ARTS & EVENTS DISTRICT

Oxford® NO. 753 1/3

Slade
Ron
Barbara
Terri
Shelley
Nancy
Alan

GRIFFITH & NIXON
A Professional Corporation
ATTORNEYS & COUNSELORS

One Lincoln Centre
5400 LBJ Freeway, Suite 1025
Dallas, Texas 75240

Telephone: (972) 386-8988
Facsimile: (972) 386-8985
www.griffithnixon.com

FACSIMILE

No. of Pages with Cover Sheet: #205

Date:	Tuesday, May 03, 2005
To:	Larry Johnson
Company:	Cowles & Thompson
Fax No:	(214) 672-2020
Phone No.:	(214) 672-2000
From:	Michael S. Nixon
C/M:	Abstract/Strand
Sent By:	Carey Brown

Comments:

Please see following letter of today's date.

6/23

Just a Reminder -
This work will begin immediately after Kaboom and should take 2-3 weeks. If you have any questions visit w/ Carmen.
Chris

If You Do

The information contained in this fac[illegible] addressee. If the reader of this message is not the addressee, or the person responsible for delivery to the addressee, you are hereby notified that any dissemination, distribution or copying of the message is strictly prohibited. If you have received this message in error, please notify us immediately by telephone and return the original message to us at the address shown above via the U.S. Postal Service. Thank you.

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May 3, 2005

VIA FACSIMILE (214) 672-2020
Mr. Larry Johnson
Cowles & Thompson
901 Main Street, suite 4000
Dallas, Texas 75202

re: Town of Addison
Addison arts & events district
Festival Way Reconstruction

Dear Larry:

Attached is a copy of the correspondence which I received last night from Elizann Carroll in response to the Town of Addison's ("TOA") proposal for remedial work to Festival Way. As reflected in Ms. Carroll's letter of May 2, 2005, Strand & Associates ("Strand") and NAS Surety Group have essentially agreed to TOA's settlement proposal subject to some minor modifications. I realize at least of the issues raised in Ms. Carroll's letter involves a subcontractor of Abstract Construction Company which is of no concern to the TOA.

Please give me a call after you have had an opportunity to discuss Strand's proposal with your client. Your continued assistance and cooperation in resolving this matter is greatly appreciated.

Very truly yours,

Michael S. Nixon /cb

Michael S. Nixon

MSN/cb
enclosure

cc: Mr. James Turner (via facsimile (469) 385-9757)
Mr. Chris Robinson (via facsimile (469) 385-9753)

JUNEAU, BOLL & WARD
ATTORNEYS AND COUNSELORS
A PROFESSIONAL LIMITED LIABILITY COMPANY
15301 SPECTRUM DRIVE, SUITE 300
ADDISON, TEXAS 75001-4696

ELIZANN CARROLL
ECARROLL@JUNEAUBOLL.COM

TELEPHONE:
(972) 866-8333

FACSIMILE:
(972) 866-8378

May 2, 2005

VIA FAX (972) 386-8985
Mr. Michael S. Nixon
GRIFFITH & NIXON
One Lincoln Centre
5400 LBJ Freeway, Suite 1025
Dallas, Texas 75240

$125,000 retainage release — engineering drawings to us by June 1

Re: Addison Arts & Events District
Festival Way Reconstruction

Dear Mike:

As I mentioned in our conversation last Thursday, we have reviewed the Town of Addison's proposal for repairs to Festival Way. We understand the Town's scope of work to be the following:

1.)Curb Inlets: Remove and Replace eight (8) curb inlets approximately 27' x 3' area
2.) Paved Area: Remove and Replace approximately a 56' x 24' section of concrete roadway
3.) Paved Area: Remove and Replace approximately a 30'x 25' of concrete roadway
4.) Paved Area: Remove and Replace approximately a 31' x 21' section of concrete roadway
5.) Rout/Seal: No Information available for estimated quantities, though we estimate total cost of $2,000-$3,000.
6.) Striping or traffic Control Elements: Information is not available at this time.

To be sure we are clear, we have used the following estimates:
1.) Approximate concrete roadway surface to be replaced: 2745 sq. ft.;
2.) Approximately 251 linear feet of curb; and
3.) For inlets, approximately 27 feet long by 3 feet wide by eight (8) Inlets at 8 inches thick on average for a total 648 sq. ft.

If our understanding of the Town's proposal as to the concrete work is correct, Strand and its surety accept the Town's proposal, subject to the condition set forth in my letter of March 23, 2005 to you, specifically, our proposal that any monies paid to the Town be paid by others, notably Calhar, who shares responsibility for issues with Festival Way. We also believe that Calhar should participate in the repairs, to the extent the work will require that the inlets be re-set. Strand does not have the expertise or resources to undertake that work. The fact that Calhar has chosen not to live up to its

JUNEAU, BOLL & WARD
ATTORNEYS AND COUNSELORS

contractual obligations, while Strand has, should not result in Calhar not bearing its share of the cost and responsibility.

In your letter of March 24, 2005, you suggested a proposal for the release of retainage and we certainly are agreeable to that proposal. Finally, as I indicated in my March 23 letter, numbers 1-6, 8 and 9 in the outline of an agreement prepared by the Town at day 2 of the mediation are acceptable to Strand.

While we previously expressed reservations at Strand undertaking repairs, we believe that Strand is the appropriate contractor to complete these repairs. Strand is highly motivated to do quality work in a timely manner under the Town and Abstract's supervision. As you and I both know, completion contractors generally charge significantly more money for work and, in order to make this settlement financially possible for Strand, Strand will need to perform the work.

As indicated in Guardian Group's prior report, we believe the cause of the cracking noted by the Town is due to improper of insufficient soils preparation. The soils preparation is not part of Strand's scope of work and we do not believe Strand should be responsible for those repairs, as we believe that the cracking will continue. Strand cannot take on such on on-going warranty issue, as the cause of the cracking is not due to Strand's workmanship.

We believe the parties are very close to a resolution of this matter and we appreciate Abstract's assistance and cooperation in doing so. If you have questions regarding the above, please feel free to call me.

Sincerely,

Elizann Carroll

JAMES F. DUFFY

September 11, 2003

Mr. Craig Gaussiran
Project Manager
Abstract Construction
11157 Ables Lane
Dallas, TX 75229

Via Email
Original via USPS

Re: Addison Arts & Events District
Paving grades

Dear Craig:

I am in receipt of the undated letter from Benchmark Group of Texas, Inc., Land Surveyors, stating that as of August 21, 2003, the grades on Festival Way "substantially conform" to the grading plan. This letter was hand delivered to me during our progress meeting on September 10, 2003.

This letter is apparently a response to my August 1, 2003, letter concerning Festival Way Construction. My letter contains a request for certain specific information about Festival Way as well as the sidewalks constructed under your contract with the Town of Addison. Those requests are not met in the Benchmark letter.

We have waited 41 days for the information requested and still do not have it. The Benchmark letter is not an acceptable response to our requests and concerns. Please take immediate steps provide all the information requested in my August 1 letter and do so in an expeditious manner.

Regards,

Jim Duffy

cc: Steve Chutchian

3887 RIDGELAKE COURT • ADDISON, TX • 75001
PHONE: 972.241.2816 • FAX: 972.406.1146
JFDGROUP@FLASH.NET

Steve Chutchian

From: Jim Pierce
Sent: Friday, September 12, 2003 4:35 PM
To: Carmen Moran
Cc: Slade Strickland; David Wilde; Steve Chutchian; Jim Duffy (E-mail)
Subject: Event Site Fountain Vault

Carmen: My comments on the vault "walk through":

Hatch safety catch broken off
It is not easy to enter the vault. Suggest a ladder extension be fabricated that operator could use when entering.
Variable speed drives need to be moved away from being under the hatch.
No breaker for the eyewash heater
No pulling lugs
Lots of labeling needed on equipment, piping, valves
Leak through wall by irrigation pump. Irrigation pump housekeeping pad skimpy, nameplate data lacking.
Water garden filter difficult to access
I do not care for the grating type housekeeping pads. Difficult to clean under especially where the grating is within a containment area.

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

Dave Clough
Carmen Moran
Dave Wilde

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

7502 Greenville Ave., #220 Dallas, Texas 75231 Fax (214) 361-0204 Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
RONALD V. CONWAY, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.
DOUGLAS K. SHOWERS, P.E.

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

October 16, 2002

VOID THIS PLAT

Ms. Carmen Moran
Director of Community Services
P. O. Box 9010
Addison, Texas 75001-9010

Re: Addison Arts and Events District

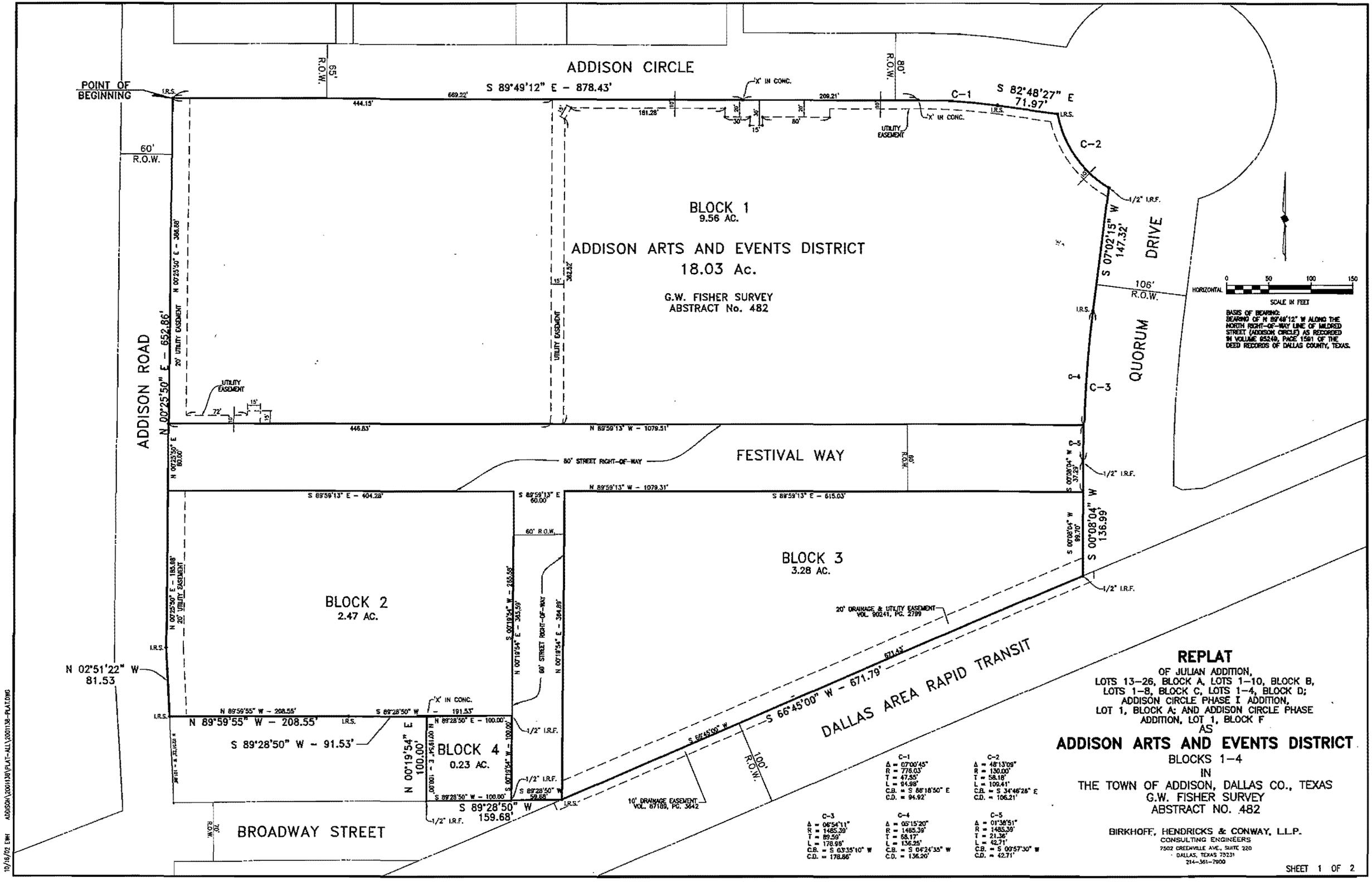
Dear Ms. Moran:

As requested by Mr. Steve Chutchian, we are enclosing one half-size paper copy, 18 full-size paper copies and one full-size Mylar copy of the Replat for the Addison Arts and Events District. These documents have been revised to include the utility easements needed in Block 1. Please give me a call if you have questions concerning the replat.

Sincerely yours,

Ronald V. Conway, P.E.

Enclosures
cc: Mr. Steve Chutchian, P.E. (with one copy of each size replat)


ADDISON CIRCLE
POINT OF BEGINNING
S 89°49'12" E - 878.43'
S 82°48'27" E 71.97'
C-1
C-2
C-3
C-4
C-5
BLOCK 1
9.56 AC.
ADDISON ARTS AND EVENTS DISTRICT
18.03 Ac.
G.W. FISHER SURVEY
ABSTRACT No. 482
ADDISON ROAD
N 00°25'50" E - 652.86'
QUORUM DRIVE
S 07°02'15" W 147.32'
FESTIVAL WAY
80' STREET RIGHT-OF-WAY
N 89°59'13" W - 1079.51'
N 89°59'13" W - 1079.31'
S 89°59'13" E - 404.28'
S 89°59'13" E - 615.03'
BLOCK 2
2.47 AC.
BLOCK 3
3.28 AC.
BLOCK 4
0.23 AC.
N 02°51'22" W 81.53
N 89°59'55" W - 208.55'
S 89°28'50" W - 91.53'
N 00°19'54" E 100.00'
S 89°28'50" W 159.68'
S 66°45'00" W - 671.79'
DALLAS AREA RAPID TRANSIT
BROADWAY STREET
20' DRAINAGE & UTILITY EASEMENT VOL. 90241, PG. 2799
10' DRAINAGE EASEMENT VOL. 87189, PG. 3642
UTILITY EASEMENT
60' R.O.W.
65' R.O.W.
80' R.O.W.
106' R.O.W.
100' R.O.W.
HORIZONTAL
SCALE IN FEET
BASIS OF BEARING:
BEARING OF N 89°49'12" W ALONG THE NORTH RIGHT-OF-WAY LINE OF MILDRED STREET (ADDISON CIRCLE) AS RECORDED IN VOLUME 95249, PAGE 1591 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS.
C-1
Δ = 07°00'45"
R = 776.03'
T = 47.55'
L = 94.98'
C.B. = S 88°18'50" E
C.D. = 94.92'
C-2
Δ = 48°13'09"
R = 130.00'
T = 58.18'
L = 109.41'
C.B. = S 34°46'26" E
C.D. = 106.21'
C-3
Δ = 06°54'11"
R = 1485.39'
T = 89.59'
L = 178.96'
C.B. = S 03°35'10" W
C.D. = 178.86'
C-4
Δ = 05°15'20"
R = 1485.39'
T = 68.17'
L = 136.25'
C.B. = S 04°24'35" W
C.D. = 136.20'
C-5
Δ = 01°38'51"
R = 1485.39'
T = 21.36'
L = 42.71'
C.B. = S 00°57'30" W
C.D. = 42.71'
REPLAT
OF JULIAN ADDITION,
LOTS 13-26, BLOCK A, LOTS 1-10, BLOCK B,
LOTS 1-8, BLOCK C, LOTS 1-4, BLOCK D;
ADDISON CIRCLE PHASE I ADDITION,
LOT 1, BLOCK A; AND ADDISON CIRCLE PHASE
ADDITION, LOT 1, BLOCK F
AS
ADDISON ARTS AND EVENTS DISTRICT
BLOCKS 1-4
IN
THE TOWN OF ADDISON, DALLAS CO., TEXAS
G.W. FISHER SURVEY
ABSTRACT NO. 482
BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS
7502 GREENVILLE AVE., SUITE 220
DALLAS, TEXAS 75231
214-361-7900
SHEET 1 OF 2
10/16/02 EWH
ADDISON\2001138\PLAT-ALL\2001138-PLAT.DWG

OWNER'S CERTIFICATE

BEING a tract of land located in the G.W. Fisher Survey, Abstract No. 482 of Dallas County, Texas, and being across property conveyed to The Town of Addison by deeds on file in the Deed Records of Dallas County, Texas, said tract being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with cap marked "BHC" set for a corner, said corner being the intersection of the south right-of-way line of Addison Circle (a 65-foot wide right-of-way) and the east right-of-way line of Addison Road (a 60-foot wide right-of-way);

THENCE S 89°49'12" E, a distance of 669.22 feet along said south right-of-way line of Addison Circle and said 65-foot right-of-way to a 'X' found in concrete at the end of said 65-foot right-of-way and the beginning of a 80-foot wide right-of-way and continuing S 89°49'12" E for a total distance of 878.43 feet to a 'X' found in concrete at a point of curvature;

THENCE along a curve (C-1) to the right with a radius of 776.03 feet and a chord bearing of S 86°18'50" E, an arc distance of 94.98 feet along said south right-of-way line of Addison Circle to a 1/2-inch iron rod with cap marked "BHC" set at a point of tangency;

THENCE S 82°48'27" E, a distance of 71.97 feet along said south right-of-way line of Addison Circle to a 1/2-inch iron rod with cap marked "BHC" set for a corner at the intersection of the west right-of-way line of Quorum Drive (a variable width right-of-way) and said south right-of-way line of Addison Circle (an 80-foot wide right-of-way);

THENCE in a southerly direction along a non-tangent curve (C-2) to the left with a radius of 130.00 feet and a chord bearing of S 34°46'25" E, an arc distance of 109.41 feet to a 1/2-inch iron rod found for a corner;

THENCE S 07°02'15" W, a distance of 147.32 feet along said west right-of-way line of Quorum Drive (a 106-foot wide right-of-way) to a 1/2-inch iron rod with cap marked "BHC" at a point of curvature;

THENCE along a curve (C-3) to the left with a radius of 1485.39 feet with a chord bearing of S 03°35'10" W, an arc distance of 178.96 feet to a 1/2-inch iron rod found and being the point of tangency;

THENCE S 00°08'04" W, a distance of 136.99 feet along said west right-of-way line of Quorum Drive to a 1/2-inch iron rod found for a corner at the intersection of the north right-of-way line of The Dallas Area Rapid Transit (DART) (a 100-foot wide right-of-way) and said west right-of-way of Quorum Drive;

THENCE S 66°45'00" W, a distance of 671.79 feet along said north right-of-way line of DART to a 1/2-inch iron rod with cap marked "BHC" for a corner;

THENCE S 89°28'50" W, a distance of 59.68 feet along the north right-of-way line of Broadway Street (a 70-foot wide right-of-way) to a 1/2-inch iron rod found and continuing S 89°28'50" W for a total distance of 159.68 feet to a ½-inch iron rod found for a corner;

THENCE N 00°19'54" E, a distance of 100.00 feet to 'X' found in concrete for a corner;

THENCE S 89°28'50" W, a distance of 91.53 feet to a 1/2-inch iron rod with cap marked "BHC" set for a corner;

THENCE N 89°59'55" W, a distance of 208.55 feet to a 1/2-inch iron rod with cap marked "BHC" set for a corner in the east right-of way line of said Addison Road (a 60-foot wide right-of-way);

THENCE N 02°51'22" W, a distance of 81.53 feet along said east right-of-way line of said Addison Road (a 60-foot wide right-of-way) to a 1/2-inch iron rod with cap marked "BHC" set point for a corner;

THENCE N 00°25'50" E, a distance of 652.86 feet along said east right-of-way line of said Addison Road (a 60-foot wide right-of-way) to the Point of Beginning, said tract of land containing 785,432 square feet (18.03 acres) of land.

That The Town of Addison ("Owner") does hereby adopt this plat designating the hereinabove property as Addison Arts and Events District, an addition to the Town of Addison, Texas, and, subject to the conditions, restrictions and reservations stated hereinafter. Owner dedicates to the public use forever the streets and alleys shown thereon.

The easements shown on this plat are hereby reserved for the purposes as indicated, including, but not limited to, the installation and maintenance of water, sanitary sewer, storm sewer, drainage, electric, telephone, gas and cable television. Owner shall have the right to use these easements, provided however, that it does not unreasonably interfere or impede with the provision of the services to others. Said utility easements are hereby being reserved by mutual use and accommodation of all public utilities using or desiring to use the same. An express easement of ingress and egress is hereby expressly granted on, over and across all such easements for the benefit of the provider of services for which easements are granted.

Any drainage and floodway easement shown hereon is hereby dedicated to the public's use forever, but including the following covenants with regards to maintenance responsibilities. The existing channels or creeks traversing the drainage and floodway easement will remain as an open channel, unless required to be enclosed by ordinance, at all times and shall be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage and floodway easement. The City will not be responsible for the maintenance and operation of said creek or creeks or for any damage or injury of private property or person that results from the flow of water along said creek, or for the control of erosion. No obstruction to the natural flow of water run-off shall be permitted by construction of any type building, fence or any other structure within the drainage and floodway easement. Provided however, it is understood that in the event it becomes necessary for the City to channelize or consider erecting any type of drainage structure in order to improve the storm drainage, then in such event, the City shall have the right, but not the obligation, to enter upon the drainage and floodway easement at any point, or points, with all rights of ingress and egress to investigate, survey, erect, construct or maintain any drainage facility deemed necessary by the City for drainage purposes. Each property owner shall keep the natural drainage channels and creeks traversing the drainage and floodway easement adjacent to his property clean and free of debris, silt, growth, vegetation, weeds, rubbish, refuse, matter and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision and maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage channels and creeks through the drainage and floodway easement, as in the case of all natural channels, are subject to storm water overflow and natural bank erosion to an extent that cannot be definitely defined. The City shall not be held liable for any damages or injuries of any nature resulting from the occurrence of these natural phenomena, nor resulting from the failure of any structure or structures, within the natural drainage channels, and the Owners hereby agree to indemnify and hold harmless the City from any such damages and injuries. Building areas outside the drainage and floodway easement line shall be filled to a minimum elevation as shown on the plat. The minimum floor of elevation of each lot shall be shown on the plat.

The maintenance or paving of the utility and fire lane easements is the responsibility of the property owner. All public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective system without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility. Buildings, fences, trees, shrubs or other improvements or growth may be constructed, reconstructed or placed upon, over or across the utility easements as shown: provided, however, that Owner shall at its sole cost and expense be responsible under any and all circumstances for the maintenance and repair of such improvements or growth, and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growth which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system or service.

Water main and sanitary sewer easements shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water service and sewer services from the main to curb or pavement line, and the descriptions of such additional easements herein granted shall be determined by their locations as installed.

This plat is approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Addison, Texas.

TOWN OF ADDISON

BY:_____

TITLE:_____

Witness my hand at _____, Texas this _____day of

_____, 2002.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

Block 1 use shall be limited to public green space. Such use shall be limited to public open space, public health and recreational facility, farmers market, public school, conference center, theater center, and special events facility.

STATE OF TEXAS
REGISTERED
RONALD V. CONWAY
2349
PROFESSIONAL
LAND SURVEYOR

KNOW ALL MEN BY THESE PRESENTS:

I, Ronald V. Conway, a registered Professional Land Surveyor, hereby certify that the foregoing plat was compiled from an accurate survey made on-the-ground, under my personal supervision.

For: Birkhoff, Hendricks & Conway, L.L.P.

Ronald V Conway 10/16/02

Ronald V. Conway
Registered Professional Land Surveyor
Registration No. 2349

CERTIFICATION OF APPROVAL

Approved this _____ day of_____,2002, by the Town Council of Addison, Texas.

_____
Mayor

_____
Secretary

This plat is approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Addison, Texas.

REPLAT

OF JULIAN ADDITION,
LOTS 13–26, BLOCK A, LOTS 1–10, BLOCK B,
LOTS 1–8, BLOCK C, LOTS 1–4, BLOCK D;
ADDISON CIRCLE PHASE I ADDITION,
LOT 1, BLOCK A; AND ADDISON CIRCLE PHASE II
ADDITION, LOT 1, BLOCK F
AS

ADDISON ARTS AND EVENTS DISTRICT

BLOCKS 1–4
IN
THE TOWN OF ADDISON, DALLAS CO., TEXAS
G.W. FISHER SURVEY
ABSTRACT NO. 482

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS
7502 GREENVILLE AVE., SUITE 220
DALLAS, TEXAS 75231
214–361–7900

10/16/02 EWH ADDISON\20011361\PLAT-ALL\20011361-DESC.DWG

Steve Chutchian

From: Jim Duffy [jfdgroup@flash.net]
Sent: Tuesday, February 05, 2002 4:26 PM
To: John Birkhoff
Cc: Steve Chutchian; Carmen Moran
Subject: FW: Addison Survey

John,

Here is the email from Dave Clough I read to you on the phone today.

Based on our conversation today, you feel you can respond to Sasaki's needs addressed in their January 15 memos as modified below and in our discussion. Perhaps except for review of the utility drawings they are sending to you, the completion work is covered by your current contract. You will contact me with any additional services prior to doing any new work.

Thanks for your help in getting this cleaned up and into the form needed.

Jim Duffy

3887 Ridgelake Ct.
Addison, TX 75001

972.241.2816
972.406.1146 fax
972.998.5078 mobile

From: dclough@sasaki.com
Date: Tue, 5 Feb 2002 10:04:39 -0500
To: jfdgroup@flash.net
Cc: alward@sasaki.com, sehamwey@sasaki.com, modawson@sasaki.com, cmoran@ci.addison.tx.us
Subject: Addison Survey

Jim,

I've taken another look at the CD we received with the "latest" information from John Birkhoff. There is no label on it or the case it came in, other than a notation on the disk that says "Addison Events District Topo". There are 17 files on it, most dated mid-November '01 - there are a few other files from earlier too. Two of the files are large (3.35 megs) - one is titled "Master_with_ text.dwg" and the other is "Master_Update.dwg". Both are the same size, same date, so its confusing to know what information is on what file, and it doesn't look like all the information from the other smaller files are included on the "Master" files either.

It looks like some of these files contain the same information, so combining them would duplicate it. We need the final

survey to be composited by the surveyor, with all the layers included and referenced so that its complete and correct. The final product should be one file, which could be sent on a CD. For electronic transmission purposes it could be broken into maybe 2 or 3 with linework in one, contours and spot grades in another, and trees and block elements on another, for example. We obviously can't, and shouldn't, do that. As I told you yesterday, at this point we don't have to have all the surrounding buildings and floor elevations since our work will be concentrated within the District boundaries, but we do need the other information described on our memos of January 15.

Please let me know if other questions come up in pulling this together.

Dave

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS
7502 Greenville Ave., #220 Dallas, Texas 75231 Fax (214) 361-0204 Phone (214) 361-7900

MEMORANDUM

To: Mr. Steve Chutchian, P.E.

From: John W. Birkhoff, P.E.

Date: January 28, 2002

Subject: Special Events District

DRAFT

GENERAL ITEM

1. Vertical datum, control points and benchmark will be added to sheet.
2. A legend can be generated to the survey.
3. North arrow will be added to the survey.
4. Scale will be added to the survey.
5. Property lines will be provided as part of plat.
6. Lot and parcel numbers will be provided as part of plat.
7. Additional surveys will be required to pick up each traffic button and roadway striping.
8. Offsite DART right-of-way width will be called out.
9. Adjacent offsite roadway right-of-way widths will be called out. It is our understanding a new roadway layout is being designed for onsite roadways. Existing onsite right-of-way widths can be called out.
10. Additional survey will be required to measure curb heights and widths. We propose to take shots every 50 feet around perimeter of site.
11. Additional surveys will be requested to identify landscape materials. Generally the site is grass. How far offsite is required to pick up different landscape materials?
12. How far beyond the site is required for building footprints, building heights and stair counts? Additional survey will be required.

GENERAL COMMENTS

1. We can place border, title block and seal drawing. Our standard sheet size is 22" x 34". Architectural sheets are generally larger. What size sheet is required?

2. The last file sent is the most current. It was revised to provide previously requested information.

3. The drawing can be modified for large text which would fill sheet or the drawing divided into four quadrants and scaled so text is larger. Which is preferred?

4. The foot print of buildings on the site are complete. The area abutting the site is not. How far out from the site is required to be surveyed?

GRADING

1. Additional surveys will be required to pick up spot elevations of sidewalks, roadways and landscape areas (not grass). We propose shots every 100 feet. How far beyond site is required?

2. Finished floor elevations will require additional surveys. Currently have elevation at corner shots of buildings. How far offsite is required?

3. The location of the wall in question is requested so elevation shots can be taken.

4. During the survey to pick up width and height of curb, the gutter elevations will be shot. How far offsite is required?

UTILITY ITEMS

1. Flow lines for sanitary sewers and storm sewer inlets are shown in survey.

2. The Town's record drawings can provide this information. It is our understanding those drawings were provided to Sasaki from Public Works. We do not have those records.

3. Record drawings contain this information. Sasaki definition of high and low pressure is required so we may request information from the gas company. To our knowledge all gas lines are distribution lines.

4. A contractor will need to be contracted to dig up underground utilities. How far beyond the limits of the site is required? Dig Tess to our knowledge does not locate service lines.

5. What type of identification is being requested for valves, utility vaults, hydrants and other structures.

We have not been provided record drawings to show known underground utilities. We have been told by Sasaki that they have these drawings. In previous meeting, we have discussed the drawings and agreed to show those utilities if the record drawings are provided to us. An alternate was for Sasaki to place the utility on the drawings. As we discussed with Sasaki and Steve Chutchian it id not make sense for staff to locate all of its drawings again and print copies for us when the work has already been completed.

It was our understanding that the electronic files provided of the topography would be utilized as the base drawings by Sasaki. This arrangement in our opinion, would allow Sasaki to break up scale and layer drawings as required for their project.

JAN 16 2002 10:40 FR SASAKI ASSOCIATES 16179237220 TO 919724507043—14 P.01/05

facsimile

date	January 16, 2002		
to	Ms. Carmen Moran		
company	Town of Addison		
facsimile no.	972/450-7043	phone no.	
from	David Clough	direct line	617 923 7331
project name	Addison Arts & Events Final Design	project no.	14516.00
# of pages	5		
transmitted by	Van Arend	direct line	617 923 7332

SASAKI

Sasaki Associates Inc.
64 Pleasant Street
Watertown Massachusetts
02472 USA

t 617 926 3300
f 617 924 2748

DCC/va/14516.96/g:a/fcarmen

TO: STEVE CHUTCHIAN

FROM: CARMEN MORAN

STEVE,

CAN YOU SUPPLY THIS TO JOHN BIRKHOFF AND SEE IF HE WILL CHARGE AN ADDITIONAL FEE FOR THIS INFORMATION. ?

interdisciplinary Design

January 15, 2002

SASAKI

Ms. Carmen Moran
Director of Development Services
Town of Addison
5300 Belt line Road
P. O. Box 9010
Addison, TX 75001-9010

Re: Addison Arts & Events District Final Design
SA #14516.00

Dear Carmen:

The purpose of this letter and the attached memos is to provide you with our review comments regarding the most recent existing conditions survey we've received for this project.

Since we are not Land Surveyors, our review should not be considered complete or final; it should serve as a basis for obtaining a survey that includes the information necessary for our office and others to complete the Final Design documents and issue the project for bid.

Per our scope of services, we provided the Town with a proposed Land Survey Services Agreement. Apparently the Town's Engineering Services Agreement, that was signed in May, 2001, reduced the scope of work - in particular not including existing utility information. This is what has led to the confusion.

We really do need the survey to be complete for this next phase of work, and hope that the enclosed memos help to identify the missing information. Also, everything should be composited in one drawing file instead of the three files we've received.

We do have sets of drawings we were given regarding utilities and would be happy to send copies to John Birkhoff if you would like. Please let me know if there are any questions, or if we can assist in any other way.

Sincerely,

David Clough, ASLA
Senior Associate

Enclosed: Survey Review Memos 1 & 2 (1/15/02)
Cc: Alan Ward, Steve Hamwey

doc\g\14516.96\projmgmt\ltr-au15jan02.doc

Sasaki Associates Inc.
64 Pleasant Street
Watertown Massachusetts
02472 USA

t 617 926 3300
f 617 924 2748
w www.sasaki.com

Grading Items missing from survey:

1. Spot grades along sidewalks, roadways and landscaped areas
2. Rim elevations for all surface utility structures
3. Finish floor elevations for buildings and structures
4. Top of wall, bottom of wall elevations
5. Top of curb, bottom of curb elevations

Utility Items missing from survey:

1. Invert elevations storm drainage and sanitary sewer systems
2. Pipe connections from inlets to storm drainage mains
3. Identification of piping for storm drainage and sanitary sewer systems (size, material and direction of flow) and gas mains (low/high pressure)
4. Utility service connections between buildings and utility mains
5. Identification for valves, utility vaults, hydrants and other structures

mjg\g:\14516.96\projmgmt\m-surveyrev1.doc

memorandum

date	January 15, 2002
to	Dave Clough
cc	Alan Ward, Steve Hamwey
from	Mauricio Gomez
project name	Addison Final Design
project no.	14516.00
subject	Memo 2 - Comparison of Utility Information (from Town) with BHC Survey

SASAKI

Sasaki Associates Inc.
64 Pleasant Street
Watertown Massachusetts
02472 USA

t 617 926 3300
f 617 924 2748

We have compared the BHC survey with the existing utility plans provided by the Town of Addison, and have identified items on the BHC survey that may be missing or are incorrect. Below is a list of our findings:

1. An 8" sanitary sewer force main located within Broadway Street is not shown on the BHC survey.
2. The pipe size for the sanitary sewer main in Julian Street is 12" (not 8" as shown on the BHC survey).
3. The pipe size for the sanitary sewer main flowing east beyond Broadway Street is 12" (not 8" as shown on the BHC survey).
4. The 42" storm drainage line within Addison Road should continue north beyond Addison Circle. The BHC survey does not clearly identify this line at points north of Clara Street.
5. A 24" (then upsized to 30") storm drainage line located within Addison Circle is not shown on the BHC survey.
6. A 30" storm drainage line located within Quorum Road is not shown on the BHC survey.
7. The BHC survey does not identify the location any abandoned utilities within the limit of work for the project.
8. The BHC survey does not identify utility easements or roadway easements located within the limit of work for this project.
9. A 24" water main located within Addison Circle is not shown on the BHC survey.
10. The pipe size for the sanitary sewer main in Addison Circle is 12" (not 8" as shown on the BHC survey).

It should be noted that the information provided by the Town of Addison included construction drawings and as-builts for sanitary sewer systems, storm drainage systems and water mains. It did not, however, include construction drawings or as-builts for gas mains, petrol mains, electrical lines or telephone lines. Therefore, we were not able to compare the BHC survey against information for these other utilities.

mjg\g:\14516.96\projmgmt\m-surveyrev2.doc

Rone Engineers
A LEIGH COMPANY

GEOTECHNICAL ENGINEERING
- GEOLOGICAL STUDIES
- DISTRESS INVESTIGATIONS
- PAVEMENT DESIGN
- ADVANCED GEOTECHNICAL TESTING
- FOUNDATION RECOMMENDATIONS
- CONSTRUCTION MONITORING

CONSTRUCTION MATERIALS TESTING
- CONSTRUCTION OBSERVATION
- CONCRETE TESTING
- ASPHALT TESTING
- SOILS TESTING
- PIER INSPECTION
- POST TENSION INSPECTION
- NON-DESTRUCTIVE TESTING
- STRUCTURAL STEEL INSPECTION
- SPECIAL TESTING

DRILLING SERVICES
- MONITOR WELL INSTALLATION
- ENVIRONMENTAL DRILLING
- GEOTECHNICAL DRILLING

DALLAS
8908 AMBASSADOR ROW
DALLAS, TEXAS 75247
TELEPHONE 214-630-9745
FACSIMILE 214-630-9819

FORT WORTH
121 NORTH RAYNER STREET
FORT WORTH, TEXAS 76111
TELEPHONE 817-831-6211
METRO 817-429-4328
FACSIMILE 817-834-4833

January 15, 2002

Mr. Steve Chutchain
Town of Addison
16801 West Grove Drive
Addison, Texas 75001

PROPOSAL No. 02-3323
GEOTECHNICAL INVESTIGATION
PROPOSED ARTS & EVENTS DISTRICT
ADDISON, TEXAS

Dear Mr. Chutchain:

Rone Engineers, Inc. (Rone) is pleased to offer this proposal for a geotechnical investigation for the referenced project. We prepared this proposal based on information you provided, and a site visit by Luke Jalbert from the Town of Addison and Brian Rohr and Mark Gray with Rone.

We understand the Town of Addison, has selected Rone Engineers to perform engineering services based solely on our professional qualifications. We also understand the Town of Addison is currently negotiating work scope and fee only with Rone.

The project is located east of Addison Road, south of Addison Circle drive and west of Quorum Drive in Addison, Texas. A railroad right-of-way defines the south property line; however, Clara Street is the southernmost point of the current phase of this investigation and currently planned development. We understand the project consists of constructing a new outdoor stage, multi-purpose arts and cultural center, a pavilion, public restrooms, garden courts, an outdoor stage and central lawn and garden areas with fountains and seating areas.

FIELD INVESTIGATION

Subsurface conditions will be evaluated with four borings drilled five feet into competent rock, or to a maximum depth of 25 feet below grade within the footprint area of the proposed restrooms, stage, multi-purpose center and pavilion. In addition, 10 borings will be drilled to a depth of 5 to 10 feet to determine depth to rock in the general use areas indicated on the site plan provided to Rone. Limestone in the area of the site is documented as shallow as 12 to 18 inches, to as much as 15 feet from existing grade.

Field personnel will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using three-inch diameter Shelby tube samplers (ASTM D-1587) and two-inch diameter standard split-spoon samplers (ASTM D-1586), respectively. In addition, rock encountered will be evaluated by use of the Texas Department of Transportation cone penetration tests. Rock coring is not included in this scope of work.

An engineering geologist or soils technician will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results. Rone will stake the boring locations using normal taping procedures. Locations will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. These services may be provided upon request, at additional cost. At the completion of drilling operations, bore holes will be backfilled and plugged with soil cuttings.

LABORATORY INVESTIGATION

Laboratory tests will be required for classification purposes, to determine strength characteristics, and to evaluate both the short- and long-term deformation/swell properties of the materials encountered. Testing will be in accordance with our standard procedures which includes moisture content and soil identification, liquid and plastic limit determinations, unconfined compression tests on soil, unit weight determinations, and absorption pressure and/or one-point pressure swell tests. The specific types and quantities of tests will be determined based on soil conditions encountered in the borings.

ENGINEERING SERVICES

The engineering report will be prepared by a registered engineer and will present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide two copies of the report. The report will address:

- soil and groundwater conditions encountered at the boring locations;
- foundation design recommendations including foundation type, identification of bearing strata, allowable bearing pressure, and estimated settlement;
- recommendations for floor slab support, including an evaluation of the swell characteristics of the subgrade soils;
- earthwork recommendations, including material and compaction requirements;
- pavement design recommendations, including subgrade preparation and pavement thickness;
- construction considerations related to soil and groundwater conditions at the borings.

COST OF SERVICES

Based on the scope of services described above, we propose a lump sum fee of **$2,900.00** for the geotechnical investigation phase of the project. This fee will not be exceeded without prior authorization. Items other than those specified above, or changes in drilling requirements which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services will be discussed and negotiated on an individual basis. The final invoice will be sent to you after completion of the project.

PROJECT SCHEDULE

We plan to initiate these studies within three days of receipt of notice-to-proceed and anticipate that one working day will be required to complete the field investigation (weather conditions permitting). You will receive the final report approximately 10 to 15 working days following the completion of the field operations. However, we will make preliminary design data available sooner if necessary.

Items to be provided by the client include the right-of-entry to conduct the exploration and information regarding the location of any utilities on the subject site. All locations are assumed to be accessible to normal truck mounted equipment. Any restrictions or special project requirements should be brought to our attention before we commence fieldwork. Should weather or other factors result in unforeseen changes in site accessibility, Rone will contact the client to discuss accessibility options and associated fees.

Thank you for the opportunity to present this proposal. Please sign and return one copy of the attached Terms for Geotechnical Engineering Services as your authorization to proceed. Please call if you have any questions or if you have suggestions regarding changes to the agreement or to the proposed work scope. We look forward to working with you on the project.

Respectfully submitted,

Mark D. Gray, P.E.
Vice President – Engineering Services

Copies submitted: (2)

AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES
AND/OR MATERIALS TESTING SERVICES

This AGREEMENT is made by and between RONE ENGINEERS, INC., hereinafter referred to as GEOTECHNICAL ENGINEER, and **TOWN OF ADDISON** hereinafter referred to as CLIENT.

The AGREEMENT between the parties consists of these TERMS, the attached proposal identified as Proposal No. **02-3323,** dated **January 15, 2002** and any exhibits or attachments noted in the PROPOSAL. Together, these documents will constitute the entire agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral and any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GEOTECHNICAL ENGINEER will be based solely on information available to GEOTECHNICAL ENGINEER. GEOTECHNICAL ENGINEER is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by GEOTECHNICAL ENGINEER under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for GEOTECHNICAL ENGINEER to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted GEOTECHNICAL ENGINEER free access to the site. GEOTECHNICAL ENGINEER will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this agreement unless so specified in the PROPOSAL..

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. GEOTECHNICAL ENGINEER shall be entitled to rely upon the accuracy and completeness of the information provided by CLIENT and shall take reasonable precautions to avoid known subterranean structures and utilities."

In addition to the above, GEOTECHNICAL ENGINEER will conduct such additional research as in its professional opinion is necessary to attempt to locate subterranean structures and utilities; however, CLIENT acknowledges that GEOTECHNICAL ENGINEER shall be relying upon information contained within the records of governmental entities, utilities, and third parties which may be incomplete and/or inaccurate. ACCORDINGLY, CLIENT AGREES TO WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION AGAINST GEOTECHNICAL ENGINEER EXCEPT WITH REGARD TO SUCH CLAIMS AND CAUSES OF ACTION ARISING OUT OF THE SOLE NEGLIGENCE OF GEOTECHNICAL ENGINEER.

SAMPLE DISPOSAL

GEOTECHNICAL ENGINEER will retain samples transported to the geotechnical laboratory for testing for a period of thirty (30) days following submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

MONITORING

If GEOTECHNICAL ENGINEER is retained by CLIENT to provide a site representative for the purpose of observing and/or monitoring specific portions of construction work or other field activities as set forth in the PROPOSAL, GEOTECHNICAL ENGINEER will report observations as made and render opinions with regard to compliance with plans and specifications provided by CLIENT. GEOTECHNICAL ENGINEER'S scope of work in this regard shall be strictly limited to reporting and GEOTECHNICAL ENGINEER shall have no right to reject or stop work. GEOTECHNICAL ENGINEER'S presence on site does not in any way guarantee the quality of performance of the work of any party retained by CLIENT and GEOTECHNICAL ENGINEER shall not be responsible for and shall not have control of means, methods, techniques, sequences and procedures of construction or for safety precautions in connection with the work and GEOTECHNICAL ENGINEER shall not be responsible for the failure of any party to carry out the work in accordance with the plans and specifications provided by CLIENT.

BILLING AND PAYMENT

CLIENT shall pay GEOTECHNICAL ENGINEER, in accordance with the procedures indicated in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by GEOTECHNICAL ENGINEER, and shall be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify GEOTECHNICAL ENGINEER in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. In the absence of written notification described above, the amount as stated on the invoices shall be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. At the option of the GEOTECHNICAL ENGINEER, CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, except for any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Disputed amounts withheld by the client which are subsequently resolved in favor of the GEOTECHNICAL ENGINEER will carry the additional charge, as described above, effective thirty (30) days from the date of the original invoice. In the event CLIENT fails to pay GEOTECHNICAL ENGINEER within sixty (60) days after invoices are rendered, CLIENT agrees that GEOTECHNICAL ENGINEER will have the right to consider the failure to pay the GEOTECHNICAL ENGINEER's invoice as a breach of this AGREEMENT.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, GEOTECHNICAL ENGINEER will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

LIMITATION OF LIABILITY

IN RECOGNITION OF THE RELATIVE RISK AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND GEOTECHNICAL ENGINEER, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE GEOTECHNICAL ENGINEER TO THE CLIENT FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES FROM ANY CAUSE OR CAUSES, INCLUDING ATTORNEY'S FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE GEOTECHNICAL ENGINEER TO THE CLIENT SHALL NOT EXCEED $50,000.00 OR THE GEOTECHNICAL ENGINEER'S TOTAL FEE FOR THE SERVICES RENDERED ON THIS PROJECT, WHICHEVER IS GREATER. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSES OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW. FOR THE PURPOSE OF THIS PROVISION, GEOTECHNICAL ENGINEER SHALL INCLUDE THE OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AGENTS, SERVANTS AND EMPLOYEES OF GEOTECHNICAL ENGINEER. THIS LIMITATION IS APPLICABLE TO GEOTECHNICAL ENGINEER'S NEGLIGENCE OR OTHER FAULT IN WHOLE OR IN PART.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed GEOTECHNICAL ENGINEER of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GEOTECHNICAL ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GEOTECHNICAL ENGINEER and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for GEOTECHNICAL ENGINEER to take immediate measures to protect health and safety. CLIENT agrees to compensate GEOTECHNICAL ENGINEER for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

GEOTECHNICAL ENGINEER agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold GEOTECHNICAL ENGINEER harmless for any and all consequences of disclosure made by GEOTECHNICAL ENGINEER which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected

hazardous materials.

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, CLIENT WAIVES ANY CLAIM AGAINST GEOTECHNICAL ENGINEER ARISING FROM GEOTECHNICAL ENGINEER'S DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS OR SUSPECTED HAZARDOUS MATERIALS, INCLUDING BUT NOT LIMITED TO, ANY COSTS CREATED BY DELAY OF THE PROJECT AND ANY COST ASSOCIATED WITH POSSIBLE REDUCTION OF THE PROPERTY'S VALUE, WITHOUT REGARD TO GEOTECHNICAL ENGINEER'S NEGLIGENCE OR OTHER FAULT, IN WHOLE OR IN PART. CLIENT WILL BE RESPONSIBLE FOR ULTIMATE DISPOSAL OF ANY SAMPLES SECURED BY GEOTECHNICAL ENGINEER WHICH ARE FOUND TO BE CONTAMINATED. THIS INCLUDES ANY SOIL OR ROCK CUTTINGS, AND CONTAMINATED DRILLING OR WASH WATER WHICH IS GENERATED AS A CONSEQUENCE OF DRILLING ACTIVITIES.

DISPUTES RESOLUTION

All claims, disputes, and other matters in controversy between GEOTECHNICAL ENGINEER and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent CLIENT and GEOTECHNICAL ENGINEER have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this AGREEMENT. If no specific ADR procedures are set forth in this AGREEMENT, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If a dispute by and between the parties is not resolved by ADR as provided above, then the prevailing party in any litigation shall be entitled to the recovery of all reasonable costs incurred, including but not limited to court costs and attorney's fees.

GOVERNING LAW AND SURVIVAL

The law of the State of Texas will govern the validity of this AGREEMENT, its interpretation and performance. If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. LIMITATIONS OF LIABILITY AND INDEMNITIES WILL SURVIVE TERMINATION OF THIS AGREEMENT FOR ANY CAUSE.

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

CLIENT	RONE ENGINEERS, INC.
By:	By: Mark D. Gray, P.E.
Position	Vice President – Engineering Svcs. Position
Date	1/15/2002 Date

December 21, 2001

Town of Addison

TXU Estimated Costs for Relocation of facilities on Addison Road (Revised to include Cost #3)

Cost #1: Site – Addison Road from Belt Line Rd on the south to Broadway

- The Town of Addison to provide the utility easements for TXU facilities.
- Upon relocation of TXU facilities, use 24-65ft. concrete poles in lieu of wood poles for esthetics.
- All poles adjacent to Addison Rd are to be replaced on both sides of the street.
- The taller concrete poles are used to clear tree plantings of Texas red oaks which will be approximately 30 feet high.
- The concrete poles will be set in the same vicinity as the existing pole locations.

Estimated Cost: $118,200.00

Cost #2: Site – Addison Road from Broadway on the south to Morris on the north.

- Convert the existing overhead facilities to underground facilities with TXU performing the civil and electrical work.
- This cost includes feeder and switching work only; not transformers or services.
- The Town of Addison is responsible for obtaining easements for the padmount switches and transformers.
- The Town of Addison will be responsible for the rewire and if necessary, the bringing up to code, of customer's electrical services.

Estimated Cost: $786,500.00

Cost #3: Site – Addison Road from Broadway on the south to Morris on the north.

- Convert the existing overhead facilities to underground facilities with the Town of Addison performing the civil work and TXU performing the electrical work.
- This cost includes feeder and switching work only; not transformers or services.
- The Town of Addison is responsible for obtaining easements for the padmount switches and transformers.
- The Town of Addison will be responsible for the rewire and if necessary, the bringing up to code, of customer's electrical services.

Estimated Cost: $318,000.00

Cost #4: Site - Addison Road from Broadway on the south to Morris on the north

- Upon relocation, move the overhead line to the west side of Addison, using wood poles.
- The Town of Addison to provide easements for the overhead line.
- Place any crossings of Addison Road underground, which involves four-3 phase and one single phase crossing.
- This design will require the installation of two padmount transformers. The Town of Addison will be responsible for obtaining easements for the transformers.

Estimated Cost: $98,700.00

Cost #5: Site – Arts District Area

- Remove existing overhead facilities in the area bounded by Addison Road, Addison Circle and the railroad tracks, leaving the service to farmhouse and barn and the service to the building on the southwest corner of the bounded area.
- Provide overhead service for the special events booths along Julian Street.

Estimated Cost: No cost for removal of facilities.
Consult Mr. Richard Hildebrand 972-888-1329 for new service

Cost #6 Site – Arts District Area

- Provide new underground service for north side.

Estimated Costs – need load information. Please contact Richard Hildebrand 972-888-1329 for new service

Reeves Partain
TXU Electric and Gas
Office 214-875-2256

This

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

7502 Greenville Ave., #220 Dallas, Texas 75231 Fax (214) 361-0204 Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
RONALD V. CONWAY, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

November 16, 2001

Mr. Bob Poulos
Sasaki Associates
64 Pleasant St.
Watertown, Massachusetts 02472

Re: Town of Addison Events Area
CD of Existing Conditions

Dear Mr. Poulos:

We are enclosing a revised electronic copy of the City of Addison 's Special Events Survey, which includes the underground utilities located by TXU Electric, TXU Gas and SWBT. It also includes topo that was questioned by your staff. From our review of the project, it was determined that a portion of the topo was left off the original submittal due to the technician going to National Guard duty. We were unable to show utilities since you have the record drawings from the City. We assume that your technicians will add that to your final drawings.

Sincerely,

John W. Birkhoff, P.E.

Enclosures
cc: Mr. Steven Z. Chutchian, P.E.
Ms. Carmen Moran

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

7502 Greenville Ave., #220 Dallas, Texas 75231 Fax (214) 361-0204 Phone (214) 361-7900

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MATT HICKEY, P.E.

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

October 29, 2001

Mr. Bob Poulos
Sasaki Associates
64 Pleasant St.
Watertown, Massachusetts 02472

Re: Town of Addison Events Area
CD of Existing Conditions

Dear Mr. Poulos:

We are enclosing the electronic copy of the City of Addison 's Special Events Survey, which includes the underground utilities located by TXU Electric, TXU Gas and SWBT. A hardcopy of the identified underground utility locations is also enclosed.

Sincerely,

JWB

John W. Birkhoff, P.E.

Enclosures
cc: Mr. Steven Z. Chutchian, P.E.
Ms. Carmen Moran

transmittal

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

attn Steven Z. Chutchian, P.E.

date October 25, 2001

project name Addison Road Streetscape

project no. 14268.00

from Robert Poulos

we are sending you via ☒ overnight courier ☐ courier ☐ us mail ☐ other

SASAKI

Sasaki Associates Inc.
64 Pleasant Street
Watertown Massachusetts
02472 USA

t 617 926 3300
f 617 924 2748

description	quantity	dated
Print of Base Survey with comments	1	10/25/01

these are transmitted

☒ for your information ☐ please return materials ☐ for review and comment

☐ borrowed materials returned ☐ as requested ☐ for approval ☐ other

Steve here is a mark up survey with some observations we made, we were not able to walk the entire site, but I think you will get the idea that the surveyor missed a lot of surface features.

Call if you have any questions

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signed _____

copy to Ward, Poulos, Clough, Baker, File

Interdisciplinary Design

SASAKI

October 22, 2001

Ms. Carmen Moran
Town of Addison
16801 Westgrove Drive
P. O. Box 9010
Addison, TX 75001-9010

Re: Addison Circle
Arts & Events District
Survey Contracts Review
SA # 14268.00

Dear Carmen:

We have completed our review of the survey contract that was used for the Arts & Events area. We have noted that the section (Article 4) for utilities was left out of the scope of work with Shimek, Jacobs & Finklea, L.L.P. (SJF). The document that was sent to Steve included this work that needed to be done for the project. Therefore, we are requesting that the Town provide the missing information in an updated survey to be used in the next phase of work. The final survey should be provided in the following forms:

- Stamped Hard Copy
- AutoCAD 2000 Drawing File

Please call if you have questions or comments. We will be forwarding a hard copy of the As Builts to Steve to distribute to SIF.

Sincerely,

Robert E. Poulos
Senior Associate

REP/sho

Enclosed: Land Survey Service Agreement, Contract dated May 10, 2001
CC: Alan Ward, Steve Hamwey, Steven Chutchian, David Clough

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Sasaki Associates Inc.
64 Pleasant Street
Watertown Massachusetts
02472 USA

t 617 926 3300
f 617 924 2748
w www.sasaki.com

LAND SURVEY SERVICES AGREEMENT

DATE: **April 23, 2001**

PROJECT: **Addison Circle Arts & Events District**
Addison, Texas

OWNER: **Town Of Addison**

ENGINEER: **Sasaki Associates, Inc.**

SURVEYOR: **Shimek, Jacobs & Finklea, L.L.P.**
Consulting Engineers

REQUEST FOR PROPOSAL

The Owner requests the Surveyor to submit to the Owner a proposal for Land Survey Services for the property described below.

The Surveyor shall submit the proposal by attaching hereto (and referencing Article 7) the material required and returning three signed copies of this document to the Owner. The Surveyor shall include, with the proposal, a statement defining any proposed deviations from the requirements of this document including additions, deletions, exceptions and revisions.

The Surveyor, when submitting the signed Agreement, understands that all the Terms and Conditions hereof will become effective and binding when it is signed by the Owner and a copy is returned to the Surveyor.

If the Owner accepts the proposal, the Owner will sign all three copies of this document. One will be returned to the Surveyor and one to the Engineer. Upon execution and receipt by both parties, this document and all attachments listed in Articles 6 and 7 shall form the Agreement between the Owner and Surveyor.

The Surveyor shall hold the proposal open for acceptance by the Owner for a period of fourteen (14) calendar days after the date of submittal to the Owner.

LAND SURVEY AGREEMENT

ARTICLE 1 - TERMS AND CONDITIONS (See the attached Terms and Conditions provided by the Owner – Exhibit A) and the following:

1.1. Time: Subject to any limitations stated in the proposal, the specified Land Survey Services shall be completed and the drawing(s) and report(s) delivered to the Owner and the Engineer within thirty (30) calendar days after receipt of the signed agreement.

1.2. Qualifications: All work shall be performed by qualified personnel under the supervision of a Licensed or Registered Land Surveyor, and the document(s) submitted shall bear the Surveyor's seal and certification to that effect.

1.3. Use of Drawings: It is understood that the Owner, or the Engineer, on the Owner's behalf, may reproduce the drawing(s) without modifications and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Surveyor. The original drawing(s) shall remain the property of the Surveyor.

ARTICLE 2 - GENERAL INSTRUCTIONS:

2.1. Accuracy Standards:

2.1.1. Precision of the survey work shall be based upon the Positional Accuracy Concept. The Surveyor shall recommend, in the proposal, positional accuracy limits and error of closure limits for the property being surveyed.

2.2. Description of Property to be Surveyed:

Legal: **(Steve please fill this in)**

Property Addresses: The property consists of 16 Acres in the Special Event District within the Addison Circle area. The area is bounded by Addison Circle, Quorum Drive, DART Right of Way, Addison Road, and Addison Circle Drive.

See attached plans and sketches identified in Article 6. **(Steve let me know if you need this)**

2.3. Means of Access:

2.3.1. Property lines and means of access are shown on attached drawings and identified in Article 6. Site access is provided as indicated below. checked below.

The Owner has secured permission for entry to the property to conduct this survey. The surveyor shall notify the Owner 7 days prior to entering the property so that the Owner may notify the tenant 48 hours prior to the surveyors entry onto the property.

2.4. Drawing Requirements:

2.4.2. Drawing sheets shall be trim size 30" X 42" with 1¼" left binding edge, and ½" borders.

2.4.3. Use scale 1" = 20' unless otherwise authorized by the Engineer. Include graphic scale.

2.4.4. Show North arrow and locate North at the top of the sheet.

2.4.5. Include legend of symbols and abbreviations used on the drawing(s).

2.4.6. Spot elevations on pavements or other hard surfaces shall be to the nearest 0.01', on other surfaces to the nearest 0.10'.

2.4.7. Boundary and topographic information, where both are required, shall be on the same drawing unless otherwise requested by the Engineer.

2.4.8. State elevation datum on each drawing.

Use official municipal datum of the Town of Addison (Steve Confirm that this is the Datum you want to use)

2.4.9. Furnish to the Engineer, one reproducible transparency and three prints of each drawing. The Licensed Land Surveyor shall sign and seal each drawing and shall certify that, to the best of the Surveyor's knowledge, information, and belief, all information thereon is true and accurately shown. In addition, the Surveyor shall provide to the Engineer, the survey information in Autocad Release 2000 or DXF file format for the Engineer's use.

ARTICLE 3 - LAND (BOUNDARY) SURVEY

Work scope includes those items checked below.

3.1. Show boundary lines, giving length and bearing (including reference or basis) on each straight line; interior angles; radius, point of tangency and length of curved lines. State on the drawing(s) whether corners were found or set and describe each.

3.2. Confirm or furnish a legal description conforming to the Record Title Boundaries. Prior to making this survey, the Surveyor shall, insofar as possible, acquire data including, but not limited to, deeds, maps, certificates or abstracts of title, section line and other boundary line locations in the vicinity.

3.3. Give area in square feet if less than one acre, and in acres to 0.01-acre if over one acre.

3.4. Note identity, jurisdiction and width of adjoining streets and highways, width and type of pavement. Identify landmarks.

3.5. Plot location of structures on the property and on adjacent property within 50 feet. Dimension perimeters in feet and decimals to 0.05'. State the character and number of stories. Dimension to the property lines and other buildings. Vacant parcels shall be noted VACANT.

3.6. Show encroachments, including cornices, belt courses, overhangs, etc., either way across the property lines.

3.7. Describe fences and walls. Identify party walls and locate them with respect to property lines.

3.8. Show recorded, or otherwise, known easements and rights-af-way; state the owner and the right of each.

3.9. Note possibilities of prescriptive rights-of-way and the nature of each.

3.10. Note anticipated street widening (s).

3.11. Show individual lot lines and block numbers; show building street numbers if available.

3.12. Give names of owners of adjacent property.

3.13. Reconcile, or explain, any discrepancies between the survey and the

record legal description.

3.14. Provide the locations of all traffic control devices, signal support systems, traffic control boxes, detector loops, pull boxes and regulatory signs with descriptions to the limits shown on the attached sketch.

ARTICLE 4 - TOPOGRAPHICAL SURVEY REQUIREMENTS

All lines of levels shall be checked by separate check level lines or on previous turning points.

4.1. Minimum of one benchmark on site for each four acres; description and elevation to nearest 0.01'.

4.2. Contours at 1 foot intervals; error shall not exceed one half contour interval.

4.3. Spot elevations at each intersection of a 25 foot grid covering the property where existing conditions warrant.

4.4. Spot elevations at street intersections and at 25 foot intervals on curb, gutter, back-of-walk, sidewalk, edge of pavement and crown line.

4.5. Plotted location of structures, above and below the ground, man-made (e.g., paved areas) and natural features; all floor elevations and elevations of each entrance of buildings on the property.

4.6. Location, size of water and gas mains, central steam and other utilities including but not limited to, buried tanks and septic fields serving, or on, the property.

4.7. Location of fire hydrants available to the property and the size of the main serving each.

4.8. Location and characteristics of power and communications systems above and below ground.

4.9. Location, size, depth, material, and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; locations of catch basins and manholes, inverts of pipes, and other pertinent structures (e.g., control structures). Town will provide available utility documents previously researched.

4.10. Mean elevation of water in any excavation, well or nearby body of water.

4.11. Flood plain, flood level of streams or adjacent bodies of water and analysis of site for potential flooding.

4.12. Locations of any soil borings, test borings, monitor wells, and the elevation of the top of boring caps or monitor well covers to the nearest 0.01'.

4.13. Trees of 4" and over (caliper 3' above ground); locate within 1' tolerance and give species in English and botanical terms.

ARTICLE 5 - ADDITIONAL REQUIREMENTS

5.1. The Surveyor shall coordinate as to the set-up of the electronic format, files, and layering with the Engineer. Standard text height shall be 0.1"; spot grade text height shall be 0.08"

ARTICLE 6 - ATTACHMENTS BY THE OWNER

6.1 The approximate limits of the survey area are shown on the following attachments:

1. Composite plan of existing street utilities obtained from the Town of Addison Department of Public Works.
2. Assessors Tax Map showing property and limits of proposed survey work.

6.2 The approximate limits of the survey area are shown on the attached survey and sketch.

ARTICLE 7 - ATTACHMENTS BY THE SURVEYOR

7.1 Proposal dated:

7.2 Other (specify):

ARTICLE 8 - DELIVERY OF AGREEMENT

Upon execution and receipt by both parties, this document and all attachments listed in Articles 6 and 7 shall form the Agreement between the Owner and the Surveyor.

Agreed and Accepted

Signature for: **Shimek, Jacobs & Finklea, LLP**	Date
Signature for: **Town of Addison**	Date

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **Town of Addison, Texas**, hereinafter referred to as "Town", and **Shimek, Jacobs & Finklea, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

W I T N E S S E T H:

WHEREAS, the Town desires to engage the services of the Engineer to complete field surveys and plot topographic maps for design to be completed by Sasaki Associates, Inc., on the Addison Circle Arts and Events District, located in the Town of Addison, Dallas County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the Town under the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The Town hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the Town.

III. Schedule of Work

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service to completion as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "C". Town agrees to pay invoices within 30 days of receipt.

V. Information to be Provided by the Town

The Town agrees to furnish, if available, prior to commencement of services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

VI. Insurance

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance ($1,000,000.00), Worker's Compensation (statutory limit), General Liability ($500,000 per occurrence, $1,000,000 aggregate) and Automobile Insurance ($500,000 combined single limit per accident).

VII. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the Town as provided by this Agreement.

VIII. Audits and Records

The Engineer agrees that at any time during normal business hours and as often as Town may deem necessary, Engineer shall make available to representatives of the Town for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the Town to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

IX. Contract Termination

The parties agree that Town or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all services completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to termination.

X. Engineer's Opinion of Cost

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

XI. Ownership of Documents

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the Town. Town shall be furnished with such reproductions of drawings, specifications and reports. Upon completion of the services or any earlier termination of this Agreement under Article IX, Engineer will revise drawings to reflect changes made during construction as reported by the Town and contractor, and he will furnish the Town with one (1) complete set of reproducible and one black-line set of record prints. Additional prints shall be furnished at cost, as an additional service, at any other time requested by Town.

XII. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "D" constitutes the entire agreement by and between the parties regarding the subject matter hereof.

XIII. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to Town permitted or required under this Agreement shall be addressed to Town at the following address:

Mr. Steven Z. Chutchian, P.E.
Assistant City Engineer
Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010

Town agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

John W. Birkhoff, P.E.
Shimek, Jacobs & Finklea, L.L.P.
8333 Douglas Avenue, #820
Dallas, Texas 75225-5816
Phone: (214) 361-7900

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XIV. Contract Amendments

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

XV. Effective Date

This Agreement shall be effective from and after execution by both parties hereto.

WITNESS OUR HANDS AND SEALS on the date indicated below.

TOWN OF ADDISON, TEXAS

By: _____

ATTEST:

By: _____ Date: 5/14/01

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS:

By: _____
John W. Birkhoff, P.E., Partner

Date: 5/10/01

EXHIBIT "A"

ENGINEERING SERVICES

The Engineering Services to be provided under this Agreement shall include the following:

PART I: FIELD SURVEYS:

A. Recapture past topographic surveys in the Addison Circle Arts & Events District Area if they are present in electronic form and prepare a composite drawing of those surveys..

B. Extend existing topographic surveys to include an area bordered on the west by Addison Road, on the north by Addison Circle Drive, on the east by Quorum Drive and on the south by DART Rail Tracks.

C. Surveys shall be tied to the Town of Addison Benchmark system. The surveys will include its own project coordinate system. Ground shots will be to the nearest 0.1-foot with pavement shots to the nearest 0.01-foot.

D. Elevation shots will be taken generally on a 25 to 50-foot grid to establish contour map having a contour interval of one foot.

E. The topographic surveys will extend beyond Addison Circle Drive and Quorum Drive to include the face of existing buildings.

PART II: DRAWING

A. The electronic field notes will be reduced and plotted. No CADD standards will be utilized. Text height shall be 0.1-inch.

B. Sheet size shall be 30" x 42" with ½-inch borders and 1¼-inch binding edge.

C. Scale of drawing shall be 1-inch = 20-feet.

D. North arrow shall be to the top of page.

E. Sheet shall include bar scale, benchmark and legend.

F. Prepare contour map of area with a contour internal of 1.0-foot.

G. Prepare Tree Survey of site, minimum tree caliber 4-inches called out in English terms.

PART III: PLATS

A. Complete deed research at Dallas County Records Building.

B. Complete composite property map, including found easement lines as called for in deeds..

C. Prepare plat of area for Town of Addison's consideration.

D. Plat shall include iron pins found and set, metes and bounds description, abstract number, deed information, area calculation along with all adjoining streets and rights-of-way being called out.

PART IV: DELIVERABLES

Furnish the Town with hard copy mylar and three black-line prints of topography survey, contour map and plat.

A. Furnish the Town with electronic copy of drawings under the following conditions:

1) The electronic files are compatible with AutoCAD Release 14, operating on an IBM compatible PC using Windows NT.

2) Engineer does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.

3) Because data stored on electronic media can deteriorate undetected or be modified, the Owner agrees that the Engineer will not be held liable for

completeness or correctness of electronic media after an acceptance period of thirty days after delivery of these files.

4) The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, the hard copy files will govern in all cases.

5) Both parties acknowledge mutual non-exclusive ownership of the electronic files and each party may use, alter, modify or delete the files without consequence to the other party.

6) All electronic files provided to the Owner will not contain engineers seal, surveyor's seal, handwritten dates, or signatures.

PART V: EXCLUSIONS

A. Environmental impact statements and assessments.

B. Fees for permits or advertising.

C. Certification that work is in accordance with plans and specifications.

D. Environmental cleanup.

E. Landscape architecture.

F. Flood plain reclamation plans.

G. Title searches.

H. Trench safety designs.

I. Services in connection with condemnation hearings.

J. Preliminary engineering report.

EXHIBIT "B"

COMPLETION SCHEDULE

Task	Weeks To Complete
Field Surveys	2
Tree Survey	1
Deed Research	1
Topographic Maps	1.5
Contour Map	1
Final Plat	2

EXHIBIT "C"

COMPENSATION

Undersigned will accomplish the work outlined in the tasks presented in Exhibit "A" of this Agreement.

Payment for engineering services described in Exhibit "A" shall be on a salary cost times a multiplier of 2.4, survey crew at $120.00/hour, and expense at invoice cost times a multiplier of 1.10. Actual time expended will be billed.

The following is a summary of the estimated charges:

Field Surveys (Topographic & Contour, 30-hrs.)	4,560.00
Tree Survey (16-hrs.)	1,920.00
Topographic and Contour Maps (35-hrs.)	3,300.00
Tree Survey Map (12-hrs.)	1,080.00
Deed Research (12-hrs.)	1,000.00
Final Plat (24-hrs.)	2,280.00
CADD and Utility Research (8-hrs.)	700.00
Reproduction of Maps & Delivery (4-hrs.)	100.00
Electronic File Transfer on Compact Disc	50.00
	$14,990.00

The maximum overall fee established herein shall not be exceeded without written authorization from the Town of Addison, based on increased scope of services.

EXHIBIT "D"

INFORMATION TO BE PROVIDED BY TOWN

1) All of the Town's plat, easement and construction plan files will be made available for use. Town will provide copies as necessary at no cost.

2) Access to all Town manholes and clean-outs, access to all Town right-of-way and easements. If manhole lids are bolted down the Engineer will contact the Town's Utility Operation Department and schedule a time when they can meet with the Engineer and remove the manhole lid.

3) The Town's Utility Operations Department will do the excavation for locating existing water and sewer for horizontal and vertical ties to existing water and sewer. The Town's Street and Drainage Department will do the excavation for the existing storm drain lines. The engineer will provide a preliminary plan sheet showing the locations where excavation is required and contact the Town to schedule a time when the work can be done.

Arts and Events District Costs by Element

	Activity		
Events Park Area			
	Estimated Construction Cost	$	6,868,352.00
	Design and Construction Fees	$	690,000.00
	Total for Park	**$**	**7,558,352.00**
Cultural Cntr., Pavilion, Restrooms			
	Estimated Project Cost	$	1,500,000.00
	Design and Construction Fees	$	172,500.00
	Total for Buildings	**$**	**1,672,500.00**
Stage			
	Estimated Construction Cost	$	1,000,000.00
	Design and Construction Fees	$	172,500.00
	Total for Stage	**$**	**1,172,500.00**
Undergrounding of Utilities			
	Estimated Construction Cost	**$**	**3,000,000.00**
	Fees		included in 3 mil.
Total for all Arts & Events elements		**$**	**13,403,352.00**

Fees are assumed at 10% for the Events Park Area and the Cultural Centre, Pavilion, and Restrooms. Expenses are assumed at 15% of fees.

Fees are assumed at 15% for the Stage. Expenses are assumed at 15% of fees.

Sasaki Associates, Inc.
64 Pleasant Street
Watertown, MA 02472

CONSTRUCTION BUDGET ESTIMATE / Preliminary Design 9/01

Addison Arts & Events District

Town of Addison, Texas

September 25, 2001/ SA# 14268.00

Prepared By: JAR / DC
Checked By: REP / AW

Description	Quantity	Unit	Unit Price	Cost	Comments
Site Preparation					
Field Office with Furnishings	1	EA	$ 20,000.00	$ ~~20,000~~	~~0,000~~ 5,000
Site Mobilization	1	LS	$ 20,000.00	$ 20,000	
Traffic Regulation Services	1	LS	$ 5,000.00	$ 5,000	
Clear & Grub	12	AC	$ 4,800.00	$ ~~56,580~~	Including stumps 40,000
Erosion & Sediment Control Systems	1	LS	$ 10,000.00	$ 10,000	
Strip and Stockpile Topsoil	9,680	CY	$ 1.50	$ 14,520 ✓	Assume 6" Depth, medium hard , 300hp dozer, adverse condition
Tree Protection	55	EA	$ ~~200~~ 300.00	$ ~~16,500~~	preformed plastic, 36" high 11,000
			Subtotal:	$ ~~142,600~~	105,520
Site Demolition					
R&D Building 40,000	80,640	CF	$ 2.00	$ ~~161,280~~	Includes Foundation - 1 Story tall and other 2 story tall 8,000 (AS PER OUR CONVERSATION)
R&D Asphalt Pavement	2,450	SY	$ 7.00	$ 17,150 ✓	Full Depth Removal
R&D Gravel Pavement	933	SY	$ 1.00	$ 933 ✓	
Sawcut Pavement	900	LF	$ 4.47	$ 4,023	8-1/2" total, wearing to base course
R&D Water Valve, Lines and Hydrants	1	LS	$ 1,000.00	$ 1,000 ✓	
R&D Drain/Sewer Line ?	1	LS	$ 5,000.00	$ ~~5,000~~	2,500
R&D Drain/Sanitary Manhole	1	LS	$ 5,000.00	$ ~~5,000~~	2,500
R&R Fencing	1	LS	$ 2,000.00	$ 2,000	✓
			Subtotal:	$ ~~196,386~~	38,106
Earthwork			11.00		
Excavation	12,500	CY	$ ~~9.50~~	$ ~~118,750~~	137,500
Fine Grading	58,000	SY	$ 0.55	$ 31,900	Includes material, hauling, and compaction ✓
			Subtotal:	$ ~~150,650~~	169,40

Description	Quantity	Unit	Unit Price	Cost	Comments
Drainage System			2300.00		
Drain Manhole	13	EA	$ ~~2,500.00~~	$ ~~32,500~~	Installed in Place(Includes Excav. & Backfill) 29,900
Catch Basins	12	EA	$ ~~2,000.00~~ $800	24,000	Installed in Place(Includes Excav. & Backfill) 21,600
12" Dia. RCP	770	LF	$ 33 ~~40.00~~	$ ~~30,800~~	25,410
15" Dia. RCP	1,000	LF	$ 45 ~~50.00~~	$ ~~50,000~~	45,000
			Subtotal:	$ ~~137,300~~	121,910

UTILITY LOAD - UF

	Utility Systems					
UF	12" DICL Water Line	1,500	LF	$ 50 ~~75.00~~	$ ~~112,500~~	Installed in Place(Includes Excav., Backfill & Bedding) 75,000
UF	Gas Lines/Valves	1,400	LF	$ 30.00	$ 42,000	Installed in Place(Includes Excav., Backfill & Bedding)
UF	Sanitary Sewer Line	1,000	LF	$ 30 ~~35.00~~	$ ~~35,000~~	Installed in Place(Includes Excav., Backfill & Bedding) 30,000
UF	Sanitary Sewer Manhole	5	EA	$ 2,000.00 ✓	$ 10,000	Installed in Place(Includes Excav. & Backfill)
	Electrical Duct Bank	1,700	LF	$ 100.00	$ 170,000	
	Custom Pedestrian Lighting	15	EA	$ 4,000.00	$ 60,000	Installed in Place (Includes Excav. & Foundation)
	Street Lighting	15	EA	$ 3,500.00	$ 52,500	Installed in Place (Includes Excav. & Foundation)
	Pedestrian Lighting	45	EA	$ 3,000.00	$ 135,000	
	Decorative Lighting	1	LS	$100,000.00	$ 100,000	Allowance for additional path/garden lighting
	Telecommunications	1,400	LF	$ 100.00	$ 140,000	
UF	Disinfections	1	LS	$ 1,000.00 ✓	$ 1,000	
UF	Hydrant	8	EA	$ 1,500.00 ✓	$ 12,000	4-1/2" valve, 5' deep, place at every 300 ft max. apart along roadway
				Subtotal:	$ ~~870,000~~	827,500

Pavement Markings					
4" Solid Lane Line	2,000	LF	$ 0.30	$ 600	4" Paint Line
Stop Bars	60	SF	$ 1.00	$ 60	12" Width
Handicap Symbol	20	EA	$ 51.00	$ 1,020	
Parking Stalls	200	EA	$ 8.00	$ 1,600	
Cross Walks	1,350	SF	$ 1.00	$ 1,350	12" Width
			Subtotal:	$ 4,630 ✓	

TO THIS POINT: ORIGINAL ESTIMATE: #1,501,566

REVISED ESTIMATE: #1,262,436

TOTAL REDUCTION # 239,130

Steve Chittenden

9/29/01

Description	Quantity	Unit	Unit Price	Cost	Comments
Site Improvements					
Exposed Aggregate Paving	61,200	SF	$ 7.50	$ 459,000	6" thick w/ 6" gravel base
Wearing Course Asphalt Pavement	5,100	SY	$ 5.50	$ 28,050	Includes material, hauling, and compaction (1-1/2")
Binder Course Asphalt Pavement	5,100	SY	$ 10.80	$ 55,080	Includes material, hauling, and compaction (2-1/2")
Gravel Borrow	1,700	CY	$ 24.50	$ 41,650	12" Under Road and Parking, icludes special base due to soils
CIP Concrete Curb (Straight and Curve R<3	2,737	LF	$ 6.50	$ 17,791	Integral curb and gutter
Brick Paving	36,000	SF	$ 18.00	$ 648,000	On concrete slab w/ bituminous bedding, special base due to soils
Texas Stone Pavers	5,120	SF	$ 19.50	$ 99,840	On gravel base w/ stone dust setting bed
Texas Stone Steps	5	EA	$ 5,500.00	$ 27,500	Includes CIP conc. base w/ sandstone treads
Texas Stone Curbs	1,754	SF	$ 40.00	$ 70,160	Sandstone 6" thick, 16" wide
Texas Stone Retaining Walls	115	LF	$ 100.00	$ 11,500	Average 18" above grade, on conc. base, dry laid, includes special const. due to soils
Metal Decking Bridge	528	SF	$ 30.00	$ 15,840	
Handrails @ Steps	3	EA	$ 750.00	$ 2,250	
			Subtotal:	$ 1,476,661	
Kiosk					
Structure	1	LS	$ 35,000.00	$ 35,000	Allowance
			Subtotal:	$ 35,000	
Trellis					
Columns	48	EA	$ 7,500.00	$ 360,000	Concrete w/ footing, stone facing, special const. due to soils
Trellis	1	LS	$343,000.00	$ 343,000	Steel structure w/ painted finish
Lights and Water	1	LS	$ 10,000.00	$ 10,000	Allowance
			Subtotal:	$ 713,000	
Fountains					
Water Garden Fountain	1	LS	$504,000.00	$ 504,000	Includes channel and wall structures and finishes, piping, lighting, etc.
Metal Railing @ Water Garden	250	LF	$ 100.00	$ 25,000	Custom Design
Water/Light Columns	3	EA	$ 4,000.00	$ 12,000	Precast conc. core w/ footing, glass block, plumbing & fiber optic lighting
Plaza Fountain	1	LS	$300,000.00	$ 300,000	Includes structure, piping, lighting, etc.
			Subtotal:	$ 841,000	

Description	Quantity	Unit	Unit Price	Cost	Comments
Planting Schedule					
Canopy Shade Trees in Lawn	226	EA	$ 400.00	$ 90,400	Average 2" cal. - mixed sizes
Street/Garden Court Trees	220	EA	$ 750.00	$ 165,000	3"-3 1/2" cal.
Water Garden Trees	72	EA	$ 500.00	$ 36,000	2 1/2"-3 cal.
Ornamental Trees	160	EA	$ 400.00	$ 64,000	8'-10' ht.
Groundcover	26,000	SF	$ 7.50	$ 195,000	Includes plant bed preparation
Lawn	290,000	SF	$ 1.00	$ 290,000	Sod
Irrigation	316,000	SF	$ 1.00	$ 316,000	All lawn and plant bed areas
			Subtotal:	$ 1,156,400	

Cost Summary		
Site Preparation	**Subtotal:**	$ 142,600
Site Demolition	**Subtotal:**	$ 196,386
Earthwork	**Subtotal:**	$ 150,650
Drainage System	**Subtotal:**	$ 137,300
Utility Systems	**Subtotal:**	$ 870,000
Pavement Markings	**Subtotal:**	$ 4,630
Site Improvements	**Subtotal:**	$ 1,476,661
Kiosk	**Subtotal:**	$ 35,000
Trellis Structure	**Subtotal:**	$ 713,000
Fountains	**Subtotal:**	$ 841,000
Planting Schedule	**Subtotal:**	$ 1,156,400

Subtotal		$ 5,723,627
Design Contingency 5%		$ 286,181
Construction Contingency 15%		$ 858,544
	TOTAL	$ 6,868,352

Sasaki Associates, Inc.
64 Pleasant Street
Watertown, MA 02472

CONSTRUCTION BUDGET ESTIMATE / Preliminary Design 9/01

Addison Arts & Events District

Town of Addison, Texas

September 25, 2001/ SA# 14268.00

Prepared By: JAR / DC
Checked By: REP / AW

Description	Quantity	Unit	Unit Price	Cost	Comments
Site Preparation					
Field Office with Furnishings	1	EA	$ 20,000.00	$ 20,000	
Site Mobilization	1	LS	$ 20,000.00	$ 20,000	
Traffic Regulation Services	1	LS	$ 5,000.00	$ 5,000	
Clear & Grub	12	AC	$ 4,600.00	$ 56,580	Including stumps
Erosion & Sediment Control Systems	1	LS	$ 10,000.00	$ 10,000	
Strip and Stockpile Topsoil	9,680	CY	$ 1.50	$ 14,520	Assume 6" Depth, medium hard , 300hp dozer, adverse condition
Tree Protection	55	EA	$ 300.00	$ 16,500	preformed plastic, 36" high
			Subtotal:	$ 142,600	
Site Demolition					
R&D Building	80,640	CF	$ 2.00	$ 161,280	Includes Foundation - 1 Story tall and other 2 story tall
R&D Asphalt Pavement	2,450	SY	$ 7.00	$ 17,150	Full Depth Removal
R&D Gravel Pavement	933	SY	$ 1.00	$ 933	
Sawcut Pavement	900	LF	$ 4.47	$ 4,023	8-1/2" total, wearing to base course
R&D Water Valve, Lines and Hydrants	1	LS	$ 1,000.00	$ 1,000	
R&D Drain/Sewer Line ?	1	LS	$ 5,000.00	$ 5,000	
R&D Drain/Sanitary Manhole	1	LS	$ 5,000.00	$ 5,000	
R&R Fencing	1	LS	$ 2,000.00	$ 2,000	
			Subtotal:	$ 196,386	
Earthwork					
Excavation	12,500	CY	$ 9.50	$ 118,750	
Fine Grading	58,000	SY	$ 0.55	$ 31,900	Includes material, hauling, and compaction
			Subtotal:	$ 150,650	

PRELIMINARY

Description	Quantity	Unit	Unit Price	Cost	Comments
Drainage System					
Drain Manhole	13	EA	$ 2,500.00	$ 32,500	Installed In Place(Includes Excav. & Backfill)
Catch Basins	12	EA	$ 2,000.00	$ 24,000	Installed In Place(Includes Excav. & Backfill)
12" Dia. RCP	770	LF	$ 40.00	$ 30,800	
15" Dia. RCP	1,000	LF	$ 50.00	$ 50,000	
			Subtotal:	$ 137,300	
Utility Systems					
12" DICL Water Line	1,500	LF	$ 75.00	$ 112,500	Installed In Place(Includes Excav., Backfill & Bedding)
Gas Lines/Valves	1,400	LF	$ 30.00	$ 42,000	Installed In Place(Includes Excav., Backfill & Bedding)
Sanitary Sewer Line	1,000	LF	$ 35.00	$ 35,000	Installed In Place(Includes Excav., Backfill & Bedding)
Sanitary Sewer Manhole	5	EA	$ 2,000.00	$ 10,000	Installed In Place(Includes Excav. & Backfill)
Electrical Duct Bank	1,700	LF	$ 100.00	$ 170,000	
Custom Pedestrian Lighting	15	EA	$ 4,000.00	$ 60,000	Installed In Place (Includes Excav. & Foundation)
Street Lighting	15	EA	$ 3,500.00	$ 52,500	Installed In Place (Includes Excav. & Foundation)
Pedestrian Lighting	45	EA	$ 3,000.00	$ 135,000	
Decorative Lighting	1	LS	$100,000.00	$ 100,000	Allowance for additional path/garden lighting
Telecommunications	1,400	LF	$ 100.00	$ 140,000	
Disinfections	1	LS	$ 1,000.00	$ 1,000	
Hydrant	8	EA	$ 1,500.00	$ 12,000	4-1/2" valve, 5' deep, place at every 300 ft max. apart along roadway
			Subtotal:	$ 870,000	
Pavement Markings					
4" Solid Lane Line	2,000	LF	$ 0.30	$ 600	4" Paint Line
Stop Bars	60	SF	$ 1.00	$ 60	12" Width
Handicap Symbol	20	EA	$ 51.00	$ 1,020	
Parking Stalls	200	EA	$ 8.00	$ 1,600	
Cross Walks	1,350	SF	$ 1.00	$ 1,350	12" Width
			Subtotal:	$ 4,630	

Description	Quantity	Unit	Unit Price	Cost	Comments
Site Improvements					
Exposed Aggregate Paving	61,200	SF	$ 7.50	$ 459,000	6" thick w/ 6" gravel base
Wearing Course Asphalt Pavement	5,100	SY	$ 5.50	$ 28,050	Includes material, hauling, and compaction (1-1/2")
Binder Course Asphalt Pavement	5,100	SY	$ 10.80	$ 55,080	Includes material, hauling, and compaction (2-1/2")
Gravel Borrow	1,700	CY	$ 24.50	$ 41,650	12" Under Road and Parking, icludes special base due to soils
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Subtotal		$ 5,723,627
Design Contingency 5%		$ 286,181
Construction Contingency 15%		$ 858,544
	TOTAL	$ 6,868,352

Steve Chutchian

To: clbaker@sasaki.com
Cc: Michael Murphy; Carmen Moran
Subject: Addison Rd. & Arts & Events District Traffic island

Cathy - We received your drawing of the revised improvements on Addison Rd., at the Arts & Events District, and prepared the following response to your attached questions.

1. At this time, there are no outstanding setback, view corridor, or other issues that we are aware of.

2. The general requirements for tapering consist of minimum 150 ft. radii and 60 ft. tangent length.

3. Regarding the minimum stacking distance for left turn lanes, the stacking distance can be reduced to 80 ft., or approximately four vehicles in each direction. This revision is based on the understanding that the receiving street within the Arts & Events District site will be closed during Special Events and the left-turn lane is rendered non-functional. Should the receiving street remain open by the Town of Addison during Special Events, it is recommended that the stacking distance be extended to 120 ft. Should you have any questions, please feel free to contact me. Thanks.

Steve Chutchian
Assistant City Engineer

Steve Chutchian

To: Carmen Moran
Subject: RE: Sasaki streetscape plans

Carmen - I am going to check that out this afternoon and I will e-mail you and forward it on to Sasaki also.

-----Original Message-----
From: Carmen Moran
Sent: Thursday, August 30, 2001 1:40 PM
To: Steve Chutchian
Subject: RE: Sasaki streetscape plans

Steve,

There are not setback, view corridor, or other issues I can think of. On the other questions, can we shorten the stacking distance?

-----Original Message-----
From: Steve Chutchian
Sent: Thursday, August 30, 2001 1:28 PM
To: Carmen Moran
Subject: RE: Sasaki streetscape plans

Carmen - I got my own set. I was going to call you this afternoon and ask you about the question regarding setback, view corridor, etc. requirements. I can answer the other two questions.

steve c.

-----Original Message-----
From: Carmen Moran
Sent: Thursday, August 30, 2001 1:26 PM
To: Steve Chutchian
Subject: Sasaki streetscape plans

Steve,

Did you get some plans and a memo from Sasaki? I got a set and I don't know if they are for you or if you got your own set.

Carmen

memorandum

date August 29, 2001

to Steven Z. Chutchian, P.E.
Town of Addison

cc C. Moran, R. Whitehead, S. Strickland, A. Ward, B. Poulos, D. Clough

from Cathy Baker

project name Addison Arts & Events District

project no. 14268.00

subject Addison Road at Arts & Events District

SASAKI

Sasaki Associates Inc.
64 Pleasant Street
Watertown Massachusetts
02472 USA

t 617 926 3300
f 617 924 2748

Steve –

Based on meetings this week in Boston with Carmen Moran, Ron Whitehead and Slade Strickland, Sasaki has revised the plan for Addison Road at the Arts & Events District.

We feel that a traffic island at the district would help slow traffic, better announce the entrance to the district from Addison Road, and also facilitate an easier crossing for pedestrians to a future museum or terminal on the airport side. The enclosed drawing shows the modifications at 50 scale. Dimensions are shown.

Could you please answer the following questions:

- What is the minimum stacking distance for left turns? We've shown 100' before tapering, but the less stacking distance, the more room for planting.
- What are the state requirements for tapering?
- Are there setback, view corridor, or other potential conflict issues?

CL BAKER @ SASAKI.COM

We've taken the 10' for the island from the airport (west) side of the road since there's no business or sidewalks. The east side of the street would not change from the previous plan.

Please respond with comments.

Thanks,
Cathy

fn\document3

transmittal

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

attn Steven Z. Chutchian, P.E.

date August 29, 2001

project name Addison Road Streetscape

project no. 14268.00

from Cathy Baker

we are sending you via ☒ overnight courier ☐ courier ☐ us mail ☐ other

description	quantity	dated
Master Plan	1	8/29/01
Memo	1	8/29/01

these are transmitted

☒ for your information ☐ please return materials ☐ for review and comment

☐ borrowed materials returned ☐ as requested ☐ for approval ☐ other

cb\g:\14268.00\admin\trans\t-chutch2.doc

signed Cathy Baker VR

copy to C. Moran w/enclosure, Ward, Paulas, Clough, Baker, File

SASAKI

Sasaki Associates Inc.
64 Pleasant Street
Watertown Massachusetts
02472 USA

t 617 926 3300
f 617 924 2748

8/8/01

UNDERGROUNDING UTILITIES FOR ARTS & EVENTS DISTRICT

	1,500 L.F.	
ADDISON RD. (RR to MORRIS RD)	1,500' x $1,035/L.F. =	$1,552,500
ON-SITE (JULIAN & CLARA)		1,573,200
		$ 3,125,700

Steve Chutchian

From: Steve Chutchian
Sent: Wednesday, May 16, 2001 2:39 PM
To: Michael Murphy
Cc: Jim Pierce
Subject: Undergrounding of Utilities

The cost of undergrounding of utilities in relation to the proposed Arts & Events District site was evaluated. The estimate includes the portion of Addison Rd., from Arapaho Rd. to Airport Pkwy, and overhead lines on Clara and Julian. In order to obtain a basis for estimating the cost, 1999 estimates for undergrounding utilities along Addison Rd., from Belt Line Rd. to Keller Springs Rd., were utilized and increased to reflect contigencies and inflation. The estimated cost for Addison Rd. is as follows:

a.	TXU	$4,100,000
b.	TCI Cable	260,000
c.	S.W. Bell	340,000
d.	Service Transfers	300,000
	Sub-Total	$5,000,000
	Contingencies & Inflation(25%)	1,125,000
	Total	$6,125,000

The above cost was utilized in determining a unit price per foot of $1,035/lf along Addison Rd., from Belt Line Rd. to Keller Springs Rd. The estimated cost of undergrounding utilities in relation to the Arts & Events site is as follows:

a.	Addison Rd., (Arapaho to Airport Pkwy)	$3,519,000
b.	On-site (Julian & Clara)	1,573,200
	Total Cost	$5,092,200

5/16/01

		Feet
JULIAN (ADDISON CIRCLE to BROADWAY)	2.5	1100
CLAIRE (ADDISON to JULIAN)	1.3	550
ADDISON (ARAPAHO to ALPHA PKWY)	8.5	3400

TXU	4,100,000	4,100,000
TCI	260,000	260,000
SW Bell	340,000	340,000
	4,700,000	4,700,000
SERVICE TRANSFER	300,000	-
	5,000,000	
25% CONT. & INFLATION	1,250,000	
	6,250,000	19.8

TOTAL FEET ON ADDISON 5920

transmittal

to	Town of Addison Parks & Recreation Landscape Development 16801 Westgrove Drive Addison, Texas 75001	**date**	July 5, 2001
		project name	Special Events Park
		project no.	14268.00
attn	Slade Strickland	**from**	Robert Poulos

Take Drawings to Ron

we are sending you via ☒ overnight courier ☐ courier ☐ us mail ☐ other

description	quantity	dated
Streetscape Plan & X Sections for Review & Comment	3	7/05/01

SASAKI

Sasaki Associates Inc.
64 Pleasant Street
Watertown Massachusetts
02472 USA

t 617 926 3300
f 617 924 2748

these are transmitted

☐ for your information ☐ please return materials ☒ for review and comment

☐ borrowed materials returned ☐ as requested ☐ for approval ☐ other

Please distribute enclosed copies to James Pierce and Steve Chutchian for review & comment. Please have written comments back to this office by July 11, 2001.

rp\g:\14268.00\admin\trans\t-ss070501.doc

called & left voice mail
Comments back July 18
JRP

signed Robert E Poulos

copy to Carmen Moran, Alan Ward, David Claugh

transmittal

to	Town of Addison Parks & Recreation Landscape Development 16801 Westgrove Drive Addison, Texas 75001	**date**	July 5, 2001
		project name	Special Events Park
		project no.	14268.00
attn	Slade Strickland	**from**	Robert Poulos

we are sending you via ☒ overnight courier ☐ courier ☐ us mail ☐ other

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Please distribute enclosed copies to James Pierce and Steve Chutchian for review & comment. Please have written comments back to this office by July 11, 2001.

rp\g:\14268.00\admin\trans\t-ss070501.doc

signed Robert E Poulos

copy to Carmen Moran, Alan Ward, David Clough

LETTER OF TRANSMITTAL

/ Engineering
e • P.O. Box 9010
5001-9010
450-2871 • Fax: (972) 450-2837

DATE 6-19-01	JOB NO.
ATTENTION	
RE: Shimek, Jacobs & Finklea now named Birkhoff, Hendricks & Conway	

rmen Moran
Town Hall

I:

SENDING YOU ☑ Attached ☐ Under separate cover via _____ the following items:

awings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications

letter ☐ Change order ☐ _____

DATE	NO.	DESCRIPTION
		Original letter d. 6-14-01 from John Birkhoff of Birkhoff, Hendricks & Conway, LLP.

TRANSMITTED as checked below:

oval ☐ Approved as submitted ☐ Resubmit _____ copies for approval

use ☐ Approved as noted ☐ Submit _____ copies for distribution

sted ☐ Returned for corrections ☐ Return _____ corrected prints

w and comment ☐ _____

S DUE _____ 19____ ☐ PRINTS RETURNED AFTER LOAN TO US

Requesting existing contracts with
Town be transferred to Birkhoff
dres & Conway

Steve Chutchian

SIGNED: _____

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

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

7502 Greenville Ave., #220 Dallas, Texas 75231 Fax (214) 361-0204 Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
RONALD V. CONWAY, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

June 14, 2001

Mr. James C. Pierce, Jr., P.E., DEE
City Engineer
Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010

Re: Amendment to Contracts for Engineering Services

Dear Mr. Pierce:

The Town of Addison entered into an agreement with Shimek, Jacobs & Finklea, L.L.P., to provide engineering services for the following projects:

- Marsh Lane Water Line
- Broadway Paving & Drainage
- TNRCC Waiver
- Easement Park
- Surveyor Ground Storage Reservoir
- Special Events District
- Townhall Waterfall
- Addison Road/Bent Tree Plaza Pkwy.
- Addison Road Paving & Drainage

Shimek, Jacobs & Finklea, L.L.P. changed its name to Birkhoff, Hendricks & Conway, L.L.P. on May 28, 2001, and changed its address to 7502 Greenville Ave., Suite 220, Dallas, Texas 75231. We hereby request that the existing contracts for Engineering Services for the above referenced projects be transferred to Birkhoff, Hendricks & Conway, L.L.P.

If this request is agreeable to the Town of Addison, please have one copy of this Letter Amendment executed for the Town of Addison and returned to this office.

Sincerely yours,

John W. Birkhoff

John W. Birkhoff, P.E.

APPROVED FOR THE TOWN OF ADDISON

By: _____
James C. Pierce, Jr., P.E., DEE, ~~City Engineer~~ Asst. Public Works Director

Date: 6-19-01

AGENDA FOR
ARTS AND EVENTS DISTRICT
SECOND WORK SESSION WITH
SASAKI ASSOCIATES
JUNE 13 – 14, 2001

Alan Ward, Dave Clough, and Bob Poulos from Sasaki Associates will be here on June 13th and 14th for our second set of work sessions. We want to use everyone's time efficiently; therefore, **you only need to attend the meetings for which you are listed.**

WEDNESDAY, JUNE 13, 2001

Place: Stone Cottage on the grounds of the Conference and Theatre Centre

8:30 a.m. – 12:00 a.m. (Continental Breakfast provided)

Progress report from Sasaki on work completed to this point on the Arts and Events district, discussion of: proposed artists for the portals, proposed building for Visitor Services staff, Ron's meeting with Mr. Cavanaugh, trip to Charleston and information gained there that is relevant to our site.

Attendees: Ron Whitehead, Lea Dunn, Chris Terry, Bob Phillips, Slade Strickland, Barbara Kovacevich, Rob Bourstrom, Steve Chutchian, Carmen Moran, Sasaki Group

Lunch – on your own

1:30 a.m. – 5:00 p.m.

Continuation of morning discussion (may or may not be necessary).

Attendees: Ron Whitehead, Lea Dunn, Chris Terry, Bob Phillips, Slade Strickland, Barbara Kovacevich, Rob Bourstrom, Steve Chutchian, Carmen Moran, Sasaki Group

THURSDAY, JUNE 14, 2001

Place: Stone Cottage, on the grounds of the Conference and Theatre Centre

8:30 a.m. – 12:00 a.m. (Continental Breakfast provided in the Stone Cottage)

Meeting with Shimek, Jacobs, and Finklea and city engineering staff to review design documents for the Addison Road widening and streetscape.

Attendees: Mike Murphy and/or Jim Pierce, Slade Strickland, Steve Chutchian, Carmen Moran, Sasaki Group, John Birkoff of Shimek

12:00 – 2:00 p.m.

Lunch at Antonio's Ristorante with Gary Cunningham of Cunningham Architects and Jim Johnson of WJHW Architects and an after-lunch discussion in the Stone Cottage

Attendees: Ron Whitehead, Carmen Moran, Gary Cunningham, Jim Johnson, Sasaki Group

2:00 p.m. – 3:30 p.m.

Meeting with Paris Rutherford and Erich Dohrer of RTKL to discuss floor plates and building sizes for the parcels south of Clara Street

Attendees: Carmen Moran, Steve Chutchian, Paris Rutherford, Erich Dohrer, Sasaki Group

3:30 p.m. – 4:30 p.m.

Meeting with Steve Laughlin of TXU to discuss availability electricity and gas, and other utilities, including the permitting process for connections.

Attendees: Steve Laughlin (TXU), Steve Chutchian, Carmen Moran, Sasaki Group

Steve Chutchian

From: Steve Chutchian
Sent: Monday, May 21, 2001 3:00 PM
To: 'davidm@huitt-zollars.com'
Cc: Jim Pierce; Luke Jalbert; Michael Murphy; Carmen Moran
Subject: Morris Rd. Engineering Drawings

David - The Town of Addison has engaged the services of Sasaki Associates, Inc., in Watertown, Mass., to design the proposed Arts & Events District facilities. The proposed Morris Rd. Extension project is within the limits of the site. In order to assist their efforts in laying out the site, they have requested a digital copy of the engineering drawings for Morris Rd. Can you send this information to Sasaki at the following address:

dclough@sasaki.com

Your assistance is greatly appreciated. If you have any questions, please let me know. Thanks.

Steve Chutchian

Steve Chutchian

From: Carmen Moran
Sent: Friday, May 18, 2001 3:55 PM
To: Steve Chutchian
Subject: digital copy of Morris Road drawings

Steve,

Is it possible to get a digital copy of the engineering drawings for Morris Road from Huitt-Zollars? The Sasaki guys need it. If you can, could we send a copy to dclough@sasaki.com

Let me know.

CM

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **Town of Addison, Texas**, hereinafter referred to as "Town", and **Shimek, Jacobs & Finklea, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

W I T N E S S E T H:

WHEREAS, the Town desires to engage the services of the Engineer to complete field surveys and plot topographic maps for design to be completed by Sasaki Associates, Inc., on the Addison Circle Arts and Events District, located in the Town of Addison, Dallas County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the Town under the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

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The Town hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the Town.

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The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service to completion as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement.

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The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "C". Town agrees to pay invoices within 30 days of receipt.

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The Town agrees to furnish, if available, prior to commencement of services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

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Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance ($1,000,000.00), Worker's Compensation (statutory limit), General Liability ($500,000 per occurrence, $1,000,000 aggregate) and Automobile Insurance ($500,000 combined single limit per accident).

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By: _____

ATTEST:

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COMPLETION SCHEDULE

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By: _____

ATTEST:

By: _____ Date: 5/14/01

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CONSULTING ENGINEERS:

By: _____
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COMPLETION SCHEDULE

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Topographic Maps	1.5
Contour Map	1
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SURVEYING AGREEMENT

May 11, 2001

Mike, Jim – attached is a copy of the proposal that was forwarded to us by Shimek, Jacobs & Finklea to perform re-platting and supplemental topographic surveying of the Arts & Events District site. The end product will be provided to us in hard copy and AutoCad version 14 formats, in order that we can forward it to Sasaki Associates, Inc. The total fee is $14,990 and the proposal appears to successfully contain the items that we requested.

Carmen Moran has three originals of this agreement and is prepared to discuss this item at the Monday morning staff meeting. Carmen will address the funding of this work also.

Thanks.

Steve Chutchian

Steve Chutchian

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E. The topographic surveys will extend beyond Addison Circle Drive and Quorum Drive to include the face of existing buildings.

PART II: DRAWING

A. The electronic field notes will be reduced and plotted. No CADD standards will be utilized. Text height shall be 0.1-inch.

B. Sheet size shall be 30" x 42" with ½-inch borders and 1¼-inch binding edge.

C. Scale of drawing shall be 1-inch = 20-feet.

D. North arrow shall be to the top of page.

E. Sheet shall include bar scale, benchmark and legend.

F. Prepare contour map of area with a contour internal of 1.0-foot.

G. Prepare Tree Survey of site, minimum tree caliber 4-inches called out in English terms.

PART III: PLATS

A. Complete deed research at Dallas County Records Building.

B. Complete composite property map, including found easement lines as called for in deeds..

C. Prepare plat of area for Town of Addison's consideration.

D. Plat shall include iron pins found and set, metes and bounds description, abstract number, deed information, area calculation along with all adjoining streets and rights-of-way being called out.

PART IV: DELIVERABLES

Furnish the Town with hard copy mylar and three black-line prints of topography survey, contour map and plat.

A. Furnish the Town with electronic copy of drawings under the following conditions:

1) The electronic files are compatible with AutoCAD Release 14, operating on an IBM compatible PC using Windows NT.

2) Engineer does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.

3) Because data stored on electronic media can deteriorate undetected or be modified, the Owner agrees that the Engineer will not be held liable for

completeness or correctness of electronic media after an acceptance period of thirty days after delivery of these files.

4) The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, the hard copy files will govern in all cases.

5) Both parties acknowledge mutual non-exclusive ownership of the electronic files and each party may use, alter, modify or delete the files without consequence to the other party.

6) All electronic files provided to the Owner will not contain engineers seal, surveyor's seal, handwritten dates, or signatures.

PART V: EXCLUSIONS

A. Environmental impact statements and assessments.

B. Fees for permits or advertising.

C. Certification that work is in accordance with plans and specifications.

D. Environmental cleanup.

E. Landscape architecture.

F. Flood plain reclamation plans.

G. Title searches.

H. Trench safety designs.

I. Services in connection with condemnation hearings.

J. Preliminary engineering report.

EXHIBIT "B"

COMPLETION SCHEDULE

Task	Weeks To Complete
Field Surveys	2
Tree Survey	1
Deed Research	1
Topographic Maps	1.5
Contour Map	1
Final Plat	2

EXHIBIT "C"

COMPENSATION

Undersigned will accomplish the work outlined in the tasks presented in Exhibit "A" of this Agreement.

Payment for engineering services described in Exhibit "A" shall be on a salary cost times a multiplier of 2.4, survey crew at $120.00/hour, and expense at invoice cost times a multiplier of 1.10. Actual time expended will be billed.

The following is a summary of the estimated charges:

Field Surveys (Topographic & Contour, 30-hrs.)	4,560.00
Tree Survey (16-hrs.)	1,920.00
Topographic and Contour Maps (35-hrs.)	3,300.00
Tree Survey Map (12-hrs.)	1,080.00
Deed Research (12-hrs.)	1,000.00
Final Plat (24-hrs.)	2,280.00
CADD and Utility Research (8-hrs.)	700.00
Reproduction of Maps & Delivery (4-hrs.)	100.00
Electronic File Transfer on Compact Disc	50.00
	$14,990.00

The maximum overall fee established herein shall not be exceeded without written authorization from the Town of Addison, based on increased scope of services.

EXHIBIT "D"

INFORMATION TO BE PROVIDED BY TOWN

1) All of the Town's plat, easement and construction plan files will be made available for use. Town will provide copies as necessary at no cost.

2) Access to all Town manholes and clean-outs, access to all Town right-of-way and easements. If manhole lids are bolted down the Engineer will contact the Town's Utility Operation Department and schedule a time when they can meet with the Engineer and remove the manhole lid.

3) The Town's Utility Operations Department will do the excavation for locating existing water and sewer for horizontal and vertical ties to existing water and sewer. The Town's Street and Drainage Department will do the excavation for the existing storm drain lines. The engineer will provide a preliminary plan sheet showing the locations where excavation is required and contact the Town to schedule a time when the work can be done.

memorandum

date	May 4, 2001
to	Carmen Moran, Alan Ward, Bob Poulos
from	Dave Clough
project name	Addison Circle Arts & Events District
project no.	14268.00
subject	Meeting Notes - Initial Project Meeting **DRAFT FOR REVIEW**

SASAKI

Sasaki Associates Inc.

64 Pleasant Street

Watertown Massachusetts

02472 USA

t 617 926 3300

f 617 924 2748

The following are notes from our initial project meetings in Addison on April 18 and 19, 2001, supplemented by program information given to us by Barbara Kovacevich, Special Events Manager. They are organized by discussion topic, according to the attached Agenda.

Special Events

1. There is a need to accommodate from 1,000 to 15,000 people. No special restrictions for 1,000, but larger crowds require street closings, shuttle parking, and traffic management. Kaboom Town on July 3rd can draw 100,000 from surrounding communities, creating traffic problems on Addison and Beltline Roads as people leave.
2. Taste Addison is held in May and typically draws 45,000 people total over 2 day event. Between 5 and 11 PM, attendance can be 18,000. It is the most difficult event in terms of demand.
3. The tent rental RFP for the 1999 event included:
    - 55 Restaurant Tents @ 10'x10'
    - 20 Vendor Tents @ 10'10'
    - 1 Information Booth Tent @ 10'x10'
    - 1 Command Tent @ 10'x20'
    - 1 Children's Tent @ 40'x100' w/backdrop
    - 2 Turnstile tents @ 15'x30'
    - 3 Dressing Room Tents @ 10'x10'
    - 1 Special Guest Tent @ 30'x30'
    - Possible alternate 10'x20' tents for restaurants and/or vendors
    - 1 Wine Tasting Tent (from Town) @ 30'x120'

    A 40'w.x30'd.x5'h. Main Stage with a 40'w.x24'd.x1'h. dance floor is located outdoors. There is also a 24'x16'x18" Children's Stage. Toilet facilities include 3 restroom trailers (with 12 toilets each, plus attendants), 20 portable toilets, and 4 handicap toilets. A pump truck is required on site.
4. North Texas Jazz Festival is held in early April, for 3 days. Attendance for 2001 is estimated at 1,000 people per day. Tent rental requirements are:
    - 1 Main Tent @ 100'x200' w/flooring
    - 1 tent for restroom trailer @ 20'x40'
    - 1 tent between restroom trailer and Main Tent @ 10'x10'
    - 1 tent for walkway between Main Tent and street @ 10'x50' w/flooring

Toilet facilities include a restroom trailer and portable handicap toilet, under the 20'x40' tent.

5. Addison Kaboom Town is held on July 3rd, with peak attendance of 15,000. The 2000 event had 10 booths/tents. The Town rents 1 restroom trailer, 20 portable toilets, and 2 handicap portable toilets. A pump truck is required.
6. Addison Oktoberfest is held for 4 days in late September. Tent rental requirements are:
    - 1 Main Tent @ 110'x300' (clear span)
    - 1 Restaurant Tent @ 60'x240' (clear span), divided in 2 equal sections
    - 1 Petting Zoo Tent @ 60'x60' (clear span)
    - 1 Command Tent @ 10'x20'
    - Approximately 25 Vendor Tents @ 10'x10'
    - Approximately 25 Arts & Crafts Tents @ 10'x10'
    - 1 Information Tent @ 10'x10'
    - 2 Turnstile Tents @ 15'x30'
    - 1 Children's Tent @ 40'x100' (clear span)
    - 2 Bier Garten Tents @ 30'x30'
    - 8 Satellite Beer Tents @ 10'x20'
    - 6 Satellite Food Vendor Tents @ 10'x10'
    - 2 Ticket Booth Tents inside Main Tent @ 10'x10'
    - 2 Change Tents at each entrance @ 10'x10'
    - 1 Wine Tasting Tent (in Bier Garten) @ 30'x30'
    - 1 ATM Tent @ 10'
    - 1 Addison-Owned Tent @ 30'x120'

    The Main Tent and Restaurant Tents are air-conditioned. A 60'x40' outdoor dance floor is also required inside the Main Tent, along with a 30'w.x26'd.x5'h. stage. Toilet facilities include 4 restroom trailers, 20 portables, and 4 handicap toilets. A pump truck is required.
7. The Shakespeare Festival of Dallas will hold 3 free evening performances in Addison this June. They will require a stage at least 30'x70' and portable toilets. The Town expects to have smaller groups (maybe 1,000) of people attending the performances.
8. There are currently 23 hotels in Addison. One of the goals of holding these events is to put more people in hotels. "Boutique", or smaller events may be more attractive to people who would stay. Addison wants to be known for its Arts District, and as a "fun place". The quality of events should be appealing.
9. Restaurants should be encouraged to serve boxed meals to visitors, reducing the need to provide food in the park for smaller events.
10. Event parking is handled primarily by 2 garages – at the Intercontinental Hotel (1500 cars) and _____ (3000 cars). Leased shuttle buses (free) bring people to the main entry to events at Addison Circle, which is more remote from parking. Quorum Drive is closed to vehicles.
11. Adding more parking at DART is a longer-range possibility. There currently are about 200 spaces at the transit center. More parking would be built if it were developed for commuter rail.
12. Perimeter fencing is required, and the need is generally the same for larger events. It was suggested we study a system of permanent sleeves and removable fence panels.

Graphics could be incorporated into the system as a way of controlling it – sponsor advertising is important.

13. Stage(s) designed as part of a tent would be desirable. Stages have to be projected far enough into tents to get enough height above them. Need a location for a smaller stage. They need to be in a relationship that doesn't compete with each other. Maybe pocket parks could have a second stage (500 people?).
14. A public address system with central facility and control would be good.
15. Permanent toilet facilities must be strategically located, supplemented by portables. It might be good to have some storage space also. Facilities need to be integrated with surrounding development, possibly in a Visitor Services building.
16. The challenge is to find a balance between flexibility and design in planning facilities for events.
17. The large tent space (clear span) needs to be flexible. It is also expensive to set up and take down. Air conditioning is expensive – an air flow system with open sides would be good. For Oktoberfest, it might be better to split into 2 tents/areas. Two restaurants are now providing service, but its not known if they will both continue in the future.
18. The Town would like to promote other events like car shows, art shows, craft shows, etc. Perhaps the trellis could provide a framework with canvas inserts to provide rain and sun shelter. Vendors could be back to back, with circulation on each side. Booths might be 10'x10', or 10'x20'. The trellis wouldn't have to 20' wide – the canvas could extend beyond.
19. There is also a need for airport related events. There have been some preliminary discussions with Mr. Cavanaugh regarding a Town museum for display of his collection.
20. Perhaps the curving path(s) and trellis path should be widened to accommodate vendors/displays. The park should provide hard surfaces for events, but not at the expense of giving up too much green space. Other methods of stabilizing turf were briefly discussed, and will be explored.

Art Process

1. The Town would like to avoid the public bid process and contract directly with the artist. Low bidder requirement doesn't work well with creating art pieces and installing them. There were problems with "Blueprints" with this arrangement, even with the pre-qualification process. Each work/installation is unique.
2. The preference would be to contract directly with the artist and to have that person responsible for everything. The artist should coordinate directly with the contractor.
3. This approach would make some artists more qualified than others. Paley is one artist whose work might be appropriate for the 2 "portal" pieces. He has his own foundry in Buffalo.
4. Current thinking is to locate the portal pieces at Addison Road/Addison Circle Drive and Addison Road/Clara Street. Existing power lines along Addison Road were a concern, but it was felt that the pieces could be set in the park, back from the road, and they would still be visible landmarks.

Surrounding Parcels – Proposed Program

1. We met with Cindy Harris, Vice President-Development, for Post Properties. She told us there is currently a lot of demand for 3 – 5,000 SF uses with short term (18-24 month) leases. This kind of space is not available in Addison right now.
2. Office use on Clara Street would allow the street to be closed for events at night or on weekends.
3. Residential can not be developed in the Clara Street block because of airport noise restrictions.
4. Some retail may be feasible, especially if very visible, or if along pedestrian travel ways (on Quorum Drive or streets connecting to DART). However, Cindy felt that it would be difficult to support a lot more retail right now. Quorum Drive is a good opportunity for service oriented retail, due to high volume of traffic.
5. Building heights were discussed. Could be 3 to 5 stories. Shadow impacts on the park need to be studied. Total building program might be 300,000 SF @ 5 stories, based on quick calculations.
6. Parking ratios should be 3 to 4 per 1000 GSF (4 is preferable). A parking garage for office development on the Clara Street block could also be used for event parking at night and on weekends.
7. Casual restaurants do well and food kiosks in the park should be successful. Carmen has already had interest from adjacent restaurant owners. They could be satellite facilities, served from the restaurant(s). At least 2 kiosks seem feasible. It was agreed that the restaurant operator(s) should get involved early in the design of park kiosks. Beverage service would include beer and wine only. Full liquor service would require a fence around the kiosk.

Park Facilities Management and Maintenance

1. Slade Strickland, Director of Parks and Recreation and Landscape Development, has a 17 person staff. All park lighting, seasonal planting, and mowing is contracted out. Parks Department crews do setup and site coordination for special events. They also do all irrigation maintenance.
2. Slade thought it would be preferable to have all maintenance of new park facilities done by 1 contractor. He suggested considering the same contractor handling Post Properties.
3. They have had lots of problems with fountain cleaning and maintenance – especially at Quorum Park. Sasaki needs to address this issue at the next meeting. Leaf drop from trees planted around fountains are a problem. Species have to be carefully considered.
4. We looked at Quorum Park and Celestial Park. Cedar Elms were planted for screening around the fountain at Quorum Park. Slade believes that Shumard Red Oak is the ultimate shade tree for Dallas. They have also used Athena and Drake Elms (varieties of Chinese Elm). Leaves drop quickly and are easy to clean up. The Drake Elms look good at Celestial Park, with Wintercreeper groundcover below. The vase-shaped habit can be limbed up, providing good canopy, and the bark is attractive. They have had some disease problems with Plane Trees.

5. Its difficult to maintain decent grass in tree groves. Typically, Bermuda grass is preferred for sunny areas.
6. Soils have typically heavy clay content. Subdrain systems are typical for new trees.

Review of Base Plans

1. It was agreed that the limit of work for the park should extend to the proposed face of buildings along Clara Street.
2. Sasaki will get a scope of work description for site survey to John Birkhoff, from Shimek, Jacobs, and Finklea, the Town's prime engineering consultant. A plan will be included to indicate the limit: to the edge of DART structures on the south (includes track); to face of buildings on the east side of Quorum Drive; to face of buildings along the north side (Addison Circle Drive); and the back of sidewalk or property line along Addison Road. Trees 4" caliper and greater will be located and identified. Sasaki will provide information regarding electronic format along with the scope.
3. Planning and Zoning approval is combined. The project site must be designated as open space, since it can't be sold as "Park".
4. Utility companies are TXU (electric and gas), Southwester Bell (telephone), AT&T (cable).

Addison Road Streetscape Improvements

1. A 35' setback for visibility is required at road intersections. Nothing is allowed at car eye level within the setback triangle at intersections.
2. We should consider enhanced street/pedestrian lighting along Addison Road. Existing street lights are cobra heads hung on creosote utility poles.
3. Cedar Elm or Chanticleer Pear are upright varieties for street tree planting that could be limbed up for visibility beyond roadway (business will not want to be screened from road). Red Tipped Photinia was planted along the airport edge for screening.
4. A 100' ROW along Addison would allow 60' for the roadway plus 20' on each side for a 10' planting zone, 5' sidewalk, and 5' shrub line. We need to study the impact of this cross section on existing conditions – planting, berms, walks, parking, etc.
5. The only crosswalks will be at Broadway and Arapahoe – where the road is signalized.

DART Meeting

1. Cheri Bush and Jack Wierzenski, Sr. Manager for Planning Studies & Economic Development, joined us for a discussion of DART's relationship to the Art and Events District.
2. Station length for light rail is 300' for 3-car trains. They like to allow 400', for expansion. Pedestrian crossings are at each end, plus one in the middle. So, it makes sense to start the station at Quorum Drive, extending southwest.
3. Jack believes that the existing 100 ROW is more than enough for both light and commuter rail. He will check and confirm this.
4. The plan should designate "Future Rail Station" within the DART ROW from the proposed trellis location to Quorum Drive.
5. Jack confirmed there are about 200 parking spaces in the DART area.

6. New DART stations typically take 6 to 8 years from planning through construction.
7. A rule of thumb is that 50 – 75 du./acre are required to support a new station.

Park "Pavilion"

1. We met with Gary Cunningham ("Corky") from Cunningham Architects to talk about the Art and Special Events Pavilion currently shown on Addison Circle Drive on the concept plan.
2. We reviewed thoughts about the building from our earlier meetings. It was shown on the concept plan as a rectangular building with an attached stage covered by a tensile structure. It might also be more of a glass and steel structure, perhaps with removable panels to allow for stage setup with a superstructure over the stage for lighting and other equipment.
3. The first priority in designing the structure is the performance stage. It has to work technically. Perhaps the stage can also function as a raised terrace at other times.
4. Dressing/changing rooms are required, as well as restrooms.
5. Should a gallery, meeting room, or other uses be considered? It was agreed that the building should not be overburdened with too many functions, but how can it be useful when there are no performances?
6. Gary will subcontract specialty performance design services as necessary. He will be contracted directly to the Town, but will coordinate development of the structure with Sasaki.

Next Steps

1. Sasaki will prepare a scope of work description for the site survey.
2. Sasaki will prepare a program description for the Arts and Special Events District, for review by the Town.
3. Sasaki will begin streetscape design for Addison Road, based on survey plans from Shimek, Jacobs, and Finklea.
4. It was suggested that someone from the Sasaki team attend Taste Addison in May to see what the requirements are for this major event. We will coordinate a trip.
5. The next meeting has been tentatively set for June 13 and 14. Sasaki will confirm the dates when we have a better idea of when the survey will be available. The meeting may need to slip a few weeks, depending on when we receive survey.

To: JOHN
BIRKHOFF
3/2/01

LAND SURVEY SERVICES AGREEMENT

DATE: **April 23, 2001**

PROJECT: **Addison Circle Arts & Events District**
Addison, Texas

OWNER: **Town Of Addison**

ENGINEER: **Sasaki Associates, Inc.**

SURVEYOR: **Shimek, Jacobs & Finklea, L.L.P.**
Consulting Engineers

REQUEST FOR PROPOSAL

The Owner requests the Surveyor to submit to the Owner a proposal for Land Survey Services for the property described below.

The Surveyor shall submit the proposal by attaching hereto (and referencing Article 7) the material required and returning three signed copies of this document to the Owner. The Surveyor shall include, with the proposal, a statement defining any proposed deviations from the requirements of this document including additions, deletions, exceptions and revisions.

The Surveyor, when submitting the signed Agreement, understands that all the Terms and Conditions hereof will become effective and binding when it is signed by the Owner and a copy is returned to the Surveyor.

If the Owner accepts the proposal, the Owner will sign all three copies of this document. One will be returned to the Surveyor and one to the Engineer. Upon execution and receipt by both parties, this document and all attachments listed in Articles 6 and 7 shall form the Agreement between the Owner and Surveyor.

The Surveyor shall hold the proposal open for acceptance by the Owner for a period of fourteen (14) calendar days after the date of submittal to the Owner.

LAND SURVEY AGREEMENT

ARTICLE 1 - TERMS AND CONDITIONS (See the attached Terms and Conditions provided by the Owner – Exhibit A) and the following:

1.1. Time: Subject to any limitations stated in the proposal, the specified Land Survey Services shall be completed and the drawing(s) and report(s) delivered to the Owner and the Engineer within thirty (30) calendar days after receipt of the signed agreement.

1.2. Qualifications: All work shall be performed by qualified personnel under the supervision of a Licensed or Registered Land Surveyor, and the document(s) submitted shall bear the Surveyor's seal and certification to that effect.

1.3. Use of Drawings: It is understood that the Owner, or the Engineer, on the Owner's behalf, may reproduce the drawing(s) without modifications and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Surveyor. The original drawing(s) shall remain the property of the Surveyor.

ARTICLE 2 - GENERAL INSTRUCTIONS:

2.1. Accuracy Standards:

2.1.1. Precision of the survey work shall be based upon the Positional Accuracy Concept. The Surveyor shall recommend, in the proposal, positional accuracy limits and error of closure limits for the property being surveyed.

2.2. Description of Property to be Surveyed:

Legal: **(Steve please fill this in)**

Property Addresses: The property consists of 16 Acres in the Special Event District within the Addison Circle area. The area is bounded by Addison Circle, Quorum Drive, DART Right of Way, Addison Road, and Addison Circle Drive.

See attached plans and sketches identified in Article 6. **(Steve let me know if you need this)**

2.3. Means of Access:

2.3.1. Property lines and means of access are shown on attached drawings and identified in Article 6. Site access is provided as indicated below. checked below.

The Owner has secured permission for entry to the property to conduct this survey. The surveyor shall notify the Owner 7 days prior to entering the property so that the Owner may notify the tenant 48 hours prior to the surveyors entry onto the property.

2.4. Drawing Requirements:

2.4.2. Drawing sheets shall be trim size 30" X 42" with 1¼" left binding edge, and ½" borders.

2.4.3. Use scale 1" = 20' unless otherwise authorized by the Engineer. Include graphic scale.

2.4.4. Show North arrow and locate North at the top of the sheet.

2.4.5. Include legend of symbols and abbreviations used on the drawing(s).

2.4.6. Spot elevations on pavements or other hard surfaces shall be to the nearest 0.01', on other surfaces to the nearest 0.10'.

2.4.7. Boundary and topographic information, where both are required, shall be on the same drawing unless otherwise requested by the Engineer.

2.4.8. State elevation datum on each drawing.

Use official municipal datum of the Town of Addison (Steve Confirm that this is the Datum you want to use)

2.4.9. Furnish to the Engineer, one reproducible transparency and three prints of each drawing. The Licensed Land Surveyor shall sign and seal each drawing and shall certify that, to the best of the Surveyor's knowledge, information, and belief, all information thereon is true and accurately shown. In addition, the Surveyor shall provide to the Engineer, the survey information in Autocad Release 2000 or DXF file format for the Engineer's use.

ARTICLE 3 - LAND (BOUNDARY) SURVEY

Work scope includes those items checked below.

3.1. Show boundary lines, giving length and bearing (including reference or basis) on each straight line; interior angles; radius, point of tangency

and length of curved lines. State on the drawing(s) whether corners were found or set and describe each.

3.2. Confirm or furnish a legal description conforming to the Record Title Boundaries. Prior to making this survey, the Surveyor shall, insofar as possible, acquire data including, but not limited to, deeds, maps, certificates or abstracts of title, section line and other boundary line locations in the vicinity.

3.3. Give area in square feet if less than one acre, and in acres to 0.01-acre if over one acre.

3.4. Note identity, jurisdiction and width of adjoining streets and highways, width and type of pavement. Identify landmarks.

3.5. Plot location of structures on the property and on adjacent property within 50 feet. Dimension perimeters in feet and decimals to 0.05'. State the character and number of stories. Dimension to the property lines and other buildings. Vacant parcels shall be noted VACANT.

3.6. Show encroachments, including cornices, belt courses, overhangs, etc., either way across the property lines.

3.7. Describe fences and walls. Identify party walls and locate them with respect to property lines.

3.8. Show recorded, or otherwise, known easements and rights-of-way; state the owner and the right of each.

3.9. Note possibilities of prescriptive rights-of-way and the nature of each.

3.10. Note anticipated street widening (s).

3.11. Show individual lot lines and block numbers; show building street numbers if available.

3.12. Give names of owners of adjacent property.

3.13. Reconcile, or explain, any discrepancies between the survey and the record legal description.

3.14. Provide the locations of all traffic control devices, signal support systems, traffic control boxes, detector loops, pull boxes and regulatory signs with descriptions to the limits shown on the attached sketch.

ARTICLE 4 - TOPOGRAPHICAL SURVEY REQUIREMENTS

All lines of levels shall be checked by separate check level lines or on previous turning points.

4.1. Minimum of one benchmark on site for each four acres; description and elevation to nearest 0.01'.

4.2. Contours at 1 foot intervals; error shall not exceed one half contour interval.

4.3. Spot elevations at each intersection of a 25 foot grid covering the property where existing conditions warrant.

4.4. Spot elevations at street intersections and at 25 foot intervals on curb, gutter, back-of-walk, sidewalk, edge of pavement and crown line.

4.5. Plotted location of structures, above and below the ground, man-made (e.g., paved areas) and natural features; all floor elevations and elevations of each entrance of buildings on the property.

4.6. Location, size of water and gas mains, central steam and other utilities including but not limited to, buried tanks and septic fields serving, or on, the property.

4.7. Location of fire hydrants available to the property and the size of the main serving each.

4.8. Location and characteristics of power and communications systems above and below ground.

4.9. Location, size, depth, material, and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; locations of catch basins and manholes, inverts of pipes, and other pertinent structures (e.g., control structures). Town will provide available utility documents previously researched.

4.10. Mean elevation of water in any excavation, well or nearby body of water.

4.11. Flood plain, flood level of streams or adjacent bodies of water and analysis of site for potential flooding.

4.12. Locations of any soil borings, test borings, monitor wells, and the elevation of the top of boring caps or monitor well covers to the nearest 0.01'.

4.13. Trees of 4" and over (caliper 3' above ground); locate within 1' tolerance and give species in English and botanical terms.

ARTICLE 5 - ADDITIONAL REQUIREMENTS

5.1. The Surveyor shall coordinate as to the set-up of the electronic format, files, and layering with the Engineer. Standard text height shall be 0.1"; spot grade text height shall be 0.08"

ARTICLE 6 - ATTACHMENTS BY THE OWNER

6.1 The approximate limits of the survey area are shown on the following attachments:

1. Composite plan of existing street utilities obtained from the Town of Addison Department of Public Works.
2. Assessors Tax Map showing property and limits of proposed survey work.

6.2 The approximate limits of the survey area are shown on the attached survey and sketch.

ARTICLE 7 - ATTACHMENTS BY THE SURVEYOR

. 7.1 Proposal dated:

. 7.2 Other (specify):

ARTICLE 8 - DELIVERY OF AGREEMENT

Upon execution and receipt by both parties, this document and all attachments listed in Articles 6 and 7 shall form the Agreement between the Owner and the Surveyor.

Agreed and Accepted

_____

Signature for: Date
Shimek, Jacobs & Finklea, LLP

_____

Signature for: Date
Town of Addison

AGENDA
FOR
ARTS AND EVENTS DISTRICT
WORK SESSIONS WITH
SASAKI ASSOCIATES

Three landscape architects from Sasaki Associates will be here on Wednesday and Thursday of this week to begin the 30% design process for the Arts and Events District. We have scheduled several separate meetings in order to help them efficiently gather the site and program information they need. Below is a schedule for the meetings, including the topic to be discussed and a list of those who need to attend. In an effort to use all our time effectively, **you only need to attend the meetings for which you are listed.**

WEDNESDAY, APRIL 18, 2001

Place: Theatre Board Room in the Theatre Centre

8:00 a.m. – 10:20 a.m. (Continental Breakfast provided in the Board Room)

Special Events discussion: The Town should provide a detailed program/list of events planned for the park. It should include parking requirements for support vehicles, size of vehicles, and support requirements for events, i.e. power, telecommunications, water, etc. Also, information needs to be provided to help program the stage and meeting rooms.

Attendees: Ron Whitehead, Lea Dunn, Chris Terry, Bob Phillips, Slade Strickland, Barbara Kovacevich, Rob Bourstrom, Steve Chutchian, Carmen Moran, Sasaki Group

10:20 a.m. – 1:00 p.m.

Field Trip to the Dallas Womens' Museum in Fair Park. We will take the Rec.Center van down to the Womens' Museum. The Director of the Museum will be there to take us on a tour and answer questions. We are touring the Museum to see a good example of a flexible, multi-use facility. The information we get from this trip should help us as we think about the Exhibition Building.

Attendees: Ron Whitehead, Lea Dunn, Chris Terry, Bob Phillips, Slade Strickland, Barbara Kovacevich, Rob Bourstrom, Steve Chutchian, Carmen Moran, Sasaki Group

1:00 p.m. – 1:30 p.m. – Working lunch (box lunches will be provided in the Board Room when we return from the Museum)

1:30 p.m. – 2:30 p.m.

Discussion of Art Process and schedule for selection of artists/artwork for the entry pylons.

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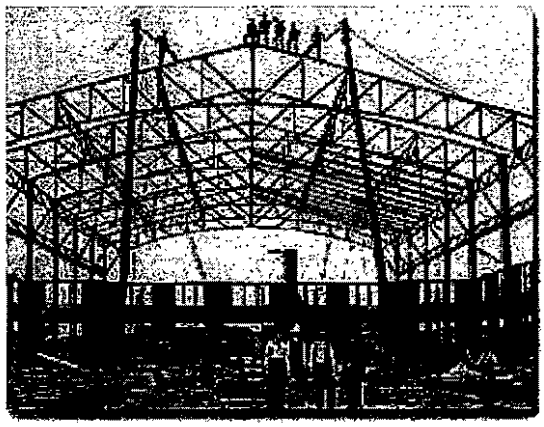
Bank of America Foundation

Information

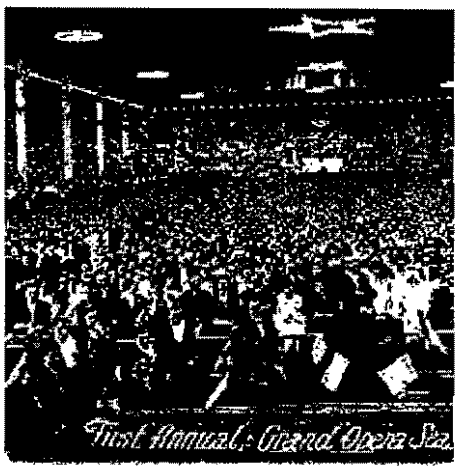
- Mission
- Foundation for Women's Resources
- Museum Hours, Admission and Location
- Building History
- The Project Team
- National Capital Campaign
- Major Donors
- Construction Photos
- Board Members
- Advisory Panel
- Staff
- Press Corner

Building History



The Women's Museum: Institute fo Future, will occupy the former Hall Administration (Peter Wolf) buildin Park in Dallas, Texas.

Built in 1910 by C.D. Hill, the building served as Dallas' first Coliseum, being used for livestock auctions by day and opera and symphony performances by night.



In 1936, the building was renovated the administrative building for the Te Centennial Exposition. So the buildir complement the Art Deco facilities be constructed for the Centennial fair, A George Dahl, who oversaw the 1936 renovations, applied a new Art Deco the south face of the building.

A chief feature of Mr. Dahl's "new" Art Deco façade is a mural by Carlo Ciampaglia, which serves as a backdrop to Raul Josset's sculpture, the "Spirit of the Centennial". This statue depicts a young woman rising from a cactus, a fitting symbol for not only the Texas Centennial but for the museum project as well.

Over time, the historic structure had fallen into a horrid state of disrepair. An extensive renovation and restoration is transforming this 20th Century treasure into a 21st Century technological marvel.

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Renowned architect Wendy Evans Joseph, who served at Pei Cobb Freed & Part senior designer for the United States Holocaust Memorial Museum, in Washingtc chiefly responsible for the evolving aesthetic vision of the museum building.

Whirlwind & Company of New York has been selected as the exhibit design firm f museum project. With more than 25 years experience, Whirlwind enjoys a pletho creative genius.

Dealey Herndon of Herndon, Stauch & Associates is serving as project's manage F&S Partners, AIA, are serving as the project's architectural firm.

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Post-it® Fax Note 7671	Date 9-16-01 # of pages ▶ 2
To Steve C	From C Moran
Co./Dept. PW	Co.
Phone #	Phone #
Fax #	Fax #

memorandum

date April 11, 2001

to Carmen Moran

cc David Clough, Alan Ward

from Robert E. Poulos

project name Addison Circle Arts & Events District

project no. 14268.00

subject Agenda for Meetings on April 18 & 19

SASAKI

Sasaki Associates Inc.
64 Pleasant Street
Watertown Massachusetts
02472 USA

t 617 926 3300
f 617 924 2748

Our team, including Alan and Dave, met and put together this list of agenda items for our meeting next week. In order to gather as much information as possible during our site visit to Addison, we suggest meetings with the necessary staff/groups to cover the following issues:

- DART: Discussion of shared parking arrangements and track crossings for pedestrians and information concerning the station that will affect future development of the park. Also, we should discuss potential air rights development over the station and how it might connect to the park.
- Parks Department: Discussion of proposed facilities management and long term maintenance issues and concerns.
- Special Events: We request the Town provide a detailed program/list of events planned for the park. It should include parking requirements for support vehicles, size of vehicles, and support requirements for events, i.e. power, telecommunication, water, etc. We also need information to help program the stage and meeting rooms.
- Building Program: Discussion with Robert Shaw and the Town regarding proposed programs for the surrounding development parcels on the south side (use, square footage, number of stories, etc.). Also, Mr. Shaw and perhaps someone from Post Properties could help program the outdoor café and food/beverage kiosk.
- Utility Companies: Discussion regarding availability of water, sewer, storm drainage, electric, telecommunications, gas, and other utilities, including the permitting process for connections.
- Meeting with engineers to review status of Addison Road improvements.
- Approval Process: Site plan approval process with representatives from the appropriate governing agencies (planning/zoning etc.).
- Art Process: Process and schedule for selection of artists/artwork for the entry pylons.
- Visit to Airplane Museum

In addition, we will need base survey information (one hard copy plus electronic format), any existing geotechnical information, utility mapping, zoning and other relevant mapping or plan information, and copies of applicable ordinances and other regulations. The

topographic survey should include the following information for the District parcels and included streets:

1. Spot elevations, top & bottom of curbs, center line of street grades
2. One foot contours
3. Above and below ground utility information for water, sanitary sewer, storm drainage electric, telephone, gas, service points to existing buildings, etc.(rim elevations, invert elevations, pipe size & material, voltage and duct size)
4. Tree survey including sizes and species
5. Extent of pavements, curbs, walls, and other site elements, including materials and street surface features
6. Property Line information for surrounding parcels
7. Elevations for entries of surrounding existing buildings, including DART station

Thanks for your assistance and don't hesitate to call David Clough or me if you have questions or comments. Let us know your thoughts regarding these issues. Have we left anything out?

We look forward to meeting with you and your colleagues next week.