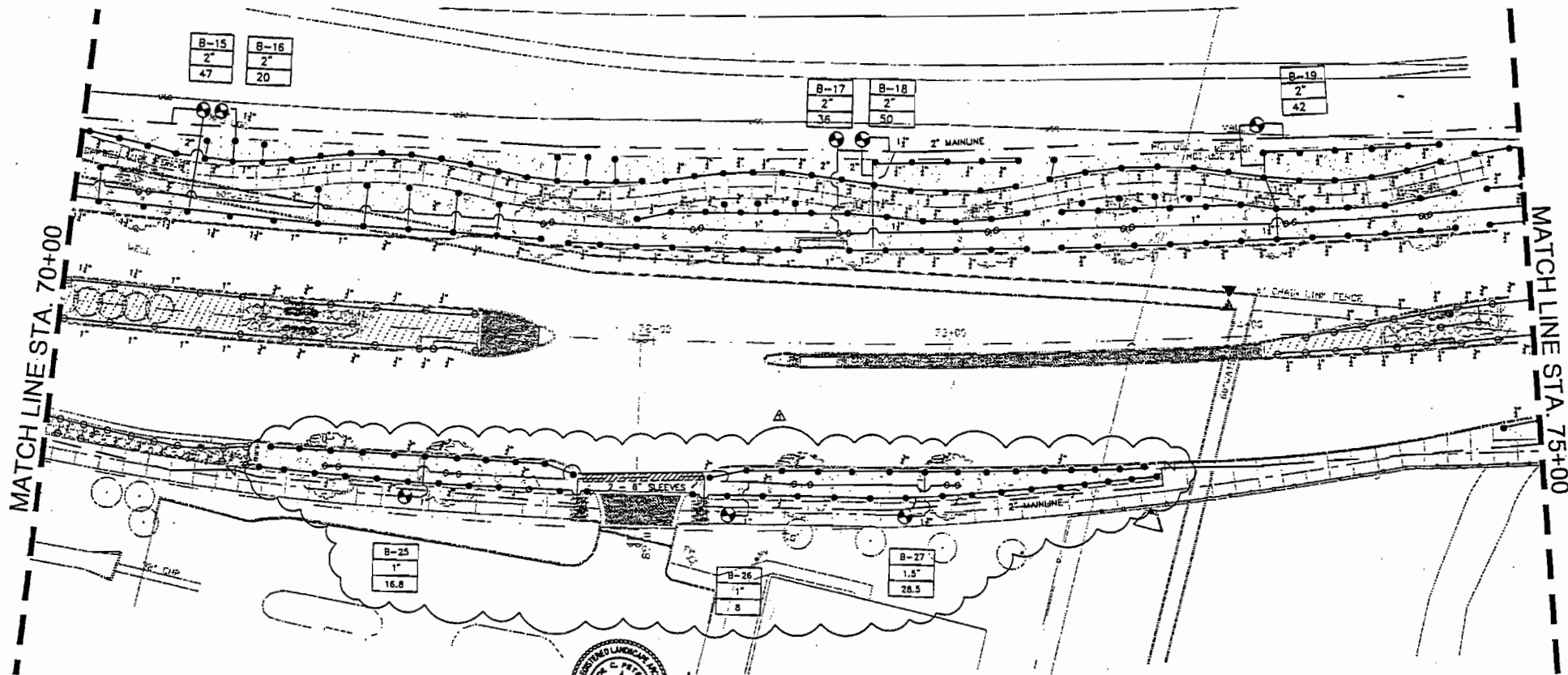
History of why the change order occurred – After the project was bid, TXU Electric notified HNTB of a requirement to have a minimum cover of three foot cover over the electrical conduit. During the construction of the conduits we were informed by DWU they needed five foot of clearance between their top of pipe and the electrical conduit.

Impact to the contract amount – The dollar amount of 7,841.51 was approved on change order # 2.

Impact to the project schedule – The ten day portion of the claim is reduced to six days base on the critical path not being exceeded as referenced in a letter from HNTB to Archer Western Contractors, Ltd. dated June 3, 2005 and also allowing Archer Western compensation to excel the schedule. The four day claim to install the box culvert in reverse is agreed to. The project calendar days will be extended a total of ten days.

HNTB Corporation

Guy Van Baulen



W. J. ...
8/22/04

CONTRACTOR SHALL VERIFY NOZZLE SIZES IN FIELD FOR MPR AND HEAD TO HEAD COVERAGE. CONTRACTOR TO MINIMIZE OVERSPRAY. NO OVERSPRAY ONTO PAVEMENT SHALL BE ACCEPTED.

IRRIGATION LEGEND:

- RAINBIRD 1804-PRS-SAM SERIES 4" POP-UP SPRAY - MPR NOZZLES
- RAINBIRD 1808-PRS-SAM SERIES 6" POP-UP SPRAY - MPR NOZZLES
- RAINBIRD 1812-PRS-SAM SERIES 12" POP-UP SPRAY - MPR NOZZLES
- TORO FB-PC-30 SERIES 12" POP-UP BUBBLERS - TURF AREAS
- TORO FB-100 ON SCH 80 RUBER W/SHRUB ADAPTOR - TREE WELLS
- HUNTER 02-ADV SERIES - 6.0 NOZZLE
- HUNTER 02-ADV SERIES - 4.0 NOZZLE
- HUNTER 02-6P-ADV SERIES - 6.0 NOZZLE
- HUNTER 02-6P-ADV SERIES - 4.0 NOZZLE
- HUNTER 02-HP-ADV SERIES - 6.0 NOZZLE
- HUNTER 02-HP-ADV SERIES - 4.0 NOZZLE
- ⊕ WEATHERMATIC 11000CR SERIES REMOTE CONTROL VALVE
- MANFOLDED VALVES SHALL BE SPACED 4'-0" APART
- ☑ SUCKER 06388U7 SINGLE LUG 3/4" QUICK COUPLING VALVE
- N SPEARS PLASTIC BALL VALVE - Same size as mainline
- ⊞ WATTS 007M SERIES INLINE DCA - 2"
- ⊞ HERSEY MVR WATER METER - 2"
- ⊞ RAINMASTER EVOLUTION D242 CONTROLLER - ELECTRICAL POWER DISTRIBUTION AND PHONE SERVICE LINES TO THE IRRIGATION CONTROLLERS SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR. THE ELECTRICAL AND PHONE LINES (AND ALL RELATED WORK) SHALL BE INSTALLED PER ALL LOCAL, STATE, AND NATIONAL CODES.
- ⊞ FLOW METER - SAME SIZE AS MAINLINE - FB-200 DATA INDUSTRIAL FLOW METER
- ⊞ SCHEDULE 40 PVC MAINLINE - REF PLAN
- Class 315 IPS or Class 200 IPS Lateral Line
- ▨ SCH 40 PVC SLEEVE - PERMANENTLY MARK CURBS WITH LOCATIONS OF SLEEVES PER CITY STANDARDS
- ⊞ ZONE VALVE VALVE SIZE
- ⊞ GPM GPM PER VALVE



232

NO.	DATE	REVISION	APPROV.
1	10/23/04	IRRIGATION SERVICE REVISIONS	MCP

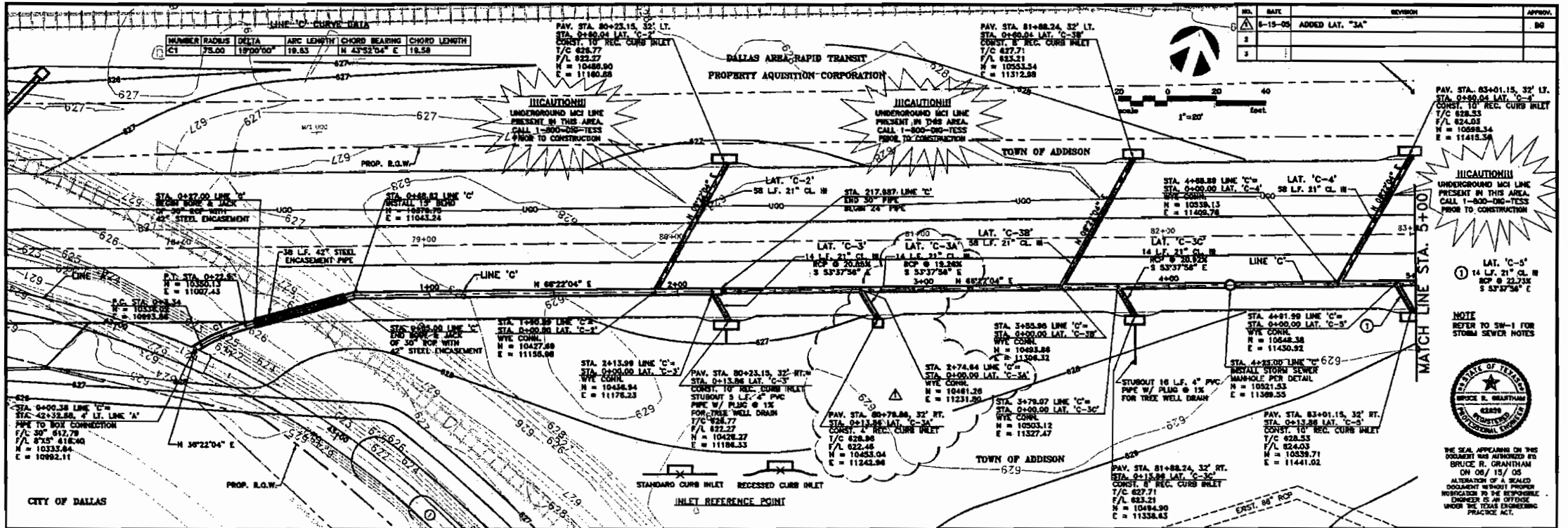
HNTB ARCHITECTS ENGINEERS PLANNERS
The HNTB Companies

ARAPAHO ROAD EXTENSION
SURVEYOR BOULEVARD TO ADDISON ROAD

IRRIGATION PLAN
STA 70+00 TO 75+00

TOWN OF ADDISON, TEXAS

DESIGN	DATE	SCALE	PROJECT NO.	SHEET NO.
Design TW	4/3/04	VARIES	2578M	1R-09



NO.	DATE	REVISION	APPROV.
1	6-15-05	ADDED LAT. "3A"	BR
2			
3			

NUMBER	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	75.00	189°00'	19.83	N 43°22'04" E	18.58

STA.	LINE 'C'	W/C	CONST.	REC. CURB INLET
0+00.00	LINE 'C'	1/2" 622.77	10488.90	11140.68
0+13.86	LINE 'C'	1/2" 622.27	10488.90	11140.68

STA.	LINE 'C'	W/C	CONST.	REC. CURB INLET
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0+27.72	LINE 'C'	1/2" 622.27	10488.90	11140.68

STA.	LINE 'C'	W/C	CONST.	REC. CURB INLET
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0+41.58	LINE 'C'	1/2" 622.27	10488.90	11140.68

STA.	LINE 'C'	W/C	CONST.	REC. CURB INLET
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0+55.44	LINE 'C'	1/2" 622.27	10488.90	11140.68

STA.	LINE 'C'	W/C	CONST.	REC. CURB INLET
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0+69.30	LINE 'C'	1/2" 622.27	10488.90	11140.68

STA.	LINE 'C'	W/C	CONST.	REC. CURB INLET
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0+83.16	LINE 'C'	1/2" 622.27	10488.90	11140.68

STA.	LINE 'C'	W/C	CONST.	REC. CURB INLET
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0+97.02	LINE 'C'	1/2" 622.27	10488.90	11140.68

STA.	LINE 'C'	W/C	CONST.	REC. CURB INLET
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1+10.88	LINE 'C'	1/2" 622.27	10488.90	11140.68

STA.	LINE 'C'	W/C	CONST.	REC. CURB INLET
1+10.88	LINE 'C'	1/2" 622.27	10488.90	11140.68
1+24.74	LINE 'C'	1/2" 622.27	10488.90	11140.68


STA.	LINE 'C'	W/C	CONST.	REC. CURB INLET
1+24.74	LINE 'C'	1/2" 622.27	10488.90	11140.68
1+38.60	LINE 'C'	1/2" 622.27	10488.90	11140.68

STA.	LINE 'C'	W/C	CONST.	REC. CURB INLET
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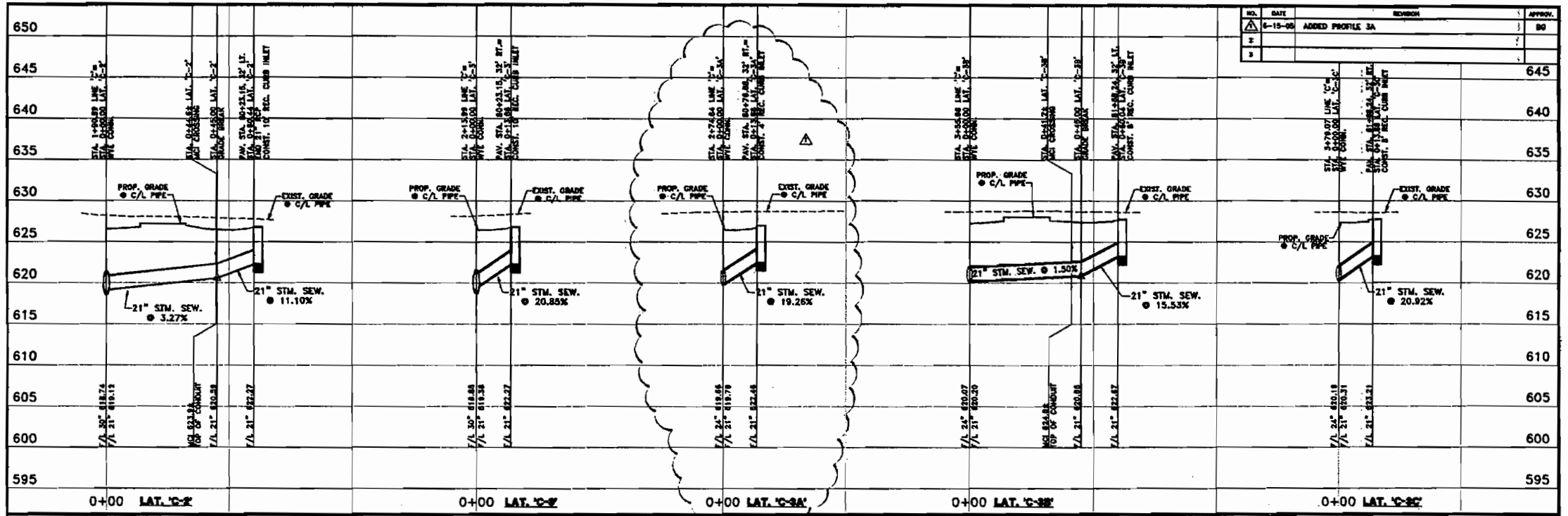
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DATE:	JUNE 2005	SCALE:	1"=20'(H) 1"=8'(V)	JOB NO.:	320-02
DRAWN:	G&A/DC/SHR	AKC	REVIEWED:	BRG	DWG. NO.:
3305TAPP16					

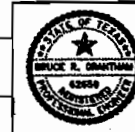
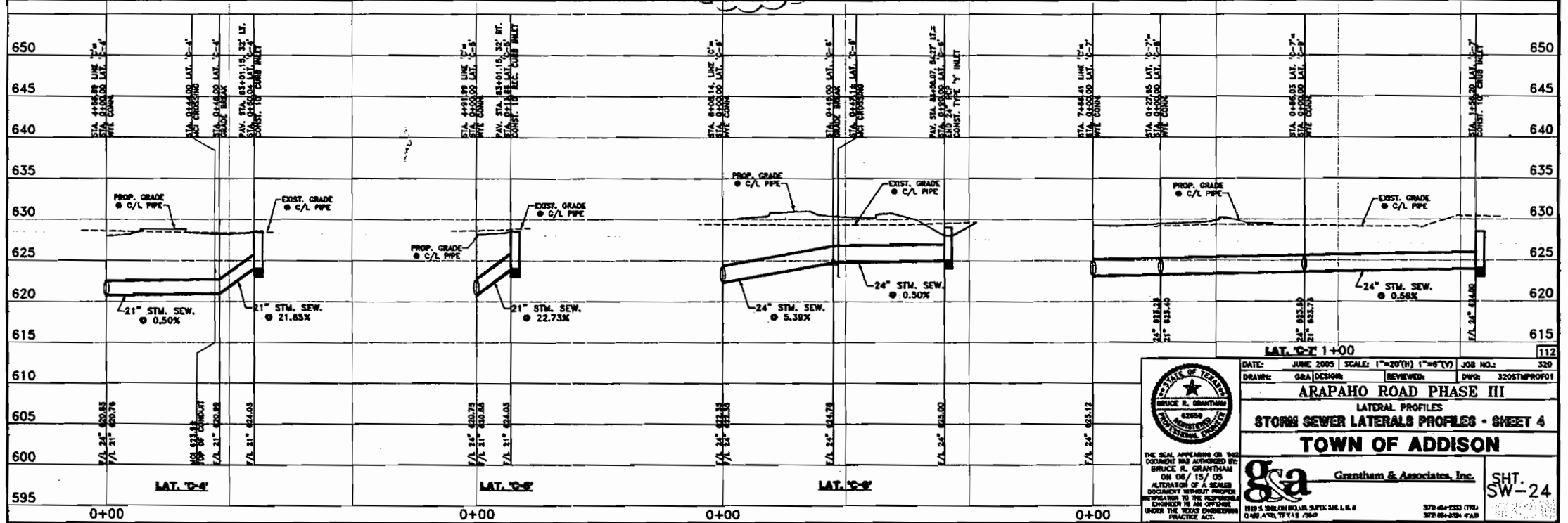
ARAPAHO ROAD PHASE III
 PLAN & PROFILE
STORM SEWER 'C' STA. 0+00 TO STA. 5+00
TOWN OF ADDISON


Grantham & Associates, Inc.
 3725 W. CAMPBELL AVE. SUITE 200, DALLAS, TEXAS 75243-1080
 TEL: 972-242-2222 FAX: 972-242-2224

SHT. SW-17



NO.	DATE	REVISION	APPROV.
1	6-15-05	ADDED PROFILE 2A	BO
2			
3			

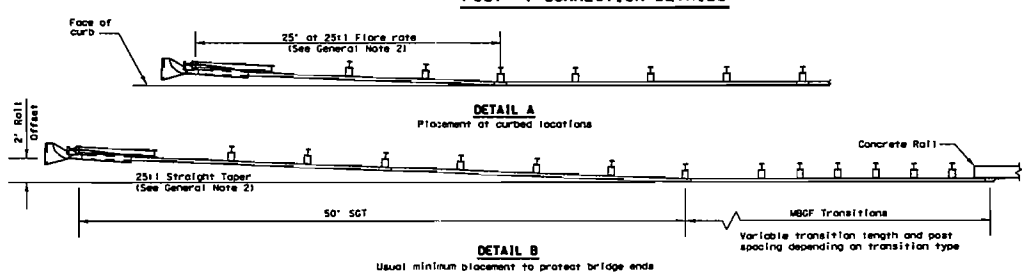
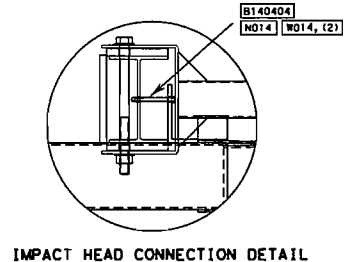
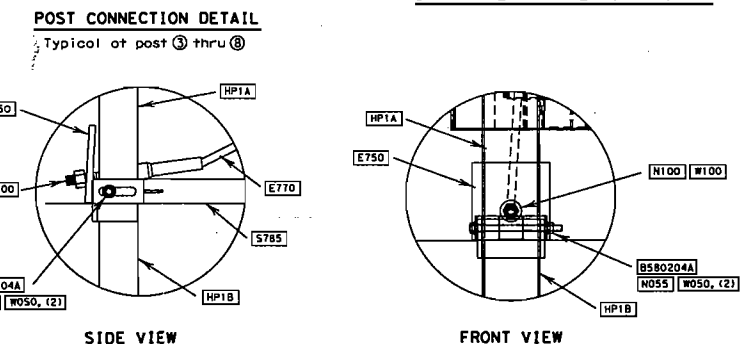
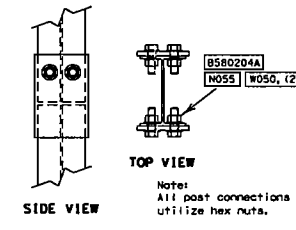
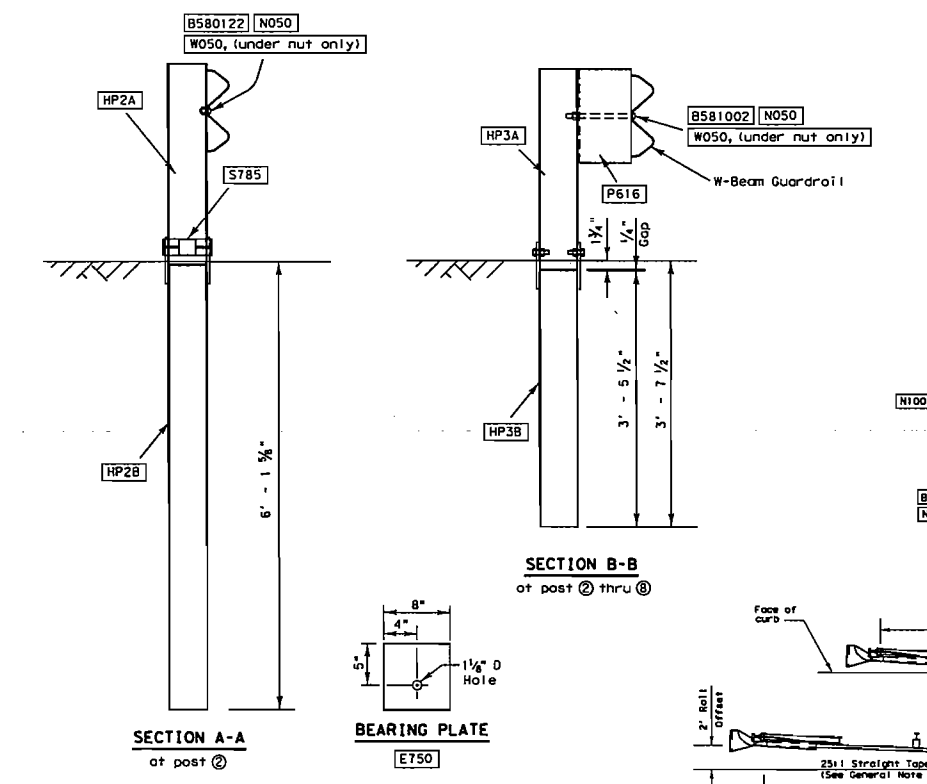
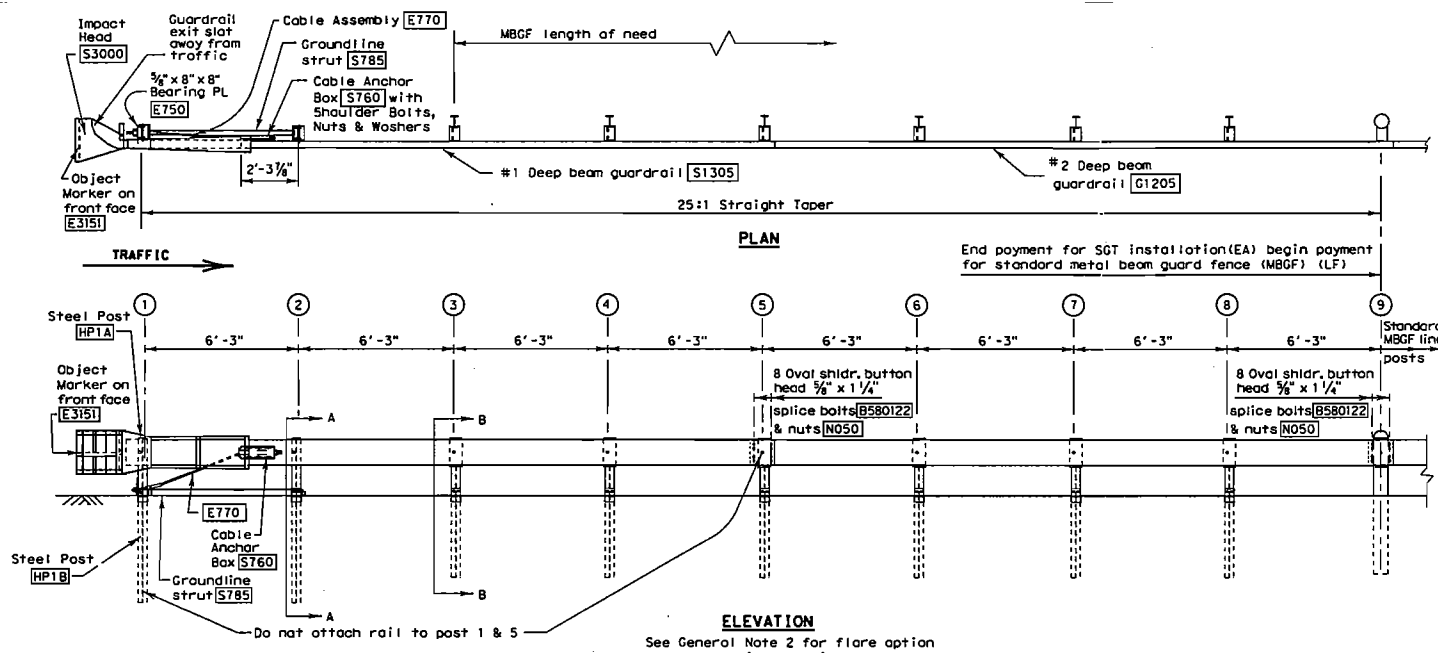


DATE: JUNE 2005 SCALE: 1"=20'(H) 1"=6'(V) JOB NO.: 320
 DRAWN: GBA/DCB/HR REVIEWED: DWH/ 3205TPROF01
ARAPAHO ROAD PHASE III
 LATERAL PROFILES
STORM SEWER LATERALS PROFILES - SHEET 4
TOWN OF ADDISON

THE SEAL APPEARING ON THIS DOCUMENT HAS AUTHORIZED BY: BRUCE R. GRANTHAM ON 06/15/05 ALTERATION OF A SEALING DOCUMENT WITHOUT PROPER NOTIFICATION TO THE ENGINEER OR HIS EMPLOYER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

g&a Granttham & Associates, Inc.
 1910 S. WILSON BOULEVARD, SUITE 200, L.L.B. # 0480, ADDISON, TEXAS 75002
 972-484-2333 (TX) 972-484-2334 (TX)

SHT. SW-24



- GENERAL NOTES**
- All bolts, nuts cable assemblies, cable anchors, steel tubes & bearing plates shall be galvanized.
 - If the SGT system must be placed on a radius, the minimum radius is 150 feet.
 - For non-curb installations, the MBSF will be flared at a rate of 25:1 over the first 50 foot of the system to prevent the terminal head from encroaching on the shoulder. The flare may be decreased or eliminated for specific installations if directed by the Engineer. A 25:1 flare rate will be used for curb sections, beginning at post number 5 and ending at post number one.
 - The lower sections of the post shall not protrude more than 4 inches above ground. Site grading may be necessary to meet this requirement.
 - The lower section of Post #1 should not be driven with the upper post attached. If the post is placed in a drilled hole, the backfill material must be satisfactorily compacted to prevent settlement.
 - When rock excavation is encountered, a 12 inch diameter post hole, 20 inches into the rock may be used if approved by the Engineer. Granular material will be placed in the bottom of the hole approximately 2 1/2 inches deep to provide drainage. The steel tube sleeves will be field cut to not less than 20 inches in length, placed in the hole and backfilled with adequately compacted material excavated from the hole.
 - The breakaway cable assembly must be taut. A locking device, (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening the nuts.
 - For curb installations, the steel posts shall be installed at the proper ground elevation behind the curb. The posts will then require field drilling new holes to accommodate the rail to post connection bolt to maintain the proper height of the rail above the gutter pan. The excess post length above the rail will be removed if directed by the Engineer.
 - An object marker shall be installed on the front of the impact head as detailed on O&M(VIA).
 - A special site evaluation should be considered, prior to using this end treatment where there is less than 25 feet between the outlet side of the end treatment and any adjacent driving lane.

ITEM NO.	QTY	BILL OF MATERIALS
S3000	1	IMPACT HEAD
S1305	1	W-BEAM GUARDRAIL END SECTION - 12 GA., 25'
G1205	1	W-BEAM GUARDRAIL - 12 GA., 25'
HP1A	1	FIRST POST ASSEMBLY TOP, 2'-4 3/8"
HP1B	1	FIRST POST ASSEMBLY BOTTOM, 6'-0"
HP2A	1	SECOND POST ASSEMBLY TOP, 2'-5 1/8"
HP2B	1	SECOND POST ASSEMBLY BOTTOM, 6'-0"
HP3A	6	BREAKAWAY LINE POST TOP, 2'-6 1/4"
HP3B	6	BREAKAWAY LINE POST BOTTOM, 3'-5 1/2"
E750	1	BEARING PLATE
S760	1	CABLE ANCHOR BOX
E770	1	BCT CABLE ANCHOR ASSEMBLY
S785	1	GROUND STRUT
P616	6	ROUTED TIMBER BLOCKOUT OR RECYCLED EQUIV.
HARDWARE		
B580122	17	5/8" Dia. x 1 1/4" SPLICE BOLT, POST #2
B580904A	1	5/8" Dia. x 9" HEX BOLT GRD 5
B580204A	28	5/8" Dia. x 2" HEX BOLT GRD 5
B581002	6	5/8" Dia. x 10" H.G.R. BOLT (POSTS 3 THRU 8)
N055	29	5/8" Dia. HEX NUT (FIRST POST 1, POSTS 2 THRU 8, 28)
N050	23	5/8" Dia. H.G.R. NUT (SPLICE 16, POSTS 2 THRU 8, 7)
W050	65	H.G.R. WASHER (FIRST POST 2, POST BOLTS 7, POST BASE 56)
N100	2	1" ANCHOR CABLE HEX NUT
W100	2	1" ANCHOR CABLE WASHER
B140404	2	1/4" x 4" HEX BOLT
N014	2	1/4" HEX NUT
W014	4	1/4" WASHER
S558A	8	CABLE ANCHOR BOX SHOULDER BOLT
N055A	8	1/2" A325 STRUCTURAL NUT
W050A	16	1 1/16" OD X 9/16" ID A325 STR. WASHER
E3151	1	OBJECT MARKER

Texas Department of Transportation
Design Division (Roadway)

SINGLE GUARDRAIL TERMINAL (SKT 350) (HINGED BREAKAWAY STEEL POST) SGT (8) HB-03A

FILED	sgt8hb03a.dgn	DATE	AM	CHK	AM	DRW	BGD	CHK	AM	MEG
DATE	February 2003	DIST		FED	REG	FEDERAL AID	PROJECT			SHEET
REVISONS		5		COUNTY		CONTROL		SECT		JOB

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LEVELS DISPLAYED	
1	

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 13, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 23rd day of March, 2005

1. Engineer shall perform the following Services:
 - See Attachment A
2. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to Owner:
 - Additional construction inspection services.
3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

There will be no change in the schedule due to the above mentioned item.

In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of \$ 149,874, payable according to the following terms:


Payments will be made based upon the provisions of the original contract, with a corresponding increase in the total contract amount to \$1,306,640.

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Town of Addison
(Owner)

HNTB Corporation
(Engineer)

Signature: 

Signature: 

Name: Ron Whitehead

Name: Benjamin J. Biller

Title: City Manager

Title: Vice President

Date: April 12, 2005

Date: March 23, 2005

Attachment A

Arapaho Road Construction Inspection

Original Contract Amount	\$ 211,060.00
Days bid by Archer-Western	425
Days used as of Feb. 11, 2005	187
Days to completion	238
Weeks to completion	34
Amount Spent as of Feb. 11, 2005	\$ 232,514.48
Over Budget Amount	\$ (21,454.48)

Assumptions:

1. After February 11th, Archer Western will work for 34 more weeks to complete project.
2. Archer Western will work 6 days a week, 12 hours per day for 30 weeks.
3. Archer Western will work 7 days a week, 12 hours per day for 4 weeks.
4. This equates to 208 days of construction remaining.

Guy Van-Baulen will work a maximum of 40 hours per week.
Guys' assistant will work a maximum of 0 hours per week.

Guy		Guy's Assistant	
Weeks	27	Weeks	0
Hours/Week	40	Hours/Week	0
Total Hours	1,080	Total Hours	0
Hours	1,080	Hours	0
Rate	\$ 36.00	Rate	\$ 23.00
Direct Labor	\$ 38,880.00	Direct Labor	\$ -
ER	2.92	ER	2.92
Total	\$ 113,529.60	Total	\$ -
Total Labor	\$ 113,529.60		

Total amount required to finish project

Existing Over Budget amount	\$ 21,454.48	
Total Labor	\$ 113,529.60	
Project Management	\$ 12,000.00	(assumes 2 hours per week)
Expenses	\$ 2,890.00	
Total	\$ 149,874	

TOWN OF ADDISON, TEXAS

ARAPAHO ROAD - PHASE III

Project No. 04-022

CHANGE ORDER NUMBER: 5

1. CONTRACTOR: Archer Western Contractors

2. Change Order Work Limits: Sta. 34+07 to Sta. 87+88

3. Describe the work being revised:

See Attached Reason Sheet

4. Work to be performed in accordance with items: See attached Tables

5. New or revised plan sheet(s) are attached and numbered: IR-01, 06 & 07; BR-58 & 59

6. New general notes to the contract are attached: Yes No

7. New Special Provisions to lte N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

Table with contractor signature fields and project information: Time Ext. #: 2 Days added on this CO: 33 Amount added by this change order: \$63,942.44

RECOMMENDED FOR EXECUTION:

Approval lines for Construction Inspector, Project Manager, and Town of Addison Director/Asst. Director/Asst. City Engineer.

Handwritten calculations: 16,952,962.39 + 63,942.44 = 17,016,904.83

TOWN OF ADDISON, TEXAS

ARAPAHO ROAD - PHASE III

Project No. 04-022

CHANGE ORDER NO. 5

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY			HOURLY RATE

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT + PREVIOUSLY REVISED		CHANGE ORDER	REVISED CONTRACT		CHANGE ORDER
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/UNDERRUN
1238	Relocate existing 8" Valve and Main	LS	\$1,267.29		\$0.00	1.00	1.00	\$1,267.29	\$1,267.29
1239	Demo of Existing SBC Manhole	LS	\$1,432.78		\$0.00	1.00	1.00	\$1,432.78	\$1,432.78
1240	Future irrigation tap at Surveyor Blvd.	LS	\$4,568.84		\$0.00	1.00	1.00	\$4,568.84	\$4,568.84
1241	Future Watermain Service and Tie-In.	LS	\$13,698.14		\$0.00	1.00	1.00	\$13,698.14	\$13,698.14
1242	Related cost to Extension of MSE# 2	LS	\$1,749.99		\$0.00	1.00	1.00	\$1,749.99	\$1,749.99
1243	T-4 Railing Transition Adjustments	LS	\$917.38		\$0.00	1.00	1.00	\$917.38	\$917.38
1244	Y Inlet converted to Grate Inlet	LS	\$300.00		\$0.00	1.00	1.00	\$300.00	\$300.00
1245	Aviation Lights on top of Street Poles	EA	\$16,626.77		\$0.00	LS 4.00	LS 4.00	\$16,626.77	\$16,626.77
1247	Diaphragm Concrete Mix Design	LS	\$932.77		\$0.00	1.00	1.00	\$932.77	\$932.77
1248	Diaphragm Rebar Conflicts	LS	\$10,520.45		\$0.00	1.00	1.00	\$10,520.45	\$10,520.45
		LS					0.00		
		EA					0.00		
		LS					0.00		
TOTALS					\$ -			\$52,014.41	\$52,014.41

TOWN OF ADDISON, TEXAS

ARAPAHO ROAD - PHASE III

Project No. 04-022

CHANGE ORDER NO. 5

TABLE B: Contract Items (Continued)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT + PREVIOUSLY REVISED		CHANGE ORDER	REVISED CONTRACT		CHANGE ORDER	
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/UNDERRUN	
233	30" Type "A" Headwall	ea	\$1,006.44	1.00	\$1,006.44	-1.00	0.00	\$0.00	(\$1,006.44)	
255	4' Schedule 40 PVC pipe	LF	\$9.03	1,572.00	\$14,195.16	659.00	2,231.00	\$20,145.93	\$5,950.77	
262	8" C909 PVC Class 150 Water Line	LF	\$55.18	85.00	\$4,690.30	190.00	275.00	\$15,174.50	\$10,484.20	
305	Conduit, 4" schedule 40 PVC, bored and trenched	LF	\$25.00	185.00	\$4,675.00	310.00	505.00	\$12,625.00	\$7,950.00	
424	Furnish & install median pavers	SF	\$17.31	3,724.00	\$64,462.44	-650.00	3,074.00	\$53,210.94	(\$11,251.50)	
					The "Totals" from Table B of the previous work sheet:		\$ -		\$62,014.41	\$62,014.41
					TOTALS		\$89,228.34		\$153,170.78	\$63,942.44

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Reason for Change

This change order will increase work by ten new contract work items, the reduction in quantity of two original bid items and the increase in quantity of 3 original bid items. The change order will result in Thirty-three (33) days time extension to the contract.

Item 233 – 30” Type ‘A’ Headwall:

History of why the change order occurred – Deletion of the original bid item, which was determine not to be required . See below.

Impact to the contract amount – A credit amount of \$1,005.44 to the base contract.

Impact to the project schedule – The project calendar day total is not affected.

Item 255 – 4’ Schedule 40 PVC pipe

Contractor was instructed to provide an additional 4” PVC conduit for cable services and electrical services that will be compensated under the existing contract bid item unit price.

History of why the change order occurred – Additional conduit runs were installed for the existing services for cable which could not be installed within the same conduit; alignment adjustment for the existing services and to continue to provide an spare conduit for future and

Impact to the contract amount – A total dollar amount of \$5,950.77 is approved.

Impact to the project schedule – The project calendar day total is not affected.

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Item 262 – 8” C909 PVC Class 150 Water Line (Related to PCO #054):

The contractor was asked to provide additional 8” PVC water main, which would be compensated under the existing contract bid item unit price.

History of why the change order occurred – After the start of the construction, it was observed that the existing as-built condition of the existing 8” water main would be under the future MSE #4 - retaining wall. This cost is for the relocation of the existing water main to the outside/from under the retaining wall.

Impact to the contract amount – A total dollar amount of \$10,484.20 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 305– Conduit, 4” Schedule 40 PVC, Bored and Trenched:

Contractor was requested to provide additional conduit runs, which will be compensated under the existing contract bid item unit price.

History of why the change order occurred – An additional conduit run to compensate for the as-built condition found at the new Arapaho Rd/ Addison Rd intersection traffic control system. Also, additional conduit quantity to avoiding existing under ground obstructions.

Impact to the contract amount – A total dollar amount of \$7,750.00 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 424 – Furnish and Install Median Pavers (PCO #062):

History of why the change order occurred – Adjustments to the median at the railroad grade crossings to make the look of the roadway crossing uniform.

Impact to the contract amount – A credit amount of \$11,251.50 to the base contract.

Impact to the project schedule – The project calendar day total is not affected.

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Item 1238 – Relocate existing 8” Valve and Main (PCO # 054):

Contractor directed to locate, excavate and remove the driveway entrance to fine the existing valve to isolate the section of the 8” water main to be relocated. The Contractor claimed \$1,267.29 for the relative work that was incurred.

History of why the change order occurred – After the start of the construction, it was observed that the existing as-built condition of the existing 8” water main would be under the future MSE #4 - retaining wall. This work didn’t directly impact the critical path of the project.

Impact to the contract amount – The dollar amount of \$1,267.29 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1239 – Demo of Existing SBC Manhole (PCO #045):

Contractor claimed two additional days for the remove the existing SBC Manhole which was in the way of the new 12” Sanitary Sewer installation. Contractor also claims \$1,432.78 for additional costs incurred.

History of why the change order occurred – Due to the time frame, the contractor was asked to remove the manhole instead of waiting for SBC, not to delay the contract schedule. This work didn’t directly impact the critical path of the project.

Impact to the contract amount – The dollar amount of \$1,432.78 is approved.

Impact to the project schedule – Impact to the project schedule – The contractor has claimed two additional day for this work. This work did not affect the critical path of the project. The project calendar day total is not affected.

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Item 1240 – Future Irrigation Water Tap at Surveyor Blvd. (PCO #030):

Contractor was requested by the Town of Addison to install an additional water tap for future irrigation for existing property adjacent to the Arapaho Roadway. The Contractor claimed \$4,568.84 for the relative work that was incurred.

History of why the change order occurred – Initial paint specified for the Pedestrian Railing was a System II vinyl paint. After reviewing the specifications and expected performance with the contractor and his paint subconsultant it was determined that a Carboline acrylic paint system was more advantageous to the pedestrian rail. This work didn't directly impact the critical path of the project.

Impact to the contract amount – The dollar amount of \$4,568.84 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1241 – Future Tie-in along Midway road /Irrigation System (PCO #30):

Contractor claims \$13,698.14 for additional costs incurred with days to be determined.

History of why the change order occurred – In the beginning of the contract, it was decided by the Town of Addison to provide the area with additional access for water source. Change were issued to the contract changing the Tie-in to the existing 16" Water main and adding new 4" & 6" water main line with valves.

Impact to the contract amount – The dollar amount of \$13,698.14 is approved.

Impact to the project schedule – The contractor has claimed additional day for this work to be determined. This work did not affect the critical path of the project. The project calendar day total is not affected.

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Item 1242 – Related Cost for the Extension of MSE#2 (PCO #044):

Contractor claims \$1,749.99 for costs incurred not covered by bid items.

History of why the change order occurred – During the construction, it was determine to extend the MSE wall along the property of Bullough/Lyko. This would lessen the impact to the adjacent property during the construction. This cost was incurred by the modification to the drainage system. This work didn't directly impact the critical path of the project.

Impact to the contract amount – The dollar amount of 1,749.99 was approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1243 – T-4 Railing Transition Adjustments (PCO #):

Contractor claims \$917.38 for additional costs incurred.

History of why the change order occurred – The Contractor was directed in the field to change formwork to modify some conflicting condition along the T-4 Transition end. This work didn't directly impact the critical path of the project.

Impact to the contract amount – The dollar amount of \$917.38 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1244 – 'Y'-Inlet Converted to Grate Inlet:

Contractor claims \$300.00 for additional material costs incurred..

History of why the change order occurred – Contractor was directed to place an cast iron frame and grating on the top of an type 'Y'-inlet base to prevent an obstruction within the pavement at the end of the Watson & Talyor storage driveways. This work didn't directly impact the critical path of the project.

Impact to the contract amount – A total dollar amount of \$300.00 is approved.

Impact to the project schedule – The project calendar day total is not affected.

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Item 1245 – Aviation Lights on top of Street Poles (PCO #064):

Contractor claims \$13,698.14 for additional costs incurred with days to be determined.

History of why the change order occurred – The Town of Addison has requested Aviation Red light of the top of the street pole that will be along Arapaho Road near the Addison Airport.

Impact to the contract amount – A total dollar amount of \$16,626.77 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1247 – Diaphragm Concrete Mixed Design (PCO #5058):

Contractor claimed five (5) additional days for the of the Concrete Mixed Design change. Contractor also claims \$932.77 for additional costs incurred

History of why the change order occurred – Due to the tight tolerances with the reinforcing steel within the span 9 diaphragms, it was determined to change the aggregate to a smaller size to allow for a better consolidation of the concrete during the placement.

Impact to the contract amount – A total dollar amount of \$932.77 is approved.

Impact to the project schedule – The project calendar days will be extended five days, which allow for the testing of the new mix design.

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Item 1248 – Diaphragm Rebar Conflicts (PCO #053):

Contractor claimed Twenty-eight (28) additional days for the conflicts with the diaphragm rebar splice coupler, rebar conflicts and re-fabrication of the rebar for the adjusting within the diaphragms in span 9. Contractor also claims \$10,520.45 for additional costs incurred

History of why the change order occurred – Changes to the details, fabrication and installation for the rebar within diaphragm for span 9, delay the placement of concrete for the diaphragms which is on the critical path of the project.

Impact to the contract amount – A dollar amount of \$10,520.45 is approved.

Impact to the project schedule – The project calendar days will be extended Twenty-eight days.

HNTB Corporation



Guy Van Baulen

TOWN OF ADDISON, TEXAS

ARAPAHO ROAD - PHASE III

Project No. 04-022

CHANGE ORDER NO. 5

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY		HOURLY RATE

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT + PREVIOUSLY REVISED		CHANGE ORDER	REVISED CONTRACT		CHANGE ORDER
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/UNDERRUN
1238	Relocate existing 8" Valve and Main	LS	\$1,267.29		\$0.00	1.00	1.00	\$1,267.29	\$1,267.29
1239	Demo of Existing SBC Manhole	LS	\$1,432.78		\$0.00	1.00	1.00	\$1,432.78	\$1,432.78
1240	Future irrigation tap at Surveyor Blvd.	LS	\$4,568.84		\$0.00	1.00	1.00	\$4,568.84	\$4,568.84
1241	Future Watermain Service and Tie-in.	LS	\$13,698.14		\$0.00	1.00	1.00	\$13,698.14	\$13,698.14
1242	Related cost to Extension of MSE# 2	LS	\$1,749.99		\$0.00	1.00	1.00	\$1,749.99	\$1,749.99
1243	T-4 Railing Transition Adjustments	LS	\$917.38		\$0.00	1.00	1.00	\$917.38	\$917.38
1244	Y Inlet converted to Grate Inlet	LS	\$300.00		\$0.00	1.00	1.00	\$300.00	\$300.00
1245	Aviation Lights on top of Street Poles	EA	\$16,626.77		\$0.00	1.00	1.00	\$16,626.77	\$16,626.77
1246	Ashplatic Grade crossing-2" drop slab	LS	\$14,000.00		\$0.00	1.00	1.00	\$14,000.00	\$14,000.00
1247	Diaphragm Concrete Mix Design	LS	\$932.77		\$0.00	1.00	1.00	\$932.77	\$932.77
1248	Diaphragm Rebar Conflicts	LS	\$10,520.45		\$0.00	1.00	1.00	\$10,520.45	\$10,520.45
		LS					0.00		
		EA					0.00		
		LS					0.00		
TOTALS					\$ -			\$66,014.41	\$66,014.41

EXTRA
DAYS → 28

TOWN OF ADDISON, TEXAS

ARAPAHO ROAD - PHASE III

Project No. 04-022

CHANGE ORDER NUMBER: 4

1. CONTRACTOR: Archer Western Contractors

2. Change Order Work Limits: Sta. 34+07 to Sta. 87+88

3. Describe the work being revised:

See Attached Reason Sheet

4. Work to be performed in accordance with Items: See attached Tables

5. New or revised plan sheet(s) are attached and numbered: SW-17, SW-24, IR-6;SGT-HB-03A, MBGF-03A

6. New general notes to the contract are attached: Yes No

7. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i>	The following information must be provided	
	Time Ext. #: <u>1</u>	Days added on this CO: <u>20</u>
	Amount added by this change order: <u>\$72,410.54</u>	
THE CONTRACTOR	Date _____	
By _____		
Typed/Printed Name _____		
Typed/Printed Title _____		

RECOMMENDED FOR EXECUTION:

_____	Date _____	<input type="checkbox"/> APPROVED	Town of Addison Director of Public Works	Date _____
Construction Inspector	Date _____			
_____	Date _____	<input type="checkbox"/> APPROVED	Town of Addison Asst. Public Works Director	Date _____
Project Manager	Date _____			
_____	Date _____	<input type="checkbox"/> APPROVED	Town of Addison Asst. City Engineer	Date _____
	Date _____			

TOWN OF ADDISON, TEXAS

ARAPAHO ROAD - PHASE III

Project No. 04-022

CHANGE ORDER NO. 4

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY			HOURLY RATE

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT + PREVIOUSLY REVISED		CHANGE ORDER	REVISED CONTRACT		CHANGE ORDER
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/UNDERRUN
1224	Relocating Fence at Storage Facility	LS	\$554.76		\$0.00	1.00	1.00	\$554.76	\$554.76
1225	9x5 Box Culvert Modification-Gas&SBC Main	LS	\$3,202.48		\$0.00	1.00	1.00	\$3,202.48	\$3,202.48
1226	Paint System for T4 Railing	LS	\$18,351.45		\$0.00	1.00	1.00	\$18,351.45	\$18,351.45
1227	Paint System for Pedestrian Railing	LS	\$11,113.89		\$0.00	1.00	1.00	\$11,113.89	\$11,113.89
1228	Comfort Suite - Irrigation System along ROW	LS	\$3,577.65		\$0.00	1.00	1.00	\$3,577.65	\$3,577.65
1229	Closing Opening in Exist. Box Culvert	LS	\$551.65		\$0.00	1.00	1.00	\$551.65	\$551.65
1230	10x6 Box Culvert Modification-Sanitary Sewer	LS	\$4,315.26		\$0.00	1.00	1.00	\$4,315.26	\$4,315.26
1231	Furnish & install SGT(8)-HB03A TXDOT Type	EA	\$2,806.41		\$0.00	2.00	2.00	\$5,612.82	\$5,612.82
1232	New Lateral C-3A Tie-In	LS	\$524.36		\$0.00	1.00	1.00	\$524.36	\$524.36
1233	Police Escort U-Beam Delivery	LS	\$672.00		\$0.00	1.00	1.00	\$672.00	\$672.00
1234	Pedestrian Rail Pennant Material Cost	LS	\$3,075.61		\$0.00	1.00	1.00	\$3,075.61	\$3,075.61
1235	Traffic Signal Foundation T-1 & T-4 Changes	LS	\$1,524.90		\$0.00	1.00	1.00	\$1,524.90	\$1,524.90
1236	Furnish & install MBGF Inlet posts	EA	\$138.07		\$0.00	3.00	3.00	\$408.21	\$408.21
TOTALS					\$ -			\$53,485.04	\$53,485.04

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 4

Reason for Change

This change order will increase work by thirteen new contract work items, the reduction in quantity of one original bid items and the increase in quantity of 3 original bid items. The change order will result in twenty (20) days time extension to the contract.

Item 151 - SGT (8)-03A Single Guardrail System (Related PCO #46):

History of why the change order occurred – Deletion of the original bid item, which is replaced by the new Item 1231.

Impact to the contract amount – A credit amount of \$4,924.50 to the base contract.

Impact to the project schedule – The project calendar day total is not affected.

Item 224 – 8-foot recessed Inlet (Related to PCO #48):

Contractor was instructed to provide an additional 8-foot recessed inlet to be compensated under the existing contract bid item unit price.

History of why the change order occurred – The 8-foot standard inlet was relocated to station 44+85 to eliminate a conflict with the required T4 rail and reduce the impact of the construction on the adjacent property owner. To eliminate these conditions the inlet was installed at the end of the T4 Rail.

Impact to the contract amount – A total dollar amount of \$1,750.00 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 228 – 2-Grate Inlet:

The contractor was asked to provide additional 2-Grate Inlets, which would be compensated under the existing contract bid item unit price.

History of why the change order occurred – After the start of the construction, it was observed that storm water runoff from adjacent properties would be trapped or have an excessive sheet flow. Due to these conditions, several areas were redesign to collect the storm water runoff into the future box culverts.

Impact to the contract amount – A total dollar amount of \$16,100.00 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 322 – Lighting Control Center:

Contractor was requested to provide one additional lighting control center, which will be compensated under the existing contract bid item unit price.

History of why the change order occurred – The Town of Addison requested the additional lighting control center be installed to separate the pedestrian and street lighting systems from being controlled by one cabinet and meter.

Impact to the contract amount – A total dollar amount of \$6,000.00 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1224 – Relocate Fence at Storage Facility (PCO #14):

History of why the change order occurred – Existing fire hydrant needed to be relocated per construction plans. The temporary security fence constructed along the Watson-Taylor storage facility had to be relocated in order to relocate the fire hydrant.

Impact to the contract amount – The dollar amount of \$554.76 is approved.

Impact to the project schedule – The contractor has not claimed additional days for this work. The project calendar day total is not affected.

Item 1225 – 9x5 Box Culvert Modification-conflict with existing Gas & SBC services (PCO # 19):

Contractor claims a sixteen day delay in being able to lay box culverts A & B due to a conflict with an existing gas line and an SBC ductbank. Contractor also claims \$3,202.48 for additional costs incurred.

History of why the change order occurred – During the installation of the storm sewer box culvert a conflict developed with an existing main and an abandoned SBC ductbank. A new design was developed in order to incorporate the gas line encasement into the bottom slab of the storm sewer box culvert. This work directly impacted the critical path of the project.

Impact to the contract amount – The dollar amount of \$3202.48 is approved.

Impact to the project schedule – The project calendar days will be extended sixteen days.

Item 1226 – Paint System for the T4 Railing (PCO #24):

Contractor was asked to change to a more durable paint system, more suitable for steel application.

History of why the change order occurred – Initial paint specified for the Pedestrian Railing was a System II vinyl paint. After reviewing the specifications and expected performance with the contractor and his paint subconsultant it was determined that a Carboline acrylic paint system was more advantageous to the pedestrian rail.

Impact to the contract amount – The dollar amount of \$18,351.45 is approved.

Impact to the project schedule – The contractor has not claimed additional days for this work. The project calendar day total is not affected.

Item 1227 – Paint System for the Pedestrian Railing (PCO #24):

Contractor was asked to change to a more durable paint system, more suitable for steel application.

History of why the change order occurred – Initial paint specified for the Pedestrian Railing was a System II vinyl paint. After reviewing the specifications and expected performance with the contractor and his paint subconsultant it was determined that a Carboline acrylic paint system was more advantageous to the pedestrian rail.

Impact to the contract amount – The dollar amount of \$11,113.89 is approved.

Impact to the project schedule – The contractor has not claimed additional days for this work. The project calendar day total is not affected.

Item 1228 – Comfort Suite – Irrigation System in along ROW (PCO #30):

Contractor claims \$3,577.65 for additional costs incurred to add 3 additional irrigation zones.

History of why the change order occurred – During design of the project this area was not designed to have irrigation due to existing irrigation coverage. During construction it was noted that the irrigation system in place was owned by a private land owner. The Town made the decision to cover this area with irrigation within their own right of way limits

Impact to the contract amount – The dollar amount of \$3,577.65 is approved.

Impact to the project schedule – The contractor has not claimed additional days for this work. The project calendar day total is not affected.

Item 1229 – Closing Existing Opening in Box Culvert (PCO #41):

Contractor claims a one day delay in closing the opening in the existing Box Culvert. Contractor also claims \$551.65 for additional costs incurred.

History of why the change order occurred – During the construction of the new storm sewer box culvert lines A & B, the existing box culvert line B was found to have two abandoned pipes connected to the culvert which had to be removed to construct line A. The opening created by the removal of the abandoned pipe from the existing box culvert had to be sealed.

Impact to the contract amount – The dollar amount of \$551.65 is approved.

Impact to the project schedule – The contractor has claimed one additional day for this work. This work did not affect the critical path of the project. The project calendar day total is not affected.

Item 1230 – 10x6 Box Culvert Modification-conflict with existing Sanitary Sewer (PCO #42):

Contractor claims a two day delay in being able to lay box culverts A & B due to a conflict with an existing sanitary sewer at Surveyor Blvd. Contractor also claims \$4,315.26 for additional costs incurred.

History of why the change order occurred – During the installation of the storm sewer box culvert, a conflict developed with an existing sanitary sewer. A new design was developed in order to incorporate the sanitary sewer encasement into the bottom slab of the storm sewer box culvert.

Impact to the contract amount – The dollar amount of \$4,315.26 is approved.

Impact to the project schedule – The contractor has claimed two additional days for this work. This work did not affect the critical path of the project. The project calendar day total is not affected.

Item 1231 – SGT (8) HB-03A Single Guardrail System (PCO #46):

Contractor was asked to provide the single guardrail system utilizing a steel post application. Contractor provided a new price per each installation.

History of why the change order occurred – During the submittal process it was discovered that there was a conflict between the bid item description and the notation on the contract plans. The contractor was requested to provide a price for the installation of a single guardrail system utilizing a steel post application.

Impact to the contract amount – A total dollar amount of \$5,612.82 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1232 – Tie-in of new lateral C-3A (PCO #48):

Contractor was requested to provide a cost proposal for the addition of an inlet and all related work along the south side of the East bound traffic lanes at station 80+76.88.

History of why the change order occurred – The roadway alignment across the existing railroad track had to be redesigned due to DGN&O railroad changes to the elevation of the existing rail grade crossing after construction began. Since the designed drainage system had been installed prior to the changes, the new inlet would have to be installed at the new low point along the future roadway.

Impact to the contract amount – A total dollar amount of \$524.36 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1233 – Police Escort for U-Beam Delivery (PCO #50):

Contractor was requested have the delivery of the bridge U-beams at night. This required the contractor to have a police escort through intersections within the Dallas City Limits.

History of why the change order occurred – The contractor original schedule of the delivery of the U54-beams was during day light hours. At the request of the Town of Addison, the first delivery was re-scheduled to after midnight. This created a safety issue of moving the large beams at night through the street intersections. The Dallas police was contracted to provide safe passage through the intersections within their jurisdiction.

Impact to the contract amount – A total dollar amount of \$672.00 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1234 – Pedestrian Rail Pennant Material (PCO #51):

Contractor claims \$3,075.61 for additional costs incurred to change the original gauge steel for the pennant application to the pedestrian. This change was determined during the shop drawing submittal procedure.

History of why the change order occurred – After several discussion between the railing manufacture and designer, it was decided to increase the gage thickness to provide a better wieldable steel to prevent buckling and warping that might occur during the attachment of the pennant steel to the railing, while still providing a strong attachment and cleaner look to the surface of the pedestrian railing.

Impact to the contract amount – A total dollar amount of \$3,075.61 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1235 – Traffic Signal Foundation Changes (PCO #57):

Contractor was requested to provide a cost proposal to change the size of two traffic signal foundations.

History of why the change order occurred – The change in the size of the two traffic signal foundations occurred due to the as-built condition of the existing traffic signal anchor bolt pattern being different than what was expected in the plans. The differing anchor bolt pattern was in conflict with newer standards that exist for the required size of the foundation in relationship to anchor bolt pattern dimension.

Impact to the contract amount – A dollar amount of \$1,524.90 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1236 – MBGF Inlet Posts (PCO #46):

Contractor was requested provide a unit price to provide an inlet mounted guardrail fence post.

History of why the change order occurred – The 8-foot standard inlet was relocated to station 44+85 to eliminate a conflict with the required T4 rail and reduce the impact of the construction on the adjacent property owner. To eliminate these conditions the inlet was installed at the end of the T4 Rail.

Impact to the contract amount – A total dollar amount of \$408.21 is approved.

Impact to the project schedule – The project calendar day total is not affected.

PCO #6 – Oncor Redesign of Conduit Crossing

Item 1202 – Contractor claims a fourteen day delay in being able to lay box culverts A & B due to TXU electrical conduit being altered for clearance requirements set by DWU and TXU. Contractor claims ten day delay between 08/30/04 and 09/09/04. Contractor also claims a four day delay for laying the box in reverse.

History of why the change order occurred – After the project was bid, TXU Electric notified HNTB of a requirement to have a minimum cover of three foot cover over the electrical conduit. During the construction of the conduits we were informed by DWU they needed five foot of clearance between their top of pipe and the electrical conduit.

Impact to the contract amount – The dollar amount of 7,841.51 was approved on change order # 2.

Impact to the project schedule – The ten day portion of the claim is denied due to the critical path not being exceeded as referenced in a letter from HNTB to Archer Western Contractors, Ltd. dated June 3, 2005. The four day claim for laying the box is reverse is agreed to. The project calendar days will be extended four days.

HNTB Corporation

Guy Van Baulen

Draft

TOWN OF ADDISON, TEXAS
ARAPAHO ROAD - PHASE III
Project No. **04-22**

CHANGE ORDER NUMBER: 02

1. CONTRACTOR: Archer Western Contractors

2. Change Order Work Limits: Sta. _____ to Sta. _____

3. Describe the work being revised:

4. Work to be performed in accordance with Items: See attached Tables

5. New or revised plan sheet(s) are attached and numbered: _____

6. New general notes to the contract are attached: Yes No

7. New Special Provisions to Item _____ No. _____, Special Specification Item _____ are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit, or loss of compensation as a result of this change.</small></p> <p>THE CONTRACTOR _____ Date _____</p> <p>By _____</p> <p>Typed/Printed Name _____</p> <p>Typed/Printed Title _____</p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$17,548.18</u></p>
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RECOMMENDED FOR EXECUTION:

Construction Inspector Date

Project Manager Date

Design Engineer's Seal:

 APPROVED Town of Addison (Title) Date

 APPROVED Town of Addison (Title) Date

 APPROVED Town of Addison (Title) Date

Pending Change Orders

Date Rec'd	AW #	HNTB #	Change Order #	Bid Item	Description	Quantity	Unit Price	Cost Submitted	Status
New Items Addition									
8/24/2004	PCO-01	1	1	1201	Security Fence a Reservoir			\$ 8,508.94	Letter issued - Do not agree Letter to be issued
9/2/2004	PCO-02	2	2	1202	2" water tap for future irrigation @ Surveyor Blvd. Wiring to tie-in to new irrigation system Moving A - control near pump station			\$ 1,912.45	
9/30/2004	PCO-05	7	2	1204	Inconvenience Sign - Two (2) signs			\$ 278.59	OK
10/13/2004	PCO-06	5	2	1205	Cement Stablized Sand For TXU Conduit- 250 tons		\$ 31.37	\$ 7,841.51	Evaluated - OK
10/26/2004	CO#3	N/A	N/A		TXU Duct Bank at Midway Road		LS	\$ 521,472.40	Request - Price Rejected by Town - Letter issued
	PCO-07	15	2		Curb and Gutter with Slotted 12" CMP Drain 12" CMP Dirt Mounds over TXU Conduit Curb and Gutter RCB Lateral Tie in		\$ 184.00	\$ 36,800.00	Letter to be Issued
								\$ 85.21	
							\$ 51.13	\$ 23,008.50	
		15A			Demo and Replace Existing Concrete Around Inlets			\$ 2,679.57	Letter to be Issued
		15B			Demo and Replace Existing Asphalt Around Inlets			\$ 606.44	Letter to be Issued
4/5/2005	PCO-08	17	4	1224	Relocate Fence at Storage Building		\$ 554.76		Letter to be Issued

9/9/2005	PCO-12	37	5		60" RCCP Waterline and Value 6" valve by pass piping variations 60" butterfly valve support slab modifications New 10" air release assembly and 12" ductile iron air release laterals 6" Blowoff piping and manhole change	95 FT. 15 FT.	\$ 1,413.99	\$ 21,209.85 \$ -5,191.06 \$ 3,124.50 \$ 55,135.78 \$ 11,230.40 \$ 95,891.59	57,600 → \$3000+
11/9/2004	PCO-13	4	2	1206	Install Isolation Valve on 8" Waterline			\$ 937.94	Letter issued -9/13/04
9/16/2004	PCO-17	3	2	1203	Relocating the existing Comfort Suite irrigation system from under the future sidewalk and onto comfort Suite ROW			\$ 3,488.71	OK
7/19/2005	PCO-19	16	4	1225	9X5 Modifications over 8" Gas Line & SBC Casing at Midway Rd 16- Day's Delay		LS	\$ 3,202.48	To be Reviewed
10/18/2004	PCO-21	N/A	N/A	N/A	8" Waterline Relocation and Lateral A-22 Conflict No Copensation - Lowered 8"main under Bid Item				Paid Under Bid Item
11/9/2004	PCO-23	8	2	1207	Steel Casing Encasement for Sanitary sewer			\$ 3,750.95	OK
11/9/2004	PCO-24A	9	2	1208	Tnemenc paint for Arch			\$ 18,788.37	OK
11/9/2004 6/21/2005 7/11/2005 7/12/2005	PCO-24B	9B	4	1226 1227	Paint System for T4 Railing & Pedestrian Railing New Price for each rail using Carboline Paint System		LS LS	\$ 29,465.34	Letter issued-rejecting Breakdown request- Letter issued -8/10/05
11/11/2004	PCO-25	10A 10B	2	1209	Access handhole in stringer Electric Conduit change Qty Change to 180LF		LS	#VALUE! \$ 4,504.32	OK Letter to be Issued
12/13/2004	PCO-26	12	2	1210 to 1213	Change over to Gasket Piping at Brickyard			\$ 23,995.97	OK
4/5/2005 4/26/2005	PCO-27	18			Weld Splice at Span 9 Beam Connection Beam Splice Breakdown			\$ 5,679.00	Letter issued -4/6/05 To be Reviewed

1/14/2005	PCO-28	13	2	1214	Install 12" Isolation Gate Valves			\$ 3,200.00	OK
				1215	Relocate Building Service			\$ 1,485.02	OK
				1216	Lowering of existing 12" main complete - LF			\$ 11,344.96	OK
1/14/2005	PCO-29	14	2	1217	Portable Changeable Message Boards		\$ 135.00	\$ 31,050.00	OK
4/5/2005	PCO-30	19			Additional Utility and Irrigation Work See Below				
9/8/2005		19A	5	1240	Surveyor Blvd.	1	\$ 4,905.00		Rejected
9/30/2005						1	\$ 4,903.14	\$ 4,903.14	Rejected
						1	\$ 4,568.84	\$ 4,568.84	OK to Apply to CO#5
9/8/2005		19B	5	1241	Midway Road		\$15,375.66		To be Reviewed
9/30/2005							\$15,374.09		
						1	\$13,698.14	\$ 13,698.14	OK to Apply to CO#5
		19C	4	1228	Comfort Suite - Irrigation System in front of ROW				To be Reviewed OK to Apply to CO#4
		19D			Addison Road Dropped work - moved Tap to near Comfort Suites				To be Reviewed Dropped
5/4/2005	PCO-37	20	5	1238	Locate Existing 8" Valve @ Comfort Suite				Letter Issued-5/2/05
5/16/2005									Letter Issued-5/10/05
9/8/2005					Additional Changes for 8"waterline relocation	1	\$ 1,267.29	\$ 1,317.44	Letter Issued-5/24/05
9/20/2005								\$ 1,267.29	OK to Apply to CO#5
7/19/2005	PCO-41	23	4	1229	Forming & Placing Concrete Closing Opening in Exist. Box Convert			\$ 551.65	Letter Issued-8/12/05
7/19/2005	PCO-42	24	4	1230	10' X 6' RCB Conflict at Surveyor Blvd. Sanitary Sewer Casing (2-Day's)		LS	\$ 4,315.26	
8/29/2005	PCO-44	34	5	1242	Cost related to MSE #2 Extension	1	\$ 1,749.99	\$ 1,749.99	8/12/2005 OK to Apply to CO#5
7/19/2005	PCO-45	25	5	1239	Demo of Existing SBC Manhole / Conflict with Sanitary Sewer	1	\$ 3,905.51	\$ 3,905.51	
9/8/2005					2 - Day Delay Claim		\$ 1,494.36		
9/20/2005					Revised backup for costs	1	\$ 1,432.78	\$ 1,432.78	OK to Apply to CO#5
6/23/05	PCO-46	21	4	1231	SGT (8)HB - 03A Guard Rail System Clarification \$2,806.41/ea	2	\$ 2,806.41	\$ 5,612.82	
				151	SGT (8)-03A Single Guardrail Terminal Deduction	150	\$ (32.83)	\$ (4,924.50)	
				1236	MBGF Inlet Post - Furn. & Install.	3	\$ 136.07	\$ 408.21	
6/23/2005	PCO-48	22	4	1232	New Lateral C - 3A: Additional Inlet, RCP pipe & Tie-in		LS		
				Rej.	1 - 4ft Recessed Inlet = \$ 1,964.78/EA				
					1 - Tie-in to installed RCP Pipe = \$ 524.36/EA				
				224	Addition 8ft recessed Inlet at Bid Item Cost	1	EA		

DEC 6th - DEADLINE

7/19/2005	PCO-50	26	4	1233	Police Escort for Delivery of U-Beams Thru Dallas		LS	\$ 672.00	Letter Issued 8/12/2005
9/9/2005	PCO-52	36	N/A		Rework forms on West End of Charater Furniture Lot Dropped	1		\$ 860.40	
7/19/2005	PCO-51	27	4	1234	Pedestrian Rail Pennant Material & Welding Changes		LS	\$ 3,075.61	
9/20/2005	PCO-54	38	5	1243	T-4 Transition Adjustment - Formwork	1	LS	\$ 917.38	OK to Apply to CO#5
8/31/2005	PCO-55	35	5		Type C Lighting Changes (3 parts) Additional Drivers - 72 Additional TVSS - 72 Fabrication of new Reflectors	1	LS	\$ 11,907.24	URS TO COMMENT
8/11/2005		28	4	1235	Traffic Signal Foundation Enlargement		LS	\$ 1,500.00	Letter Issued
8/29/2005	PCO-57				Received PCO with changed cost will process		LS	\$ 1,524.90	Place on CO#4
8/19/2005	PCO-62	31	5	1246	Railroad Grade Crossing Ashplat Tie-in	1	LS	\$ 9,197.96	At time of meeting requested further breaddown by mob & Tonnage
9/9/2005 10/4/2005					2" Drop Slap at Rail Road Tracks Revised cost w/Addison road tie-in	1		\$ 15,108.86	
8/16/2005		29	4	322	Additional Lighting control center	1		\$ 6,000.00	\$ 6,000.00
8/15/2005		30	5	1245	Aviation Light on Top of Street Lights		LS		Letter Issued
8/31/2005	PCO-64				Rec'd proposal for Lights & Wire			\$20,000.00	\$ -
9/18/2005					Adjusted proposal for 11 street lights w/red aviation light on top	1		\$16,626.77	\$ 16,626.77
		32	5	1244	Change of Top for 'Y' Inlet	1	LS	\$ 300.00	OK to Apply to CO#5
		33			Span #9 - Diaphragms Coupler Splicer in Diaphragms # 9, 10 & 11 Rebar Conflict Diaphragm #6		LS		URS TO COMMENT
9/8/2005		39			Stinger Shape Letter from Archer Western				URS TO COMMENT

**Tariff for Retail Delivery Service
TXU Electric Delivery Company**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

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Revision: Original

6.3.1 Facilities Extension Agreement

Project Number

WR Number 2157151

Region/District Farmers Branch

This Agreement is made between Town of Addison, hereinafter called "Customer" and TXU Electric Delivery, a Texas corporation, hereinafter called "Company" for the extension of Company Delivery System facilities, as hereinafter described, to the following locations on Arapaho Road: on the north side of the road, 1200 feet east of Surveyor, from 10 feet east in the existing line; on the north side of the road, 260 feet west of Midway Road, from 10 feet east in the existing line; and on the south side of the road, 188 feet west of Addison Road, from 10 feet east in the existing line.

The Company has received a request for the extension of: (check all that apply)

STANDARD DELIVERY SYSTEM FACILITIES TO NON-RESIDENTIAL DEVELOPMENT

Company shall extend standard Delivery System facilities necessary to serve Customer's estimated maximum demand requirement of _____ kW ("Contract kW"). The Delivery System facilities installed hereunder will be of the character commonly described as _____ volt, _____ phase, at 60 hertz, with reasonable variation to be allowed.

STANDARD DELIVERY SYSTEM FACILITIES TO RESIDENTIAL DEVELOPMENT

Company shall extend standard Delivery System facilities necessary to serve:

_____ All-electric residential lot(s)/apartment units, or
(Number of lots/units)

_____ Electric and gas residential lot(s)/apartment units.
(Number of lots/units)

The Delivery System facilities installed hereunder will be of the character commonly described as _____ volt, _____ phase, at 60 hertz, with reasonable variation to be allowed.

NON-STANDARD DELIVERY SYSTEM FACILITIES

Company shall extend/install the following non-standard facilities:
TXU Electric Delivery will set five meters and install three points of delivery along Arapaho Road. Two meters, one for pedestrian and one for street lighting, will be set in Customer installed cabinets near station 45+50 of the Arapaho Road paving plans and served from a TXU ED installed subsurface box. Its source is an underground riser and overhead transformer installed on a new pole. One meter will be set in a Customer installed cabinet near station 57+87 to meter bridge lighting. Its source is an overhead transformer and underground riser installed on a new pole. Two meters, one for pedestrian and one for street lighting, will be set in Customer installed cabinets near station 85+70 and served from a TXU ED installed subsurface box. Its source is a new underground riser installed on an existing pole with overhead transformer.

ARTICLE I - PAYMENT BY CUSTOMER

**Tariff for Retail Delivery Service
TXU Electric Delivery Company**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

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At the time of acceptance of this Agreement by Customer, Customer will pay to Company One thousand nine hundred and forty Dollars (\$ 1940.00) as payment for the Customer's portion of the cost of the extension of Company facilities, in accordance with Company's Facilities Extension Policy, such payment to be and remain the property of the Company.

ARTICLE II - NON-UTILIZATION CLAUSE FOR STANDARD DELIVERY SYSTEM FACILITIES

This Article II applies only to the installation of standard Delivery System facilities.

- a. The amount of Contribution in Aid of Construction ("CIAC") to be paid by Customer under Article I above is calculated based on the estimated data (i.e., Contract kW or number and type of lots/units) supplied by Customer and specified above. Company will conduct a review of the actual load or number and type of lots/units at the designated location to determine the accuracy of the estimated data supplied by Customer. If, within two (2) years after Company completes the extension of Delivery System facilities, the estimated load as measured by actual maximum kW billing demand at said location has not materialized or the estimated number and type of dwelling units/lots at said location have not been substantially completed, Company will re-calculate the CIAC based on actual maximum kW billing demand realized or the number and type of substantially completed dwelling units/lots. For purposes of this Agreement, a dwelling unit/lot shall be deemed substantially completed upon the installation of Company's meter. The installation of a Company meter in connection with Temporary Delivery Service does not constitute substantial completion.

- b. Customer will pay to Company a "non-utilization charge" in an amount equal to the difference between the re-calculated CIAC amount and the amount paid by Customer under Article I, above. Company's invoice to Customer for such "non-utilization charge" is due and payable within fifteen (15) days after the date of the invoice.

ARTICLE III - TITLE AND OWNERSHIP

Company at all times shall have title to and complete ownership and control over the Delivery System facilities extended under this Agreement.

ARTICLE IV - GENERAL CONDITIONS

Delivery service is not provided under this Agreement. However, Customer understands that, as a result of the installation provided for in this Agreement, the Delivery of Electric Power and Energy by Company to the specified location will be provided in accordance with Rate Schedule 6.1.1.6 Lighting Service – Schedule D, which may from time to time be amended or succeeded.

This Agreement supersedes all previous agreements or representations, either written or oral, between Company and Customer made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto and is not binding upon Company unless and until signed by one of its duly authorized representatives.

ARTICLE V - OTHER SPECIAL CONDITIONS

The Town of Addison agrees that the payment indicated in ARTICLE I of this Agreement shall be made within 30 days of the date the project is completed or the date the invoice is received, whichever is later.

ACCEPTED BY COMPANY:

Signature

Title

Date Signed

ACCEPTED BY CUSTOMER:

Signature

Title

Date Signed

Bl noc

Weekly Meeting Agenda

Date: Tuesday Aug. 23, 2005
Time 10:00 A.M.
Location: Field Office

Arapaho Road Phase III

I. Safety Issues

1. Maintain traffic control at Midway Road , Surveyor Blvd. & Addison Road
The Town suggested traffic barrels on Addison Road lane closure.
The V.P.'s appear to be working OK. 8-23-05.

II. Submittals/RFI's

1. Plaque
A/W received a description of the plaque but we still need a location.
2. Type B light fixtures
URS has the submittal
Guy said to install 1- 3/4" conduit from the outside beam to the Type B light location.
Where should the conduit be located?

1. @ Cancel
wed.
MTA.

III. Old Business

1. A/W awaiting details for revised 10" air release valve.
No response yet. 8-23-05
2. Received revised roadway grades for RR crossing areas.
A/W is calculating the difference in quantities and extra work related to grade changes. 6-14-05
The information has not been sent to HNTB. 7-19-05
Information has been given to HNTB.

IV. Change Orders

1. The Painting system has been decided and pricing will be submitted by 6-21-05.
The pricing has been submitted, Archer Western is awaiting a response.
HNTB has the pricing and requests additional information.
Two separate C.O.'s have been submitted.
Additional backup has been submitted.
HNTB has verbally approved Price, Guy is to send letter, approving the price 8-2-05
HNTB has verbally approved Price, Guy is to send letter, approving the price 8-16-05
Guy said letter would be delivered by the end of the week.
2. Irrigation Changes at Surveyor, Midway and Addison.

*PCO-30 was submitted in April 05.
Work will begin soon. 8-9-05
Work will begin soon. 8-16-05
Work will begin soon. 8-23-05*

V. New Business

- REC'D.
PRICING NOT
SUBMITTED
1. HNTB stated that the town will be requesting airport lights on street lights.
Jenny will check on this.
A/W has received a letter for the lights.
A/W will submit pricing.

2. Inlet protection.

3. Ditch east of Midway needs cleaned out.

4. T-4 transition at wall #2.

V. Misc.

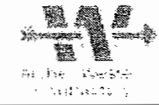
- GET
BACK IN
TO FINISHED
AREAS
1. Do we have an answer on the paving at the East RR Track?
 2. Sidewalk grades at water storage building and Surveyor Blvd.
 3. Sidewalk at Comfort Suites.
- PICK
TODAY!

VI. Schedule

- 1 Review Weekly Schedule

8/23/2005

ARAPAHO ROAD



SUBS/NOTES

Activity Description	Prod	Current Week						Next Week						Following Week						SUBS/NOTES	
		M	T	W	T	F	S/S	M	T	W	T	F	S/S	M	T	W	T	F	S/S		
		22	23	24	25	26	27	29	30	31	1	2	3	5	6	7	8	9	10		
Dirt and Utilities																					
Site Grading		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Backfill Paving		X	X	X	X	X	X	X	X	X	X	X									
Bridge Work																					
Diaphragms Span 9		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Deck Panels														X	X	X	X	X	X	X	
Overhangs/Decks/SEJ														X	X	X	X	X	X	X	
T 4 Rail		X	X	X	X	X	X														
Set T-4 Steel Rail				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Paving																					
Arapaho Rd.		X	X	X	X	X	X	X	X	X											
Parking Lots		X	X	X	X	X	X	X	X	X											
Miscellaneous/ Subs																					
Inlets		X	X	X	X	X	X	X	X	X	X	X									Inlet Spec
Electrical		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S & J
Saw/Seal				A	S					N	E	E	D	E	D						Primate
Flatwork					X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	American Landscape
Irrigation									X	X	X	X	X	X	X	X	X	X	X	X	American Landscape
Paint Bridge Spans 1-8								X	X	X	X	X	X	X	X	X	X	X	X	X	Scott Derr Painting
Mod. Ret. Wall & Fences														X	X	X	X	X	X	X	American Landscape

*from IT
of what on
cycloane
tests.*

*week
AFTER
NEXT.*

*70 bags
to be done*

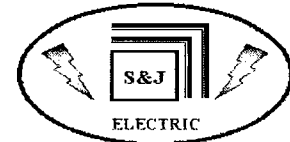
*next
week*

*START
on west
end of
go east.*

3 wks out!

3 WEEK SCHEDULE

August 22, 2005



S & J Electric
ARAPAHO ROAD PHASE III

Activity Description	Prod	Current Week						Next Week						Following Week						Notes
		M	T	W	T	F	S/S	M	T	W	T	F	S/S	M	T	W	T	F	S/S	
		22	23	24	25	26	27	29	30	31	1	2	3	5	6	7	8	9	10	
Traffic Signals																				
Switch Signals at Surveyor to new	Complete																			
Conduit and Cables																				
Drill shafts and Pour at Addison Rd	Complete																			
Pull in cable at Addison Rd.																				RFI Submitted on 8/22/05
Move signal Poles at Addison Rd.																				
Bridge Lighting																				
Rough-in Anchor Bolts and		X	X	X	X	X		X	X	X	X	X		X	X	X	X	X		
Conduit for F and G Lights																				
Rough-in Conduit for C Lights		X	X	X	X	X		X	X	X	X	X		X	X	X	X	X		
Rough-in Junction Boxes in Rail		X	X	X	X	X		X	X	X	X	X		X	X	X	X	X		
Rough-in Conduit for A, B, E		X	X	X	X	X		X	X	X	X	X		X	X	X	X	X		
Lights, and Receptacles																				
Run Conduit for Pwr at LDC A&B																				
Run Conduit and set GB1, 2, 3 at																				
No. 8																				
Rough-in Conduits in Diaphragms		X	X	X	X	X		X	X	X	X	X								
Install Ground Triangle at No. 8																				
Run Conduit for Type D Lights		X	X	X	X	X		X	X	X	X	X		X	X	X	X	X		
Run Conduit, set GB's at No. 11	Complete																			
Pedestrian/Street Lighting																				
Trench Conduit for Pedestrian				X	X	X		X	X	X	X	X								
Lighting East of Midway																				
Trench Conduit for Street Lights				X	X	X		X	X	X	X	X								
East of Midway																				
Drill & Pour shafts for Pedestrian								X	X	X	X	X		X	X	X	X	X		
& Street lights East Midway																				

NOTE:

GB= Ground Box

CHANGE ORDER LOG UNRESOLVED

JOB NAME: Arapaho Road
 WALSH PROJECT: #204059

LAST UPDATED:

AAS PCO #	C.P. #	AW LETTER DATE	ITEM DESCRIPTION	QTY	UNIT	STATUS	AMOUNT SUBMITTED	Contact Days Submitted	WHO'S COURT	COMMENTS
27	1	4/4/2005	FURNISH WELD SPLICE AT U-BEAMS SPAN # 9	1	LS	SUBM	\$23,482.00	18	HNTB	Plan Conflicts, Price Submitted, Price Rejected by HNTB, This item is in Dispute by AW, Ben furnished additional time on 8/27/05
30	5031	4/5/2005	IRRIGATION WORK AT SURVEYOR	1	LS	SUBM	\$4,905.20	2	AW	Move controller , changed service location, added meter & piping, Price submitted, Verbal approval requested by AW, No response from HNTB
30	5032	4/5/2005	IRRIGATION WORK AT MIDWAY	1	LS	SUBM	\$15,375.66		AW	Add Tee, valve, riser to provide irrg at west Midway, Price Submitted, No Response from HNTB
32	5035	8/29/2005	FURNISH GRATE INLET AT LATERAL A-1	1	LS	SUBM	\$300.00		HNTB	At Watson Taylor driveway, currently a Ty "Y" , price is to modify, HNTB Verbally Rejected, Work being Reconsidering
37	5035	5/4/2005	RELOCATE 8" WATERLINE AT COMFORT SUITES	1	LS	SUBM	\$1,609.25		HNTB	Price for demo & removal of line in driveway as requested by HNTB, Price Submitted, No response from HNTB, Ben furnished additional on 8/27/05
41	5038	7/19/2005	PLUG RCB LINE "B" AT MIDWAY	1	LS	SUBM	\$551.65	1	AW	Plug existing hole in box not shown, Force acct work, Price submitted, No Response from HNTB
42	5025	7/19/2005	10' X 6' RCB CONFLICT W/ SANT SEWER @ SURVEYOR	1	LS	SUBM	\$4,315.26	2	AW	Box culvert conflict with water line, Force acct work, Price submitted, No response from HNTB
45	5041	7/19/2005	DEMO SBC MANHOLE	1	LS	SUBM	\$3,905.51	2	HNTB	Conflicted with sewer line, Force acct work, Price submitted, No response from HNTB
	5043	8/16/2005	TXU POWER LINES @ MIDWAY	1	LS	SUBM	\$30,090.00	75	HNTB	TXU Delay in moving power lines at Midway Road, Drainage effected at east end of project
44	5039	8/29/2005	MSE WALL #2 EXTENSION PIPE CHANGES	1	LS	SUBM	\$1,813.33	TBD	HNTB	Wall #2 extended, Price for demo inlet, plug pipe only
54	5050	8/29/2005	REWORK FORMS- TRANSITION @ WALL #1	1	LS	SUBM	\$994.80		HNTB	Rework per HNTB sketch
	5056	8/29/2005	REVISED TRAFFIC SIGNAL FOUNDATION @ ADDISON RD	1	LS	SUBM	\$1,524.90	TBD	HNTB	Design change to increase foundation size
	5064	8/31/2005	FAA OBSTRUCTION LIGHTS	1	LS	SUBM	\$20,797.29	TBD	HNTB	Owner requested lights on illumination poles
						TOTALS	\$109,664.85	100		

C.P. #	C.O. #	AW LETTER DATE	ITEM DESCRIPTION	CHANGE ORDER SUBMITTAL REVIEW ACTION						
				QTY	UNIT	STATUS	AMOUNT SUBMITTED	AMOUNT APPROVED	DAYS REQSTD	COMMENTS
5001	1	8/24/2004	TEMPORARY FENCE AT DWU PUMP STATION	450	LF	APPRV	\$8,508.94	\$8,508.94		NO TEMPORARY FENCE PROVIDED IN PLANS
5002	2	9/2/2004	IRRIGATION WORK AT ADDISON PUMP STATION	1	EA	APPRV	\$1,912.45	\$1,912.45		RELOCATES TO AVOID CONFLICT
5003	2	10/12/2004	INFORMATION SIGNS	2	EA	APPRV	\$278.13	\$278.13		INFORMATION SIGNS
5004	2	10/13/2005	REDESIGN AT TXU ELECTRICAL CONDUITS	1	LS	APPRV	\$7,841.51	\$7,841.51	14	DRAWINGS DELAYED
5005	2	9/30/2004	INSTALL 8" INSULATION VALVE AT STORAGE BLDG	1	LS	APPRV	\$937.94	\$937.94		TO ALLOW RELOCATION DURING DAY TIME HOURS
5006	2		DELETE RAILROAD CROSSINGS FROM CONTRACT	-380	LF	APPRV	(\$140,980.00)	(\$140,980.00)		PER TOWN OF ADDISON
5007		10/18/2005	RELOCATE 8" WATERLINE AT STORAGE BLDG	8	LF	APPRV	\$1,165.00	\$1,165.00		QTY ADJUSTMENT, PAID FOR AS 8" WATERLINE LOWERING
5008	2	11/1/2005	FURNISH / INSTALL FLOW FILL AT STEEL CASING	1	LS	APPRV	\$3,750.95	\$3,750.95		SANITARY SEWER ENCASEMENT
5009	2	11/9/2005	PAINT ARCH	1	LS	APPRV	\$18,788.37	\$18,788.37		REVISED PAINT TYPE
5010	2	11/1/2005	STRUCTURAL STEEL MODIFICATIONS - STINGER	4	EA	APPRV	\$2,674.44	\$2,674.44		ADDED OPENING IN STINGER
5011	2	12/13/2005	FURNISH O-RING PIPE AT BRICKYARD	1	LS	APPRV	\$22,178.00	\$22,178.00		CHANGED RC PIPE TO GASKET PIPE DUE TO HAZARDOUS WATER
5012	2	1/14/2005	RELOCATE 12" WATERLINE AT SURVEYOR	1	LS	APPRV	\$16,029.92	\$16,029.92		CONFLICT WITH BOX CULVERT
5013	2	1/14/2005	FURNISH MESSAGE BOARDS	230	Day	APPRV	\$31,050.00	\$31,050.00		PER TOWN OF ADDISON
5014	2	9/16/2005	FURNISH IRRIGATION CHANGES AT COMFORT SUITES	1	LS	APPRV	\$3,488.71	\$3,488.71		RELOCATES
5024	2	1/4/2005	6" CRCP REVISIONS	5470	SY	APPRV	(\$19,887.00)	(\$19,887.00)		CHANGED PARKING LOTS TO 6" PAVING
5027	2	1/4/2005	12" CMP SLOT DRAIN / 12" CMP	294	LF	APPRV	\$43,822.00	\$43,822.00		SLOT DRAIN ALONG MSE #2 TO ALLOW DRAINAGE FROM PARKING LOTS
5028	2	1/4/2005	DIRT MOUNDS AT TXU CONDUITS	1	LS	APPRV	\$1,376.00	\$1,376.00		ADDITIONAL DIRT TO COVER TXU CONDUITS OVER 60" WATERLINE
5029	2	1/4/2005	LATERALS TIE IN'S TO RCB	2	EA	APPRV	\$2,494.00	\$2,494.00		ADDITIONAL TIE IN'S TO ALREADY PLACED RCB
5030	2	1/4/2005	CURB & GUTTER	126	LF	APPRV	\$6,442.00	\$6,442.00		ADD C & G FOR DRAINAGE
5045	2		STRUCTURAL EXCAVATION	844	CY	APPRV	\$3,376.00	\$3,376.00		QTY ADJUSTMENT
5046	2		8" REINF CONC PARKING LOT @ PUMP STATION	225	SY	APPRV	\$16,575.00	\$16,575.00		QTY ADJUSTMENT
5047	2		CONC RETAINING WALL, CL "F"	345	CY	APPRV	\$102,099.00	\$102,099.00		QTY ADJUSTMENT
5054			RELOCATE 8" WATERLINE @ MSE WALL #4	180	LF	APPRV	\$26,220.00	\$26,220.00		QTY ADJUSTMENT, 8" WATERLINE IN CONFLICT WITH MSE WALL FOOTING, LINE WAS RELOCATED
		4/5/2005	RELOCATE FENCE AT STORAGE BLDG	1	LS	APPRV	\$554.76	\$554.76		FENCE IN CONFLICT WITH WATER LINE
5023		7/19/2005	9 X 5 BOX MODIFICATION	1	LS	APPRV	\$3,050.00	\$3,050.00	16	BOX CULVERT IN CONFLICT WITH GAS LINE & SBC DUCTBANK
5026		7/11/2005	PAINT RAILS	1	LS	APPRV	\$29,465.34	\$29,465.34		CHANGED PAINT SYSTEM FOR METAL RAILS

Pending Change Orders

A/W #	Change Order #	Bid Item	Description	Unit Price	Cost Submitted	Agreed Cost Value		
Y	PCO-01	1	1201	Security Fence a Reservoir		\$ 8,508.94	\$ 8,508.94	done
Y	PCO-02	2	1202	2" water tap for future irrigation @ Surveyor Blvd. Wiring to tie-in to new irrigation system Moving A - control near pump station		\$ 1,912.45		FIELD CHANGE
N	PCO-17	2	1203	Relocating the existing Comfort Suite irrigation system from under the future sidewalk and onto comfort Suite ROW		\$ 3,488.71		FIELD CHANGE
Y	PCO-05	2	1204	Inconvenience Sign - Two (2) signs		\$ 278.59		mike's decision
Y	PCO-06	2	1205	Cement Stablized Sand For TXU Conduit- 250 tons	\$ 31.37	\$ 7,841.51		FIELD CHANGE
	PCO-07	2	Y	Curb and Gutter with Slotted 12" CMP Drain	\$ 184.00	\$ 36,800.00	} TSK BUSINESS DIDN'T DRAIN TOWARD PROJECT PROPERLY	FIELD ADDITION
			Y	12" CMP	\$ 85.21	\$ 8,861.84		
			N	Dirt Mounds over TXU Conduit		\$ 1,376.57		
			N	Curb and Gutter	\$ 51.13	\$ 23,008.50		
			Y	RCB Lateral Tie in		\$ 2,493.96		
			N	Demo and Replace Existing Concrete Around Inlets		\$ 2,679.57		
			N	Demo and Replace Existing Asphalt Around Inlets		\$ 606.44		
Y	PCO-08	2	1206	8' Gate Valve		\$ 937.94		FIELD CHANGE
Y	PCO-23	2	1207	Steel Casing Encasement for Sanitary sewer		\$ 3,750.95		SWITCH FROM SHERWIN WILLIAMS
Y	PCO-24A	2	1208	Tnemenc paint for Arch		\$ 18,788.37		mike's decision
Y	PCO-25	2	1209	Access handhole in stringer and conduit for future electric		\$ 4,504.32		FAR PLACING LIGHT ON BRIDGE - DISCOVERED IN THIS PROJECT
Y	PCO-26	2	1210 to	Change over to Gasket Piping at Brickyard		\$ 23,995.97		GROUND WATER & CELOSSE FROM R/R TIES FROM GETTING INTO STORM WATER

		1213				
PCO-28	2	Y1214 Y1215 Y1216	Install 12" Isolation Gate Valves Relocate Building Service Lowering of existing 12" main complete - LF		\$ 3,200.00 \$ 1,485.02 \$ 11,344.96	
PCO-29	2	Y1217	Portable Changeable Message Boards	\$ 135.00	\$ 31,050.00	
STARTED	2	Q144	Structural Concrete Walls (LF)	\$ 295.94	\$ 105,650.58	
	2	Y145	Structural Excavation	\$ 4.00	\$ 3,376.00	remove rock
			Bid Item Changes - Deduction (Credits)			FOR ITEM #194
	2	Y1210	Furnish and place 10" thick reinforced Conc. Pavement		\$ (19,886.80) Δ	
	2	Y 155	Furnish and Install Concrete Railroad Crossing		\$(140,980.00)	

AT PUMP STATION - FIELD CHANGE

MIDWAY RD.

BEST IN QUANTITIES PLUS SHORING FAILED ON STRUCTURAL WALL & THEY FILLED IN w/ FLOWABLE FILL

STARTED

2 MARCET
2 MARCET

178K

3

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ARAPAHO ROAD PHASE III FUNDING UPDATE
Developed March 1, 2005

<u>Project Balances as of December 31, 2004</u>	
Fund 41 - Street Capital Project Fund	\$ 1,247,842
Fund 46 - 2000 Capital Project Fund	-
Fund 44 - 2002 Capital Project Fund	803,744
Fund 47 - 2004 Capital Project Fund	11,990,624
Total Project Balances	<u>\$ 14,042,210</u>

<u>Comments</u>

<u>Project Requirements as of December 31, 2004</u>	
<u>Under Contract:</u>	
Archer Western Contractors Ltd.	\$ 12,028,332
HNTB Design Contract	56,381
HNTB Construction Inspection Contract	310,310
HNTB Landscape Architecture Contract	4,365
	<u>12,399,388</u>
 <u>Additional Work Authorized:</u>	
Archer Western Change Order #2	95,000
TXU Electric Utility Relocation	282,000
SBC Utility Relocation	39,000
Farmers Branch Water Line Relocation	88,720
	<u>504,720</u>
 <u>Additional Work Identified:</u>	
Archer Western Incentive Payment	200,000
HNTB Additional Construction Inspection	337,800
DGNO Railroad Crossing	1,300,000
	<u>1,837,800</u>
 Total Project Requirement	 <u>\$ 14,741,908</u>
 Project Balance	 <u>\$ (699,698)</u>

Per 12/20/04 Invoice - Original contract was \$16,702,578.42 plus \$8,509.00 change order.
 Per 10/15/04 Invoice - Not received and paid until February 2005.
 Per 01/28/05 Invoice - Invoice was for \$124,376.16 going back to 01/23/02!!!
 Per 04/09/04 Invoice - Remaining of original \$87,291 contract.

This amount is an estimate and may be on the "high side". Paper work expected soon.

**ARAPAHO ROAD PHASE III
CHANGE ORDER STATUS**

PCO #	DESCRIPTION	ARCHER WESTERN		HNTB		
		SUBMITTED COST	SUBMITTED DELAY	PROPOSED COST	PROPOSED TIME EXT.	
14	relocate fence at storage buileding	\$554.76	0	Agreed	0	
19	box modifications @ midway	\$3,050.00	16	Agreed	16	
24	paint rails	\$29,465.34	0	Agreed	0	
27	furnish weld splice @span 9	\$23,482.00	9	Rejected	0	
30	irrigation work @ surveyor	\$4,905.20	2	Pending	0	Need further cost breakdown
30	irrigation work @ midway	\$15,375.66	2	Pending	0	Need further cost breakdown
30	irrigation work @ comfort suites	\$3,577.65	0	Agreed	0	
30	irrigation work @ addison	\$49,029.13	Pending	Work Deleted	0	
32	furnish grate inlet	?	0	?	0	AW to Clarify Costs
37	relocate water line @comfort suite	\$1,609.25	0	?	0	AW to Clarify Costs
41	plug rcb line @ midway	\$551.65	1	Agreed	0	
42	rcb/sanitary conflict @surveyor	\$4,315.26	2	Agreed	0	
45	demo sbc manhole	\$3,905.51	2	?	0	disagree on labor hrs. co to include credit
46	sgt (8) revision	\$5,608.82	0	Agreed	0	
46	mbgf inlet post	\$136.07	0	Agreed	0	
46	mbgf steel	?	0	Deleted	0	
48	tie into 24" gasket	\$524.36	0	Agreed	0	
50	beam police escort	\$672.00	0	Agreed	0	
51	pedestrian rail modification	\$3,075.61	0	Agreed	0	
	txu power lines @midway	\$30,090.00	75		\$25,400.00	58
	Total Requested	\$179,928.27		Total	\$76,931.52	74
				Pending	\$25,795.62	

*ELECTRIC
DUCT
BANK
DELAYED
CRITICAL
PATH*

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CURRENT ISSUES AFFECTING THE SITE WORK

- Diaphragm Concrete Design Change
- Structural Analysis
- RFI 117 Need Site Grading information from Station 73+00 to end of job
- Water source for Irrigation @ Addison Road
- Irrigation Sleeves issues under sidewalks ~ DEFINED BY AW
- RFI 125 & 128 Questions on Modular block walls (need revised grades at 73+00 to end of job) ~ PRETTY MUCH TAKEN CARE OF.
- Type D light conflict with beam location ~ DEFINED BY AW
- Conflict between landscape wall and inlet flume off Charter's Midway Rd driveway.
- Remove additional parking lot @ Skating Rink & change of grades to drain parking lot.
- Traffic signals @ Addison Rd (conduit size)
- Site grading issues at water storage building
- RFI 105 Bridge lighting conduit location
- RFI 109 Type C lights configuration at T-4 Rail - DONE
- RFI 110 2x2 Plaque location
- RFI 111 Reflector Plate for Type C lights on pedestrian rail - FIGURED OUT - NEED LETTER TO AW
- RFI 113 Conduit run WS-10, west end of illumination into north T-4 rail
- RFI 114 Receptacle-Junction Location
- S3 Stirrups Pairs (Verbal Answer)
- RFI 123 "A" & "T" bars cannot tie to "S3" stirrups in transition area (Verbal answer)
- RFI 127 Existing Traffic Signal Cabinet and Ground Box elevation conflict with new slope paving

**ARAPAHO ROAD PHASE III
CHANGE ORDER STATUS**

PCO #	DESCRIPTION	ARCHER WESTERN		HNTB		
		SUBMITTED COST	SUBMITTED DELAY	PROPOSED COST	PROPOSED TIME EXT.	
14	relocate fence at storage buileding	\$554.76	0	Agreed	0	
19	box modifications @ midway	\$3,050.00	16	Agreed	16	
24	paint rails	\$29,465.34	0	Agreed	0	
30	irrigation work @ surveyor	\$4,905.20	2	Pending	0	Need further cost breakdown
30	irrigation work @ midway	\$15,375.66	2	Pending	0	Need further cost breakdown
30	irrigation work @ comfort suites	\$3,577.65	0	Agreed	0	
30	irrigation work @ addison	\$49,029.13	Pending	Work Deleted	0	
32	furnish grate inlet	?	0	?	0	AW to Clarify Costs
37	relocate water line @comfort suite	\$1,609.25	0	?	0	AW to Clarify Costs
41	plug rcb line @ midway	\$551.65	1	Agreed	0	
42	rcb/sanitary conflict @surveyor	\$4,315.26	2	Agreed	0	
45	demo sbc manhole	\$3,905.51	2	?	0	disagree on labor hrs. co to include credit
46	sgt (8) revision	\$5,608.82	0	Agreed	0	
46	mbgf inlet post	\$136.07	0	Agreed	0	
46	mbgf steel	?	0	Deleted	0	
48	tie into 24" gasket	\$524.36	0	Agreed	0	
50	beam police escort	\$672.00	0	Agreed	0	
51	pedestrian rail modification	\$3,075.61	0	Agreed	0	
Total Requested		\$126,356.27		Agreed	\$51,531.52	16
				Pending	\$25,795.62	
				Deleted	\$49,029.13	
					<u>\$126,356.27</u>	

HNTB Corporation — Project Status Report

Project:	Arapaho Road Phase 3 – Shop Drawing Review
Client:	Town of Addison, Texas
Report No.:	3
Time Period:	April 30, 2005 to July 29, 2005
Prepared By:	René Tullier, P.E.

Work Started or Progressed

- Perform shop drawing review for construction of the Arapaho Road Phase 3 Bridge over Midway Road

Work Completed

- Responding to RFI requests on the shop drawings

Work Scheduled to be Performed During Next Report Period

- Continue to respond to RFI requests on shop drawings



AGREEMENT

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

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

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

NOW, THEREFORE, all parties agree as follows:

SECTION 2. SCOPE OF SERVICES

The following Basic and Additional Services, when authorized in writing by a notice-to-proceed, shall be performed by the ENGINEER in accordance with the OWNER's requirements to provide shop drawing review and project administration during the construction of the Arapaho Road Phase 3 Bridge over Midway Road in Addison, Texas.

A Shop Drawing Review

ENGINEER will review the construction contractor's shop drawing submittals for compliance with and adherence to the plans, standard specifications, special provisions to the standard specifications, and special specifications (CONTRACT DOCUMENTS).

Sole responsibility for correctness of dimensions, details, quantities and safety during fabrication and erection shall remain with the construction contractor. Review of shop drawings, and similar submittals by ENGINEER shall not be construed as his approval of the methods, construction procedures nor facilities to be used in construction of this work.

ENGINEER will not review any temporary structures, including shoring and form work, for structural integrity. ENGINEER will not bear any responsibility for structural integrity of temporary structures including shoring and form work.

The shop drawing submittals will be limited to those specifically called for in the contract documents. The shop drawings required from the standard specifications, special provisions to the standard specifications, and special specifications are limited to the following sections:

SECTION BC – BRIDGE CONSTRUCTION
SECTION SSH – STEEL STRUCTURE HANGERS

SECTION IB – INDUCTION BENDING OF STRUCTURAL MEMBERS
SECTION BELF – BRIDGE EXTERIOR LIGHTING FIXTURES

Shop drawing submittals received by ENGINEER will consist of the following number of copies:

- Drawing /Plan Sheets..... 5
- Supporting Calculations..... 3
- Material Specification,
Manufacture's Literature,
Miscellaneous Documents.....3

Submittals not complying with the above guidelines will be reviewed, however, the submittal response will not be returned until the submittal is made complete.

The shop drawing submittals will be received from OWNER's construction project personnel. The reviewed shop drawing submittal will be returned to OWNER's construction project personnel for further distribution as necessary.

ENGINEER will provide OWNER's construction project personnel a written response detailing the results of the review. The written response will include a cover letter summarizing the results of the review and marked copies of the submitted material. A review stamp indicating the results of the review will be affixed to the first sheet of each packet of submitted material. A representation of the stamp is shown below.

REVIEW	NO EXCEPTIONS TAKEN	<input type="checkbox"/>
	MAKE CORRECTIONS NOTED	<input type="checkbox"/>
	AMEND AND RESUBMIT	<input type="checkbox"/>
	REJECTED - SEE REMARKS	<input type="checkbox"/>
<p>Review is only for general conformance with design concept and intent of Contract Documents. Contractor is solely responsible for verifying dimensions, for establishing fabrication processes, means, techniques, sequences and procedures of construction and for coordination of work of all trades. Exceptions taken and noted to information shown does not authorize work resulting in contract cost revisions unless so stated in separate letter or Change Order.</p>		
HNTB ARCHITECTS ENGINEERS PLANNERS 5910 W. PLANO PARKWAY, SUITE 200 PLANO, TX 75093 972-661-5626	BY: _____	
	DATE: ____ / ____ / ____	

ENGINEER will review the submittals and provide a response as quickly as possible; however, ENGINEER will have a minimum of 7 calendar

days from the date when the submittal was received by ENGINEER to provide a response to OWNER's construction project personnel.

ENGINEER will log and track all shop drawing submittals. ENGINEER will provide a written status report of shop drawings in the review process for use during regular construction project meetings.

Submission of shop drawings is anticipated to begin soon after a contract with OWNER has been finalized and cease on or before the construction projects scheduled completion date of October 2005. Lengthening of this duration, in excess of that detailed above, is beyond the scope of this agreement.

B Request For Information (RFI)

ENGINEER will provide consulting services to answer questions concerning the design intent during the construction period.

All RFI's will be forwarded to ENGINEER for response. ENGINEER will log and track all RFI's. ENGINEER will provide a written status report of outstanding RFI's for use during regular construction project meetings.

RFI's concerning value engineering proposals are not part of this agreement. When authorized by subsequent supplemental agreement, ENGINEER will review, evaluate and comment on value engineering proposals submitted to OWNER from the construction contractor.

C Site Visits

ENGINEER will visit the construction site to evaluate construction related issues upon request of OWNER's construction project personnel.

Construction related issues pertaining to construction contractor errors are not part of this agreement. When authorized by subsequent supplemental agreement, ENGINEER will review, evaluate and prepare the necessary plan sheets to resolve the issue.

ENGINEER will not have authority to make modifications to the construction contract or stop the contractor's work. ENGINEER will not be responsible for or have authority over job site safety or construction means and methods.

SECTION 3. PAYMENT

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

Basis of Compensation

OWNER shall make payment monthly to ENGINEER based upon statements submitted by the ENGINEER for work performed.

Compensation for performing Basic and Additional Services shall be as shown in Exhibit A on a Lump Sum amount of \$55,964.

SECTION 4. RESPONSIBILITIES

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

- Authorize ENGINEER in writing to proceed [authorization to proceed is given by the execution of this Agreement].
- Place at ENGINEER's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data relative to the design or construction of the Project.
- Designate in writing a person to act as OWNER's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define OWNER's decisions with respect to ENGINEER's Services for the Project.
- Render decisions and approvals as promptly as necessary to allow for the expeditious performance of ENGINEER's Services.
- Obtain, arrange, and pay for all surveys, advertisements for bids, permits, licenses, easements, rights-of-way, and access necessary for the performance of ENGINEER's Services.
- Make OWNER's facilities available to ENGINEER as required for performance of the Services under this Agreement, and provide labor and safety equipment required for access.
- Require all construction contracts to include provisions requiring Contractors to indemnify OWNER and ENGINEER and requiring Contractors to name OWNER, ENGINEER, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as Additional Insureds on Contractors' liability insurance policies.
- Maintain property insurance on all pre-existing physical facilities.
- Provide a Builder's Risk All-Risk insurance policy for full replacement value for all Project work, which will include, without limitation, coverage for loss due to defects in materials and workmanship and errors in design, and will include OWNER, ENGINEER and Contractor as insureds.

- Give prompt written notice to ENGINEER whenever OWNER becomes aware of any development that does or may affect the scope or timing of ENGINEER's Services, or any defect in the Services of ENGINEER or its subconsultants, or the work of construction Contractors.
- Advise ENGINEER of the identity and scope of services of any independent consultants retained by OWNER to provide services in regard to the Project.

Unless otherwise provided in this Agreement, OWNER shall bear all costs incident to compliance with the above items.

SECTION 5. TIME FOR PERFORMANCE

ENGINEER shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with the terms of this Agreement.

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

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

SECTION 6. DOCUMENTS

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

Such instruments of service, together with necessary supporting documents, shall be delivered to OWNER, and OWNER shall have unlimited rights, for the benefit of OWNER, in all instruments of service, including the right to use same on any other work of OWNER without additional cost to OWNER. If, in the event, OWNER uses such instruments of service on any work of OWNER other than that intended in the Scope of Services, defined in Section 2, under those circumstances OWNER hereby agrees to protect, defend, indemnify and hold harmless the ENGINEER, their officers, agents,

servants and employees (hereinafter individually and collectively referred to as "Indemnities"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any inaccuracy, such use of such instruments of service with respect to such other work except where ENGINEER is hired to modify such instrument for such other work.

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

SECTION 7. TERMINATION

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

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

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

SECTION 8. INSURANCE

ENGINEER shall provide and maintain Worker's Compensation and Employer's Liability Insurance for the protection of ENGINEER's employees, as required by law. ENGINEER shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including insurance covering the operation of automobiles,

trucks and other vehicles) protecting ENGINEER and OWNER against liability from damages because of injuries, including death, suffered by any person or persons other than employees of ENGINEER, and liability for damages to property, arising from or growing out of ENGINEER's operations in connection with the performance of this Agreement.

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

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

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

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

SECTION 9. INDEMNIFICATION FOR INJURY AND PERFORMANCE

ENGINEER further specifically obligates itself to OWNER in the following respects, to wit:

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

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

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

SECTION 10. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

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

SECTION 11. INDEMNIFICATION FOR NON-PAYMENT

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

SECTION 12. ASSIGNMENT

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

SECTION 13. APPLICABLE LAWS

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

SECTION 14. DEFAULT OF ENGINEER

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

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

SECTION 15. ADJUSTMENTS IN SERVICES

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

SECTION 16. EXECUTION BECOMES EFFECTIVE

This Agreement will be effective upon execution by and between ENGINEER and OWNER.

SECTION 16-A. VENUE LOCATION

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

THIS AREA INTENTIONALLY
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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 August, 2004.

OWNER:
TOWN OF ADDISON, TEXAS

ENGINEER:
HNTB CORPORATION

By Ron Whitehead

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

By Jerry D. Holder

Jerry D. Holder P.E.
Associate Vice President
5910 Plano Parkway, Suite 200
Plano, Texas 75093

Witness: Gayle Walter

Witness: [Signature]

EXHIBIT A

**ARAPAHO ROAD PHASE 3
SHOP DRAWING REVIEW**

Description	Number of Sheets	Project Manager	Senior Engineer	Design Engineer	CADD Technician	Clerical	Total
I. General							
Management and administration	N/A	16	40	24		24	104
II. Shop Drawing Review							
Strands	10	2	5	10	0	0	17
Prestressed Concrete Beams	65	4	16	30	0	4	54
Prestressed Concrete Panels or Permanent Metal Deck Forms	45	3	11	20	0	4	38
Sealed Expansion Joints	9	2	2	4	0	2	10
Arch Ribs	51	6	24	51	0	4	85
Fence	10	2	2	5	0	0	9
Rail	10	2	2	5	0	0	9
Lights	2	0	2	2	0	0	4
III. Request For Information (RFI)							
Design Intent	N/A	16	32	16	4	16	84
IV. Site Visits	N/A	4	12	12	0	4	32
Labor Hours	202 Sheets	57	148	179	4	58	446
Labor Rate		\$56	\$46	\$36	\$25	\$19	
Total Direct Labor		\$3,192	\$6,808	\$6,444	\$100	\$1,102	\$17,646
Indirect Labor and Overhead		\$5,139	\$10,961	\$10,375	\$161	\$1,774	\$28,410
Subtotal		\$8,331	\$17,769	\$16,819	\$261	\$2,876	\$46,056
Profit							\$6,908
Expenses							
Printing and Reproduction							\$1,250
Courier, Mailing, & Misc. exp.							\$1,750
Subtotal							\$3,000
Total Labor and Expenses							\$55,964

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made effective as of this 1st day of January, 2005 ("Effective Date") by and between the Town of Addison, Texas and the City of Farmers Branch, Texas.

Recitals:

1. The Town of Addison, Texas ("Addison") and the City of Farmers Branch, Texas ("Farmers Branch") are home rule municipalities pursuant to Article 11, Section 5 of the Texas Constitution and their respective Home Rule Charters (Addison and Farmers Branch are hereinafter sometimes referred to together as the "Cities" and individually as a "City").

2. Addison and Farmers share a common boundary, and each receives its supply of potable water from the City of Dallas, Texas ("Dallas") pursuant to their respective agreements with Dallas (each such agreement being a "Dallas Water Agreement"). The supply of Water from Dallas to the Cities is provided in part by and through a sixty inch water main ("Dallas Water Main") owned by Dallas and running through Addison and Farmers Branch.

3. Addison is in the process of constructing an extension of and improvements to Arapaho Road within Addison, which construction will require the temporary shutdown of the Dallas Water Main and could result, although it is not expected, in the reduction of water pressure and water supply to a portion of Farmers Branch.

4. In order to help prevent such water pressure or water supply reduction during the shutdown of the Dallas Water Main and for the further purpose of having a future means by which both Addison and Farmers Branch could have an alternate point of water delivery in the event water service is temporarily discontinued or seriously impaired, Addison and Farmers Branch desire to construct and install a water line connecting an Addison water main (the "Addison Main") and a Farmers Branch water main ("Farmers Branch Main"). The Cities agree that the supply of water from one to the other in such an event is not and shall not be construed to be a sale of water from one City to the other, but rather is solely for the purpose of providing a point of water delivery in the event of an emergency.

5. Chapter 791, Tex. Gov. Code, the same being the Interlocal Cooperation Act, authorizes the Cities to contract with one another in connection with the performance of governmental functions and services, and the Cities acknowledge and agree that the water line interconnection described herein is such a governmental function and/or service, is for the protection of the public health, safety and welfare, and is a benefit to the citizens of the Cities.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein, the benefits flowing to each of the Cities, and other good and valuable

consideration, the Town of Addison, Texas and the City of Farmers Branch, Texas do hereby contract and agree as follows:

Section 1. Incorporation of Recitals. The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Water Line Interconnection.

A. An eight (8) inch water line (including pipe, a valve or valves, a water meter or meters, and other appurtenances thereto) interconnecting the existing eight (8) inch Addison Main and the existing eight (8) inch Farmers Branch Main shall be constructed and installed at the southwest corner of 15001 Beltwood Parkway E. (the "Interconnection").

B. Upon the execution of this Agreement, Addison shall design the construction and installation of the Interconnection and submit the same to Farmers Branch for its review and approval. Upon receiving such approval, Addison shall construct (or cause to be constructed) the Interconnection at its cost. Addison and Farmers Branch shall have the right to inspect the Interconnection construction, and the completion of construction shall be subject to the Cities' mutual review and approval. Addison and Farmers Branch shall have the right to inspect the Interconnection construction, and the completion of construction shall be subject to the Cities' mutual review and approval.

C. Upon the completion of construction, Addison shall maintain the Interconnection, with the cost of any maintenance, repair or replacement ("Maintenance") of the Interconnection or any part thereof to be shared equally by the Cities. Except in an emergency, prior to performing any Maintenance, Addison shall notify Farmers Branch of the proposed Maintenance and the anticipated cost thereof and shall submit plans for such Maintenance to Farmers Branch for its review and approval. During any Maintenance, Addison and Farmers Branch shall have the right to inspect the Maintenance work, and the completion of Maintenance work shall be subject to the Cities' mutual review and approval.

D. The Interconnection, once installed, may be used solely to provide a temporary point of water delivery to Farmers Branch from Addison (through the Addison Main) or from Farmers Branch to Addison (through the Farmers Branch Main), as the case may be (the City from whom the water is delivered being the "Delivering City"), in the event water service to either of the Cities is temporarily discontinued or seriously impaired or such discontinuance or impairment is imminent ("Emergency"). If the Cities mutually agree (in their respective sole discretion) that an Emergency exists in either City (such City being the "Affected City"), the Cities will promptly cause the Interconnection to be opened and utilized for the benefit of the Affected City for such temporary period of time as may be agreed upon between the Cities, but in any event not longer than is reasonably necessary to return water service in the Affected City to a non-Emergency status.

E. During an Emergency, water flowing to the Affected City shall be metered. Upon the cessation of an Emergency and the discontinuance of the Interconnection, the Delivering City shall provide to the Affected City a written statement reflecting the amount of water delivered to

the Affected City (as established by the meter) and the amount the Delivering City owes or will owe to Dallas for such water pursuant to the Delivering City's Dallas Water Agreement. The Affected City shall, upon its receipt of the statement, promptly reimburse such amount to the Delivering City.

Section 3. Term and Termination.

A. Subject to the termination provisions of this Agreement, this term of this Agreement shall be for one year, beginning January 1, 2005 and ending December 31, 2005 (the "Original Term"). At the end of the Original Term and each Renewal Term (as hereinafter defined), unless this Agreement has been terminated and subject to the termination provisions hereof, this Agreement shall be automatically renewed for a one (1) year period, each such period beginning on the first day of January of each calendar year and ending on the last day of December of the same calendar year (each such additional one (1) year period being a "Renewal Term").

B. Either City may terminate this Agreement by giving notice of such termination to the other City at least thirty (30) days prior to such termination.

Section 4. Payment from Current Revenues. To the extent any payment is made by either of the Cities under this Agreement, such payment shall be made from current revenues available to the paying City.

Section 5. Responsibility; No Waiver. Each of the Cities shall be responsible for its own acts and omissions in connection with this Agreement. This Agreement and all of its terms and conditions are and constitute a governmental function of each of the Cities. Notwithstanding any other provision of this Agreement, this Agreement and all of its terms and conditions are expressly subject to the immunity of Addison and Farmers Branch, and shall not constitute nor be deemed to constitute a waiver of immunity of any kind whatsoever which is or may be available to either or both of the Cities, nor be deemed to be a waiver of any defense or any tort limitation whatsoever which is which is or may be available to either or both of the Cities.

Section 6. Miscellaneous.

A. Assignment. Neither Addison nor Farmers Branch may assign, sell, transfer, or otherwise convey (together, "Assign" or "Assignment"), or has the power to Assign, any or all of the rights, duties and obligations or interest in this Agreement, and any such Assignment is and shall be void.

B. Relationship. Addison and Farmers Branch agree and acknowledge that each is not an agent of the other and that each is responsible in accordance with the laws of the State of Texas for its own acts, forbearance, negligence and deeds, and for those of its officers, agents or employees in conjunction with the performance of this Agreement. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, or a joint enterprise relationship.

C. Address for Notices. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the City to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally or if sent by Federal Express or other nationally recognized carrier; or seventy-two (72) hours after deposit if sent by certified mail. Addresses for notices and communications are as follows:

<u>To Addison:</u> 5300 Belt Line Road Dallas, Texas 75254 Attn: Director of Public Works	<u>To Farmers Branch</u> _____ _____ Attn: Director of Public Works
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From time to time either City may designate another address for all purposes of this Agreement by giving the other City not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

D. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, the Cities agree to seek to negotiate the insertion of a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible, with the intent that such added provision is legal, valid and enforceable.

E. Rights and Remedies Cumulative; Non-Waiver; Survival of Rights. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either City shall not preclude or waive its right to use any or all other remedies. The said rights and remedies are given in addition to any other rights the Cities may have by law statute, ordinance, or otherwise. The failure by either City to exercise any right, power, or authority given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such City of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either City may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

F. No Third Party Benefits. This Agreement and each of its provisions are solely for the benefit of the Cities hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

G. Entire Agreement. This Agreement constitutes the entire and integrated agreement between the Cities with respect to the Interconnection, supersedes all prior

agreements, negotiations, and/or representations, either written or oral, and may be amended or modified only by written instrument signed by both Addison and Farmers Branch.

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

I. Includes and Including. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

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

SIGNED by the Cities on the dates set forth below, but effective as of the Effective Date first set forth above.

TOWN OF ADDISON, TEXAS	CITY OF FARMERS BRANCH, TEXAS
By: _____ Ron Whitehead, City Manager	By: _____ Linda Groomer, City Manager
Date: _____	Date: _____
ATTEST:	ATTEST:
By: _____ Carmen Moran, City Secretary	By: _____ Cindee Peters, City Secretary

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 01, to the AGREEMENT FOR PROFESSIONAL SERVICES, dated 2 August, 2004, between the Town of Addison, Texas (Owner) and HNTB Corporation (HNTB) is made effective as of March 10, 2005.

1. HNTB shall perform the following Services:

The continuation of engineering and inspection services as outlined in above referenced agreement, throughout the construction duration of the project.

2. In conjunction with the performance of the foregoing Services, HNTB shall provide the following submittals/deliverables (Documents) to Owner:

Construction engineering and inspection services as outlined in master agreement.


3. HNTB shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Through-out the construction duration of the project, as estimated in attached schedule.

4. In return for the performance of the foregoing obligations, Owner shall pay to HNTB the amount of \$ 31,295.22, raising the total compensation under the Agreement to the *not-to-exceed* amount of \$ 97,502.68, payable according to the terms as outlined in the original master agreement for the Construction services phase.

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Town of Addison, Texas
(Owner)

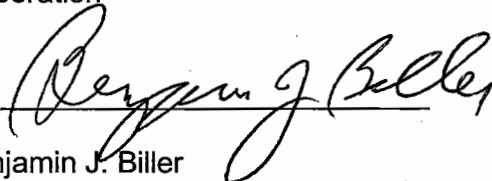
Signature: 

Name: RON WHITEHEAD

Title: CITY MANAGER

Date: 03-29-05

HNTB Corporation
(HNTB)

Signature: 

Name: Benjamin J. Biller

Title: Vice President

Date: March 10, 2005

**Beltline Road - Inspection Services
40316-CN-001**

**2/16/2005
HNTB Corporation**

	Labor	Expenses	Total
Original Inspection Contract Amount	\$ 62,947.46	\$ 3,260.00	\$ 66,207.46
Total Expended to Date	<u>\$ 85,996.47</u>	<u>\$ 3,514.21</u>	<u>\$ 89,510.68</u>
Amount (Over)/Under budget	\$ (23,049.01)	\$ (254.21)	\$ (23,303.22)

Supplemental Amount:

Amount currently over budget:	\$ 23,303.22	<u>Hours</u>
Estimated Additional Inspection Time:	\$ 2,592.00	24
Estimated Additional Engineering/Management Time:	\$ 5,400.00	30
Total Supplemental Agreement Requested:	<u>\$ 31,295.22</u>	

New Inspection Contract Amount: \$ 97,502.68

Lodes Good
Miles

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made effective as of this 1st day of January, 2005 ("Effective Date") by and between the Town of Addison, Texas and the City of Farmers Branch, Texas.

Recitals:

1. The Town of Addison, Texas ("Addison") and the City of Farmers Branch, Texas ("Farmers Branch") are home rule municipalities pursuant to Article 11, Section 5 of the Texas Constitution and their respective Home Rule Charters (Addison and Farmers Branch are hereinafter sometimes referred to together as the "Cities" and individually as a "City").

2. Addison and Farmers share a common boundary, and each receives its supply of potable water from the City of Dallas, Texas ("Dallas") pursuant to their respective agreements with Dallas (each such agreement being a "Dallas Water Agreement"). The supply of Water from Dallas to the Cities is provided in part by and through a sixty inch water main ("Dallas Water Main") owned by Dallas and running through Addison and Farmers Branch.

3. Addison is in the process of constructing an extension of and improvements to Arapaho Road within Addison, which construction will require the temporary shutdown of the Dallas Water Main and could result, although it is not expected, in the reduction of water pressure and water supply to a portion of Farmers Branch.

4. In order to help prevent such water pressure or water supply reduction during the shutdown of the Dallas Water Main and for the further purpose of having a future means by which both Addison and Farmers Branch could have an alternate point of water delivery in the event water service is temporarily discontinued or seriously impaired, Addison and Farmers Branch desire to construct and install a water line connecting an Addison water main (the "Addison Main") and a Farmers Branch water main ("Farmers Branch Main"). The Cities agree that the supply of water from one to the other in such an event is not and shall not be construed to be a sale of water from one City to the other, but rather is solely for the purpose of providing a point of water delivery in the event of an emergency.

5. Chapter 791, Tex. Gov. Code, the same being the Interlocal Cooperation Act, authorizes the Cities to contract with one another in connection with the performance of governmental functions and services, and the Cities acknowledge and agree that the water line interconnection described herein is such a governmental function and/or service, is for the protection of the public health, safety and welfare, and is a benefit to the citizens of the Cities.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein, the benefits flowing to each of the Cities, and other good and valuable

owe to Dallas for such water pursuant to the Delivering City's Dallas Water Agreement. The Affected City shall, upon its receipt of the statement, promptly reimburse such amount to the Delivering City.

Section 3. Term and Termination.

A. Subject to the termination provisions of this Agreement, this term of this Agreement shall be for one year, beginning January 1, 2005 and ending December 31, 2005 (the "Original Term"). At the end of the Original Term and each Renewal Term (as hereinafter defined), unless this Agreement has been terminated and subject to the termination provisions hereof, this Agreement shall be automatically renewed for a one (1) year period, each such period beginning on the first day of January of each calendar year and ending on the last day of December of the same calendar year (each such additional one (1) year period being a "Renewal Term").

B. Either City may terminate this Agreement by giving notice of such termination to the other City at least thirty (30) days prior to such termination.

Section 4. Payment from Current Revenues. To the extent any payment is made by either of the Cities under this Agreement, such payment shall be made from current revenues available to the paying City.

Section 5. Responsibility; No Waiver. Each of the Cities shall be responsible for its own acts and omissions in connection with this Agreement. This Agreement and all of its terms and conditions are and constitute a governmental function of each of the Cities. Notwithstanding any other provision of this Agreement, this Agreement and all of its terms and conditions are expressly subject to the immunity of Addison and Farmers Branch, and shall not constitute nor be deemed to constitute a waiver of immunity of any kind whatsoever which is or may be available to either or both of the Cities, nor be deemed to be a waiver of any defense or any tort limitation whatsoever which is which is or may be available to either or both of the Cities.

Section 6. Miscellaneous.

A. Assignment. Neither Addison nor Farmers Branch may assign, sell, transfer, or otherwise convey (together, "Assign" or "Assignment"), or has the power to Assign, any or all of the rights, duties and obligations or interest in this Agreement, and any such Assignment is and shall be void.

B. Relationship. Addison and Farmers Branch agree and acknowledge that each is not an agent of the other and that each is responsible in accordance with the laws of the State of Texas for its own acts, forbearance, negligence and deeds, and for those of its officers, agents or employees in conjunction with the performance of this Agreement. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, or a joint enterprise relationship.

C. Address for Notices. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the

City to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally or if sent by Federal Express or other nationally recognized carrier; or seventy-two (72) hours after deposit if sent by certified mail. Addresses for notices and communications are as follows:

<u>To Addison:</u> 5300 Belt Line Road Dallas, Texas 75254 Attn: Director of Public Works	<u>To Farmers Branch</u> _____ _____ Attn: Director of Public Works
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From time to time either City may designate another address for all purposes of this Agreement by giving the other City not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

D. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, the Cities agree to seek to negotiate the insertion of a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible, with the intent that such added provision is legal, valid and enforceable.

E. Rights and Remedies Cumulative; Non-Waiver; Survival of Rights. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either City shall not preclude or waive its right to use any or all other remedies. The said rights and remedies are given in addition to any other rights the Cities may have by law statute, ordinance, or otherwise. The failure by either City to exercise any right, power, or authority given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such City of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either City may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

F. No Third Party Benefits. This Agreement and each of its provisions are solely for the benefit of the Cities hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

G. Entire Agreement. This Agreement constitutes the entire and integrated agreement between the Cities with respect to the Interconnection, supersedes all prior agreements, negotiations, and/or representations, either written or oral, and may be amended or modified only by written instrument signed by both Addison and Farmers Branch.

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

TAKE OUT

~~I. Exhibits. The exhibits referenced herein are incorporated herein and made a part hereof for all purposes.~~

J. Includes and Including. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

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

SIGNED by the Cities on the dates set forth below, but effective as of the Effective Date first set forth above.

TOWN OF ADDISON, TEXAS	CITY OF FARMERS BRANCH, TEXAS
By: _____	By: _____
Ron Whitehead, City Manager	Linda Groomer, City Manager
Date: _____	Date: _____
ATTEST:	ATTEST:
By: _____	By: _____
Carmen Moran, City Secretary	Cindee Peters, City Secretary

SECTION CA
CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 22 day of June, 2004, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its Mayor or City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Archer Western Contractors, Ltd., of the City of Arlington, County of Tarrant, State of TX, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

Paving, Storm Sewer, Water, Sanitary Sewer, Signalization and Streetscape Improvements for ARAPAHO ROAD - PHASE III - SURVEYOR BOULEVARD TO ADDISON ROAD

and all extra work in connection therewith, under the terms as stated in the General and Specific Provisions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids. Instructions to Bidders, General Provisions. Special Provisions. Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so has been given to him, and to complete all work within the number of days he bid (Calendar Days "B") in the proposal after he commences work, subject to such extensions or reductions of time as are provided by these Contract Documents.

The OWNER agrees to pay the CONTRACTOR \$ 16,702,578.42 in current funds for the performance of the Contract in accordance with the Proposal submitted

thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS THEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON
(OWNER)

ATTEST:

BY: Row Whitbread

Mari Cziz
City Secretary

Archer Western Contractors, Ltd.
Party of the Second Part
(CONTRACTOR)

ATTEST:

John P. Slattery
John P. Slattery

By: Matthew Walsh
Matthew Walsh/President

The following to be executed if the CONTRACTOR is a corporation:

I, John P. Slattery, certify that I am the secretary of the corporation named as CONTRACTOR herein; that Matthew Walsh, who signed this Contract on behalf of the CONTRACTOR is the President of said corporation; that said Arapaho Road - Phase III - From Surveyor Boulevard to Addison Road Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: John P. Slattery
John P. Slattery

Corporate Seal

SECTION PF
PROPOSAL FORM

June 7, 2004

TO: The Honorable Mayor and Town Council
Town of Addison, Texas

Gentlemen:

The undersigned bidder, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all equipment and to perform labor and work necessary for completion of the work described by and in accordance with the Plans, Specifications and Contract for the following prices, to wit:

Signed By: M. A. Noel 6-7-04

ACKNOWLEDGEMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 Dated: 5-17-04

Addendum No. 2 Dated: 5-19-04

Addendum No. 3 Dated: 5-28-04

Addendum No. 4 Dated: 5-28-04

Addendum No. 5 Dated: 6-3-04

Addendum No. 6 Dated: 6-4-04

Addendum No 7 Dated 6-4-04

PROPOSAL FORM

Place _____

Date June 7, 2004

Proposal of Orval Hall Excavating Co.

a Corporation

organized and existing under the laws of the State of Texas

OR

Proposal of _____

a partnership consisting of _____

and _____

OR

Proposal of _____

an individual trading as _____

OR

Proposal of _____

a Joint Venture consisting of _____

and _____

TO: Town of Addison, Texas

Sealed bids addressed to the Town of Addison, Texas, for the Construction of Paving, Storm Sewer, Water, Sanitary Sewer, Signalization and Streetscape Improvements for ARAPAHO ROAD - PHASE III - SURVEYOR BOULEVARD TO ADDISON ROAD for the Town of Addison, Texas, hereinafter called "Town", in accordance with the plans, specifications and contract documents prepared by HNTB Corporation, will be received at the office of Ms. Minok Suh, Purchasing Coordinator, Finance Building, 5350 Belt Line Road, Addison, Texas until **2:00 p.m. on Thursday, the 7th day of June, 2004.** Bids received by the appointed time will be opened and read aloud. Any bids received after stated time will be returned unopened.

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents, including all Addenda, and being familiar with all of the conditions relating to the proposed project, hereby proposes to furnish all material, supplies, equipment, and appliances specified for the project and to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Specifications, and other Contract Documents at and for the unit prices proposed herein:

The undersigned Bidder agrees that this bid may not be withdrawn for a period of sixty (60) days after the opening of the bids.

In submitting this bid, it is understood by the undersigned Bidder that the right is reserved by the Town of Addison to reject any and all bids.

Orval Hall Excavating Co.
Name of Bidder

By: *M. F. Hall*
(Signature)

M. F. Hall (President)
(Print Name and Title)

Witness: *Lois Nelson*
(Signature)

201 NE 29th Street Fort Worth, TX 76106
(Office Address of Bidder)

Bidder's Tax I.D. No. or Employer No. 75-1291912

SEAL (If Bidder is a Corporation)

NOTES: Sign in ink. Do not detach.

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

Base Bid

Bid Schedule & Description

Total Amount Materials & Services

I.	ROADWAY IMPROVEMENTS	7,105,503.70 \$6,893,449.700 MFT
II.	UTILITY IMPROVEMENTS	\$4,036,269.550
III.	LIGHTING AND SIGNALIZATION IMPROVEMENTS	\$637,020.750
IV.	STREETScape IMPROVEMENTS	\$1,254,216.600
V.	BRIDGE CONSTRUCTION	\$5,825,147.440
VI.	BRIDGE LIGHTING	\$714,371.750
	TOTAL BID FOR SCHEDULES I-VI	19,572,509.79
	= TOTAL OF STANDARD BID (A):	\$19,368,475.79 MFT
	 TOTAL OF TIME BID:	 550
	 TOTAL OF CALENDAR DAYS X \$4,000.00 (B):	 \$2,200,000.00
	 BASIS FOR COMPARISON OF BIDS:	 \$21,772,529.79
	(A) + (B) = TOTAL BID:	\$21,568,475.79 MFT

Additive Alternate I
Bid Schedule & Description

Total Amount Materials & Services

VII.	ROADWAY LIGHTING	\$2,808.000
VIII.	STREETSCAPE IMPROVMENTS	\$368,630.700
IX.	DEDUCTIONS IF ALTERNATIVE #1 IS ACCEPTED	(\$14,920.100)

TOTAL BID FOR ADDITIVE ALTERNATE I

= TOTAL OF ADDITIVE ALTERNATE BID (A): **\$356,518.60**

TOTAL OF CALENDAR DAYS X \$4,000.00 (B): **\$4,000.00**

BASIS FOR COMPARISON OF BIDS:

Additive Alternate I (A) + (B) = TOTAL BID: **\$360,518.60**

Additive Alternate II
Bid Schedule & Description

Total Amount Materials & Services

X.	ROADWAY LIGHTING	\$331,600.000
XI.	DEDUCTIONS IF ALTERNATIVE #2 IS ACCEPTED	(\$366,700.000)

TOTAL BID FOR ADDITIVE ALTERNATE II

= TOTAL OF ADDITIVE ALTERNATE BID (A): **(\$35,100.00)**

TOTAL OF CALENDAR DAYS X \$4,000.00 (B): **\$4,000.00**

BASIS FOR COMPARISON OF BIDS:

Additive Alternate II (A) + (B) = TOTAL BID: **(\$31,100.00)**

Bid of: Orval Hall Excavating Co.

PROJECT: ARAPAHO ROAD - PHASE III
SURVEYOR BOULEVARD TO ADDISON ROAD

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
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Orval Hall Excavating Co. certifies that the unit prices shown on this complete computer print-out for all of the bid items and the alternates contained in this proposal are the unit prices intended and that its bid will be tabulated using these unit prices and no other information from this print-out. Orval Hall Excavating Co. acknowledges and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total bid amount will be determined by multiplying the unit bid prices shown in this print-out by the respective estimated quantities shown in the proposal and then totaling all of the extended amounts.

Signed: 

Title: President

Date: 07-Jun-04

PROJECT: ARAPAHO ROAD - PHASE III
 SURVEYOR BOULEVARD TO ADDISON ROAD

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
ROADWAY IMPROVEMENTS					
101	MOBILIZATION	LS	1.000	\$1,950,000.00	\$1,950,000.00
102	PREP ROW	STA	54.000	\$11,951.50	\$645,381.00
103	FULL DEPTH SAW CUT EX CONC	LF	1564.000	\$3.00	\$4,692.00
104	REM & DISP OF EX CONC PAVE INCL CURB	SY	6588.000	\$6.00	\$39,528.00
105	REM & DISP OF EX CONC SW	SY	67.000	\$6.00	\$402.00
106	REM & DISP OF EX DRWAY	SY	86.000	\$6.00	\$516.00
107	UNCLASS ST EXCAVA	CY	16000.000	\$5.00	\$80,000.00
108	EMBANKMENT	CY	56000.000	\$15.00	\$840,000.00
109	10" THICK REINF CONC PAVE	SY	29400.000	\$36.00	\$1,058,400.00
110	6" INTEGRAL CONC CURB	LF	11325.000	\$2.30	\$26,047.50
111	MONO MEDIAN NOSE	EA	8.000	\$500.00	\$4,000.00
112	8" REINF CONC DRWAY	SY	450.000	\$40.00	\$18,000.00
113	REINF CONC ISLAND	SY	300.000	\$36.00	\$10,800.00
114	WHCHAIR RAMP	EA	0.000	\$0.00	\$0.00
115	REM & RELOC ROADSIDE SIGN	EA	1.000	\$150.00	\$150.00
116	F&I STOP SIGN, R1-1	EA	2.000	\$150.00	\$300.00
117	F&I STOP SPEED LIMIT SIGN, R2-1	EA	5.000	\$150.00	\$750.00
118	F&I LEFT TURN LANE MUST TURN LEFT SIGN R3-7L	EA	3.000	\$150.00	\$450.00
119	F&I RIGHT TURN LANE MUST TURN R3-7R	EA	2.000	\$150.00	\$300.00
120	F&I MERGE RIGHT R4-7	EA	3.000	\$150.00	\$450.00
121	F&I SIGNAL AHEAD W3-3	EA	1.000	\$150.00	\$150.00
122	F&I WRONG WAY SIGN R5-1A	EA	2.000	\$150.00	\$300.00
123	F&I KEEP RIGHT SIGN R4-7A	EA	2.000	\$150.00	\$300.00
124	F&I NO PARKING SIGN R8-3A	EA	3.000	\$150.00	\$450.00
125	F&I DIVIDED HWY SIGN R6-3A	EA	2.000	\$150.00	\$300.00
126	LEFT TURN LN ENDS SIGN	EA	1.000	\$150.00	\$150.00
127	RR XING SIGN (W10-1)	EA	4.000	\$150.00	\$600.00
128	DO NOT STOP ON TRACKS SIGN	EA	4.000	\$150.00	\$600.00
129	RR XING, CROSS BUCKS SIGN (R15-1)	EA	4.000	\$150.00	\$600.00
130	2 TRACK SIGN	EA	4.000	\$150.00	\$600.00
131	1 WAY SIGN	EA	1.000	\$150.00	\$150.00
132	TRAFF CTRL DEVICES	LS	1.000	\$48,000.00	\$48,000.00
133	4" WHITE/RED REFL SQ ACRYLIC BUTTONS	EA	550.000	\$2.60	\$1,430.00
134	4" WHITE NON REFL RAISED CERAMIC BUTTONS	EA	550.000	\$2.10	\$1,155.00
135	4" YELL DBL REFL SQ ACRYLIC BUTTONS	EA	497.000	\$2.60	\$1,292.20
136	6" X 6" WHITE JIGGLE BAR TILES	EA	122.000	\$10.50	\$1,281.00
137	REM EX PAVE MARK & BUTTONS	LS	1.000	\$900.00	\$900.00
138	PAVE DIRECTIONAL MARKERS	EA	22.000	\$75.00	\$1,650.00

\$2,162,054.00 MFA *\$2,162,054.00 MFA*

PROJECT: ARAPAHO ROAD - PHASE III
 SURVEYOR BOULEVARD TO ADDISON ROAD

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
139	WHITE THERMO REFL PAVE MARK, "ONLY"	EA	16.000	\$95.00	\$1,520.00
140	RR XING PAVE MARK	EA	8.000	\$400.00	\$3,200.00
141	24" SLD WHITE THERMO STOP BAR	LF	128.000	\$4.00	\$512.00
142	4" SLD YELL THERMO STRIPE	LF	100.000	\$1.00	\$100.00
143	MSE RETAIN WALL	SF	15000.000	\$26.80	\$402,000.00
144	CONC RETAIN WALL CL F, CIP WALL	CY	950.000	\$459.00	\$436,050.00
145	STRUCT EXCAVA	CY	463.000	\$2.00	\$926.00
146	BOLLARDS	EA	4.000	\$300.00	\$1,200.00
147	UNDGRND ELECT SERV	LS	1.000	\$100,000.00	\$100,000.00
148	TEMP CONST FENCE	LF	8100.000	\$2.50	\$20,250.00
149	PED RAIL	LF	690.000	\$82.40	\$56,856.00
150	TRAFF RAIL TY T4	LF	1950.000	\$86.50	\$168,675.00
151	SGL GUARDRAIL TERMINAL	LF	150.000	\$1,500.00	\$225,000.00
152	WHEEL STOPS	EA	116.000	\$300.00	\$34,800.00
153	ENGR FIELD OFFC	MO	18.000	\$2,470.00	\$44,460.00
154	NOT USED	LS	0.000	\$0.00	\$0.00
155	INSTALL AND FURNISH CONCRETE RAILROAD CROSS	LF	380.000	\$371.00	\$140,980.00
156	INSTALL AND FURNISH 8X8 STEEL BUNGALOW WITH	LS	0.000	\$0.00	\$0.00
157	INSTALL AND FURNISH FLASHER & GATE SIGNALS W	LS	0.000	\$0.00	\$0.00
158	INSTALL AND FURNISH SIGNAL MATERIAL	LS	0.000	\$0.00	\$0.00
159	INSTALL AND FURNISH PROJECT MATERIAL, DIRECT	LS	0.000	\$0.00	\$0.00
160	INSTALL AND FURNISH TRACK MATERIAL, ELECTRO	LS	0.000	\$0.00	\$0.00
161	UNCLASSIFIED BRICKYARD EXCAVATION	CY	30000.000	\$17.10	\$513,000.00
162	FURNISH AND PLACE 4" WHITE STRIPE	LF	2740.000	\$0.40	\$1,096.00
163	FURNISH AND PLACE 10 CHAIN LINK FENCE	LF	110.000	\$25.00	\$2,750.00

TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, SCHEDULE 1, ITEMS 101 THROUGH 163, INCLUSIVE

\$ 7,105,523.70 MFF
~~\$6,893,449.70~~

UTILITY IMPROVEMENTS

200	FURNISH AND INSTALL 10" PVC SDR 35 SANITARY SE	LF	1396	\$38.00	\$53,048.00
201	12" PVC SDR36 SS PIPE	LF	1177.000	\$55.00	\$64,735.00
202	4' DIA SS MH	EA	6.000	\$2,400.00	\$14,400.00
203	FURNISH AND INSTALL 4' DIAMETER SANITARY SEW	EA	4.000	\$4,200.00	\$16,800.00
204	CONNECT EX SS SERV TO PROP SS	EA	6.000	\$500.00	\$3,000.00
205	24" STL ENCASE PIPE	LF	300.000	\$91.00	\$27,300.00
206	RESERVED			\$0.00	\$0.00
207	REM & DISP OF EX MH	EA	5.000	\$1,000.00	\$5,000.00
208	EROS CTRL	LS	1.000	\$54,800.00	\$54,800.00
209	REM CONC CHANNEL LINING	LS	1.000	\$51,000.00	\$51,000.00

PROJECT: ARAPAHO ROAD - PHASE III
 SURVEYOR BOULEVARD TO ADDISON ROAD

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
210	REM EX 66" RCP	LF	763.000	\$20.00	\$15,260.00
211	REMOVE 3-66" HEADWALL	EA	2.000	\$2,500.00	\$5,000.00
212	REM 54" HEADWALL & RCP	LF	28.000	\$100.00	\$2,800.00
213	REMOVE 9'X5' BOX CULVERT	LF	30.000	\$50.00	\$1,500.00
214	REM 24" RCP	LF	60.000	\$10.00	\$600.00
215	REMOVE 30" RCP	LF	16.000	\$8.00	\$128.00
216	RM 30" HEADWALL	EA	1.000	\$500.00	\$500.00
217	REM CMP & HEADWALL	LF	39.000	\$8.00	\$312.00
218	REMOVE 2-4'X2' HEADWALL	EA	2.000	\$1,000.00	\$2,000.00
219	SALVAGE FIRE HYDRANT AND VALVE	EA	1.000	\$500.00	\$500.00
220	CONSTRUCT CONCRETE PILOT CHANNEL	SY	85.000	\$51.50	\$4,377.50
221	8' STANDARD CURB INLET	EA	6.000	\$1,890.00	\$11,340.00
222	10' STANDARD CURB INLET	EA	3.000	\$2,100.00	\$6,300.00
223	12' STANDARD CURB INLET	EA	1.000	\$2,310.00	\$2,310.00
224	8' RECESSED CURB INLET	EA	7.000	\$1,890.00	\$13,230.00
225	10' RECESSED CURB INLET	EA	11.000	\$2,100.00	\$23,100.00
226	2-8' RECESSED CURB INLET	EA	1.000	\$2,940.00	\$2,940.00
227	10' MODIFIED CURB INLET	EA	1.000	\$2,420.00	\$2,420.00
228	2-GRATE INLET	EA	4.000	\$2,420.00	\$9,680.00
229	Y INLET	EA	13.000	\$1,365.00	\$17,745.00
230	1'X1' GRATE INLET	EA	1.000	\$998.00	\$998.00
231	2-10X6 PW WINGWALL	EA	1.000	\$11,800.00	\$11,800.00
232	1-6'X5' HEADWALL	EA	1.000	\$5,780.00	\$5,780.00
233	30" TY A HEADWALL	EA	1.000	\$1,050.00	\$1,050.00
234	36" TY B HEADWALL	EA	1.000	\$1,160.00	\$1,160.00
235	BOX CULVERT STORM MANHOLE	EA	6.000	\$1,580.00	\$9,480.00
236	TYPE A STORM SEWER MANOLE	EA	1.000	\$2,840.00	\$2,840.00
237	18" RCP STRM SEW PIPE	LF	8.000	\$106.00	\$848.00
238	RCP STRM SEW PIPE 21"	LF	914.000	\$73.00	\$66,722.00
239	RCP STRM SEW PIPE 24"	LF	925.000	\$72.35	\$66,923.75
240	RCP STRM SEW PIPE 30"	LF	583.000	\$86.40	\$50,371.20
241	RCP STRM SEW PIPE 36"	LF	40.000	\$111.00	\$4,440.00
242	RCP STRM SEW PIPE 54"	LF	19.000	\$196.00	\$3,724.00
243	RCP STRM SEW PIPE 60"	LF	6.000	\$315.00	\$1,890.00
244	4'X2' BOX CULVERT	LF	24.000	\$291.00	\$6,984.00
245	6'X3' BOX CULVERT	LF	244.000	\$220.00	\$53,680.00
246	BOX CULVERT 6' X 5'	LF	112.000	\$167.00	\$18,704.00
247	BOX CULVERT 7' X 5'	LF	260.000	\$294.00	\$76,440.00
248	BOX CULVERT 8' X 5'	LF	590.000	\$313.00	\$184,670.00

PROJECT: ARAPAHO ROAD - PHASE III
 SURVEYOR BOULEVARD TO ADDISON ROAD

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
249	BOX CULVERT 9' X 5'	LF	4516.000	\$375.00	\$1,693,500.00
250	BOX CULVERT 10' X 5'	LF	512.000	\$436.00	\$223,232.00
251	BOX CULVERT 10' X 6'	LF	1395.000	\$469.00	\$654,255.00
252	21" RCP W/36" STEEL ENCASMENT BY BORE AND JAC	LF	48.000	\$387.00	\$18,576.00
253	24" RCP W/36" STEEL ENCASMENT BY BORE AND JAC	LF	42.000	\$408.00	\$17,136.00
254	30" RCP W/42" STEEL ENCASMENT BY BORE AND JAC	LF	38.000	\$532.00	\$20,216.00
255	4" SCHEDULE 40 PVC	LF	1572.000	\$13.90	\$21,850.80
256	8" SCHEDULE 40 PVC	LF	15.000	\$20.00	\$300.00
257	PVC FITTINGS	LS	1.000	\$500.00	\$500.00
258	12" HDPE STORM SEWER PIPE	LF	124.000	\$32.20	\$3,992.80
259	CONCRETE PAVEMENT REMOVAL/REPLACEMENT	SY	510.000	\$89.70	\$45,747.00
260	CONCRETE DRIVEWAY REMOVAL/REPLACEMENT	SY	45.000	\$66.10	\$2,974.50
261	FIRE HYDRANT (INCLUDING 6" WATER AND VALVE)	EA	1.000	\$3,000.00	\$3,000.00
262	8" WATER LINE	LF	85.000	\$65.00	\$5,525.00
263	60 RCCP WATER LOWERING W/THRUST BLOCKING (P	LF	80.000	\$1,990.00	\$159,200.00
264	16" PVC WATER LOWERING	LF	30.000	\$300.00	\$9,000.00
265	8" PVC WATER LOWERING	LF	40.000	\$220.00	\$8,800.00
266	TRENCH SAFETY	LF	14536.000	\$0.25	\$3,634.00
267	SEDIMENT REMOVAL, 66" RCP	CY	250.000	\$150.00	\$37,500.00
268	REMOVE 9'X5' HEADWALL ON WEST SIDE OF MIDWA	EA	1.000	\$1,500.00	\$1,500.00
269	PREP AND IMPLEMENTATION OF SWPPP PER SPEC A	LS	1.000	\$1,500.00	\$1,500.00
270	-60" BUTTERFLY VALVE AND APPURTENANCES, PER I	LS	1.000	\$52,600.00	\$52,600.00
271	GROUTED RIPRAP	SY	750.000	\$63.60	\$47,700.00
272	TEMP 8" THICK ASPHALT PAVEMENT (2" TYPE D, 6" T	SY	500.000	\$46.80	\$23,400.00

TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, SCHEDULE II, ITEMS 200 THROUGH 272, INCLUSIVE

\$4,036,269.55

LIGHTING IMPROVEMENTS

301	TRAFFIC SIGNALS - ARAPAHO ROAD AT ADDISON RC	LS	1.000	\$23,000.00	\$23,000.00
302	TRAFFIC SIGNALS - ARAPAHO RD AT SURVEYOR BOU	LS	1.000	\$10,500.00	\$10,500.00
303	CONDUIT 2" SCH 40 PVC	LF	11003.000	\$5.00	\$55,015.00
304	CONDUIT 2" SCH 40 PVC BORE & TRENCHED	LF	108.000	\$20.00	\$2,160.00
305	CONDUIT 4" SCH 40 PVC BORE & TRENCHED	LF	195.000	\$25.00	\$4,875.00
306	CONDUIT, 1-1/2"	LF	243.000	\$20.00	\$4,860.00
307	35' 3" STREET LIGHT POLE	EA	9.000	\$2,000.00	\$18,000.00
308	PEDESTRIAN BASE AND LIGHT POLE	EA	64.000	\$3,400.00	\$217,600.00
309	COMBO, ST LIGHT W/PED FIXTURE	EA	13.000	\$8,500.00	\$110,500.00
310	RETAIN WALL MOUNT LIGHT POLE	EA	4.000	\$7,200.00	\$28,800.00
311	70W WALL MOUNT LUMINAIRE FIX	EA	4.000	\$6,750.00	\$27,000.00

PROJECT: ARAPAHO ROAD - PHASE III
 SURVEYOR BOULEVARD TO ADDISON ROAD

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
312	CABLE, INSUL, #6 AWG	LF	22706.000	\$1.00	\$22,706.00
313	CABLE, INSUL, #8 AWG	LF	770.000	\$0.85	\$654.50
314	BARE GRND #8 AWG	LF	385.000	\$0.85	\$327.25
315	BARE GRND #6 AWG	LF	11353.000	\$1.00	\$11,353.00
316	CABLE, INSTL #4 AWG	LF	780.000	\$1.00	\$780.00
317	BARE GRND #4 AWG	LF	390.000	\$1.00	\$390.00
318	FOUNDATION, 35' 3" ST LIGHT POLE	EA	21.000	\$800.00	\$16,800.00
319	FOUNDATION, PED LIGHT POLE	LF	64.000	\$800.00	\$51,200.00
320	GRND MOUNT PULL BOX TY A	EA	24.000	\$500.00	\$12,000.00
321	GRND MOUNT PULL BOX TY C	EA	1.000	\$500.00	\$500.00
322	LIGHT CTRL CABINET	EA	3.000	\$6,000.00	\$18,000.00

TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, SCHEDULE III, ITEMS 301 THROUGH 322, INCLUSIVE \$637,020.75

STREETSCAPE IMPROVEMENTS

401	SHUMARD OAK 4" CAL	EA	36.000	\$750.00	\$27,000.00
402	SHANTUNG MAPLE 3" CAL	EA	37.000	\$495.00	\$18,315.00
403	SAVANNAH HOLLY 30 GAL	EA	105.000	\$225.00	\$23,625.00
404	VITEX/CHASTE TREE 30 GAL	EA	8.000	\$325.00	\$2,600.00
405	CREPE MYRTLE 30 GAL	EA	43.000	\$200.00	\$8,600.00
406	DWARF BURFORD HOLLY 5 GAL	EA	225.000	\$22.00	\$4,950.00
407	FRINGE FLOWER 5 GAL	EA	108.000	\$35.00	\$3,780.00
408	HARBOR DWARF NANDINA 3 GAL	EA	263.000	\$22.00	\$5,786.00
409	MARY NELL HOLLY 5 GAL	EA	178.000	\$29.00	\$5,162.00
410	PURPLE WINTERCREEPER 1 GAL	EA	1727.000	\$6.30	\$10,880.10
411	ASIAN JASMINE 1 GAL	EA	14706.000	\$2.80	\$41,176.80
412	INDIAN GRASS 5 GAL	EA	66.000	\$25.00	\$1,650.00
413	BUSHY BLUESTEM GRASS 5 GAL	EA	130.000	\$25.00	\$3,250.00
414	LITTLE BLUESTEM GRASS 3 GAL	EA	615.000	\$25.00	\$15,375.00
415	LINDHEIMER'S MUHLY 3 GAL	EA	104.000	\$25.00	\$2,600.00
416	SOLID SOD, BERMUDA	SY	12800.000	\$2.40	\$30,720.00
417	HYDROMULCH, BERMUDA	SF	105082.000	\$0.05	\$5,254.10
418	TREE PROTECT	LF	4000.000	\$4.00	\$16,000.00
419	COMPOST IN TURF AREAS (SOD ONLY)	CY	363.000	\$38.00	\$13,794.00
420	FINELY SHRED HARDWOOD BARK MULCH	CY	346.000	\$38.00	\$13,148.00
421	BED PREP	CY	346.000	\$55.00	\$19,030.00
422	IRRIGATION SYSTEM, TURNKEY	LS	1.000	\$242,100.00	\$242,100.00
423	CROSSWALK BRICK PAVERS	SF	2016.000	\$11.80	\$23,788.80
424	MEDIAN PAVERS	SF	3724.000	\$11.90	\$44,315.60

Bid of: Orval Hall Excavating Co.

PROJECT: ARAPAHO ROAD - PHASE III
SURVEYOR BOULEVARD TO ADDISON ROAD

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
425	WALKWAY PAVERS	SF	4472.000	\$7.60	\$33,987.20
426	5" REINF CONC PAVE	SF	43207.000	\$3.50	\$151,224.50
427	5" REINF CONC PATH	SF	28845.000	\$3.50	\$100,957.50
428	12" CONC BANDS	LF	2396.000	\$8.30	\$19,886.80
429	EMBANKMENT	CY	248.000	\$13.00	\$3,224.00
430	FLUSH CONC STRIPS 2'X 10'	SF	20.000	\$3.60	\$72.00
431	DECOMPOSED GRANITE PAVE	SF	32488.000	\$0.95	\$30,863.60
432	RIVER COBBLES W/DRAIN PIPE	CY	59.000	\$350.00	\$20,650.00
433	FLAGSTONE PAVING	SF	6100.000	\$13.50	\$82,350.00
434	ADA RAMP	EA	7.000	\$1,000.00	\$7,000.00
435	TREE GRATE	EA	22.000	\$1,000.00	\$22,000.00
436	CONC BENCHES 18" HI	EA	3.000	\$385.00	\$1,155.00
437	CMU WALL	LF	144.000	\$46.50	\$6,696.00
438	BRICK VENEER	SF	608.000	\$4.30	\$2,614.40
439	CAST STONE CAP	LF	144.000	\$20.30	\$2,923.20
440	MODULAR RETAIN WALL SYS	SF	1708.000	\$18.00	\$30,744.00
441	SECURITY FENCE ON RETAIN WALL	LF	477.000	\$114.00	\$54,378.00
442	DECORATIVE METAL FENCE	LF	895.000	\$85.60	\$76,612.00
443	DECORATIVE MEAL GATE	EA	1.000	\$10,400.00	\$10,400.00
444	BRICK COLUMNS	EA	6.000	\$900.00	\$5,400.00
445	PED VOICE COMMUNICATION UNIT	EA	3.000	\$2,000.00	\$6,000.00
446	STEEL EDGING	LF	484.000	\$4.50	\$2,178.00
TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, SCHEDULE I, ITEMS 401 THROUGH 446, INCLUSIVE					\$1,254,216.60
BRIDGE CONSTRUCTION					
501	CONC DRILLED SHAFT 48"	LF	147.000	\$272.00	\$39,984.00
502	CONC DRILLED SHAFT 60"	LF	312.000	\$236.00	\$73,632.00
503	CONC DRILLED SHAFT 96"	LF	365.000	\$532.00	\$194,180.00
504	CIP CONC ABUTMENT	CY	79.300	\$525.00	\$41,632.50
505	CIP CONC BENTS	CY	1037.500	\$644.00	\$668,150.00
506	CIP CONC BENTS	CY	505.200	\$552.00	\$278,870.40
507	CIP CONC DIAPHRAGM	CY	99.400	\$1,570.00	\$156,058.00
508	CONST REINF CONC SLAB	SF	83680.000	\$12.90	\$1,079,472.00
509	PRECAST PRESTRESS CONC MEMBERS	LF	6089.000	\$286.00	\$1,741,454.00
510	CONC SURF TREATMENT	SY	9298.000	\$3.80	\$35,332.40
511	STRUCT STL FOR STL ARCH	LB	175000.000	\$4.90	\$857,500.00
512	STRUCT STL FOR STL STINGER	LB	12701.000	\$4.10	\$52,074.10
513	STRUCT STRANDS, 2-1/2" DIA	LS	1.000	\$139,500.00	\$139,500.00

PROJECT: ARAPAHO ROAD - PHASE III
 SURVEYOR BOULEVARD TO ADDISON ROAD

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
514	PED RAIL	LF	1604.000	\$82.50	\$132,330.00
515	TRAFF RAIL TY T4	LF	1577.000	\$87.70	\$138,302.90
516	TRAFF RAIL TY T4, MOD	LF	1576.000	\$86.00	\$135,536.00
517	SEALED EXPANSION JOINT 4"	LF	363.700	\$80.20	\$29,168.74
518	STRUCT APPRO SLAB	CY	73.600	\$414.00	\$30,470.40
519	ADDISON LOGO FORM LINER	LS	1.000	\$500.00	\$500.00
520	STD 24" X 24" MONUMENT PLAQUE	EA	2.000	\$500.00	\$1,000.00
TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, SCHEDULE V, ITEMS 501 THROUGH 520, INCLUSIVE					\$5,825,147.44
BRIDGE LIGHTING IMPROVEMENTS					
601	CONDUIT 3/4" SCH 40 PVC	LF	3870.000	\$3.00	\$11,610.00
602	CONDUIT 2" SCH 80 PVC	LF	760.000	\$6.00	\$4,560.00
603	CONDUIT 3/4" SCH 40 RMC	LF	3620.000	\$10.00	\$36,200.00
604	CONDUIT 1" SCH 40 RMC	LF	150.000	\$10.00	\$1,500.00
605	ELECT CONDUCTOR #2 BARE	LF	450.000	\$12.00	\$5,400.00
606	ELECT CONDUCTOR #2 INSUL	LF	1000.000	\$2.00	\$2,000.00
607	ELECT CONDUCTOR #6 BARE	LF	1040.000	\$1.00	\$1,040.00
608	ELECT CONDUCTOR #6 INSUL	LF	3680.000	\$1.00	\$3,680.00
609	ELECT CONDUCTOR #8 BARE	LF	1485.000	\$0.85	\$1,262.25
610	ELECT CONDUCTOR #8 INSUL	LF	3130.000	\$0.85	\$2,660.50
611	ELECT CONDUCTOR #10 BARE	LF	4630.000	\$0.45	\$2,083.50
612	ELECT CONDUCTOR #10 INSUL	LF	10410.000	\$0.45	\$4,684.50
613	ELECT CONDUCTOR #12 BARE	LF	3420.000	\$0.35	\$1,197.00
614	ELECT CONDUCTOR #12 INSUL	LF	6840.000	\$0.35	\$2,394.00
615	GRND BOX TY E	EA	9.000	\$500.00	\$4,500.00
616	JUNCTION BOX	EA	52.000	\$150.00	\$7,800.00
617	FURNISH AND INSTALL FUSED DISCONNECTS	EA	3.000	\$800.00	\$2,400.00
618	PED SERV & FOUNDATION	EA	1.000	\$6,000.00	\$6,000.00
619	LOAD DIST CENTER & FOUND	EA	2.000	\$12,000.00	\$24,000.00
620	120V WEATHERPROOF DUPLEX RECEPTACLES	EA	12.000	\$200.00	\$2,400.00
621	LED DRIVERS	EA	36.000	\$1,000.00	\$36,000.00
622	FIX & MOUNT TY A-1A ARCH FLOODLIGHTS W/BAFFI	EA	2.000	\$4,700.00	\$9,400.00
623	FIX & MOUNT TY A-1B ARCH FLOODLIGHTS W/BAFFI	EA	4.000	\$4,850.00	\$19,400.00
624	FIX & MOUNT TY A-1C ARCH FLOODLIGHTS W/BAFFI	EA	3.000	\$5,100.00	\$15,300.00
624	FIX & MOUNT TY A-2A ARCH FLOODLIGHTS	EA	2.000	\$4,100.00	\$8,200.00
626	FIX & MOUNT TY A-2B ARCH FLOODLIGHTS	EA	4.000	\$4,250.00	\$17,000.00
627	FIX & MOUNT TY A-2C ARCH FLOODLIGHTS	EA	3.000	\$4,500.00	\$13,500.00
628	FIX & MOUNT TY B BLUE LED MARKER LIGHT	EA	22.000	\$5,500.00	\$121,000.00

Bid of: Orval Hall Excavating Co.

PROJECT: ARAPAHO ROAD - PHASE III
SURVEYOR BOULEVARD TO ADDISON ROAD

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
629	FIX & MOUNT TY C-1 LED LINEAR GRAZING ACCENT	EA	54.000	\$1,000.00	\$54,000.00
630	TY C-2 LED LINEAR GRAZING ACCENT 12"	EA	54.000	\$1,000.00	\$54,000.00
631	TY D INDUCTION AREA LIGHT	EA	48.000	\$1,750.00	\$84,000.00
632	TY E-1 STINGER LIGHT, DECK MOUNT	EA	2.000	\$2,300.00	\$4,600.00
633	TY E-2 STINGER LIGHT, TRI BENT MOUNT	EA	2.000	\$2,300.00	\$4,600.00
634	TY F RDWAY LIGHT 20' HI	EA	20.000	\$4,800.00	\$96,000.00
635	TY G RDWAY LIGHT 35' HI	EA	9.000	\$5,000.00	\$45,000.00
636	GROUNDING OF STEEL STRUCTURES	LS	1.000	\$5,000.00	\$5,000.00
TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, SCHEDULE VI, ITEMS 601 THROUGH 636, INCLUSIVE					\$714,371.75
ROADWAY LIGHTING					
ADDITIVE ALTERNATE 1 BID ITEMS					
701	PEDESTRIAN BASE AND LIGHT POLE	EA	3	\$800.00	\$2,400.00
702	FOUNDATION, PEDESTRIAN LIGHT POLE	EA	3	\$1.00	\$3.00
703	BARE GROUND, #6 AWG	LF	135	\$1.00	\$135.00
704	CABLE, INSULATED, #6 AWG	LF	270	\$1.00	\$270.00
TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, SCHEDULE VII, ITEMS 701 THROUGH 704, INCLUSIVE					\$2,808.00
STREETSCAPE IMPROVEMENTS					
ADDITIVE ALTERNATE I BID ITEMS					
801	SHANTUNG MAPLE 3" CAL	EA	22.000	\$495.00	\$10,890.00
802	VITEX/CHASTE TREE 30 GAL	EA	9.000	\$325.00	\$2,925.00
803	WILDFLOWER MIX, SEED	SF	2642.000	\$0.90	\$2,377.80
804	INDIAN GRASS 5 GAL	EA	9.000	\$25.00	\$225.00
805	LITTLE BLUESTEM GRASS 3 GAL	EA	522.000	\$25.00	\$13,050.00
806	LINDHEIMER MUHLY 3 GAL	EA	136.000	\$25.00	\$3,400.00
807	WEeping LOVE GRASS	SY	1323.000	\$0.60	\$793.80
808	SOLID SOD, BUFFALO	SY	5616.000	\$2.70	\$15,163.20
809	SOLID SOD, BERMUDA	SY	2790.000	\$2.30	\$6,417.00
810	COMPOST	CY	233.000	\$38.00	\$8,854.00
811	HARDWOOD BARK MULCH	CY	40.000	\$38.00	\$1,520.00
812	BED PREP	CY	40.000	\$55.00	\$2,200.00
813	WALKWAY PAVERS	SF	2465.000	\$7.40	\$18,241.00
814	12" CONC BANDS	LF	2245.000	\$7.40	\$16,613.00
815	6" CONC BANDS	LF	540.000	\$4.20	\$2,268.00
816	EMBANK	CY	8060.000	\$16.89	\$136,133.40
817	FLUSH CONC STRIPS 2' X 10'	SF	100.000	\$3.60	\$360.00

Bid of: Orval Hall Excavating Co.

PROJECT: ARAPAHO ROAD - PHASE III
SURVEYOR BOULEVARD TO ADDISON ROAD

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
818	RIVER COBBLES W/DRAIN PIPE	CY	15.000	\$350.00	\$5,250.00
819	LANDSCAPE BOULDERS	EA	26.000	\$500.00	\$13,000.00
820	FLAGSTONE PAVING	SF	4888.000	\$13.50	\$65,988.00
821	CONC BENCHES 18" HI	EA	18.000	\$385.00	\$6,930.00
822	CONC BENCHES 22" HI	EA	7.000	\$407.00	\$2,849.00
823	CONC RETAIN WALL	CY	82.000	\$400.00	\$32,800.00
824	STEEL EDGING	LF	85.000	\$4.50	\$382.50
SUB-TOTAL AMOUNT BID ALTERNATE #1 FOR MATERIALS AND SERVICES, SCHEDULE VIII, ITEMS 801 THROUGH 824, INCLUSIVE					\$368,630.70
DEDUCTIONS IF ALTERNATE #1 IS ACCEPTED					
901	5" REINF CONC PAVE	SF	-2476.000	\$3.50	(\$8,666.00)
902	HYDROMULCH, BERMUDA	SF	-105082.000	\$0.05	(\$5,254.10)
903	TREE GRATE..	EA	-1.000	\$1,000.00	(\$1,000.00)
SUB-TOTAL AMOUNT OF DEDUCTIONS FOR BID ALTERNATE #1 FOR MATERIALS AND SERVICES, SCHEDULE IX, ITEMS 901 THROUGH 903, INCLUSIVE					(\$14,920.10)
TOTAL AMOUNT BID ALTERNATE #1 FOR MATERIALS AND SERVICES, SCHEDULE VII THROUGH SCHEDULE IX, ITEMS 701 THROUGH 903, INCLUSIVE					\$356,518.60
ROADWAY LIGHTING					
ADDITIVE ALTERNATE II BID ITEMS					
1001	35' 3" STREET LIGHT POLE (STEEL TYPE)	EA	9.000	\$1,200.00	\$10,800.00
1002	PEDESTRIAN LIGHT POLE (STEEL TYPE)	EA	64.000	\$3,200.00	\$204,800.00
1003	COMBINATION, STREETLIGHT W/ PEDESTRIAN FIXTURE	EA	13.000	\$7,200.00	\$93,600.00
1004	RETAINING WALL MOUNTED LIGHT POLE (STEEL TYPE)	EA	4.000	\$5,600.00	\$22,400.00
TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, SCHEDULE X, ITEMS 1001 THROUGH 1004, INCLUSIVE					\$331,600.00
DEDUCTIONS IF ADDITIVE ALTERNATE II ACCEPTED					
1101	35'-3" STREET LIGHT POLE (ALUMINUM)	EA	-9.000	\$2,000.00	(\$18,000.00)
1102	PEDESTRIAN LIGHT POLE (ALUMINUM)	EA	-64.000	\$3,300.00	(\$211,200.00)
1103	COMBINATION, STREETLIGHT W/ PEDESTRIAN FIXTURE	EA	-13.000	\$8,500.00	(\$110,500.00)
1104	RETAINING WALL MOUNTED LIGHT POLE (ALUMINUM)	EA	-4.000	\$6,750.00	(\$27,000.00)
SUB-TOTAL AMOUNT OF DEDUCTIONS FOR BID ALTERNATE #2 FOR MATERIALS AND SERVICES, SCHEDULE XI, ITEMS 1101 THROUGH 1104, INCLUSIVE					(\$366,700.00)
TOTAL AMOUNT BID ALTERNATE #2 FOR MATERIALS AND SERVICES, SCHEDULE X THROUGH SCHEDULE XI, ITEMS 1001 THROUGH 1104, INCLUSIVE					(\$35,100.00)

RESOLUTION ADOPTED BY
UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF DIRECTORS
OF
ORVAL HALL EXCAVATING CO.


We, Orval Hall Excavating Co., Michael F. Hall, and Janet H. Stephenson, as members of the Board of Directors of Orval Hall Excavating Co., a corporation organized under the TEXAS BUSINESS CORPORATION ACT, being all the members of such Board as presently constituted, do by this writing consent to take the following actions and adopt the following resolutions:

IT IS RESOLVED, President; Michael F. Hall, and Janet H. Stephenson, Secretary/Treasurer; have the authority to enter into contracts, execute bids and agreements on behalf of Orval Hall Excavating Co.

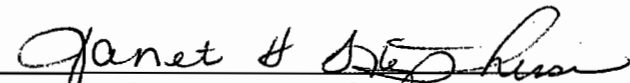
We direct that this consent be filed with the minutes of the proceedings of the Board of Directors of the Corporation.

This consent is executed pursuant to Article 9.10(B) of the TEXAS BUSINESS CORPORATION ACT and Paragraph 3.10 of the Bylaws of the Corporation, which authorize the taking of action by the Board of Directors by unanimous written consent without a meeting.

EXECUTED ON June 7, 2004



MICHAEL F. HALL, President



JANET H. STEPHENSON, Sec./Treasurer



POWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 22824

Certificate No. 1908473

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Sheila Young, Lisa M. Bonnot, Robbi Morales, Don E. Cornell, Jerry P. Rose, Anuj Jain, Luke J. Nolan, Jr. and Chris J. Kutter

Dallas Texas

of the City of _____, State _____, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 25th day of September 2002

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



[Signature of Peter W. Carman]

PETER W. CARMAN, Vice President

[Signature of Thomas E. Huibregtse]

THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland
City of Baltimore

On this 25th day of September 2002, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.



[Signature of Rebecca Easley-Onokala]

REBECCA EASLEY-ONOKALA, Notary Public

SECTION PF
PROPOSAL FORM

ARCHIVE
WESTERN
FILE

June 7, 2004

TO: The Honorable Mayor and Town Council
Town of Addison, Texas

Gentlemen:

The undersigned bidder, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all equipment and to perform labor and work necessary for completion of the work described by and in accordance with the Plans, Specifications and Contract for the following prices, to wit:

Signed By: Matthew Walsh
Matthew Walsh/President

ACKNOWLEDGEMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 Dated: May 17, 2004

Addendum No. 2 Dated: May 19, 2004

Addendum No. 3 Dated: May 26, 2004

Addendum No. 4 Dated: May 28, 2004

Addendum No. 5 Dated: June 3, 2004

Addendum No. 6 Dated: June 4, 2004

Addendum No. 7 Dated: June 4, 2004

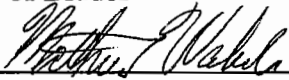
The undersigned Bidder agrees that this bid may not be withdrawn for a period of sixty (60) days after the opening of the bids.

In submitting this bid, it is understood by the undersigned Bidder that the right is reserved by the Town of Addison to reject any and all bids.

Archer Western Contractors, Ltd.

Name of Bidder

By:



(Signature)

Matthew Walsh/President

(Print Name and Title)

Witness:

(Signature)

2121 Avenue 'J', Suite 103, Arlington, TX 76006

(Office Address of Bidder)

Bidder's Tax I.D. No. or Employer No. 36-3286318

SEAL (If Bidder is a Corporation)

NOTES: Sign in ink. Do not detach.

State of Incorporation: Illinois
Corporate Address: 3715 Northside Parkway, NW
Building 100, Suite 550
Atlanta, GA 30327

Archer Western Contractors

ROADWAY IMPROVEMENTS
ARAPAHO ROAD - PHASE III
SURVEYOR BOULEVARD TO ADDISON ROAD

ITEM NO	DESCRIPTION & UNIT PRICE IN WORDS	UNIT OF MEASURE	UNIT PRICE	ESTIMATED QUANTITY	AMOUNT BID
101	Mobilization	L.S.	1,500,000.00	1	1,500,000.00
102	General Site Preparation	STA.	14053 MW	54	758,862 340,000.92 M
103	Full depth saw cut existing concrete	L.F.	2.40	1,564	3,753.60
104	Remove and dispose of existing concrete pavement, including curb	S.Y.	3.73	6,588	24,573.24
105	Remove and dispose of existing concrete sidewalk	S.Y.	3.43	67	229.81
106	Remove and dispose of existing driveway	S.Y.	3.40	86	292.40
107	Unclassified street excavation	C.Y.	6.01	16,000	96,160.00
108	Embankment	C.Y.	3.92	56,000	219,520.00
109	Furnish and place 10" thick reinforced concrete pavement, 5000 psi @ 28 days	S.Y.	31.94	29,400	939,036.00
110	Furnish and place 6" thick integral concrete curb, 4000 psi @ 28 days	L.F.	2.05	11,325	23,216.25
111	Furnish and place monolithic median nose, 4000 psi @ 28 days	EA.	546.94	8	4,375.52
112	Furnish and place 8" thick reinforced concrete driveway, 4000 psi @ 28 days	S.Y.	34.18	450	15,381.00
113	Furnish and place reinforced concrete island, 4000 psi @ 28 days	S.Y.	25.00	300	7,500.00
114	not used	EA.	-	0	-
115	Remove and relocate roadside sign	EA.	150.00	1	150.00
116	Furnish and install Stop sign (R1-1)	EA.	150.00	2	300.00
117	Furnish and install Speed Limit sign (R2-1)	EA.	150.00	5	750.00
118	Furnish and install Left Lane Must Turn Left Sign (R3-7L)	EA.	150.00	3	450.00
119	Furnish and install Right Lane Must Turn Right sign (R3-7R)	EA.	150.00	2	300.00
120	Furnish and install Merge Right sign (R4-7)	EA.	150.00	3	450.00
121	Furnish and install Signal Ahead sign (W3-3)	EA.	150.00	1	150.00
122	Furnish and install Wrong Way Sign (R5-1A)	EA.	150.00	2	300.00
123	Furnish and install Keep Right sign (R4-7A)	EA.	150.00	2	300.00
124	Furnish and install No Parking sign (R8-3A)	EA.	150.00	3	450.00
125	Furnish and install Divided Highway sign (R6-3A)	EA.	150.00	2	300.00
126	Furnish and install Left Lane Ends sign (R9-2L)	EA.	150.00	1	150.00
127	Furnish and install RR XING (W10-1)	EA.	300.00	4	1,200.00
128	Furnish and install Do Not Stop on Tracks sign (R8-8)	EA.	150.00	4	600.00
129	Furnish and install RR XING, Cross Bucks sign (R15-1)	EA.	150.00	4	600.00

Archer Western Contractors

130	Furnish and install 2 Tracks sign (R15-2)	EA.	150.00	4	600.00
131	Furnish and install One Way sign (R6-1R)	EA.	150.00	1	150.00
132	Furnish, place and maintain traffic control devices	L.S.	27,402.00	1	27,402.00
133	Furnish and place 4" white/red reflective square acrylic buttons	EA.	2.75	550	1,512.50
134	Furnish and place 4" white non-reflective raised ceramic buttons	EA.	3.50	550	1,925.00
135	Furnish and place 4" yellow double-reflective square acrylic buttons	EA.	3.50	497	1,739.50
136	Furnish and place 6" x 6" white jiggle bar tiles	EA.	14.00	122	1,708.00
137	Remove existing pavement markings and buttons	L.S.	200.00	1	200.00
138	Furnish and place pavement directional markers	EA.	85.00	22	1,870.00
139	White thermoplastic reflective pavement marking ("ONLY")	EA.	85.00	16	1,360.00
140	RR Xing Pavement Markings, as shown on plans	EA.	279.00	8	2,232.00
141	Furnish and place 24" solid white thermoplastic stop bar	L.F.	3.99	128	510.72
142	Furnish and place 4" solid yellow thermoplastic stripe	L.F.	0.95	100	95.00
143	Furnish and place MSE retaining wall TxDOT ITEM 423	S.F.	27.00 99.04	15,000	405,000.00 495,150.00
144	Furnish and place concrete retaining wall Class F Concrete (CIP Wall), F'c = 4000 psi	C.Y.	295.94	950	281,143.00
145	Structural Excavation	C.Y.	4.00	463	1,852.00
146	Furnish and place bollards	EA.	550.00	4	2,200.00
147	Provide underground electrical service	L.S.	25,000.00	1	25,000.00
148	Furnish and install temporary construction fence (orange plastic)	L.F.	0.82	8,100	6,642.00
149	Furnish and install Pedestrian Rail (TXDOT Item 450)	L.F.	66.94	690	46,188.60
150	Furnish and install Traffic Rail Type T4 (S) (MOD) (TXDOT Item 450)	L.F.	75.13	1,950	146,503.50
151	Furnish and install Single Guardrail Terminal TxDOT Item SGT (8)-03A	L.F.	32.83	150	4,924.50
152	Furnish and install wheel stops	EA.	47.13	116	5,467.08
153	Engineer's Field Office	Monthly	1,675.00	14	23,450.00
154	not used		-		-
155	Install and Furnish Concrete Railroad Crossing	L.F.	371.00	380	140,980.00
156	Install and Furnish 8x8 Steel bungalow, with constant warning and all other equipment required to control warning devices below	L.S.	0.00	1	0.00
157	Install and Furnish flasher & gate signals with 12" LED lights, all aluminum gate arms, LED gate lights, signs, bells, per state	L.S.	0.00	1	0.00
158	Install and Furnish signal material as required for project foundations, underground wire & cable, guard rails, multi-shunt boxes, track connector, etc.	L.S.	0.00	1	0.00
159	Install and Furnish project material, directional boring, electrical service, insulated joints	L.S.	0.00	1	0.00

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160	Install and Furnish track material, electro-glide yard tract, switch machine, radio control DTMF interface	L.S.	0.00	1	0.00
161	Unclassified Brickyard excavation	C.Y.	7.08	30,000	212,400.00
162	Furnish and place 4" white stripe	L.F.	1.00	2,740	2,740.00
163	Furnish and place 10' chain link fence	L.F.	20.00	110	2,200.00
TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, SCHEDULE I, ITEMS 101 THROUGH 161, INCLUSIVE					\$ 4,628,833.14
200	Furnish and install 10" PVC SDR 35 sanitary sewer pipe, including embedment	L.F.	27.08	1,396	37,803.68
201	Furnish and install 12" PVC SDR 35 sanitary sewer pipe, including embedment	L.F.	47.25	1,177	55,613.25
202	Furnish and install 4' diameter sanitary sewer manhole, complete and in place	EA.	1,706.41	6	10,238.46
203	Furnish and install 4' diameter sanitary sewer manhole with internal drop, complete and in place	EA.	3,585.96	4	14,343.84
204	Install and connect various size sanitary sewer services, including clean-outs, per plans	EA.	755.08	6	4,530.48
205	Furnish and install 24" steel encasement pipe for sanitary sewer lines as shown on the plans, including spacers and embedment	L.F.	75.89	300	22,767.00
206	RESERVED		-		-
207	Remove and dispose of existing manhole	EA.	5,599.46	5	27,997.30
208	Furnish, install, maintain and remove erosion control devices	L.S.	50,602.00	1	50,602.00
209	Remove concrete channel lining	L.S.	27,336.45	1	27,336.45
210	Remove existing 66" RCP	L.F.	31.04	763	23,683.52
211	Remove 3-66" headwall	EA.	1,337.22	2	2,674.44
212	Remove 54" headwall and RCP	L.F.	103.37	28	2,894.36
213	Remove 9'x5' box culvert	L.F.	96.48	30	2,894.40
214	Remove 24" RCP	L.F.	56.63	60	3,397.80
215	Remove 30" RCP	L.F.	29.07	16	465.12
216	Remove 30" headwall	EA.	465.08	1	465.08
217	Remove CMP and headwall	L.F.	21.03	39	820.17
218	Remove 2-4'x2' headwall	EA.	416.80	2	833.60
219	Salvage Fire hydrant and valve	EA.	156.77	1	156.77
220	Construct concrete pilot channel	SY	25.00	85	2,125.00
221	8' standard curb inlet	EA.	1,753.79	6	10,522.74
222	10' standard curb inlet	EA.	1,980.00	3	5,940.00
223	12' standard curb inlet	EA.	2,320.00	1	2,320.00
224	8' Recessed curb inlet	EA.	1,750.00	7	12,250.00

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225	10' Recessed curb inlet	EA.	1,980.00	11	21,780.00
226	2-8' Recessed curb inlet	EA.	3,600.00	1	3,600.00
227	10' modified curb inlet	EA.	2,500.00	1	2,500.00
228	2-Grate Inlet	EA.	2,300.00	4	9,200.00
229	"Y" inlet	EA.	1,400.00	13	18,200.00
230	1'x1' grate inlet	EA.	1,500.00	1	1,500.00
231	Double 10'x6' PW Wingwall for one end treatment	EA.	6,000.00	1	6,000.00
232	1-6'x5' PW Wingwall for one end treatment	EA.	3,003.06	1	3,003.06
233	30" Type "A" headwall	EA.	1,005.44	1	1,005.44
234	36" Type "B" headwall	EA.	1,202.30	1	1,202.30
235	Box Culvert Storm Manhole	EA.	1,195.96	6	7,175.76
236	Type A storm sewer manhole	EA.	1,620.42	1	1,620.42
237	18" RCP storm sewer pipe	L.F.	59.01	8	472.08
238	21" RCP storm sewer pipe	L.F.	51.16	914	46,760.24
239	24" RCP storm sewer pipe	L.F.	57.05	925	52,771.25
240	30" RCP storm sewer pipe	L.F.	69.19	583	40,337.77
241	36" RCP storm sewer pipe	L.F.	106.12	40	4,244.80
242	54" RCP storm sewer pipe	L.F.	219.93	19	4,178.67
243	60" RCP storm sewer pipe	L.F.	452.96	6	2,717.76
244	4'x2' box culvert	L.F.	145.44	24	3,490.56
245	6'x3' box culvert	L.F.	185.62	244	45,291.28
246	6'x5' box culvert	L.F.	221.10	112	24,763.20
247	7'x5' box culvert	L.F.	288.91	260	75,116.60
248	8'x5' box culvert	L.F.	301.38	590	177,814.20
249	9'x5' box culvert	L.F.	381.13	4,516	1,721,183.08
250	10'x5' box culvert	L.F.	416.24	512	213,114.88
251	10'x6' box culvert	L.F.	439.31	1,395	612,837.45
252	21" RCP w/36" steel encasement by bore and jack	L.F.	313.23	48	15,035.04
253	24" RCP 2/36" steel encasement by bore and jack	L.F.	313.70	42	13,175.40
254	30" RCP w/42" steel encasement by bore and jack	L.F.	338.94	38	12,879.72
255	4" Schedule 40 PVC pipe	L.F.	9.03	1,572	14,195.16
256	8" Schedule 40 PVC pipe	L.F.	28.06	15	420.90
257	PVC Fittings for Schedule 40 PVC pipe	LS	10.00	1	10.00
258	12" HDPE storm sewer pipe	L.F.	38.48	124	4,771.52
259	10" Reinforced Concrete Pavement sawcut/removal/replacement at Surveyor Blvd. and Midway Road (including Midway Road median)	SY	81.16	510	41,391.60

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260	8" Reinforced Concrete Parking Lot sawcut/removal/replacement at Pump Station	SY	73.67	45	3,315.15
261	Fire Hydrant (including 6" water lead and valve)	EA.	2,591.65	1	2,591.65
262	8" C909 PVC Class 150 water line	L.F.	55.18	85	4,690.30
263	60" RCCP water lowering including but not limited to all thrust blocking, fittings, and appurtenances (per DWU standards)	L.F.	1,413.99	80	113,119.20
264	16" C900 PVC Class 150 Water lowering	L.F.	143.17	30	4,295.10
265	8" C909 PVC Class 150 Water lowering	L.F.	145.67	40	5,826.80
266	Trench Safety	L.F.	1.00	14,536	14,536.00
267	Sediment removal, inside 66" RCP	CY	30.74	250	7,685.00
268	Remove 9'x5' Headwall on West side of Midway Road	EA.	1,256.75	1	1,256.75
269	Preparation and implementation of SWPPP, per specifications and TCEQ requirements	LS	500.00	1	500.00
270	60" Butterfly Valve and Appurtenances, per plans	LS	18,309.88	1	18,309.88
271	Grouted Riprap	SY	36.29	750	27,217.50
272	Temporary 8" thick Asphalt Pavement (2" HMAC Type D, 6" HMAC Type B), per Traffic Control Plan	SY	23.05	500	11,525.00
TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, SCHEDULE II, ITEMS 200 THROUGH 272, INCLUSIVE					\$ 3,741,303.93
301	Traffic Signals - Arapaho Road at Addison Road	L.S.	23,000.00	1	23,000.00
302	Traffic Signals - Arapho Road at Surveyor Boulevard	L.S.	10,500.00	1	10,500.00
303	Conduit, 2" schedule 40 PVC	L.F.	5.00	11,003	55,015.00
304	Conduit, 2" schedule 40 PVC, bored and trenched	L.F.	20.00	108	2,160.00
305	Conduit, 4" schedule 40 PVC, bored and trenched	L.F.	25.00	195	4,875.00
306	Conduit (RM)(1-1/2")	L.F.	20.00	243	4,860.00
307	35' 3" street light pole	EA.	2,000.00	9	18,000.00
308	Pedestrian base and light pole	EA.	3,400.00	64	217,600.00
309	Combination, street light w/pedestrian fixture	EA.	8,500.00	13	110,500.00
310	Retaining Wall Mounted Light Pole	EA.	1,500.00	4	6,000.00
311	70W wall mounted luminaire fixture	EA.	6,750.00	4	27,000.00
312	Cable, insulated, #6 AWG	L.F.	1.00	22,706	22,706.00
313	Cable, insulated, #8 AWG	L.F.	0.85	770	654.50
314	Bare ground, #8 AWG	L.F.	0.85	385	327.25
315	Bare ground, #6 AWG	L.F.	1.00	11,353	11,353.00
316	Cable, insulated, #4 AWG	L.F.	1.00	780	780.00
317	Bare ground, #4 AWG	L.F.	1.00	390	390.00
318	Foundation, 35' 3" street light pole	EA.	800.00	21	16,800.00

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319	Foundation, pedestrian light pole	L.F.	800.00	64	51,200.00
320	Ground mounted pullbox, Type A	EA.	500.00	24	12,000.00
321	Ground mounted pullbox, Type C	EA.	500.00	1	500.00
322	Lighting control cabinet	EA.	6,000.00	3	18,000.00
TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, SCHEDULE III, ITEMS 301 THROUGH 322, INCLUSIVE					\$ 614,220.75
401	Furnish and install Shumard Oak (4" cal.)	EA.	701.68	36	25,260.48
402	Furnish and install Shantung Maple (3" cal.)	EA.	377.83	37	13,979.71
403	Furnish and install Savannah Holly (30 gal. specimen)	EA.	205.11	105	21,536.55
404	Furnish and install Vitex/Chaste Tree (30 gal. specimen)	EA.	248.29	8	1,986.32
405	Furnish and install Crape Myrtle (30 gal.)	EA.	183.52	43	7,891.36
406	Furnish and install Dwarf Burford Holly (5 gal.)	EA.	17.27	225	3,885.75
407	Furnish and install Fringe Flower (5 gal.)	EA.	19.43	108	2,098.44
408	Furnish and install Harbor Dwarf Nandina (3 gal.)	EA.	16.19	263	4,257.97
409	Furnish and install Mary Nell Holly (5 gal.)	EA.	19.43	178	3,458.54
410	Furnish and install purple wintercreeper (1 gal.)	EA.	3.24	1,727	5,595.48
411	Furnish and install Asian Jasmine (1 gal.)	EA.	2.27	14,706	33,382.62
412	Furnish and install Indian Grass (5 gal.)	EA.	21.59	66	1,424.94
413	Furnish and install Bushy Bluestem Grass (5 gal.)	EA.	21.59	130	2,806.70
414	Furnish and install Little Bluestem Grass (3 gal.)	EA.	17.27	615	10,621.05
415	Furnish and install Lindheimer's Muhly (3 gal.)	EA.	17.27	104	1,796.08
416	Furnish and place solid sod (Bermuda)	S.Y.	2.43	12,800	31,104.00
417	Furnish and place Hydromulch (Bermuda)	S.F.	0.05	105,082	5,254.10
418	Furnish and install tree protection	L.F.	1.62	4,000	6,480.00
419	Furnish and place compost in turf areas (sod only)	C.Y.	32.39	363	11,757.57
420	Furnish and install finely shredded hardwood bark mulch	C.Y.	32.39	346	11,206.94
421	Furnish and install bed preparation with compost	C.Y.	34.54	346	11,950.84
422	Furnish and install irrigation system, turnkey	L.S.	123,798.62	1	123,798.62
423	Furnish and install crosswalk brick pavers (see specs)	S.F.	14.25	2,016	28,728.00
424	Furnish and install median pavers (see specs)	S.F.	17.31	3,724	64,462.44
425	Furnish and install walkway pavers (see specs)	S.F.	10.75	4,472	48,074.00
426	Furnish and place 5" reinforced concrete paving	S.F.	3.11	43,207	134,373.77
427	Furnish and place 5" reinforced concrete path	S.F.	3.70	28,845	106,726.50
428	Furnish and place 12" concrete bands	L.F.	12.57	2,396	30,117.72
429	Embankment	C.Y.	13.81	248	3,424.88
430	Furnish and install flush concrete strips (2'x10')	S.F.	14.12	20	282.40

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431	Furnish and place decomposed granite paving	S.F.	1.78	32,488	57,828.64
432	Furnish and place river cobbles with drain pipe, if shown	C.Y.	375.31	59	22,143.29
433	Furnish and install flagstone paving	S.F.	15.69	6,100	95,709.00
434	Furnish and install ADA ramp	EA.	1,150.00	7	8,050.00
435	Furnish and install tree grate	EA.	293.92	22	6,466.24
436	Furnish and place concrete benches (18" ht.)	EA.	562.21	3	1,686.63
437	Furnish and install CMU wall (includes footing)	L.F.	78.11	144	11,247.84
438	Furnish and install brick veneer (see specs)	S.F.	4.26	608	2,590.08
439	Furnish and install cast stone cap	L.F.	20.39	144	2,936.16
440	Furnish and install modular retaining wall system (mesa)	S.F.	17.35	1,708	29,633.80
441	Furnish and install security fence on retaining wall	L.F.	86.75	477	41,379.75
442	Furnish and install decorative metal fence	L.F.	66.98	895	59,947.10
443	Furnish and install decorative metal gate	EA.	12,000.00	1	12,000.00
444	Furnish and place brick columns	EA.	732.04	6	4,392.24
445	Furnish and install pedestal voice communication unit (includes footing)	EA.	5,000.00	3	15,000.00
446	Furnish and install steel edging	L.F.	2.43	484	1,176.12
TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, SCHEDULE I, ITEMS 401 THROUGH 446, INCLUSIVE					\$ 1,129,910.66
501	48" Dia. Concrete Drilled Shaft (TXDOT Item 416)	LF	143.59	147	21,107.73
502	60" Dia. Concrete Drilled Shaft (TXDOT Item 416)	LF	229.63	312	71,644.56
503	96" Dia. Concrete Drilled Shaft (TXDOT Item 416)	LF	518.46	365	189,237.90
504	Cast-In-Place Concrete Abutment (TXDOT Item 420) (Class F Concrete - 5000 psf)	CY	500.00	79.3	39,650.00
505	Cast-In-Place Concrete Bents 2-8 & 11-14 (TXDOT Item 420) (Class F Concrete - 5000 psf)	CY	600.00	1,037.5	622,500.00
506	Cast-In-Place Concrete Bents 9 & 10 (TXDOT Item 420) (Class F Concrete - 5000 psf)	CY	650.00	505.2	328,380.00
507	Cast-In-Place Concrete Diaphragm (TXDOT Item 420) (Class F Concrete - 5000 psf)	CY	1,400.00	99.4	139,160.00
508	Construct Reinforced Concrete Slab (TXDOT Item 422) (Class S Concrete)	SF	10.00	83,680	836,800.00
509	Precast Prestressed Concrete Members (TXDOT Item 425) (U54 Beams)	LF	250.00	6,089	1,522,250.00
510	Concrete Surface Treatment (TXDOT Item 428)	SY	0.39	9,298	3,626.22
511	Structural Steel for Steel Arch (TXDOT Item 442)	LB	5.00	175,000	875,000.00
512	Structural Steel for Steel Stinger (TXDOT Item 442)	LB	3.72	12,701	47,247.72

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513	Furnish, Install & Tension Structural Strands, 2 1/2" Dia (Tech Spec SSH)	LS	163,709.30	1	163,709.30
514	Pedestrian Rail (TXDOT Item 450)	LF	61.99	1,604	99,431.96
515	Traffic Rail Type T4 (S) (MOD) "A" (TXDOT Item 450)	LF	92.19	1,577	145,383.63
516	Traffic Rail Type T4 (S) (MOD) "B" (TXDOT Item 450)	LF	61.95	1,576	97,633.20
517	Sealed Expansion Joint (4") (TXDOT Item 454)	LF	73.21	363.7	26,626.48
518	Structural Approach Slab (TXDOT Item 442)	CY	200.66	73.6	14,768.58
519	"Addison" Logo Form Liner	LS	9,144.80	1	9,144.80
520	Standard 24" x 24" Monument Plaque	EA.	1,139.01	2	2,278.02
TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, SCHEDULE V, ITEMS 501 THROUGH 520, INCLUSIVE					\$ 5,255,580.09
601	Furnish & install Conduit, 3/4" schedule 40 PVC	LF	3.00	3,870	11,610.00
602	Furnish & install Conduit, 2" schedule 80 PVC	LF	6.00	760	4,560.00
603	Furnish & install Conduit, 3/4" schedule 40 RMC	LF	10.00	3,620	36,200.00
604	Furnish & install Conduit, 1" schedule 40 RMC	LF	10.00	150	1,500.00
605	Furnish & install Electrical Conductor, #2, Bare	LF	2.00	450	900.00
606	Furnish & install Electrical Conductor, #2, Insulated	LF	2.00	1,000	2,000.00
607	Furnish & install Electrical Conductor, #6, Bare	LF	1.00	1,040	1,040.00
608	Furnish & install Electrical Conductor, #6, Insulated	LF	1.00	3,680	3,680.00
609	Furnish & install Electrical Conductor, #8, Bare	LF	0.85	1,485	1,262.25
610	Furnish & install Electrical Conductor, #8, Insulated	LF	0.85	3,130	2,660.50
611	Furnish & install Electrical Conductor, #10, Bare	LF	0.45	4,630	2,083.50
612	Furnish & install Electrical Conductor, #10, Insulated	LF	0.45	10,410	4,684.50
613	Furnish & install Electrical Conductor, #12, Bare	LF	0.35	3,420	1,197.00
614	Furnish & install Electrical Conductor, #12, Insulated	LF	0.35	6,840	2,394.00
615	Furnish & install Ground Box (Type E)	EA.	500.00	9	4,500.00
616	Furnish & install Junction Box	EA.	150.00	52	7,800.00
617	Furnish & install Fused Disconnects	EA.	800.00	3	2,400.00
618	Furnish & install Pedestal Service & Foundation	EA.	6,000.00	1	6,000.00
619	Furnish & install Load Distribution Center & Foundation	EA.	12,000.00	2	24,000.00
620	Furnish & install 120v Weatherproof Duplex Receptacles	EA.	200.00	12	2,400.00
621	Furnish & install LED Drivers	EA.	1,000.00	36	36,000.00
622	Furnish & Install Fixtures & Mounting Type "A-1A" Arch Floodlight w/Baffles, 175w	EA.	4,700.00	2	9,400.00
623	Furnish & Install Fixtures & Mounting Type "A-1B", Arch Floodlight w/Baffles, 250w	EA.	4,850.00	4	19,400.00

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624	Furnish & Install Fixtures & Mounting Type "A-1C", Arch Floodlight w/Baffles, 400w	EA.	5,100.00	3	15,300.00
625	Furnish & Install Fixtures & Mounting Type "A-2A", Arch Floodlight, 175w	EA.	4,100.00	2	8,200.00
626	Furnish & Install Fixtures & Mounting Type "A-2B", Arch Floodlight, 250w	EA.	4,250.00	4	17,000.00
627	Furnish & Install Fixtures & Mounting Type "A-2C", Arch Floodlight, 400w	EA.	4,500.00	3	13,500.00
628	Furnish & Install Fixtures & Mounting Type "B", Blue LED Marker Light	EA.	5,500.00	22	121,000.00
629	Furnish & Install Fixtures & Mounting Type "C-1", LED Linear Grazing Accent, 18"	EA.	1,000.00	54	54,000.00
630	Furnish & Install Fixtures & Mounting Type "C-2", LED Linear Grazing Accent, 12"	EA.	1,000.00	54	54,000.00
631	Furnish & Install Fixtures & Mounting Type "D", Induction Area Light	EA.	1,750.00	48	84,000.00
632	Furnish & Install Fixtures & Mounting Type "E-1", Stinger Lighting, Deck Mount	EA.	2,300.00	2	4,600.00
633	Furnish & Install Fixtures & Mounting Type "E-2", Stinger Lighting, Triangular Bent Mount	EA.	2,300.00	2	4,600.00
634	Furnish & Install Fixtures & Mounting Type "F", Roadway Lighting, 20' Height	EA.	4,800.00	20	96,000.00
635	Furnish & Install Fixtures & Mounting Type "G", Roadway Lighting, 35' Height	EA.	5,000.00	9	45,000.00
636	Grounding of Steel Structures	LS	5,000.00	1	5,000.00
TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, SCHEDULE VI, ITEMS 601 THROUGH 636, INCLUSIVE					\$ 709,871.75
701	Pedestrian base and light pole	EA.	3,000.00	3	9,000.00
702	Foundation, pedestrian light pole	EA.	800.00	3	2,400.00
703	Bare ground, #6 AWG	L.F.	1.00	135	135.00
704	Cable, insulated, #6 AWG	L.F.	1.00	270	270.00
TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, SCHEDULE VII, ITEMS 701 THROUGH 704, INCLUSIVE					\$ 11,805.00
801	Furnish and install Shantung Maple (3" cal.)	EA.	377.83	22	8,312.26
802	Furnish and install Vitex/Chaste Tree (30 gal. specimen)	EA.	248.29	9	2,234.61
803	Furnish and install Wildflower Mix (seed)	S.F.	0.16	2,642	422.72
804	Furnish and install Indian Grass (5 gal.)	EA.	21.59	9	194.31
805	Furnish and install Little Bluestem Grass (3 gal.)	EA.	17.27	522	9,014.94
806	Furnish and install Lindheimer's Muhly (3 gal.)	EA.	17.27	136	2,348.72

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807	Furnish and install Weeping Love Grass (see specs)	S.Y.	0.68	1,323	899.64
808	Furnish and install solid sod (Buffalo 609)	S.Y.	4.05	5,616	22,744.80
809	Furnish and install solid sod (Bermuda)	S.Y.	2.43	2,790	6,779.70
810	Furnish and place compost @ sod (Bermuda), wildflower & Weeping Love Grass	C.Y.	32.39	233	7,546.87
811	Furnish and install finely shredded hardwood bark mulch	C.Y.	32.39	40	1,295.60
812	Furnish and install bed preparation with compost	C.Y.	34.54	40	1,381.60
813	Furnish and install walkway pavers (see specs)	S.F.	6.89	2,465	16,983.85
814	Furnish and place 12" concrete bands	L.F.	12.60	2,245	28,287.00
815	Furnish and place 6" concrete bands	L.F.	11.03	540	5,956.20
816	Embankment	C.Y.	12.88	8,060	103,812.80
817	Furnish and install flush concrete strips (2'x10')	S.F.	10.92	100	1,092.00
818	Furnish and place river cobbles with drain pipe, if shown	C.Y.	446.80	15	6,702.00
819	Furnish and place landscape boulders	EA.	400.27	26	10,407.02
820	Furnish and install flagstone paving	S.F.	15.88	4,888	77,621.44
821	Furnish and place concrete benches (18" ht.)	EA.	449.15	18	8,084.70
822	Furnish and place concrete benches (22" ht.)	EA.	640.97	7	4,486.79
823	Furnish and place concrete retaining wall (includes footing)	C.Y.	297.97	82	24,433.54
824	Furnish and install steel edging	L.F.	2.43	85	206.55
SUB-TOTAL AMOUNT BID ALTERNATE #1 FOR MATERIALS AND SERVICES, SCHEDULE VIII, ITEMS 801 THROUGH 824, INCLUSIVE					\$ 351,249.66
901	Furnish and place 5" reinforced concrete paving	S.F.	6.64	-2,476	(16,440.64)
902	Furnish and place Hydromulch (Bermuda)	S.F.	0.05	-105,082	(5,254.10)
903	Furnish and install tree grate	EA.	1,913.90	-1	(1,913.90)
SUB-TOTAL AMOUNT OF DEDUCTIONS FOR BID ALTERNATE #1 FOR MATERIALS AND SERVICES, SCHEDULE IX, ITEMS 901 THROUGH 903, INCLUSIVE					\$ (23,608.64)
TOTAL AMOUNT BID ALTERNATE #1 FOR MATERIALS AND SERVICES, SCHEDULE VI THROUGH SCHEDULE IX, ITEMS 701 THROUGH 903, INCLUSIVE ALL DEDUCTIONS					\$ 339,446.02
1001	35'3" Street Light Pole (Steel Type)	EA.	1,200.00	9	10,800.00
1002	Pedestrian Light Pole (Steel Type)	EA.	3,200.00	64	204,800.00
1003	Combination, Street Light w/Pedestrian Fixture (Steel Type)	EA.	7,200.00	13	93,600.00
1004	Retaining Wall Mounted Light Pole (Steel Type)	EA.	5,600.00	4	22,400.00
TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, SCHEDULE X, ITEMS 1001 THROUGH 1004, INCLUSIVE					\$ 331,600.00

Archer Western Contractors

1101	35'-3" Street Light Pole (aluminum)	EA.	2,000.00	-9	(18,000.00)
1102	Pedestrian Light Pole (aluminum)	EA.	3,300.00	-64	(211,200.00)
1103	Combination, Street Light w/Pedestrian Fixture (aluminum)	EA.	8,500.00	-13	(110,500.00)
1104	Retaining Wall Mounted Light Pole (aluminum)	EA.	6,750.00	-4	(27,000.00)
SUB-TOTAL AMOUNT OF DEDUCTIONS FOR BID ALTERNATE #2 FOR MATERIALS AND SERVICES, SCHEDULE XI, ITEMS 1101 THROUGH 1104, INCLUSIVE					\$ (366,700.00)

TOTAL AMOUNT BID ALTERNATE #2 FOR MATERIALS AND SERVICES, SCHEDULE X THROUGH SCHEDULE XI, ITEMS 1001 THROUGH 1104, INCLUSIVE ALL DEDUCTIONS					(\$35,100.00)
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**PAVING, UTILITIES, SIGNALIZATION, AND
STREETSCAPE
BID SCHEDULE SUMMARY
ARAPAHO ROAD - PHASE III
SURVEYOR BOULEVARD TO ADDISON ROAD**

Base Bid

Bid Schedule & Description

Total Amount Materials & Service

I.	Roadway Improvements	\$ \$	<u>4,628,633.14</u>	<i>4,747,345²³ MW</i>
II.	Utility Improvements	\$ \$	<u>3,741,303.93</u>	
III.	Lighting and Signalization Improvements	\$ \$	<u>614,220.75</u>	
IV.	Streetscape Improvements	\$ \$	<u>1,129,910.66</u>	
V.	Bridge Construction	\$ \$	<u>5,255,580.09</u>	
VI.	Bridge Lighting	\$ \$	<u>709,871.75</u>	
TOTAL BID FOR SCHEDULES I - VI				
= TOTAL OF STANDARD BID (A):		\$ \$	<u>46,079,520.32</u>	<i>16,398,232⁴⁰ MW</i>

Archer Western Contractors

TOTAL OF TIME BID: (CALENDAR DAYS)	425
TOTAL OF CALENDAR DAYS X \$4,000 (B):	\$ 1,700,000.00
BASIS FOR COMPARISON OF BIDS: (A) +	
(B) = TOTAL BID:	\$ 17,779,520.92 18,098,232.40 MW

Additive Alternate I

Bid Schedule & Description	Total Amount Materials & Service
VII. Roadway Lighting	\$ \$ 11,805.00
VIII. Streetscape Improvements	\$ \$ 351,249.66
IX. Deductions if alternative #1 is Accepted	\$ \$ (23,608.64)
TOTAL BID FOR ADDITIVE ALTERNATE I	
= TOTAL OF ADDITIVE ALTERNATE BID (A):	\$ \$ 339,446.02
TOTAL OF CALENDAR DAYS X \$4,000 (B):	\$ 4,000.00
BASIS FOR COMPARISON OF BIDS: Additive	
Alternate I (A) + (B) = TOTAL BID:	\$ 343,446.02

Additive Alternate II

Bid Schedule & Description	Total Amount Materials & Service
X. Roadway Lighting	\$ \$ 331,600.00

Archer Western Contractors

XI. Deductions if alternative #2 is Accepted

\$ \$ (366,700.00)

TOTAL BID FOR ADDITIVE ALTERNATE II

= TOTAL OF ADDITIVE ALTERNATE BID (A):

\$ (\$35,100.00)

TOTAL OF CALENDAR DAYS X \$4,000 (B):

\$ 4,000.00

BASIS FOR COMPARISON OF BIDS:

Additive

Alternate II (A) + (B) = TOTAL BID:

(\$31,100.00)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183-9062

BID BOND

BID BOND ACCOUNT # 8 SB 5676997 BCM

KNOW ALL MEN BY THESE PRESENTS, That we,

ARCHER WESTERN CONTRACTORS, LTD.

2121 Avenue "J", Suite 103, Arlington, Texas 76006

as Principal, hereinafter called the Principal, and **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut and authorized to transact business in the State of Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto

TOWN OF ADDISON, TEXAS

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF BID PRICE (5%)** for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

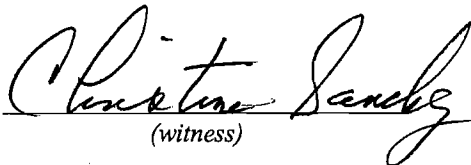
ARAPAHO ROAD – PHASE III – SURVEYOR BOULEVARD TO ADDISON ROAD

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **27th** day of **MAY**, A.D., **2004**.

ARCHER WESTERN CONTRACTORS, LTD.

By:  (Seal)


(witness)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(AM Best Rating: A+ XV)

By:  (Seal)

KEVIN P. NAGEL, ATTORNEY-IN-FACT

Telephone: (847) 384-8619

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The language in the document conforms exactly to the language used in AIA Document A310, February 1970 edition.

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: *Kevin P. Nagel, Eileen Lucitt, of Park Ridge / Crestwood, Illinois*, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, *not limited to a specific amount*, and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of Travelers' statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

Returned
to
Patty
1/11/06

TOWN OF ADDISON, TEXAS

ARAPAHO ROAD - PHASE III

Project No. 04-022

CHANGE ORDER NUMBER: 5

1. CONTRACTOR: Archer Western Contractors

2. Change Order Work Limits: Sta. 34+07 to Sta. 87+88

3. Describe the work being revised:

See Attached Reason Sheet

4. Work to be performed in accordance with Items: See attached Tables

5. New or revised plan sheet(s) are attached and numbered: IR-01, 06 & 07; BR-32, 50, 58 & 59

6. New general notes to the contract are attached: [] Yes [x] No

7. New Special Provisions to Its N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

Table with contractor signature and project details. Includes fields for 'THE CONTRACTOR', 'Date', 'Typed/Printed Name', 'Typed/Printed Title', and 'The following information must be provided' with sub-fields for 'Time Ext. #', 'Days added on this CO', and 'Amount added by this change order'.

RECOMMENDED FOR EXECUTION: [Signature] Construction Inspector Date 12/7/05

[Signature] Project Manager Date 12-06-05

[Signature] Nancy S. Clinic 1/4/06 Town of Addison Director of Public Works Date

[Signature] Asst. Public Work Director Date

[Signature] Steve Chutthrai 12/17/05 Town of Addison Asst. City Engineer Date

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Reason for Change

This change order will increase work by ten new contract work items, the reduction in quantity of two original bid items and the increase in quantity of 3 original bid items. The change order will result in Thirty-three (33) days time extension to the contract.

Item 233 – 30” Type ‘A’ Headwall:

History of why the change order occurred – Deletion of the original bid item, which was determine not to be required . See below.

Impact to the contract amount – A credit amount of \$1,005.44 to the base contract.

Impact to the project schedule – The project calendar day total is not affected.

Item 255 – 4’ Schedule 40 PVC pipe

Contractor was instructed to provide an additional 4” PVC conduit for cable services and electrical services that will be compensated under the existing contract bid item unit price.

History of why the change order occurred – Additional conduit runs were installed for the existing services for cable which could not be installed within the same conduit; alignment adjustment for the existing services and to continue to provide an spare conduit for future and

Impact to the contract amount – A total dollar amount of \$5,950.77 is approved.

Impact to the project schedule – The project calendar day total is not affected.

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Item 262 – 8” C909 PVC Class 150 Water Line (Related to PCO #054):

The contractor was asked to provide additional 8” PVC water main, which would be compensated under the existing contract bid item unit price.

History of why the change order occurred – After the start of the construction, it was observed that the existing as-built condition of the existing 8” water main would be under the future MSE #4 - retaining wall. This cost is for the relocation of the existing water main to the outside/from under the retaining wall.

Impact to the contract amount – A total dollar amount of \$10,484.20 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 305– Conduit, 4” Schedule 40 PVC, Bored and Trenched:

Contractor was requested to provide additional conduit runs, which will be compensated under the existing contract bid item unit price.

History of why the change order occurred – An additional conduit run to compensate for the as-built condition found at the new Arapaho Rd/ Addison Rd intersection traffic control system. Also, additional conduit quantity to avoiding existing under ground obstructions.

Impact to the contract amount – A total dollar amount of \$7,750.00 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 424 – Furnish and Install Median Pavers (PCO #062):

History of why the change order occurred – Adjustments to the median at the railroad grade crossings to make the look of the roadway crossing uniform.

Impact to the contract amount – A credit amount of \$11,251.50 to the base contract.

Impact to the project schedule – The project calendar day total is not affected.

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Item 1238 – Relocate existing 8” Valve and Main (PCO # 054):

Contractor directed to locate, excavate and remove the driveway entrance to fine the existing valve to isolate the section of the 8” water main to be relocated. The Contractor claimed \$1,267.29 for the relative work that was incurred.

History of why the change order occurred – After the start of the construction, it was observed that the existing as-built condition of the existing 8” water main would be under the future MSE #4 - retaining wall. This work didn’t directly impact the critical path of the project.

Impact to the contract amount – The dollar amount of \$1,267.29 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1239 – Demo of Existing SBC Manhole (PCO #045):

Contractor claimed two additional days for the remove the existing SBC Manhole which was in the way of the new 12” Sanitary Sewer installation. Contractor also claims \$1,432.78 for additional costs incurred.

History of why the change order occurred – Due to the time frame, the contractor was asked to remove the manhole instead of waiting for SBC, not to delay the contract schedule. This work didn’t directly impact the critical path of the project.

Impact to the contract amount – The dollar amount of \$1,432.78 is approved.

Impact to the project schedule – Impact to the project schedule – The contractor has claimed two additional day for this work. This work did not affect the critical path of the project. The project calendar day total is not affected.

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Item 1240 – Future Irrigation Water Tap at Surveyor Blvd. (PCO #030):

Contractor was requested by the Town of Addison to install an additional water tap for future irrigation for existing property adjacent to the Arapaho Roadway. The Contractor claimed \$4,568.84 for the relative work that was incurred.

History of why the change order occurred – Initial paint specified for the Pedestrian Railing was a System II vinyl paint. After reviewing the specifications and expected performance with the contractor and his paint subconsultant it was determined that a Carboline acrylic paint system was more advantageous to the pedestrian rail. This work didn't directly impact the critical path of the project.

Impact to the contract amount – The dollar amount of \$4,568.84 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1241 – Future Tie-in along Midway road /Irrigation System (PCO #30):

Contractor claims \$13,698.14 for additional costs incurred with days to be determined.

History of why the change order occurred – In the beginning of the contract, it was decided by the Town of Addison to provide the area with additional access for water source. Change were issued to the contract changing the Tie-in to the existing 16" Water main and adding new 4" & 6" water main line with valves.

Impact to the contract amount – The dollar amount of \$13,698.14 is approved.

Impact to the project schedule – The contractor has claimed additional day for this work to be determined. This work did not affect the critical path of the project. The project calendar day total is not affected.

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Item 1242 – Related Cost for the Extension of MSE#2 (PCO #044):

Contractor claims \$1,749.99 for costs incurred not covered by bid items.

History of why the change order occurred – During the construction, it was determine to extend the MSE wall along the property of Bullough/Lyko. This would lessen the impact to the adjacent property during the construction. This cost was incurred by the modification to the drainage system. This work didn't directly impact the critical path of the project.

Impact to the contract amount – The dollar amount of 1,749.99 was approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1243 – T-4 Railing Transition Adjustments (PCO #):

Contractor claims \$917.38 for additional costs incurred.

History of why the change order occurred – The Contractor was directed in the field to change formwork to modify some conflicting condition along the T-4 Transition end. This work didn't directly impact the critical path of the project.

Impact to the contract amount – The dollar amount of \$917.38 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1244 – 'Y'-Inlet Converted to Grate Inlet:

Contractor claims \$300.00 for additional material costs incurred..

History of why the change order occurred – Contractor was directed to place an cast iron frame and grating on the top of an type 'Y'-inlet base to prevent an obstruction within the pavement at the end of the Watson & Talyor storage driveways. This work didn't directly impact the critical path of the project.

Impact to the contract amount – A total dollar amount of \$300.00 is approved.

Impact to the project schedule – The project calendar day total is not affected.

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Item 1245 – Aviation Lights on top of Street Poles (PCO #064):

Contractor claims \$13,698.14 for additional costs incurred with days to be determined.

History of why the change order occurred – The Town of Addison has requested installation of the red aviation lights at the top of the all street poles that are along Arapaho Road near the Addison Airport.

Impact to the contract amount – A total dollar amount of \$16,626.77 is approved.

Impact to the project schedule – This work will be released from the completion date restraints of the contract due to the requirement of the work and availability of the material required to perform the work.

Item 1247 – Diaphragm Concrete Mixed Design (PCO #5058):

Contractor claimed five (5) additional days for the of the Concrete Mixed Design change. Contractor also claims \$932.77 for additional costs incurred

History of why the change order occurred – Due to the tight tolerances with the reinforcing steel within the span 9 diaphragms, it was determined to change the aggregate to a smaller size to allow for a better consolidation of the concrete during the placement.

Impact to the contract amount – A total dollar amount of \$932.77 is approved.

Impact to the project schedule – The project calendar days will be extended five days, which allow for the testing of the new mix design.

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Item 1248 – Diaphragm Rebar Conflicts (PCO #053):

Contractor claimed Twenty-eight (28) additional days for the conflicts with the diaphragm rebar splice coupler, rebar conflicts and re-fabrication of the rebar for the adjusting within the diaphragms in span 9. Contractor also claims \$10,520.45 for additional costs incurred

History of why the change order occurred – Changes to the details, fabrication and installation for the rebar within diaphragm for span 9, delay the placement of concrete for the diaphragms which is on the critical path of the project.

Impact to the contract amount – A dollar amount of \$10,520.45 is approved.

Impact to the project schedule – The project calendar days will be extended Twenty-eight days.

HNTB Corporation



Guy Van Baulen

TOWN OF ADDISON, TEXAS

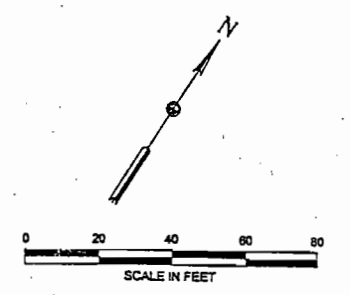
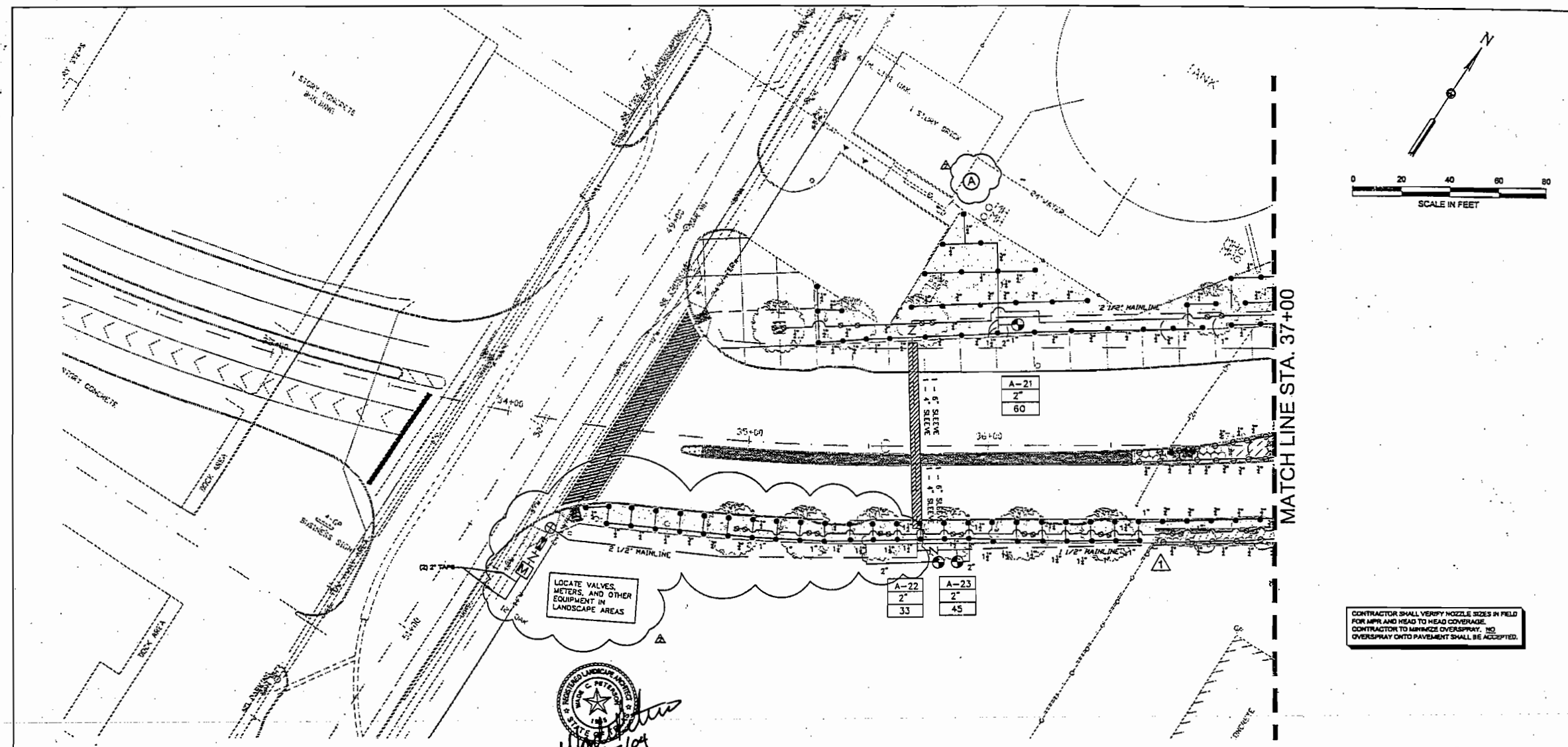
ARAPAHO ROAD - PHASE III

Project No. **04-022**

CHANGE ORDER NO. 5

TABLE B: Contract Items (Continued)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT + PREVIOUSLY REVISED		CHANGE ORDER	REVISED CONTRACT		CHANGE ORDER
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
233	30" Type "A" Headwall	ea	\$1,005.44	1.00	\$1,005.44	-1.00	0.00	\$0.00	(\$1,005.44)
255	4' Schedule 40 PVC pipe	LF	\$9.03	1,572.00	\$14,195.16	659.00	2,231.00	\$20,145.93	\$5,950.77
292	8" C909 PVC Class 150 Water Line	LF	\$55.18	85.00	\$4,690.30	190.00	275.00	\$15,174.50	\$10,484.20
305	Conduit, 4" schedule 40 PVC, bored and trenched	LF	\$25.00	195.00	\$4,875.00	310.00	505.00	\$12,625.00	\$7,750.00
424	Furnish & install median pavers	SF	\$17.31	3,724.00	\$64,462.44	-650.00	3,074.00	\$53,210.94	(\$11,251.50)
				The "Totals" from Table B of the previous work sheet:		\$		\$52,014.41	\$52,014.41
				TOTALS		\$89,228.34		\$153,170.78	\$63,942.44

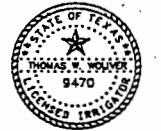


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 8/22/04

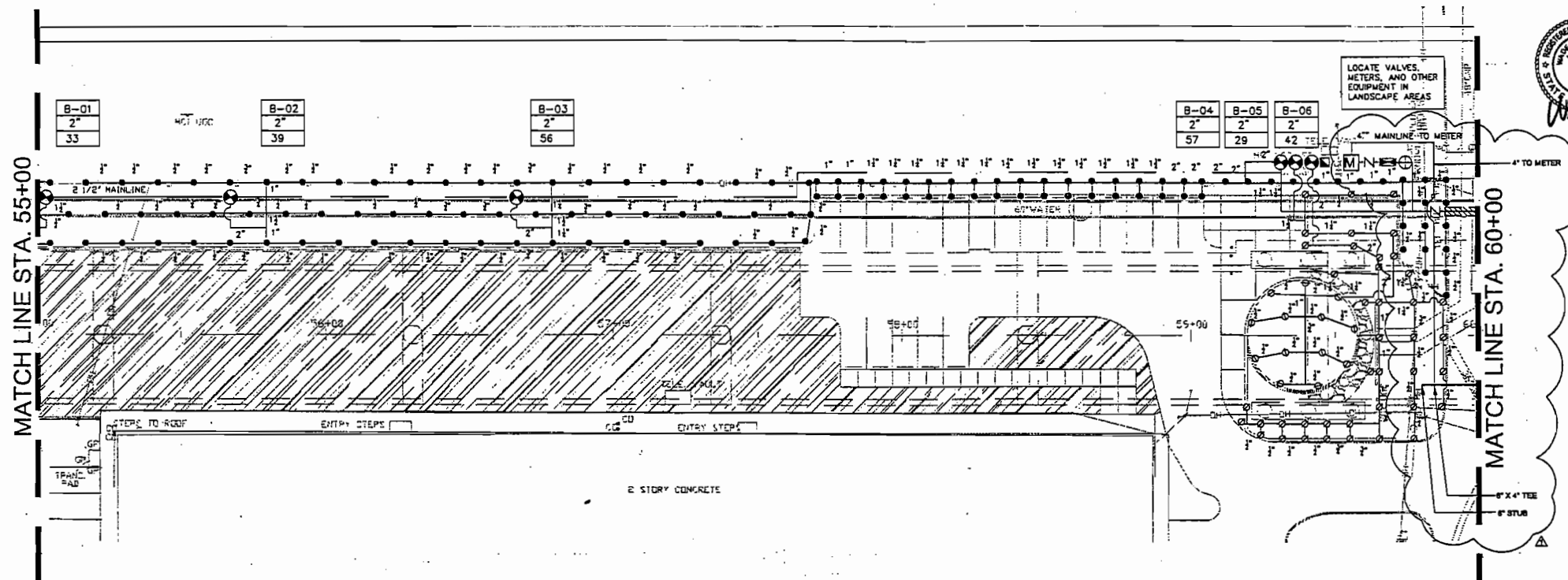
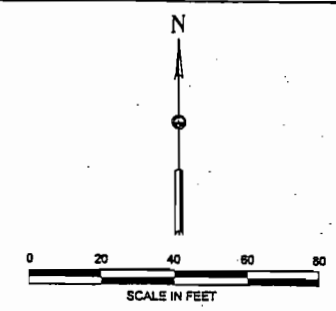
CONTRACTOR SHALL VERIFY NOZZLE SIZES IN FIELD FOR MPR AND HEAD TO HEAD COVERAGE. CONTRACTOR TO MINIMIZE OVERSPRAY. NO OVERSPRAY ONTO PAVEMENT SHALL BE ACCEPTED.

IRRIGATION LEGEND:

- RANBIRD 1804-PRS-SAN SERIES 4" POP-UP SPRAY - MPR NOZZLES
- RANBIRD 1806-PRS-SAN SERIES 6" POP-UP SPRAY - MPR NOZZLES
- RANBIRD 1812-PRS-SAN SERIES 12" POP-UP SPRAY - MPR NOZZLES
- TORO FB-PC-90 SERIES 12" POP-UP BUBBLERS - TURF AREAS
- TORO FB-100 ON SCH 80 RISER WISH-BONE ADAPTOR - TREE WELLS
- HUNTER 20-ADV SERIES - 4.0 NOZZLE
- HUNTER 20-6P-ADV SERIES - 4.0 NOZZLE
- HUNTER 20-6P-ADV SERIES - 4.0 NOZZLE
- HUNTER 20-6P-ADV SERIES - 4.0 NOZZLE
- HUNTER 20-6P-ADV SERIES - 4.0 NOZZLE
- HUNTER 20-HP-ADV SERIES - 4.0 NOZZLE
- WEATHERMATIC 11000CR SERIES REMOTE CONTROL VALVE
- MANIFOLDED VALVES SHALL BE SPACED 4'-0" APART
- BUCKNER Q835807 SINGLE LUG 3/4" QUICK COUPLING VALVE
- N SPEARS PLASTIC BALL VALVE - Same size as mainline
- WATTS 02TM SERIES INLINE DCA - 2"
- HERSEY MVR WATER METER - 2"
- ⊙ RAINMAETER EVOLUTION D&E CONTROLLER- ELECTRICAL POWER DISTRIBUTION AND PHONE SERVICE LINES TO THE IRRIGATION CONTROLLERS SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR. THE ELECTRICAL AND PHONE LINES (AND ALL RELATED WORK) SHALL BE INSTALLED PER ALL LOCAL, STATE, AND NATIONAL CODES.
- ⊕ FLOW METER - SAME SIZE AS MAINLINE - FS-200 DATA INDUSTRIAL FLOW METER
- SCHEDULE 40 PVC MAINLINE - REF PLAN
- Class 215 IPS or Class 200 IPS Lateral Line
- ▨ SCH 40 PVC SLEEVE - PERMANENTLY MARK CURBS WITH LOCATIONS OF SLEEVES PER CITY STANDARDS
- ZONE VALVE
- CONTROLLER - STATION NUMBER
- VALVE SIZE
- GPM PER VALVE



NO. DATE		REVISION	224
1		REVISED IRRIGATION BY NEW PLANTING BED	APPROV.
2		NOZZLE IRRIGATION SERVICE REVISIONS	WCP
HNTB ARCHITECTS ENGINEERS PLANNERS The HNTB Companies			
ARAPAHO ROAD EXTENSION			
SURVEYOR BOULEVARD TO ADDISON ROAD			
IRRIGATION PLAN			
STA 33+87.02 TO 37+00			
TOWN OF ADDISON, TEXAS			
Design: TW	Drawn: TW	DATE: 8/3/04	SCALE: VARIOUS
Check: TW	Check: MP	PROJECT NO.: 23788	SHEET NO.: IR-01



REGISTERED LANDSCAPE ARCHITECT
 T. C. PETERSON
 1988
 8/22/04

CONTRACTOR SHALL VERIFY NOZZLE SIZES IN FIELD FOR MPR AND HEAD TO HEAD COVERAGE. CONTRACTOR TO MINIMIZE OVERSPRAY. NO OVERSPRAY ONTO PAVEMENT SHALL BE ACCEPTED.

IRRIGATION LEGEND:

- RAINBRO 1804-PRS-SAM SERIES 4" POP-UP SPRAY - MPR NOZZLES
- RAINBRO 1806-PRS-SAM SERIES 6" POP-UP SPRAY - MPR NOZZLES
- RAINBRO 1812-PRS-SAM SERIES 12" POP-UP SPRAY - MPR NOZZLES
- TORO PS-PC-00 SERIES 12" POP-UP BUBBLERS - TURF AREAS
- TORO PS-100 ON SCH 40 RISER W/SHRUB ADAPTOR - TREE WELLS
- HUNTER 20-ADV SERIES - 8.0 NOZZLE
- HUNTER 20-ADV SERIES - 4.0 NOZZLE
- HUNTER 20-8P-ADV SERIES - 8.0 NOZZLE
- HUNTER 20-8P-ADV SERIES - 4.0 NOZZLE
- △ HUNTER 20-HP-ADV SERIES - 8.0 NOZZLE
- △ HUNTER 20-HP-ADV SERIES - 4.0 NOZZLE
- ☉ WEATHERMATIC 11000CR SERIES REMOTE CONTROL VALVE
- ☉ MANFOLDED VALVES SHALL BE SPACED 4'-0" APART
- ☐ BUCKNER Q3568L07 SINGLE LUG 3/4" QUICK COUPLING VALVE
- N SPEARS PLASTIC BALL VALVE - Same size as mainline
- WATTS 00TH SERIES INLINE DCA - 2"
- HENSBY MVR WATER METER - 2"
- RAINMASTER EVOLUTION D1-Z CONTROLLER-ELECTRICAL POWER DISTRIBUTION AND PHONE SERVICE LINES TO THE IRRIGATION CONTROLLERS SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR. THE ELECTRICAL AND PHONE LINES (AND ALL RELATED WORK) SHALL BE INSTALLED PER ALL LOCAL, STATE, AND NATIONAL CODES.
- FLOW METER - SAME SIZE AS MAINLINE - FS-200 DATA INDUSTRIAL FLOW METER
- SCHEDULE 40 PVC MAINLINE - REF PLAN
- Class 316 IPS or Class 200 IPS Lateral Line
- SCH 40 PVC SLEEVE - PERMANENTLY MARK CURBS WITH LOCATIONS OF SLEEVES PER CITY STANDARDS
- ZONE VALVE VALVE SIZE GPM PER VALVE
- VALVE SIZE GPM PER VALVE

STATE OF TEXAS
 THOMAS W. HOLWER
 9470
 REGISTERED SURVEYOR

NO.	DATE	REVISION	APPROV.
1	10/22/04	IRRIGATION SERVICE REVISIONS	WCP

229

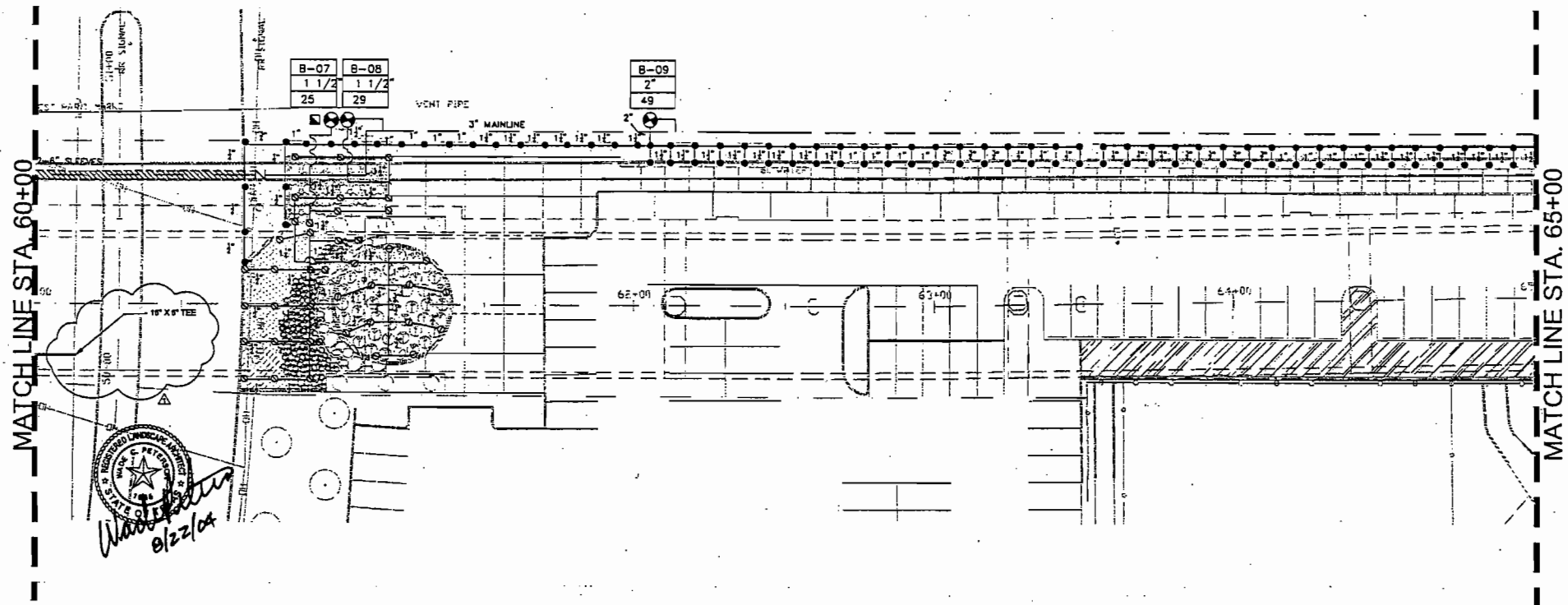
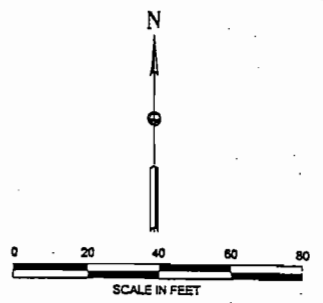
HNTB ARCHITECTS ENGINEERS PLANNERS
 The HNTB Companies

ARAPAHO ROAD EXTENSION
 SURVEYOR BOULEVARD TO ADDISON ROAD

IRRIGATION PLAN
 STA 55+00 TO 60+00

TOWN OF ADDISON, TEXAS

Design: TW	Drawn: TW	DATE: 8/3/04	SCALE:	PROJECT NO.:	SHEET NO.:
Check: TW	Check: MP	8/3/04	VALUES:	25768	IR-06



CONTRACTOR SHALL VERIFY NOZZLE SIZES IN FIELD FOR MPR AND HEAD TO HEAD COVERAGE. CONTRACTOR TO MINIMIZE OVERSPRAY. NO OVERSPRAY ONTO PAVEMENT SHALL BE ACCEPTED.

IRRIGATION LEGEND:

- RAINBIRD 1804-PRS-SAM SERIES 4" POP-UP SPRAY - MPR NOZZLES
- RAINBIRD 1806-PRS-SAM SERIES 8" POP-UP SPRAY - MPR NOZZLES
- RAINBIRD 1812-PRS-SAM SERIES 12" POP-UP SPRAY - MPR NOZZLES
- ◆ TORO FS-PC-80 SERIES 1/2" POP-UP SUBIRIGATORS - TURF AREAS
- ◆ TORO FS-100 ON SCH 80 RISER WITH PLUS ADAPTOR - TRNS WELLS
- HUNTER Q2-ADV SERIES - 4.0 NOZZLE
- HUNTER Q2-ADV SERIES - 4.0 NOZZLE
- HUNTER Q2-HP-ADV SERIES - 4.0 NOZZLE
- HUNTER Q2-HP-ADV SERIES - 4.0 NOZZLE
- HUNTER Q2-HP-ADV SERIES - 4.0 NOZZLE
- HUNTER Q2-HP-ADV SERIES - 4.0 NOZZLE
- HUNTER Q2-HP-ADV SERIES - 4.0 NOZZLE
- WEATHERMATIC 11000CR SERIES REMOTE CONTROL VALVE
- MANHOLED VALVES SHALL BE SPACED 4'-0" APART
- ☑ SUCRONER Q838L07 SINGLE LUG 3/4" QUICK COUPLING VALVE
- N SPEARS PLASTIC BALL VALVE - Same size as mainline
- ⊞ WATTS 007M SERIES IN-LINE DCA - 2"
- ⊞ HERSEY MVR WATER METER - 2"
- ⊞ RAMMETER EVOLUTION QX-2 CONTROLLER-ELECTRICAL POWER DISTRIBUTION AND PHONE SERVICE LINES TO THE IRRIGATION CONTROLLERS SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR. THE ELECTRICAL AND PHONE LINES (AND ALL RELATED WORK) SHALL BE INSTALLED PER ALL LOCAL, STATE, AND NATIONAL CODES.
- ⊞ FLOW METER - SAME SIZE AS MAINLINE - FS-200 DATA INDUSTRIAL FLOW METER
- ⊞ SCHEDULE 40 PVC MAINLINE - REF PLAN
- Class 315 IPS or Class 200 IPS Lateral Line
- ⊞ SCH 40 PVC SLEEVE - PERMANENTLY MARK CURBS WITH LOCATIONS OF SLEEVES PER CITY STANDARDS
- ⊞ ZONE CONTROLLER - STATION NUMBER
- ⊞ VALVE VALVE SIZE
- ⊞ GPM GPM PER VALVE



230

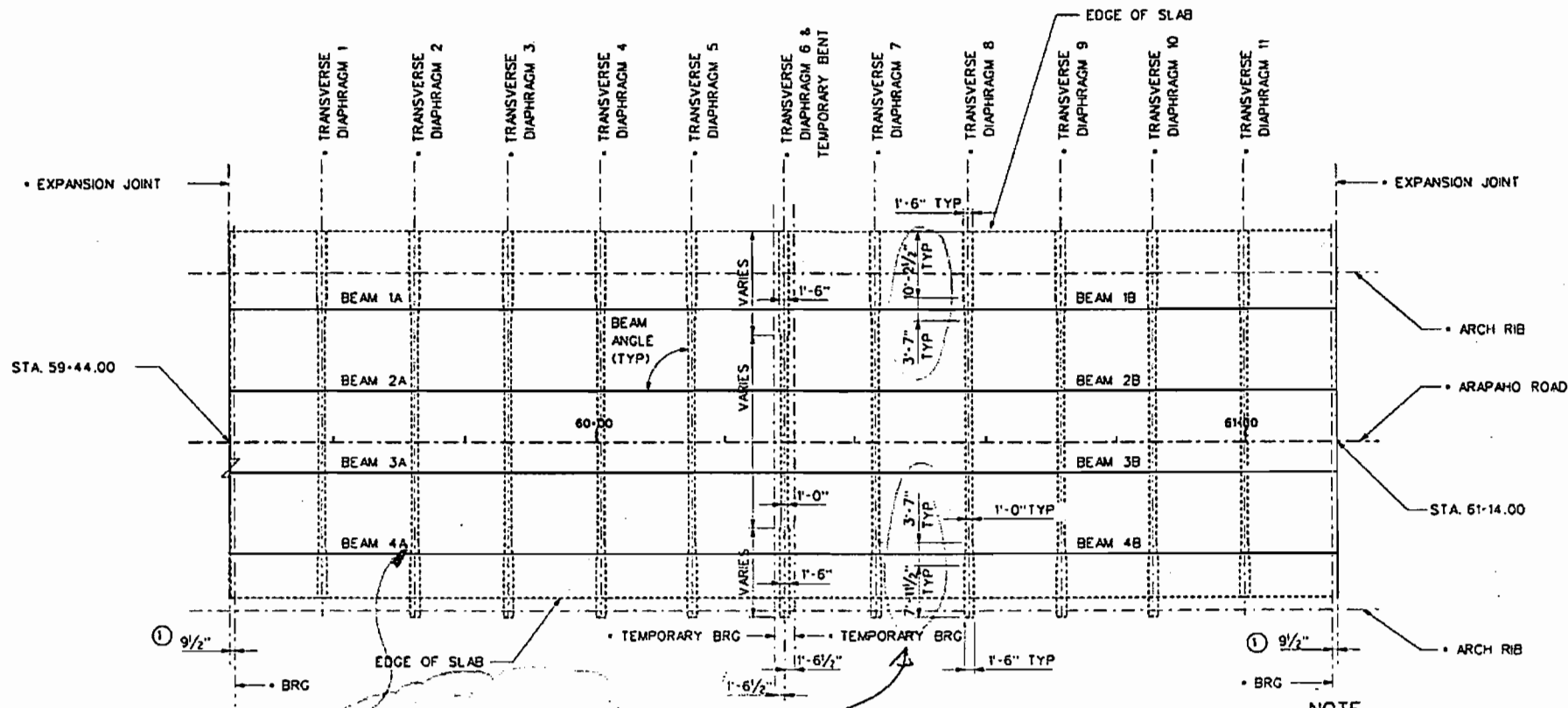
NO.	DATE	REVISION	APPROV.
1	10/22/04	IRRIGATION SERVICE REVISIONS	WCP

HNTB ARCHITECTS ENGINEERS PLANNERS
The HNTB Companies

ARAPAHO ROAD EXTENSION
SURVEYOR BOULEVARD TO ADDISON ROAD
IRRIGATION PLAN
STA 60+00 TO 65+00

TOWN OF ADDISON, TEXAS

Design By	Drawn By	DATE	SCALE	PROJECT NO.	SHEET NO.
Check By	Check M/P	8/2/04	VARIUS	23768	IR-07



SPAN 9 - UNIT 4
(TYP U54 BEAMS)

BENT NO. 9 (N 0° 1'11" E)				
DISTANCE BETWEEN STATION LINE AND BEAM 1 20.500 LEFT				
SPAN 9 BEAM SPACING		BEAM ANGLE		
(+ BENT)		D	M	S
BEAM 1	0.000	90	0	0
BEAM 2	12.583'	90	0	0
BEAM 3	12.583'	90	0	0
BEAM 4	12.583'	90	0	0
TOTAL	37.750'			

BENT NO. 10 (N 0° 1'11" E)				
DISTANCE BETWEEN STATION LINE AND BEAM 1 20.500 LEFT				
SPAN 9 BEAM SPACING		BEAM ANGLE		
(+ BENT)		D	M	S
BEAM 1	0.000	90	0	0
BEAM 2	12.583'	90	0	0
BEAM 3	12.583'	90	0	0
BEAM 4	12.583'	90	0	0
TOTAL	37.750'			

BEAM REPORT, SPAN 9				
HORIZONTAL DISTANCE				
	... JOINT	... BRG	TRUE LENGTH	BEAM SLOPE
BEAM 1A	85.000'	82.6667'	84.1667	0.006
BEAM 2A	85.000'	82.6667'	84.4167'	0.006
BEAM 3A	85.000'	82.6667'	84.4167'	0.006
BEAM 4A	85.000'	82.6667'	84.1667	0.006

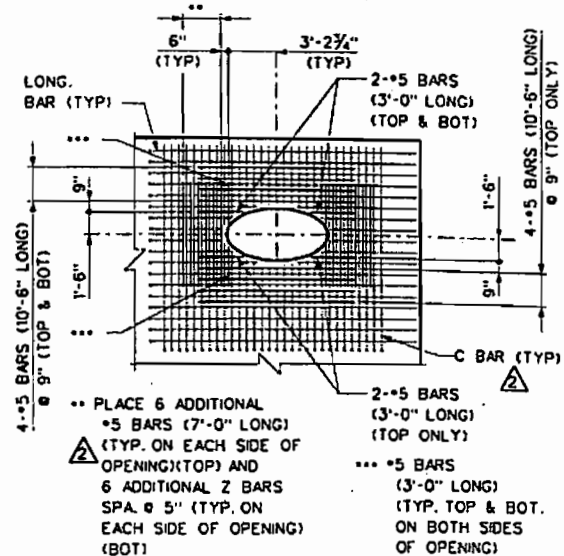
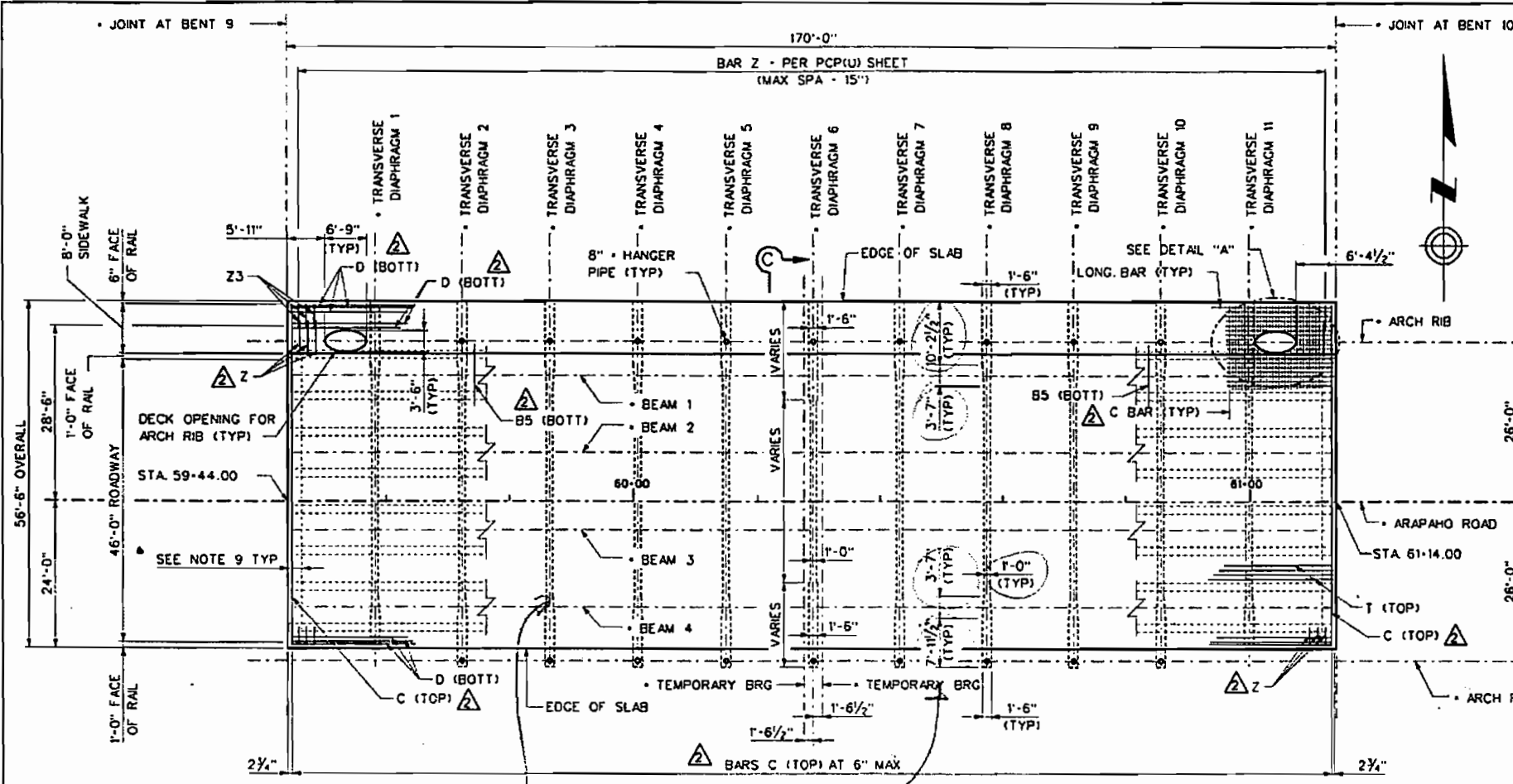
BEAM REPORT, SPAN 9				
HORIZONTAL DISTANCE				
	... JOINT	... BRG	TRUE LENGTH	BEAM SLOPE
BEAM 1B	85.000'	82.6667'	84.1667	0.002
BEAM 2B	85.000'	82.6667'	84.4167'	0.002
BEAM 3B	85.000'	82.6667'	84.4167'	0.002
BEAM 4B	85.000'	82.6667'	84.1667	0.002

- NOTE**
- SEE TxDOT STANDARD UBB MOD FOR ORIENTATION OF DIMENSION.
 - BEAM LENGTHS SHOWN ARE BOTTOM BEAM FLANGE WITH ADJUSTMENTS MADE FOR BEAM SLOPE.



NO.	DATE	REVISION	APPROVAL
URS			
CREVIERO CENTER 900 LAW FREIGHTWAY, SUITE 1000 DALLAS, TX 75204			
ARAPAHO ROAD - PHASE III			
SURVEYOR BOULEVARD TO ADDISON ROAD			
FRAMING PLAN			
UNIT 4			
TOWN OF ADDISON, TEXAS			
DESIGN	DRAWN	DATE	SCALE
CHECK	CHECK	05.27.04	NONE
		25/08	BR-32





DETAIL "A"

GENERAL NOTES

- DESIGNED IN ACCORDANCE WITH "STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES", 16TH EDITION 1996, WITH INTERIM SPECIFICATIONS.
- REFER TO UBA, UBB, UBNS STANDARD FOR BEAM AND BEARING PAD DETAILS.
- REFER TO UBMS STANDARD FOR THICKENED SLAB END DETAILS AND QUANTITY ADJUSTMENTS.
- REFER TO UBMS STANDARD FOR CONTROLLED JOINT AND DRIP BEAD DETAILS.
- REFER TO PCP-U OR PMDF-U STANDARDS FOR DETAILS AND QUANTITY ADJUSTMENTS IF EITHER OF THESE OPTIONS ARE USED.
- REFER TO SEJ-A(MOD) STANDARD SHEET FOR DETAILS TO BE PLACED WITH DECK.
- CLASS "S" CONCRETE STRENGTH $f'_c=4000$ psi.
- ALL REINFORCING STEEL SHALL BE GRADE 60.
- SEE UBMS SHEET FOR BARS E, G, H, J AND K FOR THICKENED SLAB END.
- ADJUST BARS C, T, Z AND D TO BE CLEAR OF DECK OPENING FOR ARCH RIB.
- SEE SLAB DETAILS SHEET 3 OF 4 FOR SECTION C-C.

TABLE OF ESTIMATED QUANTITIES

SPAN NO.	REINF. CONC. SLAB SF	① PRESTRESSED CONC. BEAMS TYPE US4 LF	CLASS "S" CONC. CY	② TOTAL REINF. STEEL LB
9	9605	674.33	237.2	62433.

- BEAM LENGTHS SHOWN ARE BOTTOM BEAM FLANGE LENGTHS WITH ADJUSTMENTS MADE FOR BEAM SLOPE.
- REINFORCING STEEL WEIGHT IS CALCULATED USING AN APPROXIMATE FACTOR OF 6.5 LBS/SF.

BAR TABLE

BARS	SIZE
△ C	#5
D	#5
T	#4
Z	#4

• FOR CONTRACTORS INFO ONLY



288

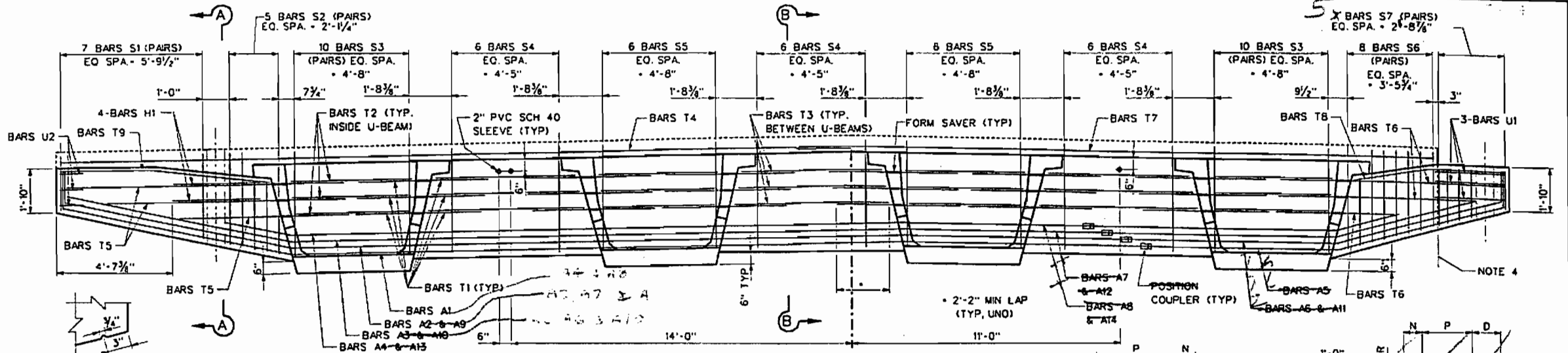
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			03-07-04	NONE	25706	BR-50

URS GRAYSTONE CENTRAL
3000 LAKE FREEWAY, SUITE 1000
DALLAS, TEXAS 75244

ARAPAHO ROAD - PHASE III
SURVEYOR BOULEVARD TO ADDISON ROAD

SLAB PLAN
UNIT 4

TOWN OF ADDISON, TEXAS



DRIP DETAIL

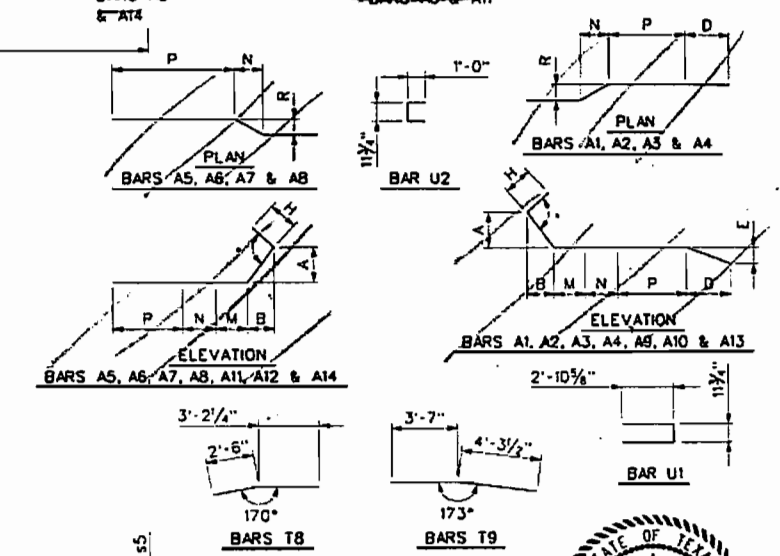
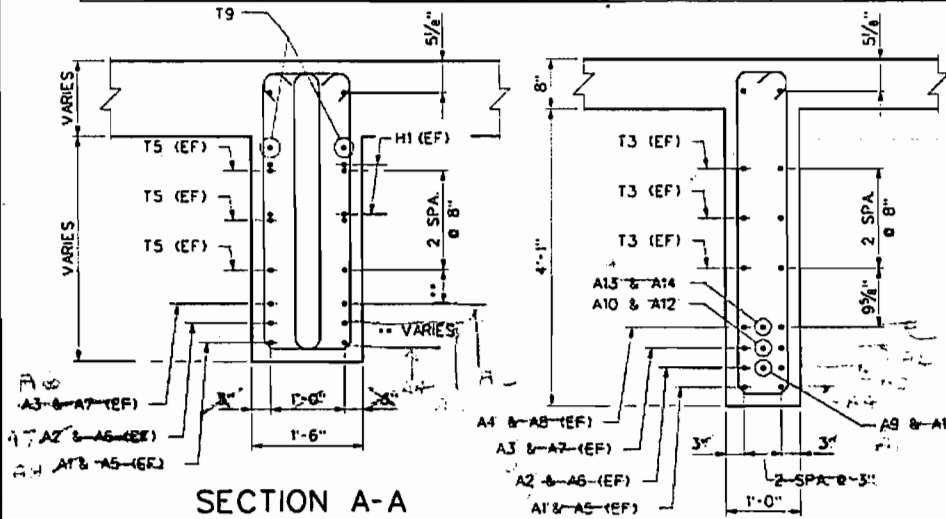
(TYP BOTH ENDS)

TYPICAL DIAPHRAGM

DIAPHRAGM TABLE OF ESTIMATED QUANTITIES

BAR	NO.	SIZE	LENGTH	WEIGHT
A1	2	#9	44'-8"	300
A2	2	#9	43'-8"	297
A3	2	#9	42'-3"	288
A4	3	#9	35'-8"	364
A5	2	#9	19'-2"	131
A6	2	#9	18'-10"	129
A7	2	#9	16'-6"	113
A8	3	#9	13'-2"	135
A9	1	#9	39'-7"	721
A10	1	#9	35'-7"	721
A11	1	#9	16'-6"	57
A12	1	#9	16'-6"	57
A13	1	#9	39'-7"	133
A14	1	#9	13'-2"	45
T1	84	#5	2'-3" AVG	198
T2	24	#5	5'-1" AVG	128
T3	18	#5	6'-5" AVG	121
T4	2	#5	33'-6"	70
T5	6	#5	6'-10" AVG	43
T6	6	#5	4'-11" AVG	31
T7	2	#5	25'-0"	53
T8	2	#5	5'-5"	12
T9	2	#5	7'-11"	17
H1	4	#6	3'-8"	23
S1	14	#6	9'-10" AVG	207
S2	10	#6	10'-2" AVG	153
S3	20	#6	12'-3" AVG	368
S4	18	#6	11'-9"	318
S5	12	#6	11'-9"	212
S6	16	#6	9'-7" AVG	231
S7	14	#6	7'-1" AVG	149
U1	3	#6	6'-9"	31
U2	3	#6	3'-0"	14
REINFORCING STEEL		LD	9.0	
CLASS "F" CONC (CAP)		CY		

BAR	A	B	D	E	M	N	P	R	H	S
A1	2'-11"	9'-4 1/16"	7'-10"	3"	8 3/16"	3'-7"	20'-9"	3"	2'-7"	101
A2	2'-11"	9'-3 3/4"	7'-10"	3"	8 3/16"	3'-7"	20'-9"	3"	1'-4"	101
A3	2'-11"	9'-2 25/32"	7'-10"	3"	8 3/16"	3'-7"	20'-9"	3"		
A4	7 7/16"	2'-9"	7'-10"	3"	8 3/16"	3'-7"	20'-9"	3"		
A5	1'-11 1/2"	6'-10"			8 3/16"	3'-7"	6'-2 1/2"	5"	1'-5 1/16"	104
A6	1'-11 1/2"	6'-9"			8 3/16"	3'-7"	6'-2 1/2"	5"	1'-3 1/2"	104
A7	1'-8"	5'-9"			8 3/16"	3'-7"	6'-2 1/2"	3"		
A8	1'-9"	2'-7"			8 3/16"	3'-7"	6'-2 1/2"	3"		
A9	7 7/16"	2'-9"	7'-10"	3"	8 3/16"	3'-7"	20'-9"			
A10	7 7/16"	2'-9"	7'-10"	3"	8 3/16"	3'-7"	20'-9"			
A11	1'-8"	5'-9"			8 3/16"	3'-7"	6'-2 1/2"			
A12	1'-8"	5'-9"			8 3/16"	3'-7"	6'-2 1/2"			
A13	7 7/16"	2'-9"			8 3/16"	3'-7"	20'-9"			
A14	9"	2'-7"			8 3/16"	3'-7"	6'-2 1/2"			



REINFORCING BAR BEND DETAILS

- NOTES**
1. CLASS "F" CONCRETE STRENGTH f'c=5000 psi.
 2. ALL REINFORCING STEEL SHALL BE GRADE 60.
 3. ROUGH SURFACES BETWEEN U-BEAMS AND DIAPHRAGMS TO A FULL AMPLITUDE OF APPROX. 1/4".
 4. TRANSVERSE DIAPHRAGMS 1 AND 11 SHALL END AT EDGE OF SLAB. ADJUST REINFORCEMENT ACCORDINGLY.



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NO. DATE REVISION APPROV.

URS GREYSTONE CENTER
200 LBJ FREEWAY, SUITE 600
DALLAS, TX 75241

ARAPAHO ROAD - PHASE III

SURVEYOR BOULEVARD TO ADDISON ROAD

DIAPHRAGM REINFORCEMENT UNIT 4

SHEET 1 OF

TOWN OF ADDISON, TEXAS

DESIGN: [] DRAWN: [] DATE: [] SCALE: [] PROJECT NO.: [] SHEET NO.: []
CHECK: []

COPY

CHANGE ORDER NO. 02

In accordance with the Agreement between the Town of Addison ("Client"), and URS Corporation ("URS"), a Nevada corporation dated November 11, 2002 (for Work Order No. 002) this Change Order describes the agreed upon changes to the Services, Schedule, and Payment for the Services.

Project: Arapaho Road Bridge at Midway Road. Construction Administration Services URS Project No. 25334402 Date: _____

REFERENCE: Drawing No. N/A Specification No. N/A Other N/A

The Agreement is hereby changed as follows:

Additional fee for the continuation of Construction Administration Services.

Justification for Change:

Additional fee is required to continue to respond to design changes during construction as well as review and approve the erection and hanger stressing report, drawings and calculations for the arch span.

CHANGE TO ESTIMATED CONTRACT PRICE (See Attachment E)

Original Estimated Contract Price (Work Order No. 002):	\$ <u>25,000.00</u>
Current estimated contract price, including previous change orders:	\$ <u>37,400.00</u>
The estimated Contract Price due to this Change Order will be increased by:	\$ <u>21,335.00</u>
The new estimated Contract Price due to this Change Order will be:	\$ <u>58,735.00</u>

CHANGE TO THE ESTIMATED SCHEDULE (See Attachment N/A)

The date for completion of all work under the contract will be: December 24, 2005

EXCEPT AS PROVIDED IN THIS CHANGE ORDER, ALL TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED

Acceptance of the terms of this Change Order is acknowledged by the following signatures of the Authorized Representatives.

CLIENT

Ron Whitehead
Signature

Ron Whitehead, City Manager
Typed Name/Title

12/21/05
Date of Signature

cc: Accounting

URS

Emily Taylor, PE / Vice President
Signature

Emily Taylor, P.E. / Vice President
Typed Name/Title

11/9/05
Date of Signature

**ARAPAHO ROAD BRIDGE AT MIDWAY ROAD
WORK ORDER NO. 002 - ARAPAHO ROAD BRIDGE**

ATTACHMENT E

MAN-HOUR BREAKDOWN FOR CHANGE ORDER NO. 002 (THROUGH DECEMBER 24, 2005)

URS CORPORATION

Manhours per Labor Classification

	Project Mangr	Sr. Project Engr/Arch	Project Engr/Arch	Assistant Engr/Arch	Sr. Tech.	Tech	Clerical WP	Total Hours	Total Labor Cost	Direct Expenses (*)	Total Cost
	\$155.00	\$140.00	\$110.00	\$80.00	\$85.00	\$70.00	\$55.00				

CHANGE ORDER NO. 2

August 19, 2005 through October 21, 2005

Complete the review and approval of the Contractor's "Step-by-Step Construction Analysis with Deflections and Cable Forces".

Review the Contractor's "Check of Structural Performance During Construction".
Review and provide response to diaphragm rebar clearance and diaphragm casting sequence questions.

Review and provide response to diaphragm void repair procedure, perform field visit and review JSE analysis.

Respond to questions related to the drivers for the Type C lights.

Attend Meeting with Town of Addison

October 22, 2005 through December 24, 2005

Visit site during hanger stressing

Review final hanger stresses.

Review analysis on bridge for differing hanger stresses.

Respond to miscellaneous RFIs

Respond to lighting questions.

Attend meetings with the Town of Addison (3)

SUBTOTAL CHANGE ORDER NO. 2

20.5	20	0	0.5	0	0	0	41	\$ 6,017.50	\$ 27.50	\$ 6,045.00
2	15.5		0.5				18	\$ 2,520.00	\$ -	\$ 2,520.00
2	4.5						6.5	\$ 940.00	\$ 27.50	\$ 967.50
3							3	\$ 465.00	\$ -	\$ 465.00
11							11	\$ 1,705.00	\$ -	\$ 1,705.00
0.5							0.5	\$ 77.50	\$ -	\$ 77.50
2							2	\$ 310.00	\$ -	\$ 310.00
							0	\$ -	\$ -	\$ -
40	24	40	0	0	0	6	110	\$ 14,290.00	\$ 1,000.00	\$ 15,290.00
4							4	\$ 620.00	\$ -	\$ 620.00
2	4						6	\$ 870.00	\$ -	\$ 870.00
4	20	16				2	42	\$ 5,290.00	\$ -	\$ 5,290.00
16		8				2	26	\$ 3,470.00	\$ -	\$ 3,470.00
8		16				2	26	\$ 3,110.00	\$ 1,000.00	\$ 4,110.00
6							6	\$ 930.00	\$ -	\$ 930.00
							0	\$ -	\$ -	\$ -
60.5	44	40	0.5	0	0	6	151	\$ 20,307.50	\$ 1,027.50	\$ 21,335.00

(*) Direct expenses include items such as Fed-Ex, copies, travel and courier services.



May 17, 2005

Mr. Steven Z. Chutchian, P.E.
Assistant City Engineer
16801 Westgrove Drive
Addison, TX 75001

Re: **Arapaho Road Bridge at Midway Road
Construction Administration Services
Change Order No. 01**

Dear Mr. Chutchian:

Enclosed please find two signed originals of Change Order No. 01 to Work Order No. 002 for the Construction Administration Services. Please note that we have included fee for reviewing the erection sequence report one time; however, if additional reviews are required, we may require additional fee. Per discussions with your staff, we have also estimated that an additional three months (May, June and July) will be required for responding to design changes.

Please have both originals executed and return one original to us.

Sincerely,

URS Corporation

A handwritten signature in black ink that reads "Cliff R. Hall". The signature is written in a cursive, slightly slanted style.

Cliff R. Hall, P.E.
Vice President
Project Manager

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006



Request for Information Response

June 8, 2005

Originator: Andrew Scheermann

RFI Number: R-AW090

Subject: MBGF-03A Station 45+00

Request:

Please Reference Sheet PP-4 (Pg 44).

Sheet PP-4 shows to install 100LF of MBGF-03A. We can not find a bid item to cover this MBGF.

How is Archer Western compensated for this MBGF?

Please Respond to this RFI as early as possible as not to delay the project.

Response/Action Taken:

Archer Western is directed to disregard the note found on Sheet PP-4 (page 44) to install 100LF of the TxDot detail MBGF-03A to the end of the T-4 MOD B railing at station 45+90, 22.5'LT.

By: 
Guy Van Baulen, EIT
HNTB Corporation

Date: June 8, 2005

Cc: File
Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006



Request for Information Response

June 8, 2005

Originator: Andrew Scheermann

RFI Number: R-AW089

Subject: Guard Rail Specification

Request:

Please Reference Sheet PP-3 (Pg 43), PP-8 (Pg 48), & Bid Item 151 Description.

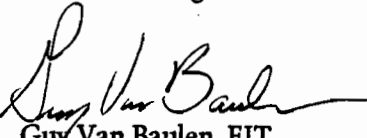
Bid Item 151 is described as Furnish and Install Single Guardrail Terminal TxDot item SGT (8)-03A with a Bid Quantity of 150LF. Sheets PP-3 & 8 notes in install 150LF of TxDot SGT (8) HB-03A.

Which Standard are we to use?

Please Respond to this RFI as early as possible as not to delay the project.

Response/Action Taken:

Archer Western is directed to follow the TxDot detail SGT (8)-HB03A with impact head to be used for the Bid Item 151 - Furnish and Install Single Guardrail Terminal.

By: 
Guy Van Baulen, EIT
HNTB Corporation

Date: June 8, 2005

Cc: File
Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation



ARCHITECTS ENGINEERS PLANNERS

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

April 26, 2001

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

Attn: Mr. Steve Chutchian, P.E.

ARAPAHO ROAD EXTENSION - Phase III
Professional Services Agreement

Dear Mr. Chutchian:

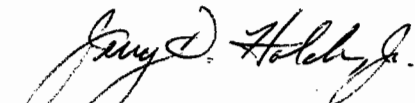
Enclosed for your review and signature are three copies of a Professional Services Agreement for preparation of construction plans and contract documents for the construction of Phase III of the Arapaho Road Extension. Phase III construction will extend from Surveyor Boulevard to Addison Road.

The enclosed agreement is in response to your letter dated March 5, 2001. Per our discussions since March 5, we have not included the design of the structural or architectural elements of the bridge over Midway Road.

After your review of the enclosed agreement, we will be pleased to meet with you to discuss the project to clarify any issues or questions you may have. We appreciate the opportunity to work with you and your staff on this exciting project for the Town of Addison.

Very truly yours,

HNTB CORPORATION



Jerry D. Holder, Jr., P.E.

Enclosures

JDH/lnb

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; MANTEO, 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.



February 17, 2005

G&A No. 320

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

Re: Letter Agreement for Marsh Lane Water Interconnect on DWU System

Dear Jim:

Pursuant to your request, Grantham & Associates, Inc. (G&A) has prepared this letter agreement for additional surveying and engineering services related to an emergency water main interconnect on DWU's feed to Farmers Branch. This work became necessary in order to keep the 60" water main lowering on the Arapaho Road Phase 3 project on schedule.

The following details the scope for this project.

Scope of Services

1. Coordinate with DWU, the Town, Farmers Branch, Hanson, and other affected parties including the attendance at meetings.
2. Design a 16" connection between the 60" DWU water main and an 18" main that tees off the 60" main and extends into Farmers Branch. Produce an original plan sheet and make revisions based on DWU comments
3. Provide field surveying services for the project including locating the existing 60" and 18" water mains while they are potholed. Contact DIGTESS and locate flagged underground utilities.
4. Provide construction staking services for the contractor.
5. Provide any other services requested by the Town during the design and construction of this project.

Fee

The scope of services on this emergency project has continued to change since the need for it first arose; consequently, we have not felt comfortable proposing a fixed fee for this work. Therefore, we propose to invoice the required scope of services on a Time and Materials basis. A not-to-exceed limit of \$15,000 will be established and written permissions from the Town will be obtained by G&A before this limit is exceeded by any new services that may be required.

Mr. Jim, Pierce, P.E.
February 16, 2005
Page 2

Terms and Conditions

Access to Site: Unless otherwise stated, Grantham & Associates, Inc. (G&A) will have access to the site for activities necessary for the performance of the services. G&A will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution: Any claims or disputes made between the Client and G&A will be submitted to nonbinding mediation. Client and G&A agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among all parties.

Billings/Payments: Invoices for G&A's services will be submitted on a monthly basis. Invoices will be payable within 30 days after the invoice date.

Indemnification: The Client will, to the fullest extent permitted by law, indemnify and hold harmless G&A, its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the services under this agreement by any of the parties above named, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of G&A.

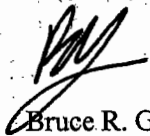
Certifications/Responsibilities: G&A will not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence G&A cannot ascertain. Furthermore, G&A will not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site.

Termination of Services: This agreement may be terminated by the Client or G&A should the other fail to perform its obligations hereunder. In the event of termination, the Client will pay G&A for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.

Ownership of Documents: All documents produced by G&A under this agreement will remain the property of G&A, unless otherwise stated, and may not be used by the Client for any other endeavor without the written consent of G&A.

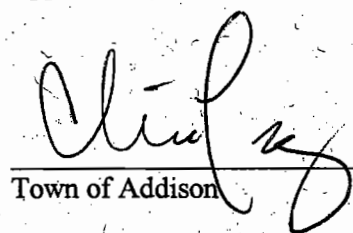
Please contact me if you need any additional information.

Very truly yours,



Bruce R. Grantham, P.E.
President

Approved by:



Town of Addison

2/25/05
Date

BG/bg

J:\WPDOCS\PROPOSAL\ADDISON\MarshDWU.ltr

**Arapaho Road – Phase III
Project No.**

Change Order No.

Reason for Change

The contract plans call for the removal of an existing security fence and installation of new security fencing at the new right-of-way limits surrounding the facilities of the Dallas Water Utility, Station 73+40 to 78+50, Right. The removal of the existing fence is required during the initial phase of the project with construction of the new fence to be performed in the final phase of the project.

Recent guidelines and regulations mandated by the Department of Homeland Security require security fencing at all times surrounding the water facilities. This change order will compensate the Contractor for the construction and subsequent removal of the temporary security fence equivalent to the existing security fencing to comply with Dallas Water Utility requirements.

This change order includes the construction and removal of 450 linear feet of temporary security fence and will result in an increase to the contract of \$8,509.00.
The change order will result in zero (0) days time extension to the contract.

HNTB Corporation

Guy Van Baulen, EIT



August 17, 2004

Mr. Michael Murphy, P.E.
Town of Addison
16801 Westgrove Drive
Addison, TX 75001

Re: Arapaho Road Phase 3 – DWU Water Line and TXU Relocations
Letter Agreement for Engineering and Surveying Services

Dear Mr. Murphy:

Pursuant to your request, Grantham & Associates, Inc. (G&A) has prepared this letter agreement for additional surveying and engineering services related to the Arapaho Road Phase 3 project. As we have discussed previously, the work effort required completing this project increased significantly beyond the projected man-hours our firm and HNTB settled on when our fee was negotiated with the Town.

Our primary interest at this time is to maintain our long-standing working relationship with the Town; consequently, we will continue to provide our best effort on this project through to its completion regardless of the outcome of this letter agreement. We have been selective in identifying two significant additional work elements to include in this letter agreement. As we consider this project a partnership with the Town, we believe that our existing Arapaho Road Phase 3 contract fee with HNTB should cover any other unanticipated man-hours that we may have accrued.

The following details the scope for these additional services.

Scope of Services

A. Dallas Water Utilities (DWU) 60" Water Line Relocation

G&A performed the following additional tasks related to the lowering and relocation of the existing 60" DWU waterline:

1. Coordinated with DWU, the Town, and the Design Team, including the following:
 - Telephone and e-mail coordination with DWU, the Town, and the Design Team.
 - Attended at least 13 meetings with DWU, the Town, and HNTB regarding approval to construct within the DWU easement, construction implications on their waterline, and plan requirements.

2. Designed the lowering for the 60" water line, including the following:
 - Coordinated with manufacturer representatives by meetings, telephone, and e-mail.
 - Produced original plan sheet and several revised plan sheets based on DWU comments. These revisions ranged from a complete re-do of the horizontal and vertical alignment to basic revisions.
 - Per a request from DWU, G&A incorporated the DWU 60" valve design into the relocation plan sheet. This involved substantial CADD time to clean up the DWU file.

Mr. Michael Murphy, P.E.
August 17, 2004
Page 2

3. Provided field surveying services to locate existing 60" water line on two occasions, including the following:
 - G&A field staked the locations to pothole the DWU water line.
 - G&A returned to survey the top of the exposed pipe within the potholes.
 - Provided an on-site Engineer to monitor the exposing of the 60" water line for quality assurance of the data used for design.

An estimate of the number of man-hours involved with completing the above tasks has been included in Attachment A.

B. Utility Relocation

Per the Town's request, G&A coordinated and prepared underground conduit profiles for both TXU and SBC. These profiles were included in the plans in order to minimize the cost incurred by the Town for relocating existing utilities. G&A also provided assistance to TXU in the preparation of their Duct Bank design along the east side of Midway. This assistance included providing digital files of the existing and proposed utilities at Midway, as well as, the research of flowlines of these utilities.

An estimate of the number of man-hours involved with completing the above task has been included in Attachment A.

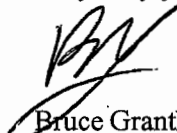
Fee

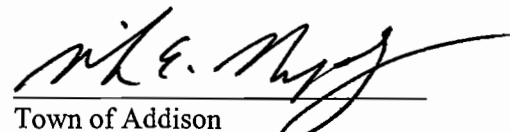
A breakdown of the man-hours spent and the associated costs of \$19,040.69 for performing these additional services is provided in Attachment A.

The terms and conditions of this letter agreement shall be the same as the existing agreements with our firm, HNTB, and the Town of Addison. Should you have any questions, please contact me.

Very truly yours,

APPROVED


Bruce Grantham, P.E.
President


Town of Addison

Attachments
BG/jf
J:\WPDOCS\PROJECTS\ADDISON\04-1026\michael murphy ltr.doc

**Attachment A
Compensation**

**Arapaho Road Extension
Phase 3 - PS&E
DWU and TXU Coordination and Design
Estimate of Manhours
Grantham & Associates, Inc.**

Manhour Projection								Survey Crew Expense
Task	Assistant Project Manager	Project Engineer	Design Tech	CADD Operator	Clerical	Survey Manager	Survey Technician	Survey Crew
<i>DWU Water Relocation</i>								
Coordination with DWU	8	24	8	4	4			
Water Lowering Design	4	32	16	8				
Field Location / Pothole	2	8	4	4		2	2	12
<i>Utility Coordination</i>								
Underground Conduit Design	4	8	8	8				
Total Hours	18	72	36	24	4	2	2	12
Hourly Rate	\$45.00	\$41.00	\$24.00	\$16.00	\$16.00	\$40.00	\$25.00	\$110.00
Direct Labor Cost	\$810.00	\$2,952.00	\$864.00	\$384.00	\$64.00	\$80.00	\$50.00	\$1,320.00

G&A Direct Labor \$ 5,204.00
 Indirect Labor, Overhead (1.8775) \$ 9,770.51
 Subtotal \$ 14,974.51
 Profit & Contingency \$ 2,246.18
 Survey Crew Expense \$1,320.00
 Direct Expense \$ 500.00
G&A Fee \$ 19,040.69

12-9-03

#R14-1

Council Agenda Item: #R14

SUMMARY:

We are recommending that the Council approve a Supplemental Agreement to the Agreement For Engineering Services, dated January 23, 2001, totaling \$87,291.00 between the Town of Addison and HNTB Corporation for landscape architecture design and surveying services relating to the Arapaho Road Phase III multi-use pedestrian trail pocket parks.

FINANCIAL IMPACT:

Budgeted Amount:	<u>\$20,500,000.00</u>	Total Project Cost – Arapaho Rd. (Attachment A)
Cost:	<u>\$70,903.00</u>	Landscape Architecture Fees To Date – Original Agreement (Attached)
	<u>\$87,291.00</u>	Landscape Architecture Supplementary Agreement

Attachment A outlines the complete project budget for Arapaho Road. The 2004 general obligation bond funds are the primary funding source for this project. All remaining funding sources are summarized on Attachment A.

Attachment B summarizes the landscape architecture related design fees to date, and the proposed supplemental fee.

BACKGROUND:

The original Arapaho Road Phase III design agreement between the Town and HNTB included landscape architecture design services for the streetscape/multi-use pedestrian trail proposed to extend from Addison Road, west to Surveyor Road. This also encompasses the area underneath the Midway Road Bridge, as well as, a pedestrian connection on each side of the bridge. The Council approved the Agreement, which is attached, in January 2001. The cost for the landscape architecture services portion of the Agreement to date is \$70,903.00.

The attached Supplemental Agreement is for fees relating to the design of the two pocket park parcels including the "Y" track area, the former brickyard storage area, and the area east of the Surveyor Pump Station. These sites are shown on the attached plan on the east and west sides labeled as pocket parks.

Staff intended to wait to complete design and development of these parcels after the road and pedestrian trail were completed; however, it may be in the Town's best interest from a potential cost savings standpoint to go ahead with design and bidding of the parks with the road and multi-use trail.

RECOMMENDATION:

The total landscape architecture fee, including the supplemental fee, is \$158,194.00. This equates to a design fee of 7.9 percent of the estimated construction cost of \$1,987,650. The trail construction cost is estimated at \$1,025,650.00, and the parks are estimated at \$962,000.00. Staff is satisfied with the fee range and fee schedule outlined in the Supplemental Agreement and recommends approval.

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 9, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 9th day of December, 2003.

1. Engineer shall perform the following Services:

A. Landscape Architecture: Provide Landscape and Pocket Park Design services related to the two parcels of land located at:

- Former brickyard storage area between the two rail road sidings south of proposed Arapaho Road
- East of the Surveyor Water Pumping Station at Surveyor Road and north of proposed Arapaho Road
- Prepare design and construction documents for approx 275 LF of decorative fencing at the storage facility east of Surveyor Road.

B. Engineering & Surveying: Provide drainage design improvements, tree and topographical surveying at the following locations:

- Topographical survey at 1 ft contours for the former brickyard storage area between the two rail road sidings south of proposed Arapaho Road
- Locate by coordinate and identify trees larger than 4" caliper at the existing tree stands located on the east and north Dallas Water Utilities property line.
- Improvements to the existing open stormwater channel traversing the Brickyard site and the existing piping and channel at Addison Road.

2. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to Owner:

2.0 LANDSCAPE ARCHITECTURE

Task 2.1 Schematic Design

- Minimum of two design concept plans with supporting details and sketches to explain design intent.

Task 2.2 Design Development

- Prepare additional detail , probable cost estimate and supporting documents on the selected scheme for final review and approval by the Town

Task 2.3 Construction Documents

- Develop construction documents and specifications of the selected concept for inclusion with the final engineering plans.
Changes to be incorporated into the Construction documents and will be reflected in the interim review submittals.

Task 2.4 & 2.5 Bidding and Construction Observation

- Bidding of the park area will be in conjunction with the roadway and trails plans.
- Construction observation tasks related to the park improvements include paving, lighting installation, irrigation installation and testing; walls, benches and other site furniture installation, shop drawing review and approval, answering contractor requests for information.

3.0 ENGINEERING & SURVEYING SERVICES

Task 3.1 Tree Survey

- The Engineer will perform a tree survey within an area beginning at the end of the retaining wall at approximately paving station 70+50 and extend east to approximately paving station 77+50, or where the RR tracks and proposed roadway cross. The trees that will be located are those that are outside the roadway, to the north, but inside the right of way. The trees along the existing drainage ditch south of the proposed roadway at paving station 78+00 extending to the existing headwall will also be surveyed.
- The survey will identify the size and type of all trees greater than or equal to 4 inches in diameter. (Note: The tree type will be ascertained through the best judgement of Engineers survey crew; no arborist work is included in this proposal).
- The survey will be provided in digital format.
- Tree mitigation is not included in this scope of services.

Task 3.2 Topographical Survey

- The Engineer will prepare a topographic survey of the remainder of the 'Y' track area not previously surveyed for the project. This area can be defined as south of the existing east-west drainage swale to the limits of the 'Y' track.
- Additional topographic survey of the existing culverts under the tracks and a portion of the swales on the outside of the 'Y' track area will also be performed in order to complete the necessary drainage revisions in this area. The extent of the swale survey is limited to determining the drainage patterns in the area.

Task 3.3 Stormwater Engineering

Addison Road Drainage

The Engineer will incorporate a portion of the drainage from Addison Road into the Arapaho Road Phase 3 plans. The following work will be performed:

- Incorporate the cleaning/flushing of the existing 60" RCP in the plans and specifications. The cleaning/flushing should remove all sediment from the existing RCP.
- It is assumed that the most current Addison Road design plans will be provided to the Engineer from the Town. No drainage calculations will be performed for the Addison Road system.

'Y' Track Drainage

The Engineer will incorporate into the Arapaho Road Phase 3 plans the drainage within the 'Y' track area. The following design will be performed:

- Analyze and design a closed storm sewer system from the existing culvert under the east 'Y' track, across the proposed park area to the existing culvert under the west 'Y' track, which will replace the drainage ditch which connects these culverts.
- This system must allow for the drainage of the area within the 'Y' tracks, as well as drainage from outside the 'Y' track area.
- Size an open channel from the outfall of the existing 'Y' track west culvert and the existing 60" RCP to the proposed headwall of the Arapaho Road storm sewer system, near paving station 78+50.

3. Engineer shall perform the Services and deliver the related Documents according to the following schedule:

Notice to Proceed	December 10, 2003
Task 2.1 Schematic Design	
Task 3.1 & 3.2 Tree Surveying / Topo Survey	
• Review Schematic Park Designs w/ Staff	January 8, 2004
Schematic Design Approval by Council	January 13, 2004
Task 2.2 Design Development	
Task 3.2 Stormwater Engineering	
• Submit 65% Construction Documents	February 13, 2004
Task 2.3 Construction Documents	
• Submit 95% Construction Documents	March 5, 2004
• Submit 100% Construction Documents	March 26, 2004
• Submit Final Construction Documents	April 16, 2004

4. In return for the performance of the foregoing obligations, Owner shall pay to Engineer the owing amount indicated below, payable according to the following terms:

Task 2.0 Landscape Architecture	\$69,008.00
Task 3.0 Engineering & Surveying	<u>\$18,283.00</u>
Total Fee	\$87,291.00

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

_____	HNTB Corporation
(Owner)	(Engineer)
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SUPPLEMENTAL AGREEMENT

Cost breakdown

SEE ATTACHED HOUR / FEE SCHEDULE

**ARAPAHO ROAD EXTENSION
PHASE III
SURVEYOR BOULEVARD PUMP STATION and BRICKYARD
ESTIMATE OF MANHOURS
FINAL DESIGN - PARK AREAS**

	Group Director	Design Director	Senior LA	LA 3	LA 2	
Task 2.0 Final Design - Park Areas						
Task 2.1 Schematic Design						
A. Kickoff/Programming Meeting		4	4	4		12
B. Schematic Park Master Plan	4	16	32	24	24	100
C. Schematic Plan Review Meeting		4	4		4	8
Task 2.2 Design Development						
A. Prepare Design Development Package	4	16	24	40	24	108
B. Prepare Opinion of Probable Construction Costs			8	12	12	32
C. Design Development Plan Review Meeting		4	4	4		12
Task 2.3 Construction Documentation						
A. Prepare Construction Documents		24	24	60	60	168
B. Prepare Technical Specifications			12	8	8	28
C. Prepare Revised Opinion of Probably Cost			2	12	8	22
D. Construction Document Review Meeting		4	4	4		8
Task 2.4 Bid Phase						
A. Prepare List of Qualified Sub-Contractors			4	8	4	16
B. Prepare Addenda			4	8		12
C. Assist Owner in Evaluation of Bids						
D. Value Engineering/Substitutions						
Task 2.5 Construction Observation						
A. Kickoff Meeting			4	4		8
B. Review Submittals; Tag Trees						
C. Review Information Requests						
D. Review Work Progress			8	24	16	48
E. Prepare Punchlist			4	8	8	20
F. Punchlist Review				8	4	12
G. As-Builts - Project Closeout				16	24	40
Task 2 Total Hours	8	72	142	244	196	654
Hourly Rate	\$61.57	\$34.85	\$41.54	\$29.00	\$18.19	
Direct Labor Cost	\$493	\$2,509	\$5,899	\$7,076	\$3,565	

Final Design - Park Areas **\$19,542**

Direct Labor - Parks @ \$19,542 x 2.94 = \$57,453
Direct Labor - Fence @ \$ 2,535 x 2.94 = \$ 7,453
Direct Costs
 Printing \$ 1,500
 Mileage 250 mi @ \$.36 = \$ 90
 Irrigation Upgrade at Park Areas \$ 2,500
 Tolls \$ 12
TOTAL \$ 4,102

LUMP SUM LABOR - PARKS \$57,453
DIRECT COSTS \$4,102
STORAGE AREA FENCE DESIGN \$7,453
TOTAL LABOR and DIRECTS \$69,008

**ATTACHMENT A
ARAPAHO RD - MARSH LN TO ADDISON RD - PROJECT BUDGET**

Project Budget	Project #
Description	Amount
Bond Funds	\$20,500,000
County funds	\$1,432,812
Dart Lap Funds 2001-2003	\$1,046,000
Morris Road available funds	\$300,000
Addison Road/Excel	\$230,000
Reprogrammed DART LAP Funds	\$1,189,625
Total available funds	\$24,698,437
Phase II, Marsh to Surveyor	
HNTB initial fee	(\$294,124)
HNTB Urban Design (streetscape)	(\$29,000)
Supplementary Agreement #1	(\$1,556)
Supplementary agreement #2	(\$2,845)
Supplementary agreement #3	(\$19,959)
Nile Properties, Ltd. Parcel #15	(\$1,367,000)
TXU Electric Parcel #16	\$0
Lincoln Trust Company Parcel #17	(\$35,019)
Aetna Life Insurance Company Parcel #18	(\$66,619)
Racetrac Petroleum Parcel #19	\$0
AMB Property II, L.P. Parcel #20	(\$25,978)
ARS	\$0
construction cost	(\$2,200,000)
Pat Haggerty	(\$2,125)
Hipes & Associates	(\$10,070)
Evaluation Associates	(\$8,500)
Audit and Legal Fees	(\$100,622)
Niles Property Environmental report	(\$2,300)
Niles Property Demolition	(\$51,000)
Sub Total	(\$4,216,716)
Phase III, Surveyor to Addison Road	
ROW analysis	(\$44,977)
HNTB Design Fee	(\$813,785)
Evaluation Associates	(\$39,000)
HNTB Urban Design (Multi-Use Trail/Streetscape)	(\$70,903)
Metro Brick Parcel #1	(\$95,150)
Joe's Auto Body Parcel #2	(\$173,202)
Union Pacific Railway Company Parcel #3	(\$1,204,217)
The City of Dallas Parcel #4	(\$13,018)
Heritage Inn Parcel #5	(\$60,868)
Motel 6 Parcel #6	(\$463,244)
Charter Furniture Parcel #7	(\$166,446)
Gary Crouch/MBNA Parcel #8	(\$62,381)
John Wilson Parcel #9	(\$112,000)
Harbour Group Parcel #10	(\$29,768)
Dale Bullough/Metrocrest 1 Parcel #11	(\$29,357)
Public Storage of Dallas, Ltd. Parcel #12	(\$1,583,210)
Public Storage of Dallas, Ltd. Parcel #13	included in #12
Audit and Legal Fees	(\$25,000)
Road way construction	(\$8,047,085)
Bridge Construction	(\$5,000,000)
Bridge Design	(\$550,965)
Multi-Use Trail/Streetscape Construction	(\$1,200,000)
Bridge Design Stipend	(\$30,000)
URS bridge concept meeting	(\$19,570)
Wye Track Crossing Fee	(\$2,500)
Environmental reports	\$0
Hipes & Associates	\$0
Pat Haggerty	(\$2,805)
Evaluation Associates	(\$21,750)
Bridge Pre-Submittal meeting @ Stone Cottage	(\$706)
Total, Phase III	(\$19,861,907)
Total Expenses	(\$24,078,623)
Total over/under budget	\$619,814
Spui	\$2,000,000
Midway Road	\$1,000,000
Total funds remaining if needed	\$3,000,000

**Attachment B - Arapaho Phase III
Landscape Architecture Fee Summary
Multi-use Pedestrian Trail and Pocket Parks**

<u>Project</u>	<u>Design Fee</u>
Existing Agreement Multi-Use Pedestrian Trail and Streetscape Addison Road to Surveyor Road	\$70,903.00

Proposed Supplementary Agreement Pocket Parks - "Y" Track Area (Brickyard) and Parcel East of Surveyor Pump Station	<u>\$87,291.00</u>
Total Landscape Architecture Design Fee	\$158,194.00
Design Fee as a Percentage of Construction Costs	7.90%

<u>Project</u>	<u>Estimated Construction Cost</u>
Estimated Construction Costs Multi-Use Pedestrian Trail and Streetscape Addison Road to Surveyor Road	\$1,025,650.00
Pocket Parks - "Y" Track Area (Brickyard) and Parcel East of Surveyor Pump Station	<u>\$962,000.00</u> \$1,987,650.00

<u>Pocket Park Area Calculation</u>	<u>Square Feet/Acres</u>
"Y" Track (Brickyard)	165,000 sq.ft./3.78 acres
Parcel East of Surveyor Pump Station	38,000 sq.ft./.87 acres

AGREEMENT

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

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

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

NOW, THEREFORE, all parties agree as follows:

SECTION 2. SCOPE OF SERVICES

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

I. Project Definition

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

II. Detailed Scope of Basic Services

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

A. Phase III Final Design – Paving, Drainage, and Utilities

1. Prepare final construction drawings. (Scale 1" = 20' Horizontal and 1" = 5' Vertical except as noted.) The plans will be designed to meet current ADA requirements. The following sheets shall be included:
 - a. Cover Sheet
 - b. General Notes
 - c. Quantity Sheets
 - d. Removal Plans
 - e. Typical Sections
 - f. Construction Phasing (Scale 1" = 40')
 - g. Survey Control
 - h. Utility Relocation Plan
 - i. Paving Plan and Profile Sheets
 - j. Paving Details
 - k. Signing and Striping Plans (Scale 1" = 40')
 - l. Erosion Control Plans
 - m. Grading Plan
 - n. Driveway and Special Grading Sheets
 - o. Drainage Area Map (Scale 1" = 100')
 - p. Stormwater Plan and Profile Sheets
 - q. Roadway Cross Sections
 - r. Street Lighting Plan

2. Prepare Contract Documents
3. Prepare Estimate of Final Construction Cost
4. Submit four (4) sets of plans for review to the Owner for 65% review, 95% review, and 100% (final).
5. Incorporate Owner's review comments into plans after each submittal.

B. Streetscape

Engineer's understanding is the Project will consist of right-of-way improvements for Arapaho Road from Surveyor Boulevard to Addison Road. The current R.O.W. will be widened in some areas allowing for additional landscaping. Proposed streetscape improvements will utilize the existing Town Landscape Ordinance and guidelines. Critical visibility concerns shall be incorporated into the overall roadway improvements.

This proposal does not include architectural improvements related to the proposed bridge spanning Midway Road. These improvements may be added at a later date by the Owner through a supplemental agreement..

Basic Services

1. Schematic Design
 - a. Engineer will attend a kickoff / programming meeting with the Owner to discuss the project requirements and to acquire information required to develop the schematic landscape master plan for Phase III.
 - b. Based on initial programmatic meetings with the Owner, Engineer will 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. Engineer will meet with the Owner to present the schematic landscape master plan and will receive comments from staff for incorporation into the design development package.

2. Design Development

a. Based on the approved schematic design, Engineer 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)
- 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 costs.

b. Engineer will prepare an opinion of probable construction costs based on design development drawings.

c. Engineer will meet with the Owner to review the design development package and will receive comments from staff for incorporation into the construction document package.

3. Construction Documentation

a. Based on the approved design development package, Engineer will prepare contract documents sufficient to describe the work necessary for construction. The following drawings will be prepared:

- Layout and materials plan
- Enlarged intersection layout & 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 & fixture type)
- 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. Engineer will prepare technical specifications describing all elements of the proposed work.

- c. Engineer will prepare a revised opinion of probable construction costs based on design development drawings.
- d. Engineer will meet with the Owner to review the construction document package and will receive comments from staff for finalizing the construction document package.

4. Construction Observation

- a. Engineer will attend a kickoff meeting with the Owner, the selected landscape / hardscape subcontractor and General Contractor to review the project requirements, schedule and responsibilities.
- b. Engineer will review and approve subcontractor submittals regarding landscape and hardscape material specified for the streetscape project and keep logs for submittals.
- c. Engineer will coordinate the preparation of record drawings with the landscape / hardscape contractor, review for completeness and issue to the Owner with all records of construction developed for the project based on documents delivered to Engineer by such contractor. This will constitute the project close out of the construction phase.

6. Additional Services

The following services are not included in the scope of basic services. Engineer shall provide these services if authorized in writing by the Owner on a time and expense in addition to the compensation for Basic Service.

- Illustrative renderings beyond those described in the Basic Services.
- Zoning changes or variances

C. Bidding and Contract Award

1. Prepare Advertisement for Bidders.
2. Provide 25 half-size sets of plans and bid documents.
3. Conduct pre-bid meeting.
4. Prepare necessary addenda and respond to bidder's questions.
5. Prepare bid tabulation.
6. Recommend a bidder for the award of the construction contract after performing reference checks.

D. Construction Administration

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

III. Detailed Scope of Additional Services

A. Surveying

1. Update property ownership, to include current ownership. Any subdivision of the existing parcel will be addressed on a case by case basis.
2. Stake centerline at 50-foot intervals with PC's and PT's prior to geotechnical borings performed in field.
3. Locate bore holes horizontally and vertically.
4. Cross sections of Arapaho Road at Midway Road to include lane shots.
5. Project management and administration for surveying elements.

B. Geotechnical Investigation

The geotechnical services will include the following: field investigation, laboratory testing and engineering analysis in order to develop recommendations to guide design and construction of Arapaho Road.

1. Field Investigation

Drill and sample 25 borings for this project. The following table summarizes the proposed number of borings for the various structures.

Proposed Structure	Total Number of Borings
Bridge	7
Retaining Walls and Box Culvert	14
Pavement	4

The bridge borings will be advanced a depth of 20 feet into unweathered gray limestone. The bridge borings are therefore anticipated to extend to a total depth of approximately 35 feet. The retaining wall box culvert borings will extend to a depth of 15 feet. The pavement borings will extend to a depth of 10 feet or 5 feet into weathered limestone, whichever is encountered first.

The borings will be continuously sampled to a depth of 6 feet, and at 5-foot intervals thereafter and/or at each change in the stratum until boring termination. The soil samples will be obtained with thin-walled tube and/or split-spoon samplers, depending upon the soil type and consistency.

The bedrock in the bridge borings will be continuously cored. Samples of the bedrock from the other borings will be obtained from the auger cuttings. Texas Cone Penetrometer (TCP) tests will be performed at 5-foot intervals to evaluate the bearing properties of the bedrock.

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.

It is understood that ARS Engineers (ARS), the project surveyor, will stake the centerline of the roadway alignment to assist us in locating our borings in the field. Terra-Mar will then stake the boring locations. The boring locations will be marked in the field so that ARS can determine the boring coordinates and ground surface elevations following the field exploration program.

Owner shall coordinate with the Engineer to obtain right-of-entry to the property so that the boring locations will be accessible to our conventional truck-mounted drilling equipment during normal working days. Traffic control services shall be Additional Services if required to complete the borings.

The drilling operations will proceed in a manner that will avoid the potential of damage to underground utilities. Owner shall provide any information regarding any of their existing underground utilities that are present on-site prior to Engineer beginning the fieldwork. Engineer will coordinate underground utility line clearance with the Texas Excavation Safety System, the Owner, Dallas Water Utilities, and Dallas Area Rapid Transit (DART), and any other utility companies known to be in the area. However, Engineer will not be responsible for damage to underground utility lines that are not properly identified prior to mobilization of drilling equipment to the site.

2. 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, unconfined compression, and calibrated penetrometer tests. Lime series tests will be performed to determine the optimum lime content for subgrade stabilization

3. Engineering Analyses and Report

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

- a. Logs of borings in TxDOT "WinCore2" electronic format, laboratory test results, borehole water level observations, and a plan of borings.
- b. Recommendations for design of drilled shaft bridge foundations, including allowable bearing resistance, estimated depth of bearing stratum, and estimated foundation settlement.
- c. Recommendations for design of mechanically stabilized earth retaining wall foundations that will include allowable bearing pressures, sliding resistance, global stability, and estimated settlement.
- d. Recommendations for design of the box culvert, including equivalent fluid pressures and allowable bearing pressures.
- e. Recommendations for retaining wall and box culvert backfill soil types, backfill placement, and compaction.

- f. Evaluation of the impact of the box culvert on the performance of the proposed pavement section, including recommendations for reducing the amount of differential movement between sections of the roadway supported over the box culvert and box culvert backfill, and sections supported on the existing subgrade soils.
- g. Recommendations for pavement subgrade preparation.
- h. Recommendations for Portland cement concrete pavement sections. Owner will arrange to provide the anticipated traffic loading for use in our analysis.
- i. Discussion of potential construction problems, such as hard rock excavation, groundwater, and subgrade instability.

C. Traffic Study

a. Signal Design Layout

1. Prepare preliminary traffic signal design plans and specifications for intersection of Arapaho Road at Addison Road to include railroad preemption. Plans and specifications will be prepared using Owner standards.
2. Review plans and specifications with Owner and revise as necessary. Prepare final plans, specifications, construction estimates and contract documents for installation of traffic signals throughout project limits.

b. Traffic Signal Data Collection

1. Collect AM peak period (6:30 – 9:00 AM) and PM peak period (4:00 PM – 6:30 PM) turning movement counts in 15 minutes intervals, including pedestrian counts, for two representative intersections. These intersections will provide a general understanding of the volume of traffic and traffic characteristics of the area.
2. Compile the existing traffic turning movement counts for the AM and PM peak hour time periods and determine the existing AM and PM peak hours, peak hour factors and percent trucks for each intersection. Balance the traffic turning movement counts for Phase II and Phase III for the AM and PM peak hours. Prepare base maps for Phase II and Phase III illustrating the existing peak hour turning movement counts, intersection geometrics, speed limits, distances between intersections, percent trucks, peak hour factor, and existing traffic signal phasing. Compile the existing traffic signal timing plans to determine the existing traffic signal

phasing, cycle length, minimum and maximum green times, yellow times, all-red times, walk times and flashing don't walk times.

c. Initial Traffic Analysis – Segment 1 (West of Midway Road)

1. Analyze the three signalized intersections in Segment 1, (Marsh, Surveyor, and Beltline/Marsh) utilizing an interactive process to provide coordinated traffic signal timings without sacrificing level of service for the minor traffic movements. More specifically, the following process will be utilized for both the AM and PM peak hours:

- SIGNAL2000- Design optimum cycle length, phasing and green times for each isolated intersection such that all movements operate at LOS D or better.
- NOSTOP – With the green splits designed in SIGNAL2000, use this program to determine the optimum cycle length to provide maximum progression on the corridor.
- SIGNAL2000 – Rerun, if necessary, if the cycle length is different through NOSTOP than originally assumed.
- TRANSYT-7F – Holding the cycle length and green splits constant, run this program to optimize offsets to provide progression for the highest volume movements (minimize system delay).

Summarize the results with measure of effectiveness tables and phasing/timing diagrams and illustrate the train preemption phasing.

2. Jack Hatchell & Associates will assist the Engineer in a management role consisting of technical assistance and plan review for traffic signal timing plan for Arapaho Road from Marsh Lane to Surveyor Boulevard and Marsh Lane from Beltline Road to Arapaho Road.

d. Initial Traffic Analysis – Segment 2 (East of Midway Road)

1. Analyze the six signalized intersections in Segment 2 of Phase III, (Addison, Edwin Lewis, Quorum, Spectrum, Addison/Lindberg, and Addison/Beltline) utilizing an interactive process to provide coordinated traffic signal timings without sacrificing level of service for the minor traffic movements. The goal will be to provide traffic signal progression along the three signalized intersections along Addison Road and the four signalized intersections along Arapaho Road. The following process for both the AM and PM peak hours:

- SIGNAL2000- Design optimum cycle length, phasing and green times for each isolated intersection such that all movements operate at LOS D or better.

- NOSTOP – With the green splits designed in SIGNAL2000, use this program to determine the optimum cycle length to provide maximum progression on the corridor.
- SIGNAL2000 – Rerun, if necessary, if the cycle length is different through NOSTOP than originally assumed.
- PASSERII – Holding the cycle length and green splits constant, run this program to optimize the offsets for through movement progression on Addison Road and Arapaho Road. Two runs will be completed consisting of one run for Addison Road and one run for Arapaho Road.
- TRANSYT-7F – This program will be used to combine the two PASSERII runs and fine-tune the offsets for higher volume turning movements (minimize system delay).

Summarize the results with MOE tables and phasing/timing diagrams. Illustrate the train preemption phasing.

2. Jack Hatchell & Associates will assist the Engineer in a management role consisting of technical assistance and plan review for traffic signal timing plan for Addison Road from Beltline Road to Lindberg and for Arapaho Road from Addison Road to Spectrum. Assist Engineer with coordination with railroad and traffic signal design for railroad preemption.

e. Technical Memorandum

Document the procedures, findings and recommendations of the traffic signal timing analysis, with exhibits, tables and text in a technical memorandum. The technical memorandum will also include an appendix with the traffic software output.

Note: Additional information on the Traffic Study is included in Exhibit B.

D. Phase I Environmental Site Assessment

See Exhibit A for detailed description.

E. Construction Observation

- It is anticipated the Owner will require assistance with construction observation throughout the construction duration. Two separate Construction Observation tasks are included. The first will be full-time bridge construction observation. The second will be half-time roadway construction observation. Full-time is 40 hours per week throughout the duration the construction schedule. Half-time is 20 hours per week throughout the duration the construction schedule. The bridge construction is estimated to take twelve months. The roadway construction is estimated to take fifteen months. If the

duration differs from these estimates, the compensation shall be adjusted accordingly. The following tasks would be performed by this task. A supplemental agreement will have to be completed prior to the pre-construction meeting.

- Monitor construction activities including office/on-site observations during construction operations. This effort will be performed in association with the Owner's staff to supplement their own inspection staff.
- The Engineer's construction representative and staff shall be stationed in Engineer's offices for the administration of the contract documents.
- The Engineer's construction representative shall assist in working with the Contractor to address RFI's, shop drawings, and related questions concerning design issues to support timely response and resolution of issues
- The Project construction representative shall assist in monitoring the construction schedule on an ongoing basis at bi-weekly intervals based upon a 12-month construction schedule, and report to the Owner on matters that may lead to delays and deficiencies.
- Review requests for alternatives and substitutions from the Contractor and submit them, together with Engineer's recommendations, to Owner for consideration.
- Review and make recommendations on contractor submitted shop drawings.
- Observe bridge construction and related components.
- Observe construction to determine in general if the Work is proceeding in such a manner indicating that when completed it will be in accordance with requirements of the contract documents.
- Conduct observations to determine an estimate of percent completion.
- Prepare preliminary and final deficiencies lists at intervals during the overall Project duration.
- Based on observations and evaluations of the Contractor's applications for payment, the Project construction representative shall review and certify the amounts due the Contractor.

F. Coordination with third-party for bridge design

If the Town of Addison chooses to have a third party design the bridge over Midway Road it will require a coordination effort between HNTB and the third party. The Town has requested an estimate of how much time it would take for coordination between the Engineer and the third-party bridge designer. This estimate is for meetings with the third party, information sharing, transfer of files (electronic, including CAD), notes and sketches, and meetings with the Town to incorporate ideas into the bridge. This estimate is not for the design of any elements of the bridge that are developed through these meetings or by the third party. We have based our estimate on a total of 140 hours over the course of the design. The estimated amount would be approximately \$17,500.

SECTION 3. PAYMENT

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

Basis of Compensation

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

Compensation for performing Basic and Additional Services shall be as shown in Exhibit A on a Lump Sum amount of \$602,725. Additional Services for Construction Observation shall be as shown in Exhibit A on a Cost-Plus basis not to exceed \$211,060 based upon an hourly rate with a 2.92 multiplier to cover labor, overhead, and profit. The total contract amount shall not exceed \$813,785.00 unless amended by both parties.

SECTION 4. RESPONSIBILITIES

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

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

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

SECTION 5. TIME FOR PERFORMANCE

Engineer shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with the terms of this Agreement. The

services to complete construction documents shall be completed within 10 months of Notice-to-Proceed.

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

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

SECTION 6. DOCUMENTS

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

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

Engineer agrees to and does hereby grant to Owner a royalty-free license to such instruments of service which Engineer may cover by copyright and to designs as to which Engineer may cover by copyright and to designs as to which Engineer may assert any rights or establish any claim under the design patent or copyright laws. Engineer, after completion of the services, agrees to furnish the originals of such instruments of service

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

SECTION 7. TERMINATION

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

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

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

SECTION 8. INSURANCE

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

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

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

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

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

SECTION 9. INDEMNIFICATION FOR INJURY AND PERFORMANCE

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

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

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

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

SECTION 10. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

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

SECTION 11. INDEMNIFICATION FOR NON-PAYMENT

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

SECTION 12. ASSIGNMENT

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

SECTION 13. APPLICABLE LAWS

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

SECTION 14. DEFAULT OF ENGINEER

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

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

SECTION 15. ADJUSTMENTS IN SERVICES

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

SECTION 16. EXECUTION BECOMES EFFECTIVE

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

SECTION 16-A. VENUE LOCATION

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

THIS AREA INTENTIONALLY
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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 9010
Addison, Texas 75001-9010

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

Witness:

Witness:



October 22, 2003

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

G&A No. 320-02

Re: Arapaho Road Phase 3
Revised Proposal for Additional Services

Dear Jerry:

Pursuant to your request, Grantham & Associates, Inc. (G&A) has revised the Proposal for Additional Services dated September 8, 2003. We have modified the scope of services and the proposed fee for the tree survey services based on our field visit and more detailed information concerning the Town's needs. The following details the revised proposed scope for the Tree Survey. The proposed scope of services for the remaining tasks are as detailed in the September 8, 2003 letter.

Scope of Services

Tree Survey

G&A will perform a tree survey within an area beginning at the end of the retaining wall at approximately paving station 70+50 and extend east to approximately paving station 77+50, or where the RR tracks and proposed roadway cross. The trees that will be located are those that are outside the roadway, to the north, but inside the right of way. Most of these trees are along the existing drainage ditch. The trees along the existing drainage ditch south of the proposed roadway at paving station 78+00 extending to the existing headwall will also be surveyed.

- The survey will identify the size and type of all trees greater than or equal to 4 inches in diameter. (Note: The tree type will be ascertained through the best judgement of G&A's survey crew; no arborist work is included in this proposal).
- The survey will be provided in digital format to HNTB.
- Tree mitigation is not included in this scope of services.

Fee

A breakdown of the proposed fixed fee to perform these additional services, as described above and in the September 8, 2003 letter, is presented in the Attachments A through C. Following is a summary:

Mr. Jerry Holder, P.E.
October 22, 2003
Page 2

Tree Survey	\$ 4,237.09
'Y' Track Topo	\$ 3,797.09
Addison Road Drainage	\$ 2,884.06
'Y' Track Drainage	<u>\$ 7,364.62</u>
Total:	\$ 18,282.86

Should you have any questions concerning this proposal, please contact me.

Sincerely,



Bruce Grantham, P.E.
President

Attachments

BG/gg

J:\WPDOCS\PROJECTS\02-320\additional services_revised.ltr

Pending fee/scope changes for 25768

Supplemental A

Add Heritage Inn design changes —

Add Watson-Taylor design changes ✓

Drainage on bridge —

Undetermined

Produce Color Exhibits for Condemnation
Proceedings/Court

Terra-Mar Additional Boring for URS Design

Add design of Culvert/CIP Retaining walls

ARS Additional work

Soundwall additional design

SUPPLEMENTAL AGREEMENT

Cost breakdown

Heritage Inn Design Changes	\$18,014.88
Watson Taylor Design Changes	\$16,922.87
Add Drainage Design for Bridge	\$18,903.07

Total	\$53,840.81
--------------	--------------------

**Arapaho Road Extension
Phase 3 - PS&E
Bridge Drainage Design
Estimate of Manhours
Final Design - Grantham & Associates, Inc.**

Task	Asst. Project Manager	Project Engineer	Design Tech	CADD Operator	Clerical
Coordination with Bridge Designer	16				8
Drainage Plans/Profiles	1	8	16	40	
Drainage Calculations	1	4	2	16	
Drainage Area Map	1	2	2	8	
Details	1	4	8	16	
Bid Quantities	1	4	8	8	2
Opinion of Probable Cost	1	2	4		2
Respond to Requests for Information	4	8			

Total Hours	26	32	40	88	12
Hourly Rate \$	45.00	\$ 41.00	\$ 24.00	\$ 16.00	\$ 16.00

Direct Labor Cost	\$ 1,170.00	\$ 1,312.00	\$ 960.00	\$ 1,408.00	\$ 192.00
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Final Design - G&A	\$ 5,042.00
Indirect Labor, Overhead (1.8775)	\$ 9,466.36
Subtotal	\$ 14,508.36
Profit and contingency	\$ 2,176.25
Direct expense	\$ 500.00

G&A Fee	\$ 17,184.61
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HNTB Project Management & Coordination	\$ 1,718.46
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Total Fee	\$ 18,903.07
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**Arapaho Road Extension
 Watson-Taylor Parcel 12 and 13
 Estimate of Manhours
 HNTB Left Turn, Deceleration Lane Estimate**

Task	Project Manager	Project Engineer	Engineering Technician
Alignment Options -	4	40	20
Horizontal Alignment	4	30	24
Edge of pavement - Geometric	2	24	20
Total Hours	10	94	64
Hourly Rate	\$ 54.00	\$ 33.00	\$ 23.00
Direct Labor Cost	\$ 540.00	\$ 3,102.00	\$ 1,472.00
		Final Design - HNTB	\$ 5,114.00
		Indirect Labor, Overhead (1.8775)	\$ 9,601.54
		Subtotal	\$ 14,715.54
		Profit and contingency	\$ 2,207.33
Total HNTB Fee			\$ 16,922.87

Note:

The "Alignment Options" will take up a considerable amount of time due to the geometry in this area.

**Arapaho Road Extension
Heritage Inn Estimate
Estimate of Manhours
HNTB Heritage Inn Estimate**

Task	Project Manager	Project Engineer	Engineering Technician
Alignment Options - Several options generated. Eventually went with one that kept road within the current ROW		48	32
Horizontal Alignment		8	4
Adjustment to Retaining Wall Limits - Preliminary Grading		24	16
Edge of pavement - Geometric		16	24
Superelevation		16	
Total Hours	0	112	76
Hourly Rate \$	\$ 54.00	\$ 33.00	\$ 23.00
Direct Labor Cost	\$ -	\$ 3,696.00	\$ 1,748.00
		Final Design - HNTB	\$ 5,444.00
		Indirect Labor, Overhead (1.8775)	\$ 10,221.11
		Subtotal	\$ 15,665.11
		Profit and contingency	\$ 2,349.77
Total HNTB Fee			\$ 18,014.88

Note:

Several options were reviewed and analyzed during the design process
The following is a list of the different alignments analyzed.

1. No change in the Horizontal Alignment, 150' Deceleration lane, 150' Acceleration lane and 150' Left Turn lane.
2. Horizontal Alignment modified, 150' Deceleration lane, 150' Acceleration lane and 150' Left Turn lane
3. Horizontal Alignment modified, 150' Deceleration lane, No Acceleration lane and 150' Left Turn lane.
4. Horizontal Alignment modified, 150' Deceleration lane, 150' Acceleration lane and 150' Left Turn lane, 246' Median
- shorter median allowed for no impact to ROW already agreed to.
5. Horizontal Alignment modified, 150' Deceleration lane, 150' Acceleration lane and 150' Left Turn lane, 138' Taper*
* Taper began at Parcel 5 property line, to minimize impact to additional ROW takes
6. Horizontal Alignment modified, 150' Deceleration lane, 150' Acceleration lane and 150' Left Turn lane, 315' Taper
and 400' median (Addison Standards)
7. Horizontal Alignment modified, 150' Deceleration lane, 394' Acceleration lane * and 150' Left Turn lane, 315' Taper
*AASHTO Standards

SUPPLEMENTAL AGREEMENT

Cost breakdown

Heritage Inn Design Changes	\$18,014.88
Watson Taylor Design Changes	\$16,922.87
Add Drainage Design for Bridge	\$18,903.07

Total	\$53,840.81
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Pending fee/scope changes for 25768

Supplemental A

Add Heritage Inn design changes

Add Watson-Taylor design changes

Drainage on bridge

Undetermined

Produce Color Exhibits for Condemnation
Proceedings/Court

Terra-Mar Additional Boring for URS Design

Add design of Culvert/CIP Retaining walls

ARS Additional work

Soundwall additional design

Jenny Nicewander

From: Earnie Cox [ecox@arsengrs.com]
Sent: Friday, November 08, 2002 1:19 PM
To: Jenny Nicewander
Subject: Arapaho Road Out of Scope Items

Jenny,

The following is all of the items that we have done that are out of scope for Phase III.

Major revisions to Parcel 3

Multiple revisions to Parcel 2TE

Major revisions to Parcel 4 for City of Dallas specifications Revisions to Parcels 12TE and 13TE Tie in DWU

— Waterline DWU waterline deed research

Also, we have not staked the centerline yet.

Please call me if you need anything else.

Earnie Cox
ARS Engineers
214-739-3152

To File

Date April 25, 2002

From Jenny Nicewander

Subject 25768 – Arapaho Phase III – Kick Off Meeting with the Town of Addison

A meeting was held on April 25, 2002 to discuss traffic engineering issues on the Arapaho Road Phase III Project. The following individuals were present:

Town of Addison: Jim Pierce, Robin Jones, Luke Jalbert, Dave Wilde and Steve Chutchian

HNTB: Jerry Holder, Liz Metting, Angela Stoddard and Jenny Nicewander

GBW: Bruce Grantham

Jerry Holder opened the meeting with a brief introduction and had everyone introduce themselves. The meeting began with a Lessons Learned review from the Phase II project. The Town was given the opportunity to discuss what they liked and disliked about the Phase II project.

A+B bidding was a success and will be standard operating procedure in the Town from now on, on large projects.

One of the disappointments from phase II was the percent complete submittals that was handed in by the design team. The Town felt that the 95% was closer to a 65% set of plans. For Phase III, HNTB and GBW will work on rectifying that situation so it will not occur again. It was asked if the Town had a list of what was expected at 95%, at present there is no list.

SC – would like one full size set of plans as part of the final submittal

JH – It is written in the Phase III contract that the town shall receive 3 full-size and 5 half-size sets of plans and specifications.

JH – stated that we had good responsiveness from the Town's staff and that was much appreciated during the design stage.

SC – stated he felt HNTB and GBW was very accommodating during the design regarding preparing exhibits for ROW.

- Ron Whitehead is trying to accelerate Phase 2 and 3.
- On Phase II there was only one condemnation, Phase III will have a minimum of 5: Crouch, Metro Brick, Addison joint venture (Body Shop), Public storage, and Bullough are expected to go to condemnation

JH – There was some confusion on the mark-up sets from the Town on Phase II. A proposal for a possible solution for this in Phase III would be to have a meeting at the Town to discuss all of the mark up sets and make decisions concerning any conflicting comments. There was a consensus from the participants that this should be done.

- Meeting minutes will be routed to Luke and he will then distribute them to the Town staff to keep them informed on decisions made during those meetings.

JP – Earth fill sections will be different from phase II

- SC – there is a lot of interest from the property owners regarding the retaining wall aesthetics.
- HNTB needs to look into moving the bridge over 10-ft, look into feasibility, how it will impact the Urban Planners and their hike and bike trail. A decision will need to be made early, and DWU will need to be involved.
 - There is parking on the back side of the 4125 Centurion Way L.P., lot that will need to be looked at. Efforts should be made as to not take any parking spaces from that lot. The retaining wall is along that property so there will be no opportunity for parking under the Arapaho.
 - A meeting will need to be set up between HNTB's Urban Planner (Mike Preston) and URS to coordinate the hike and bike trail and the bridge.
 - A meeting will also need to be held with DWU to have them sign off on the plans being so close to the 60" water line.
- LJ – Bruce was quite helpful in hammering the utility companies to get moving and hopes that will continue in Phase III.
- AS – the Handicap ramps on Phase II were a much bigger item than anticipated. For Phase III the ramps should be tied down sooner to avoid confusion. HNTB will develop the layout of these ramps early in the design and submit them to all parties for agreement.
- LM – HNTB/GBW will need to coordinate the submittals with URS so that the Town receives the 65%, 95% and 100% sets at the same time.

Superelevation – will need to super the interior two curves.

Bridge – do we have the room to include the pedestrian walkway on the bridge and move it over 10'?

- Do we want the pedestrians elevated? Or on the ground?
- Phase III is to carry the hike and bike trail into phase II area.

Drainage – Bruce is working on incorporating Arapaho with the drainage project at the airport.

- The bridge should capture the drainage on the bridge so that it does not run off and over the sides of the bridge.

Surveyor Intersection – the entire intersection will be rebuilt to provide a smooth transition.

Pedestrian Crosswalk signals – countdown type are to be used. LED for signals, Internal illumination for street signs.

Parking Connection between Iceoplex and Motel 6 – will probably connect the grassed area (that will be paved parking) of the Motel 6 lot to the Iceoplex lot. The tennis courts are coming out. Motel 6 is going to decide if they want additional parking or not. There will be security fencing with landscaping if there is no additional parking lot.

Box culvert and existing channel – the existing channel will be filled as part of this project.

Design vehicles for turning movements – 3 vehicles will be evaluated for turning movements

1. Fire truck

2. City Bus (DART type)
3. Semi Truck

Coordination will need to happen with Birkhoff, Conway & Hendricks the firm who is designing the Addison Road project so that the intersection is done smoothly.

Bruce suggested that there be a joint design schedule for the bridge and road projects

A meeting should be scheduled with URS, HNTB, GBW and the Town to discuss coordination

Railroad – Jack Hatchell has begun communication with the railroad (UP) and those talks are on going.

PROPERTY UPDATE

Parcel 14 – Town of Addison - keeping property to the south

Parcel 12 and 13 – Public Storage of Dallas - The Owner has been sent the final offer letter. It is anticipated that the Town will have to go to council for condemnation, there has not been a lot of progress on those lots.

Parcel 11 – Bullough Lykos Office building – Property owner is not interested in working with the Town. They are not asking for anything, but they are not cooperating either. The Town will meet with them in the near future, and will send an offer in the next few weeks. If there is no resolution, then condemnation proceedings shall begin.

Parcel 10 – Centurion Way – Parking lot issues with this property.

Parcel 9 – Intervest – they are working with the Town.

Parcel 8 – Crouch – Attorneys drafted a final notice that will be sent for his approval. If the letter is not approved, condemnation proceedings shall begin. The Town has decided to give him the same number of parking spaces that will be disturbed because of the Bridge.

Parcel 7 – Charter Furniture – Might go to condemnation.

Parcel 6 – Iceoplex – The ROW has been acquired and is now owned by the Town. The Town will replace any parking disturbed by the project as well as adding parking on part of the old Motel 6 lot (area that is currently grassed, just north of the Isoplex parking)

Parcel 5 – Heritage Inn – Contacts are in Fargo North Dakota. There is a possible connection point on this lot to Arapaho. Some questions and comments that were brought up regarding the access drive

Would they require a turn lane?

The access drive, it could be used as a natural cut through when there is a train crossing the RR tracks.

The idea for Arapaho was for it to be a by pass to counterbalance traffic on other roads (Beltline).

There is no inherent benefit for the Town to include access to the Heritage Inn from Arapaho.

Steve

Item #R3 - **PUBLIC HEARING** and Consideration of a Resolution approving a joint application with Dallas County and surrounding cities for consideration of funding through the Federal Juvenile Accountability Incentive Block Grant Program (JAIBG) and waiving the Town's right to apply.

Item #R4 - Approval of the proposed Town Marketing Program for February through September, 2002 and authorization for the City Manager to enter into contracts with the following: Krause and Associates for \$73,739.00, TravelCLICK for \$132,322.00, StarCite for \$61,883.00, David Green Organization (group lead program) for \$18,000.00, David Green Organization (telemarketing program) for \$24,000.00, Barbara Buzzell Company for \$36,000.00, Travel & Tour Guides for \$36,459.00 and TravelCLICK Hotelligence for \$6,500.00.

Item #R5 - Discussion and consideration of a Resolution approving a proposal for Internally Illuminated Street Name Signs.

** Passed*
Item #R6 - Consideration of a Resolution authorizing the City Manager to enter into a contract in an amount not to exceed \$813,785.00 for Engineering Services to HNTB Corporation for the design of Arapaho Road, Phase III, from Surveyor Boulevard to Addison Road. SEE CALL NOTE 450570 AT LEAST

Item #R7 - Presentation of annual report of the Addison Arbor Foundation and the 2002 Work Plan for the Foundation.

Item #R8 - Consideration of an Ordinance to (1) amend Chapter 2 (Administration), Article IV (Finance), Division 2 (Financial Policies) of the Code of Ordinances by adding a new Section 2-184 relating to the use of alternative methods of selecting a contractor for certain projects which provide the best value for the Town, and (2) delegate the authority to make a determination as to which method provides the best value for the Town to the City Manager (or the City Manager's designee).

** Pending review of "venue" issue by City Attorney*

12/7/01

ARAPAHO RD., PHASE III FEE PROPOSAL

- TOTAL CONSTRUCTION COST w/ CONTINGENCY \$ 13,076,502
- CONSTRUCTION COST MINUS RIGHT-OF-WAY
& DEMOLITION \$ 9,656,502
- ENGINEERING FEE (BASIC SERVICES),
INCLUDING FINAL DESIGN, STREETScape,
BIDDING & CONTRACT AWARD, & CONST-
RUCTION ADMINISTRATION \$ 487,285
- % OF CONSTRUCTION COST ESTABLISHED
AS BASIC SERVICES $\frac{487,285}{9,656,502} =$ 5.05%
- ADDITIONAL SERVICES, INCLUDING \$ 102,505
SURVEYING, GEOTECHNICAL, TRAFFIC,
ENVIRONMENTAL ASSESSMENT, IRRIGATION,
& THIRD PARTY COORDINATION WITH
BRIDGE ARCHITECT
- % OF CONSTRUCTION COST ESTABLISHED
AS ADDITIONAL SERVICES $\frac{102,505}{9,656,502} =$ 1.06%
- TOTAL FEE AS % OF CONSTRUCTION 6.11%

ABOVE FIGURES DO NOT REPRESENT CONSTRUCTION
INSPECTION OR AN ADDITIONAL \$12,000 FOR
DESIGN OF CONCRETE PARKING AREAS UNDER BRIDGE.



ARCHITECTS ENGINEERS PLANNERS

HNTB Companies
5910 W. Plano Parkway
Suite 200
Plano, Texas
75093
(972) 661-5626
FAX (972) 661-5614
www.hntb.com

January 10, 2002

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

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

ARAPAHO ROAD PHASE III – SCOPE AND FEE

Dear Steve:

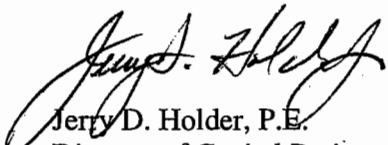
Attached please find one original and one copy of the revised scope and fee for the referenced project. The updated document represents several items that have been added to the fee estimate. These items include the following:

- Design of parking lots under the bridge on both the east and west sides of Midway Road
- Full-time bridge construction observation (estimated construction time: 12 months)
- Half-time roadway construction observation (estimated construction time: 15 months)

We trust this revised scope and fee meets with your approval. If so, please sign the original and return to us. We are excited about working with you and your staff on this new phase of the project.

Very truly yours,

HNTB CORPORATION



Jerry D. Holder, P.E.
Director of Capital Projects

JDH/dsl

Enclosure

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; FT. WORTH, TX; HARTFORD, CT; HICKSVILLE, NY; HOUSTON, TX; INDIANAPOLIS, IN; KANSAS CITY, MO; KNOXVILLE, TN; LANSING, MI; LOS ANGELES, CA; LOUISVILLE, KY; MADISON, WI; MIAMI, FL; MILWAUKEE, WI; MINNEAPOLIS, MN; NASHVILLE, TN; NEW YORK, NY; OAKLAND, CA; ORANGE COUNTY, CA; ORLANDO, FL; OVERLAND PARK, KS; PHILADELPHIA, PA; PORTLAND, ME; PORTLAND, OR; RALEIGH, NC; 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; WAYNE, NJ; WASHINGTON, DC.

Steve:
looks good!

Squeeze into
one page

Joni

DRAFT

DATE SUBMITTED: January 14, 2002
FOR COUNCIL MEETING: January 22, 2002

Council Agenda Item:

SUMMARY:

This item is for the approval of an Engineering Services Contract for the design of Arapaho Road, Phase III, from Surveyor Blvd. to Addison Road.

FINANCIAL IMPACT:

Budgeted Amount: \$4.005 Million

Cost: \$813,785 (Engineering & Inspection)

Source of Funds: Funds are available from the FY 2000 General Obligation Bond Program.

BACKGROUND:

The third phase of the proposed Arapaho Road extension project extends from Surveyor Blvd. to Addison Road. Construction of this section of Arapaho Road will complete an east-west minor arterial roadway that is necessary to relieve traffic congestion on Belt Line Road. It is anticipated that the new street will initially absorb approximately 11,000 vehicles per day, with a maximum future count of 25,000 vehicles per day.

The firm of HNTB Corporation ^{has} submitted a proposal ^(attached) in the amount not to exceed \$813,785 for design and inspection services related to the construction of Phase III. The proposed scope of work that this firm will provide is as follows:

- a. Final Design of Paving, Drainage & Utilities
- b. Streetscape & Irrigation Design
- c. Bidding & Contract Award
- d. Full-Time Bridge Inspection & Supplemental Roadway Inspection

HNTB Corporation is currently under contract with the Town to prepare parcel descriptions and associated maps as part of the ongoing Right-of-Way/Easement acquisition process. However, the proposed design of a bridge over Midway Road shall be performed by separate contract. Staff has initiated the review of Statements of Qualifications from several Architectural/Engineering firms related to design of the bridge. The proposed Phase III roadway design contract includes a provision for HNTB Corporation to coordinate the design of the street with the firm that will design the bridge.

RECOMMENDATION:

It is recommended that Council authorize the City Manager to enter into a contract with HNTB Corporation, in the amount not to exceed \$813,785.00, for engineering and inspection services associated with the design of Arapaho Road, Phase III, from Surveyor Blvd. to Addison Road.



ARCHITECTS ENGINEERS PLANNERS

HNTB Companies
5910 W. Plano Parkway
Suite 200
Plano, Texas
75093
(972) 661-5626
FAX (972) 661-5614
www.hntb.com

January 10, 2002

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

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

ARAPAHO ROAD PHASE III – SCOPE AND FEE

Dear Steve:

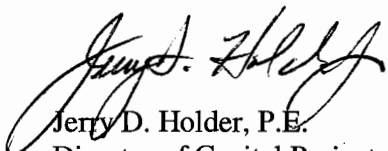
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Very truly yours,

HNTB CORPORATION



Jerry D. Holder, P.E.
Director of Capital Projects

JDH/dsl

Enclosure

25768

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/3/01

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City, MO 64112-1906

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.

INSURERS AFFORDING COVERAGE

INSURED
HNTB Corporation
5910 W. Plano Parkway, Suite 200
Dallas, TX 75093

INSURER A: **CONTINENTAL CASUALTY CO.**
INSURER B: **(VICTOR O. SCHINNERER)**
INSURER C:
INSURER D:
INSURER E:


COVERAGES

THE POLICIES OF THE 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.

INS R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NOT APPLICABLE			EACH OCCURENCE \$ XXXXXXXX FIRE DAMAGE (Any one fire) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN AUTO ONLY: EA ACC \$ XXXXXXXX AGG \$ XXXXXXXX
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> Umbrella Form RETENTION \$	NOT APPLICABLE			EACH OCCURENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY	NOT APPLICABLE			WC STATU-TORY OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	OTHER PROFESSIONAL LIABILITY	PLN 008213985	1/1/02	1/1/03	\$1,000,000 per claim & the annual aggregate for all projects

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

HNTB Job 25768; Arapaho Road Extension - Phase II/III

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION
Town of Addison Public Works Department P.O. Box 144 Addison, TX 75001	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 INSURERS, AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/3/01

PRODUCER Liberty Mutual Insurance Company Southcreek Corporate Center 2 13160 Foster, Suite 100 Overland Park, KS 66213	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.
	INSURERS AFFORDING COVERAGE
INSURED HNTB Corporation 5910 W. Plano Parkway, Suite 200 Dallas, TX 75093	INSURER A: Liberty Mutual Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

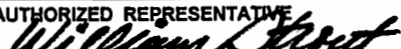
COVERAGES

THE POLICIES OF THE 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 HERIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TB2-141-433035-211	12/1/01	12/1/02	EACH OCCURENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	AS2-141-433035-201	12/1/01	12/1/02	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> Umbrella Form RETENTION \$				EACH OCCURENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC2-141-037577-012	1/1/02	1/1/03	<input checked="" type="checkbox"/> WC STATUTORY <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

HNTB Job 25768; Arapaho Road Extension - Phase II/III Additional Insured: Town of Addison as respects general liability and automobile liability.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Town of Addison Public Works Department P.O. Box 144 Addison, TX 75001		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 IT'S AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

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EVALUATION ASSOCIATES
RIGHT OF WAY LAND RIGHTS ACQUISITION APPRAISAL SOLUTIONS

September 10, 2001

Mr. Steve Chutchian, P.E.
Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

Re: Arapaho Road - Phase III- Appraisal Scope of Services Agreement

Dear Mr. Chutchian:

As a follow-up to our several meetings and communications related to the referenced project, and your request that a written scope of services be provided for the remaining work to be done, this letter serves as the Evaluation Associates statement of interest, and a professional services proposal and agreement.

Propose Work Product

We normally deliver triplicate appraisal reports for each property appraised. The distribution is assumed to be one to the property owner, one to the acquisition agent, and one in the Client files. The report will be an easy to understand narrative evaluation of the subject parent tract, current zoning regulations, existing improvements (if any, which there are, in some of these properties), derivation of whole property value conclusion (including the building structures, in some cases), right of way acquisition and its impact on the existing and/or proposed use. The report will be designed to comply with current Texas Property Code 21.0111 requiring disclosure of appraisal reports used for acquisition purposes by a public agency. The work product that you have recently received from our firm has not included the valuation of improvements which may be affected by the proposed road construction. The work required for this project is much greater than the reports you have seen, thus far.

Professional Staff to be Assigned

In addition to myself, other professional personnel that may be assigned to this project may include, John R. Tannehill, MAI, James V. Getto, MAI, or Richard N. Baker, MAI. Comparable projects of great similarity and reporting style have been recently prepared for the several of the agencies mentioned in the confidential client list, which is on file in your office.

Ability, Competency and Qualification

The Company Overview Statement on file with your office is intended to clarify our overall competency and responsiveness. Additional information can be verified by way of personal contact with any of our recent and current clients, for whom the past five years history is contained in this package.

Professional Fee and Additional Services

Pcl	Property	Preliminary Observations	Appraisal Fee
5	Heritage Inn	Hotel structure not affected (but the Highest and Best Use of the excess land to be acquired may need to be demonstrated)	\$ 3,000
6	Motel 6	Recreational area at rear of hotel affected Hotel structure not affected	3,000
7	15101 Midway Partners/Charter	Office/showroom - Change in Highest and Best Use likely, possible proximity affect	6,500
8	Crouch	Office/Tech (minimal warehouse) - Change in Highest and Best Use likely, possible proximity affect	6,500
9	Intervest	Office / warehouse - loss in outside storage or parking	3,500
10	4125 Centurion Way LP	Office - possibly no affect	2,500
11	Boullough/Lykos	Office/warehouse - possibly no affect	2,500
12	Public Storage	Public storage compartments (Mini-warehouses) - (Reduction in the number of rentable units may impact the marketability of the remainder beyond the net rental loss)	7,500
13	Public Storage	(If Pcl Nos 12 & 13 are the same owner, these parcels can be combined. However, if not the same owner, the scope and fee would be subject to revision. See following Note 1)	

NOTE 1: This can only be verified with the combined functions of interview with owners, title examination and title commitment through a title insurance company, and the possible support of legal opinion from the City Attorney.

Professional third-party consulting fees (see following Note 2) \$ 4,000

NOTE 2: Professional third-party consulting fees related to: 1) modification of buildings to maintain both the legal and usual and customary setbacks, 2) modification of recreational areas at rear of Motel 6, and 3) determination of the Public Storage facility remainder site plan.

Total \$39,000

For the scope of services required for the entire project, including up to nine (9) parcels from the nine properties, the aggregate fee will be \$39,000. Because we have performed some preliminary services related to this project, the remaining anticipated delivery schedule is expected to be 60 days.

Additional services may be requested at the discretion of the Client. Most professional valuation analysis, conferences and meetings, and expert witness services fall into the \$125 per hour range.

Contract Agreement

If this letter satisfactorily states and outlines the services desired by the Town of Addison for this project, and is of adequate formality to use it as a contract, you may authorize our employment by signing one of the copies and returning a copy to us.

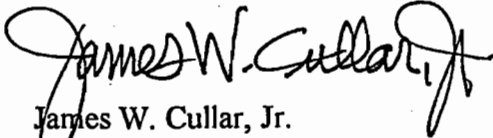
Mr. Steve Chutchian, P.E.

September 10, 2001

Page 3

We are looking forward to the opportunity to serve the Town of Addison in this project. If we can provide any additional information, please call us.

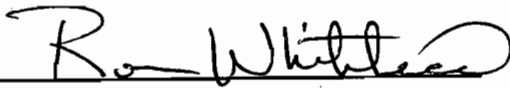
Respectfully submitted,



James W. Cullar, Jr.
Evaluation Associates
jimcullar@airmail.net



Steve Chutchian, P.E.
Town of Addison



Ron Whitehead
City Manager
Town of Addison

EVALUATION ASSOCIATES
RIGHT OF WAY LAND RIGHTS ACQUISITION APPRAISAL SOLUTIONS

September 10, 2001

Mr. Steve Chutchian, P.E.
Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

Re: Arapaho Road - Phase III- Appraisal Scope of Services Agreement

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September 10, 2001

Page 2

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Mr. Steve Chutchian, P.E.

September 10, 2001

Page 3

We are looking forward to the opportunity to serve the Town of Addison in this project. If we can provide any additional information, please call us.

Respectfully submitted,



James W. Cullar, Jr.
Evaluation Associates
jimcullar@airmail.net

Steve Chutchian, P.E.
Town of Addison

Ron Whitehead
City Manager
Town of Addison

DATE SUBMITTED: September 28, 2001
FOR COUNCIL MEETING: October 9, 2001

Council Agenda Item:

SUMMARY:

Agreement with Evaluation Associates to perform property appraisals related to the construction of Arapaho Road, Phase III improvements.

FINANCIAL IMPACT:

Budgeted Amount: Funds were budgeted, in the amount of \$20.5 million, in the Year 2000 General Obligation Bond Program for Arapaho Rd., Phases II & III, Project No. 83300

Cost: \$39,000

BACKGROUND:

The right-of-way acquisition process was recently initiated for the proposed construction of Arapaho Road, Phase III, from Surveyor Blvd. to Addison Road. Preparation of appraisals for certain parcels of land along the alignment of the project is a necessary component of the process. The firm of Evaluation Associates submitted a proposal, in the amount of \$39,000, to perform the appraisals and prepare associated reports on nine individual properties. Evaluation Associates was originally selected to perform property appraisals for the proposed widening of Addison Road and Arapaho Road, Phase II, based on a selection process in which they submitted Statements of Qualifications. In conjunction with the selection process, this firm was also selected to provide appraisals on parcels along Arapaho Road, Phase III.

RECOMMENDATION:

It is recommended that Council authorize the City Manager to enter into an agreement with Evaluation Associates, in the amount of \$39,000, for preparation of appraisals related to the construction of Arapaho Road, Phase III, from Surveyor Blvd. to Addison Road.

Arapaho Phase III

10/01

Surveyor	34+13	} 1,087' "flat"
Begin up slope	45+00	
Bridge Abutment (west)	51+00	} 600' embankment
Bridge Abutment (east)	67+00	
End Slope	72+00	} 500' embankment
Addison Rd	87+88	
		} 1,588' "flat"

Totals:	2675'	flat
	1100'	embankment
	<hr/>	
	3775'	Total

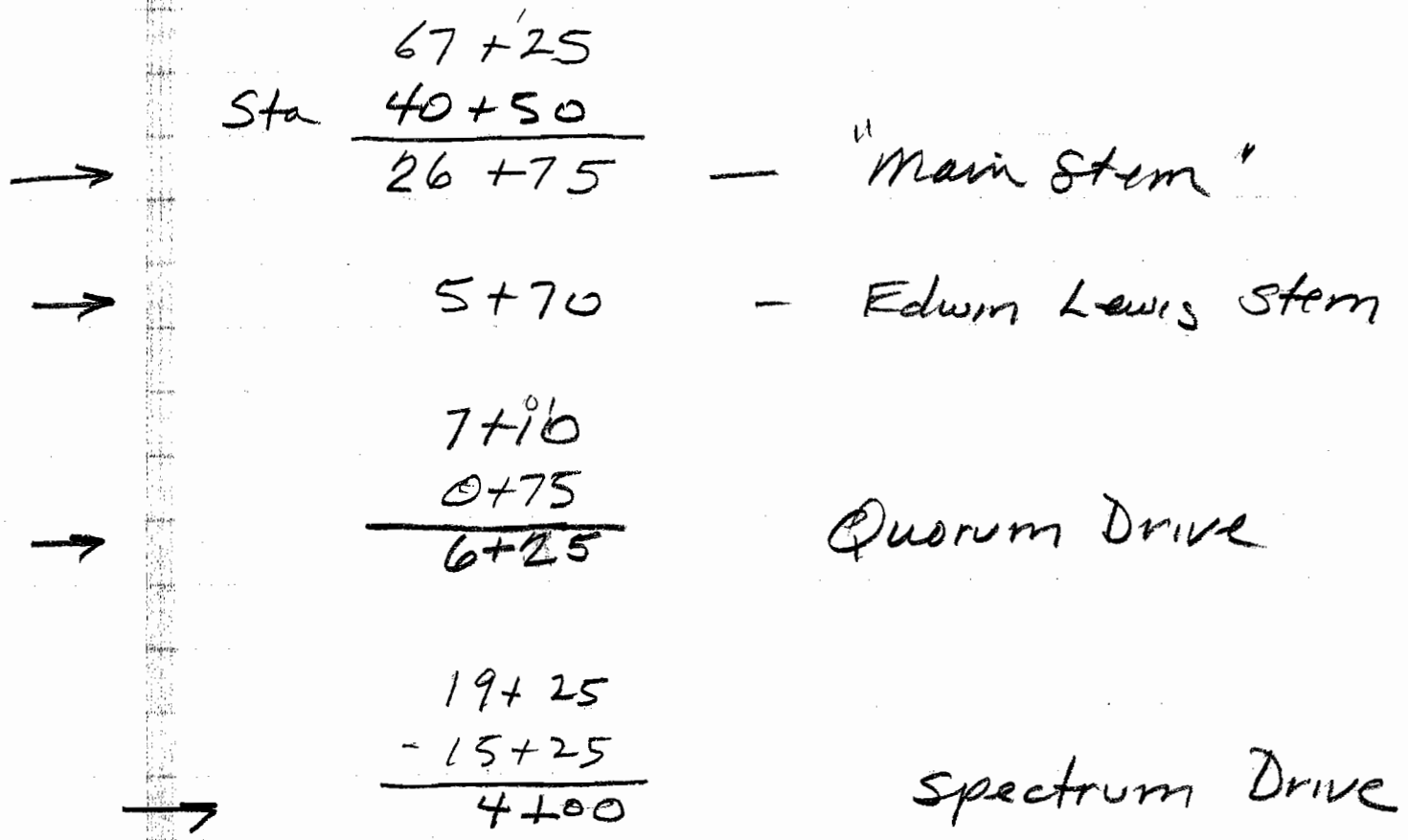
2 RR crossings

$$\begin{array}{r}
 3775' \times 73.04 \text{ (Arapaho Cost)} = \$275,726 \\
 \text{Embankment Design} \quad 10,000 \\
 2 \text{ RR Xings} \quad 20,000 \\
 \hline
 \$305,726
 \end{array}$$

Engineering Fee:

Arapahoe Rd Phase I

May, '01



Total 4,270 feet of Street Design

Engr Fees:	Red, Street Lights (Elec)	\$4,800
	Streetscape	52,750
	Basic Svcs	85,200
	Special Svcs	114,039
	Special Widening Design	<u>26,760*</u>
		283,549

$$\frac{283,549}{4,270} = \$66.40/\text{foot of street}$$

$$66.40 \times 1.1 (\text{inflation}) = \$73.04 \leftarrow$$

* This is really an extra — left in for buffer/contingencies



Civil Engineering • Planning • Surveying

September 4, 2001

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

**RE: Arapaho Road Extension—Revision of Parcel 3
ARS Proposal No. 160-01-098**

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 Revised Survey Plat and Description of Parcel 3 to include Railroad property down to the northern right of way of Belt Line Road.

Delivery

ARS Engineers, Inc. will be able to deliver two (2) signed and sealed Plats and Descriptions on or before ten (10) working day from notice to proceed.

FEE

ARS Engineers proposes to perform the Work outlined above for a lump sum of Three Thousand Three Hundred Seventy Five Dollars (\$3,375.00).

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>Michael E. Murphy</u>
Printed Name:	<u>MICHAEL E. MURPHY</u> DIRECTOR OF
Title:	<u>DIRECTOR OF PUBLIC WORKS</u>
Date:	<u>9/6/01</u>

Consulting Engineers

TOWN OF
ADDISON

PUBLIC WORKS

To: DIANNE K. WOOD

From: Steve CHUTCHAN

Company: ETI ENVIRONMENTAL

FAX #: 972-279-6063

Date: 9/25/01

No. of pages (including cover): 2

Phone: 972/450-2886

Fax: 972/450-2837

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

ETI Environmental Services

**4112 VIA BALLENA
MESQUITE, TEXAS 75150
(972) 279-9751
Fax (972) 279-6063**

September 24, 2001

Town of Addison
Department of Public Works
P. O. Box 9010
Addison, Texas 75001

Attention: Mr. Steve Chutchian, Assistant Engineer

Re: Asbestos Inspection Services
15115 Surveyor Boulevard, Addison, Texas 75001

Dear Sir:

As requested, ETI is pleased to submit the following estimated costs for an asbestos inspection of an office building scheduled for demolition located at 15115 Surveyor Boulevard in Addison, Texas, and it is as follows:

Inspection and preparation of inspection report	\$1,600
Estimated laboratory cost of PLM sample analysis	<u>700</u>
Total estimated costs for inspection:	\$2,300

Upon acceptance of this proposal, please sign and return a copy of this proposal and keep a copy for your records.

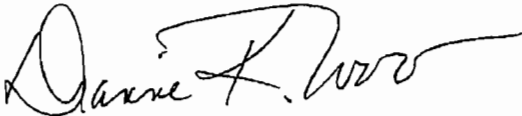
Upon receipt of the accepted proposal, the work will be scheduled to begin on November 5, 2001.

Thank you for this opportunity to be of service to the Town of Addison, and please call if you have any questions or need further information.

Respectfully submitted,

ETI ENVIRONMENTAL SERVICES

TOWN OF ADDISON



Dianne K. Woo
Asbestos Consultant


Signature Date 9/25/01

**ETI
ENVIRONMENTAL
SERVICES**

SPECIALIZING IN ASBESTOS CONSULTING

FAX

4112 VIA BALLENA
MESQUITE, TEXAS 75150

TO: Town of Addison
Dept. of Public works

ATTN: Mr. Steve Chutchian
Asst. Engineer

FAX NO. 972-450-2837

FROM: EDDIE TAW or DIANNE WOO

DATE: 9-24-01 PAGES 2

RE: 15115 Surveyor Blvd.

PHONE: (972) 279-9751

FAX: (972) 279-6063

REMARKS: As you requested FYI Please comment For your review

COMMENTS: Please note that the actual costs of
the laboratory will only be billed to you,
and the amount should not exceed the
estimate. Thank you, Dianne

HP LaserJet 3200se



TOALASERJET 3200
9724502837
SEP-24-2001 10:58

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
81	9/24/2001	10:57:37	Send	99722796063	1:06	2	OK

TOWN OF
ADDISON

PUBLIC WORKS

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Date: 9/25/01

No. of pages (including cover): 2

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

Jim -
FOR YEAR
REVIEW.
Steve

Comments
Attached

DATE SUBMITTED: _____
FOR COUNCIL MEETING: _____

Council Agenda Item:

SUMMARY:

Agreement with Evaluation Associates to perform property appraisals related to the construction of Arapaho Road, Phase III improvements.

FINANCIAL IMPACT:

Budgeted Amount: ~~\$20.5 million~~ Not specifically budgeted
Cost: \$39,000
Funding Source: ~~Funds are available~~ THIS PROJECT IS FUNDED in the Year 2000 General Obligation Bond Program, Project No. 83300

BACKGROUND:

The right-of-way acquisition process was recently initiated for the proposed construction of Arapaho Road, Phase III, from Surveyor Blvd. to Addison Road. Preparation of appraisals for certain parcels of land along the alignment of the project is a necessary component of the process. The firm of Evaluation Associates submitted a proposal, in the amount of \$39,000, to perform the appraisals and prepare associated reports on nine individual properties. This firm has successfully performed similar appraisals for the Town of Addison related to other construction projects, including the proposed Arapaho Road, Phase II improvements.

RECOMMENDATION:

It is recommended that Council authorize the City Manager to enter into an agreement with Evaluation Associates, in the amount of \$39,000, for preparation of appraisals related to the construction of Arapaho Road, Phase III, from Surveyor Blvd. to Addison Road.

Did E.A. go thru a selection process for this project? Lets discuss

EVALUATION ASSOCIATES
RIGHT OF WAY LAND RIGHTS ACQUISITION APPRAISAL SOLUTIONS

September 10, 2001

Mr. Steve Chutchian, P.E.
Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

Re: Arapaho Road - Phase II - Appraisal Scope of Services Agreement

Dear Mr. Chutchian:

As a follow-up to our several meetings and communications related to the referenced project, and your request that a written scope of services be provided for the remaining work to be done, this letter serves as the Evaluation Associates statement of interest, and a professional services proposal and agreement.

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Professional Fee and Additional Services

Pcl	Property	Preliminary Observations	Appraisal Fee
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7	15101 Midway Partners/Charter	Office/showroom - Change in Highest and Best Use likely, possible proximity affect	6,500
8	Crouch	Office/Tech (minimal warehouse) - Change in Highest and Best Use likely, possible proximity affect	6,500
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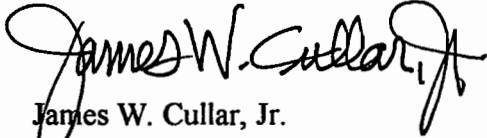
Mr. Steve Chutchian, P.E.

September 10, 2001

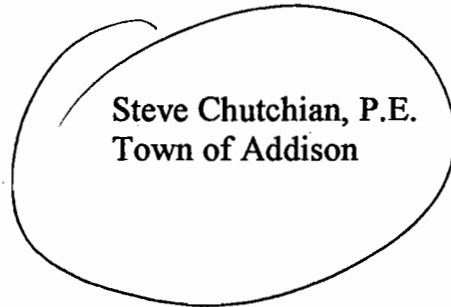
Page 3

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Respectfully submitted,



James W. Cullar, Jr.
Evaluation Associates
jimcullar@airmail.net



Steve Chutchian, P.E.
Town of Addison

Setup for
Signature by
Ron Whitehead

EVALUATION ASSOCIATES
RIGHT OF WAY LAND RIGHTS ACQUISITION APPRAISAL SOLUTIONS

September 10, 2001

Mr. Steve Chutchian, P.E.
Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

Re: Arapaho Road - Phase II - Appraisal Scope of Services Agreement

Dear Mr. Chutchian:

As a follow-up to our several meetings and communications related to the referenced project, and your request that a written scope of services be provided for the remaining work to be done, this letter serves as the Evaluation Associates statement of interest, and a professional services proposal and agreement.

Propose Work Product

We normally deliver triplicate appraisal reports for each property appraised. The distribution is assumed to be one to the property owner, one to the acquisition agent, and one in the Client files. The report will be an easy to understand narrative evaluation of the subject parent tract, current zoning regulations, existing improvements (if any, which there are, in some of these properties), derivation of whole property value conclusion (including the building structures, in some cases), right of way acquisition and its impact on the existing and/or proposed use. The report will be designed to comply with current Texas Property Code 21.0111 requiring disclosure of appraisal reports used for acquisition purposes by a public agency. The work product that you have recently received from our firm has not included the valuation of improvements which may be affected by the proposed road construction. The work required for this project is much greater than the reports you have seen, thus far.

Professional Staff to be Assigned

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September 10, 2001

Page 2

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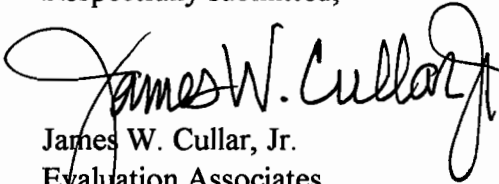
Mr. Steve Chutchian, P.E.

September 10, 2001

Page 3

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Respectfully submitted,

A handwritten signature in black ink that reads "James W. Cullar, Jr." with a stylized, cursive flourish at the end.

James W. Cullar, Jr.
Evaluation Associates
jimcullar@airmail.net

Steve Chutchian, P.E.
Town of Addison

EVALUATION ASSOCIATES

RIGHT OF WAY LAND RIGHTS ACQUISITION APPRAISAL SOLUTIONS

September 10, 2001

Mr. Steve Chutchian, P.E.
Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

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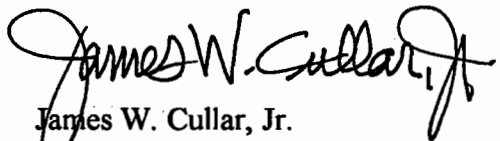
Mr. Steve Chutchian, P.E.

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James W. Cullar, Jr.
Evaluation Associates
jimcullar@airmail.net

Steve Chutchian, P.E.
Town of Addison



ARCHITECTS ENGINEERS PLANNERS

T-17-01

701 Commerce Street
Suite 700
Dallas, Texas
75202
(214) 748-8400
FAX (214) 748-8440
www.hntb.com

PROPOSAL for SERVICES

PEDESTRIAN LINK / TRAIL PLANNING ARAPAHO ROAD - MARSH LANE to ADDISON ROAD Town of Addison

Project Area and Project Scope Understanding

HNTB's understanding is that the project will consist of developing a Conceptual Pedestrian Link / Trail Plan study adjacent to the proposed Arapaho Road extension between Marsh Lane and Addison Road. HNTB will identify Town property adjacent to and nearby the Arapaho Road Phase II and III Rights - of -Way for the purpose of developing conceptual schemes for pedestrian links tying into existing Arapaho Road at Addison Road. In addition to the trail plan HNTB will develop conceptual schemes on potential improvement to Town property in the form of green space reserves, visual screening and buffering.

The final trail plan will be used as a base for the development of construction documents related to the Arapaho Phase III project

1.0 Basic Services

- 1.1 HNTB will attend a kickoff / programming meeting with the Town of Addison to discuss the project requirements, acquire information from the Town required to develop the trail plan and obtain Town property information pertinent to the establishment of a trail network associated with the extension of Arapaho Road. It is anticipated that an additional data-gathering trip will be required to confirm parcel location and rights-of-way alignment.
- 1.2 HNTB will carry out site visits to areas along the Arapaho Road R.O.W for the purpose of taking digital photographs pertinent to the roadway and trail design. These photographs will be used in the development of computer enhanced images depicting trail and roadway placement at key points along Arapaho Road.

2.0 Conceptual Design Options

- 2.1 Based on initial programmatic meetings with the City, HNTB will proceed with trail and parcel development concepts to prepare a Conceptual Trail Plan. Plans / actions are:
 - Conceptual plans will be drawn at a scale sufficient to explain design intent. The drawings to be produced will be one rendered site plan with up to two alternatives and enlarged plans as required to explain design intent.
 - Site photographs will be digitally enhanced to depict the proposed roadway orientation and trail options in the context of surrounding development. These photos will also be used to indicate landscape development options on parcels of land currently owned by the Town.
- 2.2 HNTB will meet with the Town of Addison to present the Conceptual Trail Plan options. Comments received from Town Staff will be incorporated into the Final Conceptual Design package.

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.

3.0 Final Conceptual Design Package

3.1 Based on the approved Conceptual Design option, HNTB will prepare Final Design Documents sufficient in detail to describe the Pedestrian Trail Plan, linkages to Town parcels and proposed green space options. The following drawings will be prepared:

- A rendered aerial site plan of the Town parcel and trail linkage plan
- Digital enhanced photographs showing trail and roadway interface at key locations adjacent to proposed Arapaho Road
- Parcel design options i.e.: visual buffer, screening and potential trail staging areas

4.0 Compensation

4.1 HNTB will be reimbursed for the above Scope of Work and Basic Services on a Lump Sum basis in the amount of \$14 ,000.00.

5.0 Schedule

5.1 It is anticipated that the Scope of Work listed under the Basic Services will be performed in a one month period from the date of Notice to Proceed issued by the Town of Addison.

Additional Services

The following services are not included in the scope of Basic Services. HNTB shall provide these services if authorized in writing by the client on a Time and Expense in addition to the compensation for Basic Services.

- Additional travel beyond that allocated in this proposal.
- Illustrative renderings beyond those described in the Basic Services.
- Zoning changes or variances
- Construction documents and specifications



ARCHITECTS ENGINEERS PLANNERS

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

July 13, 2001

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

Attn: Mr. Steve Chutchian, P.E.

ARAPAHO ROAD EXTENSION - Phase III
Professional Services Agreement

Dear Mr. Chutchian:

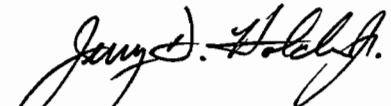
Enclosed for your review are three copies of a Professional Services Agreement for preparation of construction plans and contract documents for the construction of Phase III of the Arapaho Road Extension. Phase III construction will extend from Surveyor Boulevard to Addison Road. The Agreement includes our proposed Scope and Fee for your review.

Per our discussions since the last proposal, we have removed the following items: right-of-way element (executed in a separate contract), pedestrian trail (currently under study), and the demolition plans for structures along the corridor. The design of the structural and architectural elements of the bridge over Midway Road is also not included. *ALSO INCLUDE COORDINATION w/ ARCHA/ENG*

After your review of the enclosed agreement, we will be pleased to meet with you to discuss the project to clarify any issues or questions you may have. We appreciate the opportunity to work with you and your staff on this exciting project for the Town of Addison.

Very truly yours,

HNTB CORPORATION


Jerry D. Holder, Jr., P.E.

JDH/dmc

Enclosures
25768

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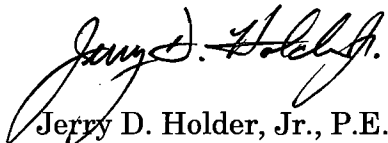
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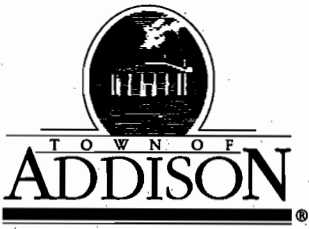
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Public Works / Engineering
 16801 Westgrove • P.O. Box 9010
 Addison, Texas 75001-9010
 Telephone: (972) 450-2871 • Fax: (972) 450-2837

LETTER OF TRANSMITTAL

DATE 6-01-07	JOB NO.
ATTENTION	
RE:	

TO CARMEN MORAN
TOWN OF ADDISON

- GENTLEMAN:**
WE ARE SENDING YOU
- Attached
 - Under separate cover via _____ the following items:
 - Shop Drawings
 - Prints
 - Plans
 - Samples
 - Specifications
 - Copy of letter
 - Change order
 - _____

COPIES	DATE	NO.	DESCRIPTION
1	6-01		ARAPAHO RD SUPPLEMENTAL #3
1	6-01		" " " " " FEE PROPOSAL

- THESE ARE TRANSMITTED as checked below:**
- For approval
 - For your use
 - As requested
 - For review and comment
 - FOR BIDS DUE _____ 19_____
 - Approved as submitted
 - Approved as noted
 - Returned for corrections
 - _____
 - Resubmit _____ copies for approval
 - Submit _____ copies for distribution
 - Return _____ corrected prints
 - PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO JERRY HOLDER

SIGNED: Luke Zeller

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



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ATTENTION	JERRY HOLDER	
RE:	ARAPAHO RD.	

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HNTB

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SIGNED: Luke Galbet

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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 J. Chutchian</u>
Printed Name:	<u>STEVEN Z. CHUTCHIAN</u>
Title:	<u>ASSISTANT CITY ENGINEER</u>
Date:	<u>6/7/01</u>

Consulting Engineers

HP LaserJet 3200se



TOALASERJET 3200
9724502837
JUN-7-2001 15:13

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
241	6/ 7/2001	15:12:44	Send	92147508823	0:43	2	OK

TOWN OF
ADDISON

PUBLIC WORKS

To: MR. HUGH KNIGHT

From: STEVE CHUTCHIAN

Company: ARS ENGINEERS

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

FAX #: 214-750-8823

Date: 6/7/01

No. of pages (including cover): 2

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

Revisions

LINCOLN
TRUS (Prop.

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→ ADD

✓ BICYCLE / PEDESTRIAN TRAIL - ADDITION to

~~SUBJECT~~

→ ADD

✓ COORDINATION w/ ARCH. FIRM

→ DELETE

✓ ROOM PORTION

H
L
O
W

ADD

✓ BETTER IDEA OF INSPECTION COST!

→ NEGOTIATED AT TIME OF CONTRACT AWARD?

HNTB
Agreements

5/17/01

REVISIONS - AS INDICATED
BELOW, ARE UNDEQUAY,
AS OF 5/17/01
SZC.

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 the Scope of Services, and enumerated under Section 2 of this Agreement.

PRELIMINARY

NOW, THEREFORE, all parties agree as follows:

SECTION 2. SCOPE OF SERVICES

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

I. Project Definition

This project consists of the preparation of plans and specifications for bidding and construction of Arapaho Road Phase III from Surveyor Boulevard to Addison Road (the Project). The project will be a 4-lane reinforced concrete roadway, with turn lanes at Surveyor Boulevard and Addison Road. A grade separated intersection will be provided at Midway Road. The design of the bridge over Midway Road is not included in this scope of services. Services will include geotechnical investigation and recommendations; final construction plans for the roadway, structure, 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.

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 the schematic 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 PS&E from Marsh Lane to Surveyor Boulevard (Phase II) are described in a separate scope and Agreement executed October 18, 2000.

A. Final Design – Paving, Drainage, and Utilities

1. Prepare final construction drawings. (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. General Notes
 - c. Quantity Sheets
 - d. Typical Sections
 - e. Construction Phasing (Scale 1" = 40')
 - f. Existing Utilities
 - g. Utility Relocation Plan
 - h. ROW Plan
 - i. Paving Plan and Profile Sheets
 - j. Paving Details
 - k. Signing and Striping Plans (Scale 1" = 40')
 - l. Striping Details
 - m. Erosion Control Plans
 - n. Grading Plan
 - o. Driveway and Special Grading Sheets
 - p. Drainage Area Map (Scale 1" = 100')
 - q. Stormwater Plan and Profile Sheets
 - r. Stormwater Details
 - s. Erosion Control Plans
 - t. Roadway Cross Sections
 - u. Street Lighting Plan

2. Prepare Contract Documents
3. Prepare Estimate of Final Construction Cost
4. Submit three (3) sets of plans for review to the Town of Addison for 50% review, 95% review, and 100% (final).
5. Incorporate Town's review comments into plans.

B. Streetscape

HNTB's understanding is that the project will consist of Right-of-Way improvements for Arapaho Road from Surveyor Boulevard to Addison Road. The current R.O.W. will be widened in some areas allowing for additional landscaping. The proposed streetscape improvements shall respond to and complement the existing landscape and hardscape elements currently used in the Arapaho Road R.O.W. from the North Dallas Tollway to Addison Road. Proposed streetscape improvements will utilize the existing Town Landscape Ordinance and guidelines. Critical visibility concerns shall be incorporated into the overall roadway improvements.

This proposal does not include Architectural Improvements related to the proposed bridge spanning Midway Road. These improvements may be added at a later date by the Town of Addison through a supplemental agreement..

Basic Services

1. Schematic Design

- a. HNTB will attend a kickoff / 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, HNTB will 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. HNTB will meet with the Town to present the Schematic Landscape Master Plan and will receive comments from Town Staff for incorporation into the design development package.

2. Design Development

- a. Based on the approved Schematic Design, HNTB 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 Costs.

- b. HNTB will prepare an Opinion of Probable Construction Costs based on Design Development Drawings.
- c. HNTB will meet with the Town to review the Design Development Package and will receive comments from Town Staff for incorporation into the construction document package.

3. Construction Documentation

- a. Based on the approved Design Development package, HNTB will prepare Contract Documents sufficient to describe the work necessary for construction. The following drawings will be prepared:
 - Layout and Materials Plan
 - Enlarged Intersection Layout & 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 & 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. HNTB will prepare Technical Specifications (CSI format) describing all elements of the proposed work.
 - c. HNTB will prepare a revised Opinion of Probable Construction Costs based on Design Development Drawings.
 - d. HNTB will meet with the Town to review the Construction Document Package and will receive comments from Town Staff for finalizing the construction document package.
4. Bidding and Negotiation
- a. HNTB will prepare a list of qualified potential subcontractors who can perform the work.
 - b. HNTB will prepare addenda as may be required during the bidding or negotiating process.
 - c. HNTB will assist the Town in the evaluation and assessment of bids or negotiated proposals.
 - d. HNTB will propose and/or evaluate value engineering and substitutions with respect to cost implications and effect on quality and/or scope of the work.
5. Construction Observation
- a. HNTB will attend a kickoff meeting with the Town of Addison, the selected landscape / hardscape subcontractor and General Contractor to review the project requirements, schedule and responsibilities.
 - b. HNTB will review and approve subcontractor submittals regarding landscape and hardscape material specified for the streetscape project and keep logs for submittals.
 - c. HNTB will review and prepare responses to questions, clarifications and information requests submitted by the subcontractor. Clarification and information requests will be logged and copied to the Town.
 - d. HNTB will review the subcontractor's work on a weekly basis and prepare a report based on progress of the work and copy the Town.
 - e. HNTB will prepare a punchlist of the completed work and coordinate with the Town. The punchlist will identify items needing correction, deficiencies in the works and damage.

- f. HNTB will review the completed punchlist items with the contractor and issue a notice of completion to the Town.
- g. HNTB will coordinate the preparation of as - built with the landscape / hardscape contractor , review for completeness and issue to the Town with all records of construction developed for the project. This will constitute the project close out of the construction phase.

Additional Services

The following services are not included in the scope of Basic Services. HNTB shall provide these services if authorized in writing by the client on a Time and Expense in addition to the compensation for Basic Service.

- Illustrative renderings beyond those described in the Basic Services.
- Zoning changes or variances
- Irrigation design and construction documents

C. Bidding and Contract Award

1. Prepare Advertisement for Bidders.
2. Print 25 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.

D. Construction Administration

1. Provide three (3) full-size sets of plans for Town and Contractor.
2. Attend pre-construction meeting.
3. Construction inspection (See Exhibit B – Additional Services not included in proposal).
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. Update property ownership.
2. Prepare parcel plats and descriptions for fifteen (15) temporary construction easements.
3. Stake centerline at 100 foot intervals with PCs and PTs.
4. Locate bore holes horizontally and vertically.
5. Cross sections of Arapaho Road at Midway Road to include lane shots.
6. Project management and administration.
7. Three (3) each plat and description signed with blue ink and electronic files.

B. Geotechnical Investigation

The geotechnical services will include a field investigation, laboratory testing and engineering analysis in order to develop recommendations to guide design and construction of Arapaho Road.

1. Field Investigation

We proposed to drill and sample 25 borings for this project- The following table summarizes the proposed number of borings for the various structures.

Proposed Structure	Total Number of Borings
Bridge	7
Retaining Walls and Box Culvert	14
Pavement	4

The bridge borings will be advanced a depth of 20 feet into unweathered gray limestone. The bridge borings are therefore anticipated to extend to a total depth of approximately 35 feet. The retaining wall box culvert borings will extend to a depth of 15 feet.

The pavement borings will extend to a depth of 10 feet or 5 feet into weathered limestone, whichever is encountered first.

The borings will be continuously sampled to a depth of 6 feet, and at 5-foot intervals thereafter and/or at each change in the stratum until boring termination. The soil samples will be obtained with thin-walled tube and/or split-spoon samplers, depending upon the soil type and consistency.

The bedrock in the bridge borings will be continuously cored, Samples of the bedrock from the other borings will be obtained from the auger cuttings. Texas Cone Penetrometer (TCP) tests will be performed at 5-foot intervals to evaluate the bearing properties of the bedrock.

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.

It is understood that ARS Engineers (ARS), the project surveyor, will stake the centerline of the roadway alignment to assist us in locating our borings in the field. Terra-Mar will then stake the boring locations. The boring locations will be marked in the field so that ARS can determine the boring coordinates and ground surface elevations following the field exploration program.

It is assumed 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. It is 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 that are present on-site prior to beginning the field work. We will coordinate underground utility line clearance with the Texas Excavation Safety System, the Town of Addison, and Dallas Area Rapid Transit (DART). 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.

2. 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, unconfined compression, and calibrated penetrometer tests. Lime series tests will be performed to determine the optimum lime content for subgrade stabilization

3. Engineering Analyses and Report

The results of the field investigation and laboratory testing programs will be evaluated to provide recommendations for design and construction of the roadway. The results of this 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 borings in TxDOT "WinCore2" format, laboratory test results, borehole water level observations, and a plan of borings.
- b. Recommendations for design of drilled shaft bridge foundations, including allowable bearing resistance, estimated depth of bearing stratum, and estimated foundation settlement.
- c. Recommendations for design of MSE retaining wall foundations that will include allowable bearing pressures, sliding resistance, global stability, and estimated settlement.
- d. Recommendations for design of the box culvert, including equivalent fluid pressures and allowable bearing pressures.
- e. Recommendations for retaining wall and box culvert backfill soil types, backfill placement, and compaction.
- f. Evaluation of the impact of the box culvert on the performance of the proposed pavement section, including recommendations for reducing the amount of differential movement between sections of the roadway supported over the box culvert and box culvert backfill, and sections supported on the existing subgrade soils.
- g. Recommendations for pavement subgrade preparation.
- h. Recommendations for Portland cement concrete pavement sections. It is assumed that others will provide the anticipated traffic loading for use in our analysis.
- i. Discussion of potential construction problems, such as hard rock excavation, groundwater, and subgrade instability.

C. Traffic Study

a. Signal Design Layout

1. Prepare preliminary traffic signal design plans and specifications for intersection of Arapaho Road at Addison Road to include railroad preemption. Plans and specifications will be prepared using Town of Addison standards.
 2. 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.
- b. Traffic Signal Data Collection*
1. Collect AM peak period (7:00 – 9:00 AM) and PM peak period (4:30 PM – 6:30 PM) turning movement counts in 15 minutes intervals, including pedestrian counts, for two representative intersections. These intersections will provide a general understanding of the volume of traffic and traffic characteristics of the area.
 2. Compile the existing traffic turning movement counts for the AM and PM peak hour time periods and determine the existing AM and PM peak hours, peak hour factors and percent trucks for each intersection. Balance the traffic turning movement counts for Phase II and Phase III for the AM and PM peak hours. Prepare base maps for Phase II and Phase III illustrating the existing peak hour turning movement counts, intersection geometrics, speed limits, distances between intersections, percent trucks, PHF, and existing traffic signal phasing. Compile the existing traffic signal timing plans to determine the existing traffic signal phasing, cycle length, minimum and maximum green times, yellow times, all-red times, walk times and flashing don't walk times.
- c. Initial Traffic Analysis – West Segment*
1. Analyze the three signalized intersections in West Segment, utilizing an interactive process to provide coordinated traffic signal timings without sacrificing level of service for the minor traffic movements. More specifically, the following process will be utilized for both the AM and PM peak hours:
 - SIGNAL2000- Design optimum cycle length, phasing and green times for each isolated intersection such that all movements operate at LOS D or better.
 - NOSTOP – With the green splits designed in SIGNAL2000, use this program to determine the optimum cycle length to provide maximum progression on the corridor.
 - SIGNAL2000 – Rerun, if necessary, if the cycle length is different through NOSTOP than originally assumed.
 - TRANSYT-7F – Holding the cycle length and green splits constant, run this program to optimize offsets to provide

progression for the highest volume movements (minimize system delay).

Summarize the results with MOE tables and phasing/timing diagrams and illustrate the train preemption phasing.

2. Jack Hatchell & Associates will work with HNTB in a management role consisting of technical assistance and plan review for traffic signal timing plan for Arapaho Road from Marsh Lane to Surveyor Boulevard and Marsh Lane from Beltline Road to Arapaho Road.

d. Initial Traffic Analysis – East Segment

1. Analyze the six signalized intersections in Phase III East Segment, utilizing an interactive process to provide coordinated traffic signal timings without sacrificing level of service for the minor traffic movements. The goal will be to provide traffic signal progression along the three signalized intersections along Addison Road and the four signalized intersections along Arapaho Road. The following process for both the AM and PM peak hours:

- SIGNAL2000- Design optimum cycle length, phasing and green times for each isolated intersection such that all movements operate at LOS D or better.
- NOSTOP – With the green splits designed in SIGNAL2000, use this program to determine the optimum cycle length to provide maximum progression on the corridor.
- SIGNAL2000 – Rerun, if necessary, if the cycle length is different through NOSTOP than originally assumed.
- PASSERII – Holding the cycle length and green splits constant, run this program to optimize the offsets for through movement progression on Addison Road and Arapaho Road. Two runs will be completed consisting of one run for Addison Road and one run for Arapaho Road.
- TRANSYT-7F – This program will be used to combine the two PASSERII runs and fine-tune the offsets for higher volume turning movements (minimize system delay).

Summarize the results with MOE tables and phasing/timing diagrams. Illustrate the train preemption phasing.

2. Jack Hatchell & Associates will work with HNTB in a management role consisting of technical assistance and plan review for traffic signal timing plan for Addison Road from Beltline Road to Lindberg and for Arapaho Road from Addison Road to Spectrum. Assist HNTB with coordination with railroad and traffic signal design for railroad preemption.

e. Technical Memorandum

Document the procedures, findings and recommendations of the traffic signal timing analysis, with exhibits, tables and text in a technical memorandum. The technical memorandum will also include an appendix with the traffic software output.

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 a Lump Sum Basis as developed through man-hour estimates of services and expenses presented in Exhibit attached hereto. The Lump Sum amount for Services shall be \$625,311.00.

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 construction shall be completed within 15 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 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.

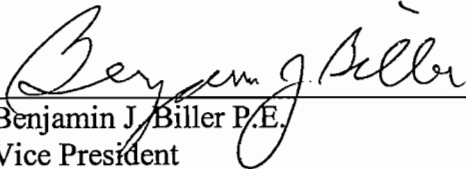
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of _____, 2001.

OWNER:
TOWN OF ADDISON, TEXAS

ENGINEER:
HNTB CORPORATION

By
:

Ron Whitehead, City Manager
5300 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:

Witness:

EXHIBIT A

ARAPAHO ROAD EXTENSION
SURVEYOR BOULEVARD TO ADDISON ROAD
FEE PROPOSAL-MARCH 2001

Basic Services

Final Design

Paving, Drainage, and Utilities	\$110,984
Bidding and Contract Award	\$6,474
Construction Administration	\$6,958

Direct Labor Cost Phase III Basic Services	\$124,416
Indirect Labor, Overhead	\$191,476
<i>HNTB Engineering Subtotal</i>	\$315,892

Profit and Contingency	\$47,384
Out-of-Pocket Expense	\$6,500
<i>HNTB Subtotal Fee, Basic Services</i>	\$369,776

GBW

See GBW Proposal	\$125,608
Basic Services Fee	\$495,384

Additional Services

Surveying, See ARS Inc. Proposal	\$22,777
Geotechnical, See TerraMar Proposal	\$33,125
Streetscape	\$50,406
Traffic Engineering	\$23,619
<i>Subtotal Fee, Additional Services</i>	\$129,927

TOTAL FEE FOR SERVICES **\$625,311**

**ARAPAHO ROAD EXTENSION
PHASE III
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
FINAL DESIGN - PAVING, DRAINAGE, AND UTILITIES**

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical
Task 1: Final Design-Paving, Drainage, and Utilities						
Task 1.1 Project Management/Coordination	320	100				40
Task 1.2 Paving Construction Drawings						
A. Cover Sheet			4		16	2
B. General Notes			8	16	16	
C. Quantity Summary Sheets				24	24	8
D. Utility Relocations		16				
E. Typical Sections			24	24	40	
F. ROW Map - Temporary Construction Easements	12	24	24	40	40	
G. Construction Sequencing/Traffic Control		16				
H. Plan and Profile Sheets		80	120	160	240	
I. Paving, Sidewalk, Intersection, Misc. Details		4	20	80	100	
J. Driveway Detail, Special Grading Sheet		16	40	80	80	
K. Striping Plan, Details		8				
L. Signing Plan, Details		8	16	40	80	
M. RR Grade Crossing Plan, Details, Coordination	40	80	80	16	40	24
N. Street Lighting Plan, Details		16	104		40	
O. Removal Sheet			16	24	32	
P. Bid Quantities		24	40	64	16	
Q. Opinion of Probable Cost		16	32	40		16
R. QA/QC	24	40				8
S. Review Comment Revisions		24	40	40	80	8
Task 1.3 Drainage Construction Drawings						
A. Drainage Plan/Profile		8				
B. Drainage Calculations		8				
C. Drainage Area Map		4				
D. Details		4				
E. Storm Water Pollution Prevention		4				
Task 1.4 Building Demo Construction Drawings						
A. Cover Sheet			8		16	
B. Site Plan and Details		16	24	40	40	
C. Specifications and Contract Documents		32	40		16	40
Task 1.5 Specifications and Contract Documents	8	40	20			40
Task 1 Total Hours	404	588	660	688	916	186
Hourly Rate	\$54.00	\$45.00	\$33.00	\$24.00	\$23.00	\$18.00
Direct Labor Cost	\$21,816	\$26,460	\$21,780	\$16,512	\$21,068	\$3,348

HNTB Final Design-Pavement, and Utilities

\$110,984

ARAPAHO ROAD EXTENSION
 PHASE III
 SURVEYOR BOULEVARD to ADDISON ROAD
 ESTIMATE OF MANHOURS
 BIDDING AND CONTRACT AWARD

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical
Task 5: Bidding and Contract Award						
A. Prepare Advertisement for Bidders		4			4	10
B. Prepare 25 Sets of Plans & Bid Documents		2			16	8
C. Prepare Addenda & Respond to Bidder's Questions		24	32	32	40	40
D. Attend Bid Opening\ Review Bid Docs\Prepare Bid Tab	1	2	8			8
E. Recommend a Bidder to the Town of Addison		4				8
Task 5 Total Hours	1	36	40	32	60	74
Hourly Rate	\$54.00	\$45.00	\$33.00	\$24.00	\$23.00	\$18.00
Direct Labor Cost	\$54	\$1,620	\$1,320	\$768	\$1,380	\$1,332

Bidding and Contract Award **\$6,474**

ARAPAHO ROAD EXTENSION
PHASE III
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
CONSTRUCTION ADMINISTRATION

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical
Task 6 Construction Administration						
A. Provide 3 Full-Size Sets - Town and Contractor			2		4	2
B. Review Submittals		32				40
C. Prepare Mylar Record Drawings	2	16	24	80	40	8
D. Construction Inspection (See Contract for Details)						
<i>Task 6 Total Hours</i>	2	48	26	80	44	50
<i>Hourly Rate</i>	\$54.00	\$45.00	\$33.00	\$24.00	\$23.00	\$18.00
<i>Direct Labor Cost</i>	\$108	\$2,160	\$858	\$1,920	\$1,012	\$900

Construction Administration

\$6,958

**ARAPAHO ROAD EXTENSION
PHASE III
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
FINAL DESIGN - GBW ENGINEERS, INC.**

	Asst. Project Manager	Project Engineer	Design Tech	CADD Operator	Clerical
GBW					
Project Meetings/Management	60				
Utility Coordination	8	4	40		16
Drainage Plans/Profile	8	16	40	160	
Drainage Calculations	8	16	24	60	
Drainage Area Map	4	8	24	40	
Utility Relocations	8	16	40	120	
Construction Sequence/Traffic Control	8	16	40	180	
Striping	4	8	24	100	
Storm Water Pollution Prevention Plan	4	8	24	100	
Traffic Signal Drafting	8		8	96	
Details	4	8	16	48	
Bid Quantities	4	8	24	16	8
Bid Documents and Specifications	24	16			24
Opinion of Probable Cost	4	8	16		8
<i>Task 1 Total Hours (GBW)</i>	156	132	320	920	56
<i>Hourly Rate</i>	\$45.00	\$41.00	\$24.00	\$16.00	\$16.00
<i>Direct Labor Cost</i>	\$7,020	\$5,412	\$7,680	\$14,720	\$896

Final Design-GBW \$35,728

	Survey Manager	Survey Tech.	Survey Crew
GBW			
Utility Survey	8	24	24
<i>Task 2 Total Hours</i>	8	24	24
<i>Hourly Rate</i>	\$100.00	\$60.00	\$110.00
<i>Direct Labor Cost</i>	\$800	\$1,440	\$2,640

Survey-GBW \$4,880

Direct Labor Cost	\$35,728
Indirect Labor, Overhead (1.8775)	\$67,079
Subtotal	\$102,807
Profit and Contingency	\$15,421
Surveying Expense	\$4,880
Direct Expense	\$2,500
TOTAL FEE (GBW)	\$125,608

ARAPAHO ROAD EXTENSION
 PHASE III
 SURVEYOR BOULEVARD to ADDISON ROAD
 ESTIMATE OF MANHOURS
 ADDITIONAL SERVICES - SURVEYING - 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		
C. Stake Centerline at 100 ft. intervals with PCs and PTs				10	40	
D. Locate Bore Holes Horizontally and Vertically				5	24	
E. Additional Survey Shots at Midway Road				4	16	
F. Project Management and Administration		16				4
G. Three (3) Each Plats and Descriptions, Electronic Files		4		5		4
Task 7 Total Hours	24	28	45	132	80	8
Hourly Rate	\$48.00	\$90.00	\$63.00	\$53.00	\$105.00	\$40.00
Direct Labor Cost	\$1,152	\$2,520	\$2,835	\$6,996	\$8,400	\$320

Labor Total \$22,223
Expenses \$554
Additional Services - Surveying \$22,777

Expenses	
Map/Deed Copies	\$125
Mileage	\$94
Reprographics (Copies & Plots)	\$150
Delivery/Courier Service	\$60
Misc. Field Expenses	\$125
Total Expenses	\$554

ARAPAHO ROAD EXTENSION
 PHASE III
 SURVEYOR BOULEVARD to ADDISON ROAD
 ESTIMATE OF MANHOURS
 FINAL DESIGN - STREETSCAPE

	Group Director	Design Director	Senior LA	LA 3	LA 2	LA 1
Task 4 Final Design Streetscape						
Task 4.1 Schematic Design						
A. Kickoff/Programming Meeting			4		4	
B. Schematic Landscaping Master Plan	8	4	24		40	
C. Schematic Plan Review Meeting			4		4	
Task 4.2 Design Development						
A. Prepare Design Development Package	8	8	24		60	
B. Prepare Opinion of Probable Construction Costs			8		16	
C. Design Development Plan Review Meeting			4		4	
Task 4.3 Construction Documentation						
A. Prepare Construction Documents	16		40		120	40
B. Prepare Technical Specifications			8		16	16
C. Prepare Revised Opinion of Probably Cost			4		4	8
D. Construction Document Review Meeting			4		4	4
Task 4.4 Bid Phase						
A. Prepare List of Qualified Sub-Contractors	8		8		8	
B. Prepare Addenda			4		16	
C. Assist Owner in Evaluation of Bids			4		8	
D. Value Engineering/Substitutions			4		12	
Task 4.5 Construction Observation						
A. Kickoff Meeting	8		4		4	4
B. Review Submittals; Tag Trees			16		24	8
C. Review Information Requests			8		12	8
D. Review Work Progress			8		40	
E. Prepare Punchlist			4		16	8
F. Punchlist Review					4	4
G. As-Builts - Project Closeout			2		16	4
Task 4 Total Hours	48	12	186	0	432	104
Hourly Rate	\$32.21	\$37.50	\$30.77	\$22.60	\$18.27	\$15.87
Direct Labor Cost	\$1,546	\$450	\$5,723	\$0	\$7,893	\$1,650
Total Direct Labor and Burden	\$4,515	\$1,314	\$16,712	\$0	\$23,047	\$4,819

Final Design - Streetscape

\$50,406

ARAPAHO ROAD EXTENSION
 PHASE III
 SURVEYOR BOULEVARD to ADDISON ROAD
 ESTIMATE OF MANHOURS
 ADDITIONAL SERVICES - TRAFFIC STUDY

	HNTB PM	HNTB Engineer	HNTB Co-op	Jack Hatchell	Gram Traffic
Task 9. Additional Services - Traffic Study					
A. Signal Design Layout					
1. Preliminary Design				\$5,000	
2. Final Design				\$2,200	
B. Traffic Signal Data Collection					
1. Peak Period Turning Movement Counts					\$799
C. Signal Phasing and Timing Analysis					
1. Compile existing/projected ADT's and Turning Movement Counts	2	4			
2. Determine projected AM and PM peak hour turning movements	4	16			
3. Obtain Geometric Plans/Base Maps	2	4			
4. Determine Clearance Times (Yellow/All-red)	4	12			
5. SIGNAL2000 Analysis - LOS and Phase Determination	5	12			
6. NOSTOP and SIGNAL2000 - Cycle Length for Prog.	2	8			
7. TRANSYT-7F Analysis - Offsets	4	12			
8. Summary Phasing/Timing	4	8		\$4,000	
9. Illustration of Preemption phases - Phase II	4	4			
10. Illustration of Preemption phases - Phase III	2	8			
11. Technical Memorandum	6	12	14		
Task 9 Total Hours	\$39	\$100	\$14		
Hourly Rate	\$37.60	\$21.00	\$13.00		
Direct Labor Cost	\$1,466	\$2,100	\$182	\$11,200	\$799.00
Total Direct Labor and Burden	\$4,546	\$6,510	\$564	\$11,200	\$799.00

Additional Services - Traffic Study

\$23,619

EXHIBIT B – Additional Services not included in proposal

Due to the undetermined time lapse between design, begin of construction, and completion of construction for the Phase III project, the following items are not included in this proposal. HNTB realizes that the Town of Addison has requested these tasks be performed for this project, however, we do not know what our hourly and overhead rates will be when construction begins or when it is completed. At the appropriate time, HNTB will negotiate these items based upon the Town of Addison's scope and our current rates.

Construction Inspection (established prior to bid opening)

- On-site construction inspection and observation services include full time on-site representation supplementing the Clients project administration. Services include: weekly attendance at construction progress and coordination meetings; prepare meeting minutes and follow up on action items; daily architectural/engineering observations with weekly reports; provide on-site clarifications and interpretations of construction documents to facilitate construction process and schedule.

Traffic Signal Coordination Timing Plans – Final Timing

- Progression analysis should be refined between the months of October and April, after Arapaho Road is open to traffic. At this time, new traffic counts need to be done in order to base the progression analysis off accurate, current data. Performing this task before the road is open to traffic would not be recommended.

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 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

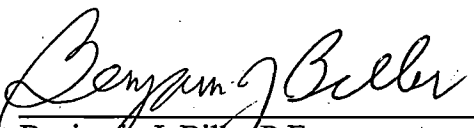
By

:

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

By

:



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 ground 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	76	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

**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

Attachments:

1. Memo from Steve Chutchian, Assistant City Engineer
2. Proposal from HNTB

Administrative Recommendation:

Administration recommends approval.

Item #R8 - Consideration of a Resolution authorizing the City Manager to enter into an engineering services agreement in an amount not to exceed \$44,977.00 with HNTB Corporation for services related to the preparation of temporary construction easements for the Arapaho Road, Phase III project.

Attachments:

1. Memo from Steve Chutchian, Assistant City Engineer
2. Agreement

Administrative Recommendation:

Administration recommends approval.

Item #R9 - Consideration of Resolutions approving the submittal of an application to the Department of Transportation Statewide Transportation Enhancement Program for the Belt Line Road streetscape project and certifying the intent to place the project in the Transportation Improvement Plan (TIP).

Attachments:

1. Memo from Steve Chutchian, Assistant City Engineer
2. Resolution certifying funding and support
3. Resolution certifying intent for Transportation Improvement Plan (TIP) placement

Administrative Recommendation:

Administration recommends approval.



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. Steve Chutchian, P.E.

ARAPAHO ROAD EXTENSION - Phase III
Professional Services Agreement for Temporary Construction Easements

Dear Mr. Chutchian:

Enclosed for your review and signature are three copies of a Professional Services Agreement for preparation of temporary construction easement development, for Phase III of the Arapaho Road Extension. Phase III construction will extend from Surveyor Boulevard to Addison Road. In order to develop temporary construction easements, we will establish the existing ground DTM and cross-sections. This is necessary to tie the toe-of-slopes down as accurately as possible. Please keep in mind that this work is not only for this contract, but will be used for the roadway design also.

The enclosed agreement is in response to your request during our May 7, 2001 meeting. Per our discussion, you wanted to get the temporary construction easement work under contract. We appreciate the opportunity to work with you and your staff on this project.

Very truly yours,

HNTB CORPORATION

Jerry D. Holder, Jr., P.E.

JDH/dsl

Enclosures

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.

TOWN OF
ADDISON

PUBLIC WORKS

To: Ms. ANGIE STODDARD

From: STEVE CHUTCHIAN

Company: HNTB

Phone: 972/450-2886

FAX #: 972-661-5614

Fax: 972/450-2837

Date: 5/14/01

No. of pages (including cover): 3

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

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 TCE exhibits for surveyor. *Temp Const Easements*
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.

on actual cost basis with a

~~Compensation for performing Services shall be on a Lump Sum Basis as developed through man-hour estimates of services and expenses presented in Exhibit A attached hereto. The Lump Sum amount for Services shall be \$44,977.00.~~

fee not to exceed \$44,977.00

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.

My estimate of the Maximum fee is presented in Exhibit A attached hereto.

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

HP LaserJet 3200se



TOALASERJET 3200
9724502837
MAY-14-2001 14:24

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
806	5/14/2001	14:23:42	Send	99726615614	1:05	3	OK

TOWN OF
ADDISON

PUBLIC WORKS

To: Ms. ANGIE STODDARD

From: STEVE CHUTCHAN

Company: HNTB

Phone: 972/450-2886

FAX #: 972-661-5614

Fax: 972/450-2837

Date: 5/14/01

No. of pages (including cover): 3

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

JM - FOR FOUR
Review



ARCHITECTS ENGINEERS PLANNERS

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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.

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 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

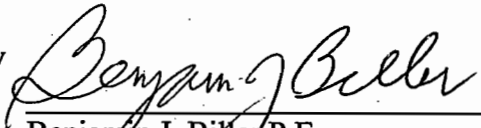
The use of any gender in this Agreement shall be applicable to all genders, and the use of singular numbers shall include the plural conversely.

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

By 
: Benjamin J. Biller P.E.
Vice President
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 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	45	8		
B. Prepare Parcel Plats and Descriptions for 15 TCEs		10		100		3
F. Project Management and Administration		4		5		4
G. Three (3) Each Plats and Descriptions, Electronic Files						
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