

BELT LINE STREET SCAPE

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 10/10/05 Claim # _____ Check \$ 616.26

Vendor No. _____
 Vendor Name HNTB CORPORATION
 Address P.O. BOX 802741
 Address KANSAS CITY, MO. 64180-2741
 Address _____
 Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	47	000	56570	52300		616.26

TOTAL \$ 616.26

EXPLANATION FINAL PAYMENT TO HNTB CORPORATION
FOR CONSTRUCTION SERVICES ON BELT LINE RD.

Nancy S. Clume
Store Chairman

September 28, 2005

HNTB

Mr. Steve Chutchian, P.E.
Assistant City Engineer
Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

**RE: BELTLINE ROAD REHABILITATION
HNTB PROJECT NO. 40316**

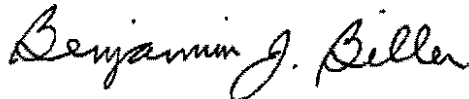
Dear Mr. Chutchian:

Enclosed please find our Invoice Numbers 10-40316-CN-001 for professional services in connection with the above referenced project.

If any further information is necessary to process these invoices for payment, please feel free to contact Scott Forbes at 972-661-5626.

Sincerely,

HNTB CORPORATION



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

BJB/ss0

Enclosures

cc: Scott Forbes - Plano
Finance

The HNTB Companies
Engineers Architects Planners

5910 W Plano Parkway
Suite 200
Plano, TX 75093

Telephone (972) 661-5626
Facsimile (972) 661-5614
www.hntb.com

September 28, 2005

HNTB

TOWN OF ADDISON
Steve Chutchian, P.E.
Assistant City Engineer
P.O. Box 9010
Addison, Texas 75001-9010

In Account With

HNTB CORPORATION

Correspondence Address:
5910 West Plano Parkway, Suite 200
Plano, TX 75093

Remittance Address:
P.O. Box 802741
Kansas City, MO 64180-2741

Invoice No. 10-40316-CN-001

MAXIMUM: \$ 97,502.00

Professional services in connection with the construction services for the Beltline Road Rehabilitation.

For the period: July 2, 2005 through August 26, 2005

DIRECT PAYROLL COSTS (Detail Attached):

\$ 215.64 x 3.00 \$ 646.92

REIMBURSABLE EXPENSES (Detail Attached):

\$ 65.43 x 1.00 \$ 65.43

Total Amount Earned This Period \$ 712.35
Plus Previously Invoiced 96,885.74

Total Amount Earned To Date 97,598.09
CONTRACT MAXIMUM 97,502.00
Less Previously Invoiced 96,885.74

AMOUNT DUE THIS INVOICE \$ 616.26

HNTB Corporation — Project Status Report

Project	Beltline Road Pavement Rehabilitation (Marsh Lane to Dallas North Tollway)
Client	Town of Addison, Texas
Report No.	9
Time Period	July 2, 2005 through August 26, 2005
Prepared By	WSF

Work Started or Progressed

- Working on project closeout.

Work Completed

- Assisted Town with project closeout.

Work Scheduled to be Performed During Next Report Period

-



BILLING REPORT
 BILL4 By Segment



Direct Payroll

Dates: 07/02/05 through 08/26/05

Job	40316	Beltline Road Rehabilitation	E/O	Biller, BJ (01735)	Ofc	003
Ph Seg	CN-001	Construction Services	P/M	Forbes, WS (13791)	Ofc	003
			B/O	Dallas TX	Ofc	003
			B/F	HNTB CORPORATION		

Ofc	EmpNo	Employee	Emp Firm	Shift Code	Transxn Type	Rate	Hours	Amount	Remarks
003	13674	Holder, Jerry D	HI			70.32	2.00	140.64	Regular
003	13817	Sanford, Debra L	HI			25.00	3.00	75.00	Regular

Total Labor Distribution

Billing Item: 40316-CN-001 5.00 215.64 Regular

BILLING REPORT

4E by Job, Phase, Segment



Expense Task Distribution

Dates: 07/02/2005 through 08/26/2005

Job 40316	Bellline Road Rehabilitation	E/O 01735	Benjamin J. Biller	Ofc 003
Phase CN	CONSTRUCTION	PM 13791	William Scott Forbes	Ofc 003
Seg 001	Construction Services	BO Dallas TX		Ofc 003

Contracting Entity HNTB CORPORATION

Task/Description	DB	Fi	Ofc	Effective Date	Journal Name	Description	Amount
E021 PRINT, REPRO, AND RE							
	CE	HI	003	07/29/05	Payables Journal for JUL-2005	ABC IMAGING INC.-917883-Repoduction Charges	0.20
Total - Task E021 PRINT, REPRO, AND RE							0.20
E027 SUBSISTENCE							
	CE	HI	003	08/16/05	Payables Journal for AUG-2005	Ebeling, Michael Wayne (23242)-ER072805MWE-	65.23
Total - Task E027 SUBSISTENCE							65.23
Total - Expense Charges							65.43

* Copies of Original Substantiation for Subsistence required by IRC 274(d) are available.



Texas Bituthin Division
 2121 Irving Blvd, P.O. Box 224048 Dallas, Texas 75222-4048
 (214) 741-3531 FAX (214) 742-3540

TO: Town of Addison
 P.O. Box 8610
 Addison, Tx. 75001

JOB # : 382868
 JOB : Town of Addison
 Beltline Road Resurfacing

BeltLine-APAC

ESTIMATE # 1 REVISED

FROM: TO: 429406

APAC ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	UNIT PRICE	CONTRACT AMOUNT	QUANTITY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE
0001	R & R REINF. CONCRETE 8"	SY	35	360.00	\$12,600.00	11.40	\$4,104.00	11.40	\$4,104.00
0002	HOT MIX ASPHALT TYPE D	SY	100,300	4.00	\$401,200.00	68,783.00	\$275,132.00	68,783.00	\$275,132.00
0003	PRIME COAT	GAL	8,100	0.45	\$3,645.00	8,100.00	\$3,645.00	8,100.00	\$3,645.00
0004	PAVEMENT WEDGE MILLING 6"	LF	20,100	1.75	\$35,175.00	20,100.00	\$35,175.00	20,100.00	\$35,175.00
0005	PAVEMENT WEDGE MILLING 8"	LF	18,300	2.60	\$46,780.00	18,300.00	\$46,780.00	18,300.00	\$46,780.00
0006	PAVEMENT BUTT JOINT & INTERSECTION	SY	8,000	4.50	\$36,000.00	8,000.00	\$36,000.00	8,000.00	\$36,000.00
0007	REINFORCED HIGH DENSITY STRESS	LF	58,250	2.15	\$124,937.50	57,185.00	\$122,854.75	57,185.00	\$122,854.75
0008	ADJ VALVE BOXES	EA	15	300.00	\$4,500.00	15.00	\$4,500.00	15.00	\$4,500.00
0009	ADJ VALVE BOXES	EA	64	120.00	\$7,680.00	64.00	\$7,680.00	64.00	\$7,680.00
0010	TRAFFIC CONTROL	L8	1	10,500.00	\$10,500.00	1.00	\$10,500.00	1.00	\$10,500.00
0011	TRAFFIC MARKERS 4" LEAD	EA	850	3.40	\$2,890.00	850.00	\$2,890.00	850.00	\$2,890.00
0012	TRAFFIC MARKERS 4" ROUND	EA	7,850	2.80	\$22,010.00	8,340.00	\$24,284.00	8,340.00	\$24,284.00
0013	THERMOPLASTIC REFLECTORIZED 5TQ	LF	1,755	4.70	\$8,248.50	1,450.00	\$6,815.00	1,450.00	\$6,815.00
0014	PAINTED REFLECTORIZED CROSSWALK	LF	2,990	1.06	\$3,168.90	3,100.00	\$3,286.00	3,100.00	\$3,286.00
0015	THERMOPLASTIC REFLECTORIZED 4U	LF	1,120	2.10	\$2,352.00	1,285.00	\$2,718.50	1,285.00	\$2,718.50
0016	THERMOPLASTIC REFLECTORIZED WQ	EA	31	189.00	\$5,859.00	31.00	\$5,859.00	31.00	\$5,859.00
0017	THERMOPLASTIC REFLECTORIZED LE	EA	58	78.00	\$4,524.00	58.00	\$4,524.00	58.00	\$4,524.00
0018	THERMOPLASTIC REFLECTORIZED RIG	EA	18	78.00	\$1,404.00	18.00	\$1,404.00	18.00	\$1,404.00
0019	THERMOPLASTIC REFLECTORIZED STR	EA	6	468.00	\$2,808.00	6.00	\$2,808.00	6.00	\$2,808.00
0020	THERMOPLASTIC REFLECTORIZED CC	EA	3	130.00	\$390.00	3.00	\$390.00	3.00	\$390.00
0021	PAVEMENT MARKING CONTINGENCY	L8	1	4,000.00	\$4,000.00	0.00	\$0.00	0.00	\$0.00
0022	LOOP DETECTORS	EA	308	6.06	\$1,869.48	383.00	\$2,317.15	383.00	\$2,317.15
0023	FREIGHT ON ADDED PAV PREP FABRIC	EA	1	1,900.00	\$1,900.00	1.00	\$1,900.00	1.00	\$1,900.00
0024	EXTRA WORK MILLING	L8	-	23,650.00	\$0.00	1.00	\$23,650.00	1.00	\$23,650.00
0025	EXTRA WORK ASPHALT & FABRIC	SY	-	12.50	\$0.00	4,650.00	\$58,166.00	4,650.00	\$58,166.00

WORK COMPLETED	\$738,765.00	\$738,765.00
RETAINAGE	0.00%	\$0.00
LESS DEDUCTIONS		
SUB-TOTAL		\$738,765.00
ORIGINAL CONTRACT AMOUNT		\$738,765.00

[Signature]
 APAC-TEXAS INC

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 9/12/05 Claim # _____ Check \$ 534,529.40

Vendor No. _____
 Vendor Name APAC-TEXAS, INC.
 Address TEXAS BITULITHIC DIVISION
 Address 2121 IRVING BLVD.
 Address DALLAS, TEXAS 75207
 Zip Code ATTN: S. B. ROBERTSON
DIVISION PRESIDENT

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	47	000	58110	52300		534,529.40

TOTAL # 534,529.40

EXPLANATION FINAL PAYMENT FOR BELT LINE RD.
RESURFACING, AS PER COUNCIL APPROVAL ON
SEPT. 6, 2005

Authorized Signature _____

Finance _____

ASHLAND.

APAC-Texas, Inc.

Stephen B. Robertson
Division President

A subsidiary of Ashland Paving And Construction, Inc.
Texas Bitulithic Division
2121 Irving Boulevard, Dallas, TX 75207
P.O. Box 224048, Dallas, TX 75222-4048
Tel: 214 741-3531, Fax: 214 742-3540

August 23, 2005

RECEIVED
AUG 25 2005

CITY MANAGER

Mr. Ron Whitehead
City Manager
Town of Addison
P. O. Box 9010
Addison, Texas 75001-9010

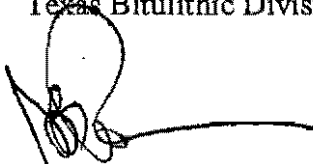
Dear Mr. Whitehead:

John Walker has forwarded to me your letter to him of August 18, 2005. While we still do not agree with the Town's position on the facts, we will reluctantly accept your offer of \$534,529.40 in order to settle the issue and move on.

We will submit the Affidavit of Bills Paid and the Surety Consent form in the very near future. At that time, please forward our check through the normal channels.

Yours very truly,

APAC-TEXAS, INC.
Texas Bitulithic Division



S. B. Robertson
Division President

SBR/tm
cc: John Walker

apac

Council Agenda Item: _____

SUMMARY:

This item is for final payment and acceptance of improvements performed by APAC-Texas, Inc., for construction of the Belt Line Road Pavement Rehabilitation, from Marsh Lane to Dallas North Tollway.

FINANCIAL IMPACT:

Original Construction Cost: \$730,766.00
Final Construction Cost: \$534,529.40
Funding Source: \$1.25 million from the proceeds of the 2004 sale of General Obligation Bonds.

BACKGROUND:

The Belt Line Road project was awarded by Council in October 2004 to improve a deteriorated pavement surface. The contract stipulated that all construction must be completed by November 15, 2004, which was 25 calendar days from the Notice to Proceed date of October 17, 2004. An incentive/disincentive provision was also included, whereby; the contractor would be awarded \$20,000 per day for early completion, with a five day maximum. The disincentive amount was \$10,000 per day for every day that construction exceeded the contractual deadline. APAC, Texas, Inc. submitted the lowest responsive bid, in the amount of \$730,766.00. During construction, the Contractor was awarded an additional three calendar days to complete the project due to a change in scope of work related to the application of jointing strips on the existing pavement.

However, the Contractor was unable to substantially complete the project until December 13, 2004. This represented a 30 calendar day increase over the original amount of time established in the contract. At the rate of \$10,000 per day, this placed the Contractor in a position of being subject to a disincentive amount of \$300,000, which the contractor disputed. The Town and Contractor met several times in order to reach an accord on the amount of final disincentive that should be imposed upon the Contractor. After extensive negotiations with the Town of Addison, the Contractor agreed on a final payment settlement of \$534,529.40 (see attachment). The Contractor has submitted the Affidavit of Bills Paid and Consent of Surety Company To Final Payment for this project.

RECOMMENDATION

Staff recommends that Council authorize first and final payment of \$534,529.40 to APAC-Texas, Inc., and accept construction of the Belt Line Road Pavement Rehabilitation, from Marsh Lane to Dallas North Tollway project.

ASHLAND

APAC-Texas, Inc.

Stephen B. Robertson
Division President

A subsidiary of Ashland Paving And Construction, Inc.
Texas Bitulithic Division
2121 Irving Boulevard, Dallas, TX 75207
P.O. Box 224048, Dallas, TX 75222-4048
Tel: 214 741-3531, Fax: 214 742-3540

August 23, 2005

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AUG 25 2005

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City Manager
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P. O. Box 9010
Addison, Texas 75001-9010

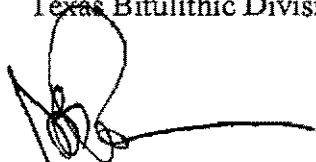
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Yours very truly,

APAC-TEXAS, INC.
Texas Bitulithic Division



S. B. Robertson
Division President

SBR/tm
cc: John Walker

apac

Steve Chutchian

From: Nancy Cline
Sent: Saturday, September 10, 2005 5:17 PM
To: Steve Chutchian
Subject: Fw: APAC Payment

Steve,

Please prepare a PAM for APAC.

Thank you,
Nancy

Sent from my BlackBerry Wireless Handheld

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

From: Randy Moravec <rmoravec@ci.addison.tx.us>
To: Nancy Cline <ncline@ci.addison.tx.us>
Sent: Sat Sep 10 16:46:51 2005
Subject: APAC Payment

Nancy,

I am waiting for you to generate a PAM (payment authorization memo) for the \$534,529.40 that we have agreed to pay APAC for the asphalt work on Belt Line. As soon as I get this from you, we will process payment.

By the way, I'm almost finished with the PowerPoint presentation and should be able to show you it Monday morning.

Randy

Stephen B. Robertson
Division President

A subsidiary of Ashland Paving And Construction, Inc.
Texas Bitulithic Division
2121 Irving Boulevard, Dallas, TX 75207
P.O. Box 224048, Dallas, TX 75222-4048
Tel: 214 741-3531, Fax: 214 742-3540

August 23, 2005

RECEIVED
AUG 25 2005

CITY MANAGER

Mr. Ron Whitehead
City Manager
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P. O. Box 9010
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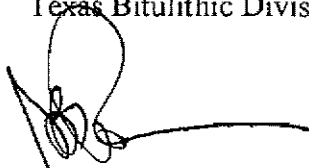
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Yours very truly,

APAC-TEXAS, INC.
Texas Bitulithic Division



S. B. Robertson
Division President

SBR/tm
cc: John Walker

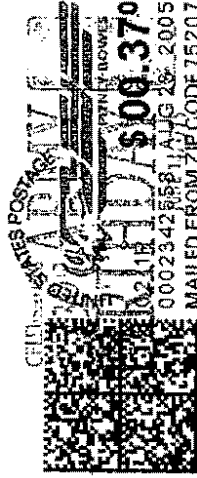
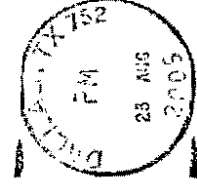
ASHLAND®

APAC-Texas, Inc.
A subsidiary of Ashland Paving And Construction, Inc.
Texas Bitulithic Division
P.O. Box 224048
Dallas, TX 75222-4048

R E C E I V E D

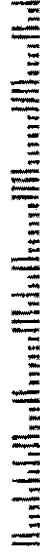
AUG 25 2005

CITY MANAGER



Mr. Ron Whitehead
City Manager
TOWN OF ADDISON, TEXAS
P. O. Box 9010
Addison, Texas 75001-9010

75001-9010



CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT
AIA DOCUMENT C707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

RECEIVED
AUG 25 2005
CITY MANAGER

PROJECT: BELT LINE ROAD PAVEMENT REHABILITATION FROM MARSH LANE
(name, address) TO THE DALLAS NORTH TOLLWAY

TO (Owner)

Town of Addison
P. O. Box 9010
Addison, Texas 75001

ARCHITECT'S PROJECT NO: N/A
CONTRACT FOR: Pavement Rehab.

CONTRACT DATE: October 12, 2004

CONTRACTOR: APAC-Texas, Inc.
P.O. Box 224048
Dallas, TX 75222-4048

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

Liberty Mutual Insurance Company
P.O. Box 11765
Lexington, KY 40577-1765
, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

APAC-Texas, Inc.
P. O. Box 224048
Dallas, Texas 75222-4048
, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Town of Addison, Texas
, OWNER.

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 23rd day of August, 2005.

Liberty Mutual Insurance Company
Surety Company

Lois Scott
Signature of Authorized Representative
Lois Scott
Attorney-In-Fact
Title

Attest:
(Seal) *Jolly A. Granger*

NOTE: This form is to be used as a companion document to AIA DOCUMENT C706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

1163119

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

LINDA EDWARDS, ROBERT C. FRICKE, BETTYE ANN ROGERS, JAMES F. SIDDON, ROBERT C. SIDDON, STEVEN B. SIDDON, DOUGLAS J. WEALTY, HOLLY A. GRAVENOR, LORRIE SCOTT, ALL OF THE CITY OF FORT WORTH, STATE OF TEXAS

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY-FIVE MILLION AND 00/100** DOLLARS (\$ **25,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Timothy C. Mulloy, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of January, 2003.

LIBERTY MUTUAL INSURANCE COMPANY

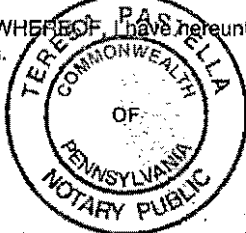


By Timothy C. Mulloy
Timothy C. Mulloy, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of January, 2003, before me, a Notary Public, personally came Timothy C. Mulloy, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2005
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 23rd day of August, 2005.



By John F. X. Hee
John F. X. Hee, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

FINAL

RECEIVED

AUG 25 2005

AFFIDAVIT AND RELEASE OF LIEN RIGHTS

CITY MANAGER


STATE OF TEXAS
COUNTY OF DALLAS

Personally appeared before the undersigned authority came _____
Stephen D. Millington who being sworn, deposed and said on oath that:

WHEREAS the said APAC-TEXAS, INC.
has been employed by the Town of Addison
to furnish labor and/or materials for a project located at _____
Belt Line Rd., Addison, Texas Marsh to Dallas N. Tollway

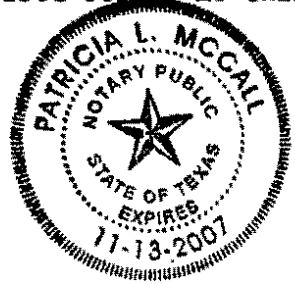
NOW KNOW YE THEREFORE, that the undersigned, (upon/~~XXXXXX~~)
receipt of \$ 534,529.40, being payment in full (~~XXXXXX~~/inclusive)
of retained money, for all labor and/or materials furnished by the said
undersigned up to and including April 30th, ~~XX~~2005 the said undersigned
hereby waives and releases any and all lien or claim of right of lien on
said building or premises on account of labor and/or material furnished and
further states that all taxes, State, Local and Federal, and all labor hired
by him and all material purchased by him and used in the construction of said
project have been paid in full and that the said undersigned will defend the
owners of said building against any liens or other claims made by said laborers
or suppliers of materials used in the construction of said building.


This the 23rd day of August, ~~XX~~2005.



Stephen D. Millington
Secretary/Treasurer

Sworn to and subscribed before me this the 23rd day of August, ~~XX~~2005.





Notary Public, State of TEXAS
My Commission Expires 11/13/07

July 29, 2005

HNTB

Mr. Steve Chutchian, P.E.
Assistant City Engineer
Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

**RE: BELTLINE ROAD REHABILITATION
HNTB PROJECT NO. 40316**

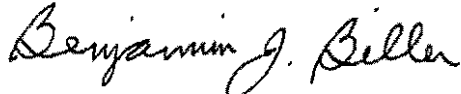
Dear Mr. Chutchian:

Enclosed please find our Invoice Numbers 9-40316-CN-001 for professional services in connection with the above referenced project.

If any further information is necessary to process these invoices for payment, please feel free to contact Scott Forbes at 972-661-5626.

Sincerely,

HNTB CORPORATION



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

BJB/sso

Enclosures

cc: Scott Forbes - Plano
Finance

HNTB Corporation — Project Status Report

Project:	Beltline Road Pavement Rehabilitation (Marsh Lane to Dallas North Tollway)
Client:	Town of Addison, Texas
Report No.:	8
Time Period:	May 28, 2005 through July 1, 2005
Prepared By:	WSF

Work Started or Progressed

- Working on project closeout.

Work Completed

- Reviewed Contractor Pay Request. Discussed Pay Request with Town.

Work Scheduled to be Performed During Next Report Period

- Continue to assist Town with project closeout.



**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 8/3/05 Claim # _____ Check \$ 819.12

Vendor No. _____
 Vendor Name HNTB CORPORATION
 Address P.O. BOX 802741
 Address KANSAS CITY, MO. 64180-2741
 Address _____
 Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	47	000	56570	52310		819.12

TOTAL \$ 819.12

EXPLANATION BELT LINE RD. RESURFACING DESIGN

Steve Chittiman
 Authorized Signature

Finance

HNTB

July 29, 2005

TOWN OF ADDISON
Steve Chutchian, P.E.
Assistant City Engineer
P.O. Box 9010
Addison, Texas 75001-9010

In Account With

HNTB CORPORATION

Correspondence Address:
5910 West Plano Parkway, Suite 200
Plano, TX 75093

Remittance Address:
P.O. Box 802741
Kansas City, MO 64180-2741

Invoice No. 9-40316-CN-001

MAXIMUM: \$ 97,502.00

Professional services in connection with the construction services for the Beltline Road Rehabilitation.

For the period: May 28, 2005 through July 1, 2005

DIRECT PAYROLL COSTS (Detail Attached):

\$	264.39	x	3.00	\$	793.17
----	--------	---	------	----	--------

REIMBURSABLE EXPENSES (Detail Attached):

\$	25.95	x	1.00	\$	<u>25.95</u>
----	-------	---	------	----	--------------

Total Amount Earned This Period	\$	819.12
Plus Previously Invoiced		<u>96,066.62</u>

Total Amount Earned To Date	\$	96,885.74
Less Previously Invoiced		<u>96,066.62</u>

AMOUNT DUE THIS INVOICE	\$	<u>819.12</u>
--------------------------------	-----------	----------------------

*OK to PAY
526
8/3/05*

BILLING REPORT
 BILL4 By Segment



Direct Payroll

Dates: 5/28/2005 through 7/1/2005

Job	40316	Beltline Road Rehabilitation	E/O	Biller, BJ (01735)	Ofc.	003
Ph Seg	CN-001	Construction Services	P/M	Forbes, WS (13791)	Ofc	003
			B/O	Dallas TX	Ofc	003
			B/F	HNTB CORPORATION		

Ofc	EmpNo	Employee	Emp Firm	Shift Code	Transxn Type	Rate	Hours	Amount	Remarks
003	13674	Holder, Jerry D	HI			63.77	3.00	191.31	Regular
003	13817	Sanford, Debra	HI			24.04	1.50	36.06	Regular
			HI			25.00	1.00	25.00	Regular
			HI			24.04	0.50	12.02	Reg-Ovt

Total Labor Distribution

Billing Item: 40316-CN-001	5.50	252.37	Regular
	.50	12.02	Reg-Ovt
	6.00	264.39	Total

BILLING REPORT

4E by Job, Phase, Segment



Expense Task Distribution

Dates: 05/28/2005 through 07/01/2005

Job 40316	Beltline Road Rehabilitation	E/O 01735	Benjamin J. Biller	Ofc 003
Phase CN	CONSTRUCTION	PM 13791	William Scott Forbes	Ofc 003
Seg 001	Construction Services	BO	Dallas TX	Ofc 003

Contracting Entity HNTB CORPORATION

Task/Description	DB	FI	Ofc	Effective Date	Journal Name	Description	Amount
E020 MATERIALS AND SUPPLI							
	CE	HI	003	06/27/05	Payables Journal for JUL-2005	LONE STAR OVERNIGHT-3305514-	25.95
Total - Task E020 MATERIALS AND SUPPLI							<u>25.95</u>
Total - Expense Charges							<u><u>25.95</u></u>

* Copies of Original Substantiation for Subsistence required by IRC 274(d) are available.

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 12/17/04

Claim # _____

Check \$ 50,135.64

Vendor No. _____

Vendor Name HNTB CORPORATION

Address P.O. BOX 802741

Address KANSAS CITY, MO. 64180-2741

Address _____

Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	47	000	56570	52300		50,135.64

TOTAL \$ 50,135.64

EXPLANATION

BELT LINE RD. RESURFACING DESIGN

Steve Chutehain
Authorized Signature

Finance



ARCHITECTS ENGINEERS PLANNERS

December 10, 2004

TOWN OF ADDISON
Mr. James C. Pierce, Jr., P.E.
Assistant Public Works Director
P.O. Box 9010
Addison, Texas 75001-9010

In Account With

HNTB CORPORATION

Correspondence Address:
5910 West Plano Parkway, Suite 200
Plano, TX 75093

Remittance Address:
P.O. Box 802741
Kansas City, MO 64180-2741

Invoice No. 5-40316-CN-001

MAXIMUM: \$ 66,207.00

Professional services in connection with the construction services for the Beltline Road Rehabilitation.

For the period: October 23, 2004 through November 19, 2004

DIRECT PAYROLL COSTS (Detail Attached):

\$ 16,624.55 x 3.00 \$ 49,873.65

REIMBURSABLE EXPENSES (Detail Attached):

\$ 261.99 x 1.00 \$ 261.99

Total Amount Earned This Period \$ 50,135.64
Plus Previously Invoiced 13,313.40

Total Amount Earned To Date \$ 63,449.04
Less Previously Invoiced 13,313.40

AMOUNT DUE THIS INVOICE \$ 50,135.64

o.k. to pay!
S2C
12/17/04

**Expense Task Distribution
by Job, Phase, Segment
10/23/2004 - 11/19/2004**

CENTRAL DIVISION

Job 40316	Beltline Road Rehabilitation	E/O 01735	Benjamin J. Biller	Ofc 003
Phase CN	CONSTRUCTION	PM 13674	Jerry Dale Holder	Ofc 003
Seg 001	Construction Services	BO Dallas TX		Ofc 003

Contracting Entity HNTB CORPORATION

<u>Task/Description</u>	<u>DB</u>	<u>FI</u>	<u>Ofc</u>	<u>Effective Date</u>	<u>Journal Name</u>	<u>Description</u>	<u>Amount</u>
E020 MATERIALS AND SUPPLI							
	CE	HI	134	11/15/04	Payables Journal for NOV-2004	LONE STAR OVERNIGHT~3079584~	8.49
Total - Task E020 MATERIALS AND SUPPLI							8.49
E027 TRAVEL							
	CE	HI	134	11/16/04	JE 11-017	OCTOBER MILEAGE	253.50
Total - Task E027 TRAVEL							253.50
Total - Expense Charges							261.99

* Copies of Original Substantiation for Subsistence required by IRC 274(d) are available.



Billing Report

BILL4
By Segment

Direct Payroll

10/23/2004 Thru 11/19/2004

Job	40316 Beltline Road Rehabilitation	E/O	Billar, BJ (01735)	Ofc	003
Ph Seg	CN-001 Construction Services	P/M	Holder, JD (13674)	Ofc	003
		B/O	Dallas TX	Ofc	003
		B/F	HNTB CORPORATION		

Ofc	EmpNo	Employee	Emp Firm	Shift Code	Transxn Type	Rate	Hours	Amount	Remarks
003	13669	Filer, Daniel J	HI			23.80	12.00	285.60	Regular
			HI			23.80	3.00	71.40	Reg-Ovt
003	13674	Holder, Jerry D	HI			61.91	42.00	2,600.22	Regular
			HI			61.91	4.00	247.64	Reg-Ovt
003	13791	Forbes, William S	HI			53.85	26.00	1,400.10	Regular
134	23242	Ebeling, Michael W	HI			57.51	120.00	6,901.20	Regular
			HI			57.51	89.00	5,118.39	Reg-Ovt

Total Labor Distribution

Billing Item: 40316-CN-001	200.00	11,187.12	Regular
	96.00	5,437.43	Reg-Ovt
	296.00	16,624.55	Total

SECTION CA

CONTRACT AGREEMENT

SECTION CA
CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 12th day of October, 2004, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its Mayor or City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and APAC – Texas, Inc., of the City of Dallas, County of Dallas, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

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

BELT LINE ROAD PAVEMENT REHABILITATION FROM MARSH LANE TO THE DALLAS NORTH TOLLWAY.

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

The CONTRACTOR hereby agrees to commence work within three (3) calendar days after the date of written notice to do so has been given to him, and to complete all work within twenty-five (25) calendar days after he commences work, subject to such extensions or reductions of time as are provided by these Contract Documents.

The OWNER agrees to pay the CONTRACTOR \$730,766.00 in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

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

TOWN OF ADDISON
(OWNER)

ATTEST:

BY: Ron Whitehead

CMORAN
City Secretary

APAC - Texas, Inc.
Party of the Second Part
(CONTRACTOR)

ATTEST:

Sept D Millington
Stephen D. Millington
Secretary/Treasurer

By: Kirk D. Morris
Kirk D. Morris
Area Manager III

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

Stephen D. I, Millington, certify that I am the secretary of the corporation named as CONTRACTOR herein; that Kirk D. Morris, who signed this Contract on behalf of the CONTRACTOR is the Area Manager III of said corporation; that said Belt Line Road Pavement Rehabilitation From Marsh Lane to Dallas North Tollway Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: Sept D Millington
Stephen D. Millington
Secretary/Treasurer

Corporate Seal

SECTION PrB

PERFORMANCE BOND

Bond No.: 14-029-075

SECTION PrB
PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

Date Bond Executed: October 12, 2004

PRINCIPAL: APAC – Texas, Inc.

SURETY: Liberty Mutual Insurance Company, Federal Insurance Company and Travelers Casualty and Surety Company of America

PENAL SUM OF BOND (express in words and figures): Seven Hundred Thirty Thousand Seven Hundred Sixty-Six Dollars and 00/100 (\$730,766.00)

DATE OF CONTRACT: October 12, 2004

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held firmly bound unto The Town of Addison, Texas, hereinafter called the OWNER, in the penal sum of the amount stated above, for the payment of which sum and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas the PRINCIPAL entered into a certain Contract with the OWNER, numbered and dated as shown above and attached hereto;

NOW THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the OWNER, with or without notice to the SURETY, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications of said SURETY being hereby waived, then this obligation to be void, otherwise in full force and effect.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

SEAL

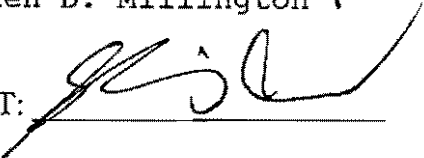
APAC – Texas, Inc.
CONTRACTOR

By: 
Kirk D. Morris

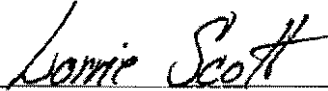
Address: P.O. Box 224048

Dallas, TX 75222-4048

WITNESS 
Stephen D. Millington


ATTEST: 

Liberty Mutual Insurance Company
SURETY

By: 

Lorrie Scott, Attorney-In-Fact

Federal Insurance Company
SURETY

By: 

Lorrie Scott, Attorney-In-Fact

Travelers Casualty and Surety
Company of America
SURETY

By: 

Lorrie Scott, Attorney-In-Fact

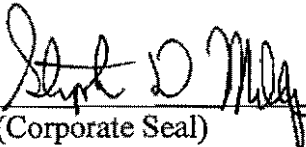
Address: 4021 Hwy 377 South

Fort Worth, TX 76116

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

Stephen D. Millington
I, _____, certify that I am the secretary of the corporation named as PRINCIPAL in the within bond that Kirk D. Morris, who signed the said bond on behalf of the PRINCIPAL, is the Attorney-In-Fact of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.



(Corporate Seal)

Stephen D. Millington
Secretary/Treasurer

SECTION PyB

PAYMENT BOND

SECTION PyB
PAYMENT BOND

STATE OF TEXAS

COUNTY OF DALLAS

Date Bond Executed: October 12, 2004

PRINCIPAL: APAC – Texas, Inc.

SURETY: Liberty Mutual Insurance Company, Federal Insurance Company and Travelers
Casualty and Surety Company of American

PENAL SUM OF BOND (express in words and figures): Seven Hundred Thirty Thousand Seven
Hundred Sixty-Six Dollars and 00/100 (\$730,766.00)

DATE OF CONTRACT: October 12, 2004

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held firmly bound unto The Town of Addison, Texas, hereinafter called the OWNER, in the penal sum of the amount stated above, for the payment of which sum and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas the PRINCIPAL entered into a certain Contract with the OWNER, numbered and dated as shown above and attached hereto;

NOW THEREFORE, if the PRINCIPAL shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then this obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

SEAL

APAC – Texas, Inc.
CONTRACTOR


By: 
Kirk D. Morris

Address: P.O. Box 224048

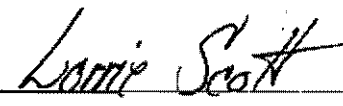
Dallas, TX 75222-4048

WITNESS 
Stephen D. Millington

SEAL

ATTEST: 

Liberty Mutual Insurance Company
SURETY

By: 

Lorrie Scott, Attorney-In-Fact

Federal Insurance Company
SURETY

By: 

Lorrie Scott, Attorney-In-Fact

Travelers Casualty and Surety
Company of America
SURETY

By: 

Lorrie Scott, Attorney-In-Fact

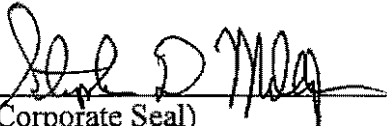
Address: 4021 Hwy 377 South

Fort Worth, TX 76116

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

Stephen D. Millington
I, Stephen D. Millington, certify that I am the secretary of the corporation named as PRINCIPAL in the within bond that Kirk D. Morris, who signed the said bond on behalf of the PRINCIPAL, is the Attorney-In-Fact said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.



(Corporate Seal)
Stephen D. Millington
Secretary/Treasurer

SECTION MB

MAINTENANCE BOND

SECTION MB
MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

That APAC – Texas, Inc. as principal and Liberty Mutual Insurance Company, a corporation organized under the laws of Massachusetts and Federal Insurance Company, a corporation organized under the laws of Indiana and Travelers Casualty and Surety Company of American, a corporation organized under the laws of Connecticut as sureties, said sureties being authorized to do business in the State of Texas, do hereby expressly acknowledge themselves to be held and bound to pay unto the Town of Addison, Texas, a duly incorporated home rule municipal corporation under the laws of the State of Texas, the sum of

Seven Hundred Thirty Thousand Seven Hundred Sixty-Six Dollars and 00/100

(\$730,766.00) for the payment of which sum will and truly to be made unto said Town of Addison and its successors, said principal and sureties do hereby bind themselves, their assigns and successors, jointly and severally.

This obligation is conditioned, however, that whereas said:

APAC – Texas, Inc.

has this day entered into a written contract with the said Town of Addison to build and construct the

BELTLINE ROAD PAVEMENT REHABILITATION FROM MARSH LANE TO THE
DALLAS NORTH TOLLWAY.

which contract and the Plans and Specifications therein mentioned adopted by the Town of Addison, are hereby expressly made a part hereof as though the same were written and embodied herein.

WHEREAS, under the Plans, Specifications and Contract it is provided that the Contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance, and to do and perform all necessary work and repair any defective condition growing out of or arising from the improper joining of the same, or on account of any breaking of the same caused by the said Contractor in laying or building the same, or on account of any defect arising in any of said part of said work laid or constructed by the said Contractor; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by the said Contractor; and in case the said Contractor shall fail to do, it is agreed that the City may do said work and supply such materials, and charge the same against the said Contractor and sureties on this obligation; and the said Contractor and sureties hereon shall be subject to liquidated damages of \$1,000.00 for each day's failure on its part to comply with the terms of the said provisions of said contract.

NOW THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void and have no further effect; but if default shall be made by the said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said Town of Addison shall have and recover from the Contractor and its sureties damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said APAC-Texas, Inc. has caused these presents to be executed by Kirk D. Morris and the said Kirk D. Morris has hereunto set his hand this the 12th day of October, 2004.

PRINCIPAL

APAC-Texas, Inc.
By: [Signature]
Kirk D. Morris

ATTEST
[Signature]
Secretary / Treasurer
Stephen D. Millington

SEAL
ATTEST: [Signature]

Liberty Mutual Insurance Company
SURETY

By: [Signature]
Lorrie Scott, Attorney-In-Fact

Federal Insurance Company
SURETY

By: [Signature]
Lorrie Scott, Attorney-In-Fact

Travelers Casualty and Surety
Company of America
SURETY

By: [Signature]
Lorrie Scott, Attorney-In-Fact

Address: 4021 Hwy 377 South
Fort Worth, TX 76116

(Surety to Attach Power of Attorney)

NOTE: Date of Maintenance Bond must not be prior to date of Contract.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

1163313

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **LINDA EDWARDS, ROBERT C. FRICKE, BETTYE ANN ROGERS, JAMES F. SIDDON, ROBERT C. SIDDON, STEVEN B. SIDDON, DOUGLAS J. WEALTY, HOLLY A. GRAVENOR, LORRIE SCOTT, ALL OF THE CITY OF FORT WORTH, STATE OF TEXAS**.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY-FIVE MILLION AND 00/100******* DOLLARS (\$ **25,000,000.00*******) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Timothy C. Mulloy, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of January, 2003.

LIBERTY MUTUAL INSURANCE COMPANY

By Timothy C. Mulloy
Timothy C. Mulloy, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of January, 2003, before me, a Notary Public, personally came Timothy C. Mulloy, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2005
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 12th day of October, 2004.



By John F. X. Hee
John F. X. Hee, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn.: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Steven B. Siddons, Lorrie Scott and Holly A. Gravenor** of Ft. Worth, Texas -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations on behalf of **APAC-Texas, Inc.** -----

In connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney-in Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

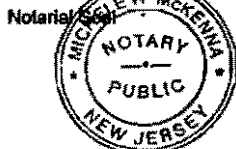
In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of July, 2004


Kenneth C. Wendel, Assistant Secretary

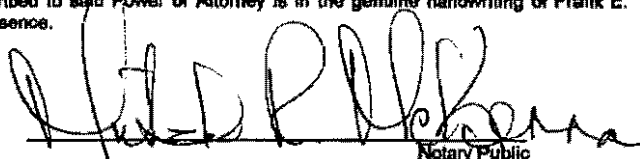

Frank E. Robertson, Vice President

STATE OF NEW JERSEY }
County of Somerset } ss.

On this 1st day of July, 2004 before me, a Notary Public of New Jersey, personally came **Kenneth C. Wendel**, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said **Kenneth C. Wendel** being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with **Frank E. Robertson**, and knows him to be Vice President of said Companies; and that the signature of **Frank E. Robertson**, subscribed to said Power of Attorney is in the genuine handwriting of **Frank E. Robertson**, and was thereto subscribed by authority of said By-Laws and in deponent's presence.



MICHELE R. MCKENNA
Notary Public State of New Jersey
No. 2229941
Commission Expires Sept. 25, 2004


Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, **Kenneth C. Wendel**, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U. S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 10th day of October, 2004




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com

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

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

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies"), hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Holly A. Gravenor, Lorrie Scott, Steven B. Siddons**, of Fort Worth, Texas, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

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

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

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

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

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

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

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 24th day of April 2001.

STATE OF CONNECTICUT

JSS. Hartford

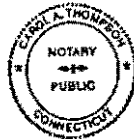
COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By *George W. Thompson*
George W. Thompson
Senior Vice President

On this 24th day of April, 2001 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



Carol A. Thompson
My commission expires December 31, 2002 Notary Public
Carol A. Thompson

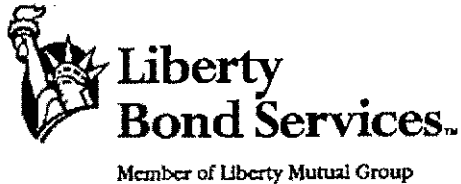
CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 12th day of October 2004



By *Kori M. Johanson*
Kori M. Johanson
Assistant Secretary, Bond



Important Notice

TO FILE A NOTICE OF CLAIM:

On a Bond issued by LIBERTY MUTUAL INSURANCE COMPANY you may contact:

Liberty Bond Services
Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644

(610) 832-8240

This notice is for information purposes only and does not become a part of or a condition of the attached document. It is given to comply with Section 2253.048, Government Code, and Section 53.202, Property Code, Effective September 1, 2001



IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond
Attn: Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3130
(267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

**NOTICE FROM SURETY REQUIRED BY
TERRORISM RISK INSURANCE ACT OF 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (referred to hereinafter as the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: Liberty Mutual Insurance Company; Liberty Mutual Fire Insurance Company; LM Insurance Corporation; The First Liberty Insurance Corporation; Liberty Insurance Corporation; Employers Insurance Company of Wausau (formerly "EMPLOYERS INSURANCE OF WAUSAU A Mutual Company"); Peerless Insurance Company; and any other company that is a part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Bond Services (referred to collectively hereinafter as the "Issuing Sureties").

NOTICE FORMS PART OF BOND

This notice forms part of surety bonds issued by any one or more of the Issuing Sureties.

DISCLOSURE OF PREMIUM

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

**DISCLOSURE OF FEDERAL PARTICIPATION
IN PAYMENT OF TERRORISM LOSSES**

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

[20004222] To: Department

2003-03-04 10:51:13 ET 004 of 4



IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

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

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

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

This Notice pertains to the following Surety Bond issued by a member insurer of the Chubb Group of Insurance Companies, including Federal Insurance Company, Vigilant Insurance Company and Pacific Indemnity Company.

Bond Number: 14-029-075

**POLICYHOLDER DISCLOSURE NOTICE
TERRORISM RISK INSURANCE ACT OF 2002**

You are hereby notified that pursuant to the Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, we are making available to you coverage for losses arising out of certain acts of international terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage for acts of terrorism is already included in the captioned Surety Bond.

You should know that, effective November 26, 2002, any losses caused by acts of terrorism covered by your Surety Bond will be partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States of America pays 90% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. The portion of your premium that is attributable to coverage for such acts of terrorism is zero, because we could not distinguish (and separately charge for) acts of terrorism from other causes of loss when we calculated your premium.

If you have any questions about this notice, please contact your agent or broker.



June 17, 2005

HNTB

Mr. Steve Chutchian, P.E.
Assistant City Engineer
Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

**RE: BELTLINE ROAD REHABILITATION
HNTB PROJECT NO. 40316**

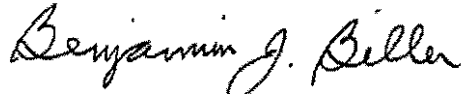
Dear Mr. Chutchian:

Enclosed please find our Invoice Numbers 8-40316-CN-001 for professional services in connection with the above referenced project.

If any further information is necessary to process these invoices for payment, please feel free to contact Scott Forbes at 972-661-5626.

Sincerely,

HNTB CORPORATION



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

BJB/sso

Enclosures

cc: Scott Forbes - Plano
Finance

HNTB Corporation — Project Status Report

Project:	Beltline Road Pavement Rehabilitation (Marsh Lane to Dallas North Tollway)
Client:	Town of Addison, Texas
Report No.:	7
Time Period:	April 30, 2005 through May 27, 2005
Prepared By:	WSF

Work Started or Progressed

- Contractor working on the project punch list to complete the project.

Work Completed

- Meeting with Town and Contractor to discuss construction pay estimate and project closeout.

Work Scheduled to be Performed During Next Report Period

- Assist Town with project closeout.
- Deliver to Town all relevant construction documentation generated as a result of the project.



**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 6/23/05 Claim # _____ Check \$ 2279.21

Vendor No. _____
 Vendor Name HNTB CORPORATION
 Address P.O. BOX 802741
 Address KANSAS CITY, MO. 64180-2741
 Address _____
 Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	47	000	5650	52300		2279.21

TOTAL \$ 2279.21
~~0.00~~

EXPLANATION CONSTRUCTION SERVICES BY HNTB
CORPORATION FOR BELT LINE RD. RESURFACING

Steve Chulchian
 Authorized Signature

Finance

HNTB

June 17, 2005

TOWN OF ADDISON
Steve Chutchian, P.E.
Assistant City Engineer
P.O. Box 9010
Addison, Texas 75001-9010

In Account With

HNTB CORPORATION

Correspondence Address:
5910 West Plano Parkway, Suite 200
Plano, TX 75093

Remittance Address:
P.O. Box 802741
Kansas City, MO 64180-2741

Invoice No. 8-40316-CN-001

MAXIMUM: \$ 97,502.00

Professional services in connection with the construction services for the Beltline Road Rehabilitation.

For the period: April 30, 2005 through May 27, 2005

DIRECT PAYROLL COSTS (Detail Attached):

\$ 759.52	x	3.00	\$ 2,278.56
-----------	---	------	-------------

REIMBURSABLE EXPENSES (Detail Attached):

\$ 0.65	x	1.00	<u>\$ 0.65</u>
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Total Amount Earned This Period	\$ 2,279.21
Plus Previously Invoiced	<u>93,787.41</u>

Total Amount Earned To Date	\$ 96,066.62
Less Previously Invoiced	<u>93,787.41</u>

AMOUNT DUE THIS INVOICE	<u>\$ 2,279.21</u>
--------------------------------	---------------------------

*OK to PAY!
SZC
6/23/05*

BILLING REPORT
 BILL4 By Segment



Direct Payroll

Dates: 4/30/2005 through 5/27/2005

Job	40316	Beltline Road Rehabilitation	E/O	Biller, BJ (01735)	Ofc	003
Ph Seg	CN-001	Construction Services	P/M	Forbes, WS (13791)	Ofc	003
			B/O	Dallas TX	Ofc	003
			B/F	HNTB CORPORATION		

Ofc	EmpNo	Employee	Emp Firm	Shift Code	Transxn Type	Rate	Hours	Amount	Remarks
003	13674	Holder, Jerry D	HI			63.77	9.00	573.93	Regular
003	13791	Forbes, William S	HI			53.85	3.00	161.55	Regular
003	13817	Sanford, Debra	HI			24.04	1.00	24.04	Regular

Total Labor Distribution

Billing Item: 40316-CN-001 13.00 759.52 Regular

BILLING REPORT

4E by Job, Phase, Segment

**Expense Task Distribution**

Dates: 04/30/2005 through 05/27/2005

Job	40316	Bellline Road Rehabilitation	E/O	01735	Benjamin J. Biller	Ofc	003
Phase	CN	CONSTRUCTION	PM	13791	William Scott Forbes	Ofc	003
Seg	001	Construction Services	BO	Dallas TX		Ofc	003

Contracting Entity HNTB CORPORATION

Task/Description	DB	Fi	Ofc	Effective Date	Journal Name	Description	Amount
E021 PRINT, REPRO, AND RE							
	CE	HI	003	05/27/05	Payables Journal for MAY-2005	ABC IMAGING INC.-0830867--Reproduction Charges	0.07
	CE	HI	003	05/27/05	Payables Journal for MAY-2005	ABC IMAGING INC.-0842705--Reproduction Charges	0.58
Total - Task E021					PRINT, REPRO, AND RE		0.65
						Total - Expense Charges	0.65

* Copies of Original Substantiation for Subsistence required by IRC 274(d) are available.

Run By Deanna Vaughan on 06/01/05 10:57 AM

Job=%, Firm=%, Billing Division=%, Billing Office=003, From Date=4/30/2005, To Date=5/27/2005, Expense Level=Default, Sort By=Job Number, Suppress Printing=NoSuppress

June 15, 2005

John, below is a list of events in chronological order that occurred on the Beltline Road Rehabilitation Project.

September 21, 2004 – Mandatory Pre-Bid Meeting

September 28, 2004 – Bid Opening

October 12, 2004 – Contract with APAC approved by Council (Item #R.12)

October 14, 2004 – Preconstruction Meeting

October 17, 2004 – Started Construction at 10:00 p.m. No asphalt paving, only concrete milling. (John, we have our inspectors nightly diaries if you need that detail in the future.)

October 21, 2004 – Started asphalt paving. (First night).

October 22, 2004 – Jerry Holder spoke with Pavetech International owner, Mr. Bob Ricard (sp?) concerning bumps in the first nights asphalt paving located at fabric locations.

October 22, 2004 – Jerry Holder and Michael Ebeling of HNTB met on site with Randy Blackburn and Kirk Morris of APAC to discuss bumps. HNTB presented APAC with a copy of the PavePrep Application Procedure showing the amplitude setting should be set to its lowest setting.

November 5, 2004 – HNTB letter sent to APAC informing them they need to submit a proposal plan of corrective action for the first nights paving that was deemed unacceptable. We state that “any and all costs associated with this repair shall be borne solely by APAC”

November 11, 2004 – APAC letter sent to HNTB stating they consider this a design problem and want HNTB to propose a solution

November 12, 2004 – HNTB letter sent to APAC reiterating the November 5 letter.

November 17, 2004 – APAC letter to HNTB stating their disagreement with November 12 letter and asking HNTB or Town of Addison to inform them in writing what will be the acceptable, and reasonable, extra work needed for the disputed asphalt.

November 19, 2004 – HNTB letter to APAC informing them it is their responsibility to submit a remediation plan and we do not consider this remediation effort “extra” work.

November 23, 2004 – APAC requests to work during the day of November 24, 2004 and shut down work after that until Monday night November 29, 2004.



Texas Bituthile Division
 2121 Irving Blvd, P.O. Box 224048 Dallas, Texas 75222-4048
 (214) 741-3531 FAX (214) 742-5540

TO: Town of Adolph
 P.O. Box 9810
 Adolph, Tx. 76001

JOB # : 982968
 JOB : Town of Adolph
 Bedline Road Resurfacing

ESTIMATE # 1 REVISED FROM: TO: 42006

APAC ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	UNIT PRICE	CONTRACT AMOUNT	QUANTITY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE
0001	R & R REIN. CONCRETE 8"	SY	35	360.00	\$12,600.00	11.40	\$4,104.00	11.40	\$4,104.00
0002	HOT MIX ASPHALT TYPE D	SY	100,300	4.00	\$401,200.00	98,783.00	\$385,082.00	98,783.00	\$385,082.00
0003	PRIME COAT	GAL	8,100	0.45	\$3,645.00	8,100.00	\$3,645.00	8,100.00	\$3,645.00
0004	PAVEMENT WEDGE MILLING 6"	LF	20,100	1.74	\$35,175.00	20,100.00	\$35,175.00	20,100.00	\$35,175.00
0005	PAVEMENT WEDGE MILLING 8"	LF	18,300	2.60	\$48,780.00	18,300.00	\$48,780.00	18,300.00	\$48,780.00
0006	PAVEMENT BUTT JOINT & INTERSECTION	SY	6,600	4.50	\$29,700.00	6,600.00	\$29,700.00	6,600.00	\$29,700.00
0007	REINFORCED HIGH DENSITY STRESS	LF	53,250	2.15	\$117,387.50	57,185.00	\$122,804.75	57,185.00	\$122,804.75
0008	ACU MARKHOLE CABTINGS	EA	15	300.00	\$4,500.00	15.00	\$4,500.00	15.00	\$4,500.00
0009	ACU VALVE BOXES	EA	64	120.00	\$7,680.00	64.00	\$7,680.00	64.00	\$7,680.00
0010	TRAFFIC CONTROL	EA	1	10,500.00	\$10,500.00	1.00	\$10,500.00	1.00	\$10,500.00
0011	TRAFFIC MARKERS 4" LEAD	EA	950	3.40	\$3,230.00	950.00	\$3,230.00	950.00	\$3,230.00
0012	TRAFFIC MARKERS 4" ROUND	EA	7,850	2.80	\$22,410.00	8,340.00	\$24,284.00	8,340.00	\$24,284.00
0013	THERMOPLASTIC REFLECTORIZED 5TO	LF	1,755	4.70	\$8,248.50	1,450.00	\$6,815.00	1,450.00	\$6,815.00
0014	PAINTED REFLECTORIZED CROSSWALK	LF	2,980	1.05	\$3,129.00	3,100.00	\$3,255.00	3,100.00	\$3,255.00
0015	THERMOPLASTIC REFLECTORIZED PU	LF	1,120	2.10	\$2,352.00	1,255.00	\$2,718.60	1,255.00	\$2,718.60
0016	THERMOPLASTIC REFLECTORIZED WO	EA	31	155.00	\$4,805.00	31.00	\$4,805.00	31.00	\$4,805.00
0017	THERMOPLASTIC REFLECTORIZED LE	EA	56	78.00	\$4,368.00	56.00	\$4,368.00	56.00	\$4,368.00
0018	THERMOPLASTIC REFLECTORIZED RIG	EA	16	78.00	\$1,248.00	16.00	\$1,248.00	16.00	\$1,248.00
0019	THERMOPLASTIC REFLECTORIZED 6TR	EA	6	468.00	\$2,808.00	6.00	\$2,808.00	6.00	\$2,808.00
0020	THERMOPLASTIC REFLECTORIZED CO	EA	3	130.00	\$390.00	3.00	\$390.00	3.00	\$390.00
0021	PAVEMENT MARKING CONTINGENCY	EA	1	4,000.00	\$4,000.00	0.00	\$0.00	0.00	\$0.00
0022	LOOP DETECTORS	LS	308	6.05	\$1,863.40	283.00	\$1,714.15	283.00	\$1,714.15
0023	FREIGHT ON ADDED PAY PREP FABRIC	EA	1	1,800.00	\$1,800.00	1.00	\$1,800.00	1.00	\$1,800.00
0024	EXTRA WORK MILLING	LS	-	23,850.00	\$0.00	1.00	\$23,850.00	1.00	\$23,850.00
0025	EXTRA WORK ASPHALT & FABRIC	SY	-	12.50	\$0.00	4,650.00	\$58,125.00	4,650.00	\$58,125.00

WORK COMPLETED		\$730,765.00
RETAINAGE	0.00%	\$0.00
LESS DEDUCTIONS		\$748,530.00
SUB-TOTAL		\$748,530.00

ORIGINAL CONTRACT AMOUNT
 \$730,765.00
 APAC-TEXAS INC.

VIA Mail
 Date: June 8, 2005

Letter of
 Transmittal

To: Mr. Steve Z. Chutchian
 Assistant City Engineer
 Town of Addison
 16801 Westgrove Drive
 P.O. Box 9010
 Addison, TX 75001-9010



Regarding: Final Affidavit and Release of Lien Rights
 and APAC Statement dated 4/30/05

We are forwarding to you:

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> Estimates | <input type="checkbox"/> Plans | <input type="checkbox"/> Prints |
| <input type="checkbox"/> Reports | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Samples |
| <input type="checkbox"/> Change Order | <input type="checkbox"/> Disk | <input type="checkbox"/> Copy of Letter |
| <input type="checkbox"/> Book | <input type="checkbox"/> Other | <input checked="" type="checkbox"/> Affidavit and Statement |


# of Copies	Drawing #	Last Dated	Code	Description
1		5/27/05		Final Affidavit and Release of Lien Rights
1		4/30/05		APAC Statement

These are transmitted:

- | | | |
|--|--|--|
| <input type="checkbox"/> For approval | <input type="checkbox"/> As requested | <input type="checkbox"/> Copies for distribution |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Resubmit | <input type="checkbox"/> For Review & comment |
| <input type="checkbox"/> Return | <input type="checkbox"/> Copies for review | <input type="checkbox"/> No exception taken |
| <input type="checkbox"/> Corrected prints | <input type="checkbox"/> Submit | <input type="checkbox"/> Amend and resubmit |
| | <input type="checkbox"/> Rejected | <input type="checkbox"/> Make corrections noted |

Please note: For your information.

By: Jerry D. Holder
 Jerry D. Holder, Jr., P.E.
 Associate Vice President



Copy to:

AFFIDAVIT AND RELEASE OF LIEN RIGHTS

STATE OF Texas
COUNTY OF Dallas

Personally appeared before the undersigned authority came STEPHEN D. MILLINGTON, who being sworn, deposed and said on oath that:

WHEREAS the said APAC-TEXAS, INC.
has been employed by Town of Addison
to furnish labor and/or materials for a project located at

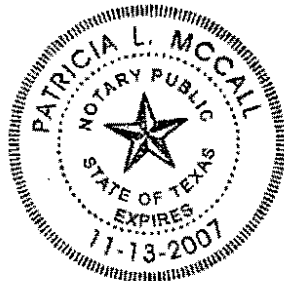
Belt Line Road, Addison, Texas Marsh to Dallas N Tollway

NOW KNOW YE THEREFORE, that the undersigned, (upon/~~acknowledges~~)
receipt of \$ 798,530.60, being payment in full (~~exclusive~~/inclusive)
of retained money, for all labor and/or materials furnished by the said
undersigned up to and including April 30, ~~19~~ ²⁰⁰⁵, the said undersigned
hereby waives and releases any and all lien or claim of right of lien on
said building or premises on account of labor and/or material furnished and
further states that all taxes, State, Local and Federal, and all labor hired
by him and all material purchased by him and used in the construction of said
project have been paid in full and that the said undersigned will defend the
owners of said building against any liens or other claims made by said laborers
or suppliers of materials used in the construction of said building.

This the 27th day of May, 2005.

Stephen D. Millington

Sworn to and subscribed before me this the 27th day of May, ~~2005~~.



Patricia L. McCall
Notary Public, State of T E X A S
My Commission Expires 11/13/07



Texas Bitulithic Division
 2121 Irving Blvd. P.O. Box 224048 Dallas, Texas 75222-4048
 (214) 741-3531 FAX (214) 742-3540

To: Town of Addison
 P.O. Box 9010
 Addison, Tx. 75001

JOB # : 382958
 JOB : Town of Addison
 Beltline Road Resurfacing

ESTIMATE #	1 REVISED	FROM:	TO:	4/30/04					
APAC ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	UNIT PRICE	CONTRACT AMOUNT	QUANTITY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE
0001	R & R REINF. CONCRETE 6"	SY	35	360.00	\$12,600.00	11.40	\$4,104.00	11.40	\$4,104.00
0002	HOT MIX ASPHALT TYPE D	SY	100,300	4.00	\$401,200.00	98,763.00	\$355,052.00	98,763.00	\$355,052.00
0003	PRIME COAT	GAL	8,100	0.45	\$3,645.00	8,100.00	\$3,645.00	8,100.00	\$3,645.00
0004	PAVEMENT WEDGE MILLING 6"	LF	20,100	1.75	\$35,175.00	20,100.00	\$35,175.00	20,100.00	\$35,175.00
0005	PAVEMENT WEDGE MILLING 8"	LF	18,300	2.50	\$45,750.00	18,300.00	\$45,750.00	18,300.00	\$45,750.00
0006	PAVEMENT BUTT JOINT & INTERSECTION	SY	6,600	4.50	\$28,700.00	6,600.00	\$28,700.00	6,600.00	\$28,700.00
0007	REINFORCED HIGH DENSITY STRESS	LF	59,250	2.15	\$127,387.50	57,185.00	\$122,904.75	57,185.00	\$122,904.75
0008	ADJ MANHOLE CASTINGS	EA	15	300.00	\$4,500.00	15.00	\$4,500.00	15.00	\$4,500.00
0009	ADJ VALVE BOXES	EA	64	120.00	\$7,680.00	64.00	\$7,680.00	64.00	\$7,680.00
0010	TRAFFIC CONTROL	LS	1	10,500.00	\$10,500.00	1.00	\$10,500.00	1.00	\$10,500.00
0011	TRAFFIC MARKERS 4" LEAD	EA	950	3.40	\$3,280.00	998.00	\$3,393.20	998.00	\$3,393.20
0012	TRAFFIC MARKERS 4" ROUND	EA	7,850	2.60	\$20,410.00	9,340.00	\$24,284.00	9,340.00	\$24,284.00
0013	THERMOPLASTIC REFLECTORIZED STO	LF	1,755	4.70	\$8,248.50	1,450.00	\$6,815.00	1,450.00	\$6,815.00
0014	PAINTED REFLECTORIZED CROSSWALK	LF	2,960	1.05	\$3,108.00	3,100.00	\$3,255.00	3,100.00	\$3,255.00
0015	THERMOPLASTIC REFLECTORIZED PU	LF	1,120	2.10	\$2,352.00	1,295.00	\$2,719.50	1,295.00	\$2,719.50
0016	THERMOPLASTIC REFLECTORIZED WO	EA	31	155.00	\$4,805.00	31.00	\$4,805.00	31.00	\$4,805.00
0017	THERMOPLASTIC REFLECTORIZED LE	EA	56	78.00	\$4,368.00	56.00	\$4,368.00	56.00	\$4,368.00
0018	THERMOPLASTIC REFLECTORIZED RIG	EA	16	78.00	\$1,248.00	16.00	\$1,248.00	16.00	\$1,248.00
0019	THERMOPLASTIC REFLECTORIZED STR	EA	6	78.00	\$468.00	5.00	\$390.00	5.00	\$390.00
0020	THERMOPLASTIC REFLECTORIZED CO	EA	3	130.00	\$390.00	3.00	\$390.00	3.00	\$390.00
0021	PAVEMENT MARKING CONTINGENCY	LS	1	4,000.00	\$4,000.00	0.00	\$0.00	0.00	\$0.00
0022	LOOP DETECTORS	EA	308	6.05	\$1,863.40	383.00	\$2,317.15	383.00	\$2,317.15
0023	FREIGHT ON ADDED PAY PREP FABRIC	EA	1	1,900.00	\$1,900.00	1.00	\$1,900.00	1.00	\$1,900.00
0024	EXTRA WORK MILLING	LS	-	23,650.00	\$0.00	1.00	\$23,650.00	1.00	\$23,650.00
0025	EXTRA WORK ASPHALT & FABRIC	SY	-	12.90	\$0.00	4,650.00	\$59,985.00	4,650.00	\$59,985.00

ORIGINAL CONTRACT AMOUNT	\$739,765.00
WORK COMPLETED	\$798,530.60
RETAINAGE	0.00%
LESS DEDUCTIONS	\$0.00
SUB-TOTAL	\$798,530.60

[Signature]
 APAC-TEXAS INC.

FINAL

AFFIDAVIT AND RELEASE OF LIEN RIGHTS

STATE OF Texas
COUNTY OF Dallas

Personally appeared before the undersigned authority came _____
STEPHEN D. MILLINGTON, who being sworn, deposed and said on oath that:

WHEREAS the said APAC-TEXAS, INC.
has been employed by Town of Addison
to furnish labor and/or materials for a project located at _____

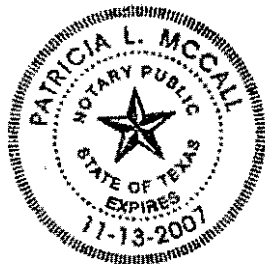
Belt Line Road, Addison, Texas Marsh to Dallas N Tollway

NOW KNOW YE THEREFORE, that the undersigned, (upon/~~acknowledges~~)
receipt of \$ 798,530.60, being payment in full (exclusive/inclusive)
of retained money, for all labor and/or materials furnished by the said
undersigned up to and including April 30, 2005, ~~1st~~, the said undersigned
hereby waives and releases any and all lien or claim of right of lien on
said building or premises on account of labor and/or material furnished and
further states that all taxes, State, Local and Federal, and all labor hired
by him and all material purchased by him and used in the construction of said
project have been paid in full and that the said undersigned will defend the
owners of said building against any liens or other claims made by said laborers
or suppliers of materials used in the construction of said building.

This the 27th day of May, 2005.

Stephen D. Millington

Sworn to and subscribed before me this the 27th day of May, 2005.



Patricia L. McCall
Notary Public, State of T E X A S
My Commission Expires 11/13/07



Texas Bituthile Division
 2121 Irving Blvd., P.O. Box 224048 Dallas, Texas 76222-4048
 (214) 741-3531 FAX (214) 742-3540

TO: Town of Addison
 P.O. Box 8010
 Addison, Tx. 76001

JOB # : 382858
 JOB : Town of Addison
 Beltline Road Resurfacing

ESTIMATE # 1 REVISED

FROM: TO: 42900\$

APAC ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	UNIT PRICE	CONTRACT AMOUNT	QUANTITY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE
0001	R & R REINF. CONCRETE 8"	SY	35	360.00	\$12,600.00	11.40	\$4,104.00	11.40	\$4,104.00
0002	HOT MIX ASPHALT TYPE D	SY	100,300	4.00	\$401,200.00	98,783.00	\$365,062.00	98,783.00	\$365,062.00
0003	PRIME COAT	GAL	8,100	0.45	\$3,645.00	8,100.00	\$3,645.00	8,100.00	\$3,645.00
0004	PAVEMENT WEDGE MILLING 8"	LF	20,100	1.75	\$35,175.00	20,100.00	\$35,175.00	20,100.00	\$35,175.00
0005	PAVEMENT WEDGE MILLING 6"	LF	18,300	2.50	\$45,750.00	18,300.00	\$45,750.00	18,300.00	\$45,750.00
0006	PAVEMENT BUTT JOINT & INTERSECTION	SY	8,600	4.50	\$38,700.00	8,600.00	\$38,700.00	8,600.00	\$38,700.00
0007	REINFORCED HIGH DENSITY STRESS	LF	58,250	2.15	\$124,337.50	57,485.00	\$122,594.75	57,485.00	\$122,594.75
0008	ADJ MARKOLÉ CASTINGS	EA	15	300.00	\$4,500.00	15.00	\$4,500.00	15.00	\$4,500.00
0009	ADJ VALVE BOXES	EA	64	120.00	\$7,680.00	64.00	\$7,680.00	64.00	\$7,680.00
0010	TRAFFIC CONTROL	LS	1	10,500.00	\$10,500.00	1.00	\$10,500.00	1.00	\$10,500.00
0011	TRAFFIC MARKERS 4" LEAD	EA	950	3.40	\$3,230.00	950.00	\$3,230.00	950.00	\$3,230.00
0012	TRAFFIC MARKERS 4" ROUND	EA	7,850	2.80	\$22,020.00	7,850.00	\$22,020.00	7,850.00	\$22,020.00
0013	THERMOPLASTIC REFLECTORIZED STO	LF	1,785	4.70	\$8,369.50	1,450.00	\$6,815.00	1,450.00	\$6,815.00
0014	PAINTED REFLECTORIZED CROSSWALK	LF	2,980	1.08	\$3,218.40	3,100.00	\$3,348.00	3,100.00	\$3,348.00
0015	THERMOPLASTIC REFLECTORIZED PU	LF	1,120	2.10	\$2,352.00	1,285.00	\$2,700.50	1,285.00	\$2,700.50
0016	THERMOPLASTIC REFLECTORIZED WO	EA	31	155.00	\$4,805.00	31.00	\$4,805.00	31.00	\$4,805.00
0017	THERMOPLASTIC REFLECTORIZED LE	EA	58	78.00	\$4,524.00	58.00	\$4,524.00	58.00	\$4,524.00
0018	THERMOPLASTIC REFLECTORIZED RIG	EA	18	78.00	\$1,404.00	18.00	\$1,404.00	18.00	\$1,404.00
0019	THERMOPLASTIC REFLECTORIZED STR	EA	6	78.00	\$468.00	6.00	\$468.00	6.00	\$468.00
0020	THERMOPLASTIC REFLECTORIZED CO	EA	3	130.00	\$390.00	3.00	\$390.00	3.00	\$390.00
0021	PAVEMENT MARKING CONTINGENCY	LS	1	4,000.00	\$4,000.00	0.00	\$0.00	0.00	\$0.00
0022	LOOP DETECTORS	EA	308	\$1,863.40	\$5,739.40	283.00	\$5,275.72	283.00	\$5,275.72
0023	FREIGHT ON ADDED PAY PREP FABRIC	EA	1	1,900.00	\$1,900.00	1.00	\$1,900.00	1.00	\$1,900.00
0024	EXTRA WORK MILLING	LS	1	23,650.00	\$23,650.00	1.00	\$23,650.00	1.00	\$23,650.00
0025	EXTRA WORK ASPHALT & FABRIC	SY	-	12.90	\$0.00	4,650.00	\$60,075.00	4,650.00	\$60,075.00

ORIGINAL CONTRACT AMOUNT	\$730,785.00
WORK COMPLETED	\$730,530.00
RETAINAGE	0.00%
LESS DEDUCTIONS	\$0.00
SUB-TOTAL	\$730,530.00

[Signature]
 APAC-TEXAS INC

Belt Line Road Resurfacing
March 16, 2005

Incentive/disincentive payments

Town of Addison Position:

- Contract awarded to APAC-Texas, Inc., in the amount of \$730,766, and 25 calendar days.
- The project included A + B bidding, which provided for no additional days granted to the Contractor for utility, inclement weather, or other issues that arise.
- Contractor was granted 3 additional days by the Town due to change in scope of work related to jointing strips on existing pavement.
- Town and Contractor agreed upon final number of days to be charged to contract at 58 days.
- Disincentive amount is calculated based on number days beyond contract limit times \$10,000 per day. Total disincentive amount is \$300,000.
- The Town has made no payments to APAC-Texas, Inc. for work performed.
- The Contractor has not completed punch list items to date.
- The Town recommends that the Contractor be paid \$430,766 + approx. \$3,600 for a change order that was approved by the Public Work Department. The remaining budget amount would be approximately \$815,634 out of an original budgeted amount of \$1.25 million.

APAC-Texas, Inc. Position

- The Contractor is requesting compensation for additional work performed (see attachment), in the total amount of \$254,327.04. If this amount is subtracted from the \$300,000 disincentive amount, the net deduction from the Contractor's original bid would be \$45,672.96.
- \$84,327.04 of the deduction consists of materials and labor involved with the removal and replacement of the inside, eastbound lane of Belt Line Rd. However, the Town directed the Contractor to replace the pavement due to faulty workmanship during construction.
- The Contractor has asked for 15 days extension of time, at \$10,000 per day, due to wet and cold weather conditions. The contract specifically states that no inclement weather conditions will be considered at any time.
- The Contractor has asked for 2 days extension of time, at \$10,000 per day, due to the need to replace damaged loop detectors. The Public Works Dept. is in agreement that the Contractor could be compensated for this work.

It is the assessment of the Public Works Dept. that the Contractor should have the \$300,000 disincentive amount reduced by \$20,000 to a net amount of \$280,000.

Town of Addison
Public works

March 15, 2005

Beltline Punch List - Updated

1. Southbound Midway curb lane just north of Belt Line - clean up asphalt clumps in lanes
2. Repair approaches raveling-
 - a. Southside of Belt Line at Blockbuster Video – still raveling
 - b. Business Avenue – NE Corner raveling
 - c. Landmark Blvd. – SE Corner raveling
 - d. Surveyor Blvd. – South side raveling
 - e. Commercial – NE Side raveling
 - f. Addison Road – SE corner raveling
3. Replace missing buttons project wide.
4. The broken ring to the valve stack eastbound curb lane in front of Fresh Choice Station 48+50+/- Cap is there, adjusting ring is still broken/missing.
5. Valve stack that rattles as you drive over it in the eastbound curb lane at Quorum Drive. Lid still rattles.
6. 4135 Belt Line Road – Repair raveled area near driveway, north side of Belt Line (westbound), outside lane.

The following were not shown on the construction plans but need to be added to the project:

1. Puppy tracks need to be installed for the double lefts at the Addison/Inwood and Belt Line intersection.
2. Puppy tracks need to be installed for the double right on Beltway at Belt Line.

Town of Addison				
Claim for Time and Additional Work				
Extra Work:				
Remove and Replace Asphalt			4,650.00	SY
PLUS ADDITIONAL MISCELLANEOUS BUMPS CAUSED BY FABRIC REFLECTION				
<u>Dustrol:</u>				
Re-Moblize			\$ 5,000.00	
Mill Asphalt			\$ 16,500.00	
M/U			\$ 2,150.00	
			\$ 23,650.00	
<u>APAC:</u>				
Lay Asphalt			\$ 60,000.00	
			\$ 83,650.00	
Additional Signs:				
Signs			\$ 615.49	
M/U			\$ 61.55	
			\$ 677.04	
Disincentive Days - Disagreement with				
TOO COLD / WET	15 days	\$ 10,000.00	\$ 150,000.00	
LOOP DETECTORS	2 days	\$ 10,000.00	\$ 20,000.00	
			\$ 170,000.00	
Total Claim for Additional Time & Work:				\$ 254,327.04
Total Disincentive:				
Original Contract time			25	
Added by Change Order			3	
Total Contract Time			28	
Time Used on Project			58	
Disincentive Days			30	
30 days	@	\$ 10,000.00	\$ 300,000.00	
TOTAL DISINCENTIVE				\$ 45,672.96

April 29, 2005

APAC – Texas, Inc.
Texas Bitulithic Division
2121 Irving Boulevard
Dallas, Texas 75207

Attention: Mr. Kirk Morris
Area Manager

Re: Belt Line Road Pavement Rehabilitation
Marsh Lane to Dallas North Tollway
Final Pay Request/Project Acceptance

Dear Mr. Morris:

We have met with the Town of Addison staff and reviewed the latest punch list for the referenced project. The Town acknowledges that the punch list items have been satisfactorily completed and will submit this project to Town Council for acceptance upon receiving from APAC-Texas the following documents:

- 1 – Receipt of the Affidavit of Bills Paid
- 2 – Receipt of the Surety Consent Form
- 3 – Agreed upon Final Payment Estimate

You may submit to the Town for review and consideration, your final payment estimate for this project. As with any project, there needs to be an agreement reached as to final quantities and the amount of the final pay estimate for the work performed. We are requesting that you provide us for review a final pay estimate that includes all currently approved change orders. Our records indicate the following:

Original Contract:	\$ 730,766.00
Change Order No. 1:	\$ 1,863.40
Change Order No. 2:	\$ <u>1,900.00</u>
Total:	\$ 734,529.40

The original contract time to complete the project was twenty-five (25) calendar days. Work began on October 17, 2004 and ended on December 14, 2004, a total of fifty-nine (59) days. There were two time extensions given during construction: Three (3) days for the delivery of new material, and one (1) day for Thanksgiving Day. This yields a total of fifty-five (55) days, an overage of thirty (30) calendar days beyond the allotted time in the original contract. As per the contract, there was a disincentive clause of \$10,000 per day. The total disincentive for the

thirty days overage is \$300,000.00. The Town expects to see the disincentive built into the agreed upon final pay request.

If you have any questions, please contact me at 972-661-5626.

Sincerely,

HNTB CORPORATION

Jerry D. Holder, Jr., P.E.
Director of Municipal Services

Cc: S. Chutchian, Town of Addison
C. Terry, Town of Addison
R. Jones, Town of Addison
J. Nicewander, Town of Addison
J. Pierce, Town of Addison
S. Forbes, HNTB Corporation
M. Ebeling, HNTB Corporation

Town of Addison					
Claim for Time and Additional Work					
Extra Work:					
Remove and Replace Asphalt		4,650.00	SY		
PLUS ADDITIONAL MISCELLANEOUS BUMPS CAUSED BY FABRIC REFLECTION					
<u>Dustrol:</u>					
Re-Moblize		\$ 5,000.00			
Mill Asphalt		\$ 16,500.00			
M/U		\$ 2,150.00			
		\$ 23,650.00			
<u>APAC:</u>					
Lay Asphalt		\$ 60,000.00			
		\$ 83,650.00			
Additional Signs:					
Signs		\$ 615.49			
M/U		\$ 61.55			
		\$ 677.04			
Disincentive Days - Disagreement with					
TOO COLD / WET	15 days	\$ 10,000.00	\$ 150,000.00		
LOOP DETECTORS	2 days	\$ 10,000.00	\$ 20,000.00		
			\$ 170,000.00		
Total Claim for Additional Time & Work:				\$ 254,327.04	
Total Disincentive:					
Original Contract time			25		
Added by Change Order			3		
Total Contract Time			28		
Time Used on Project			58		
Disincentive Days			30		
30 days	@	\$ 10,000.00		\$ 300,000.00	
TOTAL DISINCENTIVE				\$ 45,672.96	

Town of Addison
Public works

March 15, 2005

Beltline Punch List - Updated

1. Southbound Midway curb lane just north of Belt Line - clean up asphalt clumps in lanes
2. Repair approaches raveling-
 - a. Southside of Belt Line at Blockbuster Video -- still raveling
 - b. Business Avenue -- NE Comer raveling
 - c. Landmark Blvd. -- SE Comer raveling
 - d. Surveyor Blvd. -- South side raveling
 - e. Commercial -- NE Side raveling
 - f. Addison Road -- SE comer raveling
3. Replace missing buttons project wide.
4. The broken ring to the valve stack eastbound curb lane in front of Fresh Choice Station 48+50+/- . Cap is there, adjusting ring is still broken/missing.
5. Valve stack that rattles as you drive over it in the eastbound curb lane at Quorum Drive. Lid still rattles.
6. 4135 Belt Line Road -- Repair raveled area near driveway, north side of Belt Line (westbound), outside lane.

The following were not shown on the construction plans but need to be added to the project:

1. Puppy tracks need to be installed for the double lefts at the Addison/Inwood and Belt Line intersection.
2. Puppy tracks need to be installed for the double right on Beltway at Belt Line.

Belt Line Rd Resurfacing

3/22/05

- This item is requesting approval of a contract amendment with HNTB Corporation, for \$31,295.22, for additional inspection funds for the resurfacing of Belt Line Rd.
- Give a brief history of events regarding this project.
- The PW Dept. has performed more than one grooving of the existing concrete pavement over the years.
- Unfortunately, the surface remained slick due to the soft aggregate in the concrete.
- The roadway was especially precarious during periods of wet weather.
- As a solution to this problem, the Town let a contract last fall to perform an asphalt overlay of the existing concrete surface.
- The concrete was awarded to APAC-Texas, Inc., in the amount of 730,766.
- The contractor was also given 25 calendar days to complete the work.
- In addition, incentive/disincentive clauses were included, \$20,000/day vs. \$10,000 /day.
- Due to the potential disruption of traffic flow during the project, the contractor was directed to perform evening work only-10 p.m to 6 a.m.
- The design engineer, HNTB was authorized to perform inspection of the work with their personnel.
- The contractor experienced difficulty completing the project on-time, and ended up taking an additional 30 calendar days to finish.
- The inspection personnel for HNTB remained with the project, at the direction of the PW Dept.
- Due to the increased time required to inspect the work, HNTB has requested approval of an additional \$31,295 for inspection fees.
- Our Dept. has reviewed the submittal and agrees that this amount is appropriate.
- As a note, the contractor it is the current position of the Town, that the contractor will be subject to substantial disincentive fees.
- We will take the final payment request for the contractor at a later date.

Council Agenda Item: _____

SUMMARY:

This item is for the approval of an amendment to the Contract Agreement with HNTB Corporation, in the amount of \$31,295.22, for the inspection of the resurfacing of Belt Line Road, from Dallas Parkway to Marsh Lane.

FINANCIAL IMPACT:

Original Design Contract Amount: \$168,552.73
Contract Amendment Amount: \$31,295.22
Construction Contract Amount: \$730,766.00
Funding Source: \$1.25 million from the proceeds of the 2004 sale of General Obligation Bonds

BACKGROUND:

For many years the surface conditions of Belt Line Road have been deteriorating. About 3 years ago the Town began a process of grooving the surface on the roadway to improve traction conditions, especially during wet weather events. This process was only a temporary solution. The pavement grooving did not work as well as expected. As a result of the success of the "slab jacking" process used on Midway Road, sufficient funds were freed up to accommodate the resurfacing of Belt Line Road (\$1.25 million). The Town entered into an agreement with HNTB Corporation for the design and inspection of the resurfacing of Belt Line Road, from Dallas Parkway to Marsh Lane. Subsequently, a construction contract was awarded to APAC-Texas, Inc. to perform the asphalt resurfacing improvements. Over the course of the construction project, the Public Works Department staff determined that additional inspection was required of the HNTB personnel, in order to accommodate enhanced day and night operations by the contractor. As a result of concern over optimum traffic flow on Belt Line Road, the increased inspection activity was also intended to maintain better control over the contractor's movement of materials and heavy machinery on the high profile roadway.

At this time, the Town is working with the Contractor to finalize the remaining construction "punch list" items of incomplete work. However, this request for additional funds for inspection, in the amount of \$31,295.22, will completely satisfy any remaining inspection performed by HNTB Corporation.

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to enter into a contract amendment with HNTB Corporation, in the amount of \$31,295.22, for the inspection of the resurfacing of Belt Line Road, from Dallas Parkway to Marsh Lane.

SUPPLEMENTAL AGREEMENT

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

1. HNTB shall perform the following Services:

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

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

Construction engineering and inspection services as outlined in master agreement.

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

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

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

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

Town of Addison, Texas
(Owner)

Signature: _____

Name: _____

Title: _____

Date: _____

HNTB Corporation
(HNTB)

Signature:  _____

Name: Benjamin J. Biller

Title: Vice President

Date: March 10, 2005

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

**2/16/2005
HNTB Corporation**

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

Supplemental Amount:

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

New Inspection Contract Amount: \$ 97,502.68

Belt Line Road Resurfacing
March 16, 2005

Incentive/disincentive payments

Town of Addison Position:

- Contract awarded to APAC-Texas, Inc., in the amount of \$730,766, and 25 calendar days.
- The project included A + B bidding, which provided for no additional days granted to the Contractor for utility, inclement weather, or other issues that arise.
- Contractor was granted 3 additional days by the Town due to change in scope of work related to jointing strips on existing pavement.
- Town and Contractor agreed upon final number of days to be charged to contract at 58 days.
- Disincentive amount is calculated based on number days beyond contract limit times \$10,000 per day. Total disincentive amount is \$300,000.
- The Town has made no payments to APAC-Texas, Inc. for work performed.
- The Contractor has not completed punch list items to date.
- The Town recommends that the Contractor be paid \$430,766 + approx. \$3,600 for a change order that was approved by the Public Work Department. The remaining budget amount would be approximately \$815,634 out of an original budgeted amount of \$1.25 million.

APAC-Texas, Inc. Position

- The Contractor is requesting compensation for additional work performed (see attachment), in the total amount of \$254,327.04. If this amount is subtracted from the \$300,000 disincentive amount, the net deduction from the Contractor's original bid would be \$45,672.96.
- \$84,327.04 of the deduction consists of materials and labor involved with the removal and replacement of the inside, eastbound lane of Belt Line Rd. However, the Town directed the Contractor to replace the pavement due to faulty workmanship during construction.
- The Contractor has asked for 15 days extension of time, at \$10,000 per day, due to wet and cold weather conditions. The contract specifically states that no inclement weather conditions will be considered at any time.
- The Contractor has asked for 2 days extension of time, at \$10,000 per day, due to the need to replace damaged loop detectors. The Public Works Dept. is in agreement that the Contractor could be compensated for this work.

It is the assessment of the Public Works Dept. that the Contractor should have the \$300,000 disincentive amount reduced by \$20,000 to a net amount of \$280,000.

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 5/24/05 Claim # _____ Check \$ 20,696.20

Vendor No. HNTB CORPORATION
 Vendor Name P.O. BOX 802741
 Address KANSAS CITY, MO. 64180-2741
 Address _____
 Address _____
 Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	44	000	56570	83300		1,119.28
	44	000	58110	83300		17,115.85
	47	000	56570	52300		2,461.07

TOTAL \$ 20,696.20

EXPLANATION ARAPAHO RD. & BECT LINE RD. DESIGN

Steve Christman
 Authorized Signature

Finance

May 20, 2005

HNTB

Mr. Steve Chutchian, P.E.
Assistant City Engineer
Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

**RE: BELTLINE ROAD REHABILITATION
HNTB PROJECT NO. 40316**

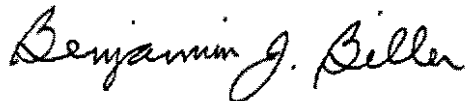
Dear Mr. Chutchian:

Enclosed please find our Invoice Numbers 7-40316-CN-001 for professional services in connection with the above referenced project.

If any further information is necessary to process these invoices for payment, please feel free to contact Scott Forbes at 972-661-5626.

Sincerely,

HNTB CORPORATION



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

BJB/sso

Enclosures

cc: Scott Forbes - Plano
Finance

HNTB

May 20, 2005

TOWN OF ADDISON
Steve Chutchian, P.E.
Assistant City Engineer
P.O. Box 9010
Addison, Texas 75001-9010

In Account With

HNTB CORPORATION

Correspondence Address:
5910 West Plano Parkway, Suite 200
Plano, TX 75093

Remittance Address:
P.O. Box 802741
Kansas City, MO 64180-2741

Invoice No. 7-40316-CN-001

MAXIMUM: \$ 97,502.00

Professional services in connection with the construction services for the Beltline Road Rehabilitation.

For the period: April 2, 2005 through April 29, 2005

DIRECT PAYROLL COSTS (Detail Attached):

\$ 820.12	x	3.00	\$ 2,460.36
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REIMBURSABLE EXPENSES (Detail Attached):

\$ 0.71	x	1.00	<u>\$ 0.71</u>
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Total Amount Earned This Period	\$ 2,461.07
Plus Previously Invoiced	<u>91,326.34</u>

Total Amount Earned To Date	\$ 93,787.41
Less Previously Invoiced	<u>91,326.34</u>

AMOUNT DUE THIS INVOICE	<u><u>\$ 2,461.07</u></u>
--------------------------------	----------------------------------

*O.K. to PAY!
5/24/05*

BILLING REPORT
 BILL4 By Segment



Direct Payroll

Dates: 4/2/2005 through 4/29/2005

Job	40316	Beltline Road Rehabilitation	E/O	Biller, BJ (01735)	Ofc	003
Ph Seg	CN-001	Construction Services	P/M	Forbes, WS (13791)	Ofc	003
			B/O	Dallas TX	Ofc	003
			B/F	HNTB CORPORATION		

Ofc	EmpNo	Employee	Emp Firm	Shift Code	Transxn Type	Rate	Hours	Amount	Remarks
003	13674	Holder, Jerry D	HI			63.77	5.00	318.85	Regular
003	13786	Chastain, Douglas	HI			20.68	6.00	124.08	Regular
003	13791	Forbes, William S	HI			53.85	6.00	323.10	Regular
003	13817	Sanford, Debra	HI			24.04	2.25	54.09	Regular

Total Labor Distribution

Billing Item: 40316-CN-001 19.25 **820.12 Regular**

BILLING REPORT

4E by Job, Phase, Segment



Expense Task Distribution

Dates: 04/02/2005 through 04/29/2005

Job 40316	Beltline Road Rehabilitation	E/O 01735	Benjamin J. Biller	Ofc 003
Phase CN	CONSTRUCTION	PM 13791	William Scott Forbes	Ofc 003
Seg 001	Construction Services	BO	Dallas TX	Ofc 003

Contracting Entity HNTB CORPORATION

Task/Description	DB	Fi	Ofc	Effective Date	Journal Name	Description	Amount
E021 PRINT, REPRO, AND RE							
	CE	HI	003	04/29/05	Payables Journal for APR-2005	ABC IMAGING INC.-0823414-Reproduction Charges	0.71
Total - Task E021					PRINT, REPRO, AND RE		0.71
						Total - Expense Charges	0.71

* Copies of Original Substantiation for Subsistence required by IRC 274(d) are available.

HNTB Corporation — Project Status Report

Project:	Beltline Road Pavement Rehabilitation (Marsh Lane to Dallas North Tollway)
Client:	Town of Addison, Texas
Report No.:	6
Time Period:	April 2, 2005 through April 29, 2005
Prepared By:	WSF

Work Started or Progressed

- Contractor working on the project punch list to complete the project.

Work Completed

- Provided on-site inspection during construction. Contractor has completed replacing missing traffic buttons.

Work Scheduled to be Performed During Next Report Period

- Assist Town with project closeout.
- Deliver to Town all relevant construction documentation generated as a result of the project.



Steve Chutchian

From: Jerry Holder [JHolder@HNTB.com]
Sent: Tuesday, May 24, 2005 10:07 AM
To: Steve Chutchian
Cc: Scott Forbes; Michael Ebeling
Subject: APAC contact

Steve, here is Kirks' boss's name.

Stephen B. Robertson - President
214-741-3531

<http://www.apac.com/divisions.asp?div=20>

Jerry

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

5/24/2005

Steve Chutchian

From: Jerry Holder [JHolder@HNTB.com]
Sent: Tuesday, May 17, 2005 3:45 PM
To: Steve Chutchian; Jenny Nicewander; Chris Terry; jhill@cowlesthompson.com
Cc: Scott Forbes; Michael Ebeling
Subject: Beltline Road - APAC Invoice

I called Kirk Morris with APAC-Texas this afternoon and inquired about the status of their invoice. He told me that he thought it had been sent. I asked him to check into it because the Town had not received it as of this morning. He said he would do so and re-send it if necessary.

I will contact you on Friday to see if you have received it and if not, I will be glad to follow up with APAC again if you want me to.

Thanks,
Jerry

Jerry D. Holder, Jr., P.E.
Director of Municipal Services

HNTB Corporation
5910 W. Plano Parkway
Suite 200
Plano, Texas 75093

Tel (972) 661-5626
Fax (972) 661-5614
www.hntb.com

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5/18/2005

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 5/5/05

Claim # _____

Check \$ 27,877.30

Vendor No. _____
 Vendor Name HNTB CORPORATION
 Address P.O. BOX 802741
 Address KANSAS CITY, MO. 64180-2741
 Address _____
 Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	47	000	56570	52300		27,877.30

TOTAL \$ 27,877.30

EXPLANATION BELT LINE RD. RESURFACING

Steve Chukhman
 Authorized Signature

 Finance

HNTB Corporation
THE HNTB COMPANIES
Engineers Architects Planners

5910 W. Plano Parkway
Suite 200
Plano, TX 75093

Telephone (972) 661-5626
Facsimile (972) 661-5614
www.hntb.com

April 29, 2005

HNTB

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

**RE: BELTLINE ROAD REHABILITATION
HNTB PROJECT NO. 40316**

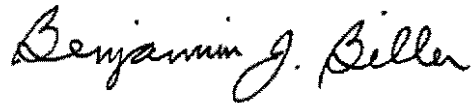
Dear Mr. Pierce:

Enclosed please find our Invoice Numbers 6-40316-CN-001 for professional services in connection with the above referenced project.

If any further information is necessary to process these invoices for payment, please feel free to contact Scott Forbes at 972-661-5626.

Sincerely,

HNTB CORPORATION



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

BJB/sso

Enclosures

cc: Scott Forbes - Plano
Finance

HNTB

April 29, 2005

TOWN OF ADDISON
Mr. James C. Pierce, Jr., P.E.
Assistant Public Works Director
P.O. Box 9010
Addison, Texas 75001-9010

In Account With

HNTB CORPORATION

Correspondence Address:
5910 West Plano Parkway, Suite 200
Plano, TX 75093

Remittance Address:
P.O. Box 802741
Kansas City, MO 64180-2741

Invoice No. 6-40316-CN-001

MAXIMUM: \$ 97,502.00

Professional services in connection with the construction services for the Beltline Road Rehabilitation.

For the period: November 20, 2004 through April 1, 2005

DIRECT PAYROLL COSTS (Detail Attached):

\$ 8,865.06 x 3.00 \$ 26,595.18

REIMBURSABLE EXPENSES (Detail Attached):

\$ 1,282.12 x 1.00 \$ 1,282.12

Total Amount Earned This Period \$ 27,877.30
Plus Previously Invoiced 63,449.04

Total Amount Earned To Date \$ 91,326.34
Less Previously Invoiced 63,449.04

AMOUNT DUE THIS INVOICE \$ 27,877.30

*OK. TO PAY
5/20
5/5/05*

BILLING REPORT
 BILL4 By Segment



Direct Payroll

Dates: 11/20/04 through 04/01/05

Job	40316	Beltline Road Rehabilitation	E/O	Biller, BJ (01735)	Ofc	003
Ph Seg	CN-001	Construction Services	P/M	Forbes, WS (13791)	Ofc	003
			B/O	Dallas TX	Ofc	003
			B/F	HNTB CORPORATION		

Ofc	EmpNo	Employee	Emp Firm	Shift Code	Transxn Type	Rate	Hours	Amount	Remarks
003	13669	Filer, Daniel J	HI			23.80	14.00	333.20	Regular
			HI			23.80	1.00	23.80	Reg-Ovt
003	13674	Holder, Jerry D	HI			61.91	49.00	3,033.59	Regular
003	13786	Chastain, Douglas	HI			20.68	45.50	940.94	Regular
			HI			20.68	40.00	827.20	Reg-Ovt
003	13791	Forbes, William S	HI			53.85	62.00	3,338.70	Regular
			HI			53.85	1.00	53.85	Reg-Ovt
003	13792	Hayes, Chris	HI			21.64	14.50	313.78	Regular

Total Labor Distribution

Billing Item: 40316-CN-001	185.00	7,960.21	Regular
	42.00	904.85	Reg-Ovt

227.00 8,865.06 Total

BILLING REPORT

4E by Job, Phase, Segment

**Expense Task Distribution**

Dates: 11/20/2004 through 04/01/2005

Job	40316	Beltline Road Rehabilitation	E/O	01735	Benjamin J. Biller	Ofc	003
Phase	CN	CONSTRUCTION	PM	13791	William Scott Forbes	Ofc	003
Seg	001	Construction Services	BO	Dallas TX		Ofc	003

Contracting Entity HNTB CORPORATION

Task/Description	DB	Fi	Ofc	Effective Date	Journal Name	Description	Amount
E020 MATERIALS AND SUPPLI							
	CE	HI	134	12/01/04	Payables Journal for DEC-2004	Ebeling, Michael Wayne (23242)--ER102104MWE--	19.28
	CE	HI	003	11/30/04	Payables Journal for DEC-2004	HOTLINE DELIVERY SYSTEMS--53589--	51.45
	CE	HI	134	12/31/04	Payables Journal for DEC-2004	LONE STAR OVERNIGHT--3065289--ADJ1 12-145	12.01
Total - Task E020 MATERIALS AND SUPPLI							82.74
E027 SUBSISTENCE							
	CE	HI	134	12/31/04	Payables Journal for DEC-2004	Ebeling, Michael Wayne (23242)--ER101504MWE1--	24.64
	CE	HI	134	12/01/04	Payables Journal for DEC-2004	Ebeling, Michael Wayne (23242)--ER102104MWE--	207.49
	CE	HI	134	11/22/04	Payables Journal for DEC-2004	Ebeling, Michael Wayne (23242)--ER102804MWE--	10.35
	CE	HI	134	11/22/04	Payables Journal for DEC-2004	Ebeling, Michael Wayne (23242)--ER102804MWE--	10.36

* Copies of Original Substantiation for Subsistence required by IRC 274(d) are available.

BILLING REPORT

4E by Job, Phase, Segment

HNTB**Expense Task Distribution**

Dates: 11/20/2004 through 04/01/2005

Job	40316	Beltline Road Rehabilitation	E/O	01735	Benjamin J. Biller	Ofc	003
Phase	CN	CONSTRUCTION	PM	13791	William Scott Forbes	Ofc	003
Seg	001	Construction Services	BO	Dallas TX		Ofc	003

Contracting Entity HNTB CORPORATION

Task/Description	DB	Fi	Ofc	Effective Date	Journal Name	Description	Amount
	CE	HI	134	12/01/04	Payables Journal for DEC-2004	Ebeling, Michael Wayne (23242)-ER103104MWE-	13.28
	CE	HI	134	12/01/04	Payables Journal for DEC-2004	Ebeling, Michael Wayne (23242)-ER103104MWE-	215.22
	CE	HI	134	11/29/04	Payables Journal for DEC-2004	Ebeling, Michael Wayne (23242)-ER110804MWE-	48.95
	CE	HI	134	11/29/04	Payables Journal for DEC-2004	Ebeling, Michael Wayne (23242)-ER110804MWE-	53.85
	CE	HI	134	12/06/04	Payables Journal for DEC-2004	Ebeling, Michael Wayne (23242)-ER111704MWE-	14.08
Total - Task E027					SUBSISTENCE		598.22
E027 TRAVEL							
	CE	HI	134	12/21/04	Payables Journal for DEC-2004	Ebeling, Michael Wayne (23242)-ER101504MWE-	8.15
	CE	HI	134	12/31/04	Payables Journal for DEC-2004	Ebeling, Michael Wayne (23242)-ER101504MWE1-	151.42
	CE	HI	134	12/21/04	Payables Journal for DEC-2004	Ebeling, Michael Wayne (23242)-ER102104MWE1~	15.00

* Copies of Original Substantiation for Subsistence required by IRC 274(d) are available.

BILLING REPORT

4E by Job, Phase, Segment

**Expense Task Distribution**

Dates: 11/20/2004 through 04/01/2005

Job 40316	Beltline Road Rehabilitation	E/O 01735	Benjamin J. Biller	Ofc 003
Phase CN	CONSTRUCTION	PM 13791	William Scott Forbes	Ofc 003
Seg 001	Construction Services	BO Dallas TX		Ofc 003

Contracting Entity HNTB CORPORATION

Task/Description	DB	Fi	Ofc	Effective Date	Journal Name	Description	Amount
	CE	HI	134	12/21/04	Payables Journal for DEC-2004	Ebeling, Michael Wayne (23242)~ER102604MWE~	13.50
	CE	HI	134	12/21/04	Payables Journal for DEC-2004	Ebeling, Michael Wayne (23242)~ER103104MWE1~	10.50
	CE	HI	134	12/21/04	Payables Journal for DEC-2004	Ebeling, Michael Wayne (23242)~ER110504MWE~	14.70
	CE	HI	134	12/21/04	Payables Journal for DEC-2004	Ebeling, Michael Wayne (23242)~ER111004MWE~	15.20
	CE	HI	134	12/21/04	Payables Journal for DEC-2004	Ebeling, Michael Wayne (23242)~ER111404MWE~	7.80
	CE	HI	003	12/06/04	Payables Journal for DEC-2004	Filer, Daniel Joseph (13669)~ER112904DJF1~	10.13
	CE	HI	003	12/06/04	Payables Journal for DEC-2004	Filer, Daniel Joseph (13669)~ER112904DJF2~	18.76
	CE	HI	134	12/14/04	JE 12-028	NOVEMBER 2004 MILEAGE	336.00
Total - Task E027 TRAVEL							601.16
						Total - Expense Charges	1,282.12

* Copies of Original Substantiation for Subsistence required by IRC 274(d) are available.

HNTB Corporation — Project Status Report

Project:	Beltline Road Pavement Rehabilitation (Marsh Lane to Dallas North Tollway)
Client:	Town of Addison, Texas
Report No.:	5
Time Period:	November 20, 2004 through April 1, 2005
Prepared By:	WSF

Work Started or Progressed

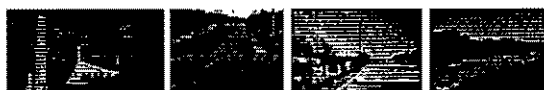
- Contractor continued with the construction phase of project.
- Contractor began working on the project punch list to complete the project.

Work Completed

- Provided on-site inspection during construction. Contractor has completed the main lane paving and is working to complete items on the project punch list.
- Working with the Town and the contractor to address construction related issues.

Work Scheduled to be Performed During Next Report Period

- As of April 1, 2005, work remaining includes replacing missing traffic buttons and installing puppy tracks at selected intersections.
- Continue to provide on-site inspection as needed.
- Assist Town with project closeout.
- Deliver to Town all relevant construction documentation generated as a result of the project.



Steve Chutchian

To: Chris Terry
Cc: Jenny Nicewander; jholder@HNTB.com; jhill@cowlesthompson.com
Subject: Belt Line Road Final

Chris:

I met with John Hill this morning regarding the necessary steps to final the Belt Line Road resurfacing project. Subsequently, I talked with Jerry Holder and asked him to prepare a letter to APAC-Texas, Inc. for our review. The following will be included in the letter:

- Town acknowledgment that all "punch list" items have been satisfactorily completed by the Contractor.
- Town acceptance of the project subject to the following conditions:
 1. Receipt of the Affidavit of Bills Paid
 2. Receipt of the Surety Consent Form
- Statement that final payment will be made to the contractor subject to formal approval by the Council.
- The Contractor may invoice the Town for final payment at this time, in the amount of \$_____, which is based on the following:

Original contract amount of \$730,766, plus change orders totaling approximately \$3,600, and deducting \$10,000 per day x 30 days = \$300,000 for disincentives.

John Hill stated that we will act in accordance with the response we subsequently receive from APAC-Texas, Inc.
Thanks.

Steve C.

April 20, 2005

Mr. Stephen B. Robertson
Division President
APAC - Texas, Inc.
2121 Irving Boulevard
Dallas, Texas 75207

Mr. Kirk Morris
APAC - Texas, Inc.
Texas Bitulithic Division
2121 Irving Boulevard
Dallas, Texas 75207

Re: **Belt Line Road Pavement Rehabil**

Dear Messrs. Robertson and Morris:

Ken Dippel with this office serves as the City Attorney for the Town of Addison, Texas (the "City"). On October 12, 2004, the City entered into a contract (the "Contract") with APAC Texas, Inc. ("APAC") in which, for the compensation stated in the Contract, APAC agreed to rehabilitate Belt Line Road from Marsh Lane to the Dallas North Tollway by applying a two-inch layer of asphalt to the existing pavement (the "Project"). The Project was to be performed in accordance with plans and specifications prepared by HNTB Corporation. APAC has failed to complete the work on the Project, and demand is hereby made that APAC promptly complete the Project.

The Project impacted a major east-west transportation route through the City, and it was therefore imperative that it be completed in a timely manner. The time period for completion was established by Section 14 of the Special Provisions of the Contract and was originally set at twenty-five (25) calendar days, to commence upon the issuance by the City of a notice to proceed. Ultimately, this time period was extended an additional five (5) days, for a total time period of thirty (30) days. To underscore the importance of time, the Contract provides that "time of completion is of the essence" (Section 14 of the Contract, Instructions to Bidders, Paragraph R).

Notice to proceed was issued on Oct 17, 2004; therefore, under the original 25 day time period, the Contract should have been finally completed by November 11, 2004, and under the extended time period of 30 days should have been finally completed by November 16, 2004. However, the Project did not reach a condition of substantial completion until December 14, 2004, or 30 days after commencement. It appears that at least part of that failure and the extended delay in reaching substantial completion can be attributed to (i) APAC electing to take

Steve - 4/20
Please review
a final time
and call John
w/ any changes and
fill in the blanks.
Chris

14

off five (5) days, at least one of which was during the initial 25 day time period, and (ii) APAC failing to take advantage of the City's extension of the hours of construction on weekends following Thanksgiving.

The Contract provides for incentive payments and disincentive withholding, based upon the timely completion of the Project. Section 30 of the Special Conditions of the Contract makes it clear that the completion time period, for purposes of an incentive payment or disincentive withholding, would not be adjusted for any reason, except for a catastrophic event. Section 14 of the Special Conditions further provides that the time would stop upon completion of the punch list and the Project's final acceptance. Although the punch list was not completed (and remains incomplete), the City elected to terminate the time period for calculating disincentive withholding on December 10, 2004, or 58 days following commencement of construction. The time period to complete the Project was therefore exceeded by 28 days, resulting in a disincentive withholding amount of ~~\$280,000~~ 30,000.

A number of items for the Project remain to be completed and, as time passes, work that has been performed is deteriorating. The City has developed a punch list, which is attached to this letter as Exhibit "A." The City hereby makes demand upon APAC to make the repairs listed in the Punch List within thirty (35) days from the date of this letter.

If APAC fails to complete the Punch List and finally complete the Contract within this thirty-five day time period, the City may pursue any remedy available to it, including (i) a determination of the cost of performing the work to complete it and deducting the cost of completion from any monies due or to become due to APAC (Section 1.42.1, General Provisions of the contract), or (ii), declaring APAC in default of the contract and making demand on the performance bond surety to complete the contract (Section 1.42.1, General Provisions of the contract). By copy of this letter the City serves notice to the performance bond surety.

We look forward to APAC's immediate cooperation. To facilitate APAC's cooperation, the City's engineering staff would welcome a meeting with APAC representatives to address the remaining construction and repair items. Any disputed repair issues could hopefully be resolved at this meeting. If you have any questions, please do not hesitate to contact me.

Sincerely,

John M. Hill

April 20, 2005
Page 3

cc: [Performance Bond Surety]

Mr. Ron Whitehead, City Manager

Mr. Chris Terry, Assistant City Manager

Mr. Steve Chutchian, Assistant Director of Public Works



ARCHITECTS ENGINEERS PLANNERS

90 Years

5110 W. Plano Parkway
Suite 200
Plano, Texas
75093
972.661.5626
Fax 972.661.5611
www.hntb.com

January 4, 2005

APAC – Texas, Inc.
Texas Bitulithic Division
2121 Irving Boulevard
Dallas, Texas 75207

Attention: Mr. Kirk Morris
Area Manager

Re: Belt Line Road Pavement Rehabilitation
Marsh Lane to Dallas North Tollway
Pay Request Review

Dear Mr. Morris:

As you and I discussed by telephone on Thursday, December 30, 2004, the pay request submitted to the Town of Addison was not complete. Therefore, we are rejecting the pay estimate that was forwarded to the Town in December 2004.

As with any project, there needs to be an agreement reached as to final quantities and the amount of the final pay estimate for the work performed. We are requesting that you provide us for review a final pay estimate that includes all currently approved change orders and a list of any additional change orders items or work efforts that APAC has determined are outside the current contract between APAC and the Town. Labor, equipment, materials and time need to be included. For example, if there are additional costs over and above the unit price for installing the puppy tracks and crosswalk that were not on the plans but are shown on the final punch list, those additional costs need to be identified and included. The Town wants to review a final pay estimate that shows what APAC feels they are owed for the work.

We request you provide this information to us prior to our meeting this Thursday, January 6, 2005 so that both HNTB and the Town can review the information prior to the meeting. This will allow us to focus on only items that may be in question.

If you have any questions, please contact me at 972-661-5626.

Sincerely,

HNTB CORPORATION

Scott Forbes, P.E.
Municipal Department Manager

- Cc: S. Chutchian, Town of Addison
- R. Jones, Town of Addison
- M. Murphy, Town of Addison
- J. Nicewander, Town of Addison
- J. Pierce, Town of Addison
- J. Holder, HNTB Corporation
- M. Ebeling, HNTB Corporation

The HNTB Companies

OFFICES: ALABAMA, ALASKA, ARIZONA, ARKANSAS, CALIFORNIA, COLORADO, CONNECTICUT, DELAWARE, FLORIDA, GEORGIA, ILLINOIS, INDIANA, IOWA, KANSAS, KENTUCKY, LOUISIANA, MAINE, MARYLAND, MASSACHUSETTS, MICHIGAN, MINNESOTA, MISSISSIPPI, MISSOURI, MONTANA, NEBRASKA, NEVADA, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, NORTH CAROLINA, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, PENNSYLVANIA, RHODE ISLAND, SOUTH CAROLINA, SOUTH DAKOTA, TEXAS, UTAH, VERMONT, VIRGINIA, WASHINGTON, WISCONSIN, WYOMING

MAJORS 40316-Bellline COMMITMENTS LETTERS APAC 10-05 pay request final.doc



Texas Bitulithic Division
 2121 Inving Blvd, P.O. Box 224048 Dallas, Texas 75222-4048
 (214) 741-3831 FAX (214) 742-3540

TO: Town of Addison
 P.O. Box 9010
 Addison, Tx. 75001

JOB # : 382958
 JOB : Town of Addison
 Beltline Road Resurfacing

ESTIMATE # 1 FROM: 12/23/04 TO: 12/23/04

APAC ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	UNIT PRICE	CONTRACT AMOUNT	QUANTITY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE
0001	R & R REINF. CONCRETE 8"	SY	35	360.00	\$12,600.00	11.40	\$4,104.00	11.40	\$4,104.00
0002	HOT MIX ASPHALT TYPE D	SY	100,300	4.00	\$401,200.00	103,413.00	\$413,652.00	103,413.00	\$413,652.00
0003	PRIME COAT	GAL	8,100	0.45	\$3,645.00	8,100.00	\$3,645.00	8,100.00	\$3,645.00
0004	PAVEMENT WEDGE MILLING 6"	LF	20,100	1.75	\$35,175.00	20,100.00	\$35,175.00	20,100.00	\$35,175.00
0005	PAVEMENT WEDGE MILLING 8"	LF	18,300	2.50	\$45,750.00	18,300.00	\$45,750.00	18,300.00	\$45,750.00
0006	PAVEMENT BUTT JOINT & INTERSECTION	SY	6,600	4.50	\$29,700.00	6,600.00	\$29,700.00	6,600.00	\$29,700.00
0007	REINFORCED HIGH DENSITY STRESS	LF	59,250	2.15	\$127,387.50	57,165.00	\$122,904.75	57,165.00	\$122,904.75
0008	ADJ MANHOLE CASTINGS	EA	15	300.00	\$4,500.00	15.00	\$4,500.00	15.00	\$4,500.00
0009	ADJ VALVE BOXES	EA	64	120.00	\$7,680.00	64.00	\$7,680.00	64.00	\$7,680.00
0010	TRAFFIC CONTROL	LS	1	10,500.00	\$10,500.00	1.00	\$10,500.00	1.00	\$10,500.00
0011	TRAFFIC MARKERS 4" LEAD	EA	950	3.40	\$3,230.00	998.00	\$3,393.20	998.00	\$3,393.20
0012	TRAFFIC MARKERS 4" ROUND	EA	7,850	2.60	\$20,410.00	9,340.00	\$24,284.00	9,340.00	\$24,284.00
0013	THERMOPLASTIC REFLECTORIZED STO	LF	1,755	4.70	\$8,248.50	1,450.00	\$6,815.00	1,450.00	\$6,815.00
0014	PAINTED REFLECTORIZED CROSSWALK	LF	2,960	1.05	\$3,108.00	3,100.00	\$3,255.00	3,100.00	\$3,255.00
0015	THERMOPLASTIC REFLECTORIZED PU	LF	1,120	2.10	\$2,352.00	1,295.00	\$2,719.50	1,295.00	\$2,719.50
0016	THERMOPLASTIC REFLECTORIZED WO	EA	31	155.00	\$4,805.00	31.00	\$4,805.00	31.00	\$4,805.00
0017	THERMOPLASTIC REFLECTORIZED LE	EA	56	78.00	\$4,368.00	56.00	\$4,368.00	56.00	\$4,368.00
0018	THERMOPLASTIC REFLECTORIZED RIG	EA	16	78.00	\$1,248.00	16.00	\$1,248.00	16.00	\$1,248.00
0019	THERMOPLASTIC REFLECTORIZED STR	EA	6	78.00	\$468.00	5.00	\$390.00	5.00	\$390.00
0020	THERMOPLASTIC REFLECTORIZED CO	EA	3	130.00	\$390.00	3.00	\$390.00	3.00	\$390.00
0021	PAVEMENT MARKING CONTINGENCY	LS	1	4,000.00	\$4,000.00	0.00	\$0.00	0.00	\$0.00

ORIGINAL CONTRACT AMOUNT	\$730,765.00
WORK COMPLETED	\$729,278.45
RETAINAGE 4.00%	\$29,171.14
LESS DEDUCTIONS	\$0.00
SUB-TOTAL	\$700,107.31
	\$729,278.45
	\$29,171.14
	\$0.00
	\$700,107.31

John E. Joffe 12/23/04
 APAC-TEXAS INC.

Belt Line Road Resurfacing
March 16, 2005

Incentive/disincentive payments

Town of Addison Position:

- Contract awarded to APAC-Texas, Inc., in the amount of \$730,766, and 25 calendar days.
- The project included A + B bidding, which provided for no additional days granted to the Contractor for utility, inclement weather, or other issues that arise.
- Contractor was granted 3 additional days by the Town due to change in scope of work related to jointing strips on existing pavement.
- Town and Contractor agreed upon final number of days to be charged to contract at 58 days.
- Disincentive amount is calculated based on number days beyond contract limit times \$10,000 per day. Total disincentive amount is \$300,000.
- The Town has made no payments to APAC-Texas, Inc. for work performed.
- The Contractor has not completed punch list items to date.
- The Town recommends that the Contractor be paid \$430,766 + approx. \$3,600 for a change order that was approved by the Public Work Department. The remaining budget amount would be approximately \$815,634 out of an original budgeted amount of \$1.25 million.

APAC-Texas, Inc. Position

- The Contractor is requesting compensation for additional work performed (see attachment), in the total amount of \$254,327.04. If this amount is subtracted from the \$300,000 disincentive amount, the net deduction from the Contractor's original bid would be \$45,672.96.
- \$84,327.04 of the deduction consists of materials and labor involved with the removal and replacement of the inside, eastbound lane of Belt Line Rd. However, the Town directed the Contractor to replace the pavement due to faulty workmanship during construction.
- The Contractor has asked for 15 days extension of time, at \$10,000 per day, due to wet and cold weather conditions. The contract specifically states that no inclement weather conditions will be considered at any time.
- The Contractor has asked for 2 days extension of time, at \$10,000 per day, due to the need to replace damaged loop detectors. The Public Works Dept. is in agreement that the Contractor could be compensated for this work.

It is the assessment of the Public Works Dept. that the Contractor should have the \$300,000 disincentive amount reduced by \$20,000 to a net amount of \$280,000.

Town of Addison
Public works

March 15, 2005

Beltline Punch List - Updated

1. Southbound Midway curb lane just north of Belt Line - clean up asphalt clumps in lanes
2. Repair approaches raveling-
 - a. Southside of Belt Line at Blockbuster Video – still raveling
 - b. Business Avenue – NE Corner raveling
 - c. Landmark Blvd. – SE Corner raveling
 - d. Surveyor Blvd. – South side raveling
 - e. Commercial – NE Side raveling
 - f. Addison Road – SE corner raveling
3. Replace missing buttons project wide.
4. The broken ring to the valve stack eastbound curb lane in front of Fresh Choice Station 48+50+/- . Cap is there, adjusting ring is still broken/missing.
5. Valve stack that rattles as you drive over it in the eastbound curb lane at Quorum Drive. Lid still rattles.
6. 4135 Belt Line Road – Repair raveled area near driveway, north side of Belt Line (westbound), outside lane.

The following were not shown on the construction plans but need to be added to the project:

1. Puppy tracks need to be installed for the double lefts at the Addison/Inwood and Belt Line intersection.
2. Puppy tracks need to be installed for the double right on Beltway at Belt Line.



APAC-TEXAS, INC. - Texas Bitulithic Division - 2121 Irving Boulevard - P. O. Box 224048
Dallas, Texas 75222-4048 - (214) 741-3531 - FAX (214) 742-3540

FAX COVER SHEET

DATE OF TRANSMISSION: 1/6/05

PLEASE DELIVER THE FOLLOWING PAGES TO:	NAME: SCOTT FORBES
	DEPARTMENT:
	COMPANY: HNTB

FROM: KIRK MORRIS

WE ARE TRANSMITTING PAGES (INCLUDING THIS COVER SHEET).
IF THE TRANSMISSION IS INCOMPLETE OR FAULTY PLEASE CALL US AT (214) 741-3531

COMMENTS:

SCOTT, HERE IS OUR CLAIM SUMMARY.

THE BILL FOR CONTRACTED ITEMS ~~AND~~ PLUS CHARGE ORDERS WILL BE BELOW ORIGINAL CONTRACT VALUE.

THANK YOU.

NOTICE OF CONFIDENTIALITY

THIS FACSIMILE MAY CONTAIN INFORMATION THAT IS PRIVILEGED AND CONFIDENTIAL AND/OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. THIS TRANSMISSION IS INTENDED SOLELY FOR THE INDIVIDUAL OR ENTITY DESIGNATED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU SHOULD UNDERSTAND THAT ANY DISTRIBUTION, COPYING OR USE OF THE INFORMATION CONTAINED IN THIS FACSIMILE BY ANYONE OTHER THAN THE DESIGNATED RECIPIENT IS UNAUTHORIZED AND STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY THE SENDER BY TELEPHONE.

Town of Addison				
Claim for Time and Additional Work				
Extra Work:				
Remove and Replace Asphalt			4,650.00	SY
PLUS ADDITIONAL MISCELLANEOUS				
BUMPS CAUSED BY FABRIC				
REFLECTION				
<u>Dustrol:</u>				
Re-Moblize			\$ 5,000.00	
Mill Asphalt			\$ 16,500.00	
M/U			\$ 2,150.00	
			\$ 23,650.00	
<u>APAC:</u>				
Lay Asphalt			\$ 60,000.00	
			\$ 83,650.00	
Additional Signs:				
Signs			\$ 615.49	
M/U			\$ 61.55	
			\$ 677.04	
Disincentive Days - Disagreement with				
TOO COLD / WET	15	days	\$ 10,000.00	\$ 150,000.00
LOOP DETECTORS	2	days	\$ 10,000.00	\$ 20,000.00
				\$ 170,000.00
Total Claim for Additional Time & Work:				\$ 254,327.04
Total Disincentive:				
Original Contract time			25	
Added by Change Order			3	
Total Contract Time			28	
Time Used on Project			58	
Disincentive Days			30	
30	days	@	\$ 10,000.00	\$ 300,000.00
TOTAL DISINCENTIVE				\$ 45,672.96

HNTB Corporation
THE HNTB COMPANIES
Engineers Architects Planners

701 Commerce Street
Suite 700
Dallas, TX 75202

Telephone (214) 748-8400
Facsimile (214) 742-4682
www.hntb.com

March 10, 2005

HNTB

Mr. Steve Chutchian, P.E.
Asst. City Engineer
Town of Addison, Texas
16801 Westgrove Dr.
P.O. Box 9010
Addison, Texas 75001-9010

RE: Beltline Road Pavement Rehabilitation
Marsh Lane to Dallas North Tollway
Supplemental Agreement 01

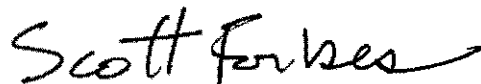
Dear Mr. Chutchian:

Please find attached for your review, approval and signature, two (2) original documents for Supplemental Agreement 01 to our original engineering/design services, for the Beltline Road Project between the Town of Addison, Texas and HNTB Corporation. Please review, sign and return one copy with original signatures to my attention at HNTB Corporation; 5910 West Plano Parkway, Suite 200; Plano, TX 75093.

If you have any questions, please feel free to call me at (972) 628-3150.

Thank you,

HNTB CORPORATION



Scott Forbes, P.E.
Municipal Department Manager

Enclosures
40316

HNTB Corporation
THE HNTB COMPANIES
Engineers Architects Planners

5910 W Plano Parkway
Suite 200
Plano, TX 75093

Telephone (972) 661-5626
Facsimile (972) 661-5614
www.hntb.com

February 16, 2005

Mr. Jim Pierce, P.E.
Asst. Public Works Director
Town of Addison, Texas
5300 Beltline Road
P.O. Box 9010
Addison, Texas 75001-9010

HNTB

RE:

Beltline Road Pavement Rehabilitation
Marsh Lane to Dallas North Tollway
Supplemental agreement 01

Dear Mr. Pierce:

Please find attached for your review and signature, two (2) original documents for Supplemental agreement 01 to our original engineering/design services, for the Beltline Road Project between the Town of Addison, Texas and HNTB Corporation. Please review, sign and return the originals to my attention at HNTB Corporation; 5910 West Plano Parkway, Suite 200; Plano, TX 75093.

Once the Agreements are signed, HNTB will forward a fully executed copy for your files. If you have any questions or require any additional information, please feel free to call me at (972) 661-5626 ext. 3207.

Thank you,

HNTB CORPORATION



Debra L. Sanford
Project Administrator

Enclosures
40316 Supplement 01

February 16, 2005

HNTB

Mr. Jim Pierce, P.E.
Asst. Public Works Director
Town of Addison
16801 Westgrove Drive
P.O. Box 9010
Addison, TX 75001-9010

Re: Beltline Road Pavement Rehabilitation
Marsh Lane to Dallas North Tollway

Dear Mr. Pierce:

As you know, the Beltline Road project exceeded the original schedule by 28 days. Our Inspection Services in the original professional services contract were based on a 30-day construction schedule. When the construction schedule exceeded the 25-day original schedule HNTB continued to provide construction inspection services per the request of the Town of Addison. We verbally agreed to continue our services with the knowledge that the Town of Addison would pay any additional monies owed to HNTB from the daily disincentive being applied to the contractor.

The attached spreadsheet shows our labor for the project. The original inspection contract amount was \$66,207.46. The additional inspection work we have performed has caused the original budget to be exceeded by \$23,303.22. We anticipate there will be further work once APAC comes out to finalize the remaining repair areas. We have estimated 24 hours for inspection and 30 hours for engineering and management time. This brings the total increase to \$31,295.22. We have attached a supplemental agreement for this amount for your review.

We appreciate your attention to this matter. Please call me with any questions.

Sincerely,

HNTB CORPORATION



Jerry D. Holder, Jr., P.E.
Director of Municipal Services

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 01, to the AGREEMENT FOR PROFESSIONAL SERVICES, dated 2 August, 2004, between the Town of Addison, Texas (Owner) and HNTB Corporation (HNTB) is made effective as of February 16, 2005.

1. HNTB shall perform the following Services: The continuation of engineering and inspection services as outlined in above referenced agreement, throughout the construction duration of the project.

2. In conjunction with the performance of the foregoing Services, HNTB shall provide the following submittals/deliverables (Documents) to Owner:
Construction engineering and inspection services as outlined in master agreement.

3. HNTB shall perform the Services and deliver the related Documents (if any) according to the following schedule:
Through-out the construction duration of the project, as estimated in attached schedule.

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

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

(Owner)

HNTB Corporation
(HNTB)

Signature: _____

Signature: _____

Name: _____

Name: Benjamin J. Biller

Title: _____

Title: Vice President

Date: _____

Date: _____

Beltline Road - Inspection Services
40316-CN-001

2/16/2005
HNTB Corporation

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

Supplemental Amount:

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

New Inspection Contract Amount: \$ 97,502.68

HNTB Corporation
THE HNTB COMPANIES
Engineers Architects Planners

5910 W Plano Parkway
Suite 200
Plano, TX 75093

Telephone (972) 661-5626
Facsimile (972) 661-5614
www.hntb.com

February 16, 2005

Mr. Jim Pierce, P.E.
Asst. Public Works Director
Town of Addison, Texas
5300 Beltline Road
P.O. Box 9010
Addison, Texas 75001-9010

HNTB

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Beltline Road Pavement Rehabilitation
Marsh Lane to Dallas North Tollway
Supplemental agreement 01

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Thank you,

HNTB CORPORATION


Debra L. Sanford
Project Administrator

Enclosures
40316 Supplement 01

February 16, 2005

HNTB

Mr. Jim Pierce, P.E.
Asst. Public Works Director
Town of Addison
16801 Westgrove Drive
P.O. Box 9010
Addison, TX 75001-9010

Re: Beltline Road Pavement Rehabilitation
Marsh Lane to Dallas North Tollway

Dear Mr. Pierce:

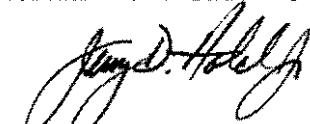
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HNTB CORPORATION



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Director of Municipal Services

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

(Owner)

Signature: _____

Name: _____

Title: _____

Date: _____

HNTB Corporation
(HNTB)

Signature: _____

Name: Benjamin J. Biller

Title: Vice President

Date: _____

Beltline Road - Inspection Services
40316-CN-001

2/16/2005
HNTB Corporation

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 Supplemental Amount:			
Amount currently over budget:	\$ 23,303.22	<u>Hours</u>	
Estimated Additional Inspection Time:	\$ 2,592.00	24	
Estimated Additional Engineering/Management Time:	<u>\$ 5,400.00</u>	30	
Total Supplemental Agreement Requested:	\$ 31,295.22		
 New Inspection Contract Amount:	 \$ 97,502.68		



APAC-TEXAS, INC. - Texas Bitulithic Division - 2121 Irving Boulevard - P. O. Box 224048
Dallas, Texas 75222-4048 - (214) 741-3531 - FAX (214) 742-3540

FAX COVER SHEET

DATE OF TRANSMISSION: 11/25/04

PLEASE DELIVER THE FOLLOWING PAGES TO:	NAME: M. MURPHY & JERRY HODER, P.E.
	DEPARTMENT:
	COMPANY: TOWN OF ADDISON & HNTB

FROM: KIRK MORRIS

WE ARE TRANSMITTING PAGES (INCLUDING THIS COVER SHEET).
IF THE TRANSMISSION IS INCOMPLETE OR FAULTY PLEASE CALL US AT (214) 741-3531

COMMENTS:

SCHEDULE FOR COMPLETION

THANK YOU.

NOTICE OF CONFIDENTIALITY

THIS FACSIMILE MAY CONTAIN INFORMATION THAT IS PRIVILEGED AND CONFIDENTIAL AND/OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. THIS TRANSMISSION IS INTENDED SOLELY FOR THE INDIVIDUAL OR ENTITY DESIGNATED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU SHOULD UNDERSTAND THAT ANY DISTRIBUTION, COPYING OR USE OF THE INFORMATION CONTAINED IN THIS FACSIMILE BY ANYONE OTHER THAN THE DESIGNATED RECIPIENT IS UNAUTHORIZED AND STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY THE SENDER BY TELEPHONE.

Act ID	Description	2004																								
		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	01	02	03	04	05	06	07	08	09
1000	WEDGE MILLING																									
1010	REPAIR CONCRETE																									
1020	INSTALL JOINT FABRIC																									
1030	2" TYPE D H/MAC O/L																									
1040	PAVEMENT MARKINGS																									
1050	LOOP DETECTORS																									
1060	PUNCH LIST																									

APAC - TEXAS, INC.
TOWN OF ADDISON

Start date	17OCT04
Finish date	13DEC04
Date date	17OCT04
Run date	29NOV04
Page number	1A
© Primavera Systems, Inc.	

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point

2004

NOV

DEC

10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18

2" TYPE D H-MAC OIL

PAVEMENT MARKINGS

LOOP DETECTORS

PUNCH LIST

Start date	17OCT04
Finish date	13DEC04
Data date	17OCT04
Run date	29NOV04
Page number	1B
© Primavera Systems, Inc.	

APAC - TEXAS, INC.
TOWN OF ADDISON

<input type="checkbox"/>	Early bar
<input type="checkbox"/>	Progress bar
<input type="checkbox"/>	Critical bar
<input type="checkbox"/>	Summary bar
<input type="checkbox"/>	Start milestone point
<input type="checkbox"/>	Finish milestone point

2004

2005

DEC

JAN

17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22

Start date 17OCT04
 Finish date 13DEC04
 Data date 17OCT04
 Run date 29NOV04
 Page number 10
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**APAC - TEXAS, INC.
 TOWN OF ADDISON**

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point

ASHLAND.**APAC- Texas, Inc.****Kirk D. Morris**
Area ManagerA subsidiary of Ashland Paving And Construction, Inc.
Texas Bitulithic Division
P.O. Box 224048, Dallas, TX 75222-4048
Tel: 214 741-3531, Fax: 214 742-3540

November 23, 2004

November 17, 2004

Jerry Holder, P.E.
HNTB Corporation
5910 W. Plano Parkway Ste. 200
Plano, TX 75093

RE: Schedule deviation request

Dear Mr. Holder,

In order to facilitate holiday traffic, APAC – Texas, Inc. would like to work November 24, 2004 during the day weather permitting, to tie-in the area around the railroad track first and then continue with laying left-turn lanes and right turn lanes as time and weather permit. Our schedule would be as follows, lane closures would go up at 8 A.M. and come down at 11 A.M. and then go backup at 1 P.M. until 4:30 P.M. decisions on whether east bound or west bound gets done first would be made in the field. Next, APAC – Texas, Inc. intends to shut down work on the project until Monday night November 29, 2004. If you have any questions, please contact me at the Dallas Office.

Sincerely,

APAC – Texas, Inc.Kirk D. Morris
Area ManagerCc S. Robertson, APAC – Texas, Inc.
D. McEuen, APAC – Texas, Inc.
R. Blackburn, APAC – Texas, Inc.



ARCHITECTS ENGINEERS PLANNERS

90 Years

5100 W. Plano Parkway
Suite 200
Plano, Texas
75093
972.661.5626
Fax 972.661.5611
www.hntb.com

January 4, 2005

APAC – Texas, Inc.
Texas Bitulithic Division
2121 Irving Boulevard
Dallas, Texas 75207

Attention: Mr. Kirk Morris
Area Manager

Re: Belt Line Road Pavement Rehabilitation
Marsh Lane to Dallas North Tollway
Pay Request Review

Dear Mr. Morris:

As you and I discussed by telephone on Thursday, December 30, 2004, the pay request submitted to the Town of Addison was not complete. Therefore, we are rejecting the pay estimate that was forwarded to the Town in December 2004.

As with any project, there needs to be an agreement reached as to final quantities and the amount of the final pay estimate for the work performed. We are requesting that you provide us for review a final pay estimate that includes all currently approved change orders and a list of any additional change orders items or work efforts that APAC has determined are outside the current contract between APAC and the Town. Labor, equipment, materials and time need to be included. For example, if there are additional costs over and above the unit price for installing the puppy tracks and crosswalk that were not on the plans but are shown on the final punch list, those additional costs need to be identified and included. The Town wants to review a final pay estimate that shows what APAC feels they are owed for the work.

We request you provide this information to us prior to our meeting this Thursday, January 6, 2005 so that both HNTB and the Town can review the information prior to the meeting. This will allow us to focus on only items that may be in question.

If you have any questions, please contact me at 972-661-5626.

Sincerely,

HNTB CORPORATION

Scott Forbes, P.E.
Municipal Department Manager

Cc: S. Chutchian, Town of Addison
R. Jones, Town of Addison
M. Murphy, Town of Addison
J. Nicewander, Town of Addison
J. Pierce, Town of Addison
J. Holder, HNTB Corporation
M. Ebeling, HNTB Corporation

THE HNTB CORPORATION
OFFICE OF THE PRESIDENT AND CHIEF EXECUTIVE OFFICER
10000 W. LAS COLINAS BLVD., SUITE 1000, FORT WORTH, TEXAS 76154-4000
TELEPHONE: 817.339.3800 FAX: 817.339.3801
WWW.HNTB.COM
M:\JOBS\40116_Beltline\COMMITUS\LETTERS\APAC 10-05 pay request final.doc

Town of Addison
Public works

December 28, 2004

Beltline Punch List

1. Southbound Midway curb lane just north of Belt Line - clean up asphalt spill
2. Repair approaches raveling-
 - a. Southside of Belt Line at Blockbuster Video,
 - b. Business Avenue,
 - c. Landmark Blvd.,
 - d. Beltway
 - e. Runyon
3. Repair middle of intersections raveling and clean up loose aggregate
 - a. Across from Sam's
 - b. At Surveyor
 - c. At Commercial
 - d. Middle of street across from Watson Taylor
 - e. Kroger entrance (EB inside lane), near Marsh
 - f. At Business
 - g. Right Turn after Commercial WB
 - h. In front of Humperlinks (EB)
4. Sweep curb lane from Quorum to Dallas Parkway both directions.
5. Clean drive approaches for Aggregate
 - a. Check through out project, but was noticed at DWU entrance
6. Replace missing buttons project wide approximately 12 missing.
 - a. 1-section missing at Beltway
 - b. Button in middle of 1st left turn after DNT
7. Repair raveling seams at Quorum (WB inside), Beltway (WB inside)
8. Repair raveling at WB inside left turn at Quorum
9. Adjust manhole in front of Starbucks Station 19+00 and Station 13+75
10. Manhole west of RR tracts needs adjustment, station 88+50
11. Repair raveling at patch in front of inlet @ Business.
12. The broken ring to the valve stack eastbound curb lane in front of Fresh Choice Station 48+50+/-
13. A pothole in the eastbound curb lane at Quorum Drive as you turn to go south on Quorum
14. Valve stack that rattles as you drive over it in the eastbound curb lane at Quorum Drive
15. The three humps in the fast lane immediately west of Surveyor, they're marked with red paint

HNTB Comments

1. Review traffic loops with City of Dallas and get approval from Dallas in writing.
2. Raise valve box at Sta. 85+75.

The following were not shown on the construction plans but need to be added to the project:

3. Paint crosswalk on Inwood at Beltline.
4. Puppy tracks need to be installed for the double rights at the Addison/Inwood and Belt Line intersection.
5. Puppy tracks need to be installed for the double right on Beltway at Belt Line.



Texas Bituthic Division
 2121 Irving Blvd. P.O.Box 224048 Dallas, Texas 75222-4048
 (214) 741-3531 FAX (214) 742-3540

JOB # : 382958

JOB : Town of Addison
 Bellline Road Resurfacing

TO: Town of Addison
 P.O. Box 9010
 Addison, TX. 75001

FROM: TC: 12/23/04

ESTIMATE # 1

APAC ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	UNIT PRICE	CONTRACT AMOUNT	QUANTITY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE
0001	R & R REINF. CONCRETE 8"	SY	35	360.00	\$12,600.00	11.40	\$4,104.00	11.40	\$4,104.00
0002	HOT MIX ASPHALT TYPE D	SY	100,300	4.00	\$401,200.00	103,413.00	\$413,652.00	103,413.00	\$413,652.00
0003	PRIME COAT	GAL	8,100	0.45	\$3,645.00	8,100.00	\$3,645.00	8,100.00	\$3,645.00
0004	PAVEMENT WEDGE MILLING 6"	LF	20,100	1.75	\$35,175.00	20,100.00	\$35,175.00	20,100.00	\$35,175.00
0005	PAVEMENT WEDGE MILLING 8"	LF	18,300	2.50	\$45,750.00	18,300.00	\$45,750.00	18,300.00	\$45,750.00
0006	PAVEMENT BUTT JOINT & INTERSECTION	SY	6,600	4.50	\$29,700.00	6,600.00	\$29,700.00	6,600.00	\$29,700.00
0007	REINFORCED HIGH DENSITY STRESS	LF	59,250	2.15	\$127,387.50	57,165.00	\$122,904.75	57,165.00	\$122,904.75
0008	ADJ MANHOLE CASTINGS	EA	15	300.00	\$4,500.00	15.00	\$4,500.00	15.00	\$4,500.00
0009	ADJ VALVE BOXES	EA	64	120.00	\$7,680.00	64.00	\$7,680.00	64.00	\$7,680.00
0010	TRAFFIC CONTROL	LS	1	10,500.00	\$10,500.00	1.00	\$10,500.00	1.00	\$10,500.00
0011	TRAFFIC MARKERS 4" LEAD	EA	950	3.40	\$3,230.00	998.00	\$3,393.20	998.00	\$3,393.20
0012	TRAFFIC MARKERS 4" ROUND	EA	7,850	2.60	\$20,410.00	9,340.00	\$24,284.00	9,340.00	\$24,284.00
0013	THERMOPLASTIC REFLECTORIZED STO	LF	1,755	4.70	\$8,248.50	1,450.00	\$6,815.00	1,450.00	\$6,815.00
0014	PAINTED REFLECTORIZED CROSSWALK	LF	2,960	1.05	\$3,108.00	3,100.00	\$3,255.00	3,100.00	\$3,255.00
0015	THERMOPLASTIC REFLECTORIZED PU	LF	1,120	2.10	\$2,352.00	1,295.00	\$2,719.50	1,295.00	\$2,719.50
0016	THERMOPLASTIC REFLECTORIZED WO	EA	31	155.00	\$4,805.00	31.00	\$4,805.00	31.00	\$4,805.00
0017	THERMOPLASTIC REFLECTORIZED LE	EA	56	78.00	\$4,368.00	56.00	\$4,368.00	56.00	\$4,368.00
0018	THERMOPLASTIC REFLECTORIZED RIG	EA	16	78.00	\$1,248.00	16.00	\$1,248.00	16.00	\$1,248.00
0019	THERMOPLASTIC REFLECTORIZED STR	EA	6	78.00	\$468.00	5.00	\$390.00	5.00	\$390.00
0020	THERMOPLASTIC REFLECTORIZED CO	EA	3	130.00	\$390.00	3.00	\$390.00	3.00	\$390.00
0021	PAVEMENT MARKING CONTINGENCY	LS	1	4,000.00	\$4,000.00	0.00	\$0.00	0.00	\$0.00

ORIGINAL CONTRACT AMOUNT

\$730,765.00

John E. Jones 12/23/04
 APAC-TEXAS INC.

WORK COMPLETED

\$729,278.45

RETAINAGE

4.00%

\$29,171.14

LESS DEDUCTIONS

\$0.00

SUB-TOTAL

\$700,107.31

OF

ON

PUBLIC WORKS

By Holder
Company: HNTB

From: Jim Pierce, P.E.
Asst. Public Wks. Dir.
Phone: 972/450-2879
FAX: 972/450-2837
jpierce@ci.addison.tx.us

FAX #: 972-661-5614

Date: 12-28-04

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

of pages (including cover): 3

Re: APAC Pay Request

- Original in mail
- Per your request
- FYI
- Call me

Comments: This pay request should be rejected as it is not as per the contract. (Disincentive is not shown).

Lets discuss when you get back

Jim

CC Mike, Steve

Shanna N. Sims
Budget and Procurement Manager
P.O. Box 5010
Addison, TX 75001
972-450-7089
Fax: 972-450-7086
E-Mail: ssims@ci.addison.tx.us



Fax

To: Jim Pierce **From:** Shanna N. Sims *SN*

Fax: **Pages:** 2

Phone: **Date:** 12/28/2004

Re: APAC - Resurfacing Belt Line Road **CC:**

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle

• Comments:

Jim:

This was sent to Minok's attention from APAC, but I thought this information should go to Public Works, so I am faxing this over to you.

Thanks.

Shanna





Texas Bluffhite Division
2121 Irving Blvd., P.O. Box 224048 Dallas, Texas 75222-4048
(214) 741-3531 FAX (214) 742-3546

TO: Town of Addison
P.O. Box 9010
Addison, Tx. 75001

JOB # : 382938

JOB : Town of Addison
Bedline Road Resurfacing

ESTIMATE # 1

FROM: TO: 12/23/04

APAC ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	UNIT PRICE	CONTRACT AMOUNT	QUANTITY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE
0001	R & R REINF. CONCRETE B'	SY	35	360.00	\$12,600.00	11.40	\$4,104.00	11.40	\$4,104.00
0002	HOT MIX ASPHALT TYPE D	SY	100,300	4.00	\$401,200.00	103,413.00	\$413,652.00	103,413.00	\$413,652.00
0003	PRIME COAT	GAL	8,100	0.45	\$3,645.00	8,100.00	\$3,645.00	8,100.00	\$3,645.00
0004	PAVEMENT WEDGE MILLING 6"	LF	20,100	1.75	\$35,175.00	20,100.00	\$35,175.00	20,100.00	\$35,175.00
0005	PAVEMENT WEDGE MILLING 6"	LF	18,300	2.50	\$45,750.00	18,300.00	\$45,750.00	18,300.00	\$45,750.00
0006	PAVEMENT BUTT JOINT & INTERSECTION	SY	6,800	4.50	\$30,600.00	6,800.00	\$30,600.00	6,800.00	\$30,600.00
0007	REINFORCED HIGH DENSITY STRESS	LF	59,350	2.15	\$127,387.50	57,165.00	\$122,904.75	57,165.00	\$122,904.75
0008	ADJ MANHOLE CASTINGS	EA	15	300.00	\$4,500.00	15.00	\$4,500.00	15.00	\$4,500.00
0009	ADJ VALVE BOXES	EA	64	170.00	\$10,880.00	64.00	\$10,880.00	64.00	\$10,880.00
0010	TRAFFIC CONTROL	LS	1	10,500.00	\$10,500.00	1.00	\$10,500.00	1.00	\$10,500.00
0011	TRAFFIC MARKERS 4" LEAD	EA	950	3.40	\$3,230.00	950.00	\$3,230.00	950.00	\$3,230.00
0012	TRAFFIC MARKERS 4" ROUND	EA	7,650	2.60	\$19,890.00	9,340.00	\$24,284.00	9,340.00	\$24,284.00
0013	THERMOPLASTIC REFLECTORIZED PU	LF	1,755	4.70	\$8,248.50	1,450.00	\$6,815.00	1,450.00	\$6,815.00
0014	PAINTED REFLECTORIZED CROSSWALK	LF	2,960	1.05	\$3,108.00	3,100.00	\$3,255.00	3,100.00	\$3,255.00
0015	THERMOPLASTIC REFLECTORIZED PU	LF	1,120	2.30	\$2,576.00	1,295.00	\$2,978.50	1,295.00	\$2,978.50
0016	THERMOPLASTIC REFLECTORIZED PU	EA	31	155.00	\$4,805.00	31.00	\$4,805.00	31.00	\$4,805.00
0017	THERMOPLASTIC REFLECTORIZED LE	EA	56	78.00	\$4,368.00	56.00	\$4,368.00	56.00	\$4,368.00
0018	THERMOPLASTIC REFLECTORIZED RIG	EA	16	78.00	\$1,248.00	16.00	\$1,248.00	16.00	\$1,248.00
0019	THERMOPLASTIC REFLECTORIZED STR	EA	6	78.00	\$468.00	6.00	\$468.00	6.00	\$468.00
0020	THERMOPLASTIC REFLECTORIZED CO	EA	3	130.00	\$390.00	3.00	\$390.00	3.00	\$390.00
0021	PAVEMENT MARKING CONTINGENCY	LS	1	4,000.00	\$4,000.00	0.00	\$0.00	0.00	\$0.00

ORIGINAL CONTRACT AMOUNT	\$730,765.00	WORK COMPLETED	\$729,278.45
RETAINAGE	4.00%		\$29,171.14
LESS DEDUCTIONS			\$0.00
SUB-TOTAL			\$700,107.31

[Signature] 12/23/04
APAC-TEXAS INC.

**TOWN OF ADDISON
BELT LINE ROAD PAVEMENT REHABILITATION
MARSH LANE TO DALLAS NORTH TOLLWAY
Final Punch List
December 16, 2004**

The original preliminary punch list was developed by representatives of HNTB during a site visit on Saturday, November 20, 2004. The updated preliminary punch list was developed by representatives of HNTB during a site visit on December 8th, 9th and 11th and comments received from the Town of Addison on December 10, 2004.

Note: Items completed have been strike through. Items that need addressing are in red.

ASPHALT PAVEMENT REPAIR AREAS:

EASTBOUND COMMENCING AT MARSH LANE:

1. ~~Sta. 11+00 to Sta. 52+00 Remove and replace asphalt pavement in inside lane. Mill 1" of existing asphalt and replace with 1" of new asphalt.~~
2. ~~Sta. 19+25 Repair driveway approach. Asphalt is beginning to ravel.~~
3. ~~Sta. 24+00 Repair driveway approach. Asphalt is beginning to ravel.~~
4. ~~Sta. 29+50 Repair street/driveway approach. Asphalt is beginning to ravel.~~
5. ~~Sta. 38+00 Repair approach SW corner of Surveyor.~~
6. ~~Sta. 46+50 to Sta. 47+00 Repair cracks.~~
7. ~~Sta. 53+50 Repair driveway approach rough areas. Steam clean curb. Clean sidewalks and gutter areas.~~
8. ~~Sta. 62+25 Repair bumps with cracks in asphalt.~~
9. ~~Sta. 63+75 Repair bumps with cracks in asphalt.~~
10. ~~Sta. 81+75 Repair rutted asphalt in outside lane at driveway.~~
11. ~~Sta. 82+75 Repair two pavement joints that show cracks in the new asphalt.~~
12. ~~Sta. 90+00 Repair bumps with cracks in asphalt.~~
13. ~~Sta. 90+25 Repair SW corner of Inwood.~~
14. ~~Install traffic loops at Belt Line and the Dallas North Tollway. City of Dallas needs to review.~~
15. ~~Sta. 66+50 to Sta. 68+50 Install Traffic Buttons.~~
16. ~~Sta. 108+50 to Sta. 113+00 Install Traffic Buttons.~~
17. ~~Sta. 29+25 Repair asphalt in inside lane.~~
18. ~~Sta. 46+25 Clean curb and sidewalk.~~

WESTBOUND COMMENCING AT THE DALLAS NORTH TOLLWAY:

1. ~~Sta. 105+25 Repair crack in asphalt in outside lane.~~
2. ~~Sta. 96+50 to Sta. 97+00 Repair crack in inside lane.~~
3. ~~Sta. 88+75 For the inside lane, remove and replace asphalt transition at railroad tracks to provide smother transition. Current transition has significant bumps and is unacceptable.~~
4. ~~Sta. 48+25 Repair NE radius of Runyon.~~
5. ~~Sta. 47+25 Repair NW radius of Runyon.~~
6. ~~Sta. 37+00 to Sta. 38+00 Repair crack in inside lane.~~

7. ~~Sta. 30+00 Repair NE corner of Commercial.~~
8. ~~Sta. 23+90 Repair NE corner of Business.~~
9. ~~Sta. 89+50 Repair thermoplastic crossing bar in outside lane.~~
10. ~~Sta. 62+00 Steam clean sidewalks and curb at NW corner of Midway.~~

CENTER MEDIANS AND LEFT TURN LANES COMMENCING AT MARSH LANE:

1. ~~Sta. 13+50 Repair asphalt in left turn lane westbound.~~
2. ~~Sta. 29+50 Repair asphalt in median.~~
3. ~~Sta. 39+25 Repair bump with crack in left turn lane.~~
4. ~~Sta. 43+00 Repair asphalt in median.~~
5. ~~Sta. 52+75, Sta. 53+00 and Sta. 53+50 Clean concrete in median.~~
6. ~~Sta. 73+00 Clean Island.~~
7. ~~Sta. 90+25 Repair asphalt in median.~~
8. ~~Sta. 94+50 Repair asphalt in left turn bay.~~
9. ~~Sta. 107+25 Left turn bay, work on paving joint.~~

MANHOLE AND VALVE BOX ADJUSTMENTS:

EASTBOUND COMMENCING AT MARSH LANE:

1. Sta. 13+90 – Adjust MH to finish grade. APAC disputes this item stating that since MH is on a slope they cannot adjust it to be flush with finish grade.
2. Sta. 19+00 – Adjust MH to finish grade. APAC disputes this item stating that since MH is on a slope they cannot adjust it to be flush with finish grade.
3. ~~Sta. 21+25 Adjust valve box and remove existing bump at valve box.~~
4. ~~Sta. 21+25 Locate valve box and adjust to finish grade.~~
5. ~~Sta. 23+50 Valve box located. Adjust to finish grade.~~
6. ~~Sta. 24+00 Adjust MH to finish grade.~~
7. ~~Sta. 25+75 Valve box located. Adjust to finish grade.~~
8. ~~Sta. 29+25 Valve box located. Adjust to finish grade.~~
9. ~~Sta. 31+50 Valve box half exposed. Expose remainder of valve box sufficient for access by the Town of Addison.~~
10. ~~Sta. 48+25 Adjust valve box to finish grade.~~
11. ~~Sta. 58+50 Locate valve box and adjust to finish grade.~~
12. ~~Sta. 62+00 Locate valve box and adjust to finish grade.~~
13. ~~Sta. 65+75 Locate valve box and adjust to finish grade.~~
14. ~~Sta. 67+00 Locate valve box and adjust to finish grade.~~
15. ~~Sta. 72+50 Valve box lid rattles as traffic drives over it. Work with Town of Addison to get new lid for valve box.~~
16. ~~Sta. 88+50 Need thicker MH lid to set in adjusting ring. Work with Town to replace MH lid. Adjust MH to finish grade. Town of Addison to replace MH lid.~~
17. ~~Sta. 90+50 Locate three valve boxes in intersection and adjust to finish grade.~~
18. ~~111+75 Valve box lid missing. Work with Town of Addison to get new lid for valve box.~~
19. ~~Sta. 47+75 Locate valve box and adjust to finish grade.~~
20. ~~Sta. 49+75 Repair loose adjusting ring.~~

WESTBOUND COMMENCING AT THE DALLAS NORTH TOLLWAY:

1. ~~Sta. 105+50 Locate valve box and adjust to finish grade.~~
2. ~~Sta. 63+25 Valve box located. Adjust to finish grade.~~
3. ~~Sta. 62+75 Valve box located. Adjust to finish grade.~~
4. ~~Sta. 38+75 Adjust valve box to finish grade. Locate valve box and adjust to finish grade.~~
5. ~~Sta. 24+00 Locate MH and adjust to finish grade.~~

CENTER MEDIANS AND LEFT TURN LANES COMMENCING AT MARSH LANE:

~~No manholes or valve boxes to adjust in center medians or left turn lanes.~~

GENERAL CLEAN-UP COMMENTS:

1. ~~Sweep all sidewalks, driveways and gutters.~~
2. ~~Steam clean sidewalk and curb areas along project that have prime coat on them.~~
3. ~~Replace missing and broken raised traffic markings/buttons along the project.~~
4. ~~Clean asphalt out of all storm inlets.~~



ARCHITECTS ENGINEERS PLANNERS

90 Years

5910 W. Plano Parkway
Suite 200
Plano, Texas
75093
972-661-5626
Fax 972-661-5613
www.hntb.com

December 10, 2004

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

**RE: BELTLINE ROAD REHABILITATION
HNTB PROJECT NO. 40316**

Dear Mr. Pierce:

Enclosed please find our Invoice Numbers 5-40316-CN-001 for professional services in connection with the above referenced project.

If any further information is necessary to process these invoices for payment, please feel free to contact Scott Forbes at 972-661-5626.

Sincerely,

HNTB CORPORATION

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

BJB/sso

Enclosures

cc: Scott Forbes - Plano
Finance

The HNTB Companies

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

Project:	Beltline Road Pavement Rehabilitation (Marsh Lane to Dallas North Tollway)
Client:	Town of Addison, Texas
Report No.:	4
Time Period:	October 23, 2004 through November 19, 2004
Prepared By:	WSF

Work Started or Progressed

- Contractor is continuing with the construction phase of project.

Work Completed

- Provided on-site inspection during construction. Contractor has completed the majority of the main lane paving and is working to complete turn lanes and intersections.
- Working with the Town and the contractor to address construction related issues.

Work Remaining to be Performed

- Continue to provide on-site inspection during construction.
- Assist Town with project closeout.
- Deliver to Town all relevant construction documentation generated as a result of the project.



Steve Chutchian

From: Scott Forbes [WForbes@HNTB.com]
Sent: Thursday, December 09, 2004 3:43 PM
To: Kirk Morris; Mike Murphy; Jim Pierce; Steve Chutchian; Jenny Nicewander; Robin Jones
Cc: Jerry Holder; Doug Chastain
Subject: Belt Line Road - Updated Punch List

Jerry Holder and I were on-site last night and have updated the punch list from our review of the project. APAC was working last night so please keep in mind that some of the items on the list should be completed. We will continue to update the list as the project continues to move towards completion.

If you have any questions, please let me know.

Thanks,
Scott

Scott Forbes, P.E.
Municipal Department Manager
HNTB Corporation
5910 W. Plano Parkway, Suite 200
Plano, Texas 75093
(972) 661-5626 (office)
(972) 628-3150 (direct)
(972) 661-5614 (fax)
wforbes@hntb.com

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<<Updated Preliminary Punch List 12-08-04.doc>>

12/13/2004

Steve Chutchian

From: Jerry Holder [JHolder@HNTB.com]
Sent: Monday, December 06, 2004 7:32 PM
To: Mike Murphy; Jim Pierce; Robin Jones; Jenny Nicewander; Steve Chutchian
Cc: Scott Forbes; Daniel Filer; Michael Ebeling; Doug Chastain
Subject: Beltline Road Paving Update

APAC paved last night (Sunday night & Monday morning) and finished the asphalt laydown operations. The majority of the east bound striping has been finished and about 30% of the west bound striping. Most of the turn lane markings still need to be done.

There was a vehicular accident during the last night of paving. An 18-wheeler was east bound on Beltline and was turning right onto Midway. He swung out wide left and turned onto Midway. The nose of his truck was about even with the nose of the Midway Road median when a Four-Runner traveling east on Beltline ran into the trailer of the truck. Our inspector called 911 and the police and ambulance were dispatched. The driver walked from his vehicle and laid down on the grass. He was taken to the hospital. All traffic control devices appeared to be in place correctly. I have attached a photo we took of the wreck.

<<Wreck.jpg>>

Thanks,
Jerry

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.



APAC-TEXAS, INC. - Texas Bltullthic Divlslon - 2121 Irving Boulevard - P. O. Box 224048
Dallas, Texas 75222-4048 - (214) 741-3531 - FAX (214) 742-3540

FAX COVER SHEET

DATE OF TRANSMISSION: 11/29/04

PLEASE DELIVER THE FOLLOWING PAGES TO:	NAME: M. Murphy & Jerry Holder, P.E.
	DEPARTMENT:
	COMPANY: TOWN OF ADDISON & HNTB

FROM: KIRK MORRIS

WE ARE TRANSMITTING PAGES (INCLUDING THIS COVER SHEET).
 IF THE TRANSMISSION IS INCOMPLETE OR FAULTY PLEASE CALL US AT (214) 741-3531

COMMENTS:
 SCHEDULE FOR COMPLETION

THANK YOU.

NOTICE OF CONFIDENTIALITY

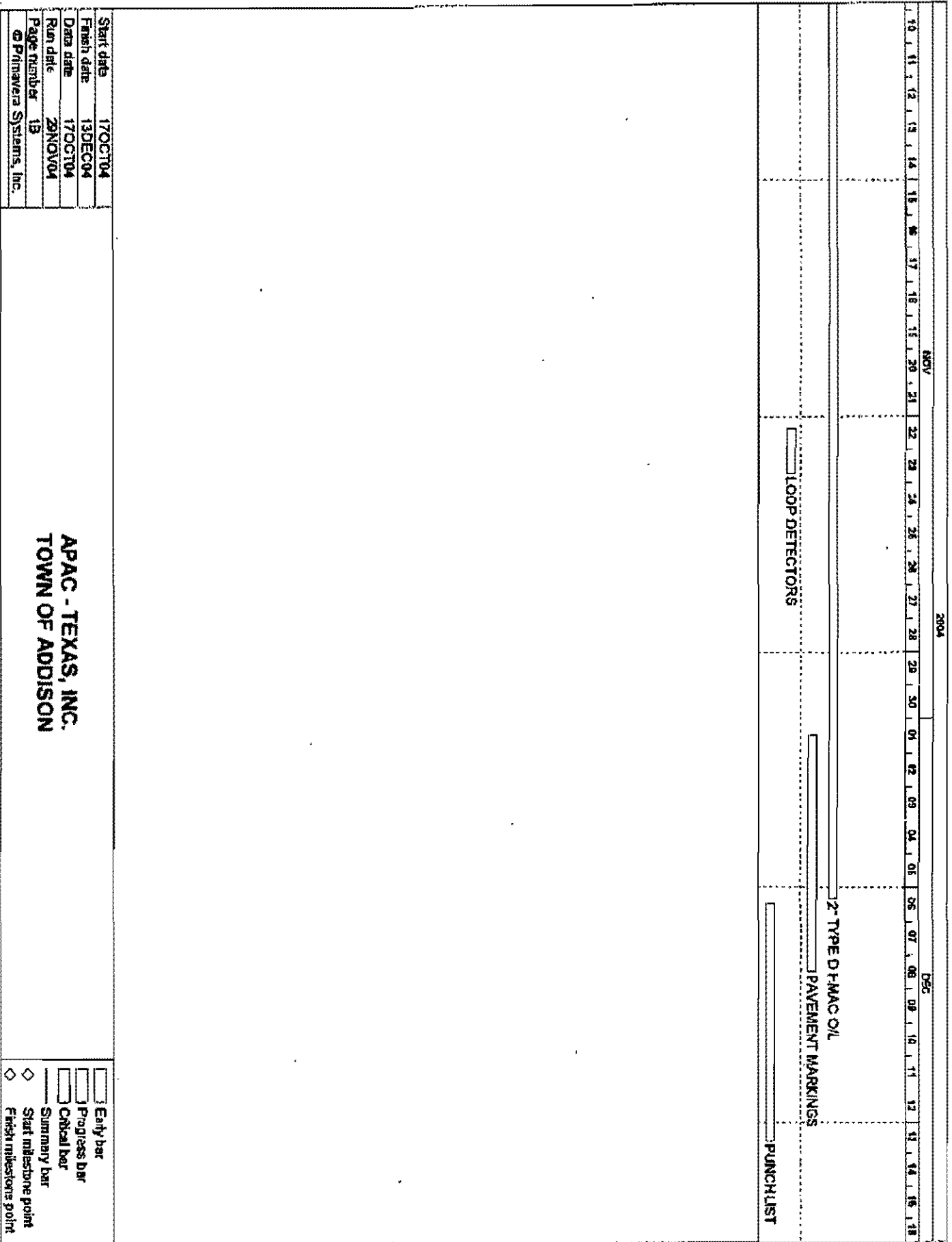
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Act ID	Description	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	01	02	03	04	05	06	07	08	09
1000	WEDGE MILLING																										
1010	REPAIR CONCRETE																										
1020	INSTALL JOINT FABRIC																										
1030	2" TYPE D H/MAC OIL																										
1040	PAVEMENT MARKINGS																										
1050	LOOP DETECTORS																										
1060	PUNCH LIST																										

APAC - TEXAS, INC.
TOWN OF ADDISON

Start date	17OCT04
Finish date	19DEC04
Date date	17OCT04
Run date	29NOV04
Page number	1A
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- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point



Start date 17OCT04
 Finish date 13DEC04
 Data date 17OCT04
 Run date 20NOV04
 Page number 13
 Primavera Systems, Inc.

APAC - TEXAS, INC.
 TOWN OF ADDISON

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<p>© Primavera Systems, Inc.</p>												<p>Finish milestone point <input type="checkbox"/></p>																								

Steve Chutchian

From: Mike Murphy
Sent: Monday, November 29, 2004 3:34 PM
To: Ron Whitehead; Chris Terry
Cc: Jim Pierce; Robin Jones; Jenny Nicewander; Steve Chutchian
Subject: Belt Line Re-surfacing

Ron/Chris,

I, along with Engineering staff and HNTB met with the APAC project manager (Kirk Morris) this afternoon, he has stood up and taken responsibility for project delays, he had several excuses as to why there have been so many delays, but it all boils down to under estimating the project and his available manpower.

I made it clear to him, in no uncertain terms, of the Town's displeasure with their performance on this project...he stated that he completely understands and will put maximum effort forward to complete the project ASAP.

As of today we still have partial intersection approaches at Irwood, Quorum and Midway, buttoning and striping still remain as well as a lengthy punch list.

APAC is also very aware of the accumulated disincentives to date. Kirk stated that he can complete the project by weeks end "depending on weather". I demanded a completion schedule by the end of the day today and he agreed to get one to me....as it stands by the end of the day they will be \$150K into the disincentive side of the project....I made it perfectly clear to APAC that until the project is 100% complete we will not negotiate final payment...He agreed to those terms and said he is fully aware of cost impacts based on this past weeks work schedule and their choice not to work Friday, Saturday and Sunday.

I also informed him, that based on our experience this past Wednesday, no more daytime work will be allowed.

Call with any questions.

Mike

Michael E. Murphy, PE
Director of Public Works
(972) 450-2878 Work
(214) 215-5280 Mobile
(972) 450-2837 Fax

E-Mail: mmurphy@ci.addison.tx.us

**TOWN OF ADDISON
BELT LINE ROAD PAVEMENT REHABILITATION
MARSH LANE TO DALLAS NORTH TOLLWAY
Preliminary Punch List
November 29, 2004**

This preliminary punch list was developed by representatives of HNTB during a site visit on Saturday, November 20, 2004. A final punch list will be developed upon completion of the project by APAC – Texas, Inc.

ASPHALT PAVEMENT REPAIR AREAS:

EASTBOUND COMMENCING AT MARSH LANE:

1. Sta. 11+00 to Sta. 52+00 – Remove and replace asphalt pavement in inside lane.
2. Sta. 19+25 – Repair driveway approach. Asphalt is beginning to ravel.
3. Sta. 24+00 – Repair driveway approach. Asphalt is beginning to ravel.
4. Sta. 29+50 – Repair street/driveway approach. Asphalt is beginning to ravel.
5. Sta. 38+00 – Repair approach SW corner of Surveyor.
6. Sta. 46+50 to Sta. 47+00 – Repair cracks.
7. Sta. 53+50 – Repair driveway approach rough areas.
8. Sta. 62+25 – Repair bumps with cracks in asphalt.
9. Sta. 63+75 – Repair bumps with cracks in asphalt.
10. Sta. 81+75 – Repair rutted asphalt in outside lane at driveway.
11. Sta. 82+75 – Repair two pavement joints that show cracks in the new asphalt.
12. Sta. 90+00 – Repair bumps with cracks in asphalt.

WESTBOUND COMMENCING AT THE DALLAS NORTH TOLLWAY:

1. Sta. 105+25 – Repair crack in asphalt in outside lane.
2. Sta. 96+50 to Sta. 97+00 – Repair crack in inside lane.
3. Sta. 88+75 – For the inside lane, remove and replace asphalt transition at railroad tracks to provide smoother transition. Current transition has significant bumps and is unacceptable.
4. Sta. 48+25 – Repair NE radius of Runyon.
5. Sta. 47+25 – Repair NW radius of Runyon.
6. Sta. 37+00 to Sta. 38+00 – Repair crack in inside lane.

CENTER MEDIANS AND LEFT TURN LANES COMMENCING AT MARSH LANE:

1. Sta. 13+50 – Repair asphalt in left turn lane westbound.
2. Sta. 29+50 – Repair asphalt in median.
3. Sta. 39+25 – Repair bump with crack in left turn lane.
4. Sta. 43+00 – Repair asphalt in median.
5. Sta. 52+75, Sta. 53+00 and Sta. 53+50 – Clean concrete in median.
6. Sta. 73+00 – Clean Island.
7. Sta. 90+25 – Repair asphalt in median.
8. Sta. 94+50 – Repair asphalt in left turn bay.
9. Sta. 107+25 – Left turn bay, work on paving joint.

MANHOLE AND VALVE BOX ADJUSTMENTS:

EASTBOUND COMMENCING AT MARSH LANE:

1. Sta. 13+90 – Adjust MH to finish grade.
2. Sta. 19+00 – Adjust MH to finish grade.
3. Sta. 21+25 – Adjust valve box and remove existing bump at valve box.
4. Sta. 21+25 – Locate valve box and adjust to finish grade.
5. Sta. 23+50 - Locate valve box and adjust to finish grade.
6. Sta. 24+00 – Adjust MH to finish grade.
7. Sta. 25+75 - Locate valve box and adjust to finish grade.
8. Sta. 29+25 - Locate valve box and adjust to finish grade.
9. Sta. 31+50 – Valve box half exposed. Expose remainder of valve box sufficient for access by the Town of Addison.
10. Sta. 48+25 – Adjust valve box to finish grade.
11. Sta. 58+50 - Locate valve box and adjust to finish grade.
12. Sta. 62+00 - Locate valve box and adjust to finish grade.
13. Sta. 65+75 - Locate valve box and adjust to finish grade.
14. Sta. 67+00 - Locate valve box and adjust to finish grade.
15. Sta. 72+50 – Valve box lid rattles as traffic drives over it. Work with Town of Addison to get new lid for valve box.
16. Sta. 88+50 – Need thicker MH lid to set in adjusting ring. Work with Town to replace MH lid.
17. Sta. 90+50 - Locate three valve boxes in intersection and adjust to finish grade.
18. 111+75 – Valve box lid missing. Work with Town of Addison to get new lid for valve box.

WESTBOUND COMMENCING AT THE DALLAS NORTH TOLLWAY:

1. Sta. 105+50 - Locate valve box and adjust to finish grade.
2. Sta. 63+25 - Locate valve box and adjust to finish grade.
3. Sta. 62+75 - Locate valve box and adjust to finish grade.
4. Sta. 38+75 – Adjust valve box to finish grade. Locate valve box and adjust to finish grade.
5. Sta. 24+00 – Locate MH and adjust to finish grade.

CENTER MEDIANS AND LEFT TURN LANES COMMENCING AT MARSH LANE:

No manholes or valve boxes to adjust in center medians or left turn lanes.



November 23, 2004

APAC - Texas, Inc.
Texas Bitulithic Division
2121 Irving Boulevard
Dallas, Texas 75207

Attention: Mr. Kirk Morris
Area Manager

Re: Belt Line Road Pavement Rehabilitation
Marsh Lane to Dallas North Tollway
Letter dated November 23, 2004
Schedule Deviation Request

Dear Mr. Morris:

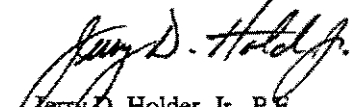
We have forwarded the referenced letter to the Town of Addison for their review. Given the existing schedule is currently behind nine (9) days, they cannot support your request to halt the construction for four consecutive days. In an effort to facilitate the construction schedule, they are willing to change the schedule in the following manner:

- 1) Allow you to work during the days for the rest of this week (Wednesday and Friday). Due to lower traffic levels during this holiday week, you do not have to stop construction between 11:00 a.m. and 1:00 p.m.
- 2) Thanksgiving Day will not count as a day in the schedule calculations.
- 3) Allow you to work non-stop from Saturday morning at 1:00 a.m. to Monday morning at 6:00 a.m.

The Town of Addison wants this project to be finished as soon as possible. After you review this letter and have made a decision as to your working schedule, please contact me to let me know what days and times you will be working.

Sincerely,

HNTB CORPORATION



Jerry D. Holder, Jr., P.E.
Director of Municipal Services

Encl: APAC November 23rd Letter

- c: S. Chutchian, Town of Addison
- M. Ebeling, HNTB Corporation
- S. Forbes, HNTB Corporation
- R. Jones, Town of Addison
- M. Murphy, Town of Addison
- J. Nicwander, Town of Addison
- J. Pierce, Town of Addison

MA\JOBS\40316-Bellline\COMMMTGS\LETTERS\APAC 112304 response lr03.doc

The HNTB Companies

OFFICES: ALEXANDRIA, VA; ANNAPOLIS, MD; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH;
DENVER, CO; DALLAS, TX; DENVER, CO; DUBLIN, CA; EL PASO, TX; HOUSTON, TX; KANSAS CITY, MO; KANSAS CITY, MO; KANSAS CITY, MO; KANSAS CITY, MO;
KNOXVILLE, TN; LANSING, MI; LOS ANGELES, CA; LOUISVILLE, KY; MADISON, WI; MIAMI, FL; MINNEAPOLIS, MN; MINNEAPOLIS, MN; NASHVILLE, TN; NEW YORK, NY; OAKLAND, CA;
ORLANDO, FL; OVERLAND PARK, KS; PLEASANT HILL, PA; PORTLAND, ME; PORTLAND, OR; RALLIAGE, NC; ST. LOUIS, MO; SALT LAKE CITY, UT; SAN ANTONIO, TX; SAN BERNARDINO, CA;
SAN FRANCISCO, CA; SAN JOSE, CA; SEATTLE, WA; TAMPA, FL; TOLEDO, OH; WASHINGTON, DC.

ASHLAND.**APAC- Texas, Inc.****Kirk D. Morris**
Area ManagerA subsidiary of Ashland Paving And Construction, Inc.
Texas Bitulthic Division
P.O. Box 224048, Dallas, TX 75222-4048
Tel: 214 741-3531, Fax: 214 742-3540

November 23, 2004

November 17, 2004

Jerry Holder, P.E.
HNTB Corporation
5910 W. Plano Parkway Ste. 200
Plano, TX 75093

RE: Schedule deviation request

Dear Mr. Holder,

In order to facilitate holiday traffic, APAC – Texas, Inc. would like to work November 24, 2004 during the day weather permitting, to tie-in the area around the railroad track first and then continue with laying left-turn lanes and right turn lanes as time and weather permit. Our schedule would be as follows, lane closures would go up at 8 A.M. and come down at 11 A.M. and then go backup at 1 P.M. until 4:30 P.M. decisions on whether east bound or west bound gets done first would be made in the field. Next, APAC – Texas, Inc. intends to shut down work on the project until Monday night November 29, 2004. If you have any questions, please contact me at the Dallas Office.

Sincerely,

APAC – Texas, Inc.Kirk D. Morris
Area ManagerCc S. Robertson, APAC – Texas, Inc.
D. McEuen, APAC – Texas, Inc.
R. Blackburn, APAC – Texas, Inc.



The HNTB Companies

FAX

Transmittal

To: Mr. Mike Murphy
Director of Public Works
Town of Addison

Date: 11/23/2004

Fax No.: (972) 450-2837

Total Pages: 3
(Including this cover)

Phone No.: (972) 450-2878

From: Jerry Holder

Phone No.: (972) 661-5626

Action

Please notify sender at (972) 661-5626 if pages are missing or if there is any transmission difficulty.

Message

Mike,

Please distribute to the rest of your team.

Thanks.

Jerry

5910 West Plano Parkway, Suite 200 · Plano, Texas 75093
Voice (972) 661-5626 · Fax (972) 661-5614

HNTB ARCHITECTS ENGINEERS PLANNERS

5910 W. Plano Parkway
Suite 201
Plano, Texas
75075
(972) 661-5626
fax (972) 661-5014
www.hntb.com

November 23, 2004

APAC - Texas, Inc.
Texas Bitulithic Division
2121 Irving Boulevard
Dallas, Texas 75207

Attention: Mr. Kirk Morris
Area Manager

Re: Belt Line Road Pavement Rehabilitation
Mursh Lane to Dallas North Tollway
Letter dated November 23, 2004
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HNTB CORPORATION


Jerry D. Holder, Jr., P.E.
Director of Municipal Services

Encl: APAC November 23rd Letter

c: S. Chutchian, Town of Addison
M. Ebeling, HNTB Corporation
S. Forbes, HNTB Corporation
R. Jones, Town of Addison
M. Murphy, Town of Addison
J. Nicewander, Town of Addison
J. Pierce, Town of Addison

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The HNTB Companies

OFFICES: ALBANY, NY; ANNAPOLIS, MD; ATLANTA, GA; AUSTIN, TX; BAYON BRIDGE, LA; BOSTON, MA; CHARLESTON, SC; CHICAGO, IL; CLEVELAND, OH;
COLUMBUS, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; EL PASO, TX; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVING, TX; KANSAS CITY, MO;
KNOXVILLE, TN; LANSING, MI; LOS ANGELES, CA; LOUISVILLE, KY; MADISON, WI; MIAMI, FL; MILWAUKEE, WI; MINNEAPOLIS, MN; NANTUCKET, MA; NEW YORK, NY; OAKLAND, CA;
PHILADELPHIA, PA; PORTLAND, ME; RICHMOND, VA; RICHMOND, VA; RICHMOND, VA; RICHMOND, VA; RICHMOND, VA; RICHMOND, VA; RICHMOND, VA; RICHMOND, VA;
SAN ANTONIO, TX; SAN DIEGO, CA; SEATTLE, WA; TAMPA, FL; TORONTO, ON; WASHINGTON, D.C.

11/23/04 15:32 NO.505 02/03

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HNTB

ASHLAND.

APAC- Texas, Inc.

Kirk D. Morris
Area Manager

A subsidiary of Ashland Paving And Construction, Inc.
Texas Bituthic Division
P.O. Box 224048, Dallas, TX 75222-4048
Tel: 214 741-3531, Fax: 214 742-3540

November 23, 2004

November 17, 2004

Jerry Holder, P.E.
HNTB Corporation
5910 W. Plano Parkway Ste. 200
Plano, TX 75093

RE: Schedule deviation request

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Sincerely,

APAC - Texas, Inc.



Kirk D. Morris
Area Manager

Cc S. Robertson, APAC - Texas, Inc.
D. McEuen, APAC - Texas, Inc.
R. Blackburn, APAC - Texas, Inc.



**TOWN OF ADDISON
BELT LINE ROAD PAVEMENT REHABILITATION
MARSH LANE TO DALLAS NORTH TOLLWAY**

**Preliminary Punch List
November 20, 2004**

This preliminary punch list was developed by representatives of HNTB during a site visit on Saturday, November 20, 2004. A final punch list will be developed upon completion of the project by APAC – Texas, Inc.

ASPHALT PAVEMENT REPAIR AREAS:

EASTBOUND COMMENCING AT MARSH LANE:

1. Sta. 11+00 to Sta. 52+00 – Remove and replace asphalt pavement in inside lane.
2. Sta. 19+25 – Repair driveway approach. Asphalt is beginning to ravel.
3. Sta. 24+00 – Repair driveway approach. Asphalt is beginning to ravel.
4. Sta. 29+50 – Repair street/driveway approach. Asphalt is beginning to ravel.
5. Sta. 38+00 – Repair approach SW corner of Surveyor.
6. Sta. 46+50 to Sta. 47+00 – Repair cracks.
7. Sta. 53+50 – Repair driveway approach rough areas.
8. Sta. 62+25 – Repair bumps with cracks in asphalt.
9. Sta. 63+75 – Repair bumps with cracks in asphalt.
10. Sta. 81+75 – Repair rutted asphalt in outside lane at driveway.
11. Sta. 82+75 – Repair two pavement joints that show cracks in the new asphalt.
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CENTER MEDIANS AND LEFT TURN LANES COMMENCING AT MARSH LANE:

1. Sta. 13+50 – Repair asphalt in left turn lane westbound.
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4. Sta. 43+00 – Repair asphalt in median.

5. Sta. 52+75, Sta. 53+00 and Sta. 53+50 – Clean concrete in median.
6. Sta. 73+00 – Clean Island.
7. Sta. 90+25 – Repair asphalt in median.
8. Sta. 94+50 - Repair asphalt in left turn bay.
9. Sta. 107+25 - Left turn bay, work on paving joint.

MANHOLE AND VALVE BOX ADJUSTMENTS:

EASTBOUND COMMENCING AT MARSH LANE:

1. Sta. 13+90 – Adjust MH to finish grade.
2. Sta. 19+00 – Adjust MH to finish grade.
3. Sta. 21+25 – Adjust valve box and remove existing bump at valve box.
4. Sta. 21+25 – Locate valve box and adjust to finish grade.
5. Sta. 23+50 - Locate valve box and adjust to finish grade.
6. Sta. 24+00 – Adjust MH to finish grade.
7. Sta. 25+75 - Locate valve box and adjust to finish grade.
8. Sta. 29+25 - Locate valve box and adjust to finish grade.
9. Sta. 31+50 – Valve box half exposed. Expose remainder of valve box sufficient for access by the Town of Addison.
10. Sta. 48+25 – Adjust valve box to finish grade.
11. Sta. 58+50 - Locate valve box and adjust to finish grade.
12. Sta. 62+00 - Locate valve box and adjust to finish grade.
13. Sta. 65+75 - Locate valve box and adjust to finish grade.
14. Sta. 67+00 - Locate valve box and adjust to finish grade.
15. Sta. 72+50 – Valve box lid rattles as traffic drives over it. Work with Town of Addison to get new lid for valve box.
16. Sta. 88+50 – Need thicker MH lid to set in adjusting ring. Work with Town to replace MH lid.
17. Sta. 90+50 - Locate three valve boxes in intersection and adjust to finish grade.
18. 111+75 – Valve box lid missing. Work with Town of Addison to get new lid for valve box.

WESTBOUND COMMENCING AT THE DALLAS NORTH TOLLWAY:

1. Sta. 105+50 - Locate valve box and adjust to finish grade.
2. Sta. 63+25 - Locate valve box and adjust to finish grade.
3. Sta. 62+75 - Locate valve box and adjust to finish grade.
4. Sta. 38+75 – Adjust valve box to finish grade. Locate valve box and adjust to finish grade.
5. Sta. 24+00 – Locate MH and adjust to finish grade.

CENTER MEDIANS AND LEFT TURN LANES COMMENCING AT MARSH LANE:

No manholes or valve boxes to adjust in center medians or left turn lanes.

TOWN OF ADDISON, TEXAS
BELT LINE ROAD PAVEMENT REHABILITATION
 Project No. 04-33

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: APAC - Texas, Inc.

2. Change Order Work Limits: Sta. 11+00 to Sta. 113+65

3. Describe the work being revised:

Reimbursement for the return freight charge to ship 110 mil thick Pav-Prep product back to the manufacturer. A thinner Pav-Prep product is being supplied to help with the "shadowing" being experienced on the project. Extension of contract time by three days. The change of Pav-Prep material caused the contractor to not be able to pave or install fabric from the time the decision was made to use a thinner fabric to the time the thinner fabric was delivered to the site. A copy of letters from HNTB, APAC and Lone Star Products are attached.

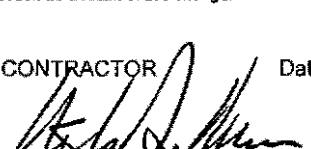
4. Work to be performed in accordance with Items: N/A

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


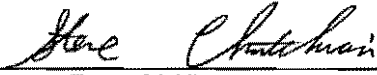
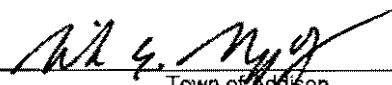
6. New general notes to the contract are attached: Yes No

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

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

<p><small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</small></p> <p>THE CONTRACTOR Date <u>11/18/04</u></p> <p>By <u></u></p> <p>Typed/Printed Name <u>KERK D. MORRIS</u></p> <p>Typed/Printed Title <u>AREA MANAGER</u></p>	<p align="center">The following information must be provided</p> <p>Time Ext. #: <u>1</u> Days added on this CO: <u>3</u></p> <p>Amount added by this change order: <u>\$1,900.00</u></p>
--	--

RECOMMENDED FOR EXECUTION:

<p align="center">Construction Inspector Date</p> <p><u></u> <u>11/19/04</u></p> <p align="center">Project Manager Date</p>	<p align="center">Town of Addison Date</p> <p><input checked="" type="checkbox"/> APPROVED Title <u>ASST. CITY ENGR.</u></p> <p><u></u> <u>11/23/04</u></p>
<p align="center">Design Engineer's Seal:</p>	<p align="center">Town of Addison Date</p> <p><input checked="" type="checkbox"/> APPROVED Title <u>DIRECTOR</u></p> <p><u></u> <u>11/29/04</u></p>
<p align="center">Town of Addison Date</p> <p><input type="checkbox"/> APPROVED Title _____</p>	<p align="center">Town of Addison Date</p> <p><input type="checkbox"/> APPROVED Title _____</p>

Kirk D. Morris
Area Manager

A subsidiary of Ashland Paving And Construction, Inc.
Texas Bitulithic Division
P.O. Box 224048, Dallas, TX 75222-4048
Tel: 214 741-3531, Fax: 214 742-3540

November 1, 2004

Mr. Scott Forbes, P.E.
HNTB Corporation
5910 W. Plano Parkway
Ste 200
Plano, TX 75093

RE: Belt Line Rd. Pavement Rehabilitation
Marsh Ln. to Dallas North Tollway

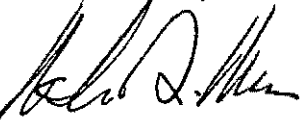
Dear Mr. Forbes,

Per our previous conversation on October 25, 2004, our supplier, Lone Star Products, has incurred some additional cost with respects to the changing to a thinner PAV-PREP joint fabric product. APAC – Texas, Inc. requests that a lump sum adjustment of \$1,900 be added to our contract through change order. The total costs associated with Lone Stars' honoring of our request to switch product is outlined in their letter dated October 27, 2004 (see attached). In addition, the switch over to this thinner product has cost us delay in our prosecution of the above referenced project. APAC – Texas, Inc. also requests that three days be added to our contract time to account for the days October 28, 2004 thru October 30, 2004.

Please find attached an updated schedule, a signed copy of Change Order #1, and test reports to date. If you have any further questions please contact me at the Dallas Office.

Sincerely,

APAC – Texas, Inc.



Kirk D. Morris
Area Manager

cc: Randy Blackburn
S. Robertson

Attachments



LONE STAR PRODUCTS, INC.

Where Customer Service is our Business.

October 27, 2004

Kirk Morris
Apac-Texas, Inc.
2121 Irving Boulevard
Dallas, Texas 75222

Re: Resurfacing Beltline Road Addison, Texas

Dear Kirk,

I would like to outline the cost involved with the freight and handling of the PavePrep product:

- Freight to deliver 330 rolls PavePrep .70 Mill with 2 drivers expedited direct from factory \$2,550.
- Freight, to return 203 rolls PavePrep 1.10 Mill from jobsite to factory \$1,900
- Handling fee of picking up product from the jobsite and preparing shipment \$750 (Renting flatbed truck with mounted forklift and laborers).

These charges will be reflected on your next invoice.

Expedited fee \$650
 Freight on return \$1,900
 Handling fee \$950
 Total amount \$3,500

Best regards,

Steve T. Waczak
Technical Sales Representative

Steve Chutchian

From: Mike Murphy
Sent: Monday, November 22, 2004 10:17 AM
To: Chris Terry
Cc: Jerry Davis; Jim Pierce; Mike Murphy; Robin Jones; Steve Chutchian; Sue Ellen Fairley
Subject: RE: BELT LINE RESURFACING UPDATE

Chris,

Contractor was able to work Friday night thru Saturday lunch...they completed several turn lanes and the northbound approach at Quorum. They also completed buttoning on inside east bound median lane from Marsh to Midway. Work still needing to be done-- North/South approaches at Midway and Addison Road intersections, right turns at Surveyor and Marsh intersections, all remaining button and striping and punch list items.

I have asked our inspectors to have APAC turn in an updated schedule for completion....I will get you a copy immediately after I receive it...obviously the wet weather is hindering completion but the project is about 98% complete on paving and about 10% on buttoning and striping. With dry weather we're about 3-4 days from completion, with wet weather --- who knows?

On the positive side we have noticed an incredible decline in the number of fender/bender accident calls coming in to our office...once project is complete we will do a more thorough study of traffic incidents on Belt Line.

Call with any questions.

Mike

Michael E. Murphy, PE

Director of Public Works

(972) 450-2878 Work

(214) 215-5280 Mobile

(972) 450-2837 Fax

E-Mail: mmurphy@ci.addison.tx.us

—Original Message—

From: Chris Terry
Sent: Monday, November 22, 2004 9:12 AM
To: Mike Murphy
Cc: Jim Pierce; Robin Jones
Subject: BELT LINE RESURFACING UPDATE

Mike -

I would like a progress update by end of the day today along with a forecast of job completion.

Thanks,
Chris

Kirk D. Morris
Area Manager

A subsidiary of Ashland Paving And Construction, Inc.
Texas Bitulithic Division
P.O. Box 224048, Dallas, TX 75222-4048
Tel: 214 741-3531, Fax: 214 742-3540

November 17, 2004

Michael W. Ebeling, P.E.
HNTB Corporation
5910 W. Plano Parkway Ste. 200
Plano, TX 75093

RE: November 12, 2004 letter

Dear Mr. Ebeling,

APAC – Texas, Inc. acknowledges receipt of your letter dated November 12, 2004. We still disagree with many of the statements in your letter. Conflicting issues, such as the ones pointed out in your above referenced letter, need to be addressed in another forum. What is needed now, is to hear from HNTB, or the Town of Addison, in writing what will be the acceptable, and reasonable, extra work needed for the area defined by Eastbound Lane 1 approximately Station 11+20 to 52+00? We acknowledge our role as the contractor for the Town of Addison, and as such, we stand ready to perform at the direction of the Town of Addison, or its contract manager. Upon completion of said work, APAC – Texas, Inc. will pursue whatever course we deem necessary to resolve these issues.

Sincerely,

APAC – Texas, Inc.



Kirk D. Morris
Area Manager

Cc: S. Robertson, APAC – Texas, Inc.
D. McEuen, APAC – Texas, Inc.
R. Blackburn, APAC – Texas, Inc.
M. Murphy, Town of Addison, TX
R. Jones, Town of Addison, TX
J. Pierce, Town of Addison, TX
S. Chutchian, Town of Addison, TX
J. Nicewander, Town of Addison, TX
J. Holder, HNTB Corporation
S. Forbes, HNTB Corporation

Mr. Kirk Morris
November 19, 2004
Page 2

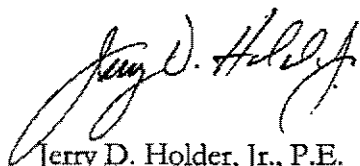
1:00 a.m. Saturday morning until 11:00 a.m. Saturday morning (in contract)
11:00 a.m. Saturday morning until 5:00 p.m. Saturday evening (6-hours of additional time)
1:00 a.m. Sunday morning until 11:00 a.m. Sunday morning (in contract)
11:00 a.m. Sunday morning until 10:00 p.m. Sunday night (11-hours of additional time)
10:00 p.m. Sunday night until 6:00 a.m. Monday morning (in contract)

HNTB Corporation and the Town of Addison are very interested in cooperating with APAC-Texas, Inc. to finish this project as soon as possible. There are a few other items that will need to be taken care of as part of the final punch list, such as manholes being adjusted to final grade, work around the railroad tracks, and final cleanup of the site. In the spirit of cooperation to keep the project moving forward, I will be on site Saturday morning to develop a preliminary punch list. This will allow you the opportunity to address these items during your normal progress of work, instead of at the end of the project. If a representative of APAC-Texas, Inc. can be made available to review the list with me at that time, please let me know.

As of the date of this letter, November 19, 2004, APAC-Texas, Inc. has been on the project site 33 days. This exceeds the revised schedule of 28 days. We are formally requesting an updated completion schedule from you as soon as possible to help us understand the remaining work tasks. Please contact us immediately if you have any questions.

Sincerely,

HNTB CORPORATION



Jerry D. Holder, Jr., P.E.
Director of Municipal Services

Encl: APAC November 17th (18th) Letter

c: S. Chutchian, Town of Addison
M. Ebeling, HNTB Corporation
S. Forbes, HNTB Corporation
R. Jones, Town of Addison
M. Murphy, Town of Addison
J. Nicewander, Town of Addison
J. Pierce, Town of Addison

ASHLAND.**APAC- Texas, Inc.****Kirk D. Morris**
Area ManagerA subsidiary of Ashland Paving And Construction, Inc.
Texas Bitulithic Division
P.O. Box 224048, Dallas, TX 75222-4048
Tel: 214 741-3531, Fax: 214 742-3540

November 17, 2004

Michael W. Ebeling, P.E.
HNTB Corporation
5910 W. Plano Parkway Ste. 200
Plano, TX 75093

RE: November 12, 2004 letter

Dear Mr. Ebeling,

APAC - Texas, Inc. acknowledges receipt of your letter dated November 12, 2004. We still disagree with many of the statements in your letter. Conflicting issues, such as the ones pointed out in your above referenced letter, need to be addressed in another forum. What is needed now, is to hear from HNTB, or the Town of Addison, in writing what will be the acceptable, and reasonable, extra work needed for the area defined by Eastbound Lane I approximately Station 11+20 to 52+00? We acknowledge our role as the contractor for the Town of Addison, and as such, we stand ready to perform at the direction of the Town of Addison, or its contract manager. Upon completion of said work, APAC - Texas, Inc. will pursue whatever course we deem necessary to resolve these issues.

Sincerely,

APAC - Texas, Inc.

Kirk D. Morris
Area ManagerCc: S. Robertson, APAC - Texas, Inc.
D. McEuen, APAC - Texas, Inc.
R. Blackburn, APAC - Texas, Inc.
M. Murphy, Town of Addison, TX
R. Jones, Town of Addison, TX
J. Pierce, Town of Addison, TX
S. Chutchian, Town of Addison, TX
J. Nicewander, Town of Addison, TX
J. Holder, HNTB Corporation
S. Forbes, HNTB Corporation**apac**

November 19, 2004

Mike Murphy

972-450-2837

APAC - Texas, Inc.
Texas Bitulithic Division
2121 Irving Boulevard
Dallas, Texas 75207

Attention: Mr. Kirk Morris
Area Manager

Re: Belt Line Road Pavement Rehabilitation
Marsh Lane to Dallas North Tollway
Letter dated November 17, 2004
Remediation of Unacceptable Asphalt Overlay

Dear Mr. Morris,

We have carefully reviewed the above referenced correspondence. As we stated in our correspondence to you on November 5, 2004 and also November 12, 2004, we are waiting for you to submit a proposed plan of corrective action for the section of new pavement on Eastbound Lane 1 from approximate station 11+20 to approximate station 52+00. It is not the responsibility of HNTB Corporation or the Town of Addison to direct you on how to remediate the problems in this pavement section. HNTB Corporation nor the Town of Addison considers this remediation effort "extra" work as you state in your letter dated November 17, 2004. For clarification purposes, your letter was faxed to our office on November 18, 2004.

In an effort to move your decision forward as quickly as possible, we will tell you that a proposal to mill off the top one (1) inch of the existing asphalt section and replace with a new one (1) inch overlay of the same asphalt mix would be an acceptable solution to HNTB Corporation and the Town of Addison. This is in no way intended to direct you to proceed with this method.

I will also reiterate the Town's offer to let APAC-Texas, Inc. work extended hours through this weekend in an effort to expedite the project. They have offered to allow APAC-Texas to work the following times if a successful proposal is agreed upon by the end of business on Friday, November 19, 2004.

1:00 a.m. Saturday morning until 11:00 a.m. Saturday morning (in contract)
11:00 a.m. Saturday morning until 5:00 p.m. Saturday evening (6-hours of additional time)
1:00 a.m. Sunday morning until 11:00 a.m. Sunday morning (in contract)
11:00 a.m. Sunday morning until 10:00 p.m. Sunday night (11-hours of additional time)
10:00 p.m. Sunday night until 6:00 a.m. Monday morning (in contract)

HNTB Corporation and the Town of Addison are very interested in assisting APAC-Texas, Inc. in finishing this project as soon as possible. There are a few other items that will need

to be taken care of as part of the final punch list, such as manholes being adjusted to final grade, work around the railroad tracks, and final cleanup of the site. In an effort to assist you with keeping the project moving forward, I will be on site Saturday morning to develop a preliminary punch list. This will allow you the opportunity to address these items during your normal progress of work, instead of at the end of the project. If a representative of APAC-Texas can be made available to review the list with me at that time, please let me know.

As of the date of this letter, November 19, 2004, APAC-Texas, Inc. has been on the project site 33 days. This exceeds the revised schedule of 28 days. Please contact us immediately if you have any questions.

Sincerely,

HNTB Corporation

Jerry D. Holder, Jr., P.E.
Director of Municipal Services

Encl: APAC November 17th (18th) Letter

Cc: M. Murphy, Town of Addison
R. Jones, Town of Addison
J. Pierce, Town of Addison
S. Chutchian, Town of Addison
J. Nicewander, Town of Addison
M. Ebeling, HNTB Corporation
S. Forbes, HNTB Corporation

M:\JOBS\40316-Beltline\COMMMTGS\LETTERS\APAC 111904 remediation lt02.doc

TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO

DATE: 11/19/04

Claim # _____

Check \$ 28,665.15

Vendor No. _____
 Vendor Name HNTB CORPORATION
 Address P.O. BOX 802741
 Address KANSAS CITY, MO. 64180-2741
 Address _____
 Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	47	010	58110	52300		13,313.40
	47	000	56570	52300		15,351.75
	47			52300		

TOTAL 28,665.15

EXPLANATION DESIGN & CONSTRUCTION SERVICES ON BELT LINE RD.
REHAB.

Steve Chutehian
 Authorized Signature

Finance



ARCHITECTS ENGINEERS PLANNERS

November 12, 2004

TOWN OF ADDISON
Mr. James C. Pierce, Jr., P.E.
Assistant Public Works Director
P.O. Box 9010
Addison, Texas 75001-9010

In Account With

HNTB CORPORATION

Correspondence Address:
5910 West Plano Parkway, Suite 200
Plano, TX 75093

Remittance Address:
P.O. Box 802741
Kansas City, MO 64180-2741

Invoice No. 4-40316-CN-001

MAXIMUM: \$ 66,207.00

Professional services in connection with the construction services for the Beltline Road Rehabilitation.

For the period: August 2, 2004 through October 22, 2004

DIRECT PAYROLL COSTS (Detail Attached):

\$ 4,109.45 x 3.00 \$ 12,328.35

REIMBURSABLE EXPENSES (Detail Attached):

\$ 985.05 x 1.00 \$ 985.05

Total Amount Earned This Period	\$ 13,313.40
Plus Previously Invoiced	-
Total Amount Earned To Date	<u>\$ 13,313.40</u>
Less Previously Invoiced	-
AMOUNT DUE THIS INVOICE	<u>\$ 13,313.40</u>

*Ok. to pay
SZC
11/19/04*



Billing Report

BILL4
By Segment

Direct Payroll

08/02/04 Thru 10/22/04

Job 40316 Beltline Road Rehabilitation
Ph Seg CN-001 Construction Services

E/O Biller, BJ (01735)
P/M Holder, JD (13674)
B/O Dallas TX
B/F HNTB CORPORATION

Ofc 003
Ofc 003
Ofc 003

Ofc	EmpNo	Employee	Emp Firm	Shift Code	Transxn Type	Rate	Hours	Amount	Remarks
003	13669	Filer, Daniel J	HI			23.80	9	214.20	Regular
003	13674	Holder, Jerry D	HI			61.91	10	619.10	Regular
003	13786	Chastain, Douglas	HI			20.68	6	124.08	Regular
003	13791	Forbes, William S	HI			53.85	3	161.55	Regular
134	23242	Ebeling, Michael W	HI			57.51	44	2,530.44	Regular
			HI			57.51	8	460.08	Reg-Ovt

Total Labor Distribution

Billing Item: 40316-CN-001	72	3,649.37	Regular
	8	460.08	Reg-Ovt
	80	4,109.45	Total



The HNTB Companies

Expense Task Distribution
by Job, Phase, Segment
08/02/2004 - 10/22/2004

4ER

CENTRAL DIVISION

Job 40316 Beltline Road Rehabilitation E/O 01735 Benjamin J. Biller Ofc 003
Phase CN CONSTRUCTION PM 13674 Jerry Dale Holder Ofc 003
Seg 001 Construction Services BO Dallas TX Ofc 003
Contracting Entity HNTB CORPORATION

Table with columns: Task/Description, DB, FI, Ofc, Effective Date, Journal Name, Description, Amount. Includes rows for MISCELLANEOUS EXPENS and Total - Task.

* Copies of Original Substantiation for Subsistence required by IRC 274(d) are available.



ARCHITECTS ENGINEERS PLANNERS

November 12, 2004

TOWN OF ADDISON
Mr. James C. Pierce, Jr., P.E.
Assistant Public Works Director
P.O. Box 9010
Addison, Texas 75001-9010

In Account With

HNTB CORPORATION

Correspondence Address:
5910 West Plano Parkway, Suite 200
Plano, TX 75093

Remittance Address:
P.O. Box 802741
Kansas City, MO 64180-2741

Invoice No. 3-40316-DS-001

Professional services in connection with the preliminary engineering design for the Beltline Road Rehabilitation.

For the period: September 25, 2004 through October 22, 2004

LUMP SUM FEE: \$ 102,345.00

100.0% Complete x \$ 102,345.00 \$ 102,345.00

Total Amount Earned To Date \$ 102,345.00
Less Previously Invoiced 86,993.25

AMOUNT DUE THIS INVOICE \$ 15,351.75

O.K. to pay l.
SZC
11/19/04



ARCHITECTS ENGINEERS PLANNERS

90 Years

5910 W Plano Parkway
Suite 200
Plano, Texas
75093
972-661-5626
Fax 972-661-5614
www-hntb.com

November 12, 2004

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

**RE: BELTLINE ROAD REHABILITATION
HNTB PROJECT NO. 40316**

Dear Mr. Pierce:

Enclosed please find our Invoice Numbers 3-40316-DS-001 and 4-40316-CN-001 for professional services in connection with the above referenced project.

If any further information is necessary to process these invoices for payment, please feel free to contact Scott Forbes at 972-661-5626.

Sincerely,

HNTB CORPORATION

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

BJB/sso

Enclosures

cc: Scott Forbes - Plano
Finance

The HNTB Companies

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

Project:	Beltline Road Pavement Rehabilitation (Marsh Lane to Dallas North Tollway)
Client:	Town of Addison, Texas
Report No.:	3
Time Period:	September 25, 2004 through October 22, 2004
Prepared By:	WSF

Work Started or Progressed

- Commencing construction phase of project.

Work Completed

- Assisted the Town with Advertising and Bid Letting. Bids were received on September 28, 2004.
- Prepared bid tabulation. Provided copies to the Town.
- Attended the October 12, 2004 Council meeting to award construction contract to APAC – Texas, Inc.
- Assisted the Town with a pre-construction conference on October 14, 2004.
- Construction commenced on October 17, 2004 at 10:00 PM. Providing on-site inspection during construction.

Work Remaining to be Performed

- Continue to provide on-site inspection during construction.
- Assist Town with project closeout.
- Deliver to Town all relevant construction documentation generated as a result of the project.



- We take issue to your statement that HNTB has been unwilling to partner together to find a best solution. On the contrary, we have worked diligently with all parties to find solutions to the initial paving problems. It was HNTB that contacted the PavePrep manufacturer and spearheaded meetings between the parties involved in an effort to deliver a quality project to the Town of Addison.
- Quality Control of the new asphalt overlay is the responsibility of the Contractor and as such we deny it is our obligation to propose a solution to this issue and reiterate our position that APAC – Texas, Inc. prepare an acceptable method of remediation and bear all costs associated with such implementation.
- APAC – Texas, Inc. states the time sensitive nature of this project and yet has failed to provide adequate resources to complete this project within the specified contract duration. APAC – Texas, Inc. has failed to provide additional resources to compensate for plant and equipment breakdowns. The concrete milling operation originally scheduled for four days for completion has instead extended into the third week of the project. Additional paving crews were not utilized by APAC – Texas, Inc. even though it has been readily apparent the paving cannot be completed within the framework of the project schedule without such additional resources.

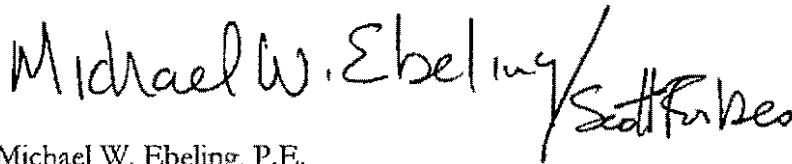
APAC – Texas, Inc. has repeatedly stated their desire to provide a quality product and to make repairs to the pavement in question to the satisfaction of the Town of Addison. We state again our request for a proposed plan to correct the unacceptable quality of the asphalt overlay in the area referred to in our November 5th letter and again state this plan must be accepted by the Engineer and repairs made within the current project schedule.

The issue of remobilization of your subcontractor Dustrol, Inc. for work at the railroad is an issue separate from the pavement quality issue and as such will be addressed under separate correspondence.

In closing, we would like to resolve this issue as soon as possible due to the project schedule nearing completion. Please contact us immediately if you have any questions.

Sincerely,

HNTB Corporation

Handwritten signature of Michael W. Ebeling and Scott Forbes. The signature is written in black ink and consists of two names: "Michael W. Ebeling" and "Scott Forbes", with a diagonal slash between them.

Michael W. Ebeling, P.E.
Director of Construction Services

Encl: HNTB November 5th Letter
APAC November 11th Letter

Cc: M. Murphy, Town of Addison
R. Jones, Town of Addison
J. Pierce, Town of Addison
S. Chutchian, Town of Addison
J. Nicewander, Town of Addison
J. Holder, HNTB Corporation
S. Forbes, HNTB Corporation

J. Pierce, Town of Addison
S. Chutchian, Town of Addison
J. Nicewander, Town of Addison
J. Holder, HNTB Corporation
S. Forbes, HNTB Corporation

ASHLAND.**APAC- Texas, Inc.**

Kirk D. Morris
Area Manager

A subsidiary of Ashland Paving And Construction, Inc.
Texas Bitulithic Division
P.O. Box 224048, Dallas, TX 75222-4048
Tel: 214 741-3531, Fax: 214 742-3540

November 11, 2004

Michael W. Ehling
HNTB Corporation
5910 W. Plano Parkway Ste. 200
Plano, Texas 75093

RE: HNTB Letter Dated November 5, 2004

Mr. Ehling,

In response to your letter dated November 5, APAC – Texas, Inc. first reminds your firm that we boldly stated at the pre-construction meeting on October 14, 2004 that the payprep product, and joint fabrics in general, do cause reflective bumps in the asphalt paving mat. We have never deviated from this stance. The manufacturer of this product even notes in its own literature that shadowing (a more delicate word for reflective bumps) can and may occur. Still, HNTB has chosen to force the follow through of the use of this material to the point of requesting orally that APAC – Texas, Inc. re-source the project with a thinner version of the payprep joint fabric that still produces the same reflective bump results. Representatives from both Payprep and their distributor Lone Star Products have been available and consistently providing feedback. As to whether installation was correct or incorrect, these industry representatives have quickly pointed out that APAC – Texas, Inc. has correctly installed the fabric. APAC – Texas, Inc. has been available to try every suggestion provided by the manufacturer and HNTB.

Given the statements above, APAC – Texas, Inc. would only be meddling with the approved design for this project in order to remediate a problem. Design for this project is and has always been the responsibility of the Town of Addison and assumably their contract manager, HNTB Corporation. APAC – Texas, Inc. is the contractor for the Town of Addison. We only offer advice as to our previous experience not that any particular experience has bearing on the current project. We seek to fulfill the specifications as they are contracted. We can only point out where we think design has caused conflict with specifications such as our statements made at the October 14, 2004 meeting. Therefore, the designer should propose a solution on how best to resolve these conflicts.

Speaking specifically to your letter's denial of cost and time claims before they materialize, we find this issue to be disturbing and disheartening as to HNTB's and presumably the Town of Addison's unwillingness to partner together to find a best fit solution. The willingness to partner together in these issues has certainly been the attitude of APAC and we assumed with HNTB personnel associated with this project prior to the receipt of this letter referenced above.


The logo for APAC, consisting of the lowercase letters "apac" in a bold, sans-serif font, enclosed within a rectangular border.

ASHLAND.**APAC- Texas, Inc.****Kirk D. Morris**
Area ManagerA subsidiary of Ashland Paving And Construction, Inc.
Texas Bitulithic Division
P.O. Box 224048, Dallas, TX 75222-4048
Tel: 214 741-3631, Fax: 214 742-3540

In addition, we are currently visiting with our subcontractor, Dustrol, Inc., about additional cost, if any, and time, if any, that will be needed due Dustrol's needing to remobilize the project to rework the butt joint at the railroad tracks due to the HNTB's representative reversing his previous decision on where to place the first butt joint at the railroad tracks. Obviously, this is a very time sensitive project which requires close attention to matters where decision reversal affects the overall critical path.

Sincerely,

APAC - Texas, Inc.


Kirk D. Morris
Area Manager

Cc: M. Murphy, Town of Addison
R. Jones, Town of Addison
J. Pierce, Town of Addison
S. Chutchian, Town of Addison
J. Nicewander, Town of Addison
J. Holder, HNTB Corporation
S. Forbes, HNTB Corporation



ASHLAND.

APAC- Texas, Inc.

Kirk D. Morris
Area Manager

A subsidiary of Ashland Paving And Construction, Inc.
Texas Bitulthic Division
P.O. Box 224048, Dallas, TX 75222-4048
Tel: 214 741-3531, Fax: 214 742-3540

November 17, 2004

Michael W Ebeling, P.E.
HNTB Corporation
5910 W. Plano Parkway Ste. 200
Plano, TX 75093

RE: November 12, 2004 letter

Dear Mr. Ebeling,

APAC - Texas, Inc. acknowledges receipt of your letter dated November 12, 2004. We still disagree with many of the statements in your letter. Conflicting issues, such as the ones pointed out in your above referenced letter, need to be addressed in another forum. What is needed now, is to hear from HNTB, or the Town of Addison, in writing what will be the acceptable, and reasonable, extra work needed for the area defined by Eastbound Lane 1 approximately Station 11+20 to 52+00? We acknowledge our role as the contractor for the Town of Addison, and as such, we stand ready to perform at the direction of the Town of Addison, or its contract manager. Upon completion of said work, APAC - Texas, Inc. will pursue whatever course we deem necessary to resolve these issues.

Sincerely,

APAC - Texas, Inc.



Kirk D. Morris
Area Manager

- Cc: S. Robertson, APAC - Texas, Inc.
D. McEuen, APAC - Texas, Inc.
R. Blackburn, APAC - Texas, Inc.
M. Murphy, Town of Addison, TX
R. Jones, Town of Addison, TX
J. Pierce, Town of Addison, TX
S. Chutchian, Town of Addison, TX
J. Nicewander, Town of Addison, TX
J. Holder, HNTB Corporation
S. Forbes, HNTB Corporation



Steve Chutchian

From: Mike Murphy
Sent: Tuesday, November 16, 2004 3:04 PM
To: Chris Terry
Cc: Ron Whitehead; Lea Dunn; Mario Canizares; Michele Covino; JERRY HOLDER (E-mail); Jenny Nicewander; Steve Chutchian; Robin Jones
Subject: Belt Line Resurfacing

Chris,

As we discussed this morning, the contractor (APAC) is requesting expanded work hours to include day time work. As you know we are through with the east-west main lanes including all of the intersections and turn lanes east bound from Marsh to Midway.

The contractor will not make any incentive money on this project if not 100% complete by end of work day this Thursday which is most unlikely and the disincentive clause will take effect on Friday November 19th (\$10K/day). Therefore, I recommend that we allow the contractor to expand their work hours to day time, taking into account the rush hour traffic in Addison....I will make sure that their work does not compromise morning, lunch and evening traffic. Robin Jones along with HNTB inspectors will coordinate all day time work....daytime work will include turn lane paving in areas that are least effected by this type construction, work will also include button installation, stop bars, cross walks etc...

Day time work will not be done in place of the night time work. We expect the contractor to continue working in the evening hours until the project is complete. Day time work is being done only to take advantage of available weather and complete the project as soon as possible.

Please call with any questions.

Mike

Michael E. Murphy, PE

Director of Public Works

(972) 450-2878 Work

(214) 215-5280 Mobile

(972) 450-2837 Fax

E-Mail: mmurphy@ci.addison.tx.us

Steve Chutchian

To: jholder@hntb.com
Subject: Belt Line Road Resurfacing Punch List

Jerry:

As a support to our conversation this morning regarding the Belt Line Road Resurfacing Project, please accept the following "punch" list of outstanding items, as developed by our staff:

- The inside EB lane, from Marsh Lane to approximately Runyan, is very bumpy and should be milled and overlaid.
- The existing asphalt surface on both sides of the RR track must be milled off and resurfaced with HMAC.
- Several intersections should be milled and resurfaced due to bumpy conditions and large areas of damaged pavement.
- Several manholes and water valves must be adjusted and the surrounding asphalt pavement be removed and replaced.
- Extensive cleanup of loose aggregate is required in numerous areas, including sidewalks, inlet bottoms, and all gutters.

The above punch list items should be forwarded to APAC-Texas, Inc. in order to successfully complete the project. Should you have any questions, please let me know. Thanks.

Steve Chutchian

Steve Chutchian

From: Mike Murphy
Sent: Monday, November 15, 2004 3:06 PM
To: Ron Whitehead; Chris Terry
Cc: Robin Jones; Steve Chutchian; Jenny Nicewander; Jim Pierce
Subject: Belt Line Road Re-surface Update

Ron, Chris,

To update you both on the progress/status of the Belt Line Resurfacing project.

We extended the completion date of the project through Thursday night/ Friday morning November 18th/19th. We granted the extension because we (HNTB & Addison) did not like the way the, originally specified, joint tape was going down and therefore asked the contractor to use another size material that was basically thinner. The delivery time extended the project by 3 days, we felt this was a good and necessary call.

The project, as I'm sure you're aware, has been making steady progress. All east-west drive lanes are installed and contractor is working to complete left turn and right turn lanes and median leave outs in the intersections. As of today Monday November 15th all of east bound is complete from Marsh to Midway.

Tonight the striping contractor will begin his layout process and paving contractor will continue with the turn lanes and intersections. If weather permits it looks like the contractor should have the project either complete or mostly complete by quitting time Friday morning. It does not seem likely at this time that the contractor will qualify for any incentive money and possibly may fall into the disincentive category if not completed 100% by Friday. ***As part of the agreement all of the "Fine Tuning" — punch list, touch up, cleaning, minor repair, ride quality issues must be taken care of by Friday morning or the disincentive clause will kick in...It is our goal to deliver the type product that we can all be very proud of and I have expressed this to HNTB and APAC in as strong of terms as I can...I know they both understand our position and are working very hard to accomplish this goal.***

According to Mike Ebling with HNTB, this is the best asphalt material he has seen in his 25 plus years of experience, so far we are very pleased with the material being installed. There are however some ride quality issues on the very first course of asphalt that was installed on day one that we will address before we make final payment.

The second phase of this project will be bid out in early Spring of 2005. In phase II we will come back in and work on all of the intersections and crosswalks with a stamped concrete material that will define and highlight the intersections with a permanent colored brick style pattern.

Please call with any questions.

Mike

Michael E. Murphy, PE

Director of Public Works

(972) 450-2878 Work

(214) 215-5280 Mobile

(972) 450-2837 Fax

E-Mail: mmurphy@ci.addison.tx.us

Steve Chutchian

From: Michael Ebeling [MEbeling@HNTB.com]
Sent: Sunday, November 14, 2004 11:18 AM
To: Jerry Holder; Scott Forbes; Jenny Nicewander; Steve Chutchian; Robin Jones; Mike Murphy; Jim Pierce
Subject: Beltline Rd Update

Saturday, we paved 10 median turn lanes, EB and WB between Marsh and Midway. Sunday morning we paved three median turn lanes, WB ending at Marsh Lane and 5 right turn lanes from Marsh to Surveyor Blvd.

We will continue paving right turn lanes tonight. Stripers will be in to begin striping layout. Weather permitting.

mikee

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Steve Chutchian

To: WForbes@HNTB.com
Cc: Jenny Nicewander; Jim Pierce; Mike Murphy
Subject: FW: Letter to APAC

Scott:

We have looked at the proposed letter response to APAC-Texas, Inc. and agree with it in content and form. However, we were questioning the need to also reference the remaining number of calendar days in the contract in the letter. By doing so, do we position ourselves to successfully charge disincentive (liquidated damages) if it becomes necessary, or do we create a further adverse situation that will slow the progress of the project completion? Also, Mike and I drove Belt Line Road this morning and found the lack of cleanup of aggregate to be completely unacceptable. The sidewalks are covered with aggregate, and a substantial buildup can be seen in the gutters along the entire length of the eastbound and westbound lanes. The existing curb inlets will continue to be the recipient of excess aggregate due to gutter flow of stormwater and street sweeping. We would appreciate it if you would address this issue with Mike E. and APAC-Texas, Inc. Your assistance in this matter is greatly appreciated.

Steve Chutchian
-----Original Message-----

From: Mike Murphy
Sent: Friday, November 12, 2004 10:28 AM
To: Steve Chutchian
Subject: FW: Letter to APAC

SC,

FYI

Mike

Michael E. Murphy, PE
Director of Public Works
(972) 450-2878 Work
(214) 215-5280 Mobile
(972) 450-2837 Fax
E-Mail: mmurphy@ci.addison.tx.us

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

From: Scott Forbes [mailto:WForbes@HNTB.com]
Sent: Friday, November 12, 2004 9:00 AM
To: Mike Murphy
Subject: Letter to APAC

Mike,

Take a look at this letter and let me know if you have any changes/modifications you would like to see. I will get in APAC's hands after hearing back from you.

Thanks,

11/12/2004

Scott

<<APAC 111204 remediation ltr.doc>>

Scott Forbes, P.E.
Municipal Department Manager
HNTB Corporation
5910 W. Plano Parkway, Suite 200
Plano, Texas 75093
(972) 661-5626 (office)
(972) 628-3150 (direct)
(972) 661-5614 (fax)
wforbes@hntb.com

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11/12/2004

November 12, 2004

APAC – Texas, Inc.
Texas Bitulithic Division
2121 Irving Boulevard
Dallas, Texas 75207

Attention: Mr. Kirk Morris
Area Manager

Re: Belt Line Road Pavement Rehabilitation
Marsh Lane to Dallas North Tollway
Letter of November 11, 2004
Remediation of Unacceptable Asphalt Overlay

Dear Mr. Morris,

We have carefully reviewed the above referenced correspondence. We are extremely disappointed APAC – Texas, Inc. has chosen to approach the project completion and resolution of outstanding issues in such an adversarial manner. We remind APAC - Texas, Inc. the spirit of partnering is an agreement, formal or otherwise, to mutually approach a resolution of project issues in a cooperative manner. Partnering does not extend to a requirement for the Owner or Engineer to accept a substandard quality of work as you suggest.

Specific issues which arise in your correspondence are addressed as follows:

- “Shadowing” is an aesthetic visual issue and is not another term for reflective bumps.
- We cannot more strongly disagree with your ascertain that statements made by APAC – Texas, Inc. at the preconstruction conference regarding bumps resulting from the use of pavement fabrics are the valid reason to disregard the project plans, specifications and quality requirements and thereby relieve the Contractor of his obligations under this contract.
- The severity and frequency of the bumps in the affected asphalt overlay, noted in our previous correspondence are not the result of the project design but are instead the direct result of construction means and methods chosen by APAC – Texas, Inc. We point out APAC – Texas, Inc.’s failure to follow the fabric manufacturer’s specific direction regarding the amplitude and frequency of the asphalt compaction effort. We further note, in direct contrast to your correspondence, once the compaction amplitudes were adjusted to the manufacturer’s recommendation, the severity of bumps was dramatically reduced. This is unrelated to the revision of the pavement fabric to a thinner material. A large percentage of the project was paved over the

originally specified fabric and does not exhibit the same severity of bumps as the first night's paving deemed unacceptable.

- We take issue to your statement that HNTB has been unwilling to partner together to find a best solution. On the contrary, we have worked diligently with all parties to find solutions to the initial paving problems. It was HNTB that contacted the PavePrep manufacturer and spearheaded meetings between the parties involved in an effort to deliver a quality project to the Town of Addison.
- Quality Control of the new asphalt overlay is the responsibility of the Contractor and as such we deny it is our obligation to propose a solution to this issue and reiterate our position that APAC – Texas, Inc. prepare an acceptable method of remediation and bear all costs associated with such implementation.
- APAC – Texas, Inc. states the time sensitive nature of this project and yet has failed to provide adequate resources to complete this project within the specified contract duration. APAC – Texas, Inc. has failed to provide additional resources to compensate for plant and equipment breakdowns and unfortunate but non-compensable delays due to weather. The concrete milling operation originally scheduled for four days for completion has instead extended into the third week of the project. Additional paving crews were not utilized by APAC – Texas, Inc. even though it has been readily apparent the paving cannot be completed within the framework of the project schedule without such additional resources.

APAC – Texas, Inc. has repeatedly stated their desire to provide a quality product and to make repairs to the pavement in question to the satisfaction of the Town of Addison. We state again our request for a proposed plan to correct the unacceptable quality of the asphalt overlay in the area referred to in our November 5th letter and again state this plan must be accepted by the Engineer and repairs made within the current project schedule.

The issue of remobilization of your subcontractor Dustrol, Inc. for work at the railroad is an issue separate from the pavement quality issue and as such will be addressed under separate correspondence.

In closing, we would like to resolve this issue as soon as possible due to the project schedule nearing completion. Please contact us immediately if you have any questions.

Sincerely,

HNTB Corporation

Michael W. Ebeling, P.E.
Director of Construction Services

Encl: HNTB November 5th Letter
APAC November 11th Letter

Cc: M. Murphy, Town of Addison
R. Jones, Town of Addison
J. Pierce, Town of Addison
S. Chutchian, Town of Addison
J. Nicewander, Town of Addison
J. Holder, HNTB Corporation
S. Forbes, HNTB Corporation

Steve Chutchian

From: Michael Ebeling [MEbeling@HNTB.com]
Sent: Friday, November 12, 2004 7:11 AM
To: Jerry Holder; Scott Forbes; Jim Pierce; Mike Murphy; Robin Jones; Steve Chutchian; Jenny Nicewander
Subject: Beltline Rd. Update

Last night we placed fabric WB in the turn lanes from Midway to Marsh lane. Dustrol milled the existing asphalt at the railroad, all lanes, EB and WB. We placed "Bump" sign at this location in both directions.

We paved seven left turn lanes, EB beginning at Marsh Lane and ending at Runyon Rd. We placed 218 tons of asphalt. Hand work is slow.

Tonight, we will continue to pave left turn lanes EB to Midway, then turn and pave left turn lanes WB beginning at Midway. We should get more done with the increased work hours.

The contractor worked on project clean up EB from Midway to the Tollway and back again WB, Tollway to Midway.

mikee

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11/12/2004

SECTION PF
PROPOSAL FORM

COPY

Sept. 28, 2004

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

Gentlemen:

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

Signed By: _____


Kirk D. Morris, Area Manager

ACKNOWLEDGEMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 Dated: 9/23/04

Addendum No. 2 Dated: _____

Addendum No. 3 Dated: _____

Addendum No. 4 Dated: _____

Addendum No. 5 Dated: _____

Addendum No. 6 Dated: _____

PROPOSAL FORM

Place Town of Addison, Texas

Date September 28, 2004

Proposal of APAC-TEXAS, INC.

a Corporation

organized and existing under the laws of the State of DELAWARE

OR

~~Proposal of _____~~

~~a partnership consisting of _____~~

~~and _____~~

~~OR~~

~~Proposal of _____~~

~~an individual trading as _____~~

~~OR~~

~~Proposal of _____~~

~~a Joint Venture consisting of _____~~

~~and _____~~

TO: Town of Addison, Texas

Sealed bids addressed to the Town of Addison, Texas, for the Construction of Paving for BELT LINE ROAD PAVEMENT REHABILITATION FROM MARSH LANE TO THE DALLAS NORTH TOLLWAY for the Town of Addison, Texas, hereinafter called "Town", in accordance with the plans, specifications and contract documents prepared by HNTB Corporation, will be received at the office of Ms. Minok Suh, Purchasing Coordinator, Finance Building, 5350 Belt Line Road, Addison, Texas until **2:00 p.m. on Tuesday, the 28th day of September, 2004**. Bids received by the appointed time will be opened and read aloud. Any bids received after stated time will be returned unopened.

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

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

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

APAC-TEXAS, INC.
Name of Bidder

By: 
(Signature)

Kirk D. Morris, Area Manager
(Print Name and Title)

Witness: 
(Signature) Patricia L. McCall, Division Secretary

2121 Irving Boulevard, Dallas, Texas 75207
(Office Address of Bidder)

Bidder's Tax I.D. No. or Employer No. 58-1401466

SEAL (If Bidder is a Corporation)

NOTES: Sign in ink. Do not detach.

BID BOND

**LIBERTY
BOND SERVICES**



Bond Number: 092804

KNOW ALL MEN BY THESE PRESENTS, that we APAC-Texas, Inc.

, as Principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a mutual company duly organized under the laws of the Commonwealth of Massachusetts, as Surety (the "Surety"), are held and firmly bound unto

The Town of Addison, Texas

, as Obligee (the "Obligee"), in the penal sum of Five Percent of the Greatest Amount Bid

Dollars (\$ 5% G. A. B.).

for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for The Construction of Asphalt Paving and Striping for BELT LINE ROAD PAVEMENT REHABILITATION FROM MARSH LANE TO THE DALLAS NORTH TOLLWAY to serve The Town of Addison, Texas.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect; in no event shall the liability hereunder exceed the penal sum hereof.

Signed and sealed this 28th day of September, ~~xxx~~ 2004.

WITNESS OR ATTEST:

APAC-Texas, Inc. (Seal)

Principal

Stephen D. Millington
Secretary/Treasurer

By:

Name: Kirk D. Morris
Title: Attorney-In-Fact

LIBERTY MUTUAL INSURANCE COMPANY (Seal)
Surety

By:
Attorney-In-Fact Lorrie Scott

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

1163134

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **LINDA EDWARDS, ROBERT C. FRICKE, BETTYE ANN ROGERS, JAMES F. SIDONS, ROBERT C. SIDONS, STEVEN B. SIDONS, DOUGLAS J. WEALTY, HOLLY A. GRAVENOR, LORRIE SCOTT, ALL OF THE CITY OF FORT WORTH, STATE OF TEXAS**.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY-FIVE MILLION AND 00/100***** DOLLARS (\$ 25,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president; and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Timothy C. Mulloy, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of January, 2003

LIBERTY MUTUAL INSURANCE COMPANY

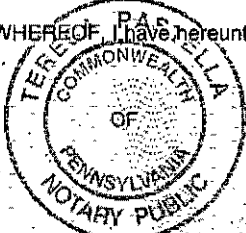
By Timothy C. Mulloy
Timothy C. Mulloy, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of January, 2003, before me, a Notary Public, personally came Timothy C. Mulloy, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notary Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2005
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 28th day of SEPTEMBER, 2004



By John F. X. Hee
John F. X. Hee, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, dual value guarantees, currency rate, interest rate or

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BELTLINE ROAD
PAVEMENT REHABILITATION
MARSH LANE TO DALLAS NORTH TOLLWAY

ITEM No.	DESCRIPTION	UNIT	PRICE	AMOUNT
1	Complete in Place, for the Sum of <u>THREE HUNDRED SIXTY</u> Dollars and <u>No</u> Cents per unit		<u>360⁰⁰</u>	<u>12,600</u>
2	Complete in Place, for the Sum of <u>FOUR</u> Dollars and <u>No</u> Cents per unit		<u>4⁰⁰</u>	<u>401,200⁰⁰</u>
3	Complete in Place, for the Sum of <u>No</u> Dollars and <u>FORTY-FIVE</u> Cents per unit		<u>0⁴⁵</u>	<u>3,645⁰⁰</u>
4	Complete in Place, for the Sum of <u>ONE</u> Dollars and <u>SEVENTY-FIVE</u> Cents per unit		<u>1⁷⁵</u>	<u>35,175⁰⁰</u>
5	Complete in Place, for the Sum of <u>TWO</u> Dollars and <u>FIFTY</u> Cents per unit		<u>2⁵⁰</u>	<u>45,750⁰⁰</u>
6	Complete in Place, for the Sum of <u>FOUR</u> Dollars and <u>FIFTY</u> Cents per unit		<u>4⁵⁰</u>	<u>29,700⁰⁰</u>

BELTLINE ROAD
PAVEMENT REHABILITATION
MARSH LANE TO DALLAS NORTH TOLLWAY

ITEM NO.	DESCRIPTION	UNIT PRICE IN WORDS	LINE	UNIT PRICE	EST. QTY.	AMOUNT
	Complete in Place, for the Sum of <u>TWO</u> _____ Dollars and <u>FIFTEEN</u> Cents per unit			<u>2¹⁵</u>		<u>127,387⁰⁰</u>
	Complete in Place, for the Sum of <u>THREE HUNDRED</u> _____ Dollars and <u>No</u> Cents per unit			<u>300⁰⁰</u>		<u>4,500⁰⁰</u>
	Complete in Place, for the Sum of <u>ONE HUNDRED TWENTY</u> _____ Dollars and _____ Cents per unit			<u>120⁰⁰</u>		<u>7,680⁰⁰</u>
	Complete in Place, for the Sum of <u>TEN THOUSAND FIVE HUNDRED</u> _____ Dollars and <u>No</u> Cents per unit			<u>10,500⁰⁰</u>		<u>10,500⁰⁰</u>
	Complete in Place, for the Sum of <u>THREE</u> _____ Dollars and <u>FOETY</u> Cents per unit			<u>3⁴⁰</u>		<u>3,230⁰⁰</u>
	Complete in Place, for the Sum of <u>TWO</u> _____ Dollars and <u>SIXTY</u> Cents per unit			<u>2⁶⁰</u>		<u>20,410⁰⁰</u>

BELTLINE ROAD
PAVEMENT REHABILITATION
MARSH LANE TO DALLAS NORTH TOLLWAY

ITEM No.	DESCRIPTION	UNIT	PRICE	NO. QUANTITY	UNIT PRICE	EST. AMOUNT
14	Hot Applied Rubberized Seal Coat (2.5% W/B)					
	Complete in Place, for the Sum of <u>FOUR</u> Dollars and <u>SEVENTY</u> Cents per unit			470		8,248 ⁰⁰
15	Hot Applied Rubberized Seal Coat (3.5% W/B)					
	Complete in Place, for the Sum of <u>ONE</u> Dollars and <u>FIVE</u> Cents per unit			105		3,105 ⁰⁰
15	Hot Applied Rubberized Seal Coat (3.5% W/B)					
	Complete in Place, for the Sum of <u>TWO</u> Dollars and <u>TEN</u> Cents per unit			210		2,352 ⁰⁰
16	Hot Applied Rubberized Seal Coat (3.5% W/B)					
KMM	Complete in Place, for the Sum of <u>ONE HUNDRED FORTY-FIVE</u> Dollars and SEVENTY <u>NO</u> Cents per unit			155 ⁰⁰		4,805 ⁰⁰
16	Hot Applied Rubberized Seal Coat (3.5% W/B)					
	Complete in Place, for the Sum of <u>SEVENTY-FIVE</u> Dollars and <u>NO</u> Cents per unit			78 ⁰⁰		4,365 ⁰⁰
16	Hot Applied Rubberized Seal Coat (3.5% W/B)					
	Complete in Place, for the Sum of <u>SEVENTY-FIVE</u> Dollars and <u>NO</u> Cents per unit			78 ⁰⁰		1,248 ⁰⁰

BELTLINE ROAD
PAVEMENT REHABILITATION
MARSH LANE TO DALLAS NORTH TOLLWAY

ITEM NO.	DESCRIPTION OF MATERIALS AND SERVICES IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
20	Complete in Place, for the Sum of <u>SEVENTY-EIGHT</u> Dollars and <u>No</u> Cents per unit		<u>78⁰⁰</u>		<u>468⁰⁰</u>
21	Complete in Place, for the Sum of <u>ONE HUNDRED THIRTY</u> Dollars and <u>No</u> Cents per unit		<u>130⁰⁰</u>		<u>390⁰⁰</u>
22	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
23	Complete in Place, for the Sum of <u>ONE</u> Dollars and _____ Cents per unit		<u>1⁰⁰</u>		<u>1⁰⁰</u>

TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, ITEMS 1 THROUGH 22, INCLUSIVE

\$ 730,766⁰⁰

WRITTEN IN WORDS:

SEVEN HUNDRED THIRTY THOUSAND SEVEN HUNDRED SIXTY-SIX DOLLARS AND NO/100

NOTES:

- All items, labor, materials, equipment, facilities, incidentals, and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid for the construction of the project.
- Prices must be shown in words and figures for each item listed in this proposal. In the event of discrepancy, the words shall control.
- It is understood that the Bid Security shall be collected and retained by the Owner as liquidated damages in the event a contract is made by the Owner based on this proposal within ninety (90) calendar days after receiving bids and the undersigned fails to execute the contract and required bonds within two (2) days from the date the Contractor is notified and has received the conformed documents. After this period, if the contract has been executed and the required bonds have been submitted, the said Bid Security shall be returned to the undersigned upon demand.

Bidder's Tax I.D. No. or Employer No.:

58-1401466

COPY

**SECTION PF
PROPOSAL FORM**

Sept. 28, 2004

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

Gentlemen:

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

Signed By: _____



Jerry Barnes
Vice President

ACKNOWLEDGEMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 Dated: Sept. 23, 2004 JWB

Addendum No. 2 Dated: _____

Addendum No. 3 Dated: _____

Addendum No. 4 Dated: _____

Addendum No. 5 Dated: _____

Addendum No. 6 Dated: _____

PROPOSAL FORM

Place Dallas County
Date Sept. 28, 2004

Proposal of _____
a Corporation
organized and existing under the laws of the State of _____.

OR

Proposal of AUSTIN BRIDGE & ROAD LP
a partnership consisting of AUSTIN BRIDGE & ROAD, INC. - General Partner
and Austin Bronze, INC.

OR

Proposal of _____
an individual trading as _____.

OR

Proposal of _____
a Joint Venture consisting of _____
and _____.

TO: Town of Addison, Texas

Sealed bids addressed to the Town of Addison, Texas, for the Construction of Paving for BELT LINE ROAD PAVEMENT REHABILITATION FROM MARSH LANE TO THE DALLAS NORTH TOLLWAY for the Town of Addison, Texas, hereinafter called "Town", in accordance with the plans, specifications and contract documents prepared by HNTB Corporation, will be received at the office of Ms. Minok Suh, Purchasing Coordinator, Finance Building, 5350 Belt Line Road, Addison, Texas until **2:00 p.m. on Tuesday, the 28th day of September, 2004.** Bids received by the appointed time will be opened and read aloud. Any bids received after stated time will be returned unopened.

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

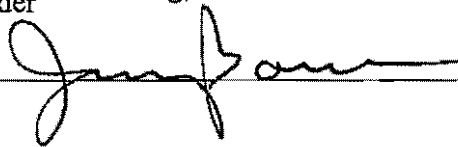
The undersigned Bidder agrees that this bid may not be withdrawn for a period of sixty (60) days after the opening of the bids.

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

Austin Bridge & Road, LP
6330 Commerce Drive, Suite 150
Irving, Texas 75063

Name of Bidder

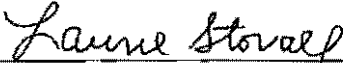
By: _____
(Signature)



Jerry Barnes
Vice President

(Print Name and Title)

Witness: _____
(Signature)



Austin Bridge & Road, LP
6330 Commerce Drive, Suite 150
Irving, Texas 75063

(Office Address of Bidder)

Bidder's Tax I.D. No. or Employer No.

75-2846900

SEAL (If Bidder is a Corporation)

NOTES: Sign in ink. Do not detach.

BELTLINE ROAD
PAVEMENT REHABILITATION
MARSH LANE TO DALLAS NORTH TOLLWAY

ITEM NO.	DESCRIPTION, UNIT, PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY	AMOUNT BID
11	Remove and Replace 6" Thick Reinf. Conc. Pavement	Sy	4739.00	55	260,635.00
	Complete in Place, for the Sum of <u>four hundred thirty-five</u> Dollars and <u>no</u> Cents per unit				
12	Hot Mix Asphalt (Type D) 2 1/2" (20.622)	Sy	49.72	100,300	4,988,156.00
	Complete in Place, for the Sum of <u>four</u> Dollars and <u>ninety-two</u> Cents per unit				
13	Pave Coat	Csf	1.80	29,100	52,380.00
	Complete in Place, for the Sum of <u>one</u> Dollars and <u>eighty</u> Cents per unit				
14	Pavement Wedge Milling (6" Milling Limit)	Lf	49.75	20,100	999,975.00
	Complete in Place, for the Sum of <u>one</u> Dollars and <u>ninety-five</u> Cents per unit				
15	Pavement Wedge Milling (10" Milling Limit)	Lf	24.80	18,300	453,840.00
	Complete in Place, for the Sum of <u>two</u> Dollars and <u>eighty</u> Cents per unit				
16	Pavement Butt Joint and Intersection Milling	Sy	28.76	3,500	101,610.00
	Complete in Place, for the Sum of <u>five</u> Dollars and <u>twenty</u> Cents per unit				

BELTLINE ROAD
PAVEMENT REHABILITATION
MARSH LANE TO DALLAS NORTH TOLLWAY

ITEM NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
8	Reinforced High Density Stress Relief Interlayer	SF	17.37	59,250	1,024,762.50
	Complete in Place, for the Sum of				
	two Dollars and				
	thirty-seven Cents per unit				
8	Adjust Manhole Castings	Ea	300.00	5	1,500.00
	Complete in Place, for the Sum of				
	three hundred Dollars and				
	no Cents per unit				
9	Adjust Manhole Boxes	Ea	75.00	17	1,275.00
	Complete in Place, for the Sum of				
	seventy-five Dollars and				
	no Cents per unit				
10	Traffic Control	LS	75,000.00	1	75,000.00
	Complete in Place, for the Sum of				
	twenty-five thousand Dollars and				
	no Cents per unit				
11	Traffic Markers (1/2" Lead Acrylic Reflectized)	Ea	3.85	2,950	11,257.50
	Complete in Place, for the Sum of				
	three Dollars and				
	eighty-five Cents per unit				
12	Traffic Markers (1/2" Round Ceramic Buttons)	Ea	12.00	2,350	28,200.00
	Complete in Place, for the Sum of				
	two Dollars and				
	ninety-six Cents per unit				

BELTLINE ROAD
PAVEMENT REHABILITATION
MARSH LANE TO DALLAS NORTH TOLLWAY

ITEM NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
13	Thermoplastic ReflectORIZED Stop Bars (24" Wide)	LF	15.30	1755	26,737.50
	Complete in Place, for the Sum of				
	_____ <u>five</u> Dollars and				
	_____ <u>thirty</u> Cents per unit				
14	Painted ReflectORIZED Crosswalks (6" Wide)	LF	1.70	2160	3,672.00
	Complete in Place, for the Sum of				
	_____ <u>one</u> Dollars and				
	_____ <u>twenty</u> Cents per unit				
15	Thermoplastic ReflectORIZED Bumpy Tracks (6" Wide)	LF	2.60	1120	2,912.00
	Complete in Place, for the Sum of				
	_____ <u>two</u> Dollars and				
	_____ <u>forty</u> Cents per unit				
16	Thermoplastic ReflectORIZED Words/Symbols	EA	175.00	31	5,425.00
	Complete in Place, for the Sum of				
	_____ <u>one hundred seventy-five</u> Dollars and				
	_____ <u>no</u> Cents per unit				
17	Thermoplastic ReflectORIZED Right Turn Arrows	EA	85.00	56	4,780.00
	Complete in Place, for the Sum of				
	_____ <u>- eighty-nine</u> Dollars and				
	_____ <u>no</u> Cents per unit				
18	Thermoplastic ReflectORIZED Right Turn Arrows	EA	85.00	16	1,360.00
	Complete in Place, for the Sum of				
	_____ <u>eighty-nine</u> Dollars and				
	_____ <u>no</u> Cents per unit				

BELTLINE ROAD
PAVEMENT REHABILITATION
MARSH LANE TO DALLAS NORTH TOLLWAY

ITEM NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
19	Thermoplastic ReflectORIZED Straight Arrows	EA	89.00	10	890.00
	Complete in Place, for the Sum of <u>eighty-nine</u> Dollars and <u>no</u> Cents per unit				
20	Thermoplastic ReflectORIZED Combined Right	EA	150.00	10	1500.00
	Complete in Place, for the Sum of <u>one hundred fifty</u> Dollars and <u>no</u> Cents per unit				
21	Pavement Marking Contingency	LS	4,000.00	1	4,000.00
	Complete in Place, for the Sum of <u>four thousand</u> Dollars and <u>no</u> Cents per unit				
22	Railroad Coordination	LS	6,000.00	1	6,000.00
	Complete in Place, for the Sum of <u>six thousand</u> Dollars and <u>no</u> Cents per unit				

TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, ITEMS 1 THROUGH 22, INCLUSIVE

\$ 888,010.50

WRITTEN IN WORDS:

eight hundred eighty-eight thousand ten dollars and
fifty cents.

NOTES:

1. All items, labor, materials, equipment, facilities, incidentals, and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid for the construction of the project.
2. Prices must be shown in words and figures for each item listed in this proposal. In the event of discrepancy, the words shall control.
3. It is understood the the Bid Security shall be collected and retained by the Owner as liquidated damages in the event a contract is made by the Owner based on this proposal within ninety (90) calendar days after receiving bids and the undersigned fails to execute the contract and required bonds within two (2) days from the date the Contractor is notified and has received the conformed documents. After this period, if the contract has been executed and the required bonds have been submitted, the said Bid Security shall be returned to the undersigned upon demand.

Bidder's Tax I.D. No. or Employer No.:

75-2846900

(g) Placing. The asphaltic mixture shall be placed on the approved base course with the previously specified spreading and finishing machine in such manner that, when properly compacted, the finished course shall comply with the maximum thickness requirements, be smooth and of uniform density, and meet the requirements of the typical cross sections and the surface test. During the placing and spreading of the asphaltic material, care shall be taken to prevent the spilling of the material onto adjacent pavement, gutters or structures.

In small areas, which are inaccessible to the spreading and finishing machine, hand spreading may be authorized by the OWNER, provided an acceptable surface can be obtained.

(h) Compaction. Rolling with the 3-wheel and tandem roller shall start longitudinally at the sides and proceed toward the center of the surface course, overlapping on successive trips by at least half the width of the rear wheels. Alternate trips of the roller shall be slightly different in length. Rolling with the pneumatic tire roller shall be done as directed by the OWNER. Rolling shall continue until no further compression can be obtained and all roller marks are eliminated. The motion of the rollers shall be slow enough at all times to avoid displacement of the asphaltic surface material. If displacement should occur, it shall be corrected at once by the use of rakes and fresh asphaltic mixtures where required. The roller shall not be allowed to stand on the surface course when it has not been fully compacted and allowed to cool. To prevent adhesion of the surface course to the roller, the wheels shall be kept thoroughly moistened with water, but an excess of water shall not be permitted. All rollers must be in good mechanical condition. All necessary precautions shall be taken to prevent the dripping of gasoline, oil, grease or other foreign matter on the surface course while the rollers are in motion or when standing. In areas where the surface course cannot be compacted with the rollers, hand tamps, lightly oiled, shall be used to secure the required compaction.

With approval by the OWNER, the vibratory steel wheel roller may be substituted for the 3-wheel roller and tandem roller. Each course, after final compaction, shall have a density of not less than 95 percent of the density developed in the laboratory test method outlined in Texas State Department of Highways and Public Transportation Bulletin C-14.

(i) Surface Tests. The finished surface of the pavement after compression shall be smooth and true to the established line, grade and cross section. When tested with a 16 ft. (5 m) straightedge placed parallel to the centerline of the roadway, the finished surface shall have no deviation in excess of $\frac{1}{16}$ in per foot (5 mm per m) from the nearest point of contact. The maximum ordinate measured from the face of the straightedge shall not exceed $\frac{1}{4}$ in. (6 mm) at any point. Any point in the pavement surface not meeting these requirements shall be immediately corrected.

(j) Pavement Thickness Test. Upon completion of the work and before final acceptance and final payment shall be made, pavement thickness test shall be made by the OWNER or his authorized representative unless otherwise specified in the special provisions or in the plans. The number and location of tests shall be at the discretion of the OWNER. The cost for the initial pavement thickness test shall be at the expense of the OWNER. In the event a deficiency in thickness of pavement is revealed during normal testing operations, subsequent tests necessary to isolate the deficiency shall be at the CONTRACTOR'S expense. The cost for the additional coring test shall be at the same rate charged by commercial laboratories.

5.7.5. MEASUREMENT AND PAYMENT

Prime coat and tack coat shall not be measured for direct payment but shall be considered as subsidiary work pertaining to the placing of asphaltic mixtures of the type specified.

Hot-mix asphaltic concrete material shall be measured by the ton complete in place, of 2,000 lb. (900 kg), computed at 110 lb./S.Y. per inch or by the square yard (m^2) of the type or types used in the completed and accepted work. Weight shall be determined by a certified scale approved by the OWNER and recorded on serially numbered weight tickets, identifying the vehicle and presented to the OWNER'S representative on the job. Work performed and

GENERAL NOTES:

CONTRACTOR SHALL PREPARE AND IMPLEMENT A TRAFFIC CONTROL PLAN FOR ALL WORK WITHIN STREET RIGHT-OF-WAY. TRAFFIC CONTROL PLAN SHALL CONFORM TO THE TEXAS MANUAL ON URBAN TRAFFIC CONTROL DEVICES. CONTRACTOR AT ALL TIMES SHALL PROVIDE BARRICADES, WARNING SIGNS, FLASHERS AND LIGHTING ADEQUATE TO SAFEGUARD THE PUBLIC FROM ANY HAZARDS.

ANY STREET RIGHT-OF-WAY OR OTHER PROPERTY DAMAGED BY THE CONTRACTOR OR HIS SUBCONTRACTOR SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AT NO ADDITIONAL COST TO THE CONTRACTOR.

ALL ADJACENT PROPERTY DAMAGE BY THE PROPOSED CONSTRUCTION SHALL BE RESTORED TO FORM, OR BETTER CONDITION THAN WHICH IT WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN HERE-ON.

CONTRACTOR SHALL EMPLOY A QUALIFIED ENGLISH SPEAKING PROJECT MANAGER WHO WILL BE RESPONSIBLE FOR DIRECTING ALL WORK CREWS. PROJECT MANAGER SHALL REMAIN ON THE JOB AT ALL TIMES, IN ORDER TO SUPERVISE THE WORK OF ALL SUB-CONTRACTORS, AS WELL AS THE CONTRACTOR'S OWN WORK CREWS.

CONTRACTOR SHALL REMOVE ALL SIGNS, BARRICADES, TRUCKS, ETC., FROM THE SITE AND DISPOSE OF IT LOCALLY OFFSITE. REMOVE ALL EQUIPMENT AT THE COMPLETION OF EACH DAY'S WORK. ALL WORK AREAS SHALL BE CLEANED UP AT THE COMPLETION OF EACH DAY'S WORK.

TRAFFIC AND ACCESS CONTROL:

THE CONTRACTOR, AT ALL TIMES, SHALL PROVIDE BARRICADES, WARNING SIGNS, FLASHERS AND LIGHTING ADEQUATE TO SAFEGUARD THE PUBLIC FROM ANY HAZARDS.

THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES, AT LEAST ONE LANE OF TRAFFIC OPEN IN EACH DIRECTION TO MAINTAIN LOCAL TRAFFIC FLOW.

THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESS LOCATIONS AT ALL TIMES DURING THE CONSTRUCTION. OWNER OR OPERATORS OF BUSINESS LOCATIONS WILL BE ALLOWED ON A LIMITED TIME BASIS SUBJECT TO APPROVAL OF THE OWNER AND ENGINEER.

THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL CROSS STREETS, CORNERS OF CROSS STREETS DUE TO CONSTRUCTION OPERATIONS WILL BE ALLOWED ON A LIMITED TIME BASIS SUBJECT TO APPROVAL OF THE OWNER AND ENGINEER.

RAISED TRAFFIC MARKERS:

CONTRACTOR TO REMOVE AND REPLACE ALL RAISED TRAFFIC MARKERS ON THIS PROJECT. REMOVE EXISTING RAISED TRAFFIC MARKERS IN ACCORDANCE WITH TROT STANDARD SPECIFICATION ITEM 817 OR LATEST REVISION. COST OF REMOVAL IS SUBSIDIARY TO CONSTRUCTION.

REMOVE EXISTING RAISED TRAFFIC MARKER LOCATIONS WITH ENGINEER PRIOR TO REMOVAL, UNLESS OTHERWISE DIRECTED BY ENGINEER. PROVIDE NEW RAISED TRAFFIC MARKERS TO MAINTAIN PREVIOUSLY REMOVED RAISED TRAFFIC MARKERS.

PREPARE PAYMENT SURFACE FOR NEW RAISED TRAFFIC MARKERS IN ACCORDANCE WITH TROT STANDARD SPECIFICATION ITEM 819 OR LATEST REVISION. COST IS SUBSIDIARY TO CONSTRUCTION.

CONTRACTOR TO USE NEW RAISED TRAFFIC MARKER PATTERN, SEE DETAIL ON PAGE 3 OF THIS SET OF PLANS. INSTALL RAISED TRAFFIC MARKERS IN ACCORDANCE WITH TROT SPECIFICATION ITEM 812 OR LATEST REVISION. INSTALL RAISED TRAFFIC MARKERS USING TRAFFIC MARKER ADHESIVE.

NON-REFLECTORIZED MARKER: 4" ROUND CERAMIC WHITE.

REFLECTORIZED MARKER: 4"x4"x1/2" WHITE WITH ONE SIDE REFLECTIVE.

TRAFFIC MARKER ADHESIVE: BITUMINOUS ADHESIVE RESINUS TROOP MATERIAL SPECIFICATION 005-9100.

PAVEMENT MARKINGS:

CONTRACTOR TO REMOVE AND REPLACE PAVEMENT MARKINGS ON THE PROJECT. REMOVE EXISTING PAVEMENT MARKINGS IN ACCORDANCE WITH TROT STANDARD SPECIFICATION ITEM 817 OR LATEST REVISION. COST IS SUBSIDIARY TO CONSTRUCTION.

REMOVE EXISTING PAVEMENT MARKING LOCATIONS WITH OWNER AND ENGINEER PRIOR TO REMOVAL. PROVIDE NEW PAVEMENT MARKINGS TO MATCH PREVIOUSLY REMOVED PAVEMENT MARKER LOCATIONS UNLESS OTHERWISE DIRECTED BY OWNER AND ENGINEER.

PREPARE PAYMENT SURFACE FOR NEW PAVEMENT MARKINGS IN ACCORDANCE WITH TROT STANDARD SPECIFICATION ITEM 819 OR LATEST REVISION. COST IS SUBSIDIARY TO CONSTRUCTION.

INSTALL PAVEMENT MARKINGS IN ACCORDANCE WITH TROT STANDARD SPECIFICATION ITEM 809 OR LATEST REVISION.

PAVEMENT MARKINGS: CROSSWALK DELINEATIONS, STOP BAR, AND TRAFFIC STRIPES SHALL BE THERMOPLASTIC MATERIAL MEETING TROT MATERIALS SPECIFICATION 008-9120.

CONTRACTOR SHALL USE ITEM 20 - PAVEMENT MARKING CONTINGENCY FOR REPLACEMENT AND MAINTENANCE OF ALL EXISTING TRAFFIC MARKERS/BUTTONS AND STRIPES REMOVED ON SIDE STREETS AND DRIVES.

TEMPORARY PAVEMENT MARKINGS:

WHEN EXISTING PAVEMENT MARKINGS ARE REMOVED FOR CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TEMPORARY PAVEMENT MARKINGS AT THE END OF EACH NIGHT'S WORK BEFORE OPENING THE STREET TO MAINTAIN TRAFFIC. COST IS SUBSIDIARY TO BID ITEM FOR TRAFFIC CONTROL.

CONTRACTOR TO PROVIDE TEMPORARY MARKINGS IN ACCORDANCE WITH THE REQUIREMENTS OF ITEM 812 OF THE TROT STANDARD SPECIFICATIONS.

CONSTRUCTION PHASING:

1. THE CONTRACTOR SHALL SUBMIT AN ASPHALT PAVING PLAN TO THE ENGINEER FOR APPROVAL, SCHEDULE EACH DAY'S WORK TO COMPLETE ASPHALT PAVING TO LIMITS OF PAVEMENT WEDGE BELLING OR INTERSECTION BELLING FOR THAT DAY, OR PROVIDE TEMPORARY ASPHALT FILL AT PAYMENT WEDGE BELLING OR INTERSECTION BELLING AND EDGE, NOT LATER, BUT JOINT OR WEDGE BELLED EDGE WILL NOT HAVE A STANDED EDGE AND WILL BE FILLED WITH A TEMPORARY ASPHALT FILL. TEMPORARY ASPHALT FILL WILL BE USED EITHER AS A PAVEMENT JOINT OR COOLD MIX, NO BELLED CORNER WILL BE USED FOR THE TEMPORARY FILL. ALL HOPE LANE BELLED SURFACES WILL BE COVERED AT THE END OF EACH DAY'S WORK. THE COST OF TEMPORARY FILL IS SUBSIDIARY TO CONSTRUCTION.

2. SIGN, BARRICADES, FLASHERS AND WARNING DEVICES, AS NECESSARY FOR CONSTRUCTION, SHALL CONFORM TO THE TEXAS MANUAL ON URBAN TRAFFIC CONTROL DEVICES.

3. CONSTRUCTION SHOULD BE IN ACCORDANCE WITH ALL TOWN OF ADDISON CONSTRUCTION SPECIFICATIONS, THE THIRD EDITION OF THE NATIONAL STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, AND AS DESCRIBED IN THE SPECIFICATIONS.

4. THE CONTRACTOR SHALL KEEP OPEN ALONG ENTIRE PROJECT, THE SAME TRAFFIC LANE 50 AS TO MAINTAIN TRAFFIC CONTROL AND PREVENT OBSTRUCTION TO TRAFFIC.

5. LIMIT COMPLETE ACCESS TO BUSINESS LIMITED TO AFTER HOURS OF OPERATION. SPECIAL WORK ALONG OTHER BUSINESS LOCATIONS TO MAINTAIN ACCESS TO CURB THERMOPLASTIC, PROVIDE ADDITIONAL FLASHERS AS NECESSARY.

6. CONSTRUCTION SIGNS SHALL BE REMOVED UPON COMPLETION OF THE WORK. INDIVIDUAL MARKING SIGNS SHALL BE REMOVED, TURNED AWAY FROM THE VIEW OF TRAFFIC, OR RELOCATED TO THE VIEW OF TRAFFIC FROM THE VIEW OF TRAFFIC. SIGN WARDING HAS CEASED TO EXIST. THESE SIGN REMOVALS WILL BE PERFORMED BY THE CONTRACTOR AT HIS OWNERS RISK. TURNED INTO VIEW OR UNCOVERED WHEN THE SITUATION AGAIN BECOMES A POTENTIAL DANGER.

7. MAINTAIN POSITIVE DRAINAGE. CONTRACTOR WILL PHASE CONSTRUCTION IN SUCH A WAY THAT WILL NOT POOD WATER.

SUMMARY OF QUANTITIES

NO.	DESCRIPTION	QUANTITY	UNIT
1	REMOVE AND REPLACE 6" THICK REINFORCED CONCRETE PAVEMENT	32	S.Y.
2	HOT MIX ASPHALT, TYPE 02, 1 1/2" TO 2 1/2"	80,300	S.Y.
3	PRIME COAT	8,100	GA.
4	PAVEMENT WEDGE BELLING OF BELLED CURB	20,100	L.F.
5	PAVEMENT WEDGE BELLING OF HOPE LANE	18,300	L.F.
6	PAVEMENT BUTT JOINT AND INTERSECTION BELLING	8,650	S.Y.
7	REINFORCED HIGH DENSITY STRESS RELIEF INTER-LAYER	55,850	L.F.
8	ADJUST VALVE BOXES	55	EA.
9	ADJUST VALVE BOXES	64	EA.
10	TRAFFIC CONTROL	1	L.S.
11	TRAFFIC MARKERS 14" ROUND CERAMIC REFLECTORIZED	930	EA.
12	TRAFFIC MARKERS 14" ROUND CERAMIC BULBOUTS	7,830	EA.
13	TRAFFIC MARKERS REFLECTORIZED STOP BAR, 62" WIDE	1,755	L.F.
14	PAINTED REFLECTORIZED CROSSWALKS 8" WIDE	2,480	L.F.
15	TEMPOROPLASTIC REFLECTORIZED PAPER STRIPS 16" WIDE	132	L.S.
16	TEMPOROPLASTIC REFLECTORIZED LEFT TURN ARROWS	31	EA.
17	TEMPOROPLASTIC REFLECTORIZED LEFT TURN ARROWS	38	EA.
18	TEMPOROPLASTIC REFLECTORIZED STRAIGHT ARROWS	14	EA.
19	TEMPOROPLASTIC REFLECTORIZED STRAIGHT ARROWS	3	EA.
20	TEMPOROPLASTIC REFLECTORIZED COMBINED RIGHT	0	EA.
21	PAVEMENT MARKING CONTINGENCY	1	L.S.
22	RAILROAD COORDINATION	1	L.S.

PAVEMENT REPAIR:

1. THE CONTRACTOR SHALL REPAIR PAVEMENT AREAS AHEAD OF PAVEMENT BELLING AND ASPHALT PAVING.

2. PAVEMENT REPAIR AND REINFORCEMENT SHALL BE PAID DEPTH, MINIMUM PAVEMENT REMOVAL, SIZE SHALL BE 4X12 TO ALLOW FOR FAVORABLE DOWELS.

3. PROVIDE FULL-DEPTH PAVEMENT REPAIR IN ACCORDANCE WITH THE TOWN OF ADDISON FULL-DEPTH REPAIR OF EXISTING CONCRETE PAVEMENT.

4. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEAVAGES, VALVE BOXES, ETC., MUST BE ADJUSTED TO PROPER LINE AND GRADE BY THE CONTRACTOR AFTER THE PLACING OF PAVEMENT PAVING.

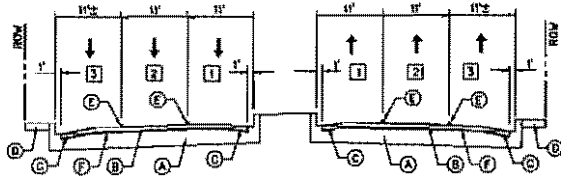


THE SEAL ON THIS DOCUMENT HAS AUTHORITY BY PLANS 02227 OF 23-SEP-2004.

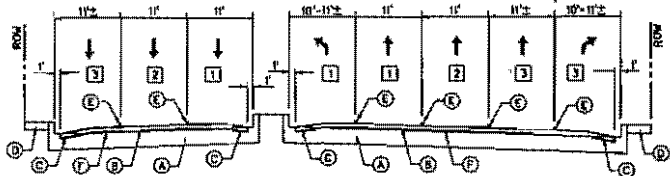
NO.	DATE	REVISION	BY
1	08/11/04	ISSUE FOR BIDDING	ADDISON

ENR
 BELT LIND ROAD
 WASH LAKE TO DALLAS NORTH TALKAY
 GENERAL NOTES
 AND QUANTITIES

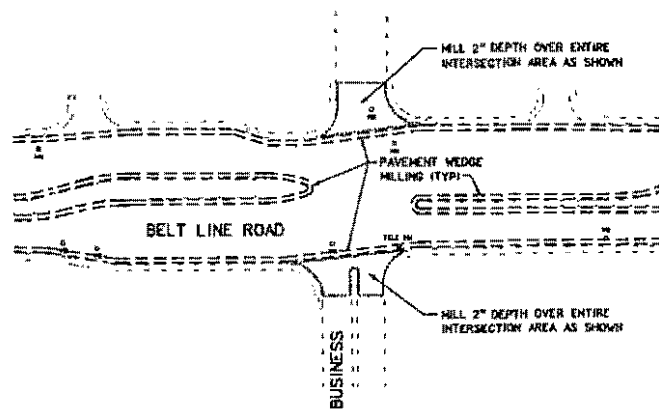
DATE	BY	DATE	BY
08/11/04	ADDISON	08/11/04	ADDISON



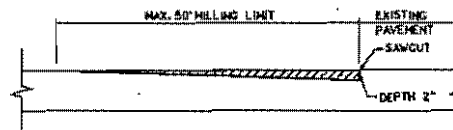
TYPICAL SECTION AT MIDBLOCK
NTS



TYPICAL SECTION AT INTERSECTION
NTS



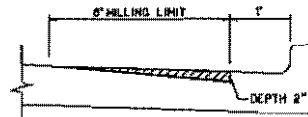
TYPICAL SECTION - PAVEMENT MILLING THROUGH INTERSECTION
NTS



NOTE:
COST FOR SAWCUT FOR BUTT JOINT IS
SUBSIDIARY TO PAVEMENT MILLING.

BUTT JOINT PAVEMENT MILLING

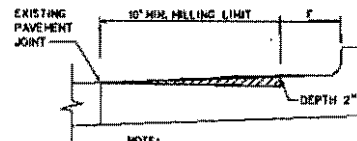
VARIABLE DEPTH 0" TO 2"
NTS



NOTE:
USE FOR OUTSIDE TRAVEL LANES.

6" WEDGE MILLING

VARIABLE DEPTH 0" TO 2"
NTS



NOTE:
USE FOR INTERNAL TRAVEL LANES,
LEFT TURN LANES, USE FOR RIGHT
TURN LANES AT STA 96+00 TO
MAINTAIN POSITIVE DRAINAGE.

10" WEDGE MILLING

VARIABLE DEPTH 0" TO 2"
NTS

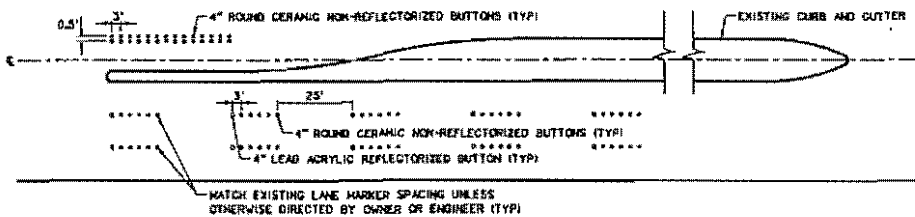
LEGEND:

- (A) EXISTING PORTLAND CEMENT CONCRETE PAVEMENT
- (B) 2" THICK ASPHALTIC CEMENT CONCRETE PAVEMENT, TYPE D
- (C) PAVEMENT PLANING, VARIABLE DEPTH
- (D) EXISTING SIDEWALK
- (E) PAVEMENT MARKING
- (F) PRIME COAT

CONSTRUCTION PHASING INDEX*

- (1) INTERIOR TRAVEL LANE AND LEFT TURN LANES
- (2) MIDDLE TRAVEL LANES
- (3) OUTSIDE TRAVEL LANE AND RIGHT TURN LANES

*SEE SPECIFICATIONS FOR NIGHT CONSTRUCTION HOURS OF OPERATION FOR EACH LANE.



Traffic Buttons/Markers
NTS



THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY
MIKE SCOTT FORAKIS, P.E. # 87323 ON
23-SEP-2004

DATE	REVISION	APPVAL
11/27/04	ADDendum NO. 1	USP
DATE	REVISION	APPVAL
HNTB CONSULTANTS ENGINEERS PLANNERS 7010 CLAYTON		
BELT LINE ROAD		
MARSH LANE TO DALLAS NORTH TOLLWAY		
TYPICAL SECTIONS AND DETAILS		
TOWN OF ADDISON, TEXAS		
Design	Drawn	Scale
Check	Issue	Sheet
DATE	DATE	NO.
11/27/04	11/27/04	4011
3	3	3

**BELT LINE ROAD PAVEMENT REHABILITATION
MARSH LANE TO DALLAS NORTH TOLLWAY**

ADDENDUM NO. 1

September 23, 2004

To: All Bidders

This addendum becomes a part of the "Belt Line Road Pavement Rehabilitation – Marsh Lane to Dallas North Tollway" plans and specifications. Page PF-2 of the contract documents must be filled out by the bidder acknowledging the receipt of this addendum. **Bids will not be accepted if the above instructions are not followed.**

All provisions of the original "Belt Line Road Pavement Rehabilitation – Marsh Lane to Dallas North Tollway" plans and specifications shall remain in full force and effect, except as modified by this addendum No. 1. This Addendum is two (2) pages, with nine (9) pages attached and two (2) plan sheets attached for a total of thirteen (13).

MODIFICATIONS TO THE PLANS & SPECIFICATIONS:

Note: The word "sheet" in this addendum refers to the construction plans. The word "page" in this addendum refers to the construction specifications.

1. **Section PF – Proposal Form:** Remove Section PF – Proposal Form (Pages PF-1 through PF-8) in its entirety and replace with Section PF – Proposal Form (Pages PF-1 Rev. 1 through PF-8 Rev.1) provided with this addendum.
2. **Section SP - Special Provision:** Under Section 47. GENERAL SEQUENCE OF CONSTRUCTION add the following after the first paragraph: "As stated above, the Contractor will have his equipment off the project site and the surface ready for traffic on all lanes. ~~For every 15 minute increment or portion thereof beyond~~ 6:00 a.m. and 11:00 a.m. that the Contractor does not have the project ready for traffic on all lanes, the Contractor will be charged \$1,500/15-minute increment or portion thereof until the surface is ready for traffic on all lanes. Time determination for the surface being ready for traffic on all lanes will be made by the Engineer."
3. **Special Provision 001 – Hot Mix Asphalt, Type D, 2" Min. (Pg 76-22):** Under Section 340.4.J. Ride Quality, change the NCTCOG Standard Specification reference from 302.9.6.8 to 5.7.4.i. A copy of NCTCOG Standard Specification 5.7.4.i is provided with this addendum.
4. **Special Provision 004 – Adjust Manhole Casting and Valve Boxes:** Add the following statement to the end of the first paragraph: ~~Adjust manhole casting and valve boxes to final grade prior to placement of asphalt overlay.~~

5. **Sheet 2 General Notes and Quantities:** Updated summary of quantity table to include an additional pavement wedge milling item. Replace the existing sheet 2 with the new sheet 2 Rev. 1 provided with this addendum.
6. **Sheet 2, General Notes and Quantities:** Under "Construction Phasing", Note 1, add the following sentences: "Any lateral Butt Joint or Wedge Milled edge will not have a standing edge and will be filled with a temporary asphalt fillet. Temporary asphalt fillets will be either a paper joint with asphalt or cold mix. No milled concrete will be used for the temporary fillet. All main lane milled surfaces will be covered at the end of each day's work." Replace the existing sheet 2 with the new sheet 2 Rev. 1 provided with this addendum.
7. **Sheet 2, General Notes and Quantities:** Under "Construction Phasing", add Note 7 as follows: "7. Maintain positive drainage. Contractor will phase construction in such a way that will not pond water." Replace the existing sheet 2 with the new sheet 2 Rev. 1 provided with this addendum.

Items of Clarification:

1. Pavement Milling Disposal Location: The Contractor at their option can dispose of millings at the Arapaho Road Construction site. Arapaho Road is located to the north of Belt Line Road. Arapaho Road from Surveyor Boulevard to Addison Road is currently under construction. Archer-Western is the contractor for the Arapaho Road project. Don Good (972-361-0062) is the contact for Archer-Western. The Belt Line Road Contractor will need to contact and coordinate milling stockpile location(s) with Archer-Western. The Belt Line Road Contractor responsible for shaping and maintaining milling stockpile(s).

END OF ADDENDUM

British American Insurance Company

P.O. BOX 1590 / 3535 TRAVIS STREET, SUITE 300 / DALLAS, TEXAS 75221 / (214) 559-4887 / 1-800-964-4242

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we AUSTIN BRIDGE & ROAD, LP, as Principal, (hereinafter called Principal), and BRITISH AMERICAN INSURANCE COMPANY, of the City of Dallas, Texas, a corporation duly organized under the laws of the State of Texas, as Surety, (hereinafter called Surety), are held and firmly bound unto City of Addison, as Obligee, (hereinafter called Obligee), in the sum of Five Percent (5%) of the Greatest Amount Bid DOLLARS (\$***** 5% of GAB***) for the payment of which sum, well and truly to be made, the Principal and Surety, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid, dated September 28th, 2004 for:

"ASPHALT MILLING & OVERLAY PROJECT
AUSTIN JOB #N04194
ADDISON, TEXAS"

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such Contract, or in the event of the failure of the Principal to enter into such Contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the later amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of September, 2004.

AUSTIN BRIDGE & ROAD, LP

Principal

By: 

Jerry Barnes
Vice President

BRITISH AMERICAN INSURANCE COMPANY

Surety

(Seal)

By: 

Daniel T. Howard, Attorney-in-Fact

Bond Number: H-5517

BB9901 (10/99)

KNOW ALL PERSONS BY THESE PRESENTS:

That BRITISH AMERICAN INSURANCE COMPANY, a Texas corporation, does hereby appoint:

-- Paul W. Hill, J.E. Schranz, Daniel T. Howard, Dawn Knight, Tegist Jankowiak: of Dallas, Texas --

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizance and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the company thereby.

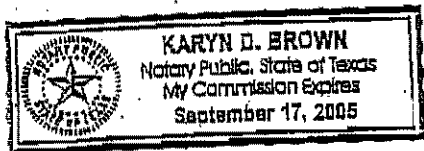
IN WITNESS WHEREOF, British American Insurance Company has executed these presents

this 5th day of May, 2003.


Paul W. Hill, President.

STATE OF TEXAS §
COUNTY OF DALLAS §

On this 5th day of May, 2003, before me came the above named officer of British American Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of his office.




Notary Public in and For the State of Texas

CERTIFICATE

The appointment is made under the authority of the following resolution, adopted by the Executive Committee of the Board of Directors of British American Insurance Company at a meeting held on the 25th of March, 1980.

"RESOLVED, that the President shall be and is hereby vested with the full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

1. Attorney-in-Fact may be given full power and authority as outlined in the Power of Attorney for and in the name of and on behalf of the Company to execute, acknowledge and deliver fidelity and surety bonds and other bonds, consents of surety, consents to modifications of surety contracts as may be required in the ordinary course of business, all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

2. The facsimile signatures of the officers and the seal of the Company shall be valid and binding upon the Company in the execution, attestation and sealing of any instrument appointing an Attorney-in-Fact."

I, Dawn Knight, Assistant Secretary of British American Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company, which is still in force and effect; and, furthermore, the resolution of the Executive Committee of the Board of Directors, as set forth in the Power of Attorney, is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the corporation

this 28TH day of September, 2004


Dawn Knight, Assistant Secretary

BRITISH AMERICAN INSURANCE COMPANY

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact British American Insurance Company for information or to make a complaint at:

British American Insurance Company
Attn: Daniel T. Howard
3535 Travis Street, Suite 300
Dallas, Texas 75204

(214) 559-4887
(214) 443-5624 (Fax)

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

**POLICYHOLDER DISCLOSURE NOTICE
TERRORISM RISK INSURANCE ACT OF 2002**

You are hereby notified that pursuant to the Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, we are making available to you coverage for losses arising out of certain acts of international terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals acting on behalf of any foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage for acts of terrorism is already included in the captioned Surety Bond.

You should know that, effective November 26, 2002, any losses caused by acts of terrorism covered by your Surety Bond will be partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States of America pays 90% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. The portion of your premium that is attributable to coverage for such acts of terrorism is zero, because we could not distinguish (and separately charge for) acts of terrorism from the other causes of loss when we calculated your premium.

If you have any questions about this notice, please contact your agent or broker.

British American Insurance Company
P.O. Box 1590, Dallas, Texas 75221

COPY

SECTION PF
PROPOSAL FORM

SEPT - 28 , 2004

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

Gentlemen:

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

Signed By: J. Ben, C.

ACKNOWLEDGEMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 Dated: 9/23/04

Addendum No. 2 Dated: _____

Addendum No. 3 Dated: _____

Addendum No. 4 Dated: _____

Addendum No. 5 Dated: _____

Addendum No. 6 Dated: _____

PROPOSAL FORM

Place _____

Date SEPT. 28 2004

Proposal of _____

a Corporation

organized and existing under the laws of the State of _____

OR

Proposal of PEACHTREE CONSTRUCTION, LTD.

a partnership consisting of PEACHTREE CONSTRUCTION, LTD.

and BY: PEACHTREE INTERNATIONAL, LLC, GENERAL PARTNER

OR

Proposal of _____

an individual trading as _____

OR

Proposal of _____

a Joint Venture consisting of _____

and _____

TO: Town of Addison, Texas

Sealed bids addressed to the Town of Addison, Texas, for the Construction of Paving for BELT LINE ROAD PAVEMENT REHABILITATION FROM MARSH LANE TO THE DALLAS NORTH TOLLWAY for the Town of Addison, Texas, hereinafter called "Town", in accordance with the plans, specifications and contract documents prepared by HNTB Corporation, will be received at the office of Ms. Minok Suh, Purchasing Coordinator, Finance Building, 5350 Belt Line Road, Addison, Texas until **2:00 p.m. on Tuesday, the 28th day of September, 2004**. Bids received by the appointed time will be opened and read aloud. Any bids received after stated time will be returned unopened.

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

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

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

PEACHTREE CONSTRUCTION, LTD.

Name of Bidder

By: J. Barry Clark
(Signature)

J. BARRY CLARK

PRESIDENT

(Print Name and Title)

Witness: David [Signature]
(Signature)

5801 PARK VISTA CIR.

KELLER, TX 76248

(Office Address of Bidder)

Bidder's Tax ID. No. or Employer No. 75-2654560

SEAL (If Bidder is a Corporation)

NOTES: Sign in ink. Do not detach.

**BELTLINE ROAD
PAVEMENT REHABILITATION
MARSH LANE TO DALLAS NORTH TOLLWAY**

ITEM NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
1	Remove and Replace 8" Thick Reinf. Conc. Pavement	SY		35	
	Complete in Place, for the Sum of				
	<u>FOUR HUNDRED</u> Dollars and				
	<u>NO</u> Cents per unit		400 ⁰⁰		14,000.00
2	Hot Mix Asphalt, Type D, 2" (PG-76-22)	SY		100,300	
	Complete in Place, for the Sum of				
	<u>SEVEN</u> Dollars and				
	<u>EIGHTY</u> Cents per unit		7 ⁸⁰		782,340.00
3	Prime Coat	Gal.		8,100	
	Complete in Place, for the Sum of				
	<u>ONE</u> Dollars and				
	<u>THIRTY</u> Cents per unit		1 ³⁰		10,530.00
4	Pavement Wedge Milling (6" Milling Limit)	LF		20,100	
	Complete in Place, for the Sum of				
	<u>TWO</u> Dollars and				
	<u>NO</u> Cents per unit		2 ⁰⁰		40,200.00
5	Pavement Wedge Milling (10" min. Milling Limit)	LF		18,300	
	Complete in Place, for the Sum of				
	<u>THREE</u> Dollars and				
	<u>NO</u> Cents per unit		3 ⁰⁰		54,900.00
6	Pavement Butt Joint and Intersection Milling	SY		6,600	
	Complete in Place, for the Sum of				
	<u>EIGHT</u> Dollars and				
	<u>NO</u> Cents per unit		8 ⁰⁰		52,800.00

BELTLINE ROAD
PAVEMENT REHABILITATION
MARSH LANE TO DALLAS NORTH TOLLWAY

ITEM NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
7	Reinforced High Density Stress Relief Interlayer	LF		59,250	
	Complete in Place, for the Sum of				
	<u>THREE</u> Dollars and				
	<u>NO</u> Cents per unit		3 ⁰⁰		177,750.00
8	Adjust Manhole Castings	Ea.		15	
	Complete in Place, for the Sum of				
	<u>TWO HUNDRED</u> Dollars and				
	<u>NO</u> Cents per unit		200 ⁰⁰		3,000.00
9	Adjust Valve Boxes	Ea.		64	
	Complete in Place, for the Sum of				
	<u>ONE HUNDRED TWENTY</u> Dollars and				
	<u>NO</u> Cents per unit		120 ⁰⁰		7,680.00
10	Traffic Control	LS		1	
	Complete in Place, for the Sum of				
	<u>SEVENTY-FIVE THOUSAND</u> Dollars and				
	<u>NO</u> Cents per unit		75,000 ⁰⁰		75,000.00
11	Traffic Markers (4" Lead Acrylic ReflectORIZED)	Ea.		950	
	Complete in Place, for the Sum of				
	<u>FOUR</u> Dollars and				
	<u>FIFTY</u> Cents per unit		4 ⁵⁰		4,275.00
12	Traffic Markers (4" Round Ceramic Buttons)	Ea.		7,850	
	Complete in Place, for the Sum of				
	<u>THREE</u> Dollars and				
	<u>TWENTY</u> Cents per unit		3 ²⁰		25,120.00

BELTLINE ROAD
PAVEMENT REHABILITATION
MARSH LANE TO DALLAS NORTH TOLLWAY

ITEM NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
13	Thermoplastic ReflectORIZED Stop Bars (24" Wide)	LF		1,755	
	Complete in Place, for the Sum of <u>EIGHT</u> Dollars and <u>FIFTY</u> Cents per unit		8 ⁵⁰		14,917.50
14	Painted ReflectORIZED Crosswalks (6" Wide)	LF		2,960	
	Complete in Place, for the Sum of <u>ONE</u> Dollars and <u>FORTY</u> Cents per unit		1 ⁴⁰		4,144.00
15	Thermoplastic ReflectORIZED Puppy Tracks (6" Wide)	LF		1,120	
	Complete in Place, for the Sum of <u>TWO</u> Dollars and <u>EIGHTY</u> Cents per unit		2 ⁸⁰		3,136.00
16	Thermoplastic ReflectORIZED Words/Symbols	Ea.		31	
	Complete in Place, for the Sum of <u>THREE HUNDRED & FIFTY</u> Dollars and <u>NO</u> Cents per unit		350 ⁰⁰		10,850.00
17	Thermoplastic ReflectORIZED Left Turn Arrows	Ea.		56	
	Complete in Place, for the Sum of <u>ONE HUNDRED SIX</u> Dollars and <u>106 NO</u> Cents per unit		106 ⁰⁰		5,936.00
18	Thermoplastic ReflectORIZED Right Turn Arrows	Ea.		16	
	Complete in Place, for the Sum of <u>ONE HUNDRED SIX</u> Dollars and <u>NO</u> Cents per unit		106 ⁰⁰		1,696.00

**BELTLINE ROAD
PAVEMENT REHABILITATION
MARSH LANE TO DALLAS NORTH TOLLWAY**

ITEM NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
19	Thermoplastic ReflectORIZED Straight Arrows	Ea		6	
	Complete in Place, for the Sum of <u>ONE HUNDRED SIX</u> Dollars and <u>NO</u> Cents per unit		<u>106⁰⁰</u>		<u>636.00</u>
20	Thermoplastic ReflectORIZED Combined Right	Ea		3	
	Complete in Place, for the Sum of <u>TWO HUNDRED TEN</u> Dollars and <u>NO</u> Cents per unit		<u>210⁰⁰</u>		<u>630.00</u>
21	Pavement Marking Contingency	LS	\$ 4,000.00	1	\$ 4,000.00
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
22	Railroad Coordination	LS		1	
	Complete in Place, for the Sum of <u>FIFTEEN THOUSAND</u> Dollars and <u>NO</u> Cents per unit		<u>15,000⁰⁰</u>		<u>15,000.00</u>

TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, ITEMS 1 THROUGH 22, INCLUSIVE

\$ 1,308,540.50

WRITTEN IN WORDS:

ONE MILLION THREE HUNDRED & EIGHT THOUSAND FIVE
HUNDRED & FORTY & 50/100

NOTES:

- All items, labor, materials, equipment, facilities, incidentals, and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid for the construction of the project.
- Prices must be shown in words and figures for each item listed in this proposal. In the event of discrepancy, the words shall control.
- It is understood that the Bid Security shall be collected and retained by the Owner as liquidated damages in the event a contract is made by the Owner based on this proposal within ninety (90) calendar days after receiving bids and the undersigned fails to execute the contract and required bonds within two (2) days from the date the Contractor is notified and has received the conformed documents. After this period, if the contract has been executed and the required bonds have been submitted, the said Bid Security shall be returned to the undersigned upon demand.

Bidder's Tax I.D. No. or Employer No.:

75-2654560

HP LaserJet 3200se



HP LASERJET 3200

SEP-10-2004 11:34AM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
940	9/10/2004	11:32:44AM	Send	99726615614	1:16	2	OK

TOWN OF

ADDISON

PUBLIC WORKS

To: Jerry Holder

From: Jim Pierce, P.E.

Company: HNTB

Asst. Public Wks. Dir.

Phone: 972/450-2879

FAX #: 972-661-5614

FAX: 972/450-2837

jpierce@ci.addison.tx.us

Date: 9-10-04

16801 Westgrove

P.O. Box 9010

of pages (including cover): 2

Addison, TX 75001-9010

Re: Belt Line

Original in mail

Per your request

FYI

Call me

Comments:

Assuming we are using
COG's General Provisions, 7th Edition
(which we need to do) please make the
attached modifications

I noticed you referred to COG's 4th
Edition in the Technical Section of
the specs which should be OK.

ITEM 1.57. TERMINATION FOR CONVENIENCE OF THE OWNER**1.57.1. NOTICE OF TERMINATION**

The performance of the work under this contract may be terminated by the OWNER in whole or from time to time in part, in accordance with this section, whenever the OWNER shall determine that such termination is in the best interest of the OWNER. Any such termination shall be effected by mailing a notice of termination to the CONTRACTOR specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Receipt of the notice shall be deemed conclusively presumed and established when the letter is placed in the United States Mail by the OWNER. Further, it shall be deemed conclusively presumed and established that such termination is made with just cause as therein stated; and no proof in any claim, demand or suit shall be required of the OWNER regarding such discretionary action. *In case of termination, incentive,*

1.57.2. CONTRACTOR ACTION *disincentive provisions shall not apply.*

After receipt of a notice of termination, and except as otherwise directed by the Engineer, the CONTRACTOR shall:

- (a) stop work under the contract on the date and to the extent specified in the notice of termination;
- (b) place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion the work under the contract as is not terminated;
- (c) terminate all orders and subcontract to the extent that they relate to the performance of work terminated by the notice of termination;
- (d) transfer title to the OWNER and deliver in the manner, at the times, and to the extent, if any, directed by the Engineer:

(1) the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the notice of termination; and

(2) the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the OWNER.

(e) complete performance of such part of the work as shall not have been terminated by the notice of termination; and

(f) take such action as may be necessary, or as the Engineer may direct, for the protection and preservation of the property related to its contract which is in the possession of the CONTRACTOR and in which the OWNER has or may acquire an interest.

At a time not later than 30 days after the termination date specified in the notice of termination, the CONTRACTOR may submit to the Engineer a list, certified as to the quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Engineer. Not later than 15 days thereafter, the OWNER shall accept title to such items and remove them or enter into a storage agreement covering the same, provided that the list submitted shall be subject to verification by the Engineer upon removal of the items, or, if the items are stored, within 45 days from the date of submission of the list, and provided that any necessary adjustments to correct the list as submitted shall be made prior to final settlement.

1.57.3. TERMINATION CLAIM

Within 60 days after notice of termination, the CONTRACTOR shall submit his termination claim to the Engineer in the form and with the certification prescribed by the Engineer. Unless one or more extensions in writing are granted by the Engineer upon request of the CONTRACTOR, made in writing within such 60-day period or authorized extension thereof, any and all such claims shall be conclusively deemed waived.

1.57.4. AMOUNTS

Subject to the provisions of Item 1.57.3., the CONTRACTOR and OWNER may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant hereto, provided that such agreed amount or amounts shall never exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount. No amount shall be due for lost or anticipated profits. Nothing in Item 1.57.5. hereunder, prescribing the amount to be paid to the

Steve Chutchian

From: Minok Suh
Sent: Friday, August 20, 2004 10:21 AM
To: Steve Chutchian; Jenny Nicewander
Cc: Jim Pierce; Mike Murphy; Shanna Sims; Jerry Holder (E-mail)
Subject: Bid 04-33 Resurfacing Belt Line Rd

Steve, here is the updated bid schedule we discussed this morning. I will also notify Carmen, Michele and Gayle of the schedule. Please let me know of any changes to be made. Also can you get me the estimated cost.

Bid No: 04-33
Bid Name: Resurfacing Belt Line Rd

Final Bid documents due to Purchasing - Thursday, September 9

First Ad - Friday, September 10
Second Ad - Friday, September 17

Pre Bid - Tuesday, September 21 @ 2pm (Svc Cntr)
Bid Open - Tuesday, September 28 @ 2pm (Finance)

Recommendation to Town Hall - Monday, October 4
Put on Council Agenda - Tuesday, October 5

Council - Tuesday, October 12
Award Letter and Contractor signs contracts - Tuesday, October 12 (after Council Approves)
Ron Whitehead and Carmen sign contracts - Tues/Weds Oct12/Oct 13.

Pre Construction Meeting - Friday, October 15 @ 2pm (Svc Cntr)
Bonds& Ins due/Will issue proceed letter (effective to start Oct 18)- Friday, October 15

Start Construction - Monday, October 18
End Construction - Friday, November 12

Minok Suh
Purchasing Coordinator
Town of Addison
972-450-7091

AGREEMENT

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

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

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

NOW, THEREFORE, all parties agree as follows:

SECTION 2. SCOPE OF SERVICES

The following Basic and Additional Services, when authorized in writing by a notice-to-proceed, shall be performed by the ENGINEER in accordance with the OWNER's requirements to provide preliminary engineering and design services from the Dallas North Tollway to Marsh Lane along Beltline Road in Addison, Texas.

Project Description

The project limits are from the Dallas North Tollway to Marsh Lane along Beltline Road in the Town of Addison a distance of approximately 2 miles (10,600 feet). The scope of work for this street project has two phases: 1.0 Preliminary Engineering and Design Services and 2.0 Construction Engineering and Inspection. The work consists primarily of pavement rehabilitation through an asphalt overlay, utility structure adjustments and final pavement striping. This work does not include utility relocations or replacements. The scope of work for each phase is discussed below. All design and construction management functions will be performed directly by HNTB Corporation with the exception of construction materials testing and other specialty engineering required in the design and/or construction phases of the project.

1.0 Preliminary Engineering and Design Services Proposal

1.1 PRELIMINARY ENGINEERING PHASE

In this initial phase, the existing pavement conditions will be evaluated and appropriate rehabilitation strategies to obtain a 10 year design life will be recommended. The following tasks will be completed: data collection; field investigation; base map preparation; and a preliminary engineering summary.

Data collection – Engineer will attend one kick-off meeting with Owner's staff. A review of existing records will be made to acquire information on existing pavement structures and utilities. Existing aerial photos and planimetric drawings

of the street will be obtained from the Public Works Department, as well as computer drawing files to aid in development of preliminary plan view drawings of the streets.

Field Investigation – The field investigation will include a visual pavement condition survey, assessment of the number of underground drainage and utility structures requiring adjustment and an inventory of any miscellaneous items which may require reconstruction or adjustment under this contract. The field investigation will also include an assessment of the existing sidewalk ramps and the need for new ramps.

Base Mapping – Utilize existing aerial photos and planimetric drawings of the street, as well as other computer drawing files to develop preliminary plan view drawings of the streets. All drawings will be provided in MicroStation format.

Obtain from the Town and show on the plan view drawings, business names and addresses within the project area.

Preliminary Engineering Summary – The results of the Preliminary Engineering phase will be summarized in a letter report, which will include the design recommendations and opinions of probable construction cost for the project. Coordination with the Owner during development and finalization of rehabilitation designs will ensure concurrence with the recommendations. This would include one meeting to discuss results of work (prior to report preparation) and one meeting to discuss Owner comments after review of report.

1.2 DESIGN SERVICES

Following the Owner's Authorization, this phase includes preparation of contract documents, public information plan, design submittals, and bidding assistance.

Contract Documents – Construction plans, specifications, and other contract documents will be prepared based on Town of Addison and the North Central Texas Council of Governments Standard Specifications for Public Works Projects. The Contract Documents will include the Owner's most recent front-end documents with the relevant project data, applicable Standard Specifications, Special Provisions and Technical Specifications as required for the project. Engineer will coordinate with the Owner on standards currently being developed. Updated standard details and specifications will be incorporated in the bid package as they are available.

The rehabilitation plan will include existing and proposed curb/gutter lines, driveways, sidewalks, at-grade utility structures, existing and proposed pavement markings and abutting property addresses.

The proposed sheet list includes:

1. Cover sheet

2. General notes and legend (2 sheets)
3. Project layout (2 sheets)
4. Typical sections (1 sheets)
5. Rehabilitation plan (12 sheets at 40 scale)
6. Traffic Control Phasing and Details (6 sheets)
7. Striping & Signing (6 sheets)
8. Special Details as required (2 sheets)
9. Standard Details – Roadway, Utility, etc. (3 sheets)

Public Information Meetings – The purpose of the public information process for this project is to insure that the impacted businesses along the project have a basic understanding and awareness of the nature and impacts of this public works project. The Owner will coordinate and distribute the meeting announcements. The Owner will copy and distribute all information. A maximum of two public meetings attended by the Engineer are included.

Design Submittals – A draft (70%) submittal of plans (no contract document or estimate) will be made to the Owner and review comments incorporated prior to the 95% submittal. The 95% submittal will include plans, quantities, contract documents, and opinion of probable construction cost. Comments from the reviews will be incorporated prior to finalizing the construction documents. Two meetings to discuss the 70% and 95% review comments with Owner's staff are included. Written responses to review comments will be provided with each subsequent submittal.

Bidding – This task includes: printing and distribution of construction documents (provide 3 11"x17" paper sets of plans and 3 contract documents to the Town for their records and 20 CD's containing plan and project manual information for distribution to contractors, suppliers and plan rooms); attendance at the Pre-Bid Meeting; preparation of Addenda required to change or clarify the construction documents; tabulating bids; and making a recommendation for award of the contract, attendance at the preconstruction meeting.

2.0 Construction Engineering and Inspection

It is anticipated the Owner will require assistance with construction inspection and management throughout the construction duration. It is understood that the Owner will assist the Engineer with construction inspection activities. The following tasks will be performed by the Engineer:

- Provide input for constructability during the design phase.
- Act as the Owner's representative in coordination with other public and private agencies and utilities affected by or involved with the construction project. Seek solutions for construction conflicts.
- Monitor construction activities for general conformance to the Contract Documents including office/on-site observations. Prepare daily construction inspection reports. Notify the Contractor of deficiencies in the Work and coordinate the resolution of deficient issues.

- Assist in working with the Contractor to address RFI's, shop drawings, and related questions concerning design issues to support timely response and resolution of issues.
- Review requests for alternatives and substitutions from the Contractor and submit them, together with Engineer's recommendations, to Owner for consideration.
- Review and make recommendations on contractor submitted shop drawings and other required submittals.
- Assure motorist and pedestrian access within the project limits as required by contract specification and traffic control plans. Review the construction work zone traffic control for conformance to the traffic control plan. Notify the Contractor of deficiencies in the traffic control and monitor the Contractor's effective response in a timely manner.
- Arrange for review and inspection for specialty construction items.
- Review testing results for conformance to the contract. Coordinate revised means and methods with the Contractor to achieve required test results. Review Contractor submitted results of material testing for conformance to specifications. Monitor off site testing as necessary.
- Prepare change orders for revisions to plan work and/or extra work items added to the Contract. Evaluate any Contractor claims for time extensions.
- Prepare preliminary and final deficiencies lists at intervals during the overall Project duration. Assure the satisfactory resolution of all deficient Work.
- Measure all project pay items and calculate final pay quantities. Present the calculations to the contractor for certification of final payment. Prepare the final documentation for payment and certify the amounts due the Contractor. Review lien waivers as required by specification.
- Assemble supporting documentation and assist the Owner in evaluating monetary claims for damages if submitted by the Contractor.
- Deliver to the Town all relevant construction documentation generated as a result of the project.

SECTION 3. PAYMENT

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

Basis of Compensation

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

Compensation for performing Preliminary Engineering and Design Services shall be as shown in Exhibit A on a Lump Sum amount of \$102,345.27 for the Design Phase.

Compensation shall be as shown in Exhibit A on a Cost Plus to a maximum of \$66,207.46 for the Construction Services Phase.

SECTION 4. RESPONSIBILITIES

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

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

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

SECTION 5. TIME FOR PERFORMANCE

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

The following schedule is proposed to meet the Owner's goals. The schedule is based from the time a notice to proceed is given to start the design work.

Project Kick-off meeting	1 Day
Field Investigation	Week 1
Preliminary Engineering Summary	Week 2
Owner Review & Approval	Week 2
70% Submittal (Plans only)	Week 4
Owner Review	Week 4
95% Submittal (Plans, manual, & estimate)	Week 5
Owner Review	Week 5
100% Submittal (Complete contract documents)	Week 6
Advertising of Construction Project	Week 6
Bidding Review	Week 9
Award of Construction Contract	per Town Council action
Design and Owner Review Total	6 Weeks
<u>Bid Phase Total</u>	<u>3 Weeks</u>
Estimated Design and Bid Phase Total	9 Weeks

The proposed schedule for advertising, pre-bid conference and bid opening as shown above to meet requirements of the Owner is estimated at three weeks.

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

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

SECTION 6. DOCUMENTS

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

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

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

SECTION 7. TERMINATION

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

Should the OWNER require a material modification of this Agreement, and in the event OWNER and ENGINEER fail to agree upon such modification to this Agreement, OWNER shall have the option of terminating this Agreement and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in

accordance with the terms of this Agreement, for the services reasonably determined by OWNER to be properly performed by the ENGINEER prior to such termination date.

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

SECTION 8. INSURANCE

ENGINEER shall provide and maintain Worker's Compensation and Employer's Liability Insurance for the protection of ENGINEER's employees, as required by law. ENGINEER shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including insurance covering the operation of automobiles, trucks and other vehicles) protecting ENGINEER and OWNER against liability from damages because of injuries, including death, suffered by any person or persons other than employees of ENGINEER, and liability for damages to property, arising from or growing out of ENGINEER's operations in connection with the performance of this Agreement.

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

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

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

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

SECTION 9. INDEMNIFICATION FOR INJURY AND PERFORMANCE

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

The ENGINEER hereby agrees to protect, indemnify and hold harmless the OWNER, their officers, agents, servants and employees (hereinafter individually and collectively

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

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

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

SECTION 10. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

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

SECTION 11. INDEMNIFICATION FOR NON-PAYMENT

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

SECTION 12. ASSIGNMENT

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

SECTION 13. APPLICABLE LAWS

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

SECTION 14. DEFAULT OF ENGINEER

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

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

SECTION 15. ADJUSTMENTS IN SERVICES

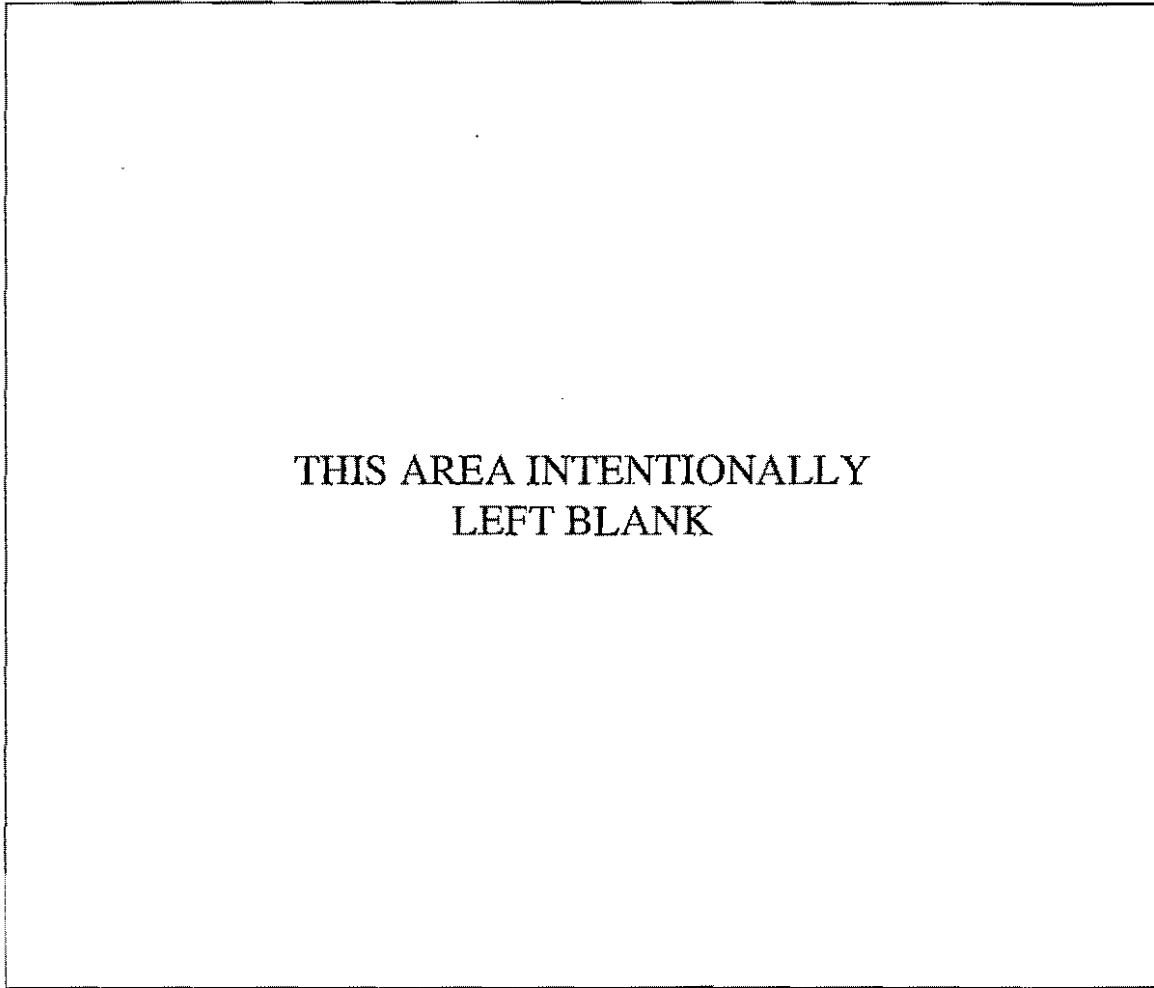
No claims for extra services, additional services or change in the services will be made by ENGINEER without a written agreement with OWNER prior to the performance of such services.

SECTION 16. EXECUTION BECOMES EFFECTIVE

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

SECTION 16-A. VENUE LOCATION

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



SECTION 17. AGREEMENT AMENDMENTS

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

Services not specifically included in this scope of work are considered to be Additional Services and will only be performed through a supplemental agreement to the Contract. These services include, but are not limited to:

1. Preparation or review of environmental assessments, impact statements, and permits; assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact.
2. Services resulting from significant changes in the general scope, extent, or character of the project or scope of work, and revising previously accepted studies, reports, design documents, or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond Engineer's control.
3. Preparing documents for alternate bids requested by Owner for Contractor(s)' work or documents for out-of-sequence work.
4. Furnishing services resulting from the award of more than one prime contract for construction, materials, or equipment.
5. Assistance in connection with bid protests, re-bidding or re-negotiating contracts for construction, materials, equipment, or services.
6. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property; field surveys for construction purposes; engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys. Preparation of temporary and/or permanent easements, right of way acquisition documents, and construction staking.
7. Preparing to serve or serving as an Engineer or witness for Owner in any litigation, arbitration, or other legal or administrative proceeding.
8. Revisions, additions, and changes to design(s) due to citizen advisory or oversight groups following acceptance by the Owner of the 100% level plan and contract documents.
9. Services in connection with work directive changes and change orders to reflect changes requested by Owner.
10. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by Contractor; and services after the award of contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
11. Evaluating an unreasonable or extensive number of claims submitted by Contractor or others.
12. Preparation of Federal Emergency Management Agency submittals, U.S. Army Corps of Engineers Section 404 Permit submittals, and Environmental Protection Agency storm water permit documents.

13. Drainage, water, and wastewater designs, analysis, or studies.

14. Any services not specifically stated in this proposal.

SECTION 18. WRITTEN NOTICES

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

SECTION 19. GENDER AND NUMBER

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of August, 2004.

OWNER:
TOWN OF ADDISON, TEXAS

By: R. Whitehead

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

Witness: Gayle Weber

ENGINEER:
HNTB CORPORATION

By: Jerry D. Holder

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

Witness: E. R. B.

**EXHIBIT A - FEE PROPOSAL
BELTLINE ROAD REHABILITATION
HNTB CORPORATION**

TASK	Project Manager	Senior Engineer	Engineer II	Engineer I	CADD Technician	Secretary/ Clerical	Total
PRELIMINARY ENGINEERING PHASE							
Two internal meetings	6	6	2			2	16
One kick-off meeting with Owner's Staff	2	2				2	6
Field investigation & Pavement Assessment	6	8	8	8		2	32
Base Map Research and Development		4	4	4	32	2	46
Preliminary Engineering Summary & opinion of probable construction cost	8	12	4		12	4	40
One preliminary design meeting with Owner's staff	4	4			4	1	13
DESIGN PHASE							
Two internal meetings	8	8	2			2	20
Contract Documents							
Cover (1)	2	2			4		8
General Notes (2)	6	10			6	2	24
Project Layout (2)		4		8	12		24
Typical Sections (1)	2	6	4		16		28
Rehabilitation Plan (12) (40 scale)	8	20	40	20	60		148
Traffic Control Phasing and Details (6)	12	12	20	32	40		116
Striping & Signing (6)	2	4	12	4	24		46
Special Details - Misc. (2)	2	4	8	12	16		42
Standard Details - Roadway, Utility, etc. (3)	4	8	8		20		40
Quantities & update estimate	2	6	8	8	4		28
Project Documents & preparation of specifications	8	40	8			24	80
Public information meetings	16	16				2	34
Quality Assurance/ Quality Control	16	4					20
Bidding, plotting, pre-con mtg.	16	16				16	48
Subtotal Hours	130	196	128	96	250	59	
Rates	\$57.00	\$48.00	\$40.00	\$36.00	\$28.00	\$19.00	
Total Direct Labor	\$7,410.00	\$9,408.00	\$5,120.00	\$3,456.00	\$7,000.00	\$1,121.00	\$ 33,515.00

**EXHIBIT A - FEE PROPOSAL
BELTLINE ROAD REHABILITATION
HNTB CORPORATION**

TASK	Project Manager	Senior Engineer	Engineer II	Engineer I	CADD Technician	Secretary/ Clerical	Total
Indirect Labor and Overhead	\$ 11,930.10	\$ 15,146.88	\$ 8,243.20	\$ 5,564.16	\$ 11,270.00	\$ 1,804.81	\$ 53,959.15
Subtotal							\$ 87,474.15
Profit							\$ 13,121.12
EXPENSES							
Direct Expenses (Reproductions, delivery, and postage)							\$ 1,750.00
Subtotal Expenses							\$ 1,750.00
Total Labor and Expenses - Design Phase							\$ 102,345.27
CONSTRUCTION SERVICES PHASE							
Construction Engineering and Inspection, Project Close Out	300	40			24	20	384
Subtotal Hours	300	40	0	0	24	20	1243
Rates	\$60.00	\$48.00	\$40.00	\$36.00	\$28.00	\$19.00	
Total Direct Labor	\$18,000.00	\$1,920.00	\$0.00	\$0.00	\$672.00	\$380.00	\$ 20,972.00
Indirect Labor and Overhead	\$ 28,980.00	\$ 3,091.20	\$ -	\$ -	\$ 1,081.92	\$ 611.80	\$ 33,764.92
Subtotal							\$ 54,736.92
Profit							\$ 8,210.54
EXPENSES							
Miscellaneous Expenses							\$ 1,800.00
Direct Expenses (Reproductions, delivery, and postage)							\$ 500.00
Vehicle Mileage; 2400 miles @ \$0.40 per mile; CS Phase							\$ 960.00
Subtotal Expenses							\$ 3,260.00
Total Labor and Expenses - Construction Services Phase							\$ 66,207.46
Total Project Labor and Expenses							\$ 168,552.73

Steve Chutchian

From: Mike Murphy
Sent: Wednesday, August 11, 2004 8:49 AM
To: Steve Chutchian
Subject: FW: Bid Schedule - Resurfacing Belt Line Road

Steve.

Check this out....it is a different level of service from "Purchasing".

Mike

Michael E. Murphy, PE
Director of Public Works
(972) 450-2878 Work
(214) 215-5280 Mobile
(972) 450-2837 Fax

E-Mail: mmurphy@ci.addison.tx.us

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

From: Shanna Sims
Sent: Wednesday, August 11, 2004 7:47 AM
To: Mike Murphy
Subject: Bid Schedule - Resurfacing Belt Line Road

Hi Mike:

I heard you mention that you wanted to award the bid for resurfacing Belt Line Road at the September 28th meeting. I put together a preliminary timeline for you to look at that would allow Council to award this bid on September 28th.

Tuesday, August 31st	Newspaper ad finalized (12:00 p.m.)
Thursday, September 2nd	Bid documents finalized and posted on website and DemandStar (4:00 p.m.)
Friday, September 3rd	Bid released, newspaper ad published
Monday, September 20th	Bids due
Wednesday, September 22nd	Agenda item finalized
Tuesday, September 28th	Council awards bid

I know that the development of the bid documents is tight - so I developed this schedule to give you the most possible time to develop the bid documents. Bid documents would need to be finalized by Thursday, September 2nd by 4:00 p.m. We can certainly plan more time between when bids are due and when the agenda item is finalized, if you prefer.

Let me know if you want to discuss other options or a different timeline. Thanks.

Shanna

Council Agenda Item: _____

SUMMARY:

This item is to receive authorization for the City Manager to enter into a Contract Agreement with HNTB Engineers, in the amount of \$168,552.73, for the design and inspection of the resurfacing of Belt Line Road from Dallas Parkway to Marsh Lane.

FINANCIAL IMPACT:

Funding Source: \$1.25 million from the Year 2000 Bond Sale

BACKGROUND:

For many years the surface conditions of Belt Line Road have been deteriorating. About 3 years ago the Town began a process of grooving the surface on the roadway to improve traction conditions, especially during wet weather events. This process was only a temporary solution. The pavement grooving did not work as well as expected. As a result of the success of the "slab jacking" process used on Midway Road, sufficient funds were freed up to accommodate the resurfacing of Belt Line Road (\$1.25 million). Public Works staff is proposing the use of an "Asphalt" material over the top of the existing concrete surface on the existing roadway. This contract will cover expenses associated with the design and inspection of the installation of this new asphalt surface. The proposed agreement is attached. It is intended that the project will be completed in Fall 2004. However, should weather conditions restrict the contractor's ability to complete the work, the contract will be structured to permit the asphalt overlay to be completed in the fall and other items, including concrete and brick crosswalks, to be constructed as weather permits. It is possible that the overall project may not be completed until spring of 2005. This schedule permits Belt Line Road to be overlaid before the winter to improve roadway surface conditions.

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to enter into an agreement with HNTB Corporation, in the amount of \$168,552.73, for the design and inspection of the resurfacing of Belt Line Road Staff, from Dallas Parkway to Marsh Lane.

AGREEMENT

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

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

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

NOW, THEREFORE, all parties agree as follows:

SECTION 2. SCOPE OF SERVICES

The following Basic and Additional Services, when authorized in writing by a notice-to-proceed, shall be performed by the ENGINEER in accordance with the OWNER's requirements to provide preliminary engineering and design services from the Dallas North Tollway to Marsh Lane along Beltline Road in Addison, Texas.

Project Description

The project limits are from the Dallas North Tollway to Marsh Lane along Beltline Road in the Town of Addison a distance of approximately 2 miles (10,600 feet). The scope of work for this street project has two phases: 1.0 Preliminary Engineering and Design Services and 2.0 Construction Engineering and Inspection. The work consists primarily of pavement rehabilitation through an asphalt overlay, utility structure adjustments and final pavement striping. This work does not include utility relocations or replacements. The scope of work for each phase is discussed below. All design and construction management functions will be performed directly by HNTB Corporation with the exception of construction materials testing and other specialty engineering required in the design and/or construction phases of the project.

1.0 Preliminary Engineering and Design Services Proposal

1.1 PRELIMINARY ENGINEERING PHASE

In this initial phase, the existing pavement conditions will be evaluated and appropriate rehabilitation strategies to obtain a 10 year design life will be recommended. The following tasks will be completed: data collection; field investigation; base map preparation; and a preliminary engineering summary.

Data collection – Engineer will attend one kick-off meeting with Owner's staff. A review of existing records will be made to acquire information on existing pavement structures and utilities. Existing aerial photos and planimetric drawings

of the street will be obtained from the Public Works Department, as well as computer drawing files to aid in development of preliminary plan view drawings of the streets.

Field Investigation – The field investigation will include a visual pavement condition survey, assessment of the number of underground drainage and utility structures requiring adjustment and an inventory of any miscellaneous items which may require reconstruction or adjustment under this contract. The field investigation will also include an assessment of the existing sidewalk ramps and the need for new ramps.

Base Mapping – Utilize existing aerial photos and planimetric drawings of the street, as well as other computer drawing files to develop preliminary plan view drawings of the streets. All drawings will be provided in MicroStation format.

Obtain from the Town and show on the plan view drawings, business names and addresses within the project area.

Preliminary Engineering Summary – The results of the Preliminary Engineering phase will be summarized in a letter report, which will include the design recommendations and opinions of probable construction cost for the project. Coordination with the Owner during development and finalization of rehabilitation designs will ensure concurrence with the recommendations. This would include one meeting to discuss results of work (prior to report preparation) and one meeting to discuss Owner comments after review of report.

1.2 DESIGN SERVICES

Following the Owner's Authorization, this phase includes preparation of contract documents, public information plan, design submittals, and bidding assistance.

Contract Documents – Construction plans, specifications, and other contract documents will be prepared based on Town of Addison and the North Central Texas Council of Governments Standard Specifications for Public Works Projects. The Contract Documents will include the Owner's most recent front-end documents with the relevant project data, applicable Standard Specifications, Special Provisions and Technical Specifications as required for the project. Engineer will coordinate with the Owner on standards currently being developed. Updated standard details and specifications will be incorporated in the bid package as they are available.

The rehabilitation plan will include existing and proposed curb/gutter lines, driveways, sidewalks, at-grade utility structures, existing and proposed pavement markings and abutting property addresses.

The proposed sheet list includes:

1. Cover sheet

2. General notes and legend (2 sheets)
3. Project layout (2 sheets)
4. Typical sections (1 sheets)
5. Rehabilitation plan (12 sheets at 40 scale)
6. Traffic Control Phasing and Details (6 sheets)
7. Striping & Signing (6 sheets)
8. Special Details as required (2 sheets)
9. Standard Details – Roadway, Utility, etc. (3 sheets)

Public Information Meetings – The purpose of the public information process for this project is to insure that the impacted businesses along the project have a basic understanding and awareness of the nature and impacts of this public works project. The Owner will coordinate and distribute the meeting announcements. The Owner will copy and distribute all information. A maximum of two public meetings attended by the Engineer are included.

Design Submittals – A draft (70%) submittal of plans (no contract document or estimate) will be made to the Owner and review comments incorporated prior to the 95% submittal. The 95% submittal will include plans, quantities, contract documents, and opinion of probable construction cost. Comments from the reviews will be incorporated prior to finalizing the construction documents. Two meetings to discuss the 70% and 95% review comments with Owner's staff are included. Written responses to review comments will be provided with each subsequent submittal.

Bidding – This task includes: printing and distribution of construction documents (provide 3 11"x17" paper sets of plans and 3 contract documents to the Town for their records and 20 CD's containing plan and project manual information for distribution to contractors, suppliers and plan rooms); attendance at the Pre-Bid Meeting; preparation of Addenda required to change or clarify the construction documents; tabulating bids; and making a recommendation for award of the contract, attendance at the preconstruction meeting.

2.0 Construction Engineering and Inspection

It is anticipated the Owner will require assistance with construction inspection and management throughout the construction duration. It is understood that the Owner will assist the Engineer with construction inspection activities. The following tasks will be performed by the Engineer:

- Provide input for constructability during the design phase.
- Act as the Owner's representative in coordination with other public and private agencies and utilities affected by or involved with the construction project. Seek solutions for construction conflicts.
- Monitor construction activities for general conformance to the Contract Documents including office/on-site observations. Prepare daily construction inspection reports. Notify the Contractor of deficiencies in the Work and coordinate the resolution of deficient issues.

- Assist in working with the Contractor to address RFI's, shop drawings, and related questions concerning design issues to support timely response and resolution of issues.
- Review requests for alternatives and substitutions from the Contractor and submit them, together with Engineer's recommendations, to Owner for consideration.
- Review and make recommendations on contractor submitted shop drawings and other required submittals.
- Assure motorist and pedestrian access within the project limits as required by contract specification and traffic control plans. Review the construction work zone traffic control for conformance to the traffic control plan. Notify the Contractor of deficiencies in the traffic control and monitor the Contractor's effective response in a timely manner.
- Arrange for review and inspection for specialty construction items.
- Review testing results for conformance to the contract. Coordinate revised means and methods with the Contractor to achieve required test results. Review Contractor submitted results of material testing for conformance to specifications. Monitor off site testing as necessary.
- Prepare change orders for revisions to plan work and/or extra work items added to the Contract. Evaluate any Contractor claims for time extensions.
- Prepare preliminary and final deficiencies lists at intervals during the overall Project duration. Assure the satisfactory resolution of all deficient Work.
- Measure all project pay items and calculate final pay quantities. Present the calculations to the contractor for certification of final payment. Prepare the final documentation for payment and certify the amounts due the Contractor. Review lien waivers as required by specification.
- Assemble supporting documentation and assist the Owner in evaluating monetary claims for damages if submitted by the Contractor.
- Deliver to the Town all relevant construction documentation generated as a result of the project.

SECTION 3. PAYMENT

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

Basis of Compensation

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

Compensation for performing Preliminary Engineering and Design Services shall be as shown in Exhibit A on a Lump Sum amount of \$102,345.27 for the Design Phase.

Compensation shall be as shown in Exhibit A on a Cost Plus to a maximum of \$66,207.46 for the Construction Services Phase.

SECTION 4. RESPONSIBILITIES

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

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

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

SECTION 5. TIME FOR PERFORMANCE

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

The following schedule is proposed to meet the Owner's goals. The schedule is based from the time a notice to proceed is given to start the design work.

Project Kick-off meeting	1 Day
Field Investigation	Week 1
Preliminary Engineering Summary	Week 2
Owner Review & Approval	Week 2
70% Submittal (Plans only)	Week 4
Owner Review	Week 4
95% Submittal (Plans, manual, & estimate)	Week 5
Owner Review	Week 5
100% Submittal (Complete contract documents)	Week 6
Advertising of Construction Project	Week 6
Bidding Review	Week 9
Award of Construction Contract	per Town Council action
Design and Owner Review Total	6 Weeks
<u>Bid Phase Total</u>	<u>3 Weeks</u>
Estimated Design and Bid Phase Total	9 Weeks

The proposed schedule for advertising, pre-bid conference and bid opening as shown above to meet requirements of the Owner is estimated at three weeks.

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

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

SECTION 6. DOCUMENTS

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

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

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

SECTION 7. TERMINATION

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

Should the OWNER require a material modification of this Agreement, and in the event OWNER and ENGINEER fail to agree upon such modification to this Agreement, OWNER shall have the option of terminating this Agreement and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in

accordance with the terms of this Agreement, for the services reasonably determined by OWNER to be properly performed by the ENGINEER prior to such termination date.

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

SECTION 8. INSURANCE

ENGINEER shall provide and maintain Worker's Compensation and Employer's Liability Insurance for the protection of ENGINEER's employees, as required by law. ENGINEER shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including insurance covering the operation of automobiles, trucks and other vehicles) protecting ENGINEER and OWNER against liability from damages because of injuries, including death, suffered by any person or persons other than employees of ENGINEER, and liability for damages to property, arising from or growing out of ENGINEER's operations in connection with the performance of this Agreement.

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

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

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

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

SECTION 9. INDEMNIFICATION FOR INJURY AND PERFORMANCE

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

The ENGINEER hereby agrees to protect, indemnify and hold harmless the OWNER, their officers, agents, servants and employees (hereinafter individually and collectively

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

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

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

SECTION 10. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

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

SECTION 11. INDEMNIFICATION FOR NON-PAYMENT

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

SECTION 12. ASSIGNMENT

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

SECTION 13. APPLICABLE LAWS

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

SECTION 14. DEFAULT OF ENGINEER

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

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

SECTION 15. ADJUSTMENTS IN SERVICES

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

SECTION 16. EXECUTION BECOMES EFFECTIVE

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

SECTION 16-A. VENUE LOCATION

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

THIS AREA INTENTIONALLY
LEFT BLANK

SECTION 17. AGREEMENT AMENDMENTS

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

Services not specifically included in this scope of work are considered to be Additional Services and will only be performed through a supplemental agreement to the Contract. These services include, but are not limited to:

1. Preparation or review of environmental assessments, impact statements, and permits; assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact.
2. Services resulting from significant changes in the general scope, extent, or character of the project or scope of work, and revising previously accepted studies, reports, design documents, or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond Engineer's control.
3. Preparing documents for alternate bids requested by Owner for Contractor(s)' work or documents for out-of-sequence work.
4. Furnishing services resulting from the award of more than one prime contract for construction, materials, or equipment.
5. Assistance in connection with bid protests, re-bidding or re-negotiating contracts for construction, materials, equipment, or services.
6. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property; field surveys for construction purposes; engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys. Preparation of temporary and/or permanent easements, right of way acquisition documents, and construction staking.
7. Preparing to serve or serving as an Engineer or witness for Owner in any litigation, arbitration, or other legal or administrative proceeding.
8. Revisions, additions, and changes to design(s) due to citizen advisory or oversight groups following acceptance by the Owner of the 100% level plan and contract documents.
9. Services in connection with work directive changes and change orders to reflect changes requested by Owner.
10. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by Contractor; and services after the award of contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
11. Evaluating an unreasonable or extensive number of claims submitted by Contractor or others.
12. Preparation of Federal Emergency Management Agency submittals, U.S. Army Corps of Engineers Section 404 Permit submittals, and Environmental Protection Agency storm water permit documents.

13. Drainage, water, and wastewater designs, analysis, or studies.

14. Any services not specifically stated in this proposal.

SECTION 18. WRITTEN NOTICES

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

SECTION 19. GENDER AND NUMBER

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of August, 2004.

OWNER:
TOWN OF ADDISON, TEXAS

By
:

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

Witness:

ENGINEER:
HNTB CORPORATION

By
:



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

Witness:



**EXHIBIT A - FEE PROPOSAL
BELTLINE ROAD REHABILITATION
HNTB CORPORATION**

TASK	Project Manager	Senior Engineer	Engineer II	Engineer I	CADD Technician	Secretary/ Clerical	Total
PRELIMINARY ENGINEERING PHASE							
Two internal meetings	6	6	2			2	16
One kick-off meeting with Owner's Staff	2	2				2	6
Field investigation & Pavement Assessment	6	8	8	8		2	32
Base Map Research and Development		4	4	4	32	2	46
Preliminary Engineering Summary & opinion of probable construction cost	8	12	4		12	4	40
One preliminary design meeting with Owner's staff	4	4			4	1	13
DESIGN PHASE							
Two internal meetings	8	8	2			2	20
Contract Documents							
Cover (1)	2	2			4		8
General Notes (2)	6	10			6	2	24
Project Layout (2)		4		8	12		24
Typical Sections (1)	2	6	4		16		28
Rehabilitation Plan (12) (40 scale)	8	20	40	20	60		148
Traffic Control Phasing and Details (6)	12	12	20	32	40		116
Striping & Signing (6)	2	4	12	4	24		46
Special Details - Misc. (2)	2	4	8	12	16		42
Standard Details - Roadway, Utility, etc. (3)	4	8	8		20		40
Quantities & update estimate	2	6	8	8	4		28
Project Documents & preparation of specifications	8	40	8			24	80
Public information meetings	16	16				2	34
Quality Assurance/ Quality Control	16	4					20
Bidding, plotting, pre-con mtg.	16	16				16	48
Subtotal Hours	130	196	128	96	250	59	
Rates	\$57.00	\$48.00	\$40.00	\$36.00	\$28.00	\$19.00	
Total Direct Labor	\$7,410.00	\$9,408.00	\$5,120.00	\$3,456.00	\$7,000.00	\$1,121.00	\$33,515.00

to Jerry Holder

cc Steve

A Guide to Stamped, Colored Concrete Crosswalks

How to incorporate separate crosswalks

Stamped and colored concrete crosswalks are increasingly popular. Colored concrete not only provides an aesthetically-pleasing appearance, it also makes the crosswalk safer by serving as a permanent pavement marking.

Below are steps to design and construct colored crosswalks correctly.

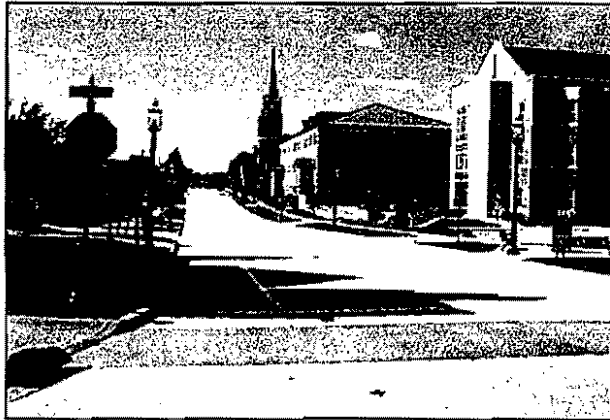


Figure 1. A contrasting color identifies the crosswalk.

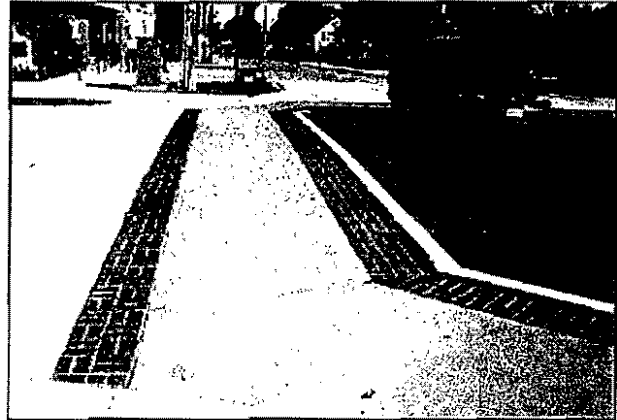


Figure 2 - Colored crosswalk features stamped-brick boundary.

Typically, colors and patterns of a stamped and colored crosswalk are placed in different stages to separate the colors and textures. Following a few simple steps will help in both the design and construction of these popular features.

First, identify the individual sections that need separate placement. Consider placing the crosswalk sections with blockouts to define the colored areas. Up to four construction joints could exist in a section of about 10 feet of pavement. (Typical crosswalk widths are 6-10 feet.)

If separate pours are required for the decorative design, decide in your jointing plan whether to tie or dowel the crosswalk to the surrounding pavement. If there is no separate border, as indicated in Figure 1, the jointing plan is made simpler.

If a border section is required as in Figure 2, one successful method is to tie the border section to the crosswalk or to the pavement with tiebars, and then dowel the other side of the border into the adjacent pavement or crosswalk (Figures 3 through 5).

Use the same dowel and tiebar sizing requirements as you would for standard pavement design. Do use tiebars on both sides of a border - this will restrain the movement of the

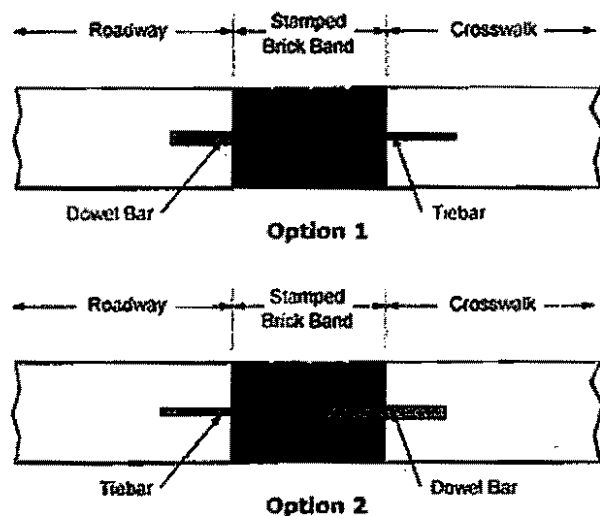


Figure 3 - Typical joint details for colored crosswalk with stamped border. Minimum border width should be

joints and will likely cause cracking.

at least 16 in., or wide enough to accommodate tiebars or dowel bars.

The width of the border should be at least 16 in., or wide enough to accommodate the tiebars and/or dowel bars. The borders should have more joints along their length than in the surrounding pavement; try to keep the aspect ratio (length to width) of the panels in the border portion around 2.0 if possible. For regions of the country that receive snowfall, a key point when using stamped patterns in an area subject to vehicular traffic is choosing a pattern that is minimally impacted by snowplows. Use a non-aggressive pattern, i.e. one that protrudes only slightly, to avoid breaking or chipping of the stamped concrete surface by snowplow blades.

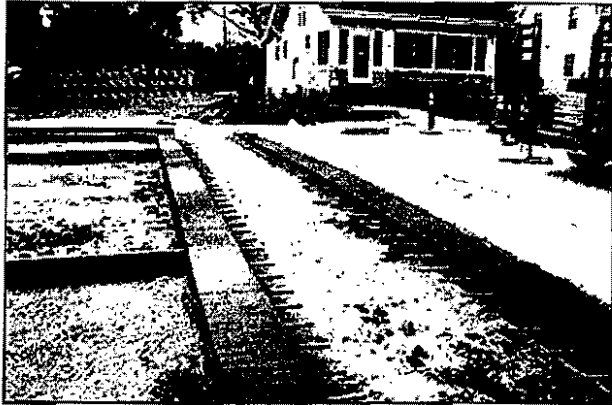


Figure 4 - Dowels are placed in brick edging. Crosswalk edges typically will function as transverse joints.

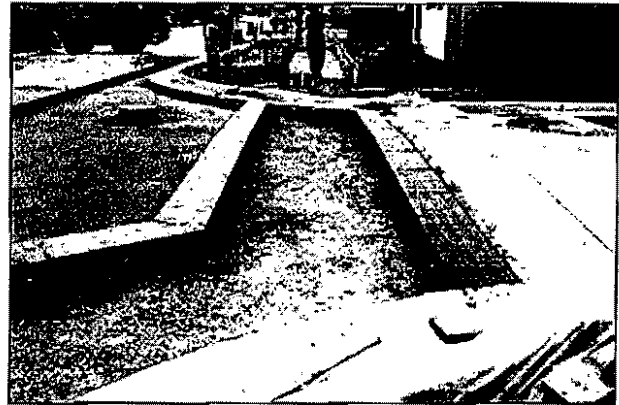


Figure 5 - Stamped brick edging is cast with tiebars. In this application, edges of the crosswalks serve as longitudinal joints.

For more information on stamped and colored concrete crosswalks, refer to the ACPA's **Research & Technology Update**, titled, "Incorporating Colored Crosswalks in Concrete Pavements." The periodical provides an in-depth report of the processes and covers decorative concrete basics, coloring materials, joint layout, and construction. Click [here](#) to download the publication free of charge. For more information, contact [Steve Waalkes, P.E.](#), At 847-966-2272.

[Feedback: Share your thoughts on this article](#)

Six Keys to Constructing Concrete Roundabouts

The benefits of roundabouts contribute to their growing use across the country. Concrete roundabouts are long-lasting and easy to maintain, because concrete does not push, shove, or rut under the turning motion of heavy vehicles around the intersection.

Also known as traffic circles, rotaries, and turnarounds, roundabouts benefit traffic flow in small- and medium-sized intersections. Although building concrete roundabouts is straightforward and the joint system allows for phased construction. A few basic keys to planning and designing roundabouts include:

- 1. Choose the joint layout philosophy** - Place joints as you would a normal intersection (Figure 1), or isolate the circle from the legs (Figure 2).

August 2, 2004

Mr. Jim Pierce
Town of Addison
16801 Westgrove Drive
Addison, TX 75001-9010

RE: BELTLINE REHABILITATION PROJECT

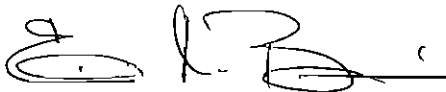
Dear Mr. Pierce:

Enclosed for your review and signatures are two copies of a Professional Services Agreement for preliminary engineering/design services for the Beltline Rehabilitation Project. Upon review of the Agreement, please sign and return one fully executed copy to, HNTB Corporation; 5910 West Plano Parkway, Suite 200; Plano, TX 75093. Once the Agreements are signed, HNTB will forward a fully executed copy to you for your files.

If you have any questions or require any additional information, please feel free to call (972) 628-3116.

Thank you,

HNTB CORPORATION



Erica T Bourne
Project Administrator

Enclosures

40316

Steve Chutchian

From: Mike Murphy
Sent: Thursday, August 05, 2004 1:01 AM
To: Robin Jones
Cc: Jim Pierce; Steve Chutchian; Charles Mitchell
Subject: RE: Video Detection

I agree lets plan on the video system for ALL intersections...good job.

—Original Message—

From: Robin Jones
Sent: Wednesday, August 04, 2004 3:09 PM
To: Mike Murphy
Cc: Jim Pierce; Steve Chutchian; Charles Mitchell
Subject: Video Detection

Mike,

If we mill the gutter lane of Belt Line Road prior to resurfacing the roadway we will destroy all the signal loops at all nine Belt Line signals. My count is 139 loops. Our 2004 loop replacement cost is \$750 each or \$104,250 for the 139.

All Addison signal projects in the last 5 years have included video detection. Our first video detection systems cost just under \$25,000 an intersection. The ones we're using now (same manufacturer) are \$16,400 per intersection. This is just the equipment cost, not installation. If the existing conduits are ok, installation will take one day each intersection or about \$2,000 additional each intersection. If the conduits are crushed, or not able to take additional wires, the installation costs will increase. I think a safe number for budgeting would be \$3,000 per intersection for installation.

So, redoing ours loops will cost around \$104,000 for the nine intersections and video detection will cost would cost around \$183,000.

Even with the additional cost of video detection I think we'd be crazy to reinstall loops after resurfacing Belt Line Road.

Robin



April 23, 2004

Mr. Mike Murphy, P.E.
Director of Public Works
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

Dear Mike,

As you may know, I recently had breakfast with Mayor Wheeler to thank him for letting HNTB work for the Town of Addison and to compliment his public works and engineering staff. During our breakfast, I asked him what he saw as the Town's biggest challenge over the next year. He said he thought the rehabilitation of the Beltline Road pavement would have to rank up there at the top. Due to the obvious importance of Beltline as a major artery to the Town, the Mayor expressed interest in looking for an innovative way to rehabilitate the road while minimizing the impact to the surrounding restaurants and businesses. He mentioned HOK was working on a streetscape project and they had told him that Beltline could be one of the greatest roads in the world if landscaped and decorated correctly. The Mayor went on to say that while he was skeptical, he would like to see it become a great roadway. He also realized the critical need to have the pavement rehabilitated first.

Since my meeting with Mayor Wheeler, I have been thinking of how HNTB could help the Town get this challenging project accomplished. I have developed a plan in my mind that I would like to convey to you in this letter. It involves more than engineering and it plans for great success. My plan involves five components:

First: Visit the site with our Director of Construction Services, Michael Ebeling. Michael has recently moved to Texas to build our Construction Services practice. He has over 30 years of construction experience involving a variety of pavement techniques. Michael would be able to provide us with viable alternatives, the pros and cons of each, and the range of costs associated with each. *This first task has already been accomplished. Michael, Jenny and I visited the site on April 9.*

The HNTB Companies

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

Second: Select the preferred rehabilitation alternative and design the project with the intent of keeping adverse impacts to the restaurants and businesses along Beltline Road and the surrounding area to a minimum. Beltline is a vital part of the Town of Addison and it is critical to the Mayor, Council, and yourself to keep the business owners and traveling public as satisfied as possible. To accomplish this, a key element of the design process would be to involve local contractors. We propose to host a design charette in our office that would include your staff and a few select local contractors the Town has a high degree of confidence in. Through this process, we would develop the optimum construction strategy that would minimize impacts to the local businesses.

Third: Keep the businesses and citizens informed. Inform them of what is going to happen and when it will happen. Our HNTB Plano office has a Public Involvement Group, whose sole focuses is building consensus for projects. Audrey Murphy, Director of Public Involvement, specializes in communication techniques and materials that will keep the public informed on the project development, while addressing community concerns. Some of the inaterials used for this process include newsletters, information packets, media kits, fact sheets, talking points and exhibit boards. Additionally, Audrey has helped many of our clients prepare for public meetings/hearings, and community forums. These meetings help the public to better understand what the construction project will accomplish, how it will be accomplished, and the schedule it will be accomplished on. Building consensus before construction begins will be critical to the public's perception of the success of this project.

Fourth: In conjunction with the Public Involvement approach, develop a Project Website and supporting tools that will enable citizens and business owners to keep up to date with the construction schedule. Our Technology Group will develop a project website that could have the following functions:

Project description and background – *why are we doing this project and how will I be impacted?*

Up-to-date construction schedule – *when is the next phase of the project scheduled to begin and be completed?*

Project calendar that highlights key project milestones and events – *when is the next public meeting?*

Users can sign up to receive project alerts and information via email – *will the construction schedule impact my commute today?*

Users could explore simulation models of the project – *what is the project going to look like when it's completed?*

Dynamic map of the roadway - *users could explore project phases, click on highlighted areas to access more detailed information, and zoom and pan across the project site*

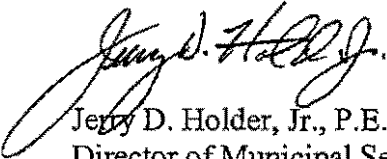
Mr. Mike Murphy
April 23, 2004
Page 3 of 3

Five: Celebrate with the businesses along the Beltline Corridor. Host a party to thank the businesses for their patience during construction. Plan on such success that the party is an opportunity for them to thank the Town officials and staff on the great job you did.

This is a bold plan, but one I believe we can make happen with our staffs working together. We enjoy working with your staff and look forward to discussing this with you in the near future.

Sincerely,

HNTB CORPORATION

A handwritten signature in cursive script, appearing to read "Jerry D. Holder, Jr.", is written over the typed name and title.

Jerry D. Holder, Jr., P.E.
Director of Municipal Services



USE OF BONDED CONCRETE OVERLAYS IN TEXAS

Bonded concrete overlays (BCOs) are a form of rehabilitation that can be used to extend the life of existing concrete pavements. They have been a viable technical and economical solution for pavement rehabilitation across the United States¹ in large metropolitan areas such as Houston on IH-610 and on Beltway 8, Fort Worth on IH-30, and El Paso on IH-10. Rehabilitation of urban roadways always causes traffic disturbances and implies user-associated costs and increased pollution problems due to the high traffic volumes involved. To minimize these problems, a strategy for rehabilitation design must be devised. BCOs can be a cost effective way of extending a pavement's life by improving its ride quality and load carrying capacity. BCOs can be constructed using expedited (fast-track) construction techniques, and they also minimize overhead clearance problems.

An example of BCO construction is IH-30 in Fort Worth, between Loop 820 (West Loop) and Las Vegas Trail. This project is similar to the proposed BCO construction on Beltline Road in Addison, from Dallas Parkway (Dallas North Tollway) to Marsh Lane. At the time of construction in 1998, the average daily traffic (ADT) on IH-30 was approximately 58,800. IH-30 was structurally sound and no major repairs were necessary, making this an ideal candidate for BCO construction. The selection of a 9-cm (3.5 in) reinforced BCO design having a 50-year performance period was believed to be the optimal solution. The BCO construction was expedited over five weekends to allow early opening of traffic (about 24 hours) after the last placement, thereby reducing user costs associated with road closures and delays. The existing 5-cm (2 in) hot-mix asphalt wearing course was milled off prior to placement of the BCO.

The bond between the BCO and the existing concrete pavement is a key element that controls the overlay's long-term performance. The bond enables the existing concrete and the BCO to behave as a monolithic structure. If debonding occurs, the performance will not be as intended, and the design life will not be reached. Conditions that can be detrimental to the development of the bond should be avoided, and include extreme climatic conditions, such as daily temperature variations greater than 14°C (57°F) and high evaporation rates. Likewise, proper construction techniques² should be practiced to ensure the surface of the existing concrete has been properly prepared, so that a strong bond will develop between the overlay and the existing pavement. Provided the above conditions are properly controlled and monitored, in addition to using quality construction materials, the BCO should perform well. The BCOs constructed in 1983 in Houston employed these techniques, and have been performing well for the past 20 years and are still in use today.

¹McGhee, K. H. *Portland Cement Concrete Resurfacing*. NCHRP Synthesis of Highway Practice 204. 1994.

²*Guidelines for Bonded Concrete Overlays*. ACPA Technical Bulletin. TB-007P. 1990.



When constructing the BCO, several issues need to be considered:

- The BCO should not be placed under extreme environmental conditions (temperature ranges and evaporation rates). These specifications need to be followed to ensure good bonding.
- Dummy joints should be sawed in the BCO over the existing joints to prevent mid-panel cracking. If the joints in the existing pavement are filled and sealed, the ones in the BCO should be filled and sealed as well.
- The concrete mix design should use a maximum size of aggregate between $\frac{1}{2}$ to $\frac{3}{4}$ inch because of the BCO's thickness.
- The aggregate in the concrete mix should pass the acid insolubility test to ensure that these aggregate will not polish.
- The concrete aggregate in the BCO should have a coefficient of thermal expansion that is lower than the aggregate used in the existing concrete.



shotblasting – can be used to prepare the surface of the existing pavement for the BCO (one pass) or to remove ½ inch of the existing concrete as well.

			Resulting Pavement Thickness (in)			
			2-inch BCO		3-inch BCO	
			Range	Avg	Range	Avg
Existing Pavement Thickness (in)	Minimum	7.3				
	Maximum	7.6				
Shotblasting (in)	Minimum	1 pass	9.3-9.6	9.5	10.3-10.6	10.5
	Maximum	0.5	8.8-9.1	9.0	9.8-10.1	10.0
Mill depth (in)	Minimum	1	8.3-8.6	8.5	9.3-9.6	9.5
	Maximum	1.5	7.8-8.1	8.0	8.8-9.1	9.0

Since constructability issues typically require a 3-inch BCO, cost estimates for the following 3 options are provided:

- Estimate 1: Shotblast – 1 pass
- Estimate 2: Shotblast – 1/2-inch removal
- Estimate 3: Mill – 1 inch

All three of these cases will require that the curb and gutter be replaced. Drainage of the pavement structure also needs to be considered to ensure that the BCO will not debond from the existing pavement. Proper surface and subsurface drainage systems need to be in place.

Beltline RD - Addison, Tx							
Construction Area		Length	10,185 ft	Width	78 ft	Area	794,430 SF 88,270 SY
Interface Preparation		Shotblast		Mill			
		1 pass (#1)	1/2 in (#2)	up to 1.5 in (#3)			
		J.L. Steel + Shotblast Co.	Total #1	J.L. Steel + Shotblast Co.	Total #2	J.L. Steel + DustTrowl	Total #3
BCO Construction / Materials		City of Addison					
Salvage, Haul & Stockpile Recycled Concrete (\$/SY)							
Repair Existing Concrete Pavement (8 in) (\$/SY)		\$86.00	\$10,320.00	\$86.00	\$10,320.00	\$86.00	\$10,320.00
BCO (3 in) (Plain PCC or FRC) (\$/SY)		\$24.00	\$2,118,480.00	\$24.00	\$2,118,480.00	\$24.00	\$2,118,480.00
Curb and Gutter (\$/ft)		\$10.00	\$407,400.00	\$10.00	\$407,400.00	\$10.00	\$407,400.00
Milling Cost (\$/SY)						\$19.00	\$1,677,130.00
Shotblasting Cost (\$/SY)		\$2.49	\$219,792.30	\$10.00	\$882,700.00		
Total Construction Cost			\$2,765,992		\$3,418,900		\$4,213,330

Note: All the figures provided here are best estimates obtained from contractors. This cost estimate excludes several necessary costs, such as sawing the joints and marking the newly constructed pavement, to name a few. Similarly, the cost of salvaging, hauling and stockpiling the concrete from milling or shotblasting is assumed to be covered by the City of Addison.

Based on the figures provided in the table, the total construction and materials costs range from \$2.8 to \$4.2 million. Shotblasting is less expensive than milling, and may provide a better surface, too. Traffic handling costs are not included in the estimate because it is unclear how long the construction will take and if construction is going to be restricted to nighttime or weekends only. Traffic handling costs range from \$1,000 to \$1,800 per weekend. If construction is restricted to nighttime, all costs may increase 30 to 40% because of worker overtime and the increased amount of equipment mobilization.

Milling of the existing concrete pavement is one of the largest costs. If clearance issues are not a problem, it may be better not to mill the existing pavement, but to instead shotblast. While both milling and shotblasting can prepare the existing pavement for the BCO, shotblasting is the preferred method. Milling also introduces the possibility of damaging the existing reinforcement, which makes the pavement more susceptible to long-term durability and structural problems.

ADVISORY SERVICES AGREEMENT

This Agreement constitutes a binding contract between the Town of Addison, Texas, (Sponsor) and ULI-the Urban Land Institute (Institute). As part of its purpose, the Institute maintains an Advisory Services Department for the purpose of benefiting the general public through improved planning and utilization of urban land. The Sponsor wishes to obtain advice and recommendations from the Institute regarding redevelopment options along the Belt Line Road.

A. Pursuant to this Agreement, the Institute agrees:

1. To provide a panel composed of members of the Institute and others who collectively have a varied and broad experience and knowledge applicable to the particular problems to be considered. Those problems to be considered, the area to be reviewed, and what the Institute will be evaluating, studying, and reporting on are set forth in the Sponsor's application to the Institute, a true and correct copy of which is attached to this Agreement. The Institute shall recommend and select the panel of members of the Institute; however, the Sponsor reserves and shall have the right to object to any panel member selected by the Institute. If Sponsor objects to a panel member, the Institute shall recommend and select an alternate panel member, subject to Sponsor's right to object.
2. To arrange for the panel members to visit the location upon which its recommendations are sought for a period of not less than three days, starting on May 29, 2002. During that time the panel, directly and through its staff, will study the designated area; consult with public and private officials, representatives of other relevant organizations, and other individuals familiar with the problems involved; and prepare its conclusions and recommendations which will be presented in person by the entire panel to the Sponsor and its invited guests in oral form at the close of the on-site assignment (which shall be on June 1, 2002 at approximately 9:00 a.m.).
3. To provide the Sponsor with a written summary of its conclusions and recommendation, with the draft written report to be provided on or before June 30, 2002 and the final written report to be provided not later than 30 days after the Institute has received written comments (if any) to the draft report from the Sponsor (or if Sponsor has no written comments, Sponsor shall notify Institute that it has none, and Institute shall provide the final written report within 30 days after the Institute's receipt of such notification). The sponsor will be provided 10 copies of the report (draft and final) and one original (draft and final).
4. To absorb the travel and living expenses of its panel and staff while on site.

B. The Sponsor agrees, at its expense:

1. To furnish the Managing Director of Advisory Services at ULI in not less than 10 days in advance of the panel meeting, such pertinent background data in the form of reports,

plans, charts, etc., as may be presently available or readily developed for the preliminary study of the panel, prior to its inspection on site. Six copies are to be provided.

2. To arrange, insofar as possible, to have appropriate persons, including public and private officials, representatives of the relevant organizations, and others, available for the purpose of consulting with and furnishing information to the panel on specific matters relevant to the assignment as may be necessary and advisable during the period of the panel's visit.

3. In return for the advice and recommendations of the Institute and all other services provided hereunder, to pay the Institute the total sum of \$40,000. The first installment of \$20,000 will be paid upon signing of this agreement. The second installment of \$15,000 will be paid upon delivery of the draft written report. The third and final payment of \$5,000 will be paid when the Sponsor receives the final written report. In the event the Sponsor cancels the panel assignment (in the Sponsor's sole discretion), the initial payment (and any other payments made by Sponsor hereunder), less any and all expenses incurred directly by the Institute, shall be refunded to Sponsor by the Institute within five (5) business days following the cancellation. In such an instance, the Institute shall provide Sponsor with copies of receipts, invoices, and any other documentation requested by Sponsor to substantiate the amount of expenses incurred by the Institute.

C. It is understood that the fee paid by the Sponsor to the Institute is to be used to cover the costs of the panel assignment and to support and encourage the Institute's scientific and educational programs.

D. The report prepared pursuant to this Agreement, and all documents and materials provided by Sponsor pursuant to this Agreement, shall be owned by Sponsor and be Sponsor's sole property, and the Sponsor may make such use of the report as it may deem desirable. It is further understood that the Institute may make such use of the report prepared of the panel's findings and recommendations as it may deem desirable, and the Sponsor herewith specifically agrees that the Institute may publish and disseminate such report or any part thereof in conjunction with its research and educational programs. Notwithstanding the foregoing, the right of the Institute to use the report shall not constitute or be deemed to constitute a further or additional right to use Sponsor's name, logo, any intellectual property rights of the Sponsor, or any other information of the Sponsor without the Sponsor's prior written consent.

E. The Institute is responsible for damages arising from the review, evaluation, and study to be made, and from the report to be prepared and provided, under and as described in this Agreement only in the instances of neglect or any intentionally wrongful act or omission, and agrees to indemnify and hold the Town of Addison harmless from any and all such damages. The Sponsor acknowledges that the recommendations provided by ULI are advisory in nature and the Sponsor is not bound to implement them.

F. The Institute (and all members of the panel) shall be an independent contractor and construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow

Sponsor to exercise discretion or control over the professional manner in which the Institute (and all members of the panel) performs the services which are the subject matter of the Agreement.

G. The Institute, at its own expense, shall purchase, maintain and keep in force such insurance as described and in the minimum amounts set forth below:

1. Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence, which shall include coverages for bodily injury (including, without limitation, death) and property damage, and particularly for liability arising from premises operations, independent contractors, products/completed operations, personal injury, advertising injury, and contractual liability (including, without limitation, the liability assumed under the indemnity provisions of this Agreement). If such CGL insurance contains a general aggregate limit, it shall apply separately to the work under this Agreement.
2. If automobiles are to be used by the Institute, commercial automobile liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.
3. Worker's compensation insurance through an insurance company licensed to do business in Texas or, if qualified by law, through self-insurance.

The above policies shall be endorsed to provide the following, as applicable: (i) in all liability policies, name the Town of Addison, Texas as an additional insured; (ii) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, and that insurance applies separately to each insured against whom claim is made or suit is brought; (iii) in all liability policies, contain no cross liability exclusions or insured versus insured restrictions; and (iii) a waiver of subrogation in favor of the Town of Addison must be included in all such policies. All insurance policies shall be issued by an insurance company acceptable to the Sponsor authorized to do business in Texas and in the standard form approved by the Texas Department of Insurance, and shall be endorsed to provide for at least 30 days advance written notice to the City of a material change in or cancellation of a policy. Certificates of insurance, satisfactory to the City, evidencing all coverage above, shall be furnished to the City prior to May 10, 2002 with complete copies of policies furnished to the City upon request.

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

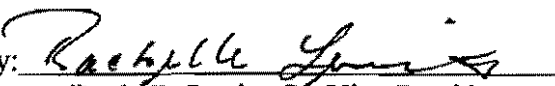
Executed as of the date(s) set forth below and effective as of the later of the dates on which this Agreement is executed by a party.

Sponsor
Town of Addison, Texas

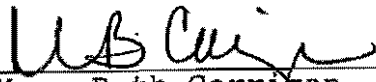
Institute
ULLI, the Urban Land Institute

By: 
Ron Whitehead, City Manager

Date of execution: 05-03-02

By: 
Rachelle Levitt, Sr. Vice-President
Policy and Practice

Date of execution: 5/7/02


Mary Beth Corrigan, Managing Director
Advisory Services

Date of execution: 5/6/02